

# City of San Diego

**CONTRACTOR'S NAME:** Ortiz Corporation  
**ADDRESS:** 2000 McKinley Ave, National City, CA 91950  
**TELEPHONE NO.:** (619) 997-3801 **FAX NO.:** \_\_\_\_\_  
**CITY CONTACT:** Juan E. Espindola, Senior Contract Specialist, Email: [JEEspindola@sandiego.gov](mailto:JEEspindola@sandiego.gov)  
Phone No. (619) 533-4491  
N. Damjanovic / A. Parra / N. Donovan

## BIDDING DOCUMENTS



**FOR**

## FOOTHILL BLVD & LORING ST ROUNDABOUT

**BID NO.:** K-23-2120-DBB-3  
**SAP NO. (WBS/IO/CC):** B-18008  
**CLIENT DEPARTMENT:** 2116  
**COUNCIL DISTRICT:** 2  
**PROJECT TYPE:** ID, IM

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

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

**BID DUE DATE:**

**2:00 PM**  
**OCTOBER 4, 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 Registered Engineer:

*Ronak Rekani*

\_\_\_\_\_  
For City Engineer

8/1/2022

\_\_\_\_\_  
Date

Seal:



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## REQUIRED DOCUMENTS SCHEDULE DURING BIDDING AND AWARDING

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

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

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

ITEM	DOCUMENT TO BE SUBMITTED	WHEN DUE	FROM
1.	Bid Bond (PDF via PlanetBids)	At Time of Bid	ALL BIDDERS
2.	Contractors Certification of Pending Actions	At Time of Bid	ALL BIDDERS
3.	Mandatory Disclosure of Business Interests	At Time of Bid	ALL BIDDERS
4.	Debarment and Suspension Certification for Prime Contractors	At Time of Bid	ALL BIDDERS
5.	Debarment and Suspension Certification for Subcontractors, Suppliers & Mfgs	At Time of Bid	ALL BIDDERS
6.	Bid Bond (Original)	By 5PM 3 working days after bid opening	ALL BIDDERS
7.	SLBE Good Faith Effort Documentation	By 5 PM 3 working days after bid opening	ALL BIDDERS
8.	Form AA60 – List of Work Made Available	By 5 PM 3 working days after bid opening with Good Faith Effort (GFE) documentation	ALL BIDDERS
9.	If the Contractor is a Joint Venture: <ul style="list-style-type: none"> <li>• Joint Venture Agreement</li> <li>• Joint Venture License</li> </ul>	Within 10 working days of receipt by bidder of contract forms	AWARDED BIDDER
10.	Payment & Performance Bond; Certificates of Insurance & Endorsements; and Signed Contract Agreement Page	Within 10 working days of receipt by bidder of contract forms and NOI	AWARDED BIDDER
11.	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 **Foothill Blvd & Loring St Roundabout**. For additional information refer to Attachment A.
2. **FULL AND OPEN COMPETITION:** This solicitation is subject to full and open competition and may be bid by Contractors on the City's approved Prequalified Contractors List. For information regarding the Contractors Prequalified list visit the City's web site: <http://www.sandiego.gov>.
3. **ESTIMATED CONSTRUCTION COST:** The City's estimated construction cost for this project is **\$1,830,000**.
4. **BID DUE DATE AND TIME ARE: OCTOBER 4, 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 classification: **A**
7. **SUBCONTRACTING PARTICIPATION PERCENTAGES:** Subcontracting participation percentages apply to this contract.
  - 7.1. The City has incorporated **mandatory** SLBE-ELBE subcontractor participation percentages to enhance competition and maximize subcontracting opportunities. For the purpose of achieving the mandatory subcontractor participation percentages, a recommended breakdown of the SLBE and ELBE subcontractor participation percentages based upon certified SLBE and ELBE firms has also been provided to achieve the mandatory subcontractor participation percentages:

1. SLBE participation	<b>11.1%</b>
2. ELBE participation	<b>13.9%</b>
3. Total mandatory participation	<b>25.0%</b>
  - 7.2. The Bid may be declared non-responsive if the Bidder fails to meet the following requirements:
    - 7.2.1. Include SLBE-ELBE certified subcontractors at the overall mandatory participation percentage identified in this document; OR
    - 7.2.2. Submit Good Faith Effort (GFE) documentation, saved in searchable Portable Document Format (PDF), demonstrating the Bidder made a good faith effort to conduct outreach to and include SLBE-ELBE Subcontractors as required in this solicitation by 5 PM 3 Working Days after the Bid opening if the overall mandatory participation percentage is not met.

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

**8. AWARD PROCESS:**

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

**9. SUBMISSION OF QUESTIONS:**

- 9.1. The Director (or Designee) of the 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:

[JEEspindola@sandiego.gov](mailto:JEEspindola@sandiego.gov)

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

## INSTRUCTIONS TO BIDDERS

### 1. PREQUALIFICATION OF CONTRACTORS:

- 1.1. Contractors submitting a Bid must be pre-qualified for the total amount proposed, including all alternate items, prior to the date of submittal. Bids from contractors who have not been pre-qualified as applicable and Bids that exceed the maximum dollar amount at which contractors are pre-qualified may be deemed **non-responsive** and ineligible for award.
- 1.2. The completed application must be submitted online no later than 2 weeks prior to the bid opening.
- 1.3. **Joint Venture Bidders Cumulative Maximum Bidding Capacity:** For projects with an engineer's estimate of \$30,000,000 or greater, Joint Ventures submitting bids may be deemed responsive and eligible for award if the cumulative maximum bidding capacity of the individual Joint Venture entities is equal to or greater than the total amount proposed.
  - 1.3.1. Each of the entities of the Joint Venture must have been previously prequalified at a minimum of \$15,000,000.
  - 1.3.2. Bids submitted with a total amount proposed of less than \$30,000,000 are not eligible for Cumulative Maximum Bidding Capacity prequalification. To be eligible for award in this scenario, the Joint Venture itself or at least one of the Joint Venture entities must have been prequalified for the total amount proposed.
  - 1.3.3. Bids submitted by Joint Ventures with a total amount proposed of \$30,000,000 or greater on a project with an engineer's estimate of less than \$30,000,000 are not eligible for Cumulative Maximum Bidding Capacity prequalification.
  - 1.3.4. The Joint Venture designated as the Apparent Low Bidder shall provide evidence of its corporate existence and furnish good and approved bonds in the name of the Joint Venture within 14 Calendar Days of receipt by the Bidder of a form of contract for execution.
- 1.4. Complete information and links to the on-line prequalification application are available at:  
  
<http://www.sandiego.gov/cip/bidopps/prequalification>
- 1.5. Due to the City's responsibility to protect the confidentiality of the contractors' information, City staff will not be able to provide information regarding contractors' prequalification status over the telephone. Contractors may access real-time information about their prequalification status via their vendor profile on [PlanetBids™](#).

2. **ELECTRONIC FORMAT RECEIPT AND OPENING OF BIDS:** Bids will be received in electronic format (eBids) EXCLUSIVELY at the City of San Diego's electronic bidding (eBidding) site, at: <http://www.sandiego.gov/cip/bidopps/index.shtml> and are due by the date, and time shown on the cover of this solicitation.
- 2.1. **BIDDERS MUST BE PRE-REGISTERED** with the City's bidding system and possess a system-assigned Digital ID in order to submit an electronic bid.
- 2.2. The City's bidding system will automatically track information submitted to the site including IP addresses, browsers being used and the URLs from which information was submitted. In addition, the City's bidding system will keep a history of every login instance including the time of login, and other information about the user's computer configuration such as the operating system, browser type, version, and more. Because of these security features, Contractors who disable their browsers' cookies will not be able to log in and use the City's bidding system.
- 2.3. The City's electronic bidding system is responsible for bid tabulations. Upon the bidder's or proposer's entry of their bid, the system will ensure that all required fields are entered. **The system will not accept a bid for which any required information is missing.** This includes all necessary pricing, subcontractor listing(s) and any other essential documentation and supporting materials and forms requested or contained in these solicitation documents.
- 2.4. **BIDS REMAIN SEALED UNTIL BID DEADLINE.** eBids are transmitted into the City's bidding system via hypertext transfer protocol secure (https) mechanism using SSL 128-256 bit security certificates issued from Verisign/Thawte which encrypts data being transferred from client to server. Bids submitted prior to the "Bid Due Date and Time" are not available for review by anyone other than the submitter who has until the "Bid Due Date and Time" to change, rescind or retrieve its proposal should it desire to do so.
- 2.5. **BIDS MUST BE SUBMITTED BY BID DUE DATE AND TIME.** Once the bid deadline is reached, no further submissions are accepted into the system. Once the Bid Due Date and Time has lapsed, bidders, proposers, the general public, and City staff are able to immediately see the results 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. Important Note:** Submission of the electronic bid into the system may not be instantaneous. Due to the speed and capabilities of the user's internet service provider (ISP), bandwidth, computer hardware and other variables, it may take time for the bidder's submission to upload and be received by the City's eBidding system. It is the bidder's sole responsibility to ensure their bids are received on time by the City's eBidding system. The City of San Diego is not responsible for bids that do not arrive by the required date and time.

**2.8. ACCESSIBILITY AND AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE:** To request a copy of this solicitation in an alternative format, contact the 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”) <a href="http://www.greenbookspecs.org/">http://www.greenbookspecs.org/</a>	2021	ECPI010122-01
City of San Diego Standard Specifications for Public Works Construction (“The WHITEBOOK”)* <a href="https://www.sandiego.gov/ecp/edocref/greenbook">https://www.sandiego.gov/ecp/edocref/greenbook</a>	2021	ECPI010122-02
City of San Diego Standard Drawings* <a href="https://www.sandiego.gov/ecp/edocref/standarddraw">https://www.sandiego.gov/ecp/edocref/standarddraw</a>	2021	ECPI010122-03
Citywide Computer Aided Design and Drafting (CADD) Standards <a href="https://www.sandiego.gov/ecp/edocref/drawings">https://www.sandiego.gov/ecp/edocref/drawings</a>	2018	PWPI010119-04
California Department of Transportation (CALTRANS) Standard Specifications <a href="https://dot.ca.gov/programs/design/ccs-standard-plans-and-standard-specifications">https://dot.ca.gov/programs/design/ccs-standard-plans-and-standard-specifications</a>	2018	PWPI030119-05

Title	Edition	Document Number
CALTRANS Standard Plans <a href="https://dot.ca.gov/programs/design/ccs-standard-plans-and-standard-specifications">https://dot.ca.gov/programs/design/ccs-standard-plans-and-standard-specifications</a>	2018	PWPI030119-06
California Manual on Uniform Traffic Control Devices Revision 6 (CA MUTCD Rev 6) <a href="https://dot.ca.gov/programs/safety-programs/camutcd/camutcd-files">https://dot.ca.gov/programs/safety-programs/camutcd/camutcd-files</a>	2014	PWPI060121-10
<p><b>NOTE:</b> *Available online under Engineering Documents and References at: <a href="https://www.sandiego.gov/ecp/edocref/">https://www.sandiego.gov/ecp/edocref/</a></p> <p>*Electronic updates to the Standard Drawings may also be found in the link above</p>		

9. **CITY'S RESPONSES AND ADDENDA:** The City, at its discretion, may respond to any or all questions submitted in writing via the City's eBidding web site in the **form of an addendum**. No other responses to questions, oral or written shall be of any force or effect with respect to this solicitation. The changes to the Contract Documents through addenda are made effective as though originally issued with the Bid. The Bidders shall acknowledge the receipt of Addenda at the time of bid submission.
10. **CITY'S RIGHTS RESERVED:** The City reserves the right to cancel the Notice Inviting Bids at any time, and further reserves the right to reject submitted Bids, without giving any reason for such action, at its sole discretion and without liability. Costs incurred by the Bidder(s) as a result of preparing Bids under the Notice Inviting Bids shall be the sole responsibility of each bidder. The Notice Inviting Bids creates or imposes no obligation upon the City to enter a contract.
11. **CONTRACT PRICING:** This solicitation is for a Lump Sum contract with Unit Price provisions as set forth herein. The Bidder agrees to perform construction services for the City of San Diego in accordance with these contract documents for the prices listed below. The Bidder further agrees to guarantee the Contract Price for a period of 120 days from the date of Bid opening. The duration of the Contract Price guarantee may be extended, by mutual consent of the parties, by the number of days required for the City to obtain all items necessary to fulfill all contractual conditions.
12. **SUBCONTRACTOR INFORMATION:**
- 12.1. **LISTING OF SUBCONTRACTORS.** In accordance with the requirements provided in the "Subletting and Subcontracting Fair Practices Act" of the California Public Contract Code, the Bidder shall provide the **NAME** and **ADDRESS** of each Subcontractor who will perform work, labor, render services or who specially fabricates and installs a portion [type] of the work or improvement, in an amount in excess of 0.5% of the Contractor's total Bid. The Bidder shall also state within the description, whether the subcontractor is a **CONSTRUCTOR, CONSULTANT** or **SUPPLIER**. The Bidder shall state the **DIR REGISTRATION NUMBER** for all subcontractors and shall further state within the description, the **PORTION** of the work which will be performed by each subcontractor under this Contract. The Contractor shall list only one Subcontractor for each portion of the Work. The **DOLLAR VALUE** of the total Bid to be performed shall be stated for all subcontractors listed. Failure to comply with this requirement may result in the Bid being rejected as **non-responsive** and ineligible for award. The

Bidder's attention is directed to the Special Provisions - Section 3-2, "Self-Performance", which stipulates the percent of the Work to be performed with the Bidders' own forces. The Bidder shall list all SLBE, ELBE, DBE, DVBE, MBE, WBE, OBE, SDB, WoSB, HUBZone, and SDVOSB Subcontractors for which Bidders are seeking recognition towards achieving any mandatory, voluntary (or both) subcontracting participation goals.

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

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

**12.3. LISTING OF SUBCONTRACTORS OR SUPPLIERS FOR ALTERNATES.** For subcontractors or suppliers to be used on additive or deductive alternate items, in addition to the above requirements, bidder shall further note "ALTERNATE" and alternate item number within the description.

**13. SUBMITTAL OF "OR EQUAL" ITEMS:** See Section 4-6, "Trade Names" in The WHITEBOOK and as amended in the SSP.

**14. AWARD:**

**14.1.** The Award of this contract is contingent upon the Contractor's compliance with all 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: <http://www.sandiego.gov/cip/>. 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 ACCEPTED:** No person, firm, or corporation shall be allowed to make, file, or be interested in more than one (1) Bid for the same work unless alternate Bids are called for. A person, firm or corporation who has submitted a sub-proposal to a Bidder, or who has quoted prices on materials to a Bidder, is not hereby disqualified from submitting a sub-proposal or quoting prices to other Bidders or from submitting a Bid in its own behalf. Any Bidder who submits more than one bid will result in the rejection of all bids submitted.
18. **SAN DIEGO BUSINESS TAX CERTIFICATE:** The Contractor and Subcontractors, not already having a City of San Diego Business Tax Certificate for the work contemplated shall secure the appropriate certificate from the City Treasurer, Civic Center Plaza, First floor and submit to the Contract Specialist upon request or as specified in the Contract Documents. Tax Identification numbers for both the Bidder and the listed Subcontractors must be submitted on the City provided forms within these documents.
19. **BIDDER'S GUARANTEE OF GOOD FAITH (BID SECURITY) FOR DESIGN-BID-BUILD CONTRACTS:**
  - 19.1. For bids \$250,000 and above, bidders shall submit Bid Security at bid time. Bid Security shall be in one of the following forms: a cashier's check, or a properly certified check upon some responsible bank; or an approved corporate surety bond payable to the City of San Diego for an amount of not less than 10% of the total bid amount.
  - 19.2. This check or bond, and the monies represented thereby, will be held by the City as a guarantee that the Bidder, if awarded the contract, will in good faith enter into the contract and furnish the required final performance and payment bonds.
  - 19.3. The Bidder agrees that in the event of the Bidder's failure to execute this contract and provide the required final bonds, the money represented by the cashier's or certified check will remain the property of the City; and the Surety agrees that it will pay to the City the damages, not exceeding the sum of 10% of the amount of the Bid, that the City may suffer as a result of such failure.
  - 19.4. At the time of bid submission, bidders must upload and submit an electronic PDF copy of the aforementioned bid security. Whether in the form of a cashier's check, a properly certified check or an approved corporate surety bond payable to the City of San Diego, the bid security must be uploaded to the City's eBidding system. By 5PM,

3 working days after the bid opening date, all bidders must provide the City with the original bid security.

- 19.5.** Failure to submit the electronic version of the bid security at the time of bid submission AND failure to provide the original by 5PM, 3 working days after the bid opening date shall cause the bid to be rejected and deemed **non-responsive**.

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

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

Original Bid Bond shall be submitted to:  
Purchasing & Contracting Department, Public Works Division  
1200 3rd Ave., Suite 200, MS 56P  
San Diego, California, 92101  
To the Attention of the Contract Specialist on the Front Page of this solicitation.

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

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

**21. BID RESULTS:**

- 21.1.** The availability of the bids on the City's eBidding system shall constitute the public announcement of the apparent low bidder. In the event that the apparent low bidder is subsequently deemed non-responsive or non-responsible, a notation of such will be made on the eBidding system. The new ranking and apparent low bidder will be adjusted accordingly.
- 21.2.** To obtain the bid results, view the results on the City's web site, or request the results by U.S. mail and provide a self-addressed, stamped envelope. If requesting by mail, be sure to reference the bid name and number. The bid tabulations will be mailed to you upon their completion. The results will not be given over the telephone.

**22. THE CONTRACT:**

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

Apparent Low Bidder shall furnish evidence of its corporate existence and evidence that the officer signing the Contract and bond for the corporation is duly authorized to do so.

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

Ortiz Corporation, a corporation, as principal, and  
Markel 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 One Million Seven  
Hundred Eighty Four Thousand Five Hundred Five Dollars and Zero Cents (\$1,784,505.00) for the  
faithful performance of the annexed contract, and in the sum of One Million Seven Hundred Eighty  
Four Thousand Five Hundred Five Dollars and Zero Cents (\$1,784,505.00) 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.

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

THE CITY OF SAN DIEGO

APPROVED AS TO FORM

Mara W. Elliott, City Attorney

By: Stephen Samara

By: Ryan P. Gerrity

Print Name: Stephen Samara  
Principal Contract Specialist  
Purchasing & Contracting Department

Print Name: RYAN P. GERRITY  
Deputy City Attorney

Date: 1/24/2023

Date: 1/24/2023

CONTRACTOR

Ortiz Corporation

SURETY

Markel Insurance Company

By: Marcelino E. Ortiz

By: Bart Stewart  
Attorney-In-Fact

Print Name: marcelino e ortiz

Print Name: Bart Stewart

Date: 11.3.22

Date: November 3rd, 2022

3131 Camino del Rio N, Ste 1450  
San Diego, CA 92108

Local Address of Surety

(619) 400 - 4100

Local Phone Number of Surety

\$13,788.00

Premium

4461123

Bond Number



# JOINT LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That SureTec Insurance Company, a Corporation duly organized and existing under the laws of the State of Texas and having its principal office in the County of Harris, Texas and Markel Insurance Company (the "Company"), a corporation duly organized and existing under the laws of the state of Illinois, and having its principal administrative office in Glen Allen, Virginia, does by these presents make, constitute and appoint:

Bart Stewart

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

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

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

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

IN WITNESS WHEREOF, Markel Insurance Company and SureTec Insurance Company have caused their official seal to be hereunto affixed and these presents to be signed by their duly authorized officers on the 7th day of December, 2021.

SureTec Insurance Company

By: Michael C. Keimig  
Michael C. Keimig, President



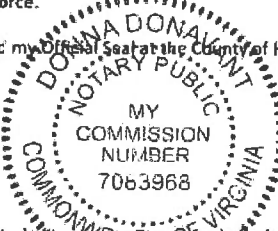
Markel Insurance Company

By: Robin Russo  
Robin Russo, Senior Vice President

Commonwealth of Virginia  
County of Henrico SS:

On this 7th day of December, 2021 A. D., before me, a Notary Public of the Commonwealth of Virginia, in and for the County of Henrico, duly commissioned and qualified, came THE ABOVE OFFICERS OF THE COMPANIES, to me personally known to be the individuals and officers described in, who executed the preceding instrument, and they acknowledged the execution of same, and being by me duly sworn, disposed and said that they are the officers of the said companies aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and the said Corporate Seals and their signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of the said companies, and that Resolutions adopted by the Board of Directors of said Companies referred to in the preceding instrument is now in force.

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



By: Donna Donavant  
Donna Donavant, Notary Public  
My commission expires 1/31/2023

We, the undersigned Officers of SureTec Insurance Company and Markel Insurance Company do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, we have hereunto set our hands, and affixed the Seals of said Companies, on the 3rd day of November, 2022.

SureTec Insurance Company

By: M. Brent Beaty  
M. Brent Beaty, Assistant Secretary

Markel Insurance Company

By: Richard R. Grinnan  
Richard R. Grinnan, Vice President and Secretary

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

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

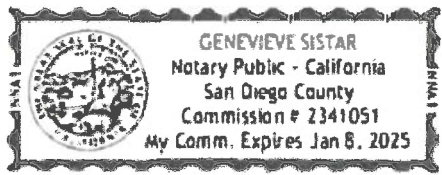
State of California )  
County of San Diego )

On November 3rd, 2022 before me, Genevieve Sistar, Notary Public,  
*Date Here Insert Name and Title of the Officer*  
personally appeared Bart Stewart  
*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 seal.



*Genevieve Sistar*

Signature \_\_\_\_\_  
*Signature of Notary 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: \_\_\_\_\_  
 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 —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_





April 6, 2020

Bond Obligees  
Project Owners  
General Contractors

RE: Digital Seal Authority and Enforceability Notice

To whom it may concern:

Due to the current COVID-19 Pandemic, the use of an electronic image of the corporate seal of Markel Insurance Company or SureTec Insurance Company (the "Digital Seal"), and the attachment of the Digital Seal to any surety bond issued by Markel Insurance Company or SureTec Insurance Company is authorized by the company. Markel Insurance Company and SureTec Insurance Company acknowledge and agree that the Digital Seal may be affixed to any surety bond and relied upon to the same extent as if a raised corporate seal was attached to the bond.

Delivery of a digital copy of this Digital Seal Authority and Enforceability Notice, executed electronically, to an Obligee or Obligee's representative, shall constitute effective execution and delivery of this notice and shall have the same legal effect as a delivery of a tangible original of the notice with my original "wet" signature.

If you require further verification you may call our Home Office Underwriting Center at 1-800-732-0999 or send a verification request to [bondverification@markel.com](mailto:bondverification@markel.com).

In Witness Whereof, this has been executed by the Executive Vice President and Chief Underwriting Officer, Surety for each of Markel Insurance Company and SureTec Insurance Company.

A handwritten signature in black ink, appearing to read "Lindsey Jennings", written over a horizontal line.

Lindsey Jennings, EVP Chief Underwriting Officer

## ACKNOWLEDGMENT

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

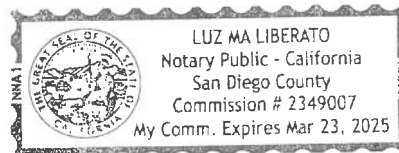
State of California  
County of San Diego )

On NOV 03 2022 before me, Luz Ma. Liberato, Notary Public  
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.



Signature Luz Ma. Liberato (Seal)

## ATTACHMENTS

**ATTACHMENT A**  
**SCOPE OF WORK**

## SCOPE OF WORK

1. **SCOPE OF WORK:** The Improvements consist of the following work: Installation of a roundabout and truck apron, raised splitter islands with passageways, curb extensions, curb and gutter, sidewalk, curb ramps, continental crosswalks with rapid flashing beacons, driveways, PCC pavement, signing and striping, storm drains, modular wetland system, retaining walls, inlets, and cleanouts.
  - 1.1. The Work shall be performed in accordance with:
    - 1.1.1. The Notice Inviting Bids and Plans numbered **41279-01-D** through **41279-22-D** and **41279-T1-D** through **41279-T7-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 **148 Working Days**.

**ATTACHMENT B**

**RESERVED**

**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: <http://www.sandiego.gov/eoc/forms/index.shtml>

#### 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 fifty-one 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.
- i) 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.
- l) 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.
- o) 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 single-user 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 Purchasing & Contracting Department, Public Works Division, Attention Contract Specialist, 1200 3rd Ave., Suite 200, MS 56P, 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 its 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 its 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 Angeles 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 10<sup>th</sup> 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.
- i) **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.**

- 1. For the purpose of satisfying subcontracting participation requirements, only 1<sup>st</sup> 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 non-discounted 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 EOCB 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 EOCB 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.**

1. 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>
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**ATTACHMENT D**  
**PREVAILING WAGE**

## PREVAILING WAGE

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

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

- 1.9. Contractor and Subcontractor Registration Requirements.** This project is subject to compliance monitoring and enforcement by the DIR. A contractor or subcontractor shall not be qualified to bid on, be listed in a bid or proposal, subject to the requirements of section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, unless currently registered and qualified to perform public work pursuant to Labor Code section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.
- 1.9.1.** A Contractor's inadvertent error in listing a subcontractor who is not registered pursuant to Labor Code section 1725.5 in response to a solicitation shall not be grounds for filing a bid protest or grounds for considering the bid non-responsive provided that any of the following apply: (1) the subcontractor is registered prior to bid opening; (2) within twenty-four hours after the bid opening, the subcontractor is registered and has paid the penalty registration fee specified in Labor Code section 1725.5; or (3) the subcontractor is replaced by another registered subcontractor pursuant to Public Contract Code section 4107.
- 1.9.2.** By submitting a bid or proposal to the City, Contractor is certifying that he or she has verified that all subcontractors used on this public work project are registered with the DIR in compliance with Labor Code sections 1771.1 and 1725.5, and Contractor shall provide proof of registration for themselves and all listed subcontractors to the City at the time of bid or proposal due date or upon request.
- 1.10. Stop Order.** For Contractor or its subcontractors engaging in the performance of any public work contract without having been registered in violation of Labor Code sections 1725.5 or 1771.1, the Labor Commissioner shall issue and serve a stop order prohibiting the use of the unregistered contractors or unregistered subcontractor(s) on ALL public works until the unregistered contractor or unregistered subcontractor(s) is registered. Failure to observe a stop order is a misdemeanor.
- 1.11. List of all Subcontractors.** The Contractor shall provide the list of subcontractors (regardless of tier), along with their DIR registration numbers, utilized on this Contract prior to any work being performed; and the Contractor shall provide a complete list of all subcontractors with each invoice. Additionally, Contractor shall provide the City with a complete list of all subcontractors (regardless of tier) utilized on this contract within ten working days of the completion of the contract, along with their DIR registration numbers. The City shall withhold final payment to Construction Management Professional until at least thirty (30) days after this information is provided to the City.
- 1.12. Exemptions for Small Projects.** There are limited exemptions for installation, alteration, demolition, or repair work done on projects of \$25,000 or less. The Contractor shall still comply with Labor Code sections 1720 et. seq. The only recognized exemptions are listed below:

- 1.12.1.** Registration. The Contractor will not be required to register with the DIR for small projects. (Labor Code section 1771.1).
- 1.12.2.** Certified Payroll Records. The records required in Labor Code section 1776 shall be required to be kept and submitted to the City of San Diego, but will not be required to be submitted online with the DIR directly. The Contractor will need to keep those records for at least three years following the completion of the Contract. (Labor Code section 1771.4).
- 1.12.3.** List of all Subcontractors. The Contractor shall not be required to hire only registered subcontractors and is exempt from submitting the list of all subcontractors that is required in section 1.11 above. (Labor code section 1773.3).

