


ENGINEER OF WORK

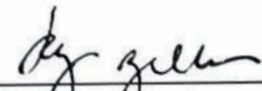
The engineering Specifications and Special Provisions contained herein have been prepared by or under the direction of the following Registered Engineers:

1) 
For City Engineer

02/02/2023
Date

Seal:



2) 
Registered Engineer
Clairemont Mesa East Improv 2 Plans 42047-45-D through 42047-57-D

02/02/2023
Date

Seal:

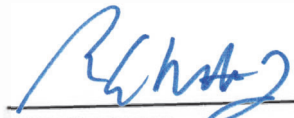


3) 
City Engineer
Clairemont Mesa East Improvements 2 Traffic Control Plans 42047-T1-D through 42047-T34-D

2/2/2023
Date

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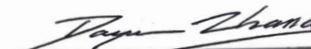


4) 
City Engineer
Clairemont Mesa East Improv 2 (BL) Striping and Signage Improvement Plans 0100483-1-D through 0100483-9-D and the associated specifications.

02/02/2023
Date

Seal:



5) 
For City Engineer
Traffic Signal Upgrades Citywide Plans 40451-1-D and 40451-4-D and the associated specifications.

2/2/2023
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.	List of Subcontractors for Alternate Items	At Time of Bid	ALL BIDDERS
4.	Mandatory Disclosure of Business Interests	At Time of Bid	ALL BIDDERS
5.	Debarment and Suspension Certification for Prime Contractors	At Time of Bid	ALL BIDDERS
6.	Debarment and Suspension Certification for Subcontractors, Suppliers & Mfgs	At Time of Bid	ALL BIDDERS
7.	Bid Bond (Original)	By 5PM 1 working day after bid opening	ALL BIDDERS
8.	SLBE Good Faith Effort Documentation	By 5 PM 3 working days after bid opening	ALL BIDDERS
9.	Form AA60 – List of Work Made Available	By 5 PM 3 working days after bid opening with Good Faith Effort (GFE) documentation	ALL BIDDERS
10.	Phased Funding Schedule Agreement	Within 10 working days of the Notice of Intent to Award	AWARDED BIDDER
11.	If the Contractor is a Joint Venture: <ul style="list-style-type: none"> • Joint Venture Agreement • Joint Venture License 	Within 10 working days of receipt by bidder of contract forms	AWARDED BIDDER

ITEM	DOCUMENT TO BE SUBMITTED	WHEN DUE	FROM
12.	Payment & Performance Bond: Certificates of Insurance & Endorsements	Within 10 working days of receipt by bidder of contract forms and NOI	AWARDED BIDDER
13.	Signed Contract Agreement Page	Within 3 working days of receipt by bidder of Contract Agreement	AWARDED BIDDER
14.	Listing of "Other Than First Tier" Subcontractors	Within 10 working days of receipt by bidder of contract forms	AWARDED BIDDER

NOTICE INVITING BIDS

1. **SUMMARY OF WORK:** This is the City of San Diego's (City) solicitation process to acquire Construction services for **Clairemont Mesa East Improv 2**. 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 **\$13,100,000**.
4. **BID DUE DATE AND TIME ARE: March 30, 2023 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 or C-34**.
7. **SUBCONTRACTING PARTICIPATION PERCENTAGES:** Subcontracting participation percentages apply to this contract.
 - 7.1. The City has incorporated **mandatory** SLBE-ELBE subcontractor participation percentages to enhance competition and maximize subcontracting opportunities. For the purpose of achieving the mandatory subcontractor participation percentages, a recommended breakdown of the SLBE and ELBE subcontractor participation percentages based upon certified SLBE and ELBE firms has also been provided to achieve the mandatory subcontractor participation percentages:

1. SLBE participation	9.2%
2. ELBE participation	13.1%
3. Total mandatory participation	22.3%
 - 7.2. The Bid may be declared non-responsive if the Bidder fails to meet the following requirements:
 - 7.2.1. Include SLBE-ELBE certified subcontractors at the overall mandatory participation percentage identified in this document; OR
 - 7.2.2. Submit Good Faith Effort (GFE) documentation, saved in searchable Portable Document Format (PDF), demonstrating the Bidder made a good faith effort to conduct outreach to and include SLBE-ELBE Subcontractors as required in this solicitation by 5 PM 3 Working Days after the Bid opening if the overall mandatory participation percentage is not met.

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

8. AWARD PROCESS:

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

9. SUBMISSION OF QUESTIONS:

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

RRiego@sandiego.gov

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

- 10. PHASED FUNDING:** This contract may be subject to Phased Funding, for Conditions, see Attachment B.

11. ADDITIVE/DEDUCTIVE ALTERNATES:

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

INSTRUCTIONS TO BIDDERS

1. PREQUALIFICATION OF CONTRACTORS:

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

<http://www.sandiego.gov/cip/bidopps/prequalification>
- 1.5. Due to the City's responsibility to protect the confidentiality of the contractors' information, City staff will not be able to provide information regarding contractors' prequalification status over the telephone. Contractors may access real-time information about their prequalification status via their vendor profile on [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, EOCB compliance and other issues. The City may require any Bidder to furnish statement of experience, financial responsibility, technical ability, equipment, and references.
- 2.6. **RECAPITULATION OF THE WORK.** Bids shall not contain any recapitulation of the Work. Conditional Bids may be rejected as being non-responsive. Alternative proposals will not be considered unless called for.

2.7. BIDS MAY BE WITHDRAWN by the Bidder only up to the bid due date and time.

2.7.1. Important Note: Submission of the electronic bid into the system may not be instantaneous. Due to the speed and capabilities of the user's internet service provider (ISP), bandwidth, computer hardware and other variables, it may take time for the bidder's submission to upload and be received by the City's eBidding system. It is the bidder's sole responsibility to ensure their bids are received on time by the City's eBidding system. The City of San Diego is not responsible for bids that do not arrive by the required date and time.

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

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

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

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

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

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

12.3. LISTING OF SUBCONTRACTORS OR SUPPLIERS FOR ALTERNATES. For subcontractors or suppliers to be used on alternate items, bidder shall use the provided **“Subcontractors For Alternates”** form and shall indicate for each alternate subcontract whether it is an additive or deductive alternate; the subcontractor's name, location, phone number, email address, CA license number, and DIR registration number; whether the subcontractor is a designer, constructor or supplier; the type of work the subcontractor will be performing; and the dollar value of the subcontract for that alternate item. Failure to comply with this requirement may result in the bid being rejected as nonresponsive and ineligible for award.

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, 1 working day 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, 1 working day after the bid opening date shall cause the bid to be rejected and deemed **non-responsive**.

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.

- 22.4.** Pursuant to the San Diego City Charter section 94, the City may only award a public works contract to the lowest responsible and reliable Bidder. The City will require the Apparent Low Bidder to (i) submit information to determine the Bidder's responsibility and reliability, (ii) execute the Contract in form provided by the City, and (iii) furnish good and approved bonds and insurance certificates specified by the City within 14 Days, unless otherwise approved by the City, in writing after the Bidder receives notification from the City, designating the Bidder as the Apparent Low Bidder and formally requesting the above mentioned items.
- 22.5.** The award of the Contract is contingent upon the satisfactory completion of the above-mentioned items and becomes effective upon the signing of the Contract by the Mayor or designee and approval as to form by the City Attorney's Office. If the Apparent Low Bidder does not execute the Contract or submit required documents and information, the City may award the Contract to the next lowest responsible and reliable Bidder who shall fulfill every condition precedent to award. A corporation designated as the Apparent Low Bidder shall furnish evidence of its corporate existence and evidence that the officer signing the Contract and bond for the corporation is duly authorized to do so.
- 23. EXAMINATION OF PLANS, SPECIFICATIONS, AND SITE OF WORK:** The Bidder shall examine carefully the Project Site, the Plans and Specifications, other materials as described in the Special Provisions, Section 3-9, "TECHNICAL STUDIES AND SUBSURFACE DATA", and the proposal forms (e.g., Bidding Documents). The submission of a Bid shall be conclusive evidence that the Bidder has investigated and is satisfied as to the conditions to be encountered, as to the character, quality, and scope of work, the quantities of materials to be furnished, and as to the requirements of the Bidding Documents Proposal, Plans, and Specifications.
- 24. CITY STANDARD PROVISIONS:** This contract is subject to the following standard provisions. See The WHITEBOOK for details.
- 24.1.** The City of San Diego Resolution No. R-277952 adopted on May 20, 1991 for a Drug-Free Workplace.
- 24.2.** The City of San Diego Resolution No. R-282153 adopted on June 14, 1993 related to the Americans with Disabilities Act.
- 24.3.** The City of San Diego Municipal Code §22.3004 for Contractor Standards.
- 24.4.** The City of San Diego's Labor Compliance Program and the State of California Labor Code §§1771.5(b) and 1776.
- 24.5.** Sections 1777.5, 1777.6, and 1777.7 of the State of California Labor Code concerning the employment of apprentices by contractors and subcontractors performing public works contracts.

24.6. The City's Equal Benefits Ordinance (EBO), Chapter 2, Article 2, Division 43 of The San Diego Municipal Code (SDMC).

24.7. The City's Information Security Policy (ISP) as defined in the City's Administrative Regulation 90.63.

25. PRE-AWARD ACTIVITIES:

25.1. The contractor selected by the City to execute a contract for this Work shall submit the required documentation as specified 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:

TC Construction Company, Inc. _____, a corporation, as principal, and Liberty Mutual 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 **Fourteen Million Eight Hundred Five Thousand One Hundred Seventy Six Dollars and Four Cents (\$14,805,176.04)** for the faithful performance of the annexed contract, and in the sum of **Fourteen Million Eight Hundred Five Thousand One Hundred Seventy Six Dollars and Four Cents (\$14,805,176.04)** 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

By: 

Print Name: Claudia C. Abarca
Director
Purchasing & Contracting Department

Date: June 8, 2023

APPROVED AS TO FORM

Mara W. Elliott, City Attorney

By: 

Print Name: Frank Ahn
Deputy City Attorney

Date: 6/27/23

CONTRACTOR TC CONSTRUCTION COMPANY, INC.

By: 

Print Name: Austin Cameron
President

Date: 4/26/23

SURETY Liberty Mutual Insurance Company

By: 
Attorney-In-Fact

Print Name: Tara Bacon

Date: April 24, 2023

790 The City Drive South, Suite 200, Orange, CA 92868
Local Address of Surety

(800) 763-9268
Local Phone Number of Surety

\$83,826.00* *Subject to adjustment based on final contract price
Premium

024268349
Bond Number

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 April 26, 2023 before me, Sandra Weeks, Notary Public

Date Here Insert Name and Title of the Officer

personally appeared Austin Cameron
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.

Signature Sandra Weeks
Signature of Notary Public

Place Notary Seal and/or Stamp Above

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: Faithful Performance Bond and labor and material bonds

Document Date: _____ Number of Pages: bond

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: _____

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.

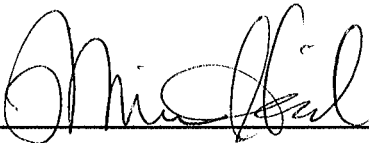
State of California
County of San Diego)

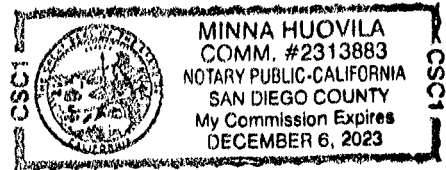
On April 24, 2023 before me, Minna Huovila, Notary Public
(insert name and title of the officer)

personally appeared Tara Bacon,
who proved to me on the basis of satisfactory 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)





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

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

Certificate No: 8206895-024019

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Christopher Conte; Dale G. Harshaw; Geoffrey Shelton; Janice Martin; John R. Qualin; Lawrence F. McMahon; Lilia De Loera; Minna Huovila; Natassia Kirk-Smith; Ryan Warnock; Sarah Myers; Tara Bacon

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

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 8th day of December, 2021.



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

By: David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 8th day of December, 2021 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

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



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1128044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella, Notary Public

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

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

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

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

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 24th day of April, 2023.



By: Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

ATTACHMENTS

ATTACHMENT A
SCOPE OF WORK

SCOPE OF WORK

1. **SCOPE OF WORK:** Construction of Clairemont Mesa East Improv 2 (water and sewer) consists of the installation of approximately 15,755 LF (2.98 miles) 8-inch, 12-inch, and 16-inch water mains and the installation of approximately 1,013 LF (0.19 miles) 8-inch sewer mains, including all associated water services, fire hydrants, laterals, manholes, curb ramps, traffic control, trench restoration, pavement resurfacing, and all other work and appurtenances in accordance with these specifications.
 - 1.1. The Work shall be performed in accordance with:
 - 1.1.1. The Notice Inviting Bids and Construction Plans numbered **42047-01-D** through **42047-60-D**, Traffic Control Plans numbered **42047-T1-D** to **42047-T34-D**, Signage and Striping Improvement Plans (for Bike Lane) numbered **0100483-1-D** through **0100483-9-D**, and Traffic Signal Upgrades Citywide Plans numbered **40451-1-D** and **40451-4-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 **491 Working Days**.

ATTACHMENT B
PHASED FUNDING PROVISIONS

PHASED FUNDING PROVISIONS

1. PRE-AWARD

1.1. Within 10 Working Days of the Notice of Intent to Award, the Contractor must contact the Project Manager to discuss fund availability for each phase and shall also submit the following:

1.1.1. Construction Cost Loaded Schedule in accordance with 6-1, "CONSTRUCTION SCHEDULE AND COMMENCEMENT OF THE WORK" and 7-3, "PAYMENT."

1.2. Contractor's failure to perform any of the following may result cancelling the award of the Contract:

1.2.1. Meeting with the City's Project Manager to discuss the Phased Funding Schedule.

1.2.2. Agreeing to a Phased Funding Schedule within **thirty** days of meeting with the City's Project Manager.

2. POST-AWARD

2.1. Do not start any construction activities for the next phase until the Notice to Proceed (NTP) has been issued by the City. The City will issue a separate NTP for each phase.

2.2. The City may issue the NTP for a subsequent phase before the completion of the preceding phase.

PHASED FUNDING SCHEDULE AGREEMENT

BID NUMBER: K-23-2158-DBB-3 _____

CONTRACT OR TASK TITLE: Clairemont Mesa East Improv 2 _____

CONTRACTOR: TC Construction Company, Inc _____

Funding Phase	Phase Description	Phase Start	Phase Finish	Not-to-Exceed Amount
1	<p>Installation of approximately 1,013 LF (0.19 miles) 8-inch sewer mains, including all, laterals, manholes, traffic control, trench restoration, pavement resurfacing, and all other work and appurtenances. (Sheet 42047-03-D to Sheet 42047-04-D)</p> <p>Installation of approximately 2,852 LF (0.54 miles) of 12-inch water main, including all associated water services, fire hydrants, laterals, traffic control, trench restoration, pavement resurfacing, and all other work and appurtenances. (Sheet 42047-05-D to Sheet 42047-08-D)</p>	NTP	10/31/2023	<p>\$784,275.54 (Sewer)</p> <p>\$2,626,672.27 (Water)</p> <p>Phase 1 Total = \$3,410,947.81</p>
2	<p>Installation of approximately 8,591 LF (1.63 miles) of 8-inch, 12-inch water main, including all associated water services, fire hydrants, laterals, traffic control, trench restoration, pavement resurfacing, and all other work and appurtenances. (Sheet 42047-9-D to Sheet 42047-20-D and Sheet 42047-27-D to Sheet 42047-30-D)</p>	11/1/2023	10/31/2024	<p>\$6,274,884.08 (Water)</p>

	Additive Alternate D and E – Pavement Resurfacing (Paving Alternate is \$877,820.88 of which \$846,829.01 will be paid by Transportation Department and \$30,991.87 to be paid by PUD.)			\$29,132.36 (Water Paving) \$1,859.51 (Sewer Paving) \$846,826.01 (TD Paving)
	Installation of Additive Alternate G – TRAFFIC SIGNAL UPGRADES CITYWIDE at Clairemont Mesa Bl & Diane Av (Sheet 40451-1-D and 40451-4-D)			\$374,970.00 (Signal Mod IO#) Phase 2 Total = \$7,527,671.96
3	Installation of approximately 4,649 LF (0.88 miles) of 8-inch, 12-inch, 16-inch water mains, including all associated water services, fire hydrants, laterals, curb ramps, traffic control, trench restoration, pavement resurfacing, and all other work and appurtenances. (Sheet 42047-21-D to Sheet 42047-26-D) Installation of Additive Alternate F – CLAIREMONT MESA EAST IMPROV 2 (BL) STRIPING AND SIGNAGE IMPROVEMENT (Sheet 0100483-1-D through 0100483-9-D)	11/1/2024	NOC	\$3,677,341.17 (Water) \$189,215.10 (TD Cycle Tracks) Phase 3 Total = \$3,866,556.27
Contract Total				Ph 1 = \$3,410,947.81 Ph 2 = \$7,527,671.96 Ph 3 = \$3,866,556.27 Total = \$14,805,176.04

Notes:

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

CITY OF SAN DIEGO

CONTRACTOR

PRINT NAME: Yoftahe Ghiliamichael
Construction Senior Engineer

PRINT NAME: Austin Cameron

Signature: 

Title: President

Date: 5/4/2023

Signature: 

Date: 5/4/2023

PRINT NAME: Jaime A. Ramos
Design Senior Engineer

Signature: 

Date: 05/04/2023

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 its 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 its 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 10th day of the subsequent month. Incomplete and/or delinquent reporting may cause payment delays, non-payment of invoices, or both.
4. The records maintained under item 1, described above, shall be consolidated into a Final Summary Report, certified as correct by an authorized representative of the Contractor. The Final Summary Report shall include all subcontracting activities and be sent to the EOCP Program Manager prior to Acceptance. Failure to comply may result in assessment of liquidated damages or withholding of retention. The City will review and verify 100% of subcontract participation reported in the Final Summary Report prior to approval and release of final retention to you. In the event your Subcontractors are owed money for completed Work, the City may authorize payment to subcontractor via a joint check from the withheld retention.

EQUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP)

SECTION B - SLBE-ELBE SUBCONTRACTING REQUIREMENTS

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

A. GENERAL.

1. It is the City's policy to encourage greater availability, capacity development, and contract participation by SLBE and ELBE firms in City contracts. This policy is, in part, intended to further the City's compelling interest to stimulate economic development through the support and empowerment of the local community, ensure that it is neither an active nor passive participant in marketplace discrimination, and promote equal opportunity for all segments of the contracting community.
2. The City is committed to maximizing subcontracting opportunities for all qualified and available firms.
3. This policy applies to City-funded construction contracts. Bidders shall be fully informed of this policy as set forth in these specifications. Mandatory or voluntary subcontracting percentages, Bid Discounts, and restricted competitions are specified in the Contract Documents.
4. You shall make subcontracting opportunities available to a broad base of qualified Subcontractors and shall achieve the minimum SLBE-ELBE Subcontractor participation identified for your project.
5. Failure to subcontract the specified minimum (mandatory) percentages of the Bid to qualified available SLBE-ELBE Subcontractors will cause a Bid to be rejected as non-responsive unless the Bidder has demonstrated compliance with the affirmative steps as specified in the City's document titled "Small Local Business (SLBE) Program, INSTRUCTIONS FOR BIDDERS COMPLETING THE GOOD FAITH EFFORT SUBMITTAL" and has submitted documentation showing that all required positive efforts were made prior to the Bid submittal due date. The required Good Faith Effort (GFE) documentation shall be submitted to the Contract Specialist. The instructions for completing the good faith effort submittal can be found on the City's website:
<https://www.sandiego.gov/sites/default/files/legacy/eoc/pdf/slbegeinst.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 1st tier SLBE–ELBE Subcontractors will be recognized as participants in the Contract according to the following criteria:
 - a) For credit to be allowed toward a respective participation level, all listed SLBE-ELBE firms shall have been certified by the Bid due date.
 - b) The Subcontractor shall perform a commercially useful function for credit to be allowed toward subcontractor participation levels. The Subcontractor shall be required by you to be responsible for the execution of a distinct element of the Work and shall carry out its responsibility by actually performing and supervising its own workforce.
 - c) If the Bidder is seeking the recognition of materials, supplies, or both towards achieving any mandatory subcontracting participation level, the Bidder shall indicate on Form AA40 – Named Equipment/Material Supplier List with the Bid the following:
 - i. If the materials or supplies are obtained from a SLBE-ELBE manufacturer, the Bidder will receive 100% of the cost of the materials or supplies toward SLBE participation. For the purposes of counting SLBE-ELBE participation, a manufacturer is a firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the Contract and of the general character described by the specifications.

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

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

D. SLBE-ELBE SUBCONTRACTOR PARTICIPATION PERCENTAGES.

1. Contracts valued at \$1,500,000 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 \$1,000,000 and under \$1,500,000 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 \$500,000 up to \$1,000,000 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 \$500,000 and below will also be considered Minor Public Works Contracts and will be awarded through a competitive bid process open only to City certified ELBEs unless there are less than 2 firms available at which it will be awarded through a competitive process open only to the City certified SLBE-ELBE firms. If there are no bidders or no responsible bidders, the Contract will be made available to all Bidders and subject to requirements listed in items 1 and 2 for Major Public Works Contracts above.

E. JOINT VENTURES.

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

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

F. MAINTAINING PARTICIPATION LEVELS.

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

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

G. SUBCONTRACTING EFFORTS REVIEW AND EVALUATION.

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

H. GOOD FAITH EFFORT DOCUMENTATION.

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>
-

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.

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

- 1-2 TERMS AND DEFINITIONS.** To the "WHITEBOOK", item 55, "Normal Working Hours", DELETE in its entirety and SUBSTITUTE with the following:

Normal Working Hours: Normal Working Hours shall be **9:30 AM to 5:00 PM**, Monday through Friday, inclusive. Saturdays, Sundays, and City Holidays are excluded. Unless otherwise specified on the Traffic Control Plans **42047-T1-D to 42047-T34-D**.

SECTION 2 - SCOPE OF THE WORK

- 2-2.2 Caltrans Encroachment Permit.** To the "WHITEBOOK", item 1, DELETE in its entirety and SUBSTITUTE with the following:

1. You shall apply and obtain the Caltrans Encroachment Permit.
 - a) You shall pay for and secure the permit prior to construction.
 - b) You shall arrange and pay for inspection as required by Caltrans.

- 2-2.3 Payment.** To the "WHITEBOOK", item 2, DELETE in its entirety and SUBSTITUTE with the following:

2. The payment for applying and obtaining the Caltrans Encroachment Permit shall be included in the Allowance Bid item for "**Caltrans Encroachment Permit Submittal**" and shall include preparing plans and addressing Caltrans comments.

SECTION 3 – CONTROL OF THE WORK

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 - Sample Contractor’s Daily Quality Control Inspection Report.**

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

5. In preparation of the Contract Documents, the designer has relied upon the following reports of explorations and tests at the Work Site:
 - a) Phase II Environmental Site Assessment, dated Aug. 26, 2022, by Allied Geotechnical Engineers, Inc.
 - b) Clairemont Mesa East Improvements Potholing Report, dated Feb. 16, 2022, by Airx Utility Surveyors, Inc.
6. The reports listed above are available for review at the following link:

https://drive.google.com/drive/folders/1LSNcHByQSIJH ABeit bCSpNNi4bJC?usp=share_link

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 Clairemont Mesa East Improv 2, See **Appendix F – Adjacent Projects Map** for the approximate location. Coordinate the Work with the adjacent projects as listed below:
 - a) Morena Conveyance Middle, Reyhaneh Martin, 858-243-5036
 - b) Pipeline Rehabilitation BB-1, Jaime Ramos, 619-533-5103

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 6 of Section 5-4.1.

5-4.9 **Excess Insurance.** Policies providing excess coverage shall follow the form of the primary policy or policies, including, all endorsements.

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

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

ADD:

5-10.3.2 **Weekly Updates Recipients.**

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

Jaime Ramos-Banuelos, Senior Engineer, jramosbanuel@san diego.gov

Pedro Melo Rodriguez, Associate Engineer, pmelordrigu@san diego.gov

Scott Sanfilippo, Project Engineer, ssanfilippo@san diego.gov

Resident Engineer, TBA, XXX@san diego.gov

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.

ADD:

6-6.1.1 Environmental Document.

1. The City of San Diego has prepared an **Addendum to Mitigated Negative Declaration** for **Clairemont Mesa East 2 (Clairemont Mesa East Improv 2)**, Project No. **686521**, an **Environmental Determination** for **Clairemont East Improv 2 BL**, and a **Notice of Exemption** for **Traffic Signal Upgrades Citywide FY 14**, Project No./WBS No. **B-14048.02.06**, as referenced in the **Appendix A**. You shall comply with all requirements of the **Addendum Mitigated Negative Declaration, Environmental Determination** and **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

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

5. This Contract **is not** subject to the provisions of the "WHITEBOOK" for Compensation Adjustments for Price Index Fluctuations for paving asphalt.

SECTION 209 – PRESSURE PIPE

209-7.2 Requirements. To the "GREENBOOK" DELETE the following:

Table 209-7.2 DELETE "or Polywrap" from "Type" Column.

SECTION 303 - CONCRETE AND MASONRY CONSTRUCTION

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

6. Items " Additional Sidewalk" and "Additional Curb" are not to be used for the final sidewalk and curb restoration from sewer laterals improvements and/or water services/hydrants improvements. Final restorations for impacted sidewalk panels and curb are to be included as part of the pipeline improvements items.

SECTION 306 – OPEN TRENCH CONDUIT CONSTRUCTION

ADD:

306-1.1

High-line Phasing.

1. Build the Project in accordance with the water high-lining phasing shown on the Plans and in phases as follows:
 - a) Phase I: Sheets C-3, C-4, C-5, and C-6
 - b) Phase II: Sheets C-7 and C-8
 - c) Phase III: Sheets C-9, C-10, and C-11Phase III:
 - d) Phase IV: Sheets C-12, C-13, C-14, C-15, C-16, and C-28
 - e) Phase V: Sheet C-17
 - f) Phase VI: Sheets C-18 and C-19
 - g) Phase VII: Sheets C-19, C-20, and C-21
 - h) Phase VIII: Sheets C-21 and C-22
 - i) Phase IX: Sheets C-22 and C-23
 - j) Phase X: Sheets C-24 and C-25
 - k) Phase XI: Sheet C-26
 - l) Phase XII: Sheets C-26 and C-27

306-7.8.2.1

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

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

306-15.1

General. To the "WHITEBOOK", item 1, ADD the following:

- q) Replacement of disturbed sidewalk, curb, gutter, median curb, and median gutter shall be included in the Bid items for "**Water Main**".

306-15.8

Pipeline Appurtenances. To the "WHITEBOOK", ADD the following:

10. The payment for replacing disturbed sidewalk, curb, gutter, median curb, and median gutter shall be included in the in the Bid items for "**Water Service**", "**Blow-off Valves**", "**Air and Vacuum Valves**", "**Fire Services**", and "**Fire Hydrants**".

SECTION 402 – UTILITIES

402-2 PROTECTION. To the “WHITEBOOK”, item 2, ADD the following:

- g) Refer to **Appendix K - 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 **10 Working Days** prior to excavating within 10 feet of SDG&E Underground High Voltage Transmission Power Lines (69 KV and higher).

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

ADD:

601-3.6.1 Flexible Delineators.

1. Shur-Tite UFlex 28” White delineators and surface mount base or approved equal shall be installed as shown on the Bike Lane Plans 0100483-1-D thru 0100483-9-D.
2. Shur-Tite Shur-Curb Traffic Separator with 28” White delineator or approved equal shall be installed as shown on the Bike Lane Plans 0100483-1-D thru 0100483-9-D.
3. Delineators shall be placed and installed at location as specified in the the Bike Lane Plans 0100483-1-D thru 0100483-9-D.

601-7 PAYMENT. To the “WHITEBOOK”, ADD the following:

6. Payment for all work, material, labor, costs, and time associated with the installation of flexible delineators and surface mount base in accordance with 601-3.6.1 shall be made under the bid item of **“Channelizer (Shur Tite Uflex Curb with 28” Flex Post Or Approved Equal)”** for each delineator installed.

SECTION 701 – CONSTRUCTION

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

- u) The payment for furnishing and installing (1) the pole foundation and base plate, (2) the conduit from the adjacent pull box into the pole foundation, (3) the signal pole, (4) the signal mast arm, and (5) the luminaire mast arm, and (6) surface restoration, shall be included in the following Bid items:
 - i. **“Type 19-3-100 Pole and Foundation with 30' Signal Mast Arm”**
 - ii. **“Type 18-3-100 Pole and Foundation with 30' Signal Mast Arm”**

- v) The payment for furnishing and installing (1) the pole foundation and base plate, (2) the conduit from the adjacent pull box into the pole foundation, (3) the signal pole, and (4) the luminaire mast arm, and (6) surface restoration, shall be included in the Bid item **"Type 15TS Street Light Pole and Foundation"**.
- w) The payment for furnishing and installing (1) the pole foundation and base plate, (2) the conduit from the adjacent pull box into the pole foundation, and (3) the signal pole shall be included in the Bid item **"Pedestrian Push Button Pole and Foundation"**.
- x) The payment for furnishing and installing the frame and pedestrian and/or vehicular signal heads onto a traffic signal pole or its traffic signal mast arm, and furnishing and installing the wiring of the equipment back to the controller cabinet, shall be included in the following Bid items:
 - i. **"12" MAS/MAT Vehicular Signal (3-Section Head) with Frame"**
 - ii. **"12" SV-2-TB Vehicular Signal (3-Section Head) with Frame"**
 - iii. **"SP-2-T Pedestrian Signal with Frame"**
- y) The payment for furnishing and installing pedestrian signal heads onto an existing pedestrian signal mounting frame, and the wiring of the equipment back to the controller cabinet, shall be included in the Bid item **"Pedestrian Signal on Existing Frame"**.
- z) The payment for removing and salvaging the pedestrian push button, and for patching the hole in the pole if no new pedestrian push button is being installed in its place, shall be included in the Bid item **"Remove and Salvage Existing Pedestrian Push Button"**.
- aa) The payment for removing and salvaging the pedestrian signal head, and for removing and salvaging any associated wiring, shall be included in the Bid item **"Remove and Salvage Existing Pedestrian Signal Head"**.
- bb) The Payment for furnishing and installing a luminaire onto a traffic signal pole's luminaire mast arm, and furnishing and installing the fuse, grounding, and wiring of the luminaire back to the electric service meter pedestal, shall be included in the Bid item **"Type Z-INT-4000K LED Luminaire with Photocell Control"**.
- cc) The Payment for removing signs from a pole and installing them onto a traffic signal pole or its traffic signal mast arm, shall be included in the Bid item **"Remove and Reinstall Traffic Signs on Mast Arm"**.

- dd) The payment for removing and salvaging traffic equipment shall include pole base foundation removal, surface restoration, and shall be paid for in the Bid item **“Remove and Salvage Existing Sign and Post”**.
- ee) The payment for furnishing, installing, and programming an accessible pedestrian signal system with (1) Polara 2_wire Navigator APS Push Button Stations w/Type 800-59 Signs and metallic housings with a color that matches color no. 33538 of FED-STD-595, or approved equal, (2) a CCU II EN Control Unit, or approved equal, (3) a Monitoring Unit, and (4) a Configurator, and furnishing and installing the wiring of the equipment back to the controller cabinet, shall be included in the Bid item **“Polara Navigator Accessible Pedestrian Signal System with 8 Stations or Approved Equal”**.
- ff) The payment for furnishing and installing (1) the foundation, (2) the controller cabinet, (3) the conduits from the adjacent pull box into the cabinet foundation, (4) the Controller Assembly per WHITEBOOK Section 700-3 with all appurtenances necessary to provide a fully operational system, and (5) the wiring from the service meter to the controller cabinet, and (6) surface restoration shall be included in the Bid item **“Type 332 L Cabinet and Foundation with 2070LX Controller Assembly”**.
- gg) The payment for reconnecting any wiring from existing signal equipment to the new controller cabinet shall be included in the Bid item **“Reconnect Wiring of Existing Signal Equipment to New Controller Cabinet”**.
- hh) The payment for furnishing and installing an Emergency Vehicle Preemption Equipment System with (1) detectors, (2) phase selector and discriminator assemblies, and (3) optical detector cabling of the equipment back to the controller cabinet, shall be included in the Bid item **“Emergency Vehicle Preemption System for Two Approaches (Dual)”**.
- ii) The payment for (1) removing and salvaging the 332L controller cabinet with all auxiliary equipment, (2) removing and salvaging the conduits from the adjacent pull box into the cabinet foundation, (3) removing and salvaging the Controller Assembly, (4) cutting down, capping, and abandoning the existing conduits in the cabinet foundation, (5) removing the existing foundation, and (6) restoring the existing ground surface to match existing conditions, shall be included in the Bid item **“Remove and Salvage Existing Controller Cabinet and Foundation and Repair Surface”**.
- jj) The payment for trenching, furnishing, and installing of electrical conduits, pull ropes, and pavement restoration adjacent to the trench shall be included in the following Bid items:
 - i. **“2-Inch PVC Conduit Per City Standards”**
 - ii. **“3-Inch PVC Conduit Per City Standards”**
 - iii. **“Two 3 Inch PVC Conduits in Same Trench Per City Standards”**
 - iv. **“3 Inch PVC Conduit Per SDG&E Standards”**

- kk) The payment for installing conduit into existing pull box shall be included in the Bid item **"Install Conduit into Existing Pull Box"**.
- ll) The payment for furnishing and installing 6 Pair #22 SIC (Signal Interconnect Cables) into new/existing conduit shall be included in the Bid item **"6 Pair #22 SIC (Signal Interconnect Cables)"**.
- mm) The payment for removing and reinstalling 6 Pair #22 SIC (Signal Interconnect Cables) into new/existing conduit shall be included in the Bid item **"Remove and Reinstall SIC (Signal Interconnect Cables)"**.
- nn) The payment for furnishing and installing (1) Type E, Type E (Mod), and Type Q detector loops, and (2) detector lead-in cables back to the traffic signal controller shall be included in the Bid item **"Detector Loop System for the Intersection"**.
- oo) The payment for furnishing and installing (1) the foundation, (2) the meter pedestal, (3) the conduit(s) per SDG&E standards from the electrical service point to the meter pedestal foundation, and from the meter pedestal foundation to the adjacent City pull box, (4) the wiring per SDG&E standards from the electric service point to the meter pedestal, and (5) the 30 AMP and 50 AMP fuses, cartridges, and ground rod in the City pull box adjacent to the meter pedestal, shall be included in the Bid item **"Type III Meter Pedestal with Foundation"**.
- pp) The payment for removing and salvaging (1) the traffic signal pole, (2), the pedestrian signal heads, (3) the pedestrian push buttons, (4) the vehicle signal heads and mounting hardware, and (5) the conduit from the adjacent pull box into the pole foundation, shall be included in the Bid item **"Remove and Salvage Type 1-A Pole"**.
- qq) The payment for removing and salvaging (1) the pole, (2), the pedestrian signal heads, (3) the pedestrian push buttons, (4) the vehicle signal heads and mounting hardware, (5) the luminaire and luminaire mast arm, (6) the conduit from the adjacent pull box into the pole foundation, shall be included in the Bid item **"Remove and Salvage Existing Signal Pole with Luminaire Arm"**.

