City of San Diego

CONTRACTOR'S I	NAME: PAL Genera	l Engineering, Inc.
ADDRESS : 10675	Treena St Ste 103, San Diego, C	A 92131
TELEPHONE NO.:	: <u>(858) 860-5300</u> F	FAX NO.:
CITY CONTACT:	Juan E. Espindola Senior Cont	ract Specialist, Email: EEspindola@sandiego.gov
	Phone No. (619) 533-4491	
	S. Krause / A. Jaro / W. Falkenstein	

BIDDING DOCUMENTS







FOR

CONCRETE PANEL REPLACEMENT - COAST BLVD

BID NO.:	K-21-1943-DBB-3	
SAP NO. (WBS/IO/CC):	B-20046, B-20076	
CLIENT DEPARTMENT:	2116	
COUNCIL DISTRICT:	1	
PROJECT TYPE:	ID, CA	

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 **AUGUST 19, 2020**

CITY OF SAN DIEGO'S ELECTRONIC BIDDING SITE, PLANETBIDS

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

ENGINEER OF WORK

the direction of the following Registe		a nerein nav	PROFESS/ONLY
1) Registered Engineer	7/9/2020 Date	Seal:	NO. 60755 ★ Exp. 12-31-20 ★ CIVIL OF CALIFORNIA
Jaffe)	7/9/20	Seal:	RED PROFESSIONAL CHORES OF C 72142

Date

2) For City Engineer

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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

ITEM	DOCUMENT TO BE SUBMITTED	WHEN DUE	FROM
1.	Bid Bond (PDF via PlanetBids)	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 for Prime Contractors	At Time of Bid	ALL BIDDERS
5.	Debarment and Suspension Certification for Subcontractors, Suppliers & Mfgrs	At Time of Bid	ALL BIDDERS
6.	Bid Bond (Original)	By 5PM Next Business Day After 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.	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
10.	Payment & Performance Bond; Certificates of Insurance & Endorsements; and Signed Contract Agreement Page	Within 10 working days of receipt by bidder of contract forms and NOI	APPARENT LOW BIDDER
11.	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 Concrete Panel Replacement - Coast Blvd. 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: http://www.sandiego.gov.
- **3. ESTIMATED CONSTRUCTION COST:** The City's estimated construction cost for this project is \$1,100,000.
- 4. BID DUE DATE AND TIME ARE: AUGUST 19, 2020 at 2:00 PM.
- **5. LICENSE REQUIREMENT**: To be eligible for award of this contract, Prime contractor must possess the following licensing classification: **A**
- **6. SUBCONTRACTING PARTICIPATION PERCENTAGES**: Subcontracting participation percentages apply to this contract.
 - **6.1.** 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
 25.1%

- **6.2.** The Bid may be declared non-responsive if the Bidder fails to meet the following requirements:
 - **6.2.1.** Include SLBE-ELBE certified subcontractors at the overall mandatory participation percentage identified in this document; OR
 - **6.2.2.** 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.

GFE shall be submitted to: Engineering & Capital Projects Department, Contracts Division 525 B Street, Suite 750 (7th Floor) San Diego, California, 92101

Attention: Juan E. Espindola

7. AWARD PROCESS:

- **7.1.** 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.
- **7.2.** 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.
- **7.3.** 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.
- **7.4.** The low Bid will be determined by the Base Bid.
- **7.5.** Once the low bid has been determined, the City may, at its sole discretion, award the contract for the Base bid alone.

8. SUBMISSION OF QUESTIONS:

8.1. The Director (or Designee) of Engineering & Capital Projects 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:

Engineering & Capital Projects Department, Contracts Division 525 B Street, Suite 750 (7th Floor)
San Diego, California, 92101
Attention: Juan E. Espindola

OR:

JEEspindola@sandiego.gov

- **8.2.** Questions received less than 14 days prior to the date for opening of Bids may not be considered.
- **8.3.** 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.
- **8.4.** 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: http://www.sandiego.gov/cip/bidopps/index.shtml 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 online. 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. Important Note: 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 Engineering & Capital Projects Department 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.
- **6. 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"") http://www.GREENBOOKspecs.org/	2018	PWPI010119-01
City of San Diego Standard Specifications for Public Works Construction ("The "WHITEBOOK")* https://www.sandiego.gov/publicworks/edocref/GREENBOOK	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 http://www.dot.ca.gov/des/oe/construction-contract-standards.html	2018	PWPI030119-05
CALTRANS Standard Plans http://www.dot.ca.gov/des/oe/construction-contract-standards.html	2018	PWPI030119-06
California Manual on Uniform Traffic Control Devices Revision 5 (CA MUTCD Rev 5)	2014	PWPI042220-09
http://www.dot.ca.gov/trafficops/camutcd/ NOTE: *Available online under Engineering Documents and Referen http://www.sandiego.gov/publicworks/edocref/index.shtml	ces at:	

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 **form of an addendum**. No

*Electronic updates to the Standard Drawings may also be found in the link above

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:

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.
- **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: http://www.sandiego.gov/cip/. Plans and Specifications for this contract are also available for review in the office of the Engineering & Capital Projects Department, Contracts Division.
- 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 sub-proposal 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:

- 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 quarantee that the Bidder, if awarded the contract, will in good faith enter into the contract and furnish the required final performance and payment bonds.
- The Bidder agrees that in the event of the Bidder's failure to execute this contract and 19.3. 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.
- At the time of bid submission, bidders must upload and submit an electronic PDF copy of 19.1. 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. By 5PM the next business day after the bid opening date, the first five apparent low bidders must provide the City with the original bid security.
- 19.2. Failure to submit the electronic version of the bid security at the time of bid submission AND failure to provide the original by 5PM the next business day after bid opening date shall cause the bid to be rejected and deemed **non-responsive**.

Original Bid Bond shall be submitted to:

Engineering & Capital Projects Department, Contracts Division 525 B Street, Suite 750 (7th Floor) San Diego, California, 92101 To the Attention of the Contract Specialist on the Front Page of this solicitation.

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.

- 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.
- **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.

Bond No.:CMGP00003656 Premium: \$17,385.00

PERFORMANCE BOND, LABOR AND MATERIALMEN'S BOND

FAITHFUL PERFORMANCE BOND AND LABOR AND MATERIALMEN'S BOND:

PAL General Engineering, Inc.	_ ;	a	corporation,	as	principal,	and
Argonaut Insurance Company	_	a	corporation	aut	horized t	o do
business in the State of California, as Surety, hereby obligate t	hem	156	elves, their suc	cess	ors and as	signs,
jointly and severally, to The City of San Diego a municipal co	orpo	ora	ition in the su	m o	f <u>Nine Hu</u>	ndred
Ninety Three Thousand Four Hundred Fifty Two Dollars and 2	Zero	C	ents (\$993,45)	2.00	for the fa	aithful
performance of the annexed contract, and in the sum of Nin	e Hu	ın	dred Ninety T	hree	Thousand	Four
Hundred Fifty Two Dollars and Zero Cents (\$993,452,00) for t	the b	oe	nefit of labore	rs a	nd materia	almen
designated below.						

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.

The Surety shall pay reasonable attorney's fees should suit be brought to enforce the provisions of this bond.

The Surety expressly agrees that the City of San Diego may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Principal.

The Surety shall not utilize Principal in completing the improvements and work specified in the Agreement, nor shall Surety accept a bid from Principal for completion of the improvements and work specified in the Agreement if the City of San Diego, when declaring the Principal in default, notifies Surety of the City of San Diego 's objection to Principal's further participation in the completion of the improvements and work specified in the Agreement.

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

Dated September 23, 2020	
Approved as to Form	Pal General Engineering, Inc.
	Principal
	Ву
	Printed Name of Person Signing for Principal
Mara W. Elliott, City Attorney	
ву	Argonaut Insurance Company
Deputy City Attorney Cassandra Mougin	Surety
January 15, 2021	By
	Attorney-in-fact Stephanie Hope Shear
Approved:	c/o CMGIA 20335 Ventura Blvd., Ste 426
0.	Local Address of Surety
By Styrkes Camaco	Woodland Hills, CA 91364
Stephen Samara Principal Contract Specialist	Local Address (City, State) of Surety
Engineering & Capital Projects Department	
	(866) 363-2642
	Local Telephone No. of Surety
	Premium \$_17,385.00
	Bond No. CMGP00003656

COVID-19 PERFORMANCE BOND NOTICE RIDER

This Rider is executed concurrently with and shall be attached to and form a part of Bond No.: CMGP00003656

	10 YE 10 10 10 10 10 10 10 10 10 10 10 10 10	Law S	PAL GENERAL					70.00	- 20.1
(hereinafter	called	the	"Principal"),	entered	into	a	written	agreement	with
			City	of Encinit	as				
(hereinafter	called	the	"Primary	Oblige	e")	for	the	construction	of
the Concrete	Street Pane	Replace	ement, Coast Blv	d; Bid No.:	K-21-19	43-DB	B-3, Projec	t No.: B-20046, B-	-20076

WHEREAS, Principal and Argonaut Insurance Company (hereinafter referred to as "Surety") have agreed to execute and deliver this Rider in conjunction Bond No.: **CMGP00003656**

WHEREAS, the BOND has been required and/or requested by the OBLIGEE during a national epidemic or pandemic. In response, the federal, state, and local governments have issued stay-at-home and/or emergency orders in order to protect public health.

WHEREAS, this RIDER is created, effective, and issued contemporaneously with the term of the BOND, and the SURETY and PRINCIPAL rely upon the effectiveness of this RIDER and the incorporation of its interpretation of the terms and obligations of the BOND at the beginning of its term as an inducement to its agreement of the terms and obligations of the BOND.

WHEREAS, quarantine procedures have been issued by the appropriate governmental authorities in the interest of public health to reduce or prevent the epidemic or pandemic.

WHEREAS, as the orders and actions of the government are ever-changing, no party can adequately predict how the Bonded Project may be affected. Accordingly, any delays, costs increases, labor shortages, availability of materials, or any other event hindering the performance of any party's contractual duties caused by or related to the epidemic or pandemic are unforeseen at the time of formation of the contract.

The SURETY's bonded obligations under the BOND are clarified by this RIDER, or to the extent necessary, modified as follows:

In the event of any delays, cost increases, labor shortages, availability of materials,
or any other event hindering the performance of any party's contractual duties
caused by or related to any epidemic or pandemic, the SURETY agrees to cooperate
with the PRINCIPAL and the OBLIGEE to assist with the completion of the contract

and comply with any and all directives from federal, state, and local authorities to maintain to the public health.

- The BOND has been issued during an epidemic or pandemic, but the specific impacts, delays, defaults, or damages relating to the pandemic on the performance of the contract are unknown to the SURETY, OBLIGEE, and PRINCIPAL and are unforeseen at the time of formation of the BOND.
- 3. The SURETY agrees to assist all parties to mitigate any potential damages on the Project. The parties' duty to mitigate has not been abridged. The SURETY will comply with all federal, state, or local governmental guidance regarding the performance of the contract and the protection of public health and that of their employees.
- 4. If performance of the OBLIGEE's and/or the PRINCIPAL's obligations under the contract becomes impracticable as caused by or related to the effects of any epidemic or pandemic and/or related governmental orders, the SURETY's obligations hereunder are likewise deemed impracticable. Impracticability is defined as the existence of a fact or circumstance which makes the performance of the duty to be unfeasibly difficult or expensive. The standard for unfeasibility is whether performance is commercially unreasonable.
- If the contracts, agreements, or other documents require notice from the PRINCIPAL and/or the SURETY regarding epidemic or pandemic related impacts on the Bonded Project, the OBLIGEE is deemed to have sufficient notice upon receipt of this RIDER.

Except as herein modified, the Bond shall be and remains in full force and effect.

SIGNED AND DATED THIS 23rd day of September , 2020 .

By:
Name: Stephanie Hope Shear

Argonaut Insurance Company (SURETY)

Title: Attorney-in-Fact

Premium: \$17,385.00 Argonaut Insurance Company CMGP00003656 Bond No.:

Deliveries Only: 225 W. Washington, 24th Floor

Chicago, IL 60606

United States Postal Service: P.O. Box 469011, San Antonio, TX 78246 POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the Argonaut Insurance Company, a Corporation duly organized and existing under the laws of the State of Illinois and having its principal office in the County of Cook, Illinois does hereby nominate, constitute and appoint:

Gabriella Grady, Shilo Lee Losino, Stephanie Hope Shear, Elizabeth Santos, Stacey Garcia, Matthew Dionisio

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on its behalf as surety, and as its act and deed any and all bonds, contracts, agreements of indemnity and other undertakings in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolution adopted by the Board of Directors of Argonaut Insurance Company:

"RESOLVED, That the President, Senior Vice President, Vice President, Assistant Vice President, Secretary, Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the Company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the Argonaut Insurance Company, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, Argonaut Insurance Company has caused its official seal to be hereunto affixed and these presents to be signed by its duly authorized officer on the 8th day of May, 2017.

Argonaut Insurance Company

Joshua C. Betz, Senior Vice President

STATE OF TEXAS COUNTY OF HARRIS SS:

On this 8th day of May, 2017 A.D., before me, a Notary Public of the State of Texas, in and for the County of Harris, duly commissioned and qualified, came THE ABOVE OFFICER OF THE COMPANY, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of same, and being by me duly sworn, deposed and said that he is the officer of the said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said corporation, and that Resolution adopted by the Board of Directors of said Company, referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal at the County of Harris, the day and year first above written.

athun M. M

I, the undersigned Officer of the Argonaut Insurance Company, Illinois Corporation, do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

September 2020 IN WITNESS WHEREOF, I have hereunto set my hand, and affixed the Seal of said Company, on the 23rd day of

James Bluzard , Vice President-Surety

document to which this certificate is atta	ting this certificate verifies only the identity of the individual who signed the ached, and not the truthfulness, accuracy, or validity of that document.
State of California)
County of Los Angeles	j i
SEP 2 3 2020	Lugas Malasim Shana Battaraan Natara Bublia
On befo	ore me, Lucas Malcolm-Shane Patterson, Notary Public
	Here Insert Name and Title of the Officer
personally appeared	Stephanie Hope Shear
	Name(s) of Signer(s)
subscribed to the within instrument his/her/their authorized capacity(ies),	of satisfactory evidence to be the person(s) whose name(s) is/are that and acknowledged to me that he/she/they executed the same in and that by his/her/their signature(s) on the instrument the person(s), we 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.
LUCAS MALCOLM-SHARE PATTES Mutary Public - California Los Angeles County Commission # 2167243	WITNESS my hand and official seal. Signature Signature of Notary Public
My Comm. Expires Oct 9, 2020	
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ATTACHMENTS

ATTACHMENT A

SCOPE OF WORK

SCOPE OF WORK

- 1. **SCOPE OF WORK:** The intent of this work is to replace existing roadway pavement with schedule "J" concrete pavement, add surface and striping improvements to the Cave Store parking lot, reconstruct driveways, construct pedestrian curb ramps, and replace existing storm drain systems.
 - **1.1.** The Work shall be performed in accordance with:
 - **1.1.1.** The Notice Inviting Bids and Plans numbered **41777-01-D** through **41777-25-D**, and **41777-T1-D** through **41777-T6-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 **110 Working Days**.

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 http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm. 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 sections 1810 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.

PART 0 – EQUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP)

SECTION A – GENERAL REQUIREMENTS

- **0-12 CONTRACT RECORDS AND REPORTS.** To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:
 - 1. You shall maintain records of all subcontracts and invoices from your Subcontractors and Suppliers for work on this project. Records shall show name, telephone number including area code, and business address of each Subcontractor, Supplier, and joint venture partner, and the total amount actually paid to each firm. Project relevant records, regardless of tier, may be periodically reviewed by the City.
 - 2. You shall retain all records, books, papers, and documents pertinent to the Contract for a period of not less than 5 years after Notice of Completion and allow access to said records by the City's authorized representatives.
 - 3. You shall submit the following reports using the City's web-based contract compliance (Prism® portal):
 - a) **Monthly Payment.** You shall submit Monthly Payment Reporting by the 10th day of the subsequent month. Incomplete and/or delinquent reporting may cause payment delays, non-payment of invoices, or both.
 - 4. The records maintained under item 1, described above, shall be consolidated into a Final Summary Report, certified as correct by an authorized representative of the Contractor. The Final Summary Report shall include all subcontracting activities and be sent to the EOCP Program Manager prior to Acceptance. Failure to comply may result in assessment of liquidated damages or withholding of retention. The City will review and verify 100% of subcontract participation reported in the Final Summary Report prior to approval and release of final retention to you. In the event your Subcontractors are owed money for completed Work, the City may authorize payment to subcontractor via a joint check from the withheld retention.

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 their 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. The unused portion of the Field Order shall revert to the City upon Acceptance.
 - 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** An inspection the City uses to verify the completion of the Project or 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 AM to 3:30 PM.

To the "WHITEBOOK", ADD the following:

- 108. **Acceptance** When all of the Contract Work, including all Punchlist items, is deemed officially complete by the City Asset Owning Department or Deputy City Engineer.
- 109. **Occupancy** When the Owner deems a building is ready for use, the Owner will issue a certificate of Occupancy in writing.
- 110. **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.
- **1-7.1.3 Requests for Information (RFI).** To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:
 - Should You discover a conflict, omission, errors in the Contract Documents, differences with existing field conditions, or have any questions concerning interpretation or clarification of Contract Documents, or when you propose deviations to the standards or design, you shall submit a Request for Information (RFI) to the City regarding your question or clarification within 1 Working Day.
 - 2. Your RFI shall meet the following requirements:
 - a) All RFIs, whether by You or your Subcontractor or supplier at any tier, shall be submitted by You to the City.

- b) RFIs shall be numbered sequentially.
- c) You shall clearly and concisely set forth the single issue for which interpretation or clarification is sought, indicate Specification Section numbers, Contract Drawing numbers, and details, or other items involved, and state why a response is required from the City.
- d) RFIs shall be submitted within 1 Working Day in order that they may be adequately researched and answered before the response affects any critical activity of the Work.
- e) Should You believe that a response to an RFI causes a change to the requirements of the Contract, You shall, before proceeding, give written notice to the City, indicating that You believe that City response to the RFI to be a Change Order. Failure to give such written notice within **5 Working Days** of receipt of the City's response to the RFI shall waive Your right to seek additional time or cost.
- 3. The City will respond to RFIs within **5 Working Days** unless the City notifies You in writing that a response will take longer. The **5 Working Days** shall begin when the RFI is received and dated by the City. Responses from the City will not change any requirement of the Contract unless so noted by the City in the response to the RFI. The City will not issue a Change Order for Extra Work or additional time when the issue raised in the RFI was due to your fault, neglect, or any unauthorized deviations from the project design or specifications.
- 4. If You proceed in resolving a conflict, omission, or any error in the Contract Documents without sending the City an RFI in accordance with the requirements stated above, the City may require You to remove such work at Your cost or back charge You the cost to remove this work.
- **1-7.2 Contract Bonds.** To the "WHITEBOOK", item 1, DELETE in its entirety and SUBSTITUTE with the following:
 - 1. Before execution of the Contract, file payment and performance bonds with the City to be approved by the Board in the amounts and for the purposes noted. Bonds shall be executed by a responsible surety as follows:
 - a) If the Work is being funded with state or local money, consistent with California Code of Civil Procedure §995.670, the Surety shall be an "admitted surety" authorized by the State of California Department of Insurance to transact surety insurance in the State.
 - b) If the Work is being funded with federal money, the Surety shall be listed in the U.S. Treasury Department Circular 570 and shall be in conformance with the specified Underwriting Limitations.

To the "WHITEBOOK", item 2, subsection "a", subsection "i", DELETE in its entirety and SUBSTITUTE with the following:

i. A "Payment Bond" (Materials and Labor Bond) is optional. If no bond is submitted, no payment shall be made until 35 Calendar Days after Acceptance and any lien requirements have been fulfilled. If a bond is submitted, progress payments shall be made in accordance with these Specifications.

To the "WHITEBOOK", item 2, subsection "d", DELETE in its entirety and SUBSTITUTE with the following:

- d) For Contracts over \$100,000:
 - i. A "Payment Bond" (Materials and Labor Bond) for 100% of the Contract Price to satisfy claims of material Suppliers and of mechanics and laborers employed on the Work. You shall maintain the bond in full force and effect until Acceptance and until all claims for materials and labor are paid and shall otherwise comply with the Government Code.
 - ii. A "Faithful Performance Bond" for 100% of the Contract Price to guarantee faithful performance of Work, within the time prescribed and in a manner satisfactory to the City, that materials and workmanship shall be free from original or developed defects.

To the "WHITEBOOK", item 7, DELETE in its entirety and SUBSTITUTE with the following:

7. You shall require the Surety to mail its standard "Bond Status" form to the Engineer at the following address:

Deputy Director Construction Management and Field Engineering Division 9573 Chesapeake Drive San Diego, CA 92123

SECTION 2 - SCOPE OF THE WORK

- **2-2 PERMITS, FEES, AND NOTICES.** To the "WHITEBOOK", ADD the following:
 - 2. The City will obtain, at no cost to you, the following permits:
 - a) Coastal Development Permit

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.
- **TECHNICAL STUDIES AND SUBSURFACE DATA.** To the "WHITEBOOK", ADD the following:
 - 5. In preparation of the Contract Documents, the designer has relied upon the following reports of explorations and tests at the Work Site:
 - a) Geotechnical Desktop Study Coast Boulevard between Prospect Place and Scripps Park, dated October 18, 2019 by Allied Geotechnical Engineering, Inc.
 - 6. The reports listed above are available for review at the following link:

https://filecloud.sandiego.gov/ui/core/index.html?mode=public#expltabl./SHARED/thompsonca/rMXr0M17VgXyTOgr/Coast%20Blvd%20-%20Advertising%20References

- **3-13.1 Completion.** To the "GREENBOOK", DELETE in its entirety and SUBSTITUTE with the following:
 - 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".
 - 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 Walkthrough.
 - 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 within 5 Working Days of notification that 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.
- **3-13.2 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"

* 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.

- 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.

- 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.

 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.
- **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.
- **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.
- **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.
- **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", items 2 and 3, DELETE in their entirety and SUBSTITUTE with the following:
 - 2. No less than 5 Working Days in advance of Project construction activities and utility service interruptions, you shall notify all critical facilities, businesses, institutions, property owners, residents, or any other impacted stakeholders within a minimum 300-foot (90 m) radius of the Project. Verbal and written notifications shall be sent to critical facilities (including but not limited to police stations, fire stations, hospitals, and schools). A copy of written notifications sent to any critical facility shall also be sent to the Resident Engineer. You shall keep records of the people contacted, along with the dates of notification, and shall provide the record to the Engineer upon request. You shall identify all other critical facilities that need to be notified.
 - 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.
- **General.** To the "WHITEBOOK", item 10, DELETE in its entirety and SUBSTITUTE with the following:
 - 10. If your construction activities have encountered flammable liquids or other hazardous substances, you shall ensure that construction staff have the required Hazardous Waste Operations and Emergency Response (HAZWOPER) certification. 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) Summer Moratorium @ Beach from May 25, 2020 to September 7, 2020 (inclusive).
- **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 Mitigated Negative Declaration for Concrete Panel Replacement - Coast Blvd, Project No. B-20046, B-20076, as referenced in the Contract Appendix. You shall comply with all requirements of the Mitigated Negative Declaration 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.
- **6-6.2.1 Archaeological and Native American Monitoring Program.** To the "WHITEBOOK", ADD the following:
 - 4. You shall retain a qualified archaeologist and Native American Monitor for this Contract. You shall coordinate your activities and Schedule with the activities and schedules of the archaeologist and Native American monitor. Notify the Engineer before noon of the Working Day before monitoring is required. See 3-5, "INSPECTION" for details.

SECTION 7 – MEASUREMENT AND PAYMENT

7-3.1 General. To the "GREENBOOK" and "WHITEBOOK", paragraph (8), DELETE in its entirety and SUBSTITUTE with the following:

If, within the time fixed by law, a properly executed notice to stop payment is filed with the City, due to your failure to pay for labor or materials used in the Work, all money due for such labor or materials will be withheld from payment in accordance with applicable laws.

To the "WHITEBOOK", ADD the following:

- 1. Unless specified otherwise, the Contract Price includes use, consumer, and other taxes mandated by applicable legal requirements.
- 2. As provided in §7105 of the California Public Contract Code, if the Contract is not financed by revenue bonds, you are not responsible for the cost of repairing or restoring damage to the Project when damage was proximately caused by an act of God, in excess of 5% of the Contract Price, if the following occur:
 - a) The Project damaged was built in accordance with the Contract requirements.
 - b) There are no insurance requirements in the Contract for the damages.
- **7-3.2 Partial and Final Payment.** To the "WHITEBOOK", item 1, DELETE in its entirety and SUBSTITUTE with the following:
 - 1. The Final Payment, which is the release of Retention, shall be paid to you after you have successfully submitted the following required documents:
 - a) An affidavit that payrolls and bills for materials, equipment, and other indebtedness connected with the Work for which the City or the City's property might be responsible for or encumbered by.
 - b) A certificate evidencing that insurances required by the Contract Documents shall remain in force after Final Payment is currently in effect and shall not be canceled or allowed to expire until at least a 30 Calendar Days prior written notice has been given to the Engineer.
 - c) Consent of Surety to Final Payment.
 - d) If required by the Engineer, other data establishing payment or satisfaction of obligations such as receipts, releases and waivers of liens, claims, and security interests or encumbrances arising out of the Contract Documents. If a Subcontractor refuses to furnish a release or waiver required by the City, you may furnish a bond satisfactory to the Engineer to indemnify the City against such lien.
 - e) If required in the Contract Documents, the successful completion and submittal of the required reports such as construction demolition, waste recycling, and hydrostatic discharge reports.
 - f) Required EOCP Final Summary Report in accordance with Section 0-12, "Contract Records and Reports", record drawings, operations manuals, test reports, warranty documentation, and UL labels shall be submitted before requesting the release of retention.
 - g) Acceptance of the completed Project by the asset owning Department.

To the "WHITEBOOK", ADD the following:

2. Submit an invoice for payment after you successfully complete the required documents and the City will pay the invoice within 30 Calendar Days. The City will pay 6% annually for late retention payments.

- **7-3.2.2 Amount of Progress Payments.** To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:
 - 1. The City will pay 6% annually for late progress payments.
 - 2. Progress payments will be considered "late" if the following occur:
 - a) The City does not pay the contractor within 30 Calendar Days from receipt of an undisputed and properly submitted invoice. A properly submitted payment invoice means that the City has approved for payment the entire invoice amount or if the Resident Engineer has not disputed any portion of the application within 7 Calendar Days of the date of submission.
 - b) The application for payment does not require signing of a Contract Change Order.
 - 3. The Engineer may withhold payment for any of the following reasons:
 - a) Defective or incomplete Work.
 - b) Not providing an updated and accurate Cost Loaded Construction Schedule in accordance with 6-1.1, "Construction Schedule".
 - c) Stop notices, wage orders, or other withholdings required by Applicable Law. Your failure to comply with 5-3.3, "Payroll Records" and the Contractor Registration and Electronic Reporting System requirements of the Contract Documents.
 - 4. The Engineer may back charge the contract for any of the following reasons:
 - a) Defective or incorrect Work not remedied.
 - b) Damage to City property or a third party's property that was caused by you.
 - c) Liquidated Damages.
- **7-3.2.3 Waiver of Claims at Final Payment.** To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:
 - Your acceptance of Final Payment constitutes a waiver of affirmative Claims by you, except those previously made in writing and identified as unsettled at the time of Final Payment.
- **7-3.2.4 Withholding of Payment and Back Charge.** To the "WHITEBOOK", DELETE in its entirety.
- **7-3.5.1 General.** To the "WHITEBOOK", ADD the following:
 - 2. Upon discovery and prior to the Work, you shall notify the Resident Engineer if there is a change in Bid item quantity that increases the total Contract Price by 5% or \$100,000 or more, whichever is less.

- **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.

SECTION 200 – ROCK MATERIALS

200-2.7.1 General. To the "GREENBOOK", ADD the following:

The terms "Disintegrated Granite" and "Decomposed Granite" shall refer to the same material and can be used interchangeably.

All decomposed granite shall be able to flow through a 3/8-inch mesh screen. The decomposed granite shall be Southwest Boulder and Stone (760-342-5522) "Desert Gold" or approved equal.

Binder shall be Natracil by Gail Materials (951-667-6106) or approved equal. Mix decomposed granite with Natracil, or approved equal, with pug mill that includes a weighbelt feeder. Mix 12 lbs. of binder per 2,000 lbs. of decomposed granite

ADD:

- **Mock-Up.** Install 20 square feet minimum of stabilized decomposed granite surfacing at a location approved by the Engineer. Allow the Engineer to view the mock-up before proceeding with the installation of the stabilized decomposed granite surfacing. The Approved mock-up may remain as part of completed Work. Any unapproved mock-ups shall be removed by the Contractor.
- **200-2.7.5 Delivery, Storage, and Handling.** Protect stabilized decomposed granite mix from contamination. Store under cover.
- **200-2.7.6 Field Conditions.** Decomposed granite surfacing shall be placed on compacted subgrade soils, as approved by the Geotechnical Consultant. Subgrade soils shall be compacted to a minimum 90 percent relative compaction at optimum moisture content. Do not install stabilized decomposed granite surfacing when subgrade is saturated.
- **200-2.7.7 Pre-Emergent Herbicide**All chemicals used for weed control shall be registered by the State of California Department of Food and Agriculture and the Environment Protection Agency with registration identification on the label. Label shall be at the job site at all times.

All chemicals shall be applied in accordance with registered label instruction and manufacturer's recommendations.

Chemicals requiring a licensed applicator must be applied by persons registered with the County of San Diego Department of Agriculture's Commissioner's Office as possessing a current, valid California Qualified Applicator's License.

The use of any restricted materials is forbidden unless a special use permit is obtained from the County of San Diego Department of Agriculture.

SECTION 201 - CONCRETE, MORTAR AND RELATED MATERIALS

201-1.1.2 Concrete Specified by Class and Alternate Class. To the "WHITEBOOK", ADD the following:

- 2) Portland Cement Concrete shall be the concrete class as shown in the plans, details, standard drawings, or in Table 201-1.1.2 of the "GREENBOOK". In the case of conflict, the higher compressive strength concrete class mix shall govern.
- 3) Concrete class for curb ramps shall be the same as concrete class for Sidewalk.
- 4) Driveways shall use the "commercial" concrete class per City of San Diego Standard Drawings (SDG-163).

201-1.2.1 Cement. To the "WHITEBOOK", ADD the following:

5) Cement in the Concrete pavement mix shall be Type III, high early strength, shall conform to the provisions of Section 201, "Concrete, Mortar, and Related Materials," and Subsection 201-1.1.4.

6) All other minor concrete cement shall be Type II/V shall conform to the provisions of Section 201, "Concrete, Mortar, and Related Materials," and Subsection 201-1.1.4.

201-1.2.2 Aggregates. To the "GREENBOOK", ADD the following:

Aggregates shall comply with ASTM C 33 and shall be free from asbestos and any substances that will react with the cement alkalis.

201-2.2.1 Reinforcing Steel. To the "GREENBOOK", ADD the following:

Reinforcing steel shall be grade 60, hot rolled from new billet steel, conforming to ASTM A 615, unless otherwise noted on Plans.

SECTION 203 -BITUMINOUS MATERIALS

203-3.1 General. To the "GREENBOOK", ADD the following:

Tack Coat shall be SS-1h type.

- **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.
- **203-6.4.4 Composition and Grading.** To the "GREENBOOK", ADD the following:
 - Asphalt Concrete, Full Depth AC Patch Back, at curbs and gutters, shall be designated as "Type C2-PG 64-10".

SECTION 206 – MISCELLANEOUS METAL ITEMS

ADD:

STEEL POSTS. Steel post shall be plain ended pipe and sleeves conforming to ASTM A53 and factory finish primed.

Yellow powder coated finish.

Adhesive reflective sheeting wrap - Retroreflectivity for the following materials must comply with Table 2A-3, "Minimum Maintained Retroreflectivity Levels," of the California MUTCD and be on the Caltrans Authorized Material List for delineation materials. Reflective sheeting must be visible from 1,000 feet during the hours of darkness under an illumination of legal high-beam headlights by persons with 20/20 vision or vision corrected to 20/20. Reflective sheeting must be permanently affixed, from the top of the post.

SECTION 207 – GRAVITY PIPE

207-2.1 General. To the "GREENBOOK", ADD the following:

All pipe joints shall be gasketed. Gasket shall conform to the requirements of Section 208-3, "Gaskets for Concrete Pipe".

All pipes shall be certified by the supplier for D-Load prior to installation.

207-17.1 General. To the "WHITEBOOK", ADD the following:

- 3. Pipe Connection, between the Filterra and the Inlet, shall be SDR-35 PVC pipe conforming to ASTM D3034.
- 4. If no Schedule/Type designation is noted on the plans, PVC Pipe shall be Schedule 40 unless PVC pipe is within in the roadway pavement section area. PVC Pipe shall be Schedule 80 when under the roadway pavement.
- 5. Schedule 40 and 80 PVC plastic pipes shall conform to the provisions of ASTM D-1785.

SECTION 210 – PAINT AND PROTECTIVE COATINGS

210-1.1.1 Anti-Graffiti Coating. To the "WHITEBOOK", ADD the following:

3. Anti-graffiti coating shall have a manufacturer warranty of five years.

SECTION 214 – TRAFFIC STRIPING, CURB AND PAVEMENT MARKINGS, AND PAVEMENT MARKERS

214-1 GENERAL. To the "GREENBOOK", ADD the following:

The following Sections of the Caltrans Standard Specifications, and California Manual on Uniform Traffic Control Devices latest editions, shall be used for all work specified in these sections:

Section 81: Miscellaneous Traffic Control Devices: Pavement Markers

Section 84: Existing Facilities: Traffic Striping Removals

Section 84: Markings: Thermoplastic & Paint

214-4.1 General. To the "GREENBOOK", ADD the following:

The installing of striping shall conform to the general provisions in Section 84, "Markings" of the Caltrans Standard Specifications and the Caltrans Standard Plans (Latest Edition), and the following Technical Provisions.

All linear striping, bike lane markings, and curb markings shall be waterborne paint conforming to Section 84-2.02C, "Paint," of the State of California Standard Specifications.

214-5.1 General. To the "GREENBOOK", DELETE in their entirety and SUBSTITUTE with the following:

The installing of striping shall conform to the general provisions in Section 84, "Markings" of the Caltrans Standard Specifications and the Caltrans Standard Plans (Latest Edition), and the following Technical Provisions.

All pavement symbols and legends, cross walks, and stop bars, with exception to the bike lane markings, shall be Thermoplastic conforming to Section 84-2.02B, "Thermoplastic," of the State of California Standard Specifications.

214-7 ADHESIVES FOR PAVEMENT MARKERS.

214-7.1 General. To the "GREENBOOK", ADD the following:

Markers shall be applied using rapid-set epoxy conforming to Section 95-1.02E, "Rapid Set Epoxy Adhesive for Pavement Markers," of the Caltrans Standard Specifications, latest edition.

