# City of San Diego

CONTRACTOR'S NAME: TC Construction Company , Inc.					
ADDRESS: 10540 Prospect Avenue, Santee, CA 92071					
<b>TELEPHONE NO.</b> : 619-448-4560 ext. 138 <b>FAX NO.</b> : 619-448-3341					
CITY CONTACT: Rosa Isela Riego, Sr. Contract Specialist, Email: RRiego@sandiego.gov					
Phone No. (619) 533-3426					

A.Saleh / A.Jaro / R.Dinjotian

## **BIDDING DOCUMENTS**







## **FOR**

# STREET RESURFACING MISSION BAY & PACIFIC BEACH PIPELINE SOUTH

BID NO.:	K-20-1900-DBB-3	
SAP NO. (WBS/IO/CC):	B-19195, B-12117 and S-12015	
CLIENT DEPARTMENT:	2116	
COUNCIL DISTRICT:	2	
PROIECT TYPE·	ID	

#### THIS CONTRACT WILL BE SUBJECT TO THE FOLLOWING:

- > THE CITY'S SUBCONTRACTING PARTICIPATION REQUIREMENTS FOR SLBE PROGRAM
- ➤ PREVAILING WAGE RATES: STATE ☐ FEDERAL ☐
- ➤ APPRENTICESHIP

#### **BID DUE DATE:**

2:00 PM

**DECEMBER 17, 2019** 

CITY OF SAN DIEGO'S ELECTRONIC BIDDING SITE, PLANETBIDS

http://www.sandiego.gov/cip/bidopps/index.shtml

## **ENGINEER OF WORK**

The engineering Specifications and Special Provisions contained herein have been prepared by or under the direction of the following Registered Engineer.

For City Engineer

11/4/2019

Date

C 70971

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## REQUIRED DOCUMENTS SCHEDULE DURING BIDDING AND AWARDING

The Bidder's attention is directed to the City's Municipal Code §22.0807(e), (3)-(5) for important information regarding grounds for debarment for failure to submit required documentation.

The specified Equal Opportunity Contracting Program (EOCP) forms are available for download from the City's web site at:

#### http://www.sandiego.gov/eoc/forms/index.shtml

<u>ITEM</u>	DOCUMENT TO BE SUBMITTED	WHEN DUE	<u>FROM</u>
1.	Bid Bond	At Time of Bid	ALL BIDDERS
2.	Contractors Certification of Pending Actions	At Time of Bid	ALL BIDDERS
3.	Mandatory Disclosure of Business Interests	At Time of Bid	ALL BIDDERS
4.	Debarment and Suspension Certification	At Time of Bid	ALL BIDDERS
5.	Bid Bond (Original)	Within 24 Hours of Bid opening	5 APPARENT LOW BIDDERS
6.	SLBE Good Faith Effort Documentation	Within 3 working days of bid opening	ALL BIDDERS
7.	Form AA60 – List of Work Made Available	Within 3 working days of bid opening with Good Faith Effort (GFE) documentation	ALL BIDDERS
8.	Proof of Valid DBE-MBE-WBE-DVBE Certification Status e.g., Certs.	Within 3 working days of bid opening with Good Faith Effort (GFE) documentation	ALL BIDDERS
9.	Contract Forms - Agreement	Within 10 working days of receipt by bidder of contract forms	APPARENT LOW BIDDER
10.	Contract Forms - Payment and Performance Bond	Within 10 working days of receipt by bidder of contract forms	APPARENT LOW BIDDER

<u>ITEM</u>	DOCUMENT TO BE SUBMITTED	WHEN DUE	FROM
11.	Certificates of Insurance and Endorsements	Within 10 working days of receipt by bidder of contract forms	APPARENT LOW BIDDER
12.	Listing of "Other Than First Tier" Subcontractors	Within 10 working days of receipt by bidder of contract forms	APPARENT LOW BIDDER

#### NOTICE INVITING BIDS

- **SUMMARY OF WORK:** This is the City of San Diego's (City) solicitation process to acquire Construction services for **Street Resurfacing Mission Bay & Pacific Beach Pipeline South**. For additional information refer to Attachment A.
- **2. FULL AND OPEN COMPETITION:** This solicitation is subject to full and open competition and may be bid by Contractors on the City's approved Prequalified Contractors List. For information regarding the Contractors Prequalified list visit the City's web site: <a href="http://www.sandiego.gov">http://www.sandiego.gov</a>.
- **3. ESTIMATED CONSTRUCTION COST:** The City's estimated construction cost for this project is **\$6,430,000**.
- 4. BID DUE DATE AND TIME ARE: DECEMBER 17, 2019 at 2:00 PM
- 5. PREVAILING WAGE RATES APPLY TO THIS CONTRACT: Refer to Attachment D.
- **6. LICENSE REQUIREMENT**: To be eligible for award of this contract, Prime contractor must possess the following licensing classification: **A**
- **7. SUBCONTRACTING PARTICIPATION PERCENTAGES**: Subcontracting participation percentages apply to this contract.
  - **7.1.** The City has incorporated **mandatory** SLBE-ELBE subcontractor participation percentages to enhance competition and maximize subcontracting opportunities. For the purpose of achieving the mandatory subcontractor participation percentages, a recommended breakdown of the SLBE and ELBE subcontractor participation percentages based upon certified SLBE and ELBE firms has also been provided to achieve the mandatory subcontractor participation percentages:

SLBE participation
 ELBE participation
 Total mandatory participation
 25.0%

- **7.2.** The Bid may be declared non-responsive if the Bidder fails to meet the following requirements:
  - **7.2.1.** Include SLBE-ELBE certified subcontractors at the overall mandatory participation percentage identified in this document; OR
  - **7.2.2.** Submit Good Faith Effort documentation, saved in searchable Portable Document Format (PDF) and stored on a Universal Serial Bus (USB) Type-A, Compact Disc (CD) or Digital Video Disc (DVD), demonstrating the Bidder made a good faith effort to outreach to and include SLBE-ELBE Subcontractors required in this document within 3 Working Days of the Bid opening if the overall mandatory participation percentage is not met.

#### 8. AWARD PROCESS:

- **8.1.** The Award of this contract is contingent upon the Contractor's compliance with all conditions of Award as stated within these documents and within the Notice of Intent to Award.
- **8.2.** Upon acceptance of bids and determination of the apparent low bidder, the City will prepare the contract documents for execution within approximately 21 days of the date of the bid opening. The City will then award the contract upon receipt of properly signed Contract, bonds, and insurance documents.
- **8.3.** This contract will be deemed executed and effective only upon the signing of the Contract by the Mayor or his designee and approval as to form by the City Attorney's Office.
- **8.4.** The low Bid will be determined by the Base Bid.
- **8.5.** Once the low bid has been determined, the City may, at its sole discretion, award the contract for the Base Bid alone.

#### 9. SUBMISSION OF QUESTIONS:

**9.1.** The Director (or Designee) of Public Works Department is the officer responsible for opening, examining, and evaluating the competitive Bids submitted to the City for the acquisition, construction and completion of any public improvement except when otherwise set forth in these documents. Any questions related to this solicitation shall be submitted to:

Public Works Contracts 525 B Street, Suite 750 (7<sup>th</sup> Floor) San Diego, California, 92101 Attention: Rosa Riego

OR:

#### RRiego@sandiego.gov

- **9.2.** Questions received less than 14 days prior to the date for opening of Bids may not be considered.
- **9.3.** Questions or clarifications deemed by the City to be material shall be answered via issuance of an addendum and posted to the City's online bidding service.
- **9.4.** Only questions answered by formal written addenda shall be binding. Oral and other interpretations or clarifications shall be without legal effect. It is the Bidder's responsibility to be informed of any addenda that have been issued and to include all such information in its Bid.

#### **INSTRUCTIONS TO BIDDERS**

### 1. PREQUALIFICATION OF CONTRACTORS:

- **1.1.** Contractors submitting a Bid must be pre-qualified for the total amount proposed, including all alternate items, prior to the date of submittal. Bids from contractors who have not been pre-qualified as applicable and Bids that exceed the maximum dollar amount at which contractors are pre-qualified may be deemed **non-responsive** and ineligible for award.
- **1.2.** The completed application must be submitted online no later than 2 weeks prior to the bid opening.
- **1.3. Joint Venture Bidders Cumulative Maximum Bidding Capacity:** For projects with an engineer's estimate of \$30,000,000 or greater, Joint Ventures submitting bids may be deemed responsive and eligible for award if the cumulative maximum bidding capacity of the individual Joint Venture entities is equal to or greater than the total amount proposed.
  - **1.3.1.** Each of the entities of the Joint Venture must have been previously prequalified at a minimum of \$15,000,000.
  - **1.3.2.** Bids submitted with a total amount proposed of less than \$30,000,000 are not eligible for Cumulative Maximum Bidding Capacity prequalification. To be eligible for award in this scenario, the Joint Venture itself or at least one of the Joint Venture entities must have been prequalified for the total amount proposed.
  - **1.3.3.** Bids submitted by Joint Ventures with a total amount proposed of \$30,000,000 or greater on a project with an engineer's estimate of less than \$30,000,000 are not eligible for Cumulative Maximum Bidding Capacity prequalification.
  - **1.3.4.** The Joint Venture designated as the Apparent Low Bidder shall provide evidence of its corporate existence and furnish good and approved bonds in the name of the Joint Venture within 14 Calendar Days of receipt by the Bidder of a form of contract for execution.
- **1.4.** Complete information and links to the on-line prequalification application are available at:

http://www.sandiego.gov/cip/bidopps/prequalification

**1.5.** Due to the City's responsibility to protect the confidentiality of the contractors' information, City staff will not be able to provide information regarding contractors' prequalification status over the telephone. Contractors may access real-time information about their prequalification status via their vendor profile on <u>PlanetBids</u>™.

- 2. **ELECTRONIC FORMAT RECEIPT AND OPENING OF BIDS:** Bids will be received in electronic format (eBids) EXCLUSIVELY at the City of San Diego's electronic bidding (eBidding) site, at: <a href="http://www.sandiego.gov/cip/bidopps/index.shtml">http://www.sandiego.gov/cip/bidopps/index.shtml</a> and are due by the date, and time shown on the cover of this solicitation.
  - **2.1. BIDDERS MUST BE PRE-REGISTERED** with the City's bidding system and possess a system-assigned Digital ID in order to submit and electronic bid.
  - 2.2. The City's bidding system will automatically track information submitted to the site including IP addresses, browsers being used and the URLs from which information was submitted. In addition, the City's bidding system will keep a history of every login instance including the time of login, and other information about the user's computer configuration such as the operating system, browser type, version, and more. Because of these security features, Contractors who disable their browsers' cookies will not be able to log in and use the City's bidding system.
  - **2.3.** The City's electronic bidding system is responsible for bid tabulations. Upon the bidder's or proposer's entry of their bid, the system will ensure that all required fields are entered. **The system will not accept a bid for which any required information is missing.** This includes all necessary pricing, subcontractor listing(s) and any other essential documentation and supporting materials and forms requested or contained in these solicitation documents.
  - 2.4. BIDS REMAIN SEALED UNTIL BID DEADLINE. eBids are transmitted into the City's bidding system via hypertext transfer protocol secure (https) mechanism using SSL 128-256 bit security certificates issued from Verisign/Thawte which encrypts data being transferred from client to server. Bids submitted prior to the "Bid Due Date and Time" are not available for review by anyone other than the submitter who has until the "Bid Due Date and Time" to change, rescind or retrieve its proposal should it desire to do so.
  - **2.5. BIDS MUST BE SUBMITTED BY BID DUE DATE AND TIME**. Once the bid deadline is reached, no further submissions are accepted into the system. Once the Bid Due Date and Time has lapsed, bidders, proposers, the general public, and City staff are able to immediately see the results on line. City staff may then begin reviewing the submissions for responsiveness, EOCP compliance and other issues. The City may require any Bidder to furnish statement of experience, financial responsibility, technical ability, equipment, and references.
  - **2.6. RECAPITULATION OF THE WORK**. Bids shall not contain any recapitulation of the Work. Conditional Bids may be rejected as being non-responsive. Alternative proposals will not be considered unless called for.

- **2.7. BIDS MAY BE WITHDRAWN** by the Bidder only up to the bid due date and time.
  - **2.7.1.** <u>Important Note</u>: Submission of the electronic bid into the system may not be instantaneous. Due to the speed and capabilities of the user's internet service provider (ISP), bandwidth, computer hardware and other variables, it may take time for the bidder's submission to upload and be received by the City's eBidding system. It is the bidder's sole responsibility to ensure their bids are received on time by the City's eBidding system. The City of San Diego is not responsible for bids that do not arrive by the required date and time.
- **2.8. ACCESSIBILITY AND AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE:** To request a copy of this solicitation in an alternative format, contact the Public Works Contract Specialist listed on the cover of this solicitation at least five (5) working days prior to the Bid/Proposal due date to ensure availability.

#### 3. ELECTRONIC BID SUBMISSIONS CARRY FULL FORCE AND EFFECT

- **3.1.** The bidder, by submitting its electronic bid, acknowledges that doing so carries the same force and full legal effect as a paper submission with a longhand (wet) signature.
- **3.2.** By submitting an electronic bid, the bidder certifies that the bidder has thoroughly examined and understands the entire Contract Documents (which consist of the plans and specifications, drawings, forms, affidavits and the solicitation documents), and that by submitting the eBid as its bid proposal, the bidder acknowledges, agrees to and is bound by the entire Contract Documents, including any addenda issued thereto, and incorporated by reference in the Contract Documents.
- **3.3.** The Bidder, by submitting its electronic bid, agrees to and certifies under penalty of perjury under the laws of the State of California, that the certification, forms and affidavits submitted as part of this bid are true and correct.
- 3.4. The Bidder agrees to the construction of the project as described in Attachment "A-Scope of Work" for the City of San Diego, in accordance with the requirements set forth herein for the electronically submitted prices. The Bidder guarantees the Contract Price for a period of 120 days from the date of Bid opening. The duration of the Contract Price guarantee shall be extended by the number of days required for the City to obtain all items necessary to fulfill all conditions precedent.
- 4. BIDS ARE PUBLIC RECORDS: Upon receipt by the City, Bids shall become public records subject to public disclosure. It is the responsibility of the respondent to clearly identify any confidential, proprietary, trade secret or otherwise legally privileged information contained within the Bid. General references to sections of the California Public Records Act (PRA) will not suffice. If the Contractor does not provide applicable case law that clearly establishes that the requested information is exempt from the disclosure requirements of the PRA, the City shall be free to release the information when required in accordance with the PRA, pursuant

to any other applicable law, or by order of any court or government agency, and the Contractor will hold the City harmless for release of this information.

#### 5. CONTRACTOR REGISTRATION AND ELECTRONIC REPORTING SYSTEM:

**5.1. Prior** to the Award of the Contract or Task Order, you and your Subcontractors and Suppliers must register with the City's web-based vendor registration and bid management system. For additional information go to:

http://www.sandiego.gov/purchasing/bids-contracts/vendorreg

- **5.2.** The City may not award the contract until registration of all subcontractors and suppliers is complete. In the event this requirement is not met within the time frame specified in the Notice of Intent to Award letter, the City reserves the right to rescind the Notice of Award / Intent to Award and to make the award to the next responsive and responsible bidder / proposer.
- **JOINT VENTURE CONTRACTORS:** Provide a copy of the Joint Venture agreement and the Joint Venture license to the City within 14 Calendar Days after receiving the Contract forms.

#### 7. INSURANCE REQUIREMENTS:

- **7.1.** All certificates of insurance and endorsements required by the contract are to be provided upon issuance of the City's Notice of Intent to Award letter.
- **7.2.** Refer to sections 5-4, "INSURANCE" of the Supplementary Special Provisions (SSP) for the insurance requirements which must be met.
- **8. REFERENCE STANDARDS:** Except as otherwise noted or specified, the Work shall be completed in accordance with the following standards:

Title	Edition	Document Number
Standard Specifications for Public Works Construction ("The GREENBOOK") <a href="https://www.greenbookspecs.org/">http://www.greenbookspecs.org/</a>	2018	PWPI010119-01
City of San Diego Standard Specifications for Public Works Construction ("The WHITEBOOK")* <a href="https://www.sandiego.gov/publicworks/edocref/greenbook">https://www.sandiego.gov/publicworks/edocref/greenbook</a>	2018	PWPI010119 -02
City of San Diego Standard Drawings* https://www.sandiego.gov/publicworks/edocref/standarddraw	2018	PWPI010119 -03
Citywide Computer Aided Design and Drafting (CADD) Standards https://www.sandiego.gov/publicworks/edocref/drawings	2018	PWPI010119 -04
California Department of Transportation (CALTRANS) Standard Specifications – <a href="http://www.dot.ca.gov/des/oe/construction-contract-standards.html">http://www.dot.ca.gov/des/oe/construction-contract-standards.html</a>	2018	PWPI030119-05

Title	Edition	Document Number	
CALTRANS Standard Plans	2018	PWPI030119-06	
http://www.dot.ca.gov/des/oe/construction-contract-standards.html			
California Manual on Uniform Traffic Control Devices Revision 4 (CA MUTCD Rev 4) <a href="http://www.dot.ca.gov/trafficops/camutcd/">http://www.dot.ca.gov/trafficops/camutcd/</a>	2014	PWPI030119-08	
NOTE: *Available online under Engineering Documents and References at: http://www.sandiego.gov/publicworks/edocref/index.shtml			
*Electronic updates to the Standard Drawings may also be found in the link above			

- 9. CITY'S RESPONSES AND ADDENDA: The City, at its discretion, may respond to any or all questions submitted in writing via the City's eBidding web site in the <u>form of an addendum</u>. No other responses to questions, oral or written shall be of any force or effect with respect to this solicitation. The changes to the Contract Documents through addenda are made effective as though originally issued with the Bid. The Bidders shall acknowledge the receipt of Addenda at the time of bid submission.
- 10. CITY'S RIGHTS RESERVED: The City reserves the right to cancel the Notice Inviting Bids at any time, and further reserves the right to reject submitted Bids, without giving any reason for such action, at its sole discretion and without liability. Costs incurred by the Bidder(s) as a result of preparing Bids under the Notice Inviting Bids shall be the sole responsibility of each bidder. The Notice Inviting Bids creates or imposes no obligation upon the City to enter a contract.
- 11. CONTRACT PRICING: This solicitation is for a Lump Sum contract with Unit Price provisions as set forth herein. The Bidder agrees to perform construction services for the City of San Diego in accordance with these contract documents for the prices listed below. The Bidder further agrees to guarantee the Contract Price for a period of 120 days from the date of Bid opening. The duration of the Contract Price guarantee may be extended, by mutual consent of the parties, by the number of days required for the City to obtain all items necessary to fulfill all contractual conditions.

#### 12. SUBCONTRACTOR INFORMATION:

12.1. LISTING OF SUBCONTRACTORS. In accordance with the requirements provided in the "Subletting and Subcontracting Fair Practices Act" of the California Public Contract Code, the Bidder shall provide the NAME and ADDRESS of each Subcontractor who will perform work, labor, render services or who specially fabricates and installs a portion [type] of the work or improvement, in an amount in excess of 0.5% of the Contractor's total Bid. The Bidder shall also state within the description, whether the subcontractor is a CONSTRUCTOR, CONSULTANT or SUPPLIER. The Bidder shall state the DIR REGISTRATION NUMBER for all subcontractors and shall further state within the description, the PORTION of the work which will be performed by each subcontractor under this Contract. The Contractor shall list only one Subcontractor for each portion of the Work. The DOLLAR VALUE of the total Bid to be performed shall be stated for all subcontractors listed. Failure to comply with this requirement

may result in the Bid being rejected as **non-responsive** and ineligible for award. The Bidder's attention is directed to the Special Provisions – Section 3-2, "SELF-PERFORMANCE", which stipulates the percent of the Work to be performed with the Bidders' own forces. The Bidder shall list all SLBE, ELBE, DBE, DVBE, MBE, WBE, OBE, SDB, WoSB, HUBZone, and SDVOSB Subcontractors for which Bidders are seeking recognition towards achieving any mandatory, voluntary (or both) subcontracting participation goals.

Additionally, pursuant to California Senate Bill 96 and in accordance with the requirements of Labor Code sections 1771.1 and 1725.5, by submitting a bid or proposal to the City, Contractor is certifying that he or she has verified that all subcontractors used on this public work project are registered with the California Department of Industrial Relations (DIR). **The Bidder shall provide the name, address, license number, DIR registration number of any Subcontractor – regardless of tier** - who will perform work, labor, render services or specially fabricate and install a portion [type] of the work or improvement pursuant to the contract.

- 12.2. LISTING OF SUPPLIERS. Any Bidder seeking the recognition of Suppliers of equipment, materials, or supplies obtained from third party Suppliers towards achieving any mandatory or voluntary (or both) subcontracting participation goals shall provide, at a minimum, the NAME, LOCATION (CITY), DIR REGISTRATION NUMBER and the DOLLAR VALUE of each supplier. The Bidder will be credited up to 60% of the amount to be paid to the Suppliers for materials and supplies unless vendor manufactures or substantially alters materials and supplies, in which case, 100% will be credited. The Bidder is to indicate within the description whether the listed firm is a supplier or manufacturer. If no indication is provided, the listed firm will be credited at 60% of the listed dollar value for purposes of calculating the Subcontractor Participation Percentage.
- **12.3. LISTING OF SUBCONTRACTORS OR SUPPLIERS FOR ALTERNATES.** For subcontractors or suppliers to be used on additive or deductive alternate items, in addition to the above requirements, bidder shall further note "ALTERNATE" and alternate item number within the description.
- **13. SUBMITTAL OF "OR EQUAL" ITEMS:** See Section 4-6, "Trade Names" in The WHITEBOOK and as amended in the SSP.

#### 14. AWARD:

- **14.1.** The Award of this contract is contingent upon the Contractor's compliance with all conditions precedent to Award.
- **14.2.** Upon acceptance of a Bid, the City will prepare contract documents for execution within approximately 21 days of the date of the Bid opening and award the Contract approximately within 7 days of receipt of properly executed Contract, bonds, and insurance documents.

- **14.3.** This contract will be deemed executed and effective only upon the signing of the Contract by the Mayor or his designee and approval as to form the City Attorney's Office.
- **15. SUBCONTRACT LIMITATIONS**: The Bidder's attention is directed to Standard Specifications for Public Works Construction, Section 3-2, "SELF-PERFORMANCE" in The GREENBOOK and as amended in the SSP which requires the Contractor to self-perform not less than the specified amount. Failure to comply with this requirement shall render the bid **non-responsive** and ineligible for award.
- **16. AVAILABILITY OF PLANS AND SPECIFICATIONS:** Contract Documents may be obtained by visiting the City's website: <a href="http://www.sandiego.gov/cip/">http://www.sandiego.gov/cip/</a>. Plans and Specifications for this contract are also available for review in the office of the City Clerk or Public Works Contracts.
- 17. ONLY ONE BID PER CONTRACTOR SHALL BE ACCCEPTED: No person, firm, or corporation shall be allowed to make, file, or be interested in more than one (1) Bid for the same work unless alternate Bids are called for. A person, firm or corporation who has submitted a subproposal to a Bidder, or who has quoted prices on materials to a Bidder, is not hereby disqualified from submitting a sub-proposal or quoting prices to other Bidders or from submitting a Bid in its own behalf. Any Bidder who submits more than one bid will result in the rejection of all bids submitted.
- 18. SAN DIEGO BUSINESS TAX CERTIFICATE: The Contractor and Subcontractors, not already having a City of San Diego Business Tax Certificate for the work contemplated shall secure the appropriate certificate from the City Treasurer, Civic Center Plaza, First floor and submit to the Contract Specialist upon request or as specified in the Contract Documents. Tax Identification numbers for both the Bidder and the listed Subcontractors must be submitted on the City provided forms within these documents.
- 19. BIDDER'S GUARANTEE OF GOOD FAITH (BID SECURITY) FOR DESIGN-BID-BUILD CONTRACTS:
  - **19.1.** For bids \$250,000 and above, bidders shall submit Bid Security at bid time. Bid Security shall be in one of the following forms: a cashier's check, or a properly certified check upon some responsible bank; or an approved corporate surety bond payable to the City of San Diego for an amount of not less than 10% of the total bid amount.
  - **19.2.** This check or bond, and the monies represented thereby, will be held by the City as a guarantee that the Bidder, if awarded the contract, will in good faith enter into the contract and furnish the required final performance and payment bonds.
  - **19.3.** The Bidder agrees that in the event of the Bidder's failure to execute this contract and provide the required final bonds, the money represented by the cashier's or certified check will remain the property of the City; and the Surety agrees that it will pay to the City the damages, not exceeding the sum of 10% of the amount of the Bid, that the City may suffer as a result of such failure.

- **19.4.** At the time of bid submission, bidders must upload and submit an electronic PDF copy of the aforementioned bid security. Whether in the form of a cashier's check, a properly certified check or an approved corporate surety bond payable to the City of San Diego, the bid security must be uploaded to the City's eBidding system. Within twenty-four (24) hours after the bid due date and time, the first five (5) apparent low bidders must provide the City with the original bid security.
- **19.5.** Failure to submit the electronic version of the bid security at the time of bid submission AND failure to provide the original within twenty-four (24) hours shall cause the bid to be rejected and deemed **non-responsive**.

#### 20. AWARD OF CONTRACT OR REJECTION OF BIDS:

- **20.1.** This contract may be awarded to the lowest responsible and reliable Bidder.
- **20.2.** Bidders shall complete ALL eBid forms as required by this solicitation. Incomplete eBids will not be accepted.
- **20.3.** The City reserves the right to reject any or all Bids, to waive any informality or technicality in Bids received, and to waive any requirements of these specifications as to bidding procedure.
- **20.4.** Bidders will not be released on account of their errors of judgment. Bidders may be released only upon receipt by the City within 3 Working Days of the bid opening, written notice from the Bidder which shows proof of honest, credible, clerical error of a material nature, free from fraud or fraudulent intent; and of evidence that reasonable care was observed in the preparation of the Bid.
- **20.5.** A bidder who is not selected for contract award may protest the award of a contract to another bidder by submitting a written protest in accordance with the San Diego Municipal Code.
- **20.6.** The City of San Diego will not discriminate in the award of contracts with regard to race, religion creed, color, national origin, ancestry, physical handicap, marital status, sex or age.
- **20.7.** Each Bid package properly signed as required by these specifications shall constitute a firm offer which may be accepted by the City within the time specified herein.
- **20.8.** The City reserves the right to evaluate all Bids and determine the lowest Bidder on the basis of the base bid and any proposed alternates or options as detailed herein.

#### 21. BID RESULTS:

**21.1.** The availability of the bids on the City's eBidding system shall constitute the public announcement of the apparent low bidder. In the event that the apparent low bidder is subsequently deemed non-responsive or non-responsible, a notation of such will be

- made on the eBidding system. The new ranking and apparent low bidder will be adjusted accordingly.
- **21.2.** To obtain the bid results, view the results on the City's web site, or request the results by U.S. mail and provide a self-addressed, stamped envelope. If requesting by mail, be sure to reference the bid name and number. The bid tabulations will be mailed to you upon their completion. The results will not be given over the telephone.

#### 22. THE CONTRACT:

- **22.1.** The Bidder to whom award is made shall execute a written contract with the City of San Diego and furnish good and approved bonds and insurance certificates specified by the City within 14 days after receipt by Bidder of a form of contract for execution unless an extension of time is granted to the Bidder in writing.
- **22.2.** If the Bidder takes longer than 14 days to fulfill these requirements, then the additional time taken shall be added to the Bid guarantee. The Contract shall be made in the form adopted by the City, which includes the provision that no claim or suit whatsoever shall be made or brought by Contractor against any officer, agent, or employee of the City for or on account of anything done or omitted to be done in connection with this contract, nor shall any such officer, agent, or employee be liable hereunder.
- **22.3.** If the Bidder to whom the award is made fails to enter into the contract as herein provided, the award may be annulled and the Bidder's Guarantee of Good Faith will be subject to forfeiture. An award may be made to the next lowest responsible and reliable Bidder who shall fulfill every stipulation embraced herein as if it were the party to whom the first award was made.
- **22.4.** Pursuant to the San Diego City Charter section 94, the City may only award a public works contract to the lowest responsible and reliable Bidder. The City will require the Apparent Low Bidder to (i) submit information to determine the Bidder's responsibility and reliability, (ii) execute the Contract in form provided by the City, and (iii) furnish good and approved bonds and insurance certificates specified by the City within 14 Days, unless otherwise approved by the City, in writing after the Bidder receives notification from the City, designating the Bidder as the Apparent Low Bidder and formally requesting the above mentioned items.
- **22.5.** The award of the Contract is contingent upon the satisfactory completion of the above-mentioned items and becomes effective upon the signing of the Contract by the Mayor or designee and approval as to form by the City Attorney's Office. If the Apparent Low Bidder does not execute the Contract or submit required documents and information, the City may award the Contract to the next lowest responsible and reliable Bidder who shall fulfill every condition precedent to award. A corporation designated as the Apparent Low Bidder shall furnish evidence of its corporate existence and evidence

that the officer signing the Contract and bond for the corporation is duly authorized to do so.

- 23. **EXAMINATION OF PLANS, SPECIFICATIONS, AND SITE OF WORK:** The Bidder shall examine carefully the Project Site, the Plans and Specifications, other materials as described in the Special Provisions, Section 3-9, "TECHNICAL STUDIES AND SUBSURFACE DATA", and the proposal forms (e.g., Bidding Documents). The submission of a Bid shall be conclusive evidence that the Bidder has investigated and is satisfied as to the conditions to be encountered, as to the character, quality, and scope of Work, the quantities of materials to be furnished, and as to the requirements of the Bidding Documents Proposal, Plans, and Specifications.
- **24. CITY STANDARD PROVISIONS:** This contract is subject to the following standard provisions. See The WHITEBOOK for details.
  - **24.1.** The City of San Diego Resolution No. R-277952 adopted on May 20, 1991 for a Drug-Free Workplace.
  - **24.2.** The City of San Diego Resolution No. R-282153 adopted on June 14, 1993 related to the Americans with Disabilities Act.
  - **24.3.** The City of San Diego Municipal Code §22.3004 for Contractor Standards.
  - **24.4.** The City of San Diego's Labor Compliance Program and the State of California Labor Code §§1771.5(b) and 1776.
  - **24.5.** Sections 1777.5, 1777.6, and 1777.7 of the State of California Labor Code concerning the employment of apprentices by contractors and subcontractors performing public works contracts.
  - **24.6.** The City's Equal Benefits Ordinance (EBO), Chapter 2, Article 2, Division 43 of The San Diego Municipal Code (SDMC).
  - **24.7.** The City's Information Security Policy (ISP) as defined in the City's Administrative Regulation 90.63.

#### 25. PRE-AWARD ACTIVITIES:

- **25.1.** The contractor selected by the City to execute a contract for this Work shall submit the required documentation as specified in the herein and in the Notice of Award. Failure to provide the information as specified may result in the Bid being rejected as **non-responsive.**
- **25.2.** The decision that bid is non-responsive for failure to provide the information required within the time specified shall be at the sole discretion of the City.

## PERFORMANCE BOND, LABOR AND MATERIALMEN'S BOND

#### FAITHFUL PERFORMANCE BOND AND LABOR AND MATERIALMEN'S BOND:

TC Construction Company, Inc.	a	corporation,	as	principa	l, and
Liberty Mutual Insurance Company	a	corporation	auth	norized	to do
business in the State of California, as Surety, hereby obligate the	ms	elves, their suc	cess	ors and a	ssigns,
jointly and severally, to The City of San Diego a municipal corpo	rat	ion in the sum	of <u>S</u>	ix Millio	n Four
		•			
<u>Hundred Eighty-Eight Thousand Five Hundred Sevent</u>	y-F	ive Dollars	and	Sixty	Cents
Hundred Eighty-Eight Thousand Five Hundred Sevent	ntr	act, and in the	e sun	n of <u>Six</u> I	<u> Villion</u>

#### **Conditions:**

If the Principal shall faithfully perform the annexed contract with the City of San Diego, California, then the obligation herein with respect to a faithful performance shall be void; otherwise it shall remain in full force.

If the Principal shall promptly pay all persons, firms and corporations furnishing materials for or performing labor in the execution of this contract, and shall pay all amounts due under the California Unemployment Insurance Act then the obligation herein with respect to laborers and materialmen shall be void; otherwise it shall remain in full force.

The obligation herein with respect to laborers and materialmen shall inure to the benefit of all persons, firms and corporations entitled to file claims under the provisions of Article 2. Claimants, (iii) public works of improvement commencing with Civil Code Section 9100 of the Civil Code of the State of California.

Changes in the terms of the annexed contract or specifications accompanying same or referred to therein shall not affect the Surety's obligation on this bond, and the Surety hereby waives notice of same.

## PERFORMANCE BOND, LABOR AND MATERIALMEN'S BOND (continued)

The Surety shall pay reasonable attorney's fees sthis bond.	should suit be brought to enforce the provisions of
DatedJanuary 13, 2020	·
Approved as to Form	Principal  By AVSTIN CAMERON PRESIDENT  Printed Name of Person Signing for Principal
By Deputy City Attorney  CASSANDRA MOUGIN  Telbruary 11, 2020	Liberty Mutual Insurance Company  Surefy  By  Tara Bacon, Attorney-in-fact
Approved:	790 The City Drive, Suite 200  Local Address of Surety
Claudia C. Abarca Deputy Director Public Works Department	Crange, CA 92868  Local Address (City, State) of Surety
	714-634-3311
	Local Telephone No. of Surety
	Premium \$_31,268.00
Bond No. 024243295	

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California County of San Diego	
On January 13, 2020 before me,	Minna Huovila, Notary Public (insert name and title of the officer)
personally appeared Tara Bacon	
who proved to me on the basis of satisfactory ev	
I certify under PENALTY OF PERJURY under the paragraph is true and correct.	ne laws of the State of California that the foregoing
WITNESS my hand and official seal.	MINNA HUOVILA
Signature Min Signature	(Seal)  COMM. #2313883 NOTARY PUBLIC-CALIFORNIA SAN DIEGO COUNTY My Commission Expires DECEMBER 6, 2023



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

> Liberty Mutual Insurance Company The Ohlo Casualty Insurance Company West American Insurance Company

Certificate No: 8196955 - 969522

on any business day

this Power of Attorney 9:00 am and 4:30 pm

#### POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, if	nat
Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized	ed.
under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Tara Baco	n,
Dale G. Harshaw, Minna Huovila, Kyle King, John R. Qualin, Geoffrey Shelton	_

all of the city of	San Diego	state of	California	each individually if there be more than one named, its true and lawful attorney-in-fact to mak
execute, seal, ack	nowledge and deliver, for and o	n its behalf as si	urety and as its act ar	nd deed, any and all undertakings, bonds, recognizances and other surely obligations, in pursuark
of these presents	and shall be as binding upon	the Companies a	as if they have been	duly signed by the president and attested by the secretary of the Companies in their own prop-
persons.				

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 5th day of October 2018





Liberty Mutual Insurance Company The Ohio Casualty Insurance Company West American Insurance Company

David M. Carey, Assistant Secretary

State of PENNSYLVANIA County of MONTGOMERY

2018 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



#### COMMONWEALTH OF PENNSYLVANIA

Notarial Seal Teresa Pastella, Notary Public Upper Merion Twp., Montgomery County My Commission Expires March 28, 2021 Member, Pennsylvania Association of Notaries By: Teresa Pastella Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutua Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual ance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney in fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, 🕰 shall appoint such attorneys in fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-infact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surely any and all undertakings, bonds, recognizances and other surely obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casually Insurance Company, Liberty Mulual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 13th







Renee C. Llewellyn, Assistant Secretary

## **ATTACHMENTS**

## **ATTACHMENT A**

## **SCOPE OF WORK**

#### **SCOPE OF WORK**

- **1. SCOPE OF WORK:** This Project proposes improving the quality of street pavement within Mission Bay Park area. The works include AC Overlay streets with poor pavement condition, Slurry Seal streets that are in need of maintenance and upgrade ADA curb ramps. The Project is located in the Council District Two (2).
  - **1.1.** The Work shall be performed in accordance with:
    - **1.1.1.** The Notice Inviting Bids and Plans numbered **41440-01-D** through **41440-33-D** and Traffic Control Plans numbered **41440-T01-D** through **41440-T115-D** inclusive.
- **2. LOCATION OF WORK:** The location of the Work is as follows:

See **Appendix E** - **Location Map** 

3. **CONTRACT TIME:** The Contract Time for completion of the Work, shall be **128 Working Days**.

You shall use multiple crews to ensure construction work is done prior to fiscal year 2020 summer moratorium.

## **ATTACHMENT B**

## **RESERVED**

## **ATTACHMENT C**

## **RESERVED**

## **ATTACHMENT D**

## **PREVAILING WAGE**

#### PREVAILING WAGE

- 1. PREVAILING WAGE RATES: Pursuant to San Diego Municipal Code section 22.3019, construction, alteration, demolition, repair and maintenance work performed under this Contract is subject to State prevailing wage laws. For construction work performed under this Contract cumulatively exceeding \$25,000 and for alteration, demolition, repair and maintenance work performed under this Contract cumulatively exceeding \$15,000, the Contractor and its subcontractors shall comply with State prevailing wage laws including, but not limited to, the requirements listed below.
  - 1.1. Compliance with Prevailing Wage Requirements. Pursuant to sections 1720 through 1861 of the California Labor Code, the Contractor and its subcontractors shall ensure that all workers who perform work under this Contract are paid not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations (DIR). This includes work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work.
    - **1.1.1.** Copies of such prevailing rate of per diem wages are on file at the City and are available for inspection to any interested party on request. Copies of the prevailing rate of per diem wages also may be found at <a href="http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm">http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm</a>. Contractor and its subcontractors shall post a copy of the prevailing rate of per diem wages determination at each job site and shall make them available to any interested party upon request.
    - 1.1.2. The wage rates determined by the DIR refer to expiration dates. If the published wage rate does not refer to a predetermined wage rate to be paid after the expiration date, then the published rate of wage shall be in effect for the life of this Contract. If the published wage rate refers to a predetermined wage rate to become effective upon expiration of the published wage rate and the predetermined wage rate is on file with the DIR, such predetermined wage rate shall become effective on the date following the expiration date and shall apply to this Contract in the same manner as if it had been published in said publication. If the predetermined wage rate refers to one or more additional expiration dates with additional predetermined wage rates, which expiration dates occur during the life of this Contract, each successive predetermined wage rate shall apply to this Contract on the date following the expiration date of the previous wage rate. If the last of such predetermined wage rates expires during the life of this Contract, such wage rate shall apply to the balance of the Contract.
  - **1.2. Penalties for Violations.** Contractor and its subcontractors shall comply with California Labor Code section 1775 in the event a worker is paid less than the prevailing wage rate for the work or craft in which the worker is employed. This shall be in addition to any other applicable penalties allowed under Labor Code sections 1720 1861.

