City of San Diego

CONTRACTOR'S NAME: KTA Construction, Inc.

ADDRESS: 821 Tavern Rd., Alpine, CA 91901

 TELEPHONE NO.:
 619-562-9464
 FAX NO.:

CITY CONTACT: <u>Brittany Friedenreich, Senior Contract Specialist, Email: BFriedenreic@sandiego.gov</u> Phone No. (619) 533-3104

J. Ramos-Banuelos / D. Hernandez / M. L. Wenceslao

BIDDING DOCUMENTS



FOR

SEWER & AC WATER GROUP 793

BID NO.:	K-22-2063-DBB-3
SAP NO. (WBS/IO/CC):	B-00394, B-15070
CLIENT DEPARTMENT:	2000
COUNCIL DISTRICT:	1
PROJECT TYPE:	ЈА, КВ

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

MARCH 17, 2022

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 City Engineer:

Sheila Bose

For City Engineer

02/03/22





Seal:

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SECTION

2.

5. ATTACHMENTS: 6. Appendix F - Adjacent Project Map109 7. Appendix G - Contractor's Daily Quality Control Inspection Report 111

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:

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.	List of Subcontractors for Alternate Items	At Time of Bid	ALL BIDDERS
4.	Mandatory Disclosure of Business Interests	At Time of Bid	ALL BIDDERS
5.	Debarment and Suspension Certification for Prime Contractors	At Time of Bid	ALL BIDDERS
6.	Debarment and Suspension Certification for Subcontractors, Suppliers & Mfgrs	At Time of Bid	ALL BIDDERS
7.	Bid Bond (Original)	By 5PM 3 working days after bid opening	ALL BIDDERS
8.	SLBE Good Faith Effort Documentation	By 5 PM 3 working days after bid opening	ALL BIDDERS
9.	Form AA60 – List of Work Made Available	By 5 PM 3 working days after bid opening with Good Faith Effort (GFE) documentation	ALL BIDDERS
10.	Phased Funding Schedule Agreement (when required)	Within 10 working days of receipt by the bidder of the Notice of Intent to Award	AWARDED BIDDER
11.	If the Contractor is a Joint Venture: • Joint Venture Agreement • Joint Venture License	Within 10 working days of receipt by bidder of contract forms	AWARDED BIDDER

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

ITEM	DOCUMENT TO BE SUBMITTED	OCUMENT TO BE SUBMITTED WHEN DUE	
12.	Payment & Performance Bond: Certificates of Insurance & Endorsements	Within 10 working days of receipt by bidder of contract forms and NOI	AWARDED BIDDER
13.	Signed Contract Agreement Page	Within 3 working days of receipt by bidder of Contract Agreement	AWARDED BIDDER
14.	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 **Sewer & AC Water Group 793.** 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: <u>http://www.sandiego.gov</u>.
- **3. ESTIMATED CONSTRUCTION COST:** The City's estimated construction cost for this project is **\$6,670,000**.
- 4. BID DUE DATE AND TIME ARE: MARCH 17, 2022 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 **C34**.
- **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	8.5%
2.	ELBE participation	13.8%

- 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. plus all the Alternates.
- **8.5.** Once the low bid has been determined, the City may, at its sole discretion, award the contract for the Base bid alone; or for the Base bid plus one or more alternates.

9. SUBMISSION OF QUESTIONS:

9.1. The Director (or Designee) of the Purchasing & Contracting 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:

BFriedenreic@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.

11. ADDITIVE/ DEDUCTIVE ALTERNATES:

- **11.1.** The additive/deductive alternates have been established to allow the City to compare the cost of specific portions of the Work with the Project's budget and enable the City to make a decision whether to incorporate these portions prior to award. The award will be established as described in the Bid. The City reserves the right to award the Contract for the Base Bid plus one or more Alternates.
- **11.2.** For water pipeline projects, the Plans typically show all cut and plug and connection work to be performed by City Forces. However, Bidders shall refer to Bidding Documents to see if all or part of this work will be performed by the Contractor.

INSTRUCTIONS TO BIDDERS

1. PREQUALIFICATION OF CONTRACTORS:

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

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

- **1.5.** Due to the City's responsibility to protect the confidentiality of the contractors' information, City staff will not be able to provide information regarding contractors' prequalification status over the telephone. Contractors may access real-time information about their prequalification status via their vendor profile on <u>PlanetBids</u>[™].
- 2. ELECTRONIC FORMAT RECEIPT AND OPENING OF BIDS: Bids will be received in electronic format (eBids) EXCLUSIVELY at the City of San Diego's electronic bidding (eBidding) site, at: http://www.sandiego.gov/cip/bidopps/index.shtml and are due by the date, and time shown on the cover of this solicitation.

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

2.8. ACCESSIBILITY AND AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE: To request a copy of this solicitation in an alternative format, contact the Purchasing & Contracting Department, Public Works Division 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") <u>http://www.greenbookspecs.org/</u>	2021	ECPI010122-01		
City of San Diego Standard Specifications for Public Works Construction ("The WHITEBOOK")* https://www.sandiego.gov/ecp/edocref/greenbook	2021	ECPI010122-02		
City of San Diego Standard Drawings* https://www.sandiego.gov/ecp/edocref/standarddraw	2021	ECPI010122-03		
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 <u>https://dot.ca.gov/programs/design/ccs-standard-plans-and-standard-specifications</u>	2018	PWPI030119-05		
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 6 (CA MUTCD Rev 6) <u>https://dot.ca.gov/programs/safety-programs/camutcd/camutcd-files</u>	2014	PWPI060121-10		
NOTE: *Available online under Engineering Documents and References at: https://www.sandiego.gov/ecp/edocref/ *Electronic updates to the Standard Drawings may also be found in the link above				

9. CITY'S RESPONSES AND ADDENDA: The City, at its discretion, may respond to any or all questions submitted in writing via the City's eBidding web site in the <u>form of an addendum</u>. No other responses to questions, oral or written shall be of any force or effect with respect to this solicitation. The changes to the Contract Documents through addenda are made effective

as though originally issued with the Bid. The Bidders shall acknowledge the receipt of Addenda at the time of bid submission.

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

12. SUBCONTRACTOR INFORMATION:

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

Additionally, pursuant to California Senate Bill 96 and in accordance with the requirements of Labor Code sections 1771.1 and 1725.5, by submitting a bid or proposal to the City, Contractor is certifying that he or she has verified that all subcontractors used on this public work project are registered with the California Department of Industrial Relations (DIR). **The Bidder shall provide the name, address, license number, DIR registration number of any Subcontractor –**

regardless of tier - who will perform work, labor, render services or specially fabricate and install a portion [type] of the work or improvement pursuant to the contract.

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

14. AWARD:

- **14.1.** The Award of this contract is contingent upon the Contractor's compliance with all conditions precedent to Award.
- **14.2.** Upon acceptance of a Bid, the City will prepare contract documents for execution within approximately 21 days of the date of the Bid opening and award the Contract approximately within 7 days of receipt of properly executed Contract, bonds, and insurance documents.
- **14.3.** This contract will be deemed executed and effective only upon the signing of the Contract by the Mayor or his designee and approval as to form the City Attorney's Office.
- **15. SUBCONTRACT LIMITATIONS**: The Bidder's attention is directed to Standard Specifications for Public Works Construction, Section 3-2, "SELF-PERFORMANCE" in The GREENBOOK and as amended in the SSP which requires the Contractor to self-perform not less than the specified amount. Failure to comply with this requirement shall render the bid **non-responsive** and ineligible for award.
- **16. AVAILABILITY OF PLANS AND SPECIFICATIONS:** Contract Documents may be obtained by visiting the City's website: <u>http://www.sandiego.gov/cip/</u>. Plans and Specifications for this contract are also available for review in the office of the City Clerk or Purchasing & Contracting Department, Public Works Division.

- **17. ONLY ONE BID PER CONTRACTOR SHALL BE ACCCEPTED:** No person, firm, or corporation shall be allowed to make, file, or be interested in more than one (1) Bid for the same work unless alternate Bids are called for. A person, firm or corporation who has submitted a sub-proposal to a Bidder, or who has quoted prices on materials to a Bidder, is not hereby disqualified from submitting a sub-proposal or quoting prices to other Bidders or from submitting a Bid in its own behalf. Any Bidder who submits more than one bid will result in the rejection of all bids submitted.
- **18. SAN DIEGO BUSINESS TAX CERTIFICATE:** The Contractor and Subcontractors, not already having a City of San Diego Business Tax Certificate for the work contemplated shall secure the appropriate certificate from the City Treasurer, Civic Center Plaza, First floor and submit to the Contract Specialist upon request or as specified in the Contract Documents. Tax Identification numbers for both the Bidder and the listed Subcontractors must be submitted on the City provided forms within these documents.

19. BIDDER'S GUARANTEE OF GOOD FAITH (BID SECURITY) FOR DESIGN-BID-BUILD CONTRACTS:

- **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: Purchasing & Contracting Department, Public Works 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 abovementioned 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 herein and in the Notice of Intent to Award. Failure to provide the information as specified may result in the Bid being rejected as **non-responsive.**
- **25.2.** The decision that bid is non-responsive for failure to provide the information required within the time specified shall be at the sole discretion of the City.

PERFORMANCE BOND, LABOR AND MATERIALMEN'S BOND

FAITHFUL PERFORMANCE BOND AND LABOR AND MATERIALMEN'S BOND:

<u>KIA Construction, Inc.</u> , a corporation, as principal, and
Atlantic Specialty 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 <u>Seven Million Eight</u>
Hundred Ninety Four Thousand Eight Hundred Fifty Eight Dollars (\$7,894,858.00) for the faithful
performance of the annexed contract, and in the sum of Seven Million Eight Hundred Ninety Four
Thousand Eight Hundred Fifty Eight Dollars (\$7,894,858.00) 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 shall pay reasonable attorney's fees should suit be brought to enforce the provisions of this bond.

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

The Surety shall not utilize the Principal in completing the improvements and work specified in the Agreement in the event the City terminates the Principal for default.

THE CITY OF SAN DIEGO **APPROVED AS TO FORM** Mara W. Elliott, City Attorney By: Bv Cindy Crocker Print Name Print Name: **Deputy Director** City Atto Purchasing & Contracting Dept. May 31, 2022 Date: Date SURETY Atlantic Specialty Insurance Company CONTRACTOR KTA Construction, Inc. Lawrence F. McMahon Digitally signed by Lawrence F. McMahon Date: 2022.04.29 11:06:13 -07'00' SFAL 1986 By: By: 10 .0 Attorney-In-Fact Print Name: Lawrence F. McMahon, Attorney-in-Fact Print Name Date: April 29, 2022 Date: 6303 Owensmouth Avenue, 10th Floor Woodland Hills, CA 91367 Local Address of Surety (619)238-1828 Local Phone Number of Surety (SUBJECT TO ADJUSTMENT BASED ON FINAL CONTRACT PRICE) \$58,119.00

800041206

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

Sewer & AC Water Group 793 Performance and Payment Bonds (Rev. Sep. 2021) Premium

Bond Number

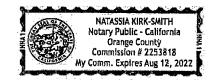
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of Califor County of))
On 4/29/202	.2	_ before me,	Natassia Kirk-Smith, Notary Public
	Date		Here Insert Name and Title of the Officer
personally app	eared	Lawr	ence F. McMahon
1			Name(s) of Signer(s)

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 spal.

Signature Signature & No Public

Place Notary Seal Above

- OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Document Date:	Number of Pages:
Signer(s) Other Than Named Above:	
Capacity(ies) Claimed by Signer(s) Signer's Name: <u>Lawrence F. McMahon</u> Corporate Officer — Title(s): Partner — Limited General Individual Attorney in Fact Trustee Guardian or Conservator Other: Signer Is Representing:	Signer's Name: Corporate Officer — Title(s): Partner — CLimited General Individual Attorney in Fact Trustee Guardian or Conservator Other: Signer Is Representing:

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Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: Lawrence F. McMahon, Maria Vhanneza Guise, Janice Martin, Sarah Myers, James D. Castle, John R. Qualin, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: unlimited and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-In-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

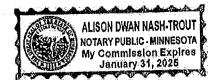
IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this twenty-seventh day of April, 2020.



Paul J. Brehm, Senior Vice President

STATE OF MINNESOTA HENNEPIN COUNTY

On this twenty-seventh day of April, 2020, before me personally came Paul J. Brehm, Senior Vice President of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, that he is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.



lism NarhAni

Notary Public

Bγ

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 29th day of April 2022

This Power of Attorney expires January 31, 2025



25barr

Kara Barrow, Secretary

Please direct bond verifications to surely@intactinsurance.com

ATTACHMENTS

ATTACHMENT A

SCOPE OF WORK

SCOPE OF WORK

- 1. SCOPE OF WORK: Construction of Sewer & AC Water Group 793 consists of the installation of 10,544 linear feet of 8", 10". and 12" sewer mains, sewer laterals, manholes & the installation of 1,877 linear feet of 8" and 12" water mains, water services, valves, fire hydrants & markers, curb ramps, traffic control, trench resurfacing, pavement Resurfacing, and all other work and appurtenances in accordance with these specifications and drawings numbered 41208-01-D through 41208-59-D.
 - **1.1.** The Work shall be performed in accordance with:
 - **1.1.1.** The Notice Inviting Bids and Plans numbered **41208-01-D** through **41208-59-D**, **41208-T1-D** through **41208-T77-D**, and **42207-1-D** through **42207-2-D**, inclusive.
- 2. LOCATION OF WORK: The location of the Work is as follows:

See Appendix E – Location Map.

3. CONTRACT TIME: The Contract Time for completion of the Work, shall be **495 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

BID NUMBER: <u>K-22-2063-DBB-3</u>

CONTRACT OR TASK TITLE: <u>SEWER & AC WATER GROUP 793</u>

CONTRACTOR: KTA Construction, Inc.

Funding	Phase Description	Phase	Phase	Not-to-Exceed
Phase		Start	Finish	Amount
1	Installation of 1402 linear feet (ft) of existing 8-inch sewer main, 16 linear feet (f) of 10-inch sewer main, including associated laterals, manholes, cleanouts and other appurtenances. (Sheets 41208-06-D through 41208-7-D) Installation of 40 linear feet (ft) of 8-inch water, 691 linear feet (ft) of existing 12-inch Class 305 water main, including all associated water services, fire hydrants, valves, water meters and other appurtenances. (Sheet 41208-25-D)	Notice to Proceed (NTP)	02/28/2023	\$1,700,814.69 (B-00394, Sewer) \$349,020.09 (B-15070, Water) Subtotal: \$2,049,834.78
2	Installation of 5397 linear feet (ft) of 8-inch sewer main, 380 linear feet (ft) of 8-Inch SDR26 sewer main, 744 linear feet (ft) of sewer main, 545 linear feet (ft) of 12-inch sewer main, including associated laterals, manholes, cleanouts and other appurtenances. (Sheets 41208-09-D through 41208-22-D) Installation of 546 linear feet (ft) of 8-inch water main, 600 linear feet (ft) of 12-inch water main, including all associated water services, fire hydrants, valves, water meters and other appurtenances. (Sheet 41208-23-D through 41208-24-D) Installation of Additive Alternate D - 25th Street Between Commercial Street and L Street (Striping) (Sheet 42207-1-D through 42207-2-D)	03/01/2023	03/31/2024	\$3,401,629.38 (B-00394, Sewer) \$988,890.26 (B-15070, Water) \$37,158.00 (IO#21005094, Bike Lane) Subtotal: \$4,427,677.64

3	Installation of 1893 linear feet (ft) of 10-inch SDR26 sewer main, 167 linear feet (ft) of 8-Inch SDR26 sewer main, including associated laterals, manholes, cleanouts and other appurtenances. (Sheets 41208-03-D through 41208-05-D and 41208- 08-D)	04/01/2024	NOC	\$0.00 (B-15070, Water) \$1,417,345.58 (B-00394, Sewer) Subtotal: \$1,417,345.58
		Co	ntract Total	\$7,894,858.00

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.
- 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

CONTRACTOR

PRINT NAME: Dino Ciafre-Garay **Construction Senior Engineer** Signature Date:

PRINT NAME: KENNY ANDERSON

Title: Signature Date:

PRINT NAME: Sheila Bose Design Senior Engineer

Signature: Date:

Sewer & AC Water Group 793 Attachment B – Phased Funding Provisions (Rev. Feb. 2020)

ATTACHMENT C

EQUAL OPPORTUNITY CONTRACTING PROGRAM

EQUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP)

SECTION A - GENERAL REQUIREMENTS

A. INTRODUCTION.

- 1. This document sets forth the following specifications:
 - a) The City's general EOCP requirements for all Construction Contracts.
 - b) Special Provisions for Contracts subject to SLBE and ELBE requirements only.
- 2. Additional requirements may apply for state or federally funded projects.
- 3. These requirements shall be included as Contract provisions for all Subcontracts.
- 4. The City specified forms, instructions, and guides are available for download from the EOCP's web site at: <u>http://www.sandiego.gov/eoc/forms/index.shtml</u>

B. GENERAL.

- 1. The City of San Diego promotes equal employment and subcontracting opportunities.
- 2. The City is committed to ensuring that taxpayer dollars spent on public Contracts are not paid to businesses that practice discrimination in employment or subcontracting.
- 3. The City encourages all companies seeking to do business with the City to share this commitment.

C. DEFINITIONS.

- 1. For the purpose of these requirements: Terms "Bid" and "Proposal", "Bidder" and "Proposer", "Subcontractor" and "Subconsultant", "Contractor" and "Consultant", "Contractor" and "Prime Contractor", "Consultant" and "Professional Service Provider", "Suppliers" and "Vendors", "Suppliers" and "Dealers", and "Suppliers" and "Manufacturers" may have been used interchangeably.
- 2. The following definitions apply:
 - a) **Emerging Business Enterprise (EBE)** A for-profit business that is independently owned and operated; that is not a subsidiary or franchise of another business and whose gross annual receipts do not exceed the amount set by the City Manager and that meets all other criteria set forth in regulations implementing Municipal Code Chapter 2, Article 2, Division 36. The City Manager shall review the threshold amount for EBEs on an annual basis and adjust as necessary to reflect changes in the marketplace.
 - b) **Emerging Local Business Enterprise (ELBE)** A Local Business Enterprise that is also an Emerging Business Enterprise.

- c) **Minority Business Enterprise (MBE)** A certified business that is at least fifty-one percent (51%) owned by one or more minority individuals, or, in the case of a publicly owned business at least fiftyone percent (51%) of the stock is owned by one or more minority individuals; and (2) whose daily business operations are managed and directed by one or more minorities owners. Minorities include the groups with the following ethnic origins: African, Asian Pacific, Asian Subcontinent, Hispanic, Native Alaskan, Native American, and Native Hawaiian.
- d) **Women Business Enterprise (WBE)** A certified business that is at least fifty-one percent (51%) owned by a woman or women, or, in the case of a publicly owned business at least fifty-one percent (51%) of the stock is owned by one or more women; and (2) whose daily business operations are managed and directed by one or more women owners.
- e) **Disadvantaged Business Enterprise (DBE)** a certified business that is at least fifty-one percent (51%) owned by socially and economically disadvantaged individuals, or, in the case of a publicly owned business at least fifty-one percent (51%) of the stock is owned by one or more socially and economically disadvantaged individuals; and (2) whose daily business operations are managed and directed by one or more socially and economically disadvantaged owners.
- f) Disabled Veteran Business Enterprise (DVBE) A certified business that is at least fifty-one percent (51%) owned by one or more disabled veterans; and (2) business operations must be managed and controlled by one or more disabled veterans. Disabled Veteran is a veteran of the U.S. military, naval, or air service; the veteran must have a service-connected disability of at least 10% or more; and the veteran must reside in California.
- g) **Other Business Enterprise (OBE)** Any business which does not otherwise qualify as a Minority, Woman, Disadvantaged, or Disabled Veteran Business Enterprise.
- h) Small Business Enterprise (SBE) A for-profit business that is independently owned and operated; that is not a subsidiary or franchise of another business and whose gross annual receipts do not exceed the amount set by the City Manager and that meets all other criteria set forth in regulations implementing Municipal Code Chapter 2, Article 2, Division 36. The City Manager shall review the threshold amount for SBEs on an annual basis and adjust as necessary to reflect changes in the marketplace. A business certified as a Micro Business (MB) or a Disabled Veteran Business Enterprise (DVBE) by the State of California and that has provided proof of such certification to the City Manager shall be deemed to be an SBE.

i) **Small Local Business Enterprise (SLBE)** - A Local Business Enterprise that is also a Small Business Enterprise.

D. CITY'S EQUAL OPPORTUNITY COMMITMENT.

1. Nondiscrimination in Contracting Ordinance.

a) You, your Subcontractors, and Suppliers shall comply with the requirements of the City's Nondiscrimination in Contracting Ordinance, San Diego Municipal Code §§22.3501 through 22.3517.

You shall not discriminate on the basis of race, gender, gender expression, gender identity, religion, national origin, ethnicity, sexual orientation, age, or disability in the solicitation, selection, hiring, or treatment of subcontractors, vendors, or suppliers. You shall provide equal opportunity for Subcontractors to participate in subcontracting opportunities. You understand and agree that the violation of this clause shall be considered a material breach of the Contract and may result in Contract termination, debarment, or other sanctions.

You shall include the foregoing clause in all Contracts between you and your Subcontractors and Suppliers.

- b) **Disclosure of Discrimination Complaints.** As part of its Bid or Proposal, you shall provide to the City a list of all instances within the past 10 years where a complaint was filed or pending against you in a legal or administrative proceeding alleging that you discriminated against your employees, Subcontractors, vendors, or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken.
- c) Upon the City's request, You agree to provide to the City, within 60 Calendar Days, a truthful and complete list of the names of all Subcontractors and Suppliers that you have used in the past 5 years on any of your Contracts that were undertaken within the San Diego County, including the total dollar amount paid by you for each Subcontract or supply Contract.
- d) You further agree to fully cooperate in any investigation conducted by the City pursuant to the City's Nondiscrimination in Contracting Ordinance, Municipal Code §§22.3501 through 22.3517. You understand and agree that violation of this clause shall be considered a material breach of the Contract and may result in remedies being ordered against you up to and including contract termination, debarment, and other sanctions for the violation of the provisions of the Nondiscrimination in Contracting Ordinance. You further understand and agree that the procedures, remedies, and sanctions provided for in the Nondiscrimination in Contracting Ordinance apply only to violations of the Ordinance.

E. EQUAL EMPLOYMENT OPPORTUNITY OUTREACH PROGRAM.

1. You, your Subcontractors, and Suppliers shall comply with the City's Equal Employment Opportunity Outreach Program, San Diego Municipal Code §§22.2701 through 22.2707.

You shall not discriminate against any employee or applicant for employment on any basis prohibited by law. You shall provide equal opportunity in all employment practices. You shall ensure that your Subcontractors comply with this program. Nothing in this section shall be interpreted to hold you liable for any discriminatory practices of your Subcontractors.

You shall include the foregoing clause in all Contracts between you and your Subcontractors and Suppliers.

- 2. If the Contract is competitively solicited, the selected Bidder shall submit a Work Force Report (Form BB05) within 10 Working Days after receipt by the Bidder to the City for approval as specified in the Notice of Intent to Award letter.
- 3. The selected Bidder shall submit an Equal Employment Opportunity Plan if a Work Force Report is submitted and if the City determines that there are under-representations when compared to County Labor Force Availability data.
- 4. If the selected Bidder submits an Equal Employment Opportunity Plan, it shall include the following assurances:
 - a) You shall maintain a working environment free of discrimination, harassment, intimidation, and coercion at all Sites and in all facilities at which your employees are assigned to Work.
 - b) You shall review your EEO Policy annually with all on-Site supervisors involved in employment decisions.
 - c) You shall disseminate and review your EEO Policy with all employees at least once a year, post the policy statement and EEO posters on all company bulletin boards and job sites, and document every dissemination, review, and posting with a written record to identify the time, place, employees present, subject matter, and disposition of meetings.
 - d) You shall review, at least annually, all supervisors' adherence to and performance under the EEO Policy and maintain written documentation of these reviews.
 - e) You shall discuss your EEO Policy Statement with Subcontractors with whom you anticipate doing business, including the EEO Policy Statement in your Subcontracts, and provide such documentation to the City upon request.

- f) You shall document and maintain a record of all Bid solicitations and outreach efforts to and from Subcontractors, contractor associations, and other business associations.
- g) You shall disseminate your EEO Policy externally through various media, including the media of people of color and women, in advertisements to recruit. Maintain files documenting these efforts and provide copies of these advertisements to the City upon request.
- h) You shall disseminate your EEO Policy to union and community organizations.
- You shall provide immediate written notification to the City when any union referral process has impeded your efforts to maintain your EEO Policy.
- j) You shall maintain a current list of recruitment sources, including those outreaching to people of color and women, and provide written notification of employment opportunities to these recruitment sources with a record of the organizations' responses.
- k) You shall maintain a current file of names, addresses and phone numbers of each walk-in applicant, including people of color and women, and referrals from unions, recruitment sources, or community organizations with a description of the employment action taken.
- I) You shall encourage all present employees, including people of color and women employees, to recruit others.
- m) You shall maintain all employment selection process information with records of all tests and other selection criteria.
- n) You shall develop and maintain documentation for on-the-job training opportunities, participate in training programs, or both for all of your employees, including people of color and women, and establish apprenticeship, trainee, and upgrade programs relevant to your employment needs.
- You shall conduct, at least annually, an inventory and evaluation of all employees for promotional opportunities and encourage all employees to seek and prepare appropriately for such opportunities.
- p) You shall ensure that the company's working environment and activities are non-segregated except for providing separate or singleuser toilets and necessary changing facilities to assure privacy between the sexes.

F. SUBCONTRACTING.

1. The City encourages all eligible business enterprises to participate in City contracts as a Contractor, Subcontractor, and joint venture partner with you, your Subcontractors, or your Suppliers. You are encouraged to take positive

steps to diversify and expand your Subcontractor solicitation base and to offer subcontracting opportunities to all eligible business firms including SLBEs, ELBEs, MBEs, WBEs, DBEs, DVBEs, and OBEs.

- 2. For Subcontractor participation level requirements, see the Contract Documents where applicable.
- 3. For the purposes of achieving the mandatory Subcontractor participation percentages, City percentage calculations will not account for the following:
 - a) "Field Orders" and "City Contingency" Bid items.
 - b) Alternate Bid items.
 - c) Allowance Bid items designated as "EOC Type II".
- 4. Allowance Bid items designated as "EOC Type I" will be considered as part of the Base Bid and will be included in the percentage calculation.
- 5. Each joint venture partner shall be responsible for a clearly defined Scope of Work. In addition, an agreement shall be submitted and signed by all parties identifying the extent to which each joint venture partner shares in ownership, control, management, risk, and profits of the joint venture.

G. LISTS OF SUBCONTRACTORS AND SUPPLIERS.

- 1. You shall comply with the Subletting and Subcontracting Fair Practices Act, Public Contract Code §§4100 through 4113, inclusive.
- 2. You shall list all Subcontractors who will receive more than 0.5% of the total Bid amount or \$10,000, whichever is greater on the form provided in the Contract Documents (Subcontractors list).
- 3. The Subcontractors list shall include the Subcontractor's name, telephone number including area code, physical address, Scope of Work, the dollar amount of the proposed Subcontract, the California contractor license number, the Public Works contractor registration number issued pursuant to Section 1725.5 of the Labor Code, and the Subcontractor's certification status with the name of the certifying agency.
- 4. The listed Subcontractor shall be appropriately licensed pursuant to Contractor License Laws.
- 5. For Design-Build Contracts, refer to the RFQ and RFP for each Project or Task Order.

H. SUBCONTRACTOR AND SUPPLIER SUBSTITUTIONS.

- 1. Listed Subcontractors and Suppliers shall not be substituted without the Express authorization of the City or its duly authorized agent.
- 2. Request for Subcontractor or Supplier substitution shall be made in writing to Public Works - Contracting, Attention Contracts Specialist, 525 B Street, Suite 750, San Diego, CA 92101 with a copy to the Engineer.

- 3. The request shall include a thorough explanation of the reason(s) for the substitution, including dollar amounts and a letter from each substituted Subcontractor or Supplier stating that they (the Subcontractors or Suppliers) release all interest in working on the Project and written confirmation from the new Subcontractor or Supplier stating that they agree to work on the Project along with the dollar value of the Work to be performed.
- 4. Written approval of the substitution request shall be received by you or from the City or its authorized officer prior to any unlisted Subcontractor or Supplier performing Work on the Project.
- 5. Substitution of Subcontractors and Suppliers without authorization shall subject you to those penalties set forth in Public Contract Code §4110.
- 6. Requests for Supplier substitution shall be made in writing at least 10 Days prior to the provision of materials, supplies, or services by the proposed Supplier and shall include proof of written notice to the originally listed Supplier of the proposed substitution.
- 7. A Contractor whose Bid is accepted shall not:
 - a) Substitute a person as Subcontractor or Supplier in place of the Subcontractor or Supplier listed in the original bid, except that the City, or it's duly authorized officer, may consent to the substitution of another person as a Subcontractor or Supplier in any of the following situations:
 - i. When the Subcontractor or Supplier listed in the Bid, after having a reasonable opportunity to do so, fails or refuses to execute a written Contract for the scope of work specified in the subcontractor's bid and at the price specified in the subcontractor's bid, when that written contract, based upon the general terms, conditions, plans, and specifications for the project involved or the terms of the subcontractor's written bid, is presented to the subcontractor by the prime contractor.
 - ii. When the listed Subcontractor or Supplier becomes insolvent or the subject of an order for relief in bankruptcy.
 - iii. When the listed Subcontractor or Supplier fails or refuses to perform his or her subcontract.
 - iv. When the listed Subcontractor fails or refuses to meet bond requirements as set forth in Public Contract Code §4108.
 - v. When you demonstrate to the City or it's duly authorized officer, subject to the provisions set forth in Public Contract Code §4107.5, that the name of the Subcontractor was listed as the result of an inadvertent clerical error.
 - vi. When the listed Subcontractor is not licensed pursuant to Contractor License Law.

- vii. When the City, or it's duly authorized officer, determines that the Work performed by the listed Subcontractor or that the materials or supplies provided by the listed Supplier are substantially unsatisfactory and not in substantial accordance with the Plans and specifications or that the Subcontractor or Supplier is substantially delaying or disrupting the progress of the Work.
- viii. When the listed Subcontractor is ineligible to work on a public works project pursuant to §§1777.1 or 1777.7 of the Labor Code.
- ix. When the City or its duly authorized agent determines that the listed Subcontractor is not a responsible contractor.
- b) Permit a Contract to be voluntarily assigned or transferred or allow it to be performed by anyone other than the original Subcontractor, Supplier listed in the original Bid without the consent of the City, or it's duly authorized officer.
- c) Other than in the performance of "Change Orders" causing changes or deviations from the Contract, sublet or subcontract any portion of the Work, or contract for materials or supplies in excess of 0.5% of your total bid or \$10,000, whichever is greater, as to which his or her original Bid did not designate a Subcontractor or Supplier.
- 8. Following receipt of notice from you of the proposed substitution of a Subcontractor or Supplier, the listed Subcontractor or Supplier who has been so notified shall have 5 Working Days within which to submit written objections to the substitution to the Contract Specialist with a copy to the Engineer. Failure to file these written objections shall constitute the listed Subcontractor or Supplier's consent to the substitution. If written objections are filed, the City shall give notice in writing of at least 5 Working Days to the listed Subcontractor or Supplier of a hearing by the City on your request for substitution.

I. PROMPT PAYMENT.

- 1. You or your Subcontractors shall pay to any subcontractor, not later than 7 Calendar Days of receipt of each progress payment, unless otherwise agreed to in writing, the respective amounts allowed you on account of the Work performed by the Subcontractors, to the extent of each Subcontractor's interest therein. In cases of Subcontractor performance deficiencies, you shall make written notice of any withholding to the Subcontractor with a copy to the Contracts Specialist. Upon correction of the deficiency, you shall pay the Subcontractor the amount previously withheld within 14 Calendar Days after payment by the City.
- 2. Any violation of California Business and Professions Code, §7108.5 concerning prompt payment to Subcontractors shall subject the violating Contractor or Subcontractor to the penalties, sanctions, and other remedies of that section.

This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to you or your Subcontractor in the event of a dispute involving late payment or nonpayment by the Prime Contractor, deficient subcontract performance, or noncompliance by a Subcontractor.

J. PROMPT PAYMENT OF FUNDS WITHHELD TO SUBCONTRACTORS.

- 1. The City will hold retention from you and will make prompt and regular incremental acceptances of portions, as determined by the Engineer, of the Work and pay retention to you based on these acceptances.
- 2. You or your Subcontractors shall return all monies withheld in retention from a Subcontractor within 30 Calendar Days after receiving payment for Work satisfactorily completed and accepted including incremental acceptances of portions of the Work by the City.
- 3. Federal law (49CFR26.29) requires that any delay or postponement of payment over 30 Calendar Days may take place only for good cause and with the City's prior written approval. Any violation of this provision by you or your Subcontractor shall subject you or your Subcontractor to the penalties, sanctions, and other remedies specified in §7108.5 of the Business and Professions Code.
- 4. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to you or your Subcontractor in the event of a dispute involving late payment or nonpayment by you, deficient subcontract performance, or noncompliance by a Subcontractor.

K. CERTIFICATION.

- 1. The City accepts certifications of DBE, DVBE, MBE, SMBE, SWBE, or WBE by any of the following certifying agencies:
 - a) Current certification by the State of California Department of Transportation (CALTRANS) as DBE, SMBE, or SWBE.
 - b) Current MBE, WBE, or DVBE certification from the California Public Utilities Commission.
 - c) DVBE certification is received from the State of California's Department of General Services, Office of Small and Minority Business.
 - d) Current certification by the City of Los Angles as DBE, WBE, or MBE.
 - e) Subcontractors' valid proof of certification status (copies of MBE, WBE, DBE, or DVBE certifications) shall be submitted as required.

L. CONTRACT RECORDS AND REPORTS.

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.

EQUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP)

SECTION B - SLBE-ELBE SUBCONTRACTING REQUIREMENTS

THESE SPECIAL PROVISIONS SUPPLEMENT THE POLICIES AND REQUIREMENTS ESTABLISHED BY THE CITY OF SAN DIEGO EQUAL OPPORTUNITY CONTRACTING PROGRAM SPECIFIED IN THE CITY'S GENERAL EOCP REQUIREMENTS.

A. GENERAL.

- 1. It is the City's policy to encourage greater availability, capacity development, and contract participation by SLBE and ELBE firms in City contracts. This policy is, in part, intended to further the City's compelling interest to stimulate economic development through the support and empowerment of the local community, ensure that it is neither an active nor passive participant in marketplace discrimination, and promote equal opportunity for all segments of the contracting community.
- 2. The City is committed to maximizing subcontracting opportunities for all qualified and available firms.
- 3. This policy applies to City-funded construction contracts. Bidders shall be fully informed of this policy as set forth in these specifications. Mandatory or voluntary subcontracting percentages, Bid Discounts, and restricted competitions are specified in the Contract Documents.
- 4. You shall make subcontracting opportunities available to a broad base of qualified Subcontractors and shall achieve the minimum SLBE-ELBE Subcontractor participation identified for your project.
- 5. Failure to subcontract the specified minimum (mandatory) percentages of the Bid to qualified available SLBE-ELBE Subcontractors will cause a Bid to be rejected as non-responsive unless the Bidder has demonstrated compliance with the affirmative steps as specified in the City's document titled "Small Local Business (SLBE) Program, INSTRUCTIONS FOR BIDDERS COMPLETING THE GOOD FAITH EFFORT SUBMITTAL" and has submitted documentation showing that all required positive efforts were made prior to the Bid submittal due date. The required Good Faith Effort (GFE) documentation shall be submitted to the Contract Specialist. The instructions for completing the good faith effort submittal can be found on the City's website:

https://www.sandiego.gov/sites/default/files/legacy/eoc/pdf/slbegfeinst.pdf

6. The current list of certified SLBE-ELBE firms and information for completing the GFE submittal can be found on the City's EOC Department website:

http://www.sandiego.gov/eoc/programs/slbe.shtml

7. These requirements may be waived, at the City's sole discretion, on projects deemed inappropriate for subcontracting participation.

B. DEFINITIONS.

- 1. The following definitions shall be used in conjunction with these specifications:
 - a) **Bid Discount** Additional inducements or enhancements in the bidding process that are designed to increase the chances for the selection of SLBE firms in competition with other firms.
 - b) Commercially Useful Function An SLBE-ELBE performs a commercially useful function when it is responsible for the execution of the Work and is carrying out its responsibilities by actually performing, managing, and supervising the Work involved. To perform a commercially useful function, the SLBE-ELBE shall also be responsible, with respect to materials and supplies used on the Contract, for negotiating price, determining quantity and quality, ordering the material, and installing (where applicable) and paying for the material itself.

To determine whether an SLBE-ELBE is performing a commercially useful function, an evaluation will be performed of the amount of Work subcontracted, normal industry practices, whether the amount the SLBE-ELBE firm is to be paid under the contract is commensurate with the Work it is actually performing and the SLBE-ELBE credit claimed for its performance of the Work, and other relevant factors. Specifically, an SLBE-ELBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of meaningful and useful SLBE-ELBE participation, when in similar transactions in which SLBE-ELBE firms do not participate, there is no such role performed.

- c) Good Faith Efforts (GFE) Documentation of the Bidder's intent to comply with SLBE Program goals and procedures included in the City's SLBE Program, Instructions for Completing Good Faith Effort Submittal available from the City's EOCP website or the Contract Specialist.
- d) Independently Owned, Managed, and Operated Ownership of a SLBE-ELBE firm shall be direct, independent, and by individuals only. Business firms that are owned by other businesses or by the principals or owners of other businesses that cannot themselves qualify under the SLBE-ELBE eligibility requirements shall not be eligible to participate in the Program. Moreover, the day-to-day management of the SLBE-ELBE firm shall be direct and independent of the influence of any other businesses that cannot themselves qualify under the SLBE-ELBE eligibility requirements.
- e) **Joint Venture** An association of two or more persons or business entities that is formed for the single purpose of carrying out a single defined business enterprise for which purpose they combine their

capital, efforts, skills, knowledge, or property. Joint ventures shall be established by written agreement to qualify for this program.

- f) **Local Business Enterprise ("LBE")** A firm having a Principal Place of Business and a Significant Employment Presence in San Diego County, California that has been in operation for 12 consecutive months and a valid business tax certificate. This definition is subsumed within the definition of Small Local Business Enterprise.
- g) **Minor Construction Program** A program developed for bidding exclusively among SLBE-ELBE Construction firms.
- h) **Principal Place of Business** A location wherein a firm maintains a physical office and through which it obtains no less than 50% of its overall customers or sales dollars.
- Protégé A firm that has been approved and is an active participant in the City's Mentor-Protégé Program and that has signed the required program participation agreement and has been assigned a mentor.
- j) **Significant Employee Presence** No less than 25% of a firm's total number of employees are domiciled in San Diego County.

C. SUBCONTRACTOR PARTICIPATION.

- For the purpose of satisfying subcontracting participation requirements, only 1st tier SLBE-ELBE Subcontractors will be recognized as participants in the Contract according to the following criteria:
 - a) For credit to be allowed toward a respective participation level, all listed SLBE-ELBE firms shall have been certified by the Bid due date.
 - b) The Subcontractor shall perform a commercially useful function for credit to be allowed toward subcontractor participation levels. The Subcontractor shall be required by you to be responsible for the execution of a distinct element of the Work and shall carry out its responsibility by actually performing and supervising its own workforce.
 - c) If the Bidder is seeking the recognition of materials, supplies, or both towards achieving any mandatory subcontracting participation level, the Bidder shall indicate on Form AA40 Named Equipment/Material Supplier List with the Bid the following:
 - i. If the materials or supplies are obtained from a SLBE-ELBE manufacturer, the Bidder will receive 100% of the cost of the materials or supplies toward SLBE participation. For the purposes of counting SLBE-ELBE participation, a manufacturer is a firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the Contract and of the general character described by the specifications.

- ii. If the materials or supplies are obtained from a SLBE-ELBE supplier, the Bidder will receive 60% of the cost of the materials or supplies toward SLBE participation. For the purposes of counting SLBE-ELBE participation a Supplier is a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the Contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a supplier, the firm shall be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. A person may be a supplier in such bulk items as petroleum products, steel, cement, gravel, stone, or asphalt without owning, operating, or maintaining a place of business if the person both owns and operates distribution equipment for the products. Any supplementing of the suppliers' own distribution equipment shall be by a long-term lease agreement and shall not be on an ad hoc or contract-by-contract basis.
- iii. If the materials or supplies are obtained from a SLBE-ELBE, which is neither a manufacturer nor a supplier, the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, fees or transportation charges for the delivery of materials or supplies required on a job site will be counted toward SLBE-ELBE participation, provided the fees are reasonable and not excessive as compared with fees customarily allowed for similar services. No portion of the cost of the materials and supplies themselves will be counted toward SLBE-ELBE participation.
- d) If the Bidder is seeking the recognition of SLBE-ELBE Trucking towards achieving any mandatory subcontracting participation level, the Bidder shall indicate it on Form AA35 – List of Subcontractors with the Bid. The following factors will be evaluated in determining the credit to be allowed toward the respective participation level:
 - i. The SLBE-ELBE shall be responsible for the management and supervision of the entire trucking operation for which it is getting credit on a particular Contract and there shall not be a contrived arrangement for the purpose of counting SLBE-ELBE participation.
 - ii. The SLBE-ELBE shall itself own and operate at least 1 fully licensed, insured, and operational truck used on the Contract.

- iii. The SLBE-ELBE receives credit for the total value of the transportation services it provides on the Contract using trucks it owns, insures, and operates using drivers it employs.
- iv. The SLBE-ELBE may lease trucks from another SLBE-ELBE firm including an owner-operator who is certified as a SLBE-ELBE. The SLBE-ELBE who leases trucks from another SLBE-ELBE receives credit for the total value of the transportation services the lessee SLBE-ELBE provides on the contract.
- v. The SLBE-ELBE may also lease trucks from a non-SLBE-ELBE firm, including an owner-operator. The SLBE-ELBE who leases trucks from a non-SLBE-ELBE is entitled to credit for the total value of transportation services provided by non-SLBE-ELBE lessees not to exceed the value of transportation services provided by SLBE-ELBE owned trucks on the contract. Additional participation by non-SLBE-ELBE lessees receive credit only for the fee or commission it receives as a result of the lease arrangement.
- vi. A lease shall indicate that the SLBE-ELBE has exclusive use of and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the SLBE-ELBE so long as the lease gives the SLBE-ELBE absolute priority for use of the leased truck.

D. SLBE-ELBE SUBCONTRACTOR PARTICIPATION PERCENTAGES.

- 1. Contracts valued at \$1,000,000 and above will be considered Major Public Works Contracts and will include a mandatory Subcontractor participation requirement for SLBE–ELBE firms.
 - a) The Bidder shall achieve the mandatory Subcontractor participation requirement or demonstrate GFE.
 - b) The Bidders shall indicate the participation on Forms AA35 List of Subcontractors and AA40 - Named Equipment/Material Supplier List as applicable regardless of the dollar value.
 - c) An SLBE-ELBE Bidder may count its own participation toward achieving the mandatory goal as long as the SLBE-ELBE Bidder performs 51% of the Contract Price.
- 2. Contracts Valued over \$500,000 and under \$1,000,000 will also be considered Major Public Works Contracts and will include the mandatory subcontractor participation requirements described above and the following:
 - a) 5% bid discount for SLBE-ELBE firms.
 - b) Non-certified Contractor will receive 5% bid discount if they achieve the specified mandatory Subcontracting participations.

- c) Bid discounts shall not apply if the award will result in a total contract cost of \$50,000 in excess of the apparent lowest Bid.
- d) In the event of a tie bid between a SLBE-ELBE Bidder and a non-SLBE-ELBE Bidder, the SLBE-ELBE Bidder will be awarded the Contract.
- e) In the event of a tie bid between a discounted Bid and a nondiscounted Bid, the discounted Bid will be awarded the Contract.
- 3. Contracts valued over \$250,000 up to \$500,000 will be considered Minor Public Works Contracts and will be awarded through a competitive Bid process open only to City certified SLBE-ELBE firms. If there are no bidders or no responsible bidders, the Contract will be made available to all Bidders and will be subject to requirements listed in items 1 and 2 for Major Public Works Contracts above.
- 4. Contracts valued at \$250,000 and below will also be considered Minor Public Works Contracts and will be awarded through a competitive bid process open only to City certified ELBEs unless there are less than 2 firms available at which it will be awarded through a competitive process open only to the City certified SLBE-ELBE firms. If there are no bidders or no responsible bidders, the Contract will be made available to all Bidders and subject to requirements listed in items 1 and 2 for Major Public Works Contracts above.

E. JOINT VENTURES.

- 1. The City may allow for Joint Venture bid discounts on some Contracts. Contracts that allow for Joint Venture bid discounts will be designated in Bid documents. A firm that is bidding or competing for City Contracts may partner with a certified SLBE or ELBE to compete for Contracts as a Joint Venture.
- 2. A Joint Venture shall be between two entities with the same discipline or license as required by the City. Joint ventures will receive bid discounts depending on the SLBE or ELBE percentage of participation. To be eligible for a discount, a Joint Venture Agreement shall be approved by the City at the time of Bid submittal. The maximum allowable discount shall be 5%. The parties shall agree to enter in the relationship for the life of the projects.
- 3. Joint Venture shall submit a Joint Venture Management Plan, a Joint Venture Agreement, or both at least 2 weeks prior to the Bid due date. Copies of the Joint Venture applications are available upon request to the Contract Specialist. Each agreement or management plan shall include the following:
 - a) Detailed explanation of the financial contribution for each partner.
 - b) List of personnel and equipment used by each partner.
 - c) Detailed breakdown of the responsibilities of each partner.
 - d) Explanation of how the profits and losses will be distributed.
 - e) Description of the bonding capacity of each partner.
 - f) Management or incentive fees available for any one of the partners (if any).

- 4. Each Joint Venture partner shall perform a Commercially Useful Function. An SLBE or ELBE that relies on the resources and personnel of a non-SLBE or ELBE firm will not be deemed to perform a Commercially Useful Function.
- 5. Each Joint Venture partner shall possess licenses appropriate for the discipline for which a proposal is being submitted. If a Joint Venture is bidding on a single trade project, at the time of bid submittal, each Joint Venture partner shall possess the requisite specialty license for that trade bid.
- 6. The SLBE or ELBE partner shall clearly define the portion of the Work to be performed. This Work shall be of the similar type of Work the SLBE or ELBE partner performs in the normal course of its business. The Joint Venture Participation Form shall specify the Bid items to be performed by each individual Joint Venture partner. Lump sum Joint Venture participation shall not be acceptable.
- 7. Responsibilities of the SLBE or ELBE Joint Venture Partner:
 - a) The SLBE or ELBE partner shall share in the control, management responsibilities, risks and profits of the Joint Venture in proportion with the level of participation in the project.
 - b) The SLBE or ELBE partner shall perform Work that is commensurate with its experience.
 - c) The SLBE or ELBE partner shall use its own employees and equipment to perform its portion of the Work.
 - d) The Joint Venture as a whole shall perform Bid items that equal or exceed 50% of the Contract Price, excluding the cost of manufactured items, in order to be eligible for a Joint Venture discount.

