

City of San Diego

CONTRACTOR'S NAME: ORTIZ CORPORATION
ADDRESS: 2000 McKinley Av., National City, CA 91950
TELEPHONE NO.: 619-434-7925 FAX NO.: 619-434-7931
CITY CONTACT: Rosa Riego, Senior Contract Specialist, Email: RRiego@sandiego.gov
Phone No. (619) 533-3426
S. Cochinwala / R. Puertollano / B. Richardson

BIDDING DOCUMENTS



FOR

BALBOA PARK PIPELINE REPLACEMENT PHASE II

BID NO.: K-21-1992-DBB-3
SAP NO. (WBS/IO/CC): B-17140, B-17133
CLIENT DEPARTMENT: 2000
COUNCIL DISTRICT: 3
PROJECT TYPE: KA, JA

THIS CONTRACT WILL BE SUBJECT TO THE FOLLOWING:

- PHASED-FUNDING
- THE CITY'S SUBCONTRACTING PARTICIPATION REQUIREMENTS FOR SLBE PROGRAM
- PREVAILING WAGE RATES: STATE FEDERAL
- APPRENTICESHIP

BID DUE DATE:

2:00 PM

FEBRUARY 16, 2021

CITY OF SAN DIEGO'S ELECTRONIC BIDDING SITE, PLANETBIDS

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

ENGINEER OF WORK

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



For City Engineer

12/21/2020

Date

Seal:



TABLE OF CONTENTS

SECTION	PAGE
1. REQUIRED DOCUMENTS SCHEDULE.....	4
2. NOTICE INVITING BIDS.....	6
3. INSTRUCTIONS TO BIDDERS	9
4. PERFORMANCE AND PAYMENT BONDS	20
5. ATTACHMENTS:	
A. SCOPE OF WORK	23
B. PHASED FUNDING PROVISIONS.....	25
C. RESERVED.....	29
D. PREVAILING WAGE	30
E. SUPPLEMENTARY SPECIAL PROVISIONS	35
1. Appendix A - Addendum to Mitigated Negative Declaration.....	76
2. Appendix B - Fire Hydrant Meter Program	99
3. Appendix C - Materials Typically Accepted by Certificate of Compliance	113
4. Appendix D - Sample City Invoice with Cash Flow Forecast.....	115
5. Appendix E - Location Map	118
6. Appendix F - Adjacent Project Map	120
7. Appendix G - Contractor’s Daily Quality Control Inspection Report	122
8. Appendix H - Monthly Drinking Water Discharge Monitoring Form.....	127
9. Appendix I - Rehab Data Collection – Sewer Mains Sample Data Template	130
10. Appendix J - Sample Archaeology Invoice.....	132
11. Appendix K - Sample of Public Notice.....	135
12. Appendix L - Advanced Metering Infrastructure (AMI) Device Protection.....	137
13. Appendix M - Balboa Park Annual Events.....	144
F. RESERVED.....	150
G. CONTRACT AGREEMENT	151
6. CERTIFICATIONS AND FORMS.....	154

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 & Mfgs	At Time of Bid	ALL BIDDERS
6.	Bid Bond (Original)	By 5PM 3 working days after bid opening	ALL BIDDERS
7.	SLBE Good Faith Effort Documentation	By 5 PM 3 working days after bid opening	ALL BIDDERS
8.	Form AA60 – List of Work Made Available	By 5 PM 3 working days after bid opening with Good Faith Effort (GFE) documentation	ALL BIDDERS
9.	Contractor's Experience and Past Project Documentation. See SSP and 2018 WB Section 500-2.1, "Initial Submittals" subitem 1a)	At Time of Bid	ALL BIDDERS
10.	Manufacturer Authorized Installer Certification. See SSP and 2018 WB Section 500-2.1, "Initial Submittals" subitem 1b)	At Time of Bid	ALL BIDDERS
11.	Phased Funding Schedule Agreement (when required)	Within 10 working days of receipt by the bidder of the Notice of Intent to Award	AWARDED BIDDER

ITEM	DOCUMENT TO BE SUBMITTED	WHEN DUE	FROM
12.	If the Contractor is a Joint Venture: <ul style="list-style-type: none"> • Joint Venture Agreement • Joint Venture License 	Within 10 working days of receipt by bidder of contract forms	AWARDED BIDDER
13.	Payment & Performance Bond: Certificates of Insurance & Endorsements	Within 10 working days of receipt by bidder of contract forms and NOI	AWARDED BIDDER
14.	Signed Contract Agreement Page	Within 3 working days of receipt by bidder of Contract Agreement	AWARDED BIDDER
15.	Listing of "Other Than First Tier" Subcontractors	Within 10 working days of receipt by bidder of contract forms	AWARDED BIDDER

NOTICE INVITING BIDS

1. **SUMMARY OF WORK:** This is the City of San Diego's (City) solicitation process to acquire Construction services for **Balboa Park Pipeline Replacement Phase II**. 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 **\$7,876,000**.
4. **BID DUE DATE AND TIME ARE: February 16, 2021 at 2:00 PM**
5. **PREVAILING WAGE RATES APPLY TO THIS CONTRACT:** Refer to Attachment D.
6. **LICENSE REQUIREMENT:** To be eligible for award of this contract, Prime contractor must possess the following licensing classifications: **A** or (**C-34** and **C-42**)
7. **SUBCONTRACTING PARTICIPATION PERCENTAGES:** Subcontracting participation percentages apply to this contract.
 - 7.1. The City has incorporated **mandatory** SLBE-ELBE subcontractor participation percentages to enhance competition and maximize subcontracting opportunities. For the purpose of achieving the mandatory subcontractor participation percentages, a recommended breakdown of the SLBE and ELBE subcontractor participation percentages based upon certified SLBE and ELBE firms has also been provided to achieve the mandatory subcontractor participation percentages:

1. SLBE participation	9.6%
2. ELBE participation	12.7%
3. Total mandatory participation	22.3%
 - 7.2. The Bid may be declared non-responsive if the Bidder fails to meet the following requirements:
 - 7.2.1. Include SLBE-ELBE certified subcontractors at the overall mandatory participation percentage identified in this document; OR
 - 7.2.2. Submit Good Faith Effort (GFE) documentation, saved in searchable Portable Document Format (PDF), demonstrating the Bidder made a good faith effort to conduct outreach to and include SLBE-ELBE Subcontractors as required in this solicitation by 5 PM 3 Working Days after the Bid opening if the overall mandatory participation percentage is not met.

All submittals in searchable PDF shall be submitted electronically within the prescribed time identified in the contract documents via PlanetBids by invitation to the point of contact named in the bid provided by the Contract Specialist to all bidders.

8. AWARD PROCESS:

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

9. SUBMISSION OF QUESTIONS:

- 9.1.** The Director (or Designee) of the 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: Rosa Riego, Senior Contract Specialist
OR:
RRiego@sandiego.gov
- 9.2.** Questions received less than 14 days prior to the date for opening of Bids may not be considered.
- 9.3.** Questions or clarifications deemed by the City to be material shall be answered via issuance of an addendum and posted to the City's online bidding service.

9.4. Only questions answered by formal written addenda shall be binding. Oral and other interpretations or clarifications shall be without legal effect. It is the Bidder's responsibility to be informed of any addenda that have been issued and to include all such information in its Bid.

10. PHASED FUNDING: For Phased Funding Conditions, see Attachment B.

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 [PlanetBids™](#).

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 an 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, EOCB 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/ecp/edocref/greenbook	2018	PWPI010119-02
City of San Diego Standard Drawings* https://www.sandiego.gov/ecp/edocref/standarddraw	2018	PWPI010119-03
Citywide Computer Aided Design and Drafting (CADD) Standards https://www.sandiego.gov/ecp/edocref/drawings	2018	PWPI010119-04
California Department of Transportation (CALTRANS) Standard Specifications https://dot.ca.gov/programs/design/ccs-standard-plans-and-standard-specifications	2018	PWPI030119-05

Title	Edition	Document Number
CALTRANS Standard Plans https://dot.ca.gov/programs/design/ccs-standard-plans-and-standard-specifications	2018	PWPI030119-06
California Manual on Uniform Traffic Control Devices Revision 5 (CA MUTCD 2014 Rev 5) http://www.dot.ca.gov/programs/safety-programs/camutcd/camutcd-rev5	2014	PWPI042220-09
<p>NOTE: *Available online under Engineering Documents and References at: https://www.sandiego.gov/ecp/edocref/</p> <p>*Electronic updates to the Standard Drawings may also be found in the link above</p>		

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

12.

SUBCONTRACTOR INFORMATION:

12.1. LISTING OF SUBCONTRACTORS. In accordance with the requirements provided in the "Subletting and Subcontracting Fair Practices Act" of the California Public Contract Code, the Bidder shall provide the **NAME** and **ADDRESS** of each Subcontractor who will perform work, labor, render services or who specially fabricates and installs a portion [type] of the work or improvement, in an amount in excess of 0.5% of the Contractor's total Bid. The Bidder shall also state within the description, whether the subcontractor is a **CONSTRUCTOR, CONSULTANT** or **SUPPLIER**. The Bidder shall state the **DIR REGISTRATION NUMBER** for all subcontractors and shall further state within the description, the **PORTION** of the work which will be performed by each subcontractor under this Contract. The Contractor shall list only one Subcontractor for each portion of the Work. The **DOLLAR VALUE** of the total Bid to be performed shall be stated for all subcontractors listed. Failure to comply with this requirement may result in the Bid being rejected as **non-responsive** and ineligible for award. The Bidder's attention is directed to the Special Provisions – Section 3-2, "SELF- PERFORMANCE", which stipulates the percent of the Work to be performed with the Bidders' own forces. The Bidder shall list all SLBE, ELBE, DBE, DVBE, MBE, WBE, OBE, SDB, WoSB, HUBZone, and SDVOSB Subcontractors for which Bidders are seeking recognition towards achieving any mandatory, voluntary (or both) subcontracting participation goals.

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

12.2. LISTING OF SUPPLIERS. Any Bidder seeking the recognition of Suppliers of equipment, materials, or supplies obtained from third party Suppliers towards achieving any mandatory or voluntary (or both) subcontracting participation goals shall provide, at a minimum, the **NAME, LOCATION (CITY), DIR REGISTRATION NUMBER** and the **DOLLAR VALUE** of each supplier. The Bidder will be credited up to 60% of the amount to be paid to the Suppliers for materials and supplies unless vendor manufactures or substantially alters materials and supplies, in which case, 100% will be credited. The Bidder is to indicate within the description whether the listed firm is a supplier or manufacturer. If no indication is provided, the listed firm will be credited at 60% of the listed dollar value for purposes of calculating the Subcontractor Participation Percentage.

- 12.3. LISTING OF SUBCONTRACTORS OR SUPPLIERS FOR ALTERNATES.** For subcontractors or suppliers to be used on additive or deductive alternate items, in addition to the above requirements, bidder shall further note "ALTERNATE" and alternate item number within the description.
- 13. SUBMITTAL OF "OR EQUAL" ITEMS:** See Section 4-6, "Trade Names" in The WHITEBOOK and as amended in the SSP.
- 14. AWARD:**
- 14.1.** The Award of this contract is contingent upon the Contractor's compliance with all condition's precedent to Award.
- 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.
- 14.2.** This contract will be deemed executed and effective only upon the signing of the Contract by the Mayor or his designee and approval as to form the City Attorney's Office.
- 15. SUBCONTRACT LIMITATIONS:** The Bidder's attention is directed to Standard Specifications for Public Works Construction, Section 3-2, "SELF-PERFORMANCE" in The GREENBOOK and as amended in the SSP which requires the Contractor to self-perform not less than the specified amount. Failure to comply with this requirement shall render the bid **non-responsive** and ineligible for award.
- 16. AVAILABILITY OF PLANS AND SPECIFICATIONS:** Contract Documents may be obtained by visiting the City's website: <http://www.sandiego.gov/cip/>. Plans and Specifications for this contract are also available for review in the office of the City Clerk or Engineering & Capital Projects Department, Contracts Division.
- 17. ONLY ONE BID PER CONTRACTOR SHALL BE ACCEPTED:** 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:**

- 19.1. For bids \$250,000 and above, bidders shall submit Bid Security at bid time. Bid Security shall be in one of the following forms: a cashier's check, or a properly certified check upon some responsible bank; or an approved corporate surety bond payable to the City of San Diego for an amount of not less than 10% of the total bid amount.
- 19.2. This check or bond, and the monies represented thereby, will be held by the City as a guarantee that the Bidder, if awarded the contract, will in good faith enter into the contract and furnish the required final performance and payment bonds.
- 19.3. The Bidder agrees that in the event of the Bidder's failure to execute this contract and provide the required final bonds, the money represented by the cashier's or certified check will remain the property of the City; and the Surety agrees that it will pay to the City the damages, not exceeding the sum of 10% of the amount of the Bid, that the City may suffer as a result of such failure.
- 19.4. At the time of bid submission, bidders must upload and submit an electronic PDF copy of the aforementioned bid security. Whether in the form of a cashier's check, a properly certified check or an approved corporate surety bond payable to the City of San Diego, the bid security must be uploaded to the City's eBidding system. By 5PM, 3 working days after the bid opening date, all bidders must provide the City with the original bid security.
- 19.5. Failure to submit the electronic version of the bid security at the time of bid submission AND failure to provide the original by 5PM, 3 working days after the bid opening date shall cause the bid to be rejected and deemed **non-responsive**.

Due to circumstances related to Covid-19, until further notice, all original bid bond submittals must be received by 5 PM, 3 working days after bid opening.

Upon circumstances returning to normal business as usual, the original bid bond shall once again be due by 5 PM the day after bid opening.

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.
- 22.4. Pursuant to the San Diego City Charter section 94, the City may only award a public works contract to the lowest responsible and reliable Bidder. The City will require the Apparent Low Bidder to (i) submit information to determine the Bidder's responsibility and reliability, (ii) execute the Contract in form provided by the City, and (iii) furnish good and approved bonds and insurance certificates specified by the City within 14 Days, unless otherwise approved by the City, in writing after the Bidder receives notification from the City, designating the Bidder as the Apparent Low Bidder and formally requesting the above mentioned items.
- 22.5. The award of the Contract is contingent upon the satisfactory completion of the above-mentioned items and becomes effective upon the signing of the Contract by the Mayor or designee and approval as to form by the City Attorney's Office. If the Apparent Low Bidder does not execute the Contract or submit required documents and information, the City may award the Contract to the next lowest responsible and reliable Bidder who shall fulfill every condition precedent to award. A corporation designated as the Apparent Low Bidder shall furnish evidence of its corporate existence and evidence that the officer signing the Contract and bond for the corporation is duly authorized to do so.

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

PERFORMANCE BOND, LABOR AND MATERIALMEN'S BOND

Bond No. 4439554 / Premium: \$42,438

FAITHFUL PERFORMANCE BOND AND LABOR AND MATERIALMEN'S BOND:

Ortiz Corporation, a corporation, as principal, and
SureTec Insurance Company, a corporation authorized to do
business in the State of California, as Surety, hereby obligate themselves, their successors and
assigns, jointly and severally, to The City of San Diego a municipal corporation in the sum of **Six
Million Five Hundred Fifteen Thousand Eight Hundred Seventy Seven Dollars and
Seventy Cents (\$6,515,877.70)** for the faithful performance of the annexed contract, and in the
sum of **Six Million Five Hundred Fifteen Thousand Eight Hundred Seventy Seven Dollars
and Seventy Cents (\$6,515,877.70)** for the benefit of laborers and materialmen 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 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 the Principal in completing the improvements and work specified in the Agreement in the event the City terminates the Principal for default.

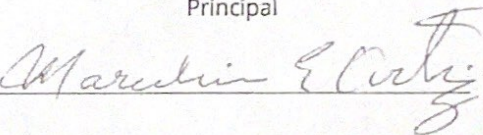
PERFORMANCE BOND, LABOR AND MATERIALMEN'S BOND (continued)

Dated April 20th, 2021

Approved as to Form

Ortiz Corporation

Principal

By 

Marcelino E. Ortiz

Printed Name of Person Signing for Principal

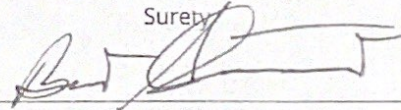
Mara W. Elliott, City Attorney

By 

Deputy City Attorney

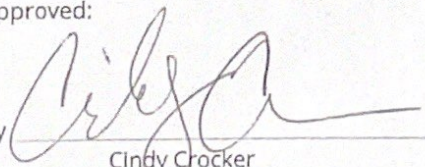
SureTec Insurance Company

Surety

By 

Bart Stewart, Attorney-in-fact

Approved:

By 

Cindy Crocker
Acting Deputy Director
Engineering & Capital Projects

3131 Camino Del Rio N., Suite 1450

Local Address of Surety

San Diego, CA 92108

Local Address (City, State) of Surety

(619) 400-4104

Local Telephone No. of Surety

Premium \$ 42,438.00

Bond No. 4439554

SureTec Insurance Company

LIMITED POWER OF ATTORNEY

Know All Men by These Presents, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

Bart Stewart

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for, providing the bond penalty does not exceed

Five Million and 00/100 Dollars (\$5,000,000.00)

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. *(Adopted at a meeting held on 20th of April, 1999.)*

In Witness Whereof, SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 12th day of August A.D. 2020 .




SURETEC INSURANCE COMPANY

By: 
 Michael C. Keimig, President

State of Texas ss:
 County of Harris


On this 12th day of August A.D. 2020 before me personally came Michael C. Keimig, to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.




 Tanya Sneed, Notary Public
 My commission expires March 30, 2023

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this 20th day of April, 2021, A.D.


 M. Brent Beaty, Assistant Secretary

ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

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

State of California }

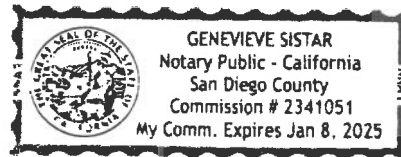
County of San Diego }

On 04/20/2021 before me, Genevieve Sistar, Notary Public,
personally appeared Bart Stewart,
who proved to me on the basis of satisfactory evidence to be the person(s) whose
name(s) (s) are subscribed to the within instrument and acknowledged to me that
(he) she/they executed the same in (his) her/their authorized capacity(ies), and that by
(his) her/their signature(s) on the instrument the person(s), or the entity upon behalf of
which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Genevieve Sistar
Notary Public Signature (Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

CAPACITY CLAIMED BY THE SIGNER

- Individual (s)
- Corporate Officer
_____ (Title)
- Partner(s)
- Attorney-in-Fact
- Trustee(s)
- Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they~~, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

ACKNOWLEDGMENT

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

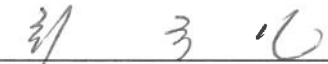
State of California
County of San Diego)

On Apr 21, 2021 before me, Gyujin Choi, Notary public
(insert name and title of the officer)

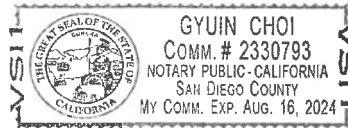
personally appeared Marcelino E. Ortiz,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~
subscribed to the within instrument and acknowledged to me that he/~~she~~/~~they~~ executed the same in
his/~~her~~/~~their~~ authorized capacity(ies), and that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

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

WITNESS my hand and official seal.

Signature 

(Seal)



ATTACHMENTS

ATTACHMENT A
SCOPE OF WORK

SCOPE OF WORK

1. **SCOPE OF WORK:** Consists of the replacement of approximately 1.88 miles of existing 6" PVC, 8" AC, 12"AC, and 16" AC water mains, the rehabilitation of approximately 0.07 miles of 6" CP sewer mains, the replacement of approximately 0.32 miles of existing 6" CP and 6" VC sewer mains, water services, sewer laterals, curb ramps, and all other work and appurtenances in accordance with the specifications.
 - 1.1. The Work shall be performed in accordance with:
 - 1.1.1. The Notice Inviting Bids and Plans numbered **40918-01-D** through **40918-30-D** and **40918-TC1-D** through **40918-TC39-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 **450 Working Days**.

ATTACHMENT B
PHASED FUNDING PROVISIONS

PHASED FUNDING PROVISIONS

1. PRE-AWARD

- 1.1. Within 10 Working Days of the Notice of Intent to Award, the Contractor must contact the Project Manager to discuss fund availability for each phase and shall also submit the following:
 - 1.1.1. Construction Cost Loaded Schedule in accordance with 6-1, "CONSTRUCTION SCHEDULE AND COMMENCEMENT OF THE WORK" and 7-3, "PAYMENT."
- 1.2. Contractor's failure to perform any of the following may result cancelling the award of the Contract:
 - 1.2.1. Meeting with the City's Project Manager to discuss the Phased Funding Schedule.
 - 1.2.2. Agreeing to a Phased Funding Schedule within **thirty** days of meeting with the City's Project Manager.

2. POST-AWARD

- 2.1. Do not start any construction activities for the next phase until the Notice to Proceed (NTP) has been issued by the City. The City will issue a separate NTP for each phase.
- 2.2. The City may issue the NTP for a subsequent phase before the completion of the preceding phase.

PHASED FUNDING SCHEDULE AGREEMENT

The particulars left blank below, such as the total number of phases and the amounts assigned to each phase, will be completed with funding specific information from the Pre-Award Schedule and Construction Cost Loaded Schedule submitted to and approved by the City.

BID NUMBER: K-21-1992-DBB-3 _____

CONTRACT OR TASK TITLE: Balboa Park Pipeline Replacement Phase II _____

CONTRACTOR: Ortiz Corporation _____

Funding Phase	Phase Description	Phase Start	Phase Finish	Not-to-Exceed Amount
1	Installation of 1.15 miles of water mains, services and related work including water potholing, existing water main abandonment. Alignment: Park Blvd Sta 1+00 to 49+93	NTP	12/31/2021	\$3,200,000.00 (water) \$25,585.85 (sewer)
2	Installation of 0.73 miles of water mains, services and related work including water potholing, existing water main abandonment. Alignment: Village Place Sta 1+00 to 3+30.87, Village Place (Parking) Sta 1+00 to 4+00, Zoo Place Sta 1+00 to 10+28.34, San Diego Zoo Parking lot Sta 1+00 to 8+17.12, Zoo Drive Sta 1+00 to 18+58.53, Richmond Street Sta 1+00 to 7+00, Zoo Drive Sta 1+00 to 2+07.33, and Zoo Drive Sta 1+00 to 1+29.22 Installation of 0.32 miles of sewer mains, 0.07 miles of rehabilitation, manholes, laterals, and sewer abandonment. Alignment: Spanish Village Sta 1+00 to 4+95.95, Zoo Place Sta 1+00 to 2+95.91, and Zoo Dr Sta 1+00 to 15+81.11 Installation of surface improvements including: curb ramps, curb/gutter, sidewalks, and RPMS.	1/1/2022	8/31/2022	\$997,461.55 (water) \$935,349.10 (sewer)
3	Installation surface improvements including; base repairs, bus pads, traffic loops, AC overlay, and striping.	9/1/2022	NOC	\$1,357,481.20
Contract Total				\$6,515,877.70

Notes:

- 1) WHITEBOOK section 7-3.10, "Phased Funding Compensation" applies.
- 2) The total of all funding phases shall be equal to the TOTAL BID PRICE as shown on BID SCHEDULE 1 - PRICES.
- 3) This PHASED FUNDING SCHEDULE AGREEMENT will be incorporated into the CONTRACT and shall only be revised by written modifications to the CONTRACT.

CITY OF SAN DIEGO

PRINT NAME: Nabil Butta
Construction Senior Engineer

Signature: Nabil Butta
Date: 5/18/2021

CONTRACTOR

PRINT NAME: Carlos Molina

Title: Project Manager

Signature: Carlos Molina
Digitally signed by Carlos Molina
Date: 2021.05.18 14:02:21 -07'00'

Date: 05/18/2021

PRINT NAME: Alex Sleiman
Design Senior Engineer

Signature: Alex Sleiman
Date: 5/18/2021

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 **7:00 AM to 5:00 PM** and **7:00 PM to 7:00 AM** as specified on the plans.

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:

1. 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

2-4 COOPERATION AND COLLATERAL WORK. To the GREENBOOK ADD the following:

- a) You shall coordinate the Work near the San Diego Zoo with the Director of Facilities, John Helminski (619-231-1515 Ext 4293).
- b) You shall coordinate the Work within Balboa Park including staging with the District Manager Mario Llanos (619-235-1124) and Charles Daniels (619-533-6597).
- c) You shall coordinate the Work impacting the NAVFAC Hospital including resurfacing with the hospital point of contacts:
 1. Chris Donald (619-556-1313), George.Donald@navy.mil
 2. Melencio Devera (619-556-0622), Melencio.Devera@navy.mil
 3. Martin Michael, Michael.S.Martin4@navy.mil

4. Abebe Yonatan, Yonatan.Abebe@navy.mil
- d) You shall coordinate work impacting the Roosevelt International Middle School with the Principal Bernard Steinberger (619-362-3851, bsteinberger@sandi.net)

SECTION 3 – CONTROL OF THE WORK

3-2 SELF-PERFORMANCE. To the “GREENBOOK”, DELETE in its entirety and SUBSTITUTE with the following:

1. You shall perform, with your own organization, Contract Work amounting to at least **50%** of the base Bid.

3-3 SUBCONTRACTORS. To the “WHITEBOOK”, ADD the following:

6. When a Subcontractor fails to prosecute a portion of the Work in a manner satisfactory to the City, you shall remove such Subcontractor immediately upon written request of the City, and shall request approval of a replacement Subcontractor to perform the Work in accordance with California Public Contract Code (PCC), Subletting and Subcontracting, Section 4107, at no added cost to the City.