To the "WHITEBOOK", item 5, sub item "h", DELETE in its entirety and SUBSTITUTE with the following:

- h) The payment for pull boxes and lids, and for removing any existing pull boxes and lids, shall be included in the following Bid items:
 - i. **"#3 Pull Box"**
 - ii. **"#5 Pull Box"**
 - iii. **"#6 Pull Box"**

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.**
-

SUPPLEMENTARY SPECIAL PROVISIONS
APPENDICES

APPENDIX A

**ADDENDUM MITIGATED NEGATIVE DECLARATION,
ENVIRONMENTAL DETERMINATION, AND NOTICE OF EXEMPTION**



THE CITY OF SAN DIEGO

ADDENDUM TO MITIGATED NEGATIVE DECLARATION

Project No. 686521
Addendum to MND No. 255100
SCH No. 2011091045

SUBJECT: Clairemont Mesa East 2: The project will replace-in-place approximately 11,611 linear feet (2.20 miles) of existing 8-inch, 12-inch, and 16-inch Asbestos Concrete (AC) water mains with new 8-inch and 12-inch polyvinyl chloride (PVC) water mains via open trench within the same alignment at the same or shallower depth. The project will construct approximately 4,470 linear feet (0.85 miles) of new 16-inch PVC water mains via open trench in parallel to existing 20-inch AC water mains (Clairemont Mesa Blvd.). Approximately 4,449 linear feet (0.84 miles) of existing 20" AC water main, 86' (0.02 miles) of existing 16" AC water main, and 60' (0.01 miles) of existing 8" AC water main will be abandoned within City Right-of-Way. Approximately 349' (0.07 miles) of existing 16" AC water mains will be abandoned within a City easement. Easement vacations will be required for the abandonment of 349' (0.07 miles) of existing 16- inch AC Water main through private properties. The project will include all associated water service, fire hydrants, valves, water meters and other appurtenances. The project will replace-in-place approximately 608 linear feet (0.12 miles) of existing 8- inch vitrified clay (VC) sewer mains with new PVC pipes via open trench within the same alignment at the same or shallower depth. The project will also construct approximately 406 linear feet (0.08 miles) of new 8-inch PVC sewer mains via open trench. Approximately 256' (0.05 miles) of existing 8" VC sewer main will be abandoned within City Right-of-Way. The project will include associated sewer laterals, manholes and other appurtenances. **APPLICANT:** City of San Diego Engineering and Capital Projects Department.

I. SUMMARY OF PROPOSED PROJECT

Project Location

Along Clairemont Mesa Boulevard between Diane Avenue and Dolivar Drive; Diane Avenue between Clairemont Mesa Boulevard and Mt Cervin; Mt Cervin Drive between Diane Avenue and Boxwood Drive; Lithrop Place; Boxwood Drive between Mt Cervin Drive and Chateau Drive; Mt La Platta Drive between Mt La Platta Place and Mt Foraker Avenue; Mt Foraker Avenue between Mt La Platta Drive to Mt Gaywas Drive; Mt Gaywas Drive between Mt Foraker Avenue and Mt Everest Boulevard; Mt

Everest Boulevard between Mt Gaywas and Mt Casas Drive; Derrick Drive between Chateau Drive and Genesse Avenue and Genesse Avenue between Derrick Drive and Mt Etna Drive.

Project Description

Water Improvements: The project will replace-in-place approximately 11,611 linear feet (2.20 miles) of existing 8-inch, 12-inch, and 16-inch Asbestos Concrete (AC) water mains with new 8-inch and 12-inch polyvinyl chloride (PVC) water mains via open trench within the same alignment at the same or shallower depth. The project will construct approximately 4,470 linear feet (0.85 miles) of new 16-inch PVC water mains via open trench in parallel to existing 20-inch AC water mains (Clairemont Mesa Blvd.). Approximately 4,449 linear feet (0.84 miles) of existing 20" AC water main, 86' (0.02 miles) of existing 16" AC water main, and 60' (0.01 miles) of existing 8" AC water main will be abandoned within City Right-of-Way. Approximately 349' (0.07 miles) of existing 16" AC water mains will be abandoned within a City easement. Easement vacations will be required for the abandonment of 349' (0.07 miles) of existing 16-inch AC Water main through private properties. The project will include all associated water service, fire hydrants, valves, water meters and other appurtenances.

Sewer Improvements: The project will replace-in-place approximately 608 linear feet (0.12 miles) of existing 8-inch vitrified clay (VC) sewer mains with new PVC pipes via open trench within the same alignment at the same or shallower depth. The project will also construct approximately 406 linear feet (0.08 miles) of new 8-inch PVC sewer mains via open trench. Approximately 256' (0.05 miles) of existing 8" VC sewer main will be abandoned within City Right-of-Way. The project will include associated sewer laterals, manholes and other appurtenances.

More specific descriptions of construction methods are as follow:

Open Trenching: The open trench method of construction will be used for complete replacement portions of the Project. Trenches are typically 3-4 feet wide and are dug with excavators and similar large construction equipment. All trenching work would occur within the public right-of-way and City easement.

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

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

II. ENVIRONMENTAL SETTING

The Clairemont East Improvements 2 project would occur within the developed public right-of-way and public utility easements of previously disturbed private property within the City of San Diego described above under Project Location. Surrounding land uses include existing residential, institutional, industrial and commercial developments. See attached MND for the environmental setting for the overall Citywide Pipeline Projects.

III. SUMMARY OF ORIGINAL PROJECT

A Citywide Pipelines Projects Mitigated Negative Declaration (MND) No. 255100 was prepared by the City of San Diego's Development Services Department (DSD) and was certified by the City Council on November 30, 2011 (Resolution No. 307122). The Citywide Pipelines Projects MND provides for the inclusion of subsequent pipeline projects that are located within the public right-of-way and would not result in any direct impacts to sensitive biological resources. Pursuant to the City of San Diego's Municipal Code Section 128.0306 and Section 15164(c) of State CEQA Guidelines addenda to environmental documents are not required to be circulated for public review.

IV. ENVIRONMENTAL DETERMINATION

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

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

those analyzed in the previous environmental would substantially reduce one or more significant effects on the environment, but the project proponents decline to adopt the mitigation measure or alternative.

Based upon a review of the current project, none of the situations described in Sections 15162 and 15164 of the State CEQA Guidelines apply. No changes in circumstances have occurred, and no new information of substantial importance has manifested, which would result in new significant or substantially increased adverse impacts as a result of the project. Therefore, this Addendum has been prepared in accordance with Section 15164 of the CEQA State Guidelines. Public review of this Addendum is not required per CEQA.

V. IMPACT ANALYSIS

The subsequent impact analysis is to demonstrate that environmental impacts associated with the project are consistent with the previously certified MND. The following includes the project-specific environmental review pursuant to the CEQA. The analysis in this document evaluates the adequacy of the MND relative to the project.

Archaeological Resources

The Citywide Pipelines Project MND No. 255100 concluded that pipeline projects located within the public right-of-way and city easements could result in significant environmental impacts relating to archaeological resources, which included mitigation to reduce impacts to archaeological resources to below a level of significance. Portions of the project area identified with the Clairemont Mesa East Improvements 2 project would include excavation of previously undisturbed soil which has the potential to contain sensitive archaeological resources.

To reduce potential archaeological resource impacts to below a level of significance, all excavation within previously undisturbed soil would be monitored by a qualified archaeologist or archaeological monitor and Native American monitor. Any significant archaeological resources encountered would be recovered and curated in accordance with the mitigation monitoring and Reporting Program (MMRP) detailed in Section V.

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

Cultural Resources (Archaeology)

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

A. Entitlements Plan Check

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

B. Letters of Qualification have been submitted to ADD

1. Prior to Bid Award, the applicant shall submit a letter of verification to Mitigation Monitoring Coordination (MMC) identifying the Principal Investigator (PI) for the project and the names of all persons involved in the archaeological monitoring program, as defined in the City of San Diego Historical Resources Guidelines (HRG). If applicable, individuals involved in the archaeological monitoring program must have completed the 40-hour HAZWOPER training with certification documentation.
2. MMC will provide a letter to the applicant confirming the qualifications of the PI and all persons involved in the archaeological monitoring of the project meet the qualifications established in the HRG.
3. Prior to the start of work, the applicant must obtain written approval from MMC for any personnel changes associated with the monitoring program.

II. Prior to Start of Construction

A. Verification of Records Search

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

B. PI Shall Attend Precon Meetings

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

The applicant shall submit a letter to MMC acknowledging their responsibility for the cost of curation associated with all phases of the archaeological monitoring program.

3. Identify Areas to be Monitored

- a. Prior to the start of any work that requires monitoring, the PI shall submit an Archaeological Monitoring Exhibit (AME) (with verification that the AME has been reviewed and approved by the Native American consultant/monitor when Native American resources may be impacted) based on the appropriate construction documents (reduced to 11x17) to MMC identifying the areas to be monitored including the delineation of grading/excavation limits.
- b. The AME shall be based on the results of a site specific records search as well as information regarding the age of existing pipelines, laterals and associated appurtenances and/or any known soil conditions (native or formation).
- c. MMC shall notify the PI that the AME has been approved.

4. When Monitoring Will Occur

- a. Prior to the start of any work, the PI shall also submit a construction schedule to MMC through the RE indicating when and where monitoring will occur.
- b. The PI may submit a detailed letter to MMC prior to the start of work or during construction requesting a modification to the monitoring program. This request shall be based on relevant information such as review of final construction documents which indicate conditions such as age of existing pipe to be replaced, depth of excavation and/or site graded to bedrock, etc., which may reduce or increase the potential for resources to be present.

5. Approval of AME and Construction Schedule

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

III. During Construction

A. Monitor Shall be Present During Grading/Excavation/Trenching

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

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

B. Discovery Notification Process

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

C. Determination of Significance

1. The PI and Native American consultant/monitor, where Native American resources are discovered shall evaluate the significance of the resource. If Human Remains are involved, follow protocol in Section IV below.
 - a. The PI shall immediately notify MMC by phone to discuss significance determination and shall also submit a letter to MMC indicating whether additional mitigation is required.
 - b. If the resource is significant, the PI shall submit an Archaeological Data Recovery Program (ADRP) and obtain written approval of the program from MMC, CM and RE. ADRP and any mitigation must be approved by MMC, RE and/or CM before ground disturbing activities in the area of discovery will be allowed to resume.
Note: If a unique archaeological site is also an historical resource as defined in CEQA Section 15064.5, then the limits on the amount(s) that a

project applicant may be required to pay to cover mitigation costs as indicated in CEQA Section 21083.2 shall not apply.

(1). Note: For pipeline trenching and other linear projects in the public Right-of-Way, the PI shall implement the Discovery Process for Pipeline Trenching projects identified below under "D."

c. If the resource is not significant, the PI shall submit a letter to MMC indicating that artifacts will be collected, curated, and documented in the Final Monitoring Report. The letter shall also indicate that that no further work is required.

(1). Note: For Pipeline Trenching and other linear projects in the public Right-of-Way, if the deposit is limited in size, both in length and depth; the information value is limited and is not associated with any other resource; and there are no unique features/artifacts associated with the deposit, the discovery should be considered not significant.

(2). Note, for Pipeline Trenching and other linear projects in the public Right-of-Way, if significance can not be determined, the Final Monitoring Report and Site Record (DPR Form 523A/B) shall identify the discovery as Potentially Significant.

D. Discovery Process for Significant Resources - Pipeline Trenching and other Linear Projects in the Public Right-of-Way

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

1. Procedures for documentation, curation and reporting

a. One hundred percent of the artifacts within the trench alignment and width shall be documented in-situ, to include photographic records, plan view of the trench and profiles of side walls, recovered, photographed after cleaning and analyzed and curated. The remainder of the deposit within the limits of excavation (trench walls) shall be left intact.

b. The PI shall prepare a Draft Monitoring Report and submit to MMC via the RE as indicated in Section VI-A.

c. The PI shall be responsible for recording (on the appropriate State of California Department of Park and Recreation forms-DPR 523 A/B) the resource(s) encountered during the Archaeological Monitoring Program in accordance with the City's Historical Resources Guidelines. The DPR forms shall be submitted to the South Coastal Information Center for either a Primary Record or SDI Number and included in the Final Monitoring Report.

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

IV. Discovery of Human Remains

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

A. Notification

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

B. Isolate discovery site

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

C. If Human Remains **ARE** determined to be Native American

1. The Medical Examiner will notify the Native American Heritage Commission (NAHC) within 24 hours. By law, **ONLY** the Medical Examiner can make this call.
2. NAHC will immediately identify the person or persons determined to be the Most Likely Descendent (MLD) and provide contact information.
3. The MLD will contact the PI within 24 hours or sooner after the Medical Examiner has completed coordination, to begin the consultation process in accordance with CEQA Section 15064.5(e), the California Public Resources and Health & Safety Codes.
4. The MLD will have 48 hours to make recommendations to the property owner or representative, for the treatment or disposition with proper dignity, of the human remains and associated grave goods.

5. Disposition of Native American Human Remains will be determined between the MLD and the PI, and, if:
 - a. The NAHC is unable to identify the MLD, OR the MLD failed to make a recommendation within 48 hours after being notified by the Commission, OR;
 - b. The landowner or authorized representative rejects the recommendation of the MLD and mediation in accordance with PRC 5097.94 (k) by the NAHC fails to provide measures acceptable to the landowner, THEN
 - c. To protect these sites, the landowner shall do one or more of the following:
 - (1) Record the site with the NAHC;
 - (2) Record an open space or conservation easement; or
 - (3) Record a document with the County.
 - d. Upon the discovery of multiple Native American human remains during a ground disturbing land development activity, the landowner may agree that additional conferral with descendants is necessary to consider culturally appropriate treatment of multiple Native American human remains. Culturally appropriate treatment of such a discovery may be ascertained from review of the site utilizing cultural and archaeological standards. Where the parties are unable to agree on the appropriate treatment measures the human remains and items associated and buried with Native American human remains shall be reinterred with appropriate dignity, pursuant to Section 5.c., above.

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

1. The PI shall contact the Medical Examiner and notify them of the historic era context of the burial.
2. The Medical Examiner will determine the appropriate course of action with the PI and City staff (PRC 5097.98).
3. If the remains are of historic origin, they shall be appropriately removed and conveyed to the San Diego Museum of Man for analysis. The decision for internment of the human remains shall be made in consultation with MMC, EAS, the applicant/landowner, any known descendant group, and the San Diego Museum of Man.

V. Night and/or Weekend Work

- A. If night and/or weekend work is included in the contract
 1. When night and/or weekend work is included in the contract package, the extent and timing shall be presented and discussed at the precon meeting.
 2. The following procedures shall be followed.

a. No Discoveries

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

b. Discoveries

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

c. Potentially Significant Discoveries

If the PI determines that a potentially significant discovery has been made, the procedures detailed under Section III - During Construction and IV-Discovery of Human Remains shall be followed.

d. The PI shall immediately contact the RE and MMC, or by 8AM of the next business day to report and discuss the findings as indicated in Section III-B, unless other specific arrangements have been made.

B. If night and/or weekend work becomes necessary during the course of construction

1. The Construction Manager shall notify the RE, or BI, as appropriate, a minimum of 24 hours before the work is to begin.
2. The RE, or BI, as appropriate, shall notify MMC immediately.

C. All other procedures described above shall apply, as appropriate.

VI. Post Construction

A. Submittal of Draft Monitoring Report

1. The PI shall submit two copies of the Draft Monitoring Report (even if negative), prepared in accordance with the Historical Resources Guidelines (Appendix C/D) which describes the results, analysis, and conclusions of all phases of the Archaeological Monitoring Program (with appropriate graphics) to MMC via the RE for review and approval within 90 days following the completion of monitoring. **It should be noted that if the PI is unable to submit the Draft Monitoring Report within the allotted 90-day timeframe as a result of delays with analysis, special study results or other complex issues, a schedule shall be submitted to MMC establishing agreed due dates and the provision for submittal of monthly status reports until this measure can be met.**

- a. For significant archaeological resources encountered during monitoring, the Archaeological Data Recovery Program or Pipeline Trenching Discovery Process shall be included in the Draft Monitoring Report.

b. Recording Sites with State of California Department of Parks and Recreation

The PI shall be responsible for recording (on the appropriate State of California Department of Park and Recreation forms-DPR 523 A/B) any significant or potentially significant resources encountered during the Archaeological Monitoring Program in accordance with the City's Historical Resources Guidelines, and submittal of such forms to the South Coastal Information Center with the Final Monitoring Report.

2. MMC shall return the Draft Monitoring Report to the PI via the RE for revision or, for preparation of the Final Report.
3. The PI shall submit revised Draft Monitoring Report to MMC via the RE for approval.
4. MMC shall provide written verification to the PI of the approved report.
5. MMC shall notify the RE or BI, as appropriate, of receipt of all Draft Monitoring Report submittals and approvals.

B. Handling of Artifacts

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

C. Curation of artifacts: Accession Agreement and Acceptance Verification

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

D. Final Monitoring Report(s)

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

VII. IMPACT SIGNIFICANCE

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

VIII. CERTIFICATION

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

 for _____
Jeff Szymanski, Senior Planner
Development Services Department

6/14/2021
Date of Final Report

Analyst: Courtney Holowach

Attachments:

- Location Map
- Mitigated Negative Declaration No. 255100/SCH No. 2011091045

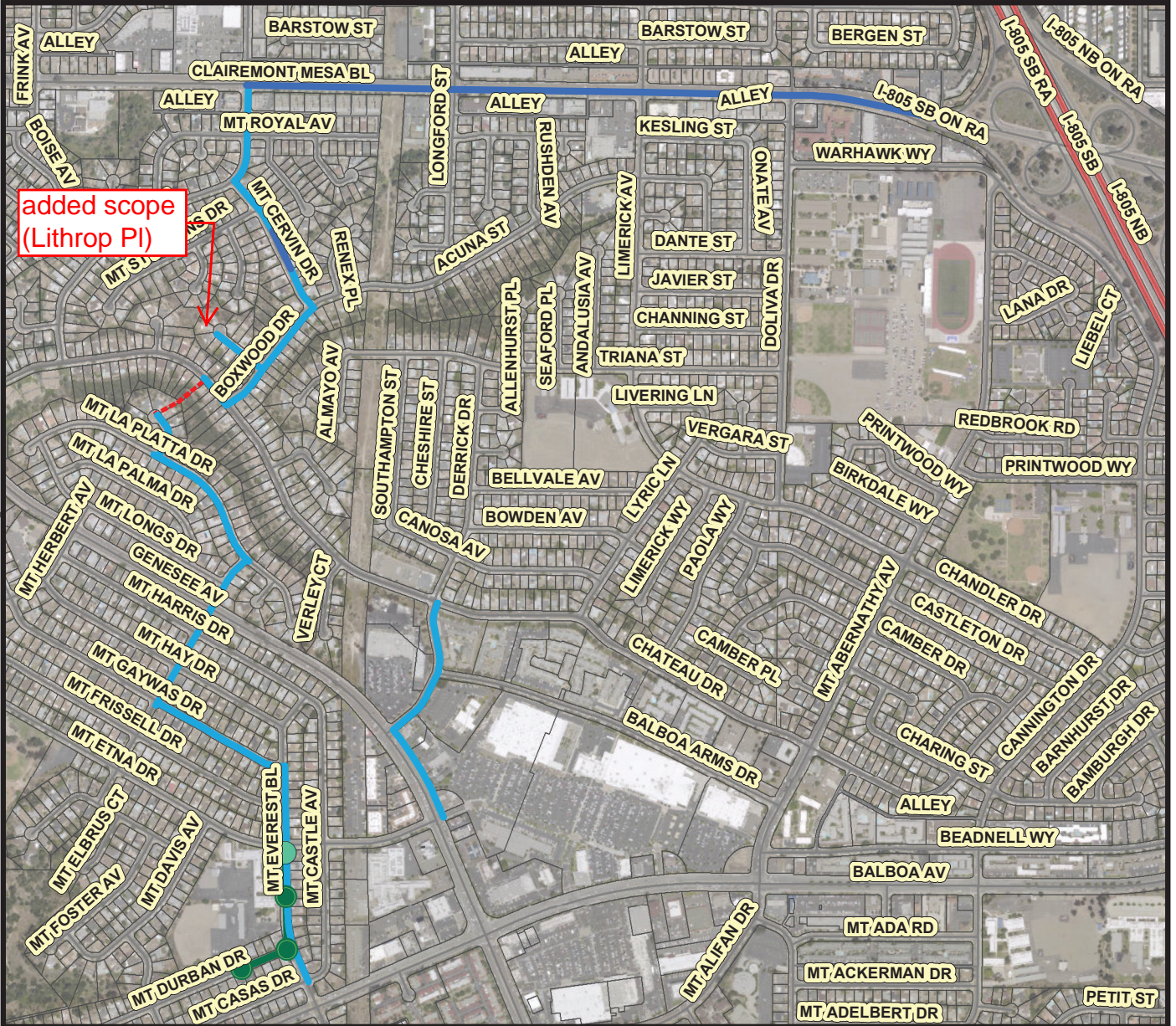
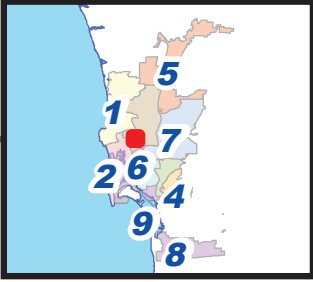
CLAIREMONT MESA EAST IMPROV 2

SENIOR ENGINEER
SHEILA BOSE
619-533-4649

PROJECT MANAGER
JAIME RAMOS
619-533-5103

PROJECT ENGINEER
JENNY JARRELL
619-533-5224

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



Legend

- Realigned Water
- Replace in Place Water
- Abandoned Water Main
- New Sewer
- Replace in Place Sewer
- New Manhole
- Replace in Place Manhole



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Attachment A

Environmental Determination	
Environmental Planner	Tara Ash-Reynolds (tashreynolds@san Diego.gov)
Environmental Determination	<p>This activity, bicycle facilities installation along Clairemont Mesa Blvd between Diane Ave and I-805 SB Off Ramp, is adequately addressed in the Final Program Environmental Impact Report (PEIR) for the Bicycle Master Plan Update (Project No. 290781 and SCH No. 2012061075) certified and adopted by City Council Resolution No. R-308596 on December 26, 2013, and the Final PEIR for the Climate Action Plan (Project No. 416603 and SCH No. 2015021053) certified and adopted by City Council Resolution No. 310176 on December 15, 2015. This activity is a subsequent discretionary action and is therefore not considered to be a separate project for the purposes of CEQA review as defined in State CEQA Guidelines Section 15378(c). Pursuant to Section 21166 of CEQA, there is no change in circumstance, additional information, or project changes to warrant additional environmental review for this action.</p>
Date Environmental Determination made	09/20/2021

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: TRAFFIC SIGNAL UPGRADES
CITYWIDE FY 14

Project No. / WBS No.: B-14048.02.06

Project Location-Specific: Clairemont Mesa Blvd and Diane Avenue in Clairemont Mesa of Council District 6, Jackson Drive and Navajo Road in Navajo of Council District 7, and Madison Avenue and Texas Street in Greater North Park of Council District 3.

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

Description of nature and purpose of the Project: The project will modify traffic signals at Clairemont Mesa Blvd and Diane Avenue, Jackson Drive and Navajo Road and Madison Avenue and Texas Street. The work will include, but not be limited to the removal of existing conduits, and installation of new conduits, and the installation of a new continental crosswalk at Jackson Drive and Navajo Road. Existing traffic signal poles and other signal equipment will be replaced. This project will include trenching to depths no deeper than 36". All work is entirely within the City's developed public right-of-way.

Name of Public Agency Approving Project: City of San Diego

Name of Person or Agency Carrying Out Project: JUAN BALIGAD
525 B STREET, SUITE 750, MS 908A
SAN DIEGO, CA 92101
(619) 533-5473

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: 15301- Existing facilities, 15303- New Construction or Conversion of Small Structures, 15304- Minor Alterations to Land
- Statutory Exemptions:

Reasons why project is exempt: The City of San Diego conducted an Environmental review which determined that since the project is a minor improvement, is located within the public right of way, and the project does not have the potential to disturb biological and historical resources, that the project would qualify to be categorically exempt from CEQA pursuant to section 15301 (Existing Facilities), which consists of the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures; Section 15303 (New Construction or Conversion of Small Structures), which consist of construction and location of limited numbers of new, small facilities or structures; and Section 15304 (Minor Alterations in Land Use Limitations), which allows minor public or private alterations in the condition of land, water, and/or vegetation

where no removal of healthy, mature, scenic trees would occur, including minor trenching; and does not trigger any of the exceptions to categorical exemptions found in State CEQA Guideline § 15304.2.

Lead Agency Contact Person: Juan Baligad

Telephone: (619) 533-5473

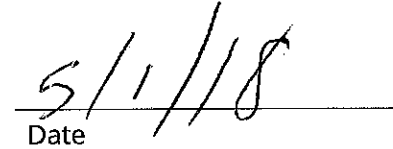
If filed by applicant:

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



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

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

1. **PURPOSE**

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

2. **AUTHORITY**

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

Reference

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

3. **DEFINITIONS**

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

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SUBJECT FIRE HYDRANT METER PROGRAM (FORMERLY: CONSTRUCTION METER PROGRAM)	PAGE 2 OF 10	EFFECTIVE DATE October 15, 2002
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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.

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7. **FEE AND DEPOSIT SCHEDULES**

7.1 **Fees and Deposit Schedules:** The fees and deposits, as listed in the Rate Book of Fees and Charges, on file with the Office of the City Clerk, are based on actual reimbursement of costs of services performed, equipment and materials. 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.

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

Water Department Director

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

APPENDIX

Administering Division: Customer Support Division

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

Distribution: DI Manual Holders



Application for Fire 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>			

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

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

WATER USES WITHOUT ANTICIPATED CHARGES FOR RETURN TO SEWER

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

Note:

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

Date

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

Subject: Discontinuation of Fire Hydrant Meter Service

Dear Water Department Customer:

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

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

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

Sincerely,

Water Department

APPENDIX C

MATERIALS TYPICALLY ACCEPTED BY CERTIFICATE OF COMPLIANCE

MATERIALS TYPICALLY ACCEPTED BY CERTIFICATE OF COMPLIANCE

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

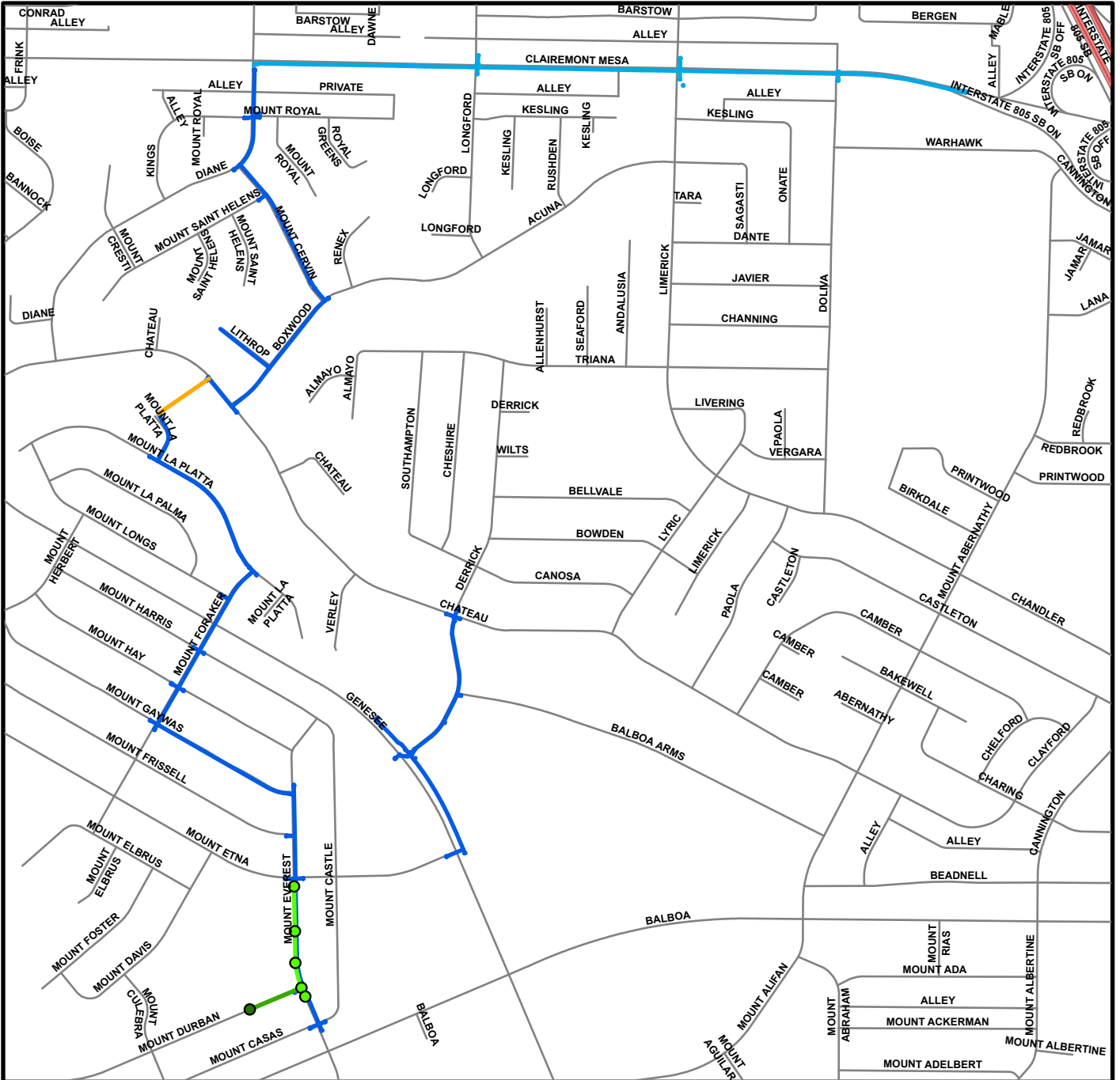
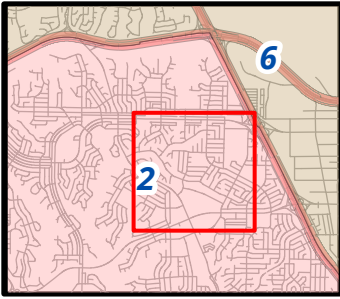
Year	January	February	March	April	May	June	July	August	September	October	November	December
2018				15,000	25,000	52,000	52,000	100,000	10,000	100,000	100,000	100,000
2019	10,000	10,000	85,000	58,000	100,000	100,000	100,000	100,000	100,000	100,000	1,000,000	1,000,000
2020	100,000	100,000	100,000	1,000,000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

SAMPLE REFERENCE

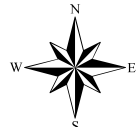
APPENDIX E
LOCATION MAP

Clairemont Mesa East Improv 2

SENIOR ENGINEER PROJECT MANAGER PROJECT ENGINEER FOR QUESTIONS ABOUT THIS PROJECT
 JAIME RAMOS PEDRO MELO RODRIGUEZ SCOTT SANFILIPPO Call: (619) 533-4207
 619-533-5103 619-346-0225 619-533-7497 Email: engineering@sandiego.gov



- Realign Sewer Main
- New MH
- Replace Water Main
- Replace Sewer Main
- Replace MH
- Realign Water Main
- Abandon Water Main