- 1.3. Payroll Records. Contractor and its subcontractors shall comply with California Labor Code section 1776, which generally requires keeping accurate payroll records, verifying and certifying payroll records, and making them available for inspection. Contractor shall require its subcontractors to also comply with section 1776. Contractor and its subcontractors shall submit weekly certified payroll records online via the City's web-based Labor Compliance Program. Contractor is responsible for ensuring its subcontractors submit certified payroll records to the City.
  - **1.3.1.** Contractor and their subcontractors shall also furnish records specified in Labor Code section 1776 directly to the Labor Commissioner in the manner required by Labor Code section 1771.4.
- **1.4. Apprentices.** Contractor and its subcontractors shall comply with California Labor Code sections 1777.5, 1777.6 and 1777.7 concerning the employment and wages of apprentices. Contractor is held responsible for the compliance of their subcontractors with sections 1777.5, 1777.6 and 1777.7.
- 1.5. Working Hours. Contractor and their subcontractors shall comply with California Labor Code sections 1810 through 1815, including but not limited to: (i) restrict working hours on public works contracts to eight hours a day and forty hours a week, unless all hours worked in excess of 8 hours per day are compensated at not less than 1½ times the basic rate of pay; and (ii) specify penalties to be imposed on contractors and subcontractors of \$25 per worker per day for each day the worker works more than 8 hours per day and 40 hours per week in violation of California Labor Code sections1810 through 1815.
- **1.6. Required Provisions for Subcontracts.** Contractor shall include at a minimum a copy of the following provisions in any contract they enter into with a subcontractor: California Labor Code sections 1771, 1771.1, 1775, 1776, 1777.5, 1810, 1813, 1815, 1860 and 1861.
- 1.7. Labor Code Section 1861 Certification. Contractor in accordance with California Labor Code section 3700 is required to secure the payment of compensation of its employees and by signing this Contract, Contractor certifies that "I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract."
- **1.8. Labor Compliance Program**. The City has its own Labor Compliance Program authorized in August 2011 by the DIR. The City will withhold contract payments when payroll records are delinquent or deemed inadequate by the City or other governmental entity, or it has been established after an investigation by the City or other governmental entity that underpayment(s) have occurred. For questions or assistance, please contact the City of San Diego's Prevailing Wage Unit at 858-627-3200.

- 1.9. Contractor and Subcontractor Registration Requirements. This project is subject to compliance monitoring and enforcement by the DIR. A contractor or subcontractor shall not be qualified to bid on, be listed in a bid or proposal, subject to the requirements of section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, unless currently registered and qualified to perform public work pursuant to Labor Code section 1725.5 It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.
  - **1.9.1.** A Contractor's inadvertent error in listing a subcontractor who is not registered pursuant to Labor Code section 1725.5 in response to a solicitation shall not be grounds for filing a bid protest or grounds for considering the bid non-responsive provided that any of the following apply: (1) the subcontractor is registered prior to bid opening; (2) within twenty-four hours after the bid opening, the subcontractor is registered and has paid the penalty registration fee specified in Labor Code section 1725.5; or (3) the subcontractor is replaced by another registered subcontractor pursuant to Public Contract Code section 4107.
  - **1.9.2.** By submitting a bid or proposal to the City, Contractor is certifying that he or she has verified that all subcontractors used on this public work project are registered with the DIR in compliance with Labor Code sections 1771.1 and 1725.5, and Contractor shall provide proof of registration for themselves and all listed subcontractors to the City at the time of bid or proposal due date or upon request.
- **1.10. Stop Order.** For Contractor or its subcontractors engaging in the performance of any public work contract without having been registered in violation of Labor Code sections 1725.5 or 1771.1, the Labor Commissioner shall issue and serve a stop order prohibiting the use of the unregistered contractors or unregistered subcontractor(s) on ALL public works until the unregistered contractor or unregistered subcontractor(s) is registered. Failure to observe a stop order is a misdemeanor.
- 1.11. List of all Subcontractors. The Contractor shall provide the list of subcontractors (regardless of tier), along with their DIR registration numbers, utilized on this Contract prior to any work being performed; and the Contractor shall provide a complete list of all subcontractors with each invoice. Additionally, Contractor shall provide the City with a complete list of all subcontractors (regardless of tier) utilized on this contract within ten working days of the completion of the contract, along with their DIR registration numbers. The City shall withhold final payment to Construction Management Professional until at least thirty (30) days after this information is provided to the City.

- **1.12. Exemptions for Small Projects.** There are limited exemptions for installation, alteration, demolition, or repair work done on projects of \$25,000 or less. The Contractor shall still comply with Labor Code sections 1720 et. seq. The only recognized exemptions are listed below:
  - **1.12.1.** Registration. The Contractor will not be required to register with the DIR for small projects. (Labor Code section 1771.1).
  - **1.12.2.** Certified Payroll Records. The records required in Labor Code section 1776 shall be required to be kept and submitted to the City of San Diego, but will not be required to be submitted online with the DIR directly. The Contractor will need to keep those records for at least three years following the completion of the Contract. (Labor Code section 1771.4).
  - **1.12.3.** List of all Subcontractors. The Contractor shall not be required to hire only registered subcontractors and is exempt from submitting the list of all subcontractors that is required in section 1.11 above. (Labor code section 1773.3).

## **ATTACHMENT E**

## **SUPPLEMENTARY SPECIAL PROVISIONS**

## SUPPLEMENTARY SPECIAL PROVISIONS

The following Supplementary Special Provisions (SSP) modifies the following documents:

- 1. The **2018 Edition** of the Standard Specifications for Public Works Construction (The "GREENBOOK").
- 2. The **2018 Edition** of the City of San Diego Standard Specifications for Public Works Construction (The "WHITEBOOK"), including the following:
  - a) General Provisions (A) for all Construction Contracts.

## SECTION 1 – GENERAL, TERMS, DEFINITIONS, ABBREVIATIONS, UNITS OF MEASURE, AND SYMBOLS

- **1-2 TERMS AND DEFINITIONS.** To the "WHITEBOOK", items 43, 56, 69, and 102, DELETE in its entirety and SUBSTITUTE with the following:
  - 43. **Field Order** A Field Order is a written agreement by the Engineer to compensate you for Work items in accordance with 2-8, "EXTRA WORK" or 2-9, "CHANGED CONDITIONS". A Field Order does not change the Contract Price, Contract Time, or the scope intent of the Contract.
  - 56. **Notice of Completion (NOC)** A document recorded with the County of San Diego to signify that the Contract Work has been completed and accepted by the City.
  - 69. **Punchlist** A list of items of Work or corrections generated after a Walk-through that is conducted when you consider that the Work and Services are complete, and as verified by the Owner. The Punchlist may be completed in phases if defined in the Contract.
  - 102. **Walk-through** The procedure the City uses to evaluate the status of the Project or the phase of the Project and to generate a Punchlist prior to Acceptance.

To the "WHITEBOOK", item 54, "Normal Working Hours", ADD the following:

The **Normal Working Hours** are **8:30 PM** to **5:30 AM**. Additional working hours will be directed by the Resident Engineer as needed.

To the "WHITEBOOK", ADD the following:

- 108. **Substantial Completion** When all Contract Work is deemed complete by the Contractor in writing, and as verified by the Owner. Substantial Completion may be completed in phases if defined in the Contract.
- 109. **Acceptance of Work** When all of the Contract work is deemed officially complete, including all Punchlist items, by the Owner.
- 110. **Occupancy** When the Owner deems a building is ready for use, the Owner will issue a certificate of Occupancy in writing.
- **2-2.2 Caltrans Encroachment Permit.** To the "WHITEBOOK", item 1, DELETE in its entirety and SUBSTITUTE with the following:
  - 1. You shall apply and obtain the Double (Rider) Caltrans Encroachment Permit.
    - a) You shall pay for and secure the permit prior to construction.
    - b) You shall arrange and pay for inspection as required by Caltrans.
- **2-2.3 Payment.** To the "WHITEBOOK", item 2, DELETE in its entirety and SUBSTITUTE with the following:
  - 2. The payment for applying and obtaining the Caltrans Encroachment Permit shall be included in the Allowance Bid item for "Caltrans Encroachment Permit Submittal" and shall include preparing plans and addressing Caltrans comments.

#### **SECTION 3 - CONTROL OF THE WORK**

- **SELF-PERFORMANCE.** To the "GREENBOOK", DELETE in its entirety and SUBSTITUTE with the following:
  - 1. You shall perform, with your own organization, Contract Work amounting to at least 50% of the base Bid.
- **3-8.7 Contractor's Quality Control Plan (QCP).** To the "WHITEBOOK", ADD the following:
  - 7. The establishment and implementation of a Quality Control Plan (QCP), as defined in the standard specifications, shall be required for this Contract. See example in **Appendix F Sample Contractor's Daily Quality Control Plan Inspection Report.**

- **3-8.7.1 QCP Submittal.** To the "WHITEBOOK", item 2, DELETE in its entirety and SUBSTITUTE with the following:
  - 2. The QCP shall be organized to address, at a minimum, the following items:
    - a) Quality Control Administrator
    - b) Surface preparation and paving schedule
    - c) Inspection and documentation requirements (Daily Quality Control Inspection Report)
    - d) Material quality control testing plan
    - e) Documentation of quality control activities
    - f) Procedures for corrective action when quality control and/or acceptance criteria are not met
    - g) If paving Work will be in areas prone to shade, provide curing time of product
- **3-8.7.4 Documentation.** To the "WHITEBOOK", item 3, section "a", subsection "viii", DELETE in its entirety and SUBSTITUTE with the following:
  - viii. Documentation that the following have been verified to be in compliance:
    - Proper storage of materials and equipment.
    - Proper operation of all equipment.
    - Adherence to plans and technical specifications.
    - Review of quality control tests.
    - Safety inspection.
    - Mixing properties of products against the approved submittal limits.
- **3-13.1 Completion.** To the "GREENBOOK", DELETE in its entirety and SUBSTITUTE with the following:
  - 1. You shall submit a written assertion that the Work has been completed and is ready for Owner Acceptance. If, in the Engineer's judgment, the Work has been completed in accordance with the Contract Documents, the Engineer will set forth in writing the date the Work was completed. This will be the date that you are relieved from responsibility to protect and maintain the Work and to which liquidated damages will be computed.

**3-13.1.1 Requirements Before Requesting a Walk-through.** To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

#### 3-13.1.1 Requirements Before Requesting Substantial Completion.

- 1. The following items are required prior to requesting a Substantial Completion:
  - a) Remove temporary facilities from the Site.
  - b) Thoroughly cleaning the Site and removing all mark outs and construction staking.
  - c) Provide completed and signed Red-lines in accordance with 3-7.3 "Redlines and Record Documents".
  - d) Provide all material and equipment maintenance and operation instructions and/or manuals.
  - e) Provide all tools which are permanent parts of the equipment installed in the Project.
  - f) Provide and properly identify all keys for construction and all keys for permanent Work.
  - g) Provide all final Special Inspection reports required by the applicable building Code.
  - h) Provide all items specified to be supplied as extra stock. Wrap, seal, or place in a container all items as necessary to allow for storage by the City for future use. Verify the specified quantities.
  - i) Ensure that all specified EOCP and certified wage rate documentations covering the Contract Time have been submitted.
  - j) Provide the spare parts for the proposed irrigation system as specified in the Special Provisions.
  - k) If the Work includes sewer and storm drain installations, the inspection shall include televising in accordance with 306-18, "VIDEO INSPECTION".
  - I) If the Work includes a Plant Establishment Period, Work in accordance with 801-6, "MAINTENANCE AND PLANT ESTABLISHMENT" shall be completed prior to requesting Substantial Completion, unless approved otherwise by the Owner.
  - m) Notify the Engineer to arrange a final inspection of permanent BMPs installed.

- **3-13.1.2 Walk-through and Punchlist Procedure.** To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:
  - 1. You shall notify the Engineer 15 Working Days in advance of date of anticipated Substantial Completion to allow time for Engineer to schedule a Walk-through. After you complete the requirements in 3-13.1.1, "Requirements Before Requesting Substantial Completion" and when you consider that the Work is Substantially Complete, you will notify the Engineer in writing that the Project is Substantially Complete. The Engineer will review your request and determine if the Project is ready for a Walk-through, by verifying whether you have completed all items as required by 3-13.1.1, "Requirements Before Requesting Substantial Completion". Within 7 Working Days, the City will either reject your request of a Walk-through in writing or schedule a Walk-through inspection. The Engineer shall facilitate the Walk-through.
  - 2. The following documents shall be provided at the time of your Walk-through request: As-Built markup, Plans, specifications, technical data such as submittals and equipment manuals, draft final payment, warranties, material certifications, bonds, guarantees, maintenance service agreements, and maintenance and operating manuals.
  - 3. Written warranties, except manufacturer's standard printed warranties, shall be on a letterhead addressed to you. Warranties shall be submitted in the format described in this section, modified as approved by the City, to suit the conditions pertaining to the warranty. Lack of submitting these items will delay start of Walk-through.
  - 4. The Engineer will provide you with the Punchlist within 15 Working Days after the date of the Walk-through. The City shall not provide a preliminary Punchlist.
  - 5. If the Engineer finds that the Project is not Substantially Complete as defined herein, the Engineer will terminate the Walk-through and notify you in writing.
  - 6. If, at any time during the Engineer's evaluation of the corrective Work required by the Punchlist, the Engineer discovers that additional corrective Work is required, the Engineer may include that corrective Work in the Punchlist.
  - 7. You shall remain solely responsible for the Project Site until the Project is completely operational, all Punchlist items have been corrected, and all operation and maintenance manuals have been accepted by the City.
  - 8. The Engineer shall meet with you until all Punchlist items are corrected. You shall complete the Punchlist within 30 Working Days, and Working Days will continue to be counted until Acceptance of the Project.

- **Acceptance.** To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:
  - 1. You shall provide the completed, signed, and stamped DS-563 to the Engineer prior to Acceptance.
  - 2. You shall deliver the final As-builts and final billing prior to Acceptance.
  - 3. You shall assemble and deliver to the Engineer a Final Summary Report and Affidavit of Disposal prior to Acceptance.
  - 4. Acceptance shall occur after all of the requirements contained in the Contract Documents have been fulfilled. If, in the Engineer's judgment, you have fully performed the Contract, the Engineer will recommend to the City Engineer that your performance of the Contract be accepted. You shall receive notification of Acceptance in writing from the Owner and counting of working days shall cease and Warranty begins.
  - 5. Retention can be released 35 Calendar Days after NOC. Submit your request for retention to the Resident Engineer and they will mail to you a "Release of Claims" form which shall be completed and returned before the retention will be released.
- **3-13.3 Warranty.** To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:
  - 1. You shall warranty and repair all defective materials and workmanship for a period of 1 year. This call back warranty period shall start on the date the Work was accepted by the City unless the City has Beneficial Use or takes Occupancy of the project earlier (excluding water, sewer, and storm drain projects).
  - 2. You shall warranty the Work free from all latent defects for 10 years and patent defects for a period of 4 years.
  - 3. The warranty period for specific items covered under manufacturers' or suppliers' warranties shall commence on the date they are placed into service at the direction of the Engineer in writing.
  - 4. All express warranties from Subcontractors, manufacturers', or Suppliers', of any tier, for the materials furnished and Work performed shall be assigned, in writing, to the City, and shall be delivered to the Engineer prior to the Acceptance of your performance of the Contract.
  - 5. Replace or repair defective materials and workmanship in a manner satisfactory to the Engineer after notice to do so from the Engineer and within the time specified in the notice. If you fail to make such replacements or repairs within the time specified in the notice, the City may perform the

replacement or repairs at your expense. If you fail to reimburse the City for the actual costs, your Surety shall be liable for the cost

6. Items that shall be warrantied free from defective workmanship and materials for a period longer than 1 year are as follows:

Specified Item	Minimum Warranty Period
Detectable Warning Tile Construction	3 Years of Manufacturer's Warranty
All Work Under SECTION 500 – PIPELINE REHABILITATION	3 Years
Fiber Optic Interconnect Cables	2 Years
Luminaires*	10 Years of Manufacturer's Warranty
LED Signal Modules	3 Years of Manufacturer's Warranty
Field Devices Associated with 700-6.3, "Adaptive Control Note"	See 700-6.3.9, "Warranty"

<sup>\*</sup> Provide documentation verifying that the induction luminaire models being offered for the Project are covered by the 10 year warranty.

- 7. You shall provide the City and property owner a copy of the manufacturer's warranty for private sewer pumps, including the alarm panel and all other accessories.
  - a) You shall involve the manufacturer in the installation and startup as needed to secure any extended warranty required.
  - b) Nothing in here is intended to limit any manufacturer's warranty which provides the City with greater warranty rights than set forth in this section or the Contract Documents.
  - c) The warranty shall include all components. The form of the warranty shall be approved by the Engineer in accordance with **3-13.3.2**, "Warranty Format Requirements".

8. If, during the warranty period, any item of the Work is found to be Defective Work, you shall correct it promptly after receipt of written notice from the City to do so. The warranty period shall be extended with respect to portions of the Work corrected as part of the warranty requirements.

#### **SECTION 4 - CONTROL OF MATERIALS**

- **4-3.6 Preapproved Materials.** To the "WHITEBOOK", ADD the following:
  - 3. You shall submit in writing a list of all products to be incorporated in the Work that are on the AML.
- **4-6 TRADE NAMES.** To the "WHITEBOOK", ADD the following:
  - 11. You shall submit your list of proposed substitutions for an "equal" item **no**later than 5 Working Days after the determination of the Apparent Low
    Bidder and on the City's Product Submittal Form available at:

http://www.sandiego.gov/publicworks/edocref/index.shtml

#### **SECTION 5 - LEGAL RELATIONS AND RESPONSIBILITIES**

**5-4 INSURANCE.** To the "GREENBOOK", DELETE in its entirety and SUBSTITUTE with the following:

# 5-4 INSURANCE.

1. The insurance provisions herein shall not be construed to limit your indemnity obligations contained in the Contract.

#### 5-4.1 Policies and Procedures.

- 1. You shall procure the insurance described below, at its sole cost and expense, to provide coverage against claims for loss including injuries to persons or damage to property, which may arise out of or in connection with the performance of the Work by you, your agents, representatives, officers, employees or Subcontractors.
- 2. Insurance coverage for property damage resulting from your operations is on a replacement cost valuation. The market value will not be accepted.
- 3. You shall maintain this insurance for the duration of this Contract and at all times thereafter when you are correcting, removing, or replacing Work in accordance with this Contract. Your liabilities under the Contract, e.g., your indemnity obligations, is not deemed limited to the insurance coverage required by this Contract.

- 4. The payment for insurance shall be included in the Contract Price as bid by you. Except as specifically agreed to by the City in writing, you are not entitled to any additional payment. Do not begin any Work under this Contract until you have provided and the City has approved all required insurance.
- 5. Policies of insurance shall provide that the City is entitled to 30 Days (10 Days for cancellation due to non-payment of premium) prior written notice of cancellation or non-renewal of the policy. Maintenance of specified insurance coverage is a material element of the Contract. Your failure to maintain or renew coverage or to provide evidence of renewal during the term of the Contract may be treated by the City as a material breach of the Contract.

# 5-4.2 Types of Insurance.

# 5-4.2.1 Commercial General Liability Insurance.

- 1. Commercial General Liability Insurance shall be written on the current version of the ISO Occurrence form CG 00 01 07 98 or an equivalent form providing coverage at least as broad.
- 2. The policy shall cover liability arising from premises and operations, XCU (explosions, underground, and collapse), independent contractors, products/completed operations, personal injury and advertising injury, bodily injury, property damage, and liability assumed under an insured's contract (including the tort liability of another assumed in a business contract).
- 3. There shall be no endorsement or modification limiting the scope of coverage for either "insured vs. insured" claims or contractual liability. You shall maintain the same or equivalent insurance for at least 10 years following completion of the Work.
- 4. All costs of defense shall be outside the policy limits. Policy coverage shall be in liability limits of not less than the following:

General Annual Aggregate Limit	Limits of Liability
Other than Products/Completed Operations	\$2,000,000
Products/Completed Operations Aggregate Limit	\$2,000,000
Personal Injury Limit	\$1,000,000
Each Occurrence	\$1,000,000

### 5-4.2.2 Commercial Automobile Liability Insurance.

1. You shall provide a policy or policies of Commercial Automobile Liability Insurance written on the current version of the ISO form CA 00 01 12 90 or later version or equivalent form providing coverage at least as broad in the amount of \$1,000,000 combined single limit per accident, covering bodily

injury and property damage for owned, non-owned, and hired automobiles ("Any Auto").

- 2. All costs of defense shall be outside the limits of the policy.
- **S-4.3 Rating Requirements.** Except for the State Compensation Insurance Fund, all insurance required by this Contract as described herein shall be carried only by responsible insurance companies with a rating of, or equivalent to, at least "A-, VI" by A.M. Best Company, that are authorized by the California Insurance Commissioner to do business in the State, and that have been approved by the City.
- **5-4.3.1 Non-Admitted Carriers.** The City will accept insurance provided by non-admitted, "surplus lines" carriers only if the carrier is authorized to do business in the State and is included on the List of Approved Surplus Lines Insurers (LASLI list).

All policies of insurance carried by non-admitted carriers shall be subject to all of the requirements for policies of insurance provided by admitted carriers described herein.

**5-4.4 Evidence of Insurance.** Furnish to the City documents e.g., certificates of insurance and endorsements evidencing the insurance required herein, and furnish renewal documentation prior to expiration of this insurance. Each required document shall be signed by the insurer or a person authorized by the insurer to bind coverage on its behalf. We reserve the right to require complete, certified copies of all insurance policies required herein.

#### 5-4.5 Policy Endorsements.

## 5-4.5.1 Commercial General Liability Insurance.

#### 5-4.5.1.1 Additional Insured.

- 1. You shall provide at your expense policy endorsement written on the current version of the ISO Occurrence form CG 20 10 11 85 or an equivalent form providing coverage at least as broad.
- 2. To the fullest extent allowed by law e.g., California Insurance Code §11580.04, the policy shall be endorsed to include the City and its respective elected officials, officers, employees, agents, and representatives as additional insured.
- 3. The additional insured coverage for projects for which the Engineer's Estimate is \$1,000,000 or more shall include liability arising out of:
  - a) Ongoing operations performed by you or on your behalf,
  - b) your products,
  - c) your Work, e.g., your completed operations performed by you or on your behalf, or

- d) premises owned, leased, controlled, or used by you.
- 4. The additional insured coverage for projects for which the Engineer's Estimate is less than \$1,000,000 shall include liability arising out of:
  - a) Ongoing operations performed by you or on your behalf,
  - b) your products, or
  - c) premises owned, leased, controlled, or used by you.
- 5-4.5.1.2 Primary and Non-Contributory Coverage. The policy shall be endorsed to provide that the coverage with respect to operations, including the completed operations, if appropriate, of the Named Insured is primary to any insurance or self-insurance of the City and its elected officials, officers, employees, agents and representatives. Further, it shall provide that any insurance maintained by the City and its elected officials, officers, employees, agents and representatives shall be in excess of your insurance and shall not contribute to it.
- **5-4.5.1.3 Project General Aggregate Limit.** The policy or policies shall be endorsed to provide a Designated Construction Project General Aggregate Limit that will apply only to the Work. Only claims payments which arise from the Work shall reduce the Designated Construction Project General Aggregate Limit. The Designated Construction Project General Aggregate Limit shall be in addition to the aggregate limit provided for the products-completed operations hazard.
- 5-4.5.2 Commercial Automobile Liability Insurance.
- **5-4.5.2.1 Additional Insured.** Unless the policy or policies of Commercial Auto Liability Insurance are written on an ISO form CA 00 01 12 90 or a later version of this form or equivalent form providing coverage at least as broad, the policy shall be endorsed to include the City and its respective elected officials, officers, employees, agents, and representatives as additional insured, with respect to liability arising out of automobiles owned, leased, hired or borrowed by you or on your behalf. This endorsement is limited to the obligations permitted by California Insurance Code §11580.04.
- **5-4.6 Deductibles and Self-Insured Retentions.** You shall pay for all deductibles and self-insured retentions. You shall disclose deductibles and self-insured retentions to the City at the time the evidence of insurance is provided.
- **S-4.7 Reservation of Rights.** The City reserves the right, from time to time, to review your insurance coverage, limits, deductibles and self-insured retentions to determine if they are acceptable to the City. The City will reimburse you, without overhead, profit, or any other markup, for the cost of additional premium for any coverage requested by the Engineer but not required by this Contract.

- **Notice of Changes to Insurance.** You shall notify the City 30 Days prior to any material change to the policies of insurance provided under this Contract.
- **5-4.9 Excess Insurance.** Policies providing excess coverage shall follow the form of the primary policy or policies e.g., all endorsements.

## 5-4.11 Workers' Compensation Insurance and Employers Liability Insurance.

- 1. In accordance with the provisions of §3700 of the California Labor Code, you shall provide at your expense Workers' Compensation Insurance and Employers Liability Insurance to protect you against all claims under applicable state workers compensation laws. The City, its elected officials, and employees will not be responsible for any claims in law or equity occasioned by your failure to comply with the requirements of this section.
- 2. Limits for this insurance shall be not less than the following:

Workers' Compensation	Statutory Employers Liability
Bodily Injury by Accident	\$1,000,000 each accident
Bodily Injury by Disease	\$1,000,000 each employee
Bodily Injury by Disease	\$1,000,000 policy limit

- 3. By signing and returning the Contract you certify that you are aware of the provisions of §3700 of the Labor Code which requires every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code and you shall comply with such provisions before commencing the Work as required by §1861 of the California Labor Code.
- **5-4.11.1. Waiver of Subrogation.** The policy or policies shall be endorsed to provide that the insurer will waive all rights of subrogation against the City and its respective elected officials, officers, employees, agents, and representatives for losses paid under the terms of the policy or policies and which arise from Work performed by the Named Insured for the City.
- **5-10.2.1 Public Notice by Contractor.** To the "WHITEBOOK", item 3, DELETE in its entirety and SUBSTITUTE with the following:
  - 3. Furnish and distribute public notices in the form of door hangers using the City's format to all occupants and/or property owners along streets:
    - a) Where Work is to be performed at least Working 5 Working Days before starting construction or survey activities or impacting the community as approved by the Resident Engineer.
    - b) Within 5 Working Days of the completion of your construction activities where Work was performed, you shall distribute public notices in the

form of door hangers, which outlines the anticipated dates of Asphalt Resurfacing or Slurry Seal.

c) 72 hours in advance of the scheduled resurfacing.

- **5-13 ELECTRONIC COMMUNICATION.** To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:
  - 1. Virtual Project Manager shall be used on this Contract.
  - 2. You shall post all communications addressed to the Engineer concerning construction including RFIs, submittals, daily logs including the Weekly Statement of Working Days (WSWD), Storm Water, and transmittals to the Virtual Project Manager (VPM) website established for the Projects. This shall not supersede any Federal requirements.
  - 3. Maintain a list of scheduled activities including planned and actual execution dates for all major construction activities and milestones defined in the approved Schedule.
  - 4. Review and act on all communications addressed to you in the VPM project website.
  - 5. A user's guide to the VPM system is available on the City's website and shall be provided to you at the Pre-construction Meeting. Refer to the VPM training videos and forms at the location below:

https://www.sandiego.gov/publicworks/edocref

- 6. Submit the Sensitive Information Authorization Acknowledgement Form and VPM User Agreement located in the VPM user's guide at the Pre-construction Meeting.
- **5-15.1 General.** To the "WHITEBOOK", item 10, DELETE in its entirety and SUBSTITUTE with the following:
  - 10. You shall ensure that construction staff have the required Hazardous Waste Operations and Emergency Response (HAZWOPER) certification for construction activities that have encountered flammable liquids or other hazardous substances. Construction staff shall include: City Engineers, City Laboratory Technicians, and City staff that perform onsite inspections.
    - a) If your Work encounters flammable liquids or other hazardous substances, you shall be responsible for scheduling training for all construction staff to attend and for submitting verification to the Engineer that construction staff have the required HAZWOPER certification prior to continuing that Work in that area. You shall maintain the HAZWOPER certifications annually until the construction

activities triggering the requirement is complete, as approved by the Resident Engineer.

#### SECTION 6 - PROSECUTION AND PROGRESS OF THE WORK

- **6-1.1 Construction Schedule.** To the "WHITEBOOK", item 1, subsection "s", DELETE in its entirety and SUBSTITUTE with the following:
  - s) Submit an updated cash flow forecast with every pay request (for each Project ID or WBS number provided in the Contract) showing periodic and cumulative construction billing amounts for the duration of the Contract Time. If there has been any Extra Work since the last update, include only the approved amounts.
    - Refer to the Sample City Invoice materials in Appendix D Sample
       City Invoice with Cash Flow Forecast and use the format shown.
    - ii. See also the "Cash Flow Forecast Example" at the location below:

https://www.sandiego.gov/publicworks/edocref

**6-1.5.2 Excusable Non-Compensable Delays.** To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

### 6-1.5.2 Excusable Non-Compensable and Concurrent Delays.

- 1. The City shall only issue an extension of time for Excusable Delays that meet the requirements of 6-4.2, "Extensions of Time" for the following circumstances:
  - a) Delays resulting from Force Majeure.
  - b) Delays caused by weather.
  - c) Delays caused by changes to County, State, or Federal law.
- 2. When a non-excusable delay is concurrent with an Excusable Delay, you shall not be entitled to an extension of Contract Time for the period the non-excusable delay is concurrent with the Excusable Delay.
- 3. When an Excusable Non-Compensable Delay is concurrent with an Excusable Compensable Delay, you shall be entitled to an extension of Contract Time, but shall not be entitled to compensation for the period the Excusable Non-Compensable Delay is concurrent with the Excusable Compensable Delay.

- **6-2.1 Moratoriums.** To the "WHITEBOOK", ADD the following:
  - 3. Do not Work in the areas where there is currently a moratorium issued by the City. The areas subject to moratorium are listed below:
    - a) Entire project boundary is subjected to Beach Area Construction Moratorium. The summer period is considered to extend from Memorial Day to Labor Day. The periods of most critical concern are Memorial Day, Fourth of July and Labor Day. No construction activities be scheduled on the days preceding and immediately following the holiday periods noted above.
- **6-4.2 Extensions of Time.** To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:
  - 1. The Contract Time shall not be modified except by Change Order.
  - 2. You shall notify the City in writing within **1 Working Day** after the occurrence and discovery of an event that impacts the Project Schedule.
    - a) If you believe this event requires a Change Order, you shall submit a written Change Order request with a report to the City that explains the request for Change Order within 5 Working Days. The Change Order request must include supporting data, a general description of the discovery, the basis for extension, and the estimated length of extension. The City may grant an extension of time, in writing, for the Change Order request if you require more time to gather and analyze data.
  - 3. The Engineer shall not grant an extension of Contract Time in accordance with 6-1.5, "Excusable Delays" unless you demonstrate, through an analysis of the critical path, the following:
    - a) The event causing the delay impacted the activities along the Project's critical path.
    - b) The increases in the time to perform all or part of the Project beyond the Contract Time arose from unforeseeable causes beyond your control and without your fault or negligence and that all project float has been used.
  - 4. Any modifications to the Contract Time will be incorporated into the weekly document that the Engineer issues that stipulates the Contract Time. If you do not agree with this document, submit to the Engineer for review a written protest supporting your objections to the document within 30 Calendar Days after receipt of the statement. Your failure to file a timely protest shall constitute your acceptance of the Engineer's weekly document.
    - a) Your protest will be considered a claim for time extension and shall be subject to 2-10.1, "Claims".

- **6- 4.4 Written Notice and Report.** To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:
  - 1. Your failure to notify the Resident Engineer within **1 Working Day** OR provide a Change Order request within **5 Working Days** after the event, in accordance with 6-4.2, "Extensions of Time", will be considered grounds for refusal by the City to consider such request if your failure to notify prejudices the City in responding to the event.

#### ADD:

#### 6-6.1.1 Environmental Document.

- The City of San Diego has prepared a Notice of Exemption for Mission Bay Park Paving (Street Resurfacing Mission Bay & Pacific Beach Pipeline South) Project Nos. B-19195, B-12117 and S-12015, as referenced in the Contract Appendix. You shall comply with all requirements of the Notice of Exemption as set forth in Appendix A.
- 2. Compliance with the City's environmental document shall be included in the Contract Price, unless separate bid items have been provided.

#### **SECTION 7 - MEASUREMENT AND PAYMENT**

- **7-3.9 Field Orders.** To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:
  - 1. If the cumulative total of Field Order items of Work does not exceed the "Field Orders" Bid Item, the City shall pay those Field Orders as shown below:

TABLE 7-3.9
FIELD ORDER LIMITS

Contract Price	Maximum Field Order Work Amount
Less than \$100,001	\$2,500
\$100,001 to \$1,000,000	\$5,000
\$1,000,001 to \$5,000,000	\$10,000
\$5,000,001 to \$15,000,000	\$20,000
\$15,000,001 to \$30,000,000	\$40,000
Greater than \$30,000,000	\$50,000

- 2. Field Order items of Work for contracts greater than \$15,000,000 will require additional approvals from the City prior to its approval by the Resident Engineer.
- 3. The City will issue a Field Order only after the City's acceptance of the cost of the field order amount.
- 4. Field Orders shall not be used to add scope or to include extensions of time related to changes in work.
- 5. If in the event there is a change related to the critical path on the project which necessitates an extension of time and the change amount is within the Field Order limits shown on Table 7-3.9, then a Field Order can be issued to compensate you for the approved costs. Any extensions of time associated with the change shall be included in a subsequent Change Order and no additional compensation shall be granted as part of the change order for the extension of time.
- 6. The unused portions of Field Orders Bid item shall revert to the City upon Acceptance.
- **7-3.11 Compensation Adjustments for Price Index Fluctuations.** To the "WHITEBOOK" ADD the following:
  - 5. This Contract is subject to the provisions of The "WHITEBOOK" for Compensation Adjustments for Price Index Fluctuations for paving asphalt.

#### **SECTION 203 - BITUMINOUS MATERIALS**

- **203-6.3.1 General.** To the "WHITEBOOK", ADD the following:
  - 3. Asphalt concrete for Job Mix Formula (JMF) and Mix Designs shall be Type III and shall not exceed 15% RAP.

# SECTION 301 – SUBGRADE PREPARATION, TREATED MATERIALS, AND PLACEMENT OF BASE MATERIALS

- **301-1.6 Preparatory Repair Work.** To the "WHITEBOOK", item 1, DELETE in its entirety and SUBSTITUTE with the following:
  - 1. Prior to the placement of any asphalt concrete or application of slurry, you shall complete all necessary preparation and repair Work and shall obtain approval by the Resident Engineer.

ADD the following:

13. Asphalt concrete shall be Type III and shall not exceed 15% RAP in accordance with 203-6.3.1, "General".

#### **SECTION 302 - ROADWAY SURFACING**

- **Scheduling, Public Convenience and Traffic Control.** To the "GREENBOOK", paragraphs (1) and (2), DELETE in its entirety and SUBSTITUTE with the following:
  - 1. In addition to the requirements of Part 6, you shall comply with the following:
    - a) At least 5 Working Days prior to commencing the Work, you shall submit your proposed Schedule to the Engineer for approval.
    - b) Based upon the approved schedule, you shall notify residents and businesses of the Work and post temporary "No Parking" signs 72 hours in advance.
    - c) Requests for changes in the approved Schedule shall be submitted to the Engineer for approval at least 3 Working Days before the street is scheduled to be sealed.
- **302-4.12.2 Application.** To the "WHITEBOOK", item 1, ADD the following:
  - c) RPMS shall only be placed when ambient temperature is 50° F or higher.

#### **SECTION 303 - CONCRETE AND MASONRY CONSTRUCTION**

- **303-5.10.2 Payment.** To the "WHITEBOOK", ADD the following:
  - 4. The payment for "Straight Passage Way with Stainless Steel Detectible Warning Tiles per SDG-139" shall include transition areas, landings, DWTs, demolition and disposal, forming, relocating or raising items in conflict to grade, protecting and preserving existing survey monuments and improvements, and restoring payement.
- **303-6.1.2 Payment.** To the "WHITEBOOK", ADD the following:
  - 3. The payment for "Traffic Median Removal and Repair" shall include demolition and disposal, forming, curb painting, relocating or raising items in conflict to grade, protecting and preserving existing survey monuments and improvements, and restoring payement.

#### **SECTION 402 – UTILITIES**

- **402-2 PROTECTION.** To the "WHITEBOOK", item 2, ADD the following:
  - g) Refer to **Appendix G Advanced Metering Infrastructure (AMI) Device Protection** for more information on the protection of AMI devices.

# SECTION 601- TEMPORARY TRAFFIC CONTROL FOR CONSTRUCTION AND MAINTENANCE WORK ZONES

- **Traffic Control for Resurfacing and Slurry Sealing.** To the "WHITEBOOK", item 3, subsection "d", DELETE in its entirety and SUBSTITUTE with the following:
  - d) Place "NO PARKING TOW-AWAY ZONE" signs 72 hours in advance of the scheduled slurry sealing. Reschedule street block segments which are not completed by the last posted Working Day. If a Work delay of 48 hours or more occurs from the originally scheduled Work date, remove the "NO PARKING TOW-AWAY ZONE" signs for a minimum of 24 hours, then reset and re-post for the appropriate Work date.
- **General.** To the "WHITEBOOK", item 3, DELETE in its entirety and SUBSTITUTE with the following:
  - 3. Temporary "No Parking" and "No Stopping" signs shall be installed 72 hours before enforcement. Temporary "No Parking" and "No Stopping" signs shall be installed and removed as specified in the Special Provisions. Signs shall indicate specific days, dates, and times of restrictions. If violations occur, call Police Dispatch 619-531-2000 to enforce the Tow-Away notice.
- **601-3.6 Channelizing Devices.** To the "WHITEBOOK", item 4, Barricades, ADD the following:
  - h) You shall place "OPEN TRENCH" signs (C27(CA)) on Type 3 Barricade within the construction Work zone, ahead of any Work areas with open trenches that are greater than 3 inches in depth, in accordance with California MUTCD SECTION 6F.103 (CA). The barricades shall be placed in a continuous manner and shall prevent pedestrian, vehicular, and biker access to the open trench area.
- **601-7 PAYMENT.** To the "WHITEBOOK", ADD the following:
  - 6. The payment for all work, including material and labor costs and time associated with the installation of flexible delineators and aluminum anchor cups in accordance with 601-3.6.1.1 shall be made at the contract unit bid price for "Delineator Removal and Replacement" for each delineator installed."

#### **SECTION 700 - MATERIALS**

- **700-5.1 Vehicle Detectors.** To the "WHITEBOOK", item 1, DELETE in its entirety and SUBSTITUTE with the following:
  - 1. Loop wire shall be Type 2. Loop detector lead-in cable shall be Type "B". Slots shall be filled with elastomeric sealant, epoxy sealant, or hot-melt rubberized asphalt sealant, except asphaltic emulsion loop sealant and cold tar loop sealant are acceptable if the pavement surface will receive an asphaltic concrete overlay.

#### **SECTION 701 - CONSTRUCTION**

### **701-2 Payment.** To the "WHITEBOOK", ADD the following:

6. Payment for all Work, materials, labor, costs, and time associated with the installation of a pedestrian push button shall include but not limited to: Push Button Assembly, PVC Conduit, Pull Box and removal of any conflict devices shall be included in the bid item for "Pedestrian Push Button".