**ATTACHMENT E**  
**SUPPLEMENTARY SPECIAL PROVISIONS**



## **SUPPLEMENTARY SPECIAL PROVISIONS**

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

1. The **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.

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### **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 **8:30 AM** to **3:30 PM**.

### **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:

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

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

3. You shall sweep all paved areas within the Work site and all paved haul routes as specified below:
  - a) Every Friday on a weekly basis.
  - b) 1 Working Day prior to each rain event.
  - c) As directed by the Engineer.

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

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

2.      Other adjacent City projects are scheduled for construction for the same time period in the vicinity of Foothill Blvd and Loring St. See **Appendix F – Adjacent Projects Map** for the approximate location. Coordinate the Work with the adjacent projects as listed below:
  - a)      B18191 Sewer and AC Water Group 1058 (S), Jamal Sherzai, (619-533-4639)

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

**4-6**      **TRADE NAMES.** To the “WHITEBOOK”, ADD the following:

11.     You shall submit your list of proposed substitutions for an “equal” item **no later than 5 Working Days after the 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:

<u>General Annual Aggregate Limit</u>	<u>Limits of Liability</u>
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.

**5-4.3 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 shall be in excess of your insurance and shall not contribute to it.

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

**5-4.5.2 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, 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, agents and representatives shall be in excess of your insurance and shall not contribute to it.
- 5-4.5.4.2 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 self-insured 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.

## **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 with Cash Flow Forecast** and use the format shown.

**6-6.1.1 Environmental Document.**

1. The City of San Diego has prepared a **Notice of Exemption for Engineering Services: Foothill Boulevard and Loring Street Roundabout (Foothill Blvd & Loring St Roundabout)**, Project No. **B-18008**, as referenced in the Contract Appendix. You shall comply with all requirements of the **Notice of Exemption** as set forth in **Appendix A**.
2. Compliance with the City’s environmental document shall be included in the Contract Price, unless separate bid items have been provided.

**6-6.2.1 Archaeological and Native American Monitoring Program.** To the “WHITEBOOK”, ADD the following:

4. You shall retain a qualified archaeologist and Native American Monitor for this Contract. You shall coordinate your activities and Schedule with the activities and schedules of the archaeologist and Native American monitor. Notify the Engineer before noon of the Working Day before monitoring is required. See 3-5, “INSPECTION” for details.



## SECTION 7 – MEASUREMENT AND PAYMENT

### 7-3.1

**General.** To the “WHITEBOOK”, ADD the following:

4. The Lump Sum Bid item for “**Install New Sign and Post**” shall include payment for pole base foundation as specified in the Plans, Contract Documents.
5. The Bid item for “**Removal of Existing Sign**” shall include payment for all labor and material disposal of street sign, including the sign, post and footing as specified in the Plans and Contract Documents.
6. The Bid item for “**Modular Wetland or Equal**” shall include payment for labor, equipment, and materials as specified in the Plans and Contract Documents.
7. The Bid item for “**Water Meter Relocation**” shall include payment for labor, equipment, materials, irrigation work, and fees as specified in the Plans and Contract Documents.
8. If a Bid item has not been provided for as an item of the Work described or shown in the Contract Documents, the payment shall be included in the Contract price.

### 7-3.5.1

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

1. Unit Bid prices shall not be subject to adjustment regardless of quantity used for the following Bid items:
  - a) Stamped Colored Concrete Pavement
  - b) Root Pruning and Crown Reduction
  - c) Potholing Existing Utilities Not Shown on Plans (Depth up to 7 feet)
  - d) Root Barrier
  - e) Curb Ramp (Type A, Type A Mod)
  - f) Curb Ramp (Type C1) with Stainless Steel Detectable Warning Tiles
  - g) Curb Ramp Modified (Type A, Per [Sheet C-8]) with Detectable Warning Tiles
  - h) Angular Passageway with Detectable Warning Tiles
  - i) Curb Inlet (Type B)
  - j) Curb Inlet (Type A) and (Mod)
  - k) Storm Drain Clean Out (Type A)
  - l) #3 1/2 Pull Box
  - m) Remove and Reinstall Existing Light Pole
  - n) Removal of Existing Sign
  - o) Install New Sign and Post

- p) Relocate Fire Hydrant
  - q) Type III Meter Pedestal
  - r) Bi-Directional RRFB Crosswalk System
  - s) Adjust Existing Electrical Pull Box to Grade
  - t) Adjust Existing Water Meter to Grade
  - u) Adjust Existing Survey Monument to Grade
  - v) Adjust Existing Gate Valve Frame and Cover to Grade
  - w) Adjust Existing Manhole Frame and Cover to Grade
2. Upon discovery and prior to the Work, you shall notify the Resident Engineer if there is a change in Bid item quantity that increases the total Contract Price by 5% or \$100,000 or more, whichever is less.

**7-3.8**

**Eliminated Items.** To the "GREENBOOK", DELETE in its entirety and SUBSTITUTE with the following:

- 1. Should any Bid Items, except Bid Items listed in item 2 of this section, be eliminated in its entirety, payment will be made to the Contractor for its actual costs incurred in connection with the eliminated item prior to notification in writing from the Engineer so stating its elimination.
- 2. If eliminated in their entirety, no payment will be made for actual costs incurred in connection with the following eliminated items:
  - a) Stamped Colored Concrete Pavement
  - b) Root Pruning and Crown Reduction
  - c) Potholing Existing Utilities Not Shown on Plans (Depth up to 7 feet)
  - d) Root Barrier
  - e) Curb Ramp (Type A, Type A Mod)
  - f) Curb Ramp (Type C1) with Stainless Steel Detectable Warning Tiles
  - g) Curb Ramp Modified (Type A, Per [Sheet C-8]) with Detectable Warning Tiles
  - h) Angular Passageway with Detectable Warning Tiles
  - i) Curb Inlet (Type B)
  - j) Curb Inlet (Type A) and (Mod)
  - k) Storm Drain Clean Out (Type A)
  - l) #3 1/2 Pull Box
  - m) Remove and Reinstall Existing Light Pole
  - n) Removal of Existing Sign

- o) Install New Sign and Post
  - p) Relocate Fire Hydrant
  - q) Type III Meter Pedestal
  - r) Bi-Directional RRFB Crosswalk System
  - s) Adjust Existing Electrical Pull Box to Grade
  - t) Adjust Existing Water Meter to Grade
  - u) Adjust Existing Survey Monument to Grade
  - v) Adjust Existing Gate Valve Frame and Cover to Grade
  - w) Adjust Existing Manhole Frame and Cover to Grade
3. If material conforming to the Contract Documents is ordered for use in the eliminated items prior to the date of notification of elimination by the Engineer, and if the order for that material cannot be canceled, payment will be made to you for the actual cost of the material. In this case, the material shall become the property of the City and payment will be made to you for actual costs for any further handling. If the material is returnable, the material shall be returned and payment will be made to you for actual cost of charges made by the supplier for handling and returning the material.
4. Actual costs, as used herein, shall be computed on the basis of Extra Work

**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 300 - EARTHWORK**

**300-1.4 Payment.** To the "GREENBOOK", ADD the following:

The lump sum price paid for "**Clearing and Grubbing**" shall include full compensation for the saw-cutting, removal, protection, and disposal of any and all PCC pavement, AC pavement, Base Material, excess soil, driveway, sidewalk, curb & gutter, storm drain, storm drain structures, retaining wall, and any other materials and objects that are in conflict with the installation of the work as shown on the plans, that is not included under a separate demolition bid item.

**300-2.8 Measurements.** To the "GREENBOOK", item c, DELETE in its entirety and SUBSTITUTE with the following:

- c) Excavating unsuitable material as specified in the Contract Documents and as directed by the Engineer.

**300-2.9 Payment.** To the "GREENBOOK", DELETE in its entirety and SUBSTITUTE with the following:

1. The payment for unclassified excavation shall be included under the lump sum Bid items for or for the Contract Unit Prices except where a bid item is provided.
2. The payment for excavating and stockpiling shall be included under the lump sum Bid items or the Contract Unit Prices. Removing such selected material from the stockpile and placing it in its final position shall be included under the lump sum Bid items or for the Contract Unit Prices. The Contractor may stockpile material; however, no separate payment will be made for excavating material from an optional stockpile and placing it in its final position.
3. No separate payment will be made for excavating topsoil temporarily stockpiled along the top of slopes and placing it in its final position on the slope for erosion control planting work, whether or not required by the Contract Documents or by the Engineer.

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

**303-1.12 Payment.** To the "GREENBOOK", Paragraph (1), DELETE in its entirety and SUBSTITUTE with the following:

The payment for Gravity Retaining Wall shall be paid per Square Foot as bid item labeled "**Gravity Retaining Wall**" that is measured parallel to finish grade from top of wall to bottom of footing as specified in the plans and contract documents.

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

8. The payment for 6 inch wide monolithic retaining curb shall be paid for in linear feet under the bid item "**6 Inch Wide Monolithic Retaining Curb**" and shall include labor, materials, equipment and incidentals.
9. The payment for "**Concrete Truck Apron**" will be paid for at the contract unit price per square foot as shown in the bid schedule and shall include all saw cutting, backfill, base preparation, forms, joints, concrete, finishes, and shall include all other incidentals, labor, materials, equipment, and work items as shown in the plans, standard plans, and specifications, and as directed by the engineer and no additional compensation will be allowed therefor. No additional compensation shall be included for repairing, restoring, or replacing adjacent areas excavated or damaged for the placement of forms.

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

6. The payment for the "**Angular Passageway with DWT**" will be paid for at the contract unit price per each as shown in the bid schedule and shall include all saw cutting, backfill, base preparation, forms, joints, finishes, and detectable warning tiles as shown in standard plans and construction details and shall include all other incidentals, labor, materials, equipment, and work items. No additional compensation shall be included for repairing, restoring, or replacing adjacent areas excavated or damaged for the placement of forms.

7. Payment for detectable warning tiles shall be included in the price for angular passageway and shall be considered full compensation for casting detectable warning tiles in place, all labor, materials, including tile, tools, equipment and incidentals to accomplish the work as specified herein and no additional compensation shall be allowed.

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

Colored concrete shall be produced by Method B. The Contractor shall provide two samples of color for each color specified of a size satisfactory to the Engineer at least two weeks prior to the completion of the colored concrete work. The sample shall be inspected and approved in writing by the Engineer before proceeding with the Work.

### **SECTION 306 – OPEN TRENCH CONDUIT CONSTRUCTION**

**306-15.6.1 Hydrants.** To the "GREENBOOK", ADD the following:

The payment for relocation of existing fire hydrant assembly and new marker, fire service connection and backflow preventer shall be included in bid item "**Relocate Fire Hydrant**". This bid item include payment for all labor, material, soil excavation, pavement or hardscape demolition and disposal, equipment procurement and installation, top soil and incidentals as specified in the Plans and Contract Documents.

**306-15.6.8 Pipeline Appurtenances.** To the "WHITEBOOK", ADD the following:

The payment for adjusting and relocating water meter, box and cover and additional pipe if necessary is included in Bid item "**Adjust Existing Water Meter Box to Grade**".

### **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.

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

1. Notify SDG&E at least **30 Working Days** prior to excavating within 10 feet of SDG&E Underground High Voltage Transmission Power Lines (69 KV and higher).

**402-8 Payment.** To the "WHITEBOOK", ADD the following:

6. Potholing for existing utilities that are shown in the Contract Documents for the purpose of removal and cap of shall be included in Bid Item for "**Potholing Existing Utilities (Depth up to 7 feet)**".

## SECTION 700 – MATERIALS

**700-4.7 General.** To the “WHITEBOOK”, ADD the following:

Crosswalk enhancements, including Rectangular Rapid Flashing Beacons (RRFBs), Pedestrian Push Buttons (PPBs), pushbutton and sign posts, conduit, conductors, pull boxes, mounting hardware, controller and enclosure, and service connection shall be installed per manufacturer’s recommendations and as directed by the engineer.

Each single bar RRFB indication shall be a minimum size of approximately 7 inches wide by 3 inches high. The two RRFB indications shall be aligned horizontally, with the longer dimension of the indication horizontal, and a minimum space between the two indications of approximately 7 inches. The outside edges of the two indications, including any housing, shall not protrude beyond the outside edges of the integral signage of the RRFB. The light intensity of the RRFB’s indication shall meet the minimum specifications of the Society of Automotive Engineers (SAE) standard J595. System powered by 120 volts line voltage; converted to 24 volts DC by manufacturer designed and supplied device.

Each RRFB to be supplied with all required hardware to install assembly. All exposed hardware shall be anti-vandal. Each RRFB shall be located between the bottom of the crossing warning sign and the top of the supplemental downward diagonal arrow plaque.

RRFBs and associated controller, power supply, conduit, conductors, etc. shall be supplied by ITEM, Ltd. LaneLight or approved equivalent supplier and product.

Signs shall be installed in accordance with the Contract Documents and include footing, post, sign, and all required hardware.

Payment for each RRFB crosswalk system shall include installation of new sign poles, signs, hardware, flashing beacon, and push button. Bid item shall be paid under **“Bi-Directional RRFB Crosswalk Systems”**.

## SECTION 701 – CONSTRUCTION

**701-2 PAYMENT.** To the “WHITEBOOK”, item 5, after section “t”, ADD the following:

- u) SDG&E service connection and wires shall be included in the Bid item for **“3 Inch PVC Conduit Per SDG&E Standards”** and shall include all materials, labor, equipment and incidentals.
- v) The payment for the 3 inch (76.2 mm) PVC conduit and wires shall be included in the Bid item for **“3 Inch PVC Conduit Per City Standards”** and shall include all materials, labor, equipment and incidentals.
- w) The payment for the #3 ½ pull box shall be included in the Bid item for **“#3 ½ Pull Box”** and shall include all materials, labor, equipment and incidentals.

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

6.        The payment for the adjusting electrical pull box to grade shall be included in the Bid item for each **"Adjust Existing Electrical Pull Box to Grade"** and shall include all materials, labor, equipment and incidentals.

**SECTION 801 – INSTALLATION**

**801-7.3**            **Root Pruning for Sidewalk Replacement.** To the "WHITEBOOK", item 2, DELETE in its entirety and SUBSTITUTE with the following:

2.        Roots more than 2 inches (50.8 mm) in diameter shall be preapproved for removal by the Engineer based upon a report from a certified arborist. Roots shall be cut at the nearest node to encourage roots to grow away from the walk. Root cutting shall not impact the trunk flare. Roots shall be cleanly cut from the new walk edge. Backfill excavated areas with Class A topsoil or as directed by the Engineer to existing grade and compact sufficiently to not settle when walked upon.

**801-8**            **MEASUREMENT.** To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

1.        Landscaping and irrigation Work shall be measured as specified in the Contract Documents and as shown in the Bid.
2.        Tree Root Barrier installation and Crown Reduction shall be measured by the tree trimming, root pruning, and root barrier performed and installed for each tree in association with root barrier installations as specified in the Contract Documents or as directed by the Engineer.
3.        Tree maintenance works required as part of preparatory works shall be included under the lump sum Bid items or for the Contract Unit Prices.

**801-9**            **PAYMENT.** To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

1.        When used, Decomposed Granite (DG) shall be included under the Contract Unit Prices for this item unless a separate Bid item has been provided.
2.        When used, Class A Top Soil shall be included under the lump sum Bid items or for the Contract Unit Prices shown in the Bid unless a separate Bid item has been provided.
3.        The demolition, removal, and disposal of various types of existing hardscape in parkway areas, such as colored concrete, bricks, flagstone in the parkway or right-of-way, shall be included in the Contract Price. When required, hardscape in parkways shall be replaced with Class A Top Soil or as directed by the Engineer.

4. Payment for the Tree Root Pruning and crown reduction, including the certified arborist evaluation, excavation, weed removal, preparation, root pruning, backfilling, topsoil, and other specified in the Contract Document such as in section 801-7 shall be included under **"Root Pruning and Crown Reduction"** Bid Item.
5. Payment for the Barrier material and work, including the installment of the root barriers, and other specified in the Contract Document such as in section 801-7 shall be included under **"Root Barrier"** Bid Item.
6. Payment for tree trimming is included in the Contract Unit Bid Price for which the trimming is required, and no additional payment shall be made

### **SECTION 900 – MATERIALS**

**900-2.3 Payment.** To the "WHITEBOOK", item 3, DELETE in its entirety and SUBSTITUTE with the following:

3. The payment for furnishing materials for your connection, cut and plug, and cut-in Work shall cover all necessary materials (fittings and hardware, excluding valves and pipes), delivery, and unloading. The payment shall be included within the Bid item of the Work involved and no separate payment for furnishing those materials shall be made. The payment for furnishing valve and pipe materials for your connection, cut and plug, and cut-in Work shall be included in the separate Bid items for each valve and pipe.

### **SECTION 901 – INSTALLATION AND CONNECTION**

**901-1.1.2.2 Start-up Procedures.** To the "WHITEBOOK", item 2, subsection "j", DELETE in its entirety and SUBSTITUTE with the following:

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

**901-1.1.2.4 Preparation for Connection.** To the "WHITEBOOK", ADD the following:

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



service within the 14 Calendar Days, then bacteriological testing shall be reinitiated

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

1. Your Work for connecting to the existing system (cut-in or tie-in Work), excluding new main interconnections between various phases, shall be paid under the Bid items for the connection (cut-in or tie-in Work) and shall include the following:
  - a) Trenching, furnishing, and installing all materials and labor to complete the Work, including up to 10 feet of new water pipe
  - b) Potholing
  - c) Protecting the water main while performing the Work
  - d) Coordinating your Work with the City Forces
  - e) Coordinating with the community (community outreach)
  - f) Traffic control and construction BMPs
  - g) Pavement Restoration
2. Cut and plug Work of the existing system by you shall be paid under the Bid item for "Cut and Plug by the Contractor" and shall include coordination of Work with City Forces, any scheduling impact costs, community outreach, furnishing and installing of materials, and traffic control. Potholing and protecting the water main while performing the Work shall be included in this payment.
3. Traffic control, saw cutting the trench area, trench caps, and other spot repairs in the vicinity of the disturbed area at each restored connection shall be included in the square foot Bid item for "Pavement Restoration for Final Connection". Asphalt overlay and slurry seal Work shall be paid for under separate Bid items.
4. Interconnections between various phases of newly installed water mains shall be included in the associated pipeline bid items.

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

**1001-1 GENERAL.** To the "WHITEBOOK", ADD the following:

8. Based on a preliminary assessment by the City, this Contract is subject to **WPCP**.

#### **SECTION 1002 – PERMANENT BEST MANAGEMENT PRACTICES (BMPs)**

**ADD:**

**1002-9 WETLAND MODULAR SYSTEM.** To the "WHITEBOOK", ADD the following:

**For Wetland Modular System see Appendix N.**

**SUPPLEMENTARY SPECIAL PROVISIONS**

**APPENDICES**

**APPENDIX A**  
**NOTICE OF EXEMPTION**

## NOTICE OF EXEMPTION

(Check one or both)

TO:  Recorder/County Clerk  
P.O. Box 1750, MS A-33  
1600 Pacific Hwy, Room 260  
San Diego, CA 92101-2400

FROM: City of San Diego  
Public Works Department  
525 B Street, Suite 750, MS 908A  
San Diego, CA 92101

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

**Project Name:** Engineering Services: Foothill Boulevard  
and Loring Street Roundabout

**WBS No.:** B-18008.02.06

**Project Location-Specific:** Intersection of Foothill Boulevard and Loring Street within the Pacific Beach  
Community Planning Area (Council District 2).

**Project Location-City/County:** San Diego/San Diego

**Description of nature and purpose of the Project:** This action consists of awarding an engineering services  
contract, including geotechnical investigation, for the design associated with this project. Geotechnical  
investigations will provide recommendations for design and construction phases of the project.

**Name of Public Agency Approving Project:** City of San Diego

**Name of Person or Agency Carrying Out Project:** City of San Diego Public Works  
Contact: Jerry Jakubauskas, Senior Planner  
Phone: 619-533-3755  
525 B Street, San Diego, CA 92101

Exempt Status: (CHECK ONE)

- Ministerial (Sec. 21080(b)(1); 15268);
- Declared Emergency (Sec. 21080(b)(3); 15269(a));
- Emergency Project (Sec. 21080(b)(4); 15269 (b)(c))
- Categorical Exemption
- Statutory Exemption: 15262 (Feasibility and Planning Studies)

Reasons why project is exempt: The City of San Diego conducted an environmental review which determined  
that the project meets the statutory exemption criteria set forth in CEQA State Guidelines, Section 15262  
(Feasibility and Planning Studies) in order to approve this engineering services contract only (which includes  
ground disturbing activities related to geotechnical investigation).

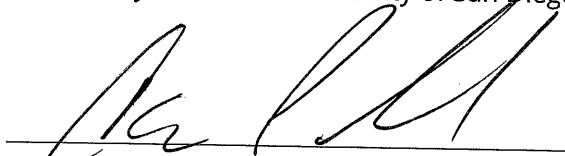
Lead Agency Contact Person: Jerry Jakubauskas

Telephone: (619) 533-3755

If filed by applicant:

1. Attach certified document of exemption finding.
2. Has a notice of exemption been filed by the public agency approving the project?  Yes  No

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

  
\_\_\_\_\_  
Carrie Purcell, Assistant Deputy Director

May 30, 2019  
Date

Check One:

- Signed By Lead Agency
- Signed by Applicant

Date Received for Filing with County Clerk or OPR:

**APPENDIX B**  
**FIRE HYDRANT METER PROGRAM**

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

1. **PURPOSE**

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

2. **AUTHORITY**

2.1 All authorities and references shall be current versions and revisions.

2.2 San Diego Municipal Code (NC) Chapter VI, Article 7, Sections 67.14 and 67.15

2.3 Code of Federal Regulations, Safe Drinking Water Act of 1986

2.4 California Code of Regulations, Titles 17 and 22

2.5 California State Penal Code, Section 498B.0

2.6 State of California Water Code, Section 110, 500-6, and 520-23

2.7 Water Department Director

**Reference**

2.8 State of California Guidance Manual for Cross Connection Programs

2.9 American Water Works Association Manual M-14, Recommended Practice for Backflow Prevention

2.10 American Water Works Association Standards for Water Meters

2.11 U.S.C. Foundation for Cross Connection Control and Hydraulic Research Manual

3. **DEFINITIONS**

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

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

4. **POLICY**

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



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

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

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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.

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

7. **FEE AND DEPOSIT SCHEDULES**

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

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

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

8.1 Use of water from any fire hydrant without a properly issued and installed fire hydrant meter is theft of City property. Customers who use water for unauthorized purposes or without a City of San Diego issued meter will be prosecuted.

8.2 If any unauthorized connection, disconnection or relocation of a fire hydrant meter, or other connection device is made by anyone other than authorized Water Department personnel, the person making the connection will be prosecuted for a violation of San Diego Municipal Code, Section 67.15. In the case of a second offense, the customer's fire hydrant meter shall be confiscated and/or the deposit will be forfeited.

8.3 Unauthorized water use shall be billed to the responsible party. Water use charges shall be based on meter readings, or estimates when meter readings are not available.

8.4 In case of unauthorized water use, the customer shall be billed for all applicable charges as if proper authorization for the water use had been obtained, including but not limited to bi-monthly service charges, installation charges and removal charges.