SECTION 300 – EARTHWORK

300-1.1 General. To the "WHITEBOOK", ADD the following:

The Contractor shall perform testing in connection with earthwork. Tests shall be made to conform with Section 211, "Material Tests.,"

- 10. The location and frequency of field density tests will be determined by the Engineer. The results of these tests and compliance with the specifications will be the basis upon which satisfactory completion of work will be judged by the Resident Engineer.
- 11. Trenches, holes, depressions and pits caused by the removal of facilities shall be backfilled with embankment material as provided in Section 300, "Earthwork,". Such trenches, holes, depressions and pits that are in surfaced areas, otherwise to remain undisturbed, shall be backfilled with material equal to or better in quality and to the same thickness as the surrounding materials.
- 12. When hauling is done over public highways, and when directed by the Engineer, loads shall be trimmed, and all material removed from shelf area of vehicles in order to eliminate spilling of material. If directed by the Engineer, loads shall be watered after trimming to eliminate dust.
- 13. Operations shall be conducted in such a manner that existing highway facilities, utilities, and other upon-highway facilities which are to remain in place will not be damaged.
- 14. Surplus excavated material shall become the property of Contractor. Contractor shall be responsible to dispose surplus material outside of Project Right-of-Way in accordance with all applicable ordinances. No additional compensation shall be allowed for conformance to this requirement.
- 15. Prior to submittal of a Bid for this Work, the Contractor shall inspect the project site to verify the magnitude and cost of all Clearing and Grubbing required to accomplish the Work. Clearing and Grubbing shall also include saw cutting, demolition, removal an disposal of all existing improvements (up to 36 inches in depth) including, but not limited to, soil, pavement (Concrete, Asphalt Concrete, Cement Treated Base, Unclassified Materials), sidewalk, curb, curb and gutter, driveways, dirt paths, curb stops, bollards, fence removal and disposal where identified, and utility structures (clean-outs, pull boxes, etc.) planting, irrigation, tree trimming, tree removal, and all other existing improvements that are shown on the plans for removal, directed by the Resident Engineer to be removed, or otherwise required to perform the work.

Removal shall be in accordance with Section 401, "Removal.

- 16. Clearing and Grubbing shall include the project limits identified by the approved project plans, these Special Provisions, and as directed by the Engineer. Existing trash, construction debris, abandoned structures and other deleterious material are included in this item.
- 17. All stockpiling of cleared and grubbed material designated by the Contractor for final removal shall be considered incidental to this paid item and no additional compensation shall be allowed therefore.
- 18. All combustible waste materials resulting from clearing and grubbing from any construction operations of this Contract shall be removed from the site to an acceptable disposal area in accordance with Subsection 300-1.3, "Removal and Disposal of Materials".
- 19. Existing improvements, adjacent property, utility and other facilities, trees and plants that are not to be removed, and all items shown on the approved plans to be protected in place, or stated in the City's Standard Specifications or Conditions to be protected in place, shall be protected from injury or damage as provided in accordance with Section 7-9, "Protection and Restoration of Existing Improvements", regardless of whether or not these items are found within the demolition limits. If an item to be protected in place is found within the demolition limits, the Contractor shall grade around the item to be protected in place as required.

Any structure or facility to be protected which is damaged as a result of the Contractor's construction operation, shall be replaced by the Contractor, at their cost, to the satisfaction of the Engineer.

Payment. To the "WHITEBOOK", item 1, DELETE in its entirety and SUBSTITUTE with the following:

1. Full compensation for conforming to the requirements of Clearing and Grubbing, including all labor, tools, equipment, materials and incidentals necessary for accomplishing the work complete and in place, including haul permits, fees, removal, haul away, and disposal of materials, including, but not limited to, trash vegetation and deleterious debris removal and disposal, and shall be considered as included in the Contract unit price paid per lump sum for "Clearing and Grubbing" and no additional compensation shall be allowed therefore.

All stockpiling of cleared and grubbed material designated by the Contractor for final removal shall be considered incidental to this bid item and no additional compensation shall be allowed.

Sawcutting of existing improvements to be removed as specified shall be considered incidental to the removal of the various improvements.

Reinforcing or other steel may be encountered in portions of existing concrete items to be removed. No additional compensation shall be allowed for the removal of concrete containing reinforcing or other steel.

300-2.1 General. To the "GREENBOOK", ADD the following:

Excavation for the roadway construction or any other hardscape, storm drain pipes or drainage structure installation, trenching for any utility installation/removal, shoring operation, or other items to be installed, shall be included in their respective items of work being constructed.

AC and PCC pavement removal and replacement, for trenching for any utility installation/removal or other items, shall be all inclusive of the respective utility installation / removal or other item of work and shall not be quantified as Unclassified Excavation.

Excavated material shall be free of oversized material, trash, debris and shall be evaluated and accepted by the on-site Engineer prior to using for backfill. If material is not acceptable, Contractor shall dispose of the material off-site in a legal manner at no additional cost to the City.

If unsuitable material is encountered during normal excavation or other construction operations, the Contractor shall remove said material to the limits determined by the Engineer and replace said material with Unclassified Fill in accordance with Section 300-4, "Unclassified Fill," of the Standard Specifications, unless otherwise directed by the Engineer.

Payment. To the "GREENBOOK", paragraph 1, DELETE in its entirety and SUBSTITUTE with the following:

<u>Unclassified Excavation</u> - Payment for "Unclassified Excavation" will be made at the Contract unit price per cubic yard and shall include compensation for excavating, sloping, rounding tops and ends of excavations, loading, disposing of surplus material, stockpiling, and hauling it to its final location. Unclassified Excavation shall only be paid for once for a given volume of material and no additional compensation shall be allowed for additional moving or stockpiling.

SECTION 301 - SUBGRADE PREPARATION, TREATED MATERIALS, AND PLACEMENT OF BASE MATERIALS

- **301-1.1 General.** To the "GREENBOOK", ADD the following:
 - a) The cost of furnishing and applying water as directed by the Engineer shall be included in the Contractor's bid price for other items.
 - b) The Contractor shall coordinate with the utility companies regarding their work within the roadway limits that may cause damage or alter the roadway subgrade. The cost to repair or replace subgrade disturbed by utility companies during performance of their work, that affects the lines and grades shown on the plans, before or after placement of untreated base, shall be considered incidental to subgrade preparation and no additional compensation shall be made.
 - c) Subgrade soils should be in a stable, non-pumping condition at the time the aggregate base materials are placed and compacted.
- **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.

301-2.1 General. To the "GREENBOOK", ADD the following:

<u>Aggregate base</u> - Aggregate Base (Untreated base) is required under some improvements as shown on the Plans. Additional base may be required after review of work areas following removals. Prior to constructing new improvements, the Contractor shall verify with the Resident Engineer that the base sections as shown on the Plans are adequate.

The finished surface of the untreated base, which is to receive improvements shall be smooth and level.

Adequate drainage (both surface and subsurface) should be provided such that the untreated base materials are not allowed to become wet.

<u>Aggregate base Compaction</u> - Aggregate base shall be placed in 6-inch to 8-inch loose lifts, moisture conditioned to near optimum moisture content, and compacted to at least 95 percent relative compaction.

301-2.2 Spreading. To The "GREENBOOK", ADD the following:

At the time the untreated base material is spread, it shall have a moisture content sufficient to obtain the required compaction. Such moisture shall be uniformly distributed throughout the material.

Measurement and Payment. To the "GREENBOOK", the second paragraph, DELETE in its entirety and SUBSTITUTE with the following:

Untreated base is required under some improvements as referenced Standard Plans, manufacturer's specifications, and/or described in their respective Special Provisions and may not be eligible for payment under a separate Aggregate base pay item, but will be included in the cost of the item being constructed. The Aggregate base, included in other items of work, shall be furnished and installed by the Contractor.

No additional compensation shall be allowed for removing and replacing previously prepared subgrade or sub-base or for the weight of water.

ADD:

301-7 DISINTEGRATED/DECOMPOSED GRANITE.

301-7.1 Installation. Excavate to depth required so edges of stabilized decomposed granite surface will match adjacent grades of concrete curb / sidewalk edging and have a maximum cross slope of 1 percent.

Apply pre-emergent herbicide and post-emergent herbicide per the manufacturer's recommendations to the subgrade prior to installation.

Blend 12 lbs. of Natracil stabilizer, or approved equal, per 2,000 lbs. of decomposed granite.

Prior to installation, the surface on which stabilized decomposed granite surfacing is to be placed shall be compacted to a minimum 90 percent relative compaction, and approved by the Geotechnical Consultant.

Install and compact to a minimum of 90 percent relative compaction in 2" maximum lift thickness and soak with sufficient water to activate Natracil stabilizer through entire depth of lift. Install and compact the additional lifts, and soak with sufficient water to activate Natracil as required.

Grade and smooth to required elevation.

After +/- 4 hours, compact final lift with a three-five ton double or single static drum roller. Surface shall follow overall contours of landscape. Flat areas shall be crowned for drainage.

Completed surface shall be of consistent quality and free of deleterious materials such as organic materials, nails, stones, and loose material. Surface shall not have depressions or humps greater than 1/4" in ten feet.

Finished surface shall be smooth, uniform and solid. There shall be no evidence of chipping or cracking. Cured and compacted pathway shall be firm throughout profile with no spongy areas. Loose material shall not be present on the surface. Any significant irregularities in path surface shall be repaired to the uniformity of entire installation.

Apply an additional application of pre-emergent herbicide per the manufacturer's recommendations.

Protection. Do not allow traffic on stabilized decomposed granite surfacing for four days after placement or until compacted stabilized decomposed granite has fully cured.

Protect stabilized decomposed granite surfacing from damage until Project completion. Repair damaged areas to match specified requirements.

Maintenance & Repairs. Loose aggregate will appear on the surface over time which is a natural occurrence. If excessive aggregate over ½ inches occurs, redistribute the stabilized decomposed granite over the entire surface, water thoroughly and re-compact with a minimum one ton drum roller. This process can be repeated as needed.

To repair, excavate damaged area leaving a minimum one inch depth of existing stabilized decomposed granite, water and scarify. Scarifying existing stabilized decomposed granite will prevent a cold joint layer between the existing stabilized decomposed granite and the newly imported pre-blended stabilized decomposed granite.

Add water to the pre-blended stabilized decomposed granite to activate. Apply moistened pre-blended stabilized decomposed granite to excavated area at or above finished grade.

Compact with a walk behind drum roller. Do not allow traffic on stabilized decomposed granite surfacing for one-two days after placement or until compacted stabilized decomposed granite has fully cured.

Payment. Payment for the "4" Stabilized Decomposed Granite" will be made at the unit price per square foot and shall include full compensation for finishing all labor, materials, tools, equipment, and incidentals, including excavation, backfill, grading and compacting the subgrade, herbicide spraying, blending, placing, watering, and compacting the decomposed granite, and as indicated on the Plans, and for doing all the work involved and no additional compensation will be allowed. No additional compensation shall be included for repairing, restoring, or replacing adjacent areas excavated or damaged for the placement of forms. Measurement shall be per Square Foot of total thickness as shown on the plans.

SECTION 302 – ROADWAY SURFACING

- **Scheduling, Public Convenience and Traffic Control.** To the "GREENBOOK", paragraphs (1) and (2), DELETE in their 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.

302-5.1 General. To the "GREENBOOK", ADD the following:

<u>Subgrade Preparation</u> - Prior to placing asphalt concrete, the subgrade shall be subject to inspection/testing and approval by the Engineer in conformance with Section 301, "Treated Soil, Subgrade Preparation, and Placement of Base Materials". Any compaction tests ordered will be at City expense unless tests fail, in which case subsequent tests shall be at the Contractor's expense. Asphalt pavement construction shall not be allowed before the completion and approval of all pavement preparation work.

Tarpaulins shall be used to cover all loads from plant to project site.

Measurement and Payment. To the "GREENBOOK", paragraph 1, DELETE in its entirety and SUBSTITUTE with the following:

The payment for Asphalt Concrete (AC), Full Depth AC Patch Back, at curbs and gutters, will be included in the price paid for the adjacent concrete items of work and no separate measurement and payment shall be made for Asphalt Concrete (AC), Full Depth AC Patch Back, subgrade preparation or asphalt tack coat, and for furnishing all labor, materials, tools, equipment, cleaning, transportation, compaction, and incidentals, and for doing all the work involved, complete as detailed.

302-6.1 General. To the "GREENBOOK", at end of the first paragraph, ADD the following:

This work shall include the construction of Portland Cement Concrete (PCC) pavement including, but not limited to, and miscellaneous areas, as shown on the plans, per these Special Provisions, the Standard Specifications, and as directed by the Engineer.

Concrete shall be in accordance with Sections 201, "Concrete, Mortar, and Related Materials" of these Special Provisions and the Standard Specifications.

Subgrade preparation shall be in accordance with Section 301, "Treated Soil, Subgrade, Preparation, and Placement of Base Materials," of the Standard Specifications.

The work shall include controlling nuisance water, sweeping, watering, and removing loose and broken foreign material as specified in the Standard Specifications and these Special Provisions and as required by the Engineer.

The Contractor shall provide proper delineation, signing and flagger to keep traffic, including construction equipment and workers, off of the freshly poured concrete until it has been properly cured and is set up sufficiently so that it will not be damaged by traffic. Surfaces damaged by traffic shall be replaced to the satisfaction of the Engineer.

Stamped Concrete pavement shall be in accordance with Section 303-6, "Stamped Concrete," of these Special Provisions.

Measurement and Payment. To the "GREENBOOK", paragraph 1, DELETE in its entirety and SUBSTITUTE with the following:

Excavation, backfill, and subgrade preparation, necessary for the construction of concrete pavement, shall not be paid for separately but shall be included in the other items of work.

1. <u>Concrete Pavement</u> - Payment for "Concrete Pavement" (per thickness specified) shall be at the contract unit price per square foot and shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals and for doing all work involved to place Portland Cement Concrete Pavement, complete in place, including excavation, backfill, forms, mixing, hauling, pouring, vibrating into place, shaping, finishes, joints, curing, utility adjustments, protecting concrete from marring, and as shown on the Plans, as specified in the Standard Specifications, these Specifications, and as directed by the Engineer.

SECTION 303 - CONCRETE AND MASONRY CONSTRUCTION

303-1.1 General. To the "GREENBOOK", ADD the following:

Vertical or horizontal position of structures as shown on the Plans or as described in these Specifications shall not vary more than 1/2 inch from true position. Elevation at inlet lips shall not vary more than 1/4 inch from elevation shown on the plans.

All earthwork shall be done in accordance with Section 300, "Earthwork,.

Concrete shall be in accordance with Sections 201, "Concrete, Mortar, and Related Materials." A minimum of 80% of the mix's designated compressive strength must be attained before any backfill will be allowed.

Crossing of concrete structures with heavy construction equipment is not allowed.

303-1.3 Forms. To the "WHITEBOOK", ADD the following:

Formed wall surface shall be free of any unevenness greater than one-fourth inch (1/4") when checked with a ten foot (10') straight edge.

A clear non-staining form release agent, which will not discolor or affect the surface texture of the concrete and does not react with any ingredients of the concrete, shall be used. The cost of furnishing and placing form release agent shall be included in the unit cost of the Concrete Structure.

303-1.4.1 General. To the "GREENBOOK", ADD the following:

After removal of forms and "snap ties," any portions protruding or exposed on the concrete surface, shall be removed and any holes patched.

303-1.7 Placing Reinforcement.

303-1.7.1 General. To the "GREENBOOK", ADD the following:

Reinforcing steel bars shall be accurately spaced as shown on the plans and spacing of the first bar immediately adjacent to a transverse construction joint shall be one-half the required spacing shown on the plans. In no case shall the clear distance between parallel bars be less than 2½ diameters of the bar and a minimum of 2 inches. Unless otherwise shown on the plans, embedment of reinforcing steel shall be 1½ inches clear depth of #8 bars or smaller and shall be 2 inches clear for #9 bars and larger. Where placement of reinforcing steel requires alternate bars of different size, embedment shall be governed by the larger bar. Tack welding or butt welding of reinforcing bars will not be permitted.

All reinforcing steel shall be placed on supports to maintain the distance between the reinforcing steel and the subgrade, as required by the approved plans and specifications. Under no circumstances shall the reinforcing steel be placed on the subgrade and pulled during placement of concrete. The Contractor shall not place concrete until the City has inspected the reinforcing steel placement and integrity of the steel reinforcement.

No splices in transverse steel reinforcement shall be permitted other than shown on the approved plans. No more than one splice shall be permitted in any longitudinal bar between transverse joints and the splices shall be staggered.

Where permitted, splices in longitudinal and transverse steel shall be lapped forty-five (45) bar diameters, for #8 bars and smaller, sixty (60) bar diameters for #9 through #11 bars, but not less than twelve inches (12"), unless shown otherwise on the plans.

<u>Securing in Place</u>: Accurately place bars and wire tie in precise position where bars cross. Bend ends of wire ties away from the forms. Wire tie bars to corners of ties and stirrups. Support bars according to the current edition of "Recommended Practice for Placing Bar Supports" of Concrete Reinforcing Steel Institute, using approved accessories and chairs. Place precast concrete cubes with embedded wire ties to support reinforcing steel bars in concrete placed on grade and in footings. Use care not to damage vapor barriers where they occur.

<u>Exposed Concrete Surfaces</u>: Provide stainless steel or exterior quality vinyl plastic tipped chairs, bolsters, and accessories where exposed on exterior or interior concrete surfaces not to be painted or permanently covered.

<u>Clearances</u>: Maintain minimum clear distances from face of concrete as indicated or directed.

<u>Maintaining Bars in Position</u>: Take adequate precautions to assure that reinforcing position and spacing is maintained during placement of concrete.

Provide additional reinforcing bars at wall and slab openings as required. Before placing bars, and again before concrete is placed, clean bars of loose mill scale, oil, or any other coating that might destroy or reduce bond.

303-1.8.1 General. To the "GREENBOOK", ADD the following:

Where concrete is to be deposited against hardened concrete at horizontal construction joints, the surface shall be cleaned, as directed by the Resident Engineer, prior to placement of the additional concrete.

All unsatisfactory concrete, latency, coatings, stains, debris, and other foreign materials are to be removed. The surface of the concrete shall be washed thoroughly to remove all loose

material. The method used in disposing of wastewater employed in washing the concrete surfaces shall be such that the wastewater will not stain, discolor, or affect exposed surfaces or the structures, and will be subject to the approval of the Engineer.

303-1.8.6 Joints. To the "GREENBOOK", before the first paragraph, ADD the following:

Transverse joints shall conform this section.

Where bond breaks or expansion joint material is shown to separate PCC construction for new or existing improvements, the material used shall be a preformed expansion joint filler bituminous type conforming to ASTM D 1751.

Water stops shall be constructed at locations per the plans and details.

303-1.9 Surface Finishes

303-1.9.1 General. To the "GREENBOOK", ADD the following:

Concrete drainage structures shall have an ordinary surface finish conforming to Section 303-1.9.2, "Ordinary Surface Finish".

303-1.9.2 Ordinary Surface Finish. To the "GREENBOOK", ADD the following:

Ordinary Surface Finish shall not apply to rock pockets which, in the opinion of the Engineer, are of such an extent or character as to affect the strength of the structure materially or to endanger the life of the steel reinforcement. In such cases, the Engineer may declare the concrete defective and require the removal and replacement of the structure affected at the expense of the Contractor.

303-1.10 Curing. To the "GREENBOOK", ADD the following:

Where the curing compound method is used on concrete surfaces exposed after construction, sloped surfaces flatter than ³/₄:1, shall be sealed with pigmented curing compound conforming to the requirements of ASTM C309, Type 2, Class B. Surfaces steeper than ³/₄:1 shall be sealed with a Type 1 wax based compound.

303-1.12 Payment. To the "GREENBOOK", ADD the following:

The contract unit price for the concrete drainage items shall be include full compensation for the control of ground and surface water; the preparation of sub-grade; the joining of pipe / connections; backfilling; temporary and permanent resurfacing; and all other work necessary to install the concrete drainage item, complete in place. No additional compensation shall be allowed.

- 1. <u>Inlet</u> Full compensation for furnishing all labor, materials, including, but not limited to, concrete, manhole frame and cover, miscellaneous metal, steps, reinforcement, expansion joints, finishing and curing, excavation and backfill, subgrade preparation, and adjustments to grade or final pavement, tools and equipment necessary, shall be included in the Contract unit prices paid per Each for "Curb Inlet" (per type) and no additional compensation shall be allowed therefore.
- 2. <u>Cleanout</u> Full compensation for furnishing all labor, materials, including, but not limited to, precast concrete components, frame and cover, steps, miscellaneous metal, concrete, reinforcement, joints, finishing and curing, pipe connections, excavation and backfill, subgrade preparation, and adjustments to grade, tools and

- equipment necessary, shall be included in the Contract unit price paid per each for "Storm Drain Cleanout" (per type) and no additional compensation shall be allowed therefore.
- 3. Full compensation for conforming to the requirements of FORMS shall be considered as included in the Contract price paid for the related concrete structure bid items and no separate compensation shall be allowed therefore.
- 4. Full compensation for furnishing, bending and PLACING REINFORCEMENT shall be considered as included in the Contract unit price paid for the various concrete structures and no separate compensation shall be allowed therefore.
- 5. Full compensation for conforming to the requirements of PLACING CONCRETE shall be considered as included in the Contract price paid for the related bid items and no separate compensation shall be allowed therefore.
- 6. Full compensation for conforming to the requirements of JOINTS, Bond Breaks, and/or Water Stops shall be considered as included in the Contract price paid for the related paid items and no separate compensation shall be allowed therefore.
- 7. Full compensation for conforming to the requirements of SURFACE FINISH shall be considered as included in the Contract unit price paid for the related concrete bid items and no separate compensation shall be allowed therefore.
- 8. Full compensation for conforming to the requirements of ORDINARY SURFACE FINISH shall be considered as included in the Contract price paid for the related concrete bid items and no separate compensation shall be allowed therefore.
- 9. Full compensation for conforming to the requirements of CURING shall be considered as included in the Contract price paid for the related concrete bid items and no separate compensation shall be allowed therefore.

303-5.1.1 General. To the "WHITEBOOK", ADD the following:

- 7. Construction of Curb and Gutter, Curbs, Sidewalks, Curb Ramps, Driveways, and other minor concrete shall be coordinated with all other construction activities.
- 8. Subgrade preparation shall be in accordance with Section 301, "Treated Soil, Subgrade Preparation, and Placement of Base Materials," of the Standard Specifications and these Special Provisions.
- 9. <u>Sidewalk/Curb Ramps/Driveways</u> The Contractor shall verify with a "smart level" that the ADA required maximum slope grades are not exceeded both when setting the concrete forms, prior to pouring. It shall be the Contractor's responsibility to supervise and utilize the proper experienced personnel to ensure that the proper sawcut limits are established for all curb ramp locations and the Engineer will not be responsible to direct the Contractor's crews or otherwise serve in this management capacity.
- 10. Existing curb drains, when not designated for replacement in the plans, shall be protected in place from damage resulting from the Contractor's operation. If damaged as a result of the Contractor's construction operation, curb drains shall be replaced by the Contractor, at their cost, to the satisfaction of the Engineer.

303-5.7 Repairs and Replacements. To the "GREENBOOK", ADD the following:

The Contractor shall be responsible to protect all new concrete work from being etched, scratched or otherwise marked following replacement thereof. If new concrete work is marked, the Contractor shall replace it at its expense and no extra costs shall be allowed.

All Curb and Gutter, Curbs, Sidewalks, Curb Ramps, Driveways, and other minor concrete shall be constructed true to the line and grade shown on the Plans.

Curb and Gutter, Curbs, Sidewalks, Curb Ramps, Driveways, and other minor concrete will be rejected for any of the following reasons:

- 1. Deviation from grade greater than 1/8 inch.
- 2. Fluctuations, undulations, or imperfections in PCC surfaces such as rock pockets, honeycombing, blisters, voids, or other defects.
- 3. PCC surfaces with any cracks.
- 4. Concrete used that does not meet the requirements set forth in Section 201-1, "Portland Cement Concrete," of the Standard Specifications.

Rejected sections of Curb and Gutter, Curbs, Sidewalks, Curb Ramps, Driveways, and other minor concrete shall be removed to the nearest joint and reconstructed at no additional cost to the City.

303-5.9 Measurement and Payment. To the "WHITEBOOK", ADD the following:

The placement of aggregate base, as specified in the standard details, under concrete work shall not be paid for separately but shall be included in the other items of work.

Reinforcement bars (rebar), as specified in the standard details, under concrete work shall not be paid for separately but shall be included in the other items of work.

7. Curb & Gutter - Payment for "Curb and Gutter" (per designated type, height, and modification (if applicable)) will be paid for at the contract unit price per Linear foot as shown in the Bid Schedule and shall include all sawcutting, forms, joints, finishes, backfill, base preparation, doweling, protection of existing trees, parkway restoration, and repainting of colored curb (top and face), where colored curb has been removed due to new curb construction, any other repainting of curb, such as address numbers or the delineation of parking restriction locations, and all other incidentals, labor, materials, equipment, and work items. No additional compensation shall be included for repairing or replacing adjacent parkway areas excavated or damaged for the placement of forms.

Payment for curb and gutter transitions, to match adjacent curbs and gutters, will be measured and paid for as the standard curb and gutter adjacent to the transitions if not specified on the bid list.

No additional compensation shall be included for sawcutting, replacement of damaged curb, full depth AC patch, or for additional pavement removal and replacement for fitting in extruder machinery during the construction of curb and gutter but shall be included in the cost of Curb and Gutter (per designated type, height, and modification (if applicable)).

8. <u>6" Curb</u> - Payment for "6" Curb", will be paid for at the contract unit price per linear foot as shown in the Bid Schedule and shall include all sawcutting, forms, joints, finishes and keyways, backfill, base preparation, doweling, protection of existing trees, parkway restoration, and repainting of colored curb (top and face), where colored curb has been removed due to new curb construction, any other repainting of curb, such as the delineation of parking restriction locations, and all other incidentals, labor, materials, equipment, and work items. No additional compensation shall be included for repairing or replacing adjacent areas excavated or damaged for the placement of forms.

Payment for curb height transitions, to match adjacent curbs, will be measured and paid for as the standard curb adjacent to the transitions if not specified on the bid list.

No additional compensation shall be included for sawcutting, replacement of damaged curb, full depth AC patch, or for additional pavement removal and replacement for fitting in extruder machinery during the construction of curb, but shall be included in the cost of curb (per designated height).

9. PCC Pavement to AC Pavement Joint (0" Curb) - Payment for "PCC Pavement to AC Pavement Joint" (per detail) will be paid for at the contract unit price per linear foot as shown in the Bid Schedule and shall include all sawcutting, forms, joints, concrete zero face curb, finishes, full depth AC patch, backfill, base preparation, doweling, protection of existing trees, parkway restoration, and all other incidentals, labor, materials, equipment, and work items. No additional compensation shall be included for repairing or replacing adjacent areas excavated or damaged for the placement of forms.

No additional compensation shall be included for replacement of damaged curb or for additional pavement removal and replacement for fitting in extruder machinery during the construction of curb, but shall be included in the cost of PCC Pavement to AC Pavement Joint (per detail).

PCC Pavement to AC Pavement Joint will be measured, in the horizontal plane, longitudinally along the top of curb.

- 10. <u>Sidewalk</u> Payment for "Concrete Sidewalk" will be paid for at the contract unit price per square foot as shown in the Bid Schedule and shall include excavation, backfill, base preparation, forms, joints, keyway/dowels, finishes, curing, and as shown in standard plans and construction details and shall include all other incidentals, labor, materials, equipment, and work items. No additional compensation shall be included for repairing, restoring, or replacing adjacent areas excavated or damaged for the placement of forms.
- 11. Rolled Curb and Gutter Driveway— Residential (Concrete mix 520-C-2500) Payment for "Modified Rolled Curb and Gutter" (per type / detail specified) will be paid for at the contract unit price per linear foot as shown in the Bid Schedule and shall include all sawcutting, grading, base preparation, concrete, forms, joints, finishes, and as shown in standard plans and construction details and shall include all other incidentals, labor, materials, equipment, and work items. No additional compensation shall be included for repairing, restoring, or replacing adjacent areas excavated or damaged for the placement of forms.

- 12. <u>Driveway Commercial (7.5" thick, Concrete mix 560-C-3250)</u> Payment for "Type B Concrete Driveway" (per standard / detail specified) will be paid for at the contract unit price per square foot as shown in the Bid Schedule and shall include all sawcutting, grading, base preparation, concrete, forms, joints, finishes, and as shown in standard plans and construction details and shall include all other incidentals, labor, materials, equipment, and work items. No additional compensation shall be included for repairing, restoring, or replacing adjacent areas excavated or damaged for the placement of forms.
- 13. <u>Driveway Confined Space</u> (5.5" thick, Concrete mix 520-C-2500) Payment for "Confined Space Concrete Driveway" (per standard / detail specified) will be paid for at the contract unit price per square foot as shown in the Bid Schedule and shall include all sawcutting, grading, base preparation, concrete, forms, joints, finishes, and as shown in standard plans and construction details and shall include all other incidentals, labor, materials, equipment, and work items. No additional compensation shall be included for repairing, restoring, or replacing adjacent areas excavated or damaged for the placement of forms.

303-5.10.1 Installation. To the "WHITEBOOK", ADD the following:

- 8. <u>Curb Ramp Detectable Warning Tile Materials</u> Detectable Warning Tiles shall be installed at locations shown on the Plans and per SDG Standard Drawing 130. The Contractor shall install tiles in accordance with the manufacturer's recommendation. The tile color shall be a homogeneous throughout the tile.
- 9. Installation of the Detectable Warning Tiles in the Curb Ramps shall be accordance to manufacturer's recommendation and the following:
 - a) During all concrete pouring and tile installation procedures, ensure adequate safety guidelines are in place and that they are in accordance with the applicable industry and government standards.
 - b) The concrete shall be poured and finished, true and smooth to the required dimensions and slope prior to tile placement. Immediately after finishing the concrete, the electronic level should be used to check that the required slope is achieved. The tile shall be placed true and square to the curb edge in accordance with the contract drawings. The Cast-In-Place Tiles shall be tamped or vibrated into the fresh concrete to ensure that the field level of tile is flush to the adjacent concrete surface.
 - c) While concrete is workable a steel trowel shall be used to trowel the concrete around the tile perimeter of the field level of the tile.
 - d) During and after the tile installation and the concrete curing stage, it is imperative that there is no walking, leaning or external force placed on the tile to rock the tile, causing a void between the underside of the tile and concrete.
 - e) Following the curing of the concrete, the protective plastic wrap is to be removed from the tile face by cutting the plastic with a sharp knife tight to the concrete/tile interface. If concrete bleeding occurs, a wire brush will clean the residue without damage to the tile surface.

303-5.10.2 Payment. To the "WHITEBOOK", ADD the following:

4. <u>Curb Ramp</u> - Payment for "Curb Ramp" (per the standard/detail and type, as specified) will be paid for at the contract unit price per Each as shown in the Bid Schedule and shall include all sawcutting, backfill, base preparation, forms, joints, finishes, Detectable Warning Tiles, and as shown in standard plans and construction details and shall include all other incidentals, labor, materials, equipment, and work items. No additional compensation shall be included for repairing, restoring, or replacing adjacent areas excavated or damaged for the placement of forms.

The Curb Ramp shall include construction of concrete ramp, landing, transition area, detectable warning tiles, flares (as applicable), and associated retaining curb (as applicable).

Payment for Detectable Warning Tiles shall be included in the price for Curb Ramp and shall be considered full compensation for casting Detectable Warning Tiles in place, all labor, materials, including tile, tools, equipment and incidentals to accomplish the work as specified herein and no additional compensation shall be allowed.

Curb and gutter transitions, at the edge of pavement, for the construction of PCC curb ramps will be measured and paid for as the standard curb and gutter adjacent to the transitions if not specified on the bid list.

303-6.1 General. To the "GREENBOOK", ADD the following:

For pavement with stamped concrete, the stamp pattern shall be Rectangular Grid per the Plans.

Samples for Verification: You shall submit the stamp pattern, to scale, for review and Agency approval prior to using pattern.

303-6.1.2 Measurement and Payment. To the "WHITEBOOK", ADD the following:

<u>Stamped Concrete Pavement</u> - Payment for stamped concrete pavement will be paid for as "Concrete Pavement" (per thickness specified) at the contract unit price per square foot as shown in the Bid Schedule and shall include all sawcutting, backfill, base preparation, forms, joints, stamped concrete, finishes, curing, and as shown in the construction details and shall include all other incidentals, labor, materials, equipment, and work items. No additional compensation shall be included for repairing, restoring, or replacing adjacent areas excavated or damaged for the placement of forms.

SECTION 304 – METAL FABRICATION AND CONSTRUCTION

ADD:

304-7 STEEL POSTS.

General. Proper and suitable tools and appliances for safe handling of pipe and sleeves shall be employed. Care shall be exercised to avoid damage to pipe and sleeves. All pipe and sleeves shall be carefully examined by the Contractor for defects at the time of installation, and no defective pipe or sleeves shall be installed.

Install items plumb and level, accurately fitted, free from distortion or defects. Maximum Variation from Plumb: 1/8 inch (3 mm).

Field weld components as indicated on standards. Perform field welding in accordance with AWS D1.1 for steel.

Measurement and Payment. Payment for "Adjustable Post" shall be at the contract unit price per Each and shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals, including posts, sleeves, chain link, plates, hardware, finish, powder coat, reflective band, concrete foundation, excavation / coring, appurtenances and for doing all work involved, complete in place, as shown on the Plans and Standard Plans, as specified in the Standard Specifications, these Technical Specifications, and as directed by the Engineer, and no additional compensation will be allowed therefor.

SECTION 306 – OPEN TRENCH CONDUIT CONSTRUCTION

306-2.4.1 General. To the "GREENBOOK", ADD the following:

Proper and suitable tools and appliances for safe handling of pipe and fittings shall be employed. Care shall be exercised to avoid damage to pipe and fittings. All pipe and fittings shall be carefully examined by the Contractor for defects at the time of laying, and no defective pipe or fitting shall be installed.

Defective pipe and fittings shall be replaced at the Contractor's expense.

All pipe and fittings shall be thoroughly clean at the time of laying and shall be handled in such a manner as to maintain this condition by preventing the entrance of foreign material. Removal of plugs that were temporarily placed, to keep dirt and debris from entering laid pipe between stages, shall not be paid for separately, but shall be included in the contract unit price for Pipe.

ADD:

Connections. One or two foot standard lengths of pipe shall be used for inlet and outlet connection to the drainage structure assemblies.

306-3 TRENCH EXCAVATION.

306-3.1 General. To the "GREENBOOK", ADD the following:

Any surplus materials from trench excavation, backfill, and pipe material remaining after installation shall become the property of the Contractor and shall be disposed in accordance with Section 401 "Removal" of the Standard Specifications and the Special Provisions. Full compensation for transport and stockpiling of materials shall be considered as included in the contract price per linear foot of pipe and no additional compensation shall be allowed therefore.