#### **SECTION 801 - INSTALLATION**

#### 801-7 MAINTENANCE OF EXISTING TREES

- **Root Pruning on Curb Side.** To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:
  - Prune the tree roots in accordance with the Contract Documents and City of San Diego Standard Drawings. The Contractor shall coordinate the schedule of the root prune work within 1 week of the concrete repair work. Roots shall be cut following the removal of the existing curb and prior to the installation of the new curb when practical.
    - The Work includes cutting all roots necessary for satisfactory forming for replaced curb to a depth of 21 inches on the curb side, along the edge of the curb for a distance of 10 feet in each direction from the trunk. If the walk will not be replaced, roots shall be cut in straight lines parallel to the curb. The root cut shall not be more than 3 inches from edge of existing curb for a length of 10 feet in each direction from the trunk.
  - 2. Roots more than 2 inches in diameter shall be preapproved for removal by the Engineer based upon a report from the City arborist. Roots shall be cut at the nearest node to encourage roots to grow away from the curb. Root cutting shall not impact the trunk flare. Install root barriers as specified in the Whitebook, Section 801-7.6, and current City of San Diego Standard Drawings. Backfill excavated areas with Class A topsoil as directed by the Engineer to existing grade and compact sufficiently to not settle when walked upon.
  - 3. In order to protect existing trees, surface roots in the parkway area or planter strip shall not be damaged or removed outside of pruning area and no construction equipment or supplies including spoils shall be placed in or upon this area.
  - 4. The City Arborist will be required on site during Root Pruning, at locations that will be specified by the Engineer to monitor the Root Pruning of trees.

#### ADD:

#### 801-7.7 Pneumatic Soil Excavation and Tree Root Relocation.

- 1. For the trees specified in the plan relocate the roots below the level of the road improvement (new asphalt, base repair, or class II base repair) as directed by the Engineer.
  - All work must be monitored, photographed, and documented by the City Arborist and approved by the Engineer.
- 2. Prior to the beginning of the pneumatic soil excavation, you shall remove existing pavement, curb and gutter, and any other hardscape material without damaging the roots.
- 3. The area of excavation shall be thoroughly wetted, 24 hours in advance, to minimize dust to the greatest extent possible. The pneumatic device shall be the "Air Spade CPG System" by the Concept Engineering Group, Inc., or an approved equal. You shall provide a compressor unit for operating the pneumatic excavator rated at one hundred fifty standard cubic feet per minute (150 scfm) and ninety pounds per square foot gauge (90 psfg).
- 4. Tree roots exposed by the excavation operation must be kept constantly moist with burlap covered with plastic. Backfill must be placed within 48 hours from the time of exposure.
- 5. The City Arborist will inspect any roots encountered over 2 (two) inches in diameter and determine the impact of their relocation on the structural stability of the tree and give the final approval for proper root relocation including root pinning.
- 6. After the tree root relocation and root pinning, backfill excavated areas with the soil, prepare the subgrade and do the base, pavement, and curb and gutter repair as it is specified in the Contract Document. Class A topsoil shall be used in the parkway areas, as directed by the Engineer and shall be filled to existing grade and compact sufficiently to not settle down when walked upon.
- 7. In order to protect existing trees or surface roots in the parkway area or exposed roots, no construction equipment or supplies shall be placed in or upon the area of excavation.
- 8. The City arborist will be required on site during Pneumatic Soil Excavation and Tree Root Relocation, to monitor the Pneumatic Soil Excavation and Tree Root Relocation at locations that are specified in the Contract Documents or by the Engineer.

- **801-8 MEASUREMENT.** To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:
  - 1. Tree maintenance Work shall be measured by "Tree Root Pruning and Barrier" per each tree and "Pneumatic Soil Excavation and Tree Root Relocation" per each tree.
- **801-9 PAYMENT.** To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:
  - 1. Payment for the "Tree Root Pruning and Barrier" material and work, including the excavation, preparation, installment of the root barriers, root pruning, backfilling, topsoil, and other specified in the Contract Document such as in section 801-7 shall be included under "Tree Root Pruning & Barrier" Bid Item for each tree.
  - 2. Payment for the "Pneumatic Soil Excavation and Tree Root Relocation" material and labor, including the excavation, use of all necessary tools, compressor, tree trimming, preparation, root pinning, backfilling, topsoil, and other specified in the contract documents such as In sections 801-7 shall be included under the "Pneumatic Soil Excavation and Tree Root Relocation" bid item for each tree.

# **SECTION 1001 - CONSTRUCTION BEST MANAGEMENT PRACTICES (BMPs)**

- **1001-1 GENERAL.** To the "WHITEBOOK", ADD the following:
  - 7. Based on a preliminary assessment by the City, this Contract is subject to **WPCP**

# SUPPLEMENTARY SPECIAL PROVISIONS APPENDICES

# **APPENDIX A**

# **NOTICE OF EXEMPTION**

# NOTICE OF EXEMPTION

(Check one or both) TO:X	FROM:	City of San Diego Public Works Department 525 B Street, Suite 750, MS 908A San Diego, CA 92101
Project Name: Mission Bay Park Paving	Proj	ect No. / WBS No.: B-19195.02.06
<b>Project Location-Specific:</b> This project is located on various where work will be done includes Dana Landing Rd, Mission Blvd, Perez Cove Way, Sea World Dr., Sunset Cliffs Park, Ocean Beach and Mission Beach Community Planning	n Bay Dr., In Blvd, Quivira	graham St, Vacation Rd, Gleason Rd, a Way. This project is in the Mission Bay
Project Location-City/County: San Diego/San Diego		
<b>Description of nature and purpose of the Project:</b> This Bay area. Work will consist of slurry seal in certain areas, a Other work in this area includes upgrading existing curbs tin depth.	nd full width	cold milling and AC overlay in others.
Name of Public Agency Approving Project: City of San D	iego	
Name of Person or Agency Carrying Out Project: Juan 92101, (619) 533-5473	Baligad, 52	5 B Street, Suite 750A, San Diego, CA,
Exempt Status: (CHECK ONE)  ( ) Ministerial (Sec. 21080(b)(1); 15268);  ( ) Declared Emergency (Sec. 21080(b)(3); 15269(a));  ( ) Emergency Project (Sec. 21080(b)(4); 15269 (b)(c))  (X) Categorical Exemption: 15301 (Existing Facilities)  ( ) Statutory Exemptions:		
Reasons why project is exempt: The City of San Diego cond that the project meets the categorical exemption criteria se (Existing Facilities), which allows for the operation, repair, no private structures, facilities, involving no expansion of exist highways and streets, sidewalk, and similar facilities); and wonot apply. All work would occur within previously disturbed	et forth in CE naintenance ing or forme where the ex	EQA State Guidelines, Section 15301 , or minor alteration of existing public or er use (examples include existing
Lead Agency Contact Person: Juan Baligad	Т	elephone: (619) 533-5473
<ul><li>If filed by applicant:</li><li>1. Attach certified document of exemption finding.</li><li>2. Has a notice of exemption been filed by the public ag</li></ul>	ency approv	ring the project? ()Yes ()No
It is hereby certified that the City of San Diego has determine	ned the abov	re activity to be exempt from CEOA

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Revised May 2016

It is hereby certified that the City of San Diego has determined the above activity to be exempt from CEQA

Carrie Purcell, Assistant Deputy Director

Date /

Check One:

(X) Signed By Lead Agency

( ) Signed by Applicant

Date Received for Filing with County Clerk or OPR:

# **APPENDIX B**

# **FIRE HYDRANT METER PROGRAM**

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DEPARTMENT INSTRUCTIONS	<b>DI</b> 55.27	Water Department
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(FORMERLY: CONSTRUCTION METER		
PROGRAM)		
	SUPERSEDES	DATED
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# 1. **PURPOSE**

1.1 To establish a Departmental policy and procedure for issuance, proper usage and charges for fire hydrant meters.

# 2. <u>AUTHORITY</u>

- 2.1 All authorities and references shall be current versions and revisions.
- 2.2 San Diego Municipal Code (NC) Chapter VI, Article 7, Sections 67.14 and 67.15
- 2.3 Code of Federal Regulations, Safe Drinking Water Act of 1986
- 2.4 California Code of Regulations, Titles 17 and 22
- 2.5 California State Penal Code, Section 498B.0
- 2.6 State of California Water Code, Section 110, 500-6, and 520-23
- 2.7 Water Department Director

# Reference

- 2.8 State of California Guidance Manual for Cross Connection Programs
- 2.9 American Water Works Association Manual M-14, Recommended Practice for Backflow Prevention
- 2.10 American Water Works Association Standards for Water Meters
- 2.11 U.S.C. Foundation for Cross Connection Control and Hydraulic Research Manual

# 3. **DEFINITIONS**

3.1 **Fire Hydrant Meter:** A portable water meter which is connected to a fire hydrant for the purpose of temporary use. (These meters are sometimes referred to as Construction Meters.)

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- 3.2 **Temporary Water Use:** Water provided to the customer for no longer than twelve (12) months.
- 3.3 **Backflow Preventor:** A Reduced Pressure Principal Assembly connected to the outlet side of a Fire Hydrant Meter.

# 4. **POLICY**

- 4.1 The Water Department shall collect a deposit from every customer requiring a fire hydrant meter and appurtenances prior to providing the meter and appurtenances (see Section 7.1 regarding the Fees and Deposit Schedule). The deposit is refundable upon the termination of use and return of equipment and appurtenances in good working condition.
- 4.2 Fire hydrant meters will have a 2 ½" swivel connection between the meter and fire hydrant. The meter shall not be connected to the 4" port on the hydrant. All Fire Hydrant Meters issued shall have a Reduced Pressure Principle Assembly (RP) as part of the installation. Spanner wrenches are the only tool allowed to turn on water at the fire hydrant.
- 4.3 The use of private hydrant meters on City hydrants is prohibited, with exceptions as noted below. All private fire hydrant meters are to be phased out of the City of San Diego. All customers who wish to continue to use their own fire hydrant meters must adhere to the following conditions:
  - a. Meters shall meet all City specifications and American Water Works Association (AWWA) standards.
  - b. Customers currently using private fire hydrant meters in the City of San Diego water system will be allowed to continue using the meter under the following conditions:
    - 1. The customer must submit a current certificate of accuracy and calibration results for private meters and private backflows annually to the City of San Diego, Water Department, Meter Shop.

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- 2. The meter must be properly identifiable with a clearly labeled serial number on the body of the fire hydrant meter. The serial number shall be plainly stamped on the register lid and the main casing. Serial numbers shall be visible from the top of the meter casing and the numbers shall be stamped on the top of the inlet casing flange.
- 3. All meters shall be locked to the fire hydrant by the Water Department, Meter Section (see Section 4.7).
- 4. All meters shall be read by the Water Department, Meter Section (see Section 4.7).
- 5. All meters shall be relocated by the Water Department, Meter Section (see Section 4.7).
- 6. These meters shall be tested on the anniversary of the original test date and proof of testing will be submitted to the Water Department, Meter Shop, on a yearly basis. If not tested, the meter will not be allowed for use in the City of San Diego.
- 7. All private fire hydrant meters shall have backflow devices attached when installed.
- 8. The customer must maintain and repair their own private meters and private backflows.
- 9. The customer must provide current test and calibration results to the Water Department, Meter Shop after any repairs.
- 10. When private meters are damaged beyond repair, these private meters will be replaced by City owned fire hydrant meters.

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- 11. When a private meter malfunctions, the customer will be notified and the meter will be removed by the City and returned to the customer for repairs. Testing and calibration results shall be given to the City prior to any reinstallation.
- 12. The register shall be hermetically sealed straight reading and shall be readable from the inlet side. Registration shall be in hundred cubic feet.
- 13. The outlet shall have a 2 ½ "National Standards Tested (NST) fire hydrant male coupling.
- 14. Private fire hydrant meters shall not be transferable from one contracting company to another (i.e. if a company goes out of business or is bought out by another company).
- 4.4 All fire hydrant meters and appurtenances shall be installed, relocated and removed by the City of San Diego, Water Department. All City owned fire hydrant meters and appurtenances shall be maintained by the City of San Diego, Water Department, Meter Services.
- 4.5 If any fire hydrant meter is used in violation of this Department Instruction, the violation will be reported to the Code Compliance Section for investigation and appropriate action. Any customer using a fire hydrant meter in violation of the requirements set forth above is subject to fines or penalties pursuant to the Municipal Code, Section 67.15 and Section 67.37.

# 4.6 Conditions and Processes for Issuance of a Fire Hydrant Meter

# Process for Issuance

- a. Fire hydrant meters shall only be used for the following purposes:
  - 1. Temporary irrigation purposes not to exceed one year.

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- 2. Construction and maintenance related activities (see Tab 2).
- b. No customer inside or outside the boundaries of the City of San Diego Water Department shall resell any portion of the water delivered through a fire hydrant by the City of San Diego Water Department.
- c. The City of San Diego allows for the issuance of a temporary fire hydrant meter for a period not to exceed 12 months (365 days). An extension can only be granted in writing from the Water Department Director for up to 90 additional days. A written request for an extension by the consumer must be submitted at least 30 days prior to the 12 month period ending. No extension shall be granted to any customer with a delinquent account with the Water Department. No further extensions shall be granted.
- d. Any customer requesting the issuance of a fire hydrant meter shall file an application with the Meter Section. The customer must complete a "Fire Hydrant Meter Application" (Tab 1) which includes the name of the company, the party responsible for payment, Social Security number and/or California ID, requested location of the meter (a detailed map signifying an exact location), local contact person, local phone number, a contractor's license (or a business license), description of specific water use, duration of use at the site and full name and address of the person responsible for payment.
- e. At the time of the application the customer will pay their fees according to the schedule set forth in the Rate Book of Fees and Charges, located in the City Clerk's Office. All fees must be paid by check, money order or cashiers check, made payable to the City Treasurer. Cash will not be accepted.
- f. No fire hydrant meters shall be furnished or relocated for any customer with a delinquent account with the Water Department.
- g. After the fees have been paid and an account has been created, the

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meter shall be installed within 48 hours (by the second business day). For an additional fee, at overtime rates, meters can be installed within 24 hours (within one business day).

# 4.7 Relocation of Existing Fire Hydrant Meters

- a. The customer shall call the Fire Hydrant Meter Hotline (herein referred to as "Hotline"), a minimum of 24 hours in advance, to request the relocation of a meter. A fee will be charged to the existing account, which must be current before a work order is generated for the meter's relocation.
- b. The customer will supply in writing the address where the meter is to be relocated (map page, cross street, etc). The customer must update the original Fire Hydrant Meter Application with any changes as it applies to the new location.
- c. Fire hydrant meters shall be read on a monthly basis. While fire hydrant meters and backflow devices are in service, commodity, base fee and damage charges, if applicable, will be billed to the customer on a monthly basis. If the account becomes delinquent, the meter will be removed.

# 4.8 **Disconnection of Fire Hydrant Meter**

- a. After ten (10) months a "Notice of Discontinuation of Service" (Tab 3) will be issued to the site and the address of record to notify the customer of the date of discontinuance of service. An extension can only be granted in writing from the Water Department Director for up to 90 additional days (as stated in Section 4.6C) and a copy of the extension shall be forwarded to the Meter Shop Supervisor. If an extension has not been approved, the meter will be removed after twelve (12) months of use.
- b. Upon completion of the project the customer will notify the Meter Services office via the Hotline to request the removal of the fire hydrant meter and appurtenances. A work order will be generated

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for removal of the meter

- c. Meter Section staff will remove the meter and backflow prevention assembly and return it to the Meter Shop. Once returned to the Meter Shop the meter and backflow will be tested for accuracy and functionality.
- d. Meter Section Staff will contact and notify Customer Services of the final read and any charges resulting from damages to the meter and backflow or its appurtenance. These charges will be added on the customer's final bill and will be sent to the address of record. Any customer who has an outstanding balance will not receive additional meters.
- e. Outstanding balances due may be deducted from deposits and any balances refunded to the customer. Any outstanding balances will be turned over to the City Treasurer for collection. Outstanding balances may also be transferred to any other existing accounts.

# 5. **EXCEPTIONS**

5.1 Any request for exceptions to this policy shall be presented, in writing, to the Customer Support Deputy Director, or his/her designee for consideration.

# 6. **MOBILE METER**

- Mobile meters will be allowed on a case by case basis. All mobile meters will be protected by an approved backflow assembly and the minimum requirement will be a Reduced Pressure Principal Assembly. The two types of Mobile Meters are vehicle mounted and floating meters. Each style of meters has separate guidelines that shall be followed for the customer to retain service and are described below:
  - a) **Vehicle Mounted Meters**: Customer applies for and receives a City owned Fire Hydrant Meter from the Meter Shop. The customer mounts the meter on the vehicle and brings it to the Meter Shop for

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inspection. After installation is approved by the Meter Shop the vehicle and meter shall be brought to the Meter Shop on a monthly basis for meter reading and on a quarterly basis for testing of the backflow assembly. Meters mounted at the owner's expense shall have the one year contract expiration waived and shall have meter or backflow changed if either fails.

- b) Floating Meters: Floating Meters are meters that are not mounted to a vehicle. (Note: All floating meters shall have an approved backflow assembly attached.) The customer shall submit an application and a letter explaining the need for a floating meter to the Meter Shop. The Fire Hydrant Meter Administrator, after a thorough review of the needs of the customer, (i.e. number of jobsites per day, City contract work, lack of mounting area on work vehicle, etc.), may issue a floating meter. At the time of issue, it will be necessary for the customer to complete and sign the "Floating Fire Hydrant Meter Agreement" which states the following:
  - 1) The meter will be brought to the Meter Shop at 2797 Caminito Chollas, San Diego on the third week of each month for the monthly read by Meter Shop personnel.
  - 2) Every other month the meter will be read and the backflow will be tested. This date will be determined by the start date of the agreement.

If any of the conditions stated above are not met the Meter Shop has the right to cancel the contract for floating meter use and close the account associated with the meter. The Meter Shop will also exercise the right to refuse the issuance of another floating meter to the company in question.

Any Fire Hydrant Meter using reclaimed water shall not be allowed use again with any potable water supply. The customer shall incur the cost of replacing the meter and backflow device in this instance.

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# 7. **FEE AND DEPOSIT SCHEDULES**

7.1 **Fees and Deposit Schedules:** The fees and deposits, as listed in the Rate Book of Fees and Charges, on file with the Office of the City Clerk, are based on actual reimbursement of costs of services performed, equipment and materials. Theses deposits and fees will be amended, as needed, based on actual costs. Deposits, will be refunded at the end of the use of the fire hydrant meter, upon return of equipment in good working condition and all outstanding balances on account are paid. Deposits can also be used to cover outstanding balances.

All fees for equipment, installation, testing, relocation and other costs related to this program are subject to change without prior notification. The Mayor and Council will be notified of any future changes.

# 8. <u>UNAUTHORIZED USE OF WATER FROM A HYDRANT</u>

- 8.1 Use of water from any fire hydrant without a properly issued and installed fire hydrant meter is theft of City property. Customers who use water for unauthorized purposes or without a City of San Diego issued meter will be prosecuted.
- 8.2 If any unauthorized connection, disconnection or relocation of a fire hydrant meter, or other connection device is made by anyone other than authorized Water Department personnel, the person making the connection will be prosecuted for a violation of San Diego Municipal Code, Section 67.15. In the case of a second offense, the customer's fire hydrant meter shall be confiscated and/or the deposit will be forfeited.
- 8.3 Unauthorized water use shall be billed to the responsible party. Water use charges shall be based on meter readings, or estimates when meter readings are not available.
- 8.4 In case of unauthorized water use, the customer shall be billed for all applicable charges as if proper authorization for the water use had been obtained, including but not limited to bi-monthly service charges, installation charges and removal charges.

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8.5 If damage occurs to Water Department property (i.e. fire hydrant meter, backflow, various appurtenances), the cost of repairs or replacements will be charged to the customer of record (applicant).

# Water Department Director

Tabs: 1. Fire Hydrant Meter Application

2. Construction & Maintenance Related Activities With No Return

To Sewer

3. Notice of Discontinuation of Service

## **APPENDIX**

Administering Division: Customer Support Division

Subject Index: Construction Meters

Fire Hydrant

Fire Hydrant Meter Program

Meters, Floating or Vehicle Mounted

Mobile Meter

Program, Fire Hydrant Meter

**Distribution:** DI Manual Holders



# Application for Fire (EXHIBIT A) **Hydrant Meter**

(For Office Use Only)

NS REQ	FAC#	
DATE	ВҮ	

METER SHOP (619) 527-7449

Meter Information		Application Da	ate	Requested Inst	all Date:
Fire Hydrant Location: (Attach Detailed Map//Thoma	as Bros. Map Location	n or Construction drawing. Zip:	.)	<u>T.B.</u>	G.B. (CITY USE)
Specific Use of Water:				}	
Any Return to Sewer or Storm Drain, If so , explain:	N. C.				w
Estimated Duration of Meter Use:				Check Box if Re	claimed Water
Company Information				The state of the s	
Company Name:					
Mailing Address:	·				
City:	State:	Zip:	Phon	ne: ( )	1 1
*Business license#	*Business license#				
A Copy of the Contractor's license OR Bu	usiness License i	s required at the tin	ne of meter	issuance.	
Name and Title of Billing Agent: (PERSON IN ACCOUNTS PAYABLE)			Phon	ie: ( )	
Site Contact Name and Title:		Ē	Phon	e: ( )	- 7
Responsible Party Name:			Title:		
Cal ID#			Phon	e: ( )	
Signature:	3	Date:	· · · · · · · · · · · · · · · · · · ·	•	4.
Guarantees Payment of all Charges Resulting from the use of	of this Meter. <u>Insures th</u>	at employees of this Organiza	ation understand	the proper use of	Fire Hydrant Meter
,		· 43			
Fire Hydrant Meter Removal	Request	Requeste	d Removal D	ate:	
Provide Current Meter Location if Different from Abo	ve:		**************************************		
Signature:		Title:		Date	:
Phone: ( )		Pager: ( )			8 A-15
City Meter Private Met	er				
	Davasala		0 -	¢ 62	00

	City Meter	Private Meter		
Cont	ract Acct #:	• 1	Deposit Amount: \$ 936.00	Fees Amount: \$ 62.00
Met	Meter Serial #		Meter Size: 05	Meter Make and Style: 6-7
Back	flow#		Backflow Size:	Backflow Make and Style:
Nam	e:		Signature:	Date:

# WATER USES WITHOUT ANTICIPATED CHARGES FOR RETURN TO SEWER

**Auto Detailing** 

Backfilling

Combination Cleaners (Vactors)

Compaction

Concrete Cutters

**Construction Trailers** 

**Cross Connection Testing** 

**Dust Control** 

Flushing Water Mains

Hydro Blasting

Hydro Seeing

Irrigation (for establishing irrigation only; not continuing irrigation)

Mixing Concrete

Mobile Car Washing

Special Events

Street Sweeping

Water Tanks

Water Trucks

Window Washing

#### Note:

1. If there is any return to sewer or storm drain, then sewer and/or storm drain fees will be charges.

Date
Name of Responsible Party Company Name and Address Account Number:
Subject: Discontinuation of Fire Hydrant Meter Service
Dear Water Department Customer:
The authorization for use of Fire Hydrant Meter #
City of San Diego Water Department Attention: Meter Services 2797 Caminito Chollas San Diego, CA 92105-5097
Should you have any questions regarding this matter, please call the Fire Hydrant Hotline at (619)
<del>-</del>
Sincerely,
Water Department

#### **APPENDIX C**

# MATERIALS TYPICALLY ACCEPTED BY CERTIFICATE OF COMPLIANCE

#### MATERIALS TYPICALLY ACCEPTED BY CERTIFICATE OF COMPLIANCE

- 1. Soil amendment
- 2. Fiber mulch
- 3. PVC or PE pipe up to 16 inch diameter
- 4. Stabilizing emulsion
- 5. Lime
- 6. Preformed elastomeric joint seal
- 7. Plain and fabric reinforced elastomeric bearing pads
- 8. Steel reinforced elastomeric bearing pads
- 9. Waterstops (Special Condition)
- 10. Epoxy coated bar reinforcement
- 11. Plain and reinforcing steel
- 12. Structural steel
- 13. Structural timber and lumber
- 14. Treated timber and lumber
- 15. Lumber and timber
- 16. Aluminum pipe and aluminum pipe arch
- 17. Corrugated steel pipe and corrugated steel pipe arch
- 18. Structural metal plate pipe arches and pipe arches
- 19. Perforated steel pipe
- 20. Aluminum underdrain pipe
- 21. Aluminum or steel entrance tapers, pipe downdrains, reducers, coupling bands and slip joints
- 22. Metal target plates
- 23. Paint (traffic striping)
- 24. Conductors
- 25. Painting of electrical equipment
- 26. Electrical components
- 27. Engineering fabric
- 28. Portland Cement
- 29. PCC admixtures
- 30. Minor concrete, asphalt
- 31. Asphalt (oil)
- 32. Liquid asphalt emulsion
- 33. Ероху

# **APPENDIX D**

# SAMPLE CITY INVOICE WITH CASH FLOW FORECAST

City of San Diego, CM&FS Div., 9753 Chesapeake Drive, SD CA 92123

Project Name:

Work Order No or Job Order No.

City Purchase Order No.

Resident Engineer (RE):

Contractor's Name:

Contractor's Address:

Invoice No.

Invoice Date:

Contact Name:

This Estimate Previous Totals To Date Item Description Contract Authorization Totals to Date Item # % / QTY Unit Price Qty Extension Amount % / QTY Amount Amount 0.00 \$ 1 \$ 2 \$ \$ 0.00% \$ \$ 0.00% 3 \_ \$ \$ 0.00% 4 \$ 0.00% 5 0.00% 6 \$ \$ 0.00% 8 \$ \$ \$ 0.00% \$ 0.00% 5 0.00% 6 \$ \$ \$ \$ \$ 0.00% \$ 8 \$ \$ 0.00% 9 \$ \$ 0.00% \$ \$ 0.00% 10 \$ 11 \$ \$ 0.00% \$ \$ 0.00% 12 \$ \_ 13 \$ \$ 0.00% 14 \$ \$ 0.00% --0.00% 15 \$ \$ \$ 0.00% 16 \$ \$ \_ \_ **Field Orders** \$ \$ 0.00% \_ -\$ \$ 0.00% -**CHANGE ORDER No.** \$ \$ 0.00% \$ 0.00% \$ \$ Total Authorized Amount (including approved Change Order) \$ Total Billed

#### **SUMMARY** A. Original Contract Amount I certify that the materials Retention and/or Escrow Payment Schedule \$ have been received by me in \$0.00 B. Approved Change Order #00 Thru #00 Total Retention Required as of this billing (Item E) Total Authorized Amount (A+B) the quality and quantity specified Previous Retention Withheld in PO or in Escrow \$0.00 D. Total Billed to Date \$0.00 Add'l Amt to Withhold in PO/Transfer in Escrow: **Resident Engineer** E. Less Total Retention (5% of D) Amt to Release to Contractor from PO/Escrow: Less Total Previous Payments **Construction Engineer** G. Payment Due Less Retention \$0.00 Contractor Signature and Date: \_\_\_\_\_ \$0.00 H. Remaining Authorized Amount

NOTE: CONTRACTOR TO CALCULATE TO THE 2ND DECIMAL PLACE.

Billing Period: ( To )

RE Phone#:

Fax#:

WBS #:	B18108
Date Submitted:	10/10/2018
NTP Date:	3/23/2018
Final Statement of WD Date:	5/23/2020
Contract #:	K-XX-XXXX-XXX-X
Contract Amount:	\$5,617,000

# Construction Cash Flow Forecast

# "Sewer and Water Group Job 965 (W)"

Year	January	February	March	April	May	June	July	August	September	October	November	December
2018				15,000	25,000	52,000	52,000	100,000	10,000	100,000	100,000	100,000
2019	10,000	10,000	85,000	58,000	100,000	100,000	100,000	100,000	100,000	100,000	1,000,000	1,000,000
2020	100,000	100,000	100,000	1,000,000	1,000,000							
2021												
2022												
2023												
2024												
2025												

# **APPENDIX E**

# **LOCATION MAPS**





# STREET RESURFACING MISSION BAY AND **PACIFIC BEACH PIPELINE SOUTH**

SENIOR ENGINEER DAYUE ZHANG 619-533-7409

PROJECT MANAGER AVEEN SALEH

JWAN MUFTI 619-533-4641

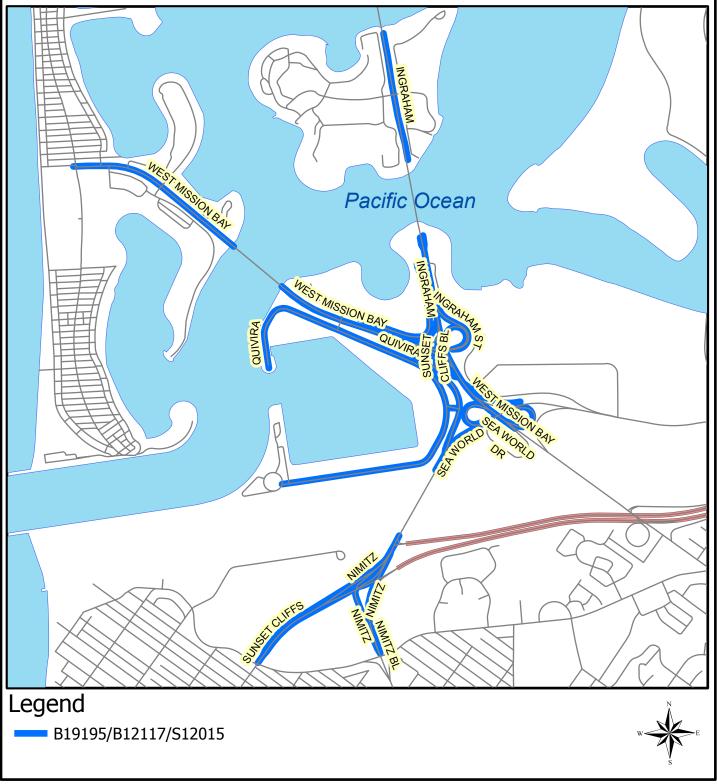
619-533-3163

PROJECT ENGINEER

FOR QUESTIONS ABOUT THIS PROJECT

Call: (619) 533-4207

Email: engineering@sandiego.gov



COMMUNITY NAME: MISSION BAY PARK

Date: October 14, 2019

COUNCIL DISTRICT: 2

SAP ID: B19195 B12117 (S) S12015 (W)





# STREET RESURFACING MISSION BAY AND **PACIFIC BEACH PIPELINE SOUTH**

SENIOR ENGINEER DAYUE ZHANG 619-533-7409

PROJECT MANAGER AVEEN SALEH 619-533-4641

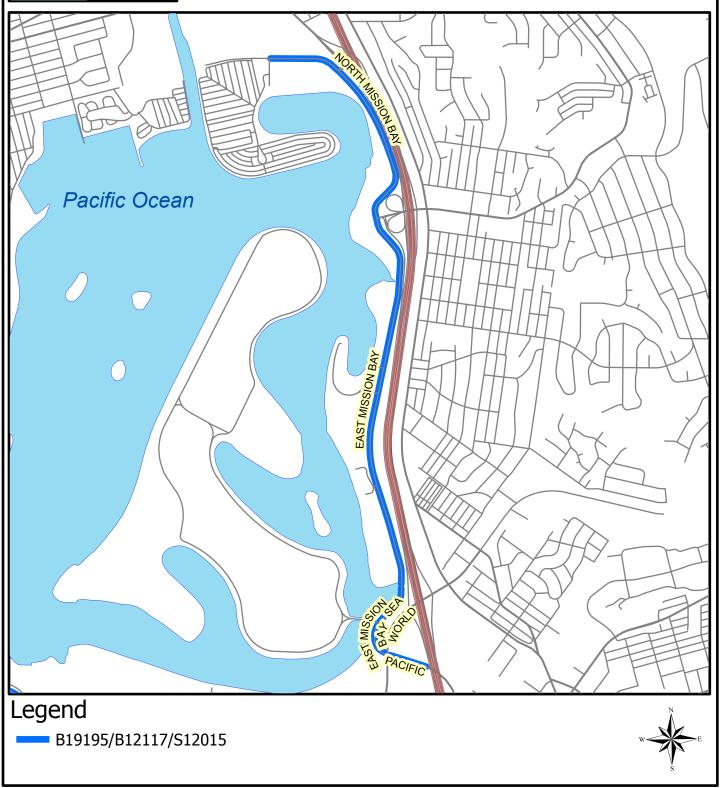
PROJECT ENGINEER JWAN MUFTI

619-533-3163

FOR QUESTIONS ABOUT THIS PROJECT

Call: (619) 533-4207

Email: engineering@sandiego.gov



COUNCIL DISTRICT: 2

COMMUNITY NAME: MISSION BAY PARK

Date: October 14, 2019

Appendix E - Location Maps

Street Resurfacing Mission Bay & Pacific Beach Pipeline South

SAP ID: B19195

B12117 (S) S12015 (W)

#### **APPENDIX F**

# CONTRACTOR'S DAILY QUALITY CONTROL INSPECTION REPORT

# Appendix F

## City of San Diego Asphalt Concrete Overlay

# **Contractor's Daily Quality Control Inspection Report**

Project Title:			Date:
Locations:	1		
	2		
	3		
Asphalt Mix Specific	ation: Attached	Supplier:	
Dig out Locations:	1		
S	2		
	3.		
<del>-</del>			
Tack Coat Application	n Rate @ Locations:		
	1		
	2		
	3		
Asphalt Temperatur	e at Placement @ Loc	rations:	
	1.		
	2		
	3.		
	<u>.</u>		
Asphalt Depth @Loc	cations:		
	1		
	2		
	3		
Compaction Test De	sult Ol acations		
Compaction Test Re			
	1		
	2		
	3		

Location and nature of defects:	
1	
2	
3	
Remedial and Corrective Actions taken or proposed for Engineer's approval:	
1	
2	
3	
Date's City Laboratory representative was present:	
1	
2	
3	
Verified the following: Initials:	
Proper Storage of Materials & Equipment	
Proper Operation of Equipment   2. Proper Operation of Equipment	
3. Adherence to Plans and Specs	
4. Review of QC Tests	
5. Safety Inspection	
Deviations from QCP (see attached)	
Quality Control Plan Administrator's Signature: Date Signed:	
Quality Control of Manufactures 3 Signature.	

# City of San Diego

# Rubber Polymer Modified Slurry

# **Contractor's Daily Quality Control Inspection Report**

Project Title:	Date:
Ambient Temperature (Start of Work):	Time:
Environmental Considerations:	
Locations (Address Range/Cross Streets):	
1.	
2.	
3.	
Approved Mix Design:	
Material Suppliers:	
RPMS Type(s):	
Slurry Machine #'s:	
Estimated Cure Time (Break) of Slurry:	
Pre-Mix (Per 100 Counts)	
Gate Setting/Emulsion %:	
Aggregate Weight:	
Cement % (by weight of aggregate):	
Crumb Rubber % (by volume of cement):	
Machine Inspection	
Leaks:	
Sprayers:	
Emulsion Filter:	
Carbon Black:	
Spreader Box Inspection	
Cleanliness:	
Augers:	
Rubbers:	
Fabric:	
Runners:	

# City of San Diego Rubber Polymer Modified Slurry

# **Contractor's Daily Quality Control Inspection Report**

<u>Project Conditions</u>	
Crack Fill:	
Asphalt Deficiencies:	
Cleanliness:	
Impediments/Other:	
Communication to Client/ Resident Engineer	
Crack Fill:	
Asphalt Deficiencies:	
Cleanliness:	
Impediments/Other:	
<u>Test Lab</u>	
Tech:	Time on Site:
<u>Notes</u>	
QCP Administrator Signature:	Date Signed:

#### **APPENDIX G**

# ADVANCED METERING INFRASTRUCTURE (AMI) DEVICE PROTECTION

# **Protecting AMI Devices in Meter Boxes and on Street Lights**

The Public Utilities Department (PUD) has begun the installation of the Advanced Metering Infrastructure (AMI) technology as a new tool to enhance water meter reading accuracy and efficiency, customer service and billing, and to be used by individual accounts to better manage the efficient use of water. All AMI devices shall be protected per Section 5-2, "Protection", of the 2015 Whitebook.

AMI technology allows water meters to be read electronically rather than through direct visual inspection by PUD field staff. This will assist PUD staff and customers in managing unusual consumption patterns which could indicate leaks or meter tampering on a customer's property.

Three of the main components of an AMI system are the:

#### A. Endpoints, see Photo 1:

#### Photo 1



B. AMI Antenna attached to Endpoint (antenna not always required), see Photo 2:

Photo 2



Network Devices, see Photo 3:

Photo 3



AMI endpoints transmit meter information to the AMI system and will soon be on the vast majority of meters in San Diego. These AMI devices provide interval consumption data to the PUD's Customer Support Division. If these devices are damaged or communication is interrupted, this Division will be alerted of the situation. The endpoints are installed in water meter boxes, coffins, and vaults adjacent to the meter. A separate flat round antenna may also be installed through the meter box lid. This antenna is connected to the endpoint via cable. The following proper installation shall be implemented when removing the lid to avoid damaging the antenna, cable, and/or endpoint. Photo 4 below demonstrates a diagram of the connection:

### Photo 4



The AMI device ERT/Endpoint/Transmitter shall be positioned and installed as discussed in this Appendix. If the ERT/Endpoint/Transmitter is disturbed, it shall be re-installed and returned to its original installation with the end points pointed upwards as shown below in Photo 5.

The PUD's code compliance staff will issue citations and invoices to you for any damaged AMI devices that are not re-installed as discussed in the Contract Document

Photo 5 below shows a typical installation of an AMI endpoint on a water meter.

#### Photo 5

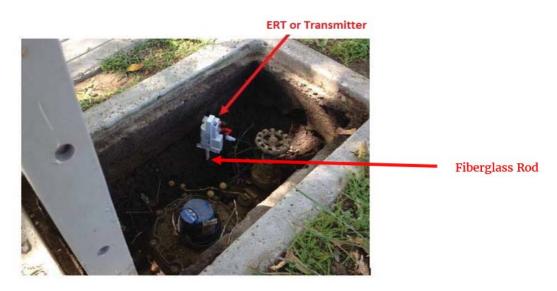
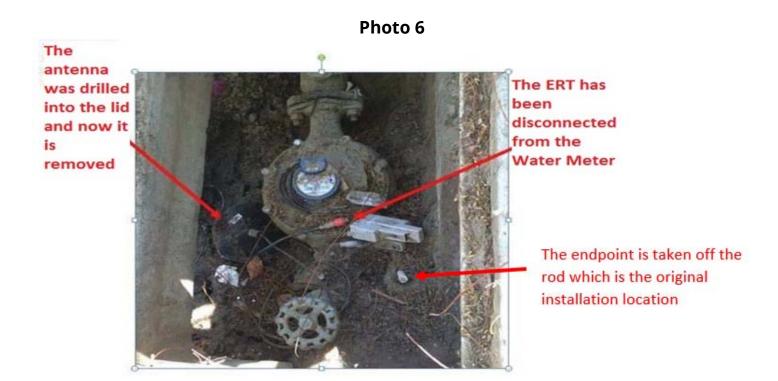


Photo 6 below is an example of disturbance that shall be avoided:



You are responsible when working in and around meter boxes. If you encounter these endpoints, use proper care and do not disconnect them from the registers on top of the water meter. If the lid has an antenna drilled through, do not change or tamper with the lid and inform the Resident Engineer immediately about the location of that lid. Refer to Photo 7 below:

#### Photo 7



Another component of the AMI system are the Network Devices. The Network Devices are strategically placed units (mainly on street light poles) that collect interval meter reading data from multiple meters for transmission to the Department Control Computer. If you come across any of these devices on street lights that will be removed or replaced (refer to Photos 8 and 9 below), notify AMI Project Manager Arwa Sayed at (619) 362-0121 immediately.