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

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

**Water Department Director**

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

#### APPENDIX

**Administering Division:** Customer Support Division

**Subject Index:** Construction Meters  
Fire Hydrant  
Fire Hydrant Meter Program  
Meters, Floating or Vehicle Mounted  
Mobile Meter  
Program, Fire Hydrant Meter

**Distribution:** DI Manual Holders





# Application for Fire Hydrant Meter (EXHIBIT A)

(For Office Use Only)

NS REQ	FAC#
DATE	BY

METER SHOP (619) 527-7449

## Meter Information

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

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

## Company Information

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

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

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

**WATER USES WITHOUT ANTICIPATED CHARGES FOR RETURN TO SEWER**

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

**Note:**

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

Date

Name of Responsible Party  
Company Name and Address  
Account Number: \_\_\_\_\_

Subject:           Discontinuation of Fire Hydrant Meter Service

Dear Water Department Customer:

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

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

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

Sincerely,

Water Department

## **APPENDIX C**

### **MATERIALS TYPICALLY ACCEPTED BY CERTIFICATE OF COMPLIANCE**

## **MATERIALS TYPICALLY ACCEPTED BY CERTIFICATE OF COMPLIANCE**

1. Soil amendment
2. Fiber mulch
3. PVC or PE pipe up to 16 inch diameter
4. Stabilizing emulsion
5. Lime
6. Preformed elastomeric joint seal
7. Plain and fabric reinforced elastomeric bearing pads
8. Steel reinforced elastomeric bearing pads
9. 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. Epoxy

**APPENDIX D**

**SAMPLE CITY INVOICE WITH CASH FLOW FORECAST**



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

## Construction Cash Flow Forecast

"Sewer and Water Group Job 965 (W)"

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

SAMPLE REFERENCE



**APPENDIX E**  
**LOCATION MAP**

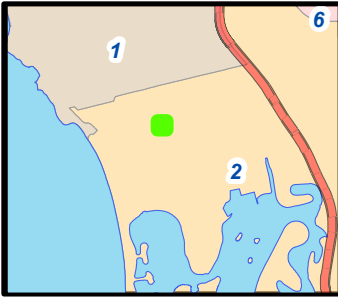
**FOOTHILL BLVD AND LORING ST ROUNDABOUT**

SENIOR ENGINEER  
RONAK REKANI  
(619) 236-6251

PROJECT MANAGER  
NENAD DAMNJANOVIC  
(619) 235-1999

PROJECT ENGINEER  
CARLOS GALAVIZ  
(619) 533-4662

FOR QUESTIONS ABOUT THIS PROJECT  
Call: (619) 533-4207  
Email: [engineering@sandiego.gov](mailto:engineering@sandiego.gov)



**Legend**

- Proposed\_Curb\_Ramp
- Street\_Improvements



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**APPENDIX F**  
**ADJACENT PROJECTS MAP**



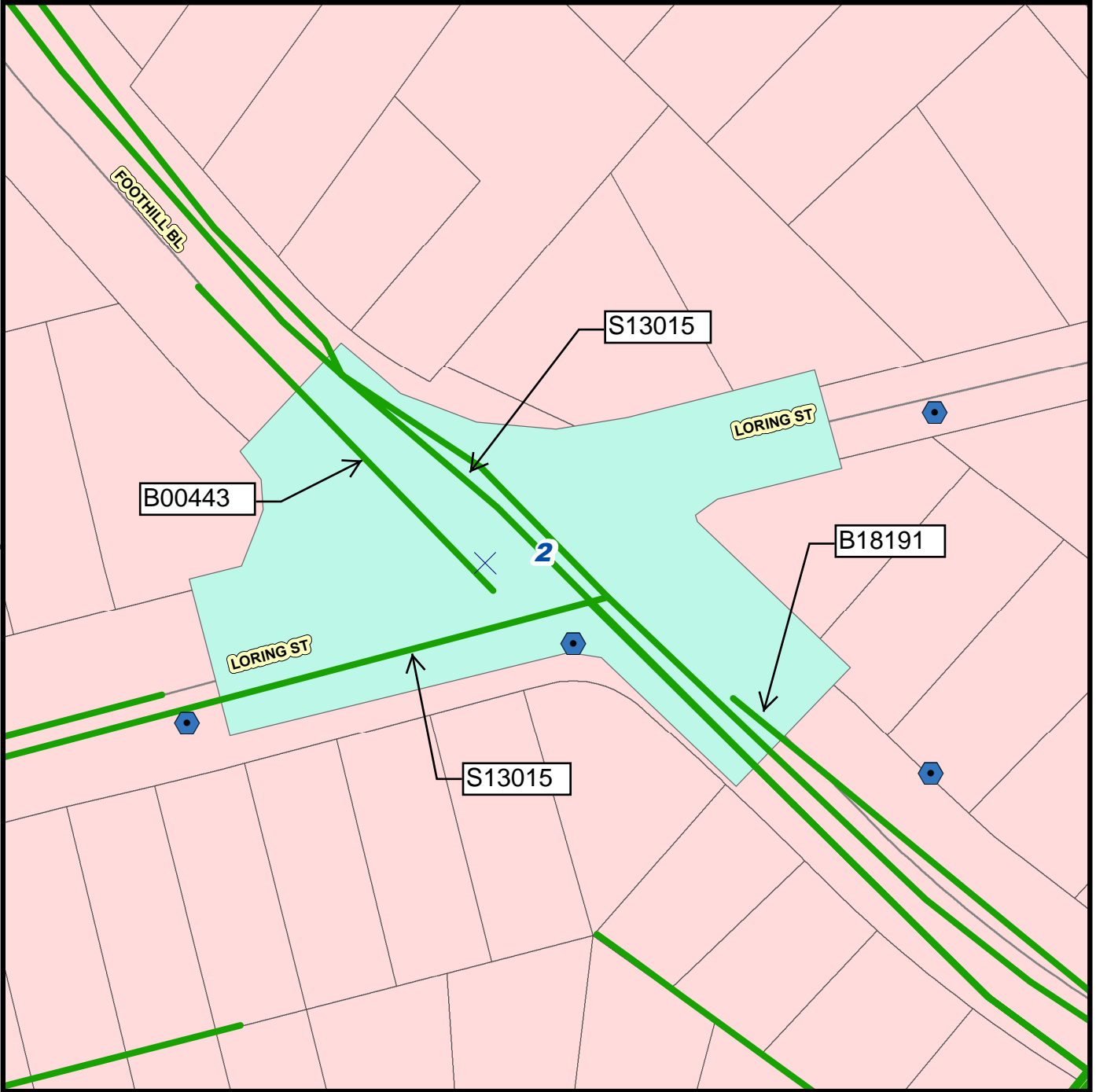
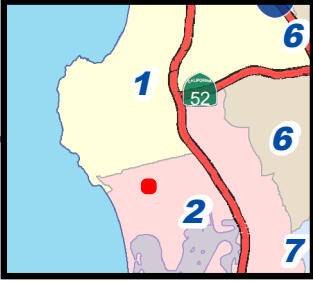
## FOOTHILL BLVD & LORING ST ROUNDABOUT

SENIOR ENGINEER  
RONAK REKANI  
(619) 236-6251


PROJECT MANAGER  
NENAD DAMNJANOVIC  
(619) 235-1999


PROJECT ENGINEER  
CARLOS GALAVIZ  
(619) 533-4662

FOR QUESTIONS ABOUT THIS PROJECT  
Call: 619-533-4207  
Email: [engineering@sandiego.gov](mailto:engineering@sandiego.gov)



### Legend

 S13015/B00443/B18191

 FOOTHILL BLVD & LORING ST ROUNDABOUT



PACIFIC BEACH 1 SL SERIES CIRCUIT CONV



**APPENDIX G**

**CONTRACTOR'S DAILY QUALITY CONTROL INSPECTION REPORT**

**Appendix G**

City of San Diego  
Asphalt Concrete Overlay

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

Project Title: \_\_\_\_\_ Date: \_\_\_\_\_

Locations: 1. \_\_\_\_\_  
2. \_\_\_\_\_  
3. \_\_\_\_\_

Asphalt Mix Specification: Attached Supplier: \_\_\_\_\_

Dig out Locations: 1. \_\_\_\_\_  
2. \_\_\_\_\_  
3. \_\_\_\_\_

Tack Coat Application Rate @ Locations:  
1. \_\_\_\_\_  
2. \_\_\_\_\_  
3. \_\_\_\_\_

Asphalt Temperature at Placement @ Locations:  
1. \_\_\_\_\_  
2. \_\_\_\_\_  
3. \_\_\_\_\_

Asphalt Depth @Locations:  
1. \_\_\_\_\_  
2. \_\_\_\_\_  
3. \_\_\_\_\_

Compaction Test Result @Locations:  
1. \_\_\_\_\_  
2. \_\_\_\_\_  
3. \_\_\_\_\_

Location and nature of defects:

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

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

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

Date's City Laboratory representative was present:

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

Verified the following:

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

Initials:

- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

Deviations from QCP \_\_\_\_\_ (see attached)

Quality Control Plan Administrator's Signature:

Date Signed:

\_\_\_\_\_

\_\_\_\_\_

**APPENDIX H**  
**POTHOLE REPORT AND SUPPLEMENTAL REPORT**



PREPARED BY:



UTILITY SURVEYORS, INC.

AIRX Project #: X200137  
Project Name: Loring and Foothill Roundabout  
Utility Locating and Potholing Area:  
Foothill Blvd  
San Diego, CA 92109

# POTHOLING REPORT





## TABLE OF CONTENTS

1. Description of Pothole Procedures and Site-Specific Details
2. Manhole Project Map(s)
3. Manhole Location Map(s)
4. Manhole Tabulation Report



# Description of Pothole Procedures and Site Specific Details



## DESCRIPTION OF POTHOLE PROCEDURES

AIRX Utility Surveyors performs a full range of specialized engineering services including Underground Utility Location and Vacuum Excavation (to verify depth and alignment of underground utilities).

Underground Utility Location employs sophisticated electronic locating devices to trace the route of an underground utility; then the route is marked on the surface with marking paint in paved areas, or with 60 penny nails and feathers in unpaved areas.

Vacuum excavation employs a vacuum truck in conjunction with high-pressure air or water to excavate material and expose an underground utility. A 10 to 12-inch diameter hole is first cored or chiseled through the pavement so that the vacuum hose and high-pressure air or water hose can be inserted.

Utilities found during potholing are located on the surface by placing two reference points (typically 36" apart) on either side of the pothole along the centerline (or edge) of the utility, using paving nails or 60 penny nails as appropriate. Depth measurements (to the nearest ½ inch) are taken midway between the two reference points. Utility alignment, depth, and other data is marked with pink paint (on pavement), or on wood lath (unpaved areas).

## SITE SPECIFIC DETAILS

AIRX was contracted by Parsons to dip a manhole at Foothill Blvd, San Diego, California. A total of 1 manhole was dipped to establish conflicts and connection points on a variety of utilities. The results of the data are contained in the attached spreadsheet and data sheet.

All discovery went without any incident. Any changes and adjustments are mentioned in the Manhole Tabulation Report and the Manhole Data Sheet. All the results were annotated on the ground and in this report. It is AIRX's recommendation that all pothole locations and the active mark out should be surveyed to aid in the adjustment of utilities on the final plan and profile.

At the manhole location, the flow line was marked with pink paint. All field work was performed on April 22, 2020.



# Manhole Project Map(s)



MANHOLE PROJECT MAP: Loring and Foothill Roundabout



MANHOLE LOCATION MAP 1

PROJECT LOCATIONS ARE APPROXIMATE



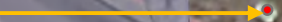


# Manhole Location Map(s)

MANHOLE LOCATION MAP 1: Loring and Foothill Roundabout



Manhole-1



POTHOLE LOCATIONS ARE APPROXIMATE







# Manhole Tabulation Report







# Manhole Data Sheets





## RECORD OF TEST HOLE DATA

UTILITY SURVEYORS, INC.

AIRX JOB NO:	X200137
TEST HOLE NO:	Manhole 1
DATE EXCAVATED:	4/22/2020

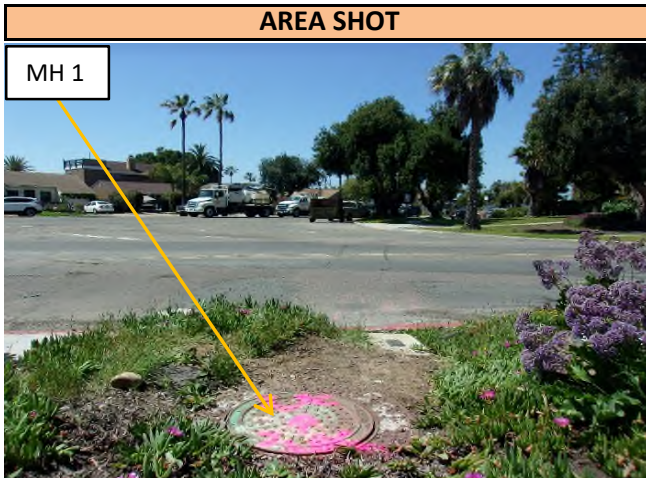
	UTILITY TYPE	SIZE & MATERIAL	UTILITY DEPTH	ENCASEMENT TOP	ENCASEMENT BOTTOM	FLOW LINE
1	Sanitary Sewer	8.0" PVC	76.0" T/P	N/A	N/A	East to West
2	Sanitary Sewer	6.0" PVC	74.0" T/P	N/A	N/A	East to West
3						
4						

	APPROXIMATE STATION	NORTHING COORDINATES	EASTING COORDINATES	GROUND ELEVATION	UTILITY ELEVATION
1	N/A	N/A	N/A	N/A	N/A
2	N/A	N/A	N/A	N/A	N/A
3					
4					

PAVEMENT THICKNESS: N/A ASPHALT: N/A CONCRETE: N/A BASE COURSE: N/A

TARGET UTILITY MARKED BY USA:	N/A	TRACER WIRE FOUND:	No
MARKOUT LOCATION CORRECT:	N/A	PIPE COVER MATERIAL:	N/A
UTILITY SHOWN ON PLAN:	Yes	OVERBURDEN MATERIAL:	N/A

**COMMENTS:**



Manhole 1 is located east of Foothill Blvd. Please refer to Location Map 1 for the approximate location of Manhole 1. The photo above was taken in front of Manhole 1 facing west.



A downhole view of the utilities found in Manhole1 and their orientation at the pothole location: an 8 inch PVC sanitary sewer utility at the depth of 76 inches T/P; and a 6 inch PVC sanitary sewer utility at the depth of 74 inches T/P. Flow line is east to west.

PREPARED BY:



UTILITY SURVEYORS, INC.

AIRX Project #: X200137

Project Name: TO7 Loring and Foothill Roundabout

Utility Locating and Potholing Area:  
Foothill Blvd & Loring St  
San Diego, CA 92109

# POTHOLING REPORT





## TABLE OF CONTENTS

1. Description of Pothole Procedures and Site-Specific Details
2. Pothole Project Map(s)
3. Pothole Location Map(s)
4. Pothole Tabulation Report
5. Pothole Data Sheet(s)
6. Permit(s)



# Description of Pothole Procedures and Site Specific Details





## DESCRIPTION OF POTHOLE PROCEDURES

AIRX Utility Surveyors performs a full range of specialized engineering services including Underground Utility Location and Vacuum Excavation (to verify depth and alignment of underground utilities).

Underground Utility Location employs sophisticated electronic locating devices to trace the route of an underground utility; then the route is marked on the surface with marking paint in paved areas, or with 60 penny nails and feathers in unpaved areas.

Vacuum excavation employs a vacuum truck in conjunction with high-pressure air or water to excavate material and expose an underground utility. A 10 to 12-inch diameter hole is first cored or chiseled through the pavement so that the vacuum hose and high-pressure air or water hose can be inserted.

Utilities found during potholing are located on the surface by placing two reference points (typically 36" apart) on either side of the pothole along the centerline (or edge) of the utility, using paving nails or 60 penny nails as appropriate. Depth measurements (to the nearest ½ inch) are taken midway between the two reference points. Utility alignment, depth, and other data is marked with pink paint (on pavement), or on wood lath (unpaved areas).

## SITE SPECIFIC DETAILS

AIRX was contracted by Parsons to perform utility locating and potholing services at Foothill Blvd & Loring St, San Diego, California. A total of 14 potholes were excavated to establish conflicts and connection points on a variety of utilities. The results of the data are contained in the attached spreadsheet and data sheets.

In preparation of these excavations, AIRX marked out the dig locations and called in for USA (Underground Service Alert). All traffic control plans and permits were drawn and applied for by AIRX and all traffic control was set up by AIRX.

All the excavations and discovery went without any incident. Any changes and adjustments are mentioned in the Pothole Tabulation Report and the Pothole Data Sheets. All the results were annotated on the ground and in this report. It is AIRX's recommendation that all pothole locations and the active mark out should be surveyed to aid in the adjustment of utilities on the final plan and profile.

At each pothole location, the utility alignment was marked with pink paint. AIRX used potable water acquired offsite for excavation and all water and material vacuumed was disposed of off-site. No water was allowed to flow into storm drains or natural drainages. The potholes were covered with clean backfill material and compacted to 95% density in 3" lifts. The pavement was patched with an equal thickness of replacement asphalt. All field work was performed between March 25, 2020 and March 30, 2020.





# Pothole Project Map(s)



# POTHOLE PROJECT MAP: T07 Loring and Foothill Roundabout



POTHOLE LOCATION MAP 1

PROJECT LOCATIONS ARE APPROXIMATE



POTHOLE PROJECT MAP

1





# Pothole Location Map(s)



# POTHOLE LOCATION MAP 1: TO7 Loring and Foothill Roundabout



PH-3

PH-2

PH-1

PH-4

PH-9

PH-8

PH-10

PH-11

PH-13

PH-12

PH-5

PH-7

PH-15

PH-14

POTHOLE LOCATIONS ARE APPROXIMATE







# Pothole Tabulation Report

# POTHOLE TABULATION REPORT: TO7 Loring and Foothill Roundabout

Pothole Number	Date	Street	Pavement Thickness	Utility Type	Utility Size & Material	Soil Type	Depth-Ground to Top of Utility	Depth-Ground to Top of Encasement	Depth-Ground to Bottom of Encasement	Utility Orientation	Pothole Project Area Map #	Pothole Location Map #	Description & Location	Notes
1	3/30/2020	Foothill Blvd	Asphalt - 13.0" Concrete - N/A Base - N/A Total - 13.0"	Water	C900	Subgrade	46.5" T/P	N/A	N/A	NW/SE	1	1	Pothole 1 is located in the NW-bound lane of Foothill Blvd approximately 125 feet NW of the intersection with Loring St.	Pothole is located on a visible trench line. Pipe was too wide to measure. Potholes 1 & 2 are adjacent.
2	3/30/2020	Foothill Blvd	Asphalt - 6.0" Concrete - 7.0" Base - N/A Total - 13.0"	Water (Not Found)	N/A	Subgrade	N/A	N/A	N/A	N/A	1	1	Pothole 2 is located in the NW-bound lane of Foothill Blvd approximately 125 feet NW of the intersection with Loring St.	Excavated to 111 inches deep and 36 inches wide. No utilities were found. Potholes 1 & 2 are adjacent.
3	3/30/2020	Foothill Blvd	Asphalt - 16.0" Concrete - N/A Base - N/A Total - 16.0"	Sanitary Sewer	SDR-35	Subgrade	97.0" T/P	N/A	N/A	NW/SE	1	1	Pothole 3 is located in the SE-bound lane of Foothill Blvd approximately 125 feet NW of the intersection with Loring St.	Unable to measure the pipe diameter due to the gravel caving in.
4	3/30/2020	Foothill Blvd	Asphalt - 14.0" Concrete - N/A Base - N/A Total - 14.0"	Water	1.0" Copper	Subgrade	32.5" T/P	N/A	N/A	NE/SW	1	1	Pothole 4 is located in the intersection of Foothill Blvd and Loring St. Please refer to Location Map 1 for the approximate location of Pothole 4.	
4	3/30/2020	Foothill Blvd	Asphalt - 14.0" Concrete - N/A Base - N/A Total - 14.0"	Sanitary Sewer	SDR-35	Subgrade	71.0" T/P	N/A	N/A	NE/SW	1	1	Pothole 4 is located in the intersection of Foothill Blvd and Loring St. Please refer to Location Map 1 for the approximate location of Pothole 4.	Unable to measure the SDR-35 diameter due to gravel caving in.
5	3/27/2020	Foothill Blvd	Asphalt - 16.0" Concrete - N/A Base - N/A Total - 16.0"	Sanitary Sewer	SDR-35	Subgrade	85.0" T/P	N/A	N/A	NNW/SSE	1	1	Pothole 5 is located in the intersection of Foothill Blvd and Loring St. Please refer to Location Map 1 for the approximate location of Pothole 5.	Unable to measure the SDR-35 diameter due to gravel caving in.
7	3/27/2020	Foothill Blvd	Asphalt - 15.0" Concrete - N/A Base - N/A Total - 15.0"	Sanitary Sewer	SDR-35	Subgrade	99.5" T/P	N/A	N/A	WSW/ENE	1	1	Pothole 7 is located in the ENE-bound lane of Loring St approximately 60 feet WSW of the intersection with Foothill Blvd.	Utility was marked out by AirX. Unable to get the SDR-35 diameter due to gravel caving in. Excavated 59 inches deep.
8	3/25/2020	Loring St	Asphalt - N/A Concrete - 7.0" Base - N/A Total - 7.0"	Water	6.0" ACP	Sand	36.0" T/P	N/A	N/A	NE/SW	1	1	Pothole 8 is located in the NE-bound lane of Loring St approximately 160 NE feet of the intersection with Foothill Blvd.	Excavated 44 inches deep. Potholes 8 & 9 are adjacent.
9	3/26/2020	Loring St	Asphalt - N/A Concrete - 6.0" Base - N/A Total - 6.0"	Sanitary Sewer	SDR-35	Subgrade/ Cobble	81.0" T/P	N/A	N/A	NE/SW	1	1	Pothole 8 is located in the NE-bound lane of Loring St approximately 160 NE feet of the intersection with Foothill Blvd.	Potholes 8 & 9 are adjacent. Unable to get the SDR-35 diameter due to gravel caving in.
10	3/26/2020	Loring St	Asphalt - N/A Concrete - 7.0" Base - N/A Total - 7.0"	Water	1.0" Copper	Subgrade/ Cobble	14.0" T/P	N/A	N/A	NW/SE	1	1	Pothole 10 is located in the SW-bound lane of Loring St approximately 80 feet NE of the intersection with Foothill Blvd.	
10	3/26/2020	Loring St	Asphalt - N/A Concrete - 7.0" Base - N/A Total - 7.0"	Sanitary Sewer	SDR-35	Subgrade/ Cobble	74.5" T/P	N/A	N/A	NE/SW	1	1	Pothole 10 is located in the SW-bound lane of Loring St approximately 80 feet NE of the intersection with Foothill Blvd.	Unable to get the SDR-35 diameter due to gravel caving in.
11	3/25/2020	Loring St	Asphalt - 2.0" Concrete - 5.0" Base - N/A Total - 7.0"	Water	6.0" ACP	Sand	31.0" T/P	N/A	N/A	NE/SW	1	1	Pothole 11 is located in the intersection of Foothill Blvd and Loring St. Please refer to Location Map 1 for the approximate location of Pothole 11.	Excavated 44 inches deep.
12	3/25/2020	Loring St	Asphalt - 4.0" Concrete - N/A Base - N/A Total - 4.0"	Water (Not Found)	N/A	Subgrade	N/A	N/A	N/A	N/A	1	1	Pothole 12 is located in the intersection of Foothill Blvd and Loring St. Please refer to Location Map 1 for the approximate location of Pothole 12.	Excavated 24 inches deep and 36 inches wide. No utilities were found. Concrete was found at 14 inches T/Concrete. Stopped excavating through the concrete since the methods were unsafe for the target ACP water utility. Edge of concrete was on the west edge of the pothole.
13	3/25/2020	Loring St	Asphalt - 28.0" Concrete - N/A Base - N/A Total - 28.0"	Water	C900	Subgrade	44.0" T/P	N/A	N/A	NW/SE	1	1	Pothole 13 is located in the intersection of Foothill Blvd and Loring St. Please refer to Location Map 1 for the approximate location of Pothole 13.	Excavated 77 inches deep. Unable to measure the C900 diameter due to gravel caving in.



POTHOLE TABULATION REPORT

# POTHOLE TABULATION REPORT: TO7 Loring and Foothill Roundabout

Pothole Number	Date	Street	Pavement Thickness	Utility Type	Utility Size & Material	Soil Type	Depth-Ground to Top of Utility	Depth-Ground to Top of Encasement	Depth-Ground to Bottom of Encasement	Utility Orientation	Pothole Project Area Map #	Pothole Location Map #	Description & Location	Notes
13	3/25/2020	Loring St	Asphalt - 28.0" Concrete - N/A Base - N/A Total - 28.0"	Sanitary Sewer	SDR-35	Subgrade	71.5" T/P	N/A	N/A	NE/SW	1	1	Pothole 13 is located in the intersection of Foothill Blvd and Loring St. Please refer to Location Map 1 for the approximate location of Pothole 13.	Unable to measure the SDR-35 diameter due to gravel caving in.
14	3/26/2020	Loring St	Asphalt - 1.5" Concrete - 6.0" Base - N/A Total - 7.5"	Storm Drain	Concrete	Subgrade/ Cobble	78.0" T/P	N/A	N/A	WNW/ESE	1	1	Pothole 14 is located in the intersection of Foothill Blvd and Loring St. Please refer to Location Map 1 for the approximate location of Pothole 14.	Utility was marked out by AirX. Utility is too large to measure.
15	3/26/2020	Loring St	Asphalt - 1.5" Concrete - 7.0" Base - N/A Total - 8.5"	Storm Drain	Concrete	Subgrade/ Cobble	49.0" T/P	N/A	N/A	WSW/ESE	1	1	Pothole 15 is located in the ENE-bound lane of Loring St approximately 35 feet WSW of the intersection with Foothill Blvd.	Utility is too large to measure. Utility was marked out by AirX.





# Pothole Data Sheet(s)





## RECORD OF TEST HOLE DATA

UTILITY SURVEYORS, INC.

AIRX JOB NO:	X200137
TEST HOLE NO:	1
DATE EXCAVATED:	3/30/2020

	UTILITY TYPE	SIZE & MATERIAL	UTILITY DEPTH	ENCASEMENT TOP	ENCASEMENT BOTTOM	UTILITY DIRECTION
1	Water	C900	46.5" T/P	N/A	N/A	NW/SE
2						
3						
4						

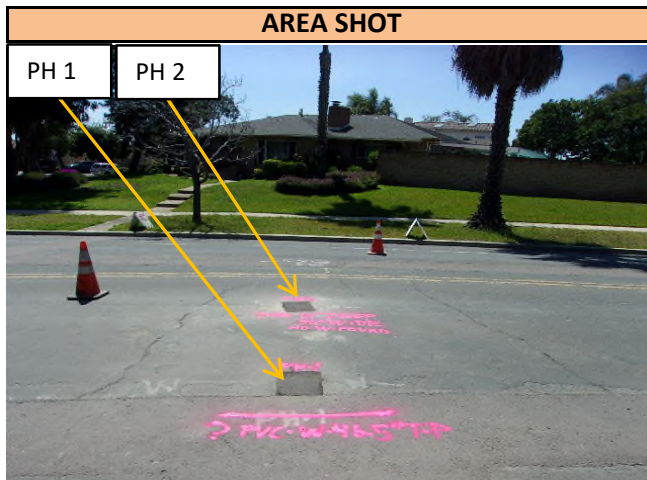
	APPROXIMATE STATION	NORTHING COORDINATES	EASTING COORDINATES	GROUND ELEVATION	UTILITY ELEVATION
1	N/A	N/A	N/A	N/A	N/A
2					
3					
4					

**PAVEMENT THICKNESS:** N/A      **ASPHALT:** 13.0"      **CONCRETE:** N/A      **BASE COURSE:** N/A

TARGET UTILITY MARKED BY USA:	Yes	TRACER WIRE FOUND:	No
MARKOUT LOCATION CORRECT:	Yes	PIPE COVER MATERIAL:	Subgrade
UTILITY SHOWN ON PLAN:	Yes	OVERBURDEN MATERIAL:	Subgrade

**COMMENTS:**

Pothole is located on a visible trench line. Pipe was too wide to measure. Potholes 1 & 2 are adjacent.



Pothole 1 is located in the NW-bound lane of Foothill Blvd approximately 125 feet NW of the intersection with Loring St. The photo above was taken in front of Pothole 1 & 2 facing SW.



A downhole view of the C900 water utility found in Pothole 1 at the depth of 46.5 inches T/P. Utility runs in a NW/SE direction at the pothole location and was found directly on markout.



## RECORD OF TEST HOLE DATA

UTILITY SURVEYORS, INC.