- **Abandonment of Storm Drain Facilities.** To the "WHITEBOOK", after the last paragraph, ADD the following:
 - 5. If the abandoned storm drain facility interferes with construction or as directed by the Resident Engineer, the existing pipe or storm drainage structure shall be removed and disposed of properly.

- **Payment.** To the "WHITEBOOK", numbers 9, 10, and 11, DELETE in their entirety and SUBSTITUTE with the following:
 - 9. <u>Abandon Storm Drain Facilities (within Trench Limits)</u> The payment for removing, plugging, and abandoning existing storm drain facilities and appurtenances within the proposed trench limits shall be included in the Bid items for the new storm drain facility Work and no additional payment will be allowed.
 - 10. Abandon Storm Drain Pipe (outside of Trench Limits) The payment for storm drain pipes to be filled and abandoned outside of the trench limits shall be included in the Bid item for "Abandon and Fill Existing Storm Drain Pipes Outside of the Trench Limit" at the contract unit price per linear foot and shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals, including removing, plugging, and abandoning existing storm drain facilities and appurtenances, and for doing all work involved in abandoning the pipe, complete in place, as shown on the Plans and Standard Plans, as specified in the Standard Specifications, these Special Provisions, and as directed by the Engineer, and no additional compensation will be allowed therefor.
 - 11. <u>Abandon Storm Drain Structures (outside of Trench Limits)</u> The payment for the abandonment of existing storm drain cleanouts and inlets outside the trench limits, including concrete plug Work, shall be included in the Bid item for "Abandon Existing Storm Drain Cleanouts and Inlets Outside of Trench Limit" at the contract unit price per each and shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals, including removing, plugging, and abandoning existing storm drain facilities and appurtenances, and for doing all work involved in abandoning the structure, complete in place, as shown on the Plans and Standard Plans, as specified in the Standard Specifications, these Special Provisions, and as directed by the Engineer, and no additional compensation will be allowed therefor.

306-12.1 General. To the "GREENBOOK", ADD the following:

All work performed by the Contractor in constructing underground improvements is subject to periodic testing throughout trench backfill operations by the Resident Engineer and the City.

D-loads for all reinforced concrete pipes are based on finished surfaces and normal roadway loads. The Contractor shall exercise care in placing and compacting fill above pipes so that the designed D-loads are not exceeded. Any pipe damages as a result of the Contractor's operations shall be replaced to the satisfaction of the City at no expense to the City.

Bedding placed in excess of the limits required by the Standards Specifications, and for the convenience of Contractor shall not be subject to any additional compensation.

Trench backfill shall be placed to existing or natural grades where proposed grading is not indicated on the plans. Placing backfill uniformly on all sides shall mean limiting the differential fill level to two feet (2') or less.

All backfill material shall be approved by the City and the on-site Engineer. The Contractor is responsible for placing and compacting native backfill in trench conditions in accordance with approved plans, Standard Specification and these Special Provisions. Periodic

compaction tests will be required throughout trench backfill operations. It is the responsibility of the Contractor to give 48-hours notice to the Engineer that backfill testing will be needed at the site prior to the backfill operations being performed by the Contractor. If the Engineer is not notified, then areas of backfill may have to be removed and recompacted without additional compensation.

Any surplus pipe remaining after installation is complete shall become the property of the Contractor and shall be disposed in accordance with Section 401, "Removal". Surplus materials from trench excavation and backfill shall be placed at the designated stockpile areas within the Contractor's staging area.

306-12.3.1 General. To the "GREENBOOK", ADD the following:

Compaction equipment or methods which may cause excessive displacement or may damage structures, such as sleeve tapers or other drop-weight type equipment, shall not be used.

SECTION 314 - TRAFFIC STRIPING, CURB AND PAVEMENT MARKINGS, AND PAVEMENT MARKERS

314-4 APPLICATION OF TRAFFIC STRIPING AND CURB AND PAVEMENT MARKINGS. To the "GREENBOOK" and the "WHITEBOOK", to Section and subsections, DELETE in their entirety and SUBSTITUTE with the following:

The application of traffic striping and curb and pavement markings shall conform to the general provisions in Section 84-2, "Traffic Stripes and Pavement Markings" of the Caltrans Standard Specifications and the Caltrans Standard Plans (2015).

Thermoplastic material shall only be applied by spray method.

The Contractor shall use the most current State of California Department of Transportation stencils throughout this project.

No striping work will start until the Inspector has approved the spotted or "cat-tracked" markings. No section of any street shall be left without striping for more than 24 hours, or over weekends or holidays.

All curb marking paint shall consist of two coats. A minimum of 7 days shall be provided between coats and/or as directed by the Engineer.

The Contractor shall be responsible for the completeness and accuracy of all layout alignment and spotting. Traffic striping shall not vary more than ½ inch in 50 feet from the alignment shown in the plans.

PAVEMENT MARKERS. To the "GREENBOOK", to Section and subsections, DELETE in their entirety, and SUBSTITUTE with the following:

The Contractor shall install retroreflective pavement markers as noted on the plans and in conformance with the plans and Sections 81-3, "Pavement Markers," and 95, "Epoxy," of the Caltrans Standard Specifications, dated 2015.

Pavement markers shall not be placed on new pavement until after second application of paint.

Existing raised pavement markers shall be removed prior to concrete pavement construction.

ADD:

MEASUREMENT AND PAYMENT. Traffic and Parking Striping, Pavement Markings, and Curb Markings will be included in "Signing and Striping Restoration" at the contract lump sum price and shall be considered full compensation for installation of pavement striping and symbols, reflective beading, reflective pavement markers, and signage, removals of existing pavement markings, and for furnishing all labor, materials, tools, equipment, cleaning, and incidentals, and for doing all the work involved, complete as detailed, and no additional compensation will be allowed therefore.

ADD: SECTION 318 – SIGNAGE

318-1 SIGN INSTALLATION, RELOCATION, AND REMOVAL.

General. This work consists of removing, furnishing, salvaging, and installation of parking, guide, regulatory, and warning signs at the locations shown on the Plans in accordance with the 2014 California Manual on Uniform Traffic Control Devices (CMUTCD), the provision in Section 82-3, "Roadside Signs," of the Caltrans Standard Specifications, the Specification in the Plans, and as directed by the Engineer.

All existing roadside signs including street name signs (SNS) shown on plan, to remain, shall be protected in place and maintained by the Contractor. All signs damaged by construction activities whether or not shown on plan shall be repaired or replaced to the satisfaction of the City of San Diego's representative.

Measurement and Payment. Sign Installation will be included in "Signing and Striping Restoration" at the contract lump sum price and shall be considered full compensation for installation of signage, including removals, delivery of salvaged signs to the City, proposed signage, hardware, posts, mounting fasteners, foundations, and for furnishing all labor, materials, tools, equipment, cleaning, and incidentals, and for doing all the work involved, complete as detailed, and no additional compensation will be allowed therefore.

SECTION 402 – UTILITIES

- **402-2 PROTECTION.** To the "WHITEBOOK", item 2, ADD the following:
 - g) Refer to **Appendix I Advanced Metering Infrastructure (AMI) Device Protection** for more information on the protection of AMI devices.
- **402-4.1 Relocate Existing Pullbox.** To the "GREENBOOK", ADD the following:

Remove, salvage, and relocate existing pullbox shall be at locations shown on the plans and as directed by the Engineer. The Contractor shall notify and coordinate with respective utility owner, for any disruptions to service, prior to removals, and testing work after relocation.

Relocation of existing pull box and testing, after re-installation, shall be in conformance with the applicable requirements of the Agency and Utility Standards.

Removal of crushed rock and other appurtenances as necessary to cleanly and completely remove the existing pullbox items, that are not reusable, and backfill excavation areas to allow for the construction of proposed improvements shall be included in the contract price for this item.

Prior to backfill of the resultant void, the conduit shall be re-routed to proposed location of relocated pullbox.

Material shown on the plans or these special provisions, to be salvaged, relocated, and reinstalled, which has been damaged or destroyed as a result of the Contractor's operations, shall be repaired or replaced by the Contractor, at his expense, to the satisfaction of the Engineer. Items removed, that are not designated for salvage, shall become the property of the Contractor and shall be removed from the project site, except as otherwise directed by the Engineer.

402-4.2 Measurement and Payment. Payment for "Relocate Existing Pullbox" shall be made at the contract unit price per each and shall include full compensation for furnishing all materials, labor, tools, equipment, including excavation, backfill, compaction; aggregate; conduit, complete with all connections, bends, sweeps, splicing, cables and wiring necessary to feed back to existing electrical system; coordination with SDGE; hardware, appurtenances, and incidentals necessary to relocate pullbox at proposed location, as shown on the plans as specified in the Standard Specifications, these Special Provisions and as directed by the Engineer.

402-6 COOPERATION. To the "GREENBOOK", ADD the following:

During the performance of the Work, the owners or agencies in control of any of the facilities affected by the Work shall have the right to enter upon the facility easement or upon any portion of the Work thereof, for the purpose of maintaining service and for making changes in or repairs to said facilities.

The Contractor shall cooperate with the various utility companies in the maintenance, relocation, installation, or adjustment to grade of any poles, pipes, valves, hydrants, meters, manholes, boxes and any other facilities requiring relocation as a result of the Work. Following the completion of any relocation, installation or adjustment operations by utility company/agency forces, the Contractor shall be responsible for the protection of said facilities throughout the duration of the Work.

SECTION 403 – MANHOLE ADJUSTMENT AND RECONSTRUCTION

403-5 Measurement and Payment. To the "WHITEBOOK", ADD the following:

4. Full compensation for furnishing all labor, materials, tools, and equipment used in subgrade preparation, compaction, and reworking subgrade to meet required compact shall be considered as included in the contract price paid for work/item requiring subgrade preparation and no additional compensation will be allowed therefore.

Payment for excavating or backfilling associated with the adjustment of the meter, manhole, vault, valve, pull box or utility structure shall be considered as included in the item of work for adjustment.

Utility meters, manholes, vaults, valves, pull boxes, or utility structures, adjusted by others, shall not be included in the count per each measurement for payment. Coordination for adjustments, with Utility owner(s), shall be included in other items of work and no additional compensation shall be allowed.

Utility adjustments are as follows:

- a) Adjust Water Meter to Grade Payment for "Adjust Existing Water Meter to Grade" shall be at the contract unit price per each and shall be considered full compensation for furnishing all labor, materials, tools, equipment, including excavation, backfill, aggregate, shims, concrete, and all incidentals to accomplish the work as specified herein and as indicated on the Plans, to the satisfaction of the Engineer, and no additional compensation shall be allowed.
 - Protection of any Advance Metering Infrastructure (AMI) shall be included in this item of work.
- b) <u>Adjust Manhole to Grade</u> Payment for "Adjust Existing Manhole to Grade" shall be at the contract unit price per each and shall be considered full compensation for furnishing all labor, materials, tools, equipment, including excavation, backfill, adjustment rings, shims, concrete, and all incidentals to accomplish the work as specified herein and as indicated on the Plans, to the satisfaction of the Engineer, and no additional compensation shall be allowed.
- c) <u>Adjust Water Valve to Grade</u> Payment for "Adjust Existing Water Valve to Grade" shall be at the contract unit price per each and shall be considered full compensation for furnishing all labor, materials, tools, equipment, including excavation, backfill, adjustment rings / collars, shims, concrete, and all incidentals to accomplish the work as specified herein and as indicated on the Plans, to the satisfaction of the Engineer, and no additional compensation shall be allowed.
- d) Adjust Pull Box to Grade Payment for "Adjust Existing Pull Box to Grade" shall be at the contract unit price per each and shall be considered full compensation for furnishing all labor, materials, tools, equipment, including excavation, backfill, aggregate, shims, concrete, and all incidentals to accomplish the work as specified herein and as indicated on the Plans, to the satisfaction of the Engineer, and no additional compensation shall be allowed.
- e) Adjust Telephone Vault to Grade Payment for "Adjust Existing Telephone Vault to Grade" shall be at the contract unit price per each and shall be considered full compensation for furnishing all labor, materials, tools, equipment, including excavation, backfill, aggregate, shims, concrete, and all incidentals to accomplish the work as specified herein and as indicated on the Plans, to the satisfaction of the Engineer, and no additional compensation shall be allowed.
- f) Adjust Existing Gas Valve to Grade Payment for "Adjust Existing Gas Valve to Grade" shall be at the contract unit price per each and shall be considered full compensation for furnishing all labor, materials, tools, equipment, including excavation, backfill, aggregate, shims, concrete, and all incidentals to accomplish the work as specified herein and as indicated on the Plans, to the satisfaction of the Engineer, and no additional compensation shall be allowed.

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

- **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.
- **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.

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.**

SECTION 1002 – PERMANENT BEST MANAGEMENT PRACTICES (BMPs)

ADD:

- 1002-9 FILTERRA PLANTER BOX.
- **General.** The Filterra Planter Box, or City-Approved Equal, water quality treatment system shall be installed in accordance with manufacturer's recommendations, including crushed rock base materials, outlet pipe, tree grates, and plantings.
- **Measurement and Payment.** Excavation, subgrade preparation, backfill, compaction, and all other necessary earthwork for the construction of the Filterra Planter Box or City-Approved Equal shall be included in the cost of the "Filterra Planter Box or City-Approved Equal" unit price item and shall not be part of the Unclassified Excavation quantity.

Payment for "Filterra Planter Box or City-Approved Equal" shall be at the contract unit price per each and shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals and for doing all work involved for constructing the Filterra Planter Box or City-Approved Equal, and shall include grading, excavation, backfill, compaction, subgrade preparation, crushed rock base, engineered biofiltration media, underdrain stone, PVC perforated pipe, mulch, dissipation stone, concrete vault / box, seals, joints, grout, outlet pipe coupling, tree grate, plantings, hardware, other appurtenances, and all other work to complete in place, as shown on the Details, Plans and as specified in the Standard Specifications, these Special Provisions, and as directed by the Engineer, and no additional compensation will be allowed therefor.

SUPPLEMENTARY SPECIAL PROVISIONS APPENDICES

APPENDIX A

MITIGATED NEGATIVE DECLARATION



MITIGATED NEGATIVE DECLARATION

Project No. 651033 SCH No. Pending

SUBJECT: Concrete Street Panel Replacement Coast Boulevard CDP SDP: A Site Development Permit (SDP) and Coastal Development Permit (CDP) to replace concrete sidewalk panels on Coast Boulevard from Prospect Street to Girard Avenue, as well as Cave Street. Included in this project is the installation of ADA compliant curb ramps, driveways, and parking spaces. The dimensions of the replacement sidewalk panels will vary due the curvature of the road. However, the typical size of the panels would be 15-inches by 10-20 feet long. The project would include a total of 34,250 square feet of pavement. The project site is situated along portions of Coast Boulevard, Cave Street, and Prospect Place in the La Jolla Community Planning Area within Council District 1 and is located within the following base zoning designations: RS-1-7, LJPD-1A, and LJPD-5. The project site is bisected by the City of San Diego Coastal Zone-California Coastal Commission (CCC) Appealable and the City of San Diego Coastal Zone-CCC None Appealable. APPLICANT: City of San Diego, Public Works Department, Engineering and Technical Services Division.

Update May 27, 2020

Minor revisions have been made to the draft Mitigated Negative Declaration (MND). Added language would appear in strikeout and underline format. Paleontological monitoring was incorrectly identified as a permit requirement. The MND has been revised to reflect the removal of this requirement. The clarification of a permit measure would not result in any changes to the environmental impacts associated with the project or project mitigation measures. As such, no recirculation of the MND is required. In accordance with the California Environmental Quality Act, Section 15073.5 (c)(4), the addition of new information that clarifies, amplifies, or makes insignificant modification does not require recirculation as there are no new impacts and no new mitigation identified. An environmental document need only be recirculated where there is identification of new significant environmental impact or the addition or a new mitigation measure required to avoid a significant environmental impact.

- I. PROJECT DESCRIPTION:
 - See attached Initial Study.
- II. ENVIRONMENTAL SETTING:

See attached Initial Study.

III. DETERMINATION:

The City of San Diego conducted an Initial Study which determined that the proposed project could have a significant environmental effect in the following areas(s): **Cultural Resources** (**Archaeology**), **Tribal Cultural Resources**. Subsequent revisions in the project proposal create the specific mitigation identified in Section V of this Mitigated Negative Declaration. The project as revised now avoids or mitigates the potentially significant environmental effects previously identified, and the preparation of an Environmental Impact Report will not be required.

IV. DOCUMENTATION:

The attached Initial Study documents the reasons to support the above Determination.

- V. MITIGATION, MONITORING AND REPORTING PROGRAM:
- A. GENERAL REQUIREMENTS PART I
 Plan Check Phase (prior to permit issuance)
- 1. Prior to the issuance of a Notice To Proceed (NTP) for a subdivision, or any construction permits, such as Demolition, Grading or Building, or beginning any construction related activity on-site, the Development Services Department (DSD) Director's Environmental Designee (ED) shall review and approve all Construction Documents (CD), (plans, specification, details, etc.) to ensure the MMRP requirements are incorporated into the design.
- 2. In addition, the ED shall verify that the MMRP Conditions/Notes that apply ONLY to the construction phases of this project are included VERBATIM, under the heading, "ENVIRONMENTAL/MITIGATION REQUIREMENTS."
- 3. These notes must be shown within the first three (3) sheets of the construction documents in the format specified for engineering construction document templates as shown on the City website:

http://www.sandiego.gov/development-services/industry/standtemp.shtml

- 4. The **TITLE INDEX SHEET** must also show on which pages the "Environmental/Mitigation Requirements" notes are provided.
- 5. **SURETY AND COST RECOVERY** The Development Services Director or City Manager may require appropriate surety instruments or bonds from private Permit Holders to ensure the long term performance or implementation of required mitigation measures or programs. The City is authorized to recover its cost to offset the salary, overhead, and expenses for City personnel and programs to monitor qualifying projects.
- B. GENERAL REQUIREMENTS PART II

Post Plan Check (After permit issuance/Prior to start of construction)

1. PRE CONSTRUCTION MEETING IS REQUIRED TEN (10) WORKING DAYS PRIOR TO BEGINNING ANY WORK ON THIS PROJECT. The PERMIT HOLDER/OWNER is responsible to arrange and perform this meeting by contacting the CITY RESIDENT ENGINEER (RE) of the Field Engineering Division and City staff from MITIGATION MONITORING COORDINATION (MMC). Attendees must also include the Permit holder's Representative(s), Job Site Superintendent and the following consultants:

Qualified Archaeologist, Native American Monitor

Note:

Failure of all responsible Permit Holder's representatives and consultants to attend shall require an additional meeting with all parties present.

CONTACT INFORMATION:

- a) The PRIMARY POINT OF CONTACT is the **RE** at the **Field Engineering Division 858-627-3200**
- b) For Clarification of ENVIRONMENTAL REQUIREMENTS, it is also required to call **RE and MMC at 858-627-3360**
- **2. MMRP COMPLIANCE:** This Project, Project Tracking System (PTS) #651033 and /or Environmental Document #651033, shall conform to the mitigation requirements contained in the associated Environmental Document and implemented to the satisfaction of the DSD's Environmental Designee (MMC) and the City Engineer (RE). The requirements may not be reduced or changed but may be annotated (i.e. to explain when and how compliance is being met and location of verifying proof, etc.). Additional clarifying information may also be added to other relevant plan sheets and/or specifications as appropriate (i.e., specific locations, times of monitoring, methodology, etc

Note:

Permit Holder's Representatives must alert RE and MMC if there are any discrepancies in the plans or notes, or any changes due to field conditions. All conflicts must be approved by RE and MMC BEFORE the work is performed.

3. OTHER AGENCY REQUIREMENTS: Evidence of compliance with all other agency requirements or permits shall be submitted to the RE and MMC for review and acceptance prior to the beginning of work or within one week of the Permit Holder obtaining documentation of those permits or requirements. Evidence shall include copies of permits, letters of resolution or other documentation issued by the responsible agency.

None Required

4. MONITORING EXHIBITS

All consultants are required to submit, to RE and MMC, a monitoring exhibit on a 11x17 reduction of the appropriate construction plan, such as site plan, grading, landscape, etc., marked to clearly show the specific areas including the **LIMIT OF WORK**, scope of that discipline's work, and notes indicating when in the construction schedule that work will be performed. When necessary for clarification, a detailed methodology of how the work will be performed shall be included.

NOTE:

Surety and Cost Recovery – When deemed necessary by the Development Services Director or City Manager, additional surety instruments or bonds from the private Permit Holder may be required to ensure the long term performance or implementation of required mitigation measures or programs. The City is authorized to recover its cost to offset the salary, overhead, and expenses for City personnel and programs to monitor qualifying projects.

5. OTHER SUBMITTALS AND INSPECTIONS:

The Permit Holder/Owner's representative shall submit all required documentation, verification letters, and requests for all associated inspections to the RE and MMC for approval per the following schedule:

DOCUMENT SUBMITTAL/INSPECTION CHECKLIST								
Issue Area	Document Submittal	Associated						
		Inspection/Approvals/Notes						
General	Consultant Qualification	Prior to Preconstruction						
	Letters	Meeting						
General	Consultant Construction	Prior to or at Preconstruction						
mathre was a sea not write the small	Monitoring Exhibits	Meeting						
Archaeological Resources	Monitoring Report(s)	Monitoring Report Approval						
Bond Release	Request for Bond Release	Final MMRP Inspections Prior to						
per year one Regneration bear	Letter	Bond Release Letter						

C. SPECIFIC MMRP ISSUE AREA CONDITIONS/REQUIREMENTS

TRIBAL CULTURAL RESOURCES AND CULTURAL RESOURCES (ARCHAEOLOGY) MITIGATION

I. Prior to Permit Issuance or Bid Opening/Bid Award

A. Entitlements Plan Check

Prior to permit issuance or Bid Opening/Bid Award, whichever is applicable, the
Assistant Deputy Director (ADD) Environmental designee shall verify that the
requirements for Archaeological Monitoring and Native American monitoring have
been noted on the applicable construction documents through the plan check
process.

B. Letters of Qualification have been submitted to ADD

Prior to Bid Award, the applicant shall submit a letter of verification to Mitigation
Monitoring Coordination (MMC) identifying the Principal Investigator (PI) for the
project and the names of all persons involved in the archaeological monitoring
program, as defined in the City of San Diego Historical Resources Guidelines (HRG). If

- applicable, individuals involved in the archaeological monitoring program must have completed the 40-hour HAZWOPER training with certification documentation.
- 2. MMC will provide a letter to the applicant confirming the qualifications of the PI and all persons involved in the archaeological monitoring of the project meet the qualifications established in the HRG.
- 3. Prior to the start of work, the applicant must obtain written approval from MMC for any personnel changes associated with the monitoring program.

II. Prior to Start of Construction

A. Verification of Records Search

- 1. The PI shall provide verification to MMC that a site specific records search (1/4 mile radius) has been completed. Verification includes, but is not limited to a copy of a confirmation letter from South Coastal Information Center, or, if the search was inhouse, a letter of verification from the PI stating that the search was completed.
- 2. The letter shall introduce any pertinent information concerning expectations and probabilities of discovery during trenching and/or grading activities.
- 3. The PI may submit a detailed letter to MMC requesting a reduction to the ¼ mile radius.

B. PI Shall Attend Precon Meetings

- 1. Prior to beginning any work that requires monitoring; the Applicant shall arrange a Precon Meeting that shall include the PI, Native American consultant/monitor (where Native American resources may be impacted), Construction Manager (CM) and/or Grading Contractor, Resident Engineer (RE), Building Inspector (BI), if appropriate, and MMC. The qualified Archaeologist and Native American Monitor shall attend any grading/excavation related Precon Meetings to make comments and/or suggestions concerning the Archaeological Monitoring program with the Construction Manager and/or Grading Contractor.
 - a. If the PI is unable to attend the Precon Meeting, the Applicant shall schedule a focused Precon Meeting with MMC, the PI, RE, CM or BI, if appropriate, prior to the start of any work that requires monitoring.
- Acknowledgement of Responsibility for Curation (CIP or Other Public Projects)
 The applicant shall submit a letter to MMC acknowledging their responsibility for the cost of curation associated with all phases of the archaeological monitoring program.
- 3. Identify Areas to be Monitored

- a. Prior to the start of any work that requires monitoring, the PI shall submit an Archaeological Monitoring Exhibit (AME) (with verification that the AME has been reviewed and approved by the Native American consultant/monitor when Native American resources may be impacted) based on the appropriate construction documents (reduced to 11x17) to MMC identifying the areas to be monitored including the delineation of grading/excavation limits.
- b. The AME shall be based on the results of a site specific records search as well as information regarding the age of existing pipelines, laterals and associated appurtenances and/or any known soil conditions (native or formation).
- c. MMC shall notify the PI that the AME has been approved.
- 4. When Monitoring Will Occur
 - a. Prior to the start of any work, the PI shall also submit a construction schedule to MMC through the RE indicating when and where monitoring will occur.
 - b. The PI may submit a detailed letter to MMC prior to the start of work or during construction requesting a modification to the monitoring program. This request shall be based on relevant information such as review of final construction documents which indicate conditions such as age of existing pipe to be replaced, depth of excavation and/or site graded to bedrock, etc., which may reduce or increase the potential for resources to be present.
- 5. Approval of AME and Construction Schedule

After approval of the AME by MMC, the PI shall submit to MMC written authorization of the AME and Construction Schedule from the CM.

III. During Construction

- A. Monitor Shall be Present During Grading/Excavation/Trenching
 - The Archaeological Monitor shall be present full-time during all soil disturbing and grading/excavation/trenching activities which could result in impacts to archaeological resources as identified on the AME. The Construction Manager is responsible for notifying the RE, PI, and MMC of changes to any construction activities such as in the case of a potential safety concern within the area being monitored. In certain circumstances OSHA safety requirements may necessitate modification of the AME.
 - 2. The Native American consultant/monitor shall determine the extent of their presence during soil disturbing and grading/excavation/trenching activities based on the AME and provide that information to the PI and MMC. If prehistoric resources are encountered during the Native American consultant/monitor's absence, work shall stop and the Discovery Notification Process detailed in Section III.B-C and IV.A-D shall commence.

- 3. The PI may submit a detailed letter to MMC during construction requesting a modification to the monitoring program when a field condition such as modern disturbance post-dating the previous grading/trenching activities, presence of fossil formations, or when native soils are encountered that may reduce or increase the potential for resources to be present.
- 4. The archaeological and Native American consultant/monitor shall document field activity via the Consultant Site Visit Record (CSVR). The CSVR's shall be faxed by the CM to the RE the first day of monitoring, the last day of monitoring, monthly (Notification of Monitoring Completion), and in the case of ANY discoveries. The RE shall forward copies to MMC.

B. Discovery Notification Process

- 1. In the event of a discovery, the Archaeological Monitor shall direct the contractor to temporarily divert all soil disturbing activities, including but not limited to digging, trenching, excavating or grading activities in the area of discovery and in the area reasonably suspected to overlay adjacent resources and immediately notify the RE or BI, as appropriate.
- 2. The Monitor shall immediately notify the PI (unless Monitor is the PI) of the discovery.
- 3. The PI shall immediately notify MMC by phone of the discovery, and shall also submit written documentation to MMC within 24 hours by fax or email with photos of the resource in context, if possible.
- 4. No soil shall be exported off-site until a determination can be made regarding the significance of the resource specifically if Native American resources are encountered.

C. Determination of Significance

- 1. The PI and Native American consultant/monitor, where Native American resources are discovered shall evaluate the significance of the resource. If Human Remains are involved, follow protocol in Section IV below.
 - a. The PI shall immediately notify MMC by phone to discuss significance determination and shall also submit a letter to MMC indicating whether additional mitigation is required.
 - b. If the resource is significant, the PI shall submit an Archaeological Data Recovery Program (ADRP) and obtain written approval of the program from MMC, CM and RE. ADRP and any mitigation must be approved by MMC, RE and/or CM before ground disturbing activities in the area of discovery will be allowed to resume.

Note: If a unique archaeological site is also an historical resource as defined in CEQA Section 15064.5, then the limits on the amount(s) that a project applicant may be required to pay to cover mitigation costs as indicated in CEQA Section 21083.2 shall not apply.

- (1). Note: For pipeline trenching and other linear projects in the public Right-of-Way, the PI shall implement the Discovery Process for Pipeline Trenching projects identified below under "D."
- c. If the resource is not significant, the PI shall submit a letter to MMC indicating that artifacts will be collected, curated, and documented in the Final Monitoring Report. The letter shall also indicate that that no further work is required.
 - (1). Note: For Pipeline Trenching and other linear projects in the public Rightof-Way, if the deposit is limited in size, both in length and depth; the information value is limited and is not associated with any other resource; and there are no unique features/artifacts associated with the deposit, the discovery should be considered not significant.
 - (2). Note, for Pipeline Trenching and other linear projects in the public Right-of-Way, if significance can not be determined, the Final Monitoring Report and Site Record (DPR Form 523A/B) shall identify the discovery as Potentially Significant.
- D. Discovery Process for Significant Resources Pipeline Trenching and other Linear Projects in the Public Right-of-Way

The following procedure constitutes adequate mitigation of a significant discovery encountered during pipeline trenching activities or for other linear project types within the Public Right-of-Way including but not limited to excavation for jacking pits, receiving pits, laterals, and manholes_to reduce impacts to below a level of significance:

- 1. Procedures for documentation, curation and reporting
 - a. One hundred percent of the artifacts within the trench alignment and width shall be documented in-situ, to include photographic records, plan view of the trench and profiles of side walls, recovered, photographed after cleaning and analyzed and curated. The remainder of the deposit within the limits of excavation (trench walls) shall be left intact.
 - b. The PI shall prepare a Draft Monitoring Report and submit to MMC via the RE as indicated in Section VI-A.
 - c. The PI shall be responsible for recording (on the appropriate State of California Department of Park and Recreation forms-DPR 523 A/B) the resource(s)

encountered during the Archaeological Monitoring Program in accordance with the City's Historical Resources Guidelines. The DPR forms shall be submitted to the South Coastal Information Center for either a Primary Record or SDI Number and included in the Final Monitoring Report.

d. The Final Monitoring Report shall include a recommendation for monitoring of any future work in the vicinity of the resource.

IV. Discovery of Human Remains

If human remains are discovered, work shall halt in that area and no soil shall be exported off-site until a determination can be made regarding the provenance of the human remains; and the following procedures as set forth in CEQA Section 15064.5(e), the California Public Resources Code (Sec. 5097.98) and State Health and Safety Code (Sec. 7050.5) shall be undertaken:

A. Notification

- 1. Archaeological Monitor shall notify the RE or BI as appropriate, MMC, and the PI, if the Monitor is not qualified as a PI. MMC will notify the appropriate Senior Planner in the Environmental Analysis Section (EAS) of the Development Services Department to assist with the discovery notification process.
- 2. The PI shall notify the Medical Examiner after consultation with the RE, either in person or via telephone.

B. Isolate discovery site

- Work shall be directed away from the location of the discovery and any nearby area reasonably suspected to overlay adjacent human remains until a determination can be made by the Medical Examiner in consultation with the PI concerning the provenience of the remains.
- 2. The Medical Examiner, in consultation with the PI, will determine the need for a field examination to determine the provenience.
- 3. If a field examination is not warranted, the Medical Examiner will determine with input from the PI, if the remains are or are most likely to be of Native American origin.

C. If Human Remains ARE determined to be Native American

1. The Medical Examiner will notify the Native American Heritage Commission (NAHC) within 24 hours. By law, **ONLY** the Medical Examiner can make this call.

- 2. NAHC will immediately identify the person or persons determined to be the Most Likely Descendent (MLD) and provide contact information.
- 3. The MLD will contact the PI within 24 hours or sooner after the Medical Examiner has completed coordination, to begin the consultation process in accordance with CEQA Section 15064.5(e), the California Public Resources and Health & Safety Codes.
- 4. The MLD will have 48 hours to make recommendations to the property owner or representative, for the treatment or disposition with proper dignity, of the human remains and associated grave goods.
- 5. Disposition of Native American Human Remains will be determined between the MLD and the PI, and, if:
 - a. The NAHC is unable to identify the MLD, OR the MLD failed to make a recommendation within 48 hours after being notified by the Commission, OR;
 - b. The landowner or authorized representative rejects the recommendation of the MLD and mediation in accordance with PRC 5097.94 (k) by the NAHC fails to provide measures acceptable to the landowner, THEN
 - c. To protect these sites, the landowner shall do one or more of the following:
 - (1) Record the site with the NAHC;
 - (2) Record an open space or conservation easement; or
 - (3) Record a document with the County.
 - d. Upon the discovery of multiple Native American human remains during a ground disturbing land development activity, the landowner may agree that additional conferral with descendants is necessary to consider culturally appropriate treatment of multiple Native American human remains. Culturally appropriate treatment of such a discovery may be ascertained from review of the site utilizing cultural and archaeological standards. Where the parties are unable to agree on the appropriate treatment measures the human remains and items associated and buried with Native American human remains shall be reinterred with appropriate dignity, pursuant to Section 5.c., above.

D. If Human Remains are **NOT** Native American

- 1. The PI shall contact the Medical Examiner and notify them of the historic era context of the burial.
- 2. The Medical Examiner will determine the appropriate course of action with the PI and City staff (PRC 5097.98).

 If the remains are of historic origin, they shall be appropriately removed and conveyed to the San Diego Museum of Man for analysis. The decision for internment of the human remains shall be made in consultation with MMC, EAS, the applicant/landowner, any known descendant group, and the San Diego Museum of Man.

V. Night and/or Weekend Work

- A. If night and/or weekend work is included in the contract
 - 1. When night and/or weekend work is included in the contract package, the extent and timing shall be presented and discussed at the precon meeting.
 - 2. The following procedures shall be followed.
 - a. No Discoveries

In the event that no discoveries were encountered during night and/or weekend work, the PI shall record the information on the CSVR and submit to MMC via fax by 8AM of the next business day.

b. Discoveries

All discoveries shall be processed and documented using the existing procedures detailed in Sections III - During Construction, and IV - Discovery of Human Remains. Discovery of human remains shall always be treated as a significant discovery.

- c. Potentially Significant Discoveries
 - If the PI determines that a potentially significant discovery has been made, the procedures detailed under Section III During Construction and IV-Discovery of Human Remains shall be followed.
- d. The PI shall immediately contact the RE and MMC, or by 8AM of the next business day to report and discuss the findings as indicated in Section III-B, unless other specific arrangements have been made.
- B. If night and/or weekend work becomes necessary during the course of construction
 - 1. The Construction Manager shall notify the RE, or BI, as appropriate, a minimum of 24 hours before the work is to begin.
 - 2. The RE, or BI, as appropriate, shall notify MMC immediately.
- C. All other procedures described above shall apply, as appropriate.