3-8.4 Supporting Information. To the “WHITEBOOK”, ADD the following:

4. You shall collect and submit rehabilitation data spreadsheets along with monthly invoices for the following rehabilitation Work (see **Appendix I – Rehab Data Collection – Sample Sewer Mains Data Template**).
 - a) Sewer Mains

3-8.7 Contractor’s Quality Control Plan (QCP). To the “WHITEBOOK”, ADD the following:

7. The establishment and implementation of a Quality Control Plan (QCP), as defined in the standard specifications, shall be required for this Contract. See example in **Appendix G - Sample Contractor’s Daily Quality Control Inspection Report**.

3-8.7.1 QCP Submittal. To the “WHITEBOOK”, item 2, DELETE in its entirety and SUBSTITUTE with the following:

2. The QCP shall be organized to address, at a minimum, the following items:
 - a) Quality Control Administrator
 - b) Surface preparation and paving schedule
 - c) Inspection and documentation requirements (Daily Quality Control Inspection Report)
 - d) Material quality control testing plan
 - e) Documentation of quality control activities

- f) Procedures for corrective action when quality control and/or acceptance criteria are not met
- g) If paving Work will be in areas prone to shade, provide curing time of product

3-8.7.4 Documentation. To the “WHITEBOOK”, item 3, section “a”, subsection “viii”, DELETE in its entirety and SUBSTITUTE with the following:

viii. Documentation that the following have been verified to be in compliance:

- Proper storage of materials and equipment.
- Proper operation of all equipment.
- Adherence to plans and technical specifications.
- Review of quality control tests.
- Safety inspection.
- Mixing properties of products against the approved submittal limits.

3-10 SURVEYING. To the “GREENBOOK” and “WHITEBOOK”, DELETE in its entirety and SUBSTITUTE with the following:

3-10 SURVEYING (DESIGN-BID-BUILD).

3-10.1 General.

1. You shall provide all required site layout and general grade checking work not specified in 3-10.2, “Survey Services Provided by City”.
2. Notify the City, in writing, at least 2 Working Days prior to requesting survey services provided by the City.

3-10.2 Survey Services Provided by City.

1. Monument Perpetuation, including mark-outs. You are responsible for requesting the coordination of these services.
 - a) If at any time a monument will be destroyed or covered, such monument shall be perpetuated in accordance with state law. Inform the City Engineering Support & Technical Services Division’s Land Survey Section (LSS), via project Resident Engineer, if any monument will be destroyed or covered during any construction activity.
2. The following surveying services (including construction staking), as defined in California Business & Professions Code §8726, shall be provided by the City:
 - a) Locating or establishing alignment or elevations of all features or structures shown on project Plans.
 - b) Locating or establishing geodetic control points for all site feature or structure locations.
 - c) Produce topographic as-built data.

- d) Locating, establishing, or re-establishing monuments, property lines, right-of-way lines, or easement lines.
 - e) Verifying structure finish grade elevations.
3. All construction survey stakes, control points, and other survey related marks provided by the City shall be preserved for the duration of the Project. If any construction survey stakes, control points, or other survey related marks are lost or disturbed and need to be replaced, such replacement shall be performed at your expense.

3-10.3 Payment.

1. The payment for site layout and general grade checking Work, coordination, and preservation of all survey related marks shall be included in the Contract Price.

3-12.1 General. To the "WHITEBOOK", ADD the following:

- 2. You shall provide a PM-10 certified self-loading motorized street sweeper equipped with a functional water spray system for this project.
- 3. You shall sweep all paved areas within the Work site and all paved haul routes as specified below:
 - a) Every Friday on a weekly basis.
 - b) 1 Working Day prior to each rain event.
 - c) As directed by the Engineer.

If these requirements would require you to sweep on a Holiday or Weekend, then you shall sweep the next available Working Day prior to that Holiday or Weekend.

3-12.7 Drinking Water Discharges Requirements. To the "WHITEBOOK", ADD the following:

1. You shall record the results for each discharge event on the City's Drinking Water Discharge Monitoring form included as **Appendix H - Monthly Drinking Water Discharge Monitoring Form**.

3-13.1 Completion. To the "GREENBOOK", DELETE in its entirety and SUBSTITUTE with the following:

1. You shall submit a written assertion that the Work has been completed and is ready for Owner Acceptance. If, in the Engineer's judgment, the Work has been completed in accordance with the Contract Documents, the Engineer will set forth in writing the date the Work was completed. This will be the date that you are relieved from responsibility to protect and maintain the Work and to which liquidated damages will be computed.

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

3-13.1.1 Requirements Before Requesting Substantial Completion.

1. The following items are required prior to requesting a Substantial Completion:
 - a) Remove temporary facilities from the Site.
 - b) Thoroughly cleaning the Site and removing all mark outs and construction staking.
 - c) Provide completed and signed Red lines in accordance with 3-7.3 “Redlines and Record Documents”.
 - d) Provide all material and equipment maintenance and operation instructions and/or manuals.
 - e) Provide all tools which are permanent parts of the equipment installed in the Project.
 - f) Provide and properly identify all keys for construction and all keys for permanent Work.
 - g) Provide all final Special Inspection reports required by the applicable building Code.
 - h) Provide all items specified to be supplied as extra stock. Wrap, seal, or place in a container all items as necessary to allow for storage by the City for future use. Verify the specified quantities.
 - i) Ensure that all specified EOCP and certified wage rate documentations covering the Contract Time have been submitted.
 - j) If the Work includes installing an irrigation system, 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”.
 - l) 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 any permanent BMPs installed.

3-13.1.2

Walk-through and Punchlist Procedure. To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

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

3-15.3 **Coordination.** To the “WHITEBOOK”, ADD the following:

2. Other adjacent City projects are scheduled for construction for the same time period in the vicinity of A thru D below. See **Appendix F – Adjacent Projects Map** for the approximate location. Coordinate the Work with the adjacent projects as listed below:
 - a) Plaza De Panama Pipeline Replacements, WBS. No’s. B-17139 (W), B-17132 (S) From Old Globe Way to Village Place. PM Jericho Gallardo (619) 533-7523.
 - b) Balboa Park Pipeline Replacements Phase III, WBS. No’s. B-17141 (W), B-17134 (S) From Wieber Ave to Park Blvd. PM Regan Owen (619) 533-5205.
 - c) Eastern Hillcrest Bikeways SANDAG on Park Blvd from Upas St to Village Place. PM Everett Hauser (619) 533-3012.
 - d) Plaza Blvd Bikeway SANDAG on Park Blvd from Upas St to Village Place. PM Everett Hauser (619) 533-3012.

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 15 Working Days Prior to Bid** due date and on the City’s Product Submittal Form available at:

<https://www.sandiego.gov/ecp/edocref/>

SECTION 5 – LEGAL RELATIONS AND RESPONSIBILITIES

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

5-4 **INSURANCE.**

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

5-4.1 **Policies and Procedures.**

1. You shall procure the insurance described below, at its sole cost and expense, to provide coverage against claims for loss including injuries to persons or damage to property, which may arise out of or in connection with the performance of the Work by you, your agents, representatives, officers, employees or Subcontractors.

2. Insurance coverage for property damage resulting from your operations is on a replacement cost valuation. The market value will not be accepted.
3. You shall maintain this insurance for the duration of this Contract and at all times thereafter when you are correcting, removing, or replacing Work in accordance with this Contract. Your liabilities under the Contract, e.g., your indemnity obligations, is not deemed limited to the insurance coverage required by this Contract.
4. The payment for insurance shall be included in the Contract Price as bid by you. Except as specifically agreed to by the City in writing, you are not entitled to any additional payment. Do not begin any Work under this Contract until you have provided, and the City has approved all required insurance.
5. Policies of insurance shall provide that the City is entitled to 30 Days (10 Days for cancellation due to non-payment of premium) prior written notice of cancellation or non-renewal of the policy. Maintenance of specified insurance coverage is a material element of the Contract. Your failure to maintain or renew coverage or to provide evidence of renewal during the term of the Contract may be treated by the City as a material breach of the Contract.

5-4.2 Types of Insurance.

5-4.2.1 Commercial General Liability Insurance.

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

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

5-4.2.2 Commercial Automobile Liability Insurance.

1. You shall provide a policy or policies of Commercial Automobile Liability Insurance written on the current version of the ISO form CA 00 01 12 90 or later version or equivalent form providing coverage at least as broad in the amount of \$1,000,000 combined single limit per accident, covering bodily injury and property damage for owned, non-owned, and hired automobiles ("Any Auto").
2. All costs of defense shall be outside the limits of the policy.

5-4.2.3 Contractors Pollution Liability Insurance.

1. You shall procure and maintain at your expense or require your Subcontractor, as described below, to procure and maintain the Contractors Pollution Liability Insurance including contractual liability coverage to cover liability arising out of cleanup, removal, storage, or handling of hazardous or toxic chemicals, materials, substances, or any other pollutants by you or any Subcontractor in an amount not less than \$2,000,000 limit for bodily injury and property damage.
2. All costs of defense shall be outside the limits of the policy. Any such insurance provided by your Subcontractor instead of you shall be approved separately in writing by the City.
3. For approval of a substitution of your Subcontractor's insurance, you shall certify that all activities for which the Contractors Pollution Liability Insurance will provide coverage will be performed exclusively by the Subcontractor providing the insurance. The deductible shall not exceed \$25,000 per claim.
4. Contractual liability shall include coverage of tort liability of another party to pay for bodily injury or property damage to a third person or organization. There shall be no endorsement or modification of the coverage limiting the scope of coverage for either "insured vs. insured" claims or contractual liability.
5. Occurrence based policies shall be procured before the Work commences and shall be maintained for the Contract Time. Claims Made policies shall be procured before the Work commences, shall be maintained for the Contract Time, and shall include a 12 month extended Claims Discovery Period applicable to this contract or the existing policy or policies that shall continue to be maintained for 12 months after the completion of the Work without advancing the retroactive date.
6. Except as provided for under California law, the policy or policies shall provide that the City is entitled to 30 Days prior written notice (10 Days for cancellation due to non-payment of premium) of cancellation or non-renewal of the policy or policies.

5-4.2.4 Contractors Hazardous Transporters Pollution Liability Insurance.

1. You shall provide at your expense or require your Subcontractor to provide, as described below, Contractors Hazardous Transporters Pollution Liability Insurance including contractual liability coverage to cover liability arising out of transportation of hazardous or toxic, materials, substances, or any other pollutants by you or any Subcontractor in an amount not less than \$2,000,000 limit per occurrence/aggregate for bodily injury and property damage.
2. All costs of defense shall be outside the limits of the policy. The deductible shall not exceed \$25,000 per claim. Any such insurance provided by a subcontractor instead of you shall be approved separately in writing by the City.
3. For approval of the substitution of Subcontractor's insurance the Contractor shall certify that all activities for which Contractors Hazardous Transporters Pollution Liability Insurance will provide coverage will be performed exclusively by the Subcontractor providing the insurance.
4. Contractual liability shall include coverage of tort liability of another party to pay for bodily injury or property damage to a third person or organization. There shall be no endorsement or modification of the coverage limiting the scope of coverage for either "insured vs. insured" claims or contractual liability. Occurrence based policies shall be procured before the Work commences and shall be maintained for the duration of this Contract. Claims Made policies shall be procured before the Work commences, shall be maintained for the duration of this contract, and shall include a 12 month extended Claims Discovery Period applicable to this contract or the existing policy or policies that shall continue to be maintained for 12 months after the completion of the Work under this Contract without advancing the retroactive date.
5. Except as provided for under California law, the policy or policies shall provide that the City is entitled to 30 Days prior written notice (10 Days for cancellation due to non-payment of premium) of cancellation or non-renewal of the policy or policies.

5-4.3 Rating Requirements. Except for the State Compensation Insurance Fund, all insurance required by this Contract as described herein shall be carried only by responsible insurance companies with a rating of, or equivalent to, at least "A-, VI" by A.M. Best Company, that are authorized by the California Insurance Commissioner to do business in the State, and that have been approved by the City.

5-4.3.1 Non-Admitted Carriers. The City will accept insurance provided by non-admitted, "surplus lines" carriers only if the carrier is authorized to do business in the State and is included on the List of Approved Surplus Lines Insurers (LASLI list).

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

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

5-4.5 Policy Endorsements.

5-4.5.1 Commercial General Liability Insurance.

5-4.5.1.1 Additional Insured.

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

5-4.5.1.2 Primary and Non-Contributory Coverage. The policy shall be endorsed to provide that the coverage with respect to operations, including the completed operations, if appropriate, of the Named Insured is primary to any insurance or self-insurance of the City and its elected officials, officers, employees, agents and representatives. Further, it shall provide that any insurance maintained by the City and its elected officials, officers, employees, agents and representatives shall be in excess of your insurance and shall not contribute to it.

5-4.5.1.3 Project General Aggregate Limit. The policy or policies shall be endorsed to provide a Designated Construction Project General Aggregate Limit that will apply only to the Work. Only claims payments which arise from the Work shall reduce the Designated Construction Project General Aggregate Limit. The Designated Construction Project General Aggregate Limit shall be in addition to the aggregate limit provided for the products-completed operations hazard.

5-4.5.2 Commercial Automobile Liability Insurance.

5-4.5.2.1 Additional Insured. Unless the policy or policies of Commercial Auto Liability Insurance are written on an ISO form CA 00 01 12 90 or a later version of this form or equivalent form providing coverage at least as broad, the policy shall be endorsed to include the City and its respective elected officials, officers, employees, agents, and representatives as additional insured, with respect to liability arising out of automobiles owned, leased, hired or borrowed by you or on your behalf. This endorsement is limited to the obligations permitted by California Insurance Code §11580.04.

5-4.5.3 Contractors Pollution Liability Insurance Endorsements.

5-4.5.3.1 Additional Insured.

1. The policy or policies shall be endorsed to include as an Insured the City and its respective elected officials, officers, employees, agents, and representatives, with respect to 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.

Except that in connection with, collateral to, or affecting any construction contract to which the provisions of subdivision (b) of § 2782 of the California Civil Code apply, this endorsement shall not provide any duty of indemnity coverage for the active negligence of the City and its respective elected officials, officers, employees, agents, and representatives in any case where an agreement to indemnify the City and its respective elected officials, officers, employees, agents, and representatives would be invalid under subdivision (b) of §2782 of the California Civil Code.

2. In any case where a claim or loss encompasses the negligence of the Insured and the active negligence of the City and its respective elected officials, officers, employees, agents, and representatives that are not covered because of California Insurance Code §11580.04, the insurer's obligation to the City and its respective elected officials, officers, employees, agents, and representatives shall be limited to obligations permitted by California Insurance Code §11580.04.

5-4.5.3.2 Primary and Non-Contributory Coverage. The policy or policies shall be endorsed to provide that the insurance afforded by the Contractors Pollution Liability Insurance policy or policies is primary to any insurance or self-insurance of the City and its elected officials, officers, employees, agents and representatives with respect to operations including the completed operations of the Named Insured. 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.

5-4.5.3.3 Severability of Interest. For Contractors Pollution Liability Insurance, the policy or policies shall provide that your insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability and shall provide cross-liability coverage.

5-4.5.4 Contractors Hazardous Transporters Pollution Liability Insurance Endorsements.

5-4.5.4.1 Additional Insured.

1. The policy or policies shall be endorsed to include as an Insured the City and its respective elected officials, officers, employees, agents, and representatives, with respect to 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.

Except that in connection with, collateral to, or affecting any construction contract to which the provisions of subdivision (b) of §2782 of the California Civil Code apply, this endorsement shall not provide any duty of indemnity coverage for the active negligence of the City and its respective elected officials, officers, employees, agents, and representatives in any case where an agreement to indemnify the City and its respective elected officials, officers, employees, agents, and representatives would be invalid under subdivision (b) of §2782 of the California Civil Code.

2. In any case where a claim or loss encompasses the negligence of the Insured and the active negligence of the City and its respective elected officials, officers, employees, agents, and representatives that are not covered because of California Insurance Code §11580.04, the insurer's obligation to the City and its respective elected officials, officers, employees, agents, and representatives shall be limited to obligations permitted by California Insurance Code §11580.04.

5-4.5.4.2 Primary and Non-Contributory Coverage. The policy or policies shall be endorsed to provide that the insurance afforded by the Contractors Pollution Liability Insurance policy or policies is primary to any insurance or self-insurance of the City and its elected officials, officers, employees, agents and representatives with respect to operations including the completed operations of the Named Insured. 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.

5-4.5.4.3 Severability of Interest. For Contractors Hazardous Transporters Pollution Liability Insurance, the policy or policies shall provide that your insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability and shall provide cross-liability coverage.

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.

5-4.7 Reservation of Rights. The City reserves the right, from time to time, to review your insurance coverage, limits, deductibles and self-insured retentions to determine if they are acceptable to the City. The City will reimburse you, without overhead, profit, or any other markup, for the cost of additional premium for any coverage requested by the Engineer but not required by this Contract.

5-4.8 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:

<u>Workers' Compensation</u>	<u>Statutory Employers Liability</u>
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/ecp/edocref/>

6. Submit the Sensitive Information Authorization Acknowledgement Form and VPM User Agreement located in the VPM user's guide at the Pre-construction Meeting.

5-15.1 General. To the "WHITEBOOK", item 10, DELETE in its entirety and SUBSTITUTE with the following:

10. 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 "e" and "s", DELETE in their entirety and SUBSTITUTE with the following:

- e) Monthly progress payments are contingent upon the submittal of an updated Schedule to the Engineer. The Engineer may refuse to process the whole or part of any monthly payment if you refuse or fail to provide an acceptable schedule.
- 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.
 - i. 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/ecp/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) Avian Breeding Season February 1- September 15
 - b) Balboa Park March1 - August 31 (inclusive).
 - c) San Diego Zoo May 1 – December 31 (inclusive).
 - d) Balboa Park events per **Appendix N – Balboa Park Annul Events**.

ADD:

6-2.2 Time Restrictions.

Work time restriction apply on any day that school is in session. Work must stop during the work restrictions and can begin after the work restriction; this includes but is not limited to: patch up any sidewalk work necessary to provide full pedestrian access on sidewalks, provide a safe crossing and any other items as direction by the Resident Engineer. The work restrictions for Roosevelt Middle School that is within the project limits will be in place during the following general times:

1. Between 7:15 A.M. and 7:45 A.M. and 2:15 P.M. and 2:45 P.M. Monday, Wednesday, Thursday, and Friday.
2. Between 7:15 A.M. and 7:45 A.M. and 1:10 P.M. and 1:40 P.M. on a Tuesday.

6-4.2

Extensions of Time. To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

1. The Contract Time shall not be modified except by Change Order.
2. You shall notify the City in writing within **1 Working Day** after the occurrence and discovery of an event that impacts the Project Schedule.
 - a) If you believe this event requires a Change Order, you shall submit a written Change Order request with a report to the City that explains the request for Change Order within **5 Working Days**. The Change Order request must include supporting data, a general description of the discovery, the basis for extension, and the estimated length of extension. The City may grant an extension of time, in writing, for the Change Order request if you require more time to gather and analyze data.
3. The Engineer shall not grant an extension of Contract Time in accordance with 6-1.5, "Excusable Delays" unless you demonstrate, through an analysis of the critical path, the following:
 - a) The event causing the delay impacted the activities along the Project's critical path.
 - b) The increases in the time to perform all or part of the Project beyond the Contract Time arose from unforeseeable causes beyond your control and without your fault or negligence and that all project float has been used.
4. Any modifications to the Contract Time will be incorporated into the weekly document that the Engineer issues that stipulates the Contract Time. If you do not agree with this document, submit to the Engineer for review a written protest supporting your objections to the document within **30 Calendar Days** after receipt of the statement. Your failure to file a timely protest shall constitute your acceptance of the Engineer's weekly document.
 - a) Your protest will be considered a claim for time extension and shall be subject to 2-10.1, "Claims".

6-4.4

Written Notice and Report. To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

1. Your failure to notify the Resident Engineer within **1 Working Day** OR provide a Change Order request within **5 Working Days** after the event, in accordance with 6-4.2, "Extensions of Time", will be considered grounds for refusal by the City to consider such request if your failure to notify prejudices the City in responding to the event.

ADD:

6-6.1.1 Environmental Document.

1. The City of San Diego has prepared an **Addendum to Mitigated Negative Declaration for Balboa Park Pipeline Replacement Phase II, AMND No. 255100, Project No. 6305078**, as referenced in the Contract Appendix. You shall comply with all requirements of the **Addendum to 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.

6-6.2.2 Paleontological Monitoring Program. To the "WHITEBOOK", ADD the following:

3. You shall retain a qualified paleontologist for this Contract. You shall coordinate your activities and Schedule with the activities and schedules of the paleontologist 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 "GREENBOOK", paragraph (3), DELETE in its entirety and SUBSTITUTE with the following:

Upon commencement of the Work, an escrow account shall be established in a financial institution chosen by you and approved by the City. Documentation for an escrow payment shall have an escrow agreement signed by you, the City, and the escrow agent. From each progress payment, no less than 5% will be deducted and deposited by the City into the escrow account. Upon completion of the Contract, the City will notify the Escrow agent in writing to release the funds to you. Only the designated representative of the City shall sign the request for the release of Escrow funds.

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.

7-3.2.1 Application for Progress Payment. To the "WHITEBOOK", item 3, DELETE in its entirety and SUBSTITUTE with the following:

3. The City shall not pay progress or partial payments until you submit to the Engineer an acceptable updated Schedule. It is solely your responsibility to prepare and submit the Schedule updates.

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:

1. 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.

7-3.4.1 **Payment.** To the “WHITEBOOK”, ADD the following:

4. The cost for mobilization excludes the costs for all mobilization and demobilization Work associated with each paving phase. The costs for all mobilization and demobilization Work associated with each paving phase shall be paid in accordance with 306-1.2.1, “Payment”.

7-3.5.1 **General.** To the “WHITEBOOK”, DELETE in its entirety and SUBSTITUTE with the following:

1. Unit Bid prices shall not be subject to adjustment regardless of quantity used, or if none is used, for the following Bid items:
 - a) imported backfill
 - b) shoring
 - c) water services
 - d) house connection sewers
 - e) water pollution control items
2. Unit Bid prices for “Potholing Existing Utilities Not Shown on Plans (Depth up to 7 feet)” shall not be subject to adjustment regardless of quantity used or if none is used.
3. 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

Contract Price	Maximum Field Order Work Amount
\$5,000,001 to \$15,000,000	\$20,000
\$15,000,001 to \$30,000,000	\$40,000
Greater than \$30,000,000	\$50,000

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

7-3.11 Compensation Adjustments for Price Index Fluctuations. To the "WHITEBOOK", ADD the following:

5. This Contract is subject to the provisions of the "WHITEBOOK" for Compensation Adjustments for Price Index Fluctuations for paving asphalt.

7-4.3 Markup. To the "WHITEBOOK", item 4, DELETE in its entirety and SUBSTITUTE with the following:

4. When a Subcontractor is performing Extra Work, the allowance for overhead and profit shall be applied to the labor, materials, and equipment costs of the Subcontractor as follows:
 - a) Regardless of the number of a Subcontractor's tasks for Extra Work, you may only apply 10% for the first \$50,000 of the Subcontractor's portion of accumulated total cost than 5% for any remaining costs. You shall not apply 10% to any costs after the first \$50,000 of accumulated total costs from performing Extra Work.

- b) If the accumulated costs of single or subsequent tasks exceed the \$50,000 threshold, you shall instead only apply 5% to any amounts in excess of the \$50,000.
- c) Regardless of the number of hierarchical tiers of Subcontractors, you may only markup a Subcontractor's Work once.

SECTION 203 – BITUMINOUS MATERIALS

203-6.3.1 General. To the "WHITEBOOK", ADD the following:

- 3. Asphalt concrete for Job Mix Formula (JMF) and Mix Designs shall be Type III and shall not exceed 15% RAP.

SECTION 209 – PRESSURE PIPE

209-1.1.1 General. To the "WHITEBOOK", ADD the following:

- 2. PVC products specifically type C900 and C905, as manufactured or distributed by J-M Manufacturing Company or JM Eagle shall not be used on the Contract for pressurized pipe.
- 3. Refer to AWWA C900-16 for all references to AWWA C905.