AIRX JOB NO:	X200137
TEST HOLE NO:	2
DATE EXCAVATED:	3/30/2020

	UTILITY TYPE	SIZE & MATERIAL	UTILITY DEPTH	ENCASEMENT TOP	ENCASEMENT BOTTOM	UTILITY DIRECTION
1	Water (Not Found)	N/A	N/A	N/A	N/A	N/A
2						
3						
4						

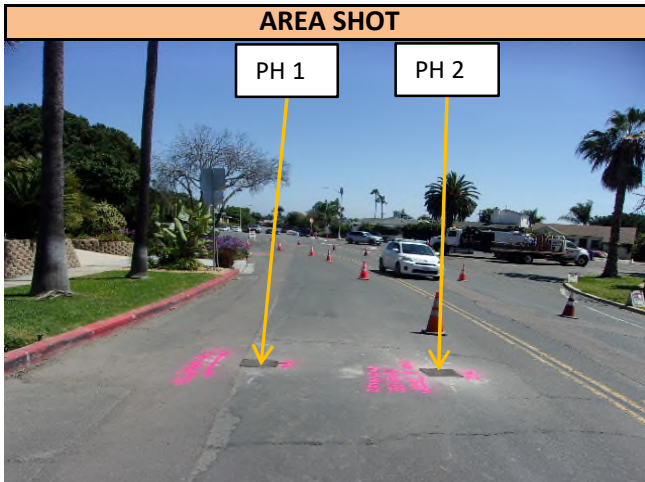
	APPROXIMATE STATION	NORTHING COORDINATES	EASTING COORDINATES	GROUND ELEVATION	UTILITY ELEVATION
1	N/A	N/A	N/A	N/A	N/A
2					
3					
4					

**PAVEMENT THICKNESS:**                      N/A                      ASPHALT: 6.0"                      CONCRETE: 7.0"                      BASE COURSE: N/A

TARGET UTILITY MARKED BY USA:	Yes	TRACER WIRE FOUND:	No
MARKOUT LOCATION CORRECT:	No	PIPE COVER MATERIAL:	N/A
UTILITY SHOWN ON PLAN:	Yes	OVERBURDEN MATERIAL:	Subgrade

**COMMENTS:**

Potholes 1 & 2 are adjacent.



Pothole 2 is located in the NW-bound lane of Foothill Blvd approximately 125 feet NW of the intersection with Loring St. The photo above was taken in front of Pothole 1 & 2 facing SE.



A downhole view of the excavation to 111 inches deep and 36 inches wide. No utilities were found.



## RECORD OF TEST HOLE DATA

UTILITY SURVEYORS, INC.

AIRX JOB NO:	X200137
TEST HOLE NO:	3
DATE EXCAVATED:	3/30/1930

	UTILITY TYPE	SIZE & MATERIAL	UTILITY DEPTH	ENCASEMENT TOP	ENCASEMENT BOTTOM	UTILITY DIRECTION
1	Sanitary Sewer	SDR-35	97.0" T/P	N/A	N/A	NW/SE
2						
3						
4						

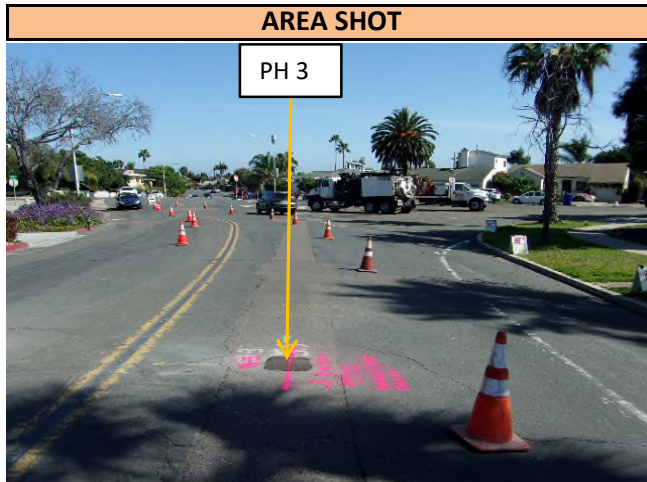
	APPROXIMATE STATION	NORTHING COORDINATES	EASTING COORDINATES	GROUND ELEVATION	UTILITY ELEVATION
1	N/A	N/A	N/A	N/A	N/A
2					
3					
4					

**PAVEMENT THICKNESS:** N/A      **ASPHALT:** 16.0"      **CONCRETE:** N/A      **BASE COURSE:** N/A

TARGET UTILITY MARKED BY USA:	Yes	TRACER WIRE FOUND:	No
MARKOUT LOCATION CORRECT:	Yes	PIPE COVER MATERIAL:	Gravel
UTILITY SHOWN ON PLAN:	Yes	OVERBURDEN MATERIAL:	Subgrade

**COMMENTS:**

Unable to measure the pipe diameter due to the gravel caving in.



Pothole 3 is located in the SE-bound lane of Foothill Blvd approximately 125 feet NW of the intersection with Loring St. The photo above was taken in front of Pothole 3 facing SE.



A downhole view of the SDR-35 sanitary sewer utility found in Pothole 3 at the depth of 97 inches T/P. Utility runs in a NW/SE direction at the pothole location and was found directly on markout.



## RECORD OF TEST HOLE DATA

UTILITY SURVEYORS, INC.

AIRX JOB NO:	X200137
TEST HOLE NO:	4
DATE EXCAVATED:	3/30/2020

	UTILITY TYPE	SIZE & MATERIAL	UTILITY DEPTH	ENCASEMENT TOP	ENCASEMENT BOTTOM	UTILITY DIRECTION
1	Water	1.0" Copper	32.5" T/P	N/A	N/A	NE/SW
2	Sanitary Sewer	SDR-35	71.0" T/P	N/A	N/A	NE/SW
3						
4						

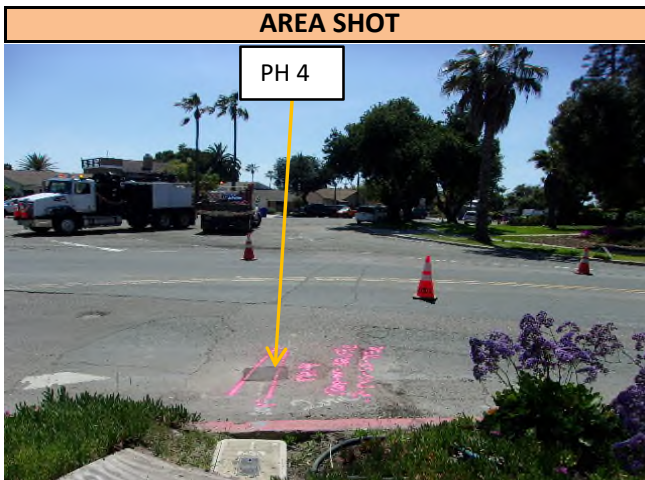
	APPROXIMATE STATION	NORTHING COORDINATES	EASTING COORDINATES	GROUND ELEVATION	UTILITY ELEVATION
1	N/A	N/A	N/A	N/A	N/A
2	N/A	N/A	N/A	N/A	N/A
3					
4					

PAVEMENT THICKNESS: N/A ASPHALT: 14.0" CONCRETE: N/A BASE COURSE: N/A

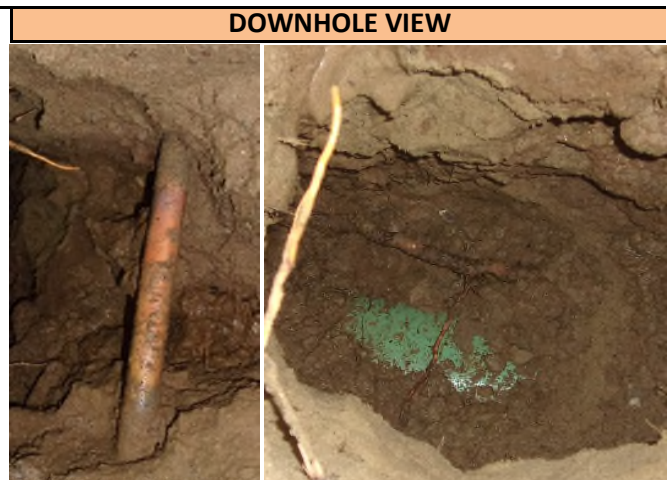
TARGET UTILITY MARKED BY USA:	Yes	TRACER WIRE FOUND:	No
MARKOUT LOCATION CORRECT:	Yes	PIPE COVER MATERIAL:	Sand/Gravel
UTILITY SHOWN ON PLAN:	Yes	OVERBURDEN MATERIAL:	Subgrade

### COMMENTS:

Unable to measure the SDR-35 diameter due to gravel caving in.



Pothole 4 is located in the intersection of Foothill Blvd and Loring St. Please refer to Location Map 1 for the approximate location of Pothole 4. The photo above was taken in front of Pothole 4 facing SW.



A downhole view of the utilities found in Pothole 4 and their orientation at the pothole location: a 1 inch copper water utility at the depth of 32.5 inches T/P and runs in a NE/SW direction; and a SDR-35 sanitary sewer utility at the depth of 71 inches T/P and runs in a NE/SW direction. Utilities were found directly on markout.





## RECORD OF TEST HOLE DATA

UTILITY SURVEYORS, INC.

AIRX JOB NO:	X200137
TEST HOLE NO:	5
DATE EXCAVATED:	3/27/2020

	UTILITY TYPE	SIZE & MATERIAL	UTILITY DEPTH	ENCASEMENT TOP	ENCASEMENT BOTTOM	UTILITY DIRECTION
1	Sanitary Sewer	SDR-35	85.0" T/P	N/A	N/A	NNW/SSE
2						
3						
4						

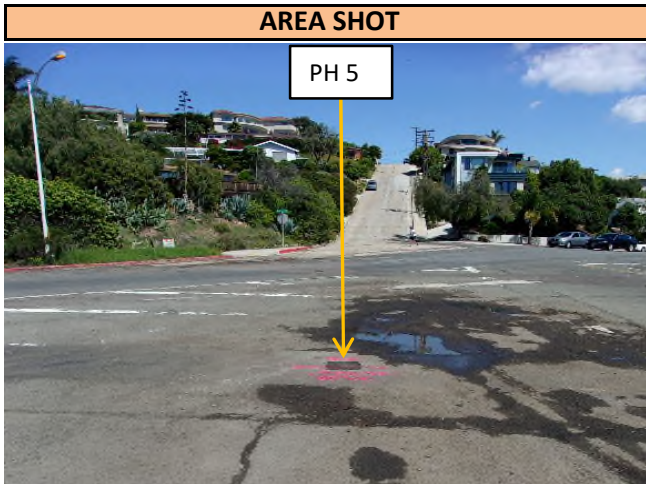
	APPROXIMATE STATION	NORTHING COORDINATES	EASTING COORDINATES	GROUND ELEVATION	UTILITY ELEVATION
1	N/A	N/A	N/A	N/A	N/A
2					
3					
4					

**PAVEMENT THICKNESS:** N/A      **ASPHALT:** 16.0"      **CONCRETE:** N/A      **BASE COURSE:** N/A

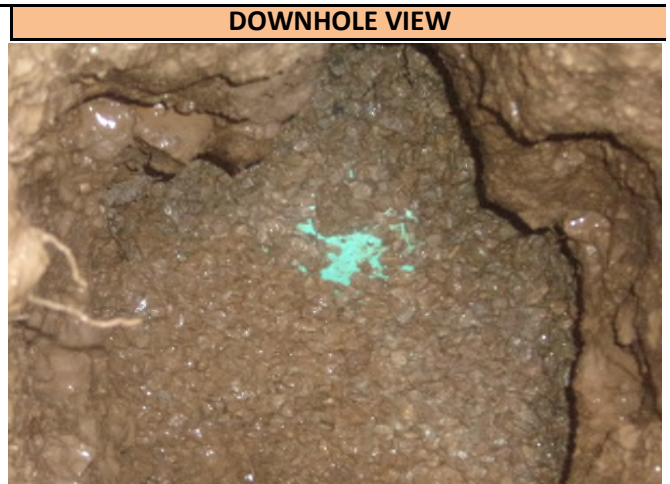
TARGET UTILITY MARKED BY USA:	Yes	TRACER WIRE FOUND:	No
MARKOUT LOCATION CORRECT:	Yes	PIPE COVER MATERIAL:	Gravel
UTILITY SHOWN ON PLAN:	Yes	OVERBURDEN MATERIAL:	Subgrade

**COMMENTS:**

Unable to measure the SDR-35 diameter due to gravel caving in.



Pothole 5 is located in the intersection of Foothill Blvd and Loring St. Please refer to Location Map 1 for the approximate location of Pothole 5. The photo above was taken in front of Pothole 5 facing ENE.



A downhole view of the SDR-35 sanitary sewer utility found in Pothole 5 at the depth of 85 inches T/P. Utility runs in a NNW/SSE direction at the pothole location and was found directly on markout.



## RECORD OF TEST HOLE DATA

UTILITY SURVEYORS, INC.

AIRX JOB NO:	X200137
TEST HOLE NO:	7
DATE EXCAVATED:	3/27/2020

	UTILITY TYPE	SIZE & MATERIAL	UTILITY DEPTH	ENCASEMENT TOP	ENCASEMENT BOTTOM	UTILITY DIRECTION
1	Sanitary Sewer	SDR-35	99.5" T/P	N/A	N/A	WSW/ENE
2						
3						
4						

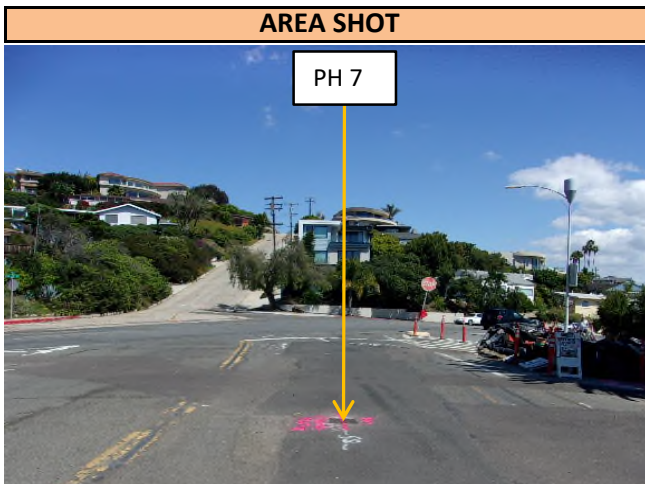
	APPROXIMATE STATION	NORTHING COORDINATES	EASTING COORDINATES	GROUND ELEVATION	UTILITY ELEVATION
1	N/A	N/A	N/A	N/A	N/A
2					
3					
4					

**PAVEMENT THICKNESS:** N/A      **ASPHALT:** 15.0"      **CONCRETE:** N/A      **BASE COURSE:** N/A

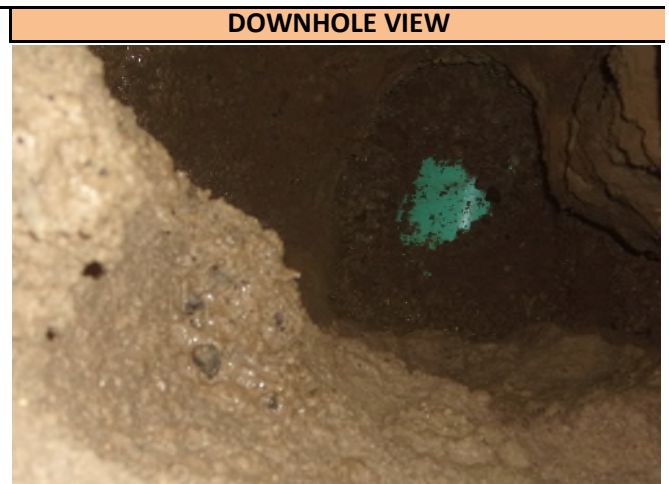
TARGET UTILITY MARKED BY USA:	No	TRACER WIRE FOUND:	No
MARKOUT LOCATION CORRECT:	Yes	PIPE COVER MATERIAL:	Gravel
UTILITY SHOWN ON PLAN:	Yes	OVERBURDEN MATERIAL:	Subgrade

**COMMENTS:**

Utility was marked out by AirX. Excavated 59 inches deep.



Pothole 7 is located in the ENE-bound lane of Loring St approximately 60 feet WSW of the intersection with Foothill Blvd. The photo above was taken in front of Pothole 7 facing ENE.



A downhole view of the SDR-35 sanitary sewer utility found in Pothole 7 at the depth of 49 inches T/P. Utility runs in a WSW/ENE direction at the pothole location and was found directly on markout.



## RECORD OF TEST HOLE DATA

UTILITY SURVEYORS, INC.

AIRX JOB NO:	X200137
TEST HOLE NO:	8
DATE EXCAVATED:	3/25/2020

	UTILITY TYPE	SIZE & MATERIAL	UTILITY DEPTH	ENCASEMENT TOP	ENCASEMENT BOTTOM	UTILITY DIRECTION
1	Water	6.0" ACP	36.0" T/P	N/A	N/A	NE/SW
2						
3						
4						

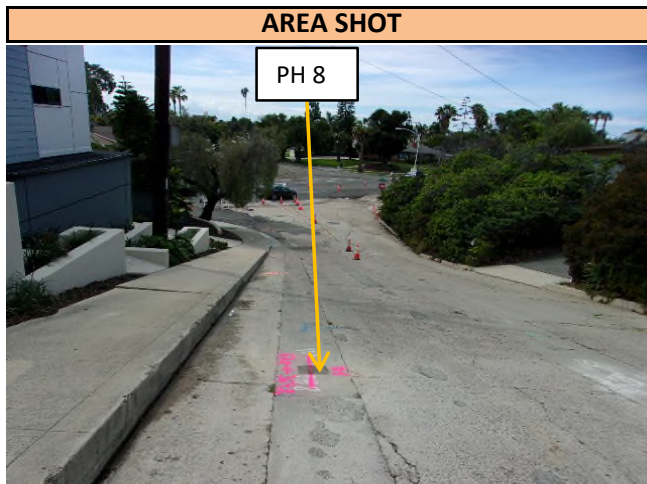
	APPROXIMATE STATION	NORTHING COORDINATES	EASTING COORDINATES	GROUND ELEVATION	UTILITY ELEVATION
1	N/A	N/A	N/A	N/A	N/A
2					
3					
4					

**PAVEMENT THICKNESS:** N/A      **ASPHALT:** N/A      **CONCRETE:** 7.0"      **BASE COURSE:** N/A

TARGET UTILITY MARKED BY USA:	Yes	TRACER WIRE FOUND:	No
MARKOUT LOCATION CORRECT:	Yes	PIPE COVER MATERIAL:	Sand
UTILITY SHOWN ON PLAN:	Yes	OVERBURDEN MATERIAL:	Sand

**COMMENTS:**

Excavated 44 inches deep. Potholes 8 & 9 are adjacent.



Pothole 8 is located in the NE-bound lane of Loring St approximately 160 feet NE of the intersection with Foothill Blvd. The photo above was taken in front of Pothole 8 facing SW.



A downhole view of the 6 inch ACP water utility found in Pothole 8 at the depth of 36 inches T/P. Utility runs in a NE/SW direction at the pothole location and was found directly on markout.



## RECORD OF TEST HOLE DATA

UTILITY SURVEYORS, INC.

AIRX JOB NO:	X200137
TEST HOLE NO:	9
DATE EXCAVATED:	3/26/2020

	UTILITY TYPE	SIZE & MATERIAL	UTILITY DEPTH	ENCASEMENT TOP	ENCASEMENT BOTTOM	UTILITY DIRECTION
1	Sanitary Sewer	SDR-35	81.0"	N/A	N/A	NE/SW
2						
3						
4						

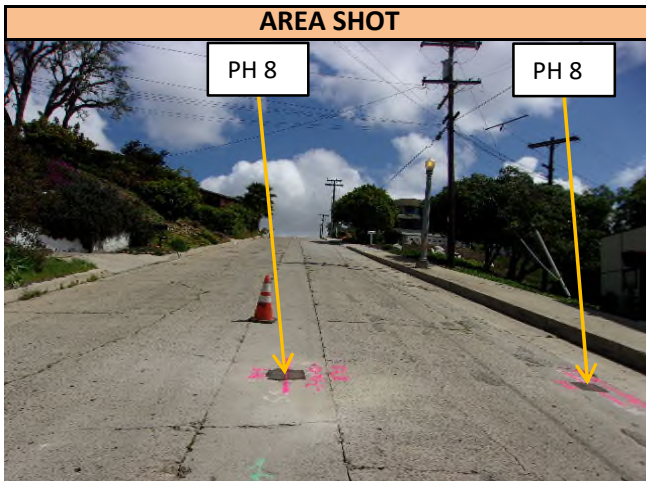
	APPROXIMATE STATION	NORTHING COORDINATES	EASTING COORDINATES	GROUND ELEVATION	UTILITY ELEVATION
1	N/A	N/A	N/A	N/A	N/A
2					
3					
4					

**PAVEMENT THICKNESS:** N/A      **ASPHALT:** N/A      **CONCRETE:** 6.0"      **BASE COURSE:** N/A

TARGET UTILITY MARKED BY USA:	<b>Yes</b>	TRACER WIRE FOUND:	<b>No</b>
MARKOUT LOCATION CORRECT:	<b>Yes</b>	PIPE COVER MATERIAL:	<b>Gravel</b>
UTILITY SHOWN ON PLAN:	<b>Yes</b>	OVERBURDEN MATERIAL:	<b>Subgrade/ Cobble</b>

**COMMENTS:**

Potholes 8 & 9 are adjacent. Unable to get the SDR-35 diameter due to gravel caving in.



Pothole 9 is located in the NE-bound lane of Loring St approximately 160 feet NE of the intersection with Foothill Blvd. The photo above was taken in front of Pothole 9 facing NE.

A downhole view of the SDR-35 sanitary sewer utility found in Pothole 9 at the depth of 81 inches T/P. Utility runs in a NE/SW direction at the pothole location and was found directly on markout.





## RECORD OF TEST HOLE DATA

UTILITY SURVEYORS, INC.

AIRX JOB NO:	X200137
TEST HOLE NO:	10
DATE EXCAVATED:	3/26/2020

	UTILITY TYPE	SIZE & MATERIAL	UTILITY DEPTH	ENCASEMENT TOP	ENCASEMENT BOTTOM	UTILITY DIRECTION
1	Water	1.0" Copper	14.0" T/P	N/A	N/A	NW/SE
2	Sanitary Sewer	SDR-35	74.5" T/P	N/A	N/A	NE/SW
3						
4						

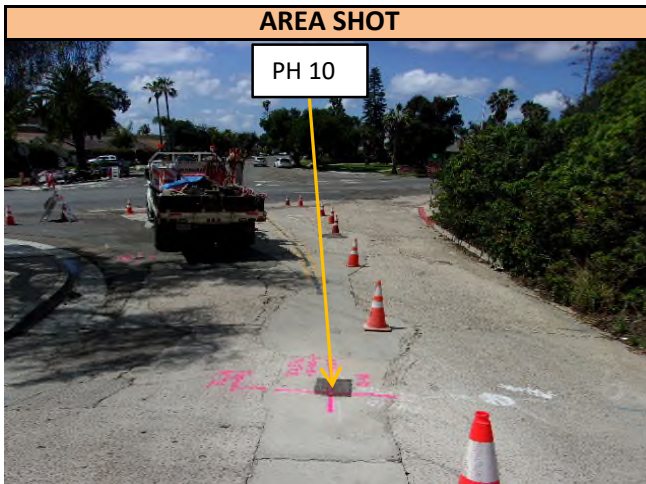
	APPROXIMATE STATION	NORTHING COORDINATES	EASTING COORDINATES	GROUND ELEVATION	UTILITY ELEVATION
1	N/A	N/A	N/A	N/A	N/A
2	N/A	N/A	N/A	N/A	N/A
3					
4					

**PAVEMENT THICKNESS:** N/A      **ASPHALT:** N/A      **CONCRETE:** 7.0"      **BASE COURSE:** N/A

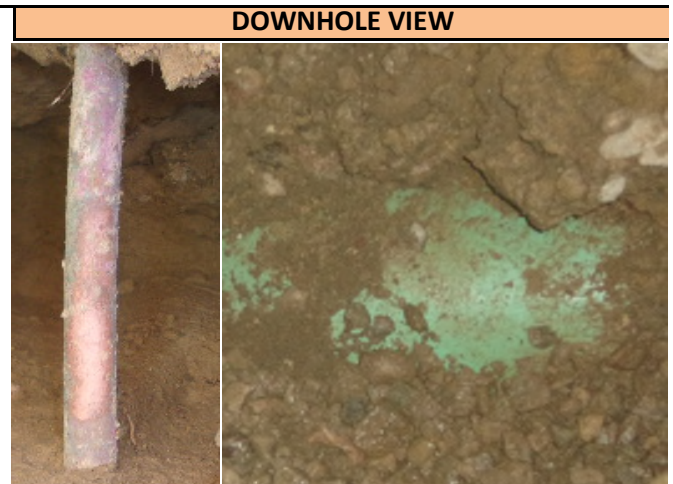
TARGET UTILITY MARKED BY USA:	Yes	TRACER WIRE FOUND:	No
MARKOUT LOCATION CORRECT:	Yes	PIPE COVER MATERIAL:	Sand/Gravel
UTILITY SHOWN ON PLAN:	Yes	OVERBURDEN MATERIAL:	Subgrade/Cobble

**COMMENTS:**

Unable to measure the SDR-35 diameter due to gravel caving in.



Pothole 10 is located in the SW-bound lane of Loring St approximately 80 feet NE of the intersection with Foothill Blvd. The photo above was taken in front of Pothole 10 facing SW.



A downhole view of the utilities found in Pothole 10 and their orientation at the pothole location: a 1 inch copper water utility at the depth of 14 inches T/P and runs in a NW/SE direction; and a SDR-35 sanitary sewer utility at the depth of 74.5 inches T/P and runs in a NE/SW direction. Utilities were found directly on markout.



## RECORD OF TEST HOLE DATA

UTILITY SURVEYORS, INC.