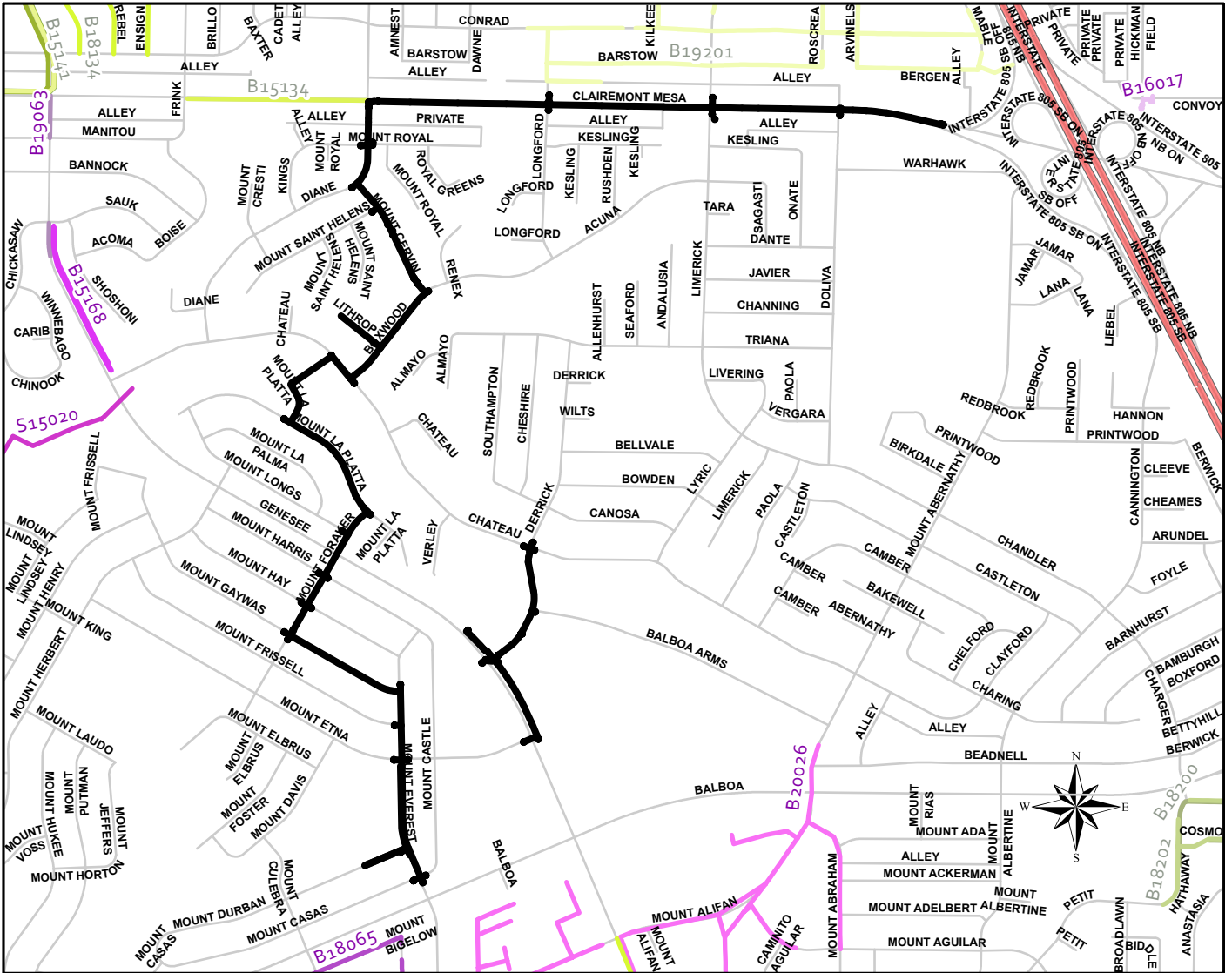
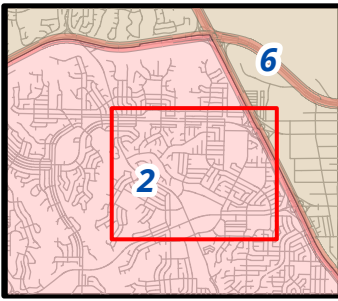
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APPENDIX F
ADJACENT PROJECTS MAP



Clairemont Mesa East Improv 2 - Adjacent Projects

SENIOR ENGINEER PROJECT MANAGER PROJECT ENGINEER FOR QUESTIONS ABOUT THIS PROJECT
 JAIME RAMOS PEDRO MELO RODRIGUEZ SCOTT SANFILIPPO Call: (619) 533-4207
 619-533-5103 619-346-0225 619-533-7497 Email: engineering@sandiego.gov



Legend	Project	Senior	FIRST_CNST	Contact Number	Cons Start Date	Cons End Date
	B19063 Accelerated Sewer Referral Group 851	Rex Narvaez	To Be Determined	619-533-5192	08/07/23	04/17/25
	B18134 Asphalt Resurfacing Group 1901	Janice Jaro	Kin Caryl Ignacio	619-533-4641	08/15/22	12/15/23
	B18200/B18202 Clairemont Mesa E Improv 1	Jaime Ramos-Banuelos	Elif Karsi	619-533-7422	03/29/22	02/14/24
	B20026/B20043 Clairemont Mesa East Improv 3	Alex Sleiman	To Be Determined	619-533-4661	02/25/25	02/24/26
	B18065 Clairemont Mesa West Improv 2 (S)	Rex Narvaez	To Be Determined	619-533-4639	02/07/24	05/09/25
	B15168 Genesee Ave-Chateau to Sauk Sidewalk	Ronak Rehani	To Be Determined	619-533-5479	11/21/23	04/15/24
	B15141.3 Morena Conveyance Middle	Reyhaneh Martin	Ivette Gonzalez Mendez	858-614-5802	10/03/22	09/30/25
	B19201 Pipeline Rehabilitation BB-1	Jaime Ramos-Banuelos	ALAIghallay	619-533-4116	10/11/21	05/11/23
	B16017 Pressure Reducing Stations Upgrades Phs1	Brian Vitelle	To Be Determined	619-533-4630	06/16/23	11/15/24
	B15141 PWP Morena Conveyance	Reyhaneh Martin	Natalie Rios	858-614-5802	06/14/21	09/12/25
	B21061 PWP Morena Wastewater Pump Station	Reyhaneh Martin	Octavio Chiquete	858-614-5802	06/14/21	09/29/25
	B13232 Sewer Group 836	Alex Sleiman	To Be Determined	619-533-4661	07/12/23	05/16/25
	S15020 Tecolote Canyon Trunk Sewer Improvement	Rex Narvaez	Yonatan Woldemariam	619-533-4639	07/28/23	05/07/25

— Clairemont Mesa Improv 2

COMMUNITY NAME: Clairemont Mesa

COUNCIL DISTRICT: 2

WBS NO: B20004 (S)

Date: 12/13/2022



B20005 (W)

Clairemont Mesa East Improv 2

Bid No.: K-23-2158-DBB-3

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APPENDIX G

SAMPLE 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:

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

Project Title: _____ Date: _____

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

Environmental Considerations: _____

Locations (Address Range/Cross Streets):

1. _____

2. _____

3. _____

Approved Mix Design: _____

Material Suppliers: _____

RPMS Type(s): _____

Slurry Machine #'s: _____

Estimated Cure Time (Break) of Slurry: _____

Pre-Mix (Per 100 Counts)

Gate Setting/Emulsion %: _____

Aggregate Weight: _____

Cement % (by weight of aggregate): _____

Crumb Rubber % (by volume of cement): _____

Machine Inspection

Leaks: _____

Sprayers: _____

Emulsion Filter: _____

Carbon Black: _____

Spreader Box Inspection

Cleanliness: _____

Augers: _____

Rubbers: _____

Fabric: _____

Runners: _____

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

Project Conditions

Crack Fill: _____

Asphalt Deficiencies: _____

Cleanliness: _____

Impediments/Other: _____

Communication to Client/ Resident Engineer

Crack Fill: _____

Asphalt Deficiencies: _____

Cleanliness: _____

Impediments/Other: _____

Test Lab

Tech: _____ Time on Site: _____

Wet Track Abrasion: _____

Consistency Test: _____

Extraction Test: _____

Water Content: _____

Spread Rate: _____

Notes

QCP Administrator Signature:

Date Signed:

APPENDIX H

CALTRANS ENCROACHMENT PERMIT AND CALTRANS PERMIT EXTENSION

Collected By J. Herrera	Permit No. (Original) 11-22-N-TK-0514,R1
Rider Fee Paid \$ EXEMPT	Dist/Co/Rte/PM 11-SD-805, PM 22.45/22.45
Date 11/16/2022	Rider Number 11-22-N-RT-0979

TO: CITY OF SAN DIEGO
525 B Street, Suite 750, MS 908A,
San Diego, CA 92101
Attn: Jaime Ramos-Banuelos
619-533-4103

, PERMITEE

In compliance with (your, ~~our~~) request of November 7, 2022 we are hereby amending the above numbered encroachment permit as follows: _____ DATE

Date of completion extended to: NO CHANGE June 30, 2023
 _____ DATE

Time Extension Only.

Except as amended, all other terms and provisions of the original permit shall remain in effect.

COPIES TO: TValles, Reg Mgr RYanzon, Inspector Contractor Permittee Parent Permit	APPROVED: Gustavo Dallarda, District Director
	BY: <i>William O. Vivar</i> For Joy Lee , P.E. , District Permit Engineer

ADA Notice For individuals with sensory disabilities, this document is available in alternate formats. For alternate format information, contact the Forms Management Unit at (916) 445-1233, TTY 711, or write to Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814. FM 91 1437 (D11 Permit App)

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

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

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

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

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

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

Notwithstanding General Provision No. 4, your contractor is required to apply for and obtain an encroachment permit prior to starting work. A fee/deposit of \$3,640.00 is required at the time of application. Also, your contractor must submit proof insurance.

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

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

CITY OF SAN DIEGO, ENGINEERING AND CAPITAL PROJECTS
11-22-NTK-0514
JUNE 20, 2022
PAGE THREE

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

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

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

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

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

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

ENCROACHMENT PERMIT GENERAL PROVISIONS

TR – 0045 (REV. 04/2021)

1. **AUTHORITY:** The California Department of Transportation (“Department”) has authority to issue encroachment permits under Division 1, Chapter 3, Article 1, Sections 660 through 734 of the Streets and Highways Code.
2. **REVOCACTION:** Encroachment permits are revocable on five (5) business days’ notice unless otherwise stated on the permit and except as provided by law for public corporations, franchise holders, and utilities. Notwithstanding the foregoing, in an emergency situation as determined by the Department, an encroachment permit may be revoked immediately. These General Provisions and any applicable Special Provisions are subject to modification or abrogation by the Department at any time. Permittees’ joint use agreements, franchise rights, reserved rights or any other agreements for operating purposes in State of California (“State”) highway right-of-way may be exceptions to this revocation.
3. **DENIAL FOR NONPAYMENT OF FEES:** Failure to pay encroachment permit fees when due may result in rejection of future applications and denial of encroachment permits.
4. **ASSIGNMENT:** This encroachment permit allows only the Permittee or Permittee’s authorized agent to work within or encroach upon the State highway right-of-way, and the Permittee may not assign or transfer this encroachment permit. Any attempt to assign or transfer this encroachment permit shall be null and void.
5. **ACCEPTANCE OF PROVISIONS:** Permittee understands and agrees to accept and comply with these General Provisions, the Special Provisions, any and all terms and/or conditions contained in or incorporated into the encroachment permit, and all attachments to the encroachment permit (collectively “the Permit Conditions”), for any encroachment, work, and/or activity to be performed under this encroachment permit and/or under color of authority of this encroachment permit. Permittee understands and agrees the Permit Conditions are applicable to and enforceable against Permittee as long as the encroachment remains in, under, or over any part of the State highway right-of-way.
6. **BEGINNING OF WORK:** When traffic is not impacted (see General Provision Number 35), the Permittee must notify the Department’s representative two (2) business days before starting permitted work. Permittee must notify the Department’s representative if the work is to be interrupted for a period of five (5) business days or more, unless otherwise agreed upon. All work must be performed on weekdays during regular work hours, excluding holidays, unless otherwise specified in this encroachment permit.
7. **STANDARDS OF CONSTRUCTION:** All work performed within State highway right-of-way must conform to all applicable Departmental construction standards including but not limited to: Standard Specifications, Standard Plans, Project Development Procedures Manual, Highway Design Manual and Special Provisions.
Other than as expressly provided by these General Provisions, the Special Provisions, the Standard Specifications, Standard Plans, and other applicable Departmental standards, nothing in these General Provisions is intended to give any third party any legal or equitable right, remedy, or claim with respect to the encroachment permit and/or to these General Provisions or any provision herein. These General Provisions are for the sole and exclusive benefit of the Permittee and the Department.
Where reference is made in such standards to “Contractor” and “Engineer,” these are amended to be read as “Permittee” and “Department’s representative,” respectively, for purposes of this encroachment permit.
8. **PLAN CHANGES:** Deviations from plans, specifications, and/or the Permit Conditions as defined in General Provision Number 5 are not allowed without prior approval from the Department’s representative and the Federal Highway Administration (“FHWA”) representative if applicable.
9. **RIGHT OF ENTRY, INSPECTION AND APPROVAL:** All work is subject to monitoring and inspection. The United States, the State, the Department, and the Directors, officers, employees, agents, and/or contractors of the State and/or of the Department, and other state, and federal agencies, and the FHWA, through their agents or representatives, must have full access to highway facilities/encroachment area, at any and all times for the purpose of inspection, maintenance, activities needed for construction/reconstruction, and operation of the State highway right-of-way.
Upon completion of work, Permittee must request a final inspection for acceptance and approval by the Department. The local public agency Permittee must not give final construction approval to its contractor until final acceptance and approval by the Department is obtained.
10. **PERMIT AT WORKSITE:** Permittee must keep the permit package or a copy thereof at the work site at all times and must show it upon request to any Department representative or law enforcement officer. If the permit package, or a copy thereof, is not kept and made available at the work site at all times, the work must be suspended.
11. **CONFLICTING ENCROACHMENTS:** Permittee must yield start of work to ongoing, prior authorized work adjacent to or within the limits of the Permittee’s project site. When existing encroachments conflict with Permittee’s work, the Permittee must bear all cost for rearrangements (e.g., relocation, alteration, removal, etc.).

ENCROACHMENT PERMIT GENERAL PROVISIONS

- 12. PERMITS AND APPROVALS FROM OTHER PUBLIC AGENCIES AND/OR ENTITIES:** This encroachment permit is invalidated if the Permittee has not obtained all permits and approvals necessary and required by law, including but not limited to permits from the California Public Utilities Commission (“CPUC”), California Occupational Safety and Health Administration (“Cal-OSHA”), and any other public agency and/or entity having jurisdiction. Permittee warrants all such permits and approvals have been obtained before beginning work under this encroachment permit. The Department may, at the Department’s discretion, require the Permittee to demonstrate that Permittee has obtained all such permits/approvals, and Permittee shall demonstrate this at the time and in the manner specified by the Department.
- 13. PEDESTRIAN AND BICYCLIST SAFETY:** A safe continuous passageway must be maintained through the work area at existing pedestrian or bicycle facilities. At no time must pedestrians be diverted onto a portion of the street used for vehicular traffic. At locations where safe alternate passageways cannot be provided, appropriate signs and barricades must be installed at the limits of construction and in advance of the limits of construction at the nearest crosswalk or intersection to detour pedestrians to facilities across the street. Attention is directed to Section 7-1.04 “Public Safety,” and to Section 12-4.04 “Temporary Pedestrian Access Routes,” and to Section 16-2.02 “Temporary Pedestrian Facility,” of the Department’s Standard Specifications, and to California Vehicle Code section 21760, subdivision (c).
- 14. PUBLIC TRAFFIC CONTROL:** The Permittee must provide traffic control protection, warning signs, lights, safety devices, etc., and take all other measures necessary for the traveling public’s safety as required by law and/or the Department. While providing traffic control, the needs of all road users, including but not limited to motorists, bicyclists and pedestrians, including persons with disabilities in accordance with the Americans with Disabilities Act, must be an essential part of the work activity.
- Lane, Bike Lane, Sidewalk, Crosswalk, and/or shoulder closures must comply with the Department’s Standard Specifications and Standard Plans for Temporary Traffic Control Systems & Temporary Pedestrian Access Routes, and with the applicable Special Provisions. Where issues are not addressed in the Standard Specifications, Standard Plans, and/or Special Provisions, the California Manual on Uniform Traffic Control Devices (Part 6, Temporary Traffic Control) must be followed.
- 15. MINIMUM INTERFERENCE WITH TRAFFIC:** Permittee must plan and conduct work so as to create the least possible inconvenience to the traveling public (motorized vehicles, unmotorized vehicles such as bicycles, pedestrians, person(s) with disabilities, etc.), such that traffic is not unreasonably delayed.
- 16. STORAGE OF EQUIPMENT AND MATERIALS:** The storage of equipment or materials is not allowed within State highway right-of-way, unless specified within the Special Provisions of this encroachment permit. If encroachment permit Special Provisions allow for the storage of equipment or materials within the State highway right-of-way, the equipment and material storage must also comply with Section 7-1.04, Public Safety, of the Department’s Standard Specifications.
- 17. CARE OF DRAINAGE:** Permittee must provide alternate drainage for any work interfering with an existing drainage facility in compliance with the Department’s Standard Specifications, Standard Plans, and/or as directed by the Department’s representative.
- 18. RESTORATION AND REPAIRS IN STATE HIGHWAY RIGHT-OF-WAY:** Permittee is responsible for restoration and repair of State highway right-of-way resulting from permitted work (Streets and Highways Code, section 670 et seq.).
- 19. STATE HIGHWAY RIGHT-OF-WAY CLEAN UP:** Upon completion of work, Permittee must remove and dispose of all scraps, refuse, brush, timber, materials, etc. off the State highway right-of-way. The aesthetics of the highway must be as it was before work started or better.
- 20. COST OF WORK:** Unless stated otherwise in the encroachment permit or a separate written agreement with the Department, the Permittee must bear all costs incurred for work within the State highway right-of-way and waives all claims for indemnification or contribution from the United States, the State, the Department, and from the Directors, officers, and employees of the State and/or the Department. Removal of Permittee’s personal property and improvements shall be at no cost to the United States, the State, and the Department.
- 21. ACTUAL COST BILLING:** When specified in the permit, the Department will bill the Permittee actual costs at the currently set Standard Hourly Rate for encroachment permits.
- 22. AS-BUILT PLANS:** When required, Permittee must submit one (1) set of folded as-built plans within thirty (30) calendar days after completion and acceptance of work in compliance with requirements listed as follows:
- Upon completion of the work provided herein, the Permittee must submit a paper set of As-Built plans to the Department’s representative.
 - All changes in the work will be shown on the plans, as issued with the permit, including changes approved by Encroachment Permit Rider.
 - The plans are to be prominently stamped or otherwise noted “AS-BUILT” by the Permittee’s representative who was responsible for overseeing the work. Any original plan that was approved with a Department stamp, or by signature of the Department’s representative, must be used for producing the As-Built plans.
 - If construction plans include signing or striping, the dates of signing or striping removal, relocation, or installation must be shown on the As-Built plans when required as a condition of the encroachment permit. When the construction plans show signing and striping for staged construction on separate sheets,

ENCROACHMENT PERMIT GENERAL PROVISIONS

- the sheet for each stage must show the removal, relocation, and installation dates of the appropriate staged striping and signing.
- e) As-Built plans must contain the Encroachment Permit Number, County, Route, and Post Mile on each sheet.
 - f) The As-Built Plans must not include a disclaimer statement of any kind that differs from the obligations and protections provided by sections 6735 through 6735.6 of the California Business and Professions Code. Such statements constitute non-compliance with Encroachment Permit requirements and may result in the Department retaining Performance Bonds or deposits until proper plans are submitted. Failure to comply may also result in denial of future encroachment permits or a provision requiring a public agency to supply additional bonding.
23. **PERMITS FOR RECORD PURPOSES ONLY:** When work in the State highway right-of-way is within an area under a Joint Use Agreement (JUA) or a Consent to Common Use Agreement (CCUA), a fee exempt encroachment permit is issued to the Permittee for the purpose of providing a notice and record of work. The Permittee's prior rights must be preserved without the intention of creating new or different rights or obligations. "Notice and Record Purposes Only" must be stamped across the face of the encroachment permit.
24. **BONDING:** The Permittee must file bond(s), in advance, in the amount(s) set by the Department and using forms acceptable to the Department. The bonds must name the Department as obligee. Failure to maintain bond(s) in full force and effect will result in the Department stopping all work under this encroachment permit and possibly revoking other encroachment permit(s). Bonds are not required of public corporations or privately-owned utilities unless Permittee failed to comply with the provisions and/or conditions of a prior encroachment permit. The surety company is responsible for any latent defects as provided in California Code of Civil Procedure section 337.15. A local public agency Permittee also must comply with the following requirements:
- a) In recognition that project construction work done on State property will not be directly funded and paid by State, for the purpose of protecting stop notice claimants and the interests of State relative to successful project completion, the local public agency Permittee agrees to require the construction contractor to furnish both a payment and performance bond in the local public agency's name with both bonds complying with the requirements set forth in Section 3-1.05 Contract Bonds of the Department's Standard Specifications before performing any project construction work.
 - b) The local public agency Permittee must defend, indemnify, and hold harmless the United States, the State and the Department, and the Directors, officers, and employees of the State and/or Department, from all project construction related claims by contractors, subcontractors, and suppliers, and from all stop notice and/or mechanic's lien claimants. The local public agency also agrees to remedy, in a timely manner and to the Department's satisfaction, any latent defects occurring as a result of the project construction work.
25. **FUTURE MOVING OF INSTALLATIONS:** Permittee understands and agrees to relocate a permitted installation upon notice by the Department. Unless under prior property right or agreement, the Permittee must comply with said notice at the Permittee's sole expense.
26. **ENVIRONMENTAL:**
- a) **ARCHAEOLOGICAL/HISTORICAL:** If any archaeological or historical resources are identified or encountered in the work vicinity, the Permittee must immediately stop work, notify the Department's representative, retain a qualified archaeologist who must evaluate the site at Permittee's sole expense, and make recommendations to the Department's representative regarding the continuance of work.
 - b) **HAZARDOUS MATERIALS:** If any hazardous waste or materials (such as underground storage tanks, asbestos pipes, contaminated soil, etc.) are identified or encountered in the work vicinity, the Permittee must immediately stop work, notify the Department's representative, retain a qualified hazardous waste/material specialist who must evaluate the site at the Permittee's sole expense, and make recommendations to the Department's representative regarding the continuance of work. Attention is directed to potential aerially deposited lead (ADL) presence in unpaved areas along highways. It is the Permittee's responsibility to take all appropriate measures to protect workers in conformance with California Code of Regulations Title 8, Section 1532.1, "Lead," and with Cal-OSHA Construction Safety Orders, and to ensure roadway soil management is in compliance with Department of Toxic Substances Control (DTSC) requirements.
 - c) **Biological:** If any regional, state, or federally listed biological resource is identified or encountered in the work vicinity, the Permittee must immediately stop work, notify the Department's representative, retain a qualified biologist who must evaluate the site at Permittee's sole expense, and make recommendations to the Department's representative regarding the continuance of work.
27. **PREVAILING WAGES:** Work performed by or under an encroachment permit may require Permittee's contractors and subcontractors to pay appropriate prevailing wages as set by the California Department of Industrial Relations. Inquiries or requests for interpretations relative to enforcement of prevailing wage requirements must be directed to the California Department of Industrial Relations.
28. **LIABILITY, DEFENSE, AND INDEMNITY:** The Permittee agrees to indemnify and save harmless the United States, the State, the Department, and the Directors, officers, employees, agents and/or contractors of the State and/or of the Department, including but not limited to the Director

ENCROACHMENT PERMIT GENERAL PROVISIONS

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

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

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

The Permittee understands and agrees to comply with the obligations of Titles II and III of the Americans with Disabilities Act in the conduct of the encroachment, work, and/or activity whether conducted pursuant to this encroachment permit or constituting Unauthorized Work

or Activity, and further agrees to defend, indemnify, and save harmless the United States, the State, the Department, and the Directors, officers, employees, agents, and/or contractors of the State and/or of the Department, including but not limited to the Director of Transportation and the Deputy Directors, from any and all claims, demands, damages, costs, penalties, liability, suits, or actions of every name, kind, and description arising out of or by virtue of the Americans with Disabilities Act.

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

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

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

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

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

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

ENCROACHMENT PERMIT GENERAL PROVISIONS

- a) As part of the consideration for being issued this encroachment permit, the Permittee, on behalf of Permittee and on behalf of Permittee's personal representatives, successors in interest, and assigns, does hereby covenant and agree that:
- i) No person on the grounds of race, color, or national origin may be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
 - ii) That in connection with the construction of any improvements on said lands and the furnishings of services thereon, no discrimination must be practiced in the selection and retention of first-tier subcontractors in the selection of second-tier subcontractors.
 - iii) That such discrimination must not be practiced against the public in their access to and use of the facilities and services provided for public accommodations (such as eating, sleeping, rest, recreation), and operation on, over, or under the space of the State highway right-of-way.
 - iv) That the Permittee must use the premises in compliance with all other requirements imposed pursuant to Title 15, Code of Federal Regulations, Commerce and Foreign Trade, Subtitle A. Office of the Secretary of Commerce, Part 8 (15 C.F.R. Part 8) and as said Regulations may be amended.
- b) That in the event of breach of any of the above nondiscrimination covenants, the State and the Department have the right to terminate this encroachment permit and to re-enter and repossess said land and the facilities thereon and hold the same as if said permit had never been made or issued.
31. **MAINTENANCE:** The Permittee is responsible at Permittee's sole expense for the encroachment, and the inspection, maintenance, repair, and condition thereof, so that it does not negatively impact State highway safety, maintenance, operations, construction, activities needed for construction/reconstruction, State facilities, or other encroachments. Additional permits or approval documents may be required authorizing additional work related to inspection, repair, and/or maintenance activities.
32. **SPECIAL EVENTS:** In accordance with subdivision (a) of Streets and Highways Code section 682.5 and 682.7, the Department is not responsible for the conduct or operation of the permitted activity, and the applicant agrees to defend, indemnify, and hold harmless the United States, the State, the Department, and the Directors, officers, employees, agents, and contractors of the State and/or of the Department, including but not limited to the Director of Transportation and the Deputy Directors, from any and all claims, demands, damages, costs, liability, suits, or actions of every name, kind and description arising out of any activity for which this encroachment permit is issued.
- The Permittee is required, as a condition of this encroachment permit, for any event that awards prize compensation to competitors in gendered categories, for any participant level that receives prize compensation, to ensure the prize compensation for each gendered category is identical at each participant level. (Streets and Highways Code, section 682.7.)
- The Permittee understands and agrees to comply with the obligations of Titles II and III of the Americans with Disabilities Act in the conduct of the event, and further agrees to defend, indemnify, and save harmless the United State, the State and the Department, and the Directors, officers, and employees of the State and/or Department, including but not limited to the Director of the Department and the Deputy Directors, from any and all claims, demands, damages, costs, liability, suits, or actions of every name, kind and description arising out of or by virtue of the Americans with Disabilities Act.
33. **PRIVATE USE OF STATE HIGHWAY RIGHT-OF-WAY:** State highway right-of-way must not be used for private purposes without compensation to the State. The gifting of public property uses and therefore public funds is prohibited under the California Constitution, Article XVI, Section 6.
34. **FIELD WORK REIMBURSEMENT:** Permittee must reimburse the Department for field work performed on Permittee's behalf to correct or remedy hazards or damaged facilities, or to clear refuse, debris, etc. not attended to by the Permittee.
35. **LANE CLOSURE REQUEST SUBMITTALS AND NOTIFICATION OF CLOSURES TO THE DEPARTMENT:** Lane closure request submittals and notifications must be in accordance with Section 12-4.02, and Section 12.4-04, of the Department's Standard Specifications or as directed by the Department's representative. The Permittee must notify the Department's representative and the Traffic Management Center ("TMC") before initiating a lane closure or conducting an activity that may cause a traffic impact. In emergency situations when the corrective work or the emergency itself may affect traffic, the Department's representative and the TMC must be notified as soon as possible.
36. **SUSPENSION OF TRAFFIC CONTROL OPERATION:** The Permittee, upon notification by the Department's representative, must immediately suspend all traffic lane, bike lane, sidewalk, crosswalk, and/or shoulder closure operations and any operation that impedes the flow of traffic. All costs associated with this suspension must be borne by the Permittee.
37. **UNDERGROUND SERVICE ALERT (USA) NOTIFICATION:** Any excavation requires compliance with the provisions of Government Code section 4216 et seq., including but not limited to notice to a regional notification center, such as Underground Service Alert (USA). The Permittee must provide notification to the Department representative at least five (5) business days before, and the regional notification center at least forty-

ENCROACHMENT PERMIT GENERAL PROVISIONS

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

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

Notwithstanding the requirements of the previous paragraph, all construction, design, and maintenance of public facilities must also comply with the Department's

Design Information Bulletin 82, "Pedestrian Accessibility Guidelines for Highway Projects" and Standard Plans & Specifications on "Temporary Pedestrian Access Routes."

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

**Chart No. 1
Road Lane Requirement Hours**

County: SD	Route/Direction: 805 / EB -WB Clairmont Mesa Blvd.		PM: N/A																								
Closure Limits: At Rte. 805																											
FROM HOUR TO HOUR	24	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24		
Mondays through Thursdays	1	1	1	1	1																				1	1	
Fridays	1	1	1	1	1																						
Saturdays																											
Sundays																									1	1	1

Legend:

- 1 Provide at least one through traffic lane open in direction of travel
- Work permitted within project right of way where shoulder or lane closure is not required.

REMARKS:

Permit # 0514-(11-22-NTK)-SPSALEM-05-07-2022

**Chart No. 2
Complete Ramp Lane Hours**

County: SD	Route/Direction: 805 / SB	PM: 22.753

Closure Limits: SB 805 Exit ramp to WB Clairmont Mesa Blvd.

FROM HOUR TO HOUR	24	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	
Mondays through Thursdays	C	C	C	C	C																			C	C	
Fridays	C	C	C	C	C																					
Saturdays																										
Sundays																								C	C	C

Legend:

Ramp maybe closed completely,

Work is allowed within the highway where a shoulder or lane closure is not required.

REMARKS:

[NOTE: When an Off-ramp is closed completely or partially, place a PCMS \(Portable Changeable Message Sign\) in the direction of travel allowing the traffic the option to use the preceding Off-ramp and warning them of the ramp closure ahead.](#)

Permit # 0514-(11-22-NTK)-SPSALEM-05-07-2022

285

Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS

Atifa Ferouz
REGISTERED CIVIL ENGINEER

May 31, 2018
PLANS APPROVAL DATE

Atifa Ferouz
No. C80402
Exp. 3-31-19
REGISTERED PROFESSIONAL ENGINEER
CIVIL
STATE OF CALIFORNIA

THE STATE OF CALIFORNIA OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF SCANNED COPIES OF THIS PLAN SHEET.

TABLE 1

SPEED (S)	MINIMUM TAPER LENGTH * FOR WIDTH OF OFFSET 12 FEET (W)				MAXIMUM CHANNELIZING DEVICE SPACING		
	TANGENT	MERGING	SHIFTING	SHOULDER	X	Y	Z **
	2L	L	L/2	L/3	TAPER	TANGENT	CONFLICT
mph	ft	ft	ft	ft	ft	ft	ft
20	160	80	40	27	20	40	10
25	250	125	63	42	25	50	12
30	360	180	90	60	30	60	15
35	490	245	123	82	35	70	17
40	640	320	160	107	40	80	20
45	1080	540	270	180	45	90	22
50	1200	600	300	200	50	100	25
55	1320	660	330	220	50	100	25
60	1440	720	360	240	50	100	25
65	1560	780	390	260	50	100	25
70	1680	840	420	280	50	100	25
75	1800	900	450	300	50	100	25

* - For other offsets, use the following merging taper length formula for L:
For speed of 40 mph or less, $L = WS^2/60$
For speed of 45 mph or more, $L = WS$

Where: L = Taper length in feet

W = Width of offset in feet

S = Posted speed limit, off-peak 85th-percentile speed prior to work starting, or the anticipated operating speed in mph

** - Use for taper and tangent sections where there are no pavement markings or where there is a conflict between existing pavement markings and channelizers (CA).

TABLE 2

SPEED *	Min D **	DOWNGRADE Min D ***		
		-3%	-6%	-9%
		ft	ft	ft
mph	ft	ft	ft	ft
20	115	116	120	126
25	155	158	165	173
30	200	205	215	227
35	250	257	271	287
40	305	315	333	354
45	360	378	400	427
50	425	446	474	507
55	495	520	553	593
60	570	598	638	686
65	645	682	728	785
70	730	771	825	891
75	820	866	927	1003

* - Speed is posted speed limit, off-peak 85th-percentile speed prior to work starting, or the anticipated operating speed in mph

** - Longitudinal buffer space or flagger station spacing

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

TABLE 3

ROAD TYPE	DISTANCE BETWEEN SIGNS *		
	A	B	C
	ft	ft	ft
URBAN - 25 mph OR LESS	100	100	100
URBAN - MORE THAN 25 mph TO 40 mph	250	250	250
URBAN - MORE THAN 40 mph	350	350	350
RURAL	500	500	500
EXPRESSWAY / FREEWAY	1000	1500	2640

* - The distances are approximate, are intended for guidance purposes only, and should be applied with engineering judgment. These distances should be adjusted by the Engineer for field conditions, if necessary, by increasing or decreasing the recommended distances.

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

**TRAFFIC CONTROL SYSTEM TABLES
FOR LANE AND RAMP CLOSURES**

NO SCALE

T9

2018 STANDARD PLAN T9

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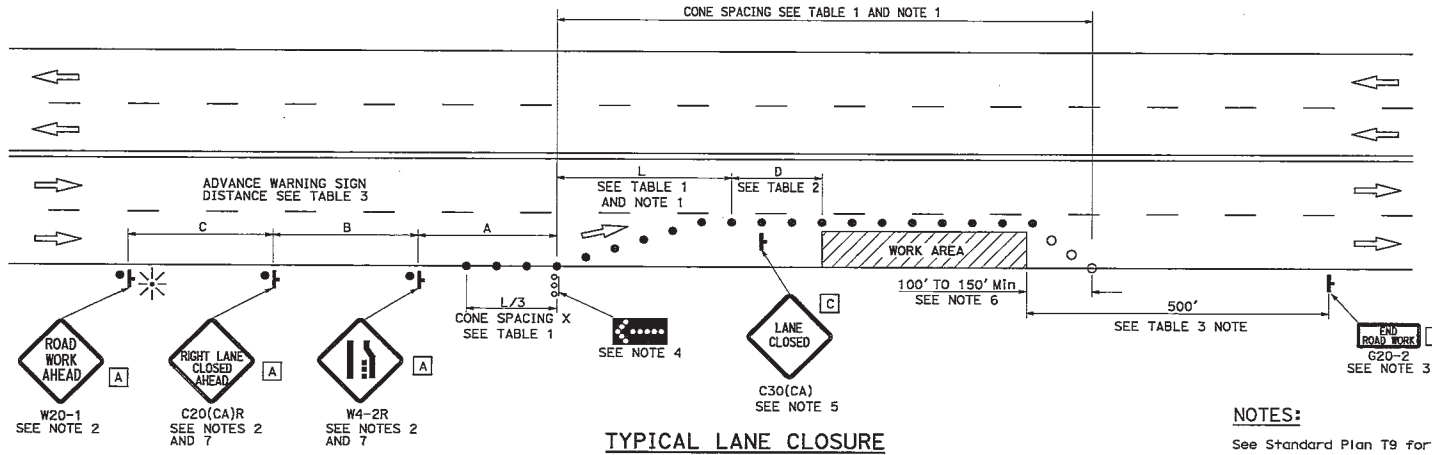
Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS

Atifa Ferouz
REGISTERED CIVIL ENGINEER

May 31, 2018
PLANS APPROVAL DATE

REGISTERED PROFESSIONAL ENGINEER
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No. C80402
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STATE OF CALIFORNIA

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TYPICAL LANE CLOSURE

NOTES:

- See Standard Plan T9 for tables.
- Use cone spacing X for taper segment, Y for tangent segment or Z for conflict situations, as appropriate, per Table 1, unless X, Y, or Z cone spacing is shown on this sheet.
- Provide at least one person to continuously maintain traffic control devices for lane closures.