VI. Post Construction

A. Submittal of Draft Monitoring Report

- 1. The PI shall submit two copies of the Draft Monitoring Report (even if negative), prepared in accordance with the Historical Resources Guidelines (Appendix C/D) which describes the results, analysis, and conclusions of all phases of the Archaeological Monitoring Program (with appropriate graphics) to MMC via the RE for review and approval within 90 days following the completion of monitoring. It should be noted that if the PI is unable to submit the Draft Monitoring Report within the allotted 90-day timeframe as a result of delays with analysis, special study results or other complex issues, a schedule shall be submitted to MMC establishing agreed due dates and the provision for submittal of monthly status reports until this measure can be met.
 - For significant archaeological resources encountered during monitoring, the Archaeological Data Recovery Program or Pipeline Trenching Discovery Process shall be included in the Draft Monitoring Report.
 - b. Recording Sites with State of California Department of Parks and Recreation
 The PI shall be responsible for recording (on the appropriate State of California Department of Park and Recreation forms-DPR 523 A/B) any significant or potentially significant resources encountered during the Archaeological Monitoring Program in accordance with the City's Historical Resources
 Guidelines, and submittal of such forms to the South Coastal Information Center with the Final Monitoring Report.
- 2. MMC shall return the Draft Monitoring Report to the PI via the RE for revision or, for preparation of the Final Report.
- 3. The PI shall submit revised Draft Monitoring Report to MMC via the RE for approval.
- 4. MMC shall provide written verification to the PI of the approved report.
- 5. MMC shall notify the RE or BI, as appropriate, of receipt of all Draft Monitoring Report submittals and approvals.

B. Handling of Artifacts

1. The PI shall be responsible for ensuring that all cultural remains collected are cleaned and catalogued

2. The PI shall be responsible for ensuring that all artifacts are analyzed to identify function and chronology as they relate to the history of the area; that faunal material is identified as to species; and that specialty studies are completed, as appropriate.

C. Curation of artifacts: Accession Agreement and Acceptance Verification

- 1. The PI shall be responsible for ensuring that all artifacts associated with the survey, testing and/or data recovery for this project are permanently curated with an appropriate institution. This shall be completed in consultation with MMC and the Native American representative, as applicable.
- 2. When applicable to the situation, the PI shall include written verification from the Native American consultant/monitor indicating that Native American resources were treated in accordance with state law and/or applicable agreements. If the resources were reinterred, verification shall be provided to show what protective measures were taken to ensure no further disturbance occurs in accordance with Section IV – Discovery of Human Remains, Subsection C.
- 3. The PI shall submit the Accession Agreement and catalogue record(s) to the RE or BI, as appropriate for donor signature with a copy submitted to MMC.
- 4. The RE or BI, as appropriate shall obtain signature on the Accession Agreement and shall return to PI with copy submitted to MMC.
- 5. The PI shall include the Acceptance Verification from the curation institution in the Final Monitoring Report submitted to the RE or BI and MMC.

D. Final Monitoring Report(s)

- The PI shall submit one copy of the approved Final Monitoring Report to the RE or BI as appropriate, and one copy to MMC (even if negative), within 90 days after notification from MMC of the approved report.
- 2. The RE shall, in no case, issue the Notice of Completion until receiving a copy of the approved Final Monitoring Report from MMC which includes the Acceptance Verification from the curation institution.

VI. PUBLIC REVIEW DISTRIBUTION:

Draft copies or notice of this Mitigated Negative Declaration were distributed to:

State of California

California Coastal Commission

State Clearinghouse

City of San Diego

Councilmember Barbara Bry, District 1

City Attorney

Corrine Neuffer

Planning Department

Alyssa Muto

Gretchen Eichar

Thomas Park

Development Services Department

Courtney Holowach, EAS

Jeff Szymanski, EAS

Catherine Rom, Project Manager

LDR-Engineering

LDR-Geology

LDR-Landscaping

LDR-Planning

LDR-Transportation

Other

Carmen Lucas

South Coastal Information Center

San Diego Archaeological Center

San Diego Natural History Museum

Save Our Heritage Organization

Ron Christman

Clint Linton

Frank Brown - Inter-Tribal Cultural Resources Council

Campo Band of Mission Indians

San Diego County Archaeological Society, Inc.

Native American Heritage Commission

Kumeyaay Cultural Heritage Preservation

Kumeyaay Repatriation Committee

Native American Distribution

La Jolla Village News

La Jolla Shores Association

La Jolla Town Council

La Jolla Historical Society

La Jolla Community Planning Association

La Jolla Light

Patricia K. Miller

VII. RESULTS OF PUBLIC REVIEW:

- () No comments were received during the public input period.
- (x) Comments were received but did not address the accuracy or completeness of the draft environmental document. No response is necessary and the letters are incorporated herein.
- () Comments addressing the accuracy or completeness of the draft environmental document were received during the public input period. The letters and responses are incorporated herein.

Copies of the draft Mitigated Negative Declaration, the Mitigation, Monitoring and Reporting Program and any Initial Study material are available in the office of the Development Services Department for review, or for purchase at the cost of reproduction.

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Development Services Department

Analyst: Courtney Holowach

Attachments: Location Map Site Plan Date of Draft Report

6/2/20

4/27/20

Date of Final Report



San Diego County Archaeological Society, Inc.

Environmental Review Committee

6 May 2020

To:

Ms. Courtney Holowach

Development Services Department

City of San Diego

1222 First Avenue, Mail Station 501

San Diego, California 92101

Subject: Draft Mi

Draft Mitigated Negative Declaration

Concrete Street Psanel Replacement Coast Bouevard CDP SDP

Project No. 651033

Dear Ms. Holowach:

I have reviewed the subject DMND on behalf of this committee of the San Diego County Archaeological Society.

Based on the information contained in the DMND, we concur with the monitoring program and mitigation measures as specified therein.

SDCAS appreciates the opportunity to participate in the City's environmental review process.

Sincerely

Lames W. Royle, Jr., Charperson Environmental Review Committee

cc: SDCAS President

File

Comment noted.

Rincon Band of Luiseño Indians

CULTURAL RESOURCES DEPARTMENT

One Government Center Lane | Valley Center | CA 92082 (760) 749-1051 | Fax (760) 749-8901 | rincon-nsn.gov

May 1, 2020



Sent via email: DSDEAS@sandiego.gov City of San Diego Courtney Holowach 1222 First Avenue, MS 501 San Diego, CA 92101

Re: Concrete Street Panel Replacement Coast Blvd. CDP SDP; Project No. 651033, SAP No.: B-20046.02.06

Dear Ms. Holowach.

This letter is written on behalf of Rincon Band of Luiseño Indians, ("Rincon Band" or "Band"), a federally recognized Indian Tribe and sovereign government. We thank you for the opportunity to consult on the project.

The Band has received the Public Notice of a Draft Mitigated Negative Declaration for the above referenced project. The location identified within project documents is not within the Band's specific Area of Historic Interest (AHI).

At this time, we have no additional information to provide. We recommend that you directly contact a Tribe that is closer to the project and may have pertinent information.

Thank you for submitting this project for Tribal review. If you have additional questions or concerns, please do not hesitate to contact our office at your convenience at (760) 297-2635 or via electronic mail at crd@rincon-nsn.gov.

Thank you for the opportunity to protect and preserve our cultural assets.

Sincerely,

Cheryl Madrigal

Tribal Historic Preservation Officer

Cultural Resources Manager

Comment noted

John Constantino
Council Member

INITIAL STUDY CHECKLIST

- 1. Project title/Project number: Concrete Street Panel Replacement Coast Boulevard / 651033
- 2. Lead agency name and address: City of San Diego, 1222 First Avenue, MS-501, San Diego, California 92101
- 3. Contact person and phone number: Courtney Holowach (619) 446-5187
- 4. Project location: The project site is situated along portions of Coast Boulevard, Cave Street, and Prospect Place in the La Jolla Community Planning Area within Council District 1.
- 5. Project Applicant/Sponsor's name and address: Public Works Department, 525 B Street, San Diego, CA 92101
- 6. General/Community Plan designation: La Jolla
- 7. Zoning: RS-1-7, LJPD-1A, and LJPD-5
- 8. Description of project (Describe the whole action involved, including but not limited to, later phases of the project, and any secondary, support, or off-site features necessary for its implementation.):

A Site Development Permit (SDP) and Coastal Development Permit (CDP) to replace concrete panels on Coast Boulevard from Prospect Street to Girard Avenue, as well as Cave Street. Included in this project is the installation of ADA compliant curb ramps, driveways, and parking spaces. The project site is situated along portions of Coast Boulevard, Cave Street, and Prospect Place in the La Jolla Community Planning Area within Council District 1. The project site is located within the following base zoning designations: RS-1-7, LJPD-1A, and LJPD-5. The project site is bisected by the City of San Diego Coastal Zone-California Coastal Commission (CCC) Appealable and the City of San Diego Coastal Zone-CCC None Appealable. The total project area is 38,500 feet.

The project will include:

- Removal via saw-cutting of approximately 900 linear feet of existing concrete pavement roadway.
- Removal via saw-cutting of approximately 400 linear feet of existing curbs, gutters, sidewalks, and driveways.
- Construction of approximately 900 linear feet (previously 1,000 linear feet) of 7.5inch (previously 7.0-inch) concrete pavement roadway.
- Construction of approximately 400 linear feet of concrete sidewalks, curbs, gutters, and driveways.
- Construction of approximately 100 linear feet of concrete sidewalk, curb, and gutter along the existing DG path on the north side of the Cave Store parking lot.

- Installation of one 24-inch reinforced concrete pipe (RCP) approximately 700 linear feet (previously 670 linear feet) along Coast Boulevard (under roadway and sidewalk) with water tight joints for storm water conveyance.
- Installation of curb inlets and storm drain cleanouts.
- Abandon by filling with concrete slurry the existing storm drain pipe via inlet located in the parking lot.

For the abandonment of the existing outfall and construction of the new 24-inch RCP storm drain, construction access is anticipated to be from paved parking and existing right-of-way at the top of the bluff. All work will occur within paved right-of-way. The proposed storm drain would be constructed with an open cut trench. Four construction staging areas (10,000 square feet each) would be located along the roadway. The maximum excavation depth is 7.5 feet. The project would require excavation of approximately 450 cubic yards

9. Surrounding land uses and setting:

The proposed project is situated in the La Jolla Community Planning Area within Council District 1. The surrounding land uses are a mixture of commercial and residential development. All work is to take place within the paved right of way.

10. Other public agencies whose approval is required (e.g., permits, financing approval, or participation agreement):

California Coastal Commission

11. Have California Native American tribes traditionally and culturally affiliated with the project area requested consultation pursuant to Public Resources Code section 21080.3.1? If so, has consultation begun?

Yes, two Native American Tribes traditionally and culturally affiliated with the project area requested consultation pursuant to Public Resources Code Section 21080.3.1. The City of San Diego sent notification to these two Native American Tribes on November 20, 2020. Neither the lipay Nation of Santa Ysabel nor the Jamul Indian Village responded within the 30-day period requesting consultation and additional information. Please see Section XVII of the Initial Study for more information regarding the consultation.

Note: Conducting consultation early in the CEQA process allows tribal governments, lead agencies, and project proponents to discuss the level of environmental review, identify and address potential adverse impacts to tribal cultural resources, and reduce the potential for delay and conflict in the environmental review process. (See Public Resources Code section 21083.3.2.) Information may also be available from the California Native American Heritage Commission's Sacred Lands File per Public Resources Code section 5097.96 and the California Historical Resources Information System administered by the California Office of Historic Preservation. Please also note that Public Resources Code section 21082.3(c) contains provisions specific to confidentiality.

ENVIRONMENTAL FACTORS POTENTIALLY AFFECTED:

The environmental factors checked below would be potentially affected by this project, involving at least one impact that is a "Potentially Significant Impact" as indicated by the checklist on the following pages.						
	Aesthetics		Greenhouse Gas Emissions			Population/Housing
	Agriculture and Forestry Resources	☐ Materials	Hazards & Hazard s	lous		Public Services
	Air Quality		Hydrology/Water	Quality		Recreation
	Biological Resources		Land Use/Plannin	g 🗌	Transpoi	rtation/Traffic
\boxtimes	Cultural Resources	Mineral I	Resources	\boxtimes	Tribal Cu	ltural Resources
	Geology/Soils		Noise			Utilities/Service System
						Mandatory Findings Significance
DETER	MINATION: (To be com	pleted b	oy Lead Agency)		
On the b	asis of this initial evaluation:					
	The proposed project COUL be prepared.	D NOT ha	ve a significant effe	ect on the o	environme	ent, and a NEGATIVE DECLARATION will
		evisions ir	the project have b			ment, there will not be a significant eed to by the project proponent. A
	The proposed project MAY his required.	nave a sigr	nificant effect on th	e environr	ment, and	an ENVIRONMENTAL IMPACT REPORT
	on the environment, but at	east one ond (b) has	effect (a) has been s been addressed b	adequatel y mitigation	y analyzed on measui	ally significant unless mitigated" impact I in an earlier document pursuant to res based on the earlier analysis as red.
	Although the proposed project could have a significant effect on the environment, because all potentially significant effects (a) have been analyzed adequately in an earlier EIR or (MITIGATED) NEGATIVE DECLARATION pursuant to applicable standards, and (b) have been avoided or mitigated pursuant to that earlier EIR or (MITIGATED) NEGATIVE DECLARATION, including revisions or mitigation measures that are imposed upon the proposed project, nothing further is required.					

EVALUATION OF ENVIRONMENTAL IMPACTS:

- 1) A brief explanation is required for all answers except "No Impact" answers that are adequately supported by the information sources a lead agency cites in the parentheses following each question. A "No Impact" answer is adequately supported if the referenced information sources show that the impact simply does not apply to projects like the one involved (e.g., the project falls outside a fault rupture zone). A "No Impact answer should be explained where it is based on project specific factors as well as general standards (e.g., the project will not expose sensitive receptors to pollutants, based on a project-specific screening analysis.)
- 2) All answers must take account of the whole action involved, including off-site as well as on-site, cumulative as well as project-level, indirect as well as direct, and construction as well as operational impacts.
- 3) Once the lead agency has determined that a particular physical impact may occur, then the checklist answers must indicate whether the impact is potentially significant, less than significant with mitigation, or less than significant. "Potentially Significant Impact" is appropriate if there is substantial evidence that an effect may be significant. If there are one or more "Potentially Significant Impact" entries when the determination is made, an EIR is required.
- 4) "Negative Declaration: Less Than Significant With Mitigation Incorporated" applies where the incorporation of mitigation measures has reduced an effect from "Potentially Significant Impact" to a "Less Than Significant Impact." The lead agency must describe the mitigation measures, and briefly explain how they reduce the effect to a less than significant level (mitigation measures from "Earlier Analyses", as described in (5) below, may be cross-referenced).
- 5) Earlier analyses may be used where, pursuant to the tiering, program EIR, or other CEQA process, an effect has been adequately analyzed in an earlier EIR or (mitigated) negative declaration. *Section 15063(c)(3)(D).* In this case, a brief discussion should identify the following:
 - a. Earlier Analysis Used. Identify and state where they are available for review.
 - b. Impacts Adequately Addressed. Identify which effects from the above checklist were within the scope of and adequately analyzed in an earlier document pursuant to applicable legal standards, and state whether such effects were addressed by mitigation measures based on the earlier analysis.
 - c. Mitigation Measures. For effects that are "Less Than Significant With Mitigation Measures Incorporated", describe the mitigation measures that were incorporated or refined from the earlier document and the extent to which they address site-specific conditions for the project.
- 6) Lead agencies are encouraged to incorporate into the checklist references to information sources for potential impacts (e.g., general plans, zoning ordinances). Reference to a previously prepared or outside document should, where appropriate, include a reference to the page or pages where the statement is substantiated.
- 7) Supporting Information Sources: A source list should be attached, and other sources used or individuals contacted should be cited in the discussion.
- 8) This is only a suggested form, and lead agencies are free to use different formats; however, lead agencies should normally address the questions from this checklist that are relevant to a project's environmental effects in whatever format is selected.
- 9) The explanation of each issue should identify:
 - a. The significance criteria or threshold, if any, used to evaluate each question; and
 - b. The mitigation measure identified, if any, to reduce the impact to less than significant.

I. AE	ST	HETICS – Would the project:					
	a)	Have a substantial adverse effect on a scenic vista?			\boxtimes		
The proposed project is the replacement of existing infrastructure and would not he substantial adverse effect on a scenic vista. The project would replace an existing salong with curb and gutter and 700 lineal feet of RCP. Although the Pacific Ocean is to the west of the project an at grade sidewalk and below grade RCP would not impotential view.							
		While construction equipment would all construction equipment would be returned to its present condition vistas, the proposed project would and no mitigation would be required.	be removed at n. Since there have a less th	the end of const would be no per	truction and the manent change	e site would in public	
	b)	Substantially damage scenic resources, including but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?					
		See answer to I.a. above. In additional outcroppings, or historic buildings the boundaries of the proposed prostate scenic highway.	(Refer to V.a.)	as none of these	features are lo	cated within	
	c)	Substantially degrade the existing visual character or quality of the site and its surroundings?				\boxtimes	
		See answer to I.a and I.b. above.					
	d)	Create a new source of substantial light or glare that would adversely affect day or nighttime views in the area?					
		The project does not include any not street lights, and the project would substantial sources of light would activities would occur during dayligh Outdoor Lighting Regulations per light	l not utilize hig be generated o ght hours. The	thly reflective ma during project co project would al:	terials. In addit nstruction, as c so be subject to	ion, no onstruction	
	en Mo im sig	iRICULTURAL AND FOREST RESOURCES: In divironmental effects, lead agencies may refeodel (1997) prepared by the California Deparpacts on agriculture and farmland. In determination in the entire	r to the California rtment of Conserv mining whether im s may refer to info	Agricultural Land Eva ation as an optional i ipacts to forest resou ormation compiled by	iluation and Site As model to use in ass irces, including tim / the California Dep	sessment essing berland, are partment of	

	oject and the Forest Legacy Assessment projectocols adopted by the California Air Resourc			nethodology provi	ded in Forest
a)	Converts Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?				
	The project site does not contain, a Unique Farmland, or Farmland of S prepared pursuant to the Farmland Resource Agency. Therefore, the pronon-agricultural use. No significant required.	tatewide Impo d Mapping and oject would n	ortance (Farmlan d Monitoring Prog ot result in the co	d), as show on gram of the Ca onversion of su	maps lifornia uch lands to
b)	Conflict with existing zoning for agricultural use, or a Williamson Act Contract?				
	Refer to response to II (a) above. The vicinity of the project site. The project underlying zone. The project does result.	ect is consiste	nt with the existir	ng land use an	d the
c)	Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code section 1220(g)), timberland (as defined by Public Resources Code section 4526), or timberland zoned Timberland Production (as defined by Government Code section 51104(g))?				
	The project would not conflict with timberland, or timberland zoned Ti timberland occur onsite. No impac	mberland Pro	duction. No desi	_	
d)	Result in the loss of forest land or conversion of forest land to non-forest use?				
	The project would not conflict with timberland, or timberland zoned Ti timberland occur onsite. No impac	mberland Pro	duction. No desi	_	
e)	Involve other changes in the existing environment, which, due to their location or nature, could result in conversion of Farmland to non-				\boxtimes

agricultural use or conversion of forest land to non-forest use?

No Impact, Refer to II (a) and (c) above.

III. AIR QUALITY – Where available, the significance criteria established by the applicable air quality management or air pollution control district may be relied on to make the following determinations – Would the project:						ement or air
	a)	Conflict with or obstruct implementation of the applicable air quality plan?				
		The San Diego Air Pollution Control Governments (SANDAG) are responsive for attainment and maintenance of Basin (SDAB). The County Regional and is updated on a triennial basis plans and control measures design The RAQS relies on information from SANDAG, including mobile and are projected growth in San Diego Commissions and then determine the through regulatory controls. CARE projections are based on population Diego County and the cities in the The RAQS relies on SANDAG grow land use plans developed by the control of the same plans. As such, projects the anticipated by local plans would be development that is greater than a projections, the project might be inpotentially significant cumulative in the same projections.	ementing the cards in the San in	lean air plan Diego Air ted in 1991, ne SDAPCD's r ozone (03). and garding ure ssions DAG growth ned by San neral plans. ends, and ment of their th the growth ect proposes s growth		
		The project is consistent with the Zoning designation for developme regional level with the underlying implementation of the RAQS. As s	ent. Therefore growth forecas	, the project woul sts in the RAQS, a	d be Consister nd would not	nt at a sub- obstruct
	b)	Violate any air quality standard or contribute substantially to an existing or projected air quality violation?			\boxtimes	
		Short-term Emissions (Construction Project construction activities wou heavy duty construction vehicles a necessary construction materials.	and motor veh	icles transporting	the constructi	on crew and

would generally result from the use of typical construction equipment that may include

excavation equipment, forklift, skip loader, and/or dump truck. Variables that factor into the total construction emissions potentially generated include the level of activity, length of construction period, number of pieces and types of equipment in use, site characteristics, weather conditions, number of construction personnel, and the amount of materials to be transported on or off-site. It is anticipated that construction equipment would be used on-site for four to eight hours a day; however, construction would be short-term and impacts to neighboring uses would be minimal and temporary.

Fugitive dust emissions are generally associated with land clearing and grading operations. Due to the nature and location of the project, construction activities are expected to create minimal fugitive dust, as a result of the disturbance associated with grading. Construction operations would include standard measures as required by the City of San Diego to reduce potential air quality impacts to less than significant. Therefore, impacts associated with fugitive dust are considered less than significant and would not violate an air quality standard or contribute substantially to an existing or projected air quality violation. Impacts related to short term emissions would be less than significant.

Long-term Emissions (Operational)

Long-term air emission impacts are those associated with stationary sources and mobile sources related to any change caused by a project. The project is the replacement of existing infrastructure and is not expected to produce stationary source emissions. The project is compatible with the surrounding development and is permitted by the community plan and zone designation. Based on the residential land use, project emissions over the long-term are not anticipated to violate any air quality standard or contribute substantially to an existing or projected air quality violation. Impacts would be less than significant.

Overall, the project is not expected to generate substantial emissions that would violate any air quality standard or contribute to an existing or projected air quality violation; therefore, impacts would be less than significant.

c)	Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is nonattainment under an applicable federal or state ambient air quality standard (including releasing emissions which		\boxtimes	
	exceed quantitative thresholds for ozone precursors)?			

As described above in response III (b), construction operations may temporarily increase the emissions of dust and other pollutants. However, construction emissions would be temporary and short-term in duration. Implementation of Best Management Practices (BMP's) would reduce potential impacts related to construction activities to a less than significant level. Therefore, the project would not result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under applicable federal or state ambient air quality standards. Impacts would be less than significant.

d)	Create objectionable odors affecting a substantial number of people?				
	Short-term (Construction) Odors would be generated from veconstruction of the project. Odors concentrations of unburned hydro architectural coatings. Such odors would not affect a substantial numsignificant.	produced dur carbons from are temporary	ring construction tailpipes of const	would be attrib ruction equipm cur at magnitu	utable to nent and des that
	<u>Long-term (Operational)</u> The replacement of infrastructure	is not expecte	d to generate odo	ors.	
IV. BIOI	LOGICAL RESOURCES – Would the project:				
a)	Have substantial adverse effects, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?				
	The proposed project is replacing is vegetation removal or trimming is contain sensitive biological resource directly or indirectly or through hall candidate, sensitive, or special state regulations, or by the California De Service. No impacts would occur.	proposed as poses. It would notes that modificates species in l	part of the project ot have substanti tions, on any spec ocal or regional p	The project ar al adverse effecties identified a lans, policies, o	ea does not cts, either s a r
b)	Have a substantial adverse effect on any riparian habitat or other community identified in local or regional plans, policies, and regulations or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?			\boxtimes	
	The proposed project is replacing in have a substantial adverse effect of local or regional plans, policies, and Game or U.S. Fish and Wildlife Serv	n any ripariar d regulations	habitat or other or by the Californ	community ide ia Department	ntified in of Fish and
c)	Have a substantial adverse effect on federally protected wetlands as defined by section 404 of the Clean Water Act (including but not limited to marsh, vernal pool, coastal, etc.) through direct			\boxtimes	

removal, filling, hydrological interruption, or other means?

The proposed project would replace infrastructure in a developed neighborhood. It would not have a substantial adverse effect on federally protected wetlands as defined by section 404 of the Clean Water Act (including but not limited to march, vernal pool, coastal, etc.) through direct removal filling, hydrological interruption or other means. Impacts would remain less than significant.

d)	Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?				
	The proposed project is replacing in species are not currently using the to due to the established urban dev	project area a	as a wildlife corrid	or nor are the	y expected
e)	Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?				
	The project does not occur within the	he City's Mult	i-Habitat Planning	Area and ther	efore does
	not conflict with City's MSCP Subare	ea Plan.			
f)	Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?				\boxtimes
	Please see IV E). The project does no conservation Plan.	ot conflict wit	h any other local,	regional, or st	ate habitat
V. CULT	FURAL RESOURCES – Would the project:				
a)	Cause a substantial adverse change in the significance of an historical resource as defined in §15064.5?		\boxtimes		
	The purpose and intent of the Histo Code (Chapter 14, Division 3, and A		•		•

Code (Chapter 14, Division 3, and Article 2) is to protect, preserve and, where damaged, restore the historical resources of San Diego. The regulations apply to all proposed development within the City of San Diego when historical resources are present on the premises. Before approving discretionary projects, CEQA requires the Lead Agency to identify and examine the significant adverse environmental effects which may result from

that project. A project that may cause a substantial adverse change in the significance of a historical resource may have a significant effect on the environment (sections 15064.5(b) and 21084.1). A substantial adverse change is defined as demolition, destruction, relocation, or alteration activities, which would impair historical significance (sections 15064.5(b)(1)). Any historical resource listed in, or eligible to be listed in the California Register of Historical Resources, including archaeological resources, is considered to be historically or culturally significant.

Many areas of San Diego County, including mesas and the coast, are known for intense and diverse prehistoric occupation and important archaeological resources. The region has been inhabited by various cultural groups spanning 10,000 years or more. The project site is located on the City of San Diego's Historical Resources Sensitivity map. Furthermore, the project site is located within an area of the Mission Beach Community Planning Area that require special considerations with respect to the high potential archaeological sensitivity for project grading that could reveal unknown prehistoric resources. Staff conducted a California Historical Resources Information System (CHRIS) search and no sites were found nearby.

The project includes storm drain improvements and installation infrastructure. Other work related to this project includes realigning storm drains, installing cleanouts, replacing damaged curb and gutters, and replacing damaged sidewalks. Although the proposed project is mainly within the existing disturbed right-of-way the potential to disturbed native soil does exist.

Based on the preceding analysis/discussion, there is a potential for the project to impact archaeological resources and mitigation measures related to historical resources (archaeology) is required. All potential impacts related to the presence of archeological resources at the site would be reduced and addressed through the purview of a qualified Archaeological and Native American monitor. Monitoring by these individuals would occur at all stages of ground-disturbing activities at the site. Furthermore, a Mitigation, Monitoring, and Reporting Program (MMRP), as detailed within Section V of the Mitigated Negative Declaration (MND), would be implemented to address this issue specifically. With implementation of the historical resources monitoring program, potential impacts on historical resources would be reduced to less than significant.

Built Environment

Historic property (built environment) surveys are required for properties which are 45 years of age or older and which have integrity of setting, location, design, materials, workmanship, feeling, and association. There are no existing structures on site. As such, no impacts would result.

b)	Cause a substantial adverse change in the significance of an archaeological resource pursuant to §15064.5?		
	Refer to response V (a) above.		

c)	Directly or indirectly destroy a unique			
	paleontological resource or site or			
	unique geologic feature?			

The proposed project site is underlain by the Baypoint Formation. The Baypoint Formation is assigned a high potential for fossil resources. The City's Significance Determination Threshold for a high sensitivity rating is grading greater than 1,000 cubic yards exported and cut of 10 feet or more in depth. According to the submitted development plans the proposed project would <u>not</u> exceed this threshold. <u>The project would require excavation of approximately 450 cubic yards to a depth of 7.5 feet.</u> Therefore, EAS determined that there would be a less than significant potentially impact to paleontological resources.

On Thursday, February 7, 2019, the California Coastal Commission certified the 11th Update to the Land Development Code which included Oridance-20919. This ordinance is an Ordinance Amending Chapter 14, Article 2, Division 1 of the San Diego Municipal Code by Amending Section 142.0101, Amending Section 142.0130 by Amending the Editors Note, and adding new Section 142.0151, Relating to Paleontological Resources and Grading Proposed as Part of the 11th Update to the Land Development Code. Therefore, impacts to Paleontological Resources will remain below a level of significance through regulatory compliance with 0-20919. The requirement for monitoring will be included as conditions of the permit as opposed to mitigation in the environmental document.

The following will become conditions of the permit for Paleontological Resources:

- 1. Prior to permit issuance or Bid Opening/Bid Award, whichever is applicable, the Assistant Deputy Director (ADD) Environmental designee shall verify that the requirements for Paleontological Monitoring have been noted on the applicable construction documents through the plan check process.
- 2. Monitoring Coordination (MMC)/Environmental Designee (ED) identifying the Principal Investigator (PI), Monitors, and all persons for the project and the names of all persons involved in the paleontological monitoring program, as identified in City of San Diego Land Development Manual for Paleontological Resources.
- 3. MMC/ED will provide a letter to the applicant confirming the qualifications of the PI, Monitors, and all persons involved in the paleontological monitoring of the project. Professional Qualifications shall meet the following standards:
 - a) The Principal Investigator (PI) should have a Ph.D. or M.S. in a field related to paleontology, such as geology or biology with an emphasis in paleobiology. Four cumulative years of full-time professional field, research, and museum experience in working with the geological formations of Southern California is required. Two of the four years must be in a supervisory capacity (crew chief or above).
 - b) Paleontological Monitors should have a B.S. in a field related to paleontology, such as geology or biology with an emphasis in paleobiology. Two cumulative years of full-

Prior to the start of work, the applicant shall obtain approval from MMC for any personnel changes associated with the monitoring program. d) Disturb and human remains, including \boxtimes П \Box those interred outside of dedicated cemeteries? Section IV of the MMRP contains provisions for the discovery of human remains. If human remains are discovered, work shall halt in that area and no soil shall be exported off-site until a determination can be made regarding the provenance of the human remains; and the following procedures as set forth in CEQA Section 15064.5(e), the California Public Resources Code (Sec. 5097.98) and State Health and Safety Code (Sec. 7050.5) shall be undertaken. Based upon the required mitigation measure impacts would be less than significant. VI. GEOLOGY AND SOILS - Would the project: a) Expose people or structures to potential substantial adverse effects, including the risk of loss, injury, or death involving: Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the П \boxtimes State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42. A Geotechnical Desktop Study was submitted for the proposed project (Allied Geotechnical Engineers, Inc., October 2019). The study concludes that the proposed improvements are not anticipated to increase geologic hazards. In addition, the project is not located within an Alquist-Priolo Fault Zone. Furthermore, the project would be required to comply with seismic requirement of the California Building Code, utilize proper engineering design and utilization of standard construction practices, to be verified at the building permit stage, in order to ensure that potential impacts based on regional geologic hazards would remain less than significant and mitigation is not required. M П Strong seismic ground shaking? As discussed above, the proposed project is not anticipated to increase geologic hazards. The site could be affected by seismic activity as a result of earthquakes on major active faults located throughout the Southern California area. The project would utilize proper

engineering design and utilization of standard construction practices, to be verified at the building permit stage, in order to ensure that potential impacts from regional geologic

hazards would remain less than significant and mitigation is not required.

time professional field, research, and museum experience in working with the

geological formations of Southern California is required.

	iii)	Seismic-related ground failure, including liquefaction?				
	haza shak in ar	reviously discussed, the propose ords. Liquefaction occurs when lo king, causing the soils to lose coh on increase in the potential for sei acts would be less than significar	oose, uncons lesion. Impl smic-related	solidated, water-la ementation of the	den soils are s project would	subject to d not result
	iv)	Landslides?				
	expo	project is replacing existing infra ose people or structure to potent th involving landslide.				
b)		ult in substantial soil erosion or the of topsoil?				
		project is replacing existing infra It in substantial soil erosion or th		•	the project wo	ould not
c)	that unst pote land	ocated on a geologic unit or soil is unstable, or that would become table as a result of the project, and entially result in on- or off-site dslide, lateral spreading, subsidence, efaction or collapse?				
	utiliz	r to VI.a. The project is not locate cation of standard construction p ess than significant.	_	-		
d)	in Ta Cod	ocated on expansive soil, as defined able 18-1-B of the Uniform Building e (1994), creating substantial risks fe or property?			\boxtimes	
	•	reviously discussed, the propose ords. Refer to VI.a.	ed project is	not anticipated to	increase geol	ogic
e)	sup _l alte syst	e soils incapable of adequately porting the use of septic tanks or rnative waste water disposal ems where sewers are not available the disposal of waste water?				
		r to VI.a. In addition, no septic or se of the project is replacement o			ns are propos	sed since the

VII. GREENHOUSE GAS EMISSIONS – Would the project:

a)	Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?			\boxtimes	
	The construction of the project is consistent with the land use and designated zone and would not be expected to have a significant impact related to greenhouse gases.				
	In December 2015, the City adopted a Climate Action Plan (CAP) that outlines the actions the City will undertake to achieve its proportional share of State greenhouse gas (GHG) emission reductions. The purpose of the Climate Action Plan Consistency Checklist (Checklist) is to, in conjunction with the CAP, provide a streamlined review process for proposed new development projects that are subject to discretionary review and trigger environmental review pursuant to the California Environmental Quality Act (CEQA).				
	Analysis of GHG emissions and porequired under CEQA. The CAP is a with CEQA Guidelines Section 1518 15130(d), and 15183(b), a project's effect may be determined not to b requirements of the CAP.	emissions in a nes Sections 15 cumulative GH0	ccordance 064(h)(3), G emissions		
	on a project-by-project basis to en CAP are achieved. Implementation is consistent with the CAP's assum identified GHG reduction targets. If through the use of this Checklist m GHG emissions. Projects that are reproject-specific analysis of GHG en GHG emissions and incorporation	hecklist is part of the CAP and contains measures that are required to be incroject-by-project basis to ensure that the specified emissions targets identified an achieved. Implementation of these measures would ensure that new devisions with the CAP's assumptions for relevant CAP strategies toward achiefied GHG reduction targets. Projects that are consistent with the CAP as detign the use of this Checklist may rely on the CAP for the cumulative impacts emissions. Projects that are not consistent with the CAP must prepare a concit-specific analysis of GHG emissions, including quantification of existing and emissions and incorporation of the measures in this Checklist to the extent lative GHG impacts would be significant for any project that is not consistent			
	The proposed project is not resulting in new occupancy buildings from which GHG emissions reductions could be achieved and therefore is not required to complete Step 2 of the Checklist per footnote 5. Therefore, Step 1 of the Climate Action Plan (CAP) Consistency Checklist, the proposed project will have a less-than-significant impact on the environment, either directly or indirectly, because the proposed project is consistent with the existing General Plan and Community Plan land use and underlying zoning designations.				
b)	Conflict with an applicable plan, policy, or regulation adopted for the purpose of reducing the emissions of greenhouse gases?				