F. MAINTAINING PARTICIPATION LEVELS.

- 1. Credit and preference points are earned based on the level of participation proposed prior to the award of the Contract. Once the Project begins you shall achieve and maintain the SLBE-ELBE participation levels for which credit and preference points were earned. You shall maintain the SLBE-ELBE percentages indicated at the Award of Contract and throughout the Contract Time.
- 2. If the City modifies the original Scope of Work, you shall make reasonable efforts to maintain the SLBE-ELBE participation for which creditor preference points were earned. If participation levels will be reduced, approval shall be received from the City prior to making changes.
- 3. You shall notify and obtain written approval from the City in advance of any reduction in subcontract scope, termination, or substitution for a designated SLBE-ELBE Subcontractor. Failure to do so shall constitute a material breach of the Contract.
- 4. If you fail to maintain the SLBE-ELBE participation listed at the time the Contract is awarded and have not received prior approval from the City, the

City may declare you in default and will be considered grounds for debarment under Chapter 2, Article 2, Division 8, of the San Diego Municipal Code.

G. SUBCONTRACTING EFFORTS REVIEW AND EVALUATION.

- 1. Documentation of your subcontracting efforts will be reviewed by EOCP to verify that you made subcontracting opportunities available to a broad base of qualified Subcontractors, negotiated in good faith with interested Subcontractors, and did not reject any bid for unlawful discriminatory reasons. The EOCP review is based on the federal "Six Good Faith Efforts" model.
- 2. The GFEs are required methods to ensure that all ELBE and SLBE firms have had the opportunity to compete for the City's Public Works procurements. The Six Good Faith Efforts, also known as affirmative steps, attract and utilize ELBE and SLBE firms:
 - a) Ensure ELBE firms are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities.
 - b) Make information of forthcoming opportunities available to SLBE-ELBE firms and arrange time for Contracts and establish delivery schedules, where requirements permit, in a way that encourages and facilitates participation by SLBE-ELBE firms in the competitive process. This includes posting solicitations for Bids or proposals to SLBE-ELBE firms for a minimum of 10 Working Days before the Bid or Proposal due date.
 - c) Consider in the contracting process whether firms competing for large Contracts could subcontract with SLBE-ELBE firms.
 - d) Encourage contracting with a consortium of ELBE-SLBE firms when a Contract is too large for one of these firms to handle individually.
 - e) Use the services and assistance of the City's EOC Office and the SLBE-ELBE Directory.
 - f) If you award subcontracts, require your Subcontractors to take the steps listed above.

H. GOOD FAITH EFFORT DOCUMENTATION.

 If the specified SLBE-ELBE Subcontractor participation percentages are not met, you shall submit information necessary to establish that adequate GFEs were taken to meet the Contract Subcontractor participation percentages. See the City's document titled "Small Local Business (SLBE) Program, INSTRUCTIONS FOR BIDDERS COMPLETING THE GOOD FAITH EFFORT SUBMITTAL." The instructions for completing the good faith effort submittal can be found on the City's website:

https://www.sandiego.gov/sites/default/files/legacy/eoc/pdf/slbegfeinst.pdf

I. SUBCONTRACTOR SUBSTITUTION.

1. Evidence of fraud or discrimination in the substitution of Subcontractors will result in sanctions including assessment of penalty fines, termination of Contract, or debarment. This section does not replace applicable California Public Contract Code.

J. FALSIFICATION OF SUB-AGREEMENT AND FRAUD.

1. Falsification or misrepresentation of a sub-agreement as to company name, Contract amount or actual Work performed by Subcontractors, or any falsification or fraud on the part your submission of documentation and forms pursuant to this program, will result in sanctions against you including assessment of penalty fines, termination of the Contract, or debarment. Instances of falsification or fraud which are indicative of an attempt by you to avoid subcontracting with certain categories of Subcontractors on the basis of race, gender, gender expression, gender identity, religion, national origin, ethnicity, sexual orientation, age, or disability shall be referred to the Equal Opportunity Contracting Program's Investigative Unit for possible violations of Article 2, Division 35 of the City Administrative Code, §§22.3501 et seq. (Nondiscrimination in Contracting).

K. RESOURCES.

1. The current list of certified SLBE-ELBE firms and information for completing the GFE submittal can be found on the City's EOC Department website:

http://www.sandiego.gov/eoc/programs/slbe.shtml

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 date of the previous wage rate. If the last of such predetermined wage rates expires during the life of this Contract, such wage rate shall apply to the balance of the Contract.
 - **1.2. Penalties for Violations.** Contractor and its subcontractors shall comply with California Labor Code section 1775 in the event a worker is paid less than the prevailing wage rate for the work or craft in which the worker is employed. This shall be in addition to any other applicable penalties allowed under Labor Code sections 1720 1861.

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

shall not be qualified to bid on, be listed in a bid or proposal, subject to the requirements of section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, unless currently registered and qualified to perform public work pursuant to Labor Code section 1725.5 It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

- **1.9.1.** A Contractor's inadvertent error in listing a subcontractor who is not registered pursuant to Labor Code section 1725.5 in response to a solicitation shall not be grounds for filing a bid protest or grounds for considering the bid non-responsive provided that any of the following apply: (1) the subcontractor is registered prior to bid opening; (2) within twenty-four hours after the bid opening, the subcontractor is registered and has paid the penalty registration fee specified in Labor Code section 1725.5; or (3) the subcontractor is replaced by another registered subcontractor pursuant to Public Contract Code section 4107.
- **1.9.2.** By submitting a bid or proposal to the City, Contractor is certifying that he or she has verified that all subcontractors used on this public work project are registered with the DIR in compliance with Labor Code sections 1771.1 and 1725.5, and Contractor shall provide proof of registration for themselves and all listed subcontractors to the City at the time of bid or proposal due date or upon request.
- **1.10. Stop Order.** For Contractor or its subcontractors engaging in the performance of any public work contract without having been registered in violation of Labor Code sections 1725.5 or 1771.1, the Labor Commissioner shall issue and serve a stop order prohibiting the use of the unregistered contractors or unregistered subcontractor(s) on ALL public works until the unregistered contractor or unregistered subcontractor(s) is registered. Failure to observe a stop order is a misdemeanor.
- **1.11. List of all Subcontractors.** The Contractor shall provide the list of subcontractors (regardless of tier), along with their DIR registration numbers, utilized on this Contract prior to any work being performed; and the Contractor shall provide a complete list of all subcontractors with each invoice. Additionally, Contractor shall provide the City with a complete list of all subcontractors (regardless of tier) utilized on this contract within ten working days of the completion of the contract, along with their DIR registration numbers. The City shall withhold final payment to Construction Management Professional until at least thirty (30) days after this information is provided to the City.
- **1.12. Exemptions for Small Projects.** There are limited exemptions for installation, alteration, demolition, or repair work done on projects of \$25,000 or less. The Contractor shall still comply with Labor Code sections 1720 et. seq. The only recognized exemptions are listed below:
 - **1.12.1.** Registration. The Contractor will not be required to register with the DIR for small projects. (Labor Code section 1771.1).

- **1.12.2.** Certified Payroll Records. The records required in Labor Code section 1776 shall be required to be kept and submitted to the City of San Diego, but will not be required to be submitted online with the DIR directly. The Contractor will need to keep those records for at least three years following the completion of the Contract. (Labor Code section 1771.4).
- **1.12.3.** List of all Subcontractors. The Contractor shall not be required to hire only registered subcontractors and is exempt from submitting the list of all subcontractors that is required in section 1.11 above. (Labor code section 1773.3).

ATTACHMENT E

SUPPLEMENTARY SPECIAL PROVISIONS

SUPPLEMENTARY SPECIAL PROVISIONS

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

- 1. The **2021 Edition** of the Standard Specifications for Public Works Construction (The "GREENBOOK").
- 2. The **2021 Edition** of the City of San Diego Standard Specifications for Public Works Construction (The "WHITEBOOK"), including the following:
 - a) General Provisions (A) for all Construction Contracts.

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

1-2 TERMS AND DEFINITIONS. To the "WHITEBOOK", item 55, "Normal Working Hours", ADD the following:

The **Normal Working Hours** are **9:30 PM** to **5:00 AM** unless specify otherwise on traffic control plans 41208-T1-D to 41208-T77-D.

SECTION 2 - SCOPE OF THE WORK

2-2 **PERMITS, FEES, AND NOTICES.** To the "WHITEBOOK", ADD the following:

- 2. The City will obtain, at no cost to you, the following permits:
 - a) MTS Right of Way Entry.

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.
- **3-8.7 Contractor's Quality Control Plan (QCP).** To the "WHITEBOOK", ADD the following:
 - 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 Plan Inspection Report.

3-9 TECHNICAL STUDIES AND SUBSURFACE DATA. To the "WHITEBOOK", ADD the following:

- 5. In preparation of the Contract Documents, the designer has relied upon the following reports of explorations and tests at the Work Site:
 - a) Approximate Boring Locations for Sewer and AC Water Group 793 report.
 - b) Sewer & Water Group 793 Coring Report.
 - c) Sewer & AC Water Group 793 Geotechnical Report.
- 6. The reports listed above are available for review at the following link:

https://drive.google.com/drive/folders/1Ux5Cl_aBhmGpyL_9IZX2dg-64bw8i5RP?usp=sharing

3-15.3 Coordination. To the "WHITEBOOK", ADD the following:

- Other adjacent City projects are scheduled for construction for the same time period in the vicinity of the project. See Appendix F Adjacent Projects Maps for the approximate location. Coordinate the Work with the adjacent projects as listed below:
 - a) Sewer & AC Water Group 793A, Project Manager: Jaime Ramos (619) 533-5103
 - b) Sewer & AC Water Group 794, Project Manager: Alex Sleiman (619) 533-7588
 - c) Imperial Bikeway, Project Manager: Madai Parra (619) 699-1924

4-6 TRADE NAMES. To the "WHITEBOOK", ADD the following:

11. You shall submit your list of proposed substitutions for an "equal" item **no later than 5 Working Days after issuance of the Notice of Intent to Award** 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 and defense duties set forth in the Contract.

5-4.1 Policies and Procedures.

- 1. You shall procure the insurance described below, at your 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 as required by this Contract and at all times thereafter when you are correcting, removing, or replacing Work in accordance with this Contract. Your duties under the Contract, including your indemnity obligations, are not limited to the insurance coverage required by this Contract.
- 4. If you maintain broader coverage or higher limits than the minimums shown below, City requires and shall be entitled to the broader coverage or the higher limits maintained by you. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City.
- 5. Your payment for insurance shall be included in the Contract Price you bid. You are not entitled to any additional payment from the City to cover your insurance, unless the City specifically agrees to payment in writing. Do not begin any Work under this Contract or allow any Subcontractors to begin work, until you have provided, and the City has approved, all required insurance.
- 6. Policies of insurance shall provide that the City is entitled to 30 days advance written notice of cancellation or non-renewal of the policy or 10 days advance written notice for cancellation due to non-payment of premium. Maintenance of specified insurance coverage is a material element of the Contract. Your failure to maintain or renew coverage and 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 General Liability Insurance.

- 1. Commercial General Liability Insurance shall be written on the current version of the ISO Occurrence form CG 00 01 07 98 or an equivalent form providing coverage at least as broad.
- 2. The policy shall cover liability arising from premises and operations, XCU (explosions, underground, and collapse), independent contractors, products/completed operations, personal injury and advertising injury, bodily injury, property damage, and liability assumed under an insured's contract (including the tort liability of another assumed in a business contract).

- 3. There shall be no endorsement or modification limiting the scope of coverage for either "insured vs. insured" claims or contractual liability. You shall maintain the same or equivalent insurance for at least 10 years following completion of the Work.
- 4. All costs of defense shall be outside the policy limits. Policy coverage shall be in liability limits of not less than the following:

General Annual Aggregate Limit	Limits of Liability
Other than Products/Completed Operations	\$10,000,000
Products/Completed Operations Aggregate Limit	\$10,000,000
Personal Injury Limit	\$5,000,000
Each Occurrence	\$5,000,000

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 Workers' Compensation Insurance and Employers Liability Insurance.

- 1. In accordance with the provisions of California Labor Code section 3700, 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 this requirement.
- 2. Statutory Limits shall be provided for Workers' Compensation Insurance as required by the state of California, and Employer's Liability Insurance with limits of no less than \$1,000,000 per accident for bodily injury or disease.
- 3. By signing and returning the Contract, you certify that you are aware of the provisions of California's Workers' Compensation laws, including Labor Code section 3700, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance, and that you will comply with these provisions before commencing the Work..

5-4.2.4 Contractors Pollution Liability Insurance.

1. You shall procure and maintain at your expense or require your Subcontractor, as described below, to procure and maintain Contractors

Pollution Liability Insurance applicable to the Work being performed, with a limit no less than \$2,000,000 per claim or occurrence and \$4,000,000 aggregate per policy period of one year.

- 2. All costs of defense shall be outside the limits of the policy.
- 3. You shall obtain written approval from the City for any insurance provided by your Subcontractor instead of you.
- 4. 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 unless the City has provided prior, written approval.
- 5. Occurrence based policies shall be procured before the Work commences. 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.

5-4.2.5 Contractors Hazardous Transporters Pollution Liability Insurance.

- 1. You shall procure and maintain at your expense or require your Subcontractor, as described below, to procure and maintain 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 no less than \$2,000,000 limit per occurrence and \$4,000,000 aggregate per policy period of one year.
- 2. All costs of defense shall be outside the limits of the policy.
- 3. You shall obtain written approval from the City from any insurance provided by a Subcontractor instead of you..
- 4. To obtain City approval of a Subcontractor's insurance coverage in lieu of the Contractor's insurance, the Contractor shall certify that all activities under the Contractor's Hazardous Transporters Pollution Liability Insurance will be performed exclusively by the Subcontractor providing the insurance. The deductible shall not exceed \$25,000 per claim without prior approval of the City
- 5. Occurrence based policies shall be procured before the Work commences. 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.

5-4.2.7 Railroad Protective Liability Insurance. Exclusions relating to performance of operations within the vicinity of any railroad, bridge, trestle, roadbed, tunnel, underpass, or cross shall be deleted from all policies to which they may apply. Alternatively, you may provide separate Railroad Protective Liability insurance providing coverage, including endorsements, equivalent to that required for the CGL described herein.

5-4.2.8 Architects and Engineers Professional Insurance (Errors and Omissions Insurance).

- 1. For Contracts with required engineering services, including <u>Design-Build</u> and preparation of engineered Traffic Control Plans (TCP) by you, you shall keep or require all of your employees and Subcontractors, who provide professional engineering services under Contract, to provide to the City proof of Professional Liability coverage with a limit of no less than **\$1,000,000** per claim and **\$2,000,000** aggregate per policy period of one year.
- 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 three years after completion of the Project or termination of the 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 here.
- **5-4.3 Rating Requirements.** Except for the State Compensation Insurance Fund, all insurance required by this Contract 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 of California, 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 of California 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 in this Contract.

5-4.4 Evidence of Insurance. You shall furnish the City with original Certificates of Insurance, including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause), prior to your commencement of Work under this Contract. In addition, The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time.

5-4.5 Policy Endorsements.

5-4.5.1 Commercial General Liability Insurance.

- **5-4.5.1.1** Additional Insured. To the fullest extent permitted by law and consistent with the limiting provisions set forth at California Civil Code section 2782, California Insurance Code section 11580.04, and any applicable successor statutes limiting indemnification of public agencies that bind the City, the policy or policies shall be endorsed to include as an Additional Insured the City and its respective elected officials, officers, employees, agents, and representatives, with respect to liability arising out of:
 - i. Ongoing operations performed by you or on your behalf,
 - ii. your products,
 - iii. your work, e.g., your completed operations performed by you or on your behalf, or
 - iv. 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 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 to the aggregate limit provided for the products-completed operations hazard.
- 5-4.5.2 Workers' Compensation Insurance and Employers Liability Insurance.
- **5-4.5.2.1 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.

5-4.5.3 Contractors Pollution Liability Insurance Endorsements.

- **5-4.5.3.1** Additional Insured. To the fullest extent permitted by law and consistent with the limiting provisions set forth at California Civil Code section 2782, California Insurance Code section 11580.04, and any applicable successor statutes limiting indemnification of public agencies that bind the City, the policy or policies shall be endorsed to include as an Additional 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.
- **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 of the selected officials, 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. To the fullest extent permitted by law and consistent with the limiting provisions set forth at California Civil Code section 2782, California Insurance Code section 11580.04, and any applicable successor statutes limiting indemnification of public agencies that bind the City, the policy or policies shall be endorsed to include as an Additional 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.

- **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 of the selected officials, 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 disclose deductibles and selfinsured retentions to the City at the time the evidence of insurance is provided. The City may require you to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.
- **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, in writing, 30 days prior to any material change to the policies of insurance provided under this Contract. This written notice is in addition to the requirements of paragraph 8 of Section 5-4.1. Policies of insurance shall provide that the City is entitled to 30 days advance written notice of cancellation or non-renewal of the policy or 10 days advance written notice for cancellation due to non-payment of premium. Maintenance of specified insurance coverage is a material element of the Contract. Your failure to maintain or renew coverage and to provide evidence of renewal during the term of the Contract may be treated by the City as a material breach of the Contract.
- **5-4.9 Excess Insurance.** Policies providing excess coverage shall follow the form of the primary policy or policies, including, all endorsements.

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

1. In accordance with the provisions of §3700 of the California Labor Code, you shall provide at your expense Workers' Compensation Insurance and Employers Liability Insurance to protect you against all claims under applicable

state workers compensation laws. The City, its elected officials, and employees will not be responsible for any claims in law or equity occasioned by your failure to comply with the requirements of this section.

2. Limits for this insurance shall be not less than the following:

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

- 3. By signing and returning the Contract you certify that you are aware of the provisions of §3700 of the Labor Code which requires every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code and you shall comply with such provisions before commencing the Work as required by §1861 of the California Labor Code.
- **5-4.11.1 Waiver of Subrogation.** The policy or policies shall be endorsed to provide that the insurer will waive all rights of subrogation against the City and its respective elected officials, officers, employees, agents, and representatives for losses paid under the terms of the policy or policies and which arise from Work performed by the Named Insured for the City.

ADD:

5-10.1.3 Weekly Updates Recipients.

1. Submit a weekly correspondence with updates, traffic control issues and locations, lane closures, and any other pertinent information (with additional contact names given during award process) to the following recipients:

Sheila Bose, Senior Engineer, <u>SBose@sandiego.gov</u>

Kyle Nelson, Project Engineer, <u>KINelson@sandiego.gov</u>

Resident Engineer, TBA, XXX@sandiego.gov

5-10.3 Exclusive Community Liaison Services. To the "WHITEBOOK", ADD the following:

2. You shall retain an Exclusive Community Liaison for the Project that shall implement Work in accordance with the specifications described in 5-10.2 "Community Outreach Services" and 5-10.3 "Exclusive Community Liaison Services".

SECTION 6 - PROSECUTION AND PROGRESS OF THE WORK

6-1.1 Construction Schedule. To the "WHITEBOOK", ADD the following:

- 3. Refer to the Sample City Invoice materials in **Appendix D Sample City Invoice** and use the format shown.
- **6-1.2.1 Construction Phasing.** To the "WHITEBOOK", ADD the following:
 - 3) All construction work related to plan sheets 3, 6, 9, 17 shall be completed last. Contractor should make arrangements through the Resident Engineer to coordinate activities in areas with SDG&E conflicts.

ADD:

6-6.1.1 Environmental Document.

- The City of San Diego has prepared an Addendum to Mitigated Negative Declaration for Sewer and AC Water Group 793, Project No. 663265, and a Notice of Determination for 25th Street Striping Improvement bid alternate as reference in the contract appendix. You shall comply with all requirements of the Addendum to Mitigated Negative Declaration and Notice of Determination 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

- **7-3.11 Compensation Adjustments for Price Index Fluctuations.** To the "WHITEBOOK", ADD the following:
 - 5. This Contract is not subject to the provisions of the "WHITEBOOK" for Compensation Adjustments for Price Index Fluctuations for paving asphalt.

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 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: 41208-24-D through 41208-25-D
 - b) Phase II: 41208-26-D

SECTION 402 – UTILITIES

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

SECTION 1001 – CONSTRUCTION BEST MANAGEMENT PRACTICES (BMPs)

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

SUPPLEMENTARY SPECIAL PROVISIONS

APPENDICES

APPENDIX A

ADDENDUM TO MITIGATED NEGATIVE DECLARATION/NOTICE OF DETERMINATION

An addendum to the Mitigated Negative Declaration was prepared for this project pursuant to the

The project in its approved form \underline{x} will, ___will not, have a significant effect on the environment.

This is to advise that the City Council on December 9, 2013 approved the above described project and made the

X An Environmental Impact Report was prepared for this project and certified pursuant to the provisions of

A Mitigated Negative Declaration was prepared for this project pursuant to the provisions of CEQA.

provisions of CEOA.

following determinations: R-308596

Record of project approval may be examined at the address above.

- Mitigation measures X were, were not, made a condition of the approval of the project. 3.
- EIR Findings X were, ____ were not, made pursuant to CEQA Guidelines Section 15091. 4.
- 5. EIR Findings A Statement of Overriding Considerations X was, ____ was not, adopted for this project.

It is hereby certified that the final environmental report, including comments and responses, is available to the general public at the office of the Land Development Review Division, Fifth Floor, City Operations Building, 1222 First Avenue, San Diego, CA 92101.

Jeffrey Szymanski Analyst:

Telephone:	(619) 446-5324	8_
Filed by:	Dog alle >	Jab
	Signature Jeannette	I. Santos
	Deputy Clerk	
	Title	

Reference: California Public Resources Code, Sections 21108 and 21152.

NOTICE OF DETERMINATION

FROM: City of San Diego

Development Services Department 1222 First Avenue, MS 501 FILED San Diego, CA 92101 Ernest J Dronenburg, Jr., Recorder County Clerk

Office of Planning and Research 1400 Tenth Street, Room 121 Sacramento, CA 95814

P.O. Box 1750, MS A33

1600 Pacific Hwy, Room 260

San Diego, CA 92101-2422

X Recorder/County Clerk

Project Title: Bicycle Master Plan Update

Project Number: 290781

Avenue San Diego, CA 92101.

Project Location: City Wide

and provide health benefits

CEOA.

1. 2. 130208

Project Applicant: City of San Diego, Planning Division, Contact Melissa Garcia (619) 236-6173 MS 413 1222 First

Project Description: The proposed project is the update of the City's 2002 BMP. The 2002 BMP is a policy document that addressed issues such as bikeway planning, community involvement, facility design, bikeway classifications, utilization of existing resources, multi-modal integration, safety and education, support facilities, implementation, maintenance and funding strategies. It had four goals: (1) to promote bicycle transportation, making bicycle travel an integral part of daily life in San Diego, particularly for trips of less than five miles; (2) to increase bicycle transportation by aiming for a 10 percent bicycling mode share of all utilitarian trips by the 2020; (3) to improve the local and regional bikeway network with an integrated system of bicycle lanes, routes and paths and support facilities; and (4) to increase the benefits of bicycling by implementing a network of bicycle facilities that would reduce vehicle use, improve air quality,

DEC 13 2013 _{ву} G. Meza

TO:

State	Cleari	nghouse	Number:	2012061075

FILED IN THE OFFICE OF THE COUNTY CLERK
San Diego County on DEC 1 3 2013 DEC 1 3 2013 Posted DEC 1 3 2013
Posted DEC 13 2013 Removed JAN 13 2014
Returned to agency on JAN 1 3 2014
Returned to agency on JAN 13 2014 Deputy G. Meza

C. Meza

State of California—The Resources Agency DEPARTMENT OF FISH AND WILDLIFE					
2013 ENVIRONMENTAL FILING FE	E CASH RECEIPT		ECEIPT# D2013 1044	4	
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CITY OF SAN DIEGO DEVELOPMENT SERVICES DEF COUNTY/STATEAGENCY OF FILING	ARIMENT				2/13/2013 OCUMENTNUMBER
SAN DIEGO					20130208*
PROJECTTITLE BICYCLE MASTER PLAN UPDATE	малананан				
PROJECTAPPLICANTNAME					HONENUMBER
CITY OF SAN DIEGO, PLANNING DIVISION PROJECTAPPLICANTADDRESS	CITY		STATE		619) 236-6173 IPCODE
1222 FIRST AVENUE	SAN DIEGO		CA		2101
PROJECT APPLICANT (Check appropriate box):					
Local Public Agency School District	Other Special District		State Agency		Private Entity
CHECK APPLICABLE FEES:					
Environmental Impact Report			\$2,995.25	\$	\$2,995.25
Negative Declaration			\$2,156.25	\$	
Application Fee Water Diversion (State Water Resources	s Control Board Only)		\$850.00	\$	
Projects Subject to Certified Regulatory Program			\$1,018.50	\$	· .
County Administrative Fee		•	\$50.00	\$	\$50.00
Project that is exempt from fees	130208				
Notice of Exemption					
DFG No Effect Determination (Form Attached)					
Other				\$	
PAYMENT METHOD:					
Cash Credit Check Other CHK:	0001274224	TOTAL	RECEIVED	\$	\$3,045.25
GINATURE	· · · · · · · · · · · · · · · · · · ·	TITLE			
G. Meza		Deputy			
G. Meza			21/28/2010-2011-2011-2011-2011-2011-2011-2011		
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ADDENDUM TO MITIGATED NEGATIVE DECLARATION

THE CITY OF SAN DIEGO

Project No. 663265 Addendum to MND No. 255100 SCH No. 2011091045

SUBJECT: Sewer and AC Water Group Job 793: The proposed scope of work would include replacement of approximately 9,449 linear feet (LF) of sewer mains and services, installation of approximately 1,134 LF of Polyvinyl Chloride (PVC) sewer mains, and abandonment of approximately 460 linear feet of vitrified clay (VC) sewer mains. Nineteen new sewer manholes and 288 new lateral cleanouts will be installed. The project would also include replacement of approximately 1,768 linear feet of asbestos cement (AC) water pipes with PVC pipes, installation of approximately 154 LF of new PVC water mains, and abandonment of approximately 154 LF of AC water mains. Forty water services would be reconnected, and four fire hydrants would be replaced. The project would also include the following improvements: installation of curb ramps, alley apron and cross gutter, slurry seal, street resurfacing, and diagonal striping. The entire project is generally bounded by 19th Street to the west, Island Avenue to the north, 26th street to the east, and Commercial Street to the south. This work would occur within right-of-way and private property, outside of the Coastal Zone, within the Southeastern San Diego Community Plan Area, in Council District 8. APPLICANT: City of San Diego Public Works Department

I. SUMMARY OF PROPOSED PROJECT

Sewer Improvements

The proposed scope of work would include replacement via open trench, a total of 9,449 linear feet of existing 6-inch and 8-inch diameter vitrified clay sewer (VC) and concrete pipe (CP) sewer mains with 8-inch, 10-inch, and 12-inch diameter new polyvinyl chloride (PVC) sewer mains. Of this total, 1,015 linear feet of PVC sewer main would be shifted 2 to 2.7 feet from the current alignment of the existing sewer mains. Of this total, 2,725 linear feet of PVC sewer mains would be installed within the same alignment and at same or shallower depths as the existing sewer mains. Of this total, 6,723 linear feet of PVC sewer mains would be installed at depths deeper than existing, ranging from 9 to 16.5 feet. Furthermore, the proposed project includes the reconnection of 288 sewer laterals via open trench with depths ranging from approximately 4 to 10 feet. Thirty-three manholes would be replaced-in-place via open trench ranging from 5 to 16 feet.

The proposed scope of work would also include installation, via open trench, a total of 1,134 linear feet of new 8-inch, 10-inch, and 12-inch PVC sewer mains at depths ranging from 5 to 11 feet. Nineteen new manholes would be installed via open trench at depths ranging from 5 to 11 feet. The installation of 288 new lateral cleanouts via open trench at depths ranging from approximately 3 feet to 5 feet is also included.

The maximum depth of excavation for all sewer improvements is approximately 17 feet. Trench widths for sewer improvements would be approximately 3 feet to 5 feet. Sewer manhole improvements would require excavated pits of approximately 10 feet length by 10 feet width.

Two replumbs for the sewer would occur within private properties along 25th Street (north of Imperial Avenue). A replumb agreement between the private property owners and the City will be developed.

The proposed project would also abandon approximately 460 linear feet of 6 inch and 8 inch-diameter/VC-material of existing sewer mains located on L Street, 24th Street, and an alley. Except for one location, all abandonment would occur within paved right-of-way. A single abandonment would occur north of Imperial Avenue, between 25th Street and west of 26th Street on an existing easement. This would require an easement vacation. The easement is owned by Orkin/Thrifty Oil Company. The contractor will fill the abandoned sewer main with slurry.

Water Improvements

The proposed scope of work would include replacement via open trench, a total of 1,768 linear feet of existing 8-inch asbestos cement (AC) water mains with 8-inch diameter and 12-inch diameter new PVC water mains. This replacement would occur within the same alignment and at same or shallower depths of the existing water mains. Additionally, 40 water services would be reconnected, and 4 fire hydrants would be replaced, via open trench with depths ranging from 3 to 5 feet.

The proposed project would also include installation via open trench a total of 154 linear feet of new 12-inch diameter PVC water mains at depths ranging from 4.5 to 5 feet. Approximately 154 linear feet of 8-inch AC water mains would also be abandoned.

Street Improvements

The project would also include the following improvements: installation of curb ramps, alley apron and cross gutter, slurry seal, street resurfacing, and diagonal striping.

More specific descriptions of construction methods are as follows:

Open Trenching: The open trench method of construction will be used for complete replacement portions of the Project. Trenches for the water and sewer mains are typically 3 feet to 5 feet wide and are dug with excavators and similar large construction equipment. All trenching work would occur within the public right-of-way except for two sewer replumbs. Trench widths for the water services will be approximately 1 foot. Trench widths for the fire

hydrants will be approximately 5 feet by 5 feet. Trench widths for the sewer lateral cleanouts will be approximately 1 foot to 2 feet. The replacement of existing manholes and installation of new manholes would be performed through 10-foot by 10-foot trenches.

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. Contractor will fill abandoned sewer main with slurry.

II. ENVIRONMENTAL SETTING

The *Sewer and AC Water Group Job 793* project is located within the Southeastern San Diego Community Plan area (Council District 8). The entire project is generally bounded by 19th Street to the west, Island Avenue to the north, 26th street to the east, and Commercial Street to the south. This work would occur within right-of-way as well as private property with the following zoning: RS-1-1, RX-1-1, CN-1-3, CN-1-4, CN-1-3, RM-1-1, RM-3-7 (Single- and Multi-Family Residential and Neighborhood Commercial). The project is not located in the Coastal Zone or the Multi-Habitat Planning Area (MHPA). The project would affect the following streets: 19th Street, J Street, 20th Street, 21st Street, 22nd Street, L Street, Imperial Avenue, 24th Street, Commercial Street, Island Avenue, K Street, 25th Street, and alleys.

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 rightof-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.

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 applicant submitted "Sewer & AC Water Group Job 793 Archaeological Resources Report Form" prepared by Helix Environmental Planning, Inc. April 2020 (Archaeology Report). The Archaeological Report indicates the area is highly sensitive for buried historic-period resources. In addition, the project area is mapped on City files as an archaeologically sensitive area. As such, it is recommended that all initial ground-disturbing activities within newly excavated trenches be monitored by a qualified archaeologist, following the measures in the City's standard Mitigation Monitoring and Reporting Program for Historical Resources (Archaeology). These measures are 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 rightof-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 not located within the boundaries of any historic district or historic sites. 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

The project would not conflict with any applicable land use plan, policy, or regulation of an agency with jurisdiction over the project (including but not limited to the general plan, specific plan, local coastal program, or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect. The project is not within or adjacent to the MHPA. Thus, no impact would occur.

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 Paralic Deposits, Unit 6, with a high sensitivity for paleontological resources. Project excavation would exceed 1,000 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 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.

<u>Summary</u>

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 inhouse, a letter of verification from the PI stating that the search was completed.
 - 2. The letter shall introduce any pertinent information concerning expectations and probabilities of discovery during trenching and/or grading activities.
 - 3. The PI may submit a detailed letter to MMC requesting a reduction to the ¼ mile radius.
- B. PI Shall Attend Precon Meetings
 - 1. Prior to beginning any work that requires monitoring; the Applicant shall arrange a Precon Meeting that shall include the PI, Native American consultant/monitor (where

Native American resources may be impacted), Construction Manager (CM) and/or Grading Contractor, Resident Engineer (RE), Building Inspector (BI), if appropriate, and MMC. The qualified Archaeologist and Native American Monitor shall attend any grading/excavation related Precon Meetings to make comments and/or suggestions concerning the Archaeological Monitoring program with the Construction Manager and/or Grading Contractor.

- a. If the PI is unable to attend the Precon Meeting, the Applicant shall schedule a focused Precon Meeting with MMC, the PI, RE, CM or BI, if appropriate, prior to the start of any work that requires monitoring.
- 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
 - 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. <u>The Construction Manager is</u> 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 <u>that</u> may reduce or increase the potential for resources to be present.
- 4. The archaeological and Native American consultant/monitor shall document field activity via the Consultant Site Visit Record (CSVR). The CSVR's shall be emailed by the CM to the RE the first day of monitoring, the last day of monitoring, monthly (<u>Notification of Monitoring Completion</u>), and in the case of ANY discoveries. The RE shall forward copies to MMC.
- B. Discovery Notification Process
 - 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 Bl, 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 Rightof-Way, if the deposit is limited in size, both in length and depth; the information value is limited and is not associated with any other resource; and there are no unique features/artifacts associated with the deposit, the discovery should be considered not significant.
 - (2). Note, for Pipeline Trenching and other linear projects in the public Right-of-Way, if significance 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. <u>Night and/or Weekend Work</u>

- 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
 - 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. <u>It</u> <u>should be noted that if the PI is unable to submit the Draft Monitoring Report within</u> <u>the allotted 90-day timeframe as a result of delays with analysis, special study results</u> <u>or other complex issues, a schedule shall be submitted to MMC establishing agreed</u>

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.
- 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.

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 <u>www.sandiego.gov/ceqa</u>, or purchased for the cost of reproduction.

Jamie Kennedy, Senior Planner Development Services Department

August 26, 2020 Date of Final Report

Analyst: Jamie Kennedy

Attachments:

Figure 1: Location Map with Aerial Figure 2: Location Map with Project Features Figure 3: Location of Sewer Easement Vacation Mitigated Negative Declaration No. 255100/SCH No. 2011091045

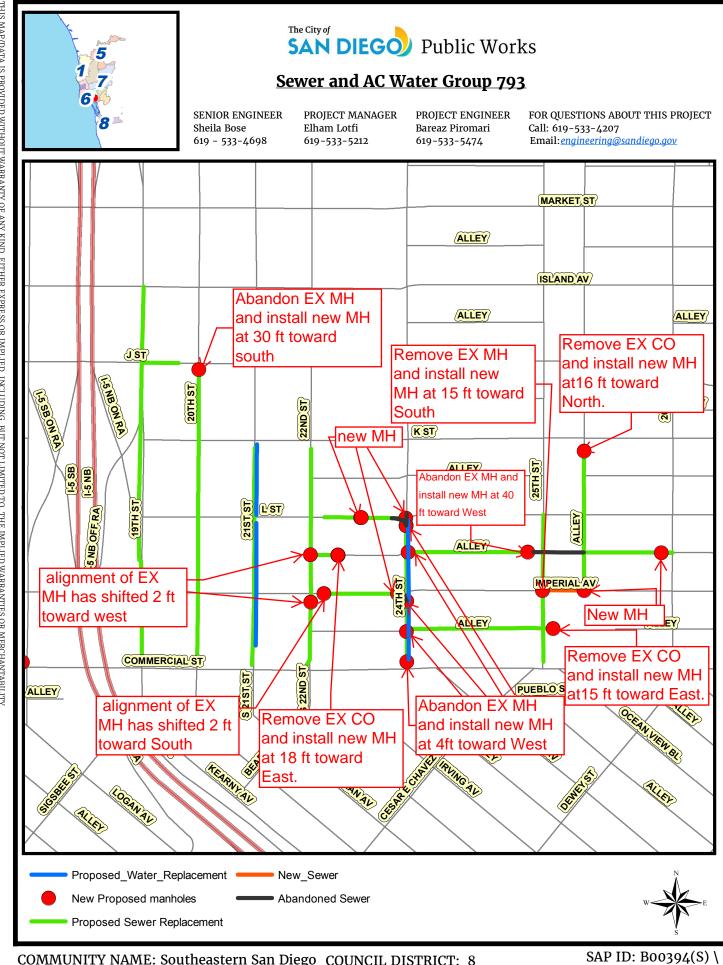
VIII. REFERENCES

City of San Diego, Sewer & AC Water Group 793 100% Design Plans

Helix Environmental Planning, Inc. "Sewer & AC Water Group Job 793 Archaeological Resources Report Form," April 2020.



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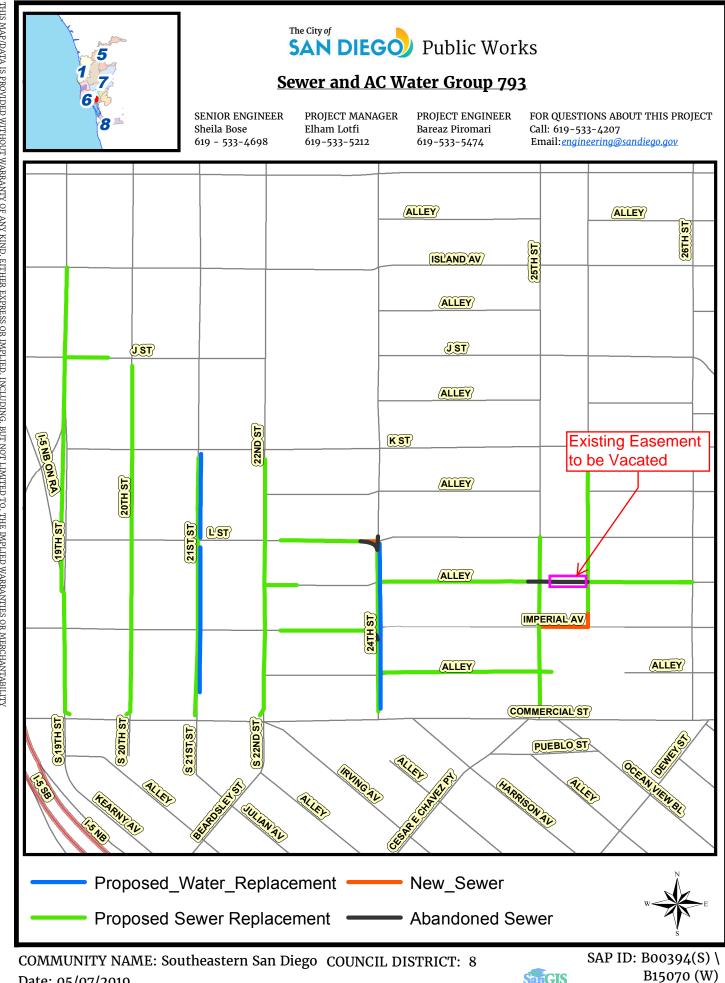
COMMUNITY NAME: Southeastern San Diego COUNCIL DISTRICT: 8

Date: 05/07/2019 Sewer & AC Water Group 793

Appendix A - Addendum to Mitigated Negative Declaration/Notice of Determination

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Date: 05/07/2019 Sewer & AC Water Group 793

Appendix A – Addendum to Mitigated Negative Declaration/Notice of Determination

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APPENDIX B

FIRE HYDRANT METER PROGRAM

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

1. **PURPOSE**

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

2. <u>AUTHORITY</u>

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

Reference

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

3. **DEFINITIONS**

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

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

4. **<u>POLICY</u>**

- 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 ¹/₂" swivel connection between the meter and fire hydrant. The meter shall not be connected to the 4" port on the hydrant. All Fire Hydrant Meters issued shall have a Reduced Pressure Principle Assembly (RP) as part of the installation. Spanner wrenches are the only tool allowed to turn on water at the fire hydrant.
- 4.3 The use of private hydrant meters on City hydrants is prohibited, with exceptions as noted below. All private fire hydrant meters are to be phased out of the City of San Diego. All customers who wish to continue to use their own fire hydrant meters must adhere to the following conditions:
 - a. Meters shall meet all City specifications and American Water Works Association (AWWA) standards.
 - b. Customers currently using private fire hydrant meters in the City of San Diego water system will be allowed to continue using the meter under the following conditions:
 - 1. The customer must submit a current certificate of accuracy and calibration results for private meters and private backflows annually to the City of San Diego, Water Department, Meter Shop.

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

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

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

Process for Issuance

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

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

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

4.7 **Relocation of Existing Fire Hydrant Meters**

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

4.8 **Disconnection of Fire Hydrant Meter**

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

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for removal of the meter.

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

5. **EXCEPTIONS**

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

6. MOBILE METER

- 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

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

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

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

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

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7. <u>FEE AND DEPOSIT SCHEDULES</u>

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

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

8. 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.

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

Water Department Director

- Tabs:1.Fire Hydrant Meter Application
 - 2. Construction & Maintenance Related Activities With No Return To Sewer
 - 3. Notice of Discontinuation of Service

APPENDIX

Administering Division:	Customer Support Division
Subject Index:	Construction Meters Fire Hydrant Fire Hydrant Meter Program Meters, Floating or Vehicle Mounted Mobile Meter Program, Fire Hydrant Meter
Distribution:	DI Manual Holders

Application PUBLIC UTILITIES Hydrant Me	ter	HIBIT A)	(For Office Use Only FAC# BY	
METER SHOP	o (619) 527-7449	Application Date	Requeste	d Install Date:
Fire Hydrant Location: (Attach Detailed Map//Thomas Bros	. Map Location or Const	ruction drawing.) Zip:	<u>T.B.</u>	<u>G.B.</u> (CITY USE)
Specific Use of Water:		5161		
Any Return to Sewer or Storm Drain, If so , explain:				
Estimated Duration of Meter Use:			Check Box	if Reclaimed Water
Company Information			an a	
Company Name:	an a			
Mailing Address:				
City: Sta	te: Z	ip:	Phone: (
*Business license#	*Cont	ractor license#		/
A Copy of the Contractor's license OR Busines	ss License is requi	red at the time	of meter issuanc	е.
Name and Title of Billing Agent: (PERSON IN ACCOUNTS PAYABLE)			Phone: ()
Site Contact Name and Title:			Phone: (
Responsible Party Name:			Title:	/
Cal ID#			Phone: ()
Signature:	Da	ite:		
Guarantees Payment of all Charges Resulting from the use of this N	leter. Insures that employ	ees of this Organization	understand the proper u	use of Fire Hydrant Meter
	>. 3			
Fire Hydrant Meter Removal Req		Deguartado		
Provide Current Meter Location if Different from Above:	· · · · · · · · · · · · · · · · · · ·		emoval Date:	
				T.
Signature:		Title:		Date:
Phone: ()	Pager:	()		51 - X2 - 51
City Meter Private Meter				
Contract Acct #:	Deposit Amount:	\$ 936.00	Fees Amount: \$	62.00
Meter Serial #	Meter Size:)5	Meter Make and S	ityle: 6-7
			Backflow	

Backflow Size:

Signature:

Backflow #

Name:

Make and Style:

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. Waterstops (Special Condition)
- 10. Epoxy coated bar reinforcement
- 11. Plain and reinforcing steel
- 12. Structural steel
- 13. Structural timber and lumber
- 14. Treated timber and lumber
- 15. Lumber and timber
- 16. Aluminum pipe and aluminum pipe arch
- 17. Corrugated steel pipe and corrugated steel pipe arch
- 18. Structural metal plate pipe arches and pipe arches
- 19. Perforated steel pipe
- 20. Aluminum underdrain pipe
- 21. Aluminum or steel entrance tapers, pipe downdrains, reducers, coupling bands and slip joints
- 22. Metal target plates
- 23. Paint (traffic striping)
- 24. Conductors
- 25. Painting of electrical equipment
- 26. Electrical components
- 27. Engineering fabric
- 28. Portland Cement
- 29. PCC admixtures
- 30. Minor concrete, asphalt
- 31. Asphalt (oil)
- 32. Liquid asphalt emulsion
- 33. Ероху

APPENDIX D

SAMPLE CITY INVOICE WITH CASH FLOW FORECAST

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

Project Name:

Work Order No or Job Order No.

City Purchase Order No.