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

301-1.6 Preparatory Repair Work. To the "WHITEBOOK", item 1, DELETE in its entirety and SUBSTITUTE with the following:

- 1. Prior to the placement of any asphalt concrete or application of slurry, you shall complete all necessary preparation and repair Work and shall obtain approval by the Resident Engineer.

ADD the following:

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

SECTION 302 – ROADWAY SURFACING

302-4.5 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.

302-4.12.2 Application. To the "WHITEBOOK", item 1, ADD the following:

- c) RPMS shall only be placed when ambient temperature is 50° F or higher.

SECTION 303 – CONCRETE AND MASONRY CONSTRUCTION

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

- 7. For the purposes of this section, the terms "walk" and "access ramp" shall be synonymous with "sidewalk" and "curb ramp and pedestrian ramp", respectively.

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

- 7. The payment for the removal, disposal, and replacement of existing colored and stamped sidewalk shall be included in the bid item for "Removal and Replace Existing Colored Sidewalk".

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

- 4. The payment for completely removing and replacing the existing concrete spandrel of a cross gutter associated with curb ramp installations, in accordance with SDG-131 - General Curb Ramp Notes, and as identified on the Plans, shall be included in the payment for the curb ramp. No additional costs shall be incurred when separate Bid items for cross gutters has been provided.
- 5. The payment for completely removing and replacing the existing concrete alley apron associated with curb ramp installations, in accordance with SDG-131 - General Curb Ramp Notes, and as identified on the Plans, shall be included in the payment for the Curb Ramp installation. No additional costs shall be incurred when separate Bid items for alley aprons has been provided.

303-7.1 General. To "GREENBOOK", DELETE in its entirety and SUBSTITUTE with the following:

Colored concrete shall be produced by Method B. The Contractor shall provide two samples of color for each color specified of a size satisfactory to the Engineer at least two weeks prior to the completion of the colored concrete work. The sample shall be inspected and approved in writing by the Engineer before proceeding with the Work. Color for sidewalk and curb ramp transitions at Village Place shall be Davis color San Diego Buff #5237 or approved equal to match existing colored concrete.

SECTION 306 – OPEN TRENCH CONDUIT CONSTRUCTION

ADD:

306-1.1

High-line Phasing.

1. Build the Project in accordance with the water high-lining phasing shown on the Plans and in phases as follows:
 - a) Phase I: In Zoo Drive, see Work by City forces plan sheet 27.
 - b) Phase II: In a portion of Park Blvd, see Work by City forces plan sheet 27.

ADD:

306-1.2

Phased Paving.

1. You shall implement phased paving, when directed and approved by the Engineer.
2. The Engineer will notify you when you can proceed with phased paving Work. Each phase shall be completed within **90 Calendar Days** after the Engineer's notification. Plan and schedule your Work accordingly to ensure each phase is complete.
3. When Phased Paving is initiated, the following Work shall be completed within the determined areas:
 - a) Installation of mains and appurtenances.
 - b) Operational checks and testing.
 - c) Mains are in service.
 - d) Trench restoration.
 - e) Road surface preparatory Work.
 - f) Installation of concrete sidewalks and curb ramps.
 - g) Adjustments of gate valves and manholes, survey monuments and utility boxes.
4. You may propose to change the limits of the determined phasing, in writing, for the Engineer's review and approval. If approved, there shall be no additional costs to the City. No additional Working Days will be granted for delays due to the City's review and approval of your proposed change and due to the implementation of that proposed change.
5. You may use multiple crews to complete each phase of paving.

ADD:

306-1.2.1

Payment.

1. The payment for all Work associated with Phased Paving shall be included in the Bid item for each "Phased Paving" area. This payment shall include the costs for all mobilization and demobilization for resurfacing and striping associated with each paving phase regardless of the paving operation. No

additional payment shall be made regardless of the number of mobilizations and demobilizations required to complete that phase.

306-7.8.2.1 General. To the "WHITEBOOK", item 2, DELETE in its entirety and SUBSTITUTE with the following:

2. Pressure testing of pipe and fittings at the lowest elevation shall be performed at 150% of the specified test pressure and no less than 100% of the specified test pressure at the highest elevation.
 - a) Specified test pressure for Class 235 pipe shall be 150 psi and is tested at 225 psi.
 - b) Specified test pressure for Class 305 pipe shall be 200 psi and is tested at 300 psi.

ADD:

306-8.5.4 High Deflection Coupling.

1. High deflection couplings shall be constructed in accordance with the Plans and Reference Specifications. Working Drawings prepared by a Civil or Structural Engineer registered in the State of California shall be submitted in accordance with 3-8.2, "Working Drawings" for any proposed additional high deflection couplings not indicated on the Plans and Reference Specifications.

306-8.8.3 Thrust Blocks and Anchor Blocks. To the "WHITEBOOK", item 1, DELETE in its entirety and SUBSTITUTE with the following:

1. Thrust blocks shall be installed at all bends, tees, dead-ends and reducers. The use of restrained joints requires approval from the Engineer. The thrust blocks shall be constructed as follows:
 - a) Thrust blocks shall be constructed of concrete conforming to 201-1, "PORTLAND CEMENT CONCRETE".
 - b) Unless otherwise shown on the Plans, concrete thrust blocks shall be constructed in accordance with SECTION 303 - CONCRETE AND MASONRY CONSTRUCTION and the Standard Drawings.
 - c) Concrete blocks shall be constructed between undisturbed ground and fittings to be anchored.
 - d) Unless otherwise shown on the Plans, the quantity of concrete and the bearing area of the pipe against undisturbed soil shall be as shown on the Standard Drawings.
 - e) Unless otherwise shown on the Plans, concrete shall be placed so pipe joints and fittings remain accessible to repairs.

306-8.9.2.3 Allowable Leakage. To the “GREENBOOK”, DELETE in its entirety and SUBSTITUTE with the following:

1. For prefabricated pressure pipe testing requirements, refer to prefabricated gravity pipe pressure testing requirements in 306-7.8.2, “Pressure Testing and Leakage Inspection”.

306-8.9.4.5 Dechlorination and Flushing. To the “GREENBOOK”, ADD the following:

1. When you are required to flush water mains using a 4-inch or larger meter, you shall provide a submittal to the Engineer for review of the proposed connection point of the meter and a plan demonstrating how flushed water will be captured or delivered down the storm drain or sewer system.
2. Once the submittal has been approved, you shall be responsible for coordinating the payment for this meter at Development Services Department by filling out the DSD form for the need for a construction meter for flushing purposes. Once paid by you, call Public Utilities Department Coordination Number at 619-527-7424 to coordinate the delivery and use of the meter in accordance to the approved submittal.
3. You shall return the meter to the City at the completion of work.
4. The payment for the meter cost shall be reimbursed under the allowance Bid item for “**4-Inch or Larger Meter for Construction Flushing**”. All other costs associated with the purchase of the meter shall be included in the contract price. Costs associated with flushing operations shall be included under the costs for the pipeline installation.

306-15.6 Hydrants. To the “WHITEBOOK”, DELETE in its entirety and SUBSTITUTE with the following:

1. The payment for fire hydrant assembly and marker, fire service connection, assembly and backflow preventer, and fire service connection and assembly, shall be included in the Bid items for the following:
 - a) Fire Hydrant Assembly and Marker
 - b) Fire Service Connection, Assembly, and Backflow Preventer for City Property
 - c) Fire Service Connection and Assembly
2. Removal of existing fire hydrants within the trench limits and all appurtenant Work shall be included in the Bid item for “Fire Hydrant Assembly and Marker”.
3. Removal of existing fire hydrants outside of the trench limits and all appurtenant Work shall be included in the Bid item for “Removal or Abandonment of Existing Water Facilities” in accordance with 306-3.3.4, “Payment”.
4. Payment for fire hydrant discs shall be included in the Bid item for “Fire Hydrant Assembly and Marker”

306-15.8 Pipeline Appurtenances. To the "WHITEBOOK", item 3, DELETE in its entirety and SUBSTITUTE with the following:

3. Payment for water meter boxes and meter box lids shall be included in the Bid item for "Water Services" unless a Bid item for each "Meter Box" has been provided. Payment shall include any additional adjustment to place the box around the meter to ensure the valve is accessible and operating properly (including adjusting the water service pipe beyond the meter box).

306-18.5 Video Inspection Submittals. To the "WHITEBOOK", item 1, subsection "h", DELETE in its entirety and SUBSTITUTE with the following:

- h) **Post-rehabilitation Videos** - Post-rehabilitation videos shall be submitted within 30 Calendar Days of the completion of the Work in phases not to exceed 2-mile increments. The final video recording shall clearly show the condition of the liner with ends sealed at the manholes, service laterals, and connection seals. The submittal of this final video recording shall also include MS Access database and marked up Field Book pages or Plans as attachments.

306-18.7 Payment. To the "WHITEBOOK", ADD following:

5. The payment for post-rehabilitation videos shall be included in the associated Bid items provided, regardless of the number of phased videos required at 2-mile increments.

SECTION 402 – UTILITIES

400-1 GENERAL. To "WHITEBOOK", ADD the following:

4. You shall replace in place and in kind the concrete tiles in the Spanish Village patio that need to be removed during construction operations. You shall demonstrate to the Engineer and submit your plan to protect the concrete tiles in the vicinity of construction operations before any work in the Spanish Village patio. You will be responsible at your own cost to replace them in place if you damage these concrete tiles. The individual concrete tiles to be replaced in kind shall include but not limited to: tiles of similar: texture, aggregate, varying size, angle, and a minimum thickness of 7.5 inches thick at 560-C-3250 psi concrete. Mortar of similar: texture, aggregate, width and color, and a minimum thickness of 7.5 inches thick at 560-C-3250 psi concrete. The new concrete tiles shall not be painted. Before installing concrete tiles on site, you shall provide a 2ft x 2ft section sample to the Engineer two weeks prior to the start of the concrete tiles. Work can proceed upon approval and direction from the Engineer.

400-3 PAYMENT. To the "GREENBOOK", DELETE in its entirety and SUBSTITUTE with the following:

No separate or additional payment will be made for 1) protection of existing improvements, 2) restoration of existing improvements including replacement of in-kind concrete tiles in Spanish Village per 400-1. Permanent survey markers will be restored by the Agency at its own expense.

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

402-8 **PAYMENT.** To the “WHITEBOOK”, item 3, **DELETE** in its entirety and **SUBSTITUTE** with the following:

3. With the Resident Engineer’s approval, compensation for each existing utility pothole that is not shown on the Plans but marked out by USA shall be included in the Bid item for “Potholing Existing Utilities Not Shown on Plans (Depth up to 7 feet)”. Potholing for existing utilities that have been shown on the Plans shall be included in the Contract Price.

SECTION 500 – PIPELINE REHABILITATION

500-1 **GENERAL.** To the “WHITEBOOK”, **ADD** the following:

4. Any Cured-in-Place Pipe (CIPP) lining Work within a 1000-foot radius from school areas shall first be coordinated with the school and shall be performed outside of school hours at no expense to the City.

500-2.1 **Initial Submittals.** To the “WHITEBOOK”, **DELETE** in its entirety and **SUBSTITUTE** with the following:

1. You shall submit the following required information **at the time of Bid Opening:**
 - a) Contractor’s Experience and Past Project Documentation.
 - i. You shall submit documentation that you have performed similar main rehabilitation projects (of scope and size) successfully within the last 10 years in the United States. The scope shall include the same product, installation, and curing. The proposed product shall have at least 5 years or more of documented performance records.
 - ii. Your superintendent shall be assigned full time to this project and shall be present at the Site while Work is being performed. If CIPP is used, the superintendent shall have documentation conveying experience with the proposed resin and felt combination used and the installation of the proposed lateral sealing system with the pipe lining system.
 - b) Authorized Installer.
 - i. The installation of the lining system shall be performed by a contractor authorized, certified, or both by the manufacturer or owner of the process.
 - ii. You shall submit a copy of the authorizations, certifications, or both from all manufacturers listed on the City’s Approved

Material List (AML) that will be used for the Work that includes the name, address, point of contact, and telephone number of the manufacturer.

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

600-2 **VEHICULAR ACCESS.** To “WHITEBOOK”, ADD the following:

- 5) Access to Weiber Ave shall be maintained at all times to provide access to the Naval Medical Center Hospital. Coordination for work impacting and near Weiber Ave shall be coordinated with Navy Hospital point of contacts per 2-4 Cooperation and Collateral Work.

601-2.1.4 **Traffic Control for Resurfacing and Slurry Sealing.** To the “WHITEBOOK”, item 3, subsection “d”, DELETE in its entirety and SUBSTITUTE with the following:

- d) Place “NO PARKING - TOW-AWAY ZONE” signs 72 hours in advance of the scheduled slurry sealing. Reschedule street block segments which are not completed by the last posted Working Day. If a Work delay of 48 hours or more occurs from the originally scheduled Work date, remove the “NO PARKING - TOW-AWAY ZONE” signs for a minimum of 24 hours, then reset and re-post for the appropriate Work date.

601-3.5.1 **General.** To the “WHITEBOOK”, item 3, DELETE in its entirety and SUBSTITUTE with the following:

3. Temporary “No Parking” and “No Stopping” signs shall be installed 72 hours before enforcement. Temporary “No Parking” and “No Stopping” signs shall be installed and removed as specified in the Special Provisions. Signs shall indicate specific days, dates, and times of restrictions. If violations occur, call Police Dispatch 619-531-2000 to enforce the Tow-Away notice.

601-3.6 **Channelizing Devices.** To the “WHITEBOOK”, item 4, Barricades, ADD the following:

- h) You shall place “OPEN TRENCH” signs (C27(CA)) on Type 3 Barricade within the construction Work zone, ahead of any Work areas with open trenches that are greater than 3 inches in depth, in accordance with California MUTCD SECTION 6F.103 (CA). The barricades shall be placed in a continuous manner and shall prevent pedestrian, vehicular, and biker access to the open trench area.

SECTION 901 – INSTALLATION AND CONNECTION

901-1.1 **General.** To the “WHITEBOOK”, item 2, DELETE in its entirety and SUBSTITUTE with the following:

2. The Engineer will coordinate all interactions between you and the City Water Operations Division, the City Water Quality Laboratory, and other City organizations. Upon your request, the Engineer shall notify the City's Public Utilities Department's staff as noted below which shall be required at least 20

Working Days prior to the beginning of Work that involves shutting down pipelines, high-lining, cutting and plugging of, or making connection to the existing water mains.

- a) Transmission Mains (16 inches and larger) – Jesus Ramos (619-527-7438)
- b) Distribution Mains (less than 16 inches) – (619-527-7539)
- c) Water Facilities – Tatyana Fikhman (619-527-7465)

901-1.1.2.2 Start-up Procedures. To the “WHITEBOOK”, item 2, subsection “j”, DELETE in their entirety and SUBSTITUTE with the following:

- j) In the event that the high-line piping system fails to pass the required bacteriological testing, you will be expected to help investigate and perform corrective actions if warranted by the findings and you shall re-flush and re-disinfect the lines for re-testing at no additional cost to the City. Disposal of chlorinated water for retesting shall be in accordance with the City standards and regulations. Indiscriminate disposal of chlorinated water shall not be permitted.

901-2.2.1 General. To the “WHITEBOOK”, item 5, DELETE in its entirety and SUBSTITUTE with the following:

- 5. The Engineer will coordinate all interactions between you and the City Water Operations Division, the City Water Quality Laboratory, and other City organizations. Upon your request, the Engineer shall notify the City's Public Utilities Department as noted below which shall be required at least 20 Working Days prior to the beginning of Work that involves shutting down pipelines, high-lining, cutting and plugging of, or making connection to the existing water mains.
 - a) Transmission Mains (16 inches and larger) – Jesus Ramos (619-527-7438)
 - b) Distribution Mains (less than 16 inches) – (619-527-7539)
 - c) Water Facilities – Tatyana Fikhman (619-527-7465) and Jesus Ramos (619-527-7438)

901-2.2.4 Preparation for Connection. To the “WHITEBOOK”, item 7 and 8, DELETE in their entirety and SUBSTITUTE with the following:

- 7. Upon receiving notification of a shutdown date by City Water Operations Division for your planned connection, you shall trench and steel plate the pit(s) necessary to make the connection(s) prior to the start of the scheduled shutdown to facilitate an expedient connection to the existing main. Shutdown of the water main and connection shall be completed within the timeline agreed upon and as specified by City Water Operations staff so that water is restored in accordance with the shutdown notification and as needed for operation of the water system.

8. If you anticipate connection operations exceed the time as identified in the notification, causes health and safety risks, or disrupts water services to the consumers, you shall notify the Engineer and the City's Station 38 at (619) 527-7500 as soon as possible for assistance to provide potable water and temporary high-lines to restore water to the affected consumers.

To the "WHITEBOOK", ADD the following:

12. After the connection operation (for mains or services), you shall request the Engineer notify City Water Laboratory take water samples for bacteriological tests in accordance with Section 7 of the AWWA C651. If the test does not pass, you will be expected to help investigate and perform corrective actions if warranted by the findings.
13. Bacteriological Testing (Bac-T) sample results are valid only for 14 Calendar Days from the date the results are first made available. If any system is not placed into service within the 14 Calendar Days, then bacteriological testing shall be reinitiated.

901-2.3.4.1 Quality Control. To the "WHITEBOOK", item 3, DELETE in its entirety and SUBSTITUTE with the following:

3. After the cut and plug operation, the water main and its appurtenances shall be disinfected, and field tested by you in accordance with the latest edition of AWWA C651. You shall also request the Engineer to notify the City Water Laboratory to take water samples for bacteriological tests in accordance with Section 7 of the AWWA C651. If the test does not pass, you will be expected to help investigate and perform corrective actions if warranted by the findings.

901-2.5 Payment. To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

1. Your Work for connecting to the existing system (cut-in or tie-in Work), excluding new main interconnections between various phases, shall be paid under the Bid items for the connection (cut-in or tie-in Work) and shall include the following:
 - a) Trenching, furnishing, and installing all materials and labor to complete the Work, including up to 10 feet of new water pipe
 - b) Potholing
 - c) Protecting the water main while performing the Work
 - d) Coordinating your Work with the City Forces
 - e) Coordinating with the community (community outreach)
 - f) Traffic control and construction BMPs
 - g) Pavement Restoration

2. Cut and plug Work of the existing system by you shall be paid under the Bid item for "Cut and Plug by the Contractor" and shall include coordination of Work with City Forces, any scheduling impact costs, community outreach, furnishing and installing of materials, and traffic control. Potholing and protecting the water main while performing the Work shall be included in this payment.
 3. Traffic control saw cutting the trench area, trench caps, and other spot repairs in the vicinity of the disturbed area at each restored connection shall be included in the square foot Bid item for "Pavement Restoration for Final Connection". Asphalt overlay and slurry seal Work shall be paid for under separate Bid items.
 4. Interconnections between various phases of newly installed watermains shall be included in the associated pipeline bid items.
-

SUPPLEMENTARY SPECIAL PROVISIONS

APPENDICES

APPENDIX A

ADDENDUM TO MITIGATED NEGATIVE DECLARATION



THE CITY OF SAN DIEGO

ADDENDUM TO MITIGATED NEGATIVE DECLARATION

Project No. 635078
Addendum to MND No. 255100
SCH No. 2011091045

SUBJECT: Balboa Park Pipeline Replacement, Phase II: The proposed scope of work would include replace-in-place, tunneling, and new installation (i.e. new alignment – trenching) of approximately 11,258 linear feet (LF) of water mains and services and 2,419 LF of sewer mains and services. Nine sewer manholes will be replaced-in-place and four new manholes to be installed on undisturbed soils. Approximately 161 cubic yards of excavation is proposed in the new sewer alignments 10 feet or deeper. The project would also include the abandonment of 10,292 LF of existing water mains extending from the public right-of way into Balboa Park and the San Diego Zoo’s parking lot. The project would also include the following improvements: installation of curb ramps, laterals, cleanouts, water meters, water boxes, slurry seal, manholes and street resurfacing. The entire project is generally bounded by Park Blvd from Weber Avenue to Upas Street and Richmond Street to the east. This work would occur within City-owned property and right-of-way. Park Blvd is adjacent to the City’s Multi-Habitat Planning Area (MHPA). Work would occur within Historical Resources Board (HRB) Site #1. APPLICANT: City of San Diego Public Works Department

I. SUMMARY OF PROPOSED PROJECT

The proposed scope of work would include replace-in-place, tunneling, and new installation (i.e. new alignment – trenching) of approximately 11,258 linear feet (LF) of water mains and services and 2,419 LF of sewer mains and services. Approximately 2,008 LF of existing 6- inch vitrified clay (VC), and 6- inch concrete sewer pipes will be replaced-in-place in the same trench alignment via tunneling methods (i.e., pipe bursting) no excavation involved, and 411 LF with open trench methods, at the same depth with new 4- inch and 8- inch high-density polyethylene (HDPE) piping. Nine sewer manholes will be also replaced-in-place and four new manholes to be installed on undisturbed soils by trenching an approximately 8ft by 8ft with a depth of 4ft to 17ft. Approximately 4,683 LF of existing 1-inch, 3-inch, 4-inch, 6-inch, 8- inch, 12-inch, and 16-inch AC and CI water pipes, will be replace in place via open trench, and approximately 6,575 LF of new 8-inch, 12-inch, 16-inch polyvinyl chloride (PVC) water pipes will be installed in new alignments via open trench. Approximately 161 cubic yards of excavation is proposed in the new sewer alignments 10 feet or deeper.

The project would also include the abandonment of 10,292 LF of existing water mains extending from the public right-of way into Balboa Park and the San Diego Zoo's parking lot. All abandonment of these water mains will be slurry-filled.

The project would also include the following improvements: installation of curb ramps, laterals, cleanouts, water meters, water boxes, slurry seal, manholes and street resurfacing.

More specific descriptions of construction methods are as follow:

Open Trenching: The open trench method of construction will be used for complete replacement portions of the Project. Trenches are typically 3-5 feet wide and are dug with excavators and similar large construction equipment. All trenching work would occur within the City's property, public right-of-way and easements (see attached plan sheets and maps).

Abandonment: Pipeline abandonment activities will have minimum surface/subsurface disturbance at both ends of the mains. Disturbance would be limited to removal of manholes and exposed pipe sections. All abandonment would occur within City's property and right-of-way.

Potholing: Potholing will be used to verify utility crossings. These 'potholes' are made by using vacuum type equipment to open up small holes into the street or pavement.

Tunneling: Part of replacing the existing sewer mains for this project is to use Pipe Bursting (trenchless) method. With this technology most of the ground surface remains undisturbed, lessening the environmental impact of placing pipe. In this method one manhole will be used as an insertion pit for equipment to break the existing pipe and pull a new pipe through while another manhole is used as receiving pit. Area traffic flow continues without interruption. Communities remain relatively undisturbed and visually pleasing.

II. ENVIRONMENTAL SETTING

The *Balboa Park Pipeline Replacement Phase II* project is located within the Balboa Community Plan area (Council District 3). The entire project is generally bounded by Park Blvd from Weber Avenue to Upas Street and Richmond Street to the east. This work would occur within City-owned park property and right-of-way. Park Blvd is adjacent to the City's Multi-Habitat Planning Area (MHPA). The project would affect the following streets: Park Blvd., Richmond Street, Zoo Drive, Zoo Place, Village Place, Old Globe Way, El Prado. Work would occur within Balboa Park, HRB Site #1. See attached MND for the environmental setting for the overall Citywide Pipeline Projects.

III. SUMMARY OF ORIGINAL PROJECT

A Citywide Pipelines Projects Mitigated Negative Declaration (MND) No. 255100 was prepared by the City of San Diego's Development Services Department (DSD) and was certified by the City Council on November 30, 2011 (Resolution No. 307122), hereby referenced as Citywide Pipelines MND. The Citywide Pipelines MND provides for the inclusion of subsequent pipeline projects that are located within the public right-of-way and

would not result in any direct impacts to sensitive biological resources. Pursuant to the City of San Diego's Municipal Code Section 128.0306 and Section 15164(c) of State CEQA Guidelines addenda to environmental documents are not required to be circulated for public review.

IV. ENVIRONMENTAL DETERMINATION

The City previously prepared and certified the Citywide Pipelines MND No. 255100 /SCH No. 2011091045. Based on all available information in light of the entire record, the analysis in this Addendum, and pursuant to Section 15162 of the State CEQA Guidelines, the City has determined the following:

- There are no substantial changes proposed in the project which will require major revisions of the previous environmental document due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects;
- Substantial changes have not occurred with respect to the circumstances under which the project is undertaken which will require major revisions of the previous environmental document due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects; or
- There is no new information of substantial importance, which was not known and could not have been known with the exercise of reasonable diligence at the time the previous environmental document was certified as complete or was adopted, shows any of the following:
 - a. The project will have one or more significant effects not discussed in the previous environmental document;
 - b. Significant effects previously examined will be substantially more severe than shown in the previous environmental document;
 - c. Mitigation measures or alternatives previously found not to be feasible would in fact be feasible, and would substantially reduce one or more significant effects of the project, but the project proponents decline to adopt the mitigation measure or alternative; or
 - d. Mitigation measures or alternatives which are considerably different from those analyzed in the previous environmental would substantially reduce one or more significant effects on the environment, but the project proponents decline to adopt the mitigation measure or alternative.