The project as proposed would not conflict with any applicable plan, policy, or regulation adopted for the purpose of reducing greenhouse gas emissions in that it would be constructed in an established suburban area with services and facilities available. In addition, the project is consistent with the underlying zone and land use designation.

VIII. HA	ZARDS AND HAZARDOUS MATERIALS – Would	d the project:			
a)	Create a significant hazard to the public or the environment through routine transport, use, or disposal of hazardous materials?			\boxtimes	
	The project site was not listed in an being listed in the State Water Resoleaking underground fuel tank sites Program or the Department of Tox System, which includes CORTESE si	ources Control s inclusive of s ic Substances	Board GeoTrack pills, leaks, inves	er system, whi tigations, and c	ch includes :leanups
	Construction activities for the project materials including vehicle fuels, oil and other finishing materials, clean However, the use of these hazardous materials would be stormanufacturers' specifications, applications. As such, impacts associated materials would be less than significant materials would be less than significant materials.	ls, transmissioning solvents, as materials wed, used, and icable federal, itated with the	on fluids, paint, action fluids, paint, action for fluids for fluid particular fluids for fluids for fluids	dhesives, surfar r landscaping p ary, and all pote cordance with nealth and safe	ce coatings ourposes. entially ety
b)	Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?				
	Refer to response VIII (a) above.				
c)	Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?				\boxtimes
	The proposed project location is no school. Therefore, project would no acutely hazardous materials, substaproposed school. No impact would	ot emit hazard ances, or wast	ous emissions o	handle hazard	dous or

d)	Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?				\boxtimes
	A hazardous waste site records sea https://geotracker.waterboards.ca.g sites exist onsite or in the surround	gov/ The reco	ds search showe	d that no haza	
e)	For a project located within an airport land use plan or, where such a plan has not been adopted, within two mile of a public airport or public use airport, would the project result in a safety hazard for people residing or working in the project area?				\boxtimes
	The proposed project is not located public airport or public use airport.		•	n or within two	o miles of a
f)	For a project within the vicinity of a private airstrip, would the project result in a safety hazard for people residing or working in the project area?				\boxtimes
	The proposed project is not located result.	within the vio	cinity of a private	airstrip. No im	pacts would
g)	Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?				\boxtimes
	The project is replacement of existing or physically interfere with an adop plan. No impacts would result.				
h)	Expose people or structures to a significant risk of loss, injury or death involving wildland fires, including where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands?				\boxtimes
	The proposed project is the replace people or structures to a significant including where wildlands are adjace intermixed with wildlands. No impa	risk of loss, in ent to urbani	njury or death inv zed areas or whe	olving wildlan	d fires,

IX. HYDROLOGY AND WATER QUALITY $\,$ - Would the project:

a)	Violate any water quality standards or waste discharge requirements?			\boxtimes	
	The project would comply with all story construction, and appropriate Best Ma provided for on-site. Implementation of existing standards and discharge regul Conditions of Approval; therefore, implemeasures are required.	nagement Pra of theses BMP' lations. This wi	ctices (BMP's) v s would preclud ill be addressed	will be utilized a de any violation d through the pi	s of roject's
b)	Substantially deplete groundwater supplies or interfere substantially with groundwater recharge such that there would be a net deficit in aquifer volume or a lowering of the local groundwater table level (e.g., the production rate of pre-existing nearby wells would drop to a level which would not support existing land uses or planned uses for which permits have been granted)?				
	The project does not require the const infrastructure. The construction of the it would not substantially deplete grou groundwater recharge such that there of the local groundwater table level. In	project may g ndwater supp would be a ne	enerate an incr lies or interfere et deficit in aqui	emental use of substantially wifer volume or a	water but vith
c)	Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, in a manner, which would result in substantial erosion or siltation on- or off-site?				
	The project would not substantially alto Streams or rivers do not occur on or accurate two would implement on-site BMPs siltation on- or off-site would not occur mitigation measures are required.	djacent to the s, therefore en	site. Although suring that sub	grading is propostantial erosion	osed, the or
d)	Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, or substantially increase the rate or amount of surface runoff in a manner, which would result in flooding on- or off-site?				
	The project is replacing existing infrast development principles ensuring that a runoff resulting in flooding on or off-si	a substantial ir	ncrease in the r	ate or amount o	

	Impacts would be less than signific	ant, and no m	itigation measur	es are required	
e)	Create or contribute runoff water, which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff?				
	The project is replacing existing in that would create or contribute ru planned stormwater drainage syst runoff. Impacts would be less than	noff water, wh ems or provid	ich would exceed	l the capacity o	f existing or
f)	Otherwise substantially degrade water quality?			\boxtimes	
	The project would comply with all construction. Appropriate BMP's widegraded. Impacts would be less	ould be imple	mented to ensur	e that water qu	ality is not
g)	Place housing within a 100-year flood hazard area as mapped on a federal Flood Hazard Boundary or Flood Insurance Rate Map or other flood hazard delineation map?				\boxtimes
	The project is the reconstruction of a 100-year flood hazard as mappe Rate Map or other flood hazard de	d on a federal	Flood Hazard Bo	undary or Floo	-
h)	Place within a 100-year flood hazard area, structures that would impede or redirect flood flows?				\boxtimes
	See Response (IX) (g). No impacts	would result.			
X. LANI	O USE AND PLANNING – Would the project:				
a)	Physically divide an established community?				
	The proposed project would not p replacing already existing infrastru		e an established o	community sind	e it is
b)	Conflict with any applicable land use plan, policy, or regulation of an agency with jurisdiction over the project (including but not limited to the general plan, specific plan, local coastal program, or zoning ordinance) adopted			\boxtimes	

pattern would not occur. Streams or rivers do not occur on or adjacent to the project site.

The project would not conflict with any applicable land use plan, policy, or regulation of an agency with jurisdiction over the project (including but not limited to the general plan, specific plan, local coastal program, or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect. Conflict with any applicable habitat \bowtie conservation plan or natural community conservation plan? See Response X (a) through (b). All potential impacts related to the presence of biological resources. No impacts would occur. XI. MINERAL RESOURCES - Would the project: Result in the loss of availability of a known mineral resource that would be П П \boxtimes of value to the region and the residents of the state? The proposed project would not result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state. b) Result in the loss of availability of a locally important mineral resource Xrecovery site delineated on a local general plan, specific plan or other land use plan? The proposed project would not result in the loss of availability of a locally important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan. XII. NOISE – Would the project result in: Generation of, noise levels in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies? The proposed project would not result in the generation of, noise levels in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies. Any short-term noise impacts related to construction activities would be required to comply with the construction hours specified in the City's Municipal Code (Section 59.5.0404, Construction Noise), which are intended to reduce potential adverse effects resulting from construction noise. Generation of, excessive ground borne \square П vibration or ground borne noise levels?

for the purpose of avoiding or mitigating an environmental effect?

	See response XII (a) above. Potentia reduced through compliance with C occur, and no mitigation measures a	ity restriction			
c)	A substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project?			\boxtimes	
	See response XII (a) above. Potentia reduced through compliance with C occur, and no mitigation measures a	ity restriction			
d)	A substantial temporary or periodic increase in ambient noise levels in the project vicinity above existing without the project?			\boxtimes	
	See response XII (a) above. Potentia reduced through compliance with C occur, and no mitigation measures a	ity restriction			
e)	For a project located within an airport land use plan, or, where such a plan has not been adopted, within two miles of a public airport or public use airport would the project expose people residing or working in the area to excessive noise levels?				
	The proposed project is not located public airport or public use airport.		•		o miles of a
f)	For a project within the vicinity of a private airstrip, would the project expose people residing or working in the project area to excessive noise levels?				\boxtimes
	The proposed project is not located	within the vio	inity of a private	airstrip.	

XIII.	РО	PULAT	TION AND HOUSING – Would the project	:			
	a)	an a pro or i exte	uce substantial population growth in area, either directly (for example, by posing new homes and businesses) ndirectly (for example, through ension of roads or other astructure)?				\boxtimes
		dire	proposed project would not ind ctly (for example, by proposing rugh extension of roads or other	new homes a	ınd businesses) oı		
	b)	exis con	place substantial numbers of sting housing, necessitating the struction of replacement housing where?				
		wou	project does not propose any hold Id not displace substantial number placement housing elsewhere.	_	•	_	
	c)	pec	place substantial numbers of ple, necessitating the construction eplacement housing elsewhere?				
			project does not propose any he ple, necessitating the construction	_	•		nbers of
XIV.	PU	BLIC S	ERVICES				
	a)	phy con	uld the project result in substantial adversically altered governmental facilities, no struction of which could cause significar ons, response times or other performan	eed for new or p nt environmenta	physically altered gove al impacts, in order to	rnmental facilities maintain acceptat	, the
		i)	Fire protection				\boxtimes
		The	project would not require the co	onstruction c	f new fire protect	ion facilities.	
		ii)	Police protection				
		The	project would not require the co	onstruction c	f new police prote	ection facilities	
		iii)	Schools				\boxtimes
		The	project would not require the co	onstruction c	f new schools.		
		iv)	Parks				\boxtimes
		The	project would not require the co	onstruction c	f new parks.		

		v) Other public faci	lities				\boxtimes
		The project would	not require the cor	nstruction of any	other new publ	ic facilities.	
XV. RI	ECI	REATION					
ć	а)	Would the project inc existing neighborhoo parks or other recrea such that substantial deterioration of the fa or be accelerated?	d and regional tional facilities physical				
		· ·	not increase the us es such that substa	_	-		
ŀ	0)	Does the project inclu facilities or require th expansion of recreati which might have an effect on the environi	e construction or onal facilities, adverse physical				
		facilities or require	replacement of exise the construction call effect on the env	or expansion of r			
XVI. T	RA	NSPORTATION/TRAFFIC	C – Would the project?				
ć	а)	Conflict with an applic ordinance or policy exmeasures of effective performance of the citaking into account all transportation includ and non-motorized transportation of the citacluding but not limitintersections, streets, freeways, pedestrian and mass transit?	stablishing ness for the rculation system, I modes of ing mass transit avel and relevant rculation system, ted to highways and				
		measures of effect all modes of trans components of the	not conflict with ar liveness for the per portation including circulation system ways, pedestrian a	formance of the mass transit an n, including but r	circulation system d non-motorized not limited to inte	em, taking into I travel and re ersections, str	account levant
ł	0)	Conflict with an applic management prograr not limited to level of and travel demand m	n, including, but service standards				

designated roads or highways? The project would not conflict with an applicable congestion management program, including, but not limited to level of service standards and travel demand measures, or other standards established by the county congestion management agency for designated roads or highways. Result in a change in air traffic patterns, including either an increase in traffic \square П П levels or a change in location that results in substantial safety risks? The project would not result in a change in air traffic patterns, including either an increase in traffic levels or a change in location that results in substantial safety risks. Substantially increase hazards due to a design feature (e.g., sharp curves or \Box \boxtimes dangerous intersections) or incompatible uses (e.g., farm equipment)? The project is the replacement of existing infrastructure. It would not substantially increase hazards due to a design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment). Result in inadequate emergency Xaccess? The project is the replacement of existing infrastructure. It would not result in inadequate emergency access. Conflict with adopted policies, plans, or programs regarding public transit, \square bicycle, or pedestrian facilities, or П П П otherwise decrease the performance or safety of such facilities? The project would not conflict with adopted policies, plans, or programs regarding public transit, bicycle, or pedestrian facilities, or otherwise decrease the performance or safety of such facilities. XVII. TRIBAL CULTURAL RESOURCES - Would the project cause a substantial adverse change in the significance of a tribal cultural resource, defined in Public Resources Code section 21074 as either a site, feature, place, cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a

 \boxtimes

California Native American tribe, and that is:

Listed or eligible for listing in the California Register of Historical

Resources, or in a local register of

historical resources as defined in Public Resources Code section 5020.1(k), or

standards established by the county congestion management agency for

5020.1(k). b) A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code section 5024.1. In applying the criteria set forth in subdivision (c) of Public Resource Code section 5024.1, the lead agency shall consider the significance of the resource to a California Native American tribe. Assembly Bill 52 (AB 52) requires as part of CEQA, evaluation of tribal cultural resources, notification of tribes, and opportunity for tribes to request a consultation regarding impacts to tribal cultural resources when a project is determined to require a Negative Declaration, Mitigated Negative Declaration or Environmental Impact Report under CEQA. In compliance with AB-52, the City notified all tribes that have previously requested such notification for projects within the City of San Diego. On November 20, 2019 the City of San Diego sent notification to the lipay Nation of Santa Ysabel and the Jamul Indian Village for the purposes of AB 52. Neither tribe responded during the 30-day notification period. Therefore, staff determined no additional mitigation measures were needed to address this issue area in addition to what had already been recommended for the project which will be incorporated into the Mitigation, Monitoring, and Reporting Program (MMRP). XVIII. UTILITIES AND SERVICE SYSTEMS - Would the project: a) Exceed wastewater treatment \boxtimes requirements of the applicable Regional Water Quality Control Board? The proposed project would not exceed wastewater treatment requirements of the applicable Regional Water Quality Control Board. b) Require or result in the construction of new water or wastewater treatment facilities or expansion of existing \boxtimes facilities, the construction of which could cause significant environmental effects? The proposed project would not require or result in the construction of new water or wastewater treatment facilities or expansion of existing facilities, the construction of which could cause significant environmental effects. Require or result in the construction of new storm water drainage facilities or \Box \mathbb{M} expansion of existing facilities, the

The project is not listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in Public Resources Code section

The proposed project would not require or result in the construction of new storm water drainage facilities or expansion of existing facilities, the construction of which could cause significant environmental effects. d) Have sufficient water supplies available to serve the project from existing \boxtimes entitlements and resources, or are new or expanded entitlements needed? The replacement of infrastructure would not cause a need for expanded water supplies. e) Result in a determination by the wastewater treatment provider which serves or may serve the project that it has adequate capacity to serve the П X project's projected demand in addition to the provider's existing commitments? The proposed project is the replacement of existing infrastructure. It would not result in a determination by the wastewater treatment provider which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments. Be served by a landfill with sufficient permitted capacity to accommodate \boxtimes the project's solid waste disposal needs? The proposed project is the replacement of existing infrastructure. It would be served by a landfill with sufficient permitted capacity to accommodate the project's solid waste disposal needs. Comply with federal, state, and local \bowtie statutes and regulation related to solid waste?

The proposed project would comply with federal, state, and local statutes and regulation

related to solid waste.

construction of which could cause significant environmental effects?

XIX. MANDATORY FINDINGS OF SIGNIFICANCE -Does the project have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below selfsustaining levels, threaten to eliminate Xa plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory? This analysis has determined that, although there is the potential of significant impacts related to Cultural Resources (Archaeology) and Tribal Cultural Resources. As such, mitigation measures included in this document would reduce these potential impacts to a less than significant level as outlined within the Mitigated Negative Declaration. b) Does the project have impacts that are individually limited but cumulatively considerable ("cumulatively considerable" means that the incremental effects of a project are \boxtimes considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects)? Cumulative impacts can result from individually minor but collectively significant actions taking place over time. For the purpose of this Initial Study, the project may have cumulative considerable impacts to Cultural Resources (Archaeology) and Tribal Cultural Resources. As such, mitigation measures included in this document would reduce these potential impacts to a less than significant. Other future projects within the surrounding neighborhood or community would be required to comply with applicable local, State, and Federal regulations to reduce potential impacts to less than significant, or to the extent possible. As such, the project is not anticipated to contribute to potentially significant cumulative environmental impacts. Does the project have environmental effects that will cause substantial \boxtimes П \Box

The reconstruction of existing infrastructure is consistent with the setting and with the use anticipated by the City. Based on the analysis presented above, implementation of the aforementioned mitigation measures would reduce environmental impacts such that no substantial adverse effects on humans would occur.

adverse effects on human beings, either directly or indirectly?

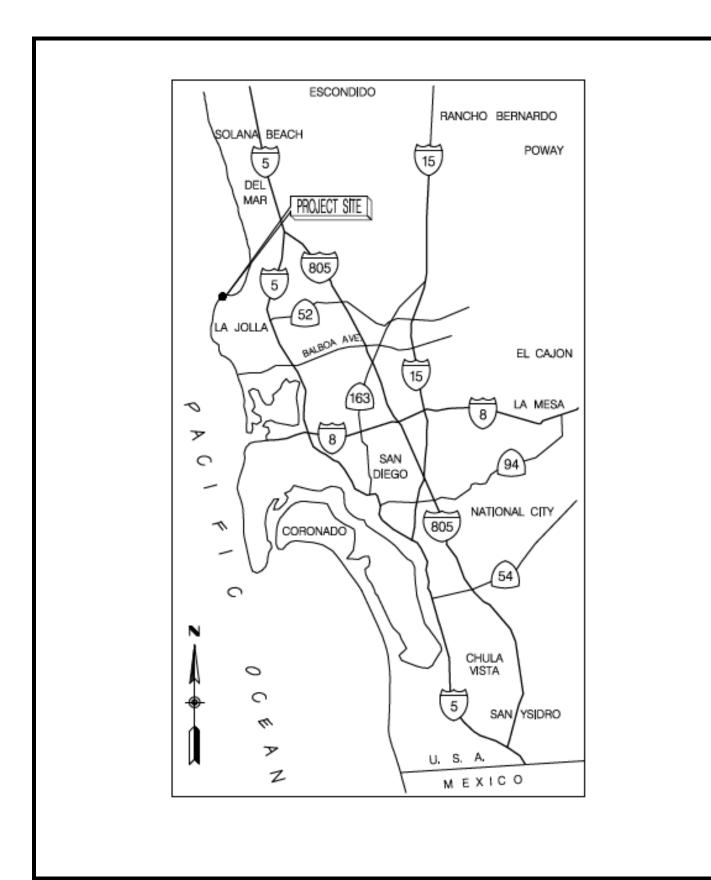
INITIAL STUDY CHECKLIST REFERENCES

I. □ ⊠	Aesthetics / Neighborhood Character City of San Diego General Plan Community Plans: La Jolla Community Plan
II.	Agricultural Resources & Forest Resources City of San Diego General Plan U.S. Department of Agriculture, Soil Survey - San Diego Area, California, Part I and II, 1973 California Agricultural Land Evaluation and Site Assessment Model (1997) Site Specific Report:
. 	Air Quality California Clean Air Act Guidelines (Indirect Source Control Programs) 1990 Regional Air Quality Strategies (RAQS) - APCD Site Specific Report:
IV.	Biology City of San Diego, Multiple Species Conservation Program (MSCP), Subarea Plan, 1997 City of San Diego, MSCP, "Vegetation Communities with Sensitive Species and Vernal Pools" Maps, 1996 City of San Diego, MSCP, "Multiple Habitat Planning Area" maps, 1997
	Community Plan - Resource Element California Department of Fish and Game, California Natural Diversity Database, "State and Federally-listed Endangered, Threatened, and Rare Plants of California," January 2001 California Department of Fish and Game, California Natural Diversity Database, "State and Federally-listed Endangered and Threatened Animals of California, "January 2001 City of San Diego Land Development Code Biology Guidelines Site Specific Report:
v.	Cultural Resources (includes Historical Resources and Built Environment) City of San Diego Historical Resources Guidelines City of San Diego Archaeology Library Historical Resources Board List Community Historical Survey: Site Specific Report:
VI.	Geology/Soils City of San Diego Seismic Safety Study U.S. Department of Agriculture Soil Survey - San Diego Area, California, Part I and II, December 1973 and Part III, 1975 Site Specific Report: Geotechical Desktop Study Coast Boulevard Between Prospect Place and Scripps Park, City of San Diego, Allied Geotechnical Engineers, October 2019

	Greenhouse Gas Emissions Site Specific Report:
VIII.	Hazards and Hazardous Materials San Diego County Hazardous Materials Environmental Assessment Listing San Diego County Hazardous Materials Management Division FAA Determination State Assessment and Mitigation, Unauthorized Release Listing, Public Use Authorized Airport Land Use Compatibility Plan Site Specific Report:
IX.	Hydrology/Drainage Flood Insurance Rate Map (FIRM) Federal Emergency Management Agency (FEMA), National Flood Insurance Program-Flood Boundary and Floodway Map Clean Water Act Section 303(b) list, http://www.swrcb.ca.gov/tmdl/303d_lists.html Site Specific Report:
x.	Land Use and Planning City of San Diego General Plan Community Plan Airport Land Use Compatibility Plan City of San Diego Zoning Maps FAA Determination: Other Plans:
XI.	Mineral Resources California Department of Conservation - Division of Mines and Geology, Mineral Land Classification Division of Mines and Geology, Special Report 153 - Significant Resources Maps City of San Diego General Plan: Conservation Element Site Specific Report:
XII.	Noise City of San Diego General Plan Community Plan San Diego International Airport - Lindbergh Field CNEL Maps Brown Field Airport Master Plan CNEL Maps Montgomery Field CNEL Maps San Diego Association of Governments - San Diego Regional Average Weekday Traffic Volumes San Diego Metropolitan Area Average Weekday Traffic Volume Maps, SANDAG Site Specific Report:

	Paleontological Resources City of San Diego Paleontological Guidelines Deméré, Thomas A., and Stephen L. Walsh, "Paleontological Resources City of San Diego," Department of Paleontology San Diego Natural History Museum, 1996 Kennedy, Michael P., and Gary L. Peterson, "Geology of the San Diego Metropolitan Area, California. Del Mar, La Jolla, Point Loma, La Mesa, Poway, and SW 1/4 Escondido 7 1/2 Minute Quadrangles," <i>California Division of Mines and Geology Bulletin</i> 200, Sacramento, 1975 Kennedy, Michael P., and Siang S. Tan, "Geology of National City, Imperial Beach and Otay Mesa Quadrangles, Southern San Diego Metropolitan Area, California," Map Sheet 29, 1977 Site Specific Report:
XIV.	Population / Housing City of San Diego General Plan Community Plan Series 11/Series 12 Population Forecasts, SANDAG Other:
xv. □	Public Services City of San Diego General Plan Community Plan
XVI.	Recreational Resources City of San Diego General Plan Community Plan Department of Park and Recreation City of San Diego - San Diego Regional Bicycling Map Additional Resources:
XVII.	Transportation / Circulation City of San Diego General Plan Community Plan: San Diego Metropolitan Area Average Weekday Traffic Volume Maps, SANDAG San Diego Region Weekday Traffic Volumes, SANDAG Site Specific Report:
XVIII. □	Utilities Site Specific Report:
XIX.	Water Conservation Sunset Magazine, New Western Garden Book, Rev. ed. Menlo Park, CA: Sunset Magazine
xx.	Water Quality Clean Water Act Section 303(b) list, http://www.swrcb.ca.gov/tmdl/303d_lists.html Site Specific Report:

Revised: August 2018



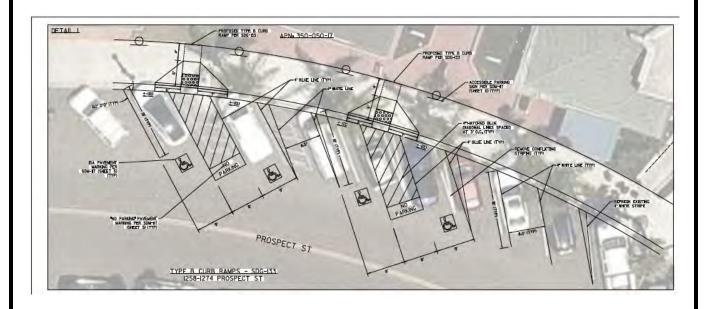


Location Map

Coast Blvd Concrete Panel Repair / Project No. 651033 City of San Diego – Development Services Department **FIGURE**

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Site Plan

Coast Blvd Concrete Panel Repair / Project No. 651033 City of San Diego – Development Services Department **FIGURE**

No. 2

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APPENDIX B

FIRE HYDRANT METER PROGRAM

CITY OF SAN DIEGO CALIFORNIA	NUMBER	DEPARTMENT
DEPARTMENT INSTRUCTIONS	DI 55.27	Water Department
SUBJECT		EFFECTIVE DATE
	PAGE 1 OF 10	
FIRE HYDRANT METER PROGRAM		October 15, 2002
(FORMERLY: CONSTRUCTION METER		
PROGRAM)		
	SUPERSEDES	DATED
	DI 55.27	April 21, 2000

1. **PURPOSE**

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

2. **AUTHORITY**

- 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.)

CITY OF SAN DIEGO CALIFORNIA	NUMBER	DEPARTMENT
DEPARTMENT INSTRUCTIONS	DI 55.27	Water Department
SUBJECT FIRE HYDRANT METER PROGRAM (FORMERLY: CONSTRUCTION METER	PAGE 2OF 10	October 15, 2002
PROGRAM)		
	SUPERSEDES	DATED
	DI 55.27	April 21, 2000

- 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.

CITY OF SAN DIEGO CALIFORNIA	NUMBER	DEPARTMENT
DEPARTMENT INSTRUCTIONS	DI 55.27	Water Department
SUBJECT		EFFECTIVE DATE
	PAGE 3OF 10	
FIRE HYDRANT METER PROGRAM		October 15, 2002
(FORMERLY: CONSTRUCTION METER		
PROGRAM)		
	SUPERSEDES	DATED
	DI 55.27	April 21, 2000

- 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

CITY OF SAN DIEGO CALIFORNIA	NUMBER	DEPARTMENT
DEPARTMENT INSTRUCTIONS	DI 55.27	Water Department
SUBJECT EVEN HAND AND METER PROCESSAM	PAGE 6OF 10	EFFECTIVE DATE
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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**

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	ВУ	

METER SHOP (619) 527-7449

Meter Information		Application Date	Reques	sted Install Date:	
Fire Hydrant Location: (Attac	h Detailed Map//Thomas Bros.	Map Location or Const	ruction drawing,) Zip:	<u>T.B.</u>	G.B. (CITY USE)
Specific Use of Water:					
Any Return to Sewer or Storm		7			
Estimated Duration of Meter ompany Information	Use:			Check E	Box if Reclaimed Water
Company Name:					
Mailing Address:					
City:	Stat	e: Z	p:	Phone: (j
*Business license#		*Cont	ractor license#	The second secon	
A Copy of the Contract	tor's license OR Busines	s License is requir	ed at the time	of meter issua	nce.
Name and Title of E	Billing Agent:			Phone: ()
Site Contact Name	and Title:			Phone: ()
Responsible Party N	Name:			Title:	
Cal ID#			Phone: (
Signature:		Da	te:		
Guarantees Payment of all Charge	es Resulting from the use of this Me	eter. Insures that employe	es of this Organization	understand the prop	er use of Fire Hydrant Meter
		÷ 13			-
Fire Hydrant Met	ter Removal Requ	iest	Requested R	emoval Date:	
Provide Current Meter Location	on if Different from Above:				
Signature:			Title:	_	Date:
Phone: ()		Pager:	()		
City Meter	Private Meter				
Contract Acct #:		Deposit Amount:	\$ 936.00	Fees Amount:	\$ 62.00
Meter Serial # Meter		Meter Size:	5	Meter Make and Style: 6-7	

Backflow Size:

Signature:

Backflow

Make and Style:

Date:

Backflow #

Name:

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 I	Hydrant Meter Service
Dear Water Department Customer:	
ends in 60 days and will be removed on of additional 90 days must be submitted in v	t Meter #, located at (Meter Location Address) or after (Date Authorization Expires). Extension requests for an writing for consideration 30 days prior to the discontinuation contact the Water Department, or mail your request for an
	City of San Diego Water Department
	Attention: Meter Services
	2797 Caminito Chollas San Diego, CA 92105-5097
Should you have any questions regarding	g this matter, please call the Fire Hydrant Hotline at (619)
·	
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):

RE Phone#: Fax#:

Contractor's Name:

Contractor's Address:

Invoice No.

Invoice No.

Invoice Date:

Billing Period: (To)

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 B. Approved Change Order #00 Thru #00 Total Retention Required as of this billing (Item E) \$0.00 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** 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.

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 MAP





Concrete Panel Replacement - Coast Blvd

SENIOR ENGINEER Ĩļŕ & Pǎëŕ ĭœ̀ .:r×Hguu#gvup PROJECT MANAGER PëYt j Ī oYr ôc ..rxH! gardb

FOR QUESTIONS ABOUT THIS PROJECT Call: 619-533-4207

Email: engineering@sandiego.gov



Legend

Concrete Street Panel Replacement

Storm Drain Replacement

SAP II

APPENDIX F

ADJACENT PROJECT MAP



Adjacent Projects to Concrete Panel Replacement-Coast Blvd



Legend

Concrete Street Panel Replacement

Storm Drain Replacement

SAP ID: B-20046/B-20076



APPENDIX G

SAMPLE ARCHAEOLOGY INVOICE

(FOR ARCHAEOLOGY ONLY) Company Name Address, telephone, fax

Date: Insert Date

To: Name of Resident Engineer

City of San Diego

Construction Management and

Field Services Division 9573 Chesapeake Drive San Diego, CA 92123-1304

Project Name: Insert Project Name

SAP Number (WBS/IO/CC): Insert SAP Number **Drawing Number:** Insert Drawing Number

Invoice period: Insert Date to Insert Date

Work Completed: Bid item Number – Description of Bid Item – Quantity – Unit Price– Amount

Detailed summary of work completed under this bid item: Insert detailed description of Work related to

Archaeology Monitoring Bid item. See Note 1 below.

Summary of charges:

Description of Services	Name	Start Date	End Date	Total	Hourly	Amount
				Hours	Rate	
Field Archaeologist	Joe Smith	8/29/2011	9/2/2011	40	\$84	\$3,360
Laboratory Assistant	Jane Doe	8/29/2011	9/2/2011	2	\$30	\$60
Subtotal						\$3,420

Work Completed: Bid item Number – Description of Bid Item – Quantity – Unit Price– Amount

Detailed summary of work completed under this bid item: Insert detailed description of Work related to Archaeology Curation/Discovery Bid item. See Note 2 below.

Summary of charges:

Description of Services	Where work occurred (onsite vs offsite/lab)	Name	Start Date	End Date	Total Hours	Hourly Rate	Amount
Field Archaeologist		Joe Smith	8/29/2011	9/2/2011	40	\$84	\$3,360
Laboratory Assistant		Jane Doe	8/29/2011	9/2/2011	2	\$30	\$60
Subtotal							\$3,420

Total this invoice:	\$
Total invoiced to date:	\$

Note 1:

For monitoring related bid items or work please include summary of construction work that was monitored from Station to Station, Native American monitors present, MMC coordination, status and nature of monitoring and if any discoveries were made.

Note 2:

For curation/discovery related bid items or work completed as part of a discovery and curation process, the PI must provide a response to the following questions along with the invoice:

- 1. Preliminary results of testing including tentative recommendations regarding eligibility for listing in the California Register of Historical Resources (California Register).
 - a. Please briefly describe your application (consideration) of all four California Register criteria.
 - b. If the resource is eligible under Criterion D, please define the important information that may be present.
 - c. Were specialized studies performed? How many personnel were required? How many Native American monitors were present?
 - d. What is the age of the resource?
 - e. Please define types of artifacts to be collected and curated, including quantity of boxes to be submitted to the San Diego Archaeological Center (SDAC). How many personnel were required? How many Native American monitors were present?
- 2. Preliminary results of data recovery and a definition of the size of the representative sample.
 - a. Were specialized studies performed? Please define types of artifacts to be collected and curated, including quantity of boxes to be submitted to the SDAC. How many personnel were required? How many Native American monitors were present?
- 3. What resources were discovered during monitoring?
- 4. What is the landform context and what is the integrity of the resources?
- 5. What additional studies are necessary?
- 6. Based on application of the California Register criteria, what is the significance of the resources?
 - a. If the resource is eligible for the California Register, can the resource be avoided by construction?
 - b. If not, what treatment (mitigation) measures are proposed? Please define data to be recovered (if necessary) and what material will be submitted to the SDAC for curation. Are any specialized studies proposed?

(After the first invoice, not all the above information needs to be re-stated, just revise as applicable).

APPENDIX H

SAMPLE OF PUBLIC NOTICE

FOR SAMPLE REFERENCE ONLY











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.
- 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

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

619-533-4207 | engineering@sandiego.gov | sandiego.gov/CIP



This information is available in alternative formats upon request.

APPENDIX I

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 402-2, "Protection", of the 2018 Whitebook.

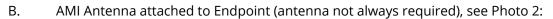
AMI technology allows water meters to be read electronically rather than through direct visual inspection by PUD field staff. This will assist PUD staff and customers in managing unusual consumption patterns which could indicate leaks or meter tampering on a customer's property.

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

A. Endpoints, see Photo 1:

Photo 1







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

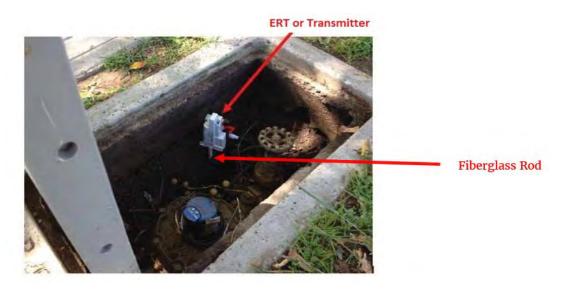


Photo 6 below is an example of disturbance that shall be avoided:

Photo 6



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.

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>PAL General Engineering, Inc.</u>, herein called "Contractor" for construction of **Concrete Panel Replacement - Coast Blvd**; Bid No. **K-21-1943-DBB-3**; in the amount of <u>Nine Hundred Ninety Three Thousand Four Hundred Fifty Two Dollars and Zero Cents (\$993,452.00)</u>, which is comprised of the Base Bid.

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 Concrete Panel Replacement Coast Blvd, on file in the office of Engineering & Capital Projects Department as Document No. **B-20046**, **B-20076**, 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 **Concrete Panel Replacement Coast Blvd**, Bid Number **K-21-1943-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)

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. **APPROVED AS TO FORM** THE CITY OF SAN DIEGO Mara W. Elliott, City Attorney Cassandra Mougin Print Name: <u>Stephen Samara</u> Print Name:___ **Deputy City Attorney Principal Contract Specialist Engineering & Capital Projects Department** 1/12/2021 Date: <u>January 15, 2021</u> Date:_ **CONTRACTOR** Print Name: Abd Jahshan President Title:_ Date: 9/18/2020 City of San Diego License No.: <u>B2008032175</u> State Contractor's License No.: 916931

DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) REGISTRATION NUMBER: _____1000004280

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.