LEGEND

- TRAFFIC CONE
- TRAFFIC CONE (OPTIONAL TAPER)
- ⊣ TEMPORARY TRAFFIC CONTROL SIGN
- ⬢ FLASHING ARROW SIGN (FAS)
- ⊞ FAS SUPPORT OR TRAILER
- ⊛ PORTABLE FLASHING BEACON

SIGN PANEL SIZE (Min)

- A 48" x 48"
- B 36" x 18"
- C 30" x 30"

NOTES:

- Portable delineators placed at one-half the spacing indicated for traffic cones may be used instead of cones for daytime closures only.
- Each advance warning sign shall be equipped with at least two flags for daytime closure. Each flag shall be at least 16" x 16" in size and shall be orange or fluorescent red-orange in color. Flashing beacons shall be placed at the locations indicated for lane closure during hours of darkness.
- A G20-2 "END ROAD WORK" sign shall be placed at the end of the lane closure unless the end of work area is obvious or ends within the larger project's limits.
- A minimum 1500' of sight distance shall be provided where possible for vehicles approaching the first flashing arrow sign. Lane closures shall not begin at the top of crest vertical curve or on a horizontal curve.
- Place C30(CA) "LANE CLOSED" sign at 500' to 1000' intervals throughout extended work area.
- Length may be reduced by the Engineer to address site conditions.
- Median lane closures shall conform to the details shown except that C20(CA)L and W4-2L signs shall be used.
- For approach speeds over 50 MPH, use the "Traffic Control System for Lane Closure on Freeways and Expressways" plan for lane closure details and requirements.

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION
**TRAFFIC CONTROL SYSTEM
FOR LANE CLOSURE ON
MULTILANE CONVENTIONAL
HIGHWAYS**
NO SCALE

T11

2018 STANDARD PLAN T11

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TYPICAL RAMP CLOSURES

SIGN PANEL SIZE (Min)

- A 48" x 48"
- B 48" x 30"
- C 36" x 36"
- D 48" x 36"

LEGEND

- TRAFFIC CONE
- ⊠ TEMPORARY TRAFFIC CONTROL SIGN
- ⚡ BARRICADES
- ⚡ PORTABLE FLASHING BEACON

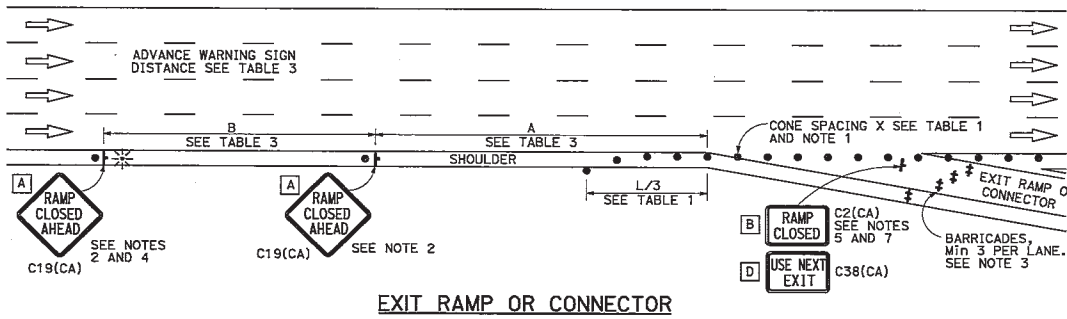
Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS

Oliver Farouq
REGISTERED CIVIL ENGINEER

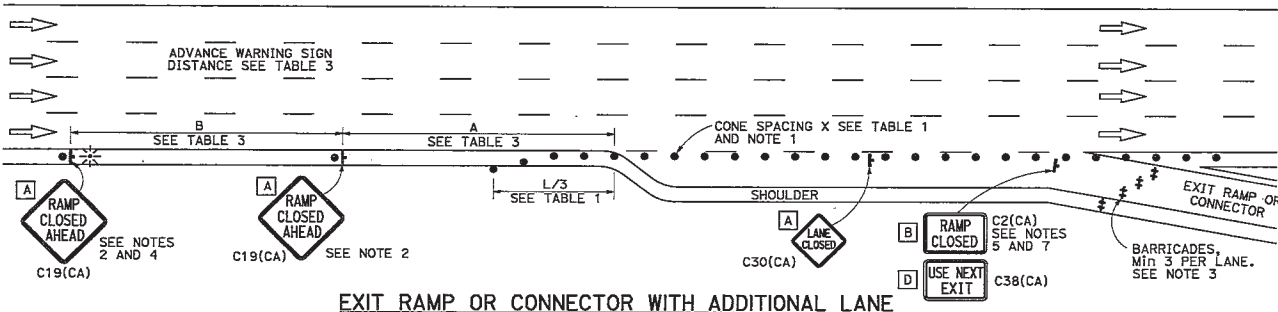
May 31, 2018
PLANS APPROVAL DATE

Atifa Farouq
REGISTERED PROFESSIONAL ENGINEER
No. C80402
Exp. 3-31-19
CIVIL
STATE OF CALIFORNIA

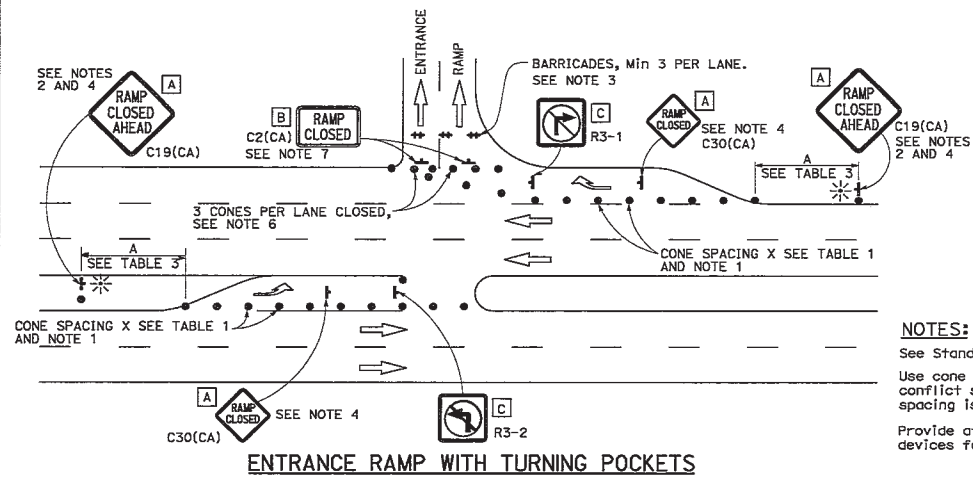
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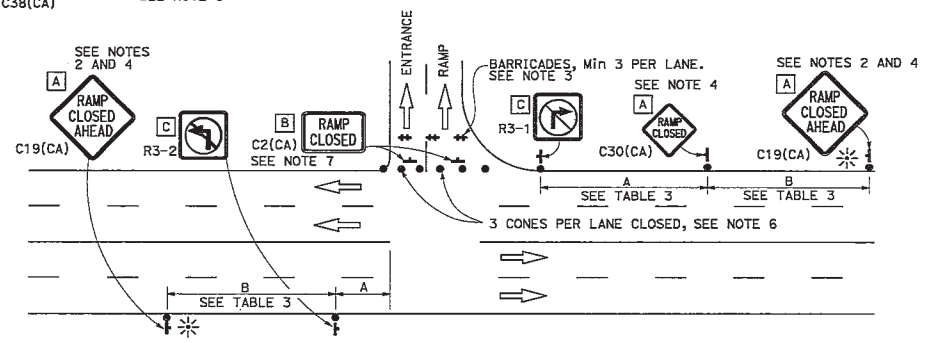
EXIT RAMP OR CONNECTOR



EXIT RAMP OR CONNECTOR WITH ADDITIONAL LANE



ENTRANCE RAMP WITH TURNING POCKETS



ENTRANCE RAMP WITHOUT TURNING POCKETS

NOTES:

1. Portable delineators placed at one-half the spacing indicated for traffic cones may be used instead of cones for daytime closures only.
2. Each advance warning C19(CA) "RAMP CLOSED AHEAD" sign shall be equipped with at least two flags for daytime closure. Each flag shall be at least 16" x 16" in size and shall be orange or fluorescent red-orange in color. A flashing beacon shall be placed on top of the first C19(CA) sign during hours of darkness.
3. Barricades shall be Type I, II or III for closures lasting one week or less and Type III for closures lasting longer than one week.
4. In addition to placing the C19(CA) "RAMP CLOSED AHEAD" and C30(CA) "RAMP CLOSED" signs, black on orange overlay plates with the word "closed" may be mounted. As directed by the Engineer on all guide signs that refer to the closed ramp. The letter size on the overlay shall be the same as the guide sign.
5. The existing "EXIT" signs shall be covered during ramp closures.
6. A minimum of 3 cones shall be placed transversely across each closed lane and shoulder.
7. C2(CA) sign shall be black and white.

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

**TRAFFIC CONTROL SYSTEM
FOR RAMP CLOSURE**

NO SCALE

CLAIREMONT MESA EAST IMPROVEMENTS 2 TRAFFIC CONTROL PLANS

TRAFFIC CONTROL NOTES:

- VALIDATION:** THIS TRAFFIC CONTROL PLAN IS NOT VALID UNTIL WORK DATES ARE APPROVED. THE CONTRACTOR SHALL PER SECTION 601-2 OF THE CITY SUPPLEMENT TO THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION, CONTACT THE PUBLIC WORKS TRAFFIC CONTROL SECTION AT (858) 495-4742 TO OBTAIN A PERMIT. THE CONTRACTOR MUST SUBMIT A COMPLETE TRAFFIC CONTROL PERMIT FORM A MINIMUM OF TWO (2) WORKING DAYS PRIOR TO STARTING WORK, OR FIVE (5) WORKING DAYS WHEN THE WORK WILL AFFECT A TRAFFIC SIGNAL.
- STANDARDS:** THIS TRAFFIC CONTROL PLAN SHALL CONFORM TO THE EACH OF THE FOLLOWING MANUALS:

DOCUMENT NO.	EDITION	DESCRIPTION
ECPI0022-01	2021	STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION ("GREENBOOK")
ECPI0022-02	2021	CITY OF SAN DIEGO SUPPLEMENT TO THE "GREENBOOK" ("WHITEBOOK")
ECPI0022-03	2021	CITY OF SAN DIEGO STANDARD DRAWINGS
PFPI060210	2014	CALIFORNIA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (CA MUTCD) REV 6
PFPI03019-06	2018	CALTRANS STANDARD PLANS AND SPECIFICATIONS
- NOTIFICATIONS:** THE CONTRACTOR SHALL NOTIFY THE FOLLOWING AFFECTED AGENCIES A MINIMUM OF FIVE (5) WORKING DAYS PRIOR TO ANY EXCAVATION, CONSTRUCTION OR TRAFFIC CONTROL:

AGENCY	CONTACT	PHONE
FIRE DEPARTMENT DISPATCH	(STREET OR ALLEY CLOSURE)	(858) 573-1300
POLICE DEPARTMENT DISPATCH	(STREET OR ALLEY CLOSURE)	(858) 531-2000
ENVIRONMENTAL SERVICES	(REFUSE COLLECTION)	(858) 492-5060
STREET DIVISION/ELECTRICAL	(TRAFFIC SIGNALS)	(619) 527-7500
METROPOLITAN TRANSIT SYSTEM	(BUS STOPS)	(619) 595-7038 EXT 6451
METROPOLITAN TRANSIT SYSTEM	(STATION ZONES)	(619) 235-2644
METROPOLITAN TRANSIT SYSTEM	(TROLLEY LINES)	(619) 595-4960
UNDERGROUND SERVICE ALERT	(ANY EXCAVATION)	(800) 422-4933
- POSTING NO PARKING SIGNS:** THE CONTRACTOR SHALL POST "TOW-AWAY/NO PARKING" SIGNS SEVENTY TWO (72) HOURS IN ADVANCE FOR TEMPORARY PARKING REMOVAL. SIGNS SHALL INDICATE SPECIFIC DAYS, DATES, AND TIMES OF RESTRICTIONS.
- EXCAVATIONS:** EXCEPT AS OTHERWISE SHOWN ON THE PLANS, TRENCHES SHALL BE BACKFILLED OR TRENCH-PLATED AT THE END OF EACH WORK DAY. AN ASPHALT RAMP SHALL BE PLACED AROUND EACH TRENCH PLATE TO PREVENT THE PLATE FROM BEING DISLODGED. CONTRACTOR SHALL MONITOR TRENCH PLATES DURING NON-WORKING HOURS TO ENSURE THAT THEY DO NOT DISLODGE. UPON COMPLETION OF EXCAVATION BACKFILL, THE CONTRACTOR SHALL PROVIDE A SATISFACTORY SURFACE FOR TRAFFIC. WHEN CONSTRUCTION OPERATIONS ARE NOT ACTIVE IN PROGRESS, THE CONTRACTOR SHALL MAINTAIN ALL TRAVEL LANES, BIKE LANES AND PEDESTRIAN WALKWAYS OPEN TO APPROPRIATE TRAFFIC, EXCEPT AS OTHERWISE SHOWN ON THE PLANS.
- RESTORATION OF TRAFFIC CONTROL DEVICES:** THE CONTRACTOR SHALL REPAIR OR REPLACE TRAFFIC CONTROL DEVICES INCLUDING TRAFFIC SIGNS, STRIPING, PAVEMENT MARKERS, PAVEMENT MARKINGS, CURB MARKINGS, LOOP DETECTORS, TRAFFIC SIGNAL EQUIPMENT, ETC. DAMAGED OR REMOVED AS A RESULT OF OPERATIONS AND NOT DESIGNATED FOR REMOVAL, REPAIRS AND REPLACEMENTS SHALL BE EQUAL TO EXISTING IMPROVEMENTS.
- TEMPORARY TRAFFIC SIGNAL DETECTION:** THE CONTRACTOR SHALL INSTALL CITY APPROVED TEMPORARY VIDEO OR RADAR DETECTION WHEN EXISTING TRAFFIC SIGNAL DETECTION SYSTEMS ARE DAMAGED, DISABLED OR BECOME INEFFECTIVE DUE TO CONSTRUCTION FOR A PERIOD OF FIVE (5) OR MORE DAYS. THE CONTRACTOR SHALL COMPLETELY REMOVE ALL TEMPORARY TRAFFIC SIGNAL DETECTION EQUIPMENT AND RESTORE/INSTALL A CITY APPROVED PERMANENT VEHICLE DETECTION SYSTEM UPON COMPLETION OF CONSTRUCTION. ALL INSTALLATIONS AND REMOVALS ARE SUBJECT TO APPROVAL BY THE CITY ENGINEER.
- CHANGES IN WORK:** THE CITY RESIDENT ENGINEER WILL OBSERVE THESE TRAFFIC CONTROL PLANS IN OPERATION AND RESERVES THE RIGHT TO MAKE CHANGES AS THE FIELD CONDITIONS WARRANT. ANY SUCH CHANGES SHALL BE DOCUMENTED AND SUPERSEDE THESE PLANS.
- FOR WORK NOT COVERED BY THESE TRAFFIC CONTROL PLANS:** THE CONTRACTOR SHALL PREPARE TRAFFIC CONTROL WORKING DRAWINGS AND SUBMIT THEM TO THE CITY ENGINEER. THE CONTRACTOR SHALL ALLOW A MINIMUM OF TWENTY (20) WORKING DAYS FOR REVIEW OF THE WORKING DRAWINGS. UPON APPROVAL OF THE PUBLIC WORKS TRAFFIC CONTROL SECTION WILL ISSUE A TRAFFIC CONTROL PLAN (TCP) PERMIT FOR THIS WORK.
- THE CONTRACTOR SHALL PLACE "OPEN TRENCH" SIGNS (C27(CA)) ON BARRICADES WITHIN THE WORK ZONE, AHEAD OF ANY WORK AREA WHICH INCLUDES OPEN TRENCHES IN EXCESS OF THREE (3) INCHES IN DEPTH, PER CA MUTCD SECTION 6F.03 (CA) GUIDELINES.**

SIGN LEGEND

RECOMMENDED SIGN SPACING FOR ADVANCE WARNING SIGN SERIES AND MINIMUM TAPER LENGTH

APPROACH SPEED (S) (MPH)	MINIMUM DISTANCE (FEET) BETWEEN SIGNS AND FROM LAST SIGN TO TAPER	MINIMUM TAPER LENGTHS (L) (FEET) FOR 12-FOOT LANE		
		L	1/2 L	1/3 L
25	100	125	63	42
30	250	180	90	60
35	250	245	123	82
40	250	320	160	107
45	350	540	270	180
50	350	600	300	200
55	350	660	330	220
60	350	720	360	240
65	350	780	390	260
70	350	840	420	280

L for Merge Taper
1/2 L for Shift Taper
1/3 L for Shoulder Taper

RECOMMENDED TAPER LENGTH AND MAXIMUM CHANNELIZER/CONE SPACING

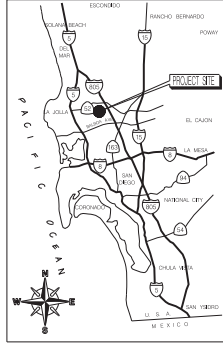
APPROACH SPEED (S) (MPH)	BUFFER LENGTH (FEET)	MAX CONE SPACING		
		TAPER	TANGENT	CONFLICT(**)
25	125	25	50	12
30	200	30	60	15
35	250	35	70	17
40	305	40	80	20
45	360	45	90	22
50	425	50	100	25
55	495	50	100	25
60	570	50	100	25
65	645	50	100	25
70	730	50	100	25

NOTES:

TAPER FORMULA
 $L = S \times W$ for speeds greater than 40 mph
 $L = \frac{W \times S^2}{60}$ for speeds of 40 mph or less
 Where:
 L = minimum length of taper (feet)
 S = Approach Speed (mph) = Posted Speed Limit or Off-peak 85% speed prior to work starting or anticipated operating speed
 W = width of offset (feet)

LEGEND

- DELINEATOR OR CONE SIGN
- PAVEMENT ARROW
- TRAFFIC SIGNAL
- WORK AREA
- FLASHING ARROW BOARD
- BARRICADE
- PFB (PORTABLE FLASHING BEACON)
- FLAGGER
- CURB RAMP
- DRIVEWAY



TRAFFIC DATA TABLE

STREET NAME	LIMITS	ADT (AVERAGE DAILY TRAFFIC VOLUME) (VEHICLES)	85th PERCENTILE SPEED (MPH)	TCP DESIGN SPEED (MPH)
CLAIREMONT MESA BLVD	DIANE AV - LONGFORD ST	26,376	39	40
CLAIREMONT MESA BLVD	LONFORD ST - LIMERICK AV	19,503	39	40
CLAIREMONT MESA BLVD	LIMERICK AV - DOLIVA DR	28,849	39	40
CLAIREMONT MESA BLVD	DOLIVA DR - SD 805	36,446	39	40
CLAIREMONT MESA BLVD	FRINK AV - DIANE AV	22,239	39	40
GENESEE AV	MT ETNA DR - DERRICK DR	24,986	46	45
GENESEE AV	BALBOA AV - MT ETNA DR	30,122	46	45

PERMIT NUMBER: _____
 CO ___ RTE ___ PM ___
 AS-BUILT PLANS FOR ROADWAY GEOMETRIC AND ABOVE GROUND FEATURES
 STATE REPRESENTATIVE _____ DATE _____
 PLAN SET ___ PAGE ___ OF ___

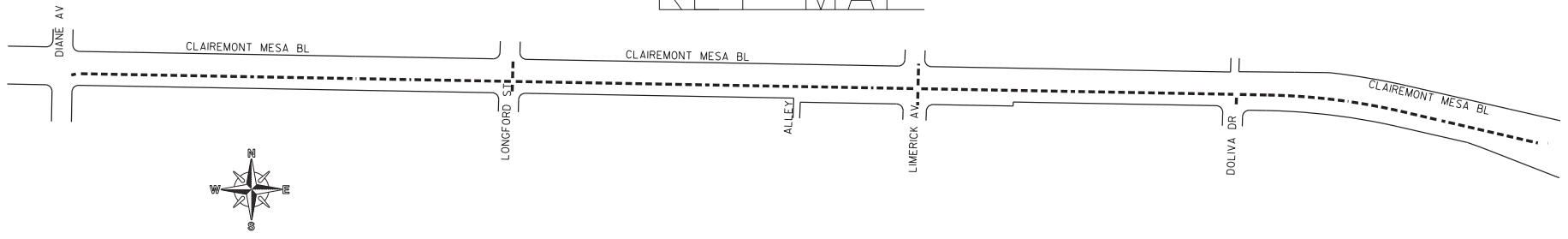
CLAIREMONT MESA EAST IMPROVEMENTS 2 TRAFFIC CONTROL PLANS

CITY OF SAN DIEGO, CALIFORNIA ENGINEERING & CAPITAL PROJECTS DEPARTMENT SHEET 11 OF 133 SHEETS		DATE: 06/01/2022	PROJECT NUMBER: B-20005 SEWER: B-20004
DESIGNED BY: LOUIS SCHULTZ	DATE: 07/24/22	PROJECT MANAGER: HEIDI LEON	
DESCRIPTION: ORIGINAL	BY: AS	APPROVED: DATE: 06/01/22	PROJECT ENGINEER: ALEX SERAFIN
SEE EACH SHEET FOR COORDINATE			SEE EACH SHEET FOR COORDINATE
CONTRACTOR: _____			NTP DATE: _____
INSPECTOR: _____			NOC DATE: _____

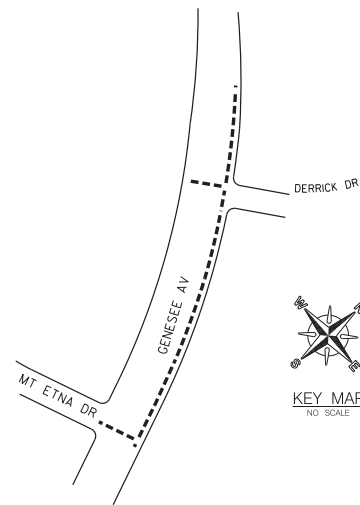


CLAIREMONT MESA EAST IMPROVEMENTS 2 TRAFFIC CONTROL

KEY MAP



LEGEND
 - - - - - PROPOSED WATER MAIN



KEY MAP
 NO SCALE

TC-2

CLAIREMONT MESA EAST IMPROVEMENTS 2
 TRAFFIC CONTROL PLANS

CITY OF SAN DIEGO, CALIFORNIA
 ENGINEERING & CAPITAL PROJECTS DEPARTMENT
 SHEET T2 OF 133 SHEETS

WATER NO. B-20005
 SEWER NO. B-20004

PROJECT NO.	06/01/2022	PROJECT MANAGER	HEIDL LEON	
DESIGNED BY	LOUIS SCHULTZ	PROJECT ENGINEER	ALEX SERAFIN	
DATE	07/24/22	PROJECT ENGINEER		
DESCRIPTION	BY	APPROVED	DATE	FILED
ORIGINAL	AS		06/10/22	
SEE EACH SHEET				
SEE EACH SHEET				



CONTRACTOR INSPECTOR _____ NTP DATE _____ MOC DATE _____ 42047-T2-D

CLAIREMONT MESA EAST IMPROVEMENTS 2 TRAFFIC CONTROL

WORK HOURS 9:00PM TO 5:00AM
 WORK DAYS SUN TO THURS

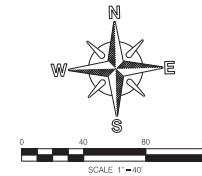
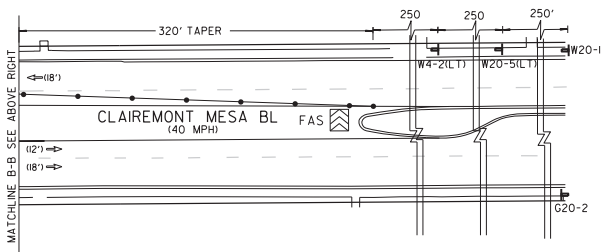
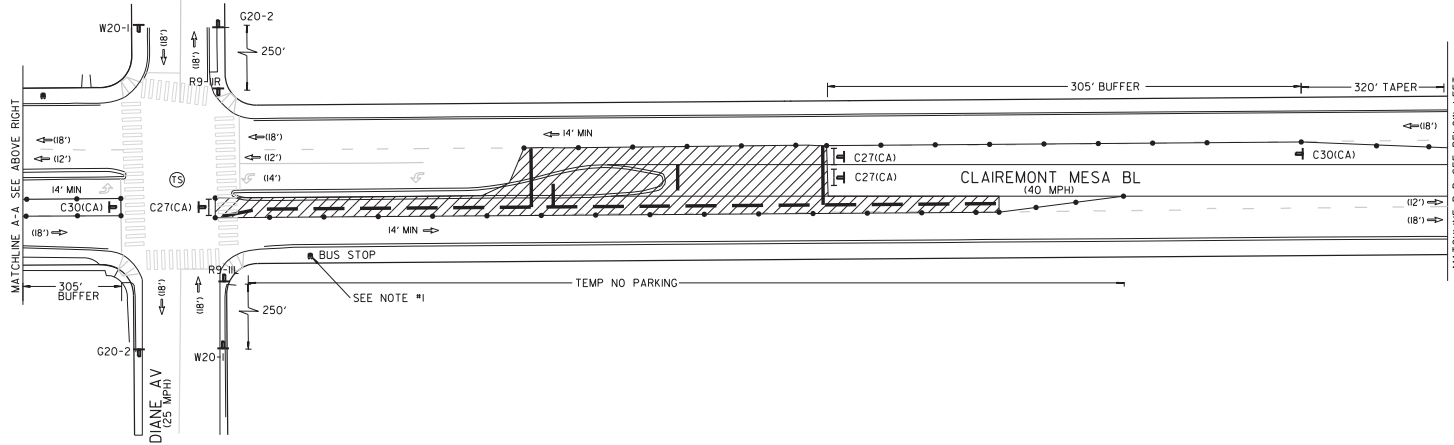
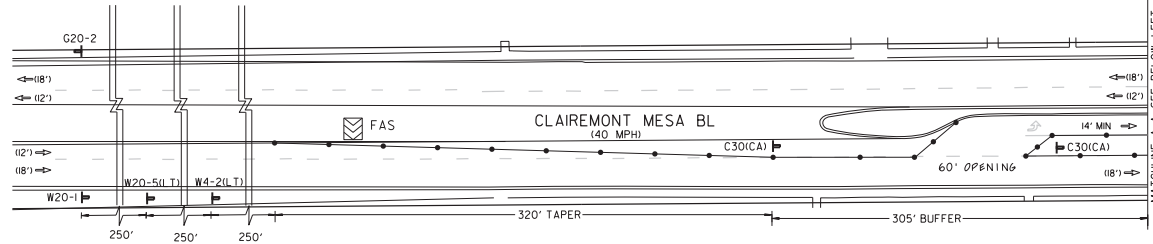
PHASE I

TRAFFIC SIGNAL NOTE: CONTRACTOR SHALL COORDINATE WITH TRAFFIC CONTROL AND SIGNAL SECTION (RSP-405-4741) A MINIMUM OF 5 (FIVE) WORKING DAYS PRIOR TO WORK AFFECTING A TRAFFIC SIGNAL.

CLAIREMONT MESA BL & DIANE AV TRAFFIC SIGNAL TO REMAIN OPERATIONAL

NOTES:
 1. CONTRACTOR SHALL CONTACT TRANSIT DISTRICT (MTS) A MINIMUM OF 15(DAYS) PRIOR TO START OF WORK TO RELOCATE OR CLOSE BUS STOP.
 2. CONTRACTOR SHALL INSTALL W20-1 AND G20-2 SIGNS ON ALL ADJACENT STREETS WITHIN THE CONSTRUCTION ZONE.

SIGN LEGEND



TC-3
 CLAIREMONT MESA EAST IMPROVEMENTS 2
 TRAFFIC CONTROL PLANS

CITY OF SAN DIEGO, CALIFORNIA ENGINEERING & CAPITAL PROJECTS DEPARTMENT SHEET 73 OF 133 SHEETS		WATER BUS B-20005 SEWER BUS B-20004
PROJECT NO. 06/01/2022	DATE 06/01/2022	PROJECT MANAGER HEIDILEON
DESIGNER LOUIS SCHULTZ	DATE C72142	PROJECT ENGINEER ALEX SERAFIN
DESCRIPTION ORIGINAL	BY AS	APPROVED [Signature]
DATE	DATE	DATE
FILED	FILED	FILED
SEE EACH SHEET FOR COORDINATE		SEE EACH SHEET FOR COORDINATE
CONTRACTOR NTP DATE		CONTRACTOR NTP DATE
INSPECTOR NOC DATE		INSPECTOR NOC DATE

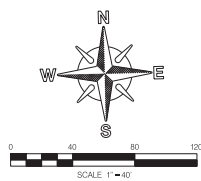
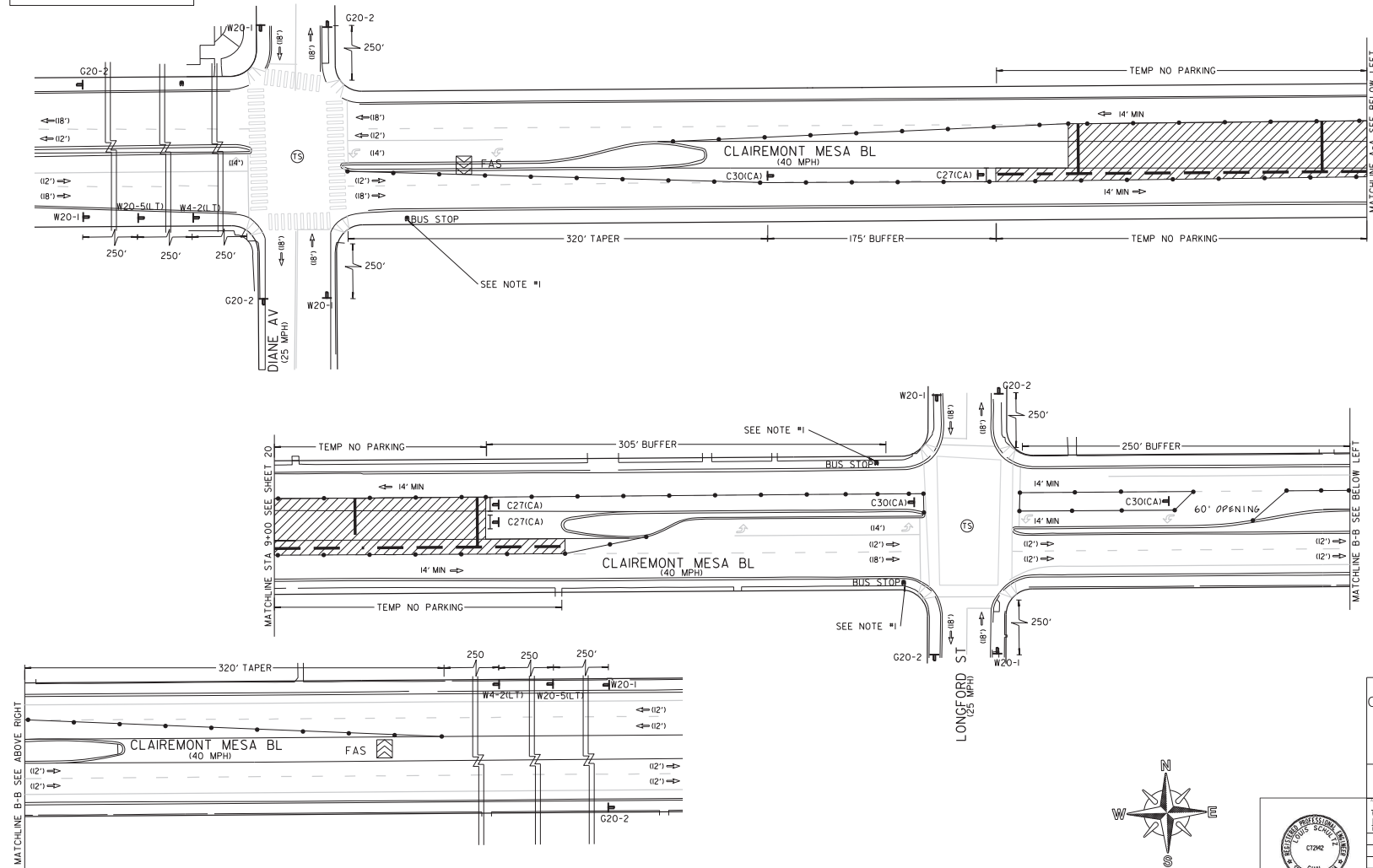
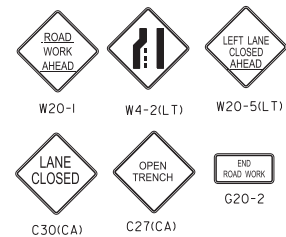
PHASE 2