Photo 8 shows an installed network device on a street light. On the back of each Network Device is a sticker with contact information. See Photo 9. **Call PUD Water Emergency Repairs at 619-515-3525 if your work will impact these street lights.** These are assets that belong to the City of San Diego and you shall be responsible for any costs of disruption of this network.

#### Photo 8



**Network Device** 

Photo 9



If you encounter any bad installations, disconnected/broken/buried endpoints, or inadvertently damage any AMI devices or cables, notify the Resident Engineer immediately. The Resident Engineer will then immediately contact the AMI Project Manager, Arwa Sayed, at (619) 362-0121.

# **APPENDIX H**

# **SAMPLE OF PUBLIC NOTICE**

# FOR SAMPLE REFERENCE ONLY





# CONSTRUCTION NOTICE

# **PROJECT TITLE**

Work on your street will begin within one week to replace the existing water mains servicing your community.

The work will consist of:

- Saw-cutting and trench work on Ingulf Street from Morena Boulevard to Galveston Street to install new water mains, water laterals and fire hydrants.
- Streets where trenching takes place will be resurfaced and curb ramps will be upgraded to facilitate access for persons with disabilities where required.
- This work is anticipated to be complete in your community by December 2016.

How your neighborhood may be impacted:

- Water service to some properties during construction will be provided by a two-inch highline pipe that will run along the curb. To report a highline leak call 619-515-3525.
- Temporary water service disruptions are planned. If planned disruptions impact your property, you will receive advance notice.
- Parking restrictions will exist because of the presence of construction equipment and materials.
- "No Parking" signs will be displayed 72 hours in advance of the work.
- Cars parked in violation of signs will be TOWED.

**Hours and Days of Operation:** 

Monday through Friday X:XX AM to X:XX PM.

**City of San Diego Contractor:** 

Company Name, XXX-XXX-XXXX





# CONSTRUCTION NOTICE

# **PROJECT TITLE**

Work on your street will begin within one week to replace the existing water mains servicing your community.

The work will consist of:

- Saw-cutting and trench work on Ingulf Street from Morena Boulevard to Galveston Street to install new water mains, water laterals and fire hydrants.
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- Parking restrictions will exist because of the presence of construction equipment and materials.
- "No Parking" signs will be displayed 72 hours in advance of the work.
- Cars parked in violation of signs will be TOWED.

**Hours and Days of Operation:** 

Monday through Friday X:XX AM to X:XX PM.

**City of San Diego Contractor:** 

Company Name, XXX-XXX-XXXX

To contact the City of San Diego: SD) Public Works 619-533-4207 | engineering@sandiego.gov | sandiego.gov/CIP

To contact the City of San Diego: SD) Public Works 619-533-4207 | engineering@sandiego.gov | sandiego.gov/CIP

This information is available in alternative formats upon request.

# **APPENDIX I**

# **CALTRANS ENCROACHMENT PERMIT (DRAFT)**

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPO			Page 1 of
STANDARD ENCROACHMENT PER	MIT APPLI	CATION	FOR CALTRANS USE
TR-0100 (REV 12/2018)			TRACKING NO.
Complete ALL fields, write "N/A" if not applicable. This application is not complete until all requirement	Type or print cle	early.	DIST/CO/RTE/PM
Permission is requested to encroach on the State		10-10-	
1. COUNTY			SIMPLEX STAMP
	2. ROUTE I-5	3. POST MILE	
SAN DIEGO	A	SD - 5 - R20.8 - R22.2	]
4. ADDRESS OR STREET NAME	5. CITY		
I-5	SAN DIE	GO	
<ol><li>CROSS STREET (Distance and direction from p MISSION BAY PARK</li></ol>	project site)		DATE OF SIMPLEX STAMP
7. WORK TO BE PERFORMED BY	8. IS THIS AP	PLICATION FOR THE CON	ITRACTOR'S (DOUBLE) PERMIT?
☐ APPLICANT ☒ CONTRACTOR	X NO		e the Parent Permit Number
9. ESTIMATE START DATE	10. ESTIMAT	ED COMPLETION DATE	
02/01/2020	06/30/20		
11. ESTIMATED NUMBER OF WORKING DAYS V			ν
60 12. ESTIMATED CONSTRUCTION COSTS WITH			,
\$90,000			
13. HAS THE PROJECT BEEN REVIEWED BY AN	NOTHER CALT	RANS BRANCH?	
NO ☐ YES. If "YES", which branch?			
14. FUNDING SOURCE(S)			
☐ FEDERAL ☐ STATE ☒ LOCAL ☐ PRIN	/ATE SB	1 (ROAD REPAIR AND ACC	COUNTABILITY ACT OF 2017)
15. CALTRANS PROJECT CODE (ID) N/A		16. APPLICANT'S RE N/A	FERENCE / UTILITY WORK ORDER NUMBER
17. DESCRIBE WORK TO BE DONE WITHIN STA	TE HIGHWAY	RIGHT-OF-WAY (in 20 lines	e or less)
Attach 6 complete sets of plans (folded to 8.5"	x 11") and any	applicable specifications, ca	Iculations, maps, traffic control plans, etc.
PLACEMENT OF TRAFFIC CONES A	ND SIGNS V	VITHIN STATE RIGHT	-OF-WAY TO FACIL TATE AC
OVERLAY OUTSIDE OF STATE RIGH	IT-OF-WAY		O. TATE TO THOSE INTERNO
OVERLENT GOTOIDE OF OTHER MOI	III-OI-WAI.		
8			
18 (a). PORTION OF STATE HIGHWAY RIGHT-OF		WORK IS BEING DRODO	SED (-bbIIIIIIIII)
	Median 🛛 A	at or near an intersection [	Mobile work
Outside of the shoulder, feet from edge	of pavement	☐ Other	
18 (b). PROPOSED TRAFFIC CONTROL PLANS A			
☐ No traffic control needed ☐ State Standard Pla		ш	
	570		
	☐ To be submit ☐	tted by contractor	
ADA Notice For individuals with sensory disabilities	this document is	s available in alternate formats	For alternate format information, contact the Forms
Management Unit at (916) 445-1233, T	TY 711, or write t	o Records and Forms Managen	nent, 1120 N Street, MS-89, Sacramento, CA 95814.
		ment of Transportation. All r	

TR-0100 (REV 12/20	ENCROACHIV 018)	IENI PERIVIII	APPLICATION	ON	TRA	CKING NO.	
19. EXCAVATION	MAX. DEPTH (in) N/A	MIN. DEPTH (in) N/A	AVG. WIDTH (in) N/A	LENGTH (ft) N/A	SURFA(	CE TYPE (e.g. Asphalt, concrete, soil, e	etc.)
20. PIPES	PRODUCT BEING	TRANSPORTED	CARRIER PIPE DIAMETER N/A	(in.) MATERIAL	N/A	CASING PIPE DIAMETER N/A (in.) MATERIAL N.	/A
The same transfer	TALLATION METH	OD (e.g. HDD, Bo		-		VOLTAGE / PSIG N/A	
	POSED PROJECT  If "YES", provide a		PLACEMENT AN	ID/OR ABANDON	NMENT O	F AN EXISTING FACILITY?	
	OUNTY OR OTHER	CONTRACT CONTINUE CONTRACTOR	Y INVOLVED IN T	HE APPROVAL	OF THIS I	PROJECT?	
YES (if "YES",	, check the type of	project AND attach	the environmenta	al documentation	and condi	itions of approval)	
☐ COMMERC	CIAL DEVELOPME	NT BUILDING	☐ GRADING	OTHER			
☐ CATEGOR	ICALLY EXEMPT	☐ NEGATIVE DI	ECLARATION [	] ENVIRONMEN	TAL IMPA	ACT REPORT   OTHER	
NO (if "NO", cl	heck the category b	oelow which best d	escribes the proje	ct AND answer q	uestions A	4-K)	
	Y OR ROAD APPR ANCE OR RESURF		RUCTION,		☐ FENC	E GROSION CONTROL	
☐ PUBLIC UT	TILITY MODIFICAT	ION, EXTENSION	S, HOOKUPS		☐ MAILE	BOX LANDSCAPING	
☐ FLAGS, SIG	GNS, BANNERS, D	DECORATIONS, P	ARADES AND CE	ELEBRATIONS	OTHE	R TRAFFIC CONTROL	
Your answers to the by your proposed your application for supporting studies	hese questions will project within State or an encroachment s and in some cases	assist Caltrans sta Highway right-of-v permit. It is the ap s this may be costly	ff in identifying any vay and to determi plicant's responsib v and time consum	y physical, biologi ine which type of bility for the produ ing. If possible, a	cal, social environme ction of all	or economic resources that may be affi- ental studies may be required to approve required environmental documentation tographs of the location of the proposed is (type, name, number, etc.).	ected e and
A. Will any ex NO.	isting vegetation ar	nd/or landscaping v	vithin State Highw	ay right-of-way b	e disturbe	d?	
NO.				bed) adjacent to o	r within the	e limits of the proposed project?	
C. Is the propo	osed project locate	d within five miles	of the coast line?				
D. Will the pro						e.g. Jack-hammering, pile driving)?	
NO.					dlife refuge	e open to the public?	
NO.	ny recreational trail						
G. Will the pro	posed project impa	act any structures,	buildings, rail lines	s or bridges within	n State Hi	ghway right-of-way?	
H. Will the pro	posed project impa	act access to any b	usinesses or resid	dences?			
I. Will the prop	oosed project impac	ct any existing publ	ic utilities or public	c services?			
	posed project impa	ct any existing ped	estrian facilities, s	uch as sidewalks	s, crosswa	lks or overcrossings?	
K. Will new lig NO.	hting be constructe	d within or adjacer	nt to State Highwa	y right-of-way?			
7							

SOURCE\*: ☐ STORMWATER ☐ NON-STORMWATER

27. How will any storm water or ground water be disposed?

Other (explain)

	ANDARD ENCROACHMENT PERMIT APPLICATION 0100 (REV 12/2018)	T	RACKING	B NO.
22.	Will the proposed project cause a substantial change in the significance of a histo or cultural resource?		a seedline on State	ars or older), (if "YES", provide a description)
23.	Will the proposed project be on an existing State Highway or street where the acti significant tree or stand of trees, a rock outcropping or a historic building)	17 Company of the Com		I of a scenic resource? (e.g. A (if "YES", provide a description)
24.	Is work being done on the applicant's property in addition to State Highway right-of-wa			complete sets of site and grading plans
25.	Will the proposed project require the disturbance of soil?  If "YES", estimate the area of disturbed soil within State Highway right-of-way in acre and estimate the area of disturbed soil outside State Highway right-of-way in acre	es:	⊠ NO	
26.	Will the proposed project require dewatering?  If "YES", estimate Total gallons AND gallons/month(Total gallons)	( <del>)</del>	⊠ NO	(gallons/month)

(\*See Caltrans SWMP for definition of non-storm water discharge: <a href="http://www.dot.ca.gov/env/stormwater/">http://www.dot.ca.gov/env/stormwater/</a>)

☐ Storm Drain System ☐ Combined Sewer / Stormwater System ☐ Stormwater Retention Basin ☒ N/A

**ADA Notice** 

TR-0100 (REV 12/2018)

TRACKING NO.

# READ THE FOLLOWING CLAUSES PRIOR TO SIGNING THIS ENCROACHMENT PERMIT APPLICATION.

The applicant's submission of this application to the California Department of Transportation constitutes the applicant's agreement and representation that the work or other activity contemplated by the encroachment permit application shall comply with all applicable standards, specifications, policies, requirements, conditions, and regulations of the California Department of Transportation, and the applicant understands the application may be denied if there is non-compliance with any of the above. An exception process exists and may result in approval of a non-compliant encroachment, in the discretion of the California Department of Transportation, but the exception process may require additional time to complete. The applicant understands and agrees all work or other activity contemplated by the encroachment permit application is subject to inspection and oversight by the California Department of Transportation. The applicant understands and agrees encroachment permit fees must still be paid if an application is withdrawn or denied. The applicant understands a denial may be appealed, in accordance with California Streets and Highways Code, Section 671.5, and the related regulations found in California Code of Regulations, Title 21, Division 2, Chapter 8, Article 2.

The applicant understands and agrees that immediately upon issuance of the encroachment permit the applicant is bound by, subject to, and must comply with the "Encroachment Permit General Provisions" (TR-0045), "Stormwater Special Provisions" (TR-0400) and any other applicable Special Provisions and Conditions of the encroachment permit. The "Encroachment Permit General Provisions" (TR-0045), and the Stormwater Special Provisions (TR-0400) are available at: http://www.dot.ca.gov/trafficops/ep/docs/Appendix\_K\_(WEB).pdf. If a paper copy is needed of the "Encroachment Permit General Provisions" (TR-0045) and/or "Stormwater Special Provisions" (TR-0400), please contact the District Office of Encroachment Permits. Their contact information is available at: http://www.dot.ca.gov/trafficops/ep/docs/ Appendix G\_(WEB) pdf. The "Encroachment Permit General Provisions" (TR-0045) and any other applicable Special Provisions and Conditions will be provided as part of the encroachment permit. Information about Stormwater requirements is available at the Internet address: http://www.dot.ca.gov/hq/construc/stormwater/.

The applicant understands an encroachment permit may be denied, revoked, and/or a bond may be required, for non-payment of prior or present encroachment permit fees. An encroachment permit is not a property right and does not transfer with the property to a new owner. Each of the persons purporting to execute this application on behalf of the applicant and/or on behalf of the applicant's authorized agent or engineer represents and warrants such person has full and complete legal authority to do so and to thereby bind applicant to the terms and conditions herein and to the terms and/or conditions of the encroachment permit. Applicant understands and agrees this application may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Executed copies of this application and/or its counterparts may be reproduced and/or exchanged by copy machine, mailing, facsimile, or electronic means (such as e-mail), and such copies shall be deemed to be effective as originals.

28. NAME OF APPLICANT (Project or Property Owner or Organization	1)	
AVEEN SALEH - CITY OF SAN DIEGO - PUBLIC WO	RKS DEPARTMENT	
ADDRESS OF APPLICANT (Include City, State and Zip Code)		
525 B STREET, SAN DIEGO, CA 92101		
E-MAIL ADDRESS ASaleh@sandiego.gov	PHONE NUMBER	FAX NUMBER
	(619) 533-4641	N/A
29. NAME OF AUTHORIZED AGENT / ENGINEER		IS A LETTER OF
(A "Letter of Authorization" is required if different from #28)		AUTHORIZATION ATTACHED?
JARRETT LINN / NASLAND ENGINEERING		X YES NO
ADDRESS OF AUTHORIZED AGENT / ENGINEER (Include City, 4740 RUFFNER ST, SAN DIEGO, CA 92111	State and Zip Code)	
E-MAIL ADDRESS	PHONE NUMBER	FAX NUMBER
JARRETTL@NASLAND.COM	(858) 292-7770	(858)571-3241
30. NAME OF BILLING CONTACT (Same as #28 ☐ Same as #29 ☐ EXEMPT		IN SECTION OF THE PROPERTY OF
BILLING ADDRESS WHERE INVOICE(S) IS / ARE TO BE MAILER EXEMPT	O (Include City, State and Zip Code)	
E-MAIL ADDRESS	PHONE NUMBER	FAX NUMBER
N/A	N/A	N/A
* I hereby certify under penalty of perjury under the laws of the State of submitted with or in support of this application are true and correct to t submitted with or in support of this application are true and correct copprovided information that is false, intentionally incomplete, or misleading to both fine and imprisonment. (Penal Code Section 72)	he best of my knowledge and belief, pies of unaltered original documents.	and that copies of any documents  I further understand that if I have
31. SIGNATURE OF APPLICANT OR AUTHORIZED AGENT*	32. PRINT OR TYPE NAME JARRETT LINN	
33. THE	1	34. DATE
PROJECT MANAGER		OCTOBER 30, 2019

**ADA Notice** 

For individuals with sensory disabilities, this document is available in alternate formats. For alternate format information, contact the Forms Management Unit at (916) 445-1233, TTY 711, or write to Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

TR-0100 (REV 12/2018)

#### INSTRUCTIONS

Complete ALL fields, write "N/A" if not applicable. Type or print clearly. All dimensions must be in U.S. Customary (English) units.

Print your application single sided and submit all of the required attachments (See Section VII A&B of the "Encroachment Permit Application Guide Booklet" found at: http://www.dot.ca.gov/trafficops/ep/docs/EP\_Application\_Guide\_Booklet.pdf).

- 1. County (e.g. Fresno, San Francisco, Los Angeles, etc.)
- 2. State Highway Route Number (e.g. I-5, SR-99, etc.)
- Highway Postmile: (location of work, see <a href="https://postmile.dot.ca.gov/">https://postmile.dot.ca.gov/</a>)
   If unable to determine, contact the appropriate District Encroachment
   Permits Office for assistance at: <a href="http://www.dot.ca.gov/trafficops/ep/docs/Appendix\_G\_(WEB).pdf">https://www.dot.ca.gov/trafficops/ep/docs/Appendix\_G\_(WEB).pdf</a>
- Address of project site (if the property has a physical address with a Number and Street/Road Name)
- 5. City (e.g. Sacramento, Redding, Irvine, etc.)
- Distance and the direction from the nearest cross street to the project site (e.g. 500 ft. north of "C" Street).
- Indicate whether the work will be performed by the applicant (your own forces) or by a contractor.
- Indicate if you are applying for a "Contractor's (Double) Permit" and provide the "Parent Permit Number".
- Estimated start date for the proposed work. (Allow a minimum of 60 calendar days from the submittal date of your application for processing)
- 10. Estimated completion date for the proposed work.
- 11. Estimated number of working days within State Highway right-of-way.
- Estimated construction costs for all work to be done within State Highway right-of-way.
- Has another Caltrans' branch seen or reviewed your project? Which branch? (e.g. Design, Project Management, Right-of-Way, Environmental, etc.)
- 14. Identify funding source(s) for the proposed work.
- Caltrans' Project Code (ID) if this is a State project, capital project, or joint venture project.
- Your company's reference number or utility work order number for this project.
- 17. Describe the proposed work to be done entirely. If applicable, attach six (6) complete sets of FOLDED plans (folded 8-½" X 11") and any applicable specifications, calculations, maps, etc.
- 18. (a) Identify portion(s) of State right-of-way where work will occur and (b) proposed traffic control plans to be used if any.
- Maximum and minimum depth, average width, and length of the excavation area. Existing surface type (e.g. Asphalt, concrete, soil, etc.)
- 20. Product being transported (e.g. water, natural gas, etc.) Carrier pipe, diameter (inches) and material (e.g. Steel, HDPE, etc.) Casing pipe (if any), diameter and material Proposed installation method, Voltage of electrical current or pressure of liquid or gas.

- Replacement and/or abandonment of an existing facility (e.g. Abandoning pipe and filling it with two-sack slurry cement)
- 21. Check "YES", if you are getting a permit or approval from another agency (City, County, etc.), and an environmental determination has been made. Then check the Categorically Exempt, Negative Declaration, Environmental Impact Report box or Other if one has been prepared. Attach a copy of the approved document and a copy of the Notice of Determination. <a href="Skip questions A-K">Skip questions A-K</a>.
  - If you checked "NO", check the box of the appropriate type of work to be done, or check "other" and fill in the type of work to be done. <u>Also answer questions A-K.</u>
- 22. A Historical Resource includes, but is not limited to, any object, building, structure, site, area, place, record, or manuscript that has historical or archaeological significance, or significance in the architectural, engineering, scientific, economic, agricultural, educational, social, political, military, or cultural annals of California.
- 23. In this context a Scenic Resource includes, but is not limited to, trees that display outstanding features of form or age; unique, massive rock formations; historic buildings that are rare examples of their period, style, design, or which have special architectural features and details of importance.
- 24. Is there any work being done on the applicant's property?
- Indicate if the proposed project will require the disturbance of soil. If "YES," estimate the area within AND outside of State Highway right-of-way in acres.
- 26. Indicate if the proposed project will require dewatering. If "YES," estimate volume in total gallons AND gallons per month. Also indicate the source: Stormwater or Non-Stormwater (see Caltrans Stormwater Management Plan for definitions of non-stormwater discharge at: <a href="http://www.dot.ca.gov/hq/env/stormwater">http://www.dot.ca.gov/hq/env/stormwater</a>).
- 27. Indicate how any stormwater or ground water will be disposed of from or near the limits of the proposed project.
- 28. Name of the applicant or organization applying for the permit. List the mailing address, e-mail address, phone and fax numbers.
- 29. Name of the authorized agent or engineer acting on behalf of the applicant or organization. Attach a letter of authorization signed by the applicant or organization. List the mailing address, e-mail address, phone and fax numbers.
- 30. Name of the billing contact. List the mailing address where invoices are to be mailed, email address, phone and fax numbers.
- 31. Signature of the applicant or applicant's authorized agent.
- 32. Name of the applicant or applicant's authorized agent.
- Title (owner, president, etc.) of the applicant or applicant's authorized agent.
- 34. Date of the signature.

ADA Notice For individuals with sensory disabilities, this document is available in alternate formats. For alternate format information, contact the Forms Management Unit at (916) 445-1233, TTY 711, or write to Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION

# **ENCROACHMENT PERMIT APPLICATION CHECKLIST - TRAFFIC CONTROL**

TR-0411	(NEW 06/2019)						
CITY	OF APPLICANT OR ORGANIZATION OF SAN DIEGO	TRACKING NUMBER					
	CT / COUNTY / ROUTE / POSTMILE						
-0.790	AN DIEGO / I-5 - R20.8 - R22.2						
but not	k performed within State highway right-of-way must conform to all applicable Departmental co t limited to the Encroachment Permits Manual, Standard Specifications, Standard Plans, Proje I, Highway Design Manual and Special Provisions.						
APPLIC	CATION						
Χ	All listed items must have a selection (select "N/A" if not applicable).						
X	Work description within State highway right-of-way must be comprehensive.						
Х	The "Standard Encroachment Permit Application" (form TR-0100) must be signed by the applicant/p organization. If signed by an agent, attach a letter of authorization. Note: Box 28 is the applicant's in authorized agent's.						
X	Signatures are required on both the application and the letter of authorization.						
	<del>.</del>						
PLANS		15					
X_	Plan Set Requirements are available at: <a href="http://www.dot.ca.gov/trafficops/ep/docs/plan_set_requirem">http://www.dot.ca.gov/trafficops/ep/docs/plan_set_requirem</a>						
X	Six complete sets of plans folded 8 ½" x 11" signed, stamped with license expiration date and date s Civil Engineer.						
X	Six complete sets of Traffic Control/Traffic Management plans (for detours) folded to 8 ½" x 11", sign expiration date and date stamped by a California Registered Civil or Traffic Engineer.	ned, stamped with license					
Х	Identify responsibility for traffic control (must be provided by a qualified Traffic Control contractor, locagency forces).	cal law enforcement and/or local					
X	Traffic control and detour plans must comply with CA MUTCD, Caltrans Standard Plans (S.P.) and S	Standard Specifications (S.S.).					
X	Closure locations and times between 9:00 AM to 3:00 PM.						
N/A	Closure locations and times other than 9:00 AM to 3:00 PM. Obtain approval from the District Traffic	: Management Center.					
N/A	Location of Portable Changeable Message Sign(s), message, and installation dates.						
	N/A Must comply with Caltrans "Changeable Message Sign Guidelines".						
	N/A Must comply with CA MUTCD Section 6F.60 and Figure 6F-104(CA).						
N/A	Traffic control plan per the S.P. T9 through T14 (T13 with NSSP Section 12-3,36).						
N/A	Traffic control plan per CA MUTCD Chapter 6H (Typical Applications).						
N/A	Aerial crossings requiring assistance from the California Highway Patrol must comply with "Rolling T Provisions" (TR-0407).	raffic Break Special					
X	Custom design/site specific traffic control plan.						
	X Existing posted speed limit (mph).						
9	X Placement of traffic cones in front of warning signs before beginning of lane closure.						
	Advance warning sign spacing per S.P. T9, Table 3.						
	Longitudinal buffer space and flagger station spacing per S.P. T9, Table 2.						
	Tangent (min. 2L) taper length per S.P. T9, Table 1.						
3	X Merging (min. L) taper length per S.P. T9, Table 1.						
g	X Shifting (min. L/2) taper length per S.P. T9, Table 1.						
9	N/A Shoulder (minimum L/3) taper length per S.P. T9, Table 1.						
9	X Maximum cone/channelizing device spacing per S.P. T9, Table 1.						
,	χ 11 feet minimum open lane width (12 feet is preferred).	0 17 5 1					
N/A	Sidewalk/crosswalk closure – temporary pedestrian facilities or pedestrian detour must comply with Facilities Handbook", CA MUTCD Part 6, Chapter 6 D (Pedestrian and Worker Safety), and S.P. T3	tne "Temporary Pedestrian 0 through T34.					

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION

#### **ENCROACHMENT PERMIT APPLICATION CHECKLIST - TRAFFIC CONTROL**

TR-0411 (NEW 06/2019)

X	Bike lane closure and bike detour (W11-1, W16-1P, etc.)
N/A	Truck turn template using STAA Design Vehicle (Length = 72 feet).
	N/A Truck detour plan.
N/A	Temporary K-rail must comply with S.S. 7-1.04; end taper with at least 10:1 taper or else provide appropriate crash cushion.
N/A	Speed reduction must comply with "California Manual for Setting Speed Limits" Section 2.3 and A.3 – Table 2C.4 CA MUTCD Guidelines for Advance Placement of Warning Signs.
N/A	Additional flaggers for driveway, pedestrian and truck traffic control.
N/A	Temporary relocation of bus stop.
X	Arrangements for driveway blockage, parking and bus stop restrictions.
X	Confirm closures are appropriate for the work involved and must comply with S.S. 12-4.02C(3):
	Any work encroaching within 3 feet of the edge of the travel lane for areas with a posted speed limit below 45 mph requires the closure of the adjacent travel lane.
	Any work encroaching within 6 feet of the edge of the travel lane for areas with a posted speed limit at 45 mph or higher require the closure of the adjacent travel lane.
	Any work encroaching within 6 feet of the edge of shoulder, requires the closure of the shoulder lane.
SUPPO	DRTING DOCUMENTATION*
N/A	Resolutions or approvals from all impacted local agencies indicating formal approval of detour plans.
X	For proposed traffic control on freeway and expressways, provide lane closure charts with backup calculations.
N/A	Caltrans public information office involvement – plan for providing advance notification to TV, radio, newspapers, notification letters or flyers to local area businesses.

#### NOTES:

<sup>\*</sup>Forms are available at: http://www.dot.ca.gov/trafficops/ep/apps.html

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPO	RTATION		Page 1 of 4		
STANDARD ENCROACHMENT PERMIT APPLICATION			FOR CALTRANS USE		
TR-0100 (REV 12/2018)			TRACKING NO.		
Complete ALL fields, write "N/A" if not applicable. This application is not complete until all requirement			DIST/CO/RTE/PM		
Permission is requested to encroach on the State I	Highway right-o	f-way as follows:	SIMPLEX STAMP		
1. COUNTY	2. ROUTE I-8	3. POST MILE	CIVII EEX STAWN		
SAN DIEGO 4. ADDRESS OR STREET NAME	5. CITY	SD - 8 - T0 - L1.77	4		
I-8	SAN DIE	3O			
6. CROSS STREET (Distance and direction from project site)			DATE OF SIMPLEX STAMP		
MISSION BAY PARK	. 5,501 5.1.5,		DATE OF ORM LEAVE FAIR		
7. WORK TO BE PERFORMED BY	8. IS THIS AP	PLICATION FOR THE CO	NTRACTOR'S (DOUBLE) PERMIT?		
☐ APPLICANT ☐ CONTRACTOR	X NO		e the Parent Permit Number		
9. ESTIMATE START DATE		ED COMPLETION DATE			
02/01/2020	06/30/20				
11. ESTIMATED NUMBER OF WORKING DAYS V 60	VITHIN STATE	HIGHWAY RIGHT-OF-WA	AY		
12. ESTIMATED CONSTRUCTION COSTS WITHI	N STATE HIGH	WAY RIGHT-OF-WAY			
\$90,000					
13. HAS THE PROJECT BEEN REVIEWED BY AN	OTHER CALT	RANS BRANCH?			
NO ☐ YES. If "YES", which branch?					
14. FUNDING SOURCE(S)	WIE [] CD	VDOAD DEDAID AND AO	OOLINITARII ITWAAT OF OOLIT		
FEDERAL STATE LOCAL PRIV 15. CALTRANS PROJECT CODE (ID)	AIE   SB		EFERENCE / UTILITY WORK ORDER NUMBER		
N/A		N/A	EPERENCE / UTILITY WORK ORDER NOWIBER		
17. DESCRIBE WORK TO BE DONE WITHIN STA					
Attach 6 complete sets of plans (folded to 8.5":	x 11") and any a	applicable specifications, c	alculations, maps, traffic control plans, etc.		
PLACEMENT OF TRAFFIC CONES AN		/ITHIN STATE RIGHT	-OF-WAY TO FACILTATE AC		
OVERLAY OUTSIDE OF STATE RIGH	T-OF-WAY.				
	v.		*		
18 (a). PORTION OF STATE HIGHWAY RIGHT-OF	-WAY WHERE	WORK IS BEING PROPO	OSED (check all that apply)		
		at or near an intersection			
Outside of the shoulder, feet from edge	of pavement	☐ Other			
18 (b). PROPOSED TRAFFIC CONTROL PLANS A		— YANN			
□ No traffic control needed □ State Standard Pla		#			
For individuals with concording hilling	this document i	e available in alternate format	s. For alternate format information, contact the Forms		
ADA Notice Management Unit at (916) 445-1233, T	TY 711, or write t	o Records and Forms Manage	s. For alternate format information, contact the Forms ement, 1120 N Street, MS-89, Sacramento, CA 95814.		

STANDARD	<b>ENCROACHMENT</b>	PERMIT APPLICATION
0 1 1 11 1 m 1 11 1 m		

TR-0100 (REV 12/2018)			TRA	TRACKING NO.				
19. EXCAVATION	DESCRIPTION AND	N/A	N/A	LENGTH (ft) N/A	SURFA N/A	CE TYPE (e.g. Asphalt, cor	ncrete, so	il, etc.)
20. PIPES	PRODUCT BEING N/A	TRANSPORTED	CARRIER PIPE DIAMETER N/A	(in.) MATERIAL	N/A	CASING PIPE DIAMETER N/A (in.) MAT	rerial_	N/A
N/A	PROPOSED INSTALLATION METHOD (e.g. HDD, Bore & Jack, Open Cut, etc.)  N/A  VOLTAGE / PSIG  N/A							
			PLACEMENT AN	ID/OR ABANDO	NMENT O	F AN EXISTING FACILITY	?	
	If "YES", provide a							
PENNSYME OF SHIP HE IS S	DUNTY OR OTHER							
☐ YES (if "YES",	check the type of	project AND attach	the environmenta	al documentation	and condi	itions of approval)		
	CIAL DEVELOPME	NT BUILDING	☐ GRADING	OTHER				
☐ CATEGOR	ICALLY EXEMPT	☐ NEGATIVE DI	ECLARATION [	] ENVIRONMEN	ITAL IMPA	ACT REPORT   OTHER		
NO (if "NO", cl	heck the category b	pelow which best d	escribes the proje	ct AND answer o	questions A	A-K)		
	OR ROAD APPR		RUCTION,		☐ FENC	E EROSION CONT	ROL	
☐ PUBLIC UT	TLITY MODIFICAT	ION, EXTENSION	S, HOOKUPS		☐ MAILE	BOX LANDSCAPING		
☐ FLAGS, SIG	GNS, BANNERS, D	DECORATIONS, P	ARADES AND CE	ELEBRATIONS	⊠ отне	R TRAFFIC CONTR	OL	
STATE OF PARTIES OF PARTIES OF THE STATE OF		Chamber here are a control and to the province that provide a the						
The following qu	estions must be a	inswered when a	City, County or o	ther public age	ncy IS NO	T involved in the approva	al of this	project.
by your proposed project within State Highway right-of-way and to determine which type of environmental studies may be required to approve your application for an encroachment permit. It is the applicant's responsibility for the production of all required environmental documentation and supporting studies and in some cases this may be costly and time consuming. If possible, attach photographs of the location of the proposed project. Answer these questions to the best of your ability. Provide a description of any "YES" answers (type, name, number, etc.).  A. Will any existing vegetation and/or landscaping within State Highway right-of-way be disturbed?  NO.								
B. Are there wa	aterways (e.g. river,	creek, pond, natura	pool or dry stream	bed) adjacent to c	or within the	e limits of the proposed proje	ct?	
	osed project locate	d within five miles	of the coast line?					
NO.								
D. Will the pro	posed project gene	erate construction	noise levels greate	er than 86 decibe	els (dBA) (	e.g. Jack-hammering, pile o	driving)?	
E. Will the proposed project incorporate land from a public park, recreation area or wildlife refuge open to the public?  NO.								
F. Are there any recreational trails or paths within the limits of the proposed project?  NO.								
G. Will the proposed project impact any structures, buildings, rail lines or bridges within State Highway right-of-way?								
NO.  H. Will the proposed project impact access to any businesses or residences?								
NO.								
I. Will the proposed project impact any existing public utilities or public services?								
NO.								
J. Will the proposed project impact any existing pedestrian facilities, such as sidewalks, crosswalks or overcrossings?  NO.								
K. Will new lig	hting be constructe	ed within or adjacer	nt to State Highwa	y right-of-way?				
NO.								

TRACKING NO.

22	2. Will the proposed project cause a substantial change in the significance of a historical resource (45 years or older),						
	or cultural resource?	☐ YES	☑ NO	(if "YES", provide a description)			
23.	Will the proposed project be on an existing State Highway or street where the activity	ty involve	s remova	al of a scenic resource? (e.g. A			
	significant tree or stand of trees, a rock outcropping or a historic building)	☐ YES	☑ NO	(if "YES", provide a description)			
	a .						
24	Is work being done on the applicant's property in addition to State Highway right-of-way?	X YES	Пио				
	to want being done on the applicance property in addition to date ringiniary right of way:	-	11	6 complete sets of site and grading plans)			
25.	Will the proposed project require the disturbance of soil?	YES					
	If "YES", estimate the area of disturbed soil within State Highway right-of-way in acres:		<b>E-M</b> . (10.0020				
	and estimate the area of disturbed soil outside State Highway right-of-way in acres:			1			
00	Well the second of the desired of the second		57.110				
26.	Will the proposed project require dewatering?	☐ YES	X NO				
	If "YES", estimate Total gallons AND gallons/month (Total gallons) A	ND		_(gallons/month)			
	SOURCE*: ☐ STORMWATER ☐ NON-STORMWATER						
	(*See Caltrans SWMP for definition of non-storm water discharge: http://www.dot.ca	a.gov/env	/stormwa	ater/)			
27.	How will any storm water or ground water be disposed?						
	☐ Storm Drain System ☐ Combined Sewer / Stormwater System ☐ Stormwater	er Retenti	on Basin	X N/A			
	Other (explain)						

TR-0100 (REV 12/2018)

TRACKING NO.

#### READ THE FOLLOWING CLAUSES PRIOR TO SIGNING THIS ENCROACHMENT PERMIT APPLICATION.

The applicant's submission of this application to the California Department of Transportation constitutes the applicant's agreement and representation that the work or other activity contemplated by the encroachment permit application shall comply with all applicable standards, specifications, policies, requirements, conditions, and regulations of the California Department of Transportation, and the applicant understands the application may be denied if there is non-compliance with any of the above. An exception process exists and may result in approval of a non-compliant encroachment, in the discretion of the California Department of Transportation, but the exception process may require additional time to complete. The applicant understands and agrees all work or other activity contemplated by the encroachment permit application is subject to inspection and oversight by the California Department of Transportation. The applicant understands and agrees encroachment permit fees must still be paid if an application is withdrawn or denied. The applicant understands a denial may be appealed, in accordance with California Streets and Highways Code, Section 671.5, and the related regulations found in California Code of Regulations, Title 21, Division 2, Chapter 8, Article 2.

The applicant understands and agrees that immediately upon issuance of the encroachment permit the applicant is bound by, subject to, and must comply with the "Encroachment Permit General Provisions" (TR-045), "Stormwater Special Provisions" (TR-0400) and any other applicable Special Provisions and Conditions of the encroachment permit. The "Encroachment Permit General Provisions" (TR-045), and the Stormwater Special Provisions (TR-0400) are available at: <a href="http://www.dot.ca.gov/trafficops/ep/docs/Appendix\_K\_(WEB).pdf">http://www.dot.ca.gov/trafficops/ep/docs/Appendix\_K\_(WEB).pdf</a>. If a paper copy is needed of the "Encroachment Permit General Provisions" (TR-0045) and/or "Stormwater Special Provisions" (TR-0400), please contact the District Office of Encroachment Permits. Their contact information is available at: <a href="http://www.dot.ca.gov/trafficops/ep/docs/Appendix\_G\_(WEB).pdf">http://www.dot.ca.gov/trafficops/ep/docs/Appendix\_G\_(WEB).pdf</a>. The "Encroachment Permit General Provisions" (TR-0045) and any other applicable Special Provisions and Conditions will be provided as part of the encroachment permit. Information about Stormwater requirements is available at the Internet address: <a href="http://www.dot.ca.gov/hq/construc/stormwater/">http://www.dot.ca.gov/hq/construc/stormwater/</a>.

The applicant understands an encroachment permit may be denied, revoked, and/or a bond may be required, for non-payment of prior or present encroachment permit fees. An encroachment permit is not a property right and does not transfer with the property to a new owner. Each of the persons purporting to execute this application on behalf of the applicant and/or on behalf of the applicant's authorized agent or engineer represents and warrants such person has full and complete legal authority to do so and to thereby bind applicant to the terms and conditions herein and to the terms and/or conditions of the encroachment permit. Applicant understands and agrees this application may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Executed copies of this application and/or its counterparts may be reproduced and/or exchanged by copy machine, mailing, facsimile, or electronic means (such as e-mail), and such copies shall be deemed to be effective as originals.

28. NAME OF APPLICANT (Project or Property Owner or Organization	)					
AVEEN SALEH - CITY OF SAN DIEGO - PUBLIC WORKS DEPARTMENT						
ADDRESS OF APPLICANT (Include City, State and Zip Code)						
525 B STREET, SAN DIEGO, CA 92101						
E-MAIL ADDRESS	PHONE NUMBER	FAX NUMBER				
ASaleh@sandiego.gov	(619) 533-4641	N/A				
29. NAME OF AUTHORIZED AGENT / ENGINEER IS A LETTER OF						
(A "Letter of Authorization" is required if different from #28)		AUTHORIZATION ATTACHED?				
JARRETT LINN / NASLAND ENGINEERING		▼ YES □ NO				
ADDRESS OF AUTHORIZED AGENT / ENGINEER (Include City,	State and Zip Code)					
4740 RUFFNER ST, SAN DIEGO, CA 92111						
E-MAIL ADDRESS	PHONE NUMBER	FAX NUMBER				
JARRETTL@NASLAND.COM	(858) 292-7770	(858)571-3241				
30. NAME OF BILLING CONTACT (Same as #28 Same as #29 Same as #20 Same as *20 S	])					
EXEMPT						
BILLING ADDRESS WHERE INVOICE(S) IS / ARE TO BE MAILED (Include City, State and Zip Code)						
EXEMPT						
E-MAIL ADDRESS	PHONE NUMBER	FAX NUMBER				
N/A	N/A	N/A				
* I hereby certify under penalty of perjury under the laws of the State of California that the information in this application and any document submitted with or in support of this application are true and correct to the best of my knowledge and belief, and that copies of any documents submitted with or in support of this application are true and correct copies of unaltered original documents. I further understand that if I have provided information that is false, intentionally incomplete, or misleading I may be charged with a crime and subjected to fine or imprisonment, or both fine and imprisonment. (Penal Code Section 72)						
31. SIGNATURE OF APPLICANT OR AUTHORIZED AGENT*	32. PRINT OR TYPE NAME					
Mark 1	JARRETT LINN					
33. INCE		34. DATE				
PROJECT MANAGER		OCTOBER 30, 2019				

**ADA Notice** 

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TR-0100 (REV 12/2018)

#### INSTRUCTIONS

Complete ALL fields, write "N/A" if not applicable. Type or print clearly. All dimensions must be in U.S. Customary (English) units.