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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	the undersigned
entered into and execute	d a contract with the City o	of San Diego, a mur	nicipal corporation, for:	
	Concrete Pane	el Replacement – (Coast Blvd	
		(Project Title)		
(WBS/IO/CC) B-20046 , that "all brush, trash, deb	ed in said contract a B-20076 ; and WHEREAS , ris, and surplus materials re ract has been completed a	the specification o	f said contract requires t roject have been dispose	he Contractor to affirm
	nsideration of the final par rsigned Contractor, does h the following location(s)	•	_	
and that they have been	disposed of according to a	ll applicable laws a	nd regulations.	
Dated this	DAY OF			
Ву:				
Contract	cor			
ATTEST:				
State of	County of			
	DAY OF, 2			
	oned and sworn, personally			
subscribed thereto, and a	cknowledged to me that s	Contractor namaid Contractor execution	ted in the foregoing Rele- cuted the said Release.	ase, and whose name is
Notary Public in and for s	aid County and State			

LIST OF SUBCONTRACTORS

*** PROVIDED FOR ILLUSTRATIVE PURPOSES ONLY *** TO BE SUBMITTED IN ELECTRONIC FORMAT ONLY*** 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 CERTIFIED②	CHECK IF JOINT VENTURE PARTNERSHIP
Name:_ Address:_ City:_ State:_ Zip:_ Phone:_ Email:_							
Name: Address: City: State: Zip: Phone: Email:							

①	As appropriate, Bidder shall identify Subcontractor as one of th	e following and shall in	nclude a valid proof of certification (except for OBE, SLBE and 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 certified	d 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	U.S. Small Business Administration	SBA

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

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 SDVOSB①	WHERE CERTIFIED②
Name:						
Address:						
City:						
State:						
Zip:Phone:						
Email:						
Name:						
Address:						
City:State:						
Zip:						
Phone:						
Email:						
As appropriate, Bidder shall identify Vendor/S	upplier as one of the following	ng and shall include a va	alid proof of cer	tification (except for OE	EE, SLBE and ELBE):	
Certified Minority Business Enterprise	MI	BE Certifi	ed Woman Bus	iness Enterprise		WBE
Certified Disadvantaged Business Enterprise				teran Business Enterpris	e	DVBE
Other Business Enterprise	OE			ocal Business Enterprise		ELBE
Certified Small Local Business Enterprise		SLBE Small Disadvantaged Business			11	SDB
Woman-Owned Small Business Service-Disabled Veteran Owned Small Bus		oSB HUBZ DVOSB	one Business		Н	UBZone

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

City of Los Angeles

U.S. Small Business Administration

State of California Department of Transportation

CITY

CA

CPUC

CADoGS

California Public Utilities Commission

State of California's Department of General Services

City of San Diego

State of California

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

2

CALTRANS

LA

SBA

ELECTRONICALLY SUBMITTED FORMS

FAILURE TO FULLY <u>COMPLETE</u> AND SUBMIT ANY OF THE FOLLOWING FORMS WILL DEEM YOUR BID NON-RESPONSIVE.

PLANETBIDS WILL NOT ALLOW FOR BID SUBMISSIONS WITHOUT THE ATTACHMENT OF THESE FORMS

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 (PRIME CONTRACTOR)
- E. DEBARMENT AND SUSPENSION CERTIFICATION (SUBCONTRACTORS/SUPPLIERS/MANUFACTURERS)

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

Bond No.: CMGB00008248

BID BOND

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

KNOW ALL MEN BY THESE PRESENTS,						
That PAL General Engineering, Inc.	as Principal,					
and Argonaut Insurance Company	as Surety, are held					
and firmly bound unto The City of San Diego hereina	fter called "OWNER," in the sum					
of 10% OF THEIR TOTAL BID AMOUNT for the payment of which	sum, well and truly to be made, we bind					
ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these						
presents.						
WHEREAS, said Principal has submitted a Bid to said OWNER to perform the WORK required under the bidding schedule(s) of the OWNER's Contract Documents entitled						
Concrete Panel Replacement - Co	east Blvd.					
NOW THEREFORE, if said Principal is awarded a contract by said OWNER and, within the time and in the manner required in the "Notice Inviting Bids" enters into a written Agreement on the form of agreement bound with said Contract Documents, furnishes the required certificates of insurance, and furnishes the required Performance Bond and Payment Bond, then this obligation shall be null and void, otherwise it shall remain in full force and effect. In the event suit is brought upon this bond by said OWNER and OWNER prevails, said Surety shall pay all costs incurred by said OWNER in such suit, including a reasonable attorney's fee to be fixed by the court.						
SIGNED AND SEALED, this day of	August , 20 20					
PAL General Engineering, Inc. (SEAL) (Principal)	ut Insurance Company IA 20335 Ventura Bivd. Ste 426 Id Hills, CA 91364 (SEAL)					
	(Signature) briella Grady, Attorney-in-fact					
(SEAL AND NOTARIAL ACKNOWLEDGEMENT OF SURETY) See Attached						

Bond No.: CMGB00008248

Argonaut Insurance Company

Deliveries Only: 225 W. Washington, 24th Floor

Chicago, IL 60606

United States Postal Service: P.O. Box 469011, San Antonio, TX 78246
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the Argonaut Insurance Company, a Corporation duly organized and existing under the laws of the State of Illinois and having its principal office in the County of Cook, Illinois does hereby nominate, constitute and appoint:

Gabriella Grady, Shilo Lee Losino, Stephanie Hope Shear, Elizabeth Santos, Stacey Garcia, Matthew Dionisio

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on its behalf as surety, and as its act and deed any and all bonds, contracts, agreements of indemnity and other andertakings in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

\$15,000,000.00

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolution adopted by the Board of Directors of Argonaut Insurance Company:

"RESOLVED, That the President, Senior Vice President, Vice President, Assistant Vice President, Secretary, Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsing its signature, which may be attested or acknowledged by any officer or attorney, of the Company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the Argonaut Insurance Company, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, Argonaut Insurance Company has caused its official seal to be hereunto affixed and these presents to be signed by its duly authorized officer on the 8th day of May, 2017.

hur

Argonaut Insurance Company

STATE OF TEXAS
COUNTY OF HARRIS SS:

Joshua C. Betz, Senior Vice President

On this 8th day of May, 2017 A.D., before me, a Notary Public of the State of Texas, in and for the County of Harris, duly commissioned and qualified, came THE ABOVE OFFICER OF THE COMPANY, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of same, and being by me duly sworn, deposed and said that he is the officer of the said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said corporation, and that Resolution adopted by the Board of Directors of said Company, referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal at the County of Harris, the day and year first above written.

KATHLEEN M MEEKS
Notery Public, State of Texas
Comm. Expires 07-18-2021
Notery ID 557902-8

(Notary Public)

I, the undersigned Officer of the Argonaut Insurance Company, Illinois Corporation, do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand, and affixed the Seal of said Company, on the 14th day of 2020

SEAL PORT

James Bluzard , Vice President-Surety

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certific document to which this certificate is attached, and not	cate verifies only the identity of the individual who signed the the truthfulness, accuracy, or validity of that document.
State of California	
200.119 01)
OnAUS 1 4 2020 before me,	Lucas Malcolm-Shane Patterson, Notary Public
Date	Here Insert Name and Title of the Officer
personally appeared	Stephanie Hope Shear
	Name(s) of Signer(s)
subscribed to the within instrument and acknow	y evidence to be the person(s) whose name(s) is/are wedged to me that he/she/they executed the same in his/her/their signature(s) on the instrument 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.
LUCAS MALCOLM-SHANE PATTERSON Notary Public - California Los Angeles County Commission # 2167243 My Comm. Expires Oct 9, 2020	WITNESS my hand and official seal. Signature Signature of Notary Public
Though this section is optional, completing this	PTIONAL s information can deter alteration of the document or is form to an unintended document.
	s form to an unintended document.
Description of Attached Document	De avenuel Deter
Title or Type of Document:	
Number of Pages: Signer(s) Other That	an 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 ☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
Other:	☐ Other:
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	OX ONLY.				
×	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.				
	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)	STATUS	RESOLUTION/REMEDIAL ACTION TAKEN
Contractor Na	nme: PAL Genera	I Engineering, Inc.			
Certified By	Abd Ja	ahshan Name		Title Pre	sident
		Tahona		Date <u>08/</u>	27/2020

USE ADDITIONAL FORMS AS NECESSARY

Signature

Mandatory Disclosure of Business Interests Form

BIDDER/PROPOSER INFORMATION

Le	gal Name		DBA
PAL General Engineering, Inc.		N/A	
Street Address	City	State	Zip
10675 Treena, Suite 103	, San Diego	California	92131
Contact Person, Title		Phone	Fax
Abd Jahshan - President		(858)-860-5300	(858)-860-5556

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			
Abd Jahshan	President			
City and State of Residence	Employer (if different than Bidder/Proposer)			
San Diego, CA				
Interest in the transaction				
100%				

Title/Position
Employer (if different than Bidder/Proposer)

* 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.

Abd Jahshan - President	Tahtha	08/27/2020
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.

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DEBARMENT AND SUSPENSION CERTIFICATION

PRIME CONTRACTOR

FAILURE TO COMPLETE AND SUBMIT AT TIME OF BID SHALL RENDER BID NON-RESPONSIVE

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
Abd Jahshan	President

IMPORTANT NOTICE: If Bidder or other interested person is a corporation, state secretary, treasurer, and manager thereof; if a copartnership, 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

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

• 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.

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: PAL General Engineering, Inc.

Certified By Abd Jahshan Title President

Name

Date 08/27/2020

Signature

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

DEBARMENT AND SUSPENSION CERTIFICATION

SUBCONTRACTORS, SUPPLIERS AND MANUFACTURERS *TO BE COMPLETED BY BIDDER*

FAILURE TO COMPLETE AND SUBMIT AT TIME OF BID SHALL RENDER BID NON-RESPONSIVE

Names of the Principal individual owner(s)

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 ${\bf subcontra}$					upplier, and/or manufacturer:	
X	SUBCONTRACTOR		SUPPLIER		MANUFACTURER	
NAME					TITLE	
DAVID ANTHONY BRILHANTE					President	
	Statewide S	Stripes, In	C.			
		•				
X	SUBCONTRACTOR		SUPPLIER		MANUFACTURER	
	NAME				TITLE	
	ERNESTO BLANC	CARTE			President	
E4	Engineering Inc - DBA (truction			
	SUBCONTRACTOR		SUPPLIER		MANUFACTURER	
	NAME				TITLE	
	SUBCONTRACTOR		SUPPLIER		MANUFACTURER	
	NAME				TITLE	
Contra	actor Name: PAL Gener	ral Engin	eering, Inc.			
Certifi	ed By Abd Jahsl	han			Title President	
			Name			
		70	inthona		Date <u>08/27/2020</u>	
)	Signature			

*USE ADDITIONAL FORMS AS NECESSARY**

City of San Diego

CITY CONTACT: Juan E. Espindola Senior Contract Specialist, Email: JEEspindola@sandiego.gov
Phone No. (619) 533-4491

ADDENDUM A





FOR

CONCRETE PANEL REPLACEMENT - COAST BLVD

BID NO.:	K-21-1943-DBB-3
SAP NO. (WBS/IO/CC):	B-20046, B-20076
CLIENT DEPARTMENT:	2116
COUNCIL DISTRICT:	1
PROJECT TYPE:	ID, CA

BID DUE DATE:

2:00 PM AUGUST 19, 2020

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:

1) Registered Engineer

7/23/2020

Date

____ Seal:



2) For City Engineer

1/22/20

Date

Seal:



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.

B. NOTICE INVITING BIDS

- 1. To Item 3, Estimated Construction Cost, page 5, **DELETE** in its entirety and **SUBSTITUTE** with the following:
 - **3. ESTIMATED CONSTRUCTION COST:** The City's estimated construction cost for this project is **\$1,180,000**.

C. ADDITIONAL CHANGES

1. 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
Main Bid	237310	Unclassified Excae <u>v</u> ation	CY	780 - <u>935</u>	300-2.9
Main Bid	237310	7.5" <u>9"</u> Concrete Pavement	SF	33540	302-6.8

D. PLANS

1. To Drawing Sheets Numbered 41777-01-D, 41777-03-D, 41777-05-D, through 41777-07-D, 41777-10-D, and 41777-14-D, **DELETE** in their entirety and **REPLACE** with pages 4 through 10 of this Addendum.

James Nagelvoort, Director Engineering & Capital Projects Department

Dated: August 3, 2020

San Diego, California

JN/AJ/wf

CONCRETE PANEL REPLACEMENT - COAST BLVD

CONTRACTOR'S RESPONSIBILITIES

- I. PURSUANT TO SECTION 4216 OF THE GOVERNMENT CODE, AT LEAST 2 WORKING DAYS PRIOR TO EXCAVATION, YOU MUST CONTACT THE REGIONAL NOTIFICATION CENTER (E.G. UNDERGROUND SERVICE ALÉRT OF SOUTHERN CALIFORNIA) AND OBTAIN AN INQUIRY IDENTIFICATION NUMBER.
- 2. NOTIFY SDG&E AT LEAST 10 WORKING DAYS PRIOR TO EXCAVATING WITHIN 10' OF SDG&E UNDERGROUND HIGH VOLTAGE TRANSMISSION POWER LINES. (I.E., 69 KV & HIGHER)
- 3. LOCATE AND RECONNECT ALL SEWER LATERALS. LOCATIONS AS SHOWN ON THE PLANS ARE APPROXIMATE ONLY, LATERAL RECORDS ARE AVAILABLE TO THE CONTRACTOR AT THE WATER DEPARTMENT, 2797 CAMINITO CHOLLAS, LOCATE THE IMPROVEMENTS THAT WILL BE AFFECTED BY LATERAL REPLACEMENTS.
- 4. EXCAVATE AROUND WATER METER BOX (CITY PROPERTY SIDE) TO DETERMINE IN ADVANCE, THE SIZE OF EACH SERVICE BEFORE TAPPING MAIN.
- 5. CITY FORCES, WHEN SPECIFIED OR SHOWN ON THE PLANS, WILL MAKE PERMANENT CUTS & PLUGS AND CONNECTIONS.
- 6. KEEP EXISTING MAINS IN SERVICE IN LIEU OF HIGH-LINING, UNLESS OTHERWISE SPECIFIED SHOWN ON PLANS.
- 7. THE LOCATIONS OF EXISTING BUILDINGS AS SHOWN ON THE PLAN ARE APPROXIMATE.
- 8. STORM DRAIN INLETS SHALL REMAIN FUNCTIONAL AT ALL TIMES DURING CONSTRUCTION.
- 9. UNLESS OTHERWISE NOTED AS PREVIOUSLY POTHOLED (PH), ELEVATIONS SHOWN ON THE PROFILE FOR EXISTING UTILITIES ARE BASED ON A SEARCH OF THE AVAILABLE RECORD INFORMATION ONLY AND ARE SOLELY FOR THE CONTRACTOR'S CONVENIENCE. THE CITY DOES NOT GUARANTEE THAT IT HAS REVIEWED ALL AVAILABLE DATA. THE CONTRACTOR SHALL POTHOLE ALL EXISTING UTILITIES EITHER SHOWN ON THE PLANS OR MARKED IN THE FIELD IN ACCORDANCE WITH THE SPECIFICATIONS SECTION 402-UTILITIES.
- IO. EXISTING UTILITY CROSSING AS SHOWN ON THE PLANS ARE APPROXIMATE AND ARE NOT REPRESENTATIVE OF ACTUAL LENGTH AND LOCATION OF CONFLICT AREAS. SEE PLAN VIEW.
- II. ALL ADVANCE METERING INFRASTRUCTURE (AMI) DEVICES ATTACHED TO THE WATER METER OR LOCATED IN OR NEAR WATER METER BOXES, COFFINS, OR VAULTS SHALL BE PROTECTED AT ALL TIMES IN ACCORDANCE WITH THE CONTRACT DOCUMENTS.

CONSTRUCTION STORM WATER PROTECTION NOTES

- I. TOTAL SITE DISTURBANCE AREA (ACRES) _____O.8 ACRE HYDROLOGIC UNIT/ WATERSHED PENASQUITOS HU/ LA JOLLA WATERSHED HYDROLOGIC SUBAREA NAME & NO. SCRIPPS - 906.30
- 2. THE CONTRACTOR SHALL COMPLY WITH THE REQUIREMENTS OF THE

THE PROJECT IS SUBJECT TO MUNICIPAL STORM WATER PERMIT NO. R9-2013-0001 AS AMENDED BY R9-2015-0001 AND R9-2015-0100

PERMIT ORDER 2009-0009-DWQ AS AMENDED BY ORDER 2010-0014-DWQ AND

ELEC ELECTRIC

EX, EXIST EXISTING

FS

GB

EL, ELEV ELEVATION

DUCTILE IRON

END CURVE

EAST OF

FIRE HYDRANT

GRADE BREAK

GATE VALVE

FLOWLINE ELEVATION

FEET PER SECOND

FLANGE

ENCASED BURIED

EXISTING GROUND

THE PROJECT IS SUBJECT TO MUNICIPAL STORM WATER PERMIT NO. R9-2013-0001 AS AMENDED BY R9-2015-0001 AND R9-2015-0100 AND CONSTRUCTION GENERAL

2012-0006-DWQ TRADITIONAL: RISK LEVEL | 2 3

3. CONSTRUCTION SITE PRIORITY

☐ ASBS HIGH ☐ MEDIUM ☒ LOW

ASBESTOS CEMENT PIPE

CUBIC FEET PER SECOND

LUP: RISK TYPE | 2 3 5

ABBREVIATIONS

ABAND'D ABANDONED

AHEAD

BACK

BETWEEN

RAILROAD, TROLLEY TRACKS

EXISTING MAJOR COUNTOUR (5')

EXISTING MINOR COUNTOUR (I')

CABLE TV

CATCH BASIN

CAST IRON PIPE

CURB FACE

ASSEMBLY

BEGIN CURVE

BACK OF WALK

BUTTERFLY VALVE

ABAND ABANDON

ASSY

BTWN

CI Ç/CL COND CONT CONTR DB	CAST IRON PIPE CENTER LINE CONDUIT CONTINUED CONTRACTOR DIRECT BURIED	HDPE HP IE LT	HIGH-DENSITY POLYETHYLENE HIGH PRESSURE INVERT ELEVATION LEFT
<u>EXISTII</u>	NG STRUCTURES		
EX WATE	R MAIN & VALVES		——————————————————————————————————————
EX WATE	R METER		
EX FIRE	HYDRANT		<u> </u>
EX SEWE	R MAIN & MANHOLES		<u>-</u>
EX DRAIN	NS		======
EX PAVE	MENT/SIDEWALK (PROFILE)		
EX GROU	ND LINE (PROFILE)		
EX STRE	ET LIGHT		-_
EX PULL	вох		<u>m</u>
GAS MAIN	N		
ELEC. CO	ND., TEL. COND., CATV		ETC

LIP OF GUTTER MECHANICAL JOINT MULTIPLE TELEPHONE DUCT SAN DIEGO METROPOLITAN TRANSIT SYSTEM NORTH OF OVER HEAD PULLBOX POINT OF COMPOUND CURVE PUBLIC UTILITIES DEPARTMENT POLYVINYL CHLORIDE **PROP** PROPOSED FIRE SERVICE/FINISHED SURFACE RCP REINFORCED CONCRETE PIPE RED REDUCER RT SURVEY LINE SAN DIEGO TROLLEY INC. SDTI S0 STUB OUT

SOUTH OF

S/0

SAN DIEGO & ARIZONA EASTERN RAILROAD

SHEET INDEX

SHEET NO.	DISCIPLINE CODE	TITLE	LIMITS
2	G-I G-2	COVER SHEET GENERAL NOTES AND KEY MAP	
3 4 5 6 7 8 9 10 II 2 13 14 15	C-I C-2 C-3 C-4 C-5 C-6 C-7 C-8 C-III C-II2	TYPICAL SECTIONS DEMOLITION PLAN IMPROVEMENT PLAN AND PROFILE IMPROVEMENT PLAN AND PROFILE IMPROVEMENT PLAN AND PROFILE CURB PROFILES CURB PROFILES CONSTRUCTION DETAILS CONSTRUCTION DETAILS CONSTRUCTION DETAILS CONSTRUCTION DETAILS CONSTRUCTION DETAILS CONSTRUCTION DETAILS	COAST BLVD / CAVE ST STREET STA 12+50 TO 17+25 STREET STA 17+25 TO 20+50 STREET STA 20+50 TO 25+00
15 16 17 18 19 20 22 23 24 25	C-I3 C-I4 C-I5 C-I6 C-I7 C-I8 C-I9 C-20 C-21 C-22 C-23	STORM DRAIN PLAN AND PROFILE STORM DRAIN PLAN AND PROFILE PAVEMENT DELINEATION PLAN PAVEMENT DELINEATION PLAN BMP MAP BMP MAP BMP MAP SURVEY MONUMENT SHEET HORIZONTAL ALIGNMENT REPORT HORIZONTAL ALIGNMENT REPORT	STORM DRAIN STA I+00 TO 4+50 STORM DRAIN STA 4+50 TO 8+00 STREET STA I2+50 TO I7+25 STREET STA I7+25 TO 25+00
TI T2 T3 T4 T5 T6	TC-I TC-2 TC-3 TC-4 TC-5 TC-6	TRAFFIC CONTROL GENERAL NOTES TRAFFIC CONTROL PLAN	

DISCIPLINE CODE

- G GENERAL C CIVIL
- TC TRAFFIC CONTROL

SEWER TOP OF CURB TELEPHONE TEL UNKNOWN VITRIFIED CLAY PIPE WM WATER METER

WEST OF WATER VALVE

DECLARATION OF RESPONSIBLE CHARGE

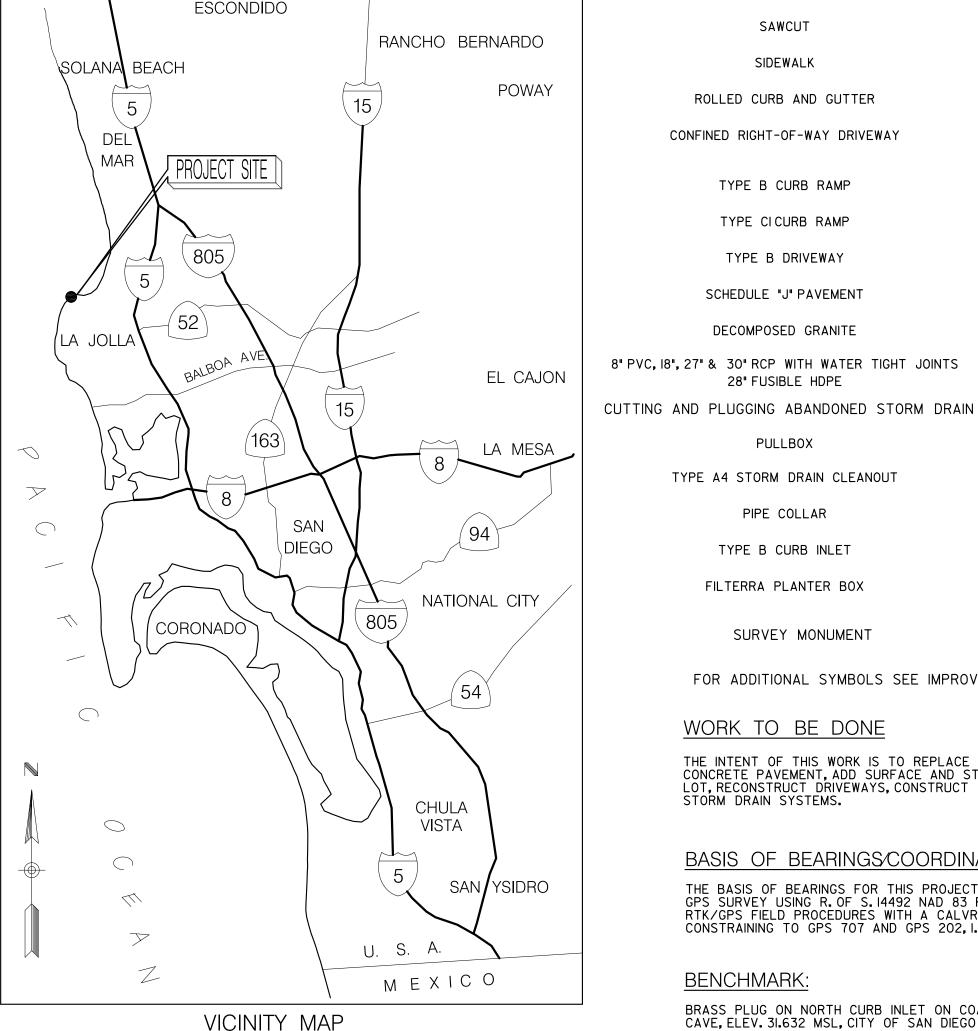
* IHEREBY DECLARE THAT IAM THE ENGINEER OF WORK FOR THIS PROJECT THAT IHAVE EXERCISED RESPONSIBLE CHARGE OVER THE DESIGN OF THE PROJECT AS DEFINED IN SECTION 6703 OF THE BUSINESS AND PROFESSIONS CODE AND THAT THE DESIGN IS CONSISTENT WITH CURRENT STANDARDS. I UNDERSTAND THAT THE CHECK OF PROJECT DRAWINGS AND SPECIFICATIONS BY THE CITY OF SAN DIEGO IS CONFINED TO A REVIEW ONLY AND DOES NOT RELIEVE ME, AS ENGINEER OF WORK, OF MY RESPONSIBILITIES FOR PROJECT DESIGN.

6/10/2020 DATE

	WARNING			
HANGE	DATE	AFFECTED OR ADDED SHEET NUMBERS	APPROVAL NO.	0 1
A	7/22/20	03,05,06,07,10,14		
				IF THIS BAR DOES
				NOT MEASURE I'' THEN DRAWING IS
				NOT TO SCALE.

75





NOT TO SCALE

SDG-I50 6" CURB 6" TYPE H CURB AND GUTTER SDG-I5I SAWCUT SEE PLANS & SPECS -----SIDEWALK SDG-I55 ROLLED CURB AND GUTTER SEE PLANS & SPECS CONFINED RIGHT-OF-WAY DRIVEWAY SDG-I62 TYPE B CURB RAMP SDG-I33 TYPE CICURB RAMP SDG-I35 TYPE B DRIVEWAY SDG-I59 SCHEDULE "J" PAVEMENT SDG-II3 SEE PLANS & SPECS DECOMPOSED GRANITE 8" PVC, 18", 27" & 30" RCP WITH WATER TIGHT JOINTS SEE PLANS & SPECS _____ 28" FUSIBLE HDPE

LEGEND

STANDARD DRAWINGS

SEE PLANS & SPECS

SEE PLANS & SPECS

D-9

D-62

SDD-II6

SEE PLANS & SPECS

M-IO, M-IOA, M-IOB

SYMBOL

==10**=**=

====

FOR ADDITIONAL SYMBOLS SEE IMPROVEMENT, CURB RAMP AND TRAFFIC CONTROL SHEETS.

WORK TO BE DONE

PULLBOX

TYPE A4 STORM DRAIN CLEANOUT

PIPE COLLAR

TYPE B CURB INLET

FILTERRA PLANTER BOX

SURVEY MONUMENT

IMPROVEMENTS

PROPOSED MAJOR CONTOUR (I')

PROPOSED MINOR CONTOUR (0.5')

THE INTENT OF THIS WORK IS TO REPLACE EXISTING ROADWAY PAVEMENT WITH SCHEDULE "J" CONCRETE PAVEMENT, ADD SURFACE AND STRIPING IMPROVEMENTS TO THE CAVE STORE PARKING LOT, RECONSTRUCT PEDESTRIAN CURB RAMPS, AND REPLACE EXISTING STORM DRAIN SYSTEMS.

BASIS OF BEARINGS/COORDINATES

THE BASIS OF BEARINGS FOR THIS PROJECT WAS DERIVED FROM A PREVIOUS STATIC GPS SURVEY USING R. OF S. 14492 NAD 83 FEET, ZONE 6 (EPOCH 1991.35), UTILIZING RTK/GPS FIELD PROCEDURES WITH A CALVRS BASE STATION BROADCAST OF 2017 AND CONSTRAINING TO GPS 707 AND GPS 202, I.E. S S 36° 44′25" W.

BENCHMARK:

BRASS PLUG ON NORTH CURB INLET ON COAST BLVD. AT ENTRANCE OF LA JOLLA CAVE, ELEV. 31.632 MSL, CITY OF SAN DIEGO BENCH BOOK.

TOPOGRAPHY SOURCE:

1943

TOPOGRAPHIC GROUND SURVEY COMPLETED BY THE CITY OF SAN DIEGO SURVEY DEPT ON 10-3-2019

5050 AVENIDA ENCINAS. **Michael Baker** CARLSBAD, CA 92008 PHONE: (760)476-9193 INTERNATIONA LMBAKERINTL.COM

		SPEC. NO.		
AS-BUILT INFO	PRMATION			
MATERIALS	MANUFACTURER	REGISTRA JOSEPH		
PIPE (STORM DRAIN)	-			
STORM DRAIN CLEAN OUTS	-			
CURB INLETS	-	V V		
STORM DRAIN MANHOLES	1	X475		
DISSIPATOR	-			
CATCH BASINS -				
		CONTRACT		

PLANS FOR THE CONSTRUCTION OF CONCRETE PANEL REPLACEMENT-COAST BLVD

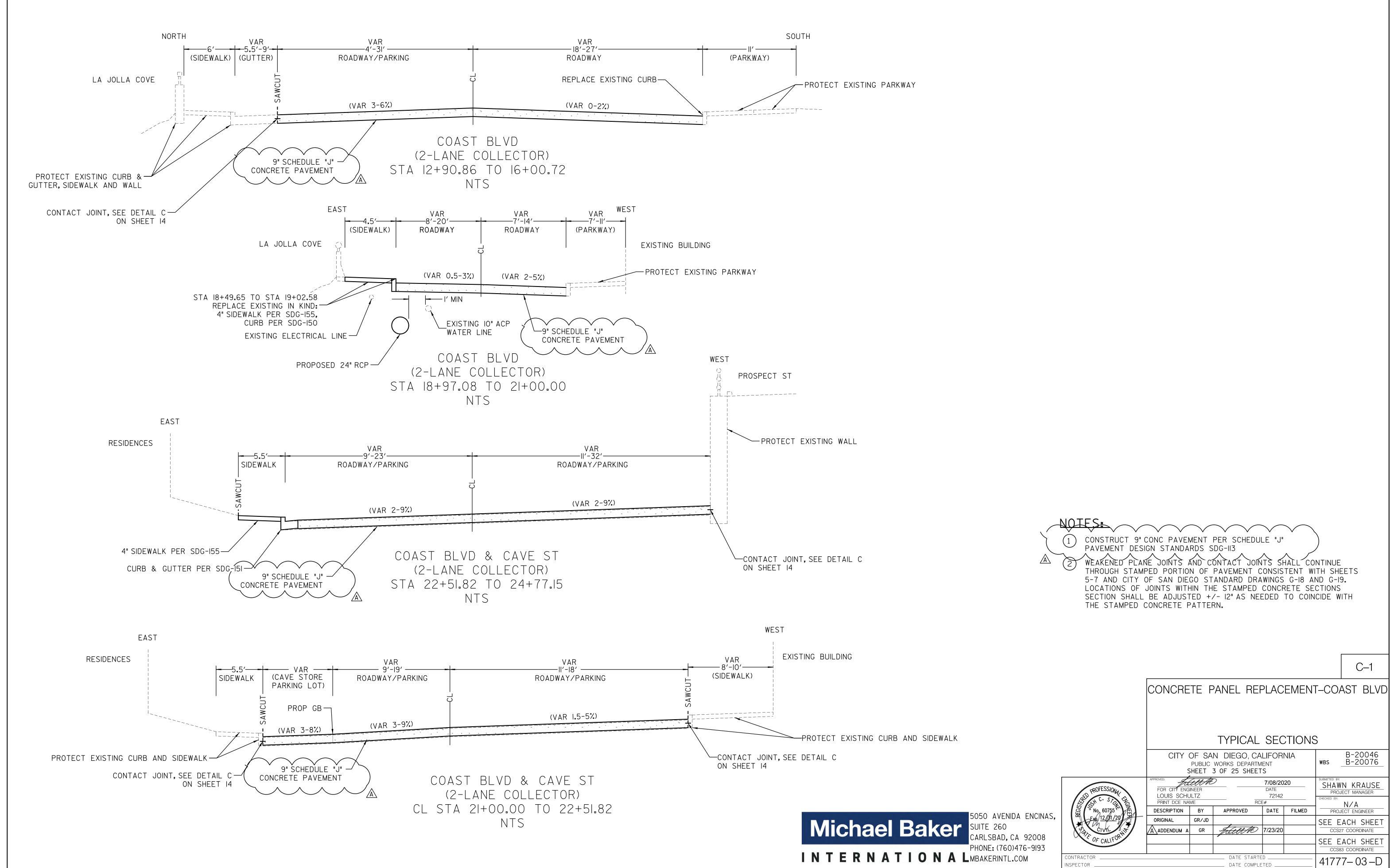
COVER SHEET

B-20046 CITY OF SAN DIEGO, CALIFORNIA PUBLIC WORKS DEPARTMENT WBS B-20076 SHEET I OF 25 SHEETS There the

SHAWN KRAUSE FOR CITY ENGINEER DATE PROJECT MANAGER LOUIS SCHULTZ 72142 PRINT DCE NAME RCE# N/A DESCRIPTION BY APPROVED DATE FILMED PROJECT ENGINEER GR/JD ORIGINAL SEE EACH SHEET CCS27 COORDINATE SEE EACH SHEET