WORK HOURS 9:00PM TO 5:00AM
 WORK DAYS SUN TO THURS

NOTES:
 1. CONTRACTOR SHALL CONTACT TRANSIT DISTRICT (MTS) A MINIMUM OF (5) DAYS PRIOR TO START OF WORK TO RELOCATE OR CLOSE BUS STOP.
 2. CONTRACTOR SHALL INSTALL W20-1 AND G20-2 SIGNS ON ALL ADJACENT STREETS WITHIN THE CONSTRUCTION ZONE

TRAFFIC SIGNAL NOTE: CONTRACTOR SHALL COORDINATE WITH TRAFFIC CONTROL AND SIGNAL SECTION (858-405-4741) A MINIMUM OF (5) WORKING DAYS PRIOR TO WORK AFFECTING A TRAFFIC SIGNAL.
 CLAIREMONT MESA BL & DIANE AV TRAFFIC SIGNAL TO REMAIN OPERATIONAL
 CLAIREMONT MESA BL & LONGFORD ST TRAFFIC SIGNAL TO REMAIN OPERATIONAL

SIGN LEGEND



TC-4

CLAIREMONT MESA EAST IMPROVEMENTS 2 TRAFFIC CONTROL PLANS

CITY OF SAN DIEGO, CALIFORNIA
 ENGINEERING & CAPITAL PROJECTS DEPARTMENT
 SHEET 14 OF 133 SHEETS

PROJECT NO.	06/01/2022	DATE	HEIDLEON	PROJECT MANAGER
DESIGNER	LOUIS SCHULTZ	DATE	C72142	ALEX SERAFIN
PROJECT ENGINEER				
DESCRIPTION	BY	APPROVED	DATE	FILED
ORIGINAL	AS			

SEE EACH SHEET FOR COORDINATE
 SEE EACH SHEET FOR COORDINATE
 CONTRACTOR NTP DATE
 INSPECTOR NOC DATE 42047-T4-D

CLAIREMONT MESA EAST IMPROVEMENTS 2 TRAFFIC CONTROL

WORK HOURS 9:00PM TO 5:00AM
 WORK DAYS SUN TO THURS

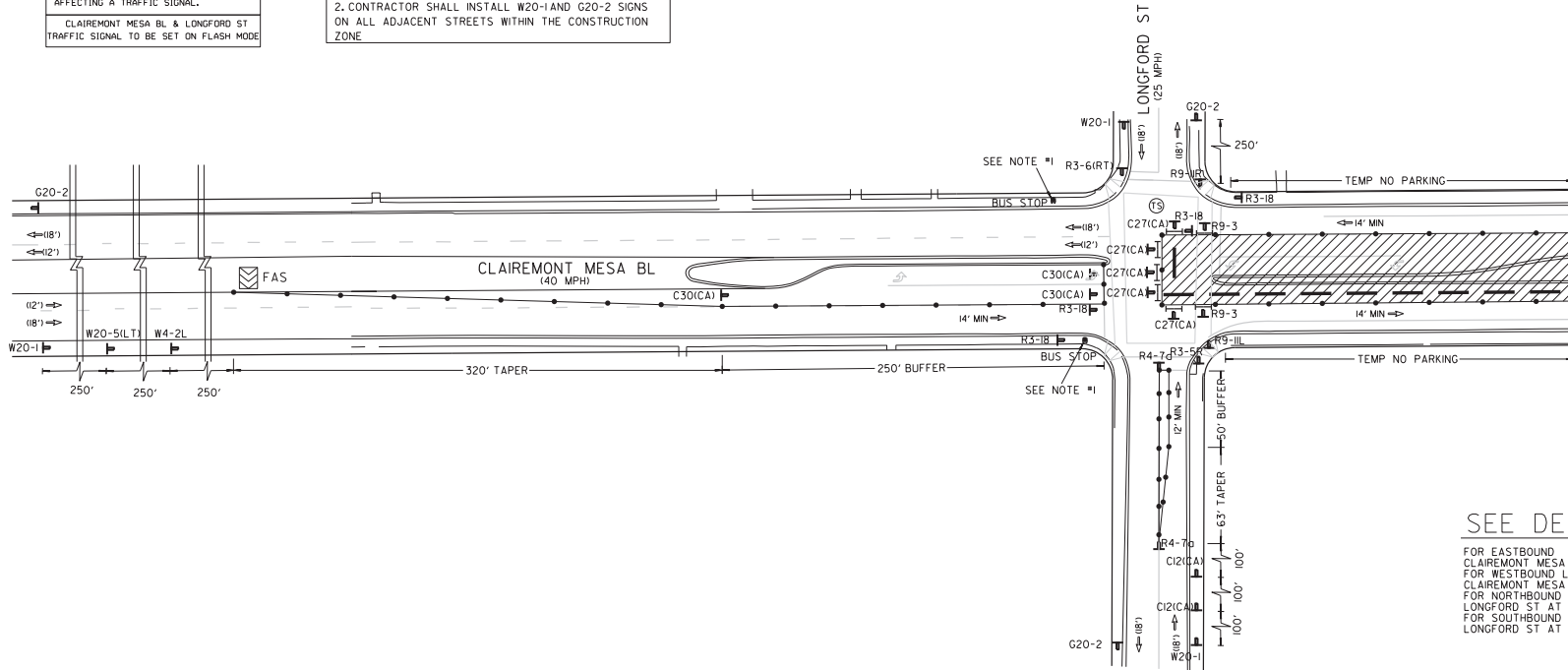
TRAFFIC SIGNAL NOTE: CONTRACTOR SHALL COORDINATE WITH TRAFFIC CONTROL AND SIGNAL SECTION (688-495-474) A MINIMUM OF FIVE WORKING DAYS PRIOR TO WORK AFFECTING A TRAFFIC SIGNAL.
 CLAIREMONT MESA BL & LONGFORD ST TRAFFIC SIGNAL TO BE SET ON FLASH MODE

NOTES:
 1. CONTRACTOR SHALL CONTACT TRANSIT DISTRICT (MTS) A MINIMUM OF (5) DAYS PRIOR TO START OF WORK TO RELOCATE OR CLOSE BUS STOP.
 2. CONTRACTOR SHALL INSTALL W20-1 AND G20-2 SIGNS ON ALL ADJACENT STREETS WITHIN THE CONSTRUCTION ZONE

PHASE 4

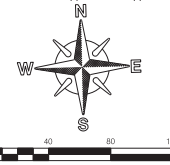
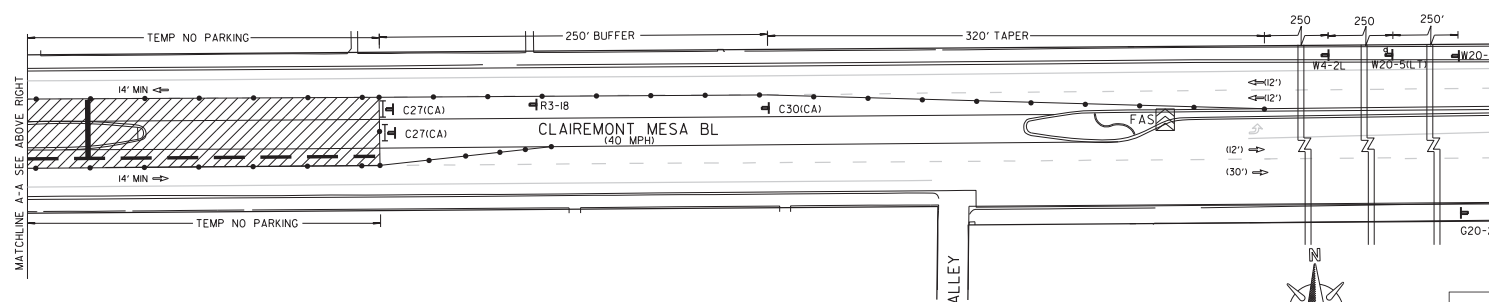
SIGN LEGEND

W20-1 W4-2(LT) W20-5(LT)
 LANE CLOSED OPEN TRENCH END ROAD WORK
 C30(CA) C27(CA) G20-2
 SIDEWALK CLOSED CROSS HERE R3-1B R3-1B
 SIDEWALK CLOSED CROSS HERE ONLY R3-5R R3-5R
 R9-1IR R3-6(RT) R4-7a C12(CA)
 NARROW LANE



SEE DETOUR PLAN I(TC-30)

FOR EASTBOUND LEFT TURN PROHIBITION ON CLAIREMONT MESA BLVD AT LONGFORD ST
 FOR WESTBOUND LEFT TURN PROHIBITION ON CLAIREMONT MESA BLVD AT LONGFORD ST
 FOR NORTHBOUND LEFT TURN PROHIBITION ON LONGFORD ST AT CLAIREMONT MESA BLVD
 FOR SOUTHBOUND LEFT TURN PROHIBITION ON LONGFORD ST AT CLAIREMONT MESA BLVD



TC-6
 CLAIREMONT MESA EAST IMPROVEMENTS 2
 TRAFFIC CONTROL PLANS

CITY OF SAN DIEGO, CALIFORNIA
 ENGINEERING & CAPITAL PROJECTS DEPARTMENT
 SHEET T6 OF 133 SHEETS

PROJECT NO. B-20005
 SEWER NO. B-20004

DATE 06/01/2022
 PROJECT MANAGER HEIDILEON
 PROJECT ENGINEER ALEX SERAFIN

DESCRIPTION	BY	APPROVED	DATE	FILED
ORIGINAL	AS			

SEE EACH SHEET
 COORDINATE
 SEE EACH SHEET
 COORDINATE

CONTRACTOR NTP DATE 42047-T6-D
 INSPECTOR MOC DATE

CLAIREMONT MESA EAST IMPROVEMENTS 2 TRAFFIC CONTROL

WORK HOURS 9:00PM TO 5:00AM
 WORK DAYS SUN TO THURS.

TRAFFIC SIGNAL NOTE: CONTRACTOR SHALL COORDINATE WITH TRAFFIC CONTROL AND SIGNAL SECTION (859-495-4741) A MINIMUM OF 5 (5) WORKING DAYS PRIOR TO WORK AFFECTING A TRAFFIC SIGNAL.
 CLAIREMONT MESA BL & LIMERICK AV TRAFFIC SIGNAL TO REMAIN OPERATIONAL
 CLAIREMONT MESA BL & DOLIVA DR TRAFFIC SIGNAL TO REMAIN OPERATIONAL

PERMIT NUMBER: _____
 CO RTE _____
 AS-BUILT PLANS FOR ROADWAY GEOMETRIC AND ABOVE GROUND FEATURES
 STATE REPRESENTATIVE DATE _____
 PLAN SET PAGE OF _____

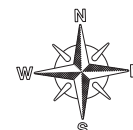
NOTES:
 1. CONTRACTOR SHALL CONTACT TRANSIT DISTRICT (MTS) A MINIMUM OF (5) DAYS PRIOR TO START OF WORK TO RELOCATE OR CLOSE BUS STOP.
 2. CONTRACTOR SHALL INSTALL W20-1 AND G20-2 SIGNS ON ALL ADJACENT STREETS WITHIN THE CONSTRUCTION ZONE

PHASE 6

SIGN LEGEND

SEE DETOUR PLAN 3 (TC-30)

FOR WESTBOUND LEFT TURN PROHIBITION ON CLAIREMONT MESA BLVD AT LIMERICK AVE



TC-8

CLAIREMONT MESA EAST IMPROVEMENTS 2
 TRAFFIC CONTROL PLANS

CITY OF SAN DIEGO, CALIFORNIA
 ENGINEERING & CAPITAL PROJECTS DEPARTMENT
 SHEET T8 OF 133 SHEETS

PROJECT NO. B-20005
 WATER BUS B-20004

DATE 06/01/2022
 PROJECT MANAGER HEIDLEON

DESIGNED BY LOUIS SCHULTZ
 PROJECT ENGINEER ALEX SERAFIN

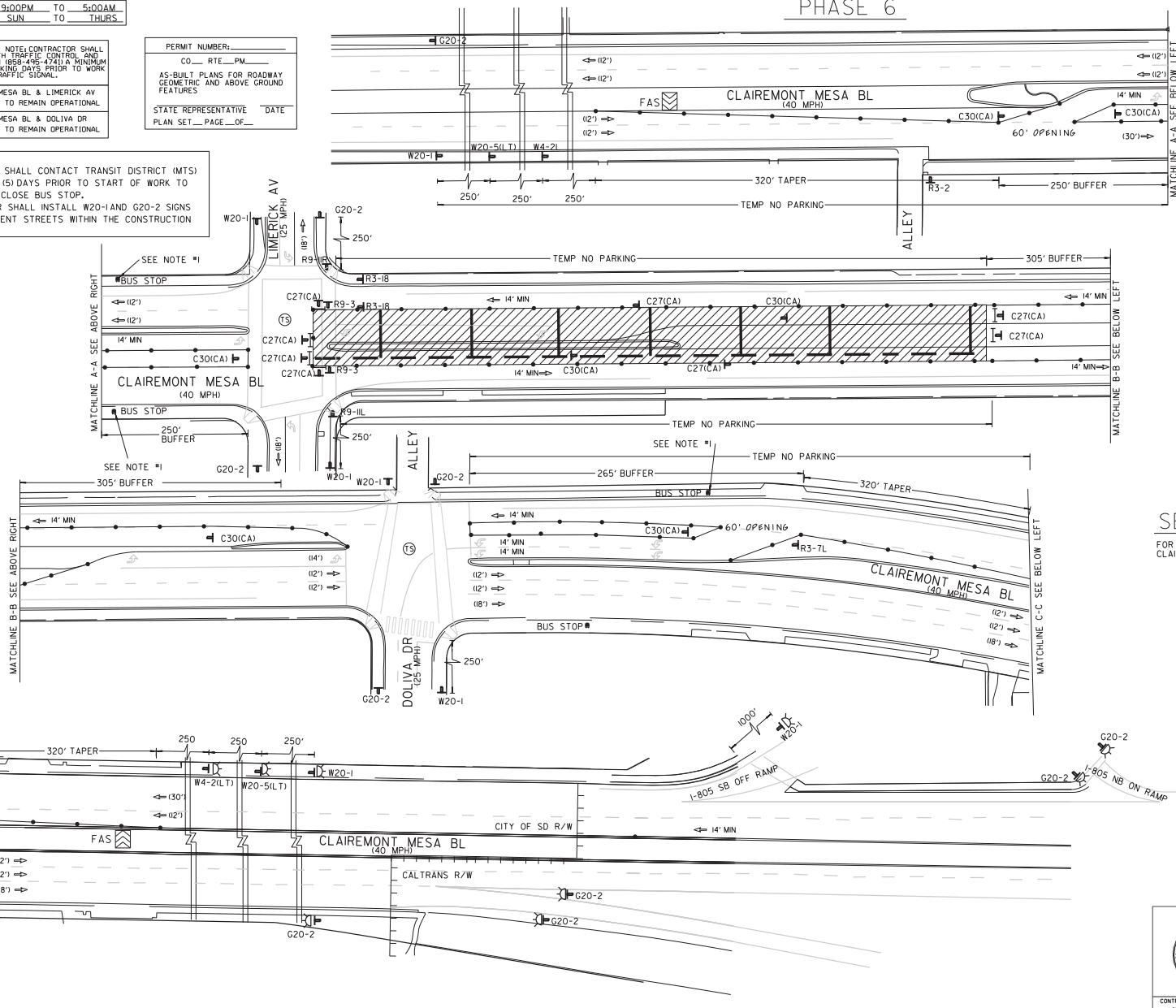
DESCRIPTION ORIGINAL AS APPROVED DATE FILED

SEE EACH SHEET
 COORDINATOR

SEE EACH SHEET
 COORDINATOR

CONTRACTOR NTP DATE
 INSPECTOR MOC DATE

42047-T8-D



CLAIREMONT MESA EAST IMPROVEMENTS 2 TRAFFIC CONTROL

WORK HOURS 9:00PM TO 5:00AM
 WORK DAYS SUN TO THURS

TRAFFIC SIGNAL NOTE: CONTRACTOR SHALL COORDINATE WITH TRAFFIC CONTROL AND SIGNAL SECTION (R98-405-474) A MINIMUM OF 5 (FIVE) WORKING DAYS PRIOR TO WORK AFFECTING A TRAFFIC SIGNAL.
 CLAIREMONT MESA BL & LIMERICK AV TRAFFIC SIGNAL TO REMAIN OPERATIONAL.
 CLAIREMONT MESA BL & DOLIVA DR TRAFFIC SIGNAL TO BE SET ON FLASH MODE

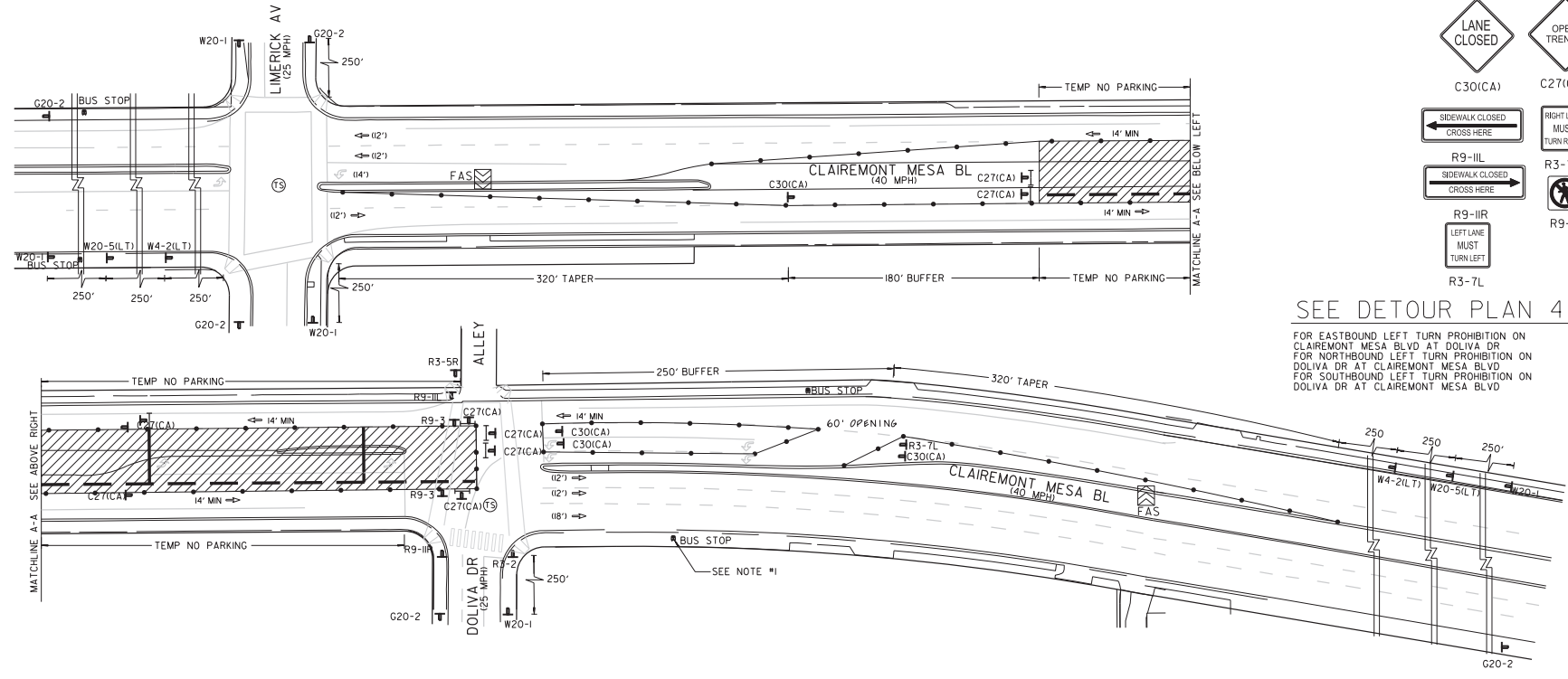
NOTES:
 1. CONTRACTOR SHALL CONTACT TRANSIT DISTRICT (MTS) A MINIMUM OF 15 DAYS PRIOR TO START OF WORK TO RELOCATE OR CLOSE BUS STOP.
 2. CONTRACTOR SHALL INSTALL W20-1 AND G20-2 SIGNS ON ALL ADJACENT STREETS WITHIN THE CONSTRUCTION ZONE

PHASE 7

SIGN LEGEND

SEE DETOUR PLAN 4 (TC-30)

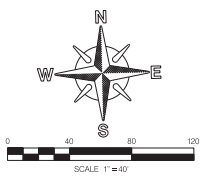
FOR EASTBOUND LEFT TURN PROHIBITION ON CLAIREMONT MESA BLVD AT DOLIVA DR
 FOR NORTHBOUND LEFT TURN PROHIBITION ON DOLIVA DR AT CLAIREMONT MESA BLVD
 FOR SOUTHBOUND LEFT TURN PROHIBITION ON DOLIVA DR AT CLAIREMONT MESA BLVD



TC-9

CLAIREMONT MESA EAST IMPROVEMENTS 2
 TRAFFIC CONTROL PLANS

CITY OF SAN DIEGO, CALIFORNIA ENGINEERING & CAPITAL PROJECTS DEPARTMENT SHEET T9 OF 133 SHEETS		DATE 06/01/2022	PROJECT NUMBER HEIDLEON
FOR BY ENGINEER LOUIS SCHULTZ	DATE C72142	PROJECT NUMBER B-20005	PROJECT ENGINEER ALEX SERAFIN
DESCRIPTION	BY	APPROVED	DATE FILED
ORIGINAL	AS		MM/DD/YY
SEE EACH SHEET FOR COORDINATE			SEE EACH SHEET FOR COORDINATE
CONTRACTOR			NTP DATE
INSPECTOR			MOC DATE



CLAIREMONT MESA EAST IMPROVEMENTS 2 TRAFFIC CONTROL

WORK HOURS 9:00PM TO 5:00AM
 WORK DAYS SUN TO THURS

NOTES:
 1. CONTRACTOR SHALL CONTACT TRANSIT DISTRICT (MTS) A MINIMUM OF (5) DAYS PRIOR TO START OF WORK TO RELOCATE OR CLOSE BUS STOP.
 2. CONTRACTOR SHALL INSTALL W20-1AND G20-2 SIGNS ON ALL ADJACENT STREETS WITHIN THE CONSTRUCTION ZONE

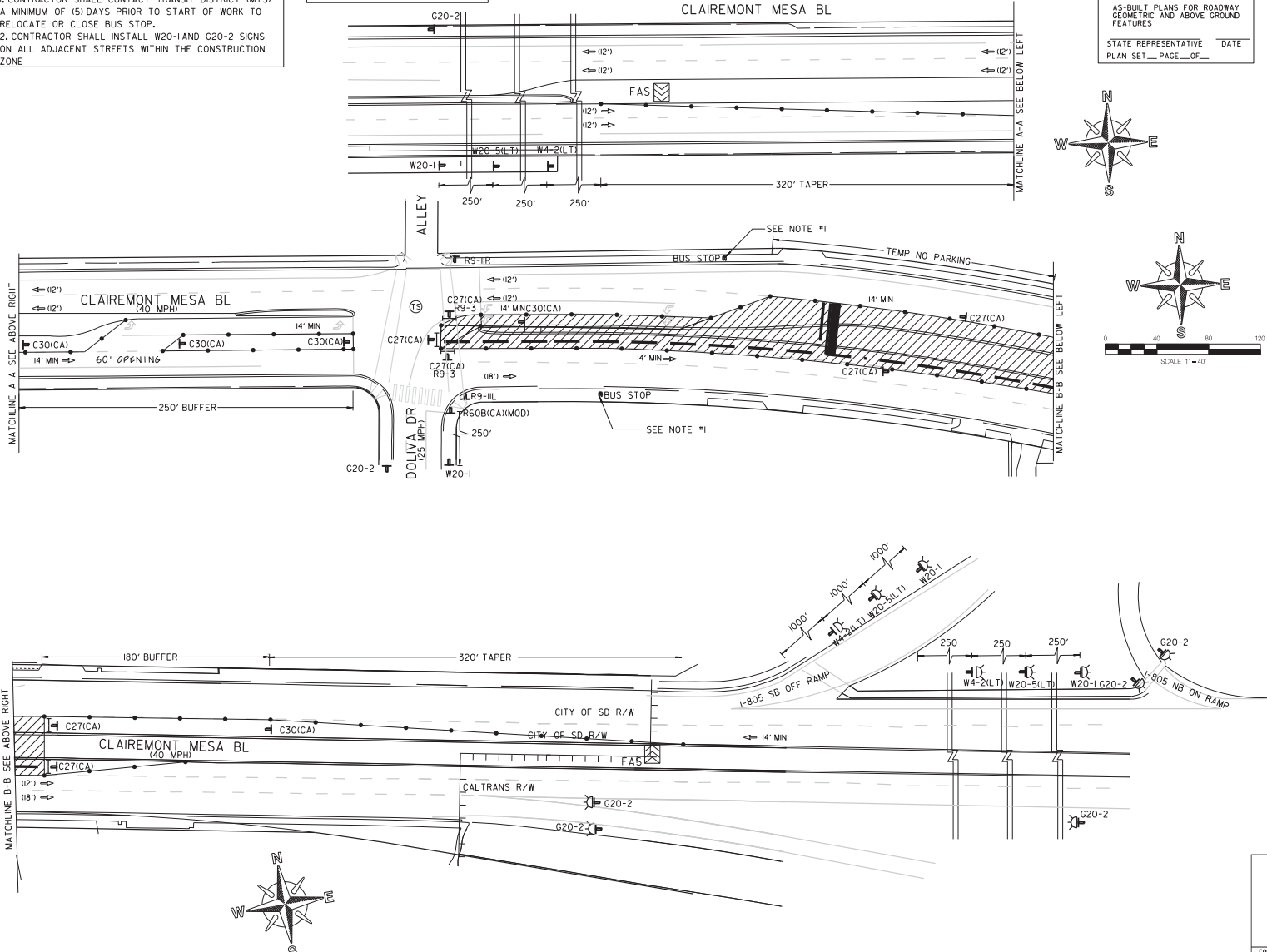
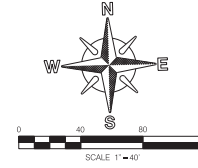
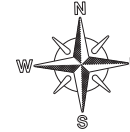
TRAFFIC SIGNAL NOTE: CONTRACTOR SHALL COORDINATE WITH TRAFFIC CONTROL AND SIGNAL SECTION (888-447-4741) A MINIMUM OF (5) (FIVE) WORKING DAYS PRIOR TO WORK AFFECTING A TRAFFIC SIGNAL.
 CLAIREMONT MESA BL & DOLIVA DR TRAFFIC SIGNAL TO REMAIN OPERATIONAL

PHASE 8

CLAIREMONT MESA BL

PERMIT NUMBER: _____
 CO. RTE. PM. _____
 AS-BUILT PLANS FOR ROADWAY GEOMETRIC AND ABOVE GROUND FEATURES
 STATE REPRESENTATIVE DATE _____
 PLAN SET PAGE OF _____

SIGN LEGEND



TC-10

CLAIREMONT MESA EAST IMPROVEMENTS 2
 TRAFFIC CONTROL PLANS

CITY OF SAN DIEGO, CALIFORNIA ENGINEERING & CAPITAL PROJECTS DEPARTMENT SHEET 110 OF 133 SHEETS		DATE: 06/01/2022	PROJECT NUMBER: B-20005
DESIGNED BY: LOUIS SCHULTZ	DATE: 06/01/2022	PROJECT MANAGER: HEIDILEON	PROJECT NUMBER: B-20004
APPROVED BY: [Signature]	DATE: 06/01/2022	PROJECT ENGINEER: ALEX SERAFIN	
DESCRIPTION: ORIGINAL	BY: AS	APPROVED: [Signature]	DATE: 06/01/2022
SEE EACH SHEET		SEE EACH SHEET	
CONTRACTOR: _____		CONTRACTOR: _____	
INSPECTOR: _____		INSPECTOR: _____	
NTP DATE: _____		NTP DATE: _____	
MOC DATE: _____		MOC DATE: _____	
		42047-T10-D	



CLAIREMONT MESA EAST IMPROVEMENTS 2 TRAFFIC CONTROL

WORK HOURS 9:00PM TO 5:00AM
 WORK DAYS SUN TO THURS

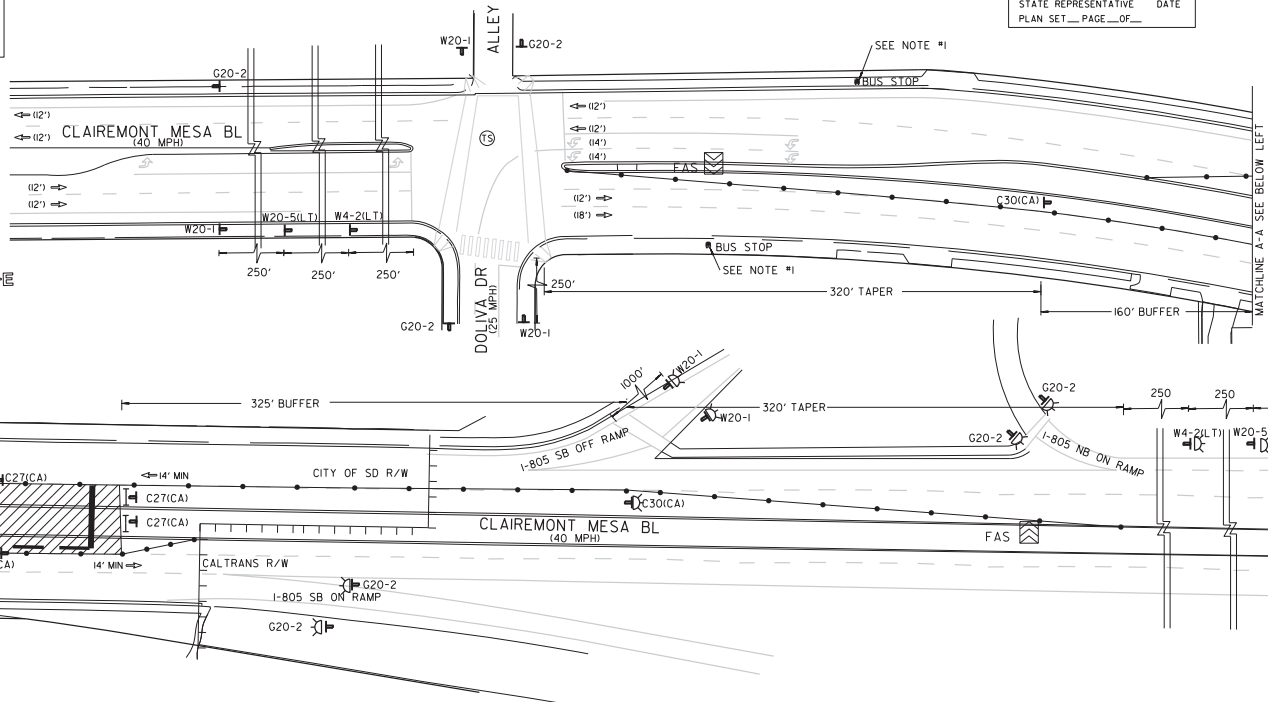
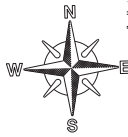
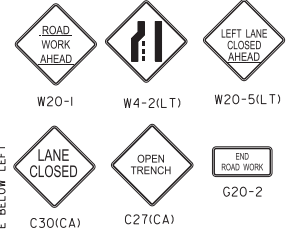
NOTES:
 1. CONTRACTOR SHALL CONTACT TRANSIT DISTRICT (MTS) A MINIMUM OF (5) DAYS PRIOR TO START OF WORK TO RELOCATE OR CLOSE BUS STOP.
 2. CONTRACTOR SHALL INSTALL W20-1 AND G20-2 SIGNS ON ALL ADJACENT STREETS WITHIN THE CONSTRUCTION ZONE

TRAFFIC SIGNAL NOTE: CONTRACTOR SHALL COORDINATE WITH TRAFFIC CONTROL AND SIGNAL SECTION (658-498-4741) A MINIMUM OF (5) WORKING DAYS PRIOR TO WORK AFFECTING A TRAFFIC SIGNAL.
 CLAIREMONT MESA BL & DOLIVA DR TRAFFIC SIGNAL TO REMAIN OPERATIONAL

PHASE 9

PERMIT NUMBER: _____
 CO. RTE. PM. _____
 AS-BUILT PLANS FOR ROADWAY GEOMETRIC AND ABOVE GROUND FEATURES
 STATE REPRESENTATIVE DATE _____
 PLAN SET PAGE ____ OF ____

SIGN LEGEND



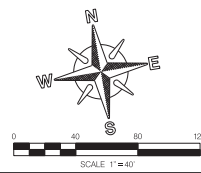
MATCHLINE A-A SEE ABOVE RIGHT

MATCHLINE A-A SEE BELOW LEFT

TC-11

CLAIREMONT MESA EAST IMPROVEMENTS 2
 TRAFFIC CONTROL PLANS

CITY OF SAN DIEGO, CALIFORNIA ENGINEERING & CAPITAL PROJECTS DEPARTMENT SHEET 114 OF 133 SHEETS		WATER BUS B-20005 SEWER BUS B-20004
PROJECT NO. C7242	DATE 06/01/2022	PROJECT MANAGER HEIDILEON
DESIGNER LOUIS SCHULTZ	DATE C7242	PROJECT ENGINEER ALEX SERAFIN
DESCRIPTION	BY	APPROVED
ORIGINAL	AS	DATE FILED
SEE EACH SHEET		COORDINATOR
SEE EACH SHEET		CONTRACTOR
CONTRACTOR		NTP DATE
INSPECTOR		MOC DATE
		42047-T11-D



CLAIREMONT MESA EAST IMPROVEMENTS 2 TRAFFIC CONTROL

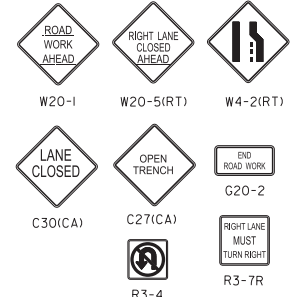
WORK HOURS 5:00PM TO 5:00AM
 WORK DAYS SUN TO THURS.