Based upon a review of the current project, none of the conditions described in Section 15162 calling for the preparation of a subsequent EIR or negative declaration have occurred. No changes in circumstances have occurred, and no new information of substantial

importance has manifested, which would result in new significant or substantially increased adverse impacts as a result of the project. Therefore, this Addendum has been prepared in accordance with Section 15164 of the CEQA State Guidelines. Public review of this Addendum is not required per CEQA.

V. IMPACT ANALYSIS

The following includes the project-specific environmental review pursuant to the CEQA. The Citywide Pipelines MND determined the potential to impact Historical/Cultural Resources (Archaeology, Built Environment) and Land Use (MHPA). The analysis in this document evaluates the adequacy of the MND relative to the project.

Historical Resources (Archaeology)

Citywide Pipelines MND

The Citywide Pipelines MND concluded that pipeline projects located within the public right-of-way and city easements could result in significant environmental impacts relating to archaeological resources, and included mitigation to reduce impacts to archaeological resources to below a level of significance. Portions of the project area identified with the Balboa Park Pipeline Phase III project would include excavation of previously undisturbed soil which has the potential to contain sensitive archaeological resources.

To reduce potential project impacts, to archaeological resources, to below a level of significance, excavation within previously undisturbed soil, for either new trench alignments or for replacement of pipelines within the same trench alignment occurring at a deeper depth than the previously existing pipeline, would be monitored by a qualified archaeologist or archaeological monitor and Native American monitor. Any significant archaeological resources encountered would be recovered and curated in accordance with the mitigation monitoring and Reporting Program (MMRP) detailed in Section V.

Project

The City of San Diego archaeological resource sensitivity maps identify the project site as being sensitive for the discovery of archaeological resources. Therefore, archaeological and Native American monitoring will be required during all of the project's ground disturbing activities in previously undisturbed soil to reduce potentially significant impacts to archaeological resources to a less than significant level. This monitoring is included in Section VI of this MND.

Historical Resources (Built Environment)

Citywide Pipelines MND

The Citywide Pipelines MND concluded that pipeline projects located within the public right-of-way and city easements could result in significant environmental impacts relating to historical resources. Projects located in a historical district must incorporate mitigation to

reduce impacts to the historical district to below a level of significance. This mitigation measure does not apply because the project is not in a historic designated district.

The purpose and intent of the *Historical Resources Regulations of the Land Development 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. 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).

Project

The project is located within the site boundaries of HRB Site #1, locally designated historical resource. The project has been reviewed and designed to comply with the U.S. Secretary of the Interior's Standards. Notes were added to plans within Spanish Village to indicate that pavers are to be protected and replaced in kind if disturbed. The project is also consistent with the *Historical Resources Regulations*. The project is not located within a historic district. Therefore, no impacts would occur to historical resources (built environment) as a result of the project and no mitigation is required.

Land Use

Citywide Pipelines MND

The Citywide Pipelines MND concluded that future pipeline projects would involve replacing and installing utility infrastructure located within proximity to the City's MHPA which is covered by the MSCP Subarea Plan. No conflicts are anticipated because implementation of the MHPA Land Use Adjacency Guidelines would be required for any project located within 100 feet from the MHPA. Measures to reduce potential indirect impacts to the City's MHPA have been included in the MMRP contained within Section V of the Citywide Pipelines MND. With mitigation incorporated, impacts would be less than significant.

Project

Due to the site's location adjacent to the MHPA, mitigation measures have been included to implement MHPA Land Use Adjacency Requirements as well as noise reduction measures for the following protected avian species that may occur on site: California Gnatcatcher. With mitigation measures listed un Section VI of this MND incorporated, impacts would be less than significant.

Paleontological Resources

Citywide Pipelines Project MND

The Citywide Pipelines MND analyzed paleontological resources in relation to pipeline projects, which included mitigation to reduce impacts to paleontological resources to below

a level of significance. The project area is underlain by geologic formations that, with respect to paleontological fossil resource potential, are assigned a moderate and high sensitivity ratings. Based on the sensitivity of the affected formations and proposed excavation depths exceeding 10 feet, construction of subsequent pipeline projects could result in potentially significant impacts to fossil resources.

To reduce potential impacts to below a level of significance, excavation within previously undisturbed formations at a depth of 10 or more feet, for either new trench alignments and/or for replacement of pipelines within the same trench alignment occurring at a deeper depth than the previously existing pipeline, would be monitored by a qualified paleontologist or paleontological monitor. Any significant paleontological resources encountered would be recovered and curated in accordance with the mitigation monitoring and Reporting Program (MMRP) detailed in Section V of the Citywide Pipelines MND.

Project

The project appears to be underlain by Very Old Paralac Deposits, Unit 8 and Unit 9. These areas have a moderate sensitivity for paleontological resources. Project excavation would exceed 2,000 cubic yards and 10 feet in depth, thus Paleontological resources monitoring shall be required in accordance with the General Grading Guidelines for Paleontological Resources in the Land Development Manual. Monitoring is now required to comply with San Diego Municipal Code section 142.0151, and would reduce potentially significant impacts to paleontological resources to a less than significant level. No mitigation is required.

Summary

Based on the foregoing analysis and information, there is no evidence that the project would require a major change to the Mitigated Negative Declaration. The project would not result in any new significant impact, nor would a substantial increase in the severity of impacts from that described in the Mitigated Negative Declaration result.

VI. MITIGATION, MONITORING, AND REPORTING PROGRAM (MMRP) INCORPORATED INTO THE PROJECT

Historical Resources (Archaeology)

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

A. Entitlements Plan Check

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 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

1. 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 in-house, 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.
2. 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

1. 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 (CSV). The CSV's shall be emailed 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 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 Right-of-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 cannot 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
 1. 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).
 3. 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 email 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.
 - a. 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)
 - 1. 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.

LAND USE [MULTIPLE SPECIES CONSERVATION PROGRAM (MSCP)]

I. Prior to Construction

A. Preconstruction Meeting

The Qualified Biologist/Owners Representative shall incorporate all MHPA construction related requirements, into the project’s Biological Monitoring Exhibit (BME).

The Qualified Biologist/Owners Representative is responsible to arrange and perform a focused pre-con with all contractors, subcontractors, and all workers involved in grading or other construction activities that discusses the sensitive nature of the adjacent sensitive biological resources.

- B. Prior to construction or issuance of any construction permit, the DSD Environmental Designee (ED) shall verify the Applicant has accurately represented the project’s design in the Construction Documents (CDs) that are in conformance with the associated discretionary permit conditions and Exhibit “A”, and also the City’s Multi-Species Conservation Program (MSCP) Land Use Adjacency Guidelines for the Multiple Habitat Planning Area (MHPA), including identifying adjacency as the potential for direct/indirect impacts where applicable. In addition, all CDs where applicable shall show all requirements listed under **Land Use (MSCP), II. During Construction.**

II. During Construction

- A. The Qualified Biologist/Owners Representative, shall verify that all construction related activities taking place within or adjacent to the MHPA are consistent with the CDs, the MSCP/MHPA Land Use Adjacency Guidelines. The Qualified Biologist/Owners Representative shall monitor and ensure that:
1. **Land Development /Grading Boundaries** - The MHPA boundary and the limits of grading shall be clearly delineated by a survey crew prior to brushing, clearing, or grading. Limits shall be defined with orange construction fence, siltation fence, or staking, under the supervision of the Qualified Biologist/Owners Representative who shall provide a letter of verification to RE/MMC that all limits were marked as required. Within or adjacent to the MHPA, all manufactured slopes associated with site development shall be included within the development footprint.
 2. **Drainage/Toxics** - No Direct drainage into the MHPA shall occur during or after construction and that filtration devices, swales and/or detention/desiltation basins that drain into the MHPA are functioning properly during construction, and that permanent maintenance after construction is addressed. These systems should be maintained approximately once a year, or as often a needed, to ensure proper functioning. Maintenance should include dredging out sediments if needed, removing exotic plant materials, and adding chemical-neutralizing compounds (e.g. clay compounds) when necessary and appropriate.
 3. **Staging/storage, equipment maintenance, and trash** - Identify all areas for staging, storage of equipment and materials, trash, equipment maintenance, and other construction related activities on the monitoring exhibits and verify that they are within the development footprint. Comply with the applicable notes on the plans
 4. **Barriers** - New development adjacent to the MHPA provides city approved barriers along the MHPA boundaries
 5. **Lighting** - Periodic night inspections are performed to verify that all lighting adjacent to the MHPA is directed away from preserve areas and appropriate placement and shielding is used.
 6. **Invasives** - No invasive plant species are used in or adjacent (within 100 feet) to the MHPA and that within the MHPA, all plant species must be native.
 7. **Brush Management** - BMZ1 is within the development footprint and outside of the MHPA, and that maintenance responsibility for the BMZ 2 located within the MHPA is identified as the responsibility of an HOA or other private entity.
 8. **Noise** - For any area of the site that is adjacent to or within the MHPA, construction noise that exceeds the maximum levels allowed, shall be avoided, during the breeding seasons, for protected avian species such as: *California Gnatcatcher (3/1-8/15)*. If construction is proposed during the breeding season for the species, U.S. Fish and Wildlife Service protocol surveys will be required in order to determine species presence/absence. When applicable, adequate noise reduction measures shall be incorporated.

B. COASTAL CALIFORNIA GNATCATCHER

NO CLEARING, GRUBBING, GRADING, OR OTHER CONSTRUCTION ACTIVITIES SHALL OCCUR BETWEEN MARCH 1 AND AUGUST 15, THE BREEDING SEASON OF THE COASTAL CALIFORNIA GNATCATCHER, UNTIL THE FOLLOWING REQUIREMENTS HAVE BEEN MET TO THE SATISFACTION OF THE DSD ENVIRONMETNAL DESIGNEE:

- a. A QUALIFIED BIOLOGIST (POSSESSING A VALID ENDANGERED SPECIES ACT SECTION 10(a)(1)(A) RECOVERY PERMIT) SHALL SURVEY THOSE HABITAT AREAS WITHIN THE MHPA THAT WOULD BE SUBJECT TO CONSTRUCTION NOISE LEVELS EXCEEDING 60 DECIBELS [dB(A)] HOURLY AVERAGE FOR THE PRESENCE OF THE COASTAL CALIFORNIA GNATCATCHER. SURVEYS FOR THE COASTAL CALIFORNIA GNATCATCHER SHALL BE CONDUCTED PURSUANT TO THE PROTOCOL SURVEY GUIDELINES ESTABLISHED BY THE U.S. FISH AND WILDLIFE SERVICE WITHIN THE BREEDING SEASON PRIOR TO THE COMMENCEMENT OF ANY CONSTRUCTION. IF GNATCATCHERS ARE PRESENT, THEN THE FOLLOWING CONDITIONS MUST BE MET:

BETWEEN MARCH 1 AND AUGUST 15, NO CLEARING, GRUBBING, OR GRADING OF OCCUPIED GNATCATCHER HABITAT SHALL BE PERMITTED. AREAS RESTRICTED FROM SUCH ACTIVITIES SHALL BE STAKED OR FENCED UNDER THE SUPERVISION OF A QUALIFIED BIOLOGIST; AND

1. BETWEEN MARCH 1 AND AUGUST 15, NO CONSTRUCTION ACTIVITIES SHALL OCCUR WITHIN ANY PORTION OF THE SITE WHERE CONSTRUCTION ACTIVITIES WOULD RESULT IN NOISE LEVELS EXCEEDING 60 dB(A) HOURLY AVERAGE AT THE EDGE OF OCCUPIED GNATCATCHER HABITAT. AN ANALYSIS SHOWING THAT NOISE GENERATED BY CONSTRUCTION ACTIVITIES WOULD NOT EXCEED 60 dB(A) HOURLY AVERAGE AT THE EDGE OF OCCUPIED HABITAT MUST BE COMPLETED BY A QUALIFIED ACOUSTICIAN (POSSESSING CURRENT NOISE ENGINEER LICENSE OR REGISTRATION WITH MONITORING NOISE LEVEL EXPERIENCE WITH LISTED ANIMAL SPECIES) AND APPROVED BY THE DSD ENVIRONMETNAL DESIGNEE AT LEAST TWO WEEKS PRIOR TO THE COMMENCEMENT OF CONSTRUCTION ACTIVITIES. PRIOR TO THE COMMENCEMENT OF CONSTRUCTION ACTIVITIES DURING THE BREEDING SEASON, AREAS RESTRICTED FROM SUCH ACTIVITIES SHALL BE STAKED OR FENCED UNDER THE SUPERVISION OF A QUALIFIED BIOLOGIST; OR
2. AT LEAST TWO WEEKS PRIOR TO THE COMMENCEMENT OF CONSTRUCTION ACTIVITIES, UNDER THE DIRECTION OF A QUALIFIED ACOUSTICIAN, NOISE ATTENUATION MEASURES (e.g., BERMS, WALLS) SHALL BE IMPLEMENTED TO ENSURE THAT NOISE LEVELS RESULTING FROM CONSTRUCTION ACTIVITIES WILL NOT EXCEED 60 dB(A) HOURLY AVERAGE AT THE EDGE OF HABITAT OCCUPIED BY THE COASTAL CALIFORNIA GNATCATCHER. CONCURRENT WITH THE COMMENCEMENT OF CONSTRUCTION ACTIVITIES AND THE CONSTRUCTION OF NECESSARY NOISE ATTENUATION FACILITIES, NOISE MONITORING* SHALL BE CONDUCTED AT THE EDGE OF THE OCCUPIED HABITAT AREA TO ENSURE THAT NOISE LEVELS DO NOT EXCEED 60 dB(A) HOURLY AVERAGE. IF THE NOISE ATTENUATION TECHNIQUES IMPLEMENTED ARE DETERMINED TO BE INADEQUATE BY THE QUALIFIED ACOUSTICIAN OR

BIOLOGIST, THEN THE ASSOCIATED CONSTRUCTION ACTIVITIES SHALL CEASE UNTIL SUCH TIME THAT ADEQUATE NOISE ATTENUATION IS ACHIEVED OR UNTIL THE END OF THE BREEDING SEASON (AUGUST 16).

* Construction noise monitoring shall continue to be monitored at least twice weekly on varying days, or more frequently depending on the construction activity, to verify that noise levels at the edge of occupied habitat are maintained below 60 dB(A) hourly average or to the ambient noise level if it already exceeds 60 dB(A) hourly average. If not, other measures shall be implemented in consultation with the biologist and the DSD Environmental Designee, as necessary, to reduce noise levels to below 60 dB(A) hourly average or to the ambient noise level if it already exceeds 60 dB(A) hourly average. Such measures may include, but are not limited to, limitations on the placement of construction equipment and the simultaneous use of equipment.

- b. IF COASTAL CALIFORNIA GNATCATCHERS ARE NOT DETECTED DURING THE PROTOCOL SURVEY, THE QUALIFIED BIOLOGIST SHALL SUBMIT SUBSTANTIAL EVIDENCE TO THE DSD ENVIRONMENTAL DESIGNEE AND APPLICABLE RESOURCE AGENCIES WHICH DEMONSTRATES WHETHER OR NOT MITIGATION MEASURES SUCH AS NOISE WALLS ARE NECESSARY BETWEEN MARCH 1 AND AUGUST 15 AS FOLLOWS:
 1. IF THIS EVIDENCE INDICATES THE POTENTIAL IS HIGH FOR COASTAL CALIFORNIA GNATCATCHER TO BE PRESENT BASED ON HISTORICAL RECORDS OR SITE CONDITIONS, THEN CONDITION A.III SHALL BE ADHERED TO AS SPECIFIED ABOVE.
 2. IF THIS EVIDENCE CONCLUDES THAT NO IMPACTS TO THIS SPECIES ARE ANTICIPATED, NO MITIGATION MEASURES WOULD BE NECESSARY.

III. Post Construction

- A. Preparation and Submittal of Monitoring Report - The Qualified Biologist/Owners Representative shall submit a final biological monitoring report to the RE/MMC within 30 days of the completion of construction that requires monitoring. The report shall incorporate the results of the MMRP/MSCP requirements per the construction documents and the BME to the satisfaction of RE/MMC.

VII. IMPACT SIGNIFICANCE

The MND identified that all impacts would be mitigated to below a level of significance through mitigation. This Addendum also identifies that all significant project impacts would be mitigated to below a level of significance, consistent with the previously certified MND.

VIII. CERTIFICATION

Copies of the addendum, the adopted MND, and the Mitigation Monitoring and Reporting Program, and associated project-specific technical appendices, if any, may be reviewed online at www.sandiego.gov/ceqa, or purchased for the cost of reproduction.



Jamie Kennedy, Senior Planner
Development Services Department

5/22/20

Date of Final Report

Analyst: Jamie Kennedy

Attachments:

Figure 1: Location Map

Figure 2: Aerial Location Map

Site Plan

Mitigated Negative Declaration No. 255100/SCH No. 2011091045

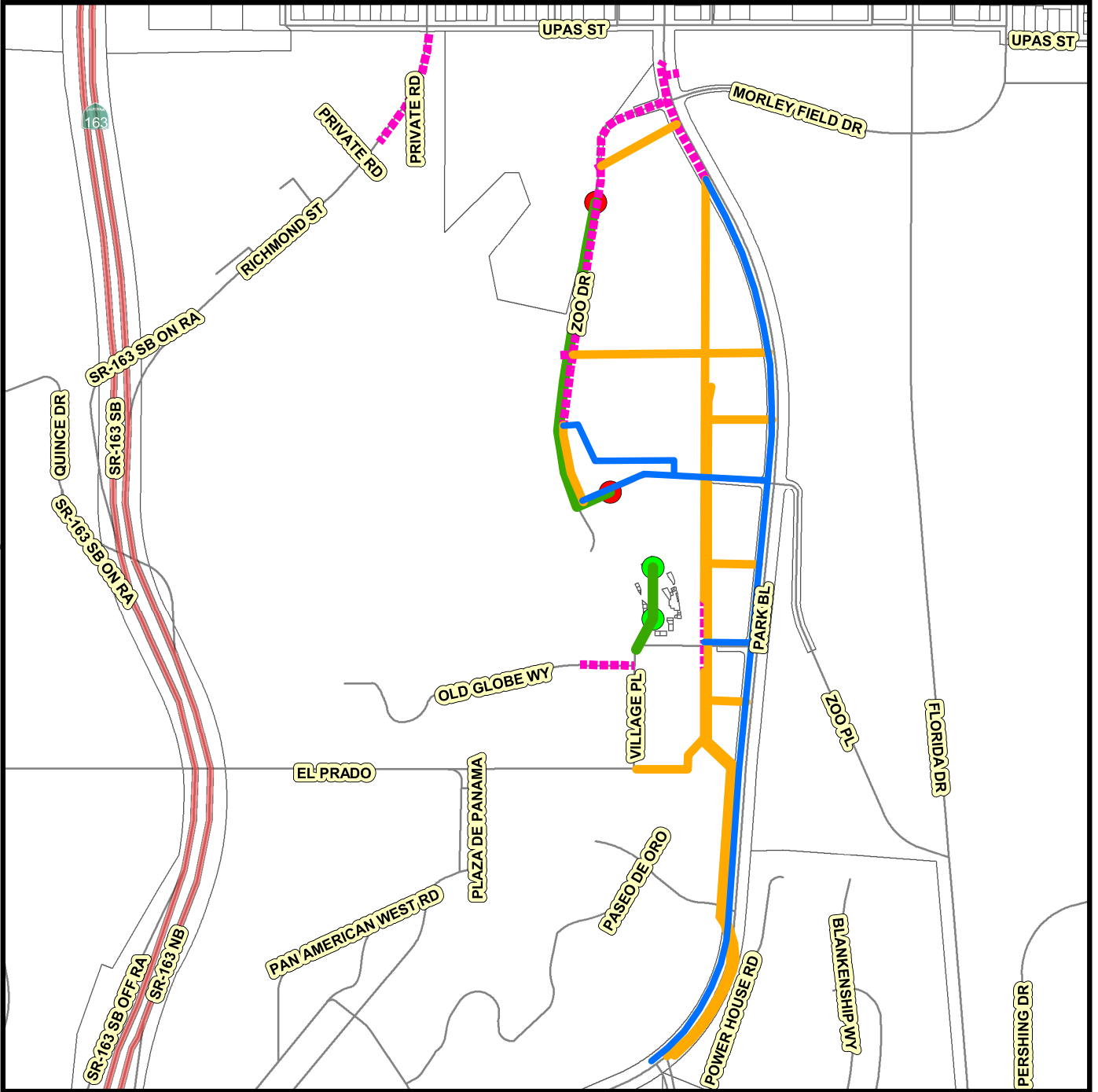
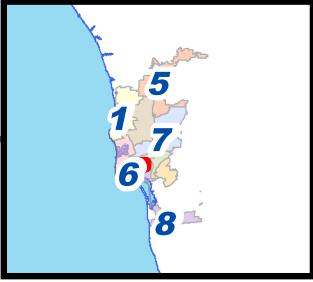
BALBOA PARK PIPELINE REPLACEMENT PHASE II

SENIOR ENGINEER
ALEX SLEIMAN, P.E.
619-533-7588

PROJECT MANAGER
SABEEN COCHINWALA
619-533-4661

PROJECT ENGINEER
SAL CASTILLO
619-533-4609

FOR QUESTIONS ABOUT THIS PROJECT
Call: 619-533-4207
Email: engineering@sandiego.gov

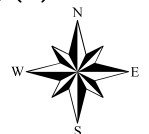


Legend

- New Water
- Water Replacement
- New Manhole
- Water Abandonment
- Proposed Sewer
- Manhole Relocation

Date: March 14, 2019

B17133 (S)



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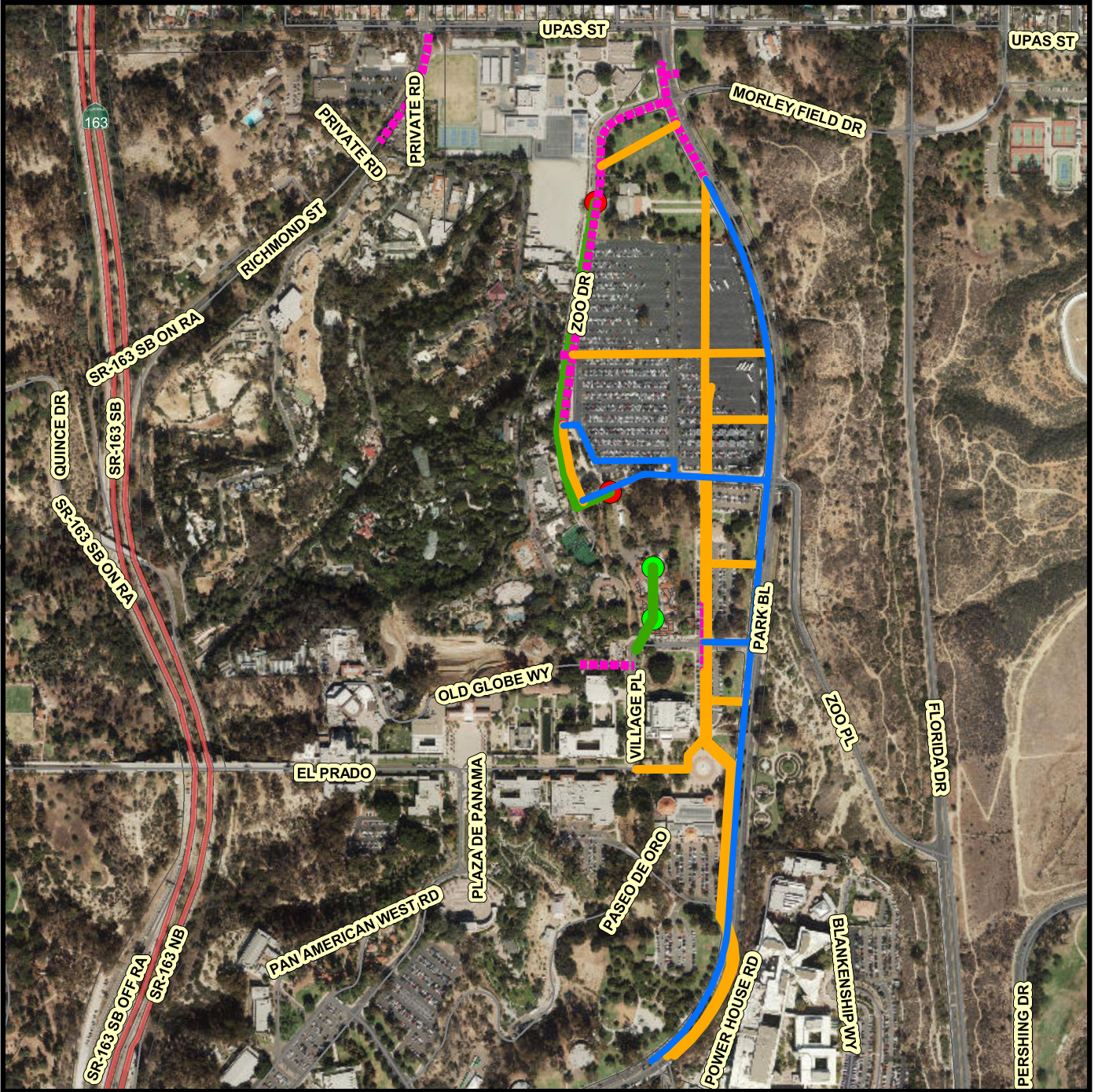
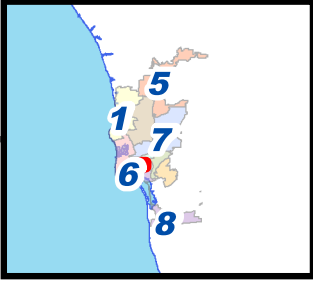
BALBOA PARK PIPELINE REPLACEMENT PHASE II

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FOR QUESTIONS ABOUT THIS PROJECT
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CONTRACTOR'S RESPONSIBILITIES

1. 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 ALERT 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.
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.
11. 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.
12. PROVIDE A CORROSION PREVENTATIVE COATING ON ALL BURRIED DUCTILE IRON PIPE AND FITTINGS INCLUDING ALL BENDS, TEES, CROSSES, FLEX COUPLINGS FLANGE BOLTS, AND VALVES PER CONTRACT SPECIFICATIONS.
13. PROVIDE A CORROSION PREVENTATIVE COATING ON ALL BURIED DUCTILE IRON PIPE AND FITTING INCLUDING ALL BENDS, TEES, CROSSES, FLEX COUPLINGS, FLANGE BOLTS, AND VALVES. THE COATING (EPOXY, FUSION BONDED EPOXY, WAX TAPE [RECOMMENDED], OR POLYURETHANE) SHALL BE HOLIDAY FREE, CONFORMING TO THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION (WHITE BOOK) SECTION 209-11.2. IF ANY PIPE MATERIALS ARE CHANGED TO METALLIC PIPE DURING THE DESIGN, DEVELOPMENT, OR CONSTRUCTION PHASE, A NEW REVIEW

B/ R

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ERRATA

Balboa Park Pipeline Repl. PPA Project Tracking Number (PTS) No 635078

July 2, 2020

Subsequent to completion of the Final Addendum Mitigated Negative Declaration (MND), minor revisions have been made to the Project Description and Summary of Proposed Project sections of the final environmental document to clarify the correct project description and accurate descriptions of the project actions. Revisions are shown in ~~strikeout~~/underline.