CCS83 COORDINATE DATE STARTED 41777- 01-D DATE COMPLETED

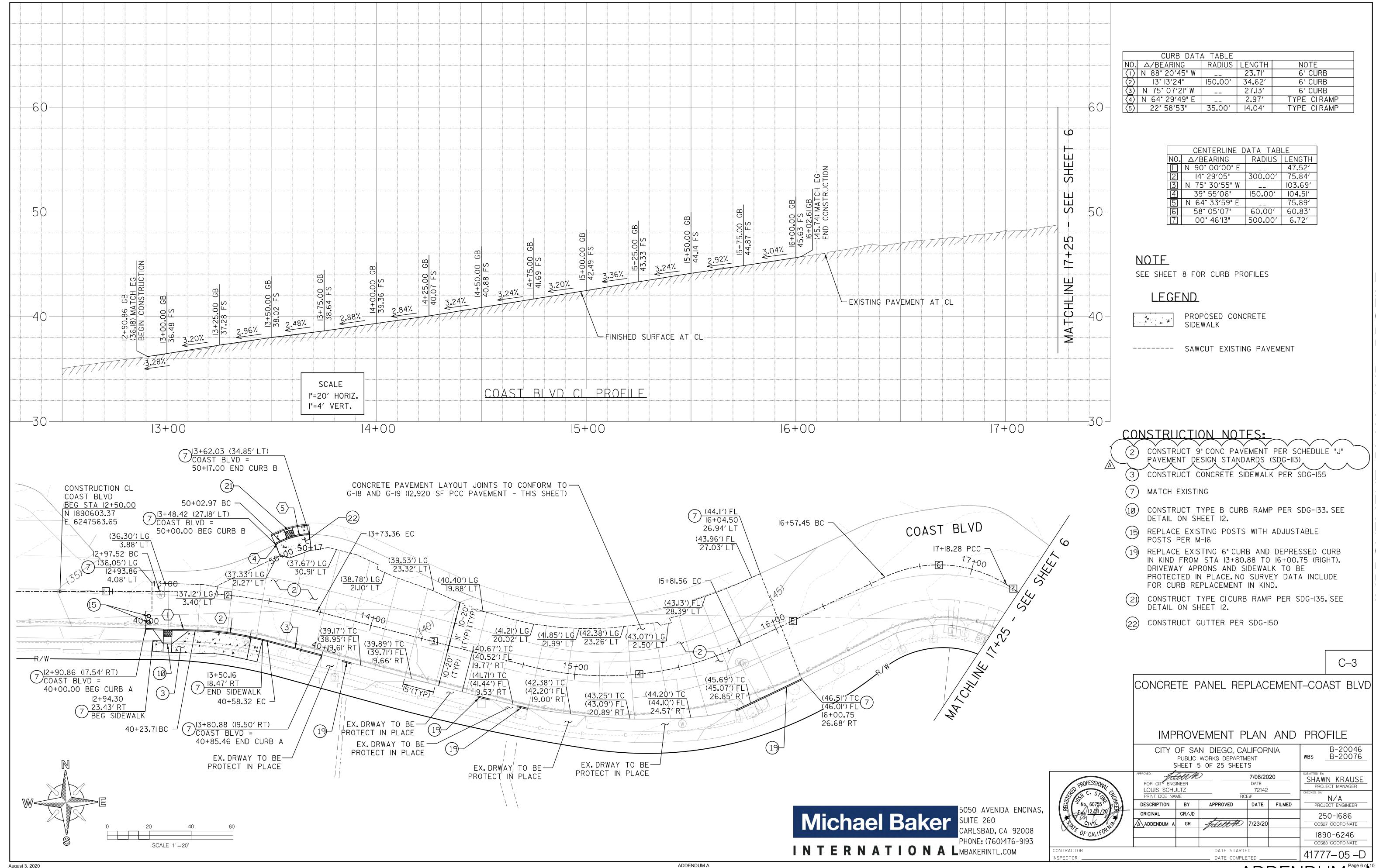
August 3, 2020 Concrete Panel Replacement - Coast Blvd



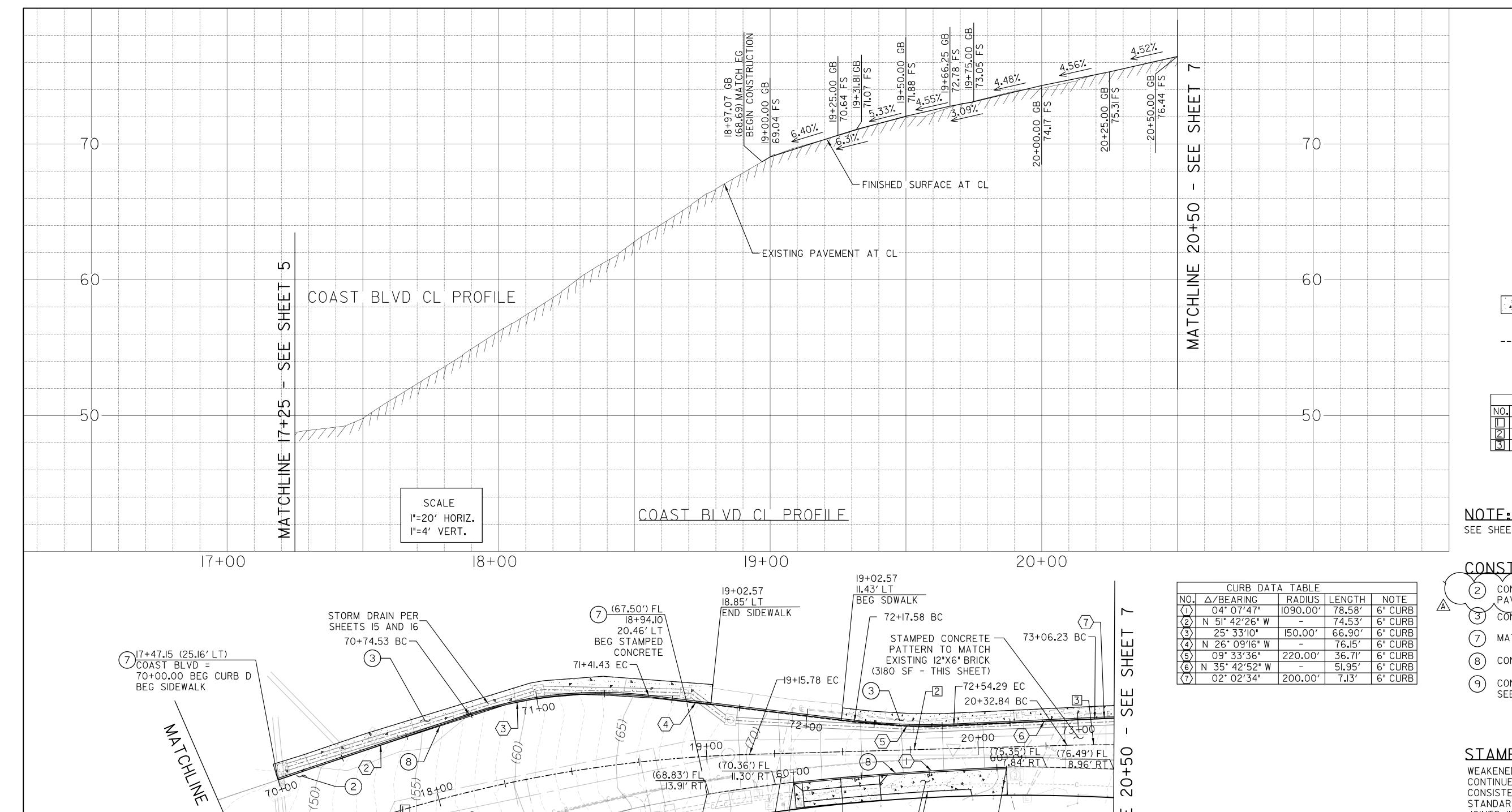
ADDENDUM A

August 3, 2020

Concrete Panel Replacement - Coast Blvd



Concrete Panel Replacement - Coast Blvd



7 (68.74′) FL 18+99.25

13**.**99′ RT BEG STAMPED CONCRETE

7 19+31.81 (10.75' RT) COAST BLVD =

60+00.00 BEG CURB C

LEGEND

PROPOSED CONCRETE SIDEWALK

----- SAWCUT EXISTING PAVEMENT

	CENTERLINE DATA TABLE						
NO.	△/BEARING	RADIUS	LENGTH				
	21° 51′41"	500.00′	190.78				
2	N 34° 42′59" W	_	117.06′				
3	01° 58′00"	500.00′	17.16′				

SEE SHEETS 8 AND 9 FOR CURB PROFILES

- CONSTRUCTION NOTES:

 2 CONSTRUCT 9" CONC PAVEMENT PER SCHEDULE "J"
 PAVEMENT DESIGN STANDARDS (SDG-II3)

 3 CONSTRUCT CONCRETE SIDEWALK PER SDG-I55

 - (7) MATCH EXISTING
 - CONSTRUCT 6" CURB PER SDG-150
 - CONSTRUCT TYPE B CONCRETE DRIVEWAY PER SDG-159. SEE DETAIL ON SHEET II

STAMPED CONCRETE NOTE:

WEAKENED PLANE JOINTS AND CONTACT JOINTS SHALL CONTINUE THROUGH STAMPED PORTION OF PAVEMENT CONSISTENT WITH SHEETS 5-7 AND CITY OF SAN DIEGO STANDARD DRAWINGS G-18 AND G-19. LOCATIONS OF JOINTS WITHIN THE STAMPED CONCRETE SECTIONS SECTION SHALL BE ADJUSTED +/- 12" AS NEEDED TO COINCIDE WITH THE STAMPED CONCRETE PATTERN.

C-4

CONCRETE PANEL REPLACEMENT-COAST BLVD

IMPROVEMENT PLAN AND PROFILE

CITY OF SAN DIEGO, CALIFORNIA PUBLIC WORKS DEPARTMENT SHEET 6 OF 25 SHEETS

B-20046 B-20076

PROFESS/ONAL	FOR CITY ENGINEER LOUIS SCHULTZ PRINT DCE NAME		<u> </u>	7/08/20 DATE 72142	SHAWN KRAUSE PROJECT MANAGER CHECKED BY:	
Sign Co. Sign Co.			RCI	RCE#		
No. 60755 M	DESCRIPTION	BY	APPROVED	DATE	FILMED	PROJECT ENGINEER
Exp./12/31/20	ORIGINAL	GR/JD				250-1686
CIVIL	ADDENDUM A	GR	Thulle	7/23/20		CCS27 COORDINATE
OF CALIFORNIA						1890-6246
						CCS83 COORDINATE
CONTRACTOR		-	DATE STARTE	ED		41777- 06-D
INSPECTOR			DATE COMPLE	ETED		41/ / / — UO —D

5050 AVENIDA ENCINAS, Michael Baker SUITE 260 CARL SBAD. CARLSBAD, CA 92008 PHONE: (760)476-9193 II N T E R N A T I O N A LMBAKERINTL.COM

MATCHLINE

7 20+10.28 (7.47' RT) COAST BLVD =

60+78.56 END CURB C

SCALE 1" = 20'

COAST BLVD

City of San Diego

CITY CONTACT: Juan E. Espindola Senior Contract Specialist, Email: JEEspindola@sandiego.gov
Phone No. (619) 533-4491

ADDENDUM B





FOR

CONCRETE PANEL REPLACEMENT - COAST BLVD

BID NO.:	K-21-1943-DBB-3
SAP NO. (WBS/IO/CC):	B-20046, B-20076
CLIENT DEPARTMENT:	2116
COUNCIL DISTRICT:	1
PROJECT TYPE:	ID, CA

BID DUE DATE:

2:00 PM AUGUST 27, 2020

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:

8/6/2020	Seal:
Date	



For City Engineer

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.

THE SUBMITTAL DATE FOR THIS PROJECT HAS BEEN **EXTENDED AS STATED ON THE COVER PAGE.**

B. BIDDER'S QUESTIONS

- Q1. Is it allowed to substitute Fusible 28" HDPE (Bid Item #30) by 28" Gasketed HDPE Pipe?
- A1. We need to stay with fusible HDPE pipe as this pipe material was a condition of approval by the County Department of Health.
- Q2. Concrete pavement does not show any aggregate base underneath which is not very common per engineering stand point. Is the Subgrade compaction requirement under PCC Paving 95%? Please verify.
- A2. Yes, that is correct.
- Q3. More information is needed for Bid Item #28 Sewer Lateral and Cleanout (4" Street). Does relocation require any bypass? What type of relocation work is required? Will the pipe elevation lowered by installing the cleanout inlet? Please provide more information for this bid item.
- A3. We anticipate a possible conflict with the existing sewer lateral from the Cave Store and the new storm drain line. For that reason, we expect that we will have to move the lateral several feet over to avoid the conflict with the storm drain. We will not need bypass.

C. ADDITIONAL CHANGES

1. 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**.

Page 3 of 10

Section	Item Code	Description	UoM	Quantity	Payment Reference
Main Bid	541690	Archaeological and Native American Monitoring Program	L F <u>LS</u>	700 <u>1</u>	6-6.2.1.1

D. PLANS

1. To Drawing Sheets Numbered 41777-01-D, 41777-05-D, through 41777-07-D, 41777-15-D, and 41777-16-D, **DELETE** in their entirety and **REPLACE** with pages 5 through 10 of this Addendum.

James Nagelvoort, Director Engineering & Capital Projects Department

Dated: August 14, 2020

San Diego, California

JN/AJ/wf

CONCRETE PANEL REPLACEMENT - COAST BLVD

CONTRACTOR'S RESPONSIBILITIES

- I. PURSUANT TO SECTION 4216 OF THE GOVERNMENT CODE, AT LEAST 2 WORKING DAYS PRIOR TO EXCAVATION, YOU MUST CONTACT THE REGIONAL NOTIFICATION CENTER (E.G. UNDERGROUND SERVICE ALÉRT OF SOUTHERN CALIFORNIA) AND OBTAIN AN INQUIRY IDENTIFICATION NUMBER.
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- 3. LOCATE AND RECONNECT ALL SEWER LATERALS. LOCATIONS AS SHOWN ON THE PLANS ARE APPROXIMATE ONLY, LATERAL RECORDS ARE AVAILABLE TO THE CONTRACTOR AT THE WATER DEPARTMENT, 2797 CAMINITO CHOLLAS, LOCATE THE IMPROVEMENTS THAT WILL BE AFFECTED BY LATERAL REPLACEMENTS.
- 4. EXCAVATE AROUND WATER METER BOX (CITY PROPERTY SIDE) TO DETERMINE IN ADVANCE, THE SIZE OF EACH SERVICE BEFORE TAPPING MAIN.
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- 10. EXISTING UTILITY CROSSING AS SHOWN ON THE PLANS ARE APPROXIMATE AND ARE NOT REPRESENTATIVE OF ACTUAL LENGTH AND LOCATION OF CONFLICT AREAS. SEE PLAN VIEW.
- II. ALL ADVANCE METERING INFRASTRUCTURE (AMI) DEVICES ATTACHED TO THE WATER METER OR LOCATED IN OR NEAR WATER METER BOXES, COFFINS, OR VAULTS SHALL BE PROTECTED AT ALL TIMES IN ACCORDANCE WITH THE CONTRACT DOCUMENTS.

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- I. TOTAL SITE DISTURBANCE AREA (ACRES) _____O.8 ACRE_ HYDROLOGIC UNIT/ WATERSHED PENASQUITOS HU/ LA JOLLA WATERSHED HYDROLOGIC SUBAREA NAME & NO. SCRIPPS - 906.30
- 2. THE CONTRACTOR SHALL COMPLY WITH THE REQUIREMENTS OF THE

THE PROJECT IS SUBJECT TO MUNICIPAL STORM WATER PERMIT NO. R9-2013-0001 AS AMENDED BY R9-2015-0001 AND R9-2015-0100

THE PROJECT IS SUBJECT TO MUNICIPAL STORM WATER PERMIT NO. R9-2013-0001 AS AMENDED BY R9-2015-0001 AND R9-2015-0100 AND CONSTRUCTION GENERAL PERMIT ORDER 2009-0009-DWQ AS AMENDED BY ORDER 2010-0014-DWQ AND 2012-0006-DWQ

TRADITIONAL: RISK LEVEL | 2 3 LUP: RISK TYPE | 2 3 3

3. CONSTRUCTION SITE PRIORITY

EXISTING STRUCTURES

EX WATER MAIN & VALVES

EX SEWER MAIN & MANHOLES

EX GROUND LINE (PROFILE)

EX PAVEMENT/SIDEWALK (PROFILE)

EX WATER METER

EX FIRE HYDRANT

EX STREET LIGHT

EX PULLBOX

EX DRAINS

☐ ASBS HIGH ☐ MEDIUM ☒ LOW

ABBREVIATIONS

ABAND AC AHD ASSY BC BFV BK BTWN BW CATV CB CF	ASBESTOS CEMENT PIPE AHEAD ASSEMBLY BEGIN CURVE BUTTERFLY VALVE BACK BETWEEN BACK OF WALK CABLE TV CATCH BASIN CURB FACE CUBIC FEET PER SECOND CAST IRON PIPE CENTER LINE CONDUIT CONTINUED CONTRACTOR	EC EG ELEC EL, ELEV EX, EXIST E/O F FH FL FPS FS GB	EXISTING GROUND ELECTRIC ELEVATION EXISTING EAST OF FLANGE FIRE HYDRANT FLOWLINE ELEVATION FEET PER SECOND FIRE SERVICE/FINISHED SURFACE GRADE BREAK	RCP RED RT
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LIP OF GUTTER MECHANICAL JOINT MULTIPLE TELEPHONE DUCT SAN DIEGO METROPOLITAN TRANSIT SYSTEM NORTH OF OVER HEAD PULLBOX POINT OF COMPOUND CURVE PUBLIC UTILITIES DEPARTMENT POLYVINYL CHLORIDE PROPOSED REINFORCED CONCRETE PIPE REDUCER SURVEY LINE AE SAN DIEGO & ARIZONA EASTERN RAILROAD SAN DIEGO TROLLEY INC. STUB OUT

WATER VALVE SOUTH OF

SHEET INDEX

SHEET NO.	DISCIPLINE CODE	TITLE	LIMITS
1 2	G-I G-2	COVER SHEET GENERAL NOTES AND KEY MAP	
3 4 5 6 7 8 9 10 II 12 13 14 15 16 17 18 19 22 12 22 22 25 25	C-I C-3 C-4 C-5 C-7 C-8 C-10 C-12 C-18 C-18 C-18 C-21 C-23 C-23	TYPICAL SECTIONS DEMOLITION PLAN IMPROVEMENT PLAN AND PROFILE IMPROVEMENT PLAN AND PROFILE IMPROVEMENT PLAN AND PROFILE CURB PROFILES CURB PROFILES CONSTRUCTION DETAILS CONSTRUCTION DETAILS CONSTRUCTION DETAILS CONSTRUCTION DETAILS CONSTRUCTION DETAILS STORM DRAIN PLAN AND PROFILE STORM DRAIN PLAN AND PROFILE STORM DRAIN PLAN AND PROFILE PAVEMENT DELINEATION PLAN PAVEMENT DELINEATION PLAN BMP MAP BMP MAP BMP MAP SURVEY MONUMENT SHEET HORIZONTAL ALIGNMENT REPORT HORIZONTAL ALIGNMENT REPORT	COAST BLVD / CAVE ST STREET STA 12+50 TO 17+25 STREET STA 17+25 TO 20+50 STREET STA 20+50 TO 25+00 STORM DRAIN STA 1+00 TO 4+50 STORM DRAIN STA 4+50 TO 8+00 STREET STA 12+50 TO 17+25 STREET STA 17+25 TO 25+00
TI T2 T3 T4 T5 T6	TC-I TC-2 TC-3 TC-4 TC-5 TC-6	TRAFFIC CONTROL GENERAL NOTES TRAFFIC CONTROL PLAN	

DISCIPLINE CODE

- G GENERAL C CIVIL
- TC TRAFFIC CONTROL

SWR	SEWER
TC	TOP OF CURB
TEL	TELEPHONE
UNK	UNKNOWN
VC	VITRIFIED CLAY PIPE
WM	WATER METER
WTR	WATER
W/O	WEST OF

DECLARATION OF RESPONSIBLE CHARGE

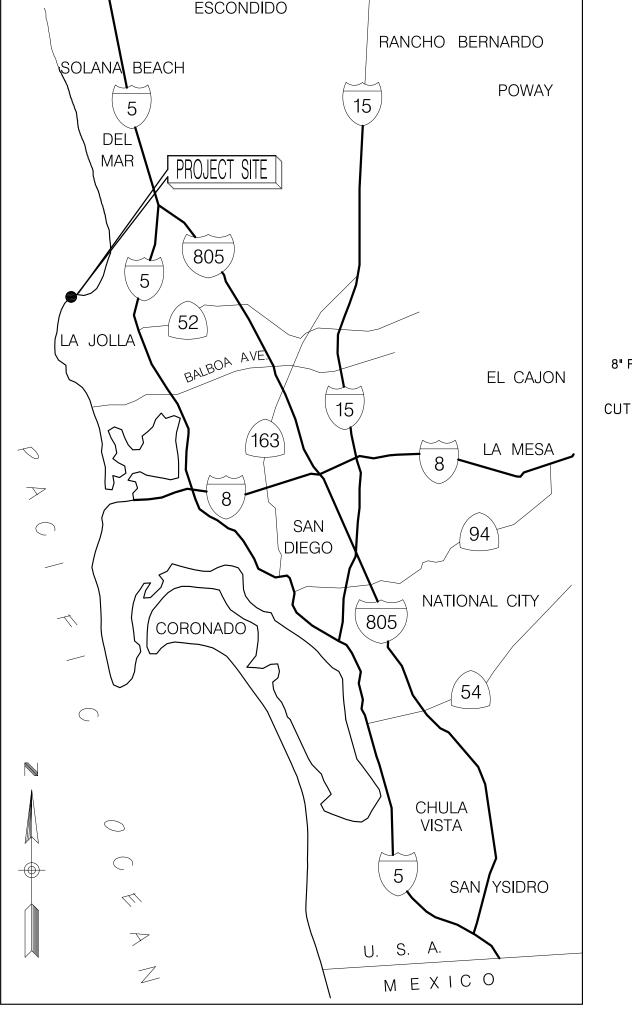
* IHEREBY DECLARE THAT IAM THE ENGINEER OF WORK FOR THIS PROJECT THAT IHAVE EXERCISED RESPONSIBLE CHARGE OVER THE DESIGN OF THE PROJECT AS DEFINED IN SECTION 6703 OF THE BUSINESS AND PROFESSIONS CODE AND THAT THE DESIGN IS CONSISTENT WITH CURRENT STANDARDS. I UNDERSTAND THAT THE CHECK OF PROJECT DRAWINGS AND SPECIFICATIONS BY THE CITY OF SAN DIEGO IS CONFINED TO A REVIEW ONLY AND DOES NOT RELIEVE ME, AS ENGINEER OF WORK, OF MY RESPONSIBILITIES FOR PROJECT DESIGN.

6/10/2020 DATE

GAS MAIN ----E----T-----C---ELEC. COND., TEL. COND., CATV RAILROAD, TROLLEY TRACKS 75 EXISTING MAJOR COUNTOUR (5') EXISTING MINOR COUNTOUR (I')

CONSTRUCTION CHANGE / ADDENDUM WARNING CHANGE DATE AFFECTED OR ADDED SHEET NUMBERS APPROVAL NO. 7/22/20 03,05,06,07,10,14 8/6/20 05,06,07,15,16 IF THIS BAR DOES NOT MEASURE I" THEN DRAWING IS NOT TO SCALE.





VICINITY MAP NOT TO SCALE

PROPOSED MINOR CONTOUR (0.5') SDG-I50 6" CURB 6" TYPE H CURB AND GUTTER SDG-I5I SAWCUT SEE PLANS & SPECS -----SIDEWALK SDG-I55 ROLLED CURB AND GUTTER SEE PLANS & SPECS CONFINED RIGHT-OF-WAY DRIVEWAY SDG-I62 TYPE B CURB RAMP SDG-I33 TYPE CICURB RAMP SDG-I35 TYPE B DRIVEWAY SDG-I59 SCHEDULE "J" PAVEMENT SDG-II3 SEE PLANS & SPECS DECOMPOSED GRANITE 8" PVC, 18", 27" & 30" RCP WITH WATER TIGHT JOINTS SEE PLANS & SPECS _____ 28" FUSIBLE HDPE ==10**=**= CUTTING AND PLUGGING ABANDONED STORM DRAIN SEE PLANS & SPECS PULLBOX SEE PLANS & SPECS TYPE A4 STORM DRAIN CLEANOUT D-9 PIPE COLLAR D-62 ==== SDD-II6 TYPE B CURB INLET FILTERRA PLANTER BOX SEE PLANS & SPECS

LEGEND

STANDARD DRAWINGS

SYMBOL

FOR ADDITIONAL SYMBOLS SEE IMPROVEMENT, CURB RAMP AND TRAFFIC CONTROL SHEETS.

M-IO, M-IOA, M-IOB

WORK TO BE DONE

SURVEY MONUMENT

IMPROVEMENTS

PROPOSED MAJOR CONTOUR (I')

THE INTENT OF THIS WORK IS TO REPLACE EXISTING ROADWAY PAVEMENT WITH SCHEDULE "J" CONCRETE PAVEMENT, ADD SURFACE AND STRIPING IMPROVEMENTS TO THE CAVE STORE PARKING LOT, RECONSTRUCT DEVELOPMENTS, CONSTRUCT PEDESTRIAN CURB RAMPS, AND REPLACE EXISTING STORM DRAIN SYSTEMS.

BASIS OF BEARINGS/COORDINATES

THE BASIS OF BEARINGS FOR THIS PROJECT WAS DERIVED FROM A PREVIOUS STATIC GPS SURVEY USING R. OF S. 14492 NAD 83 FEET, ZONE 6 (EPOCH 1991.35), UTILIZING RTK/GPS FIELD PROCEDURES WITH A CALVRS BASE STATION BROADCAST OF 2017 AND CONSTRAINING TO GPS 707 AND GPS 202, I.E. S S 36 44'25" W.

BENCHMARK:

BRASS PLUG ON NORTH CURB INLET ON COAST BLVD. AT ENTRANCE OF LA JOLLA CAVE, ELEV. 31.632 MSL, CITY OF SAN DIEGO BENCH BOOK.

TOPOGRAPHY SOURCE:

TOPOGRAPHIC GROUND SURVEY COMPLETED BY THE CITY OF SAN DIEGO SURVEY DEPT ON 10-3-2019

5050 AVENIDA ENCINAS. **Michael Baker** CARLSBAD, CA 92008 PHONE: (760)476-9193 INTERNATIONA LMBAKERINTL.COM

SPEC. NO. AS-BUILT INFORMATION MANUFACTURER MATERIALS PIPE (STORM DRAIN) STORM DRAIN CLEAN OUTS CURB INLETS STORM DRAIN MANHOLES DISSIPATOR CATCH BASINS

PLANS FOR THE CONSTRUCTION OF CONCRETE PANEL REPLACEMENT-COAST BLVD

COVER SHEET

CITY	OF S PUBLIC SHEET	WBS	B-20046 B-20076			
FOR CITY EI LOUIS SCI	HULTZ	DAT	7/8/2020 DATE 72142		SUBMITTED BY: SHAWN KRAUSE PROJECT MANAGER CHECKED BY:	
PRINT DCE NAME DESCRIPTION BY APPROV		APPROVED		FILMED	PRO	N/A JECT ENGINEER
RIGINAL	GR/JD	July 10	7/8/20			EACH SHEET
					CCS	27 COORDINATE

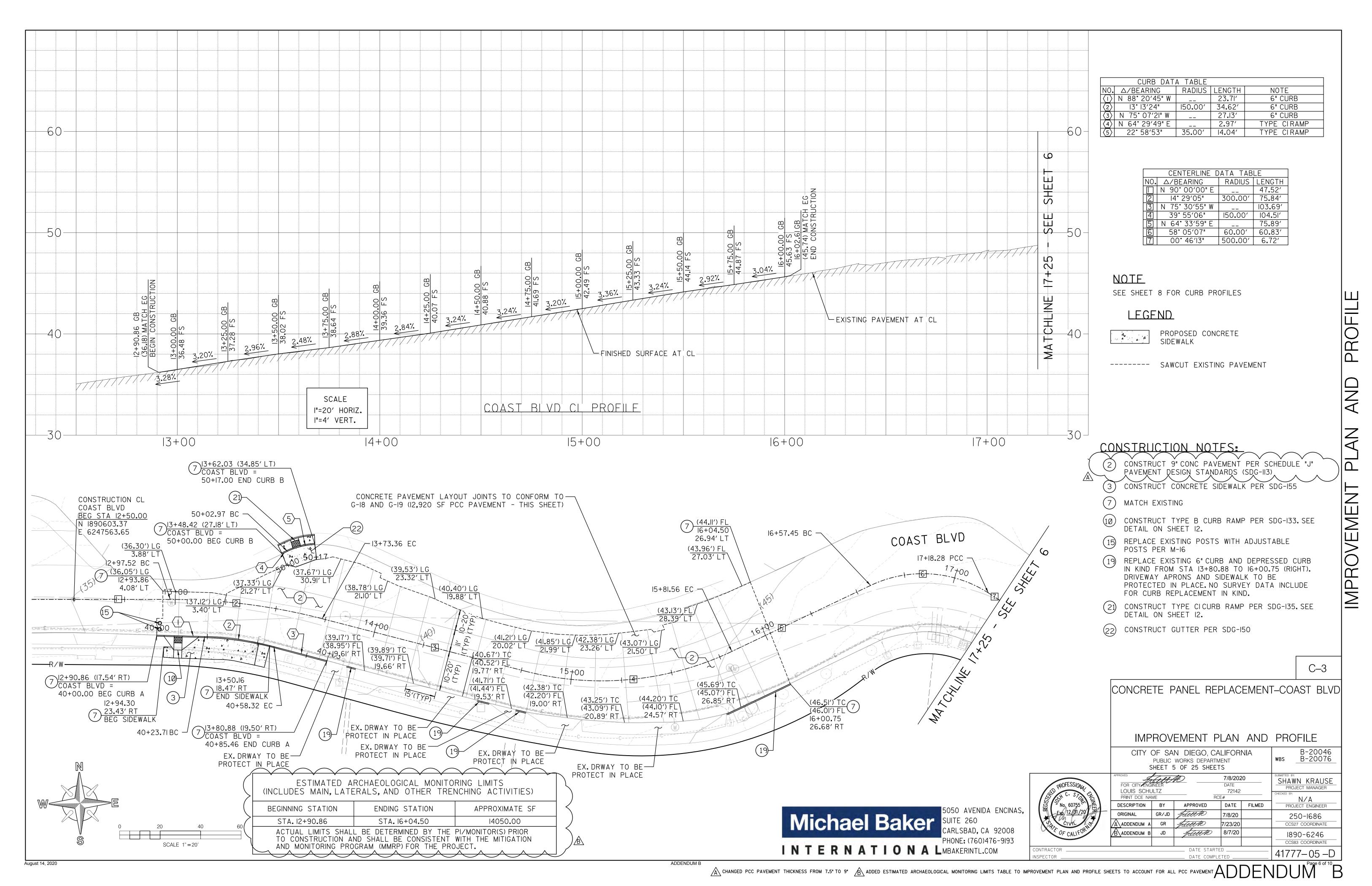
SEE EACH SHEET CCS83 COORDINATE DATE STARTED 41777- 01-D DATE COMPLETED

INSPECTOR

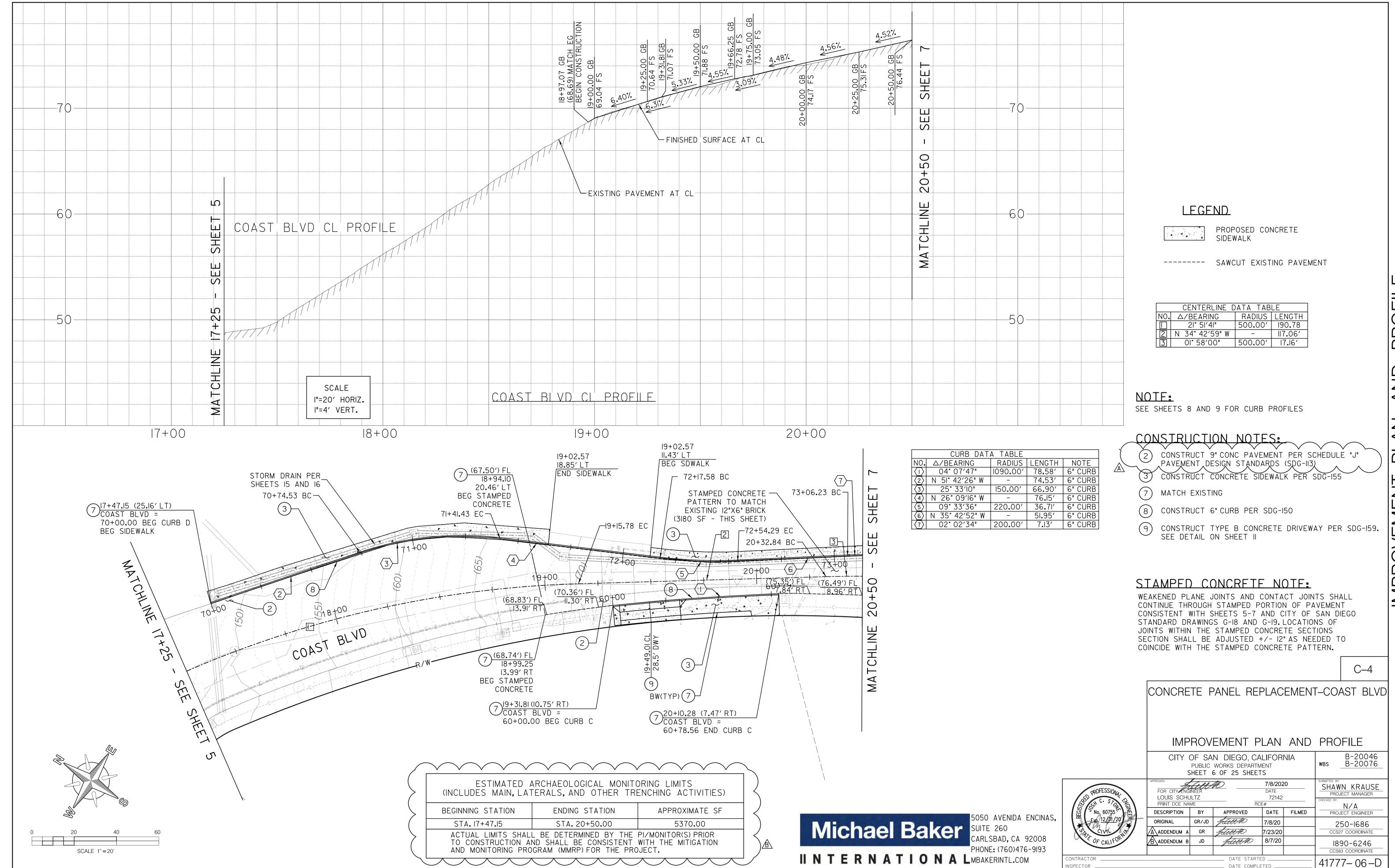
CONTRACTOR

ADDENDUM B

August 14, 2020



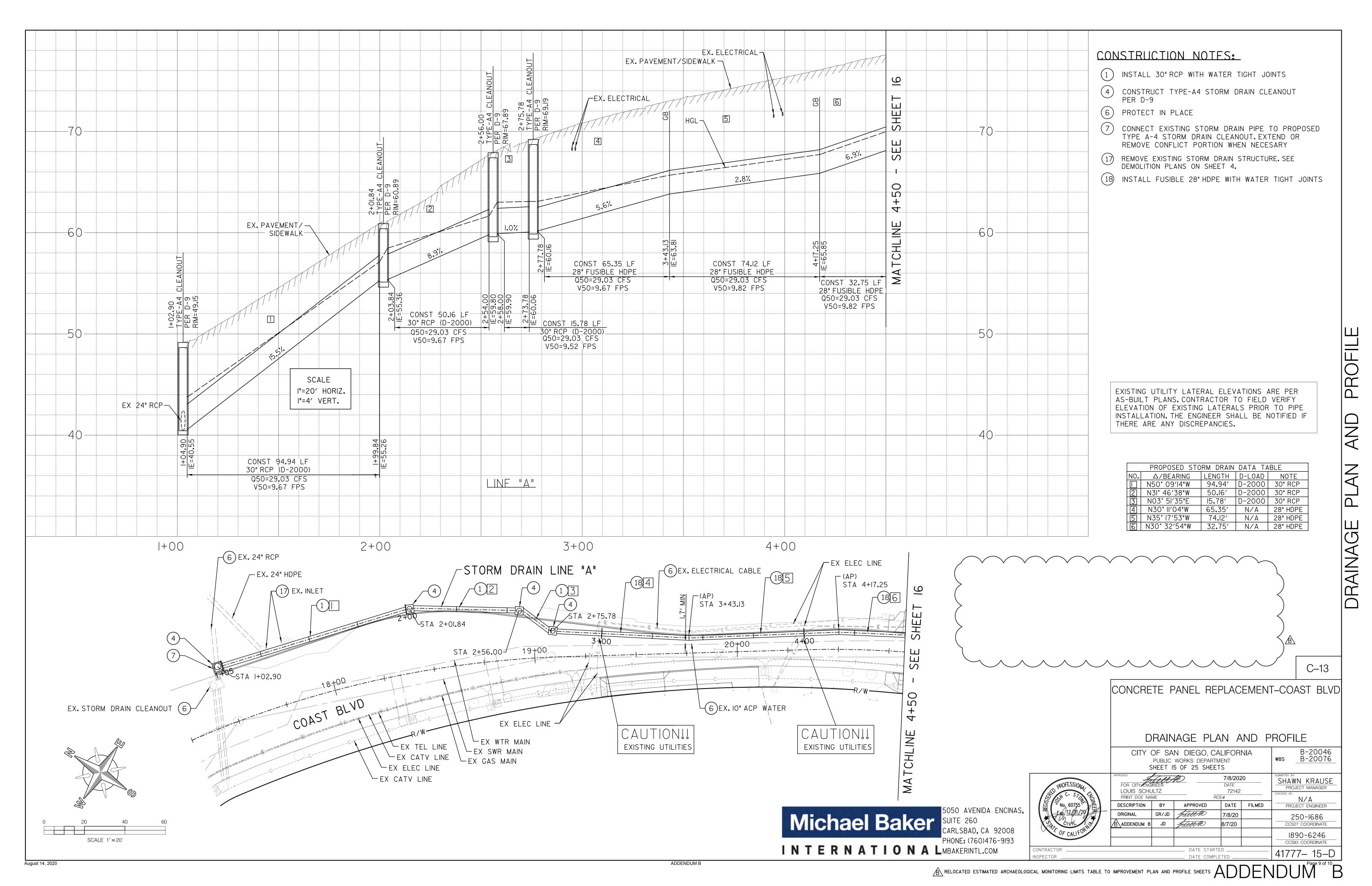
A CHANGED PCC PAVEMENT THICKNESS FROM 7.5' TO 9' ADDED ESTIMATED ARCHAEOLOGICAL MONITORING LIMITS TABLE TO IMPROVEMENT PLAN AND PROFILE SHEETS TO ACCOUNT FOR ALL PCC PAVEMENT ADDEDED TO 10 Page 7 of 1