Resident Engineer (RE):

RE Phone#: Fax#:





tem #	Item Description		Contract Authorization					Previous Totals To Date This Estimate Totals to Date									
	•	Unit	Price	Qty		Extension	%/QTY			%/QTY	Amo	ount	% / 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 11					\$			\$ \$	-		\$ \$	-	0.00%	\$ \$	-		
12		+ +			\$			> \$	-		Դ \$	-	0.00%	\$ \$	-		
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13		+ +			\$		· · · · · · · · · · · · · · · · · · ·	.⊅ \$	-		\$	-	0.00%	۰ ۶	-		
15					\$	-		\$	-		\$		0.00%	\$			
16					\$	-		\$	-		\$	_	0.00%	\$			
	eld Orders	+ +			\$	-		\$	-		\$	-	0.00%	\$	-		
.,					\$	-		\$	-		\$	-	0.00%	\$	-		
CH	IANGE ORDER No.				\$	-		\$	-		\$	-	0.00%	\$	-		
-					\$	_		\$	-		\$	-	0.00%	\$	_		
	Total Authorized Amou	int (inclu	ding approved Char	nde Orde	r) \$	-		\$	-		\$	-	Total Billed	\$	-		
L	SUMMARY			5			ш						1				
Α.	A. Original Contract Amount					I certify that the materials				Retention and/or Escrow Payment Schedule							
	B. Approved Change Order #00 Thru #00 \$ -				have been received by me in			Total Retention Required as of this billing (Item E)							\$0.00		
	C. Total Authorized Amount (A+B)			the quality and quantity specified			ecified	Previous Retention Withheld in PO or in Escrow							\$0.00		
	D. Total Billed to Date \$ -							Add'I Amt to Withhold in PO/Transfer in Escrow:							\$0.00		
Ε.	E. Less Total Retention (5% of D) \$ -				Resident Engineer			Amt to Release to Contractor from PO/Escrow:							· · · · · ·		
	F. Less Total Previous Payments \$ -													•			
G.	G. Payment Due Less Retention \$0.00]	Construction Engineer												
н	H. Remaining Authorized Amount \$0.00							Contractor Signature and Date:									

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

Construction Cash Flow Forecast

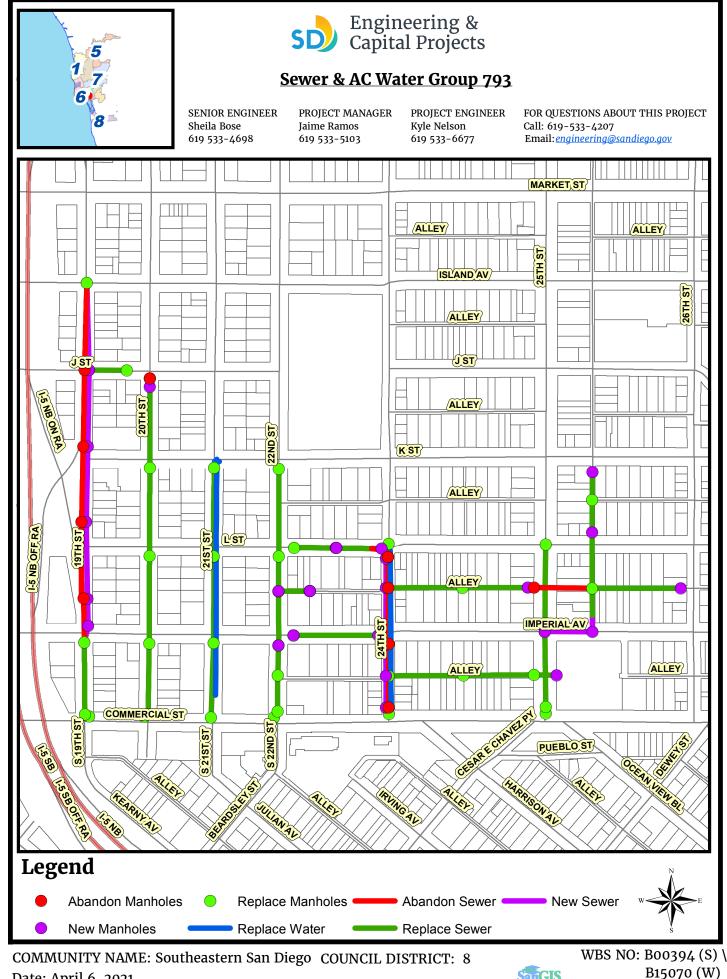
"Sewer and Water Group Job 965 (W)"

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



SanGIS

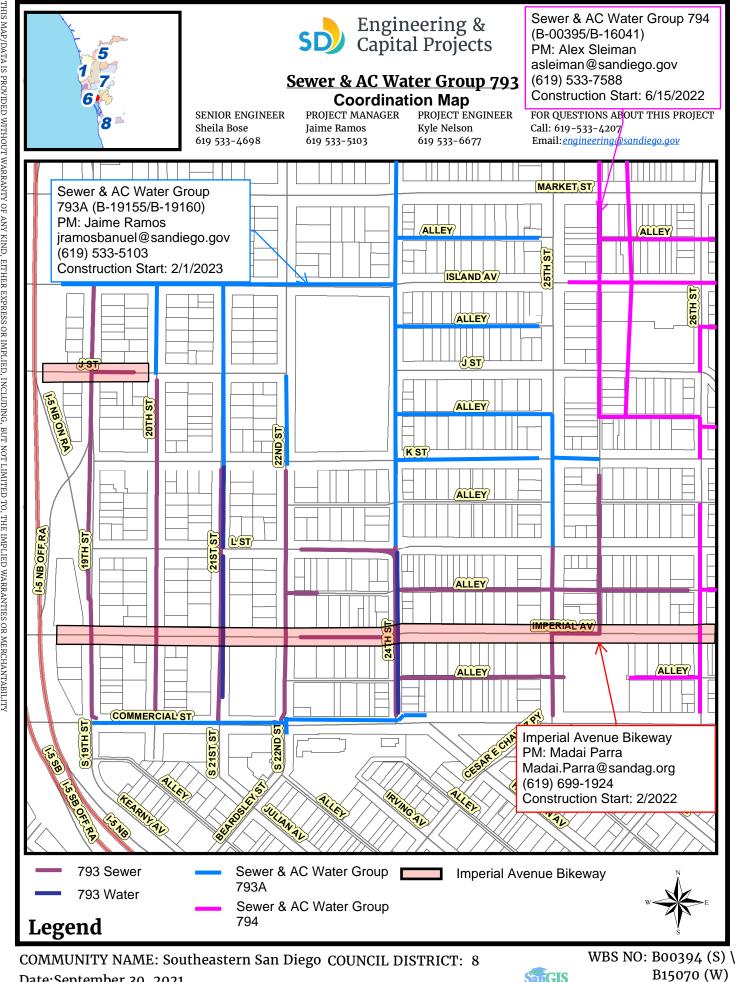
108 | Page

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Date: April 6, 2021 Sewer & AC Water Group 793 Appendix E - Location Map

APPENDIX F

ADJACENT PROJECT MAP



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Date:September 30, 2021 Sewer & AC Water Group 793 Appendix F - Adjacent Projects Map

APPENDIX G

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

e on Site:
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 Specifica	tion: Attached Supplier:	
Dig out Locations:	1	
	2	
	3	
Tack Coat Application		
	1	
	2	
	3	
Asphalt Temperature	at Placement @ Locations:	
	1	
	2	
	3	
Asphalt Depth @Loca	tions:	
	1	
	2	
	3	
Compaction Test Res	ult @Locations:	
	1	
	2	

3._____

Location and nature of defects:

	1	
	2	
	3	
Remedial and Correc	tive Actions taken or proposed for Engin	eer's approval:
	1	
	2	
	3	
Date's City Laborator	y representative was present:	
	1	
	2	
	3	
Verified the following	;	Initials:
1. Proper Storag	ge of Materials & Equipment	
2. Proper Opera	ation of Equipment	
3. Adherence to	Plans and Specs	
4. Review of QC	Tests	
5. Safety Inspec	tion	
Deviations from QCP	(see attached)	
Quality Control Plan /	Administrator's Signature:	Date Signed:

APPENDIX H

CALTRANS PERMIT/MTS ROE

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION ENCROACHMENT PERMIT

TR-0120 (REV. 6/2012) Permit No. 11-21-NUT-0937 Dist/Co/Rte/PM In compliance with (Check one): 11-SD-5/14.57-14.68 **SEPTEMBER 13, 2021** \square Your application of Date **OCTOBER 8, 2021** Utility Notice No. of Fee Paid Deposit \$ EXEMPT \$ EXEMPT Agreement No. of Payment Bond Amount (2) Performance Bond Amount (1) of R/W Contract No. \$ 0.00 \$ 0.00 Bond Company N/A Bond Number (1) Bond Number (2) N/A N/A CITY OF SAN DIEGO ENGINEERING AND CAPITAL PROJECT DEPARTMENT 525 B STREET, SUITE 750 TO: SAN DIEGO, CA 91910 ATTN: JAIME A. RAMOS , PERMITTEE PHONE: (619) 533-5103

And subject to the following, PERMISSION IS HEREBY GRANTED to:

enter upon State Highway right of way in San Diego County, City of San Diego, on Route 5, post mile 14.57-14.68, to decomission, slurry fill, and abandon in place 401-feet of existing 6-inch and 8-inch sewer mains, trench and install five 10-inch PVC sewer laterals, trench, and pavement resurfacing, as shown on the attached plans, in accordance with the requirements and conditions contained herein and as further directed or approved by the State's Inspector, Pedro Aguilar, telephone number (858) 688-1605, or e-mail at pedro.aguilar@dot.ca.gov.

The State's Inspector shall be notified seven working days prior to starting work and prior to requesting a lane closure or an activity that may cause a traffic impact.

Working hours shall be as directed or approved by the State's Inspector and in accordance with the attached lane closure requirement charts nos. 1 and 2.

No vehicles or equipment shall be parked within the highway right of way at any time, except for those vehicles or that equipment actually engaged in the work, during the working hours specified herein. (CONTINUED)

THIS PERMIT IS NOT A PROPERTY RIGHT AND DOES NOT TRANSFER WITH THE PROPERTY TO A NEW OWNER

The fo	ollowing a	attachn	nents ar	e also included as part of this permit	(Check applicable):	In addition to fee, the permittee will be billed actual costs for:										
\square	Yes		No	General Provisions		Yes X No Review										
	Yes	\boxtimes	No	Utility Maintenance Provisions		Yes Xo Inspection										
\boxtimes	Yes		No	Special Provisions		Yes X No Field Work										
	Yes	\boxtimes	No	A Cal-OSHA permit, if required: Pe	ermit No											
	Yes	\boxtimes	No	As-Built Plans Submittal Route Slip	for Locally Advertised Projects	(If any Caltrans effort expended)										
	Yes	\boxtimes	No	Water Pollution Control Plan	ter Pollution Control Plan											
\square	Yes No The information in the environmental documentation has been reviewed and considered prior to approval of this permit.															
This p	permit is v	void un	less the	work is complete before	DECEMBER 31, 2022.											
				onstrued and no other work other than menced until all other necessary per												
WO:w	-	N SIIdii	De COIT	intenced until all other necessary per	APPROVED:	ave been obtained.										
	Permits TValles, F	Rea M	or													
F	PAguilar,	Inspec														
	Permittee					Gustavo Dallarda, District Director										
C	Contracto	or				William O. Vivar										
						For Joy J. Lee, District Permit Engineer										

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Page 1 of 6

CITY OF SAN DIEGO ENGINEERING AND CAPITAL PROJECT DEPARTMENT 11-21-NUT-0937 OCTOBER 8, 2021 PAGE TWO

A pre-construction meeting with the Permittee's Contractor and the State's Inspector, is required prior to start of any work under this permit. Failure to do so may result in permit cancellation and resubmittal may be required.

No vehicles or equipment shall be parked within the State highway right of way during the duration of this project. If contractor requires vehicle to be park in the shoulder or within 15 feet of the edge of travel way (ETW) then additional traffic control approval will be required.

The following District Standard Special Provisions are generalizations of the Department Standard Specifications and are included only as a Permittee convenience. Permittee's attention is directed to the current Department Standard Specifications and Encroachment Permit General Provisions (TR-0045) for complete, unabridged, specification requirements.

Once begun, that portion of the work within the State Highway right of way shall be prosecuted to completion as rapidly as possible.

All personnel on foot within the State Highway right of way shall wear personal protective equipment, including safety glasses, hard hats and American National Standards Institute (ANSI) compliant Class II vests. In addition, all personnel working at night, on foot within the State Highway right of way shall wear ANSI Class III warning garments.

The Permittee is responsible for locating and protecting all utilities both underground and aerial. Any costs incurred for locating and protecting and/or relocating any utilities shall be borne by the Permittee.

Permittee's Contractor is responsible for the actual cost of inspection, which may be more or less than the deposit. A bill or refund shall be sent upon satisfactory completion of the work. Payment of any bill is a condition of the permit.

Notwithstanding General Provision No. 4, your Contractor is required to apply for and obtain an encroachment permit prior to starting work. A fee/deposit fee of \$3,444.00 will be required upon submittal of the application to perform the work. Your Contractor will also be responsible for any review fees of required submittals. Also, your contractor must submit proof that they have obtained executed bonds in accordance with General Provision No. 24 and your contractor shall provide proof that they have the proper Cal-OSHA permit and classification documents.

Notwithstanding General Provision 24, the Permittee's Contractor's bonds shall remain in full force through completion of the work and acceptance by the Department. Upon fulfillment of all obligations under this permit, the Department will inform the Permittee when the Permittee's Contractor's bonds may be released.

CITY OF SAN DIEGO ENGINEERING AND CAPITAL PROJECT DEPARTMENT 11-21-NUT-0937 OCTOBER 8, 2021 PAGE THREE

The State of California, Department of Transportation, makes no assurance or expressed warranty that the plans are complete or that the planned construction fits field conditions. Should additional work or modifications of the work be required in order to meet established Department Standards or in order to fit field conditions, the work shall be performed by Permittee as directed by the State's Inspector at no cost to the State.

All work shall be coordinated with the State highway contractor's operations and under no circumstances shall the work granted herein interfere. All standards of construction shall be identical to similar work performed under adjacent highway contract.

All work shall be performed in accordance with the current Department of Transportation Standard Specifications and the Department of Transportation Encroachment Permit Underground Utility Special Provisions dated April, 2018.

All work shall be performed in accordance with the current Department of Transportation Standard Specifications and the Department of Transportation Storm Water Special Provisions for Minimal or No Impact dated May, 2018.

Traffic control when permitted or directed by the State's Inspector, shall consist of closing traffic lanes and shoulders in accordance with attached Caltrans 2018 Standard Plan T9, T10 (Shoulder Closure), T11, T14 and the attached TRAFFIC CONTROL PLANS, Part 6 "Temporary Traffic Control" of the California Manual on Uniform Traffic Control Devices (California MUTCD) 2014 Revision 6 edition, Section 12 "Temporary Traffic Control" of the current Caltrans Standard Specifications, and these Special Provisions.

The Permittee must provide a minimum of one (1) Portable Changeable Message Sign (PCMS) for each direction of traffic. Additional PCMS(s) must be provided if required by the State's Inspector. PCMS(s) must be place at locations directed by the State's Inspector and moved or relocated as needed. Each PCMS must comply with the provisions in Section 12-3.32 of the Standard Specifications.

Message to be displayed on the PCMS(s) must be coordinated with the State's Inspector.

If any component in the traffic control system is displaced, or ceases to operate or function as specified, from any cause, during the progress of the work, the Permittee shall immediately repair said component to its original condition or replace said component and shall restore the component to its original location.

CITY OF SAN DIEGO ENGINEERING AND CAPITAL PROJECT DEPARTMENT 11-21-NUT-0937 OCTOBER 8, 2021 PAGE FOUR

At least fourteen days prior to the start of work, Permittee's Contractor shall prepare and submit to the Permit Inspector for review and approval by the District 11 Bridge Engineer, a project specific shoring plan, calculations for any trench 5 feet deep or greater, and design plan of temporary concrete pad. The shoring plan and concrete pad design plan must be designed, stamped, and signed by a California Registered Civil or Structural Engineer unless the contractor elects to use the Construction Safety Order Details from the California Department of Safety and Health, Title 8 of the California Administration Code. No work shall begin until the shoring plans are approved by the Engineer.

All open trenches within the improved area shall be backfilled, compacted and temporary repairs made to the surfacing before leaving the job site at the end of the working day. In lieu of temporary repairs, steel plate bridging may be allowed if approved by the State's Inspector prior to the start of work. Permanent paving shall be placed within five working days after completion of the above work. Permanent backfill and paving shall conform to the attached ENCROACHMENT PERMIT TRENCH DETAIL dated November 2019 and the attached BACKFILL REQUIREMENTS.

When steel plate bridging is used, the attached Steel Plate Bridging Utility Special Provisions dated April, 2018 will apply in addition to the attached General Provisions.

The Permittee shall retain a Civil Engineer, licensed to practice in California, who shall upon completion of the placement or regrading of materials requiring compaction, furnish to the State's Inspector, a report certifying that the compaction work has been accomplished in accordance with Caltrans Standard Specifications and Standard Plans. Compaction testing, in accordance with Caltrans testing procedures and policies, shall be performed by a certified testing laboratory. Copies of the test shall accompany the engineer's report.

A hazardous waste concern for this project is aerially deposited lead (ADL). Elevated levels of ADL are common in the soil adjacent to State highways and can also be found underneath some existing road surfaces due to past construction activities. Per the guidance described in Section 407 of Caltrans Encroachment Permit Manual, this project is categorized as "Excess Soil", which are projects that result in excess soil that cannot be reused within the work limits and needs to be transported and disposed of, outside of Caltrans' right-of-way, in accordance with all applicable environmental laws and regulations. The Permittee is responsible for proper identification (including sampling and analysis) and management of the excess soil that are removed and/or excavated from the work site. It is the Permittee's responsibility to comply with the Department of Toxic Substances Control (DTSC) ADL requirements for roadway soil management. "Hazardous Materials and Hazardous Waste Management Special Provisions" (TR- 0408), Attachment A, must be included in the permit (see Appendix K of Caltrans Encroachment Permit Manual).

CITY OF SAN DIEGO ENGINEERING AND CAPITAL PROJECT DEPARTMENT 11-21-NUT-0937 OCTOBER 8, 2021 PAGE FIVE

Lead Compliance Plan (LCP), prepared by a Certified Industrial Hygienist (CIH), shall be prepared and implemented for all workers handling the soil.

Discovery of unanticipated asbestos and hazardous substances – Upon discovery of unanticipated asbestos or a hazardous substance, immediately stop working in the area of discovery:

1) You reasonably believe the substance is asbestos as defined in Labor Code § 6501.7 or a hazardous substance as defined in Health & Safety Code § 25316 and § 25317.

- 2) Its presence is not described in the Plans.
- 3) The substance has not been made harmless.

Handle, store, and dispose of hazardous waste under 22 CA Code of Regulations Division 4.5.

Paleontological mitigation monitoring is required within Caltrans right-of-way.

To maintain the visual resources of the highway roadside landscape, ornamental and native vegetation will be protected in place. Impacted vegetation will be replaced in kind. Damaged irrigation components will be replaced in kind. Staging and storage of materials will not occur on existing vegetation.

Your attention is directed to Standard Specifications Section 5-1.36 "Property and Facility Preservation" and Business and Professions Code, Section 8771. Permittee shall physically inspect the work site and locate survey monuments prior to work commencement. Monuments that might be disturbed shall be referenced or reset in accordance with Business and Professions Code.

If feasible, monuments should not be set within the traveled way. All monuments that must be set or perpetuated in paved surfaces, shall be constructed in accordance with Caltrans Standard Specification Section 78-2, "Survey Monuments" and Standard Plan A74, Type D, or equal with prior approval of the District Survey Engineer.

Locations shall be tied to points that are compatible with State's datum for the area. If no datum exists, permanent reference points shall be set that can be used to accurately locate the facilities.

Copies of Corner Records or Record of Surveys recorded in compliance with the Business and Professions Code shall be forwarded to the District Surveys Engineer.

Upon completion of the work provided herein, the Permittee shall submit two paper set sets of As-Built plans and one electronic thumb drive to the District 11 Caltrans Permit Office showing the actual location of the facility to the nearest 0.1 foot horizontally and vertically. Mylar or paper sepia plans are not acceptable.

As-Built plans shall be signed by a Land Surveyor or Civil Engineer licensed to practice in the State of California.

CITY OF SAN DIEGO ENGINEERING AND CAPITAL PROJECT DEPARTMENT 11-21-NUT-0937 OCTOBER 8, 2021 PAGE SIX

The provisions in this section will not relieve the Permittee from his responsibility to provide additional devices or take such measures as may be necessary for the safety of traffic and the public to comply with the provisions in Section 7-1.04, "Public Safety" of the Standard Specifications.

Upon completion of the work, the attached card shall be completed and returned.

ENCROACHMENT PERMIT GENERAL PROVISIONS

TR – 0045 (REV. 04/2021)

- 1. **AUTHORITY:** The California Department of Transportation ("Department") has authority to issue encroachment permits under Division 1, Chapter 3, Article 1, Sections 660 through 734 of the Streets and Highways Code.
- **REVOCATION:** Encroachment permits are revocable on 2. five (5) business days' notice unless otherwise stated on the permit and except as provided by law for public franchise holders, corporations. and utilities. Notwithstanding the foregoing, in an emergency situation as determined by the Department, an encroachment permit may be revoked immediately. These General Provisions and any applicable Special Provisions are subject to modification or abrogation by the Department at any time. Permittees' joint use agreements, franchise rights, reserved rights or any other agreements for operating purposes in State of California ("State") highway right-of-way may be exceptions to this revocation.
- 3. **DENIAL FOR NONPAYMENT OF FEES:** Failure to pay encroachment permit fees when due may result in rejection of future applications and denial of encroachment permits.
- 4. **ASSIGNMENT:** This encroachment permit allows only the Permittee or Permittee's authorized agent to work within or encroach upon the State highway right-of-way, and the Permittee may not assign or transfer this encroachment permit. Any attempt to assign or transfer this encroachment permit shall be null and void.
- 5. ACCEPTANCE OF **PROVISIONS:** Permittee understands and agrees to accept and comply with these General Provisions, the Special Provisions, any and all terms and/or conditions contained in or incorporated into the encroachment permit, and all attachments to the encroachment permit (collectively "the Permit Conditions"), for any encroachment, work, and/or activity to be performed under this encroachment permit and/or under color of authority of this encroachment permit. Permittee understands and agrees the Permit Conditions are applicable to and enforceable against Permittee as long as the encroachment remains in, under, or over any part of the State highway right-of-way.
- 6. **BEGINNING OF WORK:** When traffic is not impacted (see General Provision Number 35), the Permittee must notify the Department's representative two (2) business days before starting permitted work. Permittee must notify the Department's representative if the work is to be interrupted for a period of five (5) business days or more, unless otherwise agreed upon. All work must be performed on weekdays during regular work hours, excluding holidays, unless otherwise specified in this encroachment permit.
- 7. **STANDARDS OF CONSTRUCTION:** All work performed within State highway right-of-way must conform to all

applicable Departmental construction standards including but not limited to: Standard Specifications, Standard Plans, Project Development Procedures Manual, Highway Design Manual and Special Provisions.

Other than as expressly provided by these General Provisions, the Special Provisions, the Standard Specifications, Standard Plans, and other applicable Departmental standards, nothing in these General Provisions is intended to give any third party any legal or equitable right, remedy, or claim with respect to the encroachment permit and/or to these General Provisions or any provision herein. These General Provisions are for the sole and exclusive benefit of the Permittee and the Department.

Where reference is made in such standards to "Contractor" and "Engineer," these are amended to be read as "Permittee" and "Department's representative," respectively, for purposes of this encroachment permit.

- 8. **PLAN CHANGES:** Deviations from plans, specifications, and/or the Permit Conditions as defined in General Provision Number 5 are not allowed without prior approval from the Department's representative and the Federal Highway Administration ("FHWA") representative if applicable.
- 9. RIGHT OF ENTRY, INSPECTION AND APPROVAL: All work is subject to monitoring and inspection. The United States, the State, the Department, and the Directors, officers, employees, agents, and/or contractors of the State and/or of the Department, and other state, and federal agencies, and the FHWA, through their agents or representatives, must have full access to highway facilities/encroachment area, at any and all times for the purpose of inspection, maintenance, activities needed for construction/reconstruction, and operation of the State highway right-of-way.

Upon completion of work, Permittee must request a final inspection for acceptance and approval by the Department. The local public agency Permittee must not give final construction approval to its contractor until final acceptance and approval by the Department is obtained.

- 10. **PERMIT AT WORKSITE:** Permittee must keep the permit package or a copy thereof at the work site at all times and must show it upon request to any Department representative or law enforcement officer. If the permit package, or a copy thereof, is not kept and made available at the work site at all times, the work must be suspended.
- 11. **CONFLICTING ENCROACHMENTS:** Permittee must yield start of work to ongoing, prior authorized work adjacent to or within the limits of the Permittee's project site. When existing encroachments conflict with Permittee's work, the Permittee must bear all cost for rearrangements (e.g., relocation, alteration, removal, etc.).

- 12. PERMITS AND APPROVALS FROM OTHER PUBLIC AGENCIES AND/OR ENTITIES: This encroachment permit is invalidated if the Permittee has not obtained all permits and approvals necessary and required by law, including but not limited to permits from the California Commission ("CPUC"), California Utilities Public Occupational Safety and Health Administration ("Cal-OSHA"), and any other public agency and/or entity having jurisdiction. Permittee warrants all such permits and approvals have been obtained before beginning work under this encroachment permit. The Department may, at the Department's discretion, require the Permittee to demonstrate that Permittee has obtained all such permits/approvals, and Permittee shall demonstrate this at the time and in the manner specified by the Department.
- 13. **PEDESTRIAN AND BICYCLIST SAFETY:** A safe continuous passageway must be maintained through the work area at existing pedestrian or bicycle facilities. At no time must pedestrians be diverted onto a portion of the street used for vehicular traffic. At locations where safe alternate passageways cannot be provided, appropriate signs and barricades must be installed at the limits of construction and in advance of the limits of construction at the nearest crosswalk or intersection to detour pedestrians to facilities across the street. Attention is directed to Section 7-1.04 "Public Safety," and to Section 12-4.04 "Temporary Pedestrian Access Routes," and to Section 16-2.02 "Temporary Pedestrian Facility," of the Department's Standard Specifications, and to California Vehicle Code section 21760, subdivision (c).
- 14. **PUBLIC TRAFFIC CONTROL:** The Permittee must provide traffic control protection, warning signs, lights, safety devices, etc., and take all other measures necessary for the traveling public's safety as required by law and/or the Department. While providing traffic control, the needs of all road users, including but not limited to motorists, bicyclists and pedestrians, including persons with disabilities in accordance with the Americans with Disabilities Act, must be an essential part of the work activity.

Lane, Bike Lane, Sidewalk, Crosswalk, and/or shoulder closures must comply with the Department's Standard Specifications and Standard Plans for Temporary Traffic Control Systems & Temporary Pedestrian Access Routes, and with the applicable Special Provisions. Where issues are not addressed in the Standard Specifications, Standard Plans, and/or Special Provisions, the California Manual on Uniform Traffic Control Devices (Part 6, Temporary Traffic Control) must be followed.

- 15. **MINIMUM INTERFERENCE WITH TRAFFIC:** Permittee must plan and conduct work so as to create the least possible inconvenience to the traveling public (motorized vehicles, unmotorized vehicles such as bicycles, pedestrians, person(s) with disabilities, etc.), such that traffic is not unreasonably delayed.
- 16. **STORAGE OF EQUIPMENT AND MATERIALS:** The storage of equipment or materials is not allowed within

State highway right-of-way, unless specified within the Special Provisions of this encroachment permit. If encroachment permit Special Provisions allow for the storage of equipment or materials within the State highway right-of-way, the equipment and material storage must also comply with Section 7-1.04, Public Safety, of the Department's Standard Specifications.

- 17. **CARE OF DRAINAGE:** Permittee must provide alternate drainage for any work interfering with an existing drainage facility in compliance with the Department's Standard Specifications, Standard Plans, and/or as directed by the Department's representative.
- 18. **RESTORATION AND REPAIRS IN STATE HIGHWAY RIGHT-OF-WAY:** Permittee is responsible for restoration and repair of State highway right-of-way resulting from permitted work (Streets and Highways Code, section 670 et seq.).
- 19. **STATE HIGHWAY RIGHT-OF-WAY CLEAN UP:** Upon completion of work, Permittee must remove and dispose of all scraps, refuse, brush, timber, materials, etc. off the State highway right-of-way. The aesthetics of the highway must be as it was before work started or better.
- 20. **COST OF WORK:** Unless stated otherwise in the encroachment permit or a separate written agreement with the Department, the Permittee must bear all costs incurred for work within the State highway right-of-way and waives all claims for indemnification or contribution from the United States, the State, the Department, and from the Directors, officers, and employees of the State and/or the Department. Removal of Permittee's personal property and improvements shall be at no cost to the United States, the State, and the Department.
- 21. **ACTUAL COST BILLING:** When specified in the permit, the Department will bill the Permittee actual costs at the currently set Standard Hourly Rate for encroachment permits.
- 22. **AS-BUILT PLANS:** When required, Permittee must submit one (1) set of folded as-built plans within thirty (30) calendar days after completion and acceptance of work in compliance with requirements listed as follows:
 - a) Upon completion of the work provided herein, the Permittee must submit a paper set of As-Built plans to the Department's representative.
 - b) All changes in the work will be shown on the plans, as issued with the permit, including changes approved by Encroachment Permit Rider.
 - c) The plans are to be prominently stamped or otherwise noted "AS-BUILT" by the Permittee's representative who was responsible for overseeing the work. Any original plan that was approved with a Department stamp, or by signature of the Department's representative, must be used for producing the As-Built plans.
 - d) If construction plans include signing or striping, the dates of signing or striping removal, relocation, or installation must be shown on the As-Built plans when required as a condition of the encroachment permit. When the construction plans show signing and striping for staged construction on separate sheets,

the sheet for each stage must show the removal, relocation, and installation dates of the appropriate staged striping and signing.

- e) As-Built plans must contain the Encroachment Permit Number, County, Route, and Post Mile on each sheet.
- f) The As-Built Plans must not include a disclaimer statement of any kind that differs from the obligations and protections provided by sections 6735 through 6735.6 of the California Business and Professions Code. Such statements constitute non-compliance with Encroachment Permit requirements and may result in the Department retaining Performance Bonds or deposits until proper plans are submitted. Failure to comply may also result in denial of future encroachment permits or a provision requiring a public agency to supply additional bonding.
- 23. **PERMITS FOR RECORD PURPOSES ONLY:** When work in the State highway right-of-way is within an area under a Joint Use Agreement (JUA) or a Consent to Common Use Agreement (CCUA), a fee exempt encroachment permit is issued to the Permittee for the purpose of providing a notice and record of work. The Permittee's prior rights must be preserved without the intention of creating new or different rights or obligations. "Notice and Record Purposes Only" must be stamped across the face of the encroachment permit.
- 24. **BONDING:** The Permittee must file bond(s), in advance, in the amount(s) set by the Department and using forms acceptable to the Department. The bonds must name the Department as obligee. Failure to maintain bond(s) in full force and effect will result in the Department stopping all work under this encroachment permit and possibly revoking other encroachment permit(s). Bonds are not required of public corporations or privately-owned utilities unless Permittee failed to comply with the provisions and/or conditions of a prior encroachment permit. The surety company is responsible for any latent defects as provided in California Code of Civil Procedure section 337.15. A local public agency Permittee also must comply with the following requirements:
 - a) In recognition that project construction work done on State property will not be directly funded and paid by State, for the purpose of protecting stop notice claimants and the interests of State relative to successful project completion, the local public agency Permittee agrees to require the construction contractor to furnish both a payment and performance bond in the local public agency's name with both bonds complying with the requirements set forth in Section 3-1.05 Contract Bonds of the Department's Standard Specifications before performing any project construction work.
 - b) The local public agency Permittee must defend, indemnify, and hold harmless the United States, the State and the Department, and the Directors, officers, and employees of the State and/or Department, from all project construction related claims by contractors, subcontractors, and suppliers, and from all stop

notice and/or mechanic's lien claimants. The local public agency also agrees to remedy, in a timely manner and to the Department's satisfaction, any latent defects occurring as a result of the project construction work.

25. **FUTURE MOVING OF INSTALLATIONS:** Permittee understands and agrees to relocate a permitted installation upon notice by the Department. Unless under prior property right or agreement, the Permittee must comply with said notice at the Permittee's sole expense.

26. ENVIRONMENTAL:

- a) ARCHAEOLOGICAL/HISTORICAL: If any archaeological or historical resources are identified or encountered in the work vicinity, the Permittee must immediately stop work, notify the Department's representative, retain a qualified archaeologist who must evaluate the site at Permittee's sole expense, and make recommendations to the Department's representative regarding the continuance of work.
 - b) HAZARDOUS MATERIALS: If any hazardous waste or materials (such as underground storage tanks, asbestos pipes, contaminated soil, etc.) are identified or encountered in the work vicinity, the Permittee must immediately stop work, notify the Department's representative, retain a qualified hazardous waste/material specialist who must evaluate the site at the Permittee's sole expense, and make recommendations to the Department's representative regarding the continuance of work.

Attention is directed to potential aerially deposited lead (ADL) presence in unpaved areas along highways. It is the Permittee's responsibility to take all appropriate measures to protect workers in conformance with California Code of Regulations Title 8, Section 1532.1, "Lead," and with Cal-OSHA Construction Safety Orders, and to ensure roadway soil management is in compliance with Department of Toxic Substances Control (DTSC) requirements.

- c) Biological: If any regional, state, or federally listed biological resource is identified or encountered in the work vicinity, the Permittee must immediately stop work, notify the Department's representative, retain a qualified biologist who must evaluate the site at Permittee's sole expense, and make recommendations to the Department's representative regarding the continuance of work.
- 27. **PREVAILING WAGES:** Work performed by or under an encroachment permit may require Permittee's contractors and subcontractors to pay appropriate prevailing wages as set by the California Department of Industrial Relations. Inquiries or requests for interpretations relative to enforcement of prevailing wage requirements must be directed to the California Department of Industrial Relations.
- 28. LIABILITY, DEFENSE, AND INDEMNITY: The Permittee agrees to indemnify and save harmless the United States, the State, the Department, and the Directors, officers, employees, agents and/or contractors of the State and/or of the Department, including but not limited to the Director

of Transportation and the Deputy Directors, from any and all claims, demands, damages, costs, liability, suits, or actions of every name, kind, and description, including but not limited to those brought for or on account of property damage, invasion of privacy, violation or deprivation of a right under a state or federal law, environmental damage or penalty, or injury to or death of any person including but not limited to members of the public, the Permittee. persons employed by the Permittee, and/or persons acting on behalf of the Permittee, arising out of or in connection with: (a) the issuance and/or use of this encroachment permit; and/or (b) the encroachment, work, and/or activity conducted pursuant to this encroachment permit, or under color of authority of this encroachment permit but not in full compliance with the Permit Conditions as defined in General Provision Number 5 ("Unauthorized Work or Activity"); and/or (c) the installation, placement, design, existence, operation, and/or maintenance of the encroachment, work, and/or activity; and/or (d) the failure by the Permittee or anyone acting on behalf of the Permittee to perform the Permittee's obligations under any part of the Permit Conditions as defined in General Provision Number 5, in respect to maintenance or any other obligation; and/or (e) any change to the Department's property or adjacent property, including but not limited to the features or conditions of either of them, made by the Permittee or anyone acting on behalf of the Permittee; and/or (f) a defect or obstruction related to or caused by the encroachment, work, and/or activity whether conducted in compliance with the Permit Conditions as defined in General Provision Number 5 or constituting Unauthorized Work or Activity, or from any cause whatsoever. The duty of the Permittee to indemnify and save harmless includes the duties to defend as set forth in Section 2778 of the Civil Code.

It is the intent of the parties that except as prohibited by law, the Permittee will defend, indemnify, and hold harmless as set forth in this General Provision Number 28 regardless of the existence or degree of fault or negligence, whether active or passive, primary or secondary, on the part of: the United States, the State; the Department; the Directors, officers, employees, agents and/or contractors of the State and/or of the Department, including but not limited to the Director of Transportation and the Deputy Directors; the Permittee; persons employed by the Permittee; and/or persons acting on behalf of the Permittee.

The Permittee waives any and all rights to any type of expressed or implied indemnity from or against the United States, the State, the Department, and the Directors, officers, employees, agents, and/or contractors of the State and/or of the Department, including but not limited to the Director of Transportation and the Deputy Directors.

The Permittee understands and agrees to comply with the obligations of Titles II and III of the Americans with Disabilities Act in the conduct of the encroachment, work, and/or activity whether conducted pursuant to this encroachment permit or constituting Unauthorized Work or Activity, and further agrees to defend, indemnify, and save harmless the United States, the State, the Department, and the Directors, officers, employees, agents, and/or contractors of the State and/or of the Department, including but not limited to the Director of Transportation and the Deputy Directors, from any and all claims, demands, damages, costs, penalties, liability, suits, or actions of every name, kind, and description arising out of or by virtue of the Americans with Disabilities Act.

The Permittee understands and agrees the Directors, officers, employees, agents, and/or contractors of the State and/or of the Department, including but not limited to the Director of Transportation and the Deputy Directors, are not personally responsible for any liability arising from or by virtue of this encroachment permit.

For the purpose of this General Provision Number 28 and all paragraphs herein, "contractors of the State and/or of the Department" includes contractors, and their subcontractors, under contract to the State and/or the Department.

This General Provision Number 28 and all paragraphs herein take effect immediately upon issuance of this encroachment permit, and apply before, during, and after the encroachment, work, and/or activity contemplated under this encroachment permit, whether such work is in compliance with the Permit Conditions as defined in General Provision Number 5 or constitutes Unauthorized Work or Activity, except as otherwise provided by California law. The Permittee's obligations to defend, indemnify, and save harmless under this General Provision Number 28 take effect immediately upon issuance of this encroachment permit and have no expiration date, including but not limited to situations in which this encroachment permit expires or is revoked, the work or activity performed under this encroachment permit is accepted or not accepted by the Department, the encroachment, work, and/or activity is conducted in compliance with the Permit Conditions as defined in General Provision Number 5 or constitutes Unauthorized Work or Activity, and/or no work or activity is undertaken by the Permittee or by others on the Permittee's behalf.

If the United States or an agency, department, or board of the United States is the Permittee, the first two paragraphs of this General Provision Number 28 (beginning "The Permittee agrees to indemnify..." and "It is the intent of the parties...") are replaced by the following paragraph:

Claims for personal injury, death, or property damage allegedly caused by the negligent or wrongful act or omission of any employee of the United States acting within the scope of their official duties are subject to the Federal Tort Claims Act, as amended, 28 U.S.C. § 1346 and § 2671 et seq. (Chapter 171).

- 29. **NO PRECEDENT ESTABLISHED:** This encroachment permit is issued with the understanding that it does not establish a precedent.
- 30. FEDERAL CIVIL RIGHTS REQUIREMENTS FOR PUBLIC ACCOMMODATION:

- a) As part of the consideration for being issued this encroachment permit, the Permittee, on behalf of Permittee and on behalf of Permittee's personal representatives, successors in interest, and assigns, does hereby covenant and agree that:
 - No person on the grounds of race, color, or national origin may be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
 - ii) That in connection with the construction of any improvements on said lands and the furnishings of services thereon, no discrimination must be practiced in the selection and retention of first-tier subcontractors in the selection of second-tier subcontractors.
 - iii) That such discrimination must not be practiced against the public in their access to and use of the facilities and services provided for public accommodations (such as eating, sleeping, rest, recreation), and operation on, over, or under the space of the State highway right-of-way.
 - iv) That the Permittee must use the premises in compliance with all other requirements imposed pursuant to Title 15, Code of Federal Regulations, Commerce and Foreign Trade, Subtitle A. Office of the Secretary of Commerce, Part 8 (15 C.F.R. Part 8) and as said Regulations may be amended.
- b) That in the event of breach of any of the above nondiscrimination covenants, the State and the Department have the right to terminate this encroachment permit and to re-enter and repossess said land and the facilities thereon and hold the same as if said permit had never been made or issued.
- 31. **MAINTENANCE:** The Permittee is responsible at Permittee's sole expense for the encroachment, and the inspection, maintenance, repair, and condition thereof, so that it does not negatively impact State highway safety, maintenance, operations, construction, activities needed for construction/reconstruction, State facilities, or other encroachments. Additional permits or approval documents may be required authorizing additional work related to inspection, repair, and/or maintenance activities.
- 32. **SPECIAL EVENTS:** In accordance with subdivision (a) of Streets and Highways Code section 682.5 and 682.7, the Department is not responsible for the conduct or operation of the permitted activity, and the applicant agrees to defend, indemnify, and hold harmless the United States, the State, the Department, and the Directors, officers, employees, agents, and contractors of the State and/or of the Department, including but not limited to the Director of Transportation and the Deputy Directors, from any and all claims, demands, damages, costs, liability, suits, or actions of every name, kind and description arising out of any activity for which this encroachment permit is issued.

The Permittee is required, as a condition of this encroachment permit, for any event that awards prize compensation to competitors in gendered categories, for any participant level that receives prize compensation, to ensure the prize compensation for each gendered category is identical at each participant level. (Streets and Highways Code, section 682.7.)

The Permittee understands and agrees to comply with the obligations of Titles II and III of the Americans with Disabilities Act in the conduct of the event, and further agrees to defend, indemnify, and save harmless the United State, the State and the Department, and the Directors, officers, and employees of the State and/or Department, including but not limited to the Director of the Department and the Deputy Directors, from any and all claims, demands, damages, costs, liability, suits, or actions of every name, kind and description arising out of or by virtue of the Americans with Disabilities Act.

- 33. **PRIVATE USE OF STATE HIGHWAY RIGHT-OF-WAY:** State highway right-of-way must not be used for private purposes without compensation to the State. The gifting of public property uses and therefore public funds is prohibited under the California Constitution, Article XVI, Section 6.
- 34. **FIELD WORK REIMBURSEMENT:** Permittee must reimburse the Department for field work performed on Permittee's behalf to correct or remedy hazards or damaged facilities, or to clear refuse, debris, etc. not attended to by the Permittee.
- 35. LANE CLOSURE REQUEST SUBMITTALS AND NOTIFICATION OF **CLOSURES** TO THE **DEPARTMENT:** Lane closure request submittals and notifications must be in accordance with Section 12-4.02, and Section 12.4-04, of the Department's Standard Specifications or as directed by the Department's Permittee must notify representative. The the Department's representative and the Traffic Management Center ("TMC") before initiating a lane closure or conducting an activity that may cause a traffic impact. In emergency situations when the corrective work or the emergency itself may affect traffic, the Department's representative and the TMC must be notified as soon as possible.
- 36. **SUSPENSION OF TRAFFIC CONTROL OPERATION:** The Permittee, upon notification by the Department's representative, must immediately suspend all traffic lane, bike lane, sidewalk, crosswalk, and/or shoulder closure operations and any operation that impedes the flow of traffic. All costs associated with this suspension must be borne by the Permittee.
- 37. UNDERGROUND SERVICE ALERT (USA) NOTIFICATION: Any excavation requires compliance with the provisions of Government Code section 4216 et seq., including but not limited to notice to a regional notification center, such as Underground Service Alert (USA). The Permittee must provide notification to the Department representative at least five (5) business days before, and the regional notification center at least forty-

eight (48) hours before, performing any excavation work within the State highway right-of-way.

38. COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT (ADA): All work within the State highway right-of-way to construct and/or maintain any public facility must be designed, maintained, and constructed strictly in accordance with all applicable Federal Access laws and regulations (including but not limited to Section 504 of the Rehabilitation Act of 1973, codified at 29 U.S.C. § 794), California Access laws and regulations relating to ADA, along with its implementing regulations, Title 28 of the Code of Federal Regulations Parts 35 and 36 (28 C.F.R., Ch. I, Part 35, § 35.101 et seq., and Part 36, § 36.101 et seq.), Title 36 of the Code of Federal Regulations Part 1191 (36 C.F.R., Ch. XI, Part 1191, § 1119.1 et seq.), Title 49 of the Code of Federal Regulations Part 37 (49 C.F.R., Ch. A, Part 37, § 37.1 et seq.), the United States Department of Justice Title II and Title III for the ADA, and California Government Code section 4450 et seq., which require public facilities be made accessible to persons with disabilities.

Notwithstanding the requirements of the previous paragraph, all construction, design, and maintenance of public facilities must also comply with the Department's Design Information Bulletin 82, "Pedestrian Accessibility Guidelines for Highway Projects" and Standard Plans & Specifications on "Temporary Pedestrian Access Routes."

- 39. **STORMWATER:** The Permittee is responsible for full compliance with the following:
 - a) For all projects, the Department's Storm Water Program and the Department's National Pollutant Discharge Elimination System (NPDES) Permit requirements under Order No. 2012-0011-DWQ, NPDES No CAS000003; and
 - b) In addition, for projects disturbing one acre or more of soil, with the California Construction General Permit Order No. 2009-0009-DWQ, NPDES No CAS000002; and
 - c) In addition, for projects disturbing one acre or more of soil in the Lahontan Region with Order No. R6T-2016-0010, NPDES No CAG616002.
 - d) For all projects, it is the Permittee's responsibility to install, inspect, repair, and maintain all facilities and devices used for water pollution control practices (Best Management Practices/BMPs) before performing daily work activities.