SUBJECT: Balboa Park Pipeline Replacement, Phase II: The proposed scope of work would include open trenching for replace-in-place, ~~tunneling~~, and new installation (i.e. new alignment – trenching) of approximately 10,741 ~~44,258~~ linear feet (LF) of water mains and services and 2,714 ~~2,419~~ LF of sewer mains and ~~services~~ laterals. ~~Nine~~ Seven sewer manholes will be replaced-in-place, and four two new manholes and three cleanouts to be installed on undisturbed soils. Approximately 161 cubic yards of excavation is proposed in the new sewer alignments 10 feet or deeper. The project would also include the abandonment of 10,292 ~~11,149~~ LF of existing water mains extending from the public right-of way into Balboa Park and the San Diego Zoo's parking lot. The project would also include the following improvements: installation of curb ramps, laterals, cleanouts, water meters, water boxes, fire hydrants, water appurtenances, slurry seal, manholes and street resurfacing including overlay, bus pads and base repairs. The entire project is generally bounded by Park Blvd from Weber Avenue to Upas Street and Richmond Street to the east. This work would occur within City-owned property and right-of-way. Park Blvd is adjacent to the City's Multi-Habitat Planning Area (MHPA). Work would occur within Historical Resources Board (HRB) Site #1. APPLICANT: City of San Diego Public Works Department

I. SUMMARY OF PROPOSED PROJECT

The proposed scope of work would include open trenching for replace-in-place, ~~tunneling~~, and new installation (i.e. new alignment – trenching) of approximately 10,606 ~~44,258~~ linear feet (LF) of water mains and services and 2,714 ~~2,419~~ LF of sewer mains and laterals ~~services~~. Approximately 2,073 ~~2,008~~ LF of existing 6- inch vitrified clay (VC), and 6- inch concrete sewer pipes will be replaced-in-place in the same trench alignment ~~via tunneling methods (i.e., pipe bursting) no excavation involved~~, and 411 LF with open trench methods, at approximately the same depth with new 64- inch and 8- inch polyvinyl chloride (PVC) and high-density polyethylene (HDPE) piping pipe. ~~Nine~~ Seven sewer manholes will be ~~also~~ replaced-in-place also, and ~~four~~ two new manholes and three cleanouts to be installed on undisturbed soils by trenching an approximately 8 ft by 8 ft with a depth of 4 ft to 8 ~~17~~ ft. Approximately 4,352 ~~4,683~~ LF of existing 1-inch, 2 ~~3~~-inch, 4-inch, 6-inch, 8-inch, 12-inch, and 16-inch AC and CI water pipes, will be replace in place via open trench, and approximately 6,254 ~~6,575~~ LF of new 8-inch, 12-inch, 16-inch ~~polyvinyl chloride (PVC)~~ water pipes will be installed in new alignments via open trench. Approximately 161 cubic yards of excavation is proposed in the new sewer alignments 10 feet or deeper.

The project would also include the abandonment of ~~40,292~~ 11,149 LF of existing water mains extending from the public right-of way into Balboa Park and the San Diego Zoo's parking lot. All abandonment of 16" ~~these~~ water mains will be slurry-filled per City standard.

The project would also include the following improvements: installation of curb ramps, laterals, cleanouts, water meters, water boxes, fire hydrants, water appurtenances, slurry seal, manholes and street resurfacing including overlay, bus pads and base repairs.

More specific descriptions of construction methods are as follow:

Open Trenching: The open trench method of construction will be used for complete replacement portions of the Project. Trenches are typically 3-5 feet wide and are dug with excavators and similar large construction equipment. All trenching work would occur within the City's property, public right-of-way and easements (see attached plan sheets and maps).

Abandonment: Pipeline abandonment activities will have minimum surface/subsurface disturbance at both ends of the mains. Disturbance would be limited to removal of manholes and exposed pipe sections. All abandonment would occur within City's property and right-of-way.

Potholing: Potholing will be used to verify utility crossings. These 'potholes' are made by using vacuum type equipment to open up small holes into the street or pavement.

~~Tunneling: Part of replacing the existing sewer mains for this project is to use Pipe Bursting (trenchless) method. With this technology most of the ground surface remains undisturbed, lessening the environmental impact of placing pipe. In this method one manhole will be used as an insertion pit for equipment to break the existing pipe and pull a new pipe through while another manhole is used as receiving pit. Area traffic flow continues without interruption. Communities remain relatively undisturbed and visually pleasing.~~

Minor revisions have been made to the Final MND, which appear in ~~strikeout~~ and underline format. Minor clarifications in the project description, including removing tunneling references, would not result in any changes to the environmental impacts associated with the project, or the project's mitigation measures. As such, no recirculation of the MND is required. In accordance with the California Environmental Quality Act Guidelines, Section 15073.5 (c)(4), recirculation is not required when new information is added to the negative declaration which merely clarifies, amplifies, or makes insignificant modifications to the negative declaration, when there are no new impacts and no new mitigation is identified. An environmental document need only be recirculated where there is identification of new significant environmental impact or the addition of a new mitigation measure required to avoid a significant environmental impact.

APPENDIX B
FIRE HYDRANT METER PROGRAM

CITY OF SAN DIEGO CALIFORNIA DEPARTMENT INSTRUCTIONS	NUMBER DI 55.27	DEPARTMENT Water Department
SUBJECT FIRE HYDRANT METER PROGRAM (FORMERLY: CONSTRUCTION METER PROGRAM)	PAGE 1 OF 10	EFFECTIVE DATE October 15, 2002
	SUPERSEDES DI 55.27	DATED 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 DEPARTMENT INSTRUCTIONS	NUMBER DI 55.27	DEPARTMENT Water Department
SUBJECT FIRE HYDRANT METER PROGRAM (FORMERLY: CONSTRUCTION METER PROGRAM)	PAGE 2 OF 10	EFFECTIVE DATE October 15, 2002
	SUPERSEDES DI 55.27	DATED 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 DEPARTMENT INSTRUCTIONS	NUMBER DI 55.27	DEPARTMENT Water Department
SUBJECT FIRE HYDRANT METER PROGRAM (FORMERLY: CONSTRUCTION METER PROGRAM)	PAGE 3 OF 10	EFFECTIVE DATE October 15, 2002
	SUPERSEDES DI 55.27	DATED 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.

CITY OF SAN DIEGO CALIFORNIA DEPARTMENT INSTRUCTIONS	NUMBER DI 55.27	DEPARTMENT Water Department
SUBJECT FIRE HYDRANT METER PROGRAM (FORMERLY: CONSTRUCTION METER PROGRAM)	PAGE 4 OF 10	EFFECTIVE DATE October 15, 2002
	SUPERSEDES DI 55.27	DATED April 21, 2000

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 re-installation.
 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.

CITY OF SAN DIEGO CALIFORNIA DEPARTMENT INSTRUCTIONS	NUMBER DI 55.27	DEPARTMENT Water Department
SUBJECT FIRE HYDRANT METER PROGRAM (FORMERLY: CONSTRUCTION METER PROGRAM)	PAGE 5 OF 10	EFFECTIVE DATE October 15, 2002
	SUPERSEDES DI 55.27	DATED April 21, 2000

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 DEPARTMENT INSTRUCTIONS	NUMBER DI 55.27	DEPARTMENT Water Department
SUBJECT FIRE HYDRANT METER PROGRAM (FORMERLY: CONSTRUCTION METER PROGRAM)	PAGE 6 OF 10	EFFECTIVE DATE October 15, 2002
	SUPERSEDES DI 55.27	DATED April 21, 2000

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

CITY OF SAN DIEGO CALIFORNIA DEPARTMENT INSTRUCTIONS	NUMBER DI 55.27	DEPARTMENT Water Department
SUBJECT FIRE HYDRANT METER PROGRAM (FORMERLY: CONSTRUCTION METER PROGRAM)	PAGE 7 OF 10	EFFECTIVE DATE October 15, 2002
	SUPERSEDES DI 55.27	DATED April 21, 2000

for removal of the meter.

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

5. **EXCEPTIONS**

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

6. **MOBILE METER**

- 6.1 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

CITY OF SAN DIEGO CALIFORNIA DEPARTMENT INSTRUCTIONS	NUMBER DI 55.27	DEPARTMENT Water Department
SUBJECT FIRE HYDRANT METER PROGRAM (FORMERLY: CONSTRUCTION METER PROGRAM)	PAGE 8 OF 10	EFFECTIVE DATE October 15, 2002
	SUPERSEDES DI 55.27	DATED April 21, 2000

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.

CITY OF SAN DIEGO CALIFORNIA DEPARTMENT INSTRUCTIONS	NUMBER DI 55.27	DEPARTMENT Water Department
SUBJECT FIRE HYDRANT METER PROGRAM (FORMERLY: CONSTRUCTION METER PROGRAM)	PAGE 9 OF 10	EFFECTIVE DATE October 15, 2002
	SUPERSEDES DI 55.27	DATED April 21, 2000

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. These 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. **UNAUTHORIZED USE OF WATER FROM A HYDRANT**

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.

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

- 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 Hydrant Meter (EXHIBIT A)

(For Office Use Only)

NS REQ	FAC#
DATE	BY

METER SHOP (619) 527-7449

Meter Information

Application Date	Requested Install Date:
------------------	-------------------------

Fire Hydrant Location: (Attach Detailed Map//Thomas Bros. Map Location or Construction drawing.) <u>Zip:</u>	T.B.	G.B. (CITY USE)
Specific Use of Water:		
Any Return to Sewer or Storm Drain, if so, explain:		
Estimated Duration of Meter Use: <input type="text"/>	<input type="checkbox"/>	Check Box if Reclaimed Water

Company Information

Company Name:			
Mailing Address:			
City:	State:	Zip:	Phone: ()
*Business license#		*Contractor license#	
A Copy of the Contractor's license OR Business License is required at the time of meter issuance.			
Name and Title of Billing Agent: <small>(PERSON IN ACCOUNTS PAYABLE)</small>		Phone: ()	
Site Contact Name and Title:		Phone: ()	
Responsible Party Name:		Title:	
Cal ID#		Phone: ()	
Signature:		Date:	
Guarantees Payment of all Charges Resulting from the use of this Meter. Insures that employees of this Organization understand the proper use of Fire Hydrant Meter			

Fire Hydrant Meter Removal Request	Requested Removal Date:
Provide Current Meter Location if Different from Above:	
Signature:	Title: Date:
Phone: ()	Pager: ()

<input type="checkbox"/> City Meter	<input type="checkbox"/> Private Meter
Contract Acct #:	Deposit Amount: \$ 936.00 Fees Amount: \$ 62.00
Meter Serial #	Meter Size: 05 Meter Make and Style: 6-7
Backflow #	Backflow Size: Backflow Make and Style:
Name:	Signature: Date:

WATER USES WITHOUT ANTICIPATED CHARGES FOR RETURN TO SEWER

Auto Detailing
Backfilling
Combination Cleaners (Vactors)
Compaction
Concrete Cutters
Construction Trailers
Cross Connection Testing
Dust Control
Flushing Water Mains
Hydro Blasting
Hydro Seeing
Irrigation (for establishing irrigation only; not continuing irrigation)
Mixing Concrete
Mobile Car Washing
Special Events
Street Sweeping
Water Tanks
Water Trucks
Window Washing

Note:

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

Date

Name of Responsible Party
Company Name and Address
Account Number: _____

Subject: Discontinuation of Fire Hydrant Meter Service

Dear Water Department Customer:

The authorization for use of Fire Hydrant Meter # _____, located at *(Meter Location Address)* ends in 60 days and will be removed on or after *(Date Authorization Expires)*. Extension requests for an additional 90 days must be submitted in writing for consideration 30 days prior to the discontinuation date. If you require an extension, please contact the Water Department, or mail your request for an extension to:

City of San Diego
Water Department
Attention: Meter Services
2797 Caminito Chollas
San Diego, CA 92105-5097

Should you have any questions regarding this matter, please call the Fire Hydrant Hotline at (619) _____ - _____.

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. Water stops (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 down drains, 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. Epoxy

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:

Contractor's Phone #:

Contractor's fax #:

Contact Name:

Invoice No.

Invoice Date:

Billing Period: (To)

Item #	Item Description	Unit	Price	Contract Authorization		Extension	Previous Totals To Date		This Estimate		Totals to Date		
				Qty			%/QTY	Amount	%/QTY	Amount	%/QTY	Amount	
1							\$		\$	0.00	\$		
2							\$		\$	0.00%	\$		
3							\$		\$	0.00%	\$		
4							\$		\$	0.00%	\$		
5							\$		\$	0.00%	\$		
6							\$		\$	0.00%	\$		
7							\$		\$	0.00%	\$		
8							\$		\$	0.00%	\$		
5							\$		\$	0.00%	\$		
6							\$		\$	0.00%	\$		
7							\$		\$	0.00%	\$		
8							\$		\$	0.00%	\$		
9							\$		\$	0.00%	\$		
10							\$		\$	0.00%	\$		
11							\$		\$	0.00%	\$		
12							\$		\$	0.00%	\$		
13							\$		\$	0.00%	\$		
14							\$		\$	0.00%	\$		
15							\$		\$	0.00%	\$		
16							\$		\$	0.00%	\$		
17							\$		\$	0.00%	\$		
Field Orders													
CHANGE ORDER No.													
Total Authorized Amount (including approved Change Order)							\$		\$				\$

SUMMARY

A. Original Contract Amount	\$	-
B. Approved Change Order #00 Thru #00	\$	-
C. Total Authorized Amount (A+B)	\$	-
D. Total Billed to Date	\$	-
E. Less Total Retention (5% of D)	\$	-
F. Less Total Previous Payments	\$	-
G. Payment Due Less Retention	\$0.00	
H. Remaining Authorized Amount	\$0.00	

I certify that the materials have been received by me in the quality and quantity specified

Resident Engineer _____

Construction Engineer _____

Retention and/or Escrow Payment Schedule

Total Retention Required as of this billing (Item E)	\$0.00
Previous Retention Withheld in PO or in Escrow	\$0.00
Add'l Amt to Withhold in PO/Transfer in Escrow:	\$0.00
Amt to Release to Contractor from PO/Escrow:	

Contractor Signature and Date: _____

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

Construction Cash Flow Forecast

"Sewer and Water Group Job 965 (W)"

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

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

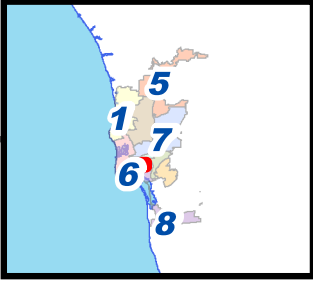
BALBOA PARK PIPELINE REPLACEMENT PHASE II

SENIOR ENGINEER
ALEX SLEIMAN, P.E
619-533-7588

PROJECT MANAGER
SABEEN COCHINWALA
619-533-4661

PROJECT ENGINEER
SAL CASTILLO
619-533-4606

FOR QUESTIONS ABOUT THIS PROJECT
Call: 619-533-4207
Email: engineering@sandiego.gov



Legend

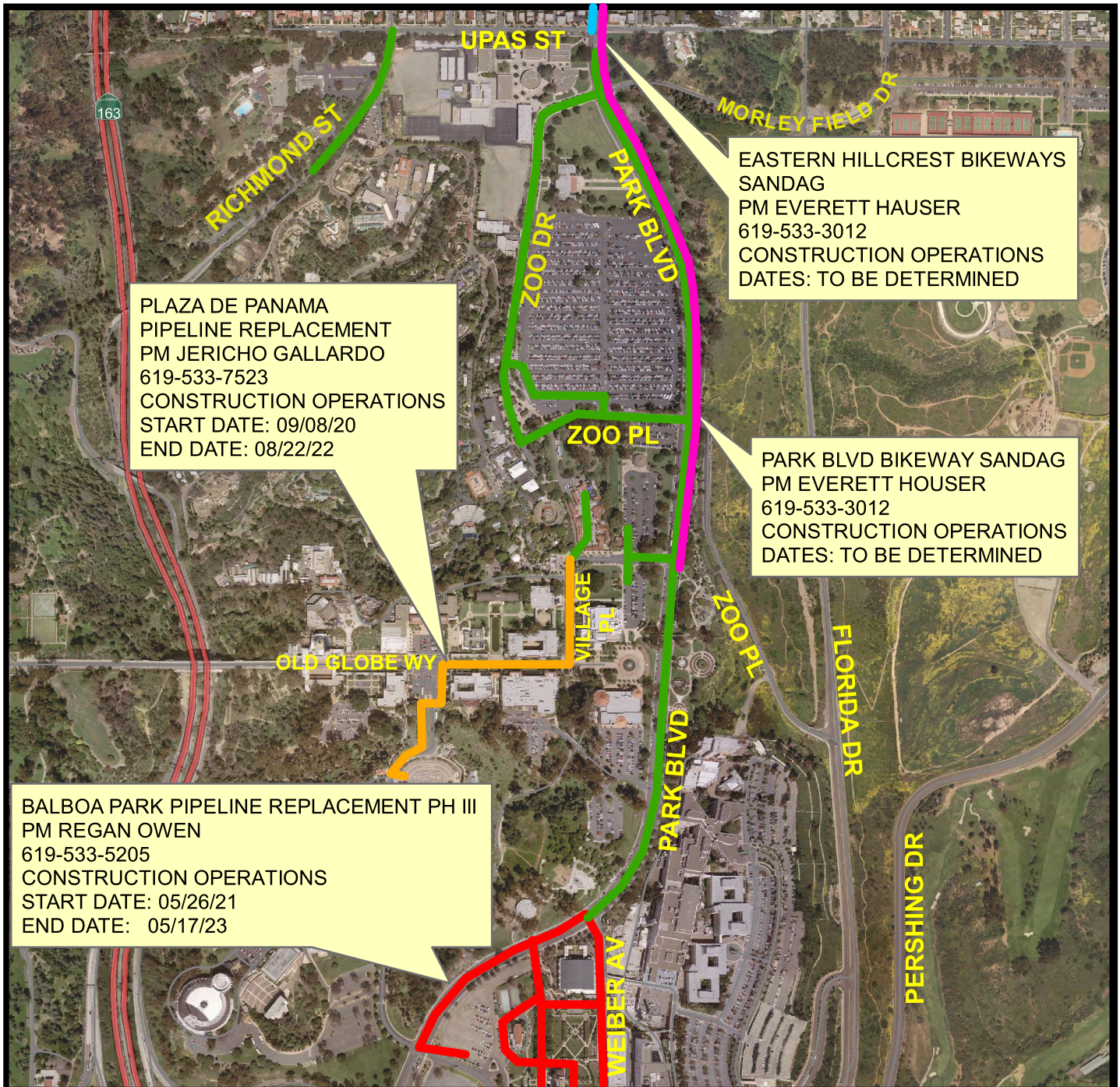
- New Cleanout
- Manhole Relocation
- New Water
- Proposed Sewer
- Rehab Sewer
- Water Abandonment
- Water Replacement



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APPENDIX F
ADJACENT PROJECTS MAP

THIS MAP/DATA IS PROVIDED WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Note: This product may contain information reproduced with permission granted by RAND MCNALLY & COMPANY. It is unlawful to copy or reproduce all or any part thereof, whether for personal use or resale, without the prior, written permission of RAND MCNALLY & COMPANY.