TRAFFIC SIGNAL NOTE: CONTRACTOR SHALL COORDINATE WITH TRAFFIC CONTROL AND SIGNAL SECTION (898-449-4741) A MINIMUM OF 5 (FIVE) WORKING DAYS PRIOR TO WORK AFFECTING A TRAFFIC SIGNAL.

CLAIREMONT MESA BL & DIANE AV TRAFFIC SIGNAL TO REMAIN OPERATIONAL

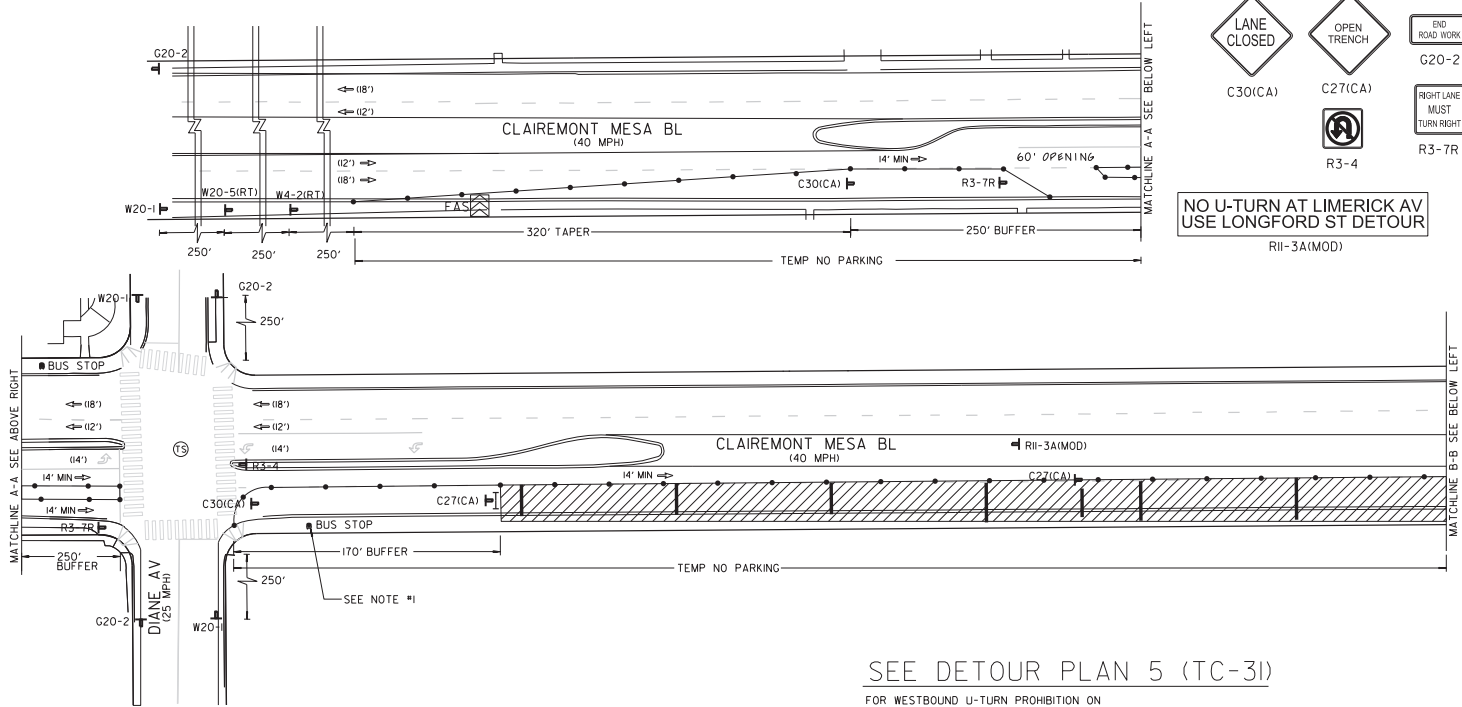
NOTES:
 1. CONTRACTOR SHALL CONTACT TRANSIT DISTRICT (MTS) A MINIMUM OF (5) DAYS PRIOR TO START OF WORK TO RELOCATE OR CLOSE BUS STOP.
 2. CONTRACTOR SHALL INSTALL W20-1 AND G20-2 SIGNS ON ALL ADJACENT STREETS WITHIN THE CONSTRUCTION ZONE.

SIGN LEGEND



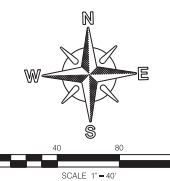
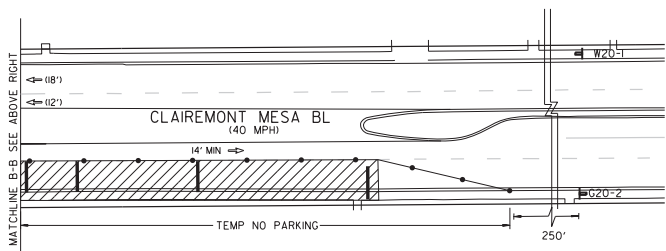
NO U-TURN AT LIMERICK AV
 USE LONGFORD ST DETOUR
 R11-3A(MOD)

PHASE 10



SEE DETOUR PLAN 5 (TC-31)

FOR WESTBOUND U-TURN PROHIBITION ON CLAREMONT MESA BLVD AT DIANE AV

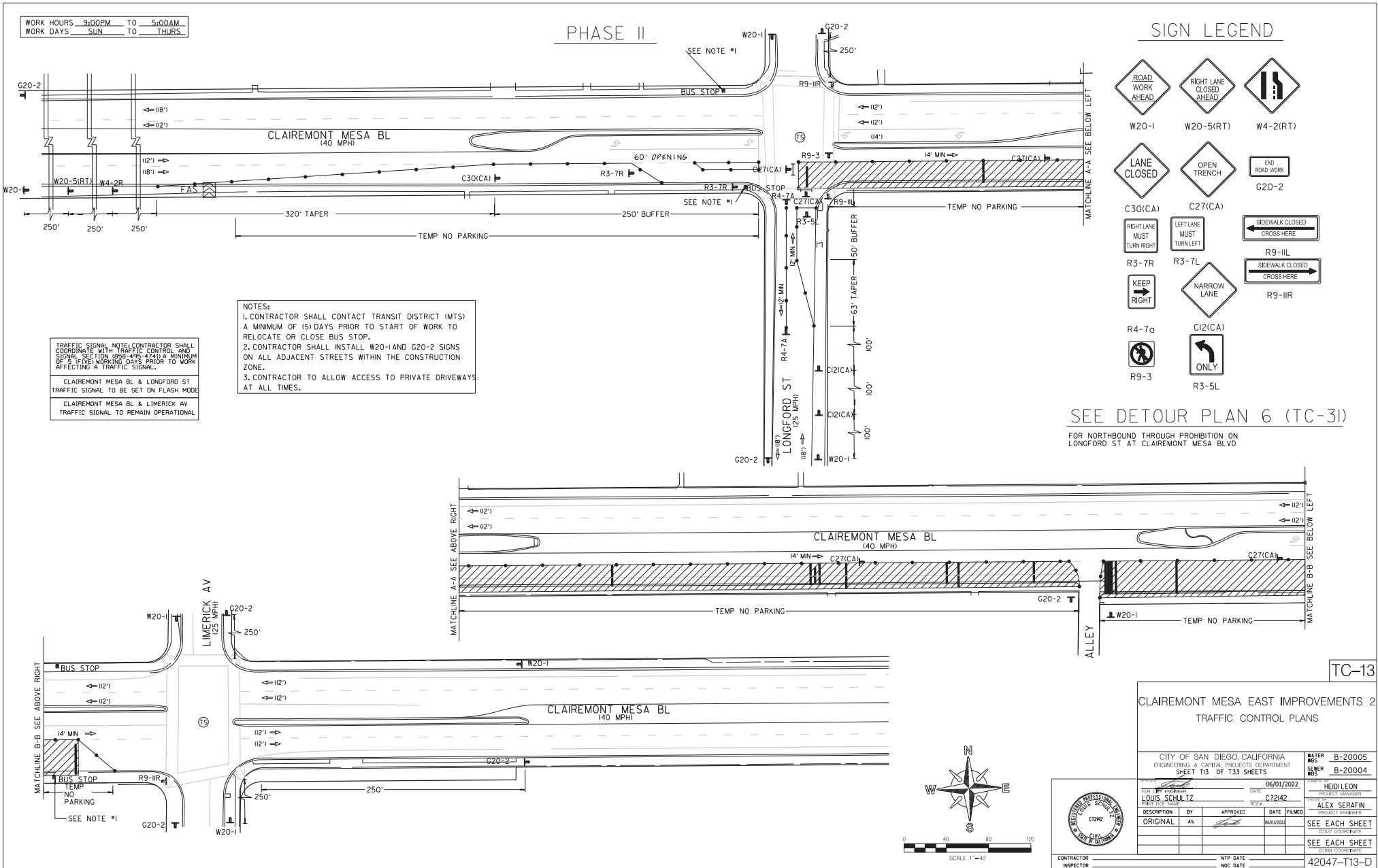


TC-12

CLAIREMONT MESA EAST IMPROVEMENTS 2
 TRAFFIC CONTROL PLANS

CITY OF SAN DIEGO, CALIFORNIA ENGINEERING & CAPITAL PROJECTS DEPARTMENT		WATER NO. B-20005 SEWER NO. B-20004
PROJECT SHEET 112 OF 133 SHEETS	DATE 06/01/2022	HEIDI LEON PROJECT MANAGER
FOR BY DESIGNED LOUIS SCHULTZ	DATE 07/24/22	ALEX SERAFIN PROJECT ENGINEER
DESCRIPTION ORIGINAL	BY AS	APPROVED [Signature]
DATE 06/10/22	DATE 06/10/22	DATE 06/10/22
FILED	FILED	FILED
SEE EACH SHEET FOR COORDINATE		SEE EACH SHEET FOR COORDINATE
CONTRACTOR		NTP DATE
INSPECTOR		MOC DATE
		42047-T12-D

CLAIREMONT MESA EAST IMPROVEMENTS 2 TRAFFIC CONTROL



CLAIREMONT MESA EAST IMPROVEMENTS 2 TRAFFIC CONTROL

WORK HOURS 9:00PM TO 5:00AM
 WORK DAYS SUN TO THURS

TRAFFIC SIGNAL NOTE CONTRACTOR SHALL COORDINATE WITH TRAFFIC CONTROL AND SIGNAL SECTION (899-466-4741) A MINIMUM OF 5 (FIVE) WORKING DAYS PRIOR TO WORK AFFECTING A TRAFFIC SIGNAL.

CLAIREMONT MESA BL & LIMERICK AV TRAFFIC SIGNAL TO BE SET ON FLASH MODE

CLAIREMONT MESA BL & DOLIVA DR TRAFFIC SIGNAL TO REMAIN OPERATIONAL

NOTES:
 1. CONTRACTOR SHALL CONTACT TRANSIT DISTRICT (MTS) A MINIMUM OF (5) DAYS PRIOR TO START OF WORK TO RELOCATE OR CLOSE BUS STOP.
 2. CONTRACTOR SHALL INSTALL W20-1 AND G20-2 SIGNS ON ALL ADJACENT STREETS WITHIN THE CONSTRUCTION ZONE.
 3. CONTRACTOR TO ALLOW ACCESS TO PRIVATE DRIVEWAYS AT ALL TIMES.

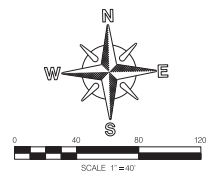
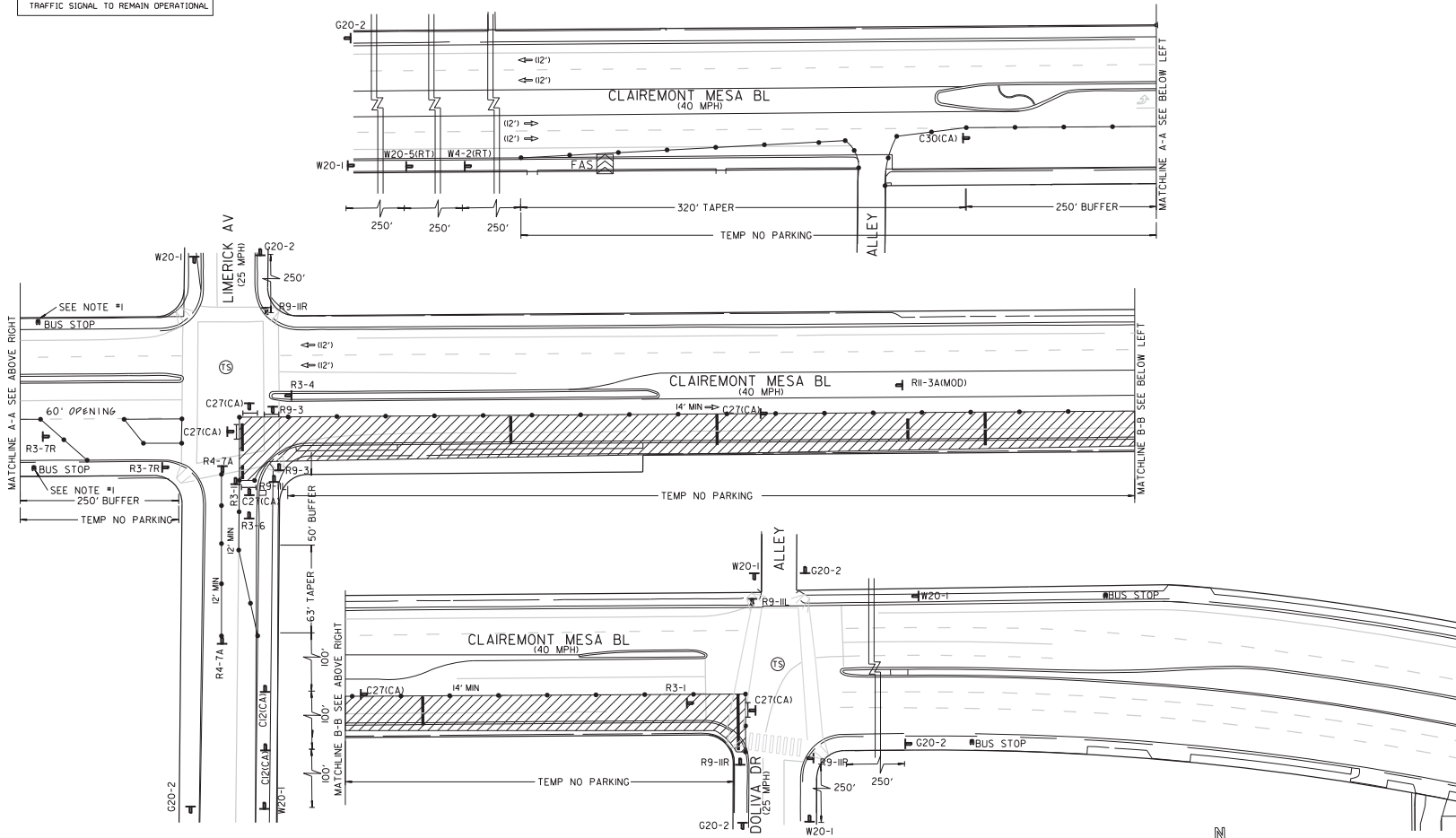
PHASE 12

SEE DETOUR PLAN 7 (TC-31)

SIGN LEGEND

FOR EASTBOUND RIGHT TURN PROHIBITION ON CLAIREMONT MESA BLVD AT DOLIVA DR
 FOR NORTHBOUND RIGHT TURN PROHIBITION ON LIMERICK AV AT CLAIREMONT MESA BLVD
 FOR WESTBOUND U-TURN PROHIBITION ON CLAIREMONT MESA BLVD AT LIMERICK AV

NO U-TURN AT LIMREICK AVE
 USE LONGFORD ST DETOUR



TC-14

CLAIREMONT MESA EAST IMPROVEMENTS 2
 TRAFFIC CONTROL PLANS

CITY OF SAN DIEGO, CALIFORNIA
 ENGINEERING & CAPITAL PROJECTS DEPARTMENT
 SHEET T14 OF 133 SHEETS

PROJECT NO. 06/01/2022
 DATE 06/01/2022

FOR BY ENGINEER LOUIS SCHULTZ
 PROJECT MANAGER HEIDILEON

DATE 07/24/22
 PROJECT ENGINEER ALEX SERAFIN

DESCRIPTION	BY	APPROVED	DATE	FILED
ORIGINAL	AS			

SEE EACH SHEET
 CROSS COORDINATE

SEE EACH SHEET
 CROSS COORDINATE

CONTRACTOR NTP DATE
 INSPECTOR NOC DATE

42047-T14-D

WORK HOURS 9:00PM TO 5:00AM
 WORK DAYS SUN TO THURS

TRAFFIC SIGNAL NOTE: CONTRACTOR SHALL COORDINATE WITH TRAFFIC CONTROL AND SIGNAL SECTION (658-496-4741) A MINIMUM OF 5 (FIVE) WORKING DAYS PRIOR TO WORK AFFECTING A TRAFFIC SIGNAL.

CLAIREMONT MESA BL & DOLIVA DR
 TRAFFIC SIGNAL TO BE SET ON FLASH MODE

- NOTES:
1. CONTRACTOR SHALL CONTACT TRANSIT DISTRICT (MTS) A MINIMUM OF (5) DAYS PRIOR TO START OF WORK TO RELOCATE OR CLOSE BUS STOP.
 2. CONTRACTOR SHALL INSTALL W20-LAND G20-2 SIGNS ON ALL ADJACENT STREETS WITHIN THE CONSTRUCTION ZONE.
 3. CONTRACTOR TO ALLOW ACCESS TO PRIVATE DRIVEWAYS AT ALL TIMES.

PHASE 13

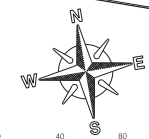
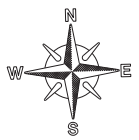
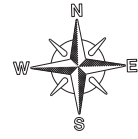
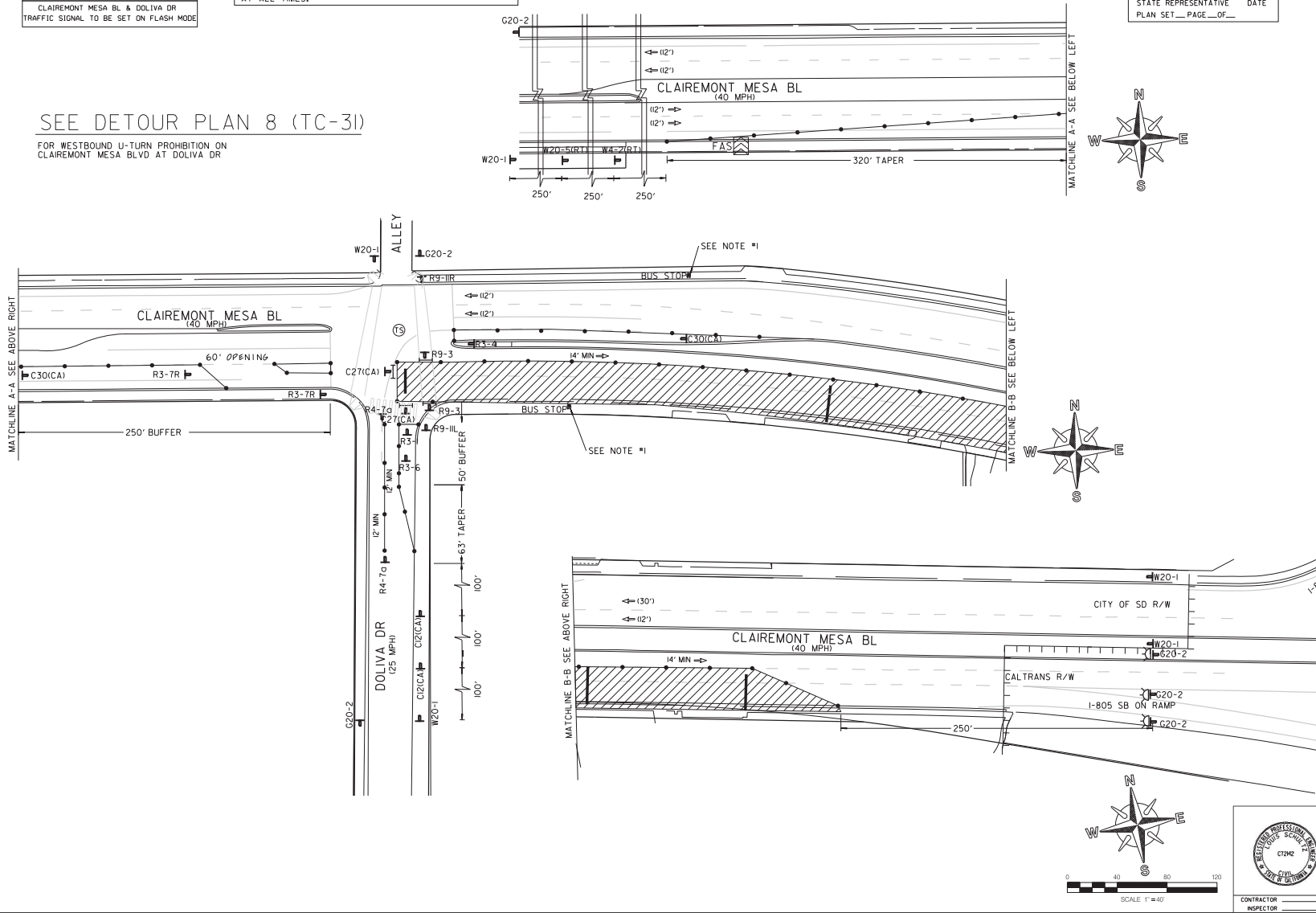
PERMIT NUMBER: _____
 CO. RTE. PM. _____
 AS-BUILT PLANS FOR ROADWAY GEOMETRIC AND ABOVE GROUND FEATURES.
 STATE REPRESENTATIVE DATE _____
 PLAN SET PAGE OF _____

SIGN LEGEND

W20-1	W20-5(RT)	W4-2(RT)
C30(CA)	C27(CA)	G20-2
R3-7R	R3-1	R3-4
R4-7a	C12(CA)	R3-7L
		R3-6
R9-1L	R9-3	
R9-1R		

SEE DETOUR PLAN 8 (TC-31)

FOR WESTBOUND U-TURN PROHIBITION ON
 CLAIREMONT MESA BLVD AT DOLIVA DR



SCALE: 1" = 40'

TC-15

CLAIREMONT MESA EAST IMPROVEMENTS 2
 TRAFFIC CONTROL PLANS

CITY OF SAN DIEGO, CALIFORNIA
 ENGINEERING & CAPITAL PROJECTS DEPARTMENT
 SHEET 115 OF 133 SHEETS

DATE	06/01/2022
FOR BY ENGINEER	LOUIS SCHULTZ
DATE	06/01/2022
PROJECT MANAGER	HEIDI LEON
PROJECT ENGINEER	ALEX SERAFIN
DESCRIPTION	ORIGINAL
BY	AS
APPROVED	
DATE	
FILED	
SEE EACH SHEET	COORDINATE
SEE EACH SHEET	COORDINATE

CONTRACTOR: _____ NTP DATE: _____
 INSPECTOR: _____ MOC DATE: _____

42047-T15-D

CLAIREMONT MESA EAST IMPROVEMENTS 2 TRAFFIC CONTROL

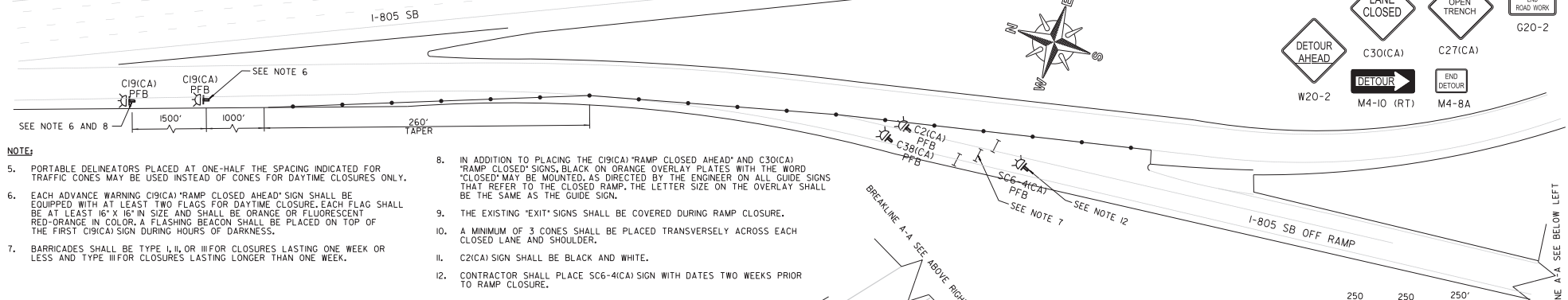
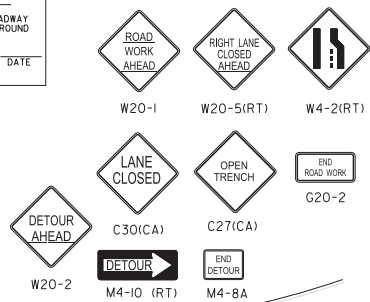
WORK HOURS 9:00PM TO 5:00AM
 WORK DAYS SUN TO THURS

NOTES:
 1. CONTRACTOR SHALL CONTACT TRANSIT DISTRICT (MTS) A MINIMUM OF (5) DAYS PRIOR TO START OF WORK TO RELOCATE OR CLOSE BUS STOP.
 2. CONTRACTOR SHALL INSTALL W20-1 AND G20-2 SIGNS ON ALL ADJACENT STREETS WITHIN THE CONSTRUCTION ZONE.
 3. CONTRACTOR TO ALLOW ACCESS TO PRIVATE DRIVEWAYS AT ALL TIMES.
 4. CONTRACTOR TO INSTALL SIGNS FOR PEDESTRIANS TO CROSS AT SHAWLINE.

PHASE 14

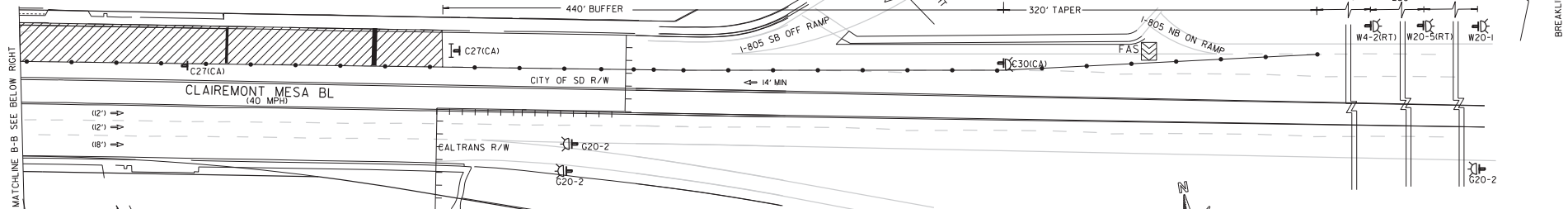
PERMIT NUMBER: _____
 CO. RTE. PM. _____
 AS-BUILT PLANS FOR ROADWAY GEOMETRIC AND ABOVE GROUND FEATURES
 STATE REPRESENTATIVE DATE _____
 PLAN SET PAGE ___ OF ___

SIGN LEGEND

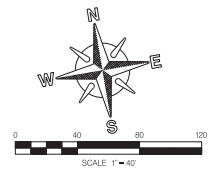
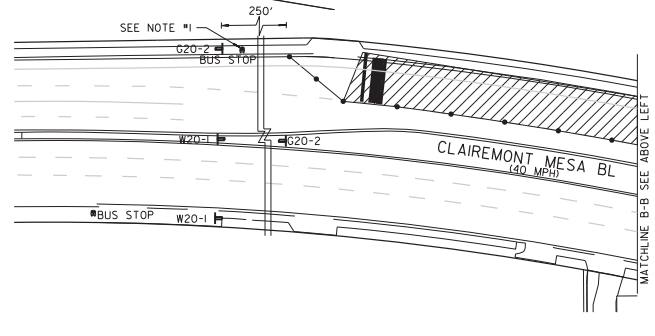
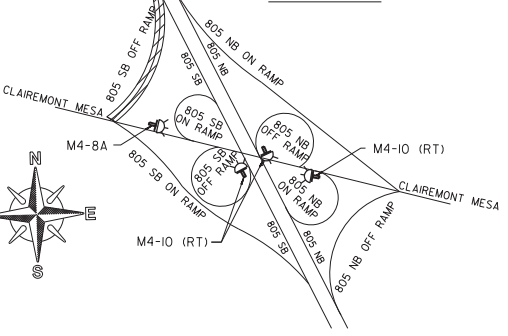


NOTE:

- PORTABLE DELINEATORS PLACED AT ONE-HALF THE SPACING INDICATED FOR TRAFFIC CONES MAY BE USED INSTEAD OF CONES FOR DAYTIME CLOSURES ONLY.
- EACH ADVANCE WARNING (C19(CA)) 'RAMP CLOSED AHEAD' SIGN SHALL BE EQUIPPED WITH AT LEAST TWO FLAGS FOR DAYTIME CLOSURE. EACH FLAG SHALL BE AT LEAST 16" X 16" IN SIZE AND SHALL BE ORANGE OR FLUORESCENT RED-ORANGE IN COLOR. A FLASHING BEACON SHALL BE PLACED ON TOP OF THE FIRST (C19(CA)) SIGN DURING HOURS OF DARKNESS.
- BARRICADES SHALL BE TYPE I, II, OR III FOR CLOSURES LASTING ONE WEEK OR LESS AND TYPE III FOR CLOSURES LASTING LONGER THAN ONE WEEK.
- IN ADDITION TO PLACING THE (C19(CA)) 'RAMP CLOSED AHEAD' AND (C30(CA)) 'RAMP CLOSED' SIGNS, BLACK ON ORANGE OVERLAY PLATES WITH THE WORD 'CLOSED' MAY BE MOUNTED, AS DIRECTED BY THE ENGINEER ON ALL GUIDE SIGNS THAT REFER TO THE CLOSED RAMP. THE LETTER SIZE ON THE OVERLAY SHALL BE THE SAME AS THE GUIDE SIGN.
- THE EXISTING 'EXIT' SIGNS SHALL BE COVERED DURING RAMP CLOSURE.
- A MINIMUM OF 3 CONES SHALL BE PLACED TRANSVERSELY ACROSS EACH CLOSED LANE AND SHOULDER.
- (C2(CA)) SIGN SHALL BE BLACK AND WHITE.
- CONTRACTOR SHALL PLACE (SC6-4(CA)) SIGN WITH DATES TWO WEEKS PRIOR TO RAMP CLOSURE.



DETOUR



TC-16

CLAIREMONT MESA EAST IMPROVEMENTS 2
 TRAFFIC CONTROL PLANS

CITY OF SAN DIEGO, CALIFORNIA ENGINEERING & CAPITAL PROJECTS DEPARTMENT SHEET 116 OF 133 SHEETS		WATER BUS B-20005 SEWER BUS B-20004
DATE 06/01/2022	PROJECT MANAGER HEIDLEON	
DESIGNED BY LOUIS SCHULTZ	PROJECT ENGINEER ALEX SERAFIN	
DESCRIPTION ORIGINAL	DATE FILMED	SEE EACH SHEET
BY	DATE	SEE EACH SHEET
APPROVED	DATE	COBSP COORDINATOR
CONTRACTOR	NTP DATE	42047-T16-D
INSPECTOR	MOC DATE	

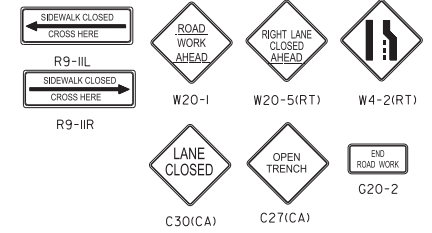


CLAIREMONT MESA EAST IMPROVEMENTS 2 TRAFFIC CONTROL

WORK HOURS 9:00PM TO 5:00AM
 WORK DAYS SUN TO THURS

PHASE I5

SIGN LEGEND

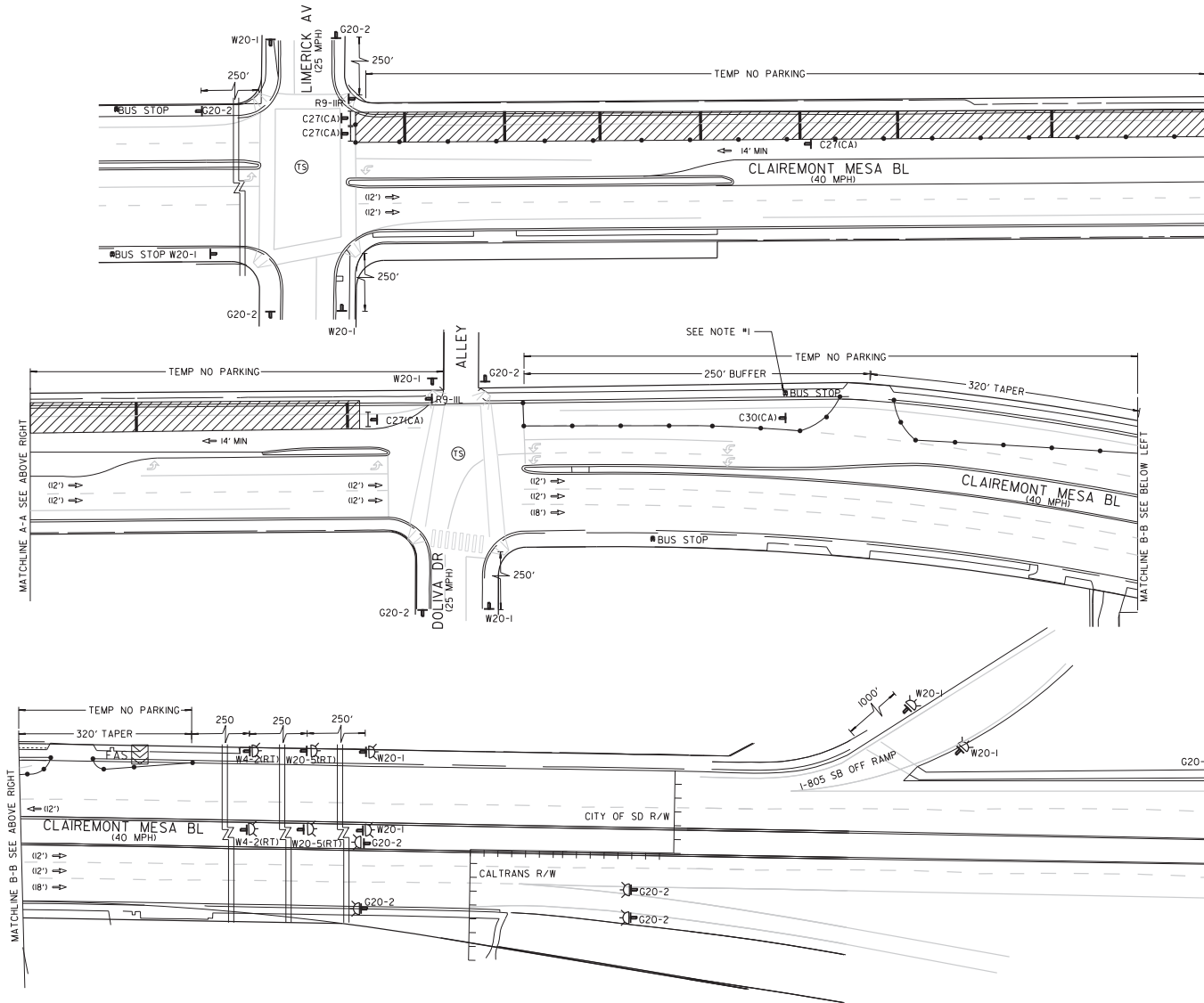
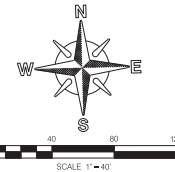


- NOTES:
1. CONTRACTOR SHALL CONTACT TRANSIT DISTRICT (MTS) A MINIMUM OF (5) DAYS PRIOR TO START OF WORK TO RELOCATE OR CLOSE BUS STOP.
 2. CONTRACTOR SHALL INSTALL W20-1 AND G20-2 SIGNS ON ALL ADJACENT STREETS WITHIN THE CONSTRUCTION ZONE.
 3. CONTRACTOR TO ALLOW ACCESS TO PRIVATE DRIVEWAYS AT ALL TIMES.