AIRX JOB NO:	X200137
TEST HOLE NO:	11
DATE EXCAVATED:	3/25/2020

	UTILITY TYPE	SIZE & MATERIAL	UTILITY DEPTH	ENCASEMENT TOP	ENCASEMENT BOTTOM	UTILITY DIRECTION
1	Water	6.0" ACP	31.0" T/P	N/A	N/A	NE/SW
2						
3						
4						

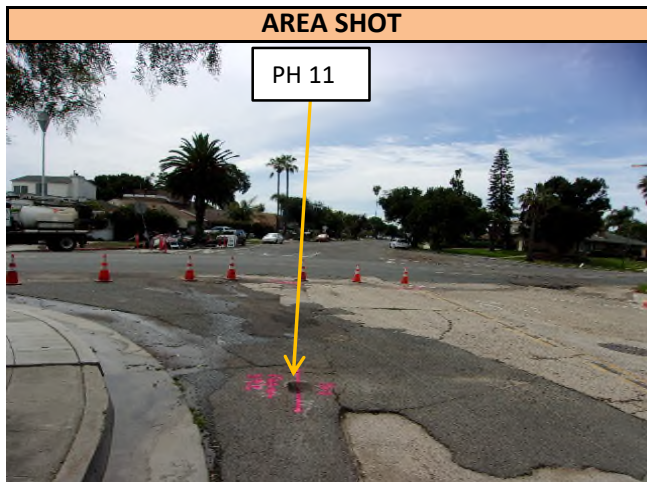
	APPROXIMATE STATION	NORTHING COORDINATES	EASTING COORDINATES	GROUND ELEVATION	UTILITY ELEVATION
1	N/A	N/A	N/A	N/A	N/A
2					
3					
4					

**PAVEMENT THICKNESS:**                      N/A                      ASPHALT: 2.0"                      CONCRETE: 5.0"                      BASE COURSE: N/A

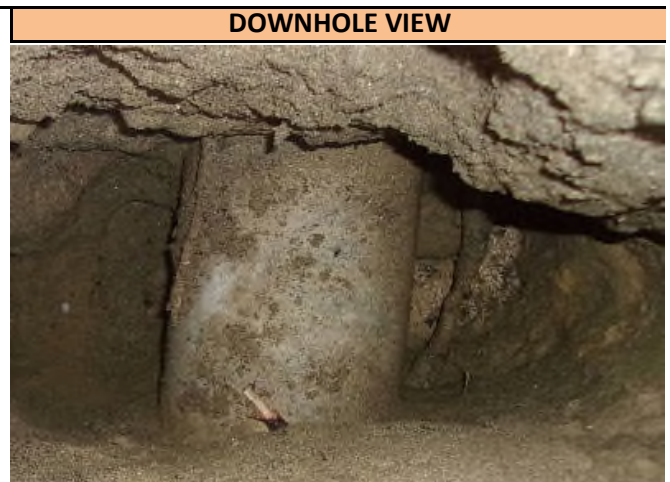
TARGET UTILITY MARKED BY USA:	Yes	TRACER WIRE FOUND:	No
MARKOUT LOCATION CORRECT:	Yes	PIPE COVER MATERIAL:	Sand
UTILITY SHOWN ON PLAN:	Yes	OVERBURDEN MATERIAL:	Sand

**COMMENTS:**

Excavated 44 inches deep.



Pothole 11 is located in the intersection of Foothill Blvd and Loring St. Please refer to Location Map 1 for the approximate location of Pothole 11. The photo above was taken in front of Pothole 11 facing SW.



A downhole view of the 6 inch ACP water utility found in Pothole 11 at the depth of 31 inches T/P. Utility runs in a NE/SW direction at the pothole location and was found directly on markout.



## RECORD OF TEST HOLE DATA

UTILITY SURVEYORS, INC.

AIRX JOB NO:	X200137
TEST HOLE NO:	12
DATE EXCAVATED:	3/25/2020

	UTILITY TYPE	SIZE & MATERIAL	UTILITY DEPTH	ENCASEMENT TOP	ENCASEMENT BOTTOM	UTILITY DIRECTION
1	Water (Not Found)	N/A	N/A	N/A	N/A	N/A
2						
3						
4						

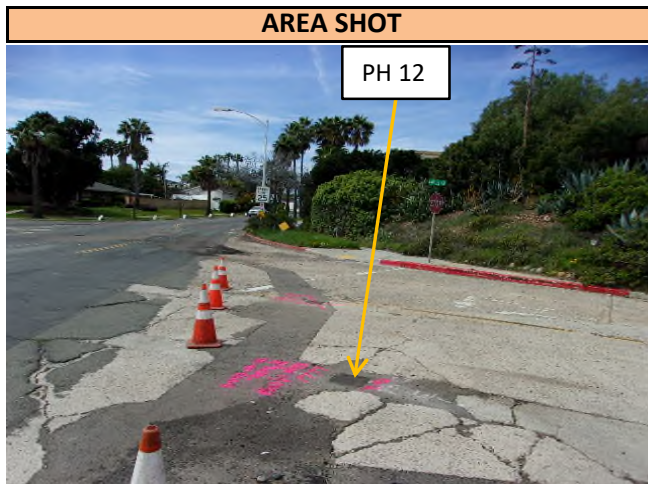
	APPROXIMATE STATION	NORTHING COORDINATES	EASTING COORDINATES	GROUND ELEVATION	UTILITY ELEVATION
1	N/A	N/A	N/A	N/A	N/A
2					
3					
4					

**PAVEMENT THICKNESS:** N/A      **ASPHALT:** 4.0"      **CONCRETE:** N/A      **BASE COURSE:** N/A

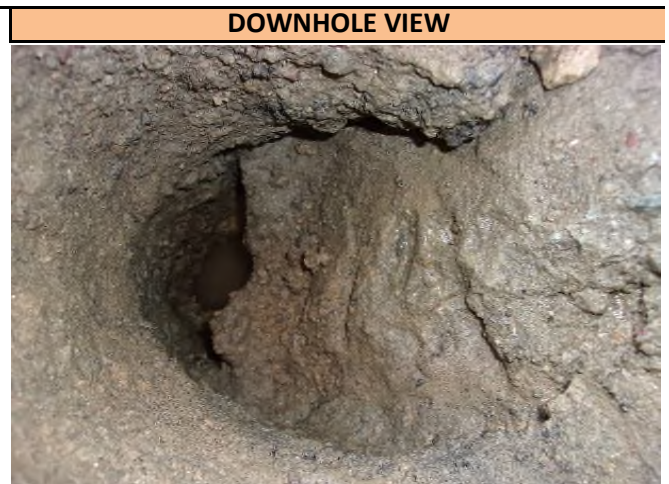
TARGET UTILITY MARKED BY USA:	Yes	TRACER WIRE FOUND:	No
MARKOUT LOCATION CORRECT:	No	PIPE COVER MATERIAL:	N/A
UTILITY SHOWN ON PLAN:	Yes	OVERBURDEN MATERIAL:	Subgrade

**COMMENTS:**

Concrete was found at 14 inches T/Concrete. Stopped excavating through the concrete since the methods were unsafe for the target ACP water utility. Edge of concrete was on the west edge of the pothole.



Pothole 12 is located in the intersection of Foothill Blvd and Loring St. Please refer to Location Map 1 for the approximate location of Pothole 12. The photo above was taken in front of Pothole 12 facing NW.



A downhole view of the excavation to 24 inches deep and 36 inches wide. No utilities were found.





## RECORD OF TEST HOLE DATA

UTILITY SURVEYORS, INC.

AIRX JOB NO:	X200137
TEST HOLE NO:	13
DATE EXCAVATED:	3/25/2020

	UTILITY TYPE	SIZE & MATERIAL	UTILITY DEPTH	ENCASEMENT TOP	ENCASEMENT BOTTOM	UTILITY DIRECTION
1	Water	C900	44.0" T/P	N/A	N/A	NW/SE
2	Sanitary Sewer	SDR-35	71.5" T/P	N/A	N/A	NE/SW
3						
4						

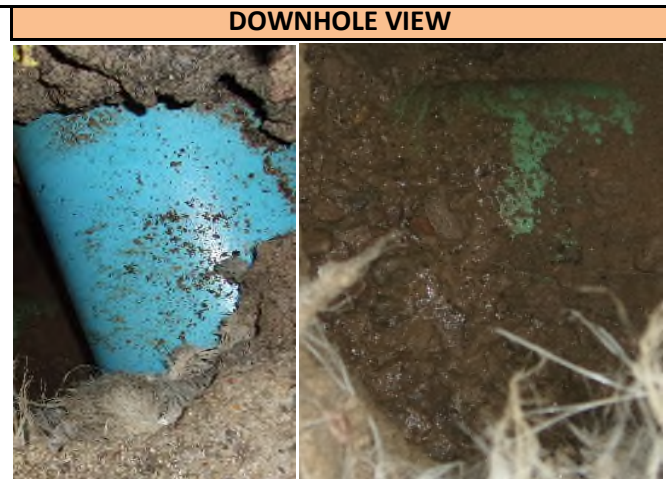
	APPROXIMATE STATION	NORTHING COORDINATES	EASTING COORDINATES	GROUND ELEVATION	UTILITY ELEVATION
1	N/A	N/A	N/A	N/A	N/A
2	N/A	N/A	N/A	N/A	N/A
3					
4					

**PAVEMENT THICKNESS:** N/A      **ASPHALT:** 28.0"      **CONCRETE:** N/A      **BASE COURSE:** N/A

TARGET UTILITY MARKED BY USA:	Yes	TRACER WIRE FOUND:	No
MARKOUT LOCATION CORRECT:	Yes	PIPE COVER MATERIAL:	Subgrade/Gravel
UTILITY SHOWN ON PLAN:	Yes	OVERBURDEN MATERIAL:	Subgrade

**COMMENTS:**

Excavated 77 inches deep. Unable to measure the SDR-35 & C900 diameter due to gravel caving in.



Pothole 13 is located in the intersection of Foothill Blvd and Loring St. Please refer to Location Map 1 for the approximate location of Pothole 13. The photo above was taken in front of Pothole 13 facing SW.

A downhole view of the utilities found in Pothole 13 and their orientation at the pothole location: a C900 water utility at the depth of 44 inches T/P and runs in a NW/SE direction; and a SDR-35 sanitary sewer utility at the depth of 71.5 inches T/P and runs in a NE/SW direction. Utilities were found directly on markout.



## RECORD OF TEST HOLE DATA

UTILITY SURVEYORS, INC.

AIRX JOB NO:	X200137
TEST HOLE NO:	14
DATE EXCAVATED:	3/26/2020

	UTILITY TYPE	SIZE & MATERIAL	UTILITY DEPTH	ENCASEMENT TOP	ENCASEMENT BOTTOM	UTILITY DIRECTION
1	Storm Drain	Concrete	78.0" T/P	N/A	N/A	WNW/ESE
2						
3						
4						

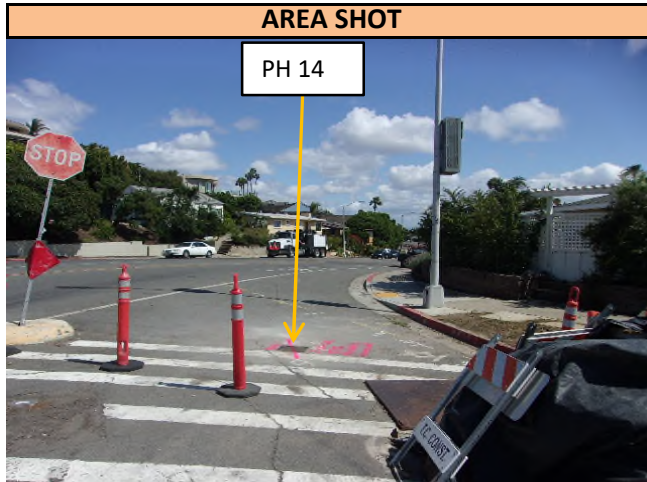
	APPROXIMATE STATION	NORTHING COORDINATES	EASTING COORDINATES	GROUND ELEVATION	UTILITY ELEVATION
1	N/A	N/A	N/A	N/A	N/A
2					
3					
4					

**PAVEMENT THICKNESS:**                      N/A                      ASPHALT: 1.5"                      CONCRETE: 6.0"                      BASE COURSE: N/A

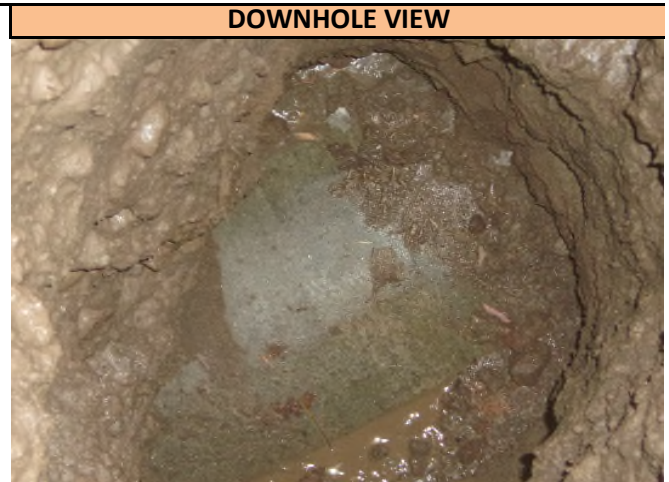
TARGET UTILITY MARKED BY USA:	No	TRACER WIRE FOUND:	No
MARKOUT LOCATION CORRECT:	Yes	PIPE COVER MATERIAL:	Sand
UTILITY SHOWN ON PLAN:	Yes	OVERBURDEN MATERIAL:	Subgrade/ Cobble

**COMMENTS:**

Utility was marked out by AirX. Utility is too large to measure.



Pothole 14 is located in the intersection of Foothill Blvd and Loring St. Please refer to Location Map 1 for the approximate location of Pothole 14. The photo above was taken in front of Pothole 14 facing ESE.



A downhole view of the concrete storm drain utility found in Pothole 14 at the depth of 78 inches T/P. Utility runs in a WNW/ESE direction at the pothole location and was found directly on markout.



## RECORD OF TEST HOLE DATA

UTILITY SURVEYORS, INC.

AIRX JOB NO:	X200137
TEST HOLE NO:	15
DATE EXCAVATED:	3/27/2020

	UTILITY TYPE	SIZE & MATERIAL	UTILITY DEPTH	ENCASEMENT TOP	ENCASEMENT BOTTOM	UTILITY DIRECTION
1	Storm Drain	Concrete	49.0" T/P	N/A	N/A	WSW/ENE
2						
3						
4						

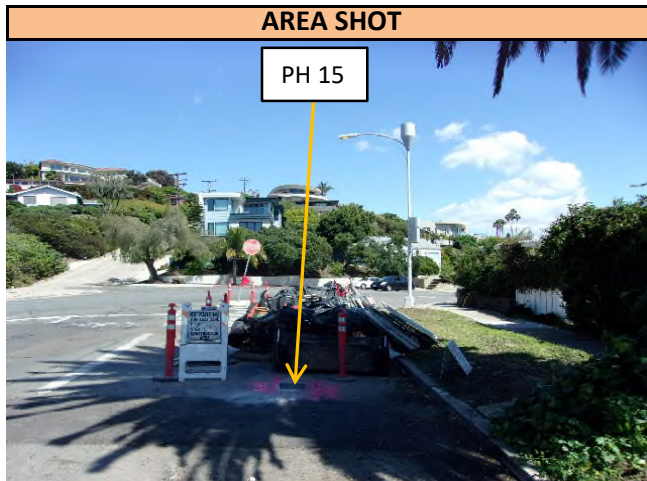
	APPROXIMATE STATION	NORTHING COORDINATES	EASTING COORDINATES	GROUND ELEVATION	UTILITY ELEVATION
1	N/A	N/A	N/A	N/A	N/A
2					
3					
4					

**PAVEMENT THICKNESS:**                      N/A                      ASPHALT: 1.5"                      CONCRETE: 7.0"                      BASE COURSE: N/A

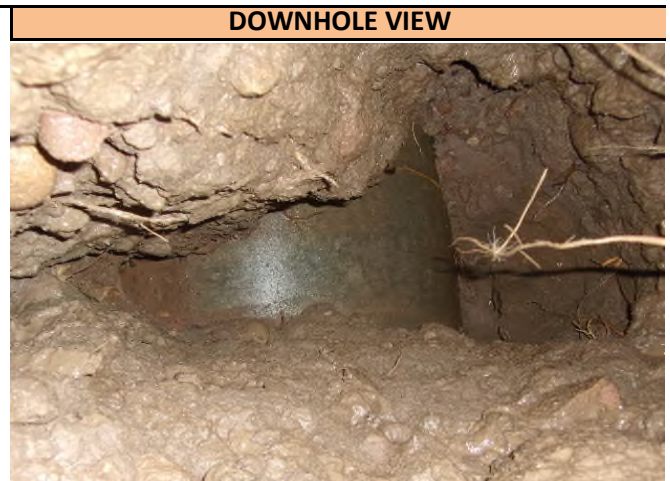
TARGET UTILITY MARKED BY USA:	<b>No</b>	TRACER WIRE FOUND:	<b>No</b>
MARKOUT LOCATION CORRECT:	<b>Yes</b>	PIPE COVER MATERIAL:	<b>Subgrade</b>
UTILITY SHOWN ON PLAN:	<b>Yes</b>	OVERBURDEN MATERIAL:	<b>Subgrade/ Cobble</b>

**COMMENTS:**

Utility is too large to measure. Utility was marked out by AirX.



Pothole 15 is located in the ENE-bound lane of Loring St approximately 35 feet WSW of the intersection with Foothill Blvd. The photo above was taken in front of Pothole 15 facing ENE.



A downhole view of the concrete storm drain utility found in Pothole 15 at the depth of 49 inches T/P. Utility runs in a WSW/ENE direction at the pothole location and was found directly on markout.



# Permit(s)





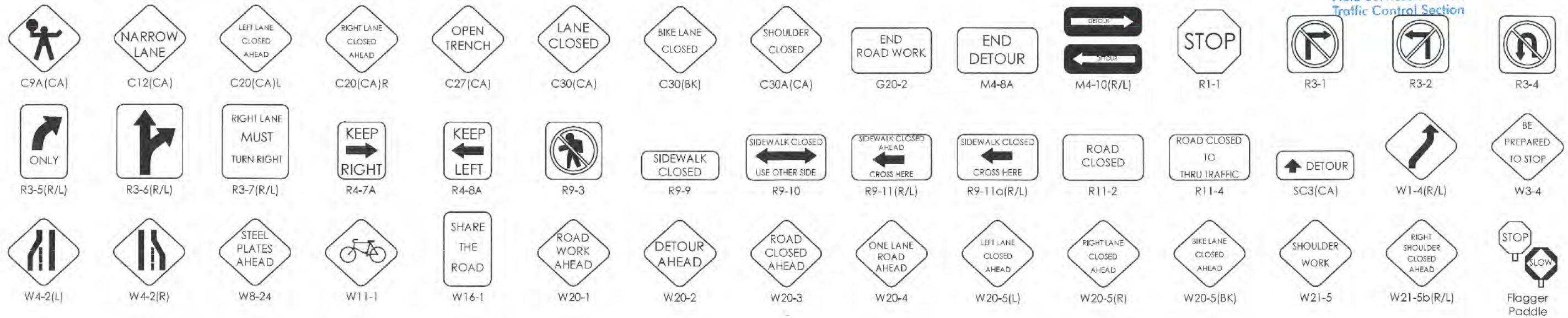


# APPROVED TRAFFIC CONTROL PERMIT

MAR 23 2020

CITY OF SAN DIEGO  
Engineering & Capital Projects  
Construction Management &  
Field Services Division  
Traffic Control Section

### SIGN LEGEND

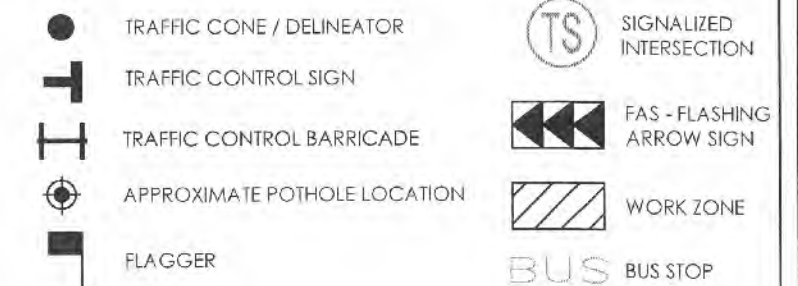


WATCH - Work Area Traffic Control Handbook / California MUTCD

Minimum Recommended Channelizing Device and Sign Spacing

### LEGEND

APPROACH SPEED (MPH)	MINIMUM DISTANCE (FEET) BETWEEN SIGNS AND FROM LAST SIGN TO TAPER	MINIMUM TAPER LENGTHS (L) (FEET) FOR 12-FOOT LANE			BUFFER LENGTH (FEET)	MAX CONE SPACING		
		L	1/2L	1/3L		TAPER	TANGENT	CONFLICT
25	100	125	63	42	158	25	50	12
30	250	180	90	60	205	30	60	15
35	250	245	123	82	257	35	70	17
40	250	320	160	107	315	40	80	20
45	350	540	270	180	378	45	90	22
50	350	600	300	200	446	50	100	25
55	500	660	330	220	520	50	100	25



UTILITY SURVEYORS, INC.



**Gail McMorran**  
President

2534 EAST EL NORTE PARKWAY, SUITE C  
ESCONDIDO, CA 92027  
PHONE: (760) 480-2347  
CELL: (760) 419-3738

**PROJECT NAME:** TO7 Loring & Foothill Roundabout

**AIRX JOB#:** X200137

**THOMAS GRID#:** 1247-J4

**TYPE OF WORK:** Potholing

**DRAWN FOR:** City of San Diego

**NOTES:**

**DATE:** 3/10/2020

**DESIGNED BY:**  
ANTHONY TRUBIANO

**SHEET 1 OF 6**

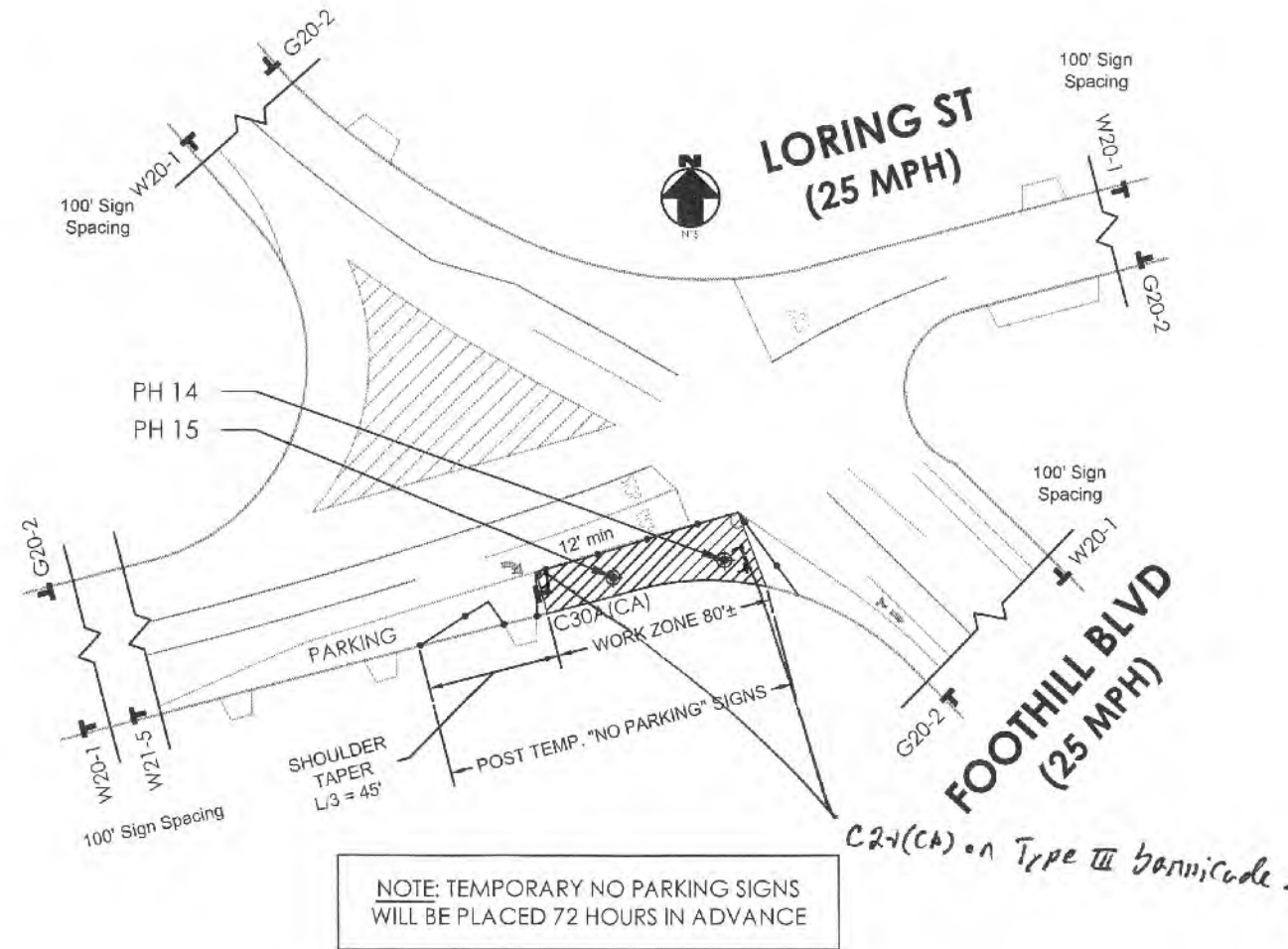


# POTHOLES (14,15):

**APPROVED**  
TRAFFIC CONTROL PERMIT

MAR 23 2020

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Engineering & Capital Projects  
Construction Management &  
Field Services Division  
Traffic Control Section



NOTE: TEMPORARY NO PARKING SIGNS  
WILL BE PLACED 72 HOURS IN ADVANCE

UTILITY SURVEYORS, INC.