PLAZA DE PANAMA
PIPELINE REPLACEMENT
PM JERICO GALLARDO
619-533-7523
CONSTRUCTION OPERATIONS
START DATE: 09/08/20
END DATE: 08/22/22

EASTERN HILLCREST BIKEWAYS
SANDAG
PM EVERETT HAUSER
619-533-3012
CONSTRUCTION OPERATIONS
DATES: TO BE DETERMINED

PARK BLVD BIKEWAY SANDAG
PM EVERETT HOUSER
619-533-3012
CONSTRUCTION OPERATIONS
DATES: TO BE DETERMINED

BALBOA PARK PIPELINE REPLACEMENT PH III
PM REGAN OWEN
619-533-5205
CONSTRUCTION OPERATIONS
START DATE: 05/26/21
END DATE: 05/17/23

<p>The City of SAN DIEGO ENGINEERING & CAPITAL PROJECTS DEPARTMENT</p>	<p>BALBOA PARK PIPELINE REPLACEMENT PH II COMMUNITY NAME: BALBOA PARK COUNCIL DISTRICT: 3</p>	<p>WBS. No's. B-17140 (W), B-17130 (S)</p>
<p>SENIOR ENGINEER Alex Sleiman 619-533-7588</p> <p>PROJECT MANAGER Sabeen Cochinwala 619-533-4661</p> <p>PROJECT ENGINEER Sal Castillo 619-533-4609</p>	<p>LEGEND:</p> <ul style="list-style-type: none"> — BALBOA PARK PIPELINE REPLACEMENT PH II — BALBOA PARK PIPELINE REPLACEMENT PH III — PLAZA DE PANAMA PIPELINE REPLACEMENT — EASTERN HILLCREST BIKEWAY SANDAG — PARK BLVD BIKEWAY SANDAG 	<p>NOT TO SCALE</p>
	<p>ADJACENT PROJECTS CONFLICT MAP</p>	<p>SHEET NO. 1 OF 1</p>

APPENDIX G

SAMPLE CONTRACTOR'S DAILY QUALITY CONTROL INSPECTION REPORT

City of San Diego
Rubber Polymer Modified Slurry
Contractor's Daily Quality Control Inspection Report

Project Title: _____ Date: _____

Ambient Temperature (Start of Work): _____ Time: _____

Environmental Considerations: _____

Locations (Address Range/Cross Streets):

1. _____
2. _____
3. _____

Approved Mix Design: _____

Material Suppliers: _____

RPMS Type(s): _____

Slurry Machine #'s: _____

Estimated Cure Time (Break) of Slurry: _____

Pre-Mix (Per 100 Counts)

Gate Setting/Emulsion %: _____

Aggregate Weight: _____

Cement % (by weight of aggregate): _____

Crumb Rubber % (by volume of cement): _____

Machine Inspection

Leaks: _____

Sprayers: _____

Emulsion Filter: _____

Carbon Black: _____

Spreader Box Inspection

Cleanliness: _____

Augers: _____

Rubbers: _____

Fabric: _____

Runners: _____

City of San Diego
Rubber Polymer Modified Slurry
Contractor's Daily Quality Control Inspection Report

Project Conditions

Crack Fill: _____

Asphalt Deficiencies: _____

Cleanliness: _____

Impediments/Other: _____

Communication to Client/ Resident Engineer

Crack Fill: _____

Asphalt Deficiencies: _____

Cleanliness: _____

Impediments/Other: _____

Test Lab

Tech: _____ Time on Site: _____

Notes

QCP Administrator Signature:

Date Signed:

City of San Diego
Asphalt Concrete Overlay
Contractor's Daily Quality Control Inspection Report

Project Title: _____ Date: _____

Locations: 1. _____
2. _____
3. _____

Asphalt Mix Specification: Attached Supplier: _____

Dig out Locations: 1. _____
2. _____
3. _____

Tack Coat Application Rate @ Locations:
1. _____
2. _____
3. _____

Asphalt Temperature at Placement @ Locations:
1. _____
2. _____
3. _____

Asphalt Depth @Locations:
1. _____
2. _____
3. _____

Compaction Test Result @Locations:
1. _____
2. _____
3. _____

Location and nature of defects:

- 1. _____
- 2. _____
- 3. _____

Remedial and Corrective Actions taken or proposed for Engineer's approval:

- 1. _____
- 2. _____
- 3. _____

Date's City Laboratory representative was present:

- 1. _____
- 2. _____
- 3. _____

Verified the following:

- 1. Proper Storage of Materials & Equipment
- 2. Proper Operation of Equipment
- 3. Adherence to Plans and Specs
- 4. Review of QC Tests
- 5. Safety Inspection

Initials:

- _____
- _____
- _____
- _____
- _____

Deviations from QCP _____ (see attached)

Quality Control Plan Administrator's Signature:

Date Signed:

APPENDIX H

MONTHLY DRINKING WATER DISCHARGE MONITORING FORM

DRINKING WATER DISCHARGE MONITORING FORM

(Use for All Discharges to the Storm Drain)

All discharge activities related to this project comply with the State Water Resources Control Board ORDER WQ 2014-0194--DWQ, STATEWIDE GENERAL NPDES PERMIT FOR DRINKING WATER SYSTEMS DISCHARGES as referenced by (http://www.waterboards.ca.gov/water_issues/programs/npdes/docs/drinkingwater/final_statewide_wqo2014_0194_dwq.pdf), and as follows:

Project Name:		WBS No.:		Watershed No.				
Qualified Person Conducting Tests:								
signature								
By signing, I certify that all of the statements and conditions for drinking water discharge events are correct.								
BMPs MUST BE IN PLACE PRIOR TO ANY SCHEDULED DISCHARGE								
Event #1								
Discharge Location ¹	Category ² (Select one)	Notification ³ (Select all that apply)	BMPs in Place ⁴ (Select all that apply)	Volume ⁵ (gal)	Sampling ⁶ (take samples at 10 mins, 50-60 mins & last 10 mins)		Notes Report exceedance to RE & complete page 2 of 2	
					Measure	Unit		Time
<u>Inlet Location</u>	<input type="checkbox"/> Superchlorinated <small>(Chlorine added for disinfection)</small>	<input type="checkbox"/> TSW <small>(All Categories)</small>	<input type="checkbox"/> Sweep flow path <small>(gutter, street, etc.)</small>	<u>Total</u>	<u>Chlorine</u>	mg/L		0.1 mg/L= Exceedance
Date:	<input type="checkbox"/> Large Volume <small>(≥ 325,850 gal)</small>	<input type="checkbox"/> PUD <small>(All Categories)</small>	<input type="checkbox"/> Dechlorination <small>(diffusers, chemicals, etc.)</small>	<u>Reused</u> <small>(if any)</small>				
Time:	<input type="checkbox"/> Well Dev/Rehab <small>(Not Typical)</small>	<input type="checkbox"/> Water Board <small>(Large Volume Only)</small>	<input type="checkbox"/> Inlet Protection		<u>Turbidity</u>	NTU		20 NTU= Exceedance 225 NTU= Exceedance for Ocean
Date:	<input type="checkbox"/> Small Volume/Other <small>(No Sampling Required)</small>	<input type="checkbox"/> County <small>(≥100,000 gal & within ¼ mile of ocean/bay; or if enters the County's MS4)</small>	<input type="checkbox"/> Erosion Controls		<u>pH</u>	Unit		Range 6.5 to 8.5
Time:			<input type="checkbox"/> Sediment Controls					
Event #2								
Discharge Location ¹	Category ² (Select one)	Notification ³ (Select all that apply)	BMPs in Place ⁴ (Select all that apply)	Volume ⁵ (gal)	Sampling ⁶ (take samples at 10 mins, 50-60 mins & last 10 mins)		Notes Report exceedance to RE & complete page 2 of 2	
					Measure	Unit		Time
<u>Inlet Location</u>	<input type="checkbox"/> Superchlorinated <small>(Chlorine added for disinfection)</small>	<input type="checkbox"/> TSW <small>(All Categories)</small>	<input type="checkbox"/> Sweep flow path <small>(gutter, street, etc.)</small>	<u>Total</u>	<u>Chlorine</u>	mg/L		0.1 mg/L= Exceedance
Date:	<input type="checkbox"/> Large Volume <small>(≥ 325,850 gal)</small>	<input type="checkbox"/> PUD <small>(All Categories)</small>	<input type="checkbox"/> Dechlorination <small>(diffusers, chemicals, etc.)</small>	<u>Reused</u> <small>(if any)</small>				
Time:	<input type="checkbox"/> Well Dev/Rehab <small>(Not Typical)</small>	<input type="checkbox"/> Water Board <small>(Large Volume Only)</small>	<input type="checkbox"/> Inlet Protection		<u>Turbidity</u>	NTU		20 NTU= Exceedance 225 NTU= Exceedance for Ocean
Date:	<input type="checkbox"/> Small Volume/Other <small>(No Sampling Required)</small>	<input type="checkbox"/> County <small>(≥100,000 gal & within ¼ mile of ocean/bay; or if enters the County's MS4)</small>	<input type="checkbox"/> Erosion Controls		<u>pH</u>	Unit		Range 6.5 to 8.5
Time:			<input type="checkbox"/> Sediment Controls					

Submit completed Form to RE

Instructional Notes found on the Page 2 of 2

PAGE 1 OF 2

Engineering & Capital Projects Department

Construction Management & Field Services Division

Balboa Park Pipeline Replacement Phase II Appendix H - Drinking Water Discharge Monitoring Form

Version 4

128 | Page

Receiving Water Monitoring

(Complete only if limits exceed on Page 1 of 2)

Event #1	
1) Go to the location where the discharge enters the receiving water.	
<input type="checkbox"/> Accessible	<input type="checkbox"/> Unable to Determine <input type="checkbox"/> No Safe Access
2) If accessible, take photos and complete the visual monitoring below. If unable to determine, stop here. If no safe access, stop here.	
3) Visual Monitoring: Is the discharge into the receiving water...	
...causing erosion	<input type="checkbox"/> Yes <input type="checkbox"/> No
...carrying floating or suspended matter	<input type="checkbox"/> Yes <input type="checkbox"/> No
...causing discoloration	<input type="checkbox"/> Yes <input type="checkbox"/> No
...causing and impact to the aquatic life present	<input type="checkbox"/> Yes <input type="checkbox"/> No
...observed with visible film	<input type="checkbox"/> Yes <input type="checkbox"/> No
...observed with an sheen or coating	<input type="checkbox"/> Yes <input type="checkbox"/> No
...causing potential nuisance conditions	<input type="checkbox"/> Yes <input type="checkbox"/> No
3) If all answers are NO, stop here.	
4) If any answers are YES, Notify the RE immediately for further action	

Event #2	
1) Go to the location where the discharge enters the receiving water.	
<input type="checkbox"/> Accessible	<input type="checkbox"/> Unable to Determine <input type="checkbox"/> No Safe Access
2) If accessible, take photos and complete the visual monitoring below. If unable to determine, stop here. If no safe access, stop here.	
3) Visual Monitoring: Is the discharge into the receiving water...	
...causing erosion	<input type="checkbox"/> Yes <input type="checkbox"/> No
...carrying floating or suspended matter	<input type="checkbox"/> Yes <input type="checkbox"/> No
...causing discoloration	<input type="checkbox"/> Yes <input type="checkbox"/> No
...causing and impact to the aquatic life present	<input type="checkbox"/> Yes <input type="checkbox"/> No
...observed with visible film	<input type="checkbox"/> Yes <input type="checkbox"/> No
...observed with an sheen or coating	<input type="checkbox"/> Yes <input type="checkbox"/> No
...causing potential nuisance conditions	<input type="checkbox"/> Yes <input type="checkbox"/> No
3) If all answers are NO, stop here.	
4) If any answers are YES, Notify the RE immediately for further action	

Instructional Notes

- 1) Log the location of the inlet or discharge point. For example: Albatross St & 5th Av. Log the start date and time and the end date and time of the discharge.
- 2) Log the discharge category. "Superchlorinated" are discharges where additional chlorine is added in order to adequately disinfect and sanitize drinking water system facilities. This does NOT include potable water containing residual chlorine from the water treatment process. "Large Volume" discharges are greater than 325,850 gallons of total volume for one event. "Well Dev/Rehab" are discharges of potable ground water from a well. This is not typical. If none of these categories apply, then select "Small Volume/Other."
- 3) Notifications of the location, date, time, category, and estimated volume of discharge must be made to the contacts and per the requirements below:

Contact	When to Notify	Email
TSW	3 days prior to all discharges	SWPPP@SanDiego.gov
PUD	3 days prior to all discharges	CompReports@SanDiego.gov Rdavenport@SanDiego.gov
San Diego Water Board	3 days prior to Large Volume discharges	SanDiego@WaterBoards.ca.gov Ben.Neill@WaterBoards.ca.gov
County of San Diego	3 days prior if 100,000 gal and within 1/4 mile of ocean/bay	DEH: Joseph.Palmer@SDCounty.ca.gov Dominique.Edwards@SDCounty.ca.gov
	3 days prior if enter county MSA or unincorporated County	WPP: Nicholas.DeValle@SDCounty.ca.gov LUEG.Watersheds@sdcountry.ca.gov

- 4) At a minimum, sweep gutters prior to starting discharge and use dechlorination BMPs. The contractor and RE must monitor and determine if BMPs need to be removed or modified. For example if inlet protection is causing flooding at a storm drain inlet, contractor may elect to remove BMPs. Document any modification to BMPs in the notes
- 5) Total volume must be logged for all discharges. If discharge water is reused for other purposes such as watering a golf course, log that volume under "Reused"
- 6) Sampling is required for categories per the following table:

Category	Measure	Sample Frequency
Superchlorinated	Chlorine, Turbidity, pH	first 10 min, 50-60 min, last 10 min
Large Volume	Chlorine Turbidity	first 10 min, 50-60 min, last 10 min
Well Dev/Rehab	Chlorine Turbidity	first 10 min, 50-60 min, last 10 min
Small Volume/Other	None required	N/A

7) Effluent limitations must be monitored not to exceed per the following table:

Measure	Method	Limit
Chlorine	Field Measure	0.10 mg/L-CI
Turbidity	Visual Estimate	20 NTU for inland waters
		225 NTU for ocean
		100 NTU for wells
pH	Field Measure	6.5 - 8.5

APPENDIX I

REHAB DATA COLLECTION – SEWER MAINS SAMPLE DATA TEMPLATE

APPENDIX J
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 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

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 K
SAMPLE OF PUBLIC NOTICE



CONSTRUCTION NOTICE

PROJECT TITLE

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

The work will consist of:

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

How your neighborhood may be impacted:

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

Hours and Days of Operation:

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

City of San Diego Contractor:

Company Name, XXX-XXX-XXXX



CONSTRUCTION NOTICE

PROJECT TITLE

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

The work will consist of:

- Saw-cutting and trench work on Ingulf Street from Morena Boulevard to Galveston Street to install new water mains, water laterals and fire hydrants.
• 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

APPENDIX L

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



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



Network Devices, see Photo 3:

Photo 3



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

Photo 4



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

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

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

Photo 5

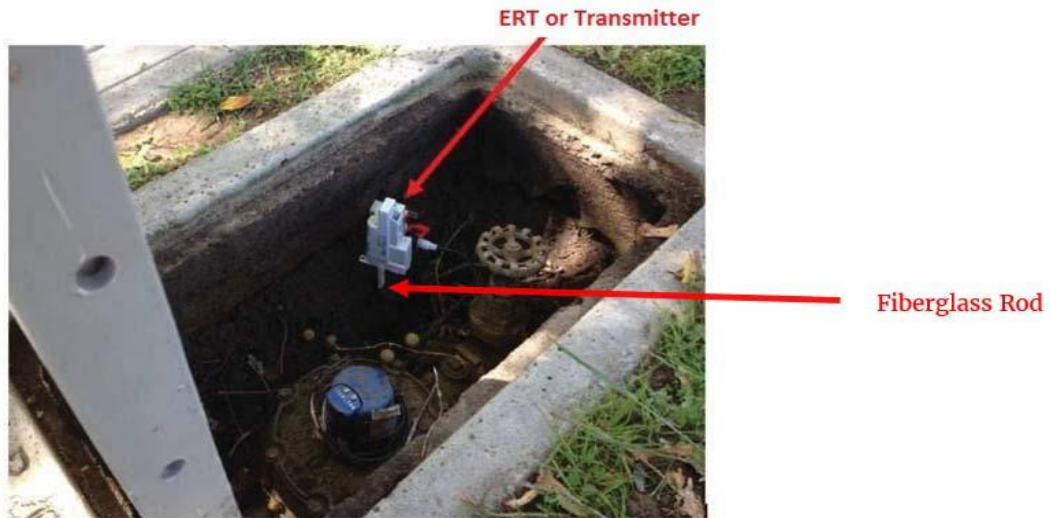


Photo 6 below is an example of disturbance that shall be avoided:

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.

APPENDIX M
BALBOA PARK ANNUAL EVENTS

Balboa Park Annual Events					
Event Name	Location/Venue	Attendance	Set up day times	Day of Event times	Load out day times
Art Mart	Pan American Lawn	200+	same as DOE	2nd and 4th weekends of the month *every weekend in July-August 9am-4pm	same as DOE
HPR Lawn Program	International Lawn	200+	same as DOE	Jan-Dec. Every Saturday/Sunday 9am-4pm	same as DOE
Sunday Concerts	Spreckels Organ Pavilion	2000	same as DOE	Jan-Dec. Every Sunday 2pm-4pm	
Human Trafficking Awareness Rally	6th & Laurel Lawn North	300	same as DOE	3rd Saturday of January 10am-3:30pm	same as DOE
Pro Life Rally	6th & Laurel Lawn North	300	same as DOE	4th Saturday of January 8am-1:30pm	same as DOE
Martin Luther King Breakfast	Balboa Park Activity Center	1,500	Sunday before event 12pm	MLK Day 10am-12pm	same as DOE
Used Oil Recycling	Inspiration Point Parking Lot-Lower	500	same as DOE	3rd Saturday of February	same as DOE
Citywide Youth Basketball Tournament	Municipal Gymnasium	1,500	Day of event	March 8-9, 2019	same as DOE
Thursday Club Rummage Sale	Balboa Park Activity Center	2500	Saturday before event with 1 week of move in	March 9-10, 2019	Monday after event
Annual Youth Fitness Expo	Spreckels Organ Pavilion	2,000	Day of event	Saturday, March 16, 2019 10am-5pm	same as DOE
St. Patricks Day Festival/Parade	6th & Laurel Lawn North to Quince South Lawn and Marston Loop used for parade staging	25,000	Friday before 7am	Saturday before or on 3/17 9am-6pm	Completed on Sunday by noon

Cherry Blossom Festival	Spreckels Organ Pavilion/Japanese Friendship Garden	10,000	Day of event	March 22-24, 2019	same as DOE
Hot Chocolate 15/5K	Golden Hill Park *Road closures on Pershing	3000	same as DOE	4th Sunday of March 5am-10am	same as DOE
Round Dance Festival	Federal Parking Lot North, Balboa Park Club, Recital Hall	1000	Last Friday of the March	Last Weekend of March Fri-Sun	Sunday
Tartan Day	International Lawn	250	same as DOE @ 8am	1st Saturday of April 10am-4pm	same as DOE clear by 6pm
San Diego Race for Autism	6th & Laurel South Lawn	7,000	Friday before 12pm	April 6, 2019 Race starts at 8am	same as DOE clear by 2pm
Spring Food Truck Festival	El Prado/Plaza de Panama	2,500	same as DOE	April 15-19, 2019 4pm-8:30pm	same as DOE
San Diego Earth Day	Central Mesa	60,000	Friday before 7am	4th Sunday of April 10am-5pm	same as DOE clear by 10pm
Multi-Cultural Earth Day	Cultural Turf East	1,000	Day before 7am	4th Sunday of April 12pm-7pm	same as DOE clear by 10pm
March for Babies	6th & Laurel Lawn South	7,500	Friday before 9am	Last Saturday of April Walk starts @ 8am	same as DOE clear by noon
Student Shakespeare Festival	El Prado	1,000	same as DOE	Last Saturday of April @ 12pm	same as DOE
SD Mineral & Gem Picnic	Park & President's Way Lawn	250	same as DOE @ 7am	Last Saturday of April 9am-4pm	same as DOE clear by 5pm
Art Alive	Plaza de Panama	1,200	same as DOE	Last Friday of April 7pm- midnight	Immediately after the event
Balboa Park Pow Wow	Park & President's Way Lawn	1,100	same as DOE @ 6am	Same weekend as Mother's Day in May Sat-Sun 10am-6pm	same as DOE clear by 7pm
Tacotopia	Golden Hill Park	7,000	Friday before 8am	11-May-19	same as DOE clear by 8pm

San Diego City College Graduation	Spreckels Organ Pavilion	500-1000 rehearsals 2400 graduation days	Day of event	May 23-24, 2019	day of event
Ethnic Food Fair	Palisades/Pan American/HPR/International Lawns	1,000	Saturday before @ 12pm	Last Sunday of May 10am-6pm	same as DOE clear by 10pm
Food Truck Friday	El Prado/Plaza de Panama	2,500	same as DOE	Every Friday May 31st-September 27th 4pm-8:30pm	same as DOE
*High School Graduations	Spreckels Organ Pavilion	2,400	Day of event	Every week in June	day of event
Civic Dance Recital BBQ	Botanical Lawn West	200	same as DOE @ noon	1st 3 weekends in June 12pm-7pm	same as DOE clear by 7pm
Rock & Roll 5K	6th & Laurel Lawn North to Quince	5000	Friday before @ 8am	1st Saturday of June 7am	Load in stays up for Marathon the next day
Rock & Roll Marathon	6th & Laurel Lawn North to Quince	35,000	Saturday before @ 8am	1st Sunday of June @ 6am	Same as DOE clear by 3pm
Philippine Cultural Arts Festival	Park & President's Way Lawn	2,000	same as DOE	Last weekend of June 10am-5pm	same as DOE clear by 11am
Spreckels Organ Society International Organ Festival	Spreckels Organ Pavilion	3,500	same as DOE	3rd Monday of June- 1st Monday of September 7-8:30pm	same as DOE
Twilight Concerts in the Park Concerts	Spreckels Organ Pavilion	3,500	same as DOE	Every Tuesday, Wednesday and Thursday from June 18th-August 29th, 2019 6:15-7:15pm	same as DOE
Patrons of the Prado	Spreckels Organ Pavilion	400	Friday before 12pm	2nd Saturday of July 6pm-midnight	Sunday by 9am
ESRI	Bea Evenson Fountain/Cascades/El Prado/Patio B/Botanical Lawns East and West	10,000	Wednesday 7pm day before	2nd Thursday of July 5-10pm	same as DOE by midnight

SD Pride Festival	6th Ave & Laurel Lawn South through Marston Loop	60,000	Wednesday before event	3rd weekend of July times vary for Friday, Saturday and Sunday event times	Clear by Monday evening
SD Pride Parade & 5K	6th & Quince/Balboa Drive	8,000	Day of event	3rd Saturday of July 5am-11am	same day DOE
Screen on the Green	Botanical Lawns	500	Day of event 2pm	Every Thursday evening in August dusk to 10pm	same day DOE clear by 12am
BP 8 Miler	Palisades Parking Lot/Cabrillo Bridge/Balboa Drive/6th Ave/Village Place/Upas	3000	same as DOE 3am	1st Saturday of August 6:45am-9:30am	same as DOE
Spirit of '45	Veteran's Memorial Garden	900	same as DOE 7am	2nd Sunday of August 10am-3pm	same as DOE clear by 6pm
America's Finest City Half Marathon & 5K	Park & President's Way Lawn/Palisades Lot/Cabrillo Bridge	8000	Saturday before 8am	3rd Sunday of August 6:30am-10:30am	same as DOE clear by 2pm
BP 4 Miler	6th & Quince	250	same as DOE 5:30am	Saturday, August 31, 2019 7am-9:30am	same as DOE clear by 10am
Walk in Remembrance of Hope	6th & Laurel South Lawn	1500	Saturday before 1pm	September 8, 2019 8-10:30am	same as DOE clear by 11am
Heart Walk	6th & Laurel South Lawn	10000	Friday before 8:30am	3rd Saturday of September 6-11am	same as DOE clear by 2:30pm
Bunnyfest	Park & President's Way Lawn	500	same as DOE 7am	9/29/19 10am-4pm	same as DOE clear by 6pm
Aids Walk	Village Place/El Prado/Cabrillo Bridge	6000	same as DOE 5:30am	4th Saturday of September 7-9:30am	same as DOE clear by 11am
Maker Faire	Bea Evenson/El Prado/Botanical Lawns/Plaza de Panama/Palisades South Lot	2000	varies at different venues but mainly Friday before at 7am	1st Saturday/Sunday of October 10am-6pm	Sunday by midnight
Diwali Festival	Spreckels Organ Pavilion/Organ Pavilion Lot	2400	same as DOE 2pm	3rd Saturday of October 3-9pm	same as DOE clear by 10pm

Alzheimer's Walk	Park & President's Way Lawn	3500	Friday before 7am	3rd Saturday of October 6:30am-11am	same as DOE clear by 3pm
Making Strides Against Breast Cancer	6th & Laurel South Lawn/Cabrillo Bridge/Park Blvd	20000	Saturday before 10am	3rd Sunday of October 7am-2pm	same as DOE clear by 4pm
Halloween Family Day	El Prado/Cascades/Plaza de Panama	12000	same as DOE 9am	Saturday before or day of Halloween 11am-4pm	same as DOE clear by 5pm
Fiesta de la Cuadrilla	Balboa Park Club/Municipal Gymnasium/Recital Hall/Federal Bldg. Parking Lot	1500	same as DOE	1st full weekend of November (Friday-Sunday)	Sunday of event weekend
Art San Diego	Balboa Park Activity Center	1000 each day	Monday before event	November 3-6, 2016	Monday after event
Race for the Cure	6th & Laurel North Lawn	15000	Saturday before 8am	1st Sunday of November 7am-11am	same as DOE clear by 3pm
JDRF One Walk	6th & Laurel North Lawn	3500	Friday before 8am	2nd Saturday of November 8am-12pm	same as DOE clear by 4pm
Father Joe's Thanksgiving Day 5K	Spreckels Organ Pavilion/Plaza de Panama/Cabrillo Bridge/Village Place/El Prado	7500	Wednesday before 6am	Thanksgiving Day 6:30am-11am	same as DOE clear by 1pm
December Nights	Entire Park	30000	Monday before	1st Friday and Saturday of December 3-11pm/12-11pm	Clear by Sunday 3pm

ATTACHMENT F

RESERVED

ATTACHMENT G
CONTRACT AGREEMENT

CONTRACT AGREEMENT

CONSTRUCTION CONTRACT

This Phase-Funded contract is made and entered into between THE CITY OF SAN DIEGO, a municipal corporation, herein called "City", and **Ortiz Corporation**, herein called "Contractor" for construction of **Balboa Park Pipeline Replacement Phase II**; Bid No. **K-21-1992-DBB-3**; in the total amount **Six Million Five Hundred Fifteen Thousand Eight Hundred Seventy Seven Dollars and Seventy Cents (\$6,515,877.70)**, which is comprised of the Base Bid, consisting of an amount not to exceed **\$3,225,585.85** for **Phase 1**, **\$1,932,810.65** for **Phase 2**, and **\$1,357,481.20** for **Phase 3**.

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) Phased Funding Agreement.
 - (e) That certain documents entitled **Balboa Park Pipeline Replacement Phase II**, on file in the office of Engineering & Capital Projects Department as Document No. **B-17140**, **B-17133**, 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 **Balboa Park Pipeline Replacement Phase II**, Bid Number **K-21-1992-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 (See WHITEBOOK, Section 7-3.10, Phased Funding Compensation).
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.