ST COUNTY ROUTE POST MILES SHEET TOTAL TOTAL PROJECT No. SHEETS Atipa Ferry REGISTERED CIVIL ENGINEER Atifa Ferou No. C80402 Exp. 3-31-19 CIVE May 31, 2018 LIFORNIA OR ITS OFFICERS NOT BE RESPONSIBLE FOR COMPLETENESS OF SCANNED

2018 STANDARD PLAN T9

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30	360	180	90	60	30	60	15	
35	490	245	123	82	35	70	17	
40	640	320	160	107	40	80	20	
45	1080	540	270	180	45	90	22	
50	1200	600	300	200	50	100	25	
55	1320	660	330	220	50	100	25	
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25	155	158	165	173						
30	200	205	215	227						
35	250	257	271	287						
40	305	315	333	354						
45	360	378	400	427						
50	425	446	474	507						
55	495	520	553	593						
60	570	598	638	686						
65	645	682	728	785						
70	730	771	825	891						
75	820	866	927	1003						

Speed is posted speed limit, off-peak 85th-percentile speed prior to work starting, or the anticipated operating speed in mph
 Longitudinal buffer space or flagger station spacing

*** - Use on sustained downgrade steeper than -3 percent and longer than 1 mile.

ADVANCE WARNING SIG	N SPAC	ING	
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ROAD TYPE	Α	В	С
	ft	ft	ft
URBAN - 25 mph OR LESS	100	100	100
URBAN - MORE THAN 25 mph TO 40 mph	250	250	250
URBAN - MORE THAN 40 mph RURAL	350 500	350 500	350 500
EXPRESSWAY / FREEWAY	1000	1500	2640
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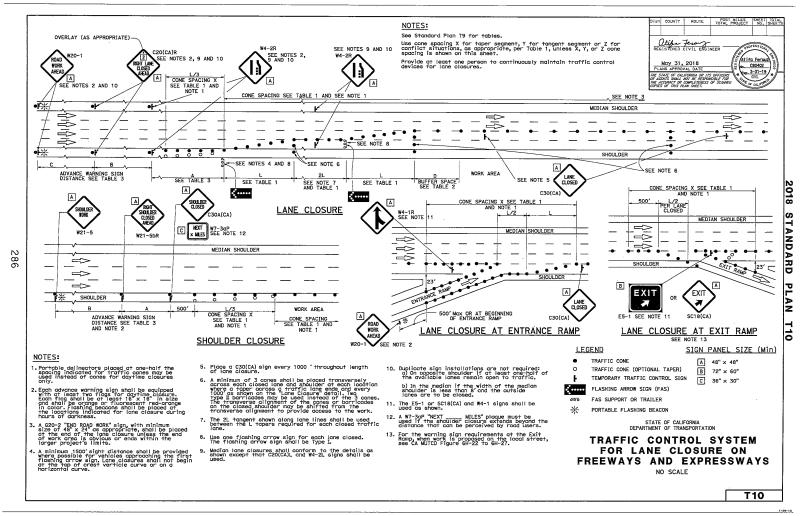
TABLE 3

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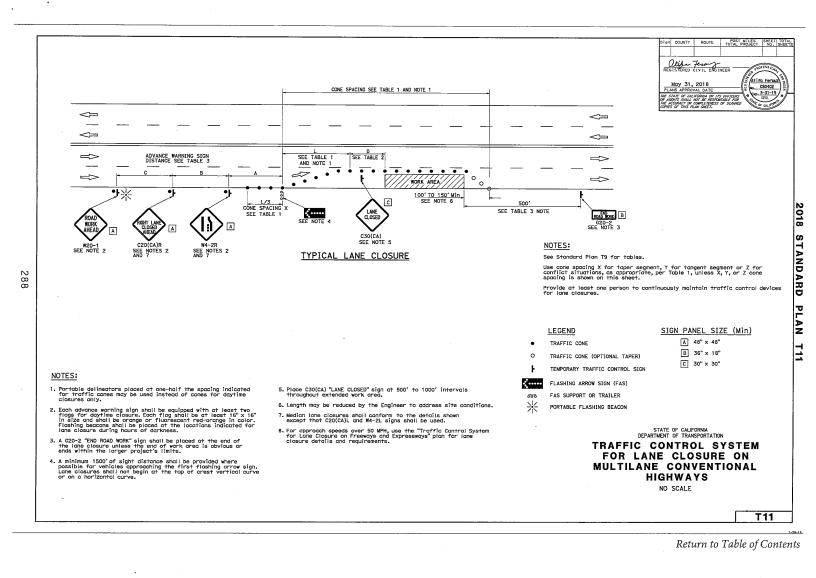
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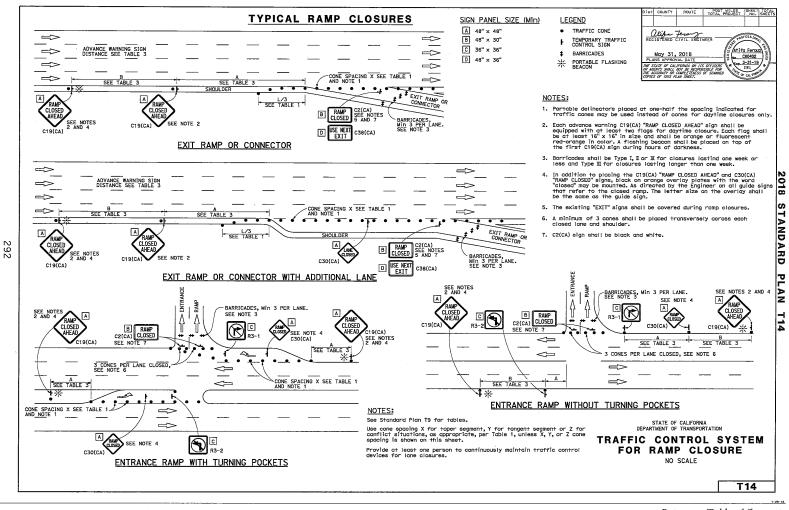
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Sewer & AC Water Group 793 Appendix H - Caltrans Permit/MTS ROE



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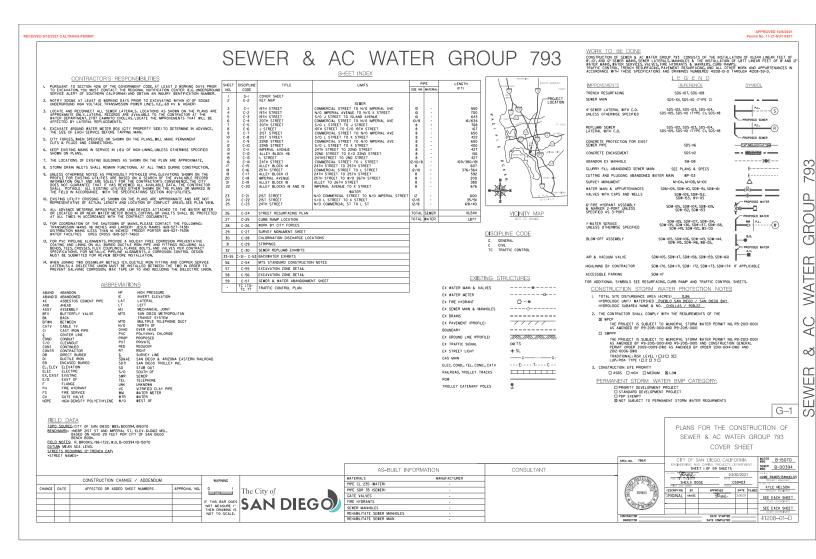
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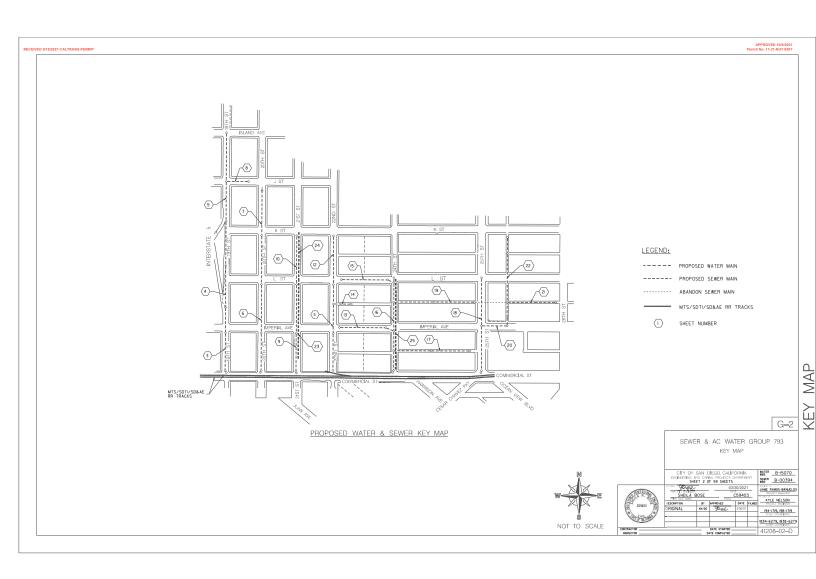
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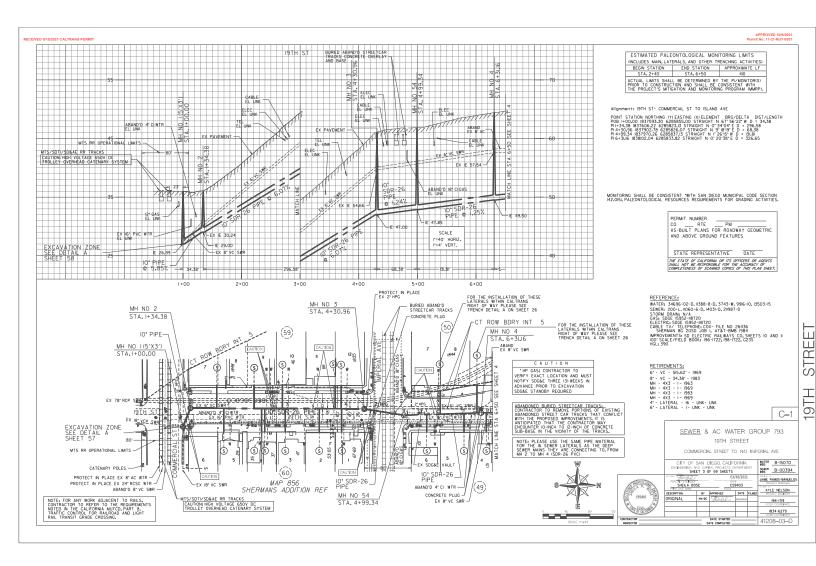
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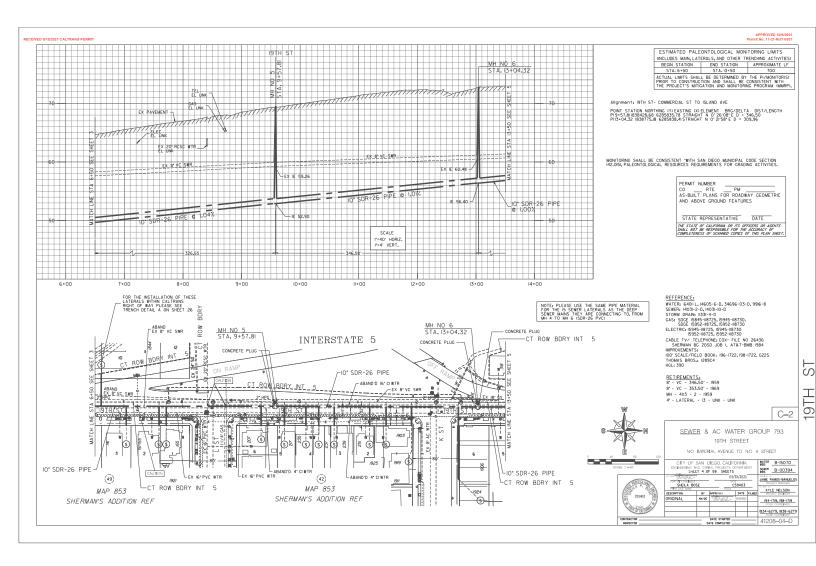
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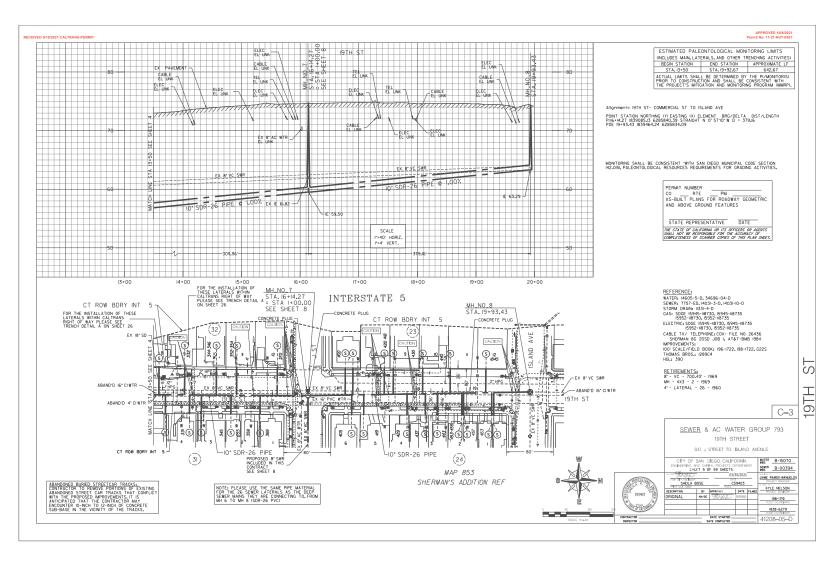
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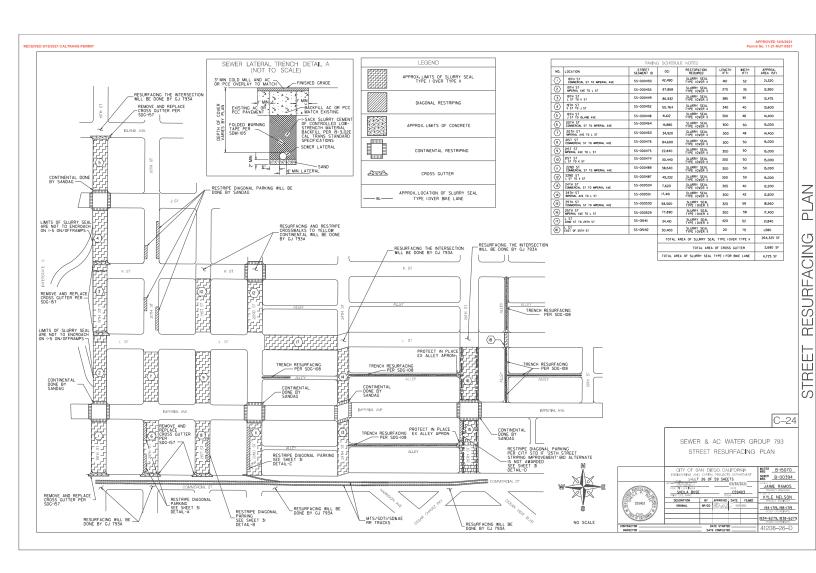


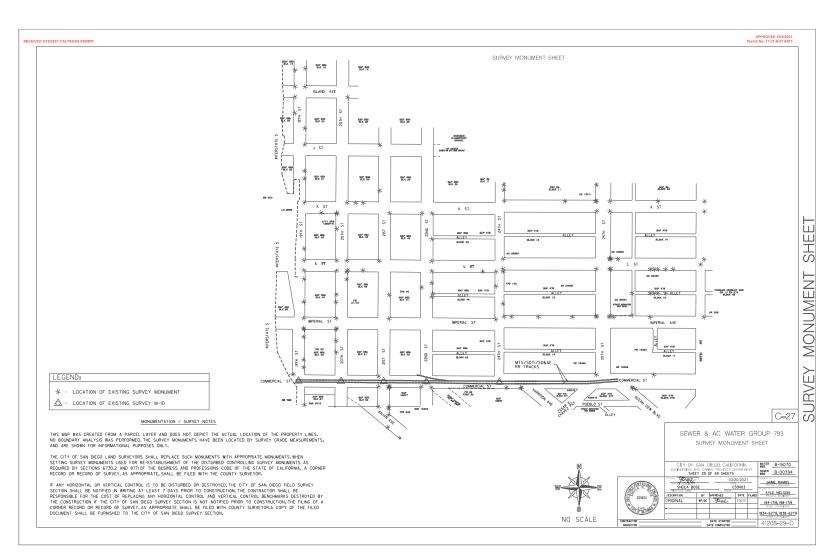












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- B. PERMITEE SHALL NOT USE OR STORE HAZAROOUS SUBSTANCES, AS DEFINED BY THE COMPREHENSIVE ENVERONMENTAL RESPONDER COMPRISATION, AND LABULITY ACT, AS AMENGED ICERCLA JOR PETROLEUM OF OLL AS DEFINED OF APPLICABLE ENVERONMENTAL LANS ON HITS ROM. 9. NO VENCULAR CROSSING OVER TRACKS SHALL BE INSTALLED OR USED BY PERMITEE WITHOUT PRIOR WRITTEN PERMISSION OF RALEROAD. 20. A WRITTEN NOTCE SHALL BE SUBMITTED TO MTS ONE ID BUSNESS DAY AFTER WORK IS COMPLETED WITHIN MTS R/W, ANY ADDITIONAL WORK REQUIRED TO REPLACE OR REPAR THE RALROAD FACULITES IN GOOD MORKINO DORDER WILL BE THE PERMITTEE RESPONSIBILITY FORD TO RELIEF FROM MANTEMANCE WITHIN THE PERMIT AREA. 21. PERMITTEE SHALL REMOVE ALL OF PERMITTEE S TOOLS, EQUIPMENT, AND MATERIALS FROM RAILROAD PREMISES PROMPTLY UPON COMPLETION OF WORK AND SHALL RESTORE ALL FACILITES, IMPROVEMENTS, LANDSCAPING, ETC., TO THEIR DRIGHLAL CONDITION OF AS SHORN ON PROJECT WORK SITE PLANS.
- I7. PERMITTEE SHALL NOT STORE EQUIPMENT, TOOLS, AND MATERIALS WITHIN FIFTEEN US) FEET FROM TROLLEY OPERABLE TRACK AND WITHIN TWENTY-FIVE (25) FEET FROM FREIGHT TRACK OPERATIONS.
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SECTION XX RAILROAD RELATIONS

XX-LO2 RAILROAD RIGHT OF ENTRY

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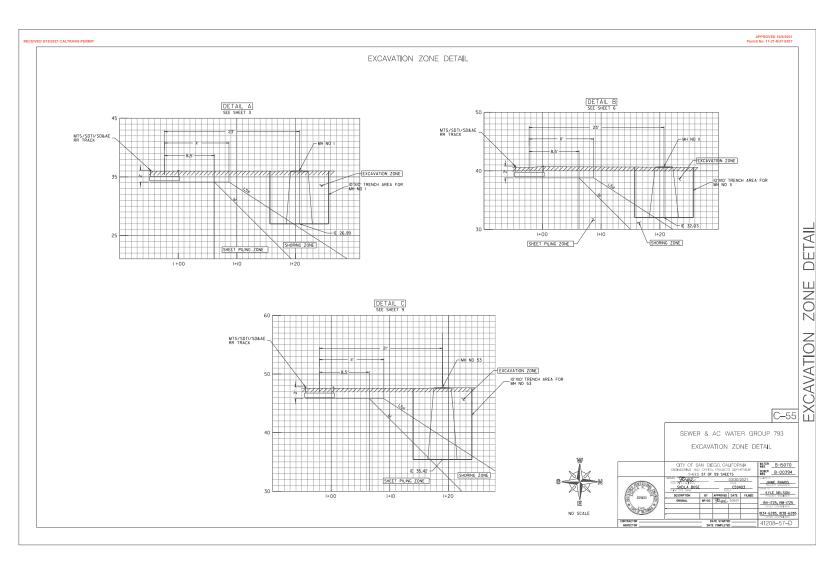
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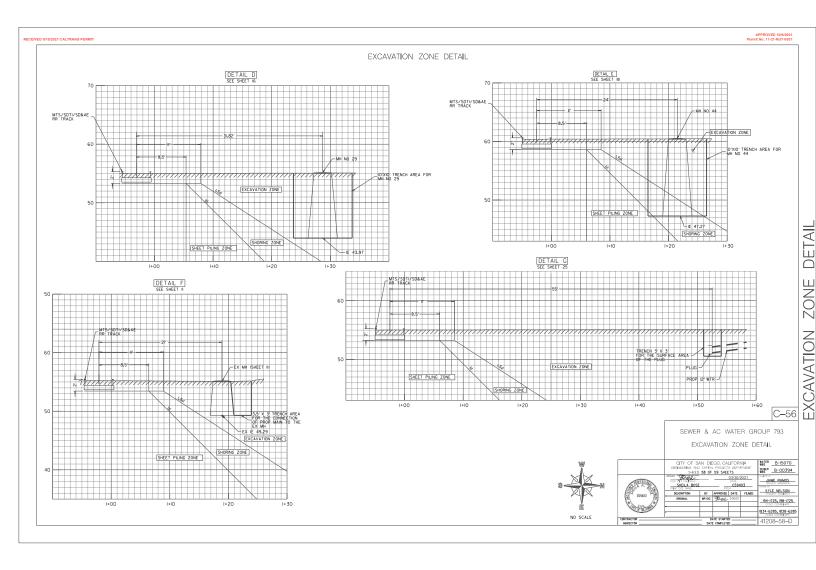
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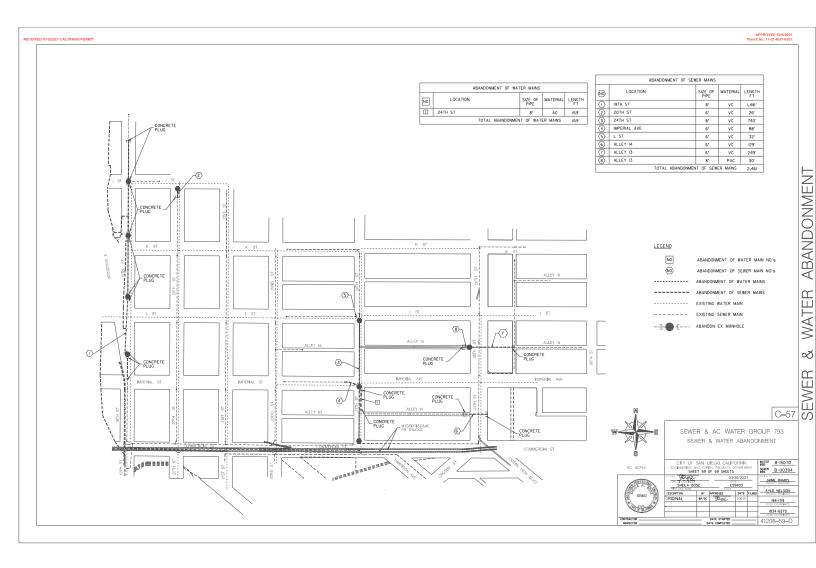
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TRAFFIC CONTROL NOTES

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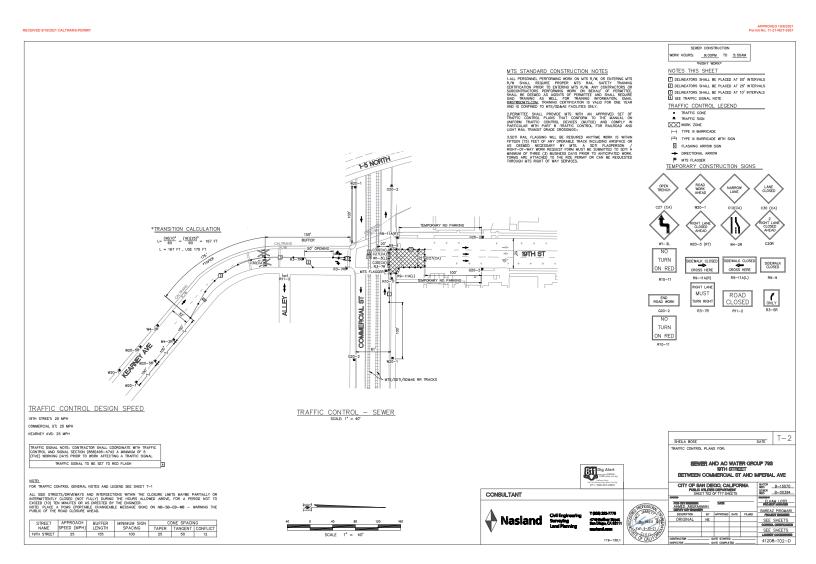


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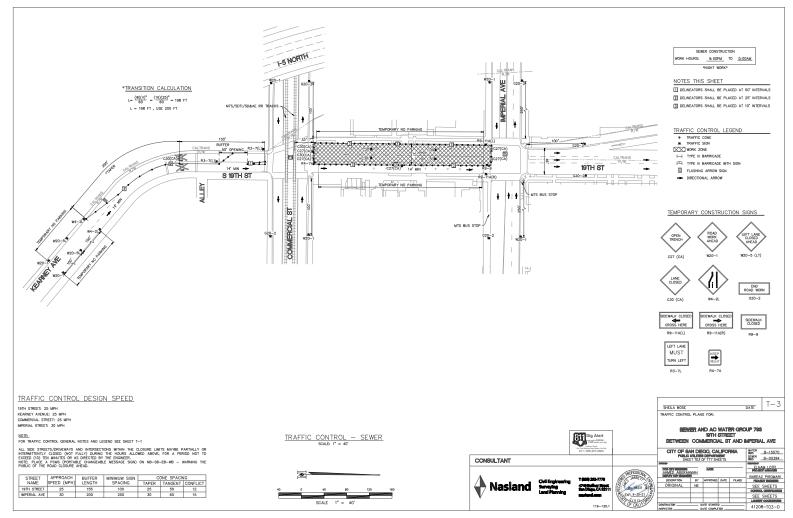
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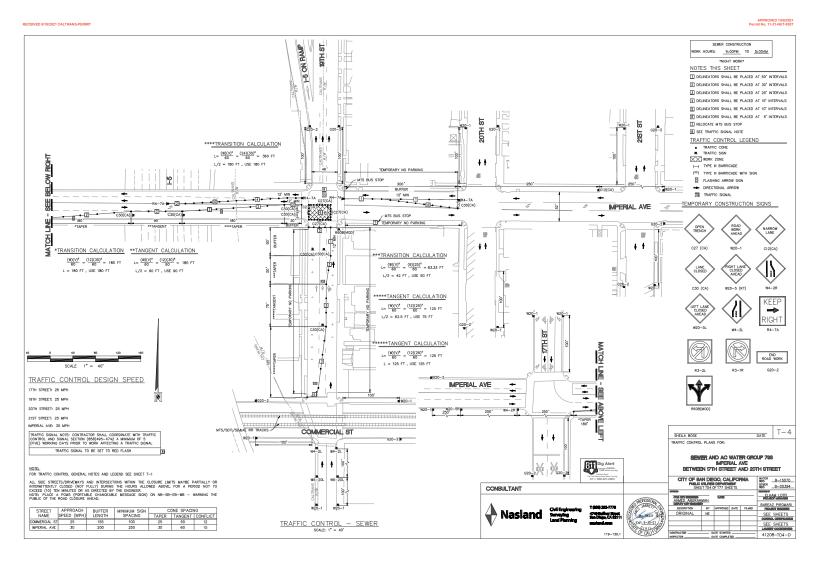
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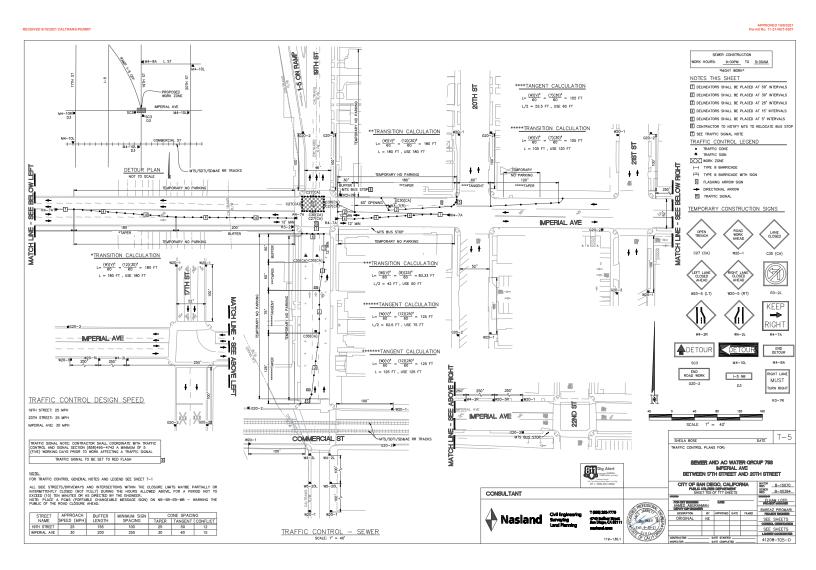


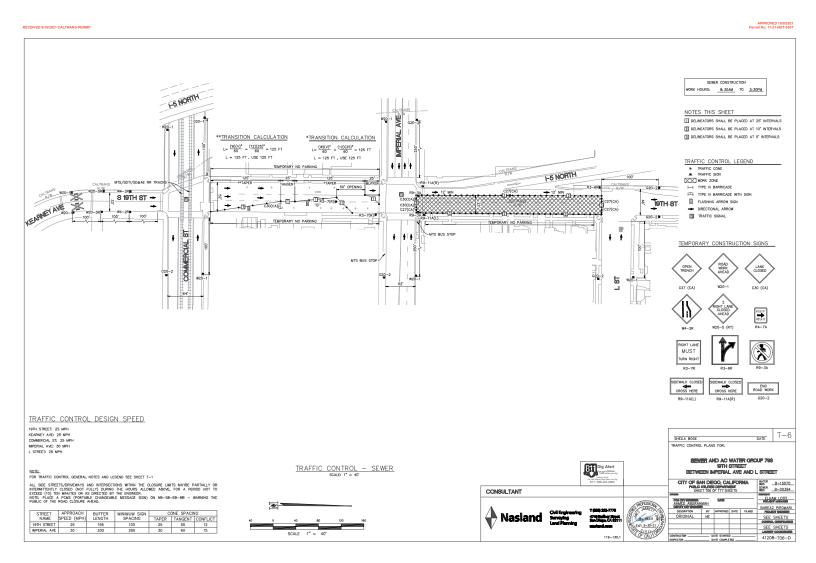


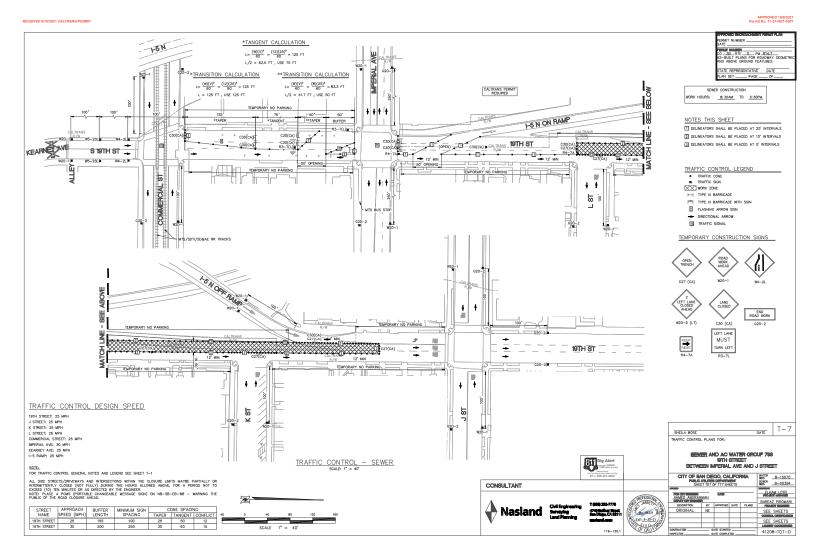


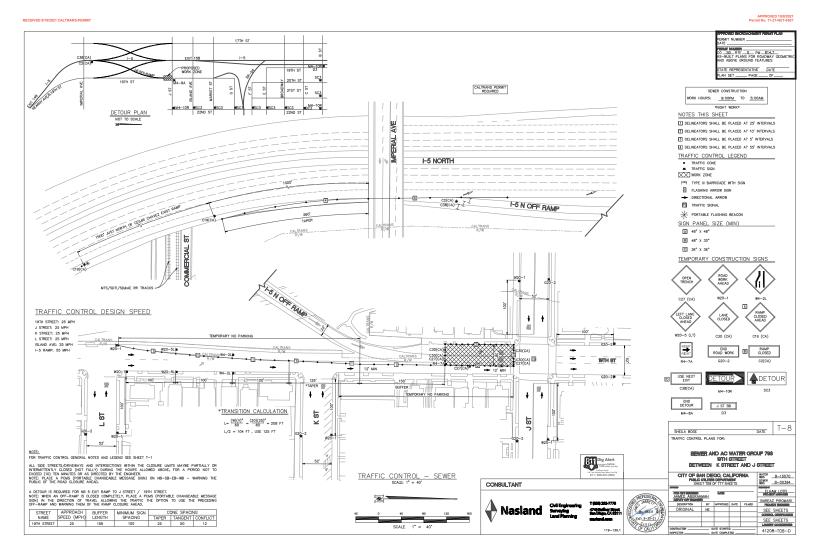


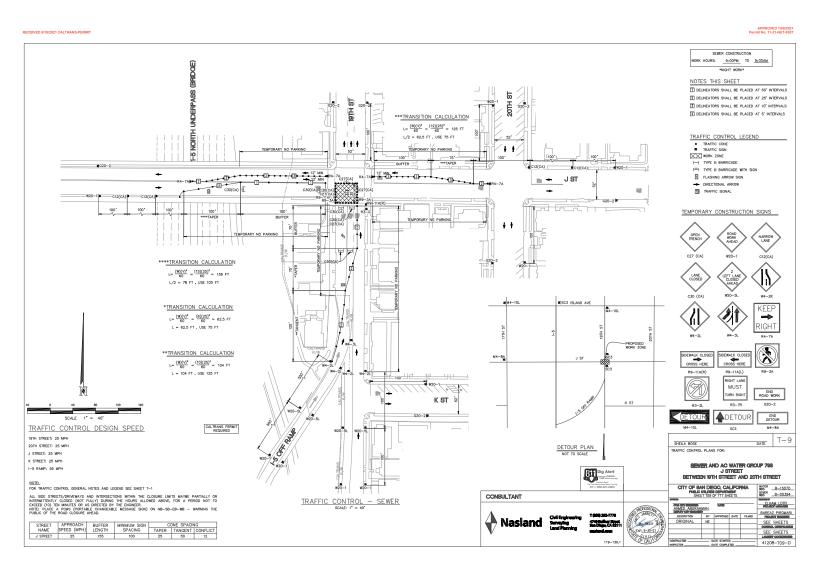
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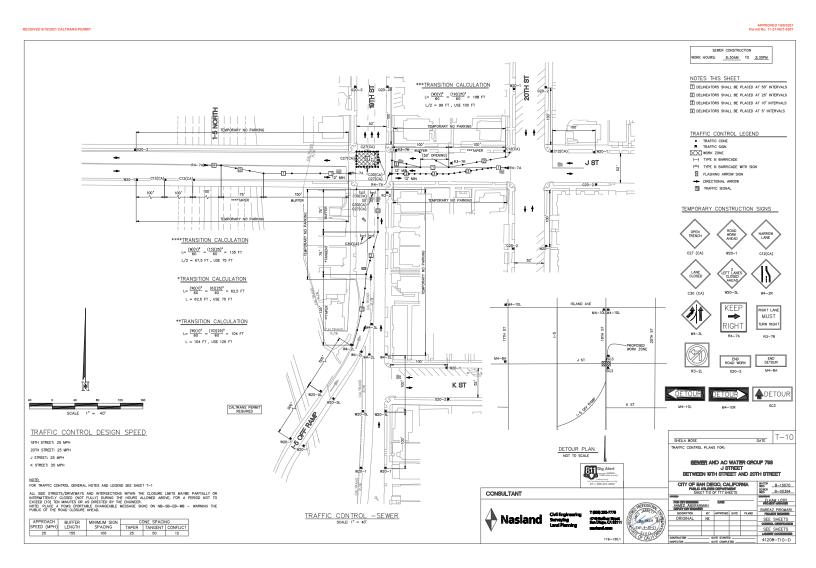




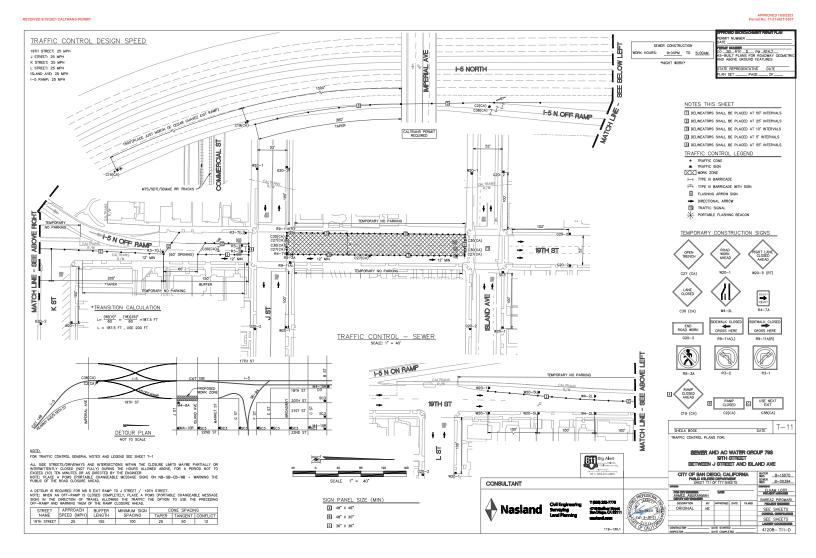


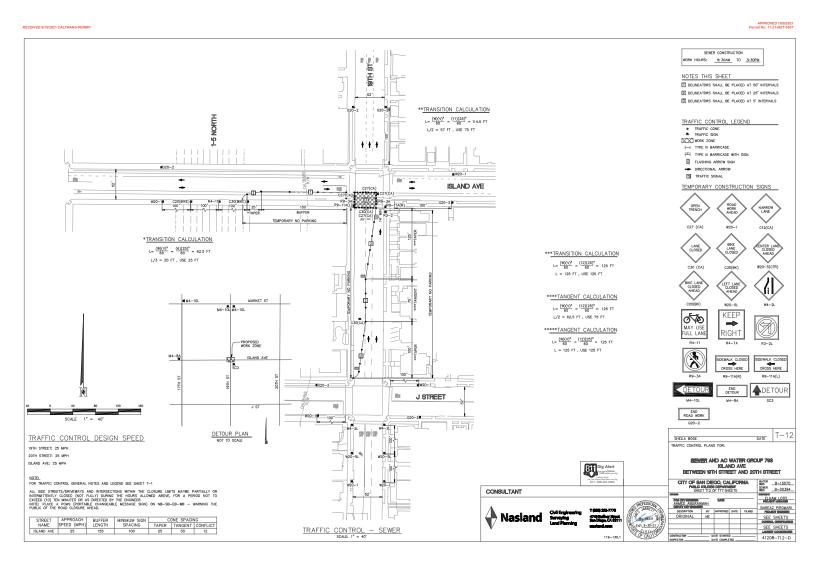


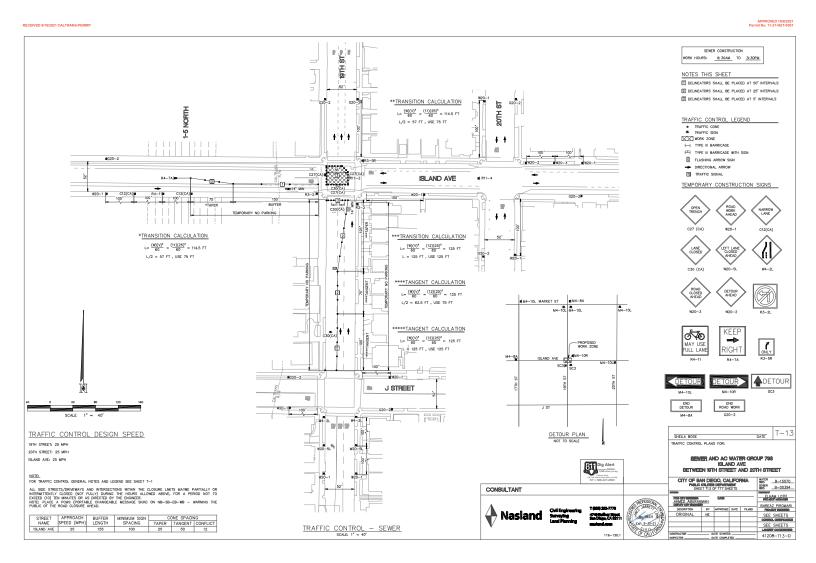


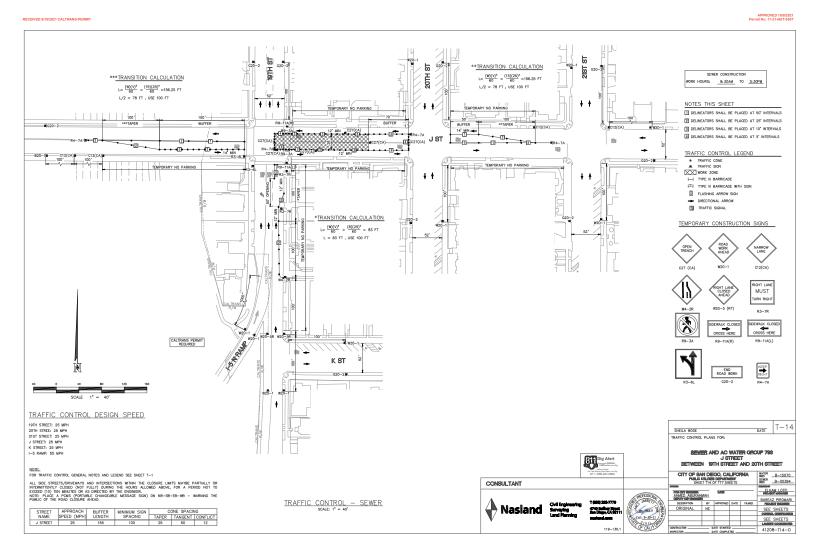


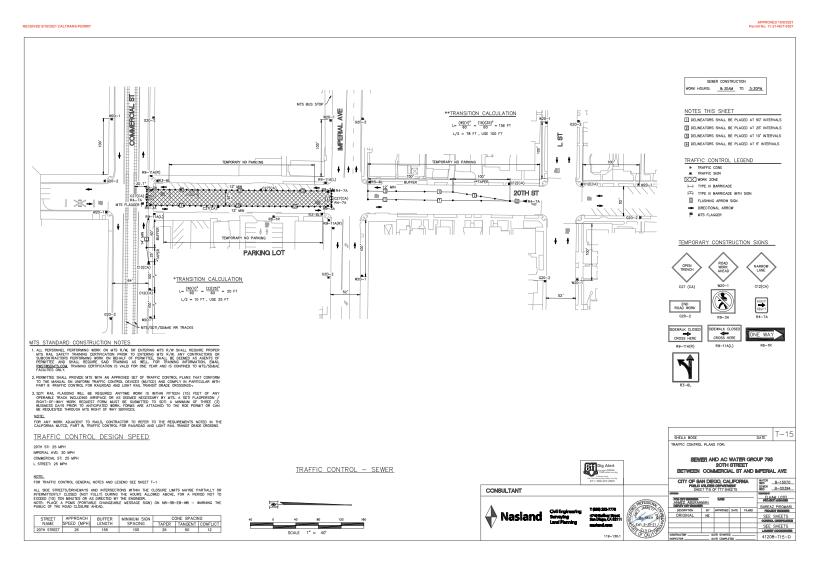
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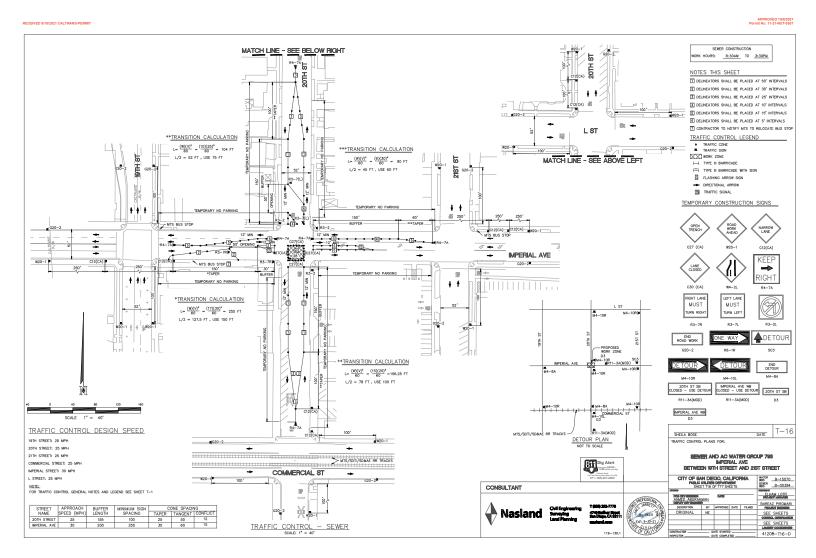


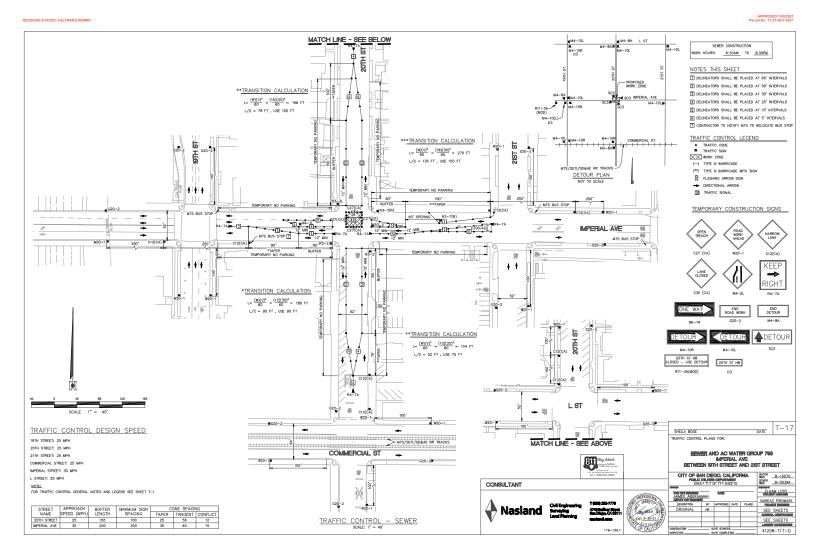


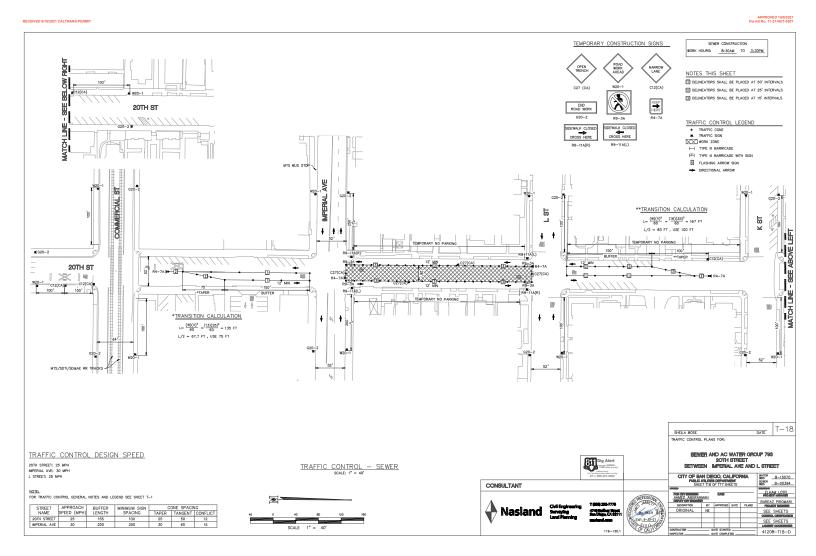


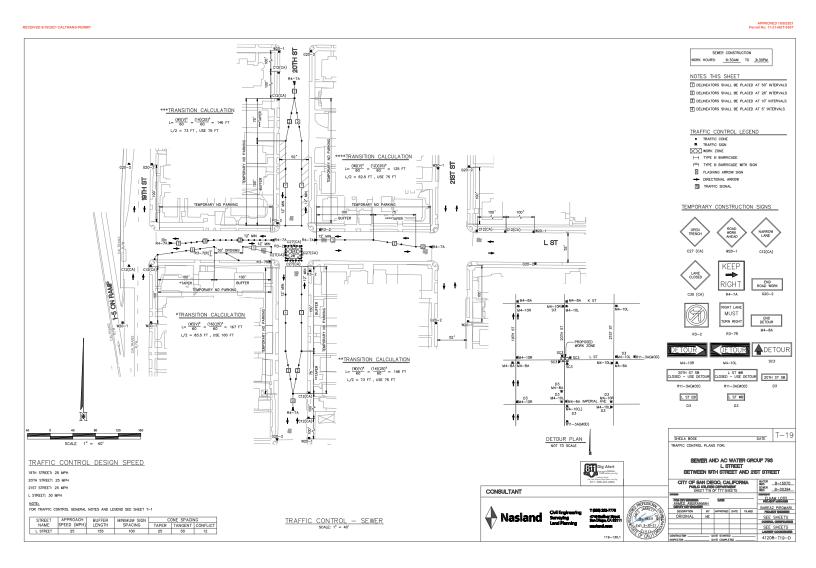


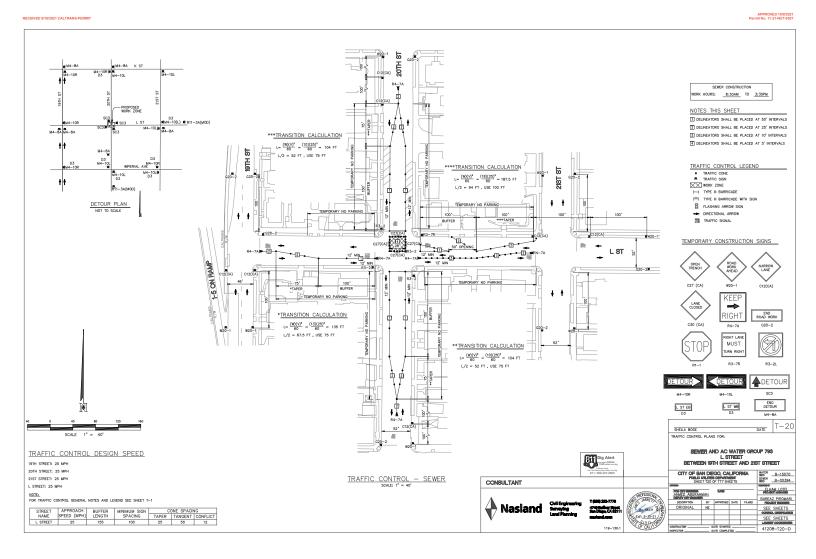


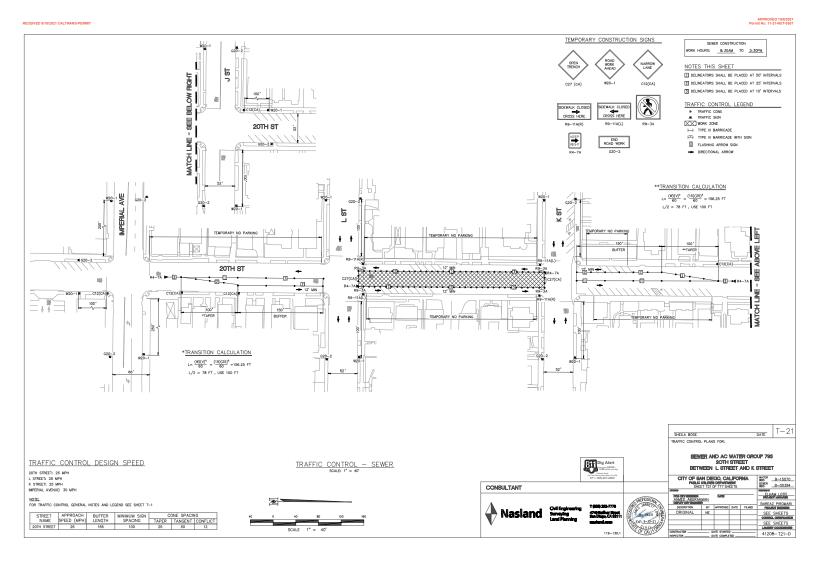


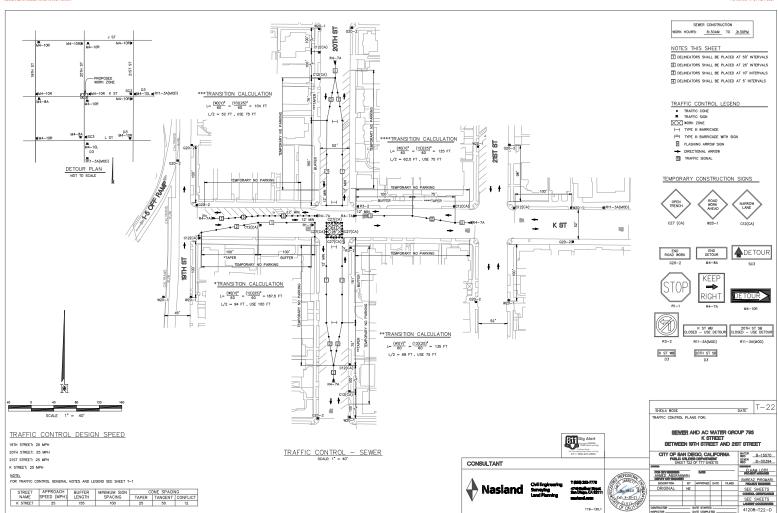












APPROVED 10/8/2021 Permit No. 11-21-NUT-0937

- I. All casing lengths must equal to the auger length.
- J. The casings within conventional highways must extend 5' beyond the back of curb or edge of pavement, or to the right of way line if less. Where PCC cross-gutter exists, the casing must extend at least 5' beyond the back of the cross-gutter, or to the right of way line if less.