TRAFFIC SIGNAL NOTE: CONTRACTOR SHALL COORDINATE WITH TRAFFIC CONTROL AND SIGNAL SECTION (DSB-495-747) A MINIMUM OF (5) WORKING DAYS PRIOR TO WORK AFFECTING A TRAFFIC SIGNAL.

CLAIREMONT MESA BL & DOLIVA DR
 TRAFFIC SIGNAL TO REMAIN OPERATIONAL

CLAIREMONT MESA BL & LIMERICK AV
 TRAFFIC SIGNAL TO REMAIN OPERATIONAL



TC-17

CLAIREMONT MESA EAST IMPROVEMENTS 2
 TRAFFIC CONTROL PLANS

CITY OF SAN DIEGO, CALIFORNIA ENGINEERING & CAPITAL PROJECTS DEPARTMENT SHEET TITLE OF 133 SHEETS		WATER BUS B-20005 SEWER BUS B-20004
DATE 06/01/2022	PROJECT MANAGER HEIDLEON	
FOR BY ENGINEER LOUIS SCHULTZ	DATE 07/21/22	PROJECT ENGINEER ALEX SERAFIN
DESCRIPTION ORIGINAL	BY AS	APPROVED DATE FILMED
SEE EACH SHEET		CONTRACTOR COORDINATOR
SEE EACH SHEET		CONTRACTOR COORDINATOR



CONTRACTOR INSPECTOR _____ NTP DATE _____ MOC DATE _____ 42047-T17-D

CLAIREMONT MESA EAST IMPROVEMENTS 2 TRAFFIC CONTROL

WORK HOURS 9:00PM TO 5:00AM
 WORK DAYS SUN TO THURS

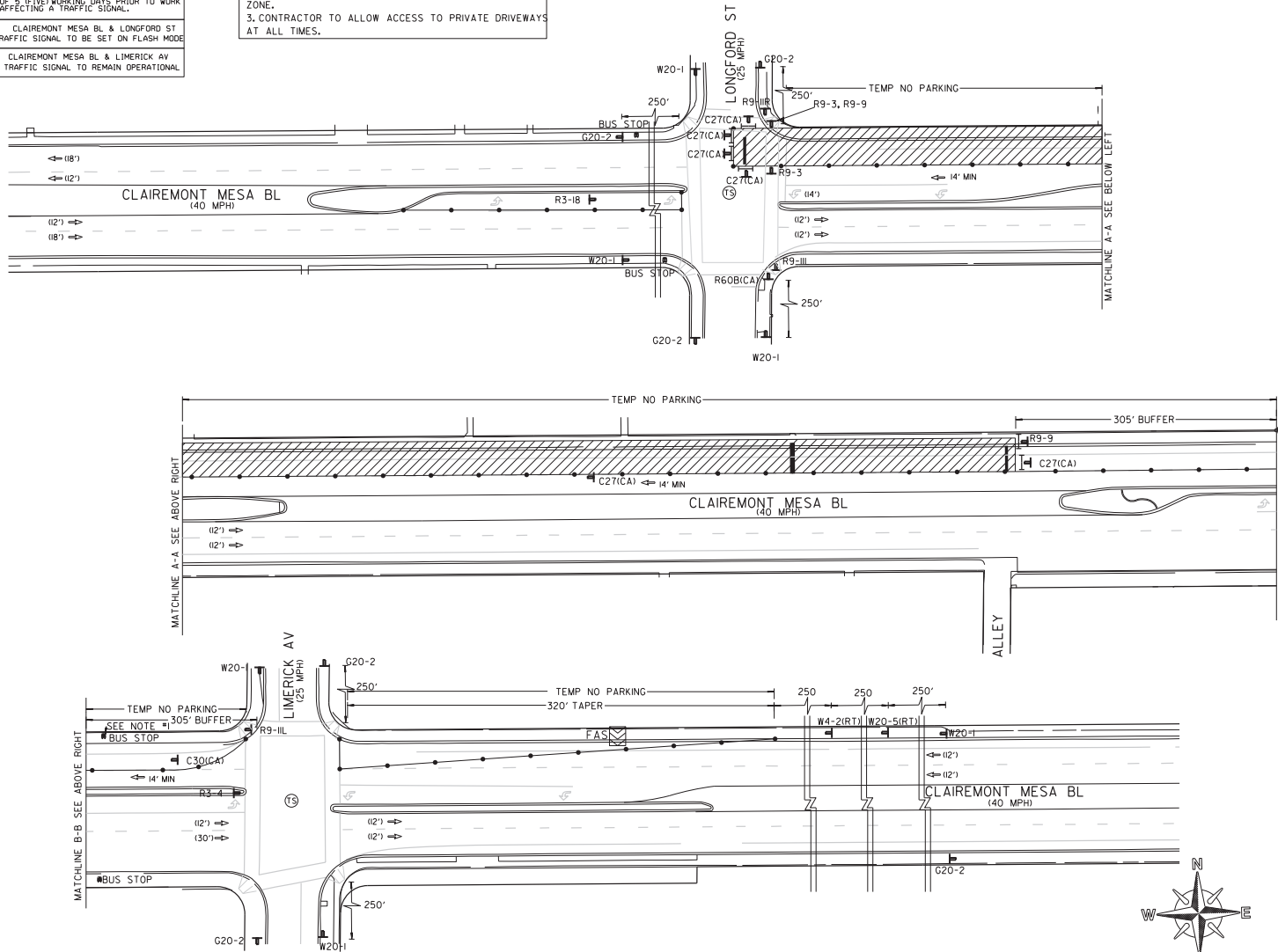
TRAFFIC SIGNAL NOTE: CONTRACTOR SHALL COORDINATE WITH TRAFFIC CONTROL AND SIGNAL SECTION (888-445-4741) A MINIMUM OF 5 (FIVE) WORKING DAYS PRIOR TO WORK AFFECTING A TRAFFIC SIGNAL.

CLAIREMONT MESA BL & LONGFORD ST TRAFFIC SIGNAL TO BE SET ON FLASH MODE

CLAIREMONT MESA BL & LIMERICK AV TRAFFIC SIGNAL TO REMAIN OPERATIONAL

- NOTES:
1. CONTRACTOR SHALL CONTACT TRANSIT DISTRICT (MTS) A MINIMUM OF (5) DAYS PRIOR TO START OF WORK TO RELOCATE OR CLOSE BUS STOP.
 2. CONTRACTOR SHALL INSTALL W20-1 AND G20-2 SIGNS ON ALL ADJACENT STREETS WITHIN THE CONSTRUCTION ZONE.
 3. CONTRACTOR TO ALLOW ACCESS TO PRIVATE DRIVEWAYS AT ALL TIMES.

PHASE 16



SIGN LEGEND

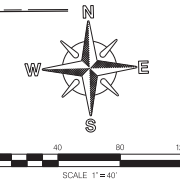
SEE DETOUR PLAN 9 (TC-32)

FOR NORTHBOUND THROUGH PROHIBITION ON CLAREMONT MESA BLVD AT LONGFORD ST
 FOR EASTBOUND U-TURN PROHIBITION ON CLAREMONT MESA BLVD AT LIMERICK AV
 FOR EASTBOUND U-TURN AND LEFT TURN PROHIBITION ON CLAREMONT MESA BLVD AT LONGFORD ST

TC-18

CLAIREMONT MESA EAST IMPROVEMENTS 2
 TRAFFIC CONTROL PLANS

CITY OF SAN DIEGO, CALIFORNIA ENGINEERING & CAPITAL PROJECTS DEPARTMENT SHEET 118 OF 133 SHEETS		WATER BUS B-20005 SEWER BUS B-20004
DATE: 06/01/2022	PROJECT MANAGER: HEIDI LEON	
DESIGNED BY: LOUIS SCHULTZ	DATE: 07/24/22	PROJECT ENGINEER: ALEX SERAFIN
DESCRIPTION: ORIGINAL	BY: AS	APPROVED: [Signature]
SEE EACH SHEET		COOR. COORDINATOR: [Signature]
SEE EACH SHEET		CONTRACTOR: [Signature]
CONTRACTOR INSPECTOR: [Signature]		NTP DATE: [Blank] MOC DATE: [Blank]



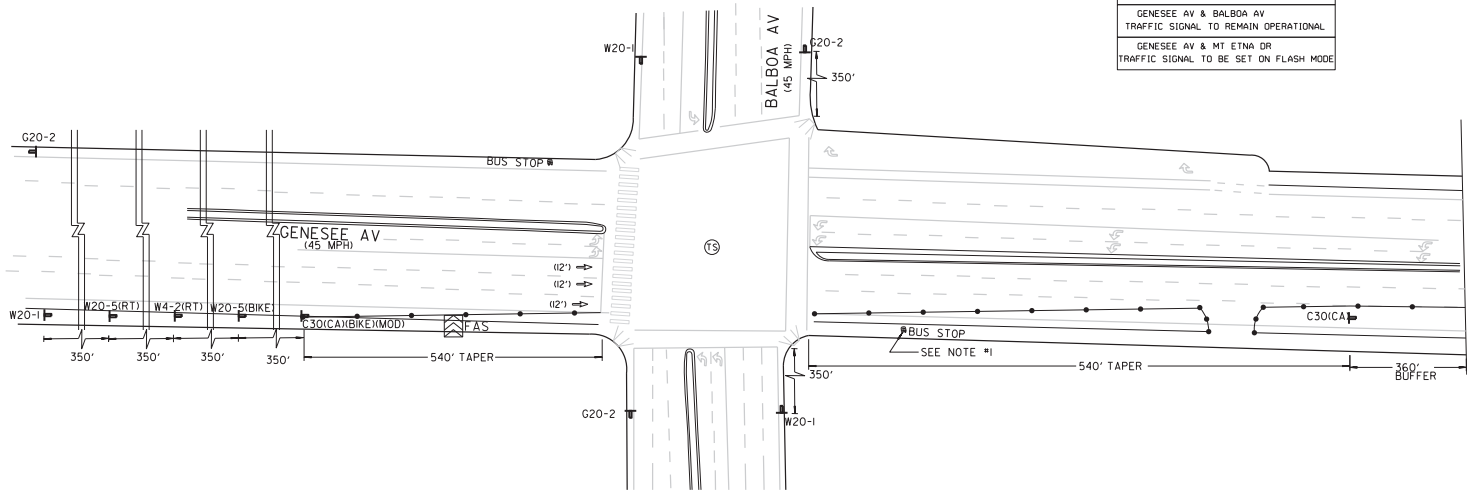
WORK HOURS 9:00PM TO 5:00AM
 WORK DAYS SUN TO THURS

NOTES:
 1. CONTRACTOR SHALL CONTACT TRANSIT DISTRICT (MTS) A MINIMUM OF (5) DAYS PRIOR TO START OF WORK TO RELOCATE OR CLOSE BUS STOP.
 2. CONTRACTOR SHALL INSTALL W20-1 AND G20-2 SIGNS ON ALL ADJACENT STREETS WITHIN THE CONSTRUCTION ZONE.
 3. CONTRACTOR TO ALLOW ACCESS TO PRIVATE DRIVEWAYS AT ALL TIMES.

PHASE 18

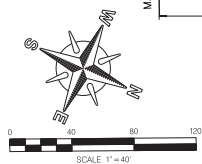
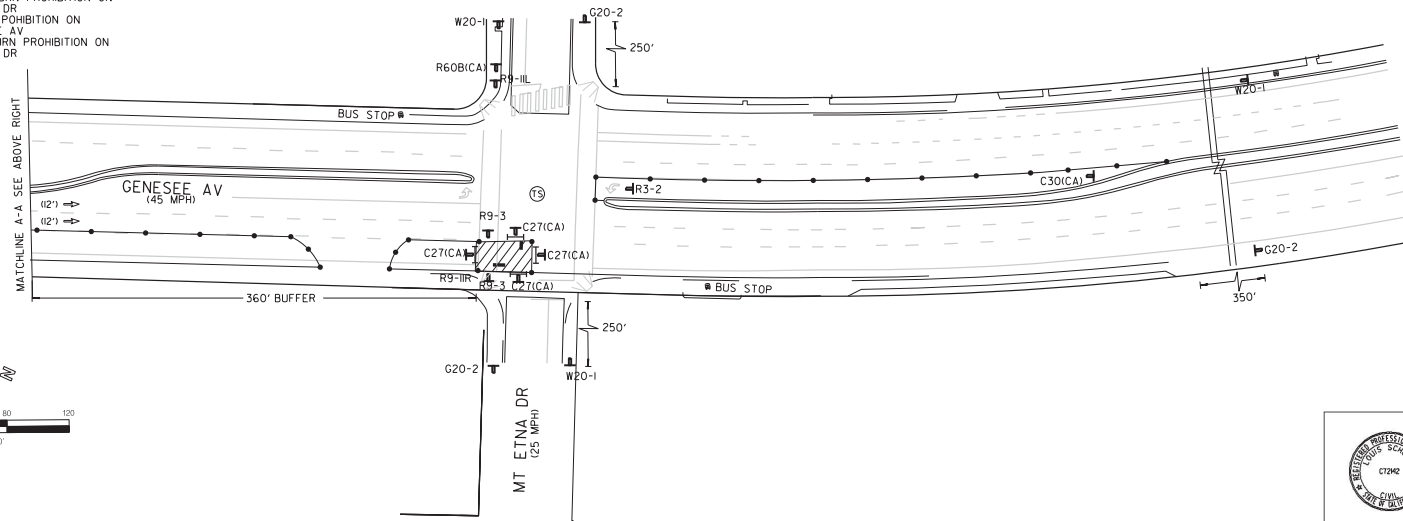
TRAFFIC SIGNAL NOTE: CONTRACTOR SHALL COORDINATE WITH TRAFFIC CONTROL AND SIGNAL SECTION 688-406-4741.0 MINIMUM OF 5 (FIVE) WORKING DAYS PRIOR TO WORK AFFECTING A TRAFFIC SIGNAL.
 GENESEE AV & BALBOA AV
 TRAFFIC SIGNAL TO REMAIN OPERATIONAL
 GENESEE AV & MT ETNA DR
 TRAFFIC SIGNAL TO BE SET ON FLASH MODE

SIGN LEGEND



SEE DETOUR PLAN 10 (TC-32)

FOR NORTHBOUND RIGHT TURN PROHIBITION ON GENESEE AV AT MT ETNA DR
 FOR EASTBOUND THROUGH PROHIBITION ON MT ETNA DR AND GENESEE AV
 FOR SOUTHBOUND LEFT TURN PROHIBITION ON GENESEE AV AT MT ETNA DR



TC-20

CLAIREMONT MESA EAST IMPROVEMENTS 2
 TRAFFIC CONTROL PLANS

CITY OF SAN DIEGO, CALIFORNIA ENGINEERING & CAPITAL PROJECTS DEPARTMENT SHEET 120 OF 133 SHEETS		WATER BUS B-20005 SEWER BUS B-20004
PROJECT NO. 06/01/2022	DATE 06/01/2022	PROJECT MANAGER HEIDL LEON
DESIGNED BY LOUIS SCHULTZ	DATE 07/24/22	PROJECT ENGINEER ALEX SERAFIN
DESCRIPTION ORIGINAL	BY AS	APPROVED
DATE	FILED	DATE
SEE EACH SHEET	SEE EACH SHEET	SEE EACH SHEET
CONTRACTOR	NTP DATE	CONTRACTOR
INSPECTOR	NOC DATE	CONTRACTOR



CLAIREMONT MESA EAST IMPROVEMENTS 2 TRAFFIC CONTROL

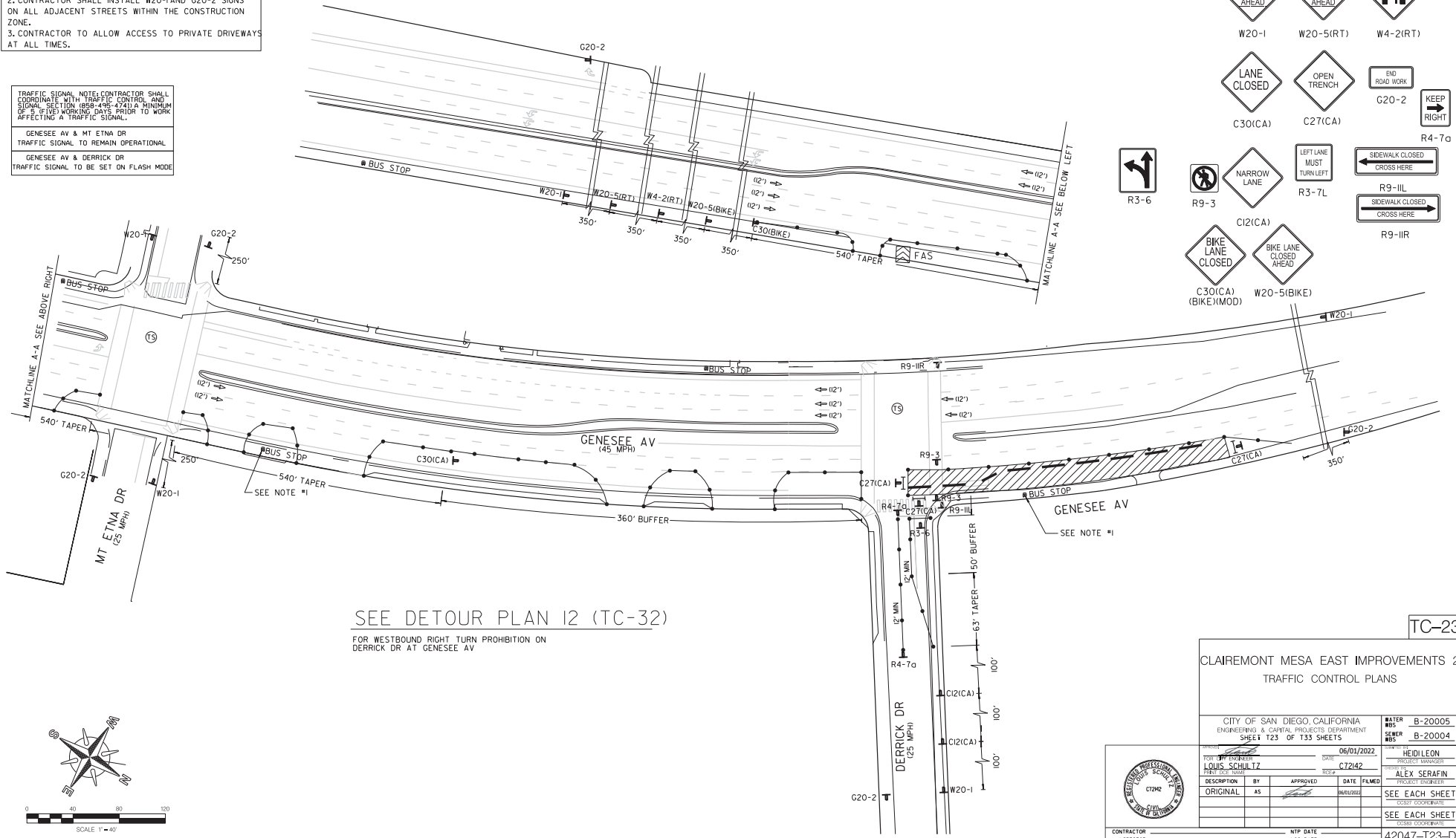
WORK HOURS 9:00PM TO 5:00AM
 WORK DAYS SUN TO THURS

NOTES:
 1. CONTRACTOR SHALL CONTACT TRANSIT DISTRICT (MTS) A MINIMUM OF (5) DAYS PRIOR TO START OF WORK TO RELOCATE OR CLOSE BUS STOP.
 2. CONTRACTOR SHALL INSTALL W20-1 AND G20-2 SIGNS ON ALL ADJACENT STREETS WITHIN THE CONSTRUCTION ZONE.
 3. CONTRACTOR TO ALLOW ACCESS TO PRIVATE DRIVEWAYS AT ALL TIMES.

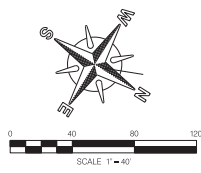
TRAFFIC SIGNAL NOTE: CONTRACTOR SHALL COORDINATE WITH TRAFFIC CONTROL AND SIGNAL SECTION (889-456) AT A MINIMUM OF (5) WORKING DAYS PRIOR TO WORK AFFECTING A TRAFFIC SIGNAL.
 GENESEE AV & MT ETNA DR TRAFFIC SIGNAL TO REMAIN OPERATIONAL
 GENESEE AV & DERRICK DR TRAFFIC SIGNAL TO BE SET ON FLASH MODE

PHASE 20

SIGN LEGEND



SEE DETOUR PLAN I2 (TC-32)
 FOR WESTBOUND RIGHT TURN PROHIBITION ON
 DERRICK DR AT GENESEE AV



TC-23
 CLAIREMONT MESA EAST IMPROVEMENTS 2
 TRAFFIC CONTROL PLANS

CITY OF SAN DIEGO, CALIFORNIA ENGINEERING & CAPITAL PROJECTS DEPARTMENT		WATER BUS B-20005 SEWER BUS B-20004
PROJECT NO. 123 OF 135 SHEETS	DATE 06/01/2022	PROJECT MANAGER HEIDLÉON
DESIGNED BY LOUIS SCHULTZ	DATE C7242	PROJECT ENGINEER ALEX SERAFIN
DESCRIPTION ORIGINAL	BY AS	APPROVED
DATE	FILED	DATE
SEE EACH SHEET	SEE EACH SHEET	SEE EACH SHEET
CONTRACTOR	NTP DATE	42047-T23-D
INSPECTOR	NOC DATE	



CLAIREMONT MESA EAST IMPROVEMENTS 2 TRAFFIC CONTROL

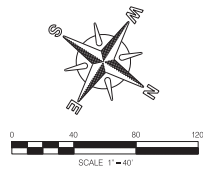
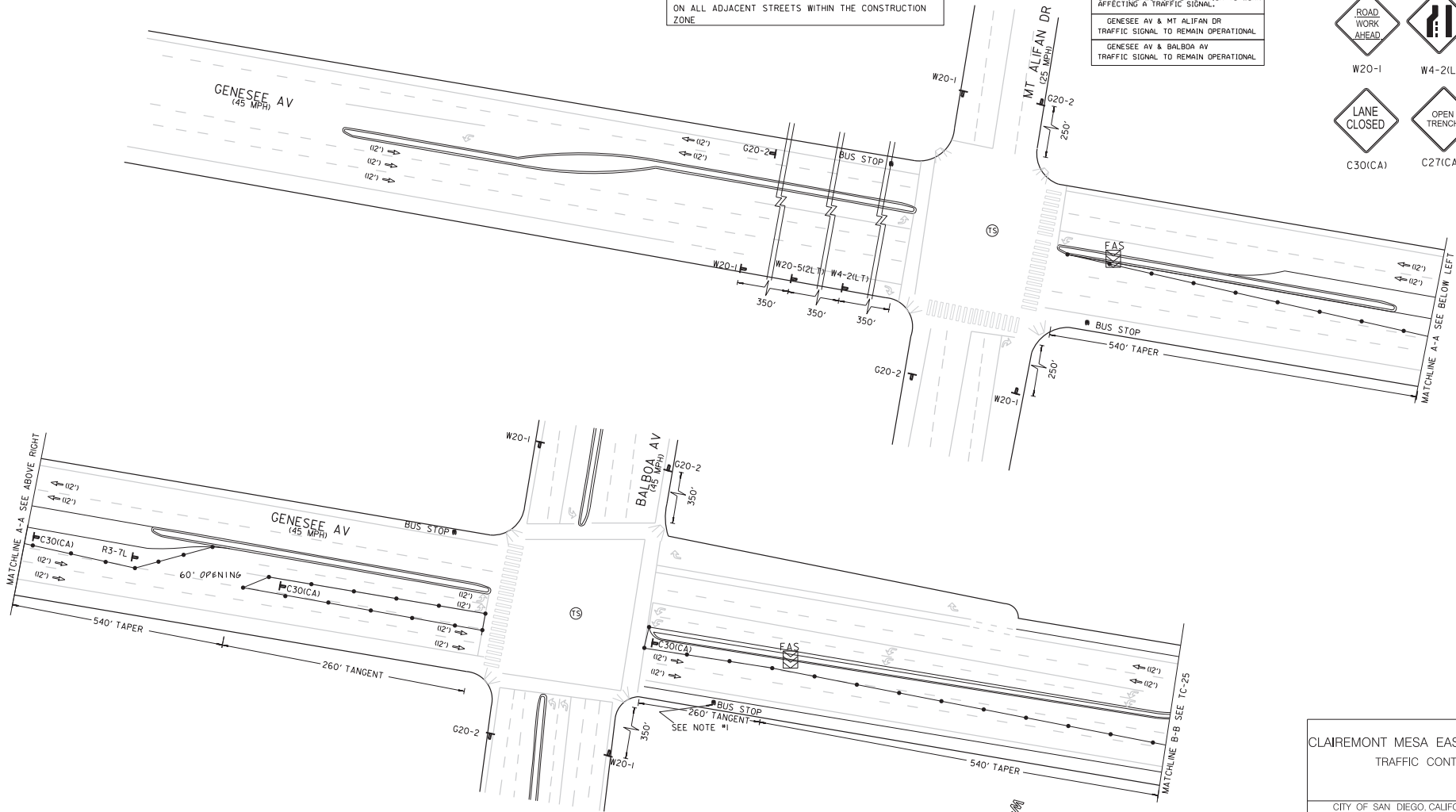
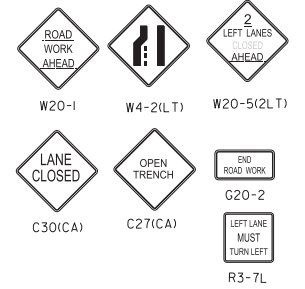
WORK HOURS 9:00PM TO 5:00AM
 WORK DAYS SUN TO THURS

PHASE 2I

NOTES:
 1. CONTRACTOR SHALL CONTACT TRANSIT DISTRICT (MTS) A MINIMUM OF (5) DAYS PRIOR TO START OF WORK TO RELOCATE OR CLOSE BUS STOP.
 2. CONTRACTOR SHALL INSTALL W20-1 AND G20-2 SIGNS ON ALL ADJACENT STREETS WITHIN THE CONSTRUCTION ZONE

TRAFFIC SIGNAL NOTE CONTRACTOR SHALL COORDINATE WITH TRAFFIC CONTROL AND SIGNAL SECTION 1659-405-4741 A MINIMUM OF 5 (FIVE) WORKING DAYS PRIOR TO WORK AFFECTING A TRAFFIC SIGNAL.
 GENESEE AV & MT ALIFAN DR
 TRAFFIC SIGNAL TO REMAIN OPERATIONAL
 GENESEE AV & BALBOA AV
 TRAFFIC SIGNAL TO REMAIN OPERATIONAL

SIGN LEGEND



TC-24

CLAIREMONT MESA EAST IMPROVEMENTS 2
 TRAFFIC CONTROL PLANS

CITY OF SAN DIEGO, CALIFORNIA
 ENGINEERING & CAPITAL PROJECTS DEPARTMENT
 SHEET 124 OF 133 SHEETS

PROJECT NO. 06/01/2022
 DATE 06/01/2022
 PROJECT MANAGER HEIDILEON
 PROJECT ENGINEER ALEX SERAFIN
 COORDINATOR

DESCRIPTION	BY	APPROVED	DATE	FILED
ORIGINAL	AS			

SEE EACH SHEET
 TASSER COORDINATOR
 42047-T24-D

CONTRACTOR INSPECTOR _____ NTP DATE _____
 MOC DATE _____



CLAIREMONT MESA EAST IMPROVEMENTS 2 TRAFFIC CONTROL

WORK HOURS 9:00PM TO 5:00AM
 WORK DAYS SUN TO THURS

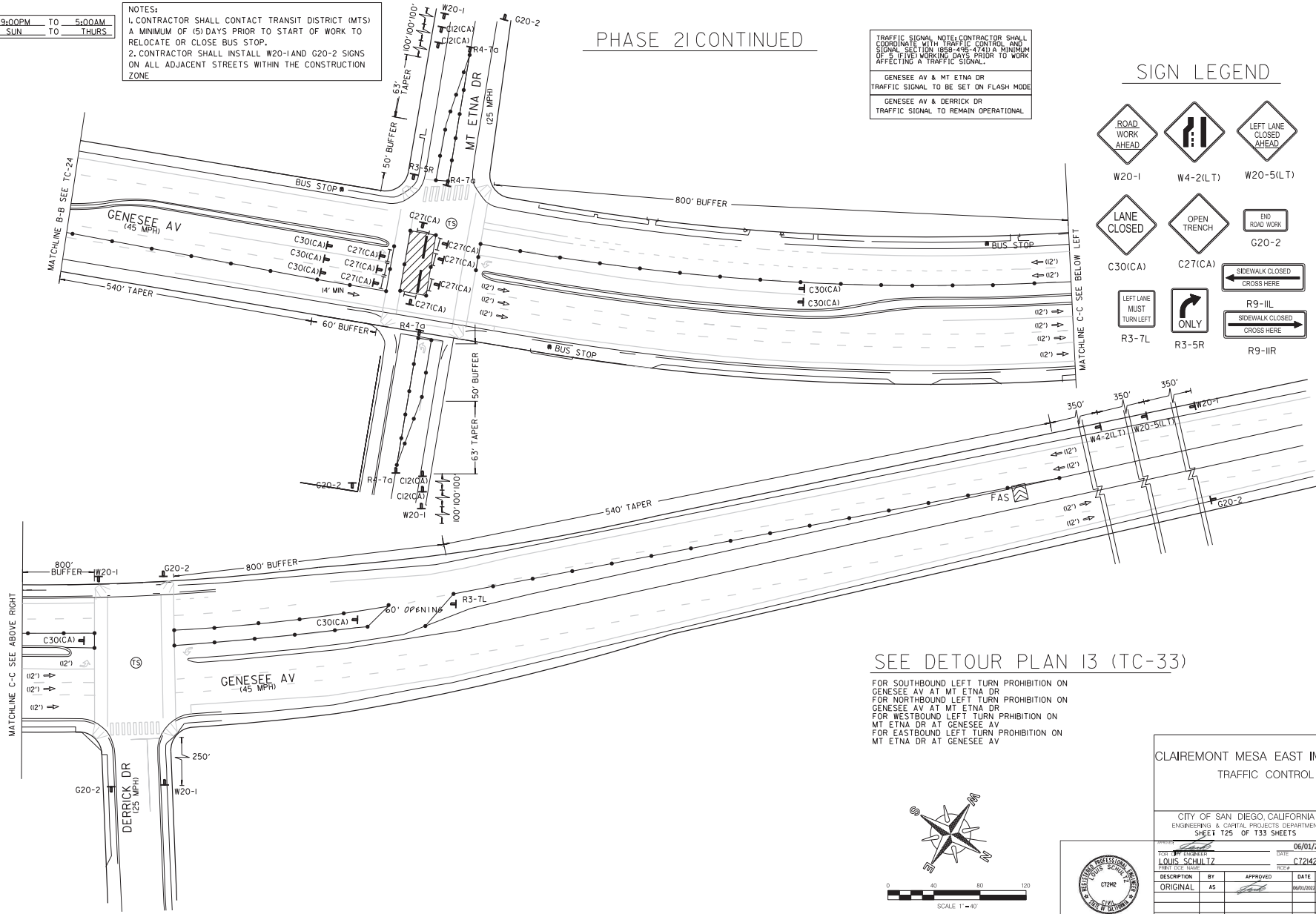
NOTES:
 1. CONTRACTOR SHALL CONTACT TRANSIT DISTRICT (MTS) A MINIMUM OF (5) DAYS PRIOR TO START OF WORK TO RELOCATE OR CLOSE BUS STOP.
 2. CONTRACTOR SHALL INSTALL W20-1 AND G20-2 SIGNS ON ALL ADJACENT STREETS WITHIN THE CONSTRUCTION ZONE.