Print your application single sided and submit all of the required attachments (See Section VII A&B of the "Encroachment Permit Application Guide Booklet" found at: http://www.dot.ca.gov/trafficops/ep/docs/EP\_Application\_Guide\_Booklet.pdf).

- 1. County (e.g. Fresno, San Francisco, Los Angeles, etc.)
- 2. State Highway Route Number (e.g. I-5, SR-99, etc.)
- Highway Postmile: (location of work, see <a href="https://postmile.dot.ca.gov/">https://postmile.dot.ca.gov/</a>)
   If unable to determine, contact the appropriate District Encroachment
   Permits Office for assistance at: <a href="http://www.dot.ca.gov/trafficops/ep/docs/Appendix\_G\_(WEB).pdf">http://www.dot.ca.gov/trafficops/ep/docs/Appendix\_G\_(WEB).pdf</a>
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- Estimated construction costs for all work to be done within State Highway right-of-way.
- Has another Caltrans' branch seen or reviewed your project? Which branch? (e.g. Design, Project Management, Right-of-Way, Environmental, etc.)
- 14. Identify funding source(s) for the proposed work.
- Caltrans' Project Code (ID) if this is a State project, capital project, or joint venture project.
- Your company's reference number or utility work order number for this project.
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- 18. (a) Identify portion(s) of State right-of-way where work will occur and (b) proposed traffic control plans to be used if any.
- Maximum and minimum depth, average width, and length of the excavation area. Existing surface type (e.g. Asphalt, concrete, soil, etc.)
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  - If you checked "NO", check the box of the appropriate type of work to be done, or check "other" and fill in the type of work to be done. <u>Also answer questions A-K.</u>
- 22. A Historical Resource includes, but is not limited to, any object, building, structure, site, area, place, record, or manuscript that has historical or archaeological significance, or significance in the architectural, engineering, scientific, economic, agricultural, educational, social, political, military, or cultural annals of California.
- 23. In this context a Scenic Resource includes, but is not limited to, trees that display outstanding features of form or age; unique, massive rock formations; historic buildings that are rare examples of their period, style, design, or which have special architectural features and details of importance.
- 24. Is there any work being done on the applicant's property?
- Indicate if the proposed project will require the disturbance of soil. If "YES," estimate the area within AND outside of State Highway right-of-way in acres.
- 26. Indicate if the proposed project will require dewatering. If "YES," estimate volume in total gallons AND gallons per month. Also indicate the source: Stormwater or Non-Stormwater (see Caltrans Stormwater Management Plan for definitions of non-stormwater discharge at: <a href="http://www.dot.ca.gov/hq/env/stormwater">http://www.dot.ca.gov/hq/env/stormwater</a>).
- 27. Indicate how any stormwater or ground water will be disposed of from or near the limits of the proposed project.
- 28. Name of the applicant or organization applying for the permit. List the mailing address, e-mail address, phone and fax numbers.
- 29. Name of the authorized agent or engineer acting on behalf of the applicant or organization. Attach a letter of authorization signed by the applicant or organization. List the mailing address, e-mail address, phone and fax numbers.
- Name of the billing contact. List the mailing address where invoices are to be mailed, email address, phone and fax numbers.
- 31. Signature of the applicant or applicant's authorized agent.
- 32. Name of the applicant or applicant's authorized agent.
- Title (owner, president, etc.) of the applicant or applicant's authorized agent.
- 34. Date of the signature.

ADA Notice For individuals with sensory disabilities, this document is available in alternate formats. For alternate format information, contact the Forms Management Unit at (916) 445-1233, TTY 711, or write to Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION

# **ENCROACHMENT PERMIT APPLICATION CHECKLIST - TRAFFIC CONTROL**

TR-041	1 (NEW	06/2019)						
		PLICANT OR ORGANIZATION AN DIEGO	TRACKING NUMBER					
		COUNTY / ROUTE / POSTMILE						
		EGO / I-8 - T0 - L1.77						
but no	t limite	ormed within State highway right-of-way must conform to all applicable Departmental d to the Encroachment Permits Manual, Standard Specifications, Standard Plans, Proj way Design Manual and Special Provisions.	construction standards including ect Development Procedures					
APPLI	CATIO	<u>N</u>						
X	All list	red items must have a selection (select "N/A" if not applicable).						
X	Work	description within State highway right-of-way must be comprehensive.						
X	The "Standard Encroachment Permit Application" (form TR-0100) must be signed by the applicant/project or property owner or organization. If signed by an agent, attach a letter of authorization. Note: Box 28 is the applicant's information and box 29 is the authorized agent's.							
X	– Signa	tures are required on both the application and the letter of authorization.						
PLANS	_ S							
X		Set Requirements are available at: <a href="http://www.dot.ca.gov/trafficops/ep/docs/plan_set_require">http://www.dot.ca.gov/trafficops/ep/docs/plan_set_require</a>	ments.pdf					
X	Six co Civil E	emplete sets of plans folded 8 $\frac{1}{2}$ " x 11" signed, stamped with license expiration date and date ingineer.	stamped by a California Registered					
X	Six complete sets of Traffic Control/Traffic Management plans (for detours) folded to 8 ½" x 11", signed, stamped with license							
X	Identify responsibility for traffic control (must be provided by a qualified Traffic Control contractor, local law enforcement and/or local agency forces).							
X	Traffic control and detour plans must comply with CA MUTCD, Caltrans Standard Plans (S.P.) and Standard Specifications (S.S.).							
Х	Closure locations and times between 9:00 AM to 3:00 PM.							
N/A	Closure locations and times other than 9:00 AM to 3:00 PM. Obtain approval from the District Traffic Management Center.							
N/A	Locati	on of Portable Changeable Message Sign(s), message, and installation dates.						
	N/A	Must comply with Caltrans "Changeable Message Sign Guidelines".	8					
	N/A	Must comply with CA MUTCD Section 6F.60 and Figure 6F-104(CA).						
N/A	Traffic	control plan per the S.P. T9 through T14 (T13 with NSSP Section 12-3.36).						
N/A	– Traffic	control plan per CA MUTCD Chapter 6H (Typical Applications).						
N/A	Aerial crossings requiring assistance from the California Highway Patrol must comply with "Rolling Traffic Break Special							
Х	Custo	m design/site specific traffic control plan.						
	- X	Existing posted speed limit (mph).						
	X	Placement of traffic cones in front of warning signs before beginning of lane closure.						
	X	Advance warning sign spacing per S.P. T9, Table 3.						
	X	Longitudinal buffer space and flagger station spacing per S.P. T9, Table 2.						
	X	Tangent (min. 2L) taper length per S.P. T9, Table 1.						
	X	Merging (min. L) taper length per S.P. T9, Table 1.						
	X	Shifting (min. L/2) taper length per S.P. T9, Table 1.						
	N/A	Shoulder (minimum L/3) taper length per S.P. T9, Table 1.						
		Maximum cone/channelizing device spacing per S.P. T9, Table 1.	ximum cone/channelizing device spacing per S.P. T9, Table 1.					
	$\frac{\chi}{X}$	11 feet minimum open lane width (12 feet is preferred).						
N/A	Sidew	– alk/crosswalk closure – temporary pedestrian facilities or pedestrian detour must comply with es Handbook", CA MUTCD Part 6, Chapter 6 D (Pedestrian and Worker Safety), and S.P. T	n the "Temporary Pedestrian 30 through T34.					

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION

### **ENCROACHMENT PERMIT APPLICATION CHECKLIST - TRAFFIC CONTROL**

TR-0411 (NEW 06/2019)

Χ	Bike lane closure and bike detour (W11-1, W16-1P, etc.)		
N/A	Truck turn template using STAA Design Vehicle (Length = 72 feet).		
	N/A Truck detour plan.		
N/A	Temporary K-rail must comply with S.S. 7-1.04; end taper with at least 10:1 taper or else provide appropriate crash cushion.		
N/A	Speed reduction must comply with "California Manual for Setting Speed Limits" Section 2.3 and A.3 – Table 2C.4 CA MUTCD Guidelines for Advance Placement of Warning Signs.		
N/A	Additional flaggers for driveway, pedestrian and truck traffic control.		
N/A	Temporary relocation of bus stop.		
X	Arrangements for driveway blockage, parking and bus stop restrictions.		
X	Confirm closures are appropriate for the work involved and must comply with S.S. 12-4.02C(3):		
<u>4</u>	Any work encroaching within 3 feet of the edge of the travel lane for areas with a posted speed limit below 45 mph requires the closure of the adjacent travel lane.		
	Any work encroaching within 6 feet of the edge of the travel lane for areas with a posted speed limit at 45 mph or higher requires the closure of the adjacent travel lane.		
	Any work encroaching within 6 feet of the edge of shoulder, requires the closure of the shoulder lane.		
SUPPORTING DOCUMENTATION*			
N/A	Resolutions or approvals from all impacted local agencies indicating formal approval of detour plans.		
X	For proposed traffic control on freeway and expressways, provide lane closure charts with backup calculations.		
Ν/Δ	Caltrans public information office involvement – plan for providing advance notification to TV, radio, newspapers, notification letters or		

#### NOTES:

<sup>\*</sup>Forms are available at: http://www.dot.ca.gov/trafficops/ep/apps.html



### **Public Works Department**

Right of Way Design Division

September 19, 2019

Mr. Sal Salem Caltrans District 11 – Permit Office 4050 Taylor Street San Diego, CA 92110-2737

Subject:

Letter of Authorization for Caltrans Encroachment Permit Application for

Street Resurfacing Mission Bay Traffic Control

Dear Mr. Salem:

I hereby authorize Mr. Jarrett Linn of Nasland Engineering, to be the authorized agent for City of San Diego, and submit the application, related documents and obtain the Caltrans encroachment permit for the Street Resurfacing Mission Bay Traffic Control. Ahmed Aburahmah, Senior Traffic Engineer, and Dayue Zhang, Senior Civil Engineer, met with you on May 21, 2019 and provided some background information regarding this project.

If you need additional information, please contact me at (619) 533-4641 or email asaleh@sandiego.gov.

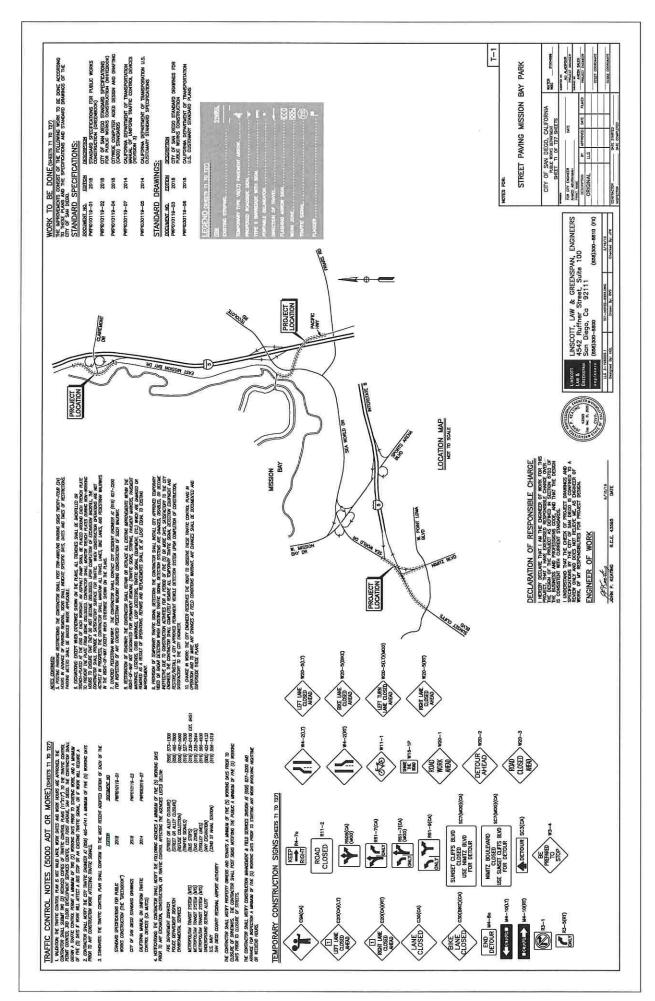
Sincerely,

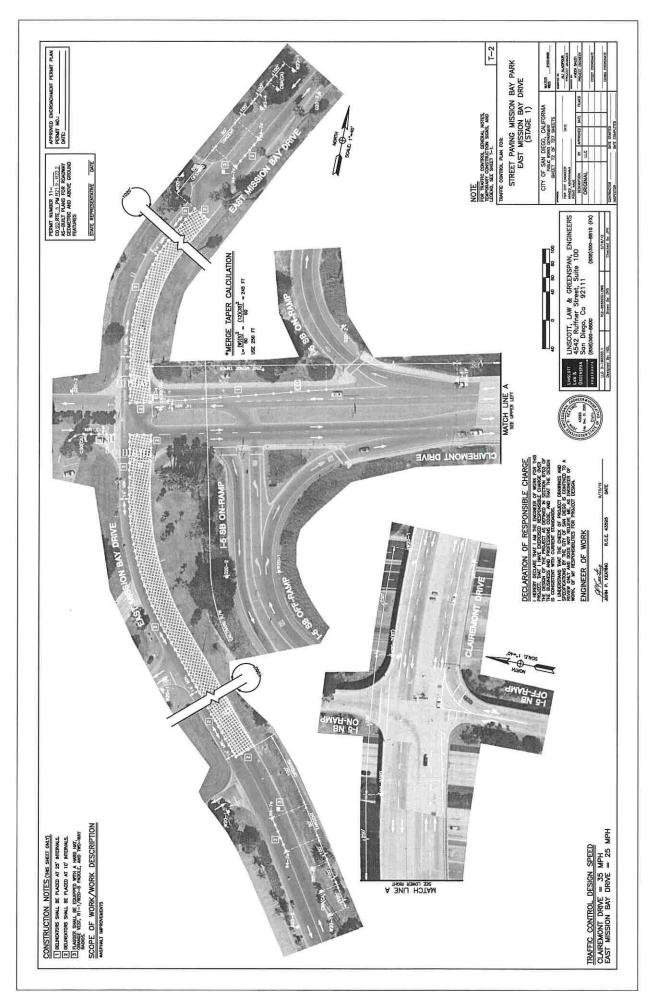
Aveen Saleh Project Manager

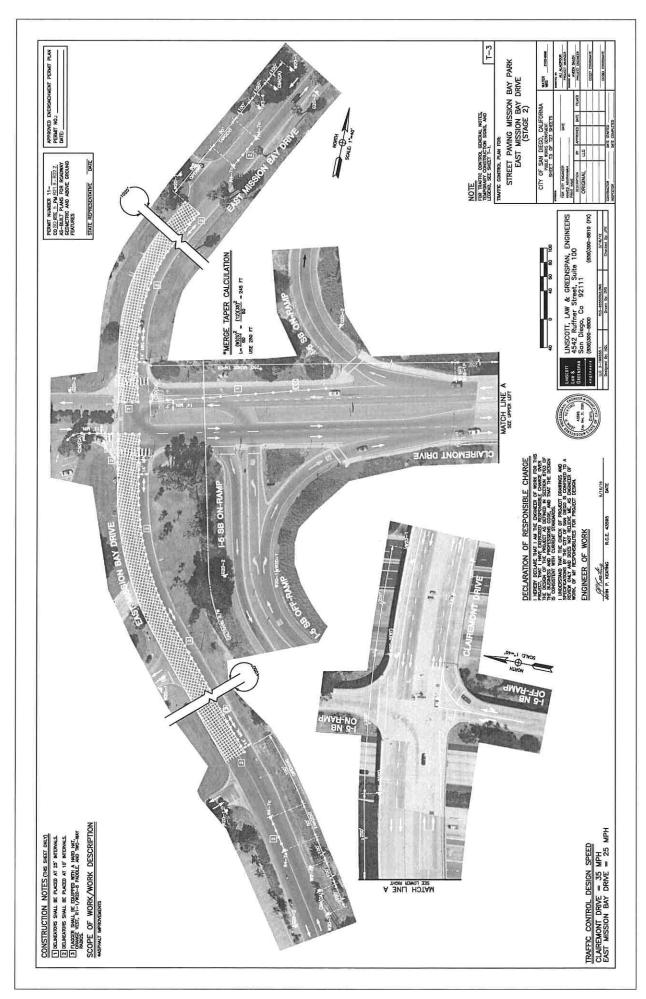
Enclosures:

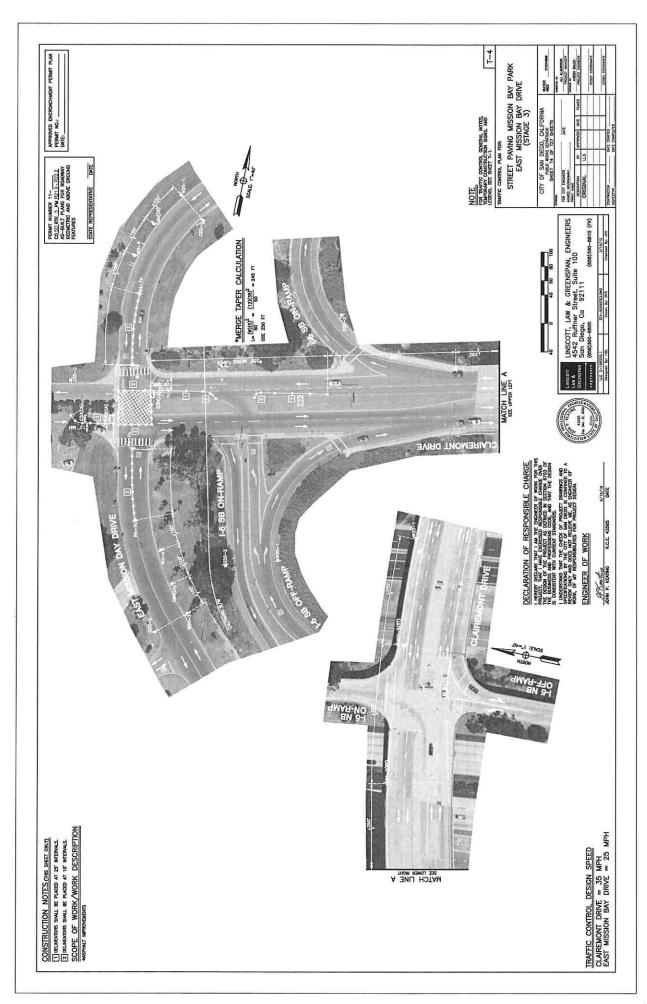
Caltrans Encroachment Permit Application (TR-0100) and supporting