Bore and receiving pits must:

- A. be located at least 10' or more from the edge of pavement on conventional highways in rural areas.
- B. be located 5' behind the concrete curb or AC dike on conventional highways in urban areas.
- C. be located 5' outside the toe of slope of embankment areas.
- D. be located outside access controlled highway rightsof-way.
- E. be adequately fenced and/or have a Type-K barrier placed around them.
- F. be adequately shored in accordance with Cal-OSHA requirements. Shoring for jacking and receiving pits located within 15' of traffic lanes on a State highway must not extend more than 36" above the pavement grade unless otherwise authorized by Department's representative. Reflectors must be affixed to the shoring on the sides facing traffic. A 6' chain link fence must be installed around the perimeter of the pits during non-working hours.
- G. have crushed-rock and sump areas to clear groundwater and water used to clean the casing. Where ground water is found and pumping is required, the pits must be lined with filter fabric.

UG 2. HORIZONTAL DIRECTIONAL DRILLING: Bore and receiving pits

When HDD is the approved method for pipe installation, drilling plans must contain information listed as follows:

- 1. Location of: entry and exit point, access pit, equipment, and pipe staging area.
- 2. Proposed drill path alignment (horizontal and vertical).
- 3. Location and clearances of all other facilities.
- 4. Depth of cover.
- 5. Soil analysis.*
- 6. Carrier pipe length, diameter, thickness, and material (HDPE/steel) and ream pipe diameter.

- 7. Detailed carrier pipe calculations confirming ability to withstand installation loads and long-term operational loads including H20.
- 8. Proposed drilling fluid composition, viscosity, and density (based on soils analysis).
- 9. Drilling fluid pumping capacity, pressures, and flow rates
- 10. State right-of-way lines, property, and utility right of way or easement lines.
- 11. Elevations.
- 12. Type of tracking method/system and accuracy used.
- 13. A detailed plan for monitoring ground surface movement (settlement or heave) resulting from the drilling operation.
- * May be waived by the District Permit Engineer for HDD jobs less than 6" in diameter and a traverse crossing less than 150'.

UG 3. LIMIT OF EXCAVATION: No excavation is allowed within 10' from the edge of pavement except in curbed urban areas or as specified in the permit. Where no curb exists and excavations within 10' of the traveled way are to remain open, a temporary Type-K railing must be placed at a 10:1 taper or as otherwise directed by the Department.

UG 4. TUNNELING: Review, requirements of Section 603.6A-6 of the Encroachment Permits Manual, if applicable. In addition to the requirements of "**UG1**" the following requirements apply:

- A. For the purpose of this provision, a tunnel is defined as any pipe, 30" or larger in diameter placed.
- B. When tunneling is authorized, the permittee must provide full-time inspection of tunneling operations. The Department's representative must monitor projects.
- C. A survey grid must be set and appropriately checked over the centerline of the pipe jacking or tunneling operation. Copies of the survey notes must be submitted to the Department's representative.
- D. Sand shields may be required as ground conditions change.
- E. The method used to check the grade and alignment must be approved by the Department's representative.
- F. Pressure grouting for liner plates, rib and spiling, or rib and lagging tunnels must be at every 8' section or at the end of work shift before the next section is excavated. All grouting must be completed at the end of each workday.
- G. A method for securing the headway at the end of each workday is required. Breastplates must be

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installed during working hours for running sand or super-saturated soil.

UG 5. CLEARANCE AND OFFSET

REQUIREMENTS: All installations must comply with Chapter 17, Article 4 of the Project Delivery Procedures Manual (PDPM) for utility clearance and offset requirements.

UG 6. FACILITIES EXEMPT FROM THE HIGH PRIORITY UTILITY REQUIREMENTS: The

following utilities (not including State owned utilities) are exempt from these policies and do not need to be plotted on the plans unless the depiction of the utility is needed for interconnectivity with the proposed work:

- Natural gas service lines less than 2 inches in pipe diameter that have normal operating pressures of 60 psig or less
- Subsurface electrical service connections with a potential to ground of 50 volts or less
- Service connections (laterals) for water, sewer, telephone, telecommunication, and cable service

All State owned utilities must be plotted on the plans.

UG 7. DETECTOR STRIP: A continuous metallic detector strip must be provided with non-metallic main installations. Service connections must be installed at right angles to the centerline of the State highway where possible.

UG 8. BACKFILLING: All backfilling must conform to the applicable sections of the Department's Standard Specifications. Ponding or jetting methods of backfilling are prohibited.

Any required compaction tests must be performed by a certified laboratory at no cost to the Department and the laboratory report furnished to the Department's representative.

UG 9. ROADWAY SURFACING AND BASE

MATERIALS: When the permit authorizes installation by the open cut method, surfacing and base materials and thickness thereof must be as specified in the permit.

Temporary repairs to pavements must be made and maintained upon completion of backfill until permanent repairs are made. Permanent repairs to pavements must be made within thirty (30) days of completion of backfill unless otherwise specified by the Department. Temporary pavement patches must be placed and maintained in a smooth riding plane free of humps and/or depressions.

UG 10. DAMAGE TO TREE ROOTS: Tree roots 3" or larger in diameter will not be cut within the tree drip

line when trenching or other underground work is necessary adjacent to roadside trees. If such roots are encountered, they must be tunneled under, wrapped in burlap and kept moist until the trench is backfilled. Trenching machines may not be used under trees if the trunk or limbs will be damaged by their use.

If the trees involved are close together and of such size that it is impractical to protect all roots over 3" in diameter, or when roots are less than 4" in diameter, outside tree drip line, special arrangements may be made whereby pruning of the tree tops to balance the root loss can be done by the permittee under the close supervision of the District Landscape Specialist or District Tree Maintenance Supervisor. Manholes must not be installed within 20' of any trunk.

UG 11. PIPES ALONG ROADWAY: Pipes and conduits paralleling the pavement must be located as shown on the plans or located outside of pavement as close as possible to the right-of-way line.

UG 12. BORROW AND WASTE: Borrow and waste will be allowed within the work limits only as specified in the permit.

UG 13. MARKERS: The permittee must not place any markers that create a safety hazard for the traveling public or departmental employees.

UG 14. CATHODIC PROTECTION: The permittee must perform stray current interference tests on underground utilities under cathodic protection. The permittee must notify the Department prior to the tests. The permittee must perform any necessary corrective measures and advise the Department.

UG 15. DELETED. Provision left blank intentionally

UG 16. INSTALLATION BY OPEN CUT

METHOD: When the permit authorizes installation by the open cut method no more than one lane of the highway pavement must be open-cut at any one time. Any exceptions must be in writing by the Department's representative. After the pipe is placed in the open section, the trench is to be backfilled in accordance with specifications, temporary repairs made to the surfacing and that portion opened to traffic before the pavement is cut for the next section.

If, at the end of the working day, backfilling operations have not been properly completed, steel plate bridging must be required to make the entire highway facility available to the traveling public in accordance with the "Steel Plate Bridging Special Provisions" (TR-0157)

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UG 17. PAVEMENT REMOVAL: PCC pavement to be removed must be saw cut at a minimum depth of 4" to provide a neat and straight pavement break along both sides of the trench. AC pavement must be saw cut to the full depth.

Where the edge of the trench is within 2' of existing curb and gutter or pavement edge, the asphalt concrete pavement between the trench and the curb or pavement edge must be removed.

UG 18. DELETED. Provision left blank intentionally.*

UG 19. SIDES OF OPEN-CUT TRENCHES: Sides of open cut trenches in paved areas must be kept as nearly vertical as possible. Trenches must not be more the 2' wider than the outside diameter of the pipe to be laid therein, plus the necessary width to accommodate shoring.

UG 20. EXCAVATION UNDER FACILITIES:

Where it is necessary to excavate under existing curb and gutter, or underground facilities, the void must be backfilled with two (2) sack cement-sand slurry.

UG 21. PERMANENT REPAIRS TO PCC

PAVEMENT: Repairs to PCC pavement must be made of Portland Cement Concrete containing a minimum of 658 lbs. or 7 sack of cement per cubic yard. Replaced PCC

pavement must equal existing pavement thickness. The concrete must be satisfactorily cured and protected from disturbance for not less than forty-eight (48) hours. Where necessary to open the area to traffic, no more than two (2%) percent by weight of calcium chloride may be added to the mix and the road opened to traffic after six (6) hours.

UG 22. REMOVAL OF PCC SIDEWALKS OR

CURBS: Concrete sidewalks or curbs must be saw cut to the nearest score marks and replaced equal in dimension to that removed with score marks matching existing sidewalk or curb.

UG 23. SPOILS: No earth or construction materials are to be dragged or scraped across the highway pavement, and no excavated earth placed or allowed to remain at a location where it may be tracked onto the highway traveled way, or any public or private approach by the permittee's construction equipment, or by traffic entering or leaving the highway traveled way. Any excavated earth or mud so tracked onto the highway pavement or public or private approach must be immediately removed by the permittee.

*NOTE: Special Provision was deleted since it is already part of the EP General Provisions (TR-0045)

HAZARDOUS MATERIALS AND HAZARDOUS WASTE MANAGEMENT

TR-0408 (New 09/2017)

By acceptance of this encroachment permit, Permittee hereby agrees that:

- 1. All construction debris/materials/water/excess soil must become the property of the Permittee, and must be transported and disposed of, outside of Caltrans' right-of-way, in accordance with all applicable environmental laws and regulations. The Permittee must be identified as the generator for all construction debris/materials/water/excess soil and must be responsible for proper identification (including sampling and analysis) and management of all construction and contaminated debris/materials/water/excess soil that are removed, and/or excavated, from the work site. If hazardous waste is generated, the Permittee must obtain an Environmental Protection Agency (EPA) Identification Number issued in their name. State Permit Inspector does not sign any manifests or shipping papers. The Permittee must be identified or written anywhere on the manifests or shipping papers. Prior to waste disposal, the Permittee should submit the waste generator form(s) to State Permit Inspector for verification. The Permittee must submit to the State Permit Inspector, a copy of all manifests and/or shipping papers generated for materials removed, transported and/or excavated from the state right-of-way.
- 2. If contaminated material is encountered, Permittee is to stop work and contact the State Permit Inspector immediately. The Permittee must submit a Sampling and Analysis Plan (SAP), and a Health and Safety Plan (HaSP) prepared by a Certified Industrial Hygienist (CIH) and in conformance with California Code of Regulations title 8, section 5192, "Hazardous Waste Operations and Emergency Response" for sampling activity through a separate permit application. Upon the permit review, additional environmental documents may be required prior to resumption of construction activity.
- 3. Permittee is responsible for any violation, penalty, enforcement action, corrective action, remedial action, and any other type of consequences resulting from cross contamination of groundwater (including perched groundwater), improper handling/managing of hazardous materials and/or placement of contaminated materials inside Caltrans right-of-way.
- 4. It is the Permittee's responsibility to comply with the Department of Toxic Substances Control (DTSC) ADL requirements for roadway soil management. Reuse of soils containing greater than 80 mg/kg total lead is not allowed without written approval of the DTSC and Caltrans. The Soil Management Agreement for Aerially Deposited Lead-Contaminated Soils between Caltrans and the DTSC does not constitute written approval for the Permittee to reuse soils containing greater than 80 mg/kg total lead.
- 5. The Permittee must implement the emergency notification requirements established in the California Office of Emergency Management Hazardous Materials, Spill / Release Notification Guidance (http://www.caloes.ca.gov/).
- 6. Any imported material used for backfill must be free of contamination, and a certificate of the material as "clean" with the source area of the material must be provided to Permit Inspector upon request. Importing soils containing greater than 80 mg/kg total lead for use in state right-of-way is not allowed.

Stockpiles of material containing aerially deposited lead shall not be placed where affected by surface run-on or run-off. Stockpiles shall be covered with plastic sheeting 13 mils minimum thickness or with one foot of nonhazardous material. Stockpiles shall not be placed in environmentally sensitive areas. Stockpiled material shall not enter storm drains, inlets, or waters of the State.

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STORMWATER SPECIAL PROVIONS FOR MINIMAL OR NO IMPACT (SWSP)

TR-0400 (Rev 05/2018)

- 1. GENERAL: The purpose of these Special Provisions is to provide the Permittee with specifications for water pollution control to minimize, prevent, or control the discharge of material into the air, surface waters, groundwater, and storm sewers owned by the State or local agencies. These provisions are not intended to take the place of the Caltrans Water Pollution Control Program (WPCP) for projects where soil disturbance from work activities less than one acre, or work activities of one acre or more subject to the preparation of the Caltrans Storm Water Pollution Prevention Plan (SWPPP). The Permittee must comply with the following Special Provisions and the direction of the State Representative. All Stormwater Best Management Practices (BMPs) must conform to Section 13 Water Pollution Control of Caltrans' Standard Specifications.
- NPDES REQUIREMENTS: The Permittee must be responsible 2. for full compliance with the Caltrans Storm Water Program and the Caltrans National Pollutant Discharge Elimination System (NPDES) Permit requirements (Order No. 2012-0011-DWQ, NPDES No CAS000003) and for and projects disturbing one acre or more of soil, full compliance with the California Construction General Permit (Order No. 2009-0009-DWO, NPDES No CAS000002) or for projects for projects that have one acre or more of soil disturbance in the Lahontan Region (Order No. R6T-2016-0010, NPDES No CAG616002). It is the Permittee's responsibility to install, inspect, and repair or maintain facilities and devices used for water pollution control practices (BMPs) before performing daily work activities. Installation, inspection and maintenance responsibilities on the job site include: 1) soil stabilization materials in work areas that are inactive or prior to storm events, 2) water pollution control devices to control sediment and erosion, 3) implementation of spill and leak prevention procedures for chemical and hazardous substances stored on the job site, 4) material storage, 5) stockpile management, 6) waste management, 7) non-stormwater management, 8) water conservation, 9) tracking controls and 10) illicit connection, illegal discharge detection and reporting. The Permittee must report to the State representative when discharges enter into receiving waters, adjacent property, drainage systems or when discharges could be a cause or a threat for water pollution. The Permittee must also control illicit discharges or illegal dumping prior to start of daily work schedule. Copies of written notices or orders from the Regional Water Quality Control Board or other regulatory agency must be provided to the State representative within 48 hours of reported activity. For additional information on stormwater compliance, visit the State Water Resources Control Boards storm water Website at:

http://www.waterboards.ca.gov/water_issues/programs/stormwater

- **3. RESPONSIBILITY FOR DEBRIS REMOVAL:** The Permittee must be responsible for preventing sediment, trash, debris, and other construction waste from entering the street, the storm drains, local creeks, or any other bodies of water.
- 4. **SPOILS AND RESIDUE:** The Permittee must vacuum any saw-cut concrete waste material, debris, residue, etc. No spoils, debris, residue, etc. must be washed into a drainage system.
- 5. SWEEPING: Sweep paved roads at construction entrance and exit locations and surrounding paved areas daily within the job

site during: 1) clearing and grubbing, 2) earthwork, 3) trenching, 4) soil disturbance, 5) pavement grinding and/or cutting, and 6) after observing tracking of material onto or off the State property. Keep dust to a minimum during sweeping activities. Use vacuum whenever dust generation is excessive or sediment pickup is ineffective.

Roadways or work areas must not be washed down with water. Street sweeping operations must conform to Section 13 Water Pollution Control of Caltrans' Standard Specifications.

- 6. VEHICLES AND EQUIPMENT: Permittee must prevent all vehicles, equipment, etc. from leakage or mud tracking onto roadways. If leaks cannot be repaired immediately, remove the vehicle or equipment from the job site.
- 7. MAINTENANCE AND FUELING OF VEHICLES AND EQUIPMENT: Maintenance and fueling of equipment must not result in any pollution at the job site. The Permittee must immediately clean up spills/leaks, and properly dispose of contaminated soil and materials.
- 8. **CLEANING VEHICLES AND EQUIPMENT:** Limit vehicle and equipment cleaning or washing at the job site except what is necessary to control vehicle tracking or hazardous waste. The Permittee must clean all equipment within a bermed area or over a drip pan large enough to prevent run-off. No soaps, solvents, degreasers, etc. must be used in State right-of-way. Any water from this operation must be collected and disposed of at an appropriate site. Containment berms or dikes must be used for fueling, washing, maintaining and washing vehicles or equipment in outside areas. Containment must be performed at least 100 feet from concentrated flows of storm water, drainage courses, and storm drain inlets if within a flood plain, otherwise at least 50 feet if outside the floodplain. Keep adequate quantities of absorbent spill- cleanup material and spill kits in the fueling or maintenance area and on fueling trucks.
- 9. **DIESEL FUELS:** The use of diesel fuel from petroleum or other fossil fuel as a form-oil or solvent is not allowed.
- **10. WEATHER CONDITIONS AT WORKSITE:** Any activity that would generate fine particles or dust that could be transported off site by stormwater must be performed during dry weather.
- 11. WIND EROSION PROTECTION: The use of Wind Erosion BMPs must be deployed year-round in instances where dust or fine particles could be transported off site.
- **12. HOT MIX ASPHALT:** Runoff from washing hot mix asphalt must not enter into any drainage conveyances.
- **13. PROTECTION OF DRAINAGE FACILITIES:** The Permittee must protect/cover gutters, ditches, drainage courses, and inlets with gravel bags, fiber rolls, State approved fabric filters, etc., to the satisfaction of the State representative during grading, paving, saw-cutting, etc. and materials must conform to Section 13-6.02 Materials for Water Pollution Control of Caltrans' Standard Specifications. No such protection measures must cause an obstruction to the traveling public. The Permittee must implement spill and leak prevention procedures for chemicals and hazardous substances stored on the job site (including secondary containment requirements) in accordance to section 13-4.03B Spill Prevention and Control, and 14-11 Hazardous Waste and Contamination, Water Pollution Control of Caltrans' Standard Specifications.
- 14. PAINT: Rinsing of painting equipment and materials is not permitted in State right-of-way. When thoroughly dry, dispose of

the following as solid waste: dry latex paint, paint cans, used brushes, rags, gloves, absorbent materials, and drop cloths. Oil based paint sludge and unusable thinner must be disposed of at an approved hazardous waste site.

- 15. CONSTRUCTION MATERIALS: Stockpile of all construction materials, including, but not limited to; pressure treated wood, asphalt concrete, cold mix asphalt concrete, concrete, grout, cement containing premixes, and mortar, must conform to section 13-4.03C (2) Material Storage & 13-4.03C (3) Stockpile Management of Caltrans' Standard Specifications.
- **16. CONCRETE EQUIPMENT:** Concrete equipment must be washed in a designated washing area in a way that does not contaminate soil, receiving waters, or storm drain systems.
- **17. EXISTING VEGETATION:** Established existing vegetation is the best form of erosion control. Minimize disturbance to existing vegetation. Damaged or removed vegetation must be replaced as directed by the State Representative.
- **18. SOIL DISTURBANCE:** Soil disturbing activities must be avoided during the wet weather season. I f construction activities during wet weather are allowed in your permit, all necessary erosion control and soil stabilization measures must be implemented in advance of soil disturbing activity.
- **19. SLOPE STABILIZATION AND SEDIMENT CONTROL:** Consider a certified expert in Erosion and Sediment control in cases where slopes are disturbed during construction. The Permittee is directed to comply with Section 13.5 Temporary Soil Stabilization and Section 21 Erosion Control of Caltrans' Standard Specifications during application of temporary soil stabilization measures to the soil surface. Fiber rolls or silt fences may be required down slope until permanent soil stabilization is established. Remove the accumulated sediment whenever the sediment accumulates to 1/3 of the linear sediment barrier height. The Permittee must limit the use of plastic materials when more sustainable, environmentally friendly alternatives exist or when environmental regulations prohibit their use within the project.
- **20. STOCKPILES:** Stockpiles containing aggregate and/or soil must be stored at least 100 feet from concentrated flows of storm water, drainage courses, and storm drain inlets if within a flood plain, otherwise at least 50 feet if outside the floodplain, and must be covered and protected with a temporary perimeter sediment barrier. Cold mix stockpiles must be stored on an impermeable surface and covered with 9 mil plastic to prevent contact with water. Minimize stockpiling of materials on the job site. Manage stockpiles by implementing the water pollution control practices in Section 13-4.03C (3) Stockpile Management of the State of California standard specifications for construction.
- **21. DISCOVERY OF CONTAMINATION:** The State Representative must be notified in case any unusual discoloration, odor, or texture of ground water, is found in excavated material or if abandoned, underground tanks, pipes, or buried debris are encountered.
- 22. SANITARY AND SEPTIC WASTE: Do not bury or discharge wastewater from a sanitary or septic system within the highway. Properly connected sewer facilities are free from leaks. With State Representative approval place portable sanitary facility at least 50 feet away from storm drains, receiving waters, and flow lines. Permittee must comply with local health agency provisions when

using an on-site disposal system.

- **23.** LIQUID WASTE: Prevent job site liquid waste from entering storm drain systems and receiving waters. Drilling slurries, grease or oil-free waste water or rinse water, dredging, wash water or rinse water running off a surface or other non-storm water liquids not covered under separate waste water permits must be held in structurally sound, leak-proof containers, such as portable bins or portable tanks. Store containers at least 50 feet away from moving vehicles and equipment. Liquid waste may require testing to determine hazardous material content prior to disposal. All measures must conform to section 13-4.03D (5) Liquid Waste, Water Pollution Control of Caltrans' Standard Specifications.
- 24. WATER CONTROL AND CONSERVATION: Manage water use in a w ay that will prevent erosion and the discharge of pollutants into storm drain systems and receiving waters. Direct runoff, including water from water line repair from the job site to areas where it can infiltrate into the ground. Direct water from off-site sources around the job site or from contact with jobsite runoff.
- **25. PILE DRIVING:** Keep spill kits and cleanup materials at pile driving locations. Park pile driving equipment over drip pans, absorbent pads, or plastic sheeting with absorbent material, and away from stormwater run-on when not in use.
- **26. DEWATERING**: Dewatering consists of discharging accumulated storm water, groundwater, or surface water from excavations or temporary containment facilities. All dewatering operations must comply with the latest Caltrans guidelines including the Field Guide for Construction Site Dewatering. Contact State representative for approval of dewatering discharge by infiltration or evaporation, otherwise, any effluent discharged into a permitted storm water system requires approval from the Regional Water Quality Control Board. Prior to the start of dewatering, the Permittee must provide the State Representative with a dewatering and discharge work plan that complies with section 13-4.03G Dewatering, Water Pollution Control of Caltrans' Standard Specifications. A copy of the Waste Discharge Permit and a copy of a valid WDID number issued by the Regional Board must be provided to the State representative.

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BACKFILL REQUIREMENTS

A. Backfill Within Existing or Proposed Paved Areas:

1. Material for use as structure backfill shall have a sand equivalent of not less than 20. The percentage composition by weight as determined by laboratory sieves shall conform to the following grading:

Sieve Sizes	1	•	• .		•	Percentage Passing Sieves
3" No. 4				 	 	 100
No. 30				 1 141 val 141 val 147 174 val ant als val ant ant ant	 	

Backfill material shall be placed in horizontal, uniform layers not exceeding 8 in. in thickness, before compaction, and shall be brought up uniformly on all sides of the structure or facility. Each layer of backfill shall be compacted to a relative compaction of not less than 95 percent.

Controlled Low Strength Material (CLSM) shall be allowed for trench backfill if it meets Caltrans 2010 Standard Specifications 19-3.02F and 19-3.03I.

- 2. The upper 8 in. shall consist of 6 in. Class 1 high early strength portland cement concrete (7 sack Type III cement) or Class 1 portland cement concrete (7 sack Type II with 2 percent calcium chloride by weight of cement). Cold plane a depth of 0.15' (2 in.) of asphalt concrete extending outside the underlying trench a minimum distance of 12 in on each side. Pavement shall be saw-cut a minimum of 2.5 in. deep to a neat, straight line. Traffic shall not be allowed across the trench area until the PCC has been poured and has had reasonable time to set and permanent or temporary AC paving is in place.
- 3. In cases where the trench width does not exceed 6 feet, requirement A2 may be waived and the following requirements substituted: the backfill material shall conform to A1 above and shall be thoroughly mixed with 2 sacks of portland cement per cubic yard. Placement and compaction shall conform to A.1. The upper portion shall consist of a tack coat of liquid asphalt and 4 in. asphalt concrete placed and compacted in two even lifts and rolled to a smooth even finish. Traffic shall not be allowed across the trench area until the AC paving is in place.
- 4. For paved shoulders only, upon express permission of the State's Inspector, Provision A may be waived and Provision 3 backfill requirements shall apply.

B. Backfill in Paved Shoulder Areas:

The backfill to within 12 in. of the existing or proposed profile grade shall conform to A1 above. The upper 12 in. shall consist of 8 in. Class 2 aggregate base compacted to a relative compaction of not less than 95 percent, covered with a tack coat of liquid asphalt and 4 in. asphalt concrete placed and compacted in two lifts and rolled to a smooth, even finish.

C. Backfill in Unpaved Shoulder Areas:

The backfill to within 12 in. of the existing or proposed profile grade shall conform to A1 above. The upper 12 in. shall consist of Class 2 aggregate base compacted to not less than 95 percent.

D. <u>Backfill Outside of Highway Shoulders:</u>

The backfill material may consist of material from excavation, free from stones or lumps exceeding 3 in., vegetable matter, or other unsatisfactory material, and shall be compacted in lifts not exceeding 8 in. to a relative compaction of 90 percent. When the material from excavation is unsuitable for use as backfill, it shall be disposed of and replaced with material meeting the above requirements of A1.

Excess material shall be disposed of outside the State right of way or at a location designated by the Department of Transportation's representative.

STEEL PLATE BRIDGING UTILITY TR -0157 (Rev. 04/2018)

To accommodate excavation work, steel plate bridging may be necessary. All conditions for use of steel plate bridging should be set forth in the special provisions.

Consideration of steel plate bridging should take into account the following factors:

- 1. Traffic speed.
- 2. Traffic Volume and Composition.
- 3. Duration and dimensions (width & daily estimated lengths) of the proposed excavation.
- 4. Weather conditions.

When backfilling operations of an excavation in the traveled way, whether transverse or longitudinal, cannot be properly completed within a work day, steel plate bridging with a non-skid surface and shoring (see Trenching & Shoring) may be required to preserve unobstructed traffic flow. In such cases, the following conditions shall apply:

- 1. Steel plate bridging on freeways is not allowed.
- 2. Steel plates used for bridging must extend a minimum of 12" beyond the edges of the trench.
- 3. Steel plate bridging shall be installed to operate with minimum noise.
- 4. The trench shall be adequately shored, (as mentioned in Section 603.6B-2 of the Encroachment Permits Manual) to support the bridging and traffic loads.
- 5. Temporary paving with cold asphalt concrete shall be used to feather the edges of the plates, if plate installation by Method (2) described below, is used.
- 6. Bridging shall be secured against displacement by using adjustable cleats, shims, or other devices.

As required by the district, steel plate bridging and shoring shall be installed using either Method (1) or (2):

Method 1 For speeds of 45 MPH or greater:

The pavement shall be cold planed to a depth equal to the thickness of the plate and to a width and length equal to the dimensions of the plate.

Approach plate(s) and ending plate (if longitudinal placement) shall be attached to the roadway by a minimum of 2 dowels pre-drilled into the corners of the plate and drilled 2" into the pavement. Subsequent plates are to be butted and tack welded to each other.

Method 2 For Speeds less than 45 mph:

Approach plate(s) and ending plate (if longitudinal placement) shall be attached to the roadway by a minimum of 2 dowels pre-drilled into the corners of the plate and drilled 2" into the pavement. Subsequent plates are to be butted and tack welded to each other. Fine graded asphalt concrete shall be compacted to form ramps, maximum slope 8.5 % with a minimum 12" taper to cover all edges of the steel plates. When steel plates are removed, the dowel holes in the pavement shall be backfilled with either graded fines of asphalt concrete mix, concrete slurry, epoxy or an equivalent that is satisfactory to the Caltrans' representative.

The permittee is responsible for maintenance of the steel plates, shoring, asphalt concrete ramps, and ensuring that they meet minimum specifications. Unless specifically noted or granted in the special provisions, or approved by the State representative, steel plate bridging shall not exceed 4 consecutive working days in any given week. Backfilling of excavations shall be covered with a minimum 3" temporary layer of cold asphalt concrete.

The following table shows the advisory minimal thickness of steel plate bridging required for a given trench width (A-36 grade steel, designed for HS20-44 truck loading per Caltrans Bridge Design Specifications Manual).

Trench Width	Minimum Plate Thickness
10"	1/2"
1'-11"	3/4"
2'-7"	7/8"
3'-5"	1"
5'-3"	1 3/4"

NOTE: For spans greater than 5'-3", a structural design shall be prepared by a California registered civil engineer.

All steel plates within the right of way whether used in or out of the traveled way shall be without deformation. Inspectors can determine the trueness of steel plates by using a straight edge and should reject any plate that is permanently deformed.

Steel plates used in the traveled portion of the highway shall have a surface that was manufactured with a nominal Coefficient Of Friction (COF) of 0.35 as determined by California Test Method 342 (See Appendix H, Encroachment Permits Manual). If a different test method is used, the permittee may utilize standard test plates with known coefficients of friction available from each Caltrans District Materials Engineer to correlate skid resistance results to California Test Method 342. Based on the test data, the permittee shall determine what amount of surface wear is acceptable, and independently ascertain when to remove, test, or resurface an individual plate.

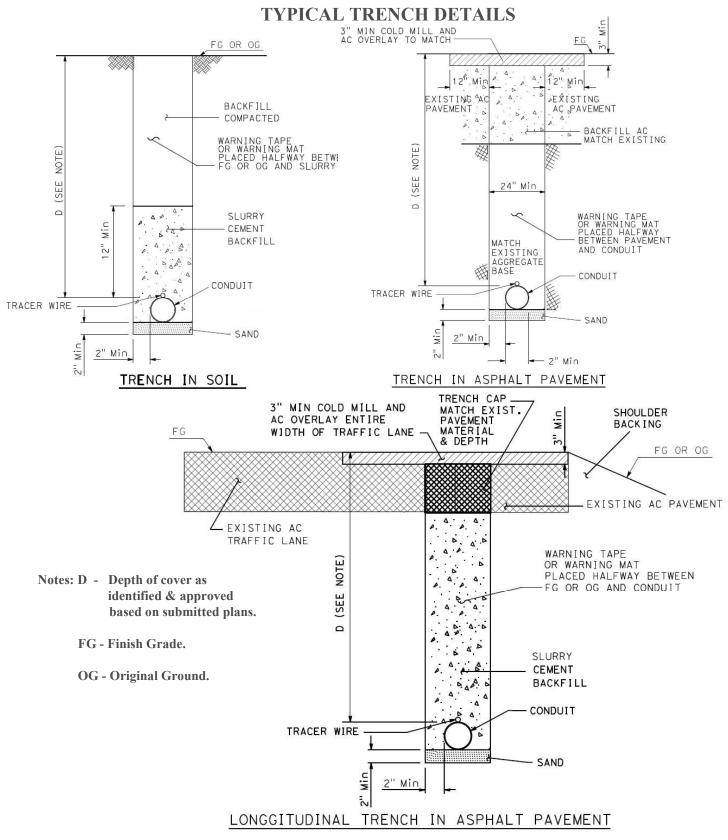
Caltrans Inspectors should not enforce plate removal unless it is permanently deformed or delivered without the required surfacing. However, an inspector should document in a diary all contacts with the contractor.

A "Rough Road" (W8-8) sign and a "Steel Plate Ahead" (W8-24) sign with black lettering on an orange background must be used in advance of steel plate bridging along with the required construction area signs. These signs must be used along with any other construction area signs.

Surfacing requirements are not necessary for steel plates used in parking strips, on shoulders not used for turning movements, or on connecting driveways, etc., not open to the public.

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• All work must be authorized by the encroachment permit, and/or as directed by the State's representative. (Notes continue on page 2)

- Must include tracer wire or other continuous measure to provide positive subsurface detection for the life of the facility (Project Development Procedures Manual (PDPM) Chapter 17).
- Open trench installation of underground utility facilities must include warning tape or warning mats complying with the American Public Works Association (APWA) Uniform Color Code for identifying the type of underground utility. Where mechanical protection is installed, warning tape must be placed above the mechanical protection and below the roadbed subgrade as shown on the details. (PDPM Chapter 17).
- Clearance between the trench wall and conduit of less than 6 inches in width shall be a minimum of 2 inches. Clearance between the trench wall and conduit of greater than 6 inches in width shall be a minimum of 6 inches.
- When the trench width is less than 24 inches the backfill for subgrade must consist of slurry cement. Controlled Low-Strength Material (CLSM) can be substituted at the discretion of the State's representative.
- When trench width is greater than 24 inches compacted aggregate base may be used for backfilling.
- Structure backfill and compaction must conform to Section 19-3.02C and 3.03 of the Standard Specifications.
- For trench located under unimproved surface, structure backfill can use the original soil. Soil must be compacted by mechanical means. Ponding, jetting or flooding are not allowed. Slurry cement backfill is not optional unless approved by the Caltrans District.
- Slurry cement backfill must conform to Section 19-3.02E of the Standard Specifications.
- Aggregate base and its compaction shall conform to Section 26 of the Standard Specifications.
- CLSM if used must conform to Section 19-3.02G of the Standard Specifications. When CLSM is utilized the mix design and test results must be submitted to the State's representative. See Appendix H of the Encroachment Permits Manual for additional information.
- Cold planed surface and overlay shall be to the nearest lane line for the entire length of the trench/disturbed areas, and/or as directed by the State's representative.
- When Hot mix asphalt (HMA) is used to backfill Asphalt Concrete (AC) Section of the road, HMA must conform to Section 39 of the Standard Specifications.
- A paving notch ("T" Cut) shall be cold planed in exist asphalt concrete to a minimum width of 12 inches beyond each side of the trench and to a depth of 3 inches for the final layer of HMA.
- AC used to replace pavement section shall match existing pavement depth, unless directed otherwise by the State's representative.
- A tack coat of asphaltic emulsion conforming to Section 39-2.01C (3) (f) shall be applied.
- When the trench is within 4 feet of curb and gutter, additional cold planning may be required at the discretion of the State's representative. Potholes or trenches separated / adjoined by 10 feet or less to be overlaid together at the discretion of the State's representative.
- Pavement markings and/or striping removed or damaged during construction must be replaced in kind as directed by the State's representative.
- Other trench related details are shown in Chapter 6 of the Encroachment Permits Manual as well as the Trenching and Shoring Manual. Both publications can be found on the State of California, Department of Transportation's website.
- If trench is located in the roadway where Portland Cement Concrete (PCC) exist, remove the concrete to a depth of at least 3 feet below finished grade as per standard Specification 15-1.03B. Replace entire concrete slab from joint to joint as directed by State's representative.
- Electrical systems installations that are part of State Highway System must be installed in compliance with Caltrans Standard Specifications, Section 87.

UTILITY UNDERGROUND PROVISIONS (UG)

TR - 0163 (Rev. 04/2018)

In addition to the attached General Provisions (TR-0045), the following special provisions are also applicable:

High priority utilities, pressurized facilities, pipes or ducts 6" or larger in diameter, or placement of multiple pipes or ducts, regardless of diameters are required to be encased on both conventional and access-controlled highway rights-of-way.

A "High Priority Utility" is defined as: 1) a natural gas pipeline greater than 6" in diameter, or with normal operating pressures greater than 60 psig, 2) petroleum pipelines, 3) pressurized sanitary sewer pipelines, 4) high-voltage electric supply lines, conductors, or cables that have a potential to ground of greater than or equal to 60 kV, or 5) hazardous materials pipelines that are potentially harmful to workers or the public if damaged.

An exception to this policy may be allowed on a case by case basis for the installation of Uncased High-Pressure Natural Gas Pipelines when in compliance with the TR-0158 Special Provisions.

The pavement or roadway must not be open-cut unless specifically allowed under a separate "UT" permit. Utility installations must not be installed inside of culverts or drainage structures.

For additional details regarding longitudinal utility encroachments on both conventional and access-controlled highway rights-of-way, see Chapter 600.

UG 1. CASINGS: Casings must be steel conduit with a minimum inside diameter sufficiently larger than the outside diameter of the pipe or ducts to accommodate placement and removal. The casing can be either new or used steel pipe, or an approved connector system. Used pipe must be pre-approved by the Department's engineer or representative before installation.

When the method of Horizontal Directional Drilling (HDD) is used to place casing, the use of High Density Polyethylene Pipe (HDPE) as casing is acceptable.

Reinforced Concrete Pipe (RCP) in compliance of State Standard Specifications is an acceptable carrier for storm drain gravity flow or non-pressure flow. RCP when installed by Bore &Jack must have rubber gaskets at the joints, and holes for grouting of voids left by jacking operations, see "E" below.

A. Minimum wall thickness for steel pipe casing for different lengths and diameters of pipes are as follows:

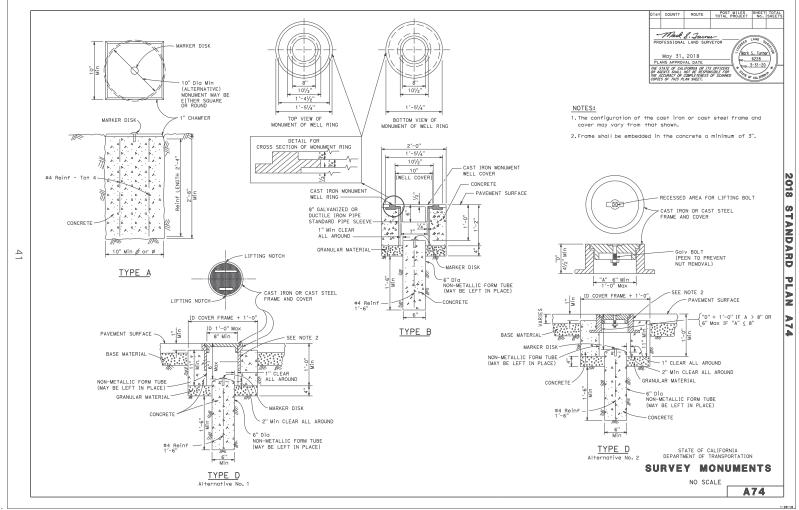
Casing Pipe	Up to 150 ft	Over 150 ft
(Diameter) 6" to 28"	(Length) 1/4"	(Length) 1/4"
30" to 38"	3/8"	1/2"
40" to 60"	1/2"	3/4"
62" to 72"	3/4"	3/4"

Minimum Wall Thickness

B. Spiral welded casing is authorized provided the casing is new and the weld is smooth.

- C. The ends of the casing must be plugged with ungrouted bricks or other suitable material approved by the Department's representative.
- D. When required by the Department's representative, the permittee must at his expense, pressure grout the area between the pavement and the casing from within the casing in order to fill any voids caused by the work covered under this permit. The increments for grout holes inside the pipe must be 8' staggered and located 22-1/2 degrees from vertical axis of the casing. Pressure must not exceed 5 psig for a duration sufficient to fill all voids.
- E. There is a spacing requirement when placement of multiple encasements is requested. The distance between multiple encasements must be the greater of either 24" or twice that of the diameter of the larger pipe being installed.
- F. Casings placed within access controlled highway rights-of-way must extend to the right-of-way lines.
- G. Wing cutters, if used, must be a maximum of 1" larger than the casing. Voids caused by the use of wing cutters must be grouted in accordance with "E" above.
- H. A band welded to the leading edge of the casing must be placed square to the alignment. The band must not be placed on the bottom edge. Flaring the lead section on bores over 100' must not be permitted.

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Dear Customer,

Our goal is to provide the best service possible to our customers. Please take a few minutes to complete this questionnaire. Your comments will enable us to see how we are doing overall and any areas which may need improvement.

PLEASE TELL US HOW WE'RE DOING					
INSIDE THE OFFICE	EXCELLENT	VERY GOOD	GOOD	POOR	
Staff courteous and helpful					
Staff quick and efficient					
Explanations and instructions clear					
TELEPHONE ANSWERING					
Timely response					
Receiving information or answers					
INSPECTION					
Inspector courteous and helpful					
Pre-construction meeting set and held in a timely manner					
Inspector at job site frequently					
Inspector able to answer questions and deal with problems					
OVERALL PERFORMANCE					
What would you say is our overall performance?					
Is there a staff person you would like to commend?	STAFF'S NAME:				

NAME (Optional)	BUSINESS PHONE NUMBER	DATE

ADA Notice For individuals with sensory disabilities, this document is available in alternate formats. For alternate format information, contact the Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.





January 20, 2021

City of San Diego 525 B St, Suite 750 San Diego, CA 92101 Attn: Bareaz Piromari

Subject: PLAN REVIEW LETTER OF ACCEPTANCE - MTS Application Number: EL-PR-11240 Sewer and AC Water Group 793

Dear City of San Diego,

This letter acknowledges that the attached project plans submitted by the City of San Diego, have been reviewed by MTS and/or their consultant in matters relating to MTS transit operations and have been determined to be acceptable provided the following conditions are met:

Traffic control setup and phasing must be coordinated with MTS Bus and Trolley Operations.

Please be advised that this letter of acceptance does not constitute a right of entry permit or authorization of work. Those contracted to construct the project will be responsible to obtain a right of entry permit prior to starting any work on MTS operating right of way.

If you have any further question regarding the plan review, please contact me at <u>MTSROW@sdmts.com</u>.

Best regards,

Monica Poria

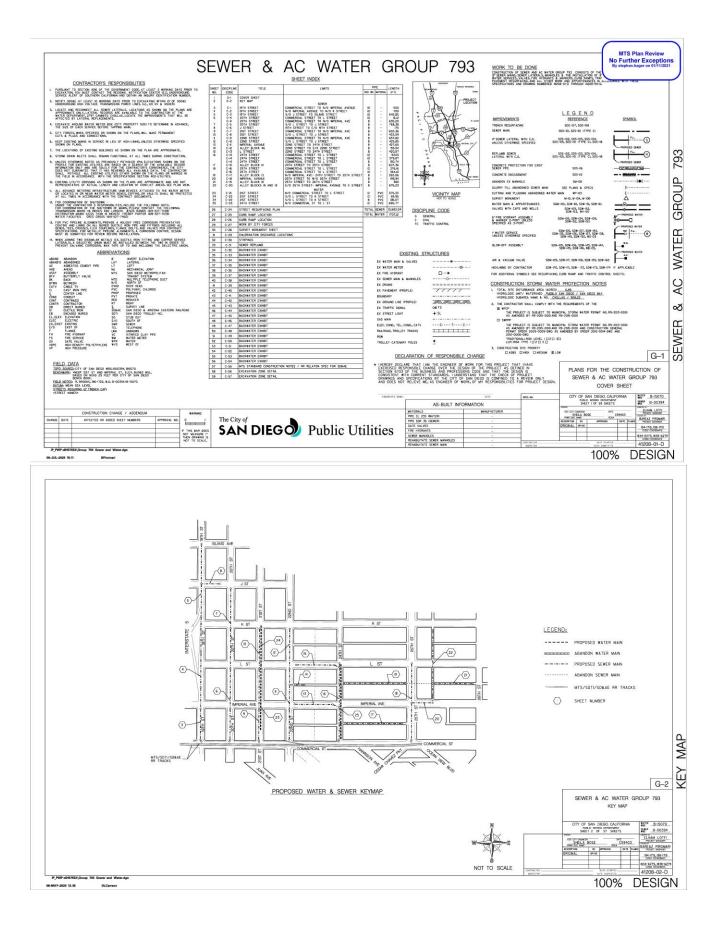
Monica Coria Right-of-Way Engineer-Permits

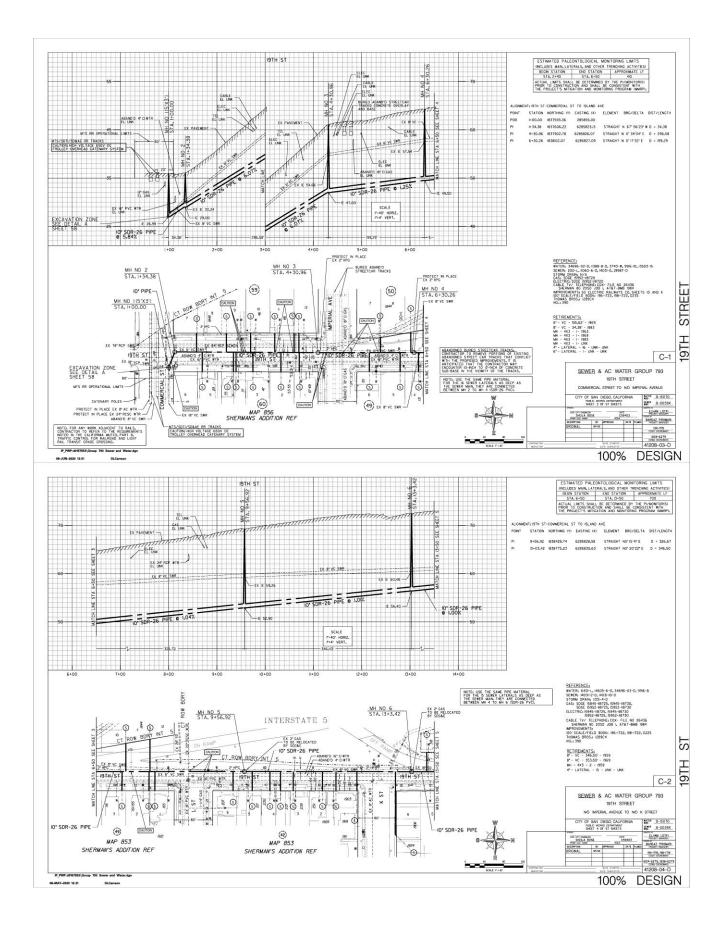




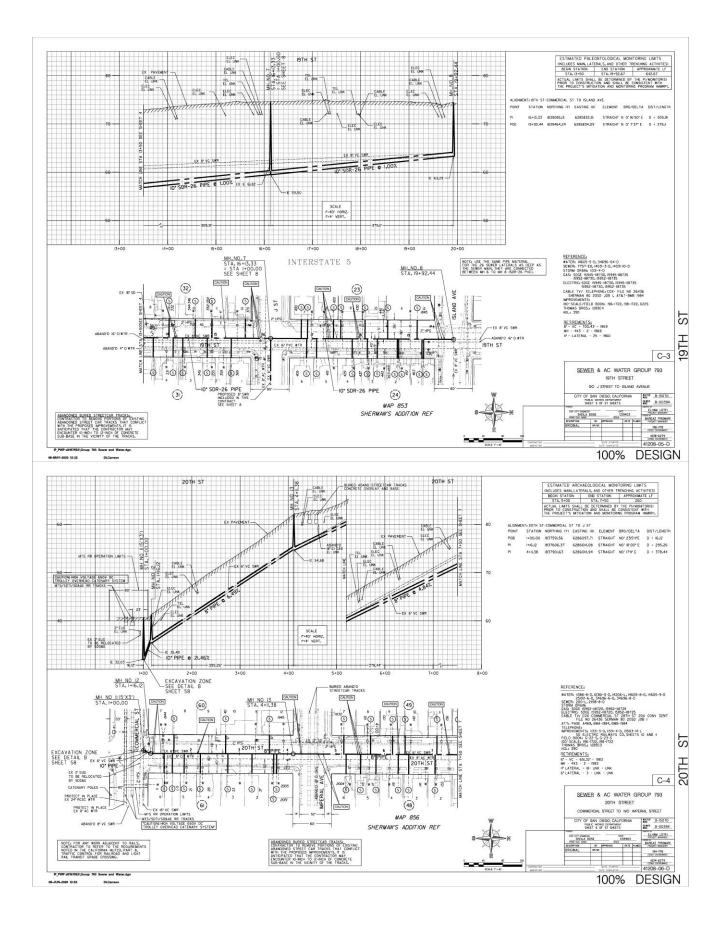
1255 Imperial Avenue, Suite 1000, San Diego, CA 92101-7490 • (619) 231-1466 • sdmts.com

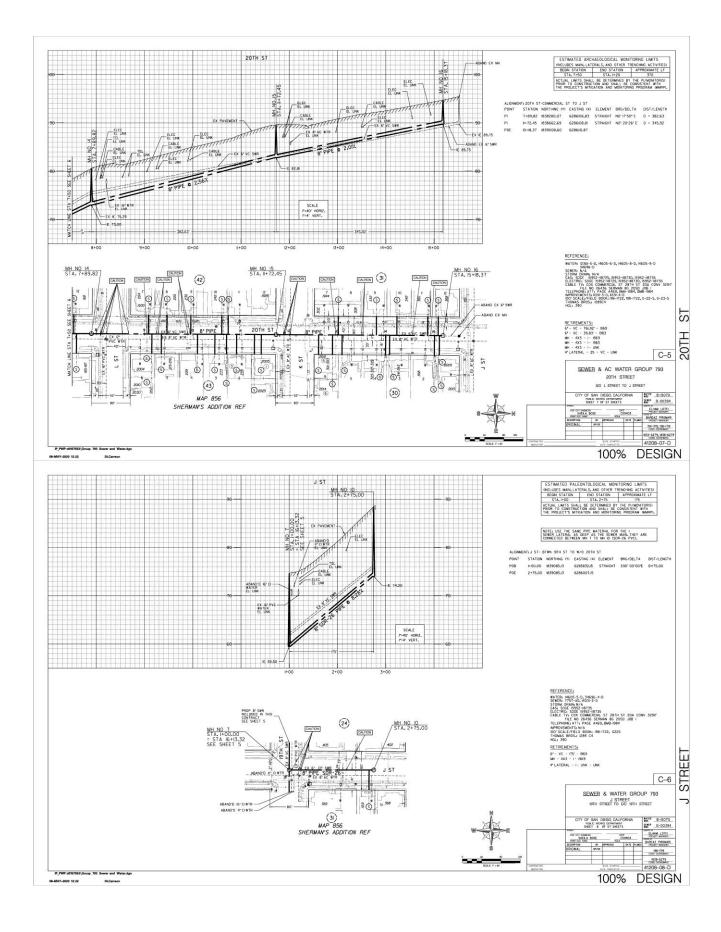
Metropolitan Transit System (MTS) is a California public agency comprised of San Diego Transit Corp., San Diego Trolley, Inc. and San Diego and Arizona Eastern Railway Company (nonprofit public benefit corporations). MTS is the taxicab administrator for seven cities. MTS member agencies include the cities of Chula Vista, Coronado, El Cajon, Imperial Beach, La Mesa, Lemon Grove, National City, Poway, San Diego, Santee, and the County of San Diego.