PHASE 2I CONTINUED

TRAFFIC SIGNAL NOTE: CONTRACTOR SHALL COORDINATE WITH TRAFFIC CONTROL AND SIGNAL SECTION (888-456-4741) A MINIMUM OF 8 (EIGHT) WORKING DAYS PRIOR TO WORK AFFECTING A TRAFFIC SIGNAL.
 GENESEE AV & MT ETNA DR
 TRAFFIC SIGNAL TO BE SET ON FLASH MODE
 GENESEE AV & DERRICK DR
 TRAFFIC SIGNAL TO REMAIN OPERATIONAL

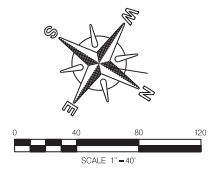
SIGN LEGEND

W20-1 W4-2(LT) W20-5(LT)
 Lane Closed Open Trench End Road Work
 C30(CA) C27(CA) Sidewalk Closed
 R3-7L R3-5R R9-III R9-IIIR



SEE DETOUR PLAN 13 (TC-33)

FOR SOUTHBOUND LEFT TURN PROHIBITION ON GENESEE AV AT MT ETNA DR
 FOR NORTHBOUND LEFT TURN PROHIBITION ON GENESEE AV AT MT ETNA DR
 FOR WESTBOUND LEFT TURN PROHIBITION ON MT ETNA DR AT GENESEE AV
 FOR EASTBOUND LEFT TURN PROHIBITION ON MT ETNA DR AT GENESEE AV



TC-25

CLAIREMONT MESA EAST IMPROVEMENTS 2
 TRAFFIC CONTROL PLANS

CITY OF SAN DIEGO, CALIFORNIA ENGINEERING & CAPITAL PROJECTS DEPARTMENT		WATER BUS B-20005 SEWER BUS B-20004
PROJECT NO. 06/01/2022	DATE 06/01/2022	PROJECT MANAGER HEIDI LEON
DESIGNED BY LOUIS SCHULTZ	DATE 07/21/22	PROJECT ENGINEER ALEX SERAFIN
DESCRIPTION ORIGINAL	BY AS	APPROVED DATE FILED
SEE EACH SHEET		COBET COORDINATOR
SEE EACH SHEET		CONTRACTOR
INSPECTOR		NTP DATE MOC DATE 42047-T25-D



CLAIREMONT MESA EAST IMPROVEMENTS 2 TRAFFIC CONTROL

WORK HOURS 9:00PM TO 5:00AM
 WORK DAYS SUN TO THURS.

NOTES:
 1. CONTRACTOR SHALL CONTACT TRANSIT DISTRICT (MTS) A MINIMUM OF (5) DAYS PRIOR TO START OF WORK TO RELOCATE OR CLOSE BUS STOP.
 2. CONTRACTOR SHALL INSTALL W20-1 AND G20-2 SIGNS ON ALL ADJACENT STREETS WITHIN THE CONSTRUCTION ZONE.

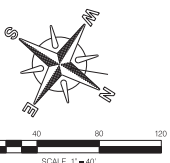
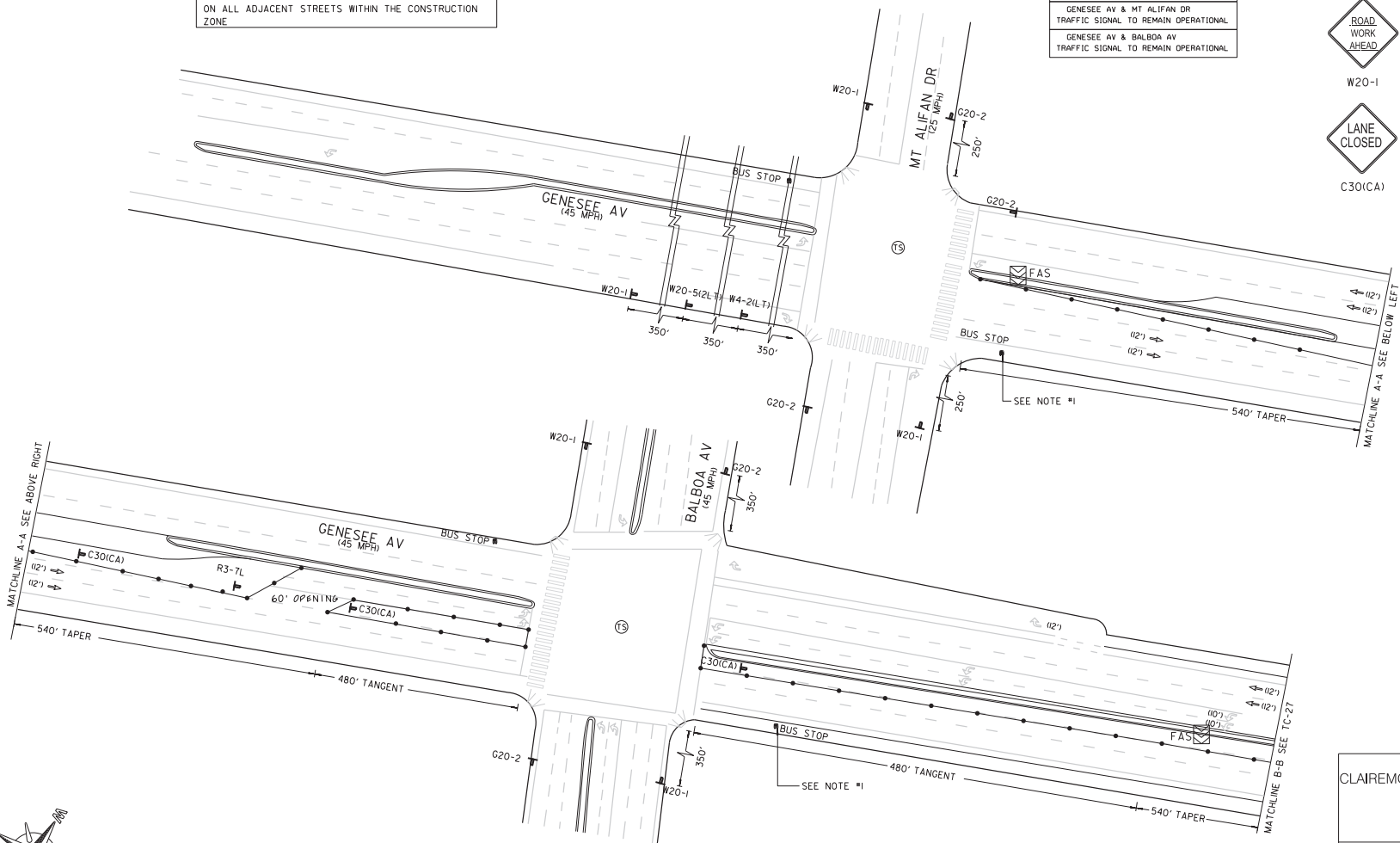
PHASE 22

TRAFFIC SIGNAL NOTE CONTRACTOR SHALL COORDINATE WITH TRAFFIC CONTROL AND SIGNAL SECTION 108B-400-4731A MINIMUM OF 5 FIVE WORKING DAYS PRIOR TO WORK AFFECTING A TRAFFIC SIGNAL.
 GENESEE AV & MT ALIFAN DR
 TRAFFIC SIGNAL TO REMAIN OPERATIONAL
 GENESEE AV & BALBOA AV
 TRAFFIC SIGNAL TO REMAIN OPERATIONAL

SIGN LEGEND

W20-1 W4-2(LT) W20-5(2LT)
 C30(CA) C27(CA) R3-7L

BIG ROAD WORK
 G20-2
 LEFT LANE MUST TURN LEFT
 R3-7L



CLAIREMONT MESA EAST IMPROVEMENTS 2 TRAFFIC CONTROL PLANS

CITY OF SAN DIEGO, CALIFORNIA ENGINEERING & CAPITAL PROJECTS DEPARTMENT		WATER BUS B-20005 SEWER BUS B-20004
PROJECT NO. 06/01/2022	DATE 06/01/2022	HEIDI LEON PROJECT MANAGER
FOR BY DESIGNED LOUIS SCHULTZ	DATE C72142	ALEX SERAFIN PROJECT ENGINEER
DESCRIPTION ORIGINAL	BY AS	APPROVED
DATE FILMED	DATE	DATE
SEE EACH SHEET		SEE EACH SHEET
CONTRACTOR		NTP DATE
INSPECTOR		MOC DATE
		42047-T26-D



CLAIREMONT MESA EAST IMPROVEMENTS 2 TRAFFIC CONTROL

WORK HOURS 9:00PM TO 5:00AM
 WORK DAYS SUN TO THURS

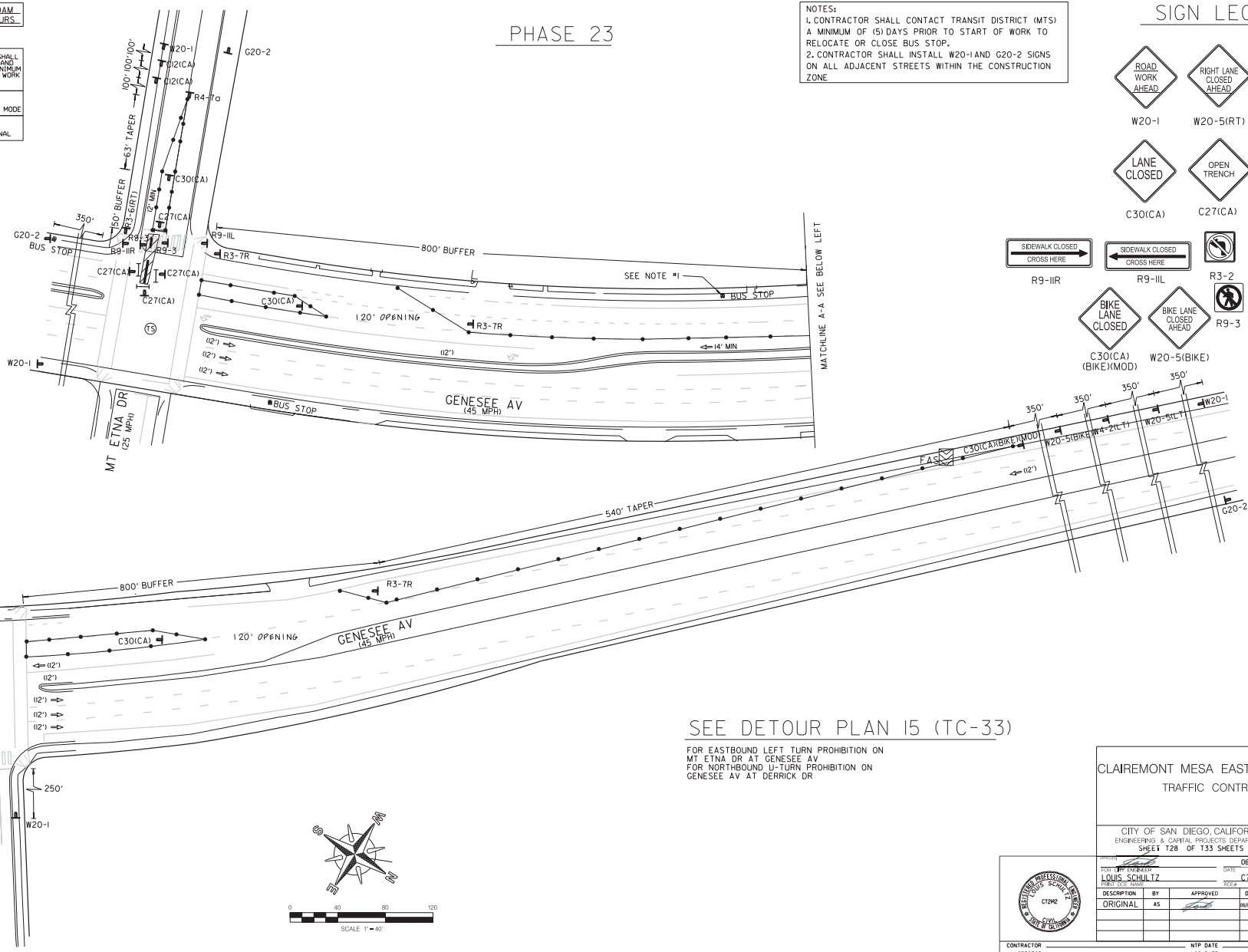
TRAFFIC SIGNAL NOTE: CONTRACTOR SHALL COORDINATE WITH TRAFFIC CONTROL AND SIGNAL SECTION (898-495-4741) A MINIMUM OF 5 (FIVE) WORKING DAYS PRIOR TO WORK AFFECTING A TRAFFIC SIGNAL.

GENESEE AV & MT ETNA DR
 TRAFFIC SIGNAL TO BE SET ON FLASH MODE
 GENESEE AV & DERRICK DR
 TRAFFIC SIGNAL TO REMAIN OPERATIONAL

PHASE 23

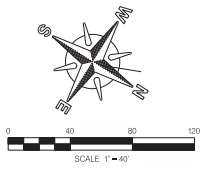
NOTES:
 1. CONTRACTOR SHALL CONTACT TRANSIT DISTRICT (MTS) A MINIMUM OF (5) DAYS PRIOR TO START OF WORK TO RELOCATE OR CLOSE BUS STOP.
 2. CONTRACTOR SHALL INSTALL W20-IAND G20-2 SIGNS ON ALL ADJACENT STREETS WITHIN THE CONSTRUCTION ZONE

SIGN LEGEND



SEE DETOUR PLAN I5 (TC-33)

FOR EASTBOUND LEFT TURN PROHIBITION ON MT ETNA DR AT GENESEE AV
 FOR NORTHBOUND U-TURN PROHIBITION ON GENESEE AV AT DERRICK DR



TC-28

CLAIREMONT MESA EAST IMPROVEMENTS 2
 TRAFFIC CONTROL PLANS

CITY OF SAN DIEGO, CALIFORNIA
 ENGINEERING & CAPITAL PROJECTS DEPARTMENT
 SHEET 128 OF 135 SHEETS

PROJECT NO. 06/01/2022
 DATE 06/01/2022
 PROJECT ENGINEER HEIDI LEON
 PROJECT MANAGER ALEX SERAFIN

DESCRIPTION	BY	APPROVED	DATE	FILED
ORIGINAL	AS			

SEE EACH SHEET
 CROSS COORDINATE

CONTRACTOR NTP DATE
 INSPECTOR NOC DATE

42047-T28-D

CLAIREMONT MESA EAST IMPROVEMENTS 2 TRAFFIC CONTROL

WORK HOURS 9:00PM TO 5:00AM
 WORK DAYS SUN TO THURS.

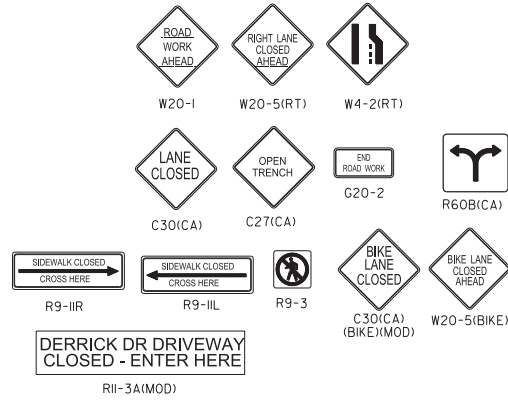
TRAFFIC SIGNAL NOTE: CONTRACTOR SHALL COORDINATE WITH TRAFFIC CONTROL AND SIGNAL SECTION (888-446-4741) A MINIMUM OF 5 FIELD WORKING DAYS PRIOR TO WORK AFFECTING A TRAFFIC SIGNAL.

GENESEE AV & DERRICK DR
 TRAFFIC SIGNAL TO BE SET ON FLASH MODE

- NOTES:
1. CONTRACTOR SHALL CONTACT TRANSIT DISTRICT (MTS) A MINIMUM OF (5) DAYS PRIOR TO START OF WORK TO RELOCATE OR CLOSE BUS STOP.
 2. CONTRACTOR SHALL INSTALL W20-1 AND G20-2 SIGNS ON ALL ADJACENT STREETS WITHIN THE CONSTRUCTION ZONE.
 3. CONTRACTOR TO ALLOW ACCESS TO PRIVATE DRIVEWAYS AT ALL TIMES.
 4. CONTRACTOR TO COORDINATE WITH BUSINESS OWNERS ON WHICH DRIVEWAY ENTRANCE TO USE.
 5. CONTRACTOR TO INSTALL SIGNS FOR PEDESTRIANS TO CROSS AT MT ETNA DR.

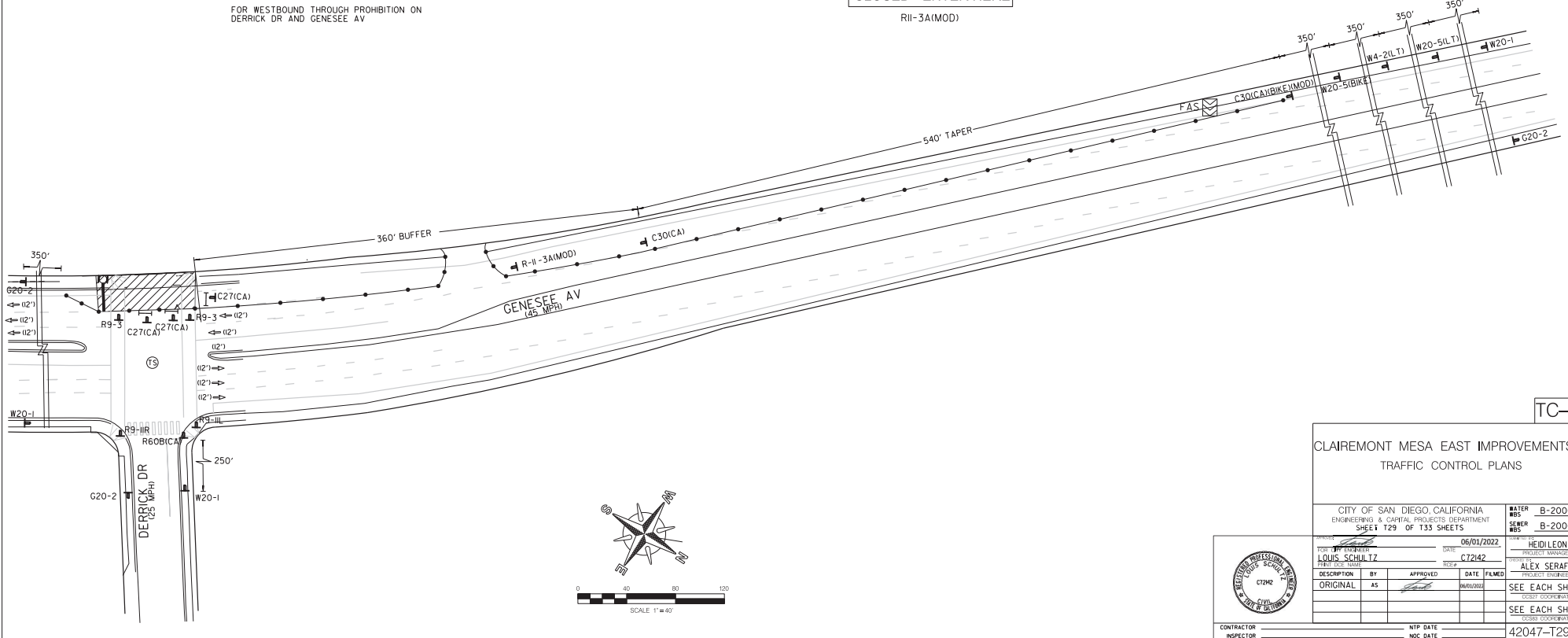
PHASE 24

SIGN LEGEND



SEE DETOUR PLAN 16 (TC-33)

FOR WESTBOUND THROUGH PROHIBITION ON DERRICK DR AND GENESEE AV



TC-29

CLAIREMONT MESA EAST IMPROVEMENTS 2
 TRAFFIC CONTROL PLANS

CITY OF SAN DIEGO, CALIFORNIA
 ENGINEERING & CAPITAL PROJECTS DEPARTMENT
 SHEET 129 OF 133 SHEETS

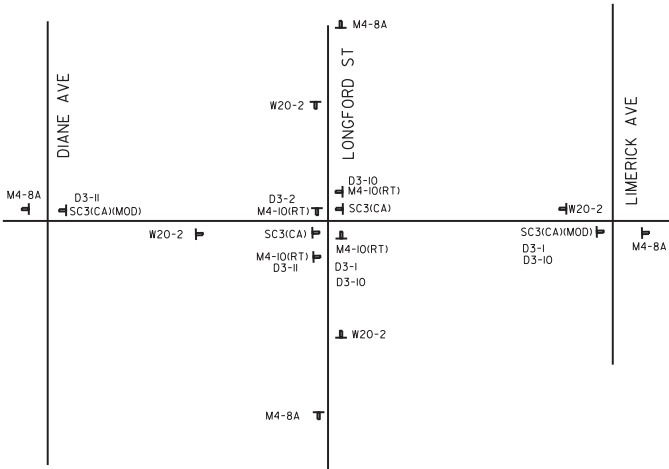
PROJECT NO.	DATE	BY	DATE	FILED	WATER BUS	B-20005
PROJECT ENGINEER	HEIDI LEON	PROJECT MANAGER			SEWER BUS	B-20004
PROJECT ENGINEER	ALEX SERAFIN	PROJECT ENGINEER				
SEE EACH SHEET		COSEY COORDINATE				
SEE EACH SHEET		TASSER COORDINATE				



CONTRACTOR _____ NTP DATE _____
 INSPECTOR _____ MOC DATE _____

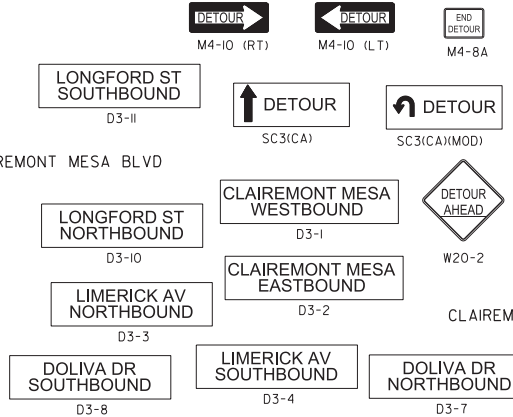
CLAIREMONT MESA EAST IMPROVEMENTS 2 TRAFFIC CONTROL

DETOUR PLAN 1
SEE TC-5, TC-6

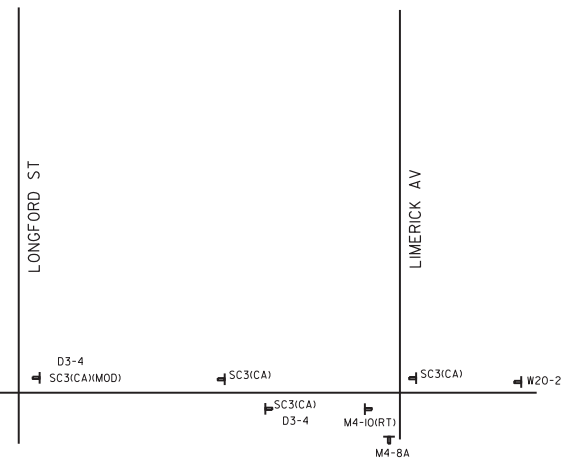


DETOURS

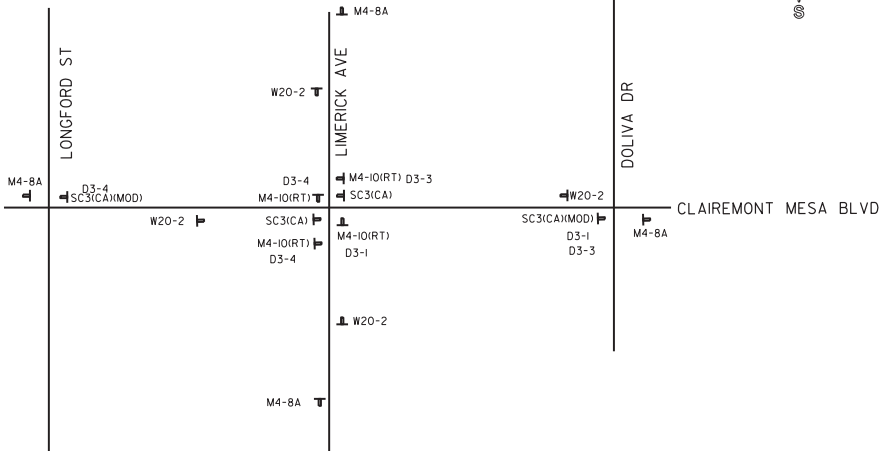
SIGN LEGEND



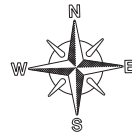
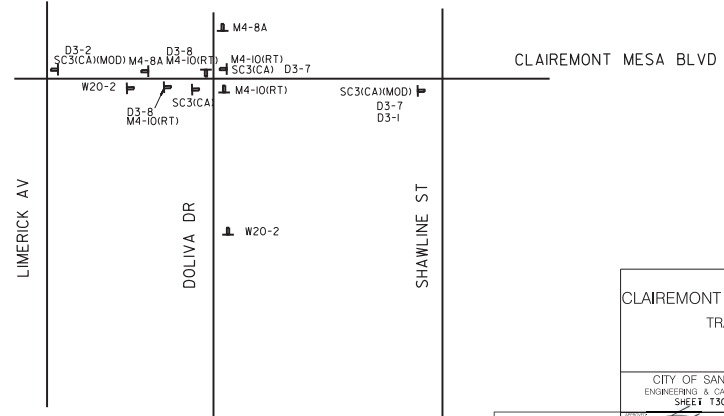
DETOUR PLAN 3
SEE TC-8



DETOUR PLAN 2
SEE TC-7



DETOUR PLAN 4
SEE TC-9



TC-30

CLAIREMONT MESA EAST IMPROVEMENTS 2
TRAFFIC CONTROL PLANS

CITY OF SAN DIEGO, CALIFORNIA
ENGINEERING & CAPITAL PROJECTS DEPARTMENT
SHEET 130 OF 133 SHEETS

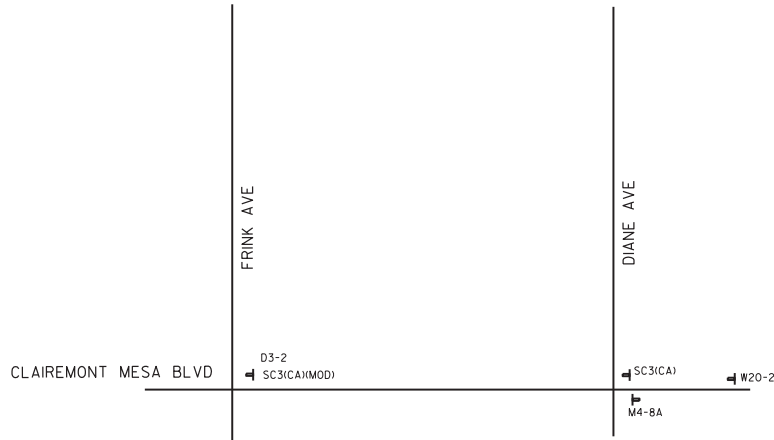
WATER BUS B-20005
SEWER BUS B-20004

PROJECT NO. 06/01/2022		DATE	
PROJECT ENGINEER		DATE	
LOUIS SCHULTZ		07/24/22	
PROJECT ENGINEER		DATE	
ALEX SERAFIN		DATE	
PROJECT ENGINEER		DATE	
SEE EACH SHEET		DATE	
SEE EACH SHEET		DATE	
CONTRACTOR		NTP DATE	
INSPECTOR		MOC DATE	



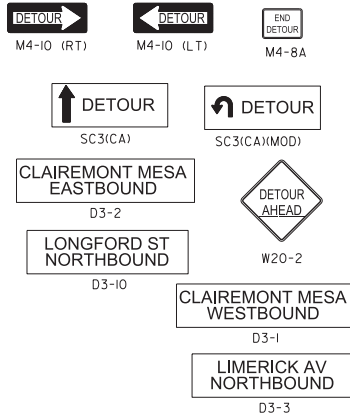
DESCRIPTION	BY	APPROVED	DATE	FILED
ORIGINAL	AS			

DETOUR PLAN 5
SEE TC-12

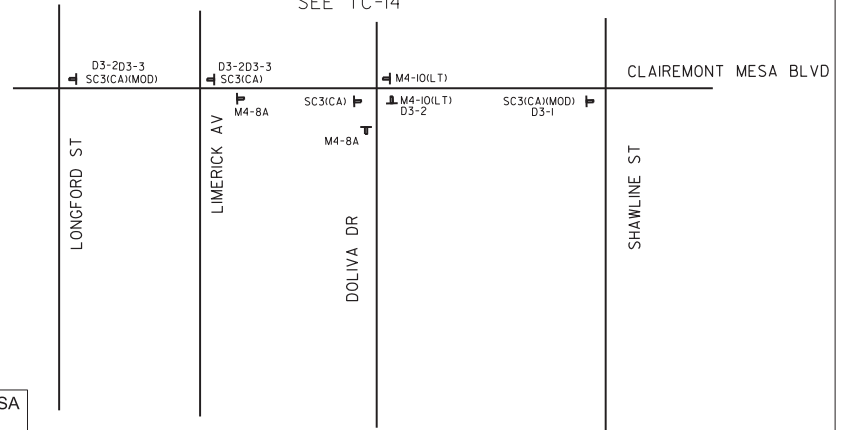


DETOURS

SIGN LEGEND

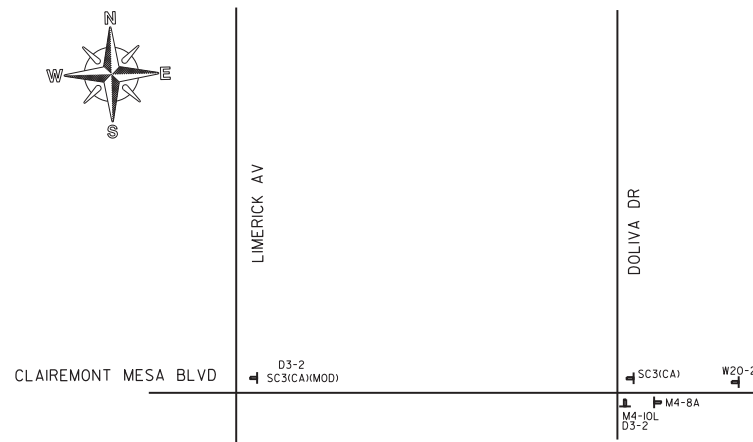
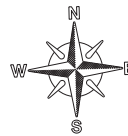
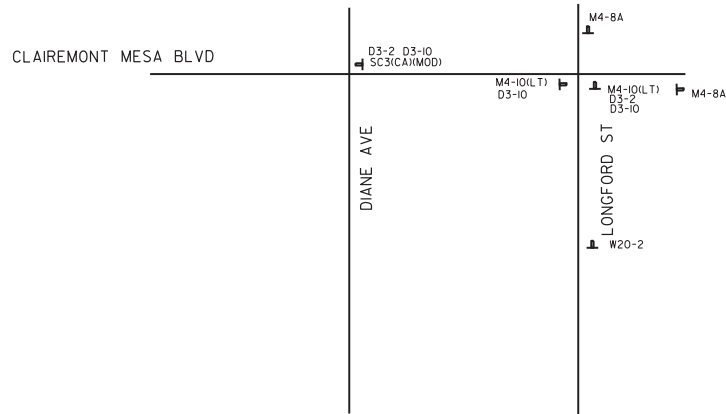


DETOUR PLAN 7
SEE TC-14



DETOUR PLAN 8
SEE TC-15

DETOUR PLAN 6
SEE TC-13



TC-31

CLAIREMONT MESA EAST IMPROVEMENTS 2
TRAFFIC CONTROL PLANS

CITY OF SAN DIEGO, CALIFORNIA
ENGINEERING & CAPITAL PROJECTS DEPARTMENT
SHEET 131 OF 133 SHEETS

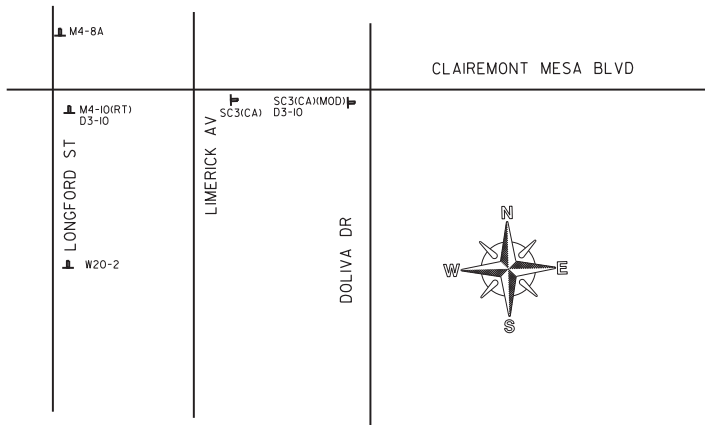


DATE	06/01/2022	PROJECT NO.	B-20005
BY	LOUIS SCHULTZ	PROJECT MANAGER	HEIDI LEON
APPROVED	[Signature]	PROJECT ENGINEER	ALEX SERAFIN
DATE	06/01/2022	PROJECT ENGINEER	SEE EACH SHEET
DESCRIPTION	ORIGINAL	DATE	06/01/2022
BY	AS	DATE	06/01/2022
APPROVED	[Signature]	DATE	06/01/2022
DESCRIPTION	ORIGINAL	DATE	06/01/2022
BY	AS	DATE	06/01/2022
APPROVED	[Signature]	DATE	06/01/2022

CONTRACTOR: _____ NTP DATE: _____
INSPECTOR: _____ NOC DATE: _____