Gail McMorran  
President

2534 EAST EL NORTE PARKWAY, SUITE C  
ESCONDIDO, CA 92027  
PHONE: (760) 480-2347  
CELL: (760) 419-3738

PROJECT NAME: TO7 Loring & Foothill Roundabout

AIRX JOB#: X200137

THOMAS GRID#: 1247-J4

TYPE OF WORK: Potholing

DRAWN FOR: City of San Diego

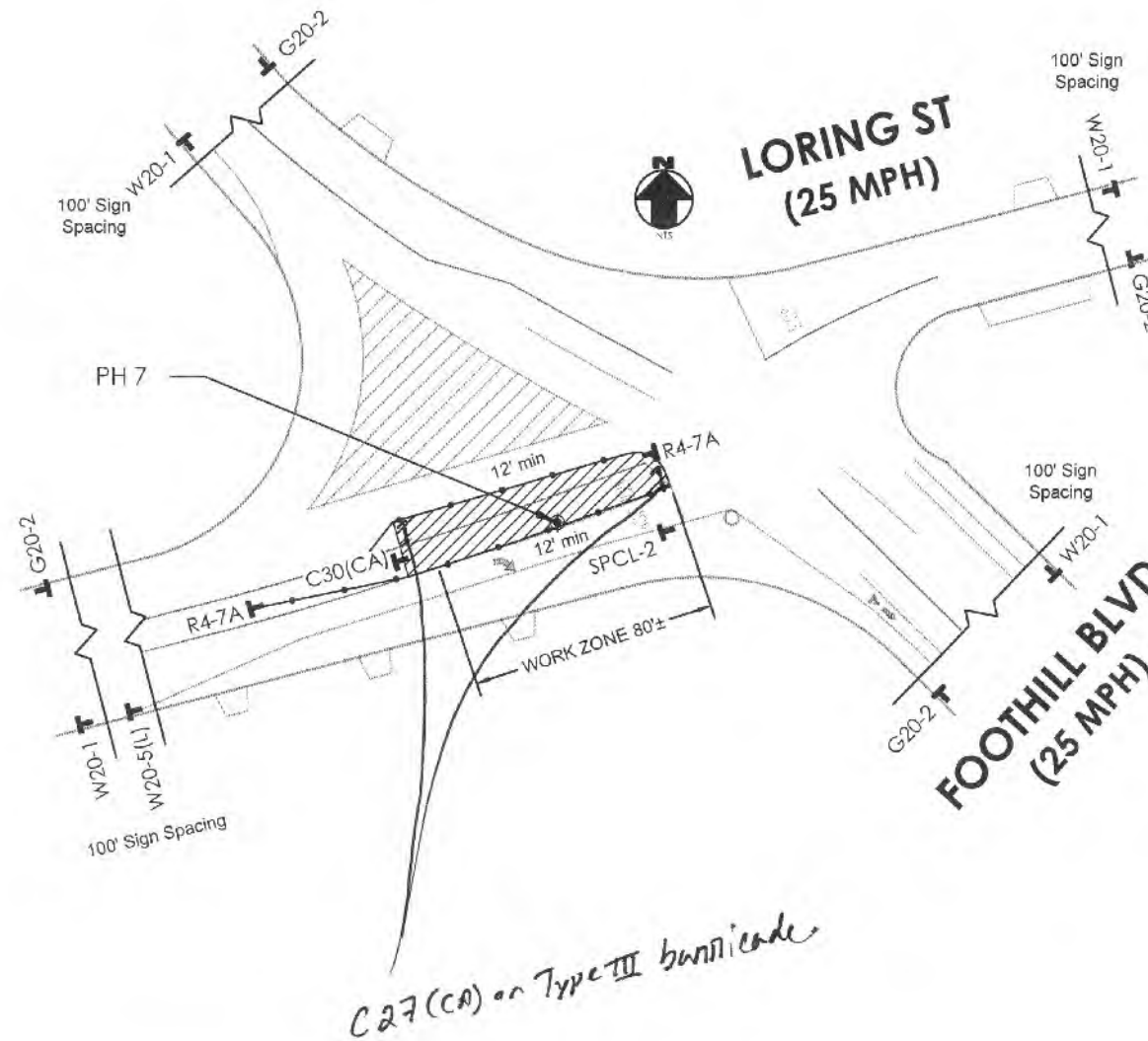
NOTES:

DATE: 3/10/2020

DESIGNED BY:  
ANTHONY TRUBIANO

SHEET 2 OF 6

# POTHOLE (7):



SPCL-2

**APPROVED**  
TRAFFIC CONTROL PERMIT

MAR 23 2020

CITY OF SAN DIEGO  
Engineering & Capital Projects  
Construction Management &  
Field Services Division  
Traffic Control Section

UTILITY SURVEYORS, INC.



Gail McMorrان  
President

2534 EAST EL NORTE PARKWAY, SUITE C  
ESCONDIDO, CA 92027  
PHONE: (760) 480-2347  
CELL: (760) 419-3738

PROJECT NAME: TO7 Loring & Foothill Roundabout

AIRX JOB#: X200137

THOMAS GRID#: 1247-J4

TYPE OF WORK: Potholing

DRAWN FOR: City of San Diego

NOTES:

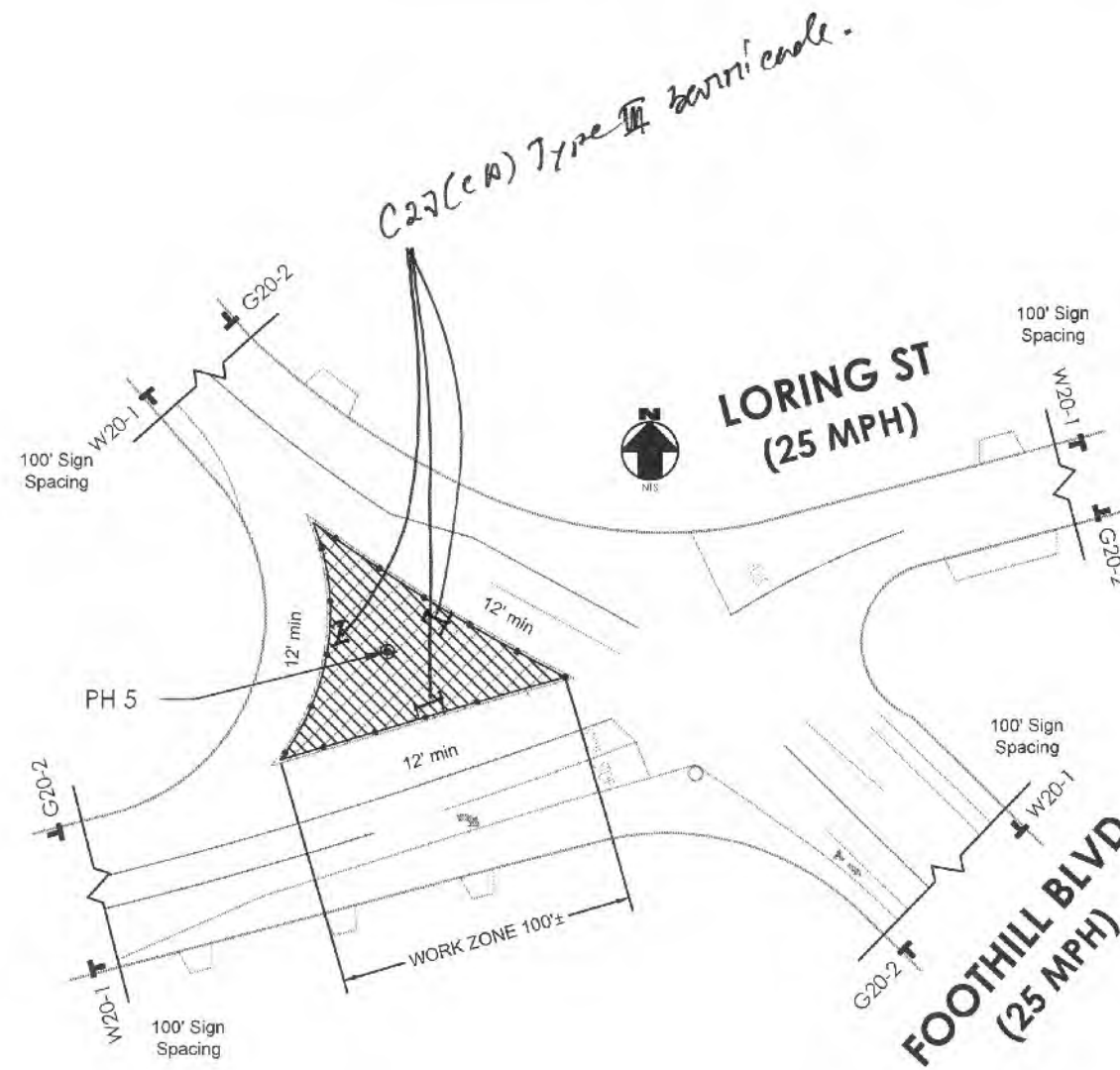
DATE: 3/10/2020

DESIGNED BY:  
ANTHONY TRUBIANO

SHEET 3 OF 6



# POTHOLE (5):



**APPROVED**  
TRAFFIC CONTROL PERMIT

MAR 23 2020

CITY OF SAN DIEGO  
Engineering & Capital Projects  
Construction Management &  
Field Services Division  
Traffic Control Section

UTILITY SURVEYORS, INC.



Gail McMorrان  
President

2534 EAST EL NORTE PARKWAY, SUITE C

ESCONDIDO, CA 92027

PHONE: (760) 480-2347

CELL: (760) 419-3738

PROJECT NAME: TO7 Loring & Foothill Roundabout

AIRX JOB#: X200137

THOMAS GRID#: 1247-J4

TYPE OF WORK: Potholing

DRAWN FOR: City of San Diego

NOTES:

DATE: 3/10/2020

DESIGNED BY:

ANTHONY TRUBIANO

SHEET 4 OF 6

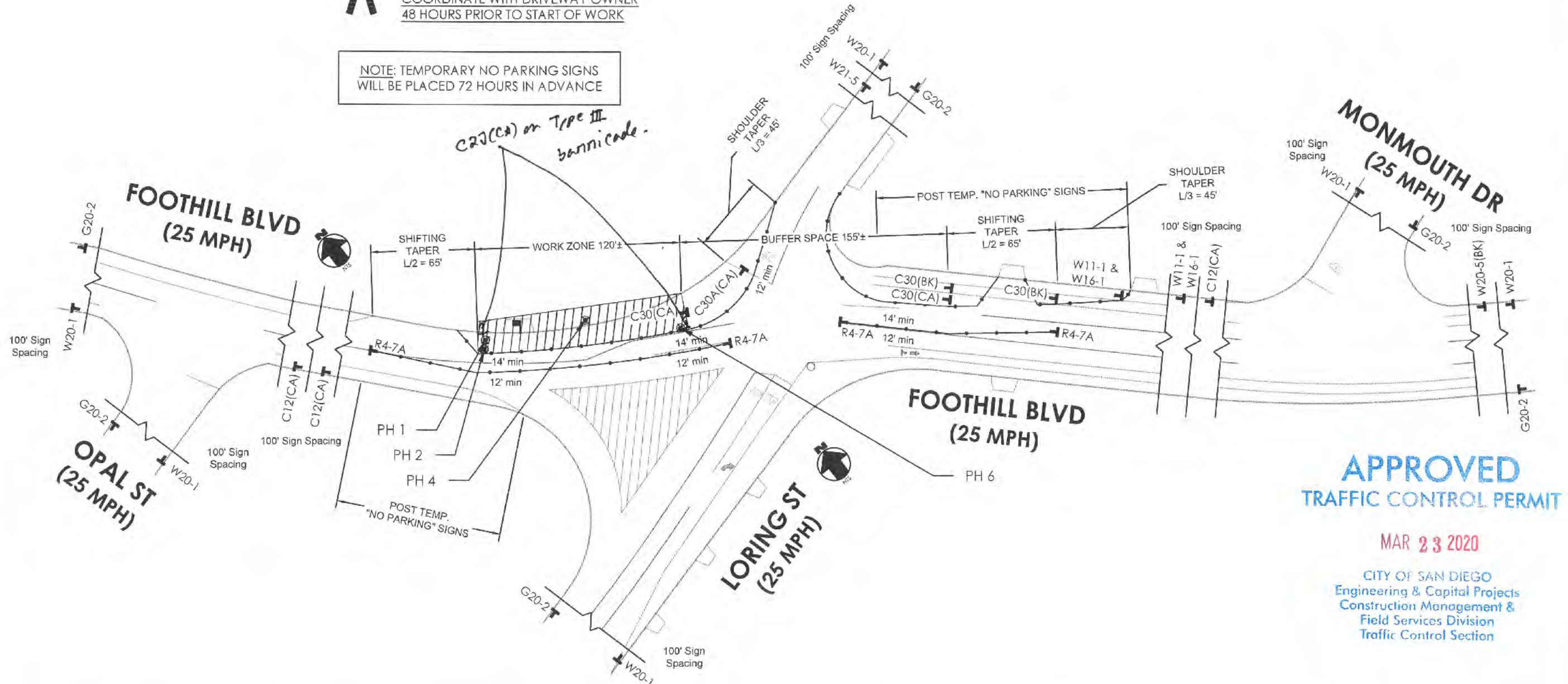


# POTHOLES (1,2,4,6):



FLAGGER WILL MAINTAIN DRIVEWAY ACCESS AT ALL TIMES  
 COORDINATE WITH DRIVEWAY OWNER 48 HOURS PRIOR TO START OF WORK

NOTE: TEMPORARY NO PARKING SIGNS WILL BE PLACED 72 HOURS IN ADVANCE



**APPROVED**  
 TRAFFIC CONTROL PERMIT

MAR 23 2020

CITY OF SAN DIEGO  
 Engineering & Capital Projects  
 Construction Management &  
 Field Services Division  
 Traffic Control Section

UTILITY SURVEYORS, INC.  
  
 Gail McMorran  
 President  
 2534 EAST EL NORTE PARKWAY, SUITE C  
 ESCONDIDO, CA 92027  
 PHONE: (760) 480-2347  
 CELL: (760) 419-3738

PROJECT NAME: TO7 Loring & Foothill Roundabout	
AIRX JOB#: X200137	THOMAS GRID#: 1247-J4
TYPE OF WORK: Potholing	DRAWN FOR: City of San Diego
NOTES:	

DATE: 3/10/2020
DESIGNED BY: ANTHONY TRUBIANO
<b>SHEET 5 OF 6</b>

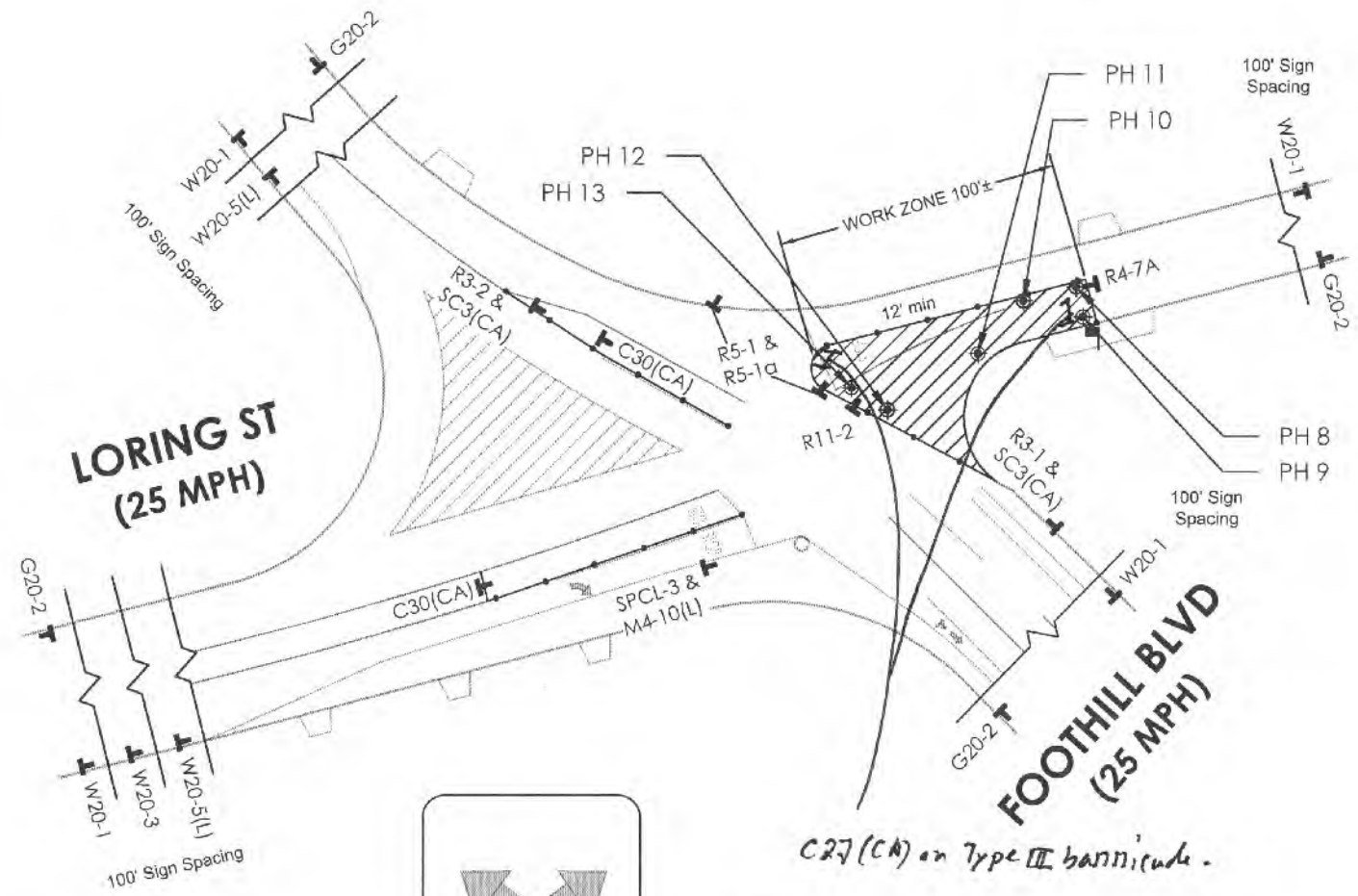


# POTHoles (8,9,10,11,12,13):

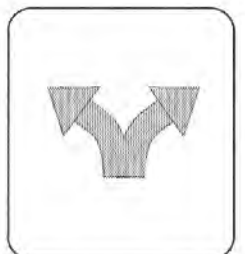
**APPROVED**  
TRAFFIC CONTROL PERMIT

MAR 23 2020

CITY OF SAN DIEGO  
Engineering & Capital Projects  
Construction Management &  
Field Services Division  
Traffic Control Section



FLAGGER WILL MAINTAIN DRIVEWAY ACCESS AT ALL TIMES  
COORDINATE WITH DRIVEWAY OWNER 48 HOURS PRIOR TO START OF WORK

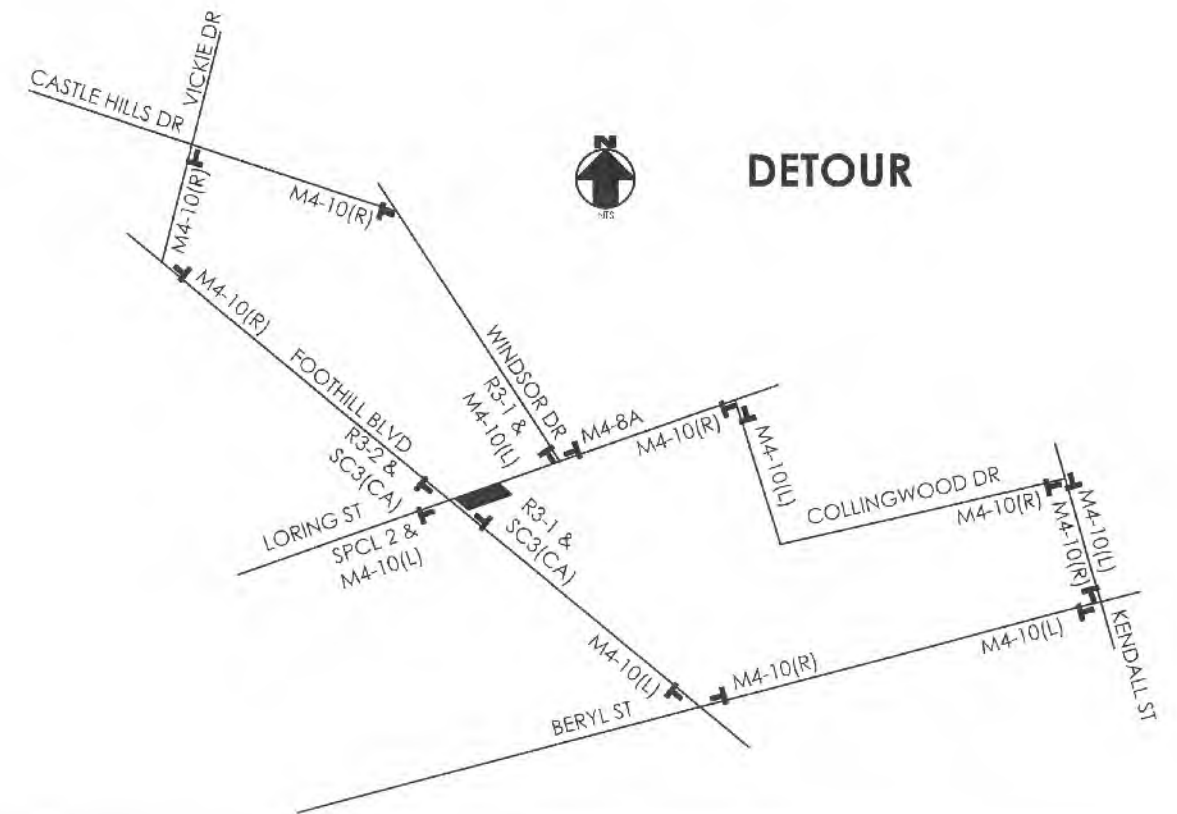


SPCL-3

NOTE: TEMPORARY NO PARKING SIGNS WILL BE PLACED 72 HOURS IN ADVANCE



POST FLAGGER(S) TO GUIDE TRAFFIC AROUND WORK ZONE



DETOUR

UTILITY SURVEYORS, INC.  
**AIRX**  
Gail McMorran  
President  
2534 EAST EL NORTE PARKWAY, SUITE C  
ESCONDIDO, CA 92027  
PHONE: (760) 480-2347  
CELL: (760) 419-3738

PROJECT NAME: TO7 Loring & Foothill Roundabout		DATE: 3/10/2020
AIRX JOB#: X200137	THOMAS GRID#: 1247-J4	DESIGNED BY: ANTHONY TRUBIANO
TYPE OF WORK: Potholing	DRAWN FOR: City of San Diego	
NOTES:		

SHEET 6 OF 6

**APPENDIX I**  
**HAZARDOUS WASTE LABEL/FORMS**



# HAZARDOUS WASTE

STATE AND FEDERAL LAW PROHIBITS IMPROPER DISPOSAL  
IF FOUND, CONTACT THE NEAREST POLICE, OR PUBLIC SAFETY  
AUTHORITY, OR THE U.S. ENVIRONMENTAL PROTECTION AGENCY  
OR THE CALIFORNIA DEPARTMENT OF HEALTH SERVICES

GENERATOR NAME \_\_\_\_\_  
ADDRESS \_\_\_\_\_ 24 HR. PHONE ( ) \_\_\_\_\_  
CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_  
EPA ID NO. \_\_\_\_\_ MANIFEST DOCUMENT NO. \_\_\_\_\_  
EPA WASTE NO. \_\_\_\_\_ CA WASTE NO. \_\_\_\_\_ ACCUMULATION START DATE \_\_\_\_\_ / /

CONTENTS, COMPOSITION \_\_\_\_\_  
PROPER DOT SHIPPING NAME \_\_\_\_\_  
TECHNICAL NAME (S) \_\_\_\_\_  
UNNA NO. WITH PREFIX \_\_\_\_\_

PHYSICAL STATE | HAZARDOUS PROPERTIES     FLAMMABLE     TOXIC  
 SOLID    LIQUID    CORROSIVE     REACTIVE     OTHER \_\_\_\_\_

**HANDLE WITH CARE!**  
CONTAINS HAZARDOUS OR TOXIC WASTES

# INCIDENT/RELEASE ASSESSMENT FORM <sup>1</sup>

## 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).

### Questions for Incident Assessment:

	YES	NO
1. Was anyone killed or injured, or did they require medical care or admitted to a hospital for observation?	<input type="checkbox"/>	<input type="checkbox"/>
2. Did anyone, other than employees in the immediate area of the release, evacuate?	<input type="checkbox"/>	<input type="checkbox"/>
3. Did the release cause off-site damage to public or private property?	<input type="checkbox"/>	<input type="checkbox"/>
4. Is the release greater than or equal to a reportable quantity (RQ)?	<input type="checkbox"/>	<input type="checkbox"/>
5. Was there an uncontrolled or unpermitted release to the air?	<input type="checkbox"/>	<input type="checkbox"/>
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?	<input type="checkbox"/>	<input type="checkbox"/>
7. Will control, containment, decontamination, and/or clean up require the assistance of federal, state, county, or municipal response elements?	<input type="checkbox"/>	<input type="checkbox"/>
8. Was the release or threatened release involving an unknown material or contains an unknown hazardous constituent?	<input type="checkbox"/>	<input type="checkbox"/>
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)?	<input type="checkbox"/>	<input type="checkbox"/>
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?	<input type="checkbox"/>	<input type="checkbox"/>

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.

---

<sup>1</sup> 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 <input type="checkbox"/> Yes <input type="checkbox"/> No
Incident Date / Time:		
Incident Business / Site Name:		
Incident Address:		
Other Locators (Bldg, Room, Oil Field, Lease, Well #, GIS)		
Please describe the incident and indicate specific causes and area affected. Photos Attached?: <input type="checkbox"/> Yes <input type="checkbox"/> No		
Indicate actions to be taken to prevent similar releases from occurring in the future.		