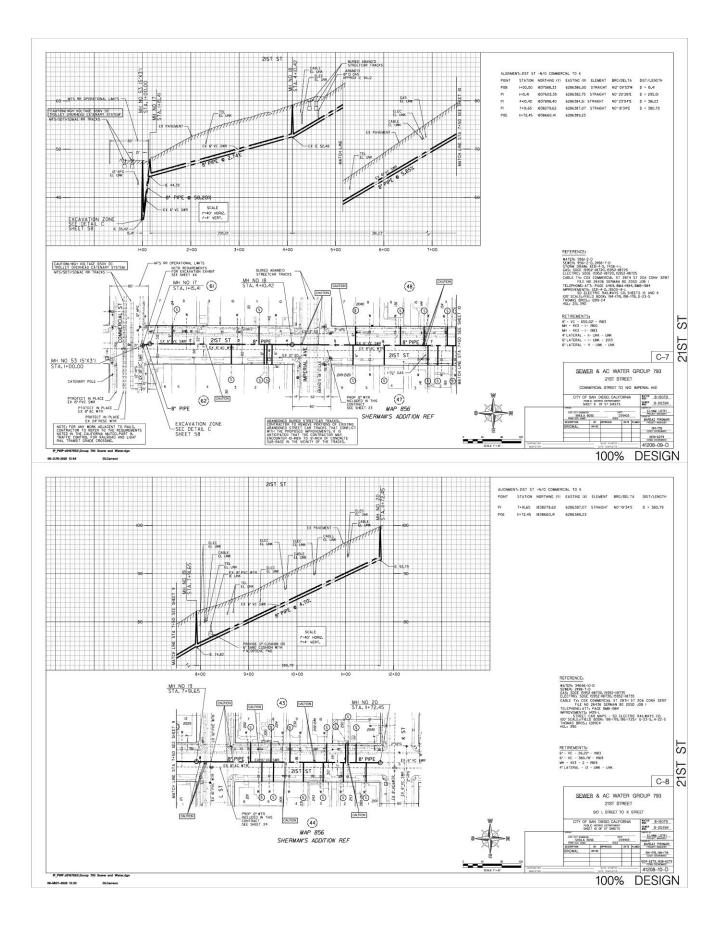


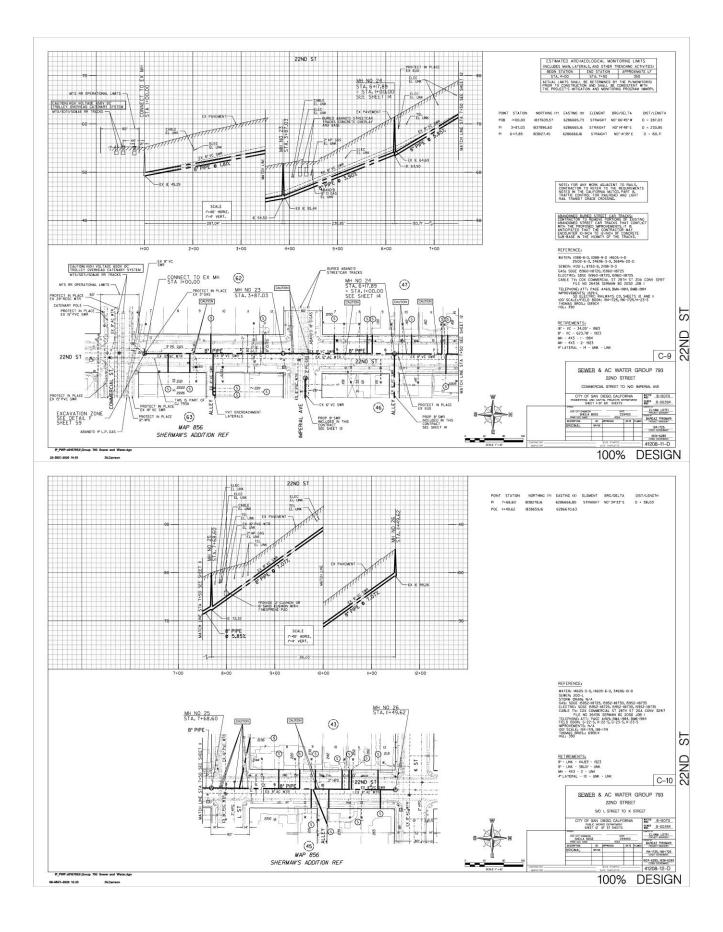


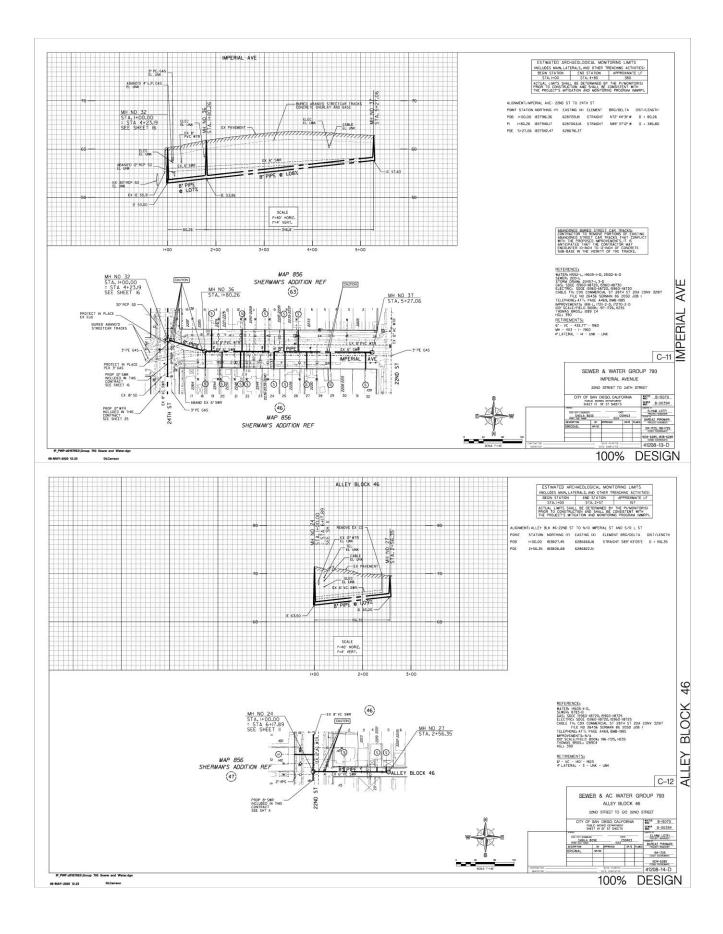
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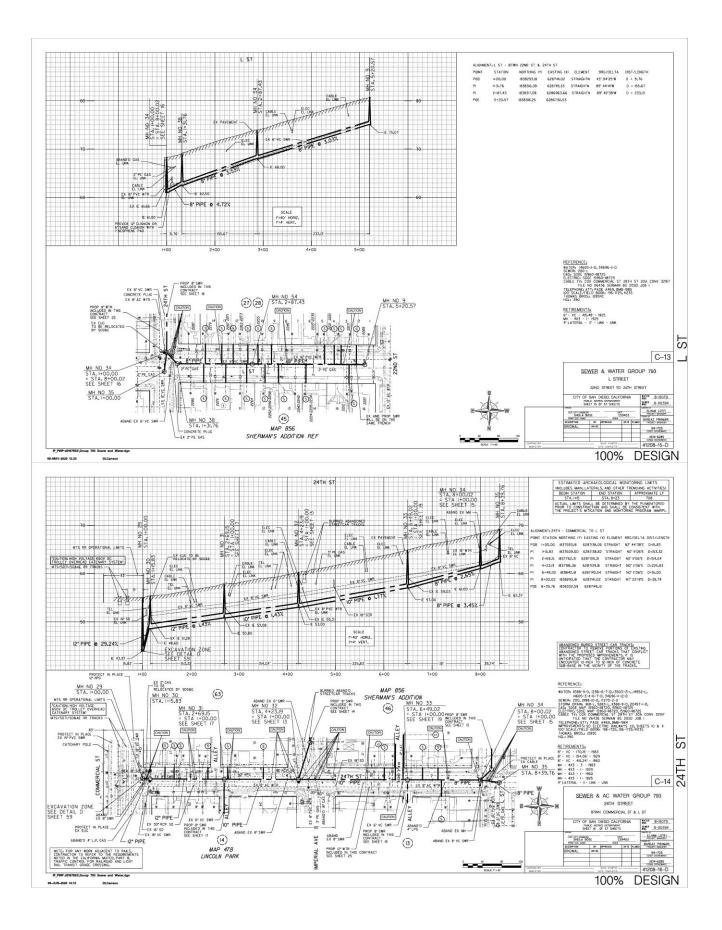




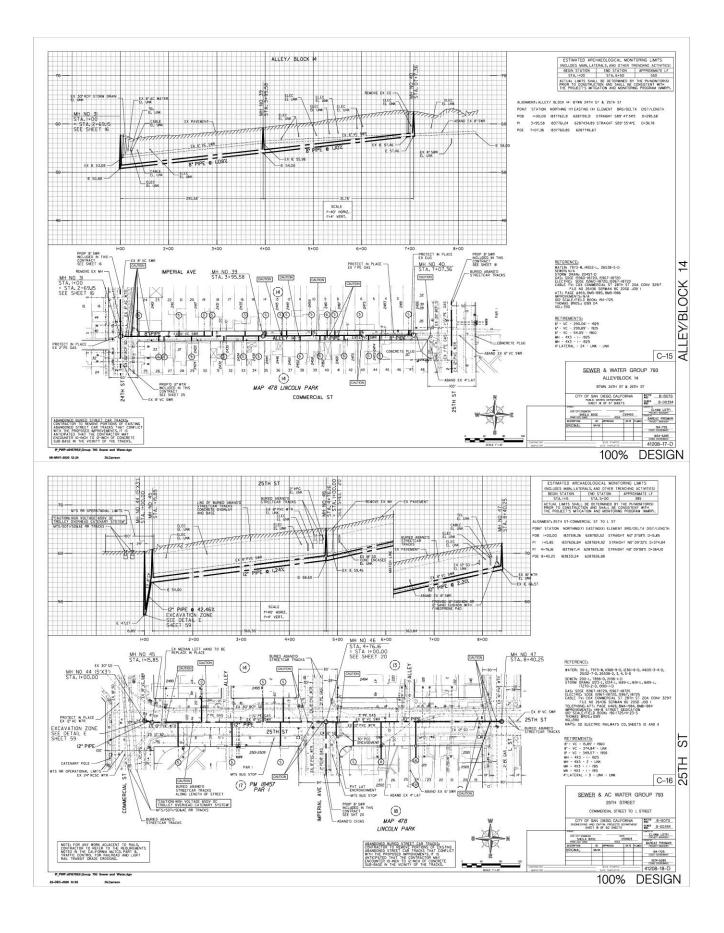


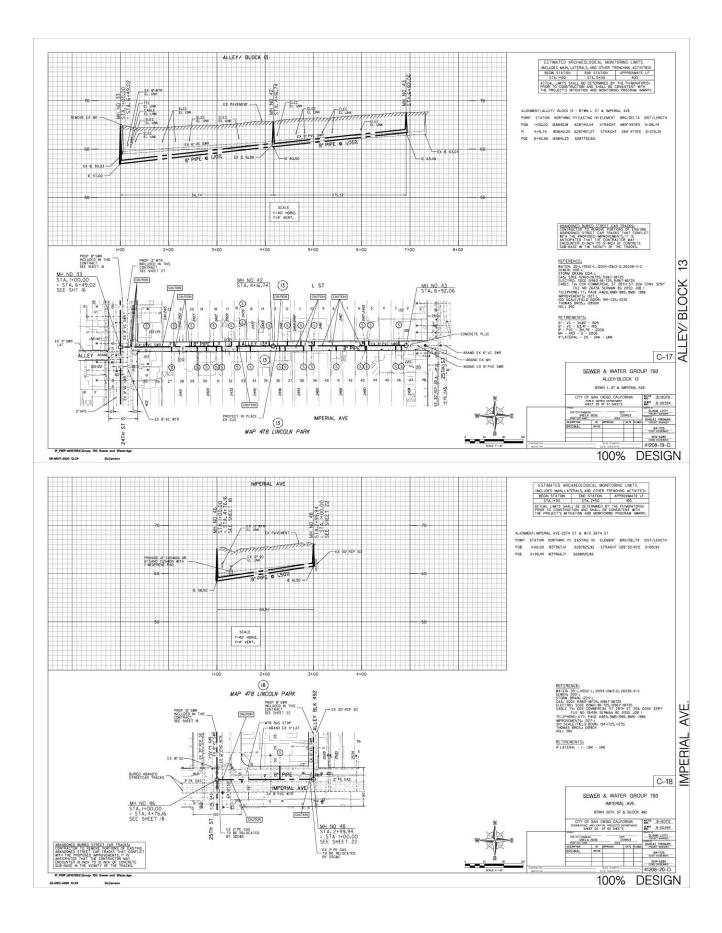


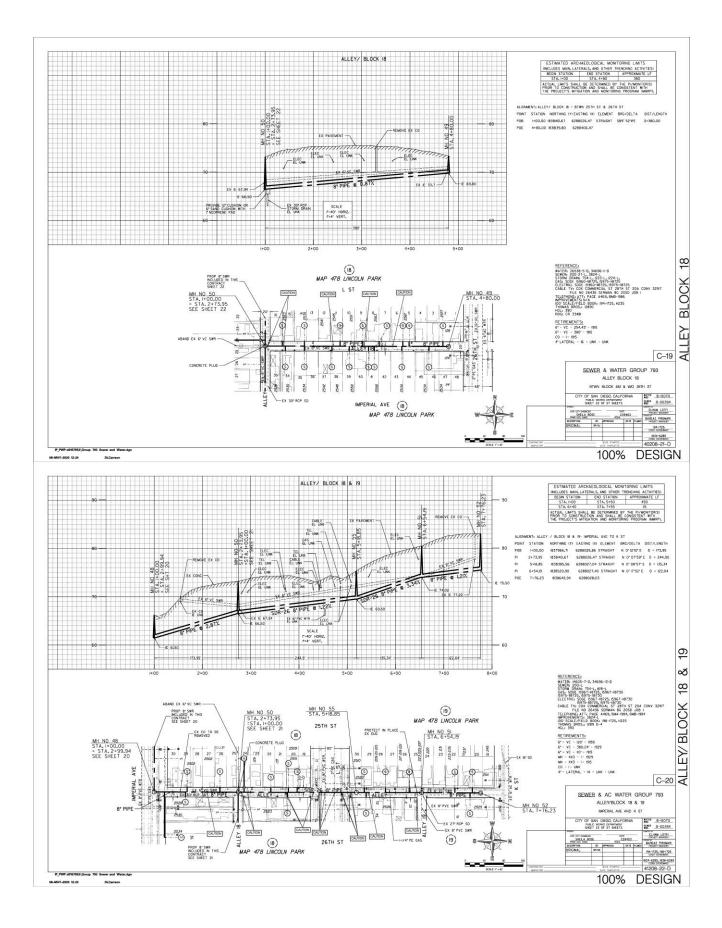


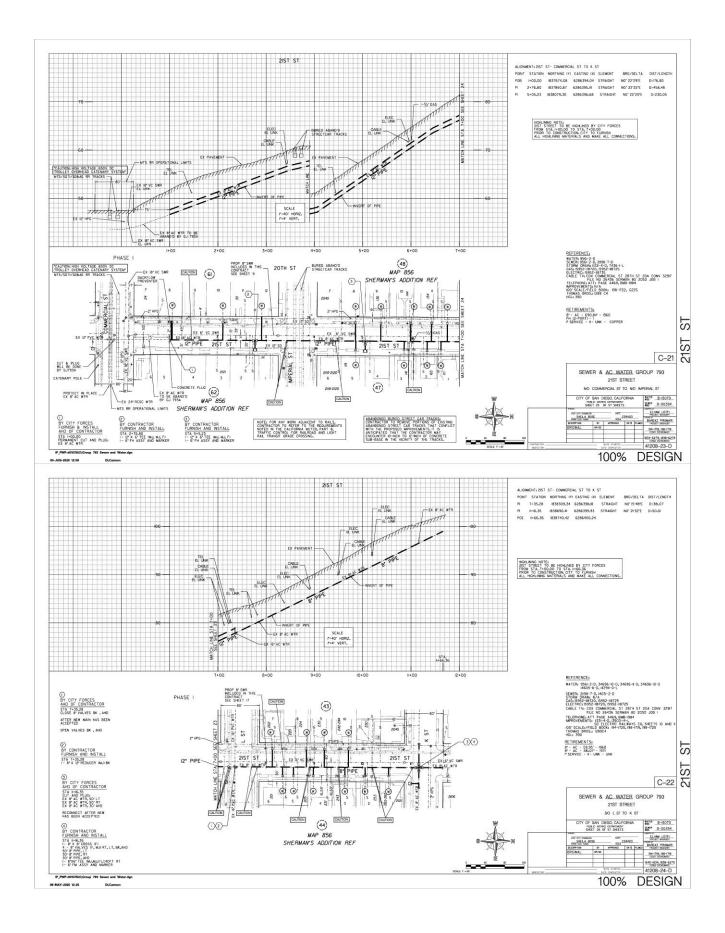


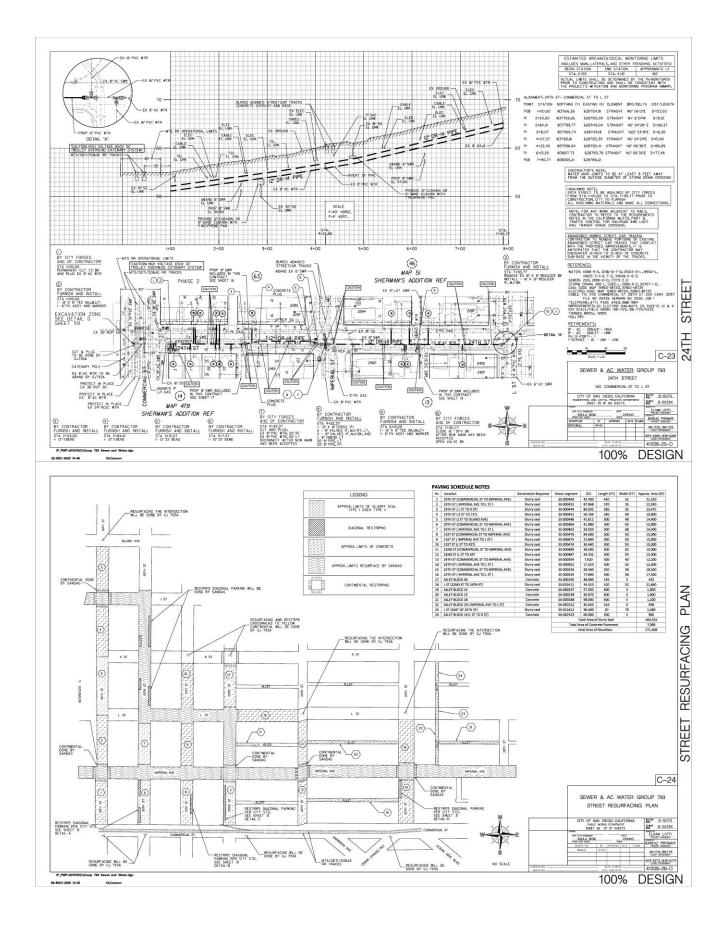
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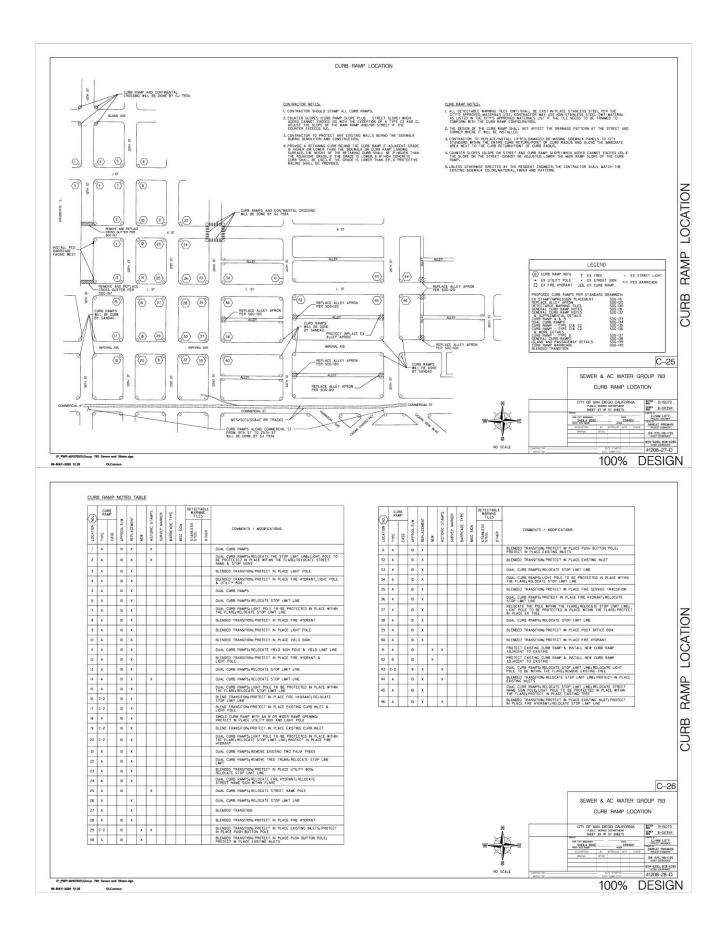




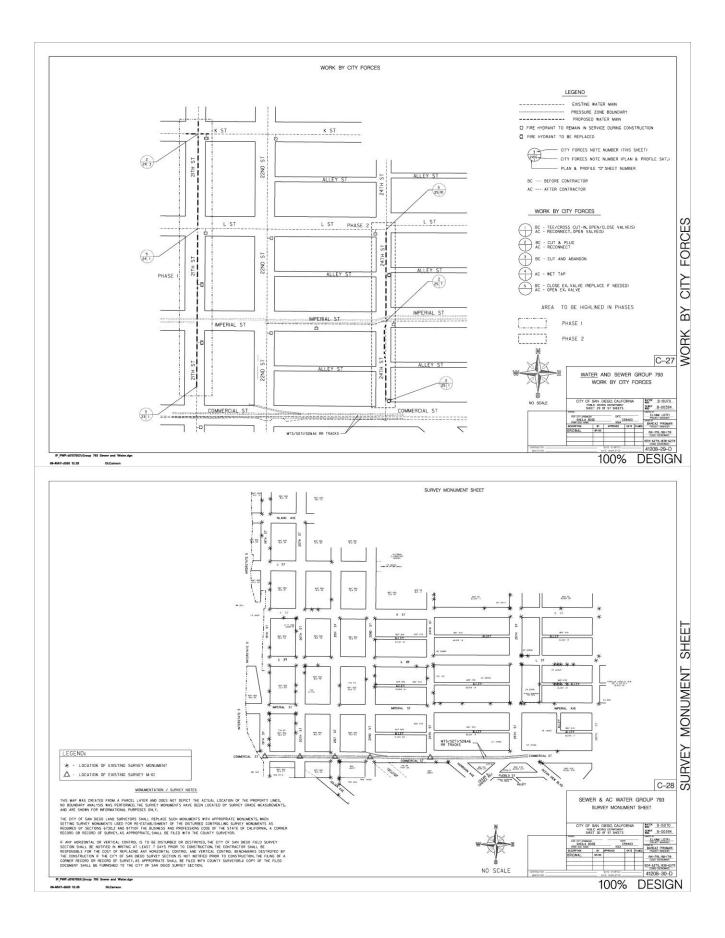


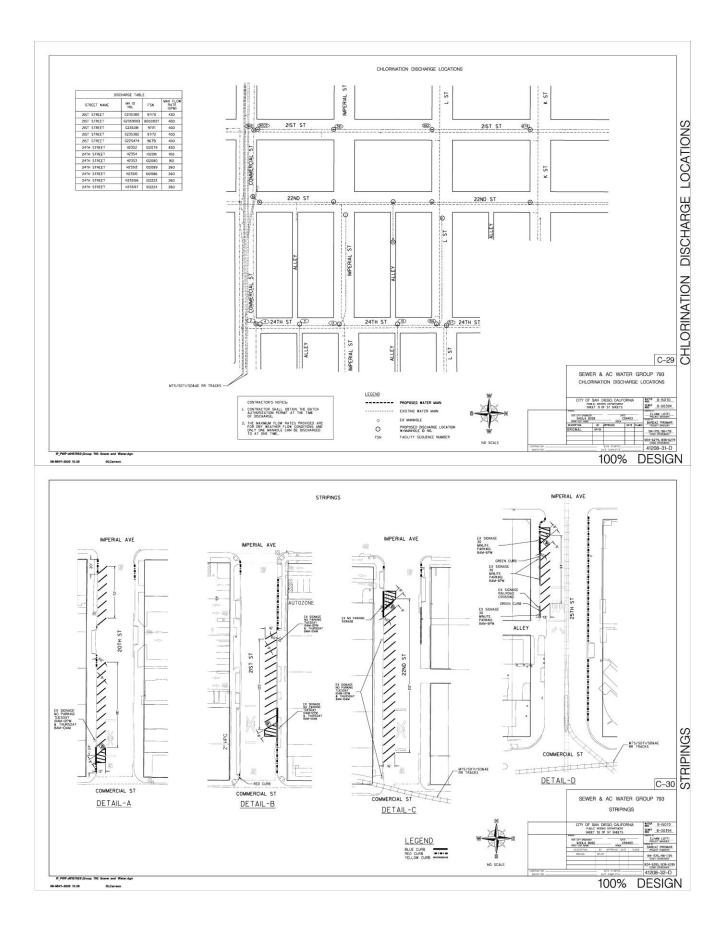


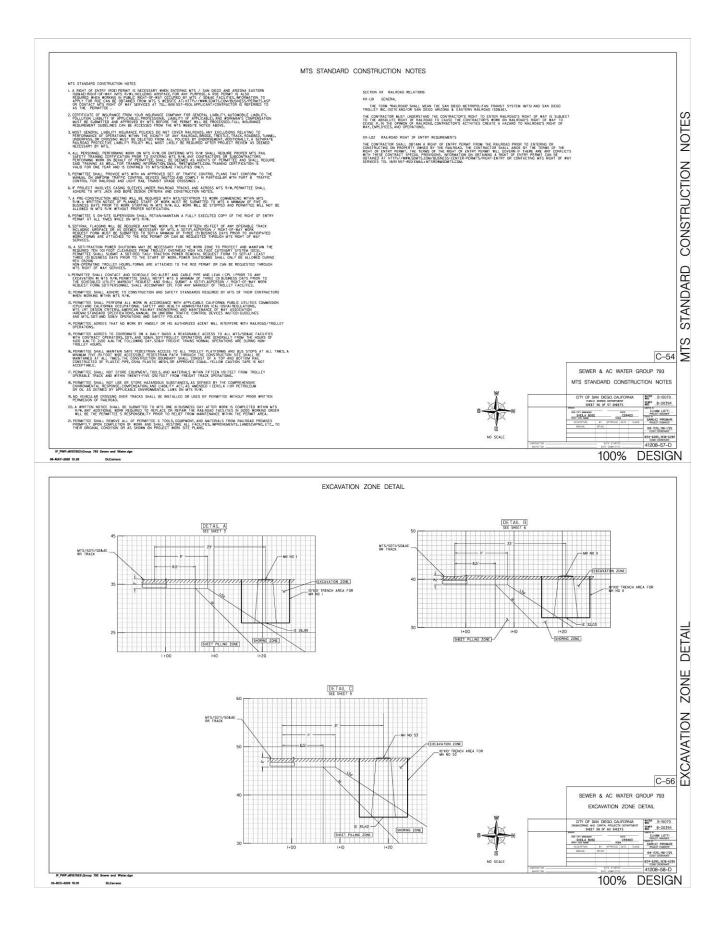


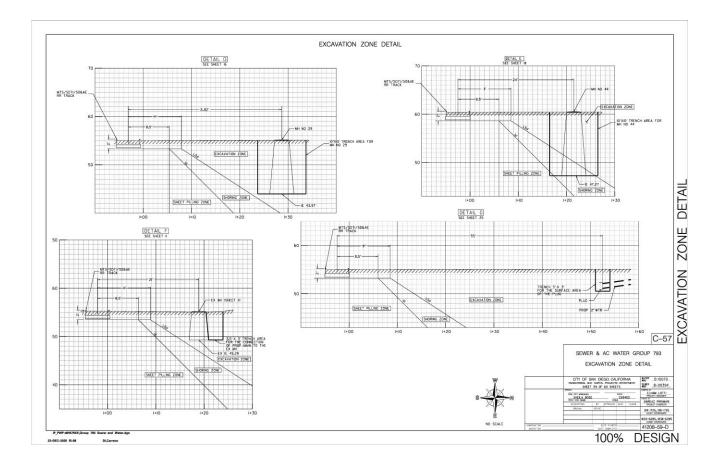


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APPENDIX I

HAZARDOUS WASTE LABEL/FORMS

<section-header></section-header>	
ANDLE WITH CARE!	

INCIDENT/RELEASE ASSESSMENT FORM 1

If you have an emergency, Call 911

Handlers of hazardous materials are required to report releases. The following is a tool to be used for assessing if a release is reportable. Additionally, a non-reportable release incident form is provided to document why a release is not reported (see back).

<u>Que</u>	stions for Incident Assessment:	YES	NO
1.	Was anyone killed or injured, or did they require medical care or admitted to a hospital for observation?		
2.	Did anyone, other than employees in the immediate area of the release, evacuate?		
3.	Did the release cause off-site damage to public or private property?		
4.	Is the release greater than or equal to a reportable quantity (RQ)?		
5.	Was there an uncontrolled or unpermitted release to the air?		
6.	Did an uncontrolled or unpermitted release escape secondary containment, or extend into any sewers, storm water conveyance systems, utility vaults and conduits, wetlands, waterways, public roads, or off site?		
7.	Will control, containment, decontamination, and/or clean up require the assistance of federal, state, county, or municipal response elements?		
8.	Was the release or threatened release involving an unknown material or contains an unknown hazardous constituent?		
9.	Is the incident a threatened release (a condition creating a substantial probability of harm that requires immediate action to prevent, reduce, or mitigate damages to persons, property, or the environment)?		
10.	Is there an increased potential for secondary effects including fire, explosion, line rupture, equipment failure, or other outcomes that may endanger or cause exposure to employees, the general public, or the environment?		

If the answer is YES to any of the above questions – report the release to the California Office of Emergency Services at 800-852-7550 and the local CUPA daytime: (619) 338-2284, after hours: (858) 565-5255. Note: other state and federal agencies may require notification depending on the circumstances.

Call 911 in an emergency

If all answers are NO, complete a Non Reportable Release Incident Form (page 2 of 2) and keep readily available. Documenting why a "no" response was made to each question will serve useful in the event questions are asked in the future, and to justify not reporting to an outside regulatory agency.

If in doubt, report the release.

¹ This document is a guide for accessing when hazardous materials release reporting is required by Chapter 6.95 of the California Health and Safety Code. It does not replace good judgment, Chapter 6.95, or other state or federal release reporting requirements.

NON REPORTABLE RELEASE INCIDENT FORM

1. RELEASE AND RESPONSE DESCRIPTION		Incident #
Date/Time Discovered	Date/Time Discharge	Discharge Stopped 🗌 Yes 🗌 No
Incident Date / Time:		
Incident Business / Site Name:		
Incident Address:		
Other Locators (Bldg, Room, Oil Field, L	ease, Well #, GIS)	
Please describe the incident and indicate s	specific causes and area affected. Ph	otos Attached?: 🛛 Yes 🗌 No
Indicate actions to be taken to prevent sim	ilar releases from occurring in the fu	iture.

2. ADMINISTRATIVE INFORMATION

Supervisor in charge at time of incident:	Phone:
Contact Person:	Phone:

3. CHEMICAL INFORMATION

Chemical	Quantity	GAL	LBS	□ _{FT³}
Chemical	Quantity	GAL	LBS	□ _{FT³}
Chemical	Quantity	GAL	LBS	□ _{FT³}
Clean-Up Procedures & Timeline:				
Completed By:	Phone:			
Print Name:	Title:			

EMERGENCY RELEASE FOLLOW - UP NOTICE REPORTING FORM

A	BUSINESS NAME	FACILITY EMERGENCY CONTACT & PHONE NUMBER
E	E INCIDENT MO DAY YR TIME DATE NO TIFIED	OES (use 24 hr time) CONTROL NO.
C	C INCIDENT ADDRESS LOCATION	CITY / COMMUNITY COUNTY ZIP
	CHEMICAL OR TRADE NAME (print or type)	CAS Number
	CHECK IF CHEMICAL IS LISTED IN 40 CFR 355, APPENDIX A	CHECK IF RELEASE REQUIRES NOTIFI - CATION UNDER 42 U.S.C. Section 9603 (a)
	PHYSICAL STATE CONTAINED P SOLID LIQUID GAS [HYSICAL STATE RELEASED QUANTITY RELEASED SOLID LIQUID GAS
	ENVIRONMENTAL CONTAMINATION	TIME OF RELEASE DURATION OF RELEASE
	ACTIONS TAKEN	
E	E	
	KNOWN OR ANTICIPATED HEALTH EFFECTS	S (Use the comments section for addition information)
F	F CHRONIC OR DELAYED (explain)	
	NOTKNOWN (explain)	
	ADVICE REGARDING MEDICAL ATTENTION N	ECESSARY FOR EXPOSED INDIVIDUALS
	COMMENTS (INDICATE SECTION (A - G) AN	ID ITEM WITH COMMENTS OR ADDITIONAL INFORMATION)
F		
	submitted and believe the submitted information	
	REPORTING FACILITY REPRESENTATIVE (print SIGNATURE OF REPORTING FACILITY REPRE	

EMERGENCY RELEASE FOLLOW-UP NOTICE REPORTING FORM INSTRUCTIONS

GENERAL INFORMATION:

Chapter 6.95 of Division 20 of the California Health and Safety Code requires that written emergency release follow-up notices prepared pursuant to 42 U.S.C. § 11004, be submitted using this reporting form. Non-permitted releases of reportable quantities of Extremely Hazardous Substances (listed in 40 CFR 355, appendix A) or of chemicals that require release reporting under section 103(a) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 [42 U.S.C. § 9603(a)] must be reported on the form, as soon as practicable, but no later than 30 days, following a release. The written follow-up report is required in addition to the verbal notification.

BASIC INSTRUCTIONS:

- The form, when filled out, reports follow-up information required by 42 U.S.C § 11004. Ensure that all information requested by the form is provided as completely as possible.
- If the incident involves reportable releases of more than one chemical, prepare one report form for each chemical released.
- If the incident involves a series of separate releases of chemical(s) at different times, the releases should be reported on separate reporting forms.

SPECIFIC INSTRUCTIONS:

Block A: Enter the name of the business and the name and phone number of a contact person who can provide detailed facility information concerning the release.

Block B: Enter the date of the incident and the time that verbal notification was made to OES. The OES control number is provided to the caller by OES at the time verbal notification is made. Enter this control number in the space provided.

Block C: Provide information pertaining to the location where the release occurred. Include the street address, the city or community, the county and the zip code.

Block D: Provide information concerning the specific chemical that was released. Include the chemical or trade name and the Chemical Abstract Service (CAS) number. Check all categories that apply. Provide best available information on quantity, time and duration of the release.

Block E: Indicate all actions taken to respond to and contain the release as specified in 42 U.S.C. § 11004(c).

Block F: Check the categories that apply to the health effects that occurred or could result from the release. Provide an explanation or description of the effects in the space provided. Use Block H for additional comments/information if necessary to meet requirements specified in 42 U.S.C. § 11004(c).

Block G: Include information on the type of medical attention required for exposure to the chemical released. Indicate when and how this information was made available to individuals exposed and to medical personnel, if appropriate for the incident, as specified in 42 U.S.C. § 11004(c).

Block H: List any additional pertinent information.

Block I: Print or type the name of the facility representative submitting the report. Include the official signature and the date that the form was prepared.

MAIL THE COMPLETED REPORT TO:

State Emergency Response Commission (SERC) Attn: Section 304 Reports Hazardous Materials Unit 3650 Schriever Avenue Mather, CA 95655

NOTE: Authority cited: Sections 25503, 25503.1 and 25507.1, Health and Safety Code. Reference: Sections 25503(b)(4), 25503.1, 25507.1, 25518 and 25520, Health and Safety Code.

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	Hourly	Amount
				Hours	Rate	
Field Archaeologist	Joe Smith	8/29/2011	9/2/2011	40	\$84	\$3,360
Laboratory Assistant	Jane Doe	8/29/2011	9/2/2011	2	\$30	\$60
Subtotal						\$3,420

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

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

Summary of charges:

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

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

Note 1:

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

Note 2:

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

- 1. Preliminary results of testing including tentative recommendations regarding eligibility for listing in the California Register of Historical Resources (California Register).
 - a. Please briefly describe your application (consideration) of <u>all four</u> 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

FOR SAMPLE REFERENCE ONLY





CONSTRUCTION NOTICE PROJECT TITLE

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

community.

The work will consist of:

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

How your neighborhood may be impacted:

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

Hours and Days of Operation: Monday through Friday X:XX AM to X:XX PM.

City of San Diego Contractor: Company Name, XXX-XXX-XXXX







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

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- presence of construction equipment and materials.
- "No Parking" signs will be displayed 72 hours in advance of the work.
- Cars parked in violation of signs will be TOWED.

Hours and Days of Operation: Monday through Friday X:XX AM to X:XX PM.

City of San Diego Contractor: Company Name, XXX-XXX-XXXX

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

This information is available in alternative formats upon request.

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. <u>All AMI devices shall be protected per Section 402-2</u>, "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:





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.

ERT or Transmitter Fiberglass Rod

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



Photo 6

disconnected Water Meter

> The endpoint is taken off the rod which is the original installation location

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Photo 5

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 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

PALEO CONSTRUCTION MONITORING REQUIREMENTS

Paleontological Construction Monitoring Requirements

PALEONTOLOGICAL MONITORING AND REPORTING PROGRAM (PMRP):

I. **GENERAL REQUIREMENTS.** Post Plan Check (After permit issuance/Prior to start of construction).

A. PRE CONSTRUCTION MEETING IS REQUIRED TEN (10) WORKING DAYS PRIOR TO BEGINNING ANY WORK ON THIS PROJECT.

- 1. The Contractor is responsible to arrange and perform this meeting by contacting the City Resident Engineer (RE)/Construction Manager (CM) of the Construction Management and Field Engineering (CMFE) Division and City staff from Mitigation Monitoring Coordination (MMC). Attendees shall also include the Contractor's representative(s), job site superintendent, and the paleontologist.
- 2. NOTE: Failure of all responsible Contractor's representatives and paleontological monitor to attend the pre-construction meeting shall require an additional focused meeting with all parties present.
- 3. CONTACT INFORMATION:
 - a) The primary point of contact is the RE/CM at the CMFE Division at 858-627-3200.
 - b) For clarification of environmental requirements, call the RE/CM and MMC at 858-627-3360.

B. PMRP COMPLIANCE.

- 1. This Project shall conform to the City's paleontological monitoring requirements, as further specified below, in accordance with the City of San Diego's Land Development Code Grading Regulations, Section 142.0151, and implemented to the satisfaction of MMC and RE/CM. The requirements shall not be reduced or changed but may be annotated (i.e. to explain when and how compliance is being met and location of verifying proof, etc.). Additional clarifying information may also be added to other relevant plan sheets and/or specifications as appropriate (i.e., specific locations, times of monitoring, methodology, etc.
- 2. NOTE: Contractor shall alert RE/CM and MMC if there are any discrepancies in the plans or notes, or any changes due to field conditions. All conflicts shall be approved by RE/CM and MMC before the Work is performed.

C. MONITORING EXHIBIT.

1. Contractor Engineering and Capital Projects Department's consultant (if applicable) is required to submit, to RE/CM and MMC, a paleontological monitoring exhibit on a 11 x 17 inch reduction of the appropriate construction plan, such as site plan, grading, landscape, etc., marked to clearly show the Limits of Work, scope of that discipline's work (i.e. delineation showing work area(s) requiring paleontological monitoring), and notes indicating when in the construction schedule that work will be performed. When necessary for

clarification, a detailed methodology of how the work will be performed shall be included.

D. OTHER SUBMITTALS AND INSPECTIONS.

1. The Contractor or Engineering and Capital Projects Department's consultant (if applicable) shall submit all required documentation, verification letters, and requests for all associated inspections to the RE/CM and MMC for approval per the following schedule:

ISSUE AREA	DOCUMENT SUBMITTAL	ASSOCIATED INSPECTION, APPROVALS, NOTES
Paleontology	Principal Investigator & Paleontological Monitors Qualification Letters	Prior to Pre-Construction Meeting
Paleontology	Site-Specific Records Search	Prior to Pre-Construction Meeting
Paleontology	Paleontological Monitoring Exhibit	Prior to, or at, the Pre- Construction Meeting
Paleontology	Letter of Acknowledgement of Responsibility for Curation	Prior to the Pre- Construction Meeting
Paleontology	Construction Schedule (Monitoring)	Prior to Construction
Paleontology	Paleontology Reports	Paleontology Observation
Final PMRP		Final PMRP Inspection

DOCUMENT SUBMITTAL/INSPECTION CHECKLIST:

SPECIFIC PMRP ISSUE AREA CONDITIONS/REQUIREMENTS:

I. PALEONTOLOGICAL RESOURCES.

- A. Prior to Permit Issuance or Construction.
 - 1. Letters of Qualification have been submitted to MMC.
 - a) Prior to the pre-construction meeting, Engineering and Capital Projects Department shall submit a letter of verification to MMC identifying the Principal Investigator (PI) for the project and the names of all persons involved in the paleontological monitoring program, as defined in the City of San Diego Paleontology Guidelines.

- b) MMC will provide a letter to Engineering and Capital Projects Department confirming the qualifications of the PI and all persons involved in the paleontological monitoring of the project.
- c) Prior to the start of work, Engineering and Capital Projects Department shall obtain approval from MMC for any personnel changes associated with the monitoring program.

B. Prior to Start of Construction.

1. Verification of Records Search.

- a) The PI shall provide verification to MMC that a site-specific records search has been completed. Verification includes, but is not limited to a copy of a confirmation letter from San Diego Natural History Museum, other institution or, if the search was in-house, a letter of verification from the PI stating that the search was completed.
- b) The letter shall introduce any pertinent information concerning expectations and probabilities of discovery during trenching and/or grading activities.