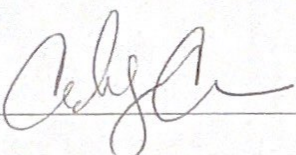
CONTRACT AGREEMENT (continued)

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

THE CITY OF SAN DIEGO

APPROVED AS TO FORM

Mara W. Elliott, City Attorney

By 

By 

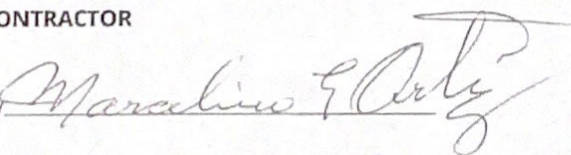
Print Name: Cindy Crocker
Acting Deputy Director
Engineering & Capital Projects

Print Name: Bonny Hsu
Deputy City Attorney

Date: June 3, 2021

Date: 6/3/21

CONTRACTOR

By 

Print Name: Marcelino E. Ortiz

Title: President

Date: May 4, 2021

City of San Diego License No.: B1996008117

State Contractor's License No.: 602454

DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) REGISTRATION NUMBER: 1000001045

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.

CONTRACTOR CERTIFICATION

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.

CONTRACTOR CERTIFICATION

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 CERTIFICATION

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.

CONTRACTOR CERTIFICATION

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.

CONTRACTOR CERTIFICATION

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 executed a contract with the City of San Diego, a municipal corporation, for:

Balboa Park Pipeline Replacement Phase II

(Project Title)

as particularly described in said contract and identified as Bid No. **K-21-1992-DBB-3**, SAP No. (WBS) **B-17140, B-17133**; and **WHEREAS**, the specification of said contract requires the Contractor to affirm that "all brush, trash, debris, and surplus materials resulting from this project have been disposed of in a legal manner"; and **WHEREAS**, said contract has been completed and all surplus materials disposed of:

NOW, THEREFORE, in consideration of the final payment by the City of San Diego to said Contractor under the terms of said contract, the undersigned Contractor, does hereby affirm that all surplus materials as described in said contract have been disposed of at the following location(s)

and that they have been disposed of according to all applicable laws and regulations.

Dated this _____ DAY OF _____, _____.

By: _____

Contractor

ATTEST:

State of _____ County of _____

On this _____ DAY OF _____, 2____, before the undersigned, a Notary Public in and for said County and State, duly commissioned and sworn, personally appeared _____ known to me to be the _____ Contractor named in the foregoing Release, and whose name is subscribed thereto, and acknowledged to me that said Contractor executed the said Release.

Notary Public in and for said 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 CERTIFIED®	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 the following and shall include a valid proof of certification (except for OBE, SLBE and ELBE):

- Certified Minority Business Enterprise
- Certified Disadvantaged Business Enterprise
- Other Business Enterprise
- Certified Small Local Business Enterprise
- Woman-Owned Small Business
- Service-Disabled Veteran Owned Small Business
- MBE
- DBE
- OBE
- SLBE
- WoSB
- SDVOSB
- WBE
- DVBE
- ELBE
- SDB
- HUBZone

② As appropriate, Bidder shall indicate if Subcontractor is certified by:

- City of San Diego
- California Public Utilities Commission
- State of California's Department of General Services
- State of California
- CITY
- CPUC
- CADoGS
- CA
- State of California Department of Transportation
- City of Los Angeles
- U.S. Small Business Administration
- CALTRANS
- LA
- 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 SDVOSB ^①	WHERE CERTIFIED ^②
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____						
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____						

^① As appropriate, Bidder shall identify Vendor/Supplier as one of the following and shall include 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 Vendor/Supplier is certified by:

- | | | | |
|--|--------|--|----------|
| City of San Diego | CITY | State of California Department of Transportation | CALTRANS |
| California Public Utilities Commission | CPUC | City of Los Angeles | LA |
| State of California's Department of General Services | CADoGS | U.S. Small Business Administration | SBA |
| State of California | CA | | |

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

ELECTRONICALLY SUBMITTED FORMS

FAILURE TO FULLY COMPLETE 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 FOR PRIME CONTRACTOR**
- E. **DEBARMENT AND SUSPENSION CERTIFICATION FOR SUBCONTRACTORS, SUPPLIERS AND MANUFACTURERS**
- F. **Contractor's Experience and Past Project Documentation. See SSP and 2018 WB, Section 500-2.1, "Initial Submittals" subitem 1a)**
- G. **Manufacturer Authorized Installer Certification. See SSP and 2018 WB, Section 500-2.1, "Initial Submittals" subitem 1b)**

BID BOND

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

KNOW ALL MEN BY THESE PRESENTS,

That Ortiz Corporation as Principal,
and SureTec Insurance Company as Surety, are held
and firmly bound unto The City of San Diego hereinafter called "OWNER," in the sum
of 10% OF THE 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

Balboa Park Pipeline Replacement Phase II, K-21-1992-DBB-3

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 14th day of January, 2021

Ortiz Corporation (SEAL)

SureTec Insurance Company (SEAL)

(Principal)

(Surety)

By: *Marcelino E Ortiz*

By: *Bart Stewart*

(Signature)

Bart Stewart- Attorney-in-Fact
(Signature)

(SEAL AND NOTARIAL ACKNOWLEDGEMENT OF SURETY)

SureTec Insurance Company

LIMITED POWER OF ATTORNEY

Know All Men by These Presents, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

Bart Stewart

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for, providing the bond penalty does not exceed

Five Million and 00/100 Dollars (\$5,000,000.00)

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. (Adopted at a meeting held on 20th of April, 1999.)

In Witness Whereof, SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 12th day of August A.D. 2020 .

SURETEC INSURANCE COMPANY


By: 
Michael C. Keimig, President



State of Texas ss:
County of Harris

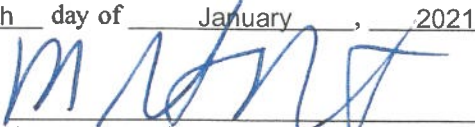
On this 12th day of August A.D. 2020 before me personally came Michael C. Keimig, to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.




Tanya Sneed, Notary Public
My commission expires March 30, 2023

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this 14th day of January, 2021, A.D.


M. Brent Beaty, Assistant Secretary

ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

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

State of California }

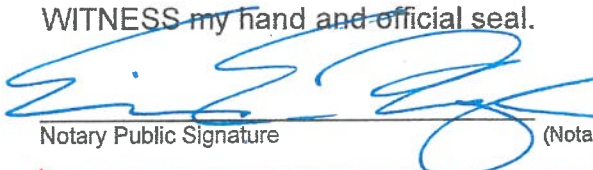
County of San Diego }

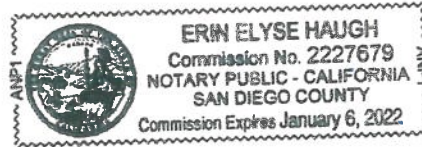
On 01/14/2021 before me, Erin Elyse Haugh, Notary Public
(Here insert name and title of the officer)

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

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

WITNESS my hand and official seal.


Notary Public Signature (Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

CAPACITY CLAIMED BY THE SIGNER

- Individual (s)
- Corporate Officer
- _____ (Title)
- Partner(s)
- Attorney-in-Fact
- Trustee(s)
- Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/they- is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

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 BOX 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 Name: Ortiz Corporation

Certified By Jose Ortiz Title Operations Manager / Estimator

 Name _____ Date 2/16/21
Signature

USE ADDITIONAL FORMS AS NECESSARY

Mandatory Disclosure of Business Interests Form

BIDDER/PROPOSER INFORMATION

Legal Name		DBA	
Ortiz Corporation			
Street Address	City	State	Zip
2000 McKinley Ave	Nat. City	Ca	91950
Contact Person, Title		Phone	Fax
Jose Ortiz		619-434-7925	619-434-7931

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
Jose Ortiz	Operations Manager / Estimator
City and State of Residence	Employer (if different than Bidder/Proposer)
National City Ca	
Interest in the transaction	
0% Estimator	

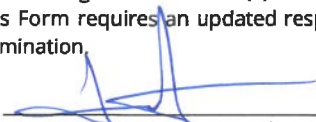
Name	Title/Position
Teresa & Marcelino Ortiz	Secretary & President
City and State of Residence	Employer (if different than Bidder/Proposer)
Chula Vista Ca	
Interest in the transaction	
50% Teresa Ortiz	50% Marcelino Ortiz

*** 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.

Jose Ortiz, Estimator

Print Name, Title



Signature

2/16/21

Date

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

DEBARMENT AND SUSPENSION CERTIFICATION

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:

Table with 2 columns: NAME and TITLE. Handwritten entries include Marcelino Ortiz (President), Teresa Ortiz (Secretary), and Aida Baughart (Vice President).

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

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

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

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

Empty rectangular box for listing exceptions to the certification.

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: Ortiz Corporation

Certified By: Jose Ortiz Title: Operations Manager/Estimator

Signature: [Handwritten Signature] Date: 2/16/21

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 subcontractor, supplier, and/or manufacturer:

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE
Stewart Sweetz & Ingwance	
Bart Stewart	CEO

SUBCONTRACTOR SUPPLIER MANUFACTURER


NAME	TITLE
Cross Construction	
Gregory Dracos	CEO

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE
Red Tail Research & Monitoring	
Clinton Linton	CEO

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE
Southwest Signal	
James Cress	CEO

Contractor Name: Optiz Corporation
 Certified By: Jose Ortiz Title: Operations Manager/Estimator
 Signature:  Name: _____ Date: 3/11/2021
 Signature

*USE ADDITIONAL FORMS AS NECESSARY**

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 subcontractor, supplier, and/or manufacturer:

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE
Frank & Son Paving	
Alicia Vasquez	CEO

SUBCONTRACTOR SUPPLIER MANUFACTURER


NAME	TITLE
Roy Allan Slurry	
Wyatt Allan	CEO

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE
McGrath Consulting	
Michael McGrath	CEO

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE
Affordable Drain Service	
Craig Post	CEO

Contractor Name: Ontiz Corporation
 Certified By: Jose Ontiz Title: Operations Manager / Estimator
 Name: _____ Date: 3/11/2021
 Signature:  _____

*USE ADDITIONAL FORMS AS NECESSARY**

**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 subcontractor, supplier, and/or manufacturer:

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE
Code 3 Media	
Chris Mangnet	Owner
Melissa Mangnet	Owner

SUBCONTRACTOR SUPPLIER MANUFACTURER

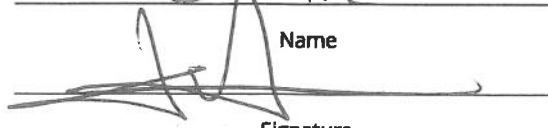
NAME	TITLE
Oldcastle Precast	
Simon Bates	CEO

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE
Southwest Pipeline & Trunklines	
Justin Duchaineau	CEO
Robert Bolger	Secretary

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE
Statewide Stripes	
Jason McEweney	CEO

Contractor Name: Ortiz Corporation
 Certified By: Jose Ortiz Title: Operations Manager / Estimator
 Name: _____
 Signature:  Date: 3/11/2021

*USE ADDITIONAL FORMS AS NECESSARY**

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. SUPPLEMENTARY SPECIAL PROVISIONS

1. To Attachment E, Supplementary Special Provisions Appendices, Appendix A – Addendum to Mitigated Negative Declaration, page 96, Plan Sheet titled Balboa Park Pipeline Replacement Phase II, **DELETE** in its entirety and **SUBSTITUTE** with page 3 of 3 of this Addendum.

James Nagelvoort, Director
Engineering & Capital Projects Department

Dated: *January 25, 2021*
San Diego, California

JN/RP/BR

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. BIDDER'S QUESTIONS

- Q1. Does the city currently have the funding to complete this entire project? If not, how are contractors to understand what values of funding are available and When?
- A1. The construction contract will be phase funded per Attachment B Phase Funding Provisions, page 25.
- Q2. Will the "Normal Working" Hours be limited to 9pm to 5am as shown on the plans or 7pm to 7am as stated in the supplementary special provisions?
- A2. Normal working hours per SSP Section 1-2 are 7:00 AM to 5:00 PM and 7:00 PM and 7:00 AM as specified on the plans. The plan sheets C-02 through C-07 list night work hours as 9 pm to 5 am and plan sheets C-09 through C-12 and C-16 through C-18 lists night work hours 7pm to 7 am. Plan sheets that do not specify night work would be considered daytime work per SSP Section 1-2 with normal working hours as 7 am to 5 pm. See SSP Section 2-4 for coordination for specific locations.
- Q3. Will the City force work schedule be agreed to monthly/bi-weekly/weekly? As this work will impact the contractors schedule for cut overs.
- A3. The contractor is responsible for coordinating work with City Forces on an as-needed basis. See Whitebook Section 901-1.1 for coordinating work with City Forces.
- Q4. Most of the plan sheets call out for the contractor to work at night. However a few of the plan sheets are silent or have no call outs for night work. Please confirm that work on Village Place and in the Parking Lot adjacent to Village Place as shown on Sheets C-07, C-08 may be performed during daytime hours.
- A4. Plan sheets that do not specify night work would be considered daytime work per SSP Section 1-2 with normal working hours as 7 am to 5 pm. See SSP Section 2-4 for coordination for specific locations.

- Q5. Will the contractor be bound to use the traffic plan provided by the City in the bid documents or may the contractor modify or provide new plans to accommodate the contractor's means and methods.
- A5. Bid as is. Any proposed changes during construction shall be approved by the City, and all associated costs and delays shall be borne by you. Refer to Whitebook Section 2-6.1 Cost Reduction Proposal.
- Q6. Traffic plans TC-3 thru TC-15 show the work area confined to the inner southbound lane with one lane of traffic open southbound and two lanes of traffic northbound. We would also like to close the inner northbound lane to allow more room during construction for trucks and loading. This would still provide for one open southbound lane and one open northbound lane during construction, which will be performed at night when the flow of traffic is reduced.
- A6. Bid as is. Any proposed changes during construction shall be approved by the City, and all associated costs and delays shall be borne by you. Refer to Whitebook Section 2-6.1 Cost Reduction Proposal.
- Q7. Please advise of who the City's senior construction manager will be on this project during construction.
- A7. Specific City personnel is not part of the bidding documents or contractual requirements.
- Q8. We would like to request the bid date for this project be postponed a minimum of one week due to the magnitude of work and number of other projects currently bidding.
- A8. Bid opening will remain the same.

James Nagelvoort, Director
Engineering & Capital Projects Department

Dated: *February 9, 2021*
San Diego, California

JN/RP/BR

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.**

James Nagelvoort, Director
Engineering & Capital Projects Department

Dated: *February 16, 2021*
San Diego, California

JN/RP/BR/EGZ

ENGINEER OF WORK

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

Alexander Sleiman
For City Engineer

2/25/2021
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. BIDDER'S QUESTIONS

- Q1. A portion of the sewer on plan sheet 18 goes right thru the entrance area of the San Diego Zoo. There is approximately 2,500 SF of decorative colored concrete with salt finish that will need to be replaced. Currently there is a bid item for 400 SF of colored concrete which appears to be for the special curb ramp installation shown on sheet 25. There is no bid item to cover the large amount of decorative concrete shown on sheet 18.
- A1. "Remove and Replace Existing Sidewalk" is to be used for the replacement of the concrete sidewalk at the entrance of the San Diego Zoo. Colored concrete is not needed at this location as the San Diego Zoo will stain to match the color after construction. The color is to be standard. The replacement of the sidewalk is to match the existing finish per Note 4 on Sheet 18. "Remove and Replace Existing Colored Sidewalk" is to be used for the curb ramp on Village Place per note on Sheet 25.
- Q2. Typically, on group job projects with 16" water mains there is a bid item for "Thrust Blocks 16" and larger". That bid item is missing for this project and there will be many 16" thrust blocks. See revised SSP 306-15.1 and 306-15.10.
- A2. See revised SSP 306-15.1 and 306-15.10. This will be paid for under the "Water Main (16-Inch)" and "Water Main (16 Inch, CL 350/DR-14, No Joints)".
- Q3. Bid item #49 calls for 16" Gate Valves. A 16" Gate Valve is too tall and would stick out of the ground due to its height. 16" butterfly valves should be used instead, there is no bid item for butterfly valves.
- A3. See revised bid list. "Gate Valve (16 Inch)" has been removed and "Butterfly Valve (16 Inch)" has been added.
- Q4. Plan sheet 23 calls for schedule "J" pavement, what bid item will this be paid for under?

- A4. See revised SSP 303-5.10.2. This will be paid for per the associated "Curb Ramp (Type B) with Stainless Steel Detectable Warning Tiles", "Curb Ramp (Type A) with Stainless Steel Detectable Warning Tiles", "Curb Ramp (Dual) with Stainless Steel Detectable Warning Tiles", "Curb Ramp (Type C1) with Stainless Steel Detectable Warning Tiles", and "Curb Ramp (Type D) with Stainless Steel Detectable Warning Tiles".
- Q5. We downloaded and printed the most current SLBE list that was available from the City's website (10 days prior to bid day per GFE instructions) on Monday 2-1-21 at 11:30 am and sent our invitation to bid for Balboa Park Pipeline to all the subs in the NAICS codes that we were soliciting per that list. At that time the most current list available to download was date stamped 1-25-21 at 7:32:36 am. We have since gone online to the City's website and have seen that there is a new SLBE list that was uploaded at an unknown time and date with a date stamp of 2-1-21 at 7:31am. This list was not however on the City's website as of 11:30am on 2-1-21 when we printed our list. We're not sure when this list was uploaded and It is unclear which list should be used. The newer list is different. This list may have been uploaded on 2-1-21 at noon or at 4:59pm, or even the following day. There is no way of knowing, and there is no set time that new lists are posted and there is no cutoff time. It is an unreasonable expectation for the contractor to send an invitation to bid to all the required subs if we must wait until the end of the day on day 10, continuously checking for a new list to possibly be uploaded before we send out our invitation to bid. Please confirm which list is the correct list to be used for this project.
- A5. Since the bid due date has been extended, bidders are required to use the most current list which allows for at least 10 business days for solicitation.
- Q6. The plans do not call out any painted curb marking. Please advise where the painted curb marking are taking place.
- A6. See updated SSP 314-4.3.7. Painted curb markings are replacement of existing painted curb markings.
- Q7. How can the striping subcontractor differentiate from bid item #64 & #65? There is often discrepancies where their quantities are being applied/billed to.
- 64 237310 Removal and Replacement of Existing Paint Striping
LS 1 314-4.3.7.

65 237310 Painted Traffic Stripes and Painted Curb Markings LF 28000
314-4.3.7.

- A7. See revised bid list. "Painted Traffic Stripes and Painted Curb Marking" has been removed and SSP 413-4.3.7 has been updated to include replacement of existing painted curb markings.

C. NOTICE INVITING BIDS

1. To Section 3, Estimated Construction Cost, page 6, **DELETE** in its entirety and **SUBSTITUTE** with the following:
3. **ESTIMATED CONSTRUCTION COST:** The City's estimated construction cost for this project is **\$7,967,000**.

D. SUPPLEMENTARY SPECIAL PROVISIONS

1. To Section 5, LEGAL RELATIONS AND RESPONSIBILITIES, **ADD** the following:

5-4.10 Architects and Engineers Professional Insurance (Errors and Omissions Insurance).

1. For Contracts with required engineering services (e.g., Design-Build, preparation of engineered Traffic Control Plans (TCP), and etc) by you, you shall keep or require all of your employees or Subcontractors, who provide professional engineering services under this contract, Professional Liability coverage with a limit of **\$1,000,000** per claim and **\$2,000,000** annual aggregate in full force and effect.
2. You shall ensure the following:
 - a) The policy retroactive date is on or before the date of commencement of the Project.
 - b) The policy will be maintained in force for a period of 3 years after completion of the Project or termination of this Contract, whichever occurs last. You agree that for the time period specified above, there will be no changes or endorsements to the policy that affect the specified coverage.

3. If professional engineering services are to be provided solely by the Subcontractor, you shall:
 - a) Certify this to the City in writing and
 - b) Agree in writing to require the Subcontractor to procure Professional Liability coverage in accordance with the requirements set forth above.
2. To Section 303, CONCRETE AND MASONRY CONSTRUCTION, Sub-section 303-5.10.2, Payment, page 65, **DELETE** in its entirety and **SUBSTITUTE** with the following:

303-5.10.2 Payment. To the "WHITEBOOK", Item 1, DELETE in its entirety and SUBSTITUTE with the following:

1. The payment for each curb ramp shall include transition areas, landings, DWTs, demolition and disposal of concrete panels, forming, relocating or raising items in conflict to grade on sidewalks or parkways that affect the curb ramps, protecting and preserving existing survey monuments and improvements, restoring asphalt or concrete pavement around edges of curb ramps, and all work shown on the plans in curb ramp sheets including but not limited to: replacing pavement, adjusting pull boxes, relocating pull boxes, relocating trash cans, relocating planters, regrading trail head, relocating pedestrian push buttons, relocating signs, installation of sidewalk, removal and construction of curb and gutter, removal of existing curb ramps and sidewalk associated with ramp construction and construction of curb, gutter, and sidewalks in place, as necessary to achieve ADA compliant grades (regardless of replacement limits shown on the plans) and construction staking complete in place as specified in the special provisions and as directed by the Engineer.

3. To Section 306, OPEN TRENCH CONDUIT CONSTRUCTION, **ADD** the following:

306-15.1 General. To the "WHITEBOOK", ADD the following:

- q) Thrust blocks and anchor blocks for all water mains including 16 inch.

306-15.10 Thrust Blocks and Anchor Blocks. To the "WHITEBOOK", items 1 and 2 DELETE in their entirety and SUBSTITUTE with the following:

1. Thrust blocks and anchor blocks, and all appurtenant Work, for water mains 16 inches (406.4 mm) and smaller shall be included in the Bid items for the water main Work.

4. To Section 314, TRAFFIC STRIPING, CURB AND PAVEMENT MARKINGS, AND PAVEMENT MARKERS, **ADD** the following:

314-4.3.7 Payment. To the "WHITEBOOK", item 1, DELETE in its entirety and SUBSTITUTE with the following:

1. The payment for the removal and replacement of existing traffic striping, pavement markings, painted curb markings, and pavement markers shall be included in the lump sum Bid item for "Removal and Replacement of Existing Paint Striping".