## 2. ADMINISTRATIVE INFORMATION

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

## 3. CHEMICAL INFORMATION

Chemical	Quantity <input type="checkbox"/> GAL <input type="checkbox"/> LBS <input type="checkbox"/> FT <sup>3</sup>
Chemical	Quantity <input type="checkbox"/> GAL <input type="checkbox"/> LBS <input type="checkbox"/> FT <sup>3</sup>
Chemical	Quantity <input type="checkbox"/> GAL <input type="checkbox"/> LBS <input type="checkbox"/> FT <sup>3</sup>
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 ( ) -					
B	INCIDENT DATE	MO	DAY	YR	TIME OES NOTIFIED	(use 24 hr time)	OES CONTROL NO.
C	INCIDENT ADDRESS LOCATION			CITY / COMMUNITY	COUNTY	ZIP	
D	CHEMICAL OR TRADE NAME (print or type)				CAS Number		
D	CHECK IF CHEMICAL IS LISTED IN 40 CFR 355, APPENDIX A <input type="checkbox"/>				CHECK IF RELEASE REQUIRES NOTIFICATION UNDER 42 U.S.C. Section 9603 (a) <input type="checkbox"/>		
D	PHYSICAL STATE CONTAINED		PHYSICAL STATE RELEASED		QUANTITY RELEASED		
	<input type="checkbox"/> SOLID	<input type="checkbox"/> LIQUID	<input type="checkbox"/> GAS	<input type="checkbox"/> SOLID	<input type="checkbox"/> LIQUID	<input type="checkbox"/> GAS	
D	ENVIRONMENTAL CONTAMINATION			TIME OF RELEASE	DURATION OF RELEASE		
	<input type="checkbox"/> AIR	<input type="checkbox"/> WATER	<input type="checkbox"/> GROUND	<input type="checkbox"/> OTHER	— DAYS	— HOURS	— MINUTES
E	ACTIONS TAKEN						
F	KNOWN OR ANTICIPATED HEALTH EFFECTS (Use the comments section for addition information)						
	<input type="checkbox"/> ACUTE OR IMMEDIATE (explain) _____						
	<input type="checkbox"/> CHRONIC OR DELAYED (explain) _____						
	<input type="checkbox"/> NOTKNOWN (explain) _____						
G	ADVICE REGARDING MEDICAL ATTENTION NECESSARY FOR EXPOSED INDIVIDUALS						
H	COMMENTS (INDICATE SECTION (A - G) AND ITEM WITH COMMENTS OR ADDITIONAL INFORMATION)						
I	CERTIFICATION: I certify under penalty of law that I have personally examined and I am familiar with the information submitted and believe the submitted information is true, accurate, and complete.						
	REPORTING FACILITY REPRESENTATIVE (print or type) _____						
	SIGNATURE OF REPORTING FACILITY REPRESENTATIVE _____						DATE: _____

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

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

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

Summary of charges:

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

**Total this invoice:** \$ \_\_\_\_\_

**Total invoiced to date:** \$ \_\_\_\_\_

Note 1:

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

Note 2:

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

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

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

**APPENDIX K**  
**SAMPLE OF PUBLIC NOTICE**



CONSTRUCTION NOTICE

PROJECT TITLE

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

The work will consist of:

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

How your neighborhood may be impacted:

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

Hours and Days of Operation:

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

City of San Diego Contractor:

Company Name, XXX-XXX-XXXX



CONSTRUCTION NOTICE

PROJECT TITLE

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

The work will consist of:

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

How your neighborhood may be impacted:

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

Hours and Days of Operation:

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

City of San Diego Contractor:

Company Name, XXX-XXX-XXXX

## **APPENDIX L**

### **ADVANCED METERING INFRASTRUCTURE (AMI) DEVICE PROTECTION**

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

The Public Utilities Department (PUD) has begun the installation of the Advanced Metering Infrastructure (AMI) technology as a new tool to enhance water meter reading accuracy and efficiency, customer service and billing, and to be used by individual accounts to better manage the efficient use of water. **All AMI devices shall be protected per Section 402-2, "Protection", of the 2021 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**



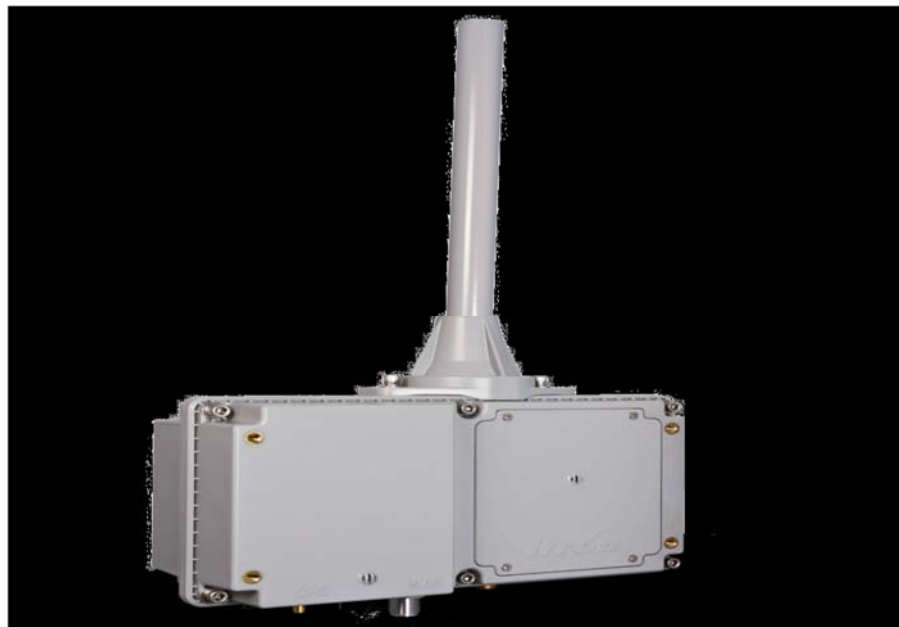
B. AMI Antenna attached to Endpoint (antenna not always required), see Photo 2:



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Network Devices, see Photo 3:

**Photo 3**





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

**Photo 4**



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

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

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

**Photo 5**

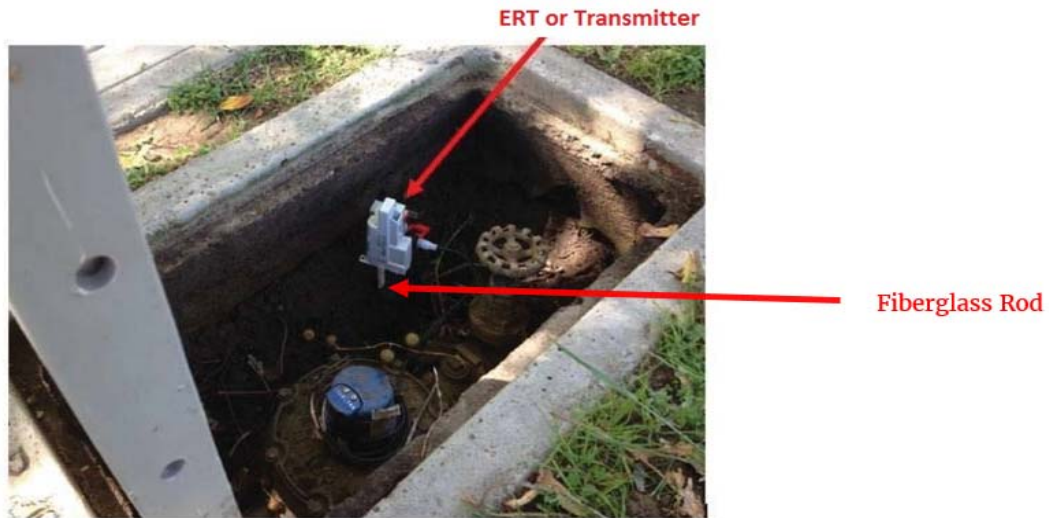


Photo 6 below is an example of disturbance that shall be avoided:

**Photo 6**



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

**Photo 7**



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

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

**Photo 8**



**Network Device**

**Photo 9**



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

## **APPENDIX M**

### **EXISTING PAVEMENT CORING AND R VALUES**



**CITY OF SAN DIEGO  
MEMORANDUM**

**DATE:** April 29, 2020  
**TO:** Heidi Leon, Assistant Engineer – Civil, Public Works  
**FROM:** Randy Encinas, Associate Engineer – Civil, Public Works  
**SUBJECT:** Request for Pavement Coring, Foothill Blvd & Loring St Roundabout  
B-18008

---

Per your Memo requesting coring of the existing street pavement to determine the type and thickness of the pavement for the subject project dated February 18, 2020. Our results are as follow:

<b>Sample No.</b>	<b>Location</b>	<b>Paving Thickness</b>
1	1531 Loring Street	5 ¼” PCC Subgrade-Brown Silty Sand R-Value=58 SE=27
2	1506 Loring Street	5 ¼” PCC Subgrade-Brown Silty Sand R-Value=55 SE=19

Should you have any further questions or need additional assistance, please feel free to contact me at (858) 627-3289.

Randy Encinas

Cc: File

**APPENDIX N**  
**WETLAND MODULAR SYSTEM**



# Modular Subsurface Flow Wetland System

## **PART 1 – GENERAL**

### 01.01.00 Purpose

The purpose of this specification is to establish generally acceptable criteria for Modular Subsurface Flow Wetland Systems or approved equal used for biofiltration of stormwater runoff including dry weather flows and other contaminated water sources. It is intended to serve as a guide to producers, distributors, architects, engineers, contractors, plumbers, installers, inspectors, agencies and users; to promote understanding regarding materials, manufacture and installation; and to provide for identification of devices complying with this specification.

### 01.02.00 Description

Modular Subsurface Flow Wetland Systems (MSFWS) or approved equal are used for filtration of stormwater runoff including dry weather flows. The MSFWS or approved equal is a pre-engineered biofiltration system composed of a pretreatment chamber containing filtration cartridges, a horizontal flow biofiltration chamber with a peripheral void area and a centralized and vertically extending underdrain, the biofiltration chamber containing a sorptive media mix which does not contain any organic material and a layer of plant establishment media, and a discharge chamber containing an orifice control structure. Treated water flows horizontally in series through the pretreatment chamber cartridges, biofiltration chamber and orifice control structure.

### 01.03.00 Manufacturer

The manufacturer of the MSFWS or approved equal shall be one that is regularly engaged in the engineering design and production of systems developed for the treatment of stormwater runoff for at least (10) years, and which have a history of successful production, acceptable to the engineer of work. MSFWS(s) or approved equal shall be a filter device in accordance with the drawings.

#### 01.04.00 Submittals

- 01.04.01 Shop drawings are to be submitted with each order to the contractor and consulting engineer.
- 01.04.02 Shop drawings are to detail the MSFWS or approved equal and all components required and the sequence for installation, including:
- System configuration with primary dimensions
  - Interior components
  - Any accessory equipment called out on shop drawings
- 01.04.03 Inspection and maintenance documentation submitted upon request.

#### 01.05.00 Work Included

- 01.05.01 Specification requirements for installation of MSFWS or approved equal.
- 01.05.02 Manufacturer to supply components of the MSFWS(s) or approved equal:
- Pretreatment chamber components (pre-assembled)
  - Concrete Structure(s)
  - Biofiltration chamber components (pre-assembled)
  - Flow control discharge structure (pre-assembled)

#### 01.06.00 Reference Standards

ASTM C 29	Standard Test Method for Unit Weight and Voids in Aggregate
ASTM C 88	C 88 Standard Test Method for Soundness of Aggregates by Use of Sodium Sulfate or Magnesium Sulfate
ASTM C131	C 131 Standard Test Method for Resistance to Degradation of Small-Size Coarse Aggregates by Abrasion and Impact in the Los Angeles Machine
ASTM C 136	C 136 Standard Test Method for Sieve Analysis of Fine and Coarse Aggregates
ASTM C 330	C 330 Standard Specification for Lightweight Aggregate for Structural Concrete
ASTM D 698	Test Method for Laboratory Compaction Characteristics of Soil Using Standard Effort (12,400 ft.-lbf/ft <sup>3</sup> (600 kN-m/m <sup>3</sup> ))
ASTM D 1621	10 Standard Test Method for Compressive Properties Of Rigid Cellular Plastics
ASTM D 1777	ASTM D1777 - 96(2007) Standard Test Method for Thickness of Textile Materials
ASTM D 4716	Standard Test Method for Determining the (In-plane) Flow Rate per Unit Width and Hydraulic Transmissivity of a Geosynthetic Using a Constant Head
ASTM A 615	Standard Specifications for Deformed and Plan Carbon-Steel Bars for Concrete Reinforcement
ASTM A 706	Standard Specifications for Deformed and Plan Low-Alloy Steel Bars for Concrete Reinforcement
AASHTO T 99-01	Standard Method of Test for Moisture-Density Relations of Soils Using a 2.5-kg (5.5-lb) Rammer and a 305-mm (12-in) Drop
AASHTO T 104	Standard Method of Test for Soundness of Aggregate by Use of Sodium Sulfate or Magnesium Sulfate
AASHTO T 260	Standard Method of Test for Sampling and Testing for Chloride Ion in Concrete and Concrete Raw Materials.
AASHTO T 288	Standard Method of Test for Determining Minimum Laboratory Soil Resistivity
AASHTO T 289	Standard Method of Test for Determining ph of Soil for Use in Corrosion Testing
AASHTO T 291	Standard Method of Test for Determining Water Soluble Chloride Ion Content in Soil
AASHTO T 290	T 290 Standard Method of Test for Determining Water Soluble Sulfate Ion Content in Soil

## **PART 2 – COMPONENTS**

The Modular Subsurface Flow Wetland Systems (MSFWS) or approved equal and all of its components shall be self-contained within a concrete structure constructed of concrete with a minimum 28 day compressive strength of 5,000 psi, with reinforcing per ASTM A 615 or ASTM A 706, Grade 60, and supports and H2O loading as indicated by AASHTO. Each Chamber shall have appropriate access hatches for easy maintenance and sized to allow removal of all internal components without disassembly. All water transfer system components shall conform with the following;

- Filter netting shall be 100% Polyester with a number 16 sieve size, and strength tested per ASTM D 3787.
- Drainage cells shall be manufactured of lightweight injection-molded plastic and have a minimum compressive strength test of 6,000 psi and a void area along the surface making contact with the filter media of 75% or greater. The cells shall be at least 2” in thickness and allow water to freely flow in all four directions.

### **02.01.00 Pretreatment Chamber Components**

- 02.01.01 Filter Cartridges shall operate at a loading rate not to exceed 3 gallons per minute per square foot surface area.
- 02.01.02 Drain Down System shall include a pervious floor that allows water to drain into the underdrain pipe that is connected to the discharge chamber.

### **02.02.00 Biofiltration Chamber Components**

- 02.02.01 Media shall consist of ceramic material produced by expanding and vitrifying select material in a rotary kiln. Media must be produced to meet the requirements of ASTM C330, ASTM C331, and AASHTO M195. Aggregates must have a minimum 24-hour water absorption of 10.5% mass. Media shall not contain any organic material. Flow through media shall be horizontal from the outer perimeter of the chamber toward the centralized and vertically extending underdrain. The retention time in the media shall be at least 3 minutes. Downward flow filters are not acceptable alternatives. The thickness of the media shall be at least 19” from influent end to effluent end. The loading rate on the media shall not exceed 1.1 gallons per minute per square foot surface area. Media must be contained within structure that spaces the surface of the media at least 2” from all vertically extending walls of the concrete structure.
- 02.02.02 Planting shall be native, drought tolerant species recommend by manufacturer and/or landscape architect.
- 02.02.03 Plant Support Media shall be made of a 3” thick moisture retention cell that is inert and contains no chemicals or fertilizers, is not made of organic material and has an internal void percentage of 80%.

### **02.03.00 Discharge Chamber**

The discharge device shall house a flow control orifice plate that restricts flows greater than designed treatment flow rate. All piping components shall be made of a high-density polyethylene. The discharge chamber shall also contain a drain down filter if specified on the drawing.

## **PART 3 – PERFORMANCE**

### **03.01.00 General**

- 03.01.01 Function - The MSFWS or approved equal has no moving internal components and functions based on gravity flow, unless otherwise specified. The MSFWS or approved equal is composed of a pretreatment chamber, a biofiltration chamber and a discharge chamber. The pretreatment device houses cartridge media filters, which consist of filter media housed in a perforated enclosure. The untreated runoff flows into the system via subsurface piping and or surface inlet. Water entering the system is forced through the filter cartridge enclosures by gravity flow. Then the flow contacts the filter media. The flow through the media is horizontal toward the center of each individual media filter. In the center of the media shall be a round slotted PVC pipe of no greater than 1.5” in diameter. The slotted PVC pipe shall extend downward into the water transfer cavity of the cartridge. The slotted PVC pipe shall be threaded on the bottom to connect to the water transfer cavity. After pollutants have been removed by the filter media the water discharges the pretreatment chamber and flows into the water transfer system and is conveyed to the biofiltration chamber. Once runoff has been filtered by the biofiltration chamber it is collected by the vertical underdrain and conveyed to a discharge chamber equipped with a flow control orifice plate. Finally the treated flow exits the system.
- 03.01.02 Pollutants - The MSFWS or approved equal will remove and retain debris, sediments, TSS, dissolved and particulate metals and nutrients including nitrogen and phosphorus species, bacteria, BOD, oxygen demanding substances, organic compounds and hydrocarbons entering the filter during frequent storm events and continuous dry weather flows.
- 03.01.03 Treatment Flow Rate and Bypass - The MSFWS or approved equal operates in-line. The MSFWS or approved equal will treat 100% of the required water quality treatment flow based on a minimum filtration capacities listed in section 03.02.00. The size of the system must match those provided on the drawing to ensure proper performance and hydraulic residence time.

### **03.02.00 Minimum Treatment Capabilities**

System must be capable of treating flows to the specified treatment flow rate on the drawings. The flow rate shall be controlled by an orifice.

## **PART 4 - EXECUTION**

### **04.01.00 General**

The installation of the MSFWS or approved equal shall conform to all applicable national, state, state highway, municipal and local specifications.

### **04.02.00 Installation**

The Contractor shall furnish all labor, equipment, materials and incidentals required to install the (MSFWS) or approved equal device(s) and appurtenances in accordance with the drawings and these specifications.

- 04.02.01 Grading and Excavation site shall be properly surveyed by a registered professional surveyor, and clearly marked with excavation limits and elevations. After site is marked it is the responsibility of the contractor to contact local utility companies and/or DigAlert to check for underground utilities. All grading permits shall be approved by governing agencies before commencement of grading and excavation. Soil conditions shall be tested in accordance with the governing

agencies requirements. All earth removed shall be transported, disposed, stored, and handled per governing agencies standards. It is the responsibility of the contractor to install and maintain proper erosion control measures during grading and excavation operations.

- 04.02.02 Compaction – All soil shall be compacted per registered professional soils engineer’s recommendations prior to installation of MSFWS or approved equal components. Compaction shall be to 95% of Standard Proctor or 90% of Modified Proctor.
- 04.02.03 Backfill shall be placed according to a registered professional soils engineer’s recommendations, and with a minimum of 6” of gravel under all concrete structures.
- 04.02.04 Concrete Structures – After backfill has been inspected by the governing agency and approved the concrete structures shall be lifted and placed in proper position per plans.
- 04.02.05 Subsurface Flow Wetland Media shall be carefully loaded into area so not to damage the Wetland Liner or Water Transfer Systems. The entire wetland area shall be filled to a level 9 inches below finished surface.
- 04.02.06 Planting layer shall be installed per manufacturer’s drawings and consist of a minimum 3” grow enhancement media that ensures greater than 95% plant survival rate, and 6” of wetland media. Planting shall consist of native plants recommended by manufacturer and/or landscape architect. Planting shall be drip irrigated for at least the first 3 months to insure long term plant growth. No chemical herbicides, pesticides, or fertilizers shall be used in the planting or care and maintenance of the planted area.

#### 04.03.00 Shipping, Storage and Handling

- 04.03.01 Shipping – MSFWS or approved equal shall be shipped to the contractor’s address or job site, and is the responsibility of the contractor to offload the unit(s) and place in the exact site of installation.
- 04.03.02 Storage and Handling– The contractor shall exercise care in the storage and handling of the MSFWS or approved equal and all components prior to and during installation. Any repair or replacement costs associated with events occurring after delivery is accepted and unloading has commenced shall be born by the contractor. The MSFWS(s) or approved equal and all components shall always be stored indoors and transported inside the original shipping container until the unit(s) are ready to be installed. The MSFWS or approved equal shall always be handled with care and lifted according to OSHA and NIOSA lifting recommendations and/or contractor’s workplace safety professional recommendations.

#### 04.04.00 Maintenance and Inspection

- 04.04.01 Inspection – After installation, the contractor shall demonstrate that the MSFWS or approved equal has been properly installed at the correct location(s), elevations, and with appropriate components. All components associated with the MSFWS or approved equal and its installation shall be subject to inspection by the engineer at the place of installation. In addition, the contractor shall demonstrate that the MSFWS or approved equal has been installed per the manufacturer’s specifications and recommendations. All components shall be inspected by a qualified person once a year and results of inspection shall be kept in an inspection log.
- 04.04.02 Maintenance – The manufacturer recommends cleaning and debris removal maintenance of once a year and replacement of the Cartridge Filters as needed. The maintenance shall be performed by someone qualified. A Maintenance Manual is available upon request from the manufacturer. The manual has detailed information regarding the maintenance of the MSFWS or approved equal. A

- Maintenance/Inspection record shall be kept by the maintenance operator. The record shall include any maintenance activities performed, amount and description of debris collected, and the condition of the filter.
- 04.04.03 Material Disposal - All debris, trash, organics, and sediments captured by the MSFWS or approved equal shall be transported and disposed of at an approved facility for disposal in accordance with local and state requirements. Please refer to state and local regulations for the proper disposal of toxic and non-toxic material.

## **PART 5 – QUALITY ASSURANCE**

### **05.01.00 Warranty**

The Manufacturer shall guarantee the MSFWS or approved equal against all manufacturing defects in materials and workmanship for a period of (1) year from the date of delivery to the customer. The manufacturer shall be notified of repair or replacement issues in writing within the warranty period. The MSFWS or approved equal is limited to recommended application for which it was designed.

### **05.02.00 Performance Certification**

The MSFWS or approved equal manufacturer shall submit to the Engineer of Record a “Manufacturer’s Performance Certificate” certifying the MSFWS or approved equal is capable of achieving the specified removal efficiency for suspended solids, phosphorous and dissolved metals.

**[End of This Section]**

**ATTACHMENT F**

**RESERVED**



**ATTACHMENT G**  
**CONTRACT AGREEMENT**

**ATTACHMENT G**  
**CONTRACT AGREEMENT**

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**CONSTRUCTION CONTRACT**

This contract is made and entered into between THE CITY OF SAN DIEGO, a municipal corporation, herein called "City", and Ortiz Corporation, herein called "Contractor" for construction of **Foothill Blvd & Loring St Roundabout**; Bid No. **K-23-2120-DBB-3**; in the total amount One Million Seven Hundred Eighty Four Thousand Five Hundred Five Dollars and Zero Cents (\$1,784,505.00), which is comprised of the Base Bid consisting of an amount not to exceed \$1,784,505.00.

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

1. The following are incorporated into this contract as though fully set forth herein:
  - (a) The attached Faithful Performance and Payment Bonds.
  - (b) The attached Proposal included in the Bid documents by the Contractor.
  - (c) Reference Standards listed in the Instruction to Bidders and the Supplementary Special Provisions (SSP).
  - (d) That certain documents entitled **Foothill Blvd & Loring St Roundabout**, on file in the office of the Purchasing & Contracting Department as Document No. **B-18008**, as well as all matters referenced therein.
2. The Contractor shall perform and be bound by all the terms and conditions of this contract and in strict conformity therewith shall perform and complete in a good and workmanlike manner **Foothill Blvd & Loring St Roundabout**, Bid Number **K-23-2120-DBB-3**, San Diego, California.
3. For such performances, the City shall pay to Contractor the amounts set forth at the times and in the manner and with such additions or deductions as are provided for in this contract, and the Contractor shall accept such payment in full satisfaction of all claims incident to such performances.
4. No claim or suit whatsoever shall be made or brought by Contractor against any officer, agent, or employee of the City for or on account of anything done or omitted to be done in connection with this contract, nor shall any such officer, agent, or employee be liable hereunder.
5. This contract is effective as of the date that the Mayor or designee signs the agreement and is approved by the City Attorney in accordance with San Diego Charter Section 40.

CONTRACT AGREEMENT (continued)

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

THE CITY OF SAN DIEGO

APPROVED AS TO FORM

By Stephen Samara 1/24/2023

Mara W. Elliott, City Attorney  
By Ryan P. Gerdt

Print Name: Stephen Samara  
Principal Contract Specialist  
Purchasing & Contracting Department

Print Name: RYAN P. GERDT  
Deputy City Attorney

Date: 11-2-2022

Date: 1/27/2023

CONTRACTOR

By Marcelino E. Ortiz

Print Name: Marcelino E. Ortiz

Title: President

Date: 11-2-2022

City of San Diego License No.: 81996008117

State Contractor's License No.: 602454

DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) REGISTRATION NUMBER: 1000001045

## **CERTIFICATIONS AND FORMS**

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

## **BIDDER'S GENERAL INFORMATION**

To the City of San Diego:

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

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

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

State of California

County of San Diego

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

## CONTRACTOR CERTIFICATION

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### COVID-19 VACCINATION ORDINANCE

#### CERTIFICATION OF COMPLIANCE

I hereby certify that I am familiar with the requirements of San Diego Ordinance No. O-21398 implementing the City's Mandatory COVID-19 Vaccination Policy.

#### TERMS OF COMPLIANCE

The City's Mandatory COVID-19 Vaccination Policy, outlined in San Diego Ordinance O-21398 (Nov. 29, 2021), requires ALL City contractors, who interact in close contact 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. "Close contact" means a City contractor is **within 6 feet** of a City employee for a **cumulative total of 15 minutes or more over a 24-hour period** (for example, three individual 5-minute exposures for a total of 15 minutes).
4. City contractors who interact in close contact with City employees must fully comply with the City's Mandatory COVID-19 Vaccination Policy, which may include a reporting program that tracks employee vaccination status.
5. City contractors with employees or subcontractors who interact in close contact with City employees must certify that those members of their workforce, and subcontractors regardless of tier, who work indoors at a City facility, are fully vaccinated and that the City contractor has a program to track employee compliance.
6. City 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.



## **CONTRACTOR CERTIFICATION**

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### **DRUG-FREE WORKPLACE**

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

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

## **CONTRACTOR CERTIFICATION**

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

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

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

## **CONTRACTOR CERTIFICATION**

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

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

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

## **CONTRACTOR CERTIFICATION**

---

### **EQUAL BENEFITS ORDINANCE CERTIFICATION**

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

## **CONTRACTOR CERTIFICATION**

---

### **EQUAL PAY ORDINANCE CERTIFICATION**

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

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

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

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

## **CONTRACTOR CERTIFICATION**

---

### **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:

**Foothill Blvd & Loring St Roundabout**

(Project Title)

as particularly described in said contract and identified as Bid No. **K-23-2120-DBB-3**; SAP No. (WBS) **B-18008**; and **WHEREAS**, the specification of said contract requires the Contractor to affirm that "all brush, trash, debris, and surplus materials resulting from this project have been disposed of in a legal manner"; and **WHEREAS**, said contract has been completed and all surplus materials disposed of:

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

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

Dated this \_\_\_\_\_ DAY OF \_\_\_\_\_, \_\_\_\_\_.

By: \_\_\_\_\_  
Contractor

**ATTEST:**

State of \_\_\_\_\_ County of \_\_\_\_\_

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

Notary Public in and for said County and State



**LIST OF SUBCONTRACTORS**

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

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

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

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

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

**NAMED EQUIPMENT/MATERIAL SUPPLIER LIST**

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

NAME, ADDRESS AND TELEPHONE NUMBER OF VENDOR/SUPPLIER	MATERIALS OR SUPPLIES	DOLLAR VALUE OF MATERIAL OR SUPPLIES	SUPPLIER (Yes/No)	MANUFACTURER (Yes/No)	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB <sup>①</sup>	WHERE CERTIFIED <sup>②</sup>
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____						
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____						

- ① As appropriate, Bidder shall identify Vendor/Supplier as one of the following and shall include a valid proof of certification (except for OBE, SLBE and ELBE):
- |                                               |        |                                                |         |
|-----------------------------------------------|--------|------------------------------------------------|---------|
| Certified Minority Business Enterprise        | MBE    | Certified Woman Business Enterprise            | WBE     |
| Certified Disadvantaged Business Enterprise   | DBE    | Certified Disabled Veteran Business Enterprise | DVBE    |
| Other Business Enterprise                     | OBE    | Certified Emerging Local Business Enterprise   | ELBE    |
| Certified Small Local Business Enterprise     | SLBE   | Small Disadvantaged Business                   | SDB     |
| Woman-Owned Small Business                    | WoSB   | HUBZone Business                               | HUBZone |
| Service-Disabled Veteran Owned Small Business | SDVOSB |                                                |         |
- ② As appropriate, Bidder shall indicate if Vendor/Supplier is certified by:
- |                                                      |        |                                                  |          |
|------------------------------------------------------|--------|--------------------------------------------------|----------|
| City of San Diego                                    | CITY   | State of California Department of Transportation | CALTRANS |
| California Public Utilities Commission               | CPUC   |                                                  |          |
| 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 COMPLETE AND SUBMIT ANY OF THE FOLLOWING FORMS WILL DEEM YOUR BID NON-RESPONSIVE.**

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

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

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

**BID BOND**

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

KNOW ALL MEN BY THESE PRESENTS,

That Ortiz Corp. as Principal,  
and Markel 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

Foothill Blvd. & Loring St. Roundabout; K-23-2120-DBB-3

NOW THEREFORE, if said Principal is awarded a contract by said OWNER and, within the time and in  
the manner required in the "Notice Inviting Bids" enters into a written Agreement on the form of  
agreement bound with said Contract Documents, furnishes the required certificates of insurance, and  
furnishes the required Performance Bond and Payment Bond, then this obligation shall be null and  
void, otherwise it shall remain in full force and effect. In the event suit is brought upon this bond by  
said OWNER and OWNER prevails, said Surety shall pay all costs incurred by said OWNER in such suit,  
including a reasonable attorney's fee to be fixed by the court.