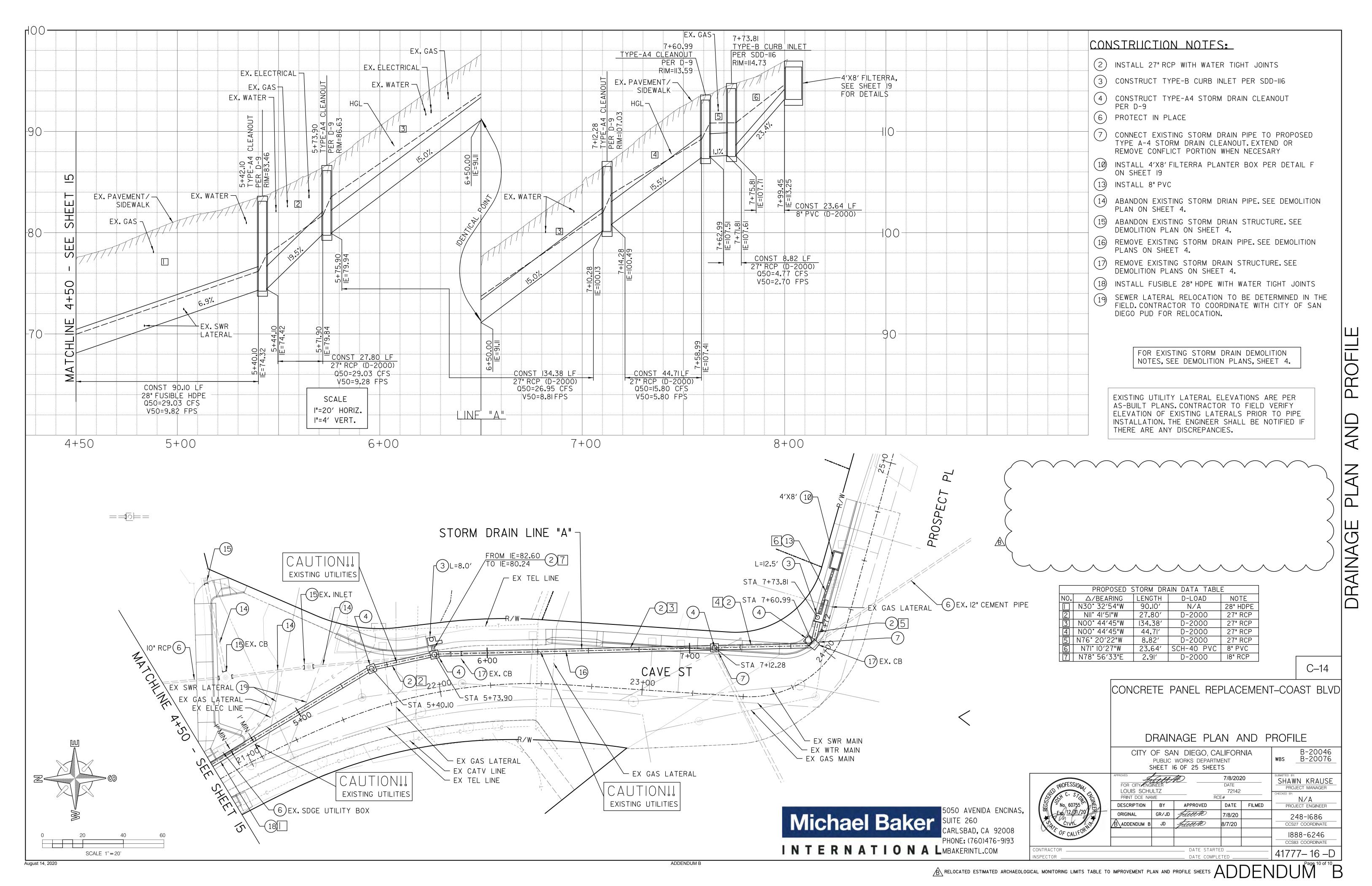


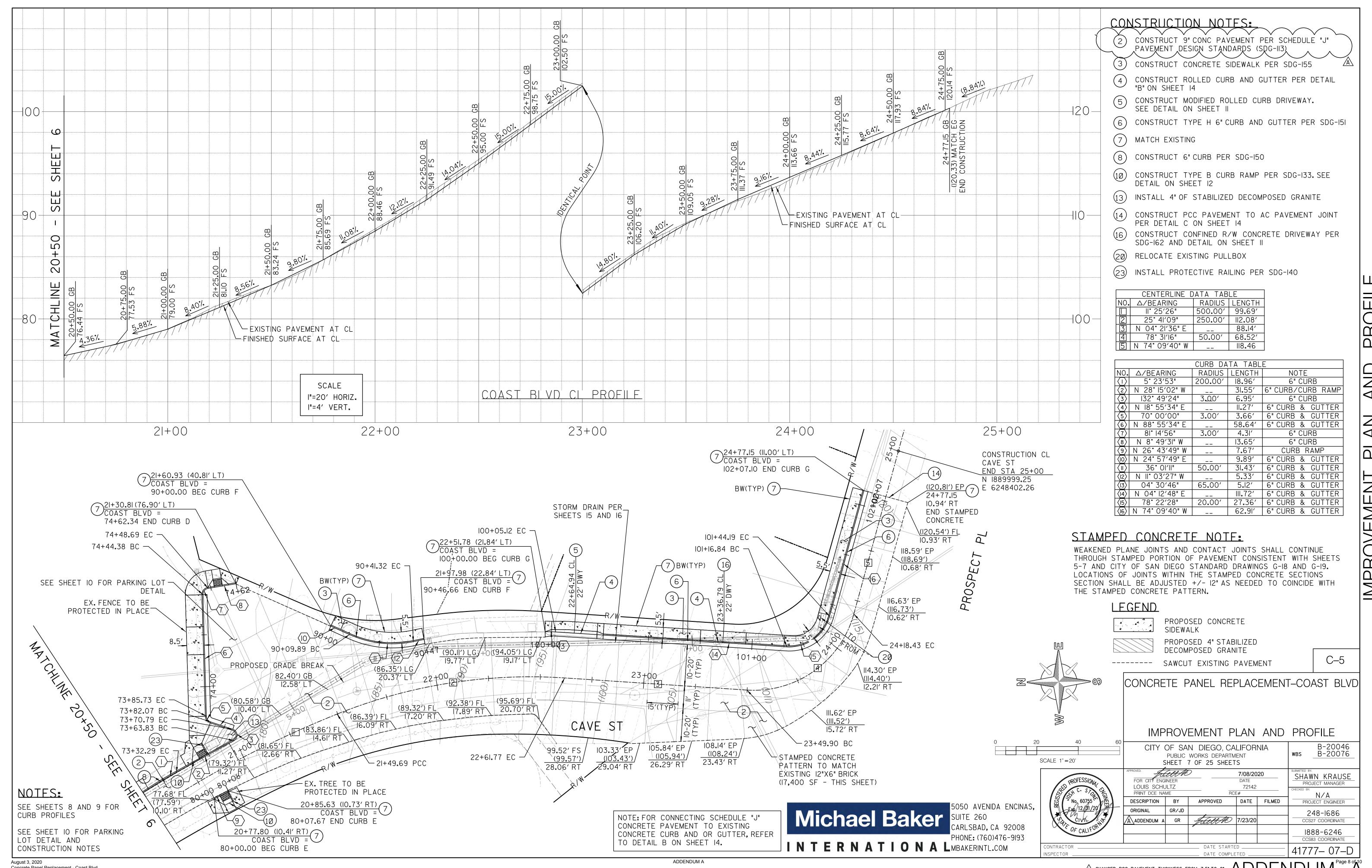
August 14, 2020

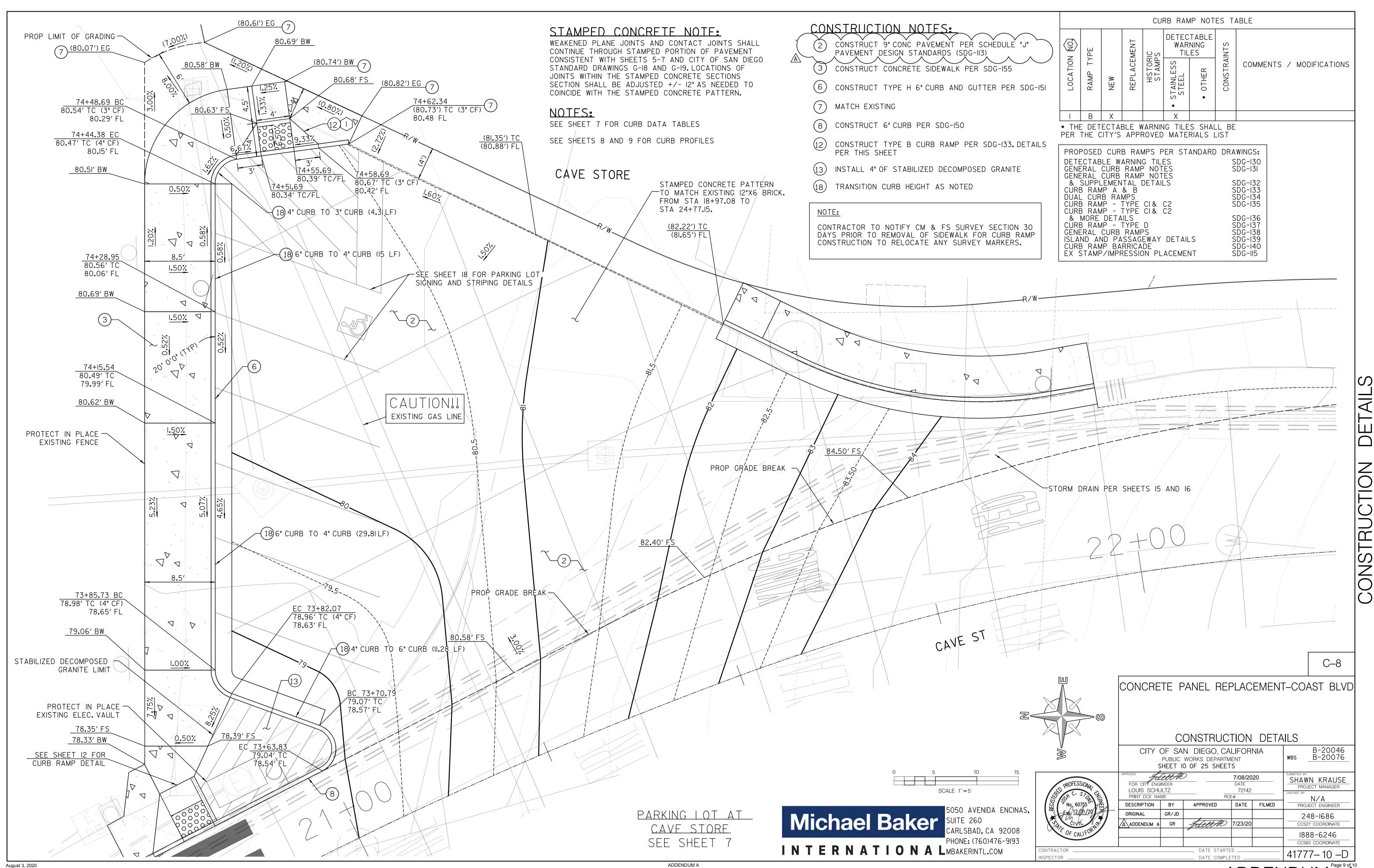
CHANGED PCC PAVEMENT THICKNESS FROM 7.5° TO 9° ADDED ESTIMATED ARCHAEOLOGICAL MONITORING LIMITS TABLE TO IMPROVEMENT PLAN AND PROFILE SHEETS TO ACCOUNT FOR ALL PCC PAVEMENT ADDED TO SHEET ADDED TO SHEE

ugust 14, 2020







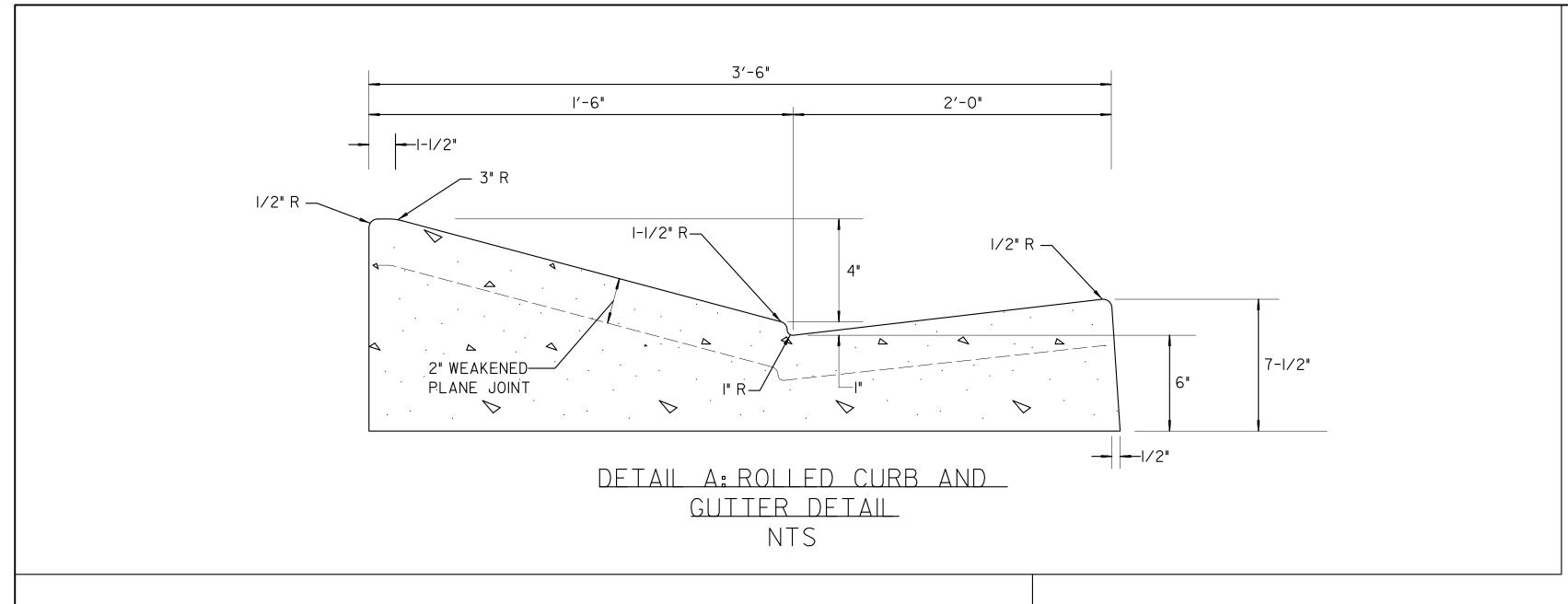


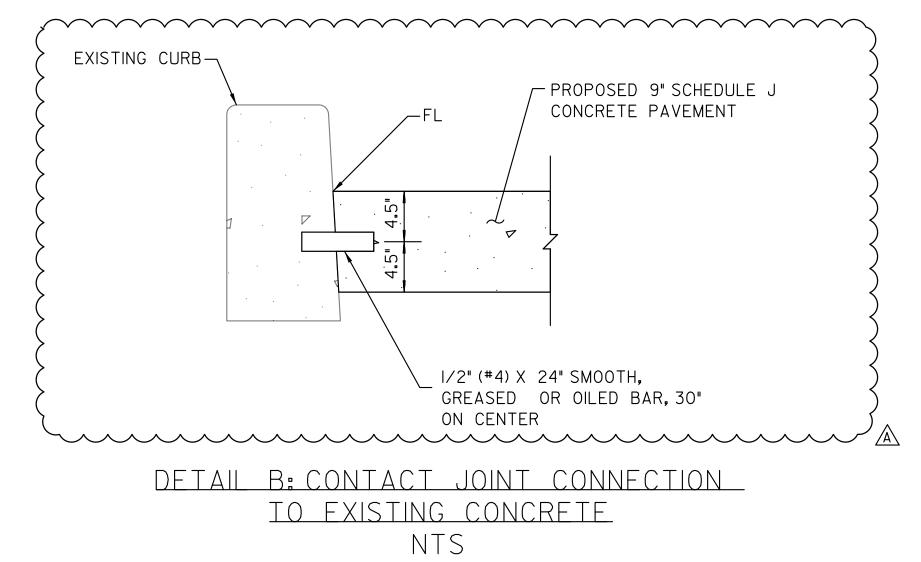
Concrete Panel Replacement - Coast Blvd

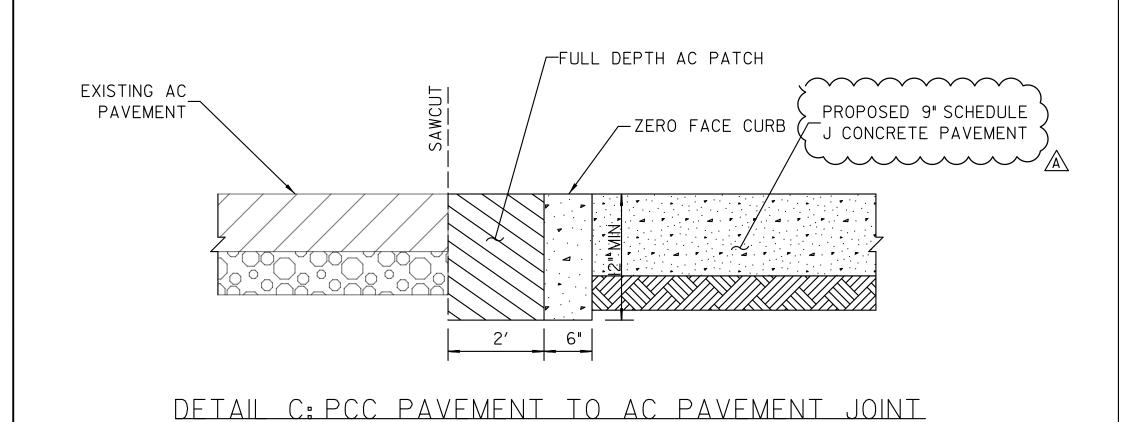
C-12

SEE EACH SHEET CCS83 COORDINATE

41777– 14 –D







NTS

Michael Baker

Suite 260
CARLSBAD, CA 92008
PHONE: (760)476-9193

L N T E R N A T I O N A LMBAKERINTL.COM

CONCRETE PANEL REPLACEMENT-COAST BLVD CONSTRUCTION DETAILS CITY OF SAN DIEGO, CALIFORNIA
PUBLIC WORKS DEPARTMENT
SHEET 14 OF 25 SHEETS B-20046 B-20076 FOR CITY ENGINEER SHAWN KRAUSE PROJECT MANAGER LOUIS SCHULTZ 72142 N/A
PROJECT ENGINEER DESCRIPTION BY APPROVED DATE FILMED GR/JD ORIGINAL SEE EACH SHEET CCS27 COORDINATE Filest # 7/23/20 A\ADDENDUM A\GR

CHANGED PCC PAVEMENT THICKNESS FROM 7.5' TO 9' ADDENDUM Page 10 of 10

CONTRACTOR

ADDENDUM A

Concrete Panel Replacement - Coast Blvd (K-21-1943-DBB-3), bidding on August 27, 2020 2:00 PM (Pacific)

Printed 08/27/2020

Bid Results

Bidder Details

Vendor Name PAL General Engineering, Inc. **Address** 10675 Treena st ste 103

San Diego, CA 92131

United States

Respondee Abd Jahshan **Respondee Title** President

Phone 858-860-5300 Ext.
Email estimating@palsdg.com
Vendor Type PQUAL,CADIR,Local

License # 916931 **CADIR** 100004280

Bid Detail

Bid Format Electronic

Submitted August 27, 2020 1:40:33 PM (Pacific)

Delivery Method Bid Responsive

Bid Status Submitted
Confirmation # 224212
Ranking 0

Respondee Comment

Buyer Comment

Attachments

File Title	File Name	File Type
PAL General Engineering, Inc.	A- CONTRACTOR'S CERTIFICATION OF PENDING ACTIONS.pdf	CONTRACTOR'S CERTIFICATION OF PENDING ACTIONS
PAL General Engineering, Inc.	B- Mandatory Disclosure of Business Interests Form.pdf	MANDATORY DISCLOSURE OF BUSINESS INTERESTS FORM
PAL General Engineering, Inc.	C- DEBARMENT AND SUSPENSION CERTIFICATION - PRIME CONTRACTOR.pdf	DEBARMENT AND SUSPENSION CERTIFICATION (PRIME CONTRACTOR)
PAL General Engineering, Inc.	D- DEBARMENT AND SUSPENSION CERTIFICATION - SUBCONTRACTORS.pdf	DEBARMENT AND SUSPENSION CERTIFICATION(SUBCONT RACTORS/SUPPLIERS/MAN UFACTURERS)
PAL General Engineering, Inc.	Concrete Panel Bid Bond.pdf	Bid Bond

Line Items

Type	Item Code	UOM	Qty	Unit Price	Line Total Comment
	Main Bid				
1	Bonds (Payment and Performance)				
	524126	LS	1	\$15,000.00	\$15,000.00

Bid Results

Type 2	Item Code Archaeological and Native American Monito	UOM oring Program	Qty	Unit Price	Line Total Comment	
	541690	LS	1	\$10,000.00	\$10,000.00	
3	Archaeological and Native American Mitigat	ion and Curatio	on (EOC Type I)			
	541690	AL	1	\$5,000.00	\$5,000.00	
4	Mobilization					
	237310	LS	1	\$15,000.00	\$15,000.00	
5	Field Orders (EOC Type II)					
		AL	1	\$50,000.00	\$50,000.00	
6	Clearing and Grubbing					
	238910	LS	1	\$35,000.00	\$35,000.00	
7	Unclassified Excavation					
	237310	CY	935	\$80.00	\$74,800.00	
8	4" Stabilized Decomposed Granite					
	237310	SF	125	\$20.00	\$2,500.00	
9	9" Concrete Pavement					
	237310	SF	33540	\$9.50	\$318,630.00	
10	Storm Drain Cleanout (Type A4)					
	237110	EA	9	\$7,500.00	\$67,500.00	
11	Curb Inlet (Type B)					
	237110	EA	3	\$9,500.00	\$28,500.00	
12	Confined Space Concrete Driveway per Def					
	237310	SF	120	\$12.00	\$1,440.00	
13	Concrete Sidewalk					
	237310	SF	3400	\$7.00	\$23,800.00	
14	Curb Ramp (Type B)				***	
	237310	EA	6	\$4,250.00	\$25,500.00	
15	Curb Ramp (Type C1)		,	4.050.00	A 4.050.00	
	237310	EA	1	\$4,250.00	\$4,250.00	
16	6" Curb		400	# 00.00	¢47.040.00	
	237310	LF	460	\$39.00	\$17,940.00	
17	6" Curb & Gutter (Type H)	15	075	#40.00	¢12.475.00	
	237310	LF	275	\$49.00	\$13,475.00	

Bid Results

Type 18	Item Code Modified Rolled Curb and Gutter per Detail	UOM	Qty	Unit Price	Line Total	Comment
	237310	LF	28	\$65.00	\$1,820.00	
19	Type B Concrete Driveway (7.5" Thick) per D	etail				
	237310	SF	305	\$12.00	\$3,660.00	
20	PCC Pavement to AC Pavement Joint					
	237310	LF	22	\$89.00	\$1,958.00	
21	Adjustable Post					
	238990	EA	2	\$350.00	\$700.00	
22	Abandon and Fill existing Storm Drain Pipe C	outside of Tre	nch			
	237110	LF	152	\$25.00	\$3,800.00	
23	Abandon Existing Storm Drain Cleanouts and	l Inlets Outsid	de of Trench Limit			
	237110	EA	3	\$2,500.00	\$7,500.00	
24	8" PVC Pipe					
	237110	LF	24	\$150.00	\$3,600.00	
25	18" RCP Storm Drain					
	237110	LF	3	\$650.00	\$1,950.00	
26	27" RCP Storm Drain					
	237110	LF	216	\$150.00	\$32,400.00	
27	30" RCP Storm Drain					
	237110	LF	161	\$189.00	\$30,429.00	
28	Sewer Lateral and Cleanout (4" Street)					
	237110	EA	2	\$6,500.00	\$13,000.00	
29	Signing and Striping Restoration					
	237310	LS	1	\$14,000.00	\$14,000.00	
30	Fusible 28" HDPE Pipe			****		
	237110	LF	263	\$250.00	\$65,750.00	
31	Relocate Existing Pullbox	E 4	4	# 450.00	#450.00	
	238910	EA	1	\$450.00	\$450.00	
32	Adjust Existing Water Meter to Grade	ΕΛ.	2	#250.00	Φ4 ΩEΩ ΩΩ	
	237310	EA	3	\$350.00	\$1,050.00	
33	Adjust Existing Manhole to Grade	ΕΛ	E	¢450.00	<u></u> ቀር	
	237310	EA	5	\$450.00	\$2,250.00	

Printed 08/27/2020

Bid Results

Type 34	Item Code	ana Vault ta Grada	UOM	Qty	Unit Price	Line Total	Comment
34	Adjust Existing Telepho	one vault to Grade	EA	2	\$1,250.00	\$2,500.00	
35	Adjust Existing Water	√alve to Grade					
	237310		EA	4	\$450.00	\$1,800.00	
36	Adjust Existing Gas Va	lve to Grade					
	237310		EA	3	\$450.00	\$1,350.00	
37	Adjust Existing Survey	Monument to Grade					
	237310		LS	1	\$900.00	\$900.00	
38	Adjust Existing Pull Box	to Grade					
	237310		EA	3	\$750.00	\$2,250.00	
39	Traffic Control						
	541330		LS	1	\$48,550.00	\$48,550.00	
40	Protective Railing at Cu	ırb Ramps					
	237310		EA	2	\$4,500.00	\$9,000.00	
41	WPCP Development						
	541330		LS	1	\$5,000.00	\$5,000.00	
42	WPCP Implementation						
	237310		LS	1	\$10,000.00	\$10,000.00	
43	Filterra Planter Box or 0	City Approved Equal					
	238990		EA	1	\$19,450.00	\$19,450.00	
					Subtotal	\$993,452.00	
Cuba					Total	\$993,452.00	
	ontractors & Address	Description		License Num	CADIR	Amo	ount Type
Statewi PO BOX	i de Stripes, Inc. K 600710 ego, CA 92160	Striping		788286	1000001334	\$10,990	••
8996 M Suite 25	ego, CA 92126	Install PCC		948657	1000461918	\$268,320	D.00 LAT,MALE,ELBE,DB E,CADIR

Item Num	Section	Item Code	Description	Reference	Unit of Measure	Quantity	PAL General Engineering, Inc Unit Price	PAL General Engineering, Inc Line Total
1	Main Bid	524126	Bonds (Payment and Performance)	1-7.2.1	LS	1	\$15,000.00	\$15,000.00
2	Main Bid	541690	Archaeological and Native American Monitoring Program	6-6.2.1.1	LS	1	\$10,000.00	\$10,000.00
3	Main Bid	541690	Archaeological and Native American Mitigation and Curation (EOC Type I)	6-6.2.3.1	AL	1	\$5,000.00	\$5,000.00
4	Main Bid	237310	Mobilization	7-3.4.1	LS	1	\$15,000.00	\$15,000.00
5	Main Bid		Field Orders (EOC Type II)	7-3.9	AL	1	\$50,000.00	\$50,000.00
6	Main Bid	238910	Clearing and Grubbing	300-1.4	LS	1	\$35,000.00	\$35,000.00
7	Main Bid	237310	Unclassified Excavation	300-2.9	CY	935	\$80.00	\$74,800.00
8	Main Bid	237310	4" Stabilized Decomposed Granite	301-7.4	SF	125	\$20.00	\$2,500.00
9	Main Bid	237310	9" Concrete Pavement	302-6.8	SF	33540	\$9.50	\$318,630.00
10	Main Bid	237110	Storm Drain Cleanout (Type A4)	303-1.12	EA	9	\$7,500.00	\$67,500.00

11	Main Bid	237110	Curb Inlet (Type B)	303-1.12	EA	3	\$9,500.00	\$28,500.00
12	Main Bid	237310	Confined Space Concrete Driveway per Detail	303-5.9	SF	120	\$12.00	\$1,440.00
13	Main Bid	237310	Concrete Sidewalk	303-5.9	SF	3400	\$7.00	\$23,800.00
14	Main Bid	237310	Curb Ramp (Type B)	303-5.10.2	EA	6	\$4,250.00	\$25,500.00
15	Main Bid	237310	Curb Ramp (Type C1)	303-5.10.2	EA	1	\$4,250.00	\$4,250.00
16	Main Bid	237310	6" Curb	303-5.9	LF	460	\$39.00	\$17,940.00
17	Main Bid	237310	6" Curb & Gutter (Type H)	303-5.9	LF	275	\$49.00	\$13,475.00
18	Main Bid	237310	Modified Rolled Curb and Gutter per Detail	303-5.9	LF	28	\$65.00	\$1,820.00
19	Main Bid	237310	Type B Concrete Driveway (7.5" Thick) per Detail	303-5.9	SF	305	\$12.00	\$3,660.00
20	Main Bid	237310	PCC Pavement to AC Pavement Joint	303-5.9	LF	22	\$89.00	\$1,958.00
21	Main Bid	238990	Adjustable Post	304-7.2	EA	2	\$350.00	\$700.00

22	Main Bid	237110	Abandon and Fill existing Storm Drain Pipe Outside of Trench	306-3.3.4	LF	152	\$25.00	\$3,800.00
23	Main Bid	237110	Abandon Existing Storm Drain Cleanouts and Inlets Outside of Trench Limit	306-3.3.4	EA	3	\$2,500.00	\$7,500.00
24	Main Bid	237110	8" PVC Pipe	306-15.1	LF	24	\$150.00	\$3,600.00
25	Main Bid	237110	18" RCP Storm Drain	306-15.1	LF	3	\$650.00	\$1,950.00
26	Main Bid	237110	27" RCP Storm Drain	306-15.1	LF	216	\$150.00	\$32,400.00
27	Main Bid	237110	30" RCP Storm Drain	306-15.1	LF	161	\$189.00	\$30,429.00
28	Main Bid	237110	Sewer Lateral and Cleanout (4" Street)	306-17.2	EA	2	\$6,500.00	\$13,000.00
29	Main Bid	237310	Signing and Striping Restoration	314-6	LS	1	\$14,000.00	\$14,000.00
30	Main Bid	237110	Fusible 28" HDPE Pipe	317-1.10	LF	263	\$250.00	\$65,750.00
31	Main Bid	238910	Relocate Existing Pullbox	402-4.2	EA	1	\$450.00	\$450.00
32	Main Bid	237310	Adjust Existing Water Meter to Grade	403-5	EA	3	\$350.00	\$1,050.00

33	Main Bid	237310	Adjust Existing Manhole to Grade	403-5	EA	5	\$450.00	\$2,250.00
34	Main Bid	237310	Adjust Existing Telephone Vault to Grade	403-3.5	EA	2	\$1,250.00	\$2,500.00
35	Main Bid	237310	Adjust Existing Water Valve to Grade	403-3.5	EA	4	\$450.00	\$1,800.00
36	Main Bid	237310	Adjust Existing Gas Valve to Grade	403-3.5	EA	3	\$450.00	\$1,350.00
37	Main Bid	237310	Adjust Existing Survey Monument to Grade	403-5	LS	1	\$900.00	\$900.00
38	Main Bid	237310	Adjust Existing Pull Box to Grade	403-3.5	EA	3	\$750.00	\$2,250.00
39	Main Bid	541330	Traffic Control	601-7	LS	1	\$48,550.00	\$48,550.00
40	Main Bid	237310	Protective Railing at Curb Ramps	701-2	EA	2	\$4,500.00	\$9,000.00
41	Main Bid	541330	WPCP Development	1001-4.2	LS	1	\$5,000.00	\$5,000.00

42	Main Bid	237310	WPCP Implementatio n	1001-4.2	LS	1	\$10,000.00	\$10,000.00
43	Main Bid	238990	Filterra Planter Box or City Approved Equal	1002.9.2	EA	1	\$19,450.00	\$19,450.00
							Subtotal	\$993,452.00
							Total	\$993,452.00