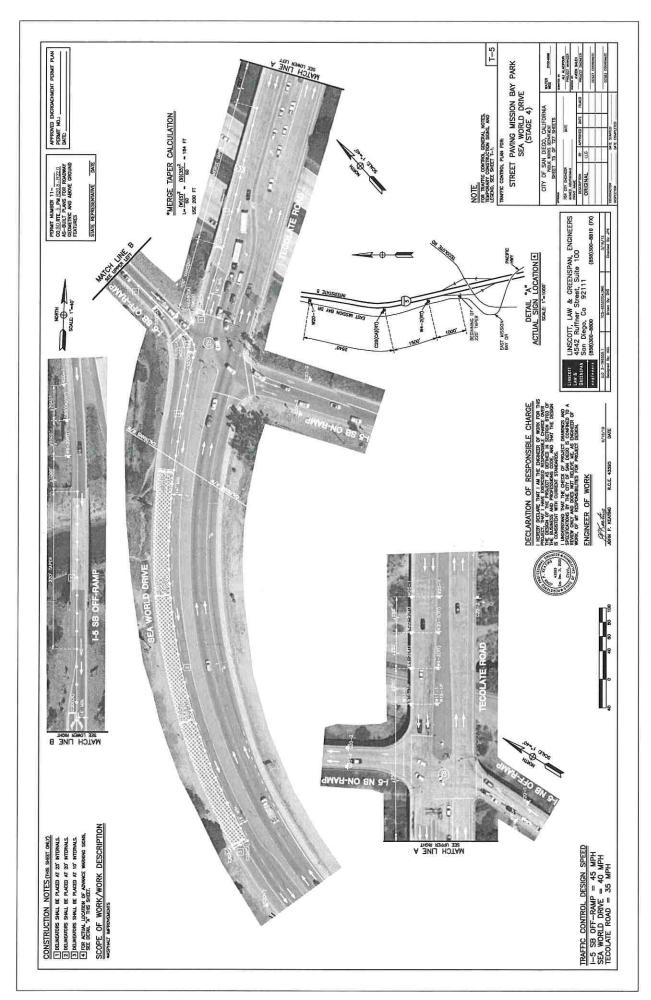
documents

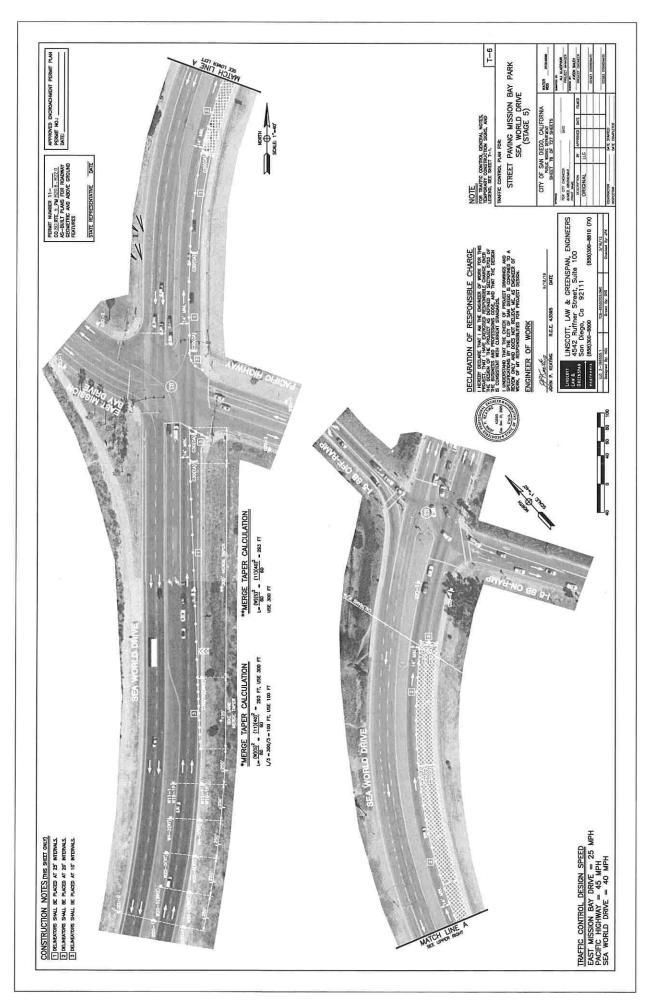


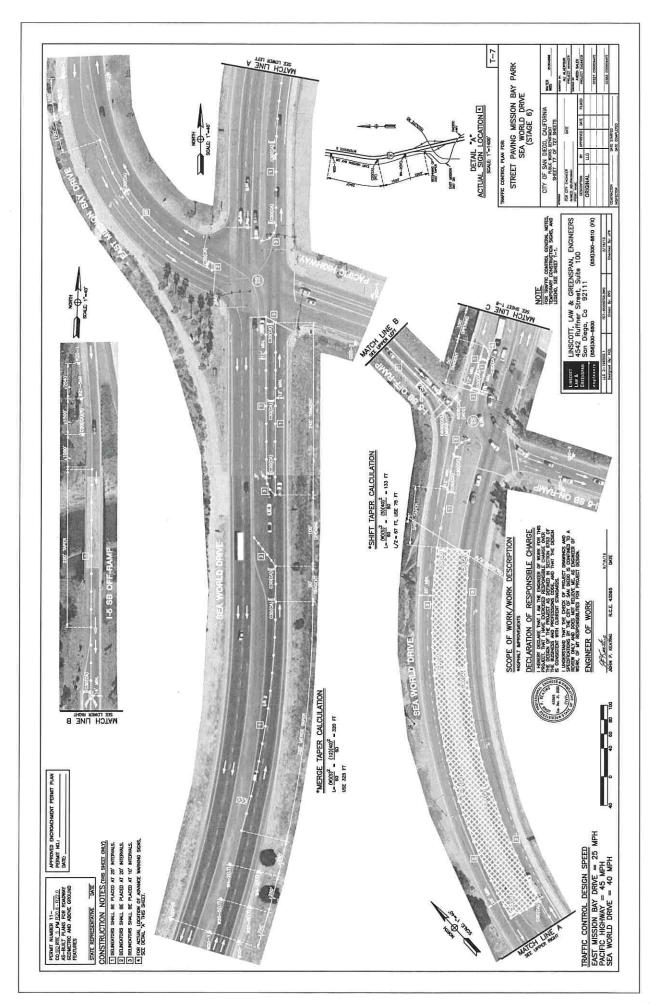


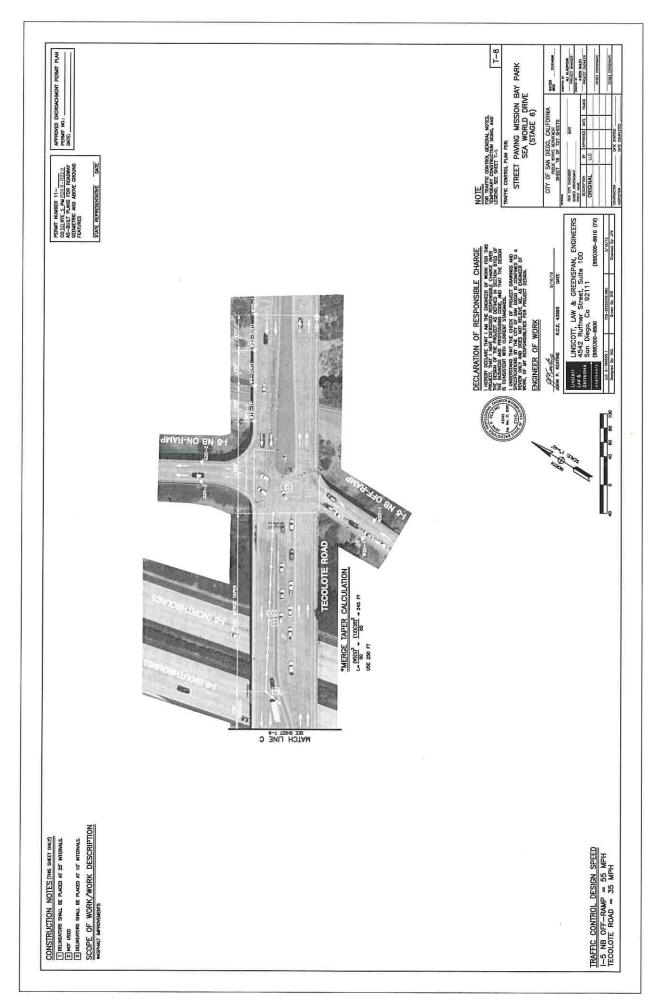


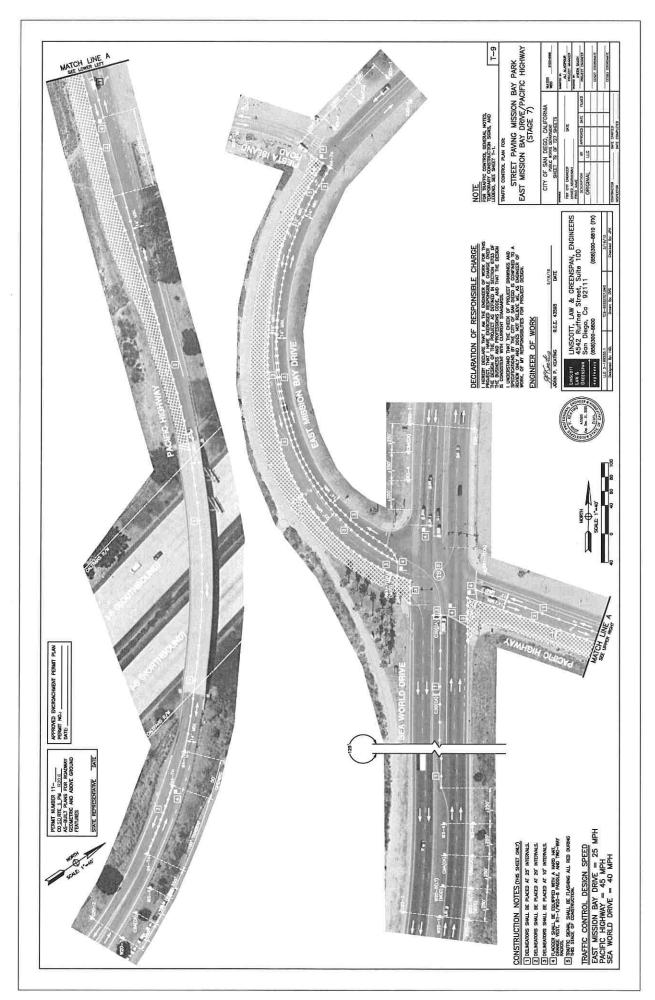


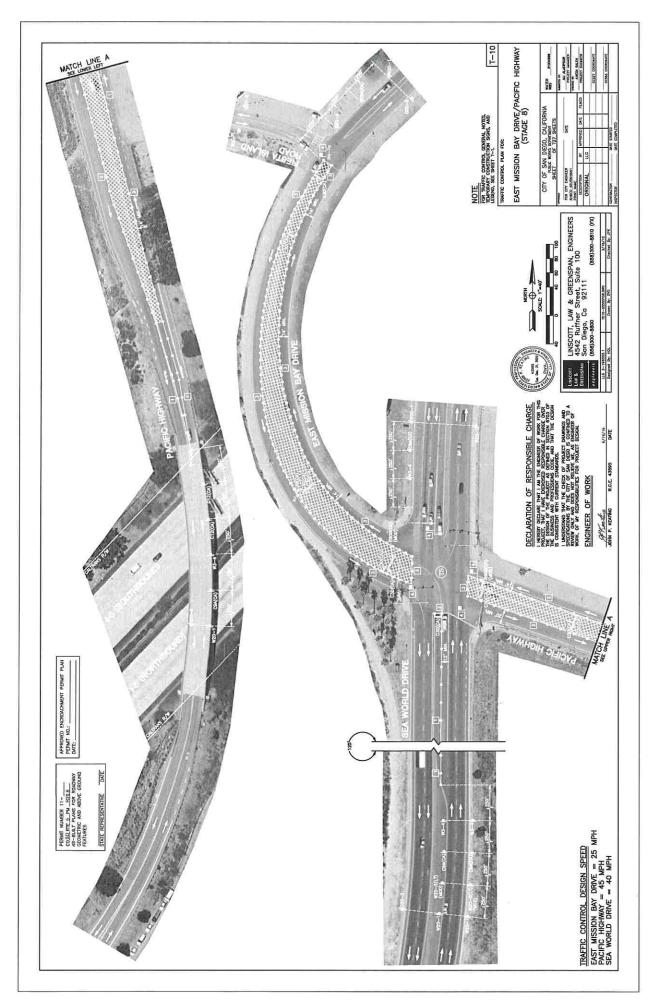


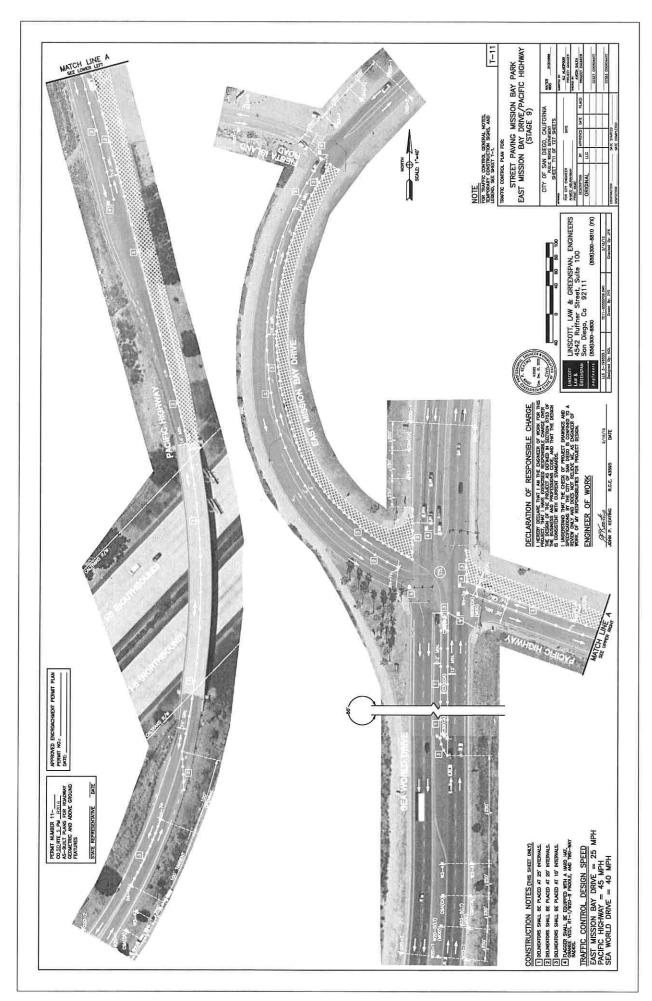


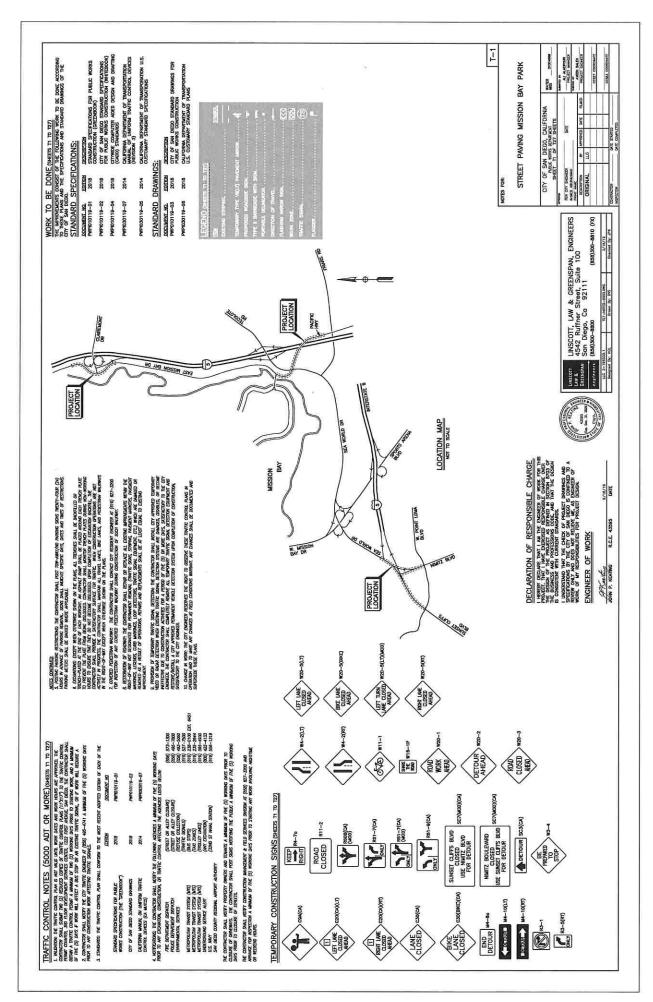


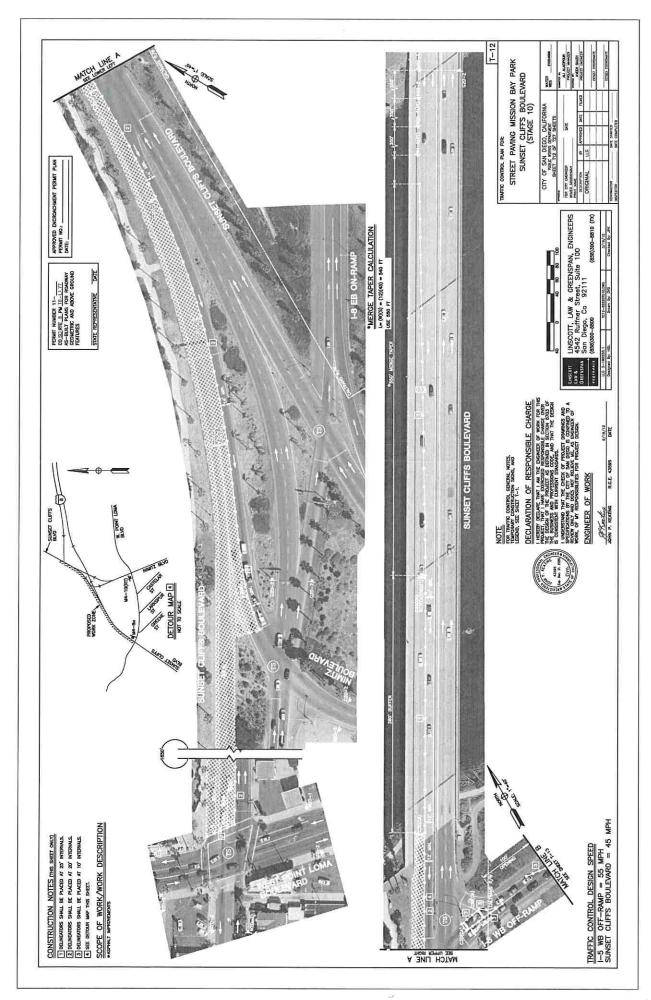


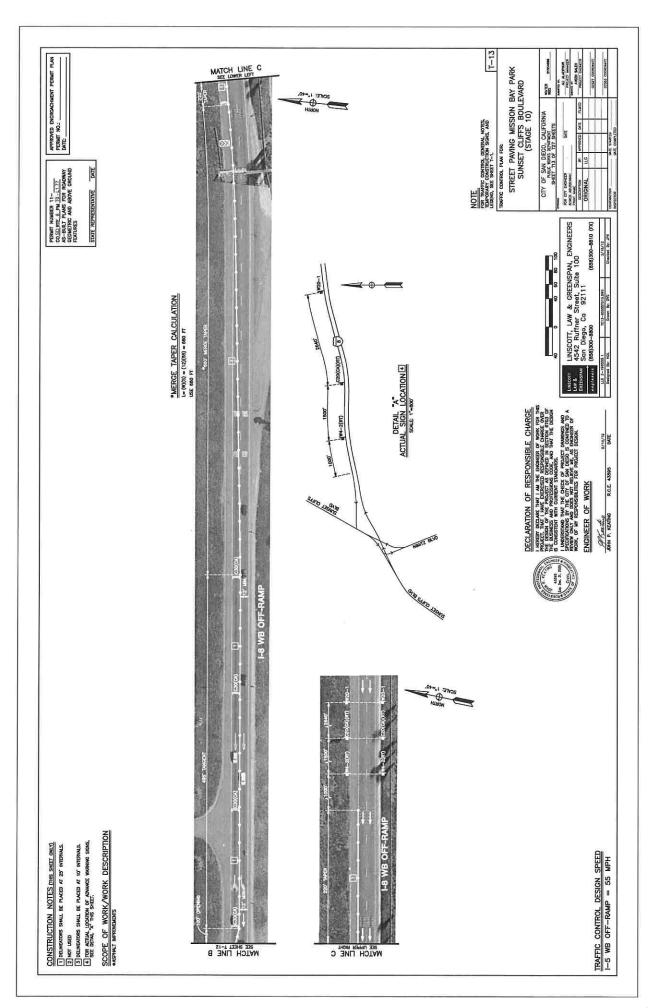


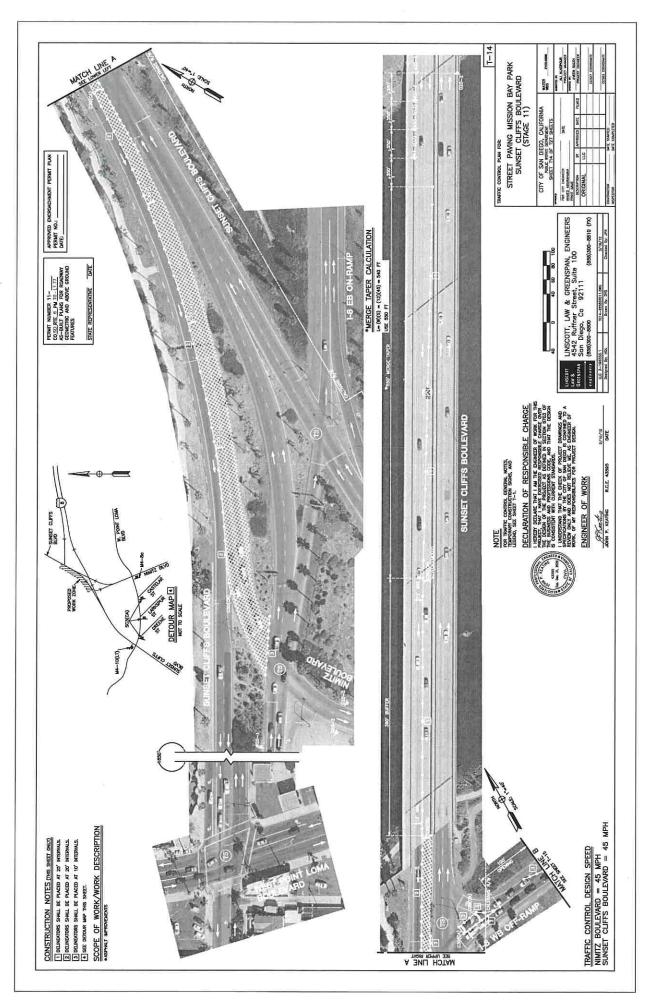


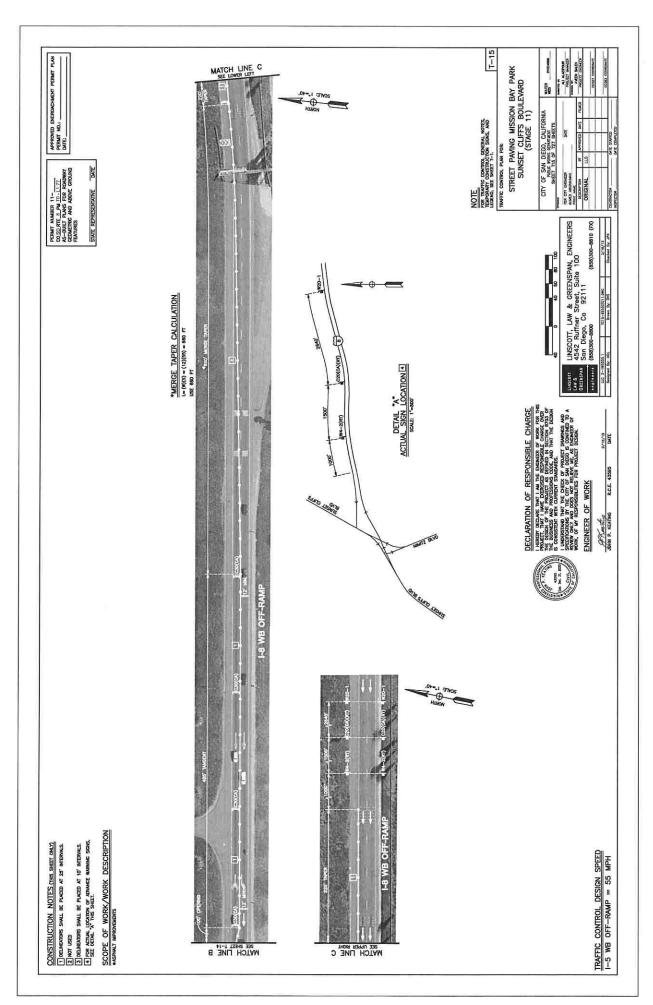


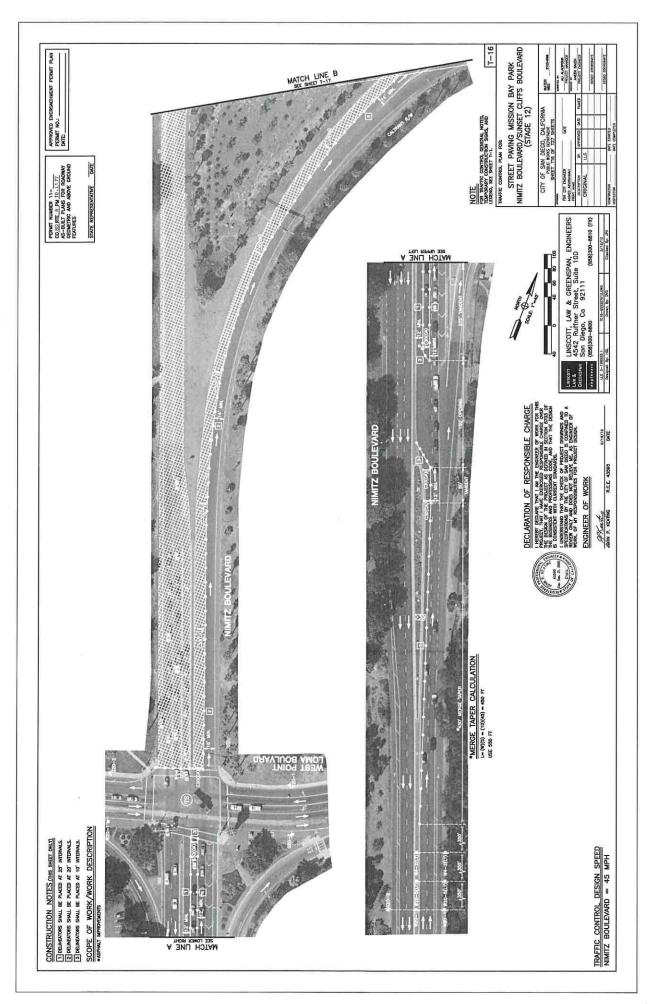


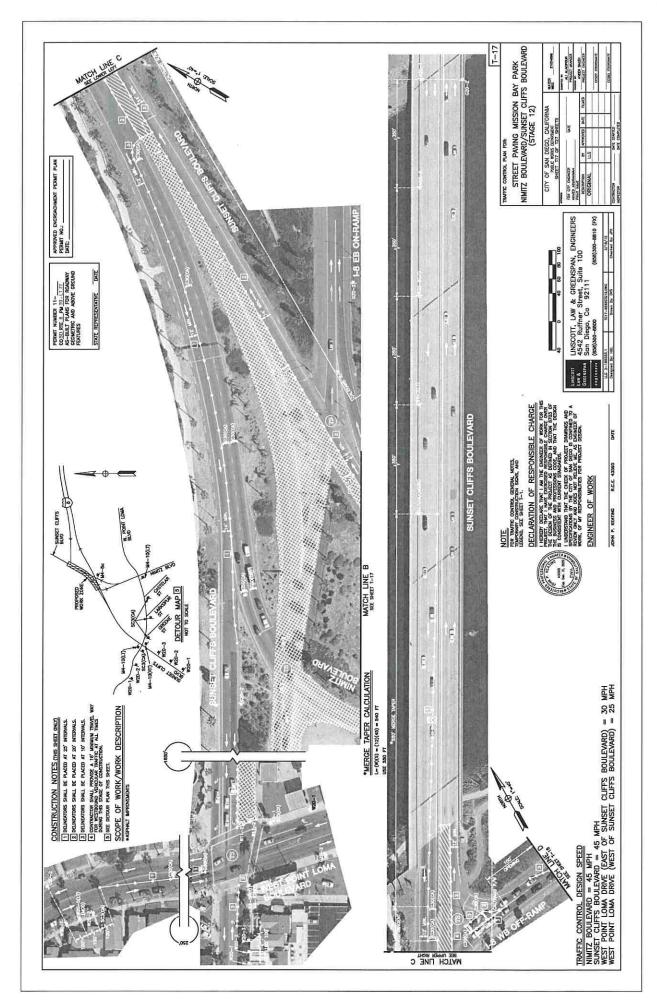


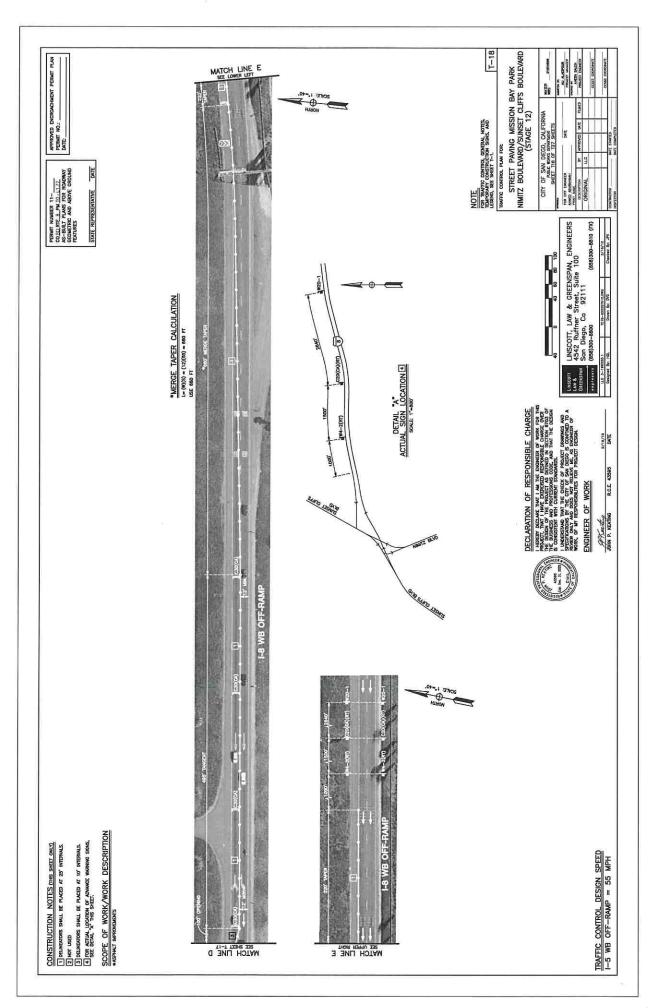


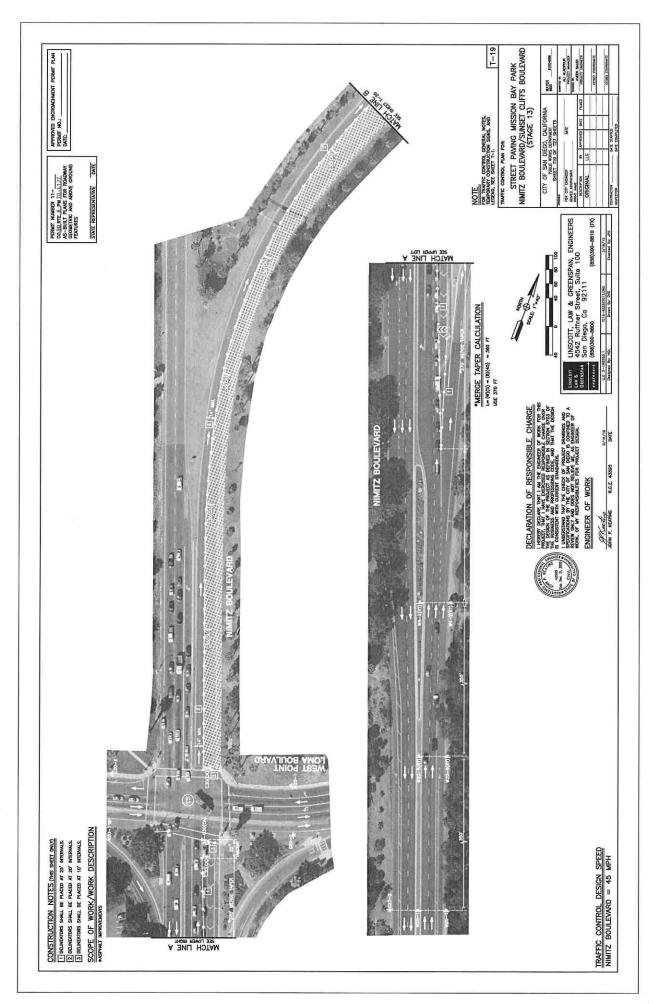


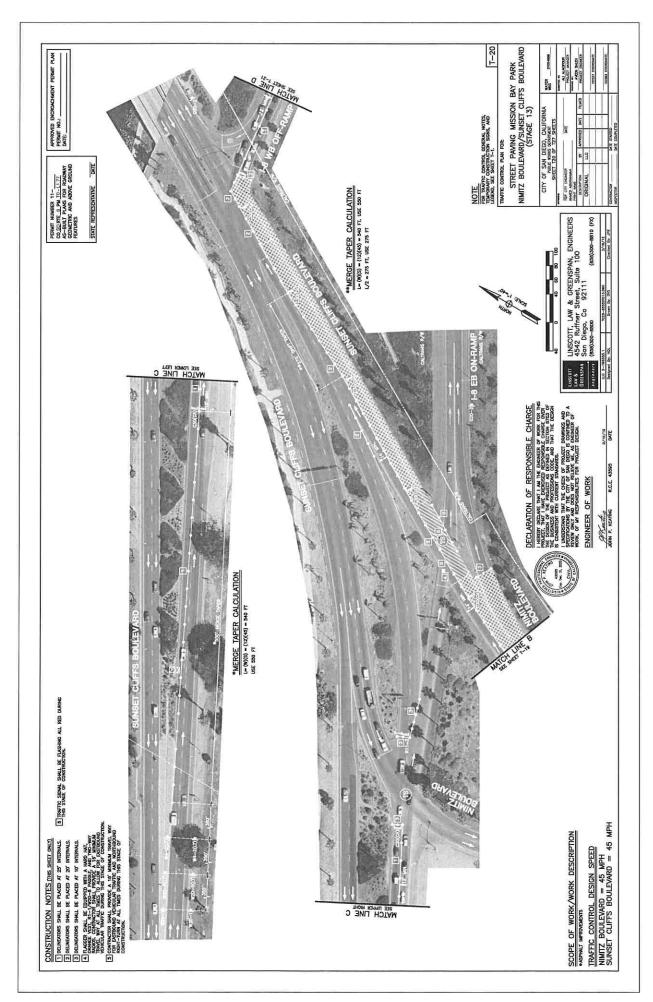


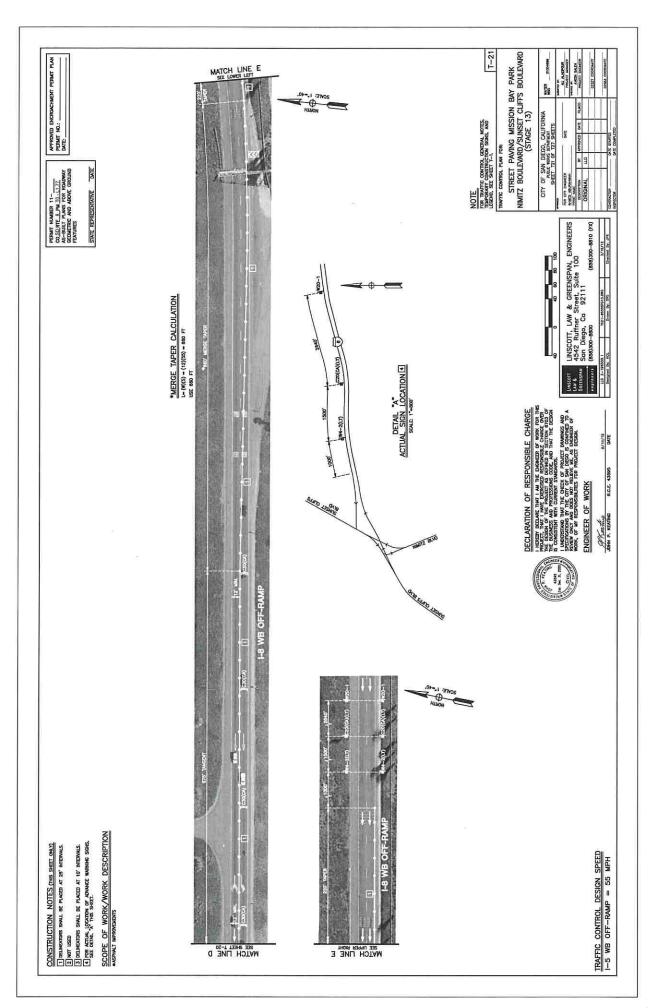


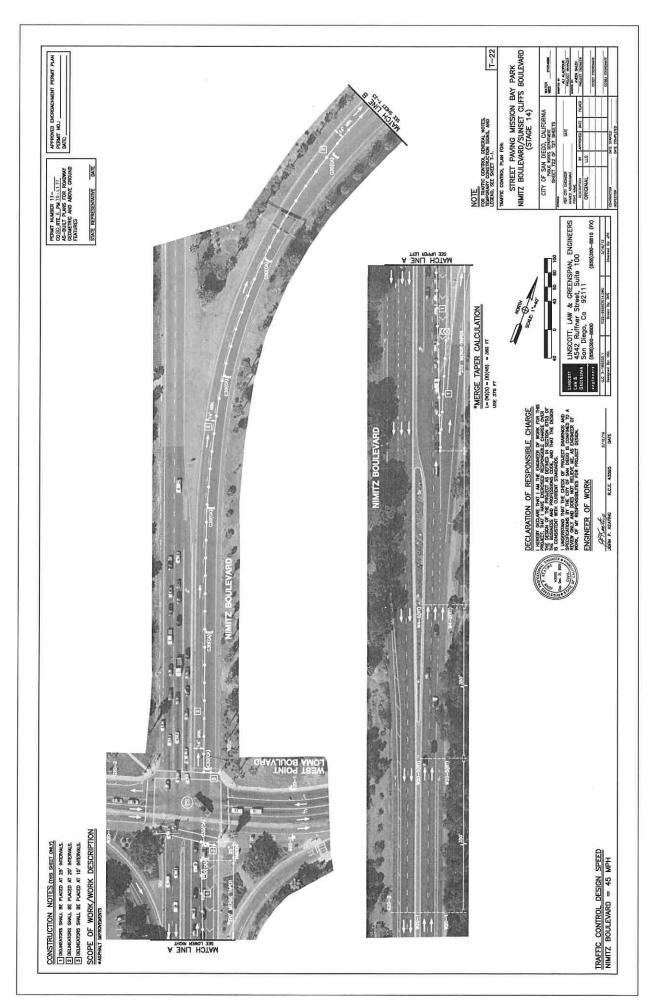


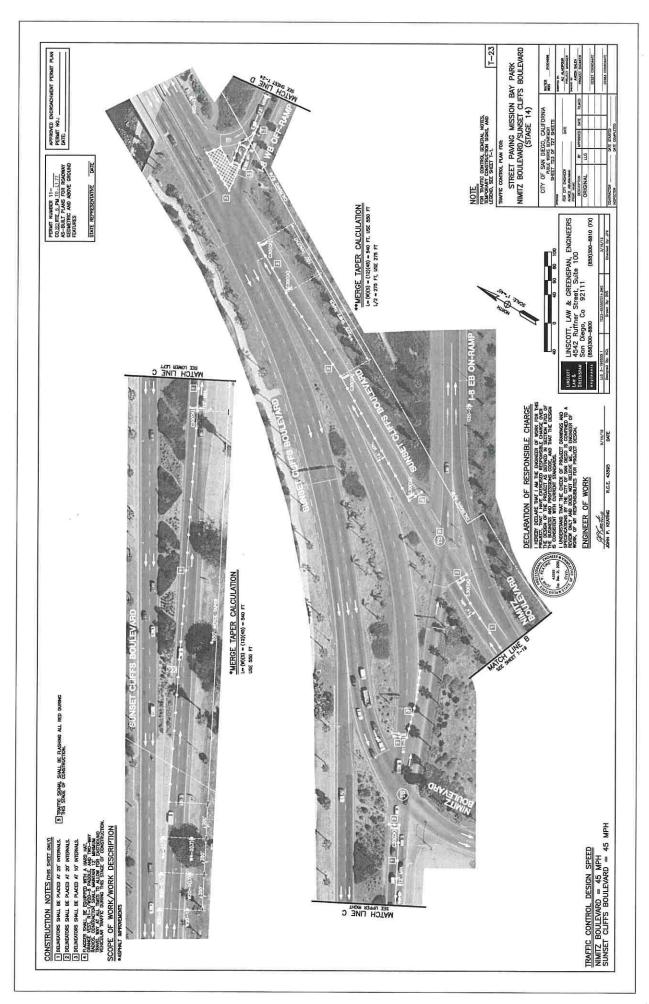


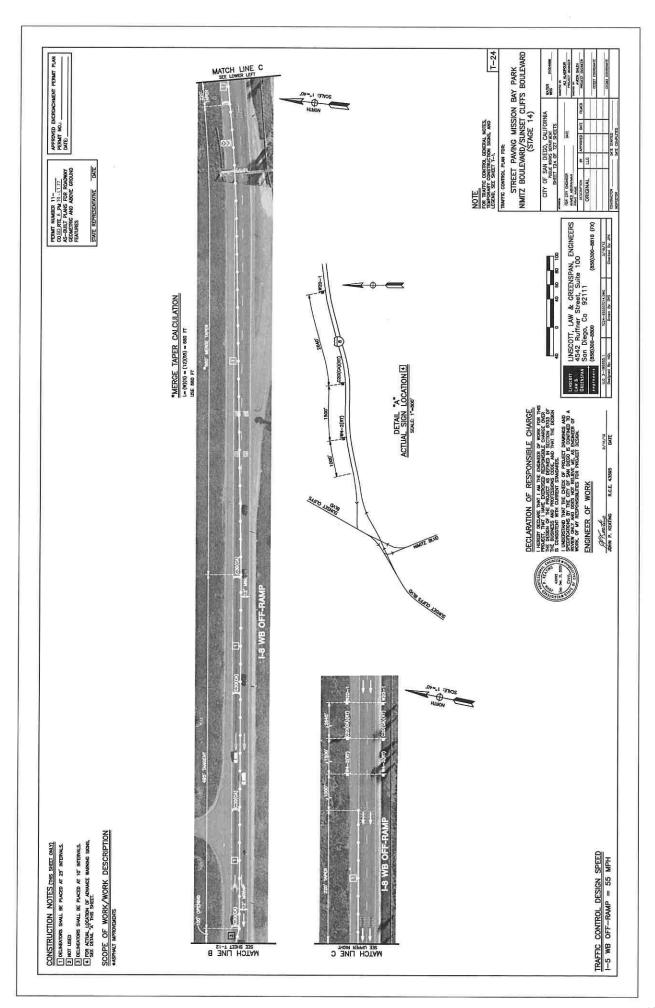


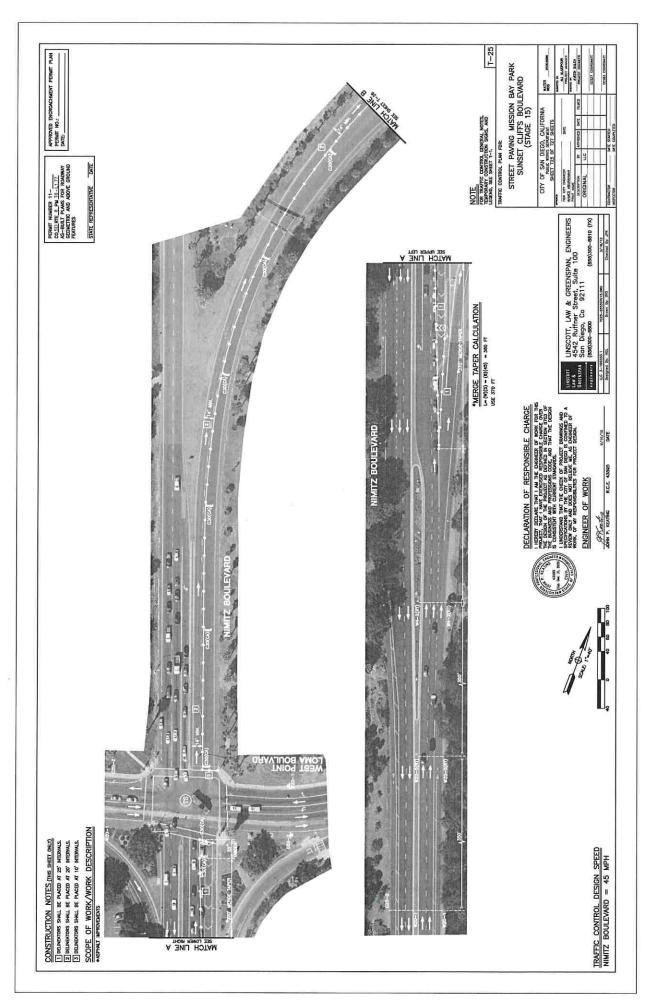


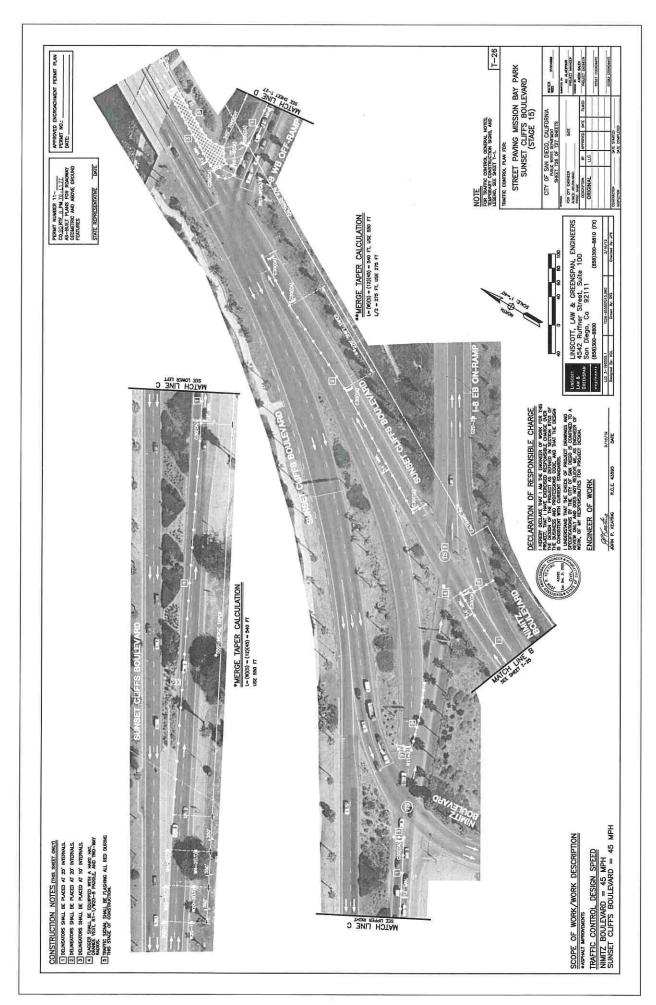


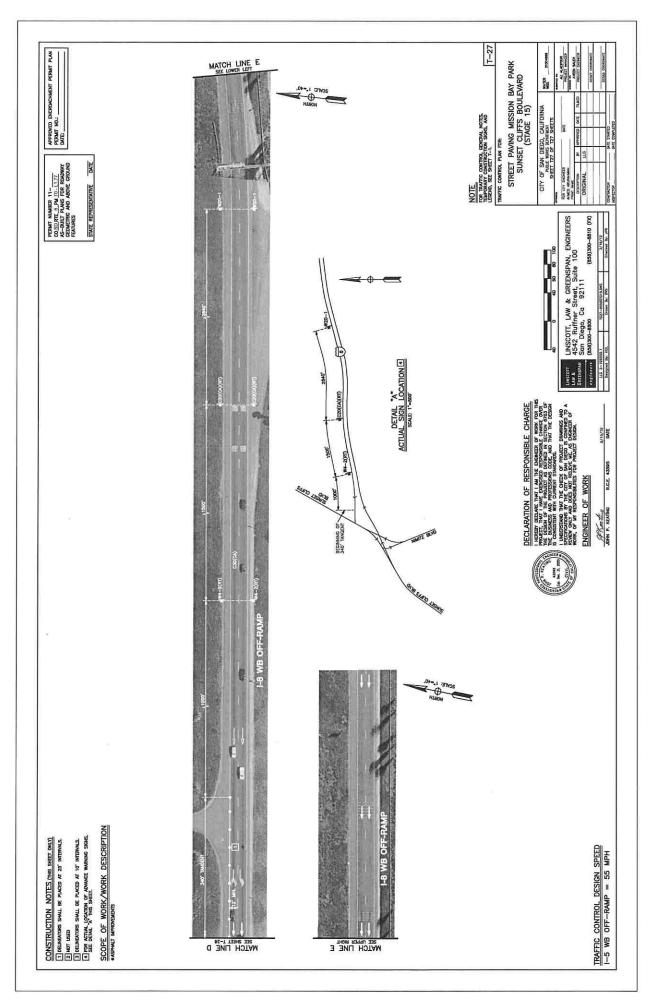












# **ATTACHMENT F**

### **RESERVED**

### **ATTACHMENT G**

# **CONTRACT AGREEMENT**

#### **CONTRACT AGREEMENT**

#### **CONSTRUCTION CONTRACT**

This contract is made and entered into between THE CITY OF SAN DIEGO, a municipal corporation, herein called "City", and <u>TC Construction Company, Inc.</u>, herein called "Contractor" for construction of **Street Resurfacing Mission Bay & Pacific Beach Pipeline South**; Bid No. K-20-1900-DBB-3; in the amount of **Six Million Four Hundred Eighty-Eight Thousand Five Hundred Seventy-Five Dollars and Sixty Cents (\$6,488,575.60)**, which is comprised of the Base Bid plus Additive Alternate A.

IN CONSIDERATION of the payments to be made hereunder and the mutual undertakings of the parties hereto, City and Contractor agree as follows:

- 1. The following are incorporated into this contract as though fully set forth herein:
  - (a) The attached Faithful Performance and Payment Bonds.
  - (b) The attached Proposal included in the Bid documents by the Contractor.
  - (c) Reference Standards listed in the Instruction to Bidders and the Supplementary Special Provisions (SSP).
  - (d) That certain documents entitled **Street Resurfacing Mission Bay & Pacific Beach Pipeline South**, on file in the office of the Public Works Department as Document No. **B-19195**, **B-12117** and **S-12015**, as well as all matters referenced therein.
- 2. The Contractor shall perform and be bound by all the terms and conditions of this contract and in strict conformity therewith shall perform and complete in a good and workmanlike manner Street Resurfacing Mission Bay & Pacific Beach Pipeline South, Bid No. K-20-1900-DBB-3, San Diego, California.
- 3. For such performances, the City shall pay to Contractor the amounts set forth at the times and in the manner and with such additions or deductions as are provided for in this contract, and the Contractor shall accept such payment in full satisfaction of all claims incident to such performances.
- 4. No claim or suit whatsoever shall be made or brought by Contractor against any officer, agent, or employee of the City for or on account of anything done or omitted to be done in connection with this contract, nor shall any such officer, agent, or employee be liable hereunder.
- 5. This contract is effective as of the date that the Mayor or designee signs the agreement.

# **CONTRACT AGREEMENT (continued)**

**IN WITNESS WHEREOF**, this Agreement is signed by the City of San Diego, acting by and through its Mayor or designee, pursuant to Municipal Code §22.3102 authorizing such execution.

	e e e e e e e e e e e e e e e e e e e
THE CITY OF SAN DIEGO	APPROVED AS TO FORM
	Mara W. Elliott, City Attorney
By CAParca	Ву
Print Name: <u>Claudia C. Abarca</u> Deputy Director Public Works Department	Print Name: <u>CASSANdra Mougi</u> Deputy City Attorney
Date:February 11, 2020	Date: February 11, 2020
CONTRACTOR	
By Col	
Print Name: AUSTIN CAMERON	
Title: PRESIDENT	
Date: 1/22/20	
City of San Diego License No.: <u>周9800</u> 47	13
State Contractor's License No.: 402459	

DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) REGISTRATION NUMBER: 100003132

# **CERTIFICATIONS AND FORMS**

The Bidder, by submitting its electronic bid, agrees to and certifies under penalty of perjury
under the laws of the State of California, that the certifications, forms and affidavits submitted
as part of this bid are true and correct.

#### **BIDDER'S GENERAL INFORMATION**

#### To the City of San Diego:

Pursuant to "Notice Inviting Bids", specifications, and requirements on file with the City Clerk, and subject to all provisions of the Charter and Ordinances of the City of San Diego and applicable laws and regulations of the United States and the State of California, the undersigned hereby proposes to furnish to the City of San Diego, complete at the prices stated herein, the items or services hereinafter mentioned. The undersigned further warrants that this bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

The undersigned bidder(s) further warrants that bidder(s) has thoroughly examined and understands the entire Contract Documents (plans and specifications) and the Bidding Documents therefore, and that by submitting said Bidding Documents as its bid proposal, bidder(s) acknowledges and is bound by the entire Contract Documents, including any addenda issued thereto, as such Contract Documents incorporated by reference in the Bidding Documents.

# NON-COLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID UNDER 23 UNITED STATES CODE 112 AND PUBLIC CONTRACT CODE 7106

State of California

County of San Diego

The bidder, being first duly sworn, deposes and says that he or she is authorized by the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

#### **DRUG-FREE WORKPLACE**

I hereby certify that I am familiar with the requirements of San Diego City Council Policy No. 100-17 regarding Drug-Free Workplace as outlined in the WHITEBOOK, Section 5-1.3, "Drug-Free Workplace", of the project specifications, and that;

This company has in place a drug-free workplace program that complies with said policy. I further certify that each subcontract agreement for this project contains language which indicates the subcontractor's agreement to abide by the provisions of subdivisions a) through c) of the policy as outlined.

#### AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE CERTIFICATION

I hereby certify that I am familiar with the requirements of San Diego City Council Policy No. 100-4 regarding the Americans With Disabilities Act (ADA) outlined in the WHITEBOOK, Section 5-1.2, "California Building Code, California Code of Regulations Title 24 and Americans with Disabilities Act", of the project specifications, and that:

This company has in place workplace program that complies with said policy. I further certify that each subcontract agreement for this project contains language which indicates the subcontractor's agreement to abide by the provisions of the policy as outlined.

#### **CONTRACTOR STANDARDS - PLEDGE OF COMPLIANCE**

I declare under penalty of perjury that I am authorized to make this certification on behalf of the company submitting this bid/proposal, that as Contractor, I am familiar with the requirements of City of San Diego Municipal Code § 22.3004 regarding Contractor Standards as outlined in the WHITEBOOK, Section 5-1.4, ("Contractor Standards and Pledge of Compliance"), of the project specifications, and that Contractor has complied with those requirements.

I further certify that each of the Contractor's subcontractors has completed a Pledge of Compliance attesting under penalty of perjury of having complied with City of San Diego Municipal Code § 22.3004.

.

#### **EQUAL BENEFITS ORDINANCE CERTIFICATION**

I declare under penalty of perjury that I am familiar with the requirements of and in compliance with the City of San Diego Municipal Code § 22.4300 regarding Equal Benefits Ordinance.

#### **EQUAL PAY ORDINANCE CERTIFICATION**

Contractor shall comply with the Equal Pay Ordinance (EPO) codified in the San Diego Municipal Code (SDMC) at section 22.4801 through 22.4809, unless compliance is not required based on an exception listed in SDMC section 22.4804.

Contractor shall require all of its subcontractors to certify compliance with the EPO in their written subcontracts.

Contractor must post a notice informing its employees of their rights under the EPO in the workplace or job site.

By signing this Contract with the City of San Diego, Contractor acknowledges the EPO requirements and pledges ongoing compliance with the requirements of SDMC Division 48, section 22.4801 et seq., throughout the duration of this Contract.

### **AFFIDAVIT OF DISPOSAL**

(To be submitted upon completion of Construction pursuant to the contracts Certificate of Completion)

WHEREAS, on the	DAY OF	, 2, San Diego, a municipal corporation, fo	the undersigned
entered into and executed	a contract with the City of S	San Diego, a municipal corporation, fo	r:
Street	Resurfacing Mission R	ay & Pacific Beach Pipeline Soutl	h
Street	_	ject Title)	
as particularly described in	said contract and identified	l as Bid No. <b>K-20-1900-DBB-3</b> ; WBS No.	B-19195, B-12117
and S-12015; and WHERE	AS, the specification of said	d contract requires the Contractor to a	ffirm that "all brush,
· ·	•	is project have been disposed of in a	legal manner"; and
WHEREAS, said contract ha	is been completed and all s	surplus materials disposed of:	
terms of said contract, the	• •	nent by the City of San Diego to said C bes hereby affirm that all surplus mate ocation(s)	
and that they have been di	sposed of according to all a	applicable laws and regulations.	
•		,	
Ву:			
Contractor			
ATTEST:			
State of	County of		
On this	DAY OF , 2 , k	pefore the undersigned, a Notary Pu	ıblic in and for said
		sonally appeared	
known to me to be the		Contractor named in the fore	egoing Release, and
whose name is subscribed	thereto, and acknowledged	d to me that said Contractor executed	the said Release.
Notary Public in and for sa	id County and State		

#### LIST OF SUBCONTRACTORS

#### \*\*\* PROVIDED FOR ILLUSTRATIVE PURPOSES ONLY \*\*\* TO BE SUBMITTED IN ELECTRONIC FORMAT ONL Y\*\*\* SEE INSTRUCTIONS TO BIDDERS, FOR FURTHER INFORMATION

In accordance with the requirements of the "Subletting and Subcontracting Fair Practices Act", Section 4100, of the California Public Contract Code (PCC), the Bidder is to list below the name, address and license number of each Subcontractor who will perform work, labor, render services or specially fabricate and install a portion [type] of the work or improvement, in an amount of or in excess of 0.5% of the Contractor's total Bid. Failure to comply with this requirement may result in the Bid being rejected as non-responsive. The Contractor is to list only one Subcontractor for each portion of the Work. The Bidder's attention is directed to the Special Provisions - Section 3-2, "SELF-PERFORMANCE", which stipulates the percentage of the Work to be performed with the Bidder's own forces. The Bidder is to also list all SLBE, ELBE, DBE, DVBE, MBE, WBE, OBE, SDB, WoSB, HUBZone, and SDVOSB Subcontractors for which the Bidders are seeking recognition towards achieving any mandatory, voluntary, or both subcontracting participation percentages.

NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONSTRUCTOR OR DESIGNER	SUBCONTRACTOR LICENSE NUMBER	TYPE OF WORK	DOLLAR VALUE OF SUBCONTRACT	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB®	WHERE CERTIFIED@	CHECK IF JOINT VENTURE PARTNERSHIP
Name:							
Name:							

1	As appropriate, Bidder shall identify Subcontractor as one of	the following and sh	all include a valid proof of certification (except for OBE, SLBE and	d ELBE):
	Certified Minority Business Enterprise	MBE	Certified Woman Business Enterprise	WBE
	Certified Disadvantaged Business Enterprise	DBE	Certified Disabled Veteran Business Enterprise	DVBE
	Other Business Enterprise	OBE	Certified Emerging Local Business Enterprise	ELBE
	Certified Small Local Business Enterprise	SLBE	Small Disadvantaged Business	SDB
	Woman-Owned Small Business	WoSB	HUBZone Business	HUBZone
	Service-Disabled Veteran Owned Small Business	SDVOSB		
2	As appropriate, Bidder shall indicate if Subcontractor is certifi	ied by:		
	City of San Diego	CITY	State of California Department of Transportation	CALTRANS
	California Public Utilities Commission	CPUC		
	State of California's Department of General Services	CADoGS	City of Los Angeles	LA

CA

The Bidder will not receive any subcontracting participation percentages if the Bidder fails to submit the required proof of certification.

U.S. Small Business Administration

State of California

SBA

#### NAMED EQUIPMENT/MATERIAL SUPPLIER LIST

#### \*\*\* PROVIDED FOR ILLUSTRATIVE PURPOSES ONLY \*\*\* TO BE SUBMITTED IN ELECTRONIC FORMAT ONLY \*\*\* SEE INSTRUCTIONS TO BIDDERS FOR FURTHER INFORMATION

NAME, ADDRESS AND TELEPHONE NUMBER OF VENDOR/SUPPLIER	MATERIALS OR SUPPLIES	DOLLAR VALUE OF MATERIAL OR SUPPLIES	SUPPLIER (Yes/No)	MANUFACTURER (Yes/No)	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB®	WHERE CERTIFIED②
Name:						
Address:						
City:						
State:						
Zip:						
Phone:						
Email:						
Name:						
Address:						
City:						
State:						
Zip:						
Phone:						
Email:						
As appropriate, Bidder shall identify Vendo	l r/Supplier as one of the foll	l lowing and shall includ	e a valid proof	l of certification (except	for OBE, SLBE and ELBE):	
Certified Minority Business Enterprise				siness Enterprise	,	WBE
Certified Disadvantaged Business Enterp	rise DE			eteran Business Enterp	orise	DVBE
· ·		BE Certif	Certified Emerging Local Business Enterprise		se	ELBE
Certified Small Local Business Enterprise S		.BE Smal	Small Disadvantaged Business			SDB
Woman-Owned Small Business	W	oSB HUBZ	HUBZone Business		H	UBZone
Service-Disabled Veteran Owned Small B	usiness SE	DVOSB				

The Bidder will not receive any subcontracting participation percentages if the Bidder fails to submit the required proof of certification.

City of Los Angeles

CITY

CA

CPUC

CADoGS

State of California Department of Transportation

U.S. Small Business Administration

California Public Utilities Commission

State of California's Department of General Services

City of San Diego

State of California

2

As appropriate, Bidder shall indicate if Vendor/Supplier is certified by:

**CALTRANS** 

LA

SBA

#### **ELECTRONICALLY SUBMITTED FORMS**

#### THE FOLLOWING FORMS MUST BE SUBMITTED IN PDF FORMAT WITH BID SUBMISSION

The following forms are to be completed by the bidder and submitted (uploaded) electronically with the bid in PlanetBids.

- A. BID BOND See Instructions to Bidders, Bidders Guarantee of Good Faith (Bid Security) for further instructions
- **B. CONTRACTOR'S CERTIFICATION OF PENDING ACTIONS**
- C. MANDATORY DISCLOSURE OF BUSINESS INTERESTS FORM
- D. DEBARMENT AND SUSPENSION CERTIFICATION

Bids will not be accepted until ALL the above-named forms are submitted as part of the bid submittal

# **BID BOND**

# See Instructions to Bidders, Bidder Guarantee of Good Faith (Bid Security)

KNOW ALL MEN BY THESE PRESENTS,	
That TC Construction Comparant Liberty Mutual Insurance Cand firmly bound unto The City of San Diegof 10% OF THE TOTAL BID AMOUNT for the payment bind ourselves, our helrs, executors, administrator firmly by these presents.	ent of which sum well and truly to be made we
WHEREAS, said Principal has submitted a Bid to sai the bidding schedule(s) of the OWNER's Contract Do	id OWNER to perform the WORK required under ocuments entitled
Street Resurfacing Mission Bay 8	x Pacific Beach Pipeline South
NOW THEREFORE, if said Principal is awarded a conthe manner required in the "Notice Inviting Bids" agreement bound with said Contract Documents, fur furnishes the required Performance Bond and Paymold, otherwise it shall remain in full force and effect said OWNER and OWNER prevails, said Surety shall princluding a reasonable attorney's fee to be fixed by the	enters into a written Agreement on the form of mishes the required certificates of insurance, and nent Bond, then this obligation shall be null and t. In the event sult is brought upon this bond by pay all costs incurred by said OWNER in such sult.
SIGNED AND SEALED, this11th	day of
TC Construction Company, Inc. (SEAL)  (Principal)  By:  (Signature)  Austin Cameron, President	Liberty Mutual Insurance Company (Surety) (Signature) Tara Bacon-Attorney-in-fact
SEAL AND NOTARIAL ACKNOWLEDGEMENT OF SURE	TY)

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

**CIVIL CODE § 1189** 

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

	AND THE PROPERTY OF THE PROPER
State of California County of San Diego	)
On December 11, 2019 bef	fore me, Maria Hallmark, Notary Public (insert name and title of the officer)
subscribed to the within instrument and his/her/their authorized capacity(ies), al person(s), or the entity upon behalf of v	factory evidence to be the person(s) whose name(s) is/are discontinuously acknowledged to me that he/she/they executed the same in and that by his/her/their signature(s) on the instrument the which the person(s) acted, executed the instrument.
paragraph is true and correct.	Y under the laws of the State of California that the foregoing
WITNESS my hand and official seal.  Signature	MARIA HALLMARK Notary Public - California San Diego County Commission # 2161086 My Comm. Expires Aug 22, 2020



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

> Liberty Mutual Insurance Company The Ohio Casualty Insurance Company West American Insurance Company

Certificate No: 8196955 - 969522

#### **POWER OF ATTORNEY**

NOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, t	that
berty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organiz	zed
nder the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint. Tara Baco	on,
ale G. Harshaw, Minna Huovila, Kyle King, John R. Qualin, Geoffrey Shelton	

state of all of the city of San Diego California each individually if there be more than one named, its true and lawful attorney-in-fact to make. execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 5th day of October 2018







Liberty Mutual Insurance Company The Ohio Casualty Insurance Company West American Insurance Company

David M. Carey, Assistant Secretary

State of PENNSYLVANIA County of MONTGOMERY

On this October 2018 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



#### COMMONWEALTH OF PENNSYLVANIA

Notarial Seal Teresa Pastella, Notary Public Upper Merion Twp., Montgomery County My Commission Expires March 28, 2021

By: Jeresa Pastella Notan Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

validity of this Power of Attorney call 0 between 9:00 am and 4:30 pm EST on any business day. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety the va -8240 l any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority. <u>6</u>6

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings. bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-infact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 11th day of December







A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(les), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public

#### - OPTIONAL -Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document. **Description of Attached Document** Title or Type of Document: \_\_\_\_\_ Document Date: Number of Pages: Signer(s) Other Than Named Above: Capacity(ies) Claimed by Signer(s) Signer's Name: Signer's Name: \_ □ Corporate Officer – Title(s): \_\_\_ ☐ Corporate Officer – Title(s): \_\_ □ Partner – □ Limited □ General □ Partner – □ Limited □ General □ Attorney in Fact □ Individual □ Individual □ Attorney in Fact □ Trustee ☐ Guardian or Conservator ☐ Trustee □ Guardian or Conservator □ Other: \_ □ Other: Signer is Representing: \_ Signer is Representing: \_

#### CONTRACTOR'S CERTIFICATION OF PENDING ACTIONS

As part of its bid or proposal (Non-Price Proposal in the case of Design-Build contracts), the Bidder shall provide to the City a list of all instances within the past 10 years where a complaint was filed or pending against the Bidder in a legal or administrative proceeding alleging that Bidder discriminated against its employees, subcontractors, vendors or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken.

CHECK ONE B	X ONLY.			
X	The undersigned certifies that a complaint or pending action discriminated against its employed	on in a legal	administrative pro-	eeding alleging that Bidder
	The undersigned certifies that complaint or pending action discriminated against its emplostatus or resolution of that coldates is as follows:	n in a legal a byees, subcontr	dministrative proc actors, vendors or s	eeding alleging that Bidder suppliers. A description of the
DATE OF CLAIM	Location Description of	LI AIM	IGATION STATUS	RESOLUTION/REMEDIAL ACTION TAKEN
Contractor Nai	ne: TC Const	ruction Com	pany, Inc.	
Certified By	Austin Cameron		Title	President
	Signature		Date	12-11-19

**USE ADDITIONAL FORMS AS NECESSARY** 

# Mandatory Disclosure of Business Interests Form

### BIDDER/PROPOSER INFORMATION

Legal Name TC Construction (	Company, Inc.	DBA		
Street Address 10540 Prospect Ave	City Santee	State CA	Zip 92071	
Contact Person, Title Austin Cameron President	Phone 619-448-4560	Fax 619-448-33		

Provide the name, identity, and precise nature of the interest\* of all persons who are directly or indirectly involved\*\* in this proposed transaction (SDMC § 21.0103).

- \* The precise nature of the interest includes:
- the percentage ownership interest in a party to the transaction,
- the percentage ownership interest in any firm, corporation, or partnership that will receive funds from the transaction,
- the value of any financial interest in the transaction,
- any contingent interest in the transaction and the value of such interest should the contingency be satisfied, and
- any philanthropic, scientific, artistic, or property interest in the transaction.
- \*\* Directly or indirectly involved means pursuing the transaction by:
- communicating or negotiating with City officers or employees,
- submitting or preparing applications, bids, proposals or other documents for purposes of contracting with the City, or
- directing or supervising the actions of persons engaged in the above activity.

Name Austin Cameron	Title/Position President	
City and State of Residence El Cajon CA	Employer (if different than Bidder/Proposer) N/A	-
Interest in the transaction	40% Owner	
Name Jack Gieffels	Title/Position Secretary/Treasurer	
City and State of Residence El Cajon CA	Employer (if different than Bidder/Proposer) N/A	
Interest in the transaction	1004 Oxamor	

10% Owner

# \* Use Additional Pages if Necessary \*

Under penalty of perjury under the laws of the State of California, I certify that I am responsible for the completeness and accuracy of the responses contained herein, and that all Information provided is true, full and complete to the best of my knowledge and belief. I agree to provide written notice to the Mayor or Designee within five (5) business days if, at any time, I learn that any portion of this Mandatory Disclosure of Business Interests Form requires an updated response. Failure to timely provide the Mayor or Designee with written notice is grounds for Contract termination.

are	12-11-19
Signature	Date
	Signature

Failure to sign and submit this form with the bid/proposal shall make the bid/proposal non-responsive. In the case of an informal solicitation, the contract will not be awarded unless a signed and completed Mandatory Disclosure of Business Interests Form is submitted.

Street Resurfacing Mission Bay & Pacific Beach Pipeline South	
Mandatory Disclosure of Business Interests Form (Rev. Sep. 201	19)

# Mandatory Disclosure of Business Interests Form

#### **BIDDER/PROPOSER INFORMATION**

Legal Name TC Construction	Company, Inc.	DBA		
Street Address 10540 Prospect Ave	City Santee	State CA	Zip 92071	
Contact Person, Title Austin Cameron President	Phone 619-448-4560	Fax 619-448-3341		

Provide the name, identity, and precise nature of the interest\* of all persons who are directly or indirectly involved\*\* in this proposed transaction (SDMC § 21.0103).

- \* The precise nature of the interest includes:
- the percentage ownership interest in a party to the transaction,
- the percentage ownership interest in any firm, corporation, or partnership that will receive funds from the transaction,
- the value of any financial interest in the transaction,
- any contingent interest in the transaction and the value of such interest should the contingency be satisfied, and
- any philanthropic, scientific, artistic, or property interest in the transaction.
- \*\* Directly or indirectly involved means pursuing the transaction by:
- communicating or negotiating with City officers or employees,
- submitting or preparing applications, bids, proposals or other documents for purposes of contracting with the City, or
- directing or supervising the actions of persons engaged in the above activity.

Name Terry Cameron	Title/Position CEO		
City and State of Residence El Cajon CA	Employer (if different than Bidder/Proposer) N/A		
Interest in the transaction	10% Owner		
Name Jeep Tharp	Title/Position Vice President		
City and State of Residence Alpine CA	Employer (if different than Bidder/Proposer) N/A		
Interest in the transaction	100/ Ourner		

10% Owner

# \* Use Additional Pages if Necessary \*

Under penalty of perjury under the laws of the State of California, I certify that I am responsible for the completeness and accuracy of the responses contained herein, and that all information provided is true, full and complete to the best of my knowledge and belief. I agree to provide written notice to the Mayor or Designee within five (5) business days if, at any time, I learn that any portion of this Mandatory Disclosure of Business Interests Form requires an updated response. Failure to timely provide the Mayor or Designee with written notice is grounds for Contract termination.

Austin Cameron, President	- all	12-11-19
Print Name, Title	Signature	Date

Failure to sign and submit this form with the bid/proposal shall make the bid/proposal non-responsive. In the case of an informal solicitation, the contract will not be awarded unless a signed and completed Mandatory Disclosure of Business Interests Form is submitted.

Street Resurfacing Mission Bay & Pacific Beach Pipeline S	outh
Mandatory Disclosure of Business Interests Form (Rev. Se	ep. 2019)

# Mandatory Disclosure of Business Interests Form

#### BIDDER/PROPOSER INFORMATION

Legal Name TC Construction (	Company, Inc.	DBA		
Street Address 10540 Prospect Ave	City Santee	State CA	Zip 92071	
Contact Person, Title Austin Cameron President	Phone 619-448-4560	Fax 619-448-3341		

Provide the name, identity, and precise nature of the interest\* of all persons who are directly or indirectly involved\*\* in this proposed transaction (SDMC § 21,0103).

- \* The precise nature of the interest includes:
- the percentage ownership interest in a party to the transaction,
- the percentage ownership interest in any firm, corporation, or partnership that will receive funds from the transaction,
- the value of any financial interest in the transaction,
- any contingent interest in the transaction and the value of such interest should the contingency be satisfied, and
- any philanthropic, scientific, artistic, or property interest in the transaction.
- \*\* Directly or indirectly involved means pursuing the transaction by:
- communicating or negotiating with City officers or employees,
- submitting or preparing applications, bids, proposals or other documents for purposes of contracting with the City, or
- directing or supervising the actions of persons engaged in the above activity.

Name Bobby Kostryka	Title/Position General S	uperintendant
City and State of Residence El Cajon CA	Employer (if different than Bidde N/A	r/Proposer)
Interest in the transaction	10% Owner	
Name Chad Cameron	Title/Position Estimator	
City and State of Residence El Cajon CA	Employer (if different than Bidde N/A	r/Proposer)
Interest in the transaction	20% Owner	

# \* Use Additional Pages if Necessary \*

Under penalty of perjury under the laws of the State of California, I certify that I am responsible for the completeness and accuracy of the responses contained herein, and that all information provided is true, full and complete to the best of my knowledge and belief. I agree to provide written notice to the Mayor or Designee within five (5) business days if, at any time, I learn that any portion of this Mandatory Disclosure of Business Interests Form requires an updated response. Failure to timely provide the Mayor or Designee with written notice is grounds for Contract termination.

Austin Cameron, President	- lift	12-11-19
Print Name, Title	Signature	Date

Failure to sign and submit this form with the bid/proposal shall make the bid/proposal non-responsive. In the case of an informal solicitation, the contract will not be awarded unless a signed and completed Mandatory Disclosure of Business Interests Form is submitted.

Street Resurfacing Mission Bay & Pacific Beach Pipeline South Mandatory Disclosure of Business Interests Form (Rev. Sep. 2019)

#### DEBARMENT AND SUSPENSION CERTIFICATION

### EFFECT OF DEBARMENT OR SUSPENSION

To promote Integrity in the City's contracting processes and to protect the public interest, the City shall only enter into contracts with responsible bidders and contractors. In accordance with San Diego Municipal Code \$22.0814 (a): Bidders and contractors who have been debarred or suspended are excluded from submitting blds, submitting responses to requests for proposal or qualifications, receiving contract awards, executing contracts, participating as a subcontractor, employee, agent or representative of another person contracting with the City.

As part of its bid or proposal (Non-Price Proposal in the case of Design-Build contracts), the Bidder shall provide to the City a list of Names of the Principal Individual owner(s)

The names of all persons interested in the foregoing proposal as Principals are as follows:

NAME	TITLE
Austin Cameron	President
Jeep Tharp	Vice President
Jack Gieffels	Secretary /Treasurer
Terry Cameron	CEO
Chad Cameron Estimator	

Chad Cameron Estimator Bobby Kostryka General Superintendant

IMPORTANT NOTICE: If Bidder or other interested person is a corporation, state secretary, treasurer, and manager thereof; if a co-partnership, state true name of firm, also names of all individual co-partners composing firm; if Bidder or other interested person is an individual, state first and last names in full.

The Bidder, under penalty of perjury, certifies that, except as noted below, he/she or any person associated therewith in the capacity of owner, partner, director, officer, manager:

- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal, State or local agency;
- has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal, State or local agency within the past 3 years;
- does not have a proposed debarment pending; and
- has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will be co	onsidered in determining bidder responsibility. For ency, and dates of action.	any exception note	d above, indicate below to wh	om i
Contractor Name:	TC Construction Compan	y, Inc.		
Certified By	Austin Cameron	Title	President	
	Signature	Date	12-11-19	en en
NOTE:	Providing false Information may result in crimina	l prosecution or adr	ministrative sanctions.	

# Names of the Principal individual owner(s) FOR SUBCONTRACTORS/SUPPLIERS/MANUFACTURERS As part of its bid or proposal (Non-Price Proposal in the case of Design-Build contracts), the

list of Names of the Oringinal Individual and are are to the	e or besign-build contracts), the bidder shall provide to the City a
list of Names of the Principal Individual owner(s) for their su Please indicate if principal owner is serving in the capacity of	Dcontractor/supplier/manufacturers,  f subcontractor, supplier, and/or manufacturers
SUBCONTRACTOR SUBCONTRACTOR	JPPLIER MANUFACTURER
NAME	TITLE
mcGrath Consulting	Michael McGrath President Cer
J	
SUBCONTRACTOR SI	IDDILIED
NAME	JPPLIER MANUFACTURER
The state of the s	TITLE
alvarez & Shaw	Chase alvavaez GEO
David & Bridge	Chase alvaraez CEO
	State State CFO
SUBCONTRACTOR SU	JPPLIER MANUFACTURER
The second of th	1863 Company C
NAME	TITLE
Dayland Parishing Dutans	
Havement Kecycling Systems	Steve Concannon President
9 9 0	Nathan Baylor Treasurer
	1
SUBCONTRACTOR SU	PPLIER MANUFACTURER
NAME	TITLE
	The second secon
Southwest Signal Service	Kyan Clark President & General Manager
V	January Williams
Contractor Name: TC Construction	Company In a
Contractor Name: TC Construction	Company, Inc.
Certified By Austin Cameron	Title _ President
Name	TIMO
- and	Date12-11-19
Signature	
*USE ADDITIONAL F	FORMS AS NECESCADY

December 6, 2019

# Names of the Principal Individual owner(s)

FOR SUBCONTRACTORS/SUPPLIERS/MANUFACTURERS As part of its bid or proposal (Non-Price Proposal in the case of Design-Build contracts), the Bidder shall provide to the City a list of Names of the Principal Individual owner(s) for their subcontractor/supplier/manufacturers. Please indicate if principal owner is serving in the capacity of subcontractor, supplier, and/or manufacturer: **SUBCONTRACTOR** SUPPLIER NAME SUBCONTRACTOR MANUFACTURER NAME alan Henderson President ( SUBCONTRACTOR SUPPLIER **MANUFACTURER** NAME SUBCONTRACTOR **MANUFACTURER** NAME TITLE NEED TO BE SEED TO THE David TC Construction Company, Inc. Contractor Name: \_\_\_\_ Certified By Austin Cameron President 12-11-19

\*USE ADDITIONAL FORMS AS NECESSARY\*

Signature

### SUBCONTRACTORS ADDITIVE/DEDUCTIVE ALTERNATE (USE ONLY WHEN ADDITIVE ALTERNATES ARE REQUIRED)

*** PROVID	ED FOR ILLUSTRATIVE PURPOSES ONLY *** TO BE SU	JBMITTED IN ELEC	TRONIC FORMAT	ONLY *** SE	E INSTRUCTIONS T	O BIDDERS FOR F	URTHER INEOR	watelan.
ADDITIVE/ DEDUCTIVE ALTERNATE	NAME, ADDRESS AND TELEPHONE NUMBER	CONSTRUCTOR OR DESIGNER	SUBCONTRACT OR LICENSE NUMBER	TYPE OF WORK	DOLLAR VALUE OF SUBCONTRACT	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WOSB, HUBZONE, OR SDVOSB®	WHERE CERTIFIED@	CHECK IF JOINT VENTURE PARTNERSHIP
	Name: Address: City: State: Zip: Phone: Email:			N/A				
	Name:							
Cer Cer Oth Cer Woi Sen Ø As app	propriate, Bidder shall identify Subcontractor as one of tified Minority Business Enterprise tified Disadvantaged Business Enterprise her Business Enterprise tified Small Local Business Enterprise man-Owned Small Business vice-Disabled Veteran Owned Small Business propriate, Bidder shall indicate if Subcontractor is certi	MBE DBE OBE SLBE WoSB SDVOSB fied by:	Certified W Certified Di Certified Er Small Disac HUBZone E	oman Busin Isabled Veter Inerging Loca Ivantaged Br Business	ess Enterprise ran Business Enterpri al Business Enterpris usiness	rise e	BE); WBE DVBE ELBE SDB HUBZone	
Cali City	y of San Diego ifornia Public Utilities Commission y of Los Angeles . Small Business Administration	CITY CPUC LA SBA		ifornia's Dep	artment of Transport partment of General		CALTRANS CADoGS CA	

The Bidder will not receive any subcontracting participation percentages if the Bidder fails to submit the required proof of certification.

# City of San Diego

CITY CONTACT: Rosa Isela Riego, Sr. Contract Specialist, Email: RRiego@sandiego.gov

Phone No. (619) 533-3426

# **ADDENDUM A**





# **FOR**

# STREET RESURFACING MISSION BAY & PACIFIC BEACH PIPELINE SOUTH

BID NO.:	K-20-1900-DBB-3
SAP NO. (WBS/IO/CC):	B-19195, B-20083
CLIENT DEPARTMENT:	2116
COUNCIL DISTRICT:	2
PROJECT TYPE:	ID
+	

#### **BID DUE DATE:**

2:00 PM DECEMBER 17, 2019

# CITY OF SAN DIEGO'S ELECTRONIC BIDDING SITE, PLANETBIDS

http://www.sandiego.gov/cip/bidopps/index.shtml

# **ENGINEER OF WORK**

The engineering Specifications and Special Provisions contained herein have been prepared by or under the direction of the following Registered Engineer.

For City Engineer

12/6/2019

Date

Seal:

C 70971

#### A. CHANGES TO CONTRACT DOCUMENTS

The following changes to the Contract Documents are hereby made effective as though originally issued with the bid package. Bidders are reminded that all previous requirements to this solicitation remain in full force and effect

1. To Required Documents Schedule During Awarding and Bidding, pages 4 and 5, **DELETE** in their entirety and **SUBSTITUTE** with the following:

<u>ITEM</u>	DOCUMENT TO BE SUBMITTED	WHEN DUE	FROM		
1.	Bid Bond	At Time of Bid	ALL BIDDERS		
2.	Contractors Certification of Pending Actions	At Time of Bid	ALL BIDDERS		
3.	List of Subcontractors for Alternate Items	At Time of Bid	ALL BIDDERS		
4.	Mandatory Disclosure of Business Interests	At Time of Bid	ALL BIDDERS		
5.	Debarment and Suspension Certification	At Time of Bid	ALL BIDDERS		
6.	Bid Bond (Original)	Within 24 Hours of Bid opening	5 APPARENT LOW BIDDERS		
7.	SLBE Good Faith Effort Documentation	Within 3 working days of bid opening	ALL BIDDERS		
8.	Form AA60 – List of Work Made Available	Within 3 working days of bid opening with Good Faith Effort (GFE) documentation	ALL BIDDERS		
9.	Proof of Valid DBE-MBE-WBE-DVBE Certification Status e.g., Certs.	Within 3 working days of bid opening with Good Faith Effort (GFE) documentation	ALL BIDDERS		
10.	If the Contractor is a Joint Venture:  • Joint Venture Agreement • Joint Venture License	Within 10 working days of receipt by bidder of contract forms	APPARENT LOW BIDDER		

<u>ITEM</u>	DOCUMENT TO BE SUBMITTED	WHEN DUE	FROM
11.	Contract Forms - Agreement	Within 10 working days of receipt by bidder of contract forms	APPARENT LOW BIDDER
12.	Contract Forms - Payment and Performance Bond	Within 10 working days of receipt by bidder of contract forms	APPARENT LOW BIDDER
13.	Certificates of Insurance and Endorsements	Within 10 working days of receipt by bidder of contract forms	APPARENT LOW BIDDER
14.	Listing of "Other Than First Tier" Subcontractors	Within 10 working days of receipt by bidder of contract forms	APPARENT LOW BIDDER

#### B. NOTICE INVITING BIDS.

- 1. To Section 3, Estimated Construction Cost, page 6, **DELETE** in its entirety and **SUBSTITUTE** with the following:
  - **3**. **ESTIMATED CONSTRUCTION COST**: The City's estimated construction cost for this project is **\$6,862,000**.
- 2. To Section 8, Award Process, Subsections 8.4 and 8.5, page 7, **DELETE** in their entirety and **SUBSTITUTE** with the following:
  - **8.4.** The low Bid will be determined by the Base Bid plus all the alternates.
  - **8.5.** Once the low bid has been determined, the City may, at its sole discretion, award the contract for the Base Bid alone, or for the Base Bid plus one or more alternates.

3. To Notice Inviting Bids, ADD the following;

#### 10. ADDITIVE/DEDUCTIVE ALTERNATES:

10.1 The additive/deductive alternates have been established to allow the City to compare the cost of specific portions of the Work with the Project's budget and enable the City to make a decision whether to incorporate these portions prior to award. The award will be established as described in the Bid. The City reserves the right to award the Contract for the Base Bid only or for the Base Bid plus one or more Alternates.

#### C. ATTACHMENTS

- To Attachment A, Scope of Work, Section 1, Scope of Work, Subsection 1.1, Item 1.1.1, page 22, **DELETE** in its entirety and **SUBSTITUTE** with the following:
  - **1.1.1.** The Notice Inviting Bids and Plans numbered **41440-01-D** through **41440-33-D** and Traffic Control Plans numbered **41440-T01-D** through **41440-T131-D** inclusive.
- 2. To Attachment E, Supplemental Special Provisions Appendices, Appendix I, Caltrans Encroachment Permit (Draft), pages 93 through 136, **DELETE** in their entirety and **SUBSTITUTE** with Appendix I provided in the link below.

# https://filecloud.sandiego.gov/url/qqs3iticzxgqbry7

- 3. To Attachment E, Supplemental Special Provisions Appendices, **ADD** Appendix J, Alternate A-Old Sea World Drive Bike Path Paving Work per Pages **10** through **12** of this Addendum.
- 4. To Attachment G, Contract Document, page 139 and 140, **DELETE** in their entirety and **SUBSTITUTE** with pages 13 through 15 of this Addendum.

#### D. CERTIFICATION AND FORMS

1. TO Electronically Submitted Forms, DELETE in its entirety and SUBSTITUTE with Pages 16 through 22 of this Addendum.

#### E. SUPPLEMENTARY SPECIAL PROVISIONS

2. To Section 1, General, Terms, Definitions, Abbreviations, Units of Measure, and Symbols, Subsection 1-2, Terms and Definitions, paragraphs 6 and 7, page 31, **DELETE** in their entirety and **SUBSTITUTE** with the following:

To the "WHITEBOOK", item 54, "Normal Working Hours", ADD the following:

The **Normal Working Hours** are **9:00 PM** to **5:00 AM**. Additional working hours will be directed by the Resident Engineer as needed.

- 3. To Section 2-2.2, Caltrans Encroachment Permit, ADD the following:
  - 2. The Caltrans Encroachment Permit shall be presented to the Contractor at the Pre-Construction Meeting.
- 4. **ADD** the following:

**302-5.9 Measurement and Payment** To the WHITEBOOK, **ADD** the following:

2. Payment for Asphalt Concrete Dike shall include full compensation for the all work necessary to construct the asphalt berm and shall be paid in accordance with the Contract unit price for "Asphalt Concrete Dike Per G-05-Type A".

**404-1 GENERAL**. To the WHITEBOOK, **ADD** the following:

7. Cold-In-Place Reclaimed Asphalt Concrete Pavement with Existing Material (4 Inch) shall consist of 2" of reclaimed asphalt pavement (RAP) at maximum of 1 inch in size and free of contaminants and with 2" of the existing subbase material, uniformly mixed, spread, compacted, finished, and cured such that the in-place mixture forms a dense, uniform mass conforming to the thickness shown on the Plans. The Contractor shall use a recycling train, designed and built specifically for the purpose of producing and constructing cold-in-place reclaimed asphalt concrete pavement with existing material (4 inch) utilizing the existing asphalt concrete pavement and sub-base materials.

# **404-12 PAYMENT.** To the WHITEBOOK, **ADD** the following:

5. The payment for cold-in-place reclaimed asphalt concrete pavement with existing material (4 inch) shall be included in the Bid items at the Contract Unit Price per Square foot as shown in the Bid.

#### F. ADDITIONAL CHANGES

2. The following are additional changes to the Line Items in the PlanetBids Tab:

For clarity where applicable, **ADDITIONS**, if any, have been **Underlined** and **DELETIONS**, if any, have been **Stricken out**.

Section	Item Code	Description	UoM	Quantity	Payment Reference	Extension
Additive Alternate A- (OLD SEAWORLD DRIVE BIKE PATH)	<u>524126</u>	Bonds (Payment and Performance)	<u>LS</u>	1	<u>1-7.2.1</u>	
Additive Alternate A- (OLD SEAWORLD DRIVE BIKE PATH)	237310	Encroachment Permit Submittal (Army Corps of Engineers) (EOC Type I)	<u>AL</u>	1	<u>2-2.3</u>	2000
Additive Alternate A- (OLD SEAWORLD DRIVE BIKE PATH)	237310	<u>Mobilization</u>	<u>LS</u>	1	<u>7-3.4.1</u>	
Additive Alternate A- (OLD SEAWORLD DRIVE BIKE PATH)		Field Orders (EOC Type II)	<u>AL</u>	1	<u>7-3.9</u>	40000
Additive Alternate A- (OLD SEAWORLD DRIVE BIKE PATH)	237310	Excavate and Fill (Unclassified) Behind Dike	<u>CY</u>	<u>150</u>	300-4.9	
Additive Alternate A- (OLD	237310	Asphalt concrete (3 inch)	TON	<u>1925</u>	302-5.9	

Section	Item Code	Description	UoM	Quantity	Payment Reference	Extension
SEAWORLD DRIVE BIKE PATH)						
Additive Alternate A- (OLD SEAWORLD DRIVE BIKE PATH)	237310	Asphalt Concrete Dike Per G-05-Type A	<u>LF</u>	<u>750</u>	<u>302-5.9</u>	
Additive Alternate A- (OLD SEAWORLD DRIVE BIKE PATH)	<u>237110</u>	Curb Inlet (Type A) L=4'	<u>EA</u>	<u>2</u>	<u>303-1.11</u>	
Additive Alternate A- (OLD SEAWORLD DRIVE BIKE PATH)	<u>237110</u>	Rip Rap Energy Dissipator Per SDD- 104	<u>EA</u>	<u>2</u>	<u>303-1.11</u>	
Additive Alternate A- (OLD SEAWORLD DRIVE BIKE PATH)	237110	Storm Drain with Water Tight Joints ( 18 Inch, RCP) @ 1% minimum	<u>LF</u>	<u>80</u>	<u>306-15.1</u>	
Additive Alternate A- (OLD SEAWORLD DRIVE BIKE PATH)	237310	Cold-in-Place Recycled Asphalt Concrete with Existing Material (4 inch)	<u>SF</u>	<u>80115</u>	404-12	
Additive Alternate A- (OLD SEAWORLD DRIVE BIKE PATH)	237310	Paint Striping	<u>LS</u>	1	314-4.3.7	

#### G. PLANS

1. To Drawings 41440-01-D, 41440-27-D through 41440-33-D and 41440-T01-D through 41440-T115-D, **DELETE** in their entirety and **REPLACE** with Drawings 41440-01-D, 41440-27-D through 41440-33-D and 41440-T01-D through 41440-T131-D provided in the filecloud link below:

https://filecloud.sandiego.gov/url/qqs3iticzxgqbry7

James Nagelvoort, Director Public Works Department

Dated: *December 6, 2019*San Diego, California

JN/AJ/rd

# **APPENDIX J**

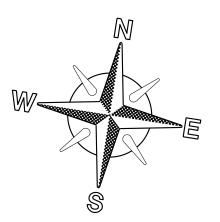


C-1





PAVING SCHEDULE NOTES									
NO.	LOCATION	STREET SEGMENT ID	OCI	RESTORATION REQUIRED	LENGTH (FT)	WIDTH (FT)	APPROX. AREA (SF)		
	OLD SEA WORLD DR BETWEEN S SHORES PKWY AND LIMIT LINE	N/A	NOT AVAILABLE	COLD-IN-PLACE RECYCLED ASPHALT CONCRETE PAVEMENT WITH EXISTING MATERIAL (4 INCH) AND AC OVERLAY (3 INCH)	2,155	21	45 <b>,</b> 255		
TOTAL AREA OF FULL WIDTH COLD MILLING (2 INCH) AND AC OVERLAY (3 INCH)							45,255 SF		

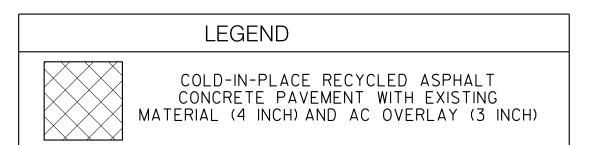


NO SCALE

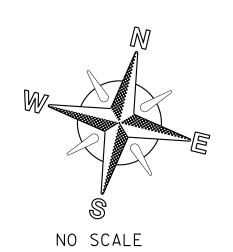
OLD SEA WORLD DRIVE BIKE PATH
RESURFACING PLAN

	CITY OF SA PUBLIC SHEE	WBS*B-18221				
	APPROVED:  FOR CITY ENGINEER  DAYUE ZHANG	DATE C70971			AVEEN SALEH PROJECT MANAGER	
	PRINT DCE NAME  DESCRIPTION	ВҮ	RCE# APPROVED DATE		FILMED	JWAN MUFTI PROJECT ENGINEER
	ORIGINAL SA					214-1695 CCS27 COORDINATE
					6256407-1854444 CCS83 COORDINATE	
CONTRACTOR						41440–01–D





PAVING SCHEDULE NOTES									
NO.	LOCATION	STREET SEGMENT ID	OCI	RESTORATION REQUIRED	LENGTH (FT)	WIDTH (FT)	APPROX. AREA (SF)		
	OLD SEA WORLD DR BETWEEN LIMIT LINES	N/A	NOT AVAILABLE	COLD-IN-PLACE RECYCLED ASPHALT CONCRETE PAVEMENT WITH EXISTING MATERIAL (4 INCH) AND AC OVERLAY (3 INCH)	I <b>,</b> 660	21	34,860		
TOTAL AREA OF FULL WIDTH COLD MILLING (2 NCH) AND AC OVERLAY (3 INCH)							34,860 SF		



ALE C-2

# OLD SEAWORLD DRIVE BIKE PATH RESURFACING PLAN

	CITY OF SA PUBLIC SHEE	WBS* B-18221				
	FOR CITY ENGINEER DAYUE ZHANG PRINT DCE NAME				AVEEN SALEH PROJECT MANAGER  JWAN MUFTI	
	DESCRIPTION	DESCRIPTION BY AP		APPROVED DATE FIL		PROJECT ENGINEER
	ORIGINAL	SA/AN				214-1695 CCS27 COORDINATE
						6256407-1854444 CCS83 COORDINATE
CONTRACTOR	DATE STARTED  DATE COMPLETED					41440–02–D

# ATTACHMENT G

# **CONTRACT AGREEMENT**

#### CONTRACT AGREEMENT

#### **CONSTRUCTION CONTRACT**

			entered into b					-		-
			Resurfacing							
Bid No	. K-20-1	<b>900-DBB-3</b> ; i	n the amount o	of						_
	(\$	<u>)</u> , wl	nich is comprise	ed of the Ba	se Bid p	plus	/minus A	dditive/D	eductive Al	ternates
			payments to		nereund	der (	and the	mutual u	ındertaking	s of the
1.	The fol	llowing are ir	ncorporated int	o this cont	ract as t	thou	igh fully s	set forth l	herein:	
	(a)	The attache	d Faithful Perfo	ormance ar	nd Payn	nent	t Bonds.			
	(h)	The attache	d Proposal incl	udad in th	o Did da		nanta bu	the Cont	ractor	

- (b) The attached Proposal included in the Bid documents by the Contractor.
- (c) Reference Standards listed in the Instruction to Bidders and the Supplementary Special Provisions (SSP).
- (d) That certain documents entitled **Street Resurfacing Mission Bay & Pacific Beach Pipeline South**, on file in the office of the Public Works Department as Document No. **B-19195** and **B-20083** as well as all matters referenced therein.
- The Contractor shall perform and be bound by all the terms and conditions of this contract and in strict conformity therewith shall perform and complete in a good and workmanlike manner Street Resurfacing Mission Bay & Pacific Beach Pipeline South, Bid No. K-20-1900-DBB-3, San Diego, California.
- 3. For such performances, the City shall pay to Contractor the amounts set forth at the times and in the manner and with such additions or deductions as are provided for in this contract, and the Contractor shall accept such payment in full satisfaction of all claims incident to such performances.
- 4. No claim or suit whatsoever shall be made or brought by Contractor against any officer, agent, or employee of the City for or on account of anything done or omitted to be done in connection with this contract, nor shall any such officer, agent, or employee be liable hereunder.
- 5. This contract is effective as of the date that the Mayor or designee signs the agreement and is approved by the City Attorney in accordance with San Diego Charter Section 40.