SIGNED AND SEALED, this 20th day of September, 2022

Ortiz Corp. (SEAL)  
(Principal)

By: *Marcelino E. Ortiz*  
(Signature)

Markel Insurance Company  
(Surety)

By: *Bart Stewart*  
(Signature)  
Bart Stewart, Attorney-in-Fact



(SEAL AND NOTARIAL ACKNOWLEDGEMENT OF SURETY)



April 6, 2020

Bond Obligees  
Project Owners  
General Contractors

RE: Digital Seal Authority and Enforceability Notice

To whom it may concern:

Due to the current COVID-19 Pandemic, the use of an electronic image of the corporate seal of Markel Insurance Company or SureTec Insurance Company (the "Digital Seal"), and the attachment of the Digital Seal to any surety bond issued by Markel Insurance Company or SureTec Insurance Company is authorized by the company. Markel Insurance Company and SureTec Insurance Company acknowledge and agree that the Digital Seal may be affixed to any surety bond and relied upon to the same extent as if a raised corporate seal was attached to the bond.

Delivery of a digital copy of this Digital Seal Authority and Enforceability Notice, executed electronically, to an Obligee or Obligor's representative, shall constitute effective execution and delivery of this notice and shall have the same legal effect as a delivery of a tangible original of the notice with my original "wet" signature.

If you require further verification you may call our Home Office Underwriting Center at 1-800-732-0999 or send a verification request to [bondverification@markel.com](mailto:bondverification@markel.com).

In Witness Whereof, this has been executed by the Executive Vice President and Chief Underwriting Officer, Surety for each of Markel Insurance Company and SureTec Insurance Company.

A handwritten signature in black ink, appearing to read "Lindsey Jennings", written over a horizontal line.

Lindsey Jennings, EVP Chief Underwriting Officer

**CALIFORNIA ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

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

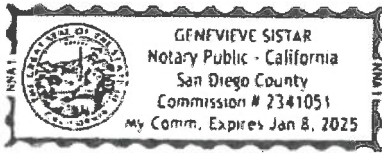
State of California }  
County of San Diego

On Septmeber 20th, 2022 before me, Genevieve Sistar, Notary Public  
*Date Here Insert Name and Title of the Officer*  
personally appeared Bart Stewart  
*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 seal.



Place Notary Seal and/or Stamp Above

Signature Genevieve Sistar  
*Signature of Notary Public*

**OPTIONAL**

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_ Signer's Name: \_\_\_\_\_

Corporate Officer – Title(s): \_\_\_\_\_  Corporate Officer – Title(s): \_\_\_\_\_

Partner –  Limited  General  Partner –  Limited  General

Individual  Attorney in Fact  Individual  Attorney in Fact

Trustee  Guardian or Conservator  Trustee  Guardian or Conservator

Other: \_\_\_\_\_  Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_ Signer is Representing: \_\_\_\_\_

## JOINT LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That SureTec Insurance Company, a Corporation duly organized and existing under the laws of the State of Texas and having its principal office in the County of Harris, Texas and Markel Insurance Company (the "Company"), a corporation duly organized and existing under the laws of the state of Illinois, and having its principal administrative office in Glen Allen, Virginia, does by these presents make, constitute and appoint:

Bart Stewart

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

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

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

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


IN WITNESS WHEREOF, Markel Insurance Company and SureTec Insurance Company have caused their official seal to be hereunto affixed and these presents to be signed by their duly authorized officers on the 7th day of December, 2021.

SureTec Insurance Company

By:   
Michael C. Keimig, President



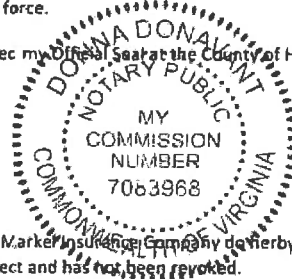
Markel Insurance Company

By:   
Robin Russo, Senior Vice President

Commonwealth of Virginia  
County of Henrico SS:

On this 7th day of December, 2021 A. D., before me, a Notary Public of the Commonwealth of Virginia, in and for the County of Henrico, duly commissioned and qualified, came THE ABOVE OFFICERS OF THE COMPANIES, to me personally known to be the individuals and officers described in, who executed the preceding instrument, and they acknowledged the execution of same, and being by me duly sworn, disposed and said that they are the officers of the said companies aforesaid, and that the seals affixed to the proceeding instrument are the Corporate Seals of said Companies, and the said Corporate Seals and their signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of the said companies, and that Resolutions adopted by the Board of Directors of said Companies referred to in the preceding instrument is now in force.

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



By:   
Donna Donavant, Notary Public  
My commission expires 1/31/2023

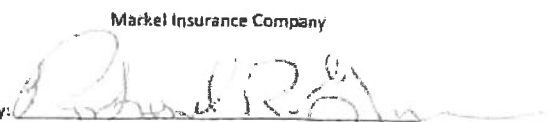
We, the undersigned Officers of SureTec Insurance Company and Markel Insurance Company do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, we have hereunto set our hands, and affixed the Seals of said Companies, on the 20th day of September, 2022.

SureTec Insurance Company

By:   
M. Brent Beatty, Assistant Secretary

Markel Insurance Company

By:   
Richard R. Grinnan, Vice President and Secretary



## ACKNOWLEDGMENT

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

State of California

County of San Diego)

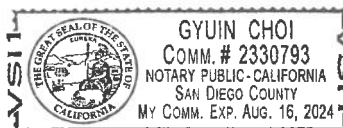
On sept. 27. 2022 before me, Gyuin Choi, Notary public  
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature  (Seal)



**CONTRACTOR'S CERTIFICATION OF PENDING ACTIONS**

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


CHECK ONE BOX ONLY.

- The undersigned certifies that within the past 10 years the Bidder has NOT been the subject of a complaint or pending action in a legal administrative proceeding alleging that Bidder discriminated against its employees, subcontractors, vendors or suppliers.
  
- The undersigned certifies that within the past 10 years the Bidder has been the subject of a complaint or pending action in a legal administrative proceeding alleging that Bidder discriminated against its employees, subcontractors, vendors or suppliers. A description of the status or resolution of that complaint, including any remedial action taken and the applicable dates is as follows:

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

Contractor Name: Ortiz Corporation

Certified By Marcelino E. Ortiz Title President

Name  
  
 Signature

Date 9-27-22

**USE ADDITIONAL FORMS AS NECESSARY**

## Mandatory Disclosure of Business Interests Form

### BIDDER/PROPOSER INFORMATION

Legal Name		DBA	
Ortiz Corporation			
Street Address	City	State	Zip
2000 McKinley Ave.	National City	CA	91950
Contact Person, Title		Phone	Fax
Marcelino E. Ortiz, President		619-434-7925	619-434-7931

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

\* The precise nature of the interest includes:

- I. the percentage ownership interest in a party to the transaction,
- II. 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,
- IV. any contingent interest in the transaction and the value of such interest should the contingency be satisfied, and any
- V. philanthropic, scientific, artistic, or property interest in the transaction.

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

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

Name	Title/Position
Marcelino E. Ortiz	President
City and State of Residence	Employer (if different than Bidder/Proposer)
Chula Vista, CA	
Interest in the transaction	
50% ownership interest	

Name	Title/Position
Teresa O. Ortiz	Secretary
City and State of Residence	Employer (if different than Bidder/Proposer)
Chula Vista, CA	
Interest in the transaction	
50% ownership interest	

### \* 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.

Marcelino E. Ortiz, President

Print Name, Title

*Marcelino E. Ortiz*      9-27-22

Signature

Date

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

**DEBARMENT AND SUSPENSION CERTIFICATION**  
**PRIME CONTRACTOR**  
**FAILURE TO COMPLETE AND SUBMIT AT TIME OF BID SHALL RENDER BID NON-RESPONSIVE**

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

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

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

NAME	TITLE
Marcelino E. Ortiz	President
Teresa O. Ortiz	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:

1. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal, State or local agency;
2. has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal, State or local agency within the past 3 years;
3. does not have a proposed debarment pending; and
4. 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: Ortiz Corporation

Certified By Marcelino E. Ortiz Title President

Name  
  
 Signature

Date 9-27-22

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



**DEBARMENT AND SUSPENSION CERTIFICATION**  
**SUBCONTRACTORS, SUPPLIERS AND MANUFACTURERS**  
**\*TO BE COMPLETED BY BIDDER\***  
**FAILURE TO COMPLETE AND SUBMIT AT TIME OF BID SHALL RENDER BID NON-RESPONSIVE**

Names of the Principal individual owner(s)

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

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

SUBCONTRACTOR                       SUPPLIER                       MANUFACTURER

NAME	TITLE
GLEN F. BULLOCK	PRESIDENT

SUBCONTRACTOR                       SUPPLIER                       MANUFACTURER

NAME	TITLE

SUBCONTRACTOR                       SUPPLIER                       MANUFACTURER

NAME	TITLE

SUBCONTRACTOR                       SUPPLIER                       MANUFACTURER

NAME	TITLE

Contractor Name: DICK MILLER INC.

Certified By JOHN MARTINEZ Title SR. ESTIMATOR

Name   
 Signature

Date 10/4/2022

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

**DEBARMENT AND SUSPENSION CERTIFICATION**  
**SUBCONTRACTORS, SUPPLIERS AND MANUFACTURERS**  
**\*TO BE COMPLETED BY BIDDER\***  
**FAILURE TO COMPLETE AND SUBMIT AT TIME OF BID SHALL RENDER BID NON-RESPONSIVE**

Names of the Principal individual owner(s)

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

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

SUBCONTRACTOR                       SUPPLIER                       MANUFACTURER

NAME	TITLE
Brandon Linton	President

SUBCONTRACTOR                       SUPPLIER                       MANUFACTURER

NAME	TITLE

SUBCONTRACTOR                       SUPPLIER                       MANUFACTURER

NAME	TITLE

SUBCONTRACTOR                       SUPPLIER                       MANUFACTURER

NAME	TITLE

Contractor Name: Loveless Linton

Certified By Marcelino E. Ortiz, Ortiz Corporation Title President

Name *Marcelino E Ortiz* Date 9-27-22  
 Signature

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

**DEBARMENT AND SUSPENSION CERTIFICATION**  
**SUBCONTRACTORS, SUPPLIERS AND MANUFACTURERS**  
**\*TO BE COMPLETED BY BIDDER\***  
**FAILURE TO COMPLETE AND SUBMIT AT TIME OF BID SHALL RENDER BID NON-RESPONSIVE**

Names of the Principal individual owner(s)

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

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

SUBCONTRACTOR                       SUPPLIER                       MANUFACTURER

NAME	TITLE
REBECCA LLEWELLYN	PRESIDENT

SUBCONTRACTOR                       SUPPLIER                       MANUFACTURER

NAME	TITLE

SUBCONTRACTOR                       SUPPLIER                       MANUFACTURER

NAME	TITLE

SUBCONTRACTOR                       SUPPLIER                       MANUFACTURER

NAME	TITLE

Contractor Name: \_\_\_\_\_

Certified By \_\_\_\_\_ Title \_\_\_\_\_

Name

\_\_\_\_\_ 

Signature

Date \_\_\_\_\_

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



**DEBARMENT AND SUSPENSION CERTIFICATION**  
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SUBCONTRACTOR                       SUPPLIER                       MANUFACTURER

NAME	TITLE
Stephen Concannon	President

SUBCONTRACTOR                       SUPPLIER                       MANUFACTURER

NAME	TITLE

SUBCONTRACTOR                       SUPPLIER                       MANUFACTURER

NAME	TITLE

SUBCONTRACTOR                       SUPPLIER                       MANUFACTURER

NAME	TITLE

Contractor Name: Pavement Recycling Systems

Certified By Marcelino E. Ortiz, Ortiz Corporation Title President

Name Marcelino E Ortiz Date 9-27-22  
 Signature

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

**DEBARMENT AND SUSPENSION CERTIFICATION**  
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SUBCONTRACTOR                       SUPPLIER                       MANUFACTURER

NAME	TITLE
Ryan Clark	President

SUBCONTRACTOR                       SUPPLIER                       MANUFACTURER

NAME	TITLE

SUBCONTRACTOR                       SUPPLIER                       MANUFACTURER

NAME	TITLE

SUBCONTRACTOR                       SUPPLIER                       MANUFACTURER

NAME	TITLE

Contractor Name: Southwest Traffic Signal Service

Certified By Marcelino E. Ortiz, Ortiz Corporation Title President

Name Marcelino E Ortiz Date 9-27-22  
 Signature

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

**DEBARMENT AND SUSPENSION CERTIFICATION**  
**SUBCONTRACTORS, SUPPLIERS AND MANUFACTURERS**  
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SUBCONTRACTOR                       SUPPLIER                       MANUFACTURER

NAME	TITLE
Roberto Tessada	President

SUBCONTRACTOR                       SUPPLIER                       MANUFACTURER

NAME	TITLE

SUBCONTRACTOR                       SUPPLIER                       MANUFACTURER

NAME	TITLE

SUBCONTRACTOR                       SUPPLIER                       MANUFACTURER

NAME	TITLE

Contractor Name: Terra West

Certified By Marcelino E. Ortiz, Ortiz Corporation Title President

Name Marcelino E Ortiz Date 9-27-22  
 Signature

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

# City of San Diego

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

## ADDENDUM A

**e - Bidding**



**FOR**

## FOOTHILL BLVD & LORING ST ROUNDABOUT

BID NO.: K-23-2120-DBB-3  
SAP NO. (WBS/IO/CC): B-18008  
CLIENT DEPARTMENT: 2116  
COUNCIL DISTRICT: 2  
PROJECT TYPE: ID, IM

### **BID DUE DATE:**

**2:00 PM  
OCTOBER 4, 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. BIDDER'S QUESTIONS**

Q1. Can you please include the type of pushbutton the City wants for the RRFB systems at the roundabout? Thank you!

A1. Please see section 700-4.7 of Supplementary Special Provisions for push button information. Caltrans Standard Plan ES-7A is also referenced on plans, sheet E-1 where push button assembly post is shown.

Q2. Will you accept Trafficalm RRFB as an approved equal for the Foothill Boulevard and Loring Street Roundabout job that bids on 10/4/22?

A2. Yes, the proposed Trafficalm RRFB are acceptable as approved equal, as long as they meet requirements per contract documentation (Supplementary Special Provisions, City of San Diego standard specifications and project plans). Per contract documentation RRFB need to have wired connection.

Rania Amen, Director  
Engineering & Capital Projects Department

Dated: *September 22, 2022*  
San Diego, California

RA/AP/nd

## Bid Results

### Bidder Details

**Vendor Name** ORTIZ CORPORATION  
**Address** 2000 McKinley Av  
National City, California 91950  
United States  
**Respondee** John Cady  
**Respondee Title** Sr. Estimator  
**Phone** 619-997-3801  
**Email** jonc@ortizcorporation.com  
**Vendor Type** PQUAL, CADIR, MBE, LAT  
**License #** 602454  
**CADIR** 1000001045

### Bid Detail

**Bid Format** Electronic  
**Submitted** 10/04/2022 1:13 PM (PDT)  
**Delivery Method**  
**Bid Responsive**  
**Bid Status** Submitted  
**Confirmation #** 304609

### Respondee Comment

### Buyer Comment

### Attachments

File Title	File Name	File Type
Debarment Subs Final.pdf	Debarment Subs Final.pdf	SUBS, SUPPLIERS, MANUF. - DEBARMENT AND SUSPENSION CERTIFICATION
Debarment & Suspension- Prime.pdf	Debarment & Suspension- Prime.pdf	PRIME - DEBARMENT AND SUSPENSION CERTIFICATION
Mandatory Disclosure of Business Interest Form.pdf	Mandatory Disclosure of Business Interest Form.pdf	MANDATORY DISCLOSURE OF BUSINESS INTERESTS FORM
Contractors Certification of Pending Actions.pdf	Contractors Certification of Pending Actions.pdf	CONTRACTOR'S CERTIFICATION OF PENDING ACTIONS
Executed Bid Bond.pdf	Executed Bid Bond.pdf	Bid Bond

## Subcontractors

Showing 5 Subcontractors

Name & Address	Desc	License Num	CADIR	Amount	Type
<b>Dick Miller Inc.</b> 930 Boardwalk, Suite H San Marcos, California 92078	Curb & Gutters, Gravity Retaining wall; median curbs, concrete driveways, truck apron, angular passageway; stamped concrete	380204	1000004547	\$602,182.10	CADIR, DVBE, SDVSB, SLBE, MALE, CAU, Local
<b>Loveless Linton, Inc. Archaeological</b> 1421 W. Lewis St San Diego, California 92103	Archeological, Native American monitoring & curation	N/A	1000047263	\$21,500.00	DBE, MBE, CADIR, SDB, MALE, NAT, Local
<b>Pavement Recycling Systems, Inc</b> 10240 San Sevaine Way Jurupa Valley, California 91752	Cold Mill AC Pavement	569352	1000003363	\$15,287.25	
<b>Payneco Specialties Inc</b> 120 North Second Ave Chula Vista, California 91910	Pavement Markings, Thermoplastic, striping	298637	1000003515	\$20,055.00	CAU, FEM, DBE, CADIR, SDB, WBE, WOSB, Local
<b>Southwest Traffic Signal Service, Inc</b> 9201 Isaac St Suite A Santee, California 92071	Bi-directional Crosswalk system, Meter Pedestal, PVC Conduit per City and SDG&E standards, pull box, light pole	451115	1000004265	\$142,178.50	DVBE, Local



## Line Items

Discount Terms No Discount

Item #	Item Code	Type	Item Description	UOM	QTY	Unit Price	Line Total	Response	Comment
Main Bid							\$1,784,505.00		
1	524126		Bonds (Payment and Performance)	LS	1	\$50,000.00	\$50,000.00	Yes	
2	541690		Archaeological and Native American Monitoring Program	LS	1	\$16,957.50	\$16,957.50	Yes	
3	541690		Archaeological and Native American Mitigation and Curation	LS	1	\$5,262.50	\$5,262.50	Yes	
4	237310		Mobilization	LS	1	\$15,000.00	\$15,000.00	Yes	
5			Field Orders (EOC Type II)	AL	1	\$90,000.00	\$90,000.00	Yes	
6	237110		Modular Wetland or Equal	LS	1	\$38,470.00	\$38,470.00	Yes	
7	238220		Water Meter Relocation	LS	1	\$8,000.00	\$8,000.00	Yes	
8	238910		Clearing and Grubbing	LS	1	\$7,500.00	\$7,500.00	Yes	
9	238110		Gravity Retaining Wall	SF	145	\$80.00	\$11,600.00	Yes	
10	237310		Asphalt Concrete	TON	320	\$350.00	\$112,000.00	Yes	
11	238910		Concrete Pavement (8 Inch Thick)	CY	245	\$415.00	\$101,675.00	Yes	
12	237110		Curb Inlet (Type B)	EA	3	\$5,500.00	\$16,500.00	Yes	
13	237110		Curb Inlet (Type A) and (Mod)	EA	3	\$5,500.00	\$16,500.00	Yes	
14	237110		Storm Drain Clean Out (Type A)	EA	4	\$3,500.00	\$14,000.00	Yes	
15	237310		Remove and Replace Existing Sidewalk	SF	2300	\$11.75	\$27,025.00	Yes	
16	237310		Curb and Gutter (6 Inch Curb, Type G)	LF	1050	\$51.00	\$53,550.00	Yes	
17	237310		Curb and Gutter (3 Inch Curb)	LF	320	\$58.00	\$18,560.00	Yes	
18	237310		Median Curb and Gutter (Type B-2)	LF	610	\$44.50	\$27,145.00	Yes	
19	237310		Median Curb and Gutter (Type B-1)	LF	140	\$44.50	\$6,230.00	Yes	
20	237310		Concrete Driveway (Contiguous)	SF	550	\$21.43	\$11,786.50	Yes	
21	237310		Concrete Driveway (Non-Contiguous)	SF	1570	\$21.43	\$33,645.10	Yes	
22	237310		Concrete Truck Apron	SF	3670	\$19.00	\$69,730.00	Yes	
23	237310		6 Inch Wide Monolithic Retaining Curb	LF	32	\$24.00	\$768.00	Yes	
24	237310		Curb Ramp (Type A, Type A Mod) with Detectable Warning Tiles	EA	4	\$4,275.00	\$17,100.00	Yes	
25	237310		Curb Ramp (Type C1) with Stainless Steel Detectable Warning Tiles	EA	2	\$4,520.00	\$9,040.00	Yes	
26	237310		Curb Ramp Modified (Type A, Per [Sheet C-8]) with Detectable Warning Tiles	EA	2	\$4,555.00	\$9,110.00	Yes	
27	237310		Angular Passageway with Detectable Warning Tiles	EA	3	\$8,300.00	\$24,900.00	Yes	
28	237310		Stamped Colored Concrete Pavement	SF	9130	\$20.74	\$189,356.20	Yes	
29	237110		Removal or Abandonment of Existing Water Facilities	LF	10	\$100.00	\$1,000.00	Yes	
30	237110		Abandon and Fill Existing Water Main Outside of the Trench Limit	LF	12	\$150.00	\$1,800.00	Yes	
31	237110		Abandon and Fill Existing Sewer Main (8 Inch) Outside of the Trench Limit	LF	12	\$150.00	\$1,800.00	Yes	
32	237110		Handling and Disposal of Non-Friable Asbestos Material	LF	24	\$15.00	\$360.00	Yes	
33	237110		Storm Drain (8 Inch, RCP)	LF	18	\$250.00	\$4,500.00	Yes	
34	237110		Storm Drain (18 Inch, RCP)	LF	432	\$600.00	\$259,200.00	Yes	
35	237110		Storm Drain (30 Inch, RCP)	LF	213	\$850.00	\$181,050.00	Yes	
36	237110		Storm Drain (36 Inch, RCP)	LF	26	\$1,500.00	\$39,000.00	Yes	
37	237110		Water Main (12 Inch)	LF	15	\$600.00	\$9,000.00	Yes	
38	237110		Water Main (16 Inch)	LF	15	\$900.00	\$13,500.00	Yes	
39	237310		Removal of Traffic Striping and Curb Markings	LF	240	\$6.50	\$1,560.00	Yes	
40	237310		Removal of Pavement Markings	LF	1	\$1.80	\$1.80	Yes	
41	237310		Removal of Pavement Markers	EA	1	\$2.95	\$2.95	Yes	
42	237310		Thermoplastic Traffic Striping	LF	2000	\$1.84	\$3,680.00	Yes	
43	237310		Continental Crosswalks	SF	1200	\$3.50	\$4,200.00	Yes	
44	237310		Thermoplastic Pavement Markings	LS	1	\$1,720.00	\$1,720.00	Yes	
45	237110		Potholing Existing Utilities Not Shown on Plans (Depth up to 7 feet)	EA	5	\$2,000.00	\$10,000.00	Yes	
46	237110		Adjust Existing Manhole Frame and Cover to Grade	EA	5	\$1,500.00	\$7,500.00	Yes	
47	237310		Adjust Existing Gate Valve Frame and Cover to Grade	EA	5	\$1,200.00	\$6,000.00	Yes	
48	237310		Adjust Existing Survey Monument to Grade	EA	4	\$2,500.00	\$10,000.00	Yes	
49	237310		Adjust Existing Water Meter to Grade	EA	2	\$1,500.00	\$3,000.00	Yes	

Item #	Item Code	Type	Item Description	UOM	QTY	Unit Price	Line Total	Response	Comment
50	237310		Adjust Existing Electrical Pull Box to Grade	EA	1	\$938.14	\$938.14	Yes	
51	237310		Cold Mill AC Pavement (> 1½ Inch - 3 Inch)	SF	16350	\$1.00	\$16,350.00	Yes	
52	237310		Traffic Control	LS	1	\$5,000.00	\$5,000.00	Yes	
53	238210		Bi-Directional RRFB Crosswalk System	EA	8	\$9,486.26	\$75,890.08	Yes	
54	238210		Type III Meter Pedestal	EA	1	\$12,915.00	\$12,915.00	Yes	
55	238210		SDG&E Service Orders	LS	1	\$2,500.00	\$2,500.00	Yes	
56	238210		3 Inch PVC Conduit Per SDG&E Standards	LF	550	\$81.14	\$44,627.00	Yes	
57	238210		3 Inch PVC Conduit Per City Standards	LF	20	\$75.79	\$1,515.80	Yes	
58	238210		#3 1/2 Pull Box	EA	8	\$1,209.40	\$9,675.20	Yes	
59	238210		Remove and Reinstall Existing Light Pole	EA	1	\$3,723.23	\$3,723.23	Yes	
60	561730		Relocate Irrigation System	LS	1	\$3,500.00	\$3,500.00	Yes	
61	561730		Root Pruning and Crown Reduction	EA	1	\$500.00	\$500.00	Yes	
62	561730		Root Barrier	EA	1	\$500.00	\$500.00	Yes	
63	237110		Connections to the Existing System by Contractor (8 Inch through 12 Inch)	EA	2	\$1,750.00	\$3,500.00	Yes	
64	237110		Connections to the Existing System by Contractor (16 Inch)	EA	2	\$7,500.00	\$15,000.00	Yes	
65	237110		Cut and Plug by Contractor	EA	4	\$2,300.00	\$9,200.00	Yes	
66	237110		Relocate Fire Hydrant	EA	1	\$1,000.00	\$1,000.00	Yes	
67	238990		Removal of Existing Sign	EA	1	\$375.00	\$375.00	Yes	
68	238990		Install New Sign and Post	EA	28	\$420.00	\$11,760.00	Yes	
69	541330		WPCP Development	LS	1	\$750.00	\$750.00	Yes	
70	237310		WPCP Implementation	LS	1	\$5,000.00	\$5,000.00	Yes	

## Line Item Subtotals

Section Title	Line Total
Main Bid	\$1,784,505.00
Grand Total	\$1,784,505.00