C. PI Shall Attend Pre-Construction Meetings.

- 1. Prior to beginning any work that requires monitoring, the City or City's representative shall arrange a pre-construction meeting that shall include the PI, Grading Contractor, RE/CM, Building Inspector (BI), if appropriate, and MMC. The qualified paleontologist shall attend any grading/excavation related pre-construction meetings to make comments and/or suggestions concerning the Paleontological Monitoring Program with the RE/CM and/or BI and Grading Contractor.
 - a) If the PI is unable to attend the pre-construction meeting, the Contractor, or Engineering and Capital Projects Department's consultant (if applicable), shall schedule a focused pre-construction meeting with MMC, PI, and RE/CM or BI, if appropriate, prior to the start of any work that requires monitoring.
- 2. Acknowledgement of Responsibility for Curation (Capital Improvement Program Project or Other Public Projects).
 - The Contractor, or Engineering and Capital Projects Department's consultant (if applicable), shall submit a letter to MMC, RE/CM and/or BI acknowledging their responsibility for the cost of curation associated with all phases of the paleontological monitoring program.
- 3. Identify Areas to be Monitored.
 - a) Prior to the start of any work that requires monitoring, the PI shall submit a Paleontological Monitoring Exhibit (PME) based on the appropriate construction documents (reduced to 11x17 inch) to MMC and RE/CM and/or BI for approval identifying the areas to be monitored including the delineation of grading/excavation limits. Monitoring shall begin at depths below 10 feet from existing grade or

as determined by the PI in consultation with MMC. The determination shall be based on site-specific records search data which supports monitoring at depths less than ten feet. The PME shall be based on the results of a site-specific records search as well as information regarding existing known soil conditions (native or formation). MMC shall notify the PI that the PME has been approved prior to commencing with any ground-disturbing activities.

- 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/CM and/or BI indicating when and where monitoring will occur.
 - b) The PI may submit a detailed letter to MMC and RE/CM and/or BI 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 depth of excavation and/or site graded to bedrock, presence or absence of fossil resources, etc., which may reduce or increase the potential for resources to be present.
- 5. Approval of PME and Construction Schedule.
 - a) After approval of the PME by MMC, the PI shall submit to MMC and RE/CM and/or BI written authorization of the PME and Construction Schedule from the Contractor.

D. During Construction.

- 1. The Monitor shall be present during Grading/Excavation/Trenching.
 - a) The paleontological monitor shall be present full-time during grading/excavation/trenching activities including, but not limited to, mainline, laterals, jacking and receiving pits, services and all other appurtenances associated with underground utilities as identified on the PME that could result in impacts to formations with high and/or moderate resource sensitivity.
 - b) The Contractor is responsible for notifying the RE/CM and/or BI, 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 PME.
 - c) The PI may submit a detailed letter to MMC and RE/CM and/or BI during construction requesting a modification to the monitoring program when a field condition such as trenching activities that do not encounter formational soils as previously assumed, and/or when unique/unusual fossils are encountered, which may reduce or increase the potential for resources to be present.

- d) The paleontological monitor shall document field activity via the ConsultantSiteVisitRecord(CSVR). TheCSVR'sshallbeemailedand/or provided hard copy by the Contractor or Engineering and Capital Projects Department's consultant (if applicable) to the RE/CM and/or BI the first day of monitoring, the last day of monitoring, monthly (Notification of Monitoring Completion), and in the case of ANY discoveries. The RE/CM and/or BI shall forward copies to MMC.
- 2. Discovery Notification Process.
 - a) In the event of a discovery, the paleontological monitor shall direct the contractor to temporarily divert trenching activities in the area of discovery and immediately notify the RE/CM and/or BI, as appropriate.
 - b) The paleontological monitor shall immediately notify the PI (unless paleontological monitor is the PI) of the discovery.
 - c) The PI shall immediately notify MMC by phone of the discovery, and shall also submit written documentation to MMC and RE/CM and/or BI within 24 hours by fax or email with photos of the resource in context, if possible.
- 3. Determination of Significance.
 - a) The PI shall evaluate the significance of the resource.
 - i. The PI shall immediately notify MMC by phone to discuss significance determination and shall also submit a letter to MMC and RE/CM and/or BI indicating whether mitigation is required. The determination of significance for fossil discoveries shall be at the discretion of the PI.
 - If the resource is significant, the PI shall submit a Paleontological Recovery Program (PRP) and obtain written approval of the program from MMC and/or RE/CM and/or BI. PRP and any mitigation must be approved by MMC and RE/CM and/or BI before ground-disturbing activities in the area of discovery will be allowed to resume.
 - Note: For pipeline trenching projects only, the PI shall implement the Discovery Process for Pipeline Trenching projects identified below under item 4, "Discovery Process for Significant Resources - Pipeline Trenching Projects".
 - iii. If resource is not significant (e.g., small pieces of broken common shell fragments or other scattered common fossils) the PI shall notify the RE, or BI as appropriate, that a nonsignificant discovery has been made. The Paleontologist shall continue to monitor the area without notification to MMC unless a significant resource is encountered.

- iv. The PI shall submit a letter to MMC and RE/CM and/or BI indicating that fossil resources will be collected, curated, and documented in the Final Monitoring Report. The letter shall also indicate that no further work is required.
 - Note: For pipeline trenching projects only, if the fossil discovery is limited in size, both in length and depth; the information value is limited and there are no unique fossil features associated with the discovery area, then the discovery should be considered not significant.
 - Note: For pipeline trenching projects only, if significance cannot be determined, the Final Monitoring Report and Site Record shall identify the discovery as Potentially Significant.
- 4. Discovery Process for Significant Resources Pipeline Trenching Projects.
 - a) Procedures for Documentation, Curation and Reporting. The following procedure constitutes adequate mitigation of a significant discovery encountered during pipeline trenching activities including but not limited to excavation for jacking pits, receiving pits, laterals, and manholes to reduce impacts to below a level of significance.
 - i. One hundred percent of the fossil resources within the trench alignment and width shall be documented in-situ photographically, drawn in plan view (trench and profiles of side walls), recovered from the trench and photographed after cleaning, then analyzed and curated consistent with Society of Invertebrate Paleontology Standards. The remainder of the deposit within the limits of excavation (trench walls) shall be left intact and so documented.
 - ii. The PI shall prepare a Draft Paleontological Monitoring Report and submit to MMC via the RE/CM and/or BI as indicated in Section F - Post Construction.
 - iii. The PI shall be responsible for recording (on the appropriate forms for the San Diego Natural History Museum) the resource(s) encountered during the Paleontological Monitoring Program in accordance with the PMRP. The forms shall be submitted to the San Diego Natural History Museum and included in the Final Paleontological Monitoring Report.
 - iv. The Final Paleontological Monitoring Report shall include a recommendation for monitoring of any future work in the vicinity of the resource.

E. Night and/or Weekend Work.

- 1. If night and/or weekend work is included in the contract:
 - a) When night and/or weekend work is included in the contract package, the extent and timing shall be presented and discussed at the preconstruction meeting. The following procedures shall be followed:
 - i. 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 the RE/CM and/or BI via email or in person by 8AM on the next business day.
 - Discoveries All discoveries shall be processed and documented using the existing procedures detailed in Section D - During Construction.
 - iii. Potentially Significant Discoveries If the PI determines that a potentially significant discovery has been made, the procedures detailed under Section D - During Construction shall be followed.
 - b) The PI shall immediately contact the RE/CM and/or BI and MMC, or by 8AM on the next business day, to report and discuss the findings as indicated in Section D - During Construction, unless other specific arrangements have been made.
- 2. If night and/or weekend work becomes necessary during the course of construction:
 - a) The Contractor shall notify the RE/CM and/or BI a minimum of 24 hours before the work is to begin.
 - b) The RE/CM and/or BI, as appropriate, shall notify MMC immediately.
- 3. All other procedures described above shall apply, as appropriate.

F. Post Construction.

- 1. Preparation and Submittal of Draft Paleontological Monitoring Report.
 - a) The PI shall submit two copies of the Draft Paleontological Monitoring Report (even if negative), prepared to the satisfaction of MMC, which describes the methods, results, analysis, and conclusions of all phases of the Paleontological Monitoring Program (with appropriate graphics) to MMC via the RE/CM and/or BI for review and approval within 90 calendar days following the completion of monitoring.
 - i. For significant or potentially significant paleontological resources encountered during monitoring, as identified by the PI, the Paleontological Recovery Program or Pipeline Trenching Discovery Process shall be included in the Draft Monitoring Report.
 - ii. The PI shall be responsible for recording (on the appropriate forms) any significant or potentially significant fossil resources encountered during the Paleontological Monitoring Program

in accordance with the PMRP, and submittal of such forms to the San Diego Natural History Museum with the Final Monitoring Report.

- b) MMC shall return the Draft Monitoring Report to the PI via the RE/CM and/or BI for revision or, for preparation of the Final Report.
- c) The PI shall submit revised Draft Monitoring Report to MMC via the RE/CM and/or BI for approval.
- d) MMC shall provide written verification to the PI and RE/CM and/or BI of the approved report.
- 2. Handling of Fossil Remains.
 - a) The PI shall ensure that all fossils collected are cleaned to the point of curation (e.g., removal of extraneous sediment, repair of broken specimens, and consolidation of fragile/brittle specimens) and catalogued as part of the Paleontological Monitoring Program.
 - b) The PI shall ensure that all fossils are analyzed to identify stratigraphic provenance, geochronology, and taphonomic context of the source geologic deposit; that faunal material is taxonomically identified; and that curation has been completed, as appropriate.
- 3. Curation of Fossil Remains: Deed of Gift and Acceptance Verification.
 - a) The PI shall be responsible for ensuring that all fossil remains associated with the monitoring for this project are permanently curated with an accredited institution that maintains paleontological collections (such as the San Diego Natural History Museum).
 - b) The PI shall submit the Deed of Gift and catalogue record(s) to the RE/CM and/or BI, as appropriate for donor signature with a copy submitted to MMC.
 - c) The RE/CM and/or BI, as appropriate shall obtain signature on the Deed of Gift and shall return to PI with copy submitted to MMC.
 - d) The PI shall include the Acceptance Verification from the curation institution in the Final Monitoring Report submitted to the RE/CM and/or BI and MMC.
- 4. Final Paleontological Monitoring Report(s).
 - a) The PI shall submit two copies of the Final Paleontological Monitoring Report to MMC (even if negative), within 90 calendar days after notification from MMC of the approved report.
 - b) The RE/CM and/or BI 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.

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 <u>KTA Construction, Inc.</u>, herein called "Contractor" for construction of **Sewer & AC Water Group 793**, Bid No. **K-22-2063-DBB-3**; in the total amount of <u>Seven Million Eight Hundred Ninety Four Thousand Eight Hundred Fifty Eight Dollars</u> (**\$7,894,858.00**), which is comprised of the Base Bid plus Additive Alternates A, C and D, and Deductive Alternate B, consisting of an amount not to exceed \$2,049,834.78 for Phase I and \$4,427,677.64 for Phase II, and \$1,417,345.58 for Phase III.

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 Schedule Agreement.
 - (e) That certain documents entitled Sewer & AC Water Group 793, on file in the office of the Purchasing & Contracting Department as Document No. B-00394, B-15070, as well as all matters referenced therein.
- 2. The City wishes to construct this Project on a Phase-Funded basis. In accordance with Whitebook section 7-3.10, the City is only obligated to pay for Phase I; Contractor cannot begin, nor is the City financially liable for any additional Phases, unless and until Contractor is issued a Notice to Proceed for each additional Phase by the City.
- 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 **Sewer & AC Water Group 793**, Bid Number **K-22-2063-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).
- 5. 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.
- 6. 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.

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

THE CITY OF SAN DIEGO

APPROVED AS TO FORM

Mara W. Elliott, City Attorney

By.

Print Name: <u>Cindy Crocker</u> Deputy Director Purchasing & Contracting Dept.

May 31, 2022

B **Print Name**

Deputy City Attorney

Date: 6212022

CONTRACTOR

By

NORS Print Name:

Title:

Date:

City of San Diego License No.:	: <u>B1995007394</u>
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State Contractor's License No IT STUTT	State Contractor's License No.:	H398384
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DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) REGISTRATION NUMBER: 100008278

Sewer & AC Water Group 793 Attachment G – Contract Agreement (Rev. Sep. 2021) 231 | Page

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.

COVID-19 VACCINATION ORDINANCE

CERTIFICATION OF COMPLIANCE

I hereby certify that I am familiar with the requirements of San Diego City Council Ordinance No. O-2022-53 Emergency Ordinance to Implement the City's Mandatory COVID-19 Vaccination Policy.

TERMS OF COMPLIANCE

The Mandatory COVID-19 Vaccination Policy, outlined in San Diego Ordinance O-21398 (Nov. 29, 2021), requires ALL City of San Diego (City) contractors, who interact with City employees while providing contracted services indoors in City facilities or while performing bargaining unit work while indoors, to be fully vaccinated against COVID-19, effective January 3, 2022, as a condition for provision or continued provision of contracted services.

- 1. "City contractor" means a person who has contracted with the City of San Diego to provide public works, goods, services, franchise, or consultant services for or on behalf of the City, and includes a subcontractor, vendor, franchisee, consultant, or any of their respective officers, directors, shareholders, partners, managers, employees, or other individuals associated with the contractor, subcontractor, consultant, or vendor. "Person" means any natural person, firm, joint venture, joint stock company, partnership, association, club, company, corporation business trust or organization.
- 2. "Fully vaccinated" means a person has received, at least 14 days prior, either the second dose in a two-dose COVID-19 vaccine series or a single-dose COVID-19 vaccine, or otherwise meets the criteria for full vaccination against COVID-19 as stated in applicable public health guidance, orders, or law. Acceptable COVID-19 vaccines must be approved by the U.S. Food and Drug Administration (FDA) or authorized for emergency use by the FDA or the World Health Organization.
- 3. Contractors must fully comply with the City's Mandatory COVID-19 Vaccination Policy, which may include a reporting program that tracks employee vaccination status.
- 4. Contractors must certify that members of their workforce, and subcontractors regardless of tier, who work at a City facility, are fully vaccinated and that the contractor has a program to track employee compliance.
- 5. Contractors that have an Occupational Safety and Health Administration compliant testing program for members of their workforce, as a reasonable accommodation, may be considered for compliance.

Non-compliance with the City's Mandatory COVID-19 Vaccination Policy may result in termination of a contract for cause, pursuant to the City's General Terms and Provisions, Reference Standards, and the San Diego Municipal Code.

DRUG-FREE WORKPLACE

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

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

AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE CERTIFICATION

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

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

CONTRACTOR STANDARDS – PLEDGE OF COMPLIANCE

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

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

EQUAL BENEFITS ORDINANCE CERTIFICATION

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

EQUAL PAY ORDINANCE CERTIFICATION

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

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

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

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

PRODUCT ENDORSEMENT

I declare under penalty of perjury that I acknowledge and agree to comply with the provisions of City of San Diego Administrative Regulation 95.65, concerning product endorsement. Any advertisement identifying or referring to the City as the user of a product or service requires the prior written approval of the City.

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:

Sewer & AC Water Group 793

(Project Title)

as particularly described in said contract and identified as Bid No. **K-22-2063-DBB-3** SAP No. (WBS) **B-00394**, **B-15070**; 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 ______, ____, _____,

Ву:_____

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 – General; Paragraph 2-3 Subcontracts, 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, 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 SDVOSB①	WHERE CERTIFIED®	CHECK IF JOINT VENTURE PARTNERSHIP
Name:							
Name:							

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

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

NAMED EQUIPMENT/MATERIAL SUPPLIER LIST

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

NAME, A	DDRESS AND TELEPHONE NUMBER OF VENDOR/SUPPLIER	MATERIALS OR SUPPLIES	DOLLAR VALUE OF MATERIAL OR SUPPLIES	SUPPLIER (Yes/No)	MANUFACTURER (Yes/No)	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB①	WHERE CERTIFIED ^②
Address:_ City: State: Zip: Phone:							
Address:_ City: State: Zip: Phone:							

	certified willonly busiliess Enterprise	IVIDE	certified Wolfidit Busiliess Efferprise	VVDL
	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 cer	tified by:		
	City of San Diego	CITY	State of California Department of Transportation	CALTRANS
	California Public Utilities Commission	CPUC		
	State of California's Department of General Services	CADoGS	City of Los Angeles	LA
	State of California	CA	U.S. Small Business Administration	SBA

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

ELECTRONICALLY SUBMITTED FORMS

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

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

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

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

BID BOND

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

KNOW ALL MEN BY THESE PRESENTS,

That KTA Construction, Inc. as Principal, and Atlantic Specialty 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

K-22-2063-DBB-3 - Sewer and AC Water Group 793

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 <u>9th</u>	day of <u>March</u> 20 <u>22</u>
KTA Construction, Inc. (SEAL) (Principal) By:	Atlantic Specialty Insurance Company (SEAL) (Surety) By:
(Signature)	(Signature) Lawrence F. McMahon, Attorney-in-Fact

(SEAL AND NOTARIAL ACKNOWLEDGEMENT OF SURETY) Please See Attached California All-Purpose Acknowledgment for Surety

Sewer & AC Water Group 793 Bid Bond (Rev. Jan. 2022)

	RPOSE ACKNOWLEDGMENT Civil Code § 1189
	ificate 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	1
	}
County of San Diego	J
On MAR 0 9 2022 before me,	Maria Guise , Notary Public, t Name of Notary exactly as it appears on the official seal
personally appeared	Lawrence F. McMahon
	Name(s) of Signer(s)
MARIA GUISE COMMISSION # 2283717 Notary Public - California ORANGE COUNTY My Comm. Expires Apr. 14, 2023	who proved to me on the basis of satisfactory evidence to be the person(\$) whose name(\$) is/\$!!\$ subscribed to the within instrument and acknowledged to me that he/\$!\\$!!!! executed the same in his/\$!\$!!!!!!! authorized capacity(\$\$), and that by his/\$!\$!!!!!!!!!!!!!!!!!!!!!!!!!!!!!!!!!!
	Withess my hand and on an oddi
	Signature ////
Place Notary Seal Above	Signature of Notary Public Maria Guise
Description of Attached Document	aw, it may prove valuable to persons relying on the document nd reattachment of the form to another document.
Title or Type of Document:	
Document Date:	Number of Pages:
Signer(s) Other Than Named Above:	
Capacity(ies) Claimed by Signer(s)	
Signer's Name:	Signer's Name:
☐ Individual	🗌 Individual
Corporate Officer — Title(s):	
Partner	Partner Limited General
Attorney in Fact	
Trustee OF SIGNER	Trustee OF SIGNER
Guardian or Conservator Top of thumb here	
Other:	☐ Other:
Signer is Representing: Surety Company	Signer is Representing:



Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: Lawrence F. McMahon, Maria Vhanneza Guise, Janice Martin, Sarah Myers, James D. Castle, John R. Qualin, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: unlimited and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-In-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this twenty-seventh day of April, 2020.

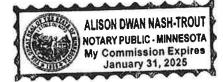


eonam

Paul J. Brehm, Senior Vice President

STATE OF MINNESOTA HENNEPIN COUNTY

On this twenty-seventh day of April, 2020, before me personally came Paul J. Brehm, Senior Vice President of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, that he is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.



fism Narht

Notary Public

By

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force. 2022

_ day of _March 9th Signed and sealed. Dated_

This Power of Attorney expires January 31, 2025



and Barn

Kara Barrow, Secretary

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.

 \square

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:

LOCATION	DESCRIPTION OF CLAIM	LITIGATION (Y/N)	STATUS	RESOLUTION/REMEDIAL ACTION TAKEN
	LOCATION	LOCATION DESCRIPTION OF CLAIM		

Contractor Name: KTA Construction Inc.

Certified By

Paul M. Henderson	Title President
Name	
[M.]	Date 03/16/2022
Signature	

USE ADDITIONAL FORMS AS NECESSARY

Sewer & AC Water Group 793 Contractor's Certifications of Pending Actions (Rev. Jan. 2022)

Mandatory Disclosure of Business Interests Form

BIDDER/PROPOSER INFORMATION

Legal Name		DBA		
KTA Construction Inc.				
Street Address	City	State	Zip	
821 Tavern Rd.	Alpine	CA 91901		
Contact Person, Title		Phone	Fax	
Mike Henderson		(619) 562-9464	(619) 562-1685	

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
Paul M. Henderson	President
City and State of Residence	Employer (if different than Bidder/Proposer)
El Cajon, CA	Same
erest in the transaction	

100% Ownership / Responsible for supervising preperation of the bids/proposals.

Name	Title/Position
Kennard J. Anderson	V.P. / Corp. Secretary
City and State of Residence	Employer (if different than Bidder/Proposer)
Alpine, CA	Same
nterest in the transaction	

0% Ownership / Assists with preparing bids/proposals all other aspects of project management.

* 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.

Paul M. Henderson

Print Name, Title

Signature

03/16/2022 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.

Mandatory Disclosure of Business Interests Form

BIDDER/PROPOSER INFORMATION

Legal N	lame		DBA	
KTA Construction Inc.				
Street Address	City	State	Zip	
821 Tavern Rd.	Alpine	CA 91901		
Contact Person, Title		Phone	Fax	
Mike Henderson		(619) 562-9464	(619) 562-1685	

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					
Adam Ogden	Estimator/ Project Manager					
City and State of Residence	Employer (if different than Bidder/Proposer)					
El Cajon, CA	Same					
Interest in the transaction						

0% Ownership/ Assists with preparing bids/proposals and all other aspects of project management.

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
nterest in the transaction	

* Use Additional Pages if Necessary *

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

Paul M. Henderson

Print Name, Title

Signature

03/16/2022 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.

SUBCONTRACTORS ADDITIVE/DEDUCTIVE ALTERNATE *** FOR USE WHEN LISTING SUBCONTRACTORS ON ALTERNATES ***

(Use Additional Sheets as Needed)

ADDITIVE/DEDUCTIVE ALTERNATE	SUBCONTRACTOR NAME, LOCATION, PHONE & EMAIL	CONSTRUCTOR OR DESIGNER	DIR REGISTRATION NUMBER	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
Add	Name: Southwest Signal ServiceAddress: 9201 Isaac St, Suite ACity: SanteeState: CAZip: 92071Phone: 619-442-3343Email:jcress@southwestsignal.com	Constructor	1000004265	451115	Traffic Loops	\$1,7000.00	SLBE	City of San Diego	
Add	Name: Payco Specialties, IncAddress: 120 North Second AveCity: Chula VistaState: CAZip: 91910Phone: 619-422-9204Email: jeremy@payco.biz	Constructor	1000003515	298637	Striping	\$5,470.5	SLBE	City of San Diego	
	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	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		
0	As appropriate, Bidder shall indicate if Subcontractor is certified by:			
	City of San Diego	CITY	State of California Department of Transportation	CALTRANS
	California Public Utilities Commission	CPUC		
	State of California's Department of General Services	CADoGS	City of Los Angeles	LA
	State of California	CA	U.S. Small Business Administration	SBA

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

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 522.0814 (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:

TITLE				
President				
V.P. / Corp. Secretary				

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

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

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

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

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

Certified By	Paul M. Henderson	Title	President
	Signature	Date	03/16/2022

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

Sewer & AC Water Group 793 Debarment and Suspension Certification – Prime Contractor (Rev. Jan. 2022) 250 | Page

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:

X	SUBCONTRACTOR		SUPP	LIER		MANUFACTURER		
	NAME	1.1.1.27		1 1 1	TITL	E		
R&C	Structures							
Kelly S	Santar		CE	O/Secretary				
Peter	Santar		CF	0				
X	SUBCONTRACTOR		SUPP	LIER		MANUFACTURER		
	NAME		3-4 ×		TITL	E		
	Sand & Material							
Susar	1		Pr	esident				
X	SUBCONTRACTOR		SUPP	LIER		MANUFACTURER		
	NAME		5. 6	1.2	TITL	B States		
	ris Contracting							
	y Rosenal			esident				
Clay F	Rosenal		Se	ecretary				
	SUBCONTRACTOR		SUPF	LIER		MANUFACTURER		
	NAME				TITI	E		
	Rivers Strageties		Pr	esident				
Contra	actor Name: KTA Constructi	on, Inc.						
Certifi	ed By Paul M. Hend	erson			Title Pres	ident		
	_ C U	Name Signatu		-	Date <u>3/1</u>	7/22		
	*LISE ADDITIONAL FORMS AS NECESSARY**							

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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:

X	SUBCONTRACTOR		SUPPLIER		MANUFACTURER			
factor and	NAME			TITL	E			
Roy A	Ilan Slurry Seal Inc.							
Lawre	nce Allan		President					
X	SUBCONTRACTOR		SUPPLIER		MANUFACTURER			
	NAME			TITL	EL THURSDAY			
	ath Consulting							
Micha	el Mcgrath		President					
X	SUBCONTRACTOR		SUPPLIER		MANUFACTURER			
	NAME			TITL				
Nuline	e Technologies							
Domi	nic Burtech, Jr		Member					
Julie	Burtech		Member					
Frank	Durazo, Jr		Member					
Salvad	lor Aquino, Jr	1 a	Member					
X	SUBCONTRACTOR		SUPPLIER		MANUFACTURER			
	BLA BAT			TITI	F			
	NAME			TITL				
1	Construction Engineering							
	lfo Sanchez		President					
Maris	sa Sanchez		Vice President					
Contra	actor Name: KTA Construction	on, Inc.						
condia								
Certifi	ed By Paul M. Hende	erson		Title Pres	ident			
	_[11]	Signature	2	Date	7/22			
	*USE ADDITIONAL FORMS AS NECESSARY**							

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**:

X	SUBCONTRACTOR		SU	PPLIER		MANUFACTURER		
	NAME	21			TITL			
Lovel	ess & Linton, Inc							
Rebel	kah Loveless			CFO/Secretary				
Brand	Ion Linton			CEO				
	SUBCONTRACTOR		SU	PPLIER		MANUFACTURER		
	NAME		-		TITL			
	in Corporation		_					
Craig	Berry		_	President/CEO				
X	SUBCONTRACTOR		SL	IPPLIER		MANUFACTURER		
	NAME				TITL			
South	west Traffic Signal Service							
Ryan	Clark			CEO/CFO				
X	SUBCONTRACTOR		SL	IPPLIER		MANUFACTURER		
	NAME				TITL			
Qualit	ty Construction & Engineering, Inc.							
Moha	mmad Qahoush			President				
Contra	actor Name:							
Certifi	Deul M. Hand	erson			Title Pres	ident		
cerem								
Signature					Date 3/17	//22		
	*USE ADDITIONAL FORMS AS NECESSARY**							

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**:

X	SUBCONTRACTOR		SUPPLIER			MANUFACTURER
	NAME				TITLE	
Code 3	Media					
Chris M	larquart			Owner		
X	SUBCONTRACTOR		SU	PPLIER		MANUFACTURER
	NAME			la l	TITLE	
	Specialties, Inc					
Rebeco	ca Llewellyn			President		
	SUBCONTRACTOR		SU	PPLIER		MANUFACTURER
13 U.	NAME			16 and 19	TITLE	
Pavem	ent Rehab Company					
Robert	Steen)],	President/Secretary/Treas	urer	
	SUBCONTRACTOR		SU	PPLIER		MANUFACTURER
	NAME	1.20	1 10		TITLE	
·						
Contra	ctor Name:					

Certified By

KTA Construction, Inc.

Title President

Name

Date 3/17/22

Signature

USE ADDITIONAL FORMS AS NECESSARY*

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City of San Diego

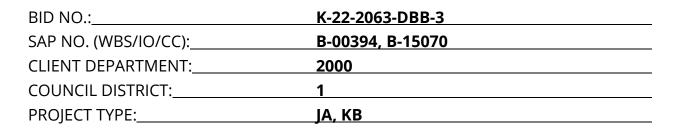
CITY CONTACT: Brittany Friedenreich, Senior Contract Specialist, Email: BFriedenreic@sandiego.gov Phone No. (619) 533-3104

ADDENDUM A



FOR

SEWER & AC WATER GROUP 793



BID DUE DATE:

2:00 PM MARCH 17, 2022

CITY OF SAN DIEGO'S ELECTRONIC BIDDING SITE, PLANETBIDS

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

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. INSTRUCTIONS TO BIDDERS

- To Item 19., BIDDER'S GUARENTEE OF GOOD FAITH (BID SECURITY) FOR DESIGN-BID-BUILD CONTRACTS, pages 15 through 16, Sub-item 19.5., DELETE in its entirety and SUBSTITUTE with the following:
 - **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: Purchasing & Contracting Department, Public Works Division 1200 3rd Ave., Suite 200, MS56 San Diego, California, 92101 To the Attention of the Contract Specialist on the Front Page of this solicitation.

D. ATTACHMENTS

- To Attachment C, Equal Opportunity Contracting Program, page 34, Item H., SUBCONTRACTOR AND SUPPLIER SUBSTITUTIONS, Sub-item 2., DELETE in its entirety and SUBSTITUTE with the following:
 - Request for Subcontractor or Supplier substitution shall be made in writing to Purchasing & Contracting Department, Public Works Division, Attention Contract Specialist, 1200 3rd Ave., Suite 200, MS56, San Diego, CA 92101 with a copy to the Engineer.

Rania Amen, Director Engineering & Capital Projects Department

Dated: *February 18, 2022* San Diego, California

RA/MJN/egz

Bid Results

Bidder Details

Vendor NameKTA Construction, Inc.Address821 Tavern Rd.Alpine, California 91901United StatesUnited StatesMike HendersomRespondee TitlePresidentPhone619-562-9464Emailadam@ktaconstruction.comVendor TypePQUAL, CADIRLicense #398284CADIR100008298

Bid Detail

Bid Format	Electronic
Submitted	03/17/2022 1:55 PM (PDT)
Delivery Method	
Bid Responsive	
Bid Status	Submitted
Confirmation #	284389

Respondee Comment

Buyer Comment

Attachments

File Title

SIGNED - Contractors Cert of Pending Actions.pdf SIGNED - Subconstractor Additive & Deductive Alternate.pdf

SIGNED - Mandatory Disclosure of Bus.pdf

File Name

SIGNED - Contractors Cert of Pending Actions.pdf SIGNED - Subconstractor Additive & Deductive Alternate.pdf

SIGNED - Mandatory Disclosure of Bus.pdf

File Type

CONTRACTOR'S CERTIFICATION OF PENDING ACTIONS

SUBCONTRACTORS ADDITIVE/DEDUCTIVE ALTERNATE

MANDATORY DISCLOSURE OF BUSINESS INTERESTS FORM

SIGNED - Debarment & Suspension Cert.pdf SIGNED - Debarment & Suspension Cert.pdf

SIGNED - Subcontractor Debarment and Suspension Form.pdf SIGNED - Bid Bond 793.pdf SIGNED - Subcontractor Debarment and Suspension Form.pdf

SIGNED - Bid Bond 793.pdf

DEBARMENT AND SUSPENSION FOR PRIME CONTRACTOR

DEBARMENT AND SUSPENSION FOR SUBS, SUPPLIERS & MANUFACTURERS

Bid Bond

Subcontractors

Showing 14 Subcontractors

Name & Address	Desc	License Num	CADIR	Amount	Туре
CODE 3 Media 663 S Rancho Santa Fe Suite 177 San Marcos, California 92078	Preconstruction Video (Constructor)	na	1000055028	\$3,600.00	Local
Loveless Linton, Inc. Archaeological 1421 W. Lewis St San Diego, California 92103	Archeo., Paleo., and Nat. American Monitoring (Constructor)	na	1000047263	\$49,818.88	DBE, MBE, CADIR, SDB, MALE, NAT, Local
McGrath Consulting PO Box 2488 El Cajon, California 92021	WPCP (Designer)	na	1000037165	\$575.00	Local
Nu-Line Technologies, LLC 102 Second Street, Suite B Encinitas, California 92024	CCTV Sewer Main (Constructor)	997520	1000003808	\$15,816.00	FEM, MBE, CADIR, WBE, PQUAL, Local
PAYNECO SPECIALTIES INC 120 N Second Avenue Chula Vista, California 91910	Striping (Constructor)	298637	1000003515	\$25,494.00	DBE, WBE, Local
Pavement Rehab Company 1181 Princess Ct. Costa Mesa, California 92626	Crack Seal (Constructor)	1051374	1000064823	\$17,976.00	
Piperin Corporation 510 Venture Street Escondido, California 92029	Portion of Sewer Main (Constructor)	964028	1000000485	\$849,115.00	CADIR, ELBE, PQUAL, Local
Quality Construction & Engineering in 11956 Bernardo Plaza Drive #133 san diego, California 92128	Paving (Constructor)	1005282	1000026419	\$224,633.31	CADIR, SDB, SLBE, PQUAL, Local
R&C Structures, Inc. 1615 La Mirada Drive San Marcos, California 92078	Manholes (Constructor)	425215	1000004446	\$1,000.00	WBE, WOSB, FEM, CAU, Local
ROY ALLAN SLURRY SEAL, INC 11922 BLOOMFIELD AVE SANTA FE SPRINGS, California 9067	Slurry Seal (Constructor)	372798	1000001156	\$239,412.75	PQUAL, CADIR
Soclaris Contracting 7437 Lowell Ct. La Mesa, California 91942	Hazardous Material (Constructor)	793838	1000011964	\$45,000.00	CADIR, DVBE, SDVSB, SLBE MALE, CAU, Local
Southwest Signal Service PO Box 1297 El Cajon, California 92022	Traffic Loops and Detection System (Constructor)	451115	1000004265	\$184,675.00	Local
Two Rivers Strategies 9820 Alto Dr. La Mesa, California 91941	Community Liaison (Constructor)	na	1000871377	\$29,500.00	FEM, MBE, SDB, WBE, WOSB, Local
YBS CONSTRUCTION ENGINEERING 1205 S. 43rd St STE 150 San Diego, California 92113	Concrete Flatwork, Trucking, and Trench Repair (Constructor)	885270	1000641763	\$262,616.00	PQUAL, SLBE, MBE, CADIR, MALE, LAT, Local

Line Items

Discount Terms No Discount

PlanetBids, Inc.

tem # Main I	t Item Code Ty	ype Item Description	UOM	QTY	Unit Price	Line Total	Response	Commen
		Danda (Dumunt and Data and a	10		Aco 000 00	\$7,750,175.00	No	
1	524126	Bonds (Payment and Performance)	LS	1	\$60,000.00	\$60,000.00	Yes	
2	237310	Caltrans Encroachment Permit Submittal (EOC Type I)	AL	1	\$7,000.00	\$7,000.00	Yes	
	237110	Sewage Bypass and Pumping Plan (Diversion Plan)	LS	1	\$24,000.00	\$24,000.00	Yes	
ļ -	541820	Exclusive Community Liaison Services	LS	1	\$35,400.00	\$35,400.00	Yes	
5	238990	Preparation of Hazardous Waste Management Plan and Reporting	LS	1	\$12,000.00	\$12,000.00	Yes	
5	541690	Monitoring of Contaminated Soil	HR	150	\$180.00	\$27,000.00	Yes	
/	238990	Testing, Sampling, Site Storage, and Handling of Petroleum Contaminated Soil	TON	100	\$30.00	\$3,000.00	Yes	
}	238990	Loading, Transportation, and Disposal of Petroleum Contaminated Soil	TON	100	\$120.00	\$12,000.00	Yes	
)	562910	Hazardous Waste Operations and Emergency Response (HAZWOPER) Certification (EOC Type I)	AL	1	\$5,500.00	\$5,500.00	Yes	
0	541690	Archaeological and Native American Monitoring Program	LF	4705	\$9.00	\$42,345.00	Yes	
1	541690	Paleontological Monitoring Program	LF	1927	\$3.00	\$5,781.00	Yes	
2	541690	Archaeological and Native American Mitigation and Curation (EOC Type I)	AL	1	\$15,000.00	\$15,000.00	Yes	
3	541690	Paleontological Mitigation and Excavation	СҮ	3082	\$1.00	\$3,082.00	Yes	
4	237110	Mobilization	LS	1	\$337,000.00	\$337,000.00	Yes	
5		Field Orders (EOC Type II)	AL	1	\$594,782.00	\$594,782.00	Yes	
6	237310	Subgrade Imported Backfill	TON	20	\$100.00	\$2,000.00	Yes	
7	237310	Class 2 Aggregate Base	τον	20	\$100.00	\$2,000.00	Yes	
8	237310	Rubber Polymer Modified Slurry (RPMS) Type I	SF	264325	\$0.50	\$132,162.50	Yes	
9	237310	Rubber Polymer Modified Slurry (RPMS) Type II	SF	264325	\$0.60	\$158,595.00	Yes	
20	237310	Rubber Polymer Modified Slurry (RPMS) Type I (Bike Lane)	SF	4725	\$0.50	\$2,362.50	Yes	
1	237310	Pavement Restoration Adjacent to Trench	SF	12421	\$8.00	\$99,368.00	Yes	
2	237310	Crack Seal	LB	2400	\$9.00	\$21,600.00	Yes	
3	237310	Historical and Contractor Date Stamps and Impressions	EA	3	\$300.00	\$900.00	Yes	
24	237310	Additional Curb and Gutter Removal and Replacement	LF	45	\$126.00	\$5,670.00	Yes	
25	237310	Additional Sidewalk Removal and Replacement	SF	90	\$30.00	\$2,700.00	Yes	
26	237310	Cross Gutter	SF	2680	\$24.00	\$64,320.00	Yes	
27	237310	Curb Ramp (Type A) with Stainless Steel Detectable Warning Tiles	EA	6	\$6,250.00	\$37,500.00	Yes	
28	237310	Curb Ramp (Type B) with Stainless Steel Detectable Warning Tiles	EA	3	\$5,050.00	\$15,150.00	Yes	
29	237110	Phased Paving	EA	8	\$1,000.00	\$8,000.00	Yes	
80	237110	Removal or Abandonment of Existing Water Facilities	LF	169	\$13.00	\$2,197.00	Yes	
81	237110	Abandon and Fill Existing Sewer Main (6-Inch) Outside of the Trench Limit	LF	451	\$11.00	\$4,961.00	Yes	
32	237110	Abandon and Fill Existing Sewer Main (8- Inch) Outside of the Trench Limit	LF	1860	\$11.00	\$20,460.00	Yes	
3	237110	Abandon Existing Manhole Outside of the Trench Limit	EA	8	\$2,200.00	\$17,600.00	Yes	
					-			
34	237110	Handling and Disposal of Non-friable Asbestos Material	LF	1877	\$8.00	\$15,016.00	Yes	
5	237110	Additional Bedding	CY	345	\$1.00	\$345.00	Yes	
36	237110	Water Main (8-Inch)	LF	551	\$195.00	\$107,445.00	Yes	
87	237110	Water Main (12-Inch)	LF	635	\$207.00	\$131,445.00	Yes	
88	237110	Water Main (12-Inch, Class 305)	LF	691	\$282.00	\$194,862.00	Yes	
9	237110	Sewer Main (8-Inch)	LF	6800	\$160.00	\$1,088,000.00	Yes	
0	237110	Sewer Main (10-Inch)	LF	760	\$240.00	\$182,400.00	Yes	
1	237110	Sewer Main (12-Inch)	LF	545	\$260.00	\$141,700.00	Yes	
2	237110	Sewer Main (8-Inch, SDR-26)	LF	547	\$250.00	\$136,750.00	Yes	
3	237110	Sewer Main (10-Inch, SDR-26)	LF	1893	\$250.00	\$473,250.00	Yes	
4	237110	Engineered Trench Shoring	LS	1	\$140,000.00	\$140,000.00	Yes	
5	237110	Gate Valve (8-Inch)	EA	6	\$2,300.00	\$13,800.00	Yes	
6	237110	Gate Valve (12-Inch)	EA	2	\$3,600.00	\$7,200.00	Yes	
7	237110	Fire Hydrant Assembly and Marker (6-Inch)	EA	4	\$13,000.00	\$52,000.00	Yes	
8	237110	Water Service (1-Inch)	EA	37	\$4,400.00	\$162,800.00	Yes	
.9	237110	Blow-Off Valve Assembly (2-Inch)	EA	1	\$6,500.00	\$6,500.00	Yes	

Item #	Item Code	Туре	Item Description	UOM	QTY	Unit Price	Line Total	Response	Commen
50	237310		Temporary Resurfacing	TON	638	\$125.00	\$79,750.00	Yes	
51	237110		Imported Trench Backfill	TON	671	\$39.00	\$26,169.00	Yes	
52	237110		Manhole (3 ft x 4 ft)	EA	48	\$9,500.00	\$456,000.00	Yes	
53	237110		Manhole (4 ft x 5 ft)	EA	5	\$30,000.00	\$150,000.00	Yes	
54	237110		Sewer Lateral and Cleanout (4-Inch, Street)	EA	83	\$5,800.00	\$481,400.00	Yes	
55	237110		Sewer Lateral and Cleanout (6-Inch, Street)	EA	8	\$6,000.00	\$48,000.00	Yes	
56	237110		Sewer Lateral and Cleanout (4-Inch, Alley)	EA	92	\$2,450.00	\$225,400.00	Yes	
57	237110		Sewer Lateral and Cleanout (4-Inch, Special Strength SDR-26, Street)	EA	51	\$6,400.00	\$326,400.00	Yes	
58	237110		Sewer Lateral and Cleanout (6-Inch, Special Strength SDR-26, Street)	EA	1	\$15,000.00	\$15,000.00	Yes	
59	237110		Sewer Lateral and Cleanout (4-Inch, Special Strength SDR-26, Alley)	EA	4	\$2,500.00	\$10,000.00	Yes	
60	237110		Sewer Lateral with Private Replumbing (4-Inch) 129 25th Street San Diego, CA 92102	EA	1	\$25,000.00	\$25,000.00	Yes	
61	237110		Sewer Lateral with Backwater Device Assembly (4-Inch) 11 20th Street San Diego, CA 92102	EA	1	\$5,000.00	\$5,000.00	Yes	
62	237110		Sewer Lateral with Backwater Device Assembly (4-Inch) 1944 Commercial Street San Diego, CA 92102	EA	1	\$5,000.00	\$5,000.00	Yes	
63	237110		Sewer Lateral with Backwater Device Assembly (4-Inch) 1945 Imperial Ave San Diego, CA 92102	EA	1	\$5,000.00	\$5,000.00	Yes	
64	237110		Sewer Lateral with Backwater Device Assembly (4-Inch) 40 20th Street San Diego, CA 92102	EA	1	\$5,000.00	\$5,000.00	Yes	
65	237110		Sewer Lateral with Backwater Device Assembly (4-Inch) 21 20th Street San Diego, CA 92102	EA	1	\$5,000.00	\$5,000.00	Yes	
66	237110		Sewer Lateral with Backwater Device Assembly (4-Inch) 29 20th Street San Diego, CA 92102	EA	. 1	\$5,000.00	\$5,000.00	Yes	
67	237110		Sewer Lateral with Backwater Device Assembly (4-Inch) 24 21st Street San Diego, CA 92102	EA		\$5,000.00	\$5,000.00	Yes	
58	237110		Sewer Lateral with Backwater Device Assembly (4-Inch) 37 20th Street San Diego, CA 92102	EA		\$5,000.00	\$5,000.00	Yes	
59	237110		Sewer Lateral with Backwater Device Assembly (4-Inch) 118 20th Street San Diego, CA 92102	EA	1	\$5,000.00	\$5,000.00	Yes	
70	237110		Sewer Lateral with Backwater Device Assembly (4-Inch) 130 20th Street San Diego, CA 92102	EA	י 1		\$5,000.00		
						\$5,000.00		Yes	
71 70	237110		Sewer Lateral with Backwater Device Assembly (4-Inch) 142 20th Street San Diego, CA 92102	EA	1	\$5,000.00	\$5,000.00	Yes	
	237110		Sewer Lateral with Backwater Device Assembly (4-Inch) 156 20th Street San Diego, CA 92102	EA	1	\$5,000.00	\$5,000.00	Yes	
73	237110		Sewer Lateral with Backwater Device Assembly (4-Inch) 33 20th Street San Diego, CA 92102	EA	1	\$5,000.00	\$5,000.00	Yes	
74	237110		Sewer Lateral with Backwater Device Assembly (4-Inch) 2005 Imperial Ave San Diego, CA 92102	EA	1	\$5,000.00	\$5,000.00	Yes	
75	237110		Sewer Lateral with Backwater Device Assembly (4-Inch) 2019 Imperial Ave San Diego, CA 92102	EA	1	\$5,000.00	\$5,000.00	Yes	
76	237110		Sewer Lateral with Backwater Device Assembly (4-Inch) 1932 Imperial Ave San Diego, CA 92102	EA	1	\$5,000.00	\$5,000.00	Yes	
77	237110		Sewer Lateral with Backwater Device Assembly (4-Inch) 168 20th Street San Diego, CA 92102	EA	1	\$5,000.00	\$5,000.00	Yes	
78	237110		Sewer Lateral with Backwater Device Assembly (4-Inch) 2004 Imperial Ave San Diego, CA 92102	EA	1	\$5,000.00	\$5,000.00	Yes	
79	237110		Sewer Lateral with Backwater Device Assembly (4-Inch) 115 20th Street San Diego, CA 92102	EA	1	\$5,000.00	\$5,000.00	Yes	
30	237110		Sewer Lateral with Backwater Device Assembly (4-Inch) 141 20th Street San Diego, CA 92102	EA	1	\$5,000.00	\$5,000.00	Yes	
31	237110		Sewer Lateral with Backwater Device Assembly (4-Inch) 155 20th Street	EA	1	\$5,000.00	\$5,000.00	Yes	
32	237110		Sewer Lateral with Backwater Device Assembly (4-Inch) 165-167 20th Street San Diego, CA 92102	EA	1	\$5,000.00	\$5,000.00	Yes	
33	237110		Sewer Lateral with Backwater Device Assembly (4-Inch) 1930 L Street San Diego, CA 92102	EA	1	\$5,000.00	\$5,000.00	Yes	
34	237110		Sewer Lateral with Backwater Device Assembly (4-Inch) 220 20th Street San Diego, CA 92102	EA	1	\$5,000.00	\$5,000.00	Yes	
35	237110		Sewer Lateral with Backwater Device Assembly (4-Inch) 230 20th Street San Diego, CA 92102	EA	1	\$5,000.00	\$5,000.00	Yes	
36	237110		Sewer Lateral with Backwater Device Assembly (4-Inch) 242 20th Street San Diego, CA 92102	EA	1	\$5,000.00	\$5,000.00	Yes	
37	237110		Sewer Lateral with Backwater Device Assembly (4-Inch) 2004 L Street San Diego, CA 92102	EA	1	\$5,000.00	\$5,000.00	Yes	
38	237110		Sewer Lateral with Backwater Device Assembly (4-Inch) 215 20th Street San Diego, CA 92102	EA	1	\$5,000.00	\$5,000.00	Yes	
39	237110		Sewer Lateral with Backwater Device Assembly (4-Inch) 229 20th Street San Diego, CA 92102	EA	1	\$5,000.00	\$5,000.00	Yes	
90	237110		Sewer Lateral with Backwater Device Assembly (4-Inch) 233 20th Street San Diego, CA 92102	EA	1	\$5,000.00	\$5,000.00	Yes	
91	237110		Sewer Lateral with Backwater Device Assembly (4-Inch) 255 20th Street San Diego, CA 92102	EA	1	\$5,000.00	\$5,000.00	Yes	
92	237110		Sewer Lateral with Backwater Device Assembly (4-Inch) 2005 K Street San Diego, CA 92102	EA	1	\$5,000.00	\$5,000.00	Yes	
93	237110		Sewer Lateral with Backwater Device Assembly (4-Inch) 2040 Imperial Ave San Diego, CA 92102	EA	1	\$5,000.00	\$5,000.00	Yes	
94	237110		Sewer Lateral with Backwater Device Assembly (4-Inch) 136 21st Street San Diego, CA 92102	EA	1	\$5,000.00	\$5,000.00	Yes	
95	237110		Sewer Lateral with Backwater Device Assembly (4-Inch) 144 21st Street San Diego, CA 92102	EA	1	\$5,000.00	\$5,000.00	Yes	
96	237110		Sewer Lateral with Backwater Device Assembly (4-Inch) 154 21st Street San Diego, CA 92102	EA	1	\$5,000.00	\$5,000.00	Yes	
	237110		Sewer Lateral with Backwater Device Assembly (4-Inch) 2025 L Street San Diego, CA 92102	EA	1	\$5,000.00	\$5,000.00	Yes	
98	237110		Sewer Lateral with Backwater Device Assembly (4-Inch) 202 21st Street San Diego, CA 92102	EA	' 1	\$5,000.00	\$5,000.00	Yes	
	23/110		Sewer Lateral with Backwater Device Assembly (4-Inch) 202 21st Street San Diego, CA 92102 Sewer Lateral with Backwater Device Assembly (4-Inch) 224 21st Street San Diego, CA 92102	EA	•	\$5,000.00	\$5,000.00	100	