### **CONTRACT AGREEMENT (continued)**

THE CITY OF SAN DIEGO	APPROVED AS TO FORM
	Mara W. Elliott, City Attorney
Ву	By
Print Name: Mayor or designee	Print Name: Deputy City Attorney
Date:	Date:
CONTRACTOR	
Ву	<del>_</del>
Print Name:	_
Title:	_
Date:	_
City of San Diego License No.:	_
State Contractor's License No.:	<u> </u>

### **ELECTRONICALLY SUBMITTED FORMS**

### THE FOLLOWING FORMS MUST BE SUBMITTED IN PDF FORMAT WITH BID SUBMISSION

The following forms are to be completed by the bidder and submitted (uploaded) electronically with the bid in PlanetBids.

- A. BID BOND See Instructions to Bidders, Bidders Guarantee of Good Faith (Bid Security) for further instructions
- **B. CONTRACTOR'S CERTIFICATION OF PENDING ACTIONS**
- C. MANDATORY DISCLOSURE OF BUSINESS INTERESTS FORM
- D. DEBARMENT AND SUSPENSION CERTIFICATION
- **E. LIST OF SUBCONTRACTORS FOR ALTERNATE ITEMS**

Bids will not be accepted until ALL the above-named forms are submitted as part of the bid submittal

### **BID BOND**

## See Instructions to Bidders, Bidder Guarantee of Good Faith (Bid Security)

KNOW ALL MEN BY THESE PRESENTS,		
That and and firmly bound unto The City of San Diego of 10% OF THE TOTAL BID AMOUNT for the payme bind ourselves, our heirs, executors, administrators firmly by these presents.	o hereinafter called "OW ent of which sum, well and to s, successors, and assigns, j	truly to be made, we jointly and severally,
WHEREAS, said Principal has submitted a Bid to said the bidding schedule(s) of the OWNER's Contract Doo	•	ORK required under
NOW THEREFORE, if said Principal is awarded a cont the manner required in the "Notice Inviting Bids" e agreement bound with said Contract Documents, furnfurnishes the required Performance Bond and Paym void, otherwise it shall remain in full force and effect said OWNER and OWNER prevails, said Surety shall p including a reasonable attorney's fee to be fixed by the	nters into a written Agreer nishes the required certifica nent Bond, then this obligat c. In the event suit is brougl ay all costs incurred by said	ment on the form of tes of insurance, and ion shall be null and ht upon this bond by
SIGNED AND SEALED, this	day of	, 20
(SEAL) (Principal)	(Surety)	(SEAL)
By:(Signature)	By:(Signatui	re)
(SEAL AND NOTARIAL ACKNOWLEDGEMENT OF SURE	ETY)	

### **CONTRACTOR'S CERTIFICATION OF PENDING ACTIONS**

As part of its bid or proposal (Non-Price Proposal in the case of Design-Build contracts), the Bidder shall provide to the City a list of all instances within the past 10 years where a complaint was filed or pending against the Bidder in a legal or administrative proceeding alleging that Bidder discriminated against its employees, subcontractors, vendors or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken.

CHECK ONE I	BOX ONLY.							
	a complaint	The undersigned certifies that within the past 10 years the Bidder has NOT been the subject of a complaint or pending action in a legal administrative proceeding alleging that Bidder discriminated against its employees, subcontractors, vendors or suppliers.						
	complaint o discriminated status or res	The undersigned certifies that within the past 10 years the Bidder has been the subject of a complaint or pending action in a legal administrative proceeding alleging that Bidder discriminated against its employees, subcontractors, vendors or suppliers. A description of the status or resolution of that complaint, including any remedial action taken and the applicable dates is as follows:						
DATE OF CLAIM	Location	DESCRIPTION OF CLAIM	LITIGATION (Y/N)	<b>S</b> TATUS	RESOLUTION/REMEDIAL ACTION TAKEN			
Contractor N	ame:							
Certified By	arric.			Title				
cerdified by		Name		TIGE				
				Date				
		Signature						

**USE ADDITIONAL FORMS AS NECESSARY** 

### **Mandatory Disclosure of Business Interests Form**

### **BIDDER/PROPOSER INFORMATION**

Legal Name	DBA		
Street Address	City	State	Zip
Contact Person, Title	Phone	Fax	

Provide the name, identity, and precise nature of the interest\* of all persons who are directly or indirectly involved\*\* in this proposed transaction (SDMC § 21.0103).

- \* The precise nature of the interest includes:
- the percentage ownership interest in a party to the transaction,
- the percentage ownership interest in any firm, corporation, or partnership that will receive funds from the transaction,
- the value of any financial interest in the transaction,
- any contingent interest in the transaction and the value of such interest should the contingency be satisfied, and
- any philanthropic, scientific, artistic, or property interest in the transaction.

\*\* Directly or indirectly involved means pursuing the transaction by:

- communicating or negotiating with City officers or employees,
- submitting or preparing applications, bids, proposals or other documents for purposes of contracting with the City, or
- directing or supervising the actions of persons engaged in the above activity.

Name		Title/Position	
City and State of Residence	Employer (if differe	<u>l</u> nt than Bidder/Pro	noser)
-	Zinpioyer (ir airrere		p = 55.7
Interest in the transaction			
Name		Title/Position	
City and State of Residence	Employer (if differe	nt than Bidder/Pro	poser)

Interest in the transaction

### \* Use Additional Pages if Necessary \*

Under penalty of perjury under the laws of the State of California, I certify that I am responsible for the completeness and accuracy of the responses contained herein, and that all information provided is true, full and complete to the best of my knowledge and belief. I agree to provide written notice to the Mayor or Designee within five (5) business days if, at any time, I learn that any portion of this Mandatory Disclosure of Business Interests Form requires an updated response. Failure to timely provide the Mayor or Designee with written notice is grounds for Contract termination.

Print Name, Title	Signature	Date

Failure to sign and submit this form with the bid/proposal shall make the bid/proposal non-responsive. In the case of an informal solicitation, the contract will not be awarded unless a signed and completed Mandatory Disclosure of Business Interests Form is submitted.

### **DEBARMENT AND SUSPENSION CERTIFICATION**

### **EFFECT OF DEBARMENT OR SUSPENSION**

To promote integrity in the City's contracting processes and to protect the public interest, the City shall only enter into contracts with responsible bidders and contractors. In accordance with San Diego Municipal Code §22.0814 (a): *Bidders* and *contractors* who have been *debarred* or *suspended* are excluded from submitting bids, submitting responses to requests for proposal or qualifications, receiving *contract* awards, executing *contracts*, participating as a *subcontractor*, employee, agent or representative of another *person* contracting with the City.

As part of its bid or proposal (Non-Price Proposal in the case of Design-Build contracts), the Bidder shall provide to the City a list of Names of the Principal Individual owner(s)

The names of all persons interested in the foregoing proposal as Principals are as follows:

NAME	TITLE
•	a corporation, state secretary, treasurer, and manager thereof, ividual co-partners composing firm; if Bidder or other interested

The Bidder, under penalty of perjury, certifies that, except as noted below, he/she or any person associated therewith in the capacity of owner, partner, director, officer, manager:

- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal, State or local agency;
- has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal, State or local agency within the past 3 years;
- does not have a proposed debarment pending; and
- has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Contractor Name:

Certified By

Name

Signature

NOTE: Providing false information may result in criminal prosecution or administrative sanctions.

### Names of the Principal individual owner(s)

### FOR SUBCONTRACTORS/SUPPLIERS/MANUFACTURERS

As part of its bid or proposal (Non-Price Proposal in the case of Design-Build contracts), the Bidder shall provide to the City a list of Names of the Principal Individual owner(s) for their subcontractor/supplier/manufacturers.

Please indicate if principal owner is serving in the capacity of **subcontractor**, **supplier**, and/or **manufacturer**:

П	SUBCONTRACTOR		SUPPLIER	MANUFACTURER
	NAME			TITLE
			61.1551.155	
	SUBCONTRACTOR		SUPPLIER	MANUFACTURER
	NAME			TITLE
<u></u>				
	SUBCONTRACTOR		SUPPLIER	MANUFACTURER
	NAME			TITLE
	CURCONTRACTOR		CLIDDLIED	MANUIFACTURER
	SUBCONTRACTOR  NAME		SUPPLIER	MANUFACTURER TITLE
	IVAIVIE			IIILL
1			•	
Contra	actor Name:			
~c				
Certified ByName			Title	
		ivairie		
	<u></u> .			Date
		Signature	<u> </u>	

\*USE ADDITIONAL FORMS AS NECESSARY\*

### SUBCONTRACTORS ADDITIVE/DEDUCTIVE ALTERNATE (USE ONLY WHEN ADDITIVE ALTERNATES ARE REQUIRED)

### \*\*\* PROVIDED FOR ILLUSTRATIVE PURPOSES ONLY \*\*\* TO BE SUBMITTED IN ELECTRONIC FORMAT ONLY \*\*\* SEE INSTRUCTIONS TO BIDDERS, FOR FURTHER INFORMATION

ADDITIVE/ DEDUCTIVE ALTERNATE	NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONSTRUCTOR OR DESIGNER	SUBCONTRACT OR LICENSE NUMBER	TYPE OF WORK	DOLLAR VALUE OF SUBCONTRACT	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB®	WHERE CERTIFIED®	CHECK IF JOINT VENTURE PARTNERSHIP
	Name:							
	Address:							
	City:							
	State:							
	Zip:Phone:							
	Email:							
	Name:							
	Address:							
	City:							
	State:Zip:							
	Phone:							
	Email:							
① As app	 ropriate, Bidder shall identify Subcontractor as one c	of the following and	shall include a valid	nroof of so	rtification (overat for	r OPE CLDE and FL	DE/·	
	fied Minority Business Enterprise	MBE		-	rtification (except to less Enterprise	or Obc, albe allu et	wbe	
	fied Disadvantaged Business Enterprise	DBE			ran Business Enterp	orise	DVBE	

Certified Minority Business Enterprise	MBE	Certified woman Business Enterprise	WBE
Certified Disadvantaged Business Enterprise	DBE	Certified Disabled Veteran Business Enterprise	DVBE
Other Business Enterprise	OBE	Certified Emerging Local Business Enterprise	ELBE
Certified Small Local Business Enterprise	SLBE	Small Disadvantaged Business	SDB
Woman-Owned Small Business	WoSB	HUBZone Business	HUBZone
Service-Disabled Veteran Owned Small Business	SDVOSB		
As appropriate, Bidder shall indicate if Subcontractor is certifie	ed by:		
City of San Diego	CITY	State of California Department of Transportation	CALTRANS
California Public Utilities Commission	CPUC	State of California's Department of General Services	CADoGS
City of Los Angeles	LA	State of California	CA

The Bidder will not receive any subcontracting participation percentages if the Bidder fails to submit the required proof of certification.

SBA

December 6, 2019 ADDENDUM A Page 22 of 20

U.S. Small Business Administration

2

Printed 12/18/2019

### **Bid Results**

### **Bidder Details**

Vendor Name TC Construction Company, Inc.

Address 10540 Prospect Avenue Santee, CA 92071

United States

Respondee Austin Cameron
Respondee Title President

Phone 619-448-4560 Ext.

Email acameron@tcincsd.com

Vendor Type CAU,MALE,PQUAL,CADIR,Local

**License #** 402459 **CADIR** 1000003132

### **Bid Detail**

Bid Format Electronic

Submitted December 17, 2019 1:39:33 PM (Pacific)

**Delivery Method** 

**Bid Responsive** 

Bid Status Submitted
Confirmation # 195911
Ranking 0

### **Respondee Comment**

### **Buyer Comment**

### **Attachments**

File Title	File Name	File Type
Certification of Pending Actions	Certification of Pending Actions.pdf	Contractor's Certification of Pending Actions
Mandatory Disclosure Form	Mandatory Disclosure Form.pdf	Mandatory Disclosure of Business Interests Form
Debarment and Suspension Form	Debarment and Suspension Form.pdf	Debarment and Suspension Certification
Subcontractor Add Ded	Subcontractor Add Ded.pdf	List of Subcontractors for Alternate Items
Bid Bond Add 1	Bid Bond Add 1.pdf	Bid Bond

### Line Items

Type	Item Code	UOM	Qty	Unit Price	Line Total Comment
	Main Bid (STREET RESURFACING	MISSION BAY)			
1	Bonds (Payment and Performance)				
	524126	LS	1	\$17,300.00	\$17,300.00
2	Caltrans Encroachment Permit Subn	nittal (EOC Type I)			
	237310	AL	1	\$2,000.00	\$2,000.00
3	Mobilization				
	237310	LS	1	\$160,000.00	\$160,000.00

Printed 12/18/2019

Type 4	Item Code Field Orders (EOC Type II)	UOM	Qty	Unit Price	Line Total	Comment
·	1.0.0 0.00.0 (200 1.)	AL	1	\$250,000.00	\$250,000.00	
5	Excavate and Export (Unclassified)					
	237310	CY	989	\$215.00	\$212,635.00	
6	Class 2 Aggregate Base					
	237310	TON	659	\$25.00	\$16,475.00	
7	Crack Seal					
	237310	LB	6554	\$4.80	\$31,459.20	
8	Rubber Polymer Modified Slurry (RPMS)	Гуре І				
	237310	SF	241090	\$0.27	\$65,094.30	
9	Rubber Polymer Modified Slurry (RPMS)	Гуре II				
	237310	SF	327720	\$0.37	\$121,256.40	
10	Rubber Polymer Modified Slurry (RPMS)	Гуре III				
	237310	SF	86630	\$0.65	\$56,309.50	
11	Cold Mill AC Pavement (2 inch )					
	237310	SF	756699	\$0.35	\$264,844.65	
12	Cold Mill AC Pavement (3 inch)					
	237310	SF	815495	\$0.50	\$407,747.50	
13	Asphalt Concrete Overlay (2 inch)					
	237310	TON	9080	\$91.40	\$829,912.00	
14	Asphalt Concrete Overlay (3 inch)					
	237310	TON	14679	\$91.65	\$1,345,330.35	
15	Asphalt Concrete (4 inch)					
	237310	TON	330	\$76.00	\$25,080.00	
16	Cross Gutter					
	237310	SF	740	\$16.50	\$12,210.00	
17	Curb Ramp Type A with Stainless Steel D	etectable Warning	g Tiles			
	237310	EA	6	\$5,800.00	\$34,800.00	
18	Curb Ramp Type B with Stainless Steel D	etectable Warning	g Tiles			
	237310	EA	3	\$5,100.00	\$15,300.00	
19	Straight Passage Way with Stainless Stee	l Detectable Warı	ning Tiles Per SDG-1	39		
	237310	EA	2	\$5,000.00	\$10,000.00	

Printed 12/18/2019

edestrian Barricade (Type A) 237310 Pedesrian Push Button	EA	2	<b>#070.0</b> 0		
Pedesrian Push Button		-	\$670.00	\$1,340.00	
237310	EA	2	\$2,100.00	\$4,200.00	
Remove and Reinstall Traffic Signs					
237310	EA	3	\$350.00	\$1,050.00	
Pelineator Removal and Replacement					
237310	LS	1	\$5,300.00	\$5,300.00	
raffic Median Removal and Repair					
237310	LS	1	\$7,800.00	\$7,800.00	
dditional Curb and Gutter Removal and Repla	acement				
237310	LF	13	\$54.00	\$702.00	
Removal of Traffic Striping and Curb Markings					
237310	LF	35000	\$0.55	\$19,250.00	
Removal of Pavement Markings					
237310	SF	4500	\$1.00	\$4,500.00	
aint Striping					
237310	LS	1	\$48,500.00	\$48,500.00	
hermoplastic Traffic Striping					
237310	LF	1100	\$2.65	\$2,915.00	
hermoplastic Pavement Markings					
237310	SF	3620	\$3.10	\$11,222.00	
Continental Crosswalks					
237310	SF	4900	\$2.65	\$12,985.00	
ree Root Pruning and Barrier					
238910	EA	2	\$4,300.00	\$8,600.00	
neumatic Soil Excavation and Tree Root Relo	ocation				
238910	EA	2	\$26,800.00	\$53,600.00	
djust Existing Gate Valve Frame and Cover to	o Grade				
237310	EA	63	\$30.00	\$1,890.00	
djust Existing Manhole Frame and Cover to C	Grade				
237310	EA	20	\$185.00	\$3,700.00	
	elineator Removal and Replacement 237310 raffic Median Removal and Repair 237310 dditional Curb and Gutter Removal and Replat 237310 emoval of Traffic Striping and Curb Markings 237310 emoval of Pavement Markings 237310 eint Striping 237310 nermoplastic Traffic Striping 237310 nermoplastic Pavement Markings 237310 ree Root Pruning and Barrier 238910 neumatic Soil Excavation and Tree Root Relocations 237310 dijust Existing Gate Valve Frame and Cover to Collisions dijust Existing Manhole Frame and Cover to Collisions	elineator Removal and Replacement 237310 LS raffic Median Removal and Repair 237310 LS dditional Curb and Gutter Removal and Replacement 237310 LF emoval of Traffic Striping and Curb Markings 237310 LF emoval of Pavement Markings 237310 SF aint Striping 237310 LF emoval of Pavement Markings 237310 SF aint Striping 237310 SF enermoplastic Traffic Striping 237310 SF enermoplastic Pavement Markings 237310 SF	237310	237310 EA 3 \$350.00 elineator Removal and Replacement 237310 LS 1 \$5,300.00 raffic Median Removal and Repair 237310 LS 1 \$7,800.00 dditional Curb and Gutter Removal and Replacement 237310 LF 13 \$54.00 emoval of Traffic Striping and Curb Markings 237310 LF 35000 \$0.55 emoval of Pavement Markings 237310 SF 4500 \$1.00 eant Striping 237310 LS 1 \$48,500.00 emoval correspond to the traffic Striping 237310 LF 1100 \$2.65 emoval correspond to the traffic Striping 237310 LF 1100 \$2.65 emoval correspond to the traffic Striping 237310 SF 3620 \$3.10 emoval correspond to the traffic Striping 237310 SF 36	### 237310

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<b>Type</b> 36	Item Code Traffic Signal Loop and Appurtenance Repla	UOM cement (Type E)	Qty	Unit Price	Line Total	Comment
	237310	EA	57	\$510.00	\$29,070.00	
37	Traffic Signal Loop and Appurtenance Repla	cement (Type E l	Modified )			
	237310	EA	5	\$510.00	\$2,550.00	
38	Traffic Control					
	237310	LS	1	\$195,000.00	\$195,000.00	
39	WPCP Development					
	541330	LS	1	\$600.00	\$600.00	
40	WPCP Implementation					
	237990	LS	1	\$19,000.00	\$19,000.00	
				Subtotal	\$4,311,527.90	
41	Main Bid (PACIFIC BEACH PIPELINE)  Bonds (Payment and Performance)					
	524126	LS	1	\$7,260.00	\$7,260.00	
42	Mobilization					
	237310	LS	1	\$18,500.00	\$18,500.00	
43	Field Orders (EOC Type II)					
		AL	1	\$200,000.00	\$200,000.00	
44	Cold Mill AC Pavement (3 inch)					
	237310	SF	619220	\$0.50	\$309,610.00	
45	Asphalt Concrete Overlay (3 inch)					
	237310	TON	11146	\$96.20	\$1,072,245.20	
46	Crack Seal					
	237310	LB	86	\$5.00	\$430.00	
47	Rubber Polymer Modified Slurry (RPMS) Typ	oe I				
	237310	SF	4280	\$0.40	\$1,712.00	
48	Rubber Polymer Modified Slurry (RPMS) Typ	oe II				
	237310	SF	4280	\$0.40	\$1,712.00	
49	Removal of Traffic Striping and Curb Marking	-				
	237310	LF	100	\$1.00	\$100.00	
50	Removal of Pavement Markings					
	237310	SF	42	\$2.00	\$84.00	

<b>Type</b> 51	Item Code Paint Striping	UOM	Qty	Unit Price	Line Total	Comment
0,	237310	LS	1	\$15,000.00	\$15,000.00	
52	Thermoplastic Traffic Striping					
	237310	LF	150	\$2.65	\$397.50	
53	Thermoplastic Pavement Markings					
	237310	SF	1200	\$3.10	\$3,720.00	
54	Continental Crosswalks					
	237310	SF	4500	\$2.65	\$11,925.00	
55	Adjust Existing Gate Valve Frame and Co	ver to Grade				
	237310	EA	120	\$30.00	\$3,600.00	
56	Adjust Existing Manhole Frame and Cover	to Grade				
	237310	EA	14	\$185.00	\$2,590.00	
57	Adjust Existing Survey Monument to Grad	e				
	237310	EA	2	\$30.00	\$60.00	
58	Traffic Signal Loop and Appurtenance Rep	olacement (Type E)				
	237310	EA	59	\$510.00	\$30,090.00	
59	Traffic Signal Loop and Appurtenance Rep	olacement (Type E	Modified )			
	237310	EA	18	\$510.00	\$9,180.00	
60	Traffic Control					
	237310	LS	1	\$63,000.00	\$63,000.00	
61	WPCP Development					
	541330	LS	1	\$100.00	\$100.00	
62	WPCP Implementation					
	237310	LS	1	\$9,500.00	\$9,500.00	
	A LUC TO A KNOW A COLD OF A WORLD		D.	Subtotal	\$1,760,815.70	
63	Additive Alternate A (OLD SEAWORLD Bonds (Payment and Performance)	DKIVE BINE PAT	רי)			
	524126	LS	1	\$1,800.00	\$1,800.00	
64	Encroachment Permit Submittal (Army Co	rps of Engineers) (E	EOC Type I) (Contr	actor to secure)		
	237310	AL	1	\$2,000.00	\$2,000.00	
65	Mobilization					
	237310	LS	1	\$2,100.00	\$2,100.00	

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### **Bid Results**

United States

Type 66	Item Code Field Orders (EOC Typ	UOM	Qty	Unit Price	Line Total C	omment
	Tiold Ordord (200 Typ	AL	1	\$40,000.00	\$40,000.00	
67	Excavate and Fill (Unc	classified) Behind Dike				
	237310	CY	150	\$80.00	\$12,000.00	
68	Asphalt concrete (3 inc	h)				
	237310	TON	1925	\$82.00	\$157,850.00	
69	Asphalt Concrete Dike	Per G-05-Type A				
	237310	LF	750	\$10.50	\$7,875.00	
70	Curb Inlet (Type A) L=4	1'				
	237110	EA	2	\$6,000.00	\$12,000.00	
71	Rip Rap Energy Dissip	ator Per SDD-104				
	237110	EA	2	\$3,000.00	\$6,000.00	
72	Storm Drain with Water	r Tight Joints ( 18 Inch, RCP) @	1% minimum			
	237110	LF	80	\$230.00	\$18,400.00	
73	Cold-in-Place Recycled	Asphalt Concrete with Existing	Material (4 inch)			
	237310	SF	80115	\$1.80	\$144,207.00	
74	Paint Striping					
	237310	LS	1	\$4,800.00	\$4,800.00	
75	Traffic Control and Wor	rking Drawings				
	237310	LS	1	\$7,200.00	\$7,200.00	
				Subtotal Total	\$416,232.00 \$6,488,575.60	
	ontractors					
McGra PO BO	n, CA 92021	Description WPCP Consultant ELBE	License Num N/A	<b>CADIR</b> 1000037165		<b>nt Type</b> 00 ELBE,CADIR
10001	<b>z And Shaw, Inc</b> Maine Ave de, CA 92040 States	Concrete Flatwork Constructor ELBE	986171	1000052129	\$74,686.0	DO LAT,MALE,DBE,ME E,CADIR,SDB
Systen 10240	ent Recycling ns, Inc. San Sevaine Way Valley, CA 91752 States	Cold Mill & Cold In Place Recycling Constructor	569352	1000003363	\$951,958.3	B5 PQUAL
Service 9201 Is Suite A	saac St , CA 92071	Traffic Loops Constructor SLBE	451115	1000004265	\$72,125.0	00 PQUAL,DVBE
PO Box 14436	can Asphalt South, Inc. x 310036 Santa Ana Ave a, CA 92331 States	Slurry Seal & Crack Sealing Constructor	784969 PlanetBids, Inc	1000000645	\$257,274. <i>4</i>	47 CAU,MALE,CADIR, PQUAL

City of San Diego Page 7

Street Resurfacing Mission Bay & Pacific Beach Pipeline South (K-20-1900-DBB-3), bidding on December 17, 2019 2:00 PM

Printed 12/18/2019

Name & Address	Description	License Num	CADIR	Amount	Туре
Statewide Stripes, Inc. PO BOX 600710 San Diego, CA 92160 United States	Striping & Markings Constructor	788286	1000001334	\$130,514.00	
Western Gardens Landscaping, Inc. 4616 Pannonia Rd. Carlsbad, CA 92008 United States	Tree Root Pruning & Pneumatic Soil Ex Constructor SLBE	662550	1000004289	\$58,000.00	CADIR,ELBE

			Line Tot	als (Unit Price *	* Quantity)			
Item Num	Section	Item Code	Description	Reference	Unit of Measure	Quantity	TC Construction Company, Inc Unit Price	TC Construction Company, Inc Line Total
1	Main Bid (STREET RESURFACING MISSION BAY)	524126	Bonds (Payment and Performance)	1-7.2.1	LS	1	\$17,300.00	\$17,300.00
2	Main Bid (STREET RESURFACING MISSION BAY)	237310	Caltrans Encroachment Permit Submittal (EOC Type I)	2-2.3	AL	1	\$2,000.00	\$2,000.00
3	Main Bid (STREET RESURFACING MISSION BAY)	237310	Mobilization	7-3.4.1	LS	1	\$160,000.00	\$160,000.00
4	Main Bid (STREET RESURFACING MISSION BAY)		Field Orders (EOC Type II)	7-3.9	AL	1	\$250,000.00	\$250,000.00

5	Main Bid (STREET RESURFACING MISSION BAY)	237310	Excavate and Export (Unclassified)	300-2.9	CY	989	\$215.00	\$212,635.00
6	Main Bid (STREET RESURFACING MISSION BAY)	237310	Class 2 Aggregate Base	301-2.4	TON	659	\$25.00	\$16,475.00
7	Main Bid (STREET RESURFACING MISSION BAY)	237310	Crack Seal	302-15.5	LB	6554	\$4.80	\$31,459.20
8	Main Bid (STREET RESURFACING MISSION BAY)	237310	Rubber Polymer Modified Slurry (RPMS) Type I	302-4.12.4	SF	241090	\$0.27	\$65,094.30
9	Main Bid (STREET RESURFACING MISSION BAY)	237310	Rubber Polymer Modified Slurry (RPMS) Type II	302-4.12.4	SF	327720	\$0.37	\$121,256.40

10	Main Bid (STREET RESURFACING MISSION BAY)	237310	Rubber Polymer Modified Slurry (RPMS) Type III	302-4.12.4	SF	86630	\$0.65	\$56,309.50
11	Main Bid (STREET RESURFACING MISSION BAY)	237310	Cold Mill AC Pavement (2 inch )	404-12	SF	756699	\$0.35	\$264,844.65
12	Main Bid (STREET RESURFACING MISSION BAY)	237310	Cold Mill AC Pavement (3 inch)	404-12	SF	815495	\$0.50	\$407,747.50
13	Main Bid (STREET RESURFACING MISSION BAY)	237310	Asphalt Concrete Overlay (2 inch)	302-5.9	TON	9080	\$91.40	\$829,912.00
14	Main Bid (STREET RESURFACING MISSION BAY)	237310	Asphalt Concrete Overlay (3 inch)	302-5.9	TON	14679	\$91.65	\$1,345,330.35

15	Main Bid (STREET RESURFACING MISSION BAY)	237310	Asphalt Concrete (4 inch)	302-5.9	TON	330	\$76.00	\$25,080.00
16	Main Bid (STREET RESURFACING MISSION BAY)	237310	Cross Gutter	303-5.9	SF	740	\$16.50	\$12,210.00
17	Main Bid (STREET RESURFACING MISSION BAY)	237310	Curb Ramp Type A with Stainless Steel Detectable Warning Tiles	303-5.10.2	EA	6	\$5,800.00	\$34,800.00
18	Main Bid (STREET RESURFACING MISSION BAY)	237310	Curb Ramp Type B with Stainless Steel Detectable Warning Tiles	303-5.10.2	EA	3	\$5,100.00	\$15,300.00
19	Main Bid (STREET RESURFACING MISSION BAY)	237310	Straight Passage Way with Stainless Steel Detectable Warning Tiles Per SDG-139	303-5.10.2	EA	2	\$5,000.00	\$10,000.00

20	Main Bid (STREET RESURFACING MISSION BAY)	237310	Pedestrian Barricade (Type A)	701-2	EA	2	\$670.00	\$1,340.00
21	Main Bid (STREET RESURFACING MISSION BAY)	237310	Pedesrian Push Button	701-2	EA	2	\$2,100.00	\$4,200.00
22	Main Bid (STREET RESURFACING MISSION BAY)	237310	Remove and Reinstall Traffic Signs	701-2	EA	3	\$350.00	\$1,050.00
23	Main Bid (STREET RESURFACING MISSION BAY)	237310	Delineator Removal and Replacement	601-7	LS	1	\$5,300.00	\$5,300.00
24	Main Bid (STREET RESURFACING MISSION BAY)	237310	Traffic Median Removal and Repair	303-6.1.2	LS	1	\$7,800.00	\$7,800.00

25	Main Bid (STREET RESURFACING MISSION BAY)	237310	Additional Curb and Gutter Removal and Replacement	303-5.9	LF	13	\$54.00	\$702.00
26	Main Bid (STREET RESURFACING MISSION BAY)	237310	Removal of Traffic Striping and Curb Markings	314-2.3	LF	35000	\$0.55	\$19,250.00
27	Main Bid (STREET RESURFACING MISSION BAY)	237310	Removal of Pavement Markings	314-2.3	SF	4500	\$1.00	\$4,500.00
28	Main Bid (STREET RESURFACING MISSION BAY)	237310	Paint Striping	314-4.3.7	LS	1	\$48,500.00	\$48,500.00
29	Main Bid (STREET RESURFACING MISSION BAY)	237310	Thermoplastic Traffic Striping	314-4.4.6	LF	1100	\$2.65	\$2,915.00

30	Main Bid (STREET RESURFACING MISSION BAY)	237310	Thermoplastic Pavement Markings	314-4.4.6	SF	3620	\$3.10	\$11,222.00
31	Main Bid (STREET RESURFACING MISSION BAY)	237310	Continental Crosswalks	314-4.4.6	SF	4900	\$2.65	\$12,985.00
32	Main Bid (STREET RESURFACING MISSION BAY)	238910	Tree Root Pruning and Barrier	801-9	EA	2	\$4,300.00	\$8,600.00
33	Main Bid (STREET RESURFACING MISSION BAY)	238910	Pneumatic Soil Excavation and Tree Root Relocation	801-9	EA	2	\$26,800.00	\$53,600.00
34	Main Bid (STREET RESURFACING MISSION BAY)	237310	Adjust Existing Gate Valve Frame and Cover to Grade	403-5	EA	63	\$30.00	\$1,890.00

35	Main Bid (STREET RESURFACING MISSION BAY)	237310	Adjust Existing Manhole Frame and Cover to Grade	403-5	EA	20	\$185.00	\$3,700.00
36	Main Bid (STREET RESURFACING MISSION BAY)	237310	Traffic Signal Loop and Appurtenance Replacement (Type E)	404-12	EA	57	\$510.00	\$29,070.00
37	Main Bid (STREET RESURFACING MISSION BAY)	237310	Traffic Signal Loop and Appurtenance Replacement (Type E Modified )	404-12	EA	5	\$510.00	\$2,550.00
38	Main Bid (STREET RESURFACING MISSION BAY)	237310	Traffic Control	601-7	LS	1	\$195,000.00	\$195,000.00
39	Main Bid (STREET RESURFACING MISSION BAY)	541330	WPCP Development	1001-4.2	LS	1	\$600.00	\$600.00

40	Main Bid (STREET RESURFACING MISSION BAY)	237990	WPCP Implementation	1001-4.2	LS	1	\$19,000.00	\$19,000.00
								\$4,311,527.90
41	Main Bid (PACIFIC BEACH PIPELINE)	524126	Bonds (Payment and Performance)	1-7.2.1	LS	1	\$7,260.00	\$7,260.00
42	Main Bid (PACIFIC BEACH PIPELINE)	237310	Mobilization	7-3.4.1	LS	1	\$18,500.00	\$18,500.00
43	Main Bid (PACIFIC BEACH PIPELINE)		Field Orders (EOC Type II)	7-3.9	AL	1	\$200,000.00	\$200,000.00
44	Main Bid (PACIFIC BEACH PIPELINE)	237310	Cold Mill AC Pavement (3 inch)	404-12	SF	619220	\$0.50	\$309,610.00
45	Main Bid (PACIFIC BEACH PIPELINE)	237310	Asphalt Concrete Overlay (3 inch)	302-5.9	TON	11146	\$96.20	\$1,072,245.20

46	Main Bid (PACIFIC BEACH PIPELINE)	237310	Crack Seal	302-15.5	LB	86	\$5.00	\$430.00
47	Main Bid (PACIFIC BEACH PIPELINE)	237310	Rubber Polymer Modified Slurry (RPMS) Type I	302-4.12.4	SF	4280	\$0.40	\$1,712.00
48	Main Bid (PACIFIC BEACH PIPELINE)	237310	Rubber Polymer Modified Slurry (RPMS) Type II	302-4.12.4	SF	4280	\$0.40	\$1,712.00
49	Main Bid (PACIFIC BEACH PIPELINE)	237310	Removal of Traffic Striping and Curb Markings	314-2.3	LF	100	\$1.00	\$100.00
50	Main Bid (PACIFIC BEACH PIPELINE)	237310	Removal of Pavement Markings	314-2.3	SF	42	\$2.00	\$84.00
51	Main Bid (PACIFIC BEACH PIPELINE)	237310	Paint Striping	314-4.3.7	LS	1	\$15,000.00	\$15,000.00

52	Main Bid (PACIFIC BEACH PIPELINE)	237310	Thermoplastic Traffic Striping	314-4.4.6	LF	150	\$2.65	\$397.50
53	Main Bid (PACIFIC BEACH PIPELINE)	237310	Thermoplastic Pavement Markings	314-4.4.6	SF	1200	\$3.10	\$3,720.00
54	Main Bid (PACIFIC BEACH PIPELINE)	237310	Continental Crosswalks	314-4.4.6	SF	4500	\$2.65	\$11,925.00
55	Main Bid (PACIFIC BEACH PIPELINE)	237310	Adjust Existing Gate Valve Frame and Cover to Grade	403-5	EA	120	\$30.00	\$3,600.00
56	Main Bid (PACIFIC BEACH PIPELINE)	237310	Adjust Existing Manhole Frame and Cover to Grade	403-5	EA	14	\$185.00	\$2,590.00
57	Main Bid (PACIFIC BEACH PIPELINE)	237310	Adjust Existing Survey Monument to Grade	403-5	EA	2	\$30.00	\$60.00

58	Main Bid (PACIFIC BEACH PIPELINE)	237310	Traffic Signal Loop and Appurtenance Replacement (Type E)	404-12	EA	59	\$510.00	\$30,090.00
59	Main Bid (PACIFIC BEACH PIPELINE)	237310	Traffic Signal Loop and Appurtenance Replacement (Type E Modified )	404-12	EA	18	\$510.00	\$9,180.00
60	Main Bid (PACIFIC BEACH PIPELINE)	237310	Traffic Control	601-7	LS	1	\$63,000.00	\$63,000.00
61	Main Bid (PACIFIC BEACH PIPELINE)	541330	WPCP Development	1001-4.2	LS	1	\$100.00	\$100.00
62	Main Bid (PACIFIC BEACH PIPELINE)	237310	WPCP Implementation	1001-4.2	LS	1	\$9,500.00	\$9,500.00
								\$1,760,815.70
63	Additive Alternate A (OLD SEAWORLD DRIVE BIKE PATH)	524126	Bonds (Payment and Performance)	1-7.2.1	LS	1	\$1,800.00	\$1,800.00

64	Additive Alternate A (OLD SEAWORLD DRIVE BIKE PATH)	237310	Encroachment Permit Submittal (Army Corps of Engineers) (EOC Type I) (Contractor to secure)	2-2.3	AL	1	\$2,000.00	\$2,000.00
65	Additive Alternate A (OLD SEAWORLD DRIVE BIKE PATH)	237310	Mobilization	7-3.4.1	LS	1	\$2,100.00	\$2,100.00
66	Additive Alternate A (OLD SEAWORLD DRIVE BIKE PATH)		Field Orders (EOC Type II)	7-3.9	AL	1	\$40,000.00	\$40,000.00
67	Additive Alternate A (OLD SEAWORLD DRIVE BIKE PATH)	237310	Excavate and Fill (Unclassified) Behind Dike	300-4.9	CY	150	\$80.00	\$12,000.00

68	Additive Alternate A (OLD SEAWORLD DRIVE BIKE PATH)	237310	Asphalt concrete (3 inch)	302-5.9	TON	1925	\$82.00	\$157,850.00
69	Additive Alternate A (OLD SEAWORLD DRIVE BIKE PATH)	237310	Asphalt Concrete Dike Per G-05-Type A	302-5.9	LF	750	\$10.50	\$7,875.00
70	Additive Alternate A (OLD SEAWORLD DRIVE BIKE PATH)	237110	Curb Inlet (Type A) L=4'	303-1.11	EA	2	\$6,000.00	\$12,000.00
71	Additive Alternate A (OLD SEAWORLD DRIVE BIKE PATH)	237110	Rip Rap Energy Dissipator Per SDD- 104	303-1.11	EA	2	\$3,000.00	\$6,000.00

72	Additive Alternate A (OLD SEAWORLD DRIVE BIKE PATH)	237110	Storm Drain with Water Tight Joints ( 18 Inch, RCP) @ 1% minimum	306-15.1	LF	80	\$230.00	\$18,400.00
73	Additive Alternate A (OLD SEAWORLD DRIVE BIKE PATH)	237310	Cold-in-Place Recycled Asphalt Concrete with Existing Material (4 inch)	404-12	SF	80115	\$1.80	\$144,207.00
74	Additive Alternate A (OLD SEAWORLD DRIVE BIKE PATH)	237310	Paint Striping	314-4.3.7	LS	1	\$4,800.00	\$4,800.00
75	Additive Alternate A (OLD SEAWORLD DRIVE BIKE PATH)	237310	Traffic Control and Working Drawings	601-7	LS	1	\$7,200.00	\$7,200.00
							Subtotal	\$416,232.00
							Total	\$6,488,575.60

## SUBCONTRACTOR LISTING

## (OTHER THAN FIRST TIER)

he Pursuant to California Senate Bill 96 and in accordance with the requirements of Labor Code sections 1771.1 and 1725.5, by submitting a bid or proposal to the City, Contractor is certifying that he or she has verified that all subcontractors used on this public work project are registered with the California Department of Industrial Relations (DIR). The Bidder is to list below the name, address, license number, DIR registration number of any (Known tiered subcontractor) - who will perform work, labor, render services or specially fabricate and install a portion [type] of th work or improvement pursuant to the contract. If none are known at this time, mark the table below with non-animal and answer.

NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONSTRUCTOR OR DESIGNER	DIR REGISTRATION NUMBER	SUBCONTRACTOR LICENSE NUMBER	TYPE OF WORK
Name:				
City: State:				
Name:		2		
State:Zip:Phone:		2	·	
Name:				į
Phone:				
Name:				
Zip:				

# \*\* USE ADDITIONAL FORMS AS NECESSARY \*\*