E. 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	237110	Gate Valve (16 Inch)	EA	8	306-15.5
Main Bid	<u>237110</u>	<u>Butterfly Valve (16 Inch)</u>	<u>EA</u>	<u>8</u>	<u>306-15.5</u>

Section	Item Code	Description	UoM	Quantity	Payment Reference
Main Bid	237310	Painted Traffic Stripes and Painted Curb Markings	LF	28000	314-4.3.7

James Nagelvoort, Director
Engineering & Capital Projects Department

Dated: *February 26, 2021*
San Diego, California

JN/RP/BR

Bid Results

Bidder Details

Vendor Name ORTIZ CORPORATION
 Address 2000 McKinley Av
 National City, California 91950
 United States
 Respondee Jose Ortiz
 Respondee Title Estimator
 Phone 619-434-7925
 Email joseo@ortizcorporation.com
 Vendor Type PQUAL, CADIR
 License # 602454
 CADIR 1000001045

Bid Detail

Bid Format Electronic
 Submitted 03/11/2021 1:54 PM (PST)
 Delivery Method
 Bid Responsive
 Bid Status Submitted
 Confirmation # 246055
 Ranking 0

Respondee Comment

Buyer Comment

Bond

eBond Contract ID

Attachments

File Title	File Name	File Type
Contractors Certification of Pending Actions.pdf	Contractors Certification of Pending Actions.pdf	General Attachments
Southwest Pipeline Authorized Installer Certificates.pdf	Southwest Pipeline Authorized Installer Certificates.pdf	General Attachments
Mandatory Disclosure of Business Interests.pdf	Mandatory Disclosure of Business Interests.pdf	General Attachments
Debarment & Suspension Certification - Prime.pdf	Debarment & Suspension Certification - Prime.pdf	General Attachments
Bid Bond.pdf	Bid Bond.pdf	Bid Bond
Contractor's Experience-Southwest[76014].pdf	Contractor's Experience-Southwest[76014].pdf	General Attachments
Debarment & Suspension Certification - Subcontractor.pdf	Debarment & Suspension Certification - Subcontractor.pdf	General Attachments

Subcontractors

Showing 12 of undefined Subcontractors

Name & Address	Desc	License Num	CADIR	Amount	Type
Affordable Drain Service, Inc. 8340 Juniper Creek Lane San Diego, California 92126	Pipe Televising Constructor	790919	1000010965	\$10,080.00	CAU, MALE, ELBE, CADIR
CODE 3 Media 663 S Rancho Santa Fe Suite 177 San Marcos, California 92078	Precon Video Constructor	000000	1000055028	\$1,870.00	ELBE
CROSS CONSTRUCTION INCORP P O BOX 231077 ENCINITAS, California 92024	Concrete Flatwork Constructor	634254	1000576325	\$314,444.00	
Frank and Son Paving Inc 1019 3rd Ave Chula Vista, California 91911	Asphalt Overlay Constructor	612545	1000009502	\$1,188,213.00	
McGrath Consulting PO Box 2488 El Cajon, California 92021	WPCP Constructor	000000	1000037165	\$600.00	
ROY ALLAN SLURRY SEAL, INC 11922 BLOOMFIELD AVE SANTA FE SPRINGS, California 90	Slurry Seal Constructor	372798	1000001156	\$80,488.96	PQUAL, CADIR
Red Tail Environmental 328 State Place Escondido, California 92029	Archeo/Paleo/Native American Monitoring Constructor	0	1000031633	\$84,400.00	
Southwest Pipeline & Trenchless 22118 S Vermont Ave Torrance, California 90502	Pipe Rehab & Sewer Lateral Connections Constructor	773862	1000002176	\$33,192.00	
Southwest Signal 397 Raleigh Ave El Cajon, California 92020	Traffic Loops Constructor	451115	1000004265	\$12,350.00	
Statewide Stripes Inc. PO Box 600710 San Diego, California 92160	Striping Constructor	788286	1000001334	\$60,888.00	DBE
Stewart Surety & Insurance Service 755 Neptune Avenue Encinitas, California 92024	Bonds Supplier	000000	0000000000	\$47,000.00	ELBE
old castle precast inc 2020 goetz rd perris, California 92570	Manholes Constructor	891107	1000005884	\$21,880.00	

Line Items

Item #	Item Code	Section	Type	Item Description	UOM	QTY	Unit Price	Line Total	Response	Comment
1	524126	Main Bid		Bonds (Payment and Performance)	LS	1	\$48,505.00	\$48,505.00	Yes	
2	334290	Main Bid		Remote Control Camera Inspection (EOC Type II)	AL	1	\$19,100.00	\$19,100.00	Yes	
3	237110	Main Bid		Sewage Bypass and Pumping Plan (Diversion Plan)	LS	1	\$3,500.00	\$3,500.00	Yes	
4	541690	Main Bid		Archaeological and Native American Monitoring Program	LF	11241	\$6.50	\$73,066.50	Yes	
5	541690	Main Bid		Paleontological Monitoring Program	LF	38	\$70.00	\$2,660.00	Yes	
6	541690	Main Bid		Suspension of Work - Resources	DAY	5	\$1,300.00	\$6,500.00	Yes	
7	541690	Main Bid		Archaeological and Native American Mitigation and Curation (EOC Type I)	AL	1	\$10,000.00	\$10,000.00	Yes	
8	541690	Main Bid		Paleontological Mitigation and Excavation	CY	139	\$3.50	\$486.50	Yes	
9	237110	Main Bid		Mobilization	LS	1	\$99,900.00	\$99,900.00	Yes	
10		Main Bid		Field Orders (EOC Type II)	AL	1	\$498,050.00	\$498,050.00	Yes	
11	237310	Main Bid		Excavate and Export (Unclassified)	CY	214	\$65.00	\$13,910.00	Yes	
12	237310	Main Bid		Asphalt Pavement Repair	TON	678	\$245.00	\$166,110.00	Yes	
13	237310	Main Bid		Class 2 Aggregate Base	TON	416	\$65.00	\$27,040.00	Yes	
14	237310	Main Bid		Rubber Polymer Modified Slurry (RPMS) Type I	SF	55528	\$0.50	\$27,764.00	Yes	
15	237310	Main Bid		Rubber Polymer Modified Slurry (RPMS) Type II	SF	77488	\$0.50	\$38,744.00	Yes	
16	237310	Main Bid		Rubber Polymer Modified Slurry (RPMS) Type II	SF	21960	\$0.65	\$14,274.00	Yes	
17	237310	Main Bid		Pavement Restoration Adjacent to Trench	SF	12925	\$14.00	\$180,950.00	Yes	
18	237310	Main Bid		Asphalt Concrete Overlay	TON	9344	\$95.00	\$887,680.00	Yes	
19	237310	Main Bid		Bus Stop Pad	CY	134	\$650.00	\$87,100.00	Yes	
20	237310	Main Bid		Crack Seal	LB	500	\$15.00	\$7,500.00	Yes	
21	237310	Main Bid		Historical and Contractor Date Stamps and Impressions	EA	7	\$200.00	\$1,400.00	Yes	
22	237310	Main Bid		Remove and Replace Existing Sidewalk	SF	4050	\$12.00	\$48,600.00	Yes	
23	237310	Main Bid		Median Curb and Gutter (Type B - 2)	LF	85	\$52.00	\$4,420.00	Yes	
24	237310	Main Bid		Cross Gutter	SF	2854	\$23.00	\$65,642.00	Yes	
25	237310	Main Bid		Curb Ramp (Type B) with Stainless Steel Detectable Warning Tiles	EA	6	\$4,600.00	\$27,600.00	Yes	
26	237310	Main Bid		Curb Ramp (Type A) with Stainless Steel Detectable Warning Tiles	EA	5	\$4,000.00	\$20,000.00	Yes	
27	237310	Main Bid		Curb Ramp (Dual) with Stainless Steel Detectable Warning Tiles	EA	11	\$7,100.00	\$78,100.00	Yes	
28	237310	Main Bid		Curb Ramp (Type C1) with Stainless Steel Detectable Warning Tiles	EA	2	\$3,850.00	\$7,700.00	Yes	
29	237310	Main Bid		Curb Ramp (Type D) with Stainless Steel Detectable Warning Tiles	EA	1	\$3,800.00	\$3,800.00	Yes	
30	237310	Main Bid		Remove and Replace Existing Colored Sidewalk	SF	400	\$18.00	\$7,200.00	Yes	
31	237110	Main Bid		Phased Paving	EA	6	\$2,750.00	\$16,500.00	Yes	
32	237110	Main Bid		Removal or Abandonment of Existing Water Facilities	LF	4000	\$11.00	\$44,000.00	Yes	
33	237110	Main Bid		Abandon and Fill Existing Water Main Outside of the Trench Limit	LF	7115	\$14.00	\$99,610.00	Yes	
34	237110	Main Bid		Handling and Disposal of Non-friable Asbestos Material	LF	2657	\$12.00	\$31,884.00	Yes	
35	237110	Main Bid		4 - Inch or Larger Meter for Construction Flushing (EOC Type I)	AL	1	\$15,500.00	\$15,500.00	Yes	
36	237110	Main Bid		Water Main (16 - Inch)	LF	4893	\$196.50	\$961,474.50	Yes	
37	237110	Main Bid		Water Main (16 - Inch, CL 305 / DR - 14, No Joints)	LF	20	\$377.00	\$7,540.00	Yes	
38	237110	Main Bid		Water Main (12 - Inch)	LF	3971	\$153.00	\$607,563.00	Yes	
39	237110	Main Bid		Water Main (12 - Inch, CL 305 / DR - 14, No Joints)	LF	40	\$356.00	\$14,240.00	Yes	
40	237110	Main Bid		Water Main (10 - Inch)	LF	10	\$389.00	\$3,890.00	Yes	
41	237110	Main Bid		Water Main (8 - Inch)	LF	687	\$262.00	\$179,994.00	Yes	
42	237110	Main Bid		Water Main (6 - Inch)	LF	198	\$372.00	\$73,656.00	Yes	
43	237110	Main Bid		Water Main (4 - Inch)	LF	93	\$322.00	\$29,946.00	Yes	
44	237110	Main Bid		Sewer Main (8 - Inch)	LF	1310	\$265.00	\$347,150.00	Yes	
45	237110	Main Bid		Sewer Main (8 - Inch, SDR - 26)	LF	367	\$340.00	\$124,780.00	Yes	
46	237110	Main Bid		Gate Valve (6 - Inch)	EA	1	\$1,600.00	\$1,600.00	Yes	
47	237110	Main Bid		Gate Valve (8 - Inch)	EA	6	\$1,900.00	\$11,400.00	Yes	
48	237110	Main Bid		Gate Valve (12 - Inch)	EA	9	\$2,900.00	\$26,100.00	Yes	
49	237110	Main Bid		Butterfly Valve (16 Inch)	EA	8	\$5,600.00	\$44,800.00	Yes	
50	237110	Main Bid		Fire Hydrant Assembly and Marker (6 - Inch)	EA	24	\$13,000.00	\$312,000.00	Yes	

Item #	Item Code	Section	Type	Item Description	UOM	QTY	Unit Price	Line Total	Response	Comment
51	237110	Main Bid		Water Service (1 - Inch)	EA	13	\$6,000.00	\$78,000.00	Yes	
52	237110	Main Bid		Water Service (2 - Inch)	EA	7	\$8,400.00	\$58,800.00	Yes	
53	237110	Main Bid		Blow-Off Valve Assembly (2 - Inch)	EA	4	\$6,900.00	\$27,600.00	Yes	
54	237110	Main Bid		Blow-Off Valve Assembly (4 - Inch)	EA	4	\$9,500.00	\$38,000.00	Yes	
55	237110	Main Bid		Air and Vacuum (Air Release) Valve Assembly (1 - Inch, Class 900)	EA	6	\$6,900.00	\$41,400.00	Yes	
56	237310	Main Bid		Temporary Resurfacing	TON	500	\$130.00	\$65,000.00	Yes	
57	237110	Main Bid		Manhole (4 ft x 3 ft)	EA	8	\$7,100.00	\$56,800.00	Yes	
58	237110	Main Bid		Connection to Existing Manhole and Rechanneling	EA	2	\$3,450.00	\$6,900.00	Yes	
59	237110	Main Bid		Sewer Lateral and Cleanout (6 - Inch, Street)	EA	16	\$5,400.00	\$86,400.00	Yes	
60	237110	Main Bid		Sewer Main Cleanout	EA	3	\$3,540.00	\$10,620.00	Yes	
61	237110	Main Bid		Sewer Lateral Connection	EA	9	\$1,500.00	\$13,500.00	Yes	
62	237110	Main Bid		Cleaning and Video Inspection of Existing Pipelines and Culverts	LF	2073	\$3.00	\$6,219.00	Yes	
63	237110	Main Bid		Video Inspection of Pipelines and Culverts for Acceptance	LF	2373	\$2.00	\$4,746.00	Yes	
64	237310	Main Bid		Removal and Replacement of Existing Paint Striping	LS	1	\$47,000.00	\$47,000.00	Yes	
65	237310	Main Bid		Continental Crosswalks	SF	4960	\$2.80	\$13,888.00	Yes	
66	238990	Main Bid		Video Recording of Existing Conditions	LS	1	\$2,100.00	\$2,100.00	Yes	
67	237110	Main Bid		Potholing Existing Utilities Not Shown on Plans (Depth up to 7 feet)	EA	54	\$750.00	\$40,500.00	Yes	
68	237310	Main Bid		Adjust Existing Survey Monument to Grade	EA	1	\$800.00	\$800.00	Yes	
69	237310	Main Bid		Traffic Signal Loop and Appurtenance Replacement (Type E)	EA	26	\$550.00	\$14,300.00	Yes	
70	237310	Main Bid		Cold Milling Full Width	SF	498336	\$0.45	\$224,251.20	Yes	
71	237110	Main Bid		Rehabilitate Sewer Main (6 - Inch)	LF	396	\$53.00	\$20,988.00	Yes	
72	541330	Main Bid		Traffic Control and Working Drawings	LS	1	\$87,000.00	\$87,000.00	Yes	
73	237310	Main Bid		Pedestrian Barricade (Type A)	EA	1	\$950.00	\$950.00	Yes	
74	237310	Main Bid		Pedestrian Barricade (Balboa Park Standard per Sheet C - 25)	EA	2	\$2,000.00	\$4,000.00	Yes	
75	237110	Main Bid		Furnished Materials for Contractor High-line Work	LF	3427	\$2.50	\$8,567.50	Yes	
76	237110	Main Bid		Contractor Furnished Materials for City Forces Connection, Cut and Plug, and Cut-in Work for Mains 16 - Inch and Larger.	LS	1	\$4,800.00	\$4,800.00	Yes	
77	237110	Main Bid		High-lining Installation by the Contractor	LF	3427	\$12.00	\$41,124.00	Yes	
78	237110	Main Bid		High-lining Removed by the Contractor	LF	3427	\$3.50	\$11,994.50	Yes	
79	237110	Main Bid		Cut and Plug by Contractor	EA	6	\$3,950.00	\$23,700.00	Yes	
80	237110	Main Bid		Connections to The Existing System by Contractor (16 - Inch)	EA	2	\$12,000.00	\$24,000.00	Yes	
81	541330	Main Bid		WPCP Development	LS	1	\$1,000.00	\$1,000.00	Yes	
82	237310	Main Bid		WPCP Implementation	LS	1	\$20,000.00	\$20,000.00	Yes	

Line Item Subtotals

Section Title	Line Total
Main Bid	\$6,515,877.70
Grand Total	\$6,515,877.70

Line Totals (Unit Price * Quantity)								
Item Num	Section	Item Code	Description	Reference	Unit of Measure	Quantity	ORTIZ CORPORATION - Unit Price	ORTIZ CORPORATION - Line Total
1	Main Bid	524126	Bonds (Payment and Performance)	1-7.2.1	LS	1	\$48,505.00	\$48,505.00
2	Main Bid	334290	Remote Control Camera Inspection (EOC Type II)	3-5.1.6	AL	1	\$19,100.00	\$19,100.00
3	Main Bid	237110	Sewage Bypass and Pumping Plan (Diversion Plan)	3-12.5.4	LS	1	\$3,500.00	\$3,500.00
4	Main Bid	541690	Archaeological and Native American Monitoring Program	6-6.2.1.1	LF	11241	\$6.50	\$73,066.50
5	Main Bid	541690	Paleontological Monitoring Program	6-6.2.2.1	LF	38	\$70.00	\$2,660.00
6	Main Bid	541690	Suspension of Work - Resources	6-6.2.1.1 OR 6-6.2.2.1	DAY	5	\$1,300.00	\$6,500.00
7	Main Bid	541690	Archaeological and Native American Mitigation and Curation (EOC Type I)	6-6.2.3.1	AL	1	\$10,000.00	\$10,000.00
8	Main Bid	541690	Paleontological Mitigation and Excavation	6-6.2.4.1	CY	139	\$3.50	\$486.50
9	Main Bid	237110	Mobilization	7-3.4.1	LS	1	\$99,900.00	\$99,900.00

10	Main Bid		Field Orders (EOC Type II)	7-3.9	AL	1	\$498,050.00	\$498,050.00
11	Main Bid	237310	Excavate and Export (Unclassified)	300-2.9	CY	214	\$65.00	\$13,910.00
12	Main Bid	237310	Asphalt Pavement Repair	301-1.7	TON	678	\$245.00	\$166,110.00
13	Main Bid	237310	Class 2 Aggregate Base	301-2.4	TON	416	\$65.00	\$27,040.00
14	Main Bid	237310	Rubber Polymer Modified Slurry (RPMS) Type I	302-4.12.4	SF	55528	\$0.50	\$27,764.00
15	Main Bid	237310	Rubber Polymer Modified Slurry (RPMS) Type II	302-4.12.4	SF	77488	\$0.50	\$38,744.00
16	Main Bid	237310	Rubber Polymer Modified Slurry (RPMS) Type II	302-4.12.4	SF	21960	\$0.65	\$14,274.00
17	Main Bid	237310	Pavement Restoration Adjacent to Trench	302-5.2.1	SF	12925	\$14.00	\$180,950.00
18	Main Bid	237310	Asphalt Concrete Overlay	302-5.9	TON	9344	\$95.00	\$887,680.00
19	Main Bid	237310	Bus Stop Pad	302-6.8	CY	134	\$650.00	\$87,100.00
20	Main Bid	237310	Crack Seal	302-15.5	LB	500	\$15.00	\$7,500.00
21	Main Bid	237310	Historical and Contractor Date Stamps and Impressions	303-5.9	EA	7	\$200.00	\$1,400.00
22	Main Bid	237310	Remove and Replace Existing Sidewalk	303-5.9	SF	4050	\$12.00	\$48,600.00

23	Main Bid	237310	Median Curb and Gutter (Type B - 2)	303-5.9	LF	85	\$52.00	\$4,420.00
24	Main Bid	237310	Cross Gutter	303-5.9	SF	2854	\$23.00	\$65,642.00
25	Main Bid	237310	Curb Ramp (Type B) with Stainless Steel Detectable Warning Tiles	303-5.10.2	EA	6	\$4,600.00	\$27,600.00
26	Main Bid	237310	Curb Ramp (Type A) with Stainless Steel Detectable Warning Tiles	303-5.10.2	EA	5	\$4,000.00	\$20,000.00
27	Main Bid	237310	Curb Ramp (Dual) with Stainless Steel Detectable Warning Tiles	303-5.10.2	EA	11	\$7,100.00	\$78,100.00
28	Main Bid	237310	Curb Ramp (Type C1) with Stainless Steel Detectable Warning Tiles	303-5.10.2	EA	2	\$3,850.00	\$7,700.00
29	Main Bid	237310	Curb Ramp (Type D) with Stainless Steel Detectable Warning Tiles	303-5.10.2	EA	1	\$3,800.00	\$3,800.00
30	Main Bid	237310	Remove and Replace Existing Colored Sidewalk	303-5.9	SF	400	\$18.00	\$7,200.00
31	Main Bid	237110	Phased Paving	306-1.2.1	EA	6	\$2,750.00	\$16,500.00
32	Main Bid	237110	Removal or Abandonment of Existing Water Facilities	306-3.3.4	LF	4000	\$11.00	\$44,000.00

33	Main Bid	237110	Abandon and Fill Existing Water Main Outside of the Trench Limit	306-3.3.4	LF	7115	\$14.00	\$99,610.00
34	Main Bid	237110	Handling and Disposal of Non-friable Asbestos Material	306-3.3.5.5	LF	2657	\$12.00	\$31,884.00
35	Main Bid	237110	4 - Inch or Larger Meter for Construction Flushing (EOC Type I)	306-8.9.4.5	AL	1	\$15,500.00	\$15,500.00
36	Main Bid	237110	Water Main (16 - Inch)	306-15.1	LF	4893	\$196.50	\$961,474.50
37	Main Bid	237110	Water Main (16 - Inch, CL 305 / DR - 14, No Joints)	306-15.1	LF	20	\$377.00	\$7,540.00
38	Main Bid	237110	Water Main (12 - Inch)	306-15.1	LF	3971	\$153.00	\$607,563.00
39	Main Bid	237110	Water Main (12 - Inch, CL 305 / DR - 14, No Joints)	306-15.1	LF	40	\$356.00	\$14,240.00
40	Main Bid	237110	Water Main (10 - Inch)	306-15.1	LF	10	\$389.00	\$3,890.00
41	Main Bid	237110	Water Main (8 - Inch)	306-15.1	LF	687	\$262.00	\$179,994.00
42	Main Bid	237110	Water Main (6 - Inch)	306-15.1	LF	198	\$372.00	\$73,656.00
43	Main Bid	237110	Water Main (4 - Inch)	306-15.1	LF	93	\$322.00	\$29,946.00
44	Main Bid	237110	Sewer Main (8 - Inch)	306-15.1	LF	1310	\$265.00	\$347,150.00

45	Main Bid	237110	Sewer Main (8 - Inch, SDR - 26)	306-15.1	LF	367	\$340.00	\$124,780.00
46	Main Bid	237110	Gate Valve (6 - Inch)	306-15.5	EA	1	\$1,600.00	\$1,600.00
47	Main Bid	237110	Gate Valve (8 - Inch)	306-15.5	EA	6	\$1,900.00	\$11,400.00
48	Main Bid	237110	Gate Valve (12 - Inch)	306-15.5	EA	9	\$2,900.00	\$26,100.00
49	Main Bid	237110	Butterfly Valve (16 Inch)	306-15.5	EA	8	\$5,600.00	\$44,800.00
50	Main Bid	237110	Fire Hydrant Assembly and Marker (6 - Inch)	306-15.6	EA	24	\$13,000.00	\$312,000.00
51	Main Bid	237110	Water Service (1 - Inch)	306-15.8	EA	13	\$6,000.00	\$78,000.00
52	Main Bid	237110	Water Service (2 - Inch)	306-15.8	EA	7	\$8,400.00	\$58,800.00
53	Main Bid	237110	Blow-Off Valve Assembly (2 - Inch)	306-15.8	EA	4	\$6,900.00	\$27,600.00
54	Main Bid	237110	Blow-Off Valve Assembly (4 - Inch)	306-15.8	EA	4	\$9,500.00	\$38,000.00
55	Main Bid	237110	Air and Vacuum (Air Release) Valve Assembly (1 - Inch, Class 900)	306-15.8	EA	6	\$6,900.00	\$41,400.00
56	Main Bid	237310	Temporary Resurfacing	306-15.9	TON	500	\$130.00	\$65,000.00
57	Main Bid	237110	Manhole (4 ft x 3 ft)	306-16.6	EA	8	\$7,100.00	\$56,800.00
58	Main Bid	237110	Connection to Existing Manhole and Rechanneling	306-16.6	EA	2	\$3,450.00	\$6,900.00

59	Main Bid	237110	Sewer Lateral and Cleanout (6 - Inch, Street)	306-17.2	EA	16	\$5,400.00	\$86,400.00
60	Main Bid	237110	Sewer Main Cleanout	306-17.2	EA	3	\$3,540.00	\$10,620.00
61	Main Bid	237110	Sewer Lateral Connection	306-17.2	EA	9	\$1,500.00	\$13,500.00
62	Main Bid	237110	Cleaning and Video Inspection of Existing Pipelines and Culverts	306-18.7	LF	2073	\$3.00	\$6,219.00
63	Main Bid	237110	Video Inspection of Pipelines and Culverts for Acceptance	306-18.7	LF	2373	\$2.00	\$4,746.00
64	Main Bid	237310	Removal and Replacement of Existing Paint Striping	314-4.3.7	LS	1	\$47,000.00	\$47,000.00
65	Main Bid	237310	Continental Crosswalks	314-4.4.6	SF	4960	\$2.80	\$13,888.00
66	Main Bid	238990	Video Recording of Existing Conditions	400-1.1.1	LS	1	\$2,100.00	\$2,100.00
67	Main Bid	237110	Potholing Existing Utilities Not Shown on Plans (Depth up to 7 feet)	402-8	EA	54	\$750.00	\$40,500.00
68	Main Bid	237310	Adjust Existing Survey Monument to Grade	403-5	EA	1	\$800.00	\$800.00

69	Main Bid	237310	Traffic Signal Loop and Appurtenance Replacement (Type E)	404-12	EA	26	\$550.00	\$14,300.00
70	Main Bid	237310	Cold Milling Full Width	404-12	SF	498336	\$0.45	\$224,251.20
71	Main Bid	237110	Rehabilitate Sewer Main (6 - Inch)	500-12	LF	396	\$53.00	\$20,988.00
72	Main Bid	541330	Traffic Control and Working Drawings	601-7	LS	1	\$87,000.00	\$87,000.00
73	Main Bid	237310	Pedestrian Barricade (Type A)	701-2	EA	1	\$950.00	\$950.00
74	Main Bid	237310	Pedestrian Barricade (Balboa Park Standard per Sheet C - 25)	701-2	EA	2	\$2,000.00	\$4,000.00
75	Main Bid	237110	Furnished Materials for Contractor High-line Work	900-1.9	LF	3427	\$2.50	\$8,567.50
76	Main Bid	237110	Contractor Furnished Materials for City Forces Connection, Cut and Plug, and Cut-in Work for Mains 16 - Inch and Larger.	900-2.3	LS	1	\$4,800.00	\$4,800.00
77	Main Bid	237110	High-lining Installation by the Contractor	901-1.3	LF	3427	\$12.00	\$41,124.00

78	Main Bid	237110	High-lining Removed by the Contractor	901-1.3	LF	3427	\$3.50	\$11,994.50
79	Main Bid	237110	Cut and Plug by Contractor	901-2.5	EA	6	\$3,950.00	\$23,700.00
80	Main Bid	237110	Connections to The Existing System by Contractor (16 - Inch)	901-2.5	EA	2	\$12,000.00	\$24,000.00
81	Main Bid	541330	WPCP Development	1001-4.2	LS	1	\$1,000.00	\$1,000.00
82	Main Bid	237310	WPCP Implementation	1001-4.2	LS	1	\$20,000.00	\$20,000.00
							Subtotal	\$6,515,877.70
							Total	\$6,515,877.70

SUBCONTRACTOR LISTING

(OTHER THAN FIRST TIER)

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

NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONSTRUCTOR OR DESIGNER	DIR REGISTRATION NUMBER	SUBCONTRACTOR LICENSE NUMBER	TYPE OF WORK
Name: _____ Address: _____ City: _____ State: CA _____ Zip: 91752 _____ Phone: 951-682-1091 _____ Email: _____				Subtiered to Frank & Son Paving
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____		1000046511	N/A	Subtiered to Red Tail Environmental
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____				
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____				

**** USE ADDITIONAL FORMS AS NECESSARY ****