Item #	Item Code	Туре	Item Description	UOM	QTY	Unit Price	Line Total	Response	Commen
00	237110		Sewer Lateral with Backwater Device Assembly (4-Inch) 230 21st Street San Diego, CA 92102	EA	1	\$5,000.00	\$5,000.00	Yes	
101	237110		Sewer Lateral with Backwater Device Assembly (4-Inch) 242 21st Street San Diego, CA 92102	EA	1	\$5,000.00	\$5,000.00	Yes	
102	237110		Sewer Lateral with Backwater Device Assembly (4-Inch) 2045 K Street San Diego, CA 92102	EA	1	\$5,000.00	\$5,000.00	Yes	
103	237110		Sewer Lateral with Backwater Device Assembly (4-Inch) 2118 Imperial Ave San Diego, CA 92102	EA	1	\$5,000.00	\$5,000.00	Yes	
104	237110		Sewer Lateral with Backwater Device Assembly (4-Inch) 141 21st Street San Diego, CA 92102	EA	1	\$5,000.00	\$5,000.00	Yes	
105	237110		Sewer Lateral with Backwater Device Assembly (4-Inch) 165 21st Street San Diego, CA 92102	EA	1	\$5,000.00	\$5,000.00	Yes	
106	237110		Sewer Lateral with Backwater Device Assembly (4-Inch) 171 21st Street San Diego, CA 92102	EA	1	\$5,000.00	\$5,000.00	Yes	
107	237110		Sewer Lateral with Backwater Device Assembly (4-Inch) 201 21st Street San Diego, CA 92102	EA	1	\$5,000.00	\$5,000.00	Yes	
108	237110		Sewer Lateral with Backwater Device Assembly (4-Inch) 230 22nd Street San Diego, CA 92102	EA	1	\$5,000.00	\$5,000.00	Yes	
109	237110		Sewer Lateral with Backwater Device Assembly (4-Inch) 213 21st Street San Diego, CA 92102	EA	1	\$5,000.00	\$5,000.00	Yes	
110	237110		Sewer Lateral with Backwater Device Assembly (4-Inch) 243 21st Street San Diego, CA 92102	EA	1	\$5,000.00	\$5,000.00	Yes	
111	237110		Sewer Lateral with Backwater Device Assembly (4-Inch) 253 21st Street San Diego, CA 92102	EA	1	\$5,000.00	\$5,000.00	Yes	
112	237110		Sewer Lateral with Backwater Device Assembly (4-Inch) 210 K Street San Diego, CA 92102	EA	1	\$5,000.00	\$5,000.00	Yes	
113	237110		Sewer Lateral with Backwater Device Assembly (4-Inch) 2144 L Street San Diego, CA 92102	EA	1	\$5,000.00	\$5,000.00	Yes	
114	237110		Sewer Lateral with Backwater Device Assembly (4-Inch) 168 L Street San Diego, CA 92102	EA	1	\$5,000.00	\$5,000.00	Yes	
115	237110		Sewer Lateral with Backwater Device Assembly (4-Inch) 220 22nd Street San Diego, CA 92102		1	\$5,000.00	\$5,000.00	Yes	
116	237110		Sewer Lateral with Backwater Device Assembly (4-Inch) 242 22nd Street San Diego, CA 92102		1	\$5,000.00	\$5,000.00	Yes	
117	237110		Sewer Lateral with Backwater Device Assembly (4-Inch) 252 22nd Street San Diego, CA 92102		1	\$5,000.00	\$5,000.00	Yes	
117	237110		Sewer Lateral with Backwater Device Assembly (4-Inch) 252 22nd Street San Diego, CA 92102	EA	1	\$5,000.00	\$5,000.00	Yes	
119	237110		Sewer Lateral with Backwater Device Assembly (4-Inch) 239 22nd Street San Diego, CA 92102		1	\$5,000.00	\$5,000.00	Yes	
120	237110		Sewer Lateral with Backwater Device Assembly (4-Inch) 160 22nd Street San Diego, CA 92102	EA	1	\$5,000.00	\$5,000.00	Yes	
121	237110		Sewer Lateral with Backwater Device Assembly (4-Inch) 219 22nd Street San Diego, CA 92102		1	\$5,000.00	\$5,000.00	Yes	
122	237110		Sewer Lateral with Backwater Device Assembly (4-Inch) 142 22nd Street San Diego, CA 92102		1	\$5,000.00	\$5,000.00	Yes	
123	237110		Sewer Lateral with Backwater Device Assembly (4-Inch) 130 22nd Street San Diego, CA 92102	EA	1	\$5,000.00	\$5,000.00	Yes	
124	237110		Sewer Lateral with Backwater Device Assembly (4-Inch) 2205 L Street San Diego, CA 92102	EA	1	\$5,000.00	\$5,000.00	Yes	
125	237110		Sewer Lateral with Backwater Device Assembly (4-Inch) 2136 L Street San Diego, CA 92102	EA	1	\$5,000.00	\$5,000.00	Yes	
126	237110		Sewer Lateral with Backwater Device Assembly (4-Inch) 50 22nd Street San Diego, CA 92102	EA	1	\$5,000.00	\$5,000.00	Yes	
127	237110		Sewer Lateral with Backwater Device Assembly (4-Inch) 2150 Imperial Ave San Diego, CA 92102	EA	1	\$5,000.00	\$5,000.00	Yes	
128	237110		Sewer Lateral with Backwater Device Assembly (4-Inch) 118 22nd Street San Diego, CA 92102	EA	1	\$5,000.00	\$5,000.00	Yes	
129	237110		Video Inspection of Pipelines and Culverts for Acceptance	LF	10544	\$2.50	\$26,360.00	Yes	
130	237310		Removal and Replacement of Existing Paint Striping	LS	1	\$7,200.00	\$7,200.00	Yes	
131	237310		Removal and Replacement of Existing Thermoplastic Striping and Markings	LS	1	\$11,000.00	\$11,000.00	Yes	
132	238990		Video Recording of Existing Conditions	LS	1	\$3,000.00	\$3,000.00	Yes	
133	237310		Additional Pavement Removal and Disposal	СҮ	5	\$200.00	\$1,000.00	Yes	
134	238910		Removal and Disposal of Railroad Tracks	LF	1427	\$21.00	\$29,967.00	Yes	
135	237110		Potholing Existing Utilities Not Shown on Plans (Depth up to 7 feet)	EA	250	\$200.00	\$50,000.00	Yes	
136	237310		Adjust Existing Gate Valve Frame and Cover to Grade	EA	60	\$250.00	\$15,000.00	Yes	
137	237310		Adjust Existing Survey Monument to Grade	EA	5	\$1,800.00	\$9,000.00	Yes	
138	237310		Traffic Signal Loop and Appurtenance Replacement (Type E)	EA	31	\$600.00	\$18,600.00	Yes	
139	237310		Traffic Signal Loop and Appurtenance Replacement (Modified Type E)	EA	11	\$720.00	\$7,920.00	Yes	
140	237110		MTS Right of Entry Permit (EOC Type I)	AL	1	\$5,000.00	\$5,000.00	Yes	
141	541330		Traffic Control and Working Drawings	LS	1	\$300,000.00	\$300,000.00	Yes	
142	238210		Temporary Detection System	EA	5	\$31,000.00	\$155,000.00	Yes	
143	237310		Pedestrian Barricade (Type A)	EA	5	\$780.00	\$3,900.00	Yes	
144	237110		Contractor Furnished Materials for the City Forces High-line Work	LF	3755	\$32.00	\$120,160.00	Yes	
145	237110		Pavement Restoration for Final Connection	SF	1000	\$16.00	\$16,000.00	Yes	
146	541330		WPCP Development		1	\$1,000.00	\$1,000.00	Yes	
146	237310		WPCP Development		1			Yes	
			wror impienientation	LS	I	\$152,000.00	\$152,000.00	165	
valitive	e Alternate A						\$101,385.00		

Item #	Item Code	Туре	Item Description	UOM	QTY	Unit Price	Line Total	Response	Comment
149	237110		High-lining Installation by the Contractor	LF	3755	\$16.00	\$60,080.00	Yes	
150	237110		High-lining Removed by the Contractor	LF	3755	\$6.00	\$22,530.00	Yes	
Deduct	ive Alternate	B (write	e as a negative number)				(\$120,160.00)		
151	237110		Contractor Furnished Materials for the City Forces High-line Work	LF	3755	(\$32.00)	(\$120,160.00)	Yes	
Additiv	e Alternate C						\$126,300.00		
152	237110		Connections to The Existing System by Contractor (8-Inch through 12-Inch)	EA	10	\$6,600.00	\$66,000.00	Yes	
153	237110		Cut and Plug by Contractor	EA	9	\$6,700.00	\$60,300.00	Yes	
Additiv	e Alternate D	- 25th :	Street Between Commercial Street and L Street (Striping)				\$37,158.00		
154	238210		Traffic Signal Loop and Appurtenance (Type Q), per 42207-1-D to 42207-2-D	EA	2	\$720.00	\$1,440.00	Yes	
155	237310		Thermoplastic Traffic Striping: Buffer Cross Hatch, per 42207-1-D to 42207-2-D	EA	21	\$600.00	\$12,600.00	Yes	
156	237310		Painted Traffic Striping: Detail 39 (PAINT), per 42207-1-D to 42207-2-D	LF	1358	\$6.00	\$8,148.00	Yes	
157	237310		Painted Traffic Striping: Detail 39a (PAINT), per 42207-1-D to 42207-2-D	LF	150	\$6.00	\$900.00	Yes	
158	237310		Painted Traffic Striping: Detail 38 (PAINT), per 42207-1-D to 42207-2-D	LF	285	\$6.00	\$1,710.00	Yes	
159	237310		Painted Traffic Striping: Detail 27B (PAINT), per 42207-1-D to 42207-2-D	LF	335	\$6.00	\$2,010.00	Yes	
160	237310		Painted Traffic Striping: Detail 29, per 42207-1-D to 42207-2-D	LF	605	\$6.00	\$3,630.00	Yes	
161	237310		Thermoplastic Striping: Stop Bar, per 42207-1-D to 42207-2-D	LF	12	\$60.00	\$720.00	Yes	
162	237310		Thermoplastic Pavement Marking / Legend - Bike w/ Arrow Symbol (PAINT), per 42207-1-D to 42207-2-D	EA	6	\$600.00	\$3,600.00	Yes	
163	237310		Thermoplastic Pavement Marking/Sharrows, per 42207-1-D to 42207-2-D	EA	4	\$600.00	\$2,400.00	Yes	

PlanetBids, Inc.

Line Item Subtotals

Section Title	Line Total
Main Bid	\$7,750,175.00
Additive Alternate A	\$101,385.00
Deductive Alternate B (write as a negative number)	(\$120,160.00)
Additive Alternate C	\$126,300.00
Additive Alternate D - 25th Street Between Commercial Street and L Street (Striping)	\$37,158.00
Grand T	otal \$7,894,858.00

PlanetBids, Inc.

			Line Totals	s (Unit Price *	Quantity)			
ltem Num	Section	ltem Code	Description	Reference	Unit of Measure	Quantity	KTA Construction, Inc Unit Price	KTA Construction, Inc Line Total
1	Main Bid	524126	Bonds (Payment and Performance)	1-7.2.1	LS	1	\$60,000.00	\$60,000.00
2	Main Bid	237310	Caltrans Encroachment Permit Submittal (EOC Type I)	2-2.3	AL	1	\$7,000.00	\$7,000.00
3	Main Bid	237110	Sewage Bypass and Pumping Plan (Diversion Plan)	3-12.5.4	LS	1	\$24,000.00	\$24,000.00
4	Main Bid	541820	Exclusive Community Liaison Services	5-10.4	LS	1	\$35,400.00	\$35,400.00
5	Main Bid	238990	Preparation of Hazardous Waste Management Plan and Reporting	5-15.17	LS	1	\$12,000.00	\$12,000.00
6	Main Bid	541690	Monitoring of Contaminated Soil	5-15.17	HR	150	\$180.00	\$27,000.00
7	Main Bid	238990	Testing, Sampling, Site Storage, and Handling of Petroleum Contaminated Soil	5-15.17	TON	100	\$30.00	\$3,000.00
8	Main Bid	238990	Loading, Transportation, and Disposal of Petroleum Contaminated Soil	5-15.17	TON	100	\$120.00	\$12,000.00

9	Main Bid	562910	Hazardous Waste Operations and Emergency Response (HAZWOPER) Certification (EOC Type I)	5-15.17	AL	1	\$5,500.00	\$5,500.00
10	Main Bid	541690	Archaeological and Native American Monitoring Program	6-6.2.1.1	LF	4705	\$9.00	\$42,345.00
11	Main Bid	541690	Paleontological Monitoring Program	6-6.2.2.1	LF	1927	\$3.00	\$5,781.00
12	Main Bid	541690	Archaeological and Native American Mitigation and Curation (EOC Type I)	6-6.2.3.1	AL	1	\$15,000.00	\$15,000.00
13	Main Bid	541690	Paleontological Mitigation and Excavation	6-6.2.4.1	CY	3082	\$1.00	\$3,082.00
14	Main Bid	237110	Mobilization	7-3.4.1	LS	1	\$337,000.00	\$337,000.00
15	Main Bid		Field Orders (EOC Type II)	7-3.9	AL	1	\$594,782.00	\$594,782.00
16	Main Bid	237310	Subgrade Imported Backfill	301-1.7	TON	20	\$100.00	\$2,000.00
17	Main Bid	237310	Class 2 Aggregate Base	301-2.4	TON	20	\$100.00	\$2,000.00
18	Main Bid	237310	Rubber Polymer Modified Slurry (RPMS) Type I	302-4.12.4	SF	264325	\$0.50	\$132,162.50
19	Main Bid	237310	Rubber Polymer Modified Slurry (RPMS) Type II	302-4.12.4	SF	264325	\$0.60	\$158,595.00
20	Main Bid	237310	Rubber Polymer Modified Slurry (RPMS) Type I (Bike Lane)	302-4.12.4	SF	4725	\$0.50	\$2,362.50

21	Main Bid	237310	Pavement Restoration Adjacent to Trench	302-5.2.1	SF	12421	\$8.00	\$99,368.00
22	Main Bid	237310	Crack Seal	302-15.5	LB	2400	\$9.00	\$21,600.00
23	Main Bid	237310	Historical and Contractor Date Stamps and Impressions	303-5.9	EA	3	\$300.00	\$900.00
24	Main Bid	237310	Additional Curb and Gutter Removal and Replacement	303-5.9	LF	45	\$126.00	\$5,670.00
25	Main Bid	237310	Additional Sidewalk Removal and Replacement	303-5.9	SF	90	\$30.00	\$2,700.00
26	Main Bid	237310	Cross Gutter	303-5.9	SF	2680	\$24.00	\$64,320.00
27	Main Bid	237310	Curb Ramp (Type A) with Stainless Steel Detectable Warning Tiles	303-5.10.2	EA	6	\$6,250.00	\$37,500.00
28	Main Bid	237310	Curb Ramp (Type B) with Stainless Steel Detectable Warning Tiles	303-5.10.2	EA	3	\$5,050.00	\$15,150.00
29	Main Bid	237110	Phased Paving	306-1.2.1	EA	8	\$1,000.00	\$8,000.00
30	Main Bid	237110	Removal or Abandonment of Existing Water Facilities	306-3.3.4	LF	169	\$13.00	\$2,197.00
31	Main Bid	237110	Abandon and Fill Existing Sewer Main (6-Inch) Outside of the Trench Limit	306-3.3.4	LF	451	\$11.00	\$4,961.00

32	Main Bid	237110	Abandon and Fill Existing Sewer Main (8- Inch) Outside of the Trench Limit	306-3.3.4	LF	1860	\$11.00	\$20,460.00
33	Main Bid	237110	Abandon Existing Manhole Outside of the Trench Limit	306-3.3.4	EA	8	\$2,200.00	\$17,600.00
34	Main Bid	237110	Handling and Disposal of Non-friable Asbestos Material	306-3.3.5.5	LF	1877	\$8.00	\$15,016.00
35	Main Bid	237110	Additional Bedding	306-15.1	CY	345	\$1.00	\$345.00
36	Main Bid	237110	Water Main (8-Inch)	306-15.1	LF	551	\$195.00	\$107,445.00
37	Main Bid	237110	Water Main (12-Inch)	306-15.1	LF	635	\$207.00	\$131,445.00
38	Main Bid	237110	Water Main (12-Inch, Class 305)	306-15.1	LF	691	\$282.00	\$194,862.00
39	Main Bid	237110	Sewer Main (8-Inch)	306-15.1	LF	6800	\$160.00	\$1,088,000.00
40	Main Bid	237110	Sewer Main (10-Inch)	306-15.1	LF	760	\$240.00	\$182,400.00
41	Main Bid	237110	Sewer Main (12-Inch)	306-15.1	LF	545	\$260.00	\$141,700.00
42	Main Bid	237110	Sewer Main (8-Inch, SDR- 26)	306-15.1	LF	547	\$250.00	\$136,750.00
43	Main Bid	237110	Sewer Main (10-Inch, SDR- 26)	306-15.1	LF	1893	\$250.00	\$473,250.00
44	Main Bid	237110	Engineered Trench Shoring	306-15.2	LS	1	\$140,000.00	\$140,000.00
45	Main Bid	237110	Gate Valve (8-Inch)	306-15.5	EA	6	\$2,300.00	\$13,800.00
46	Main Bid	237110	Gate Valve (12-Inch)	306-15.5	EA	2	\$3,600.00	\$7,200.00
47	Main Bid	237110	Fire Hydrant Assembly and Marker (6-Inch)	306-15.6	EA	4	\$13,000.00	\$52,000.00
48	Main Bid	237110	Water Service (1-Inch)	306-15.8	EA	37	\$4,400.00	\$162,800.00
49	Main Bid	237110	Blow-Off Valve Assembly (2-Inch)	306-15.8	EA	1	\$6,500.00	\$6,500.00
50	Main Bid	237310	Temporary Resurfacing	306-15.9	TON	638	\$125.00	\$79,750.00

51	Main Bid	237110	Imported Trench Backfill	306-15.11	TON	671	\$39.00	\$26,169.00
52	Main Bid	237110	Manhole (3 ft x 4 ft)	306-16.6	EA	48	\$9,500.00	\$456,000.00
53	Main Bid	237110	Manhole (4 ft x 5 ft)	306-16.6	EA	5	\$30,000.00	\$150,000.0
54	Main Bid	237110	Sewer Lateral and Cleanout (4-Inch, Street)	306-17.2	EA	83	\$5,800.00	\$481,400.0
55	Main Bid	237110	Sewer Lateral and Cleanout (6-Inch, Street)	306-17.2	EA	8	\$6,000.00	\$48,000.00
56	Main Bid	237110	Sewer Lateral and Cleanout (4-Inch, Alley)	306-17.2	EA	92	\$2,450.00	\$225,400.0
57	Main Bid	237110	Sewer Lateral and Cleanout (4-Inch, Special Strength SDR-26, Street)	306-17.2	EA	51	\$6,400.00	\$326,400.0
58	Main Bid	237110	Sewer Lateral and Cleanout (6-Inch, Special Strength SDR-26, Street)	306-17.2	EA	1	\$15,000.00	\$15,000.00
59	Main Bid	237110	Sewer Lateral and Cleanout (4-Inch, Special Strength SDR-26, Alley)	306-17.2	EA	4	\$2,500.00	\$10,000.00
60	Main Bid	237110	Sewer Lateral with Private Replumbing (4- Inch) 129 25th Street San Diego, CA 92102	306-17.2	EA	1	\$25,000.00	\$25,000.00

61	Main Bid	237110	Sewer Lateral with Backwater Device Assembly (4-Inch) 11 20th Street San Diego, CA 92102	306-17.2	EA	1	\$5,000.00	\$5,000.00
62	Main Bid	237110	Sewer Lateral with Backwater Device Assembly (4-Inch) 1944 Commercial Street San Diego, CA 92102	306-17.2	EA	1	\$5,000.00	\$5,000.00
63	Main Bid	237110	Sewer Lateral with Backwater Device Assembly (4-Inch) 1945 Imperial Ave San Diego, CA 92102	306-17.2	EA	1	\$5,000.00	\$5,000.00
64	Main Bid	237110	Sewer Lateral with Backwater Device Assembly (4-Inch) 40 20th Street San Diego, CA 92102	306-17.2	EA	1	\$5,000.00	\$5,000.00
65	Main Bid	237110	Sewer Lateral with Backwater Device Assembly (4-Inch) 21 20th Street San Diego, CA 92102	306-17.2	EA	1	\$5,000.00	\$5,000.00
66	Main Bid	237110	Sewer Lateral with Backwater Device Assembly (4-Inch) 29 20th Street San Diego, CA 92102	306-17.2	EA	1	\$5,000.00	\$5,000.00

			Sewer Lateral with Backwater Device					
67	Main Bid	237110	Assembly (4-Inch) 24 21st	306-17.2	EA	1	\$5,000.00	\$5,000.00
			Street San Diego, CA					
			92102					
			Sewer Lateral with					
			Backwater Device					
68	Main Bid	237110	Assembly (4-Inch) 37 20th	306-17.2	EA	1	\$5 <i>,</i> 000.00	\$5,000.00
			Street San Diego, CA					
			92102					
			Sewer Lateral with					
			Backwater Device					
69	Main Bid	237110	Assembly (4-Inch) 118	306-17.2	EA	1	\$5,000.00	\$5,000.00
			20th Street San Diego, CA					
			92102					
			Sewer Lateral with					
			Backwater Device					
70	Main Bid	237110	Assembly (4-Inch) 130	306-17.2	EA	1	\$5,000.00	\$5 <i>,</i> 000.00
			20th Street San Diego, CA					
			92102					
			Sewer Lateral with					
			Backwater Device				AT 000 00	47 000 00
71	Main Bid	237110	Assembly (4-Inch) 142	306-17.2	EA	1	\$5,000.00	\$5 <i>,</i> 000.00
			20th Street San Diego, CA					
			92102					
			Sewer Lateral with					
70	Main Did	227440	Backwater Device	206 47 2	F A	1	ćr. 000.00	ć5 000 00
72	Main Bid	237110	Assembly (4-Inch) 156	306-17.2	EA	1	\$5,000.00	\$5 <i>,</i> 000.00
			20th Street San Diego, CA					
			92102					

			Course Lateral with					[]
			Sewer Lateral with					
70		007440	Backwater Device					45 000 00
73	Main Bid	237110	Assembly (4-Inch) 33 20th	306-17.2	EA	1	\$5,000.00	\$5 <i>,</i> 000.00
			Street San Diego, CA					
			92102					
			Sewer Lateral with					
			Backwater Device					
74	Main Bid	237110	Assembly (4-Inch) 2005	306-17.2	EA	1	\$5,000.00	\$5,000.00
			Imperial Ave San Diego,					
			CA 92102					
			Sewer Lateral with					
			Backwater Device					
75	Main Bid	237110	Assembly (4-Inch) 2019	306-17.2	EA	1	\$5,000.00	\$5,000.00
			Imperial Ave San Diego,					
			CA 92102					
			Sewer Lateral with					
			Backwater Device					
76	Main Bid	237110	Assembly (4-Inch) 1932	306-17.2	EA	1	\$5 <i>,</i> 000.00	\$5 <i>,</i> 000.00
			Imperial Ave San Diego,					
			CA 92102					
			Sewer Lateral with					
			Backwater Device					
77	Main Bid	237110	Assembly (4-Inch) 168	306-17.2	EA	1	\$5,000.00	\$5,000.00
			20th Street San Diego, CA					
			92102					
			Sewer Lateral with					
			Backwater Device					
78	Main Bid	237110	Assembly (4-Inch) 2004	306-17.2	EA	1	\$5,000.00	\$5,000.00
			,				- *	
			-					
			Imperial Ave San Diego, CA 92102					

79	Main Bid Main Bid	237110	Sewer Lateral with Backwater Device Assembly (4-Inch) 115 20th Street San Diego, CA 92102 Sewer Lateral with Backwater Device Assembly (4-Inch) 141	306-17.2	EA	1	\$5,000.00 \$5,000.00	\$5,000.00 \$5,000.00
			20th Street San Diego, CA 92102				, - ,	, - ,
81	Main Bid	237110	Sewer Lateral with Backwater Device Assembly (4-Inch) 155 20th Street	306-17.2	EA	1	\$5,000.00	\$5,000.00
82	Main Bid	237110	Sewer Lateral with Backwater Device Assembly (4-Inch) 165- 167 20th Street San Diego, CA 92102	306-17.2	EA	1	\$5,000.00	\$5,000.00
83	Main Bid	237110	Sewer Lateral with Backwater Device Assembly (4-Inch) 1930 L Street San Diego, CA 92102	306-17.2	EA	1	\$5,000.00	\$5,000.00
84	Main Bid	237110	Sewer Lateral with Backwater Device Assembly (4-Inch) 220 20th Street San Diego, CA 92102	306-17.2	EA	1	\$5,000.00	\$5,000.00
85	Main Bid	237110	Sewer Lateral with Backwater Device Assembly (4-Inch) 230 20th Street San Diego, CA 92102	306-17.2	EA	1	\$5,000.00	\$5,000.00

			Sewer Lateral with					[]
			Backwater Device					
86	Main Bid	237110	Assembly (4-Inch) 242	306-17.2	EA	1	\$5,000.00	\$5,000.00
			20th Street San Diego, CA				. ,	. ,
			92102					
			Sewer Lateral with					
			Backwater Device					
87	Main Bid	237110	Assembly (4-Inch) 2004 L	306-17.2	EA	1	\$5 <i>,</i> 000.00	\$5,000.00
			Street San Diego, CA					
			92102					
			Sewer Lateral with					
			Backwater Device					
88	Main Bid	237110	Assembly (4-Inch) 215	306-17.2	EA	1	\$5,000.00	\$5,000.00
			20th Street San Diego, CA					
			92102					
			Sewer Lateral with					
			Backwater Device					
89	Main Bid	237110	Assembly (4-Inch) 229	306-17.2	EA	1	\$5 <i>,</i> 000.00	\$5,000.00
			20th Street San Diego, CA					
			92102					
			Sewer Lateral with					
			Backwater Device					
90	Main Bid	237110	Assembly (4-Inch) 233	306-17.2	EA	1	\$5,000.00	\$5,000.00
			20th Street San Diego, CA					
			92102					
			Sewer Lateral with					
			Backwater Device					
91	Main Bid	237110	Assembly (4-Inch) 255	306-17.2	EA	1	\$5,000.00	\$5,000.00
			20th Street San Diego, CA					
			92102					

92	Main Bid	237110	Sewer Lateral with Backwater Device Assembly (4-Inch) 2005 K Street San Diego, CA 92102	306-17.2	EA	1	\$5,000.00	\$5,000.00
93	Main Bid	237110	Sewer Lateral with Backwater Device Assembly (4-Inch) 2040 Imperial Ave San Diego, CA 92102	306-17.2	EA	1	\$5,000.00	\$5,000.00
94	Main Bid	237110	Sewer Lateral with Backwater Device Assembly (4-Inch) 136 21st Street San Diego, CA 92102	306-17.2	EA	1	\$5,000.00	\$5,000.00
95	Main Bid	237110	Sewer Lateral with Backwater Device Assembly (4-Inch) 144 21st Street San Diego, CA 92102	306-17.2	EA	1	\$5,000.00	\$5,000.00
96	Main Bid	237110	Sewer Lateral with Backwater Device Assembly (4-Inch) 154 21st Street San Diego, CA 92102	306-17.2	EA	1	\$5,000.00	\$5,000.00
97	Main Bid	237110	Sewer Lateral with Backwater Device Assembly (4-Inch) 2025 L Street San Diego, CA 92102	306-17.2	EA	1	\$5,000.00	\$5,000.00

			Sewer Lateral with					
			Backwater Device					
98	Main Bid	237110	Assembly (4-Inch) 202	306-17.2	EA	1	\$5,000.00	\$5 <i>,</i> 000.00
			21st Street San Diego, CA					
			92102					
			Sewer Lateral with					
			Backwater Device					
99	Main Bid	237110	Assembly (4-Inch) 224	306-17.2	EA	1	\$5,000.00	\$5 <i>,</i> 000.00
			21st Street San Diego, CA					
			92102					
			Sewer Lateral with					
			Backwater Device					
100	Main Bid	237110	Assembly (4-Inch) 230	306-17.2	EA	1	\$5,000.00	\$5 <i>,</i> 000.00
			21st Street San Diego, CA					
			92102					
			Sewer Lateral with					
			Backwater Device					
101	Main Bid	237110	Assembly (4-Inch) 242	306-17.2	EA	1	\$5 <i>,</i> 000.00	\$5 <i>,</i> 000.00
			21st Street San Diego, CA					
			92102					
			Sewer Lateral with					
			Backwater Device					
102	Main Bid	237110	Assembly (4-Inch) 2045 K	306-17.2	EA	1	\$5,000.00	\$5 <i>,</i> 000.00
			Street San Diego, CA					
			92102					
			Sewer Lateral with					
			Backwater Device					
103	Main Bid	237110	Assembly (4-Inch) 2118	306-17.2	EA	1	\$5 <i>,</i> 000.00	\$5,000.00
			Imperial Ave San Diego,					
			CA 92102					

104	Main Bid	237110	Sewer Lateral with Backwater Device Assembly (4-Inch) 141 21st Street San Diego, CA 92102	306-17.2	EA	1	\$5,000.00	\$5,000.00
105	Main Bid	237110	Sewer Lateral with Backwater Device Assembly (4-Inch) 165 21st Street San Diego, CA 92102	306-17.2	EA	1	\$5,000.00	\$5,000.00
106	Main Bid	237110	Sewer Lateral with Backwater Device Assembly (4-Inch) 171 21st Street San Diego, CA 92102	306-17.2	EA	1	\$5,000.00	\$5,000.00
107	Main Bid	237110	Sewer Lateral with Backwater Device Assembly (4-Inch) 201 21st Street San Diego, CA 92102	306-17.2	EA	1	\$5,000.00	\$5,000.00
108	Main Bid	237110	Sewer Lateral with Backwater Device Assembly (4-Inch) 230 22nd Street San Diego, CA 92102	306-17.2	EA	1	\$5,000.00	\$5,000.00
109	Main Bid	237110	Sewer Lateral with Backwater Device Assembly (4-Inch) 213 21st Street San Diego, CA 92102	306-17.2	EA	1	\$5,000.00	\$5,000.00

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Main Bid	237110		306-17.2	EA	1	\$5 <i>,</i> 000.00	\$5,000.00
		21st Street San Diego, CA					
		92102					
		Sewer Lateral with					
		Backwater Device					
Main Bid	237110	Assembly (4-Inch) 253	306-17.2	EA	1	\$5,000.00	\$5,000.00
		21st Street San Diego, CA					
		92102					
		Sewer Lateral with					
		Backwater Device					
Main Bid	237110	Assembly (4-Inch) 210 K	306-17.2	EA	1	\$5 <i>,</i> 000.00	\$5,000.00
		Street San Diego, CA					
		92102					
		Sewer Lateral with					
		Backwater Device					
Main Bid	237110	Assembly (4-Inch) 2144 L	306-17.2	EA	1	\$5 <i>,</i> 000.00	\$5,000.00
		Street San Diego, CA					
		92102					
		Sewer Lateral with					
		Backwater Device					
Main Bid	237110	Assembly (4-Inch) 168 L	306-17.2	EA	1	\$5,000.00	\$5,000.00
		Street San Diego, CA					
		92102					
		Sewer Lateral with					
		Backwater Device					
Main Bid	237110	Assembly (4-Inch) 220	306-17.2	EA	1	\$5 <i>,</i> 000.00	\$5,000.00
		, , , ,					
		92102					
	Main Bid Main Bid Main Bid	Main Bid 237110 Main Bid 237110 Main Bid 237110 Main Bid 237110	Main Bid21st Street San Diego, CA 92102Main Bid237110Sewer Lateral with Backwater DeviceMain Bid237110Assembly (4-Inch) 253 21st Street San Diego, CA 92102Main Bid237110Sewer Lateral with Backwater DeviceMain Bid237110Assembly (4-Inch) 168 L Street San Diego, CA 	Main Bid237110Backwater Device Assembly (4-Inch) 243 21st Street San Diego, CA 92102306-17.2 306-17.2 306-17.2 306-17.2 306-17.2 21st Street San Diego, CA 92102Main Bid237110Sewer Lateral with Backwater Device (Assembly (4-Inch) 253 21st Street San Diego, CA 92102306-17.2 306-17.2Main Bid237110Sewer Lateral with Backwater Device (Assembly (4-Inch) 210 K Street San Diego, CA 92102306-17.2 306-17.2Main Bid237110Sewer Lateral with Backwater Device (Assembly (4-Inch) 214 L Street San Diego, CA 92102306-17.2 306-17.2Main Bid237110Sewer Lateral with Backwater Device (Assembly (4-Inch) 2144 L Street San Diego, CA 92102306-17.2 306-17.2Main Bid237110Sewer Lateral with Backwater Device (Assembly (4-Inch) 2144 L Street San Diego, CA 92102306-17.2 306-17.2Main Bid237110Sewer Lateral with Backwater Device (Assembly (4-Inch) 168 L Street San Diego, CA 92102306-17.2 306-17.2Main Bid237110Assembly (4-Inch) 168 L Street San Diego, CA 92102306-17.2 306-17.2Main Bid237110Assembly (4-Inch) 168 L Street San Diego, CA 92102306-17.2 306-17.2Main Bid237110Assembly (4-Inch) 220 Assembly (4-Inch) 220306-17.2 306-17.2	Main Bid237110Backwater Device Assembly (4-Inch) 243 21st Street San Diego, CA 92102306-17.2 306-17.2 21st Street San Diego, CA 92102EAMain Bid237110Sewer Lateral with Backwater Device Assembly (4-Inch) 253 21st Street San Diego, CA 92102306-17.2 306-17.2EAMain Bid237110Sewer Lateral with Backwater Device Assembly (4-Inch) 210 K Street San Diego, CA 92102306-17.2 306-17.2EAMain Bid237110Sewer Lateral with Backwater Device Assembly (4-Inch) 210 K Street San Diego, CA 92102306-17.2 306-17.2EAMain Bid237110Sewer Lateral with Backwater Device Assembly (4-Inch) 2144 L Street San Diego, CA 92102306-17.2 306-17.2EAMain Bid237110Sewer Lateral with Backwater Device Assembly (4-Inch) 2144 L Street San Diego, CA 92102306-17.2 306-17.2EAMain Bid237110Sewer Lateral with Backwater Device Assembly (4-Inch) 168 L 92102306-17.2 306-17.2EAMain Bid237110Sewer Lateral with Backwater Device 92102Sewer Lateral with Backwater Device 92102Sewer Lateral with Backwater DeviceAssembly (4-Inch) 168 L 92102Sewer Lateral with Backwater DeviceMain Bid237110Sewer Lateral with Backwater DeviceSewer Lateral wi	Main Bid237110Backwater Device Assembly (4-Inch) 243 21st Street San Diego, CA 92102306-17.2EA1Main Bid237110Sewer Lateral with Backwater Device (192102)Assembly (4-Inch) 253 21st Street San Diego, CA 92102306-17.2EA1Main Bid237110Sewer Lateral with Backwater Device (192102)Assembly (4-Inch) 213 306-17.2EA1Main Bid237110Sewer Lateral with Backwater Device (192102)Assembly (4-Inch) 210 K 306-17.2Assembly (4-Inch) 210 K 306-17.2EA1Main Bid237110Sewer Lateral with Backwater Device (192102)Assembly (4-Inch) 210 K 306-17.2EA1Main Bid237110Sewer Lateral with Backwater Device (192102)Assembly (4-Inch) 214 L 306-17.2Assembly (4-Inch) 214 L 306-17.2Assembly (4-Inch) 214 L 306-17.2Assembly (4-Inch) 168 L 306-17.2Assembly (4-Inch) 200Assembly (4-Inch) 200Assembly (4-Inch) 200Assembly (4-Inch) 20	Main BidBackwater Device Assembly (4-Inch) 243 21st Street San Diego, CA 92102306-17.2 306-17.2EA1\$5,000.00Main Bid237110Sewer Lateral with Backwater Device 92102Sewer Lateral with Backwater Device 92102BACW 306-17.2FA1\$5,000.00Main Bid237110Sewer Lateral with Backwater Device 92102Sewer Lateral with Backwater Device 92102FA1\$5,000.00Main Bid237110Sewer Lateral with Backwater Device 4 Street San Diego, CA 92102Sewer Lateral with Backwater Device 92102FA1\$5,000.00Main Bid237110Sewer Lateral with Backwater Device 4 Street San Diego, CA 92102Sofe-17.2EA1\$5,000.00Main Bid237110Sewer Lateral with Backwater Device 4 Street San Diego, CA 92102Sofe-17.2EA1\$5,000.00Main Bid237110Sewer Lateral with Backwater Device 4 Street San Diego, CA 92102Sofe-17.2EA1\$5,000.00Main Bid237110Assembly (4-Inch) 214 L 92102306-17.2EA1\$5,000.00Main Bid237110Sewer Lateral with Backwater Device 92102Sewer Lateral with Backwater Device 92102Sofe-17.2EA1\$5,000.00Main Bid237110Assembly (4-Inch) 168 L 92102306-17.2EA1\$5,000.00Main Bid237110Assembly (4-Inch) 220 92102306-17.2EA1\$5,000.00Main Bid237110 </td

			Sewer Lateral with					[]
			Backwater Device					
116	Main Bid	237110	Assembly (4-Inch) 242	306-17.2	EA	1	\$5,000.00	\$5,000.00
110		257110	22nd Street San Diego, CA		L/	-	\$3,000.00	\$5,000.00
			92102					
			Sewer Lateral with					
			Backwater Device					
117	Main Bid	237110	Assembly (4-Inch) 252	306-17.2	EA	1	\$5,000.00	\$5,000.00
11/		237110	22nd Street San Diego, CA		LA	Ŧ	JJ,000.00	\$3,000.00
			92102					
			Sewer Lateral with					
			Backwater Device					
118	Main Bid	237110	Assembly (4-Inch) 265	306-17.2	ΕA	1	\$5,000.00	\$5,000.00
110	IVIAIII DIU	23/110	, , , ,		LA	T	\$3,000.00	\$3,000.00
			22nd Street San Diego, CA 92102					
			Sewer Lateral with					
			Backwater Device					
110	Main Did	227440		206 47 2	F A	4	ćr. 000.00	ćr. 000.00
119	Main Bid	237110	Assembly (4-Inch) 239	306-17.2	EA	1	\$5,000.00	\$5,000.00
			22nd Street San Diego, CA					
			92102					
			Sewer Lateral with					
			Backwater Device			_	4= 000 00	45 000 00
120	Main Bid	237110	Assembly (4-Inch) 160	306-17.2	EA	1	\$5,000.00	\$5 <i>,</i> 000.00
			22nd Street San Diego, CA					
			92102					
			Sewer Lateral with					
			Backwater Device					4
121	Main Bid	237110	Assembly (4-Inch) 219	306-17.2	EA	1	\$5,000.00	\$5,000.00
			22nd Street San Diego, CA					
			92102					

122	Main Bid	237110	Sewer Lateral with Backwater Device Assembly (4-Inch) 142	306-17.2	EA	1	\$5,000.00	\$5,000.00
			22nd Street San Diego, CA 92102					
			Sewer Lateral with					
			Backwater Device					
123	Main Bid	237110	Assembly (4-Inch) 130	306-17.2	EA	1	\$5,000.00	\$5 <i>,</i> 000.00
			22nd Street San Diego, CA					
			92102					
			Sewer Lateral with					
124	Main Bid	237110	Backwater Device Assembly (4-Inch) 2205 L	306-17.2	EA	1	\$5,000.00	\$5,000.00
124	IVIAIII DIU	25/110	Street San Diego, CA	500-17.2	EA	T	\$5,000.00	\$5,000.00
			92102					
			Sewer Lateral with					
			Backwater Device					
125	Main Bid	237110	Assembly (4-Inch) 2136 L	306-17.2	EA	1	\$5,000.00	\$5,000.00
			Street San Diego, CA				+-,	+ = , = = = = = =
			92102					
			Sewer Lateral with					
			Backwater Device					
126	Main Bid	237110	Assembly (4-Inch) 50	306-17.2	EA	1	\$5,000.00	\$5,000.00
			22nd Street San Diego, CA					
			92102					
			Sewer Lateral with					
			Backwater Device					
127	Main Bid	237110	Assembly (4-Inch) 2150	306-17.2	EA	1	\$5 <i>,</i> 000.00	\$5,000.00
			Imperial Ave San Diego,					
			CA 92102					

128	Main Bid	237110	Sewer Lateral with Backwater Device Assembly (4-Inch) 118 22nd Street San Diego, CA 92102	306-17.2	EA	1	\$5,000.00	\$5,000.00
129	Main Bid	237110	Video Inspection of Pipelines and Culverts for Acceptance	306-18.7	LF	10544	\$2.50	\$26,360.00
130	Main Bid	237310	Removal and Replacement of Existing Paint Striping	314-4.3.7	LS	1	\$7,200.00	\$7,200.00
131	Main Bid	237310	Removal and Replacement of Existing Thermoplastic Striping and Markings	314-4.4.6	LS	1	\$11,000.00	\$11,000.00
132	Main Bid	238990	Video Recording of Existing Conditions	400-1.1.1	LS	1	\$3,000.00	\$3,000.00
133	Main Bid	237310	Additional Pavement Removal and Disposal	401-7	СҮ	5	\$200.00	\$1,000.00
134	Main Bid	238910	Removal and Disposal of Railroad Tracks	401-7	LF	1427	\$21.00	\$29,967.00
135	Main Bid	237110	Potholing Existing Utilities Not Shown on Plans (Depth up to 7 feet)	402-8	EA	250	\$200.00	\$50,000.00
136	Main Bid	237310	Adjust Existing Gate Valve Frame and Cover to Grade	403-5	EA	60	\$250.00	\$15,000.00
137	Main Bid	237310	Adjust Existing Survey Monument to Grade	403-5	EA	5	\$1,800.00	\$9,000.00
138	Main Bid	237310	Traffic Signal Loop and Appurtenance Replacement (Type E)	404-12	EA	31	\$600.00	\$18,600.00

139	Main Bid	237310	Traffic Signal Loop and Appurtenance Replacement (Modified Type E)	404-12	EA	11	\$720.00	\$7,920.00
140	Main Bid	237110	MTS Right of Entry Permit (EOC Type I)	600-5	AL	1	\$5,000.00	\$5,000.00
141	Main Bid	541330	Traffic Control and Working Drawings	601-7	LS	1	\$300,000.00	\$300,000.00
142	Main Bid	238210	Temporary Detection System	601-7	EA	5	\$31,000.00	\$155,000.00
143	Main Bid	237310	Pedestrian Barricade (Type A)	701-2	EA	5	\$780.00	\$3,900.00
144	Main Bid	237110	Contractor Furnished Materials for the City Forces High-line Work	900-1.9	LF	3755	\$32.00	\$120,160.00
145	Main Bid	237110	Pavement Restoration for Final Connection	901-2.5	SF	1000	\$16.00	\$16,000.00
146	Main Bid	541330	WPCP Development	1001-4.2	LS	1	\$1,000.00	\$1,000.00
147	Main Bid	237310	WPCP Implementation	1001-4.2	LS	1	\$152,000.00	\$152,000.00
								\$7,750,175.00
148	Additive Alternate A	237110	Furnished Materials for Contractor High-line Work	900-1.9	LF	3755	\$5.00	\$18,775.00
149	Additive Alternate A	237110	High-lining Installation by the Contractor	901-1.3	LF	3755	\$16.00	\$60,080.00
150	Additive Alternate A	237110	High-lining Removed by the Contractor	901-1.3	LF	3755	\$6.00	\$22,530.00
								\$101,385.00

151	Deductive Alternate B (write as a negative number)	237110	Contractor Furnished Materials for the City Forces High-line Work	900-1.9	LF	3755	-\$32.00	-\$120,160.00
								-\$120,160.00
152	Additive Alternate C	237110	Connections to The Existing System by Contractor (8-Inch through 12-Inch)	901-2.5	EA	10	\$6,600.00	\$66,000.00
153	Additive Alternate C	237110	Cut and Plug by Contractor	901-2.5	EA	9	\$6,700.00	\$60,300.00
								\$126,300.00
154	Additive Alternate D - 25th Street Between Commerci al Street and L Street (Striping)	238210	Traffic Signal Loop and Appurtenance (Type Q), per 42207-1-D to 42207-2- D	404-12	EA	2	\$720.00	\$1,440.00

155	Additive Alternate D - 25th Street Between Commerci al Street and L Street (Striping)	237310	Thermoplastic Traffic Striping: Buffer Cross Hatch, per 42207-1-D to 42207-2-D	314-4.3.7	EA	21	\$600.00	\$12,600.00
156	Additive Alternate D - 25th Street Between Commerci al Street and L Street (Striping)	237310	Painted Traffic Striping: Detail 39 (PAINT), per 42207-1-D to 42207-2-D	314-4.3.7	LF	1358	\$6.00	\$8,148.00
157	Additive Alternate D - 25th Street Between Commerci al Street and L Street (Striping)	237310	Painted Traffic Striping: Detail 39a (PAINT), per 42207-1-D to 42207-2-D	314-4.3.7	LF	150	\$6.00	\$900.00

158	Additive Alternate D - 25th Street Between Commerci al Street and L Street (Striping)	237310	Painted Traffic Striping: Detail 38 (PAINT), per 42207-1-D to 42207-2-D	314-4.3.7	LF	285	\$6.00	\$1,710.00
159	Additive Alternate D - 25th Street Between Commerci al Street and L Street (Striping)	237310	Painted Traffic Striping: Detail 27B (PAINT), per 42207-1-D to 42207-2-D	314-4.3.7	LF	335	\$6.00	\$2,010.00
160	Additive Alternate D - 25th Street Between Commerci al Street and L Street (Striping)	237310	Painted Traffic Striping: Detail 29, per 42207-1-D to 42207-2-D	314-4.3.7	LF	605	\$6.00	\$3,630.00

161	Additive Alternate D - 25th Street Between Commerci al Street and L Street (Striping)	237310	Thermoplastic Striping: Stop Bar, per 42207-1-D to 42207-2-D	314-4.4.6	LF	12	\$60.00	\$720.00
162	Additive Alternate D - 25th Street Between Commerci al Street and L Street (Striping)	237310	Thermoplastic Pavement Marking / Legend - Bike w/ Arrow Symbol (PAINT), per 42207-1-D to 42207-2-D	314-4.4.6	EA	6	\$600.00	\$3,600.00
163	Additive Alternate D - 25th Street Between Commerci al Street and L Street (Striping)	237310	Thermoplastic Pavement Marking/Sharrows, per 42207-1-D to 42207-2-D	314-4.4.6	EA	4	\$600.00	\$2,400.00
	(p6/						Subtotal	\$37,158.00
							Total	\$7,894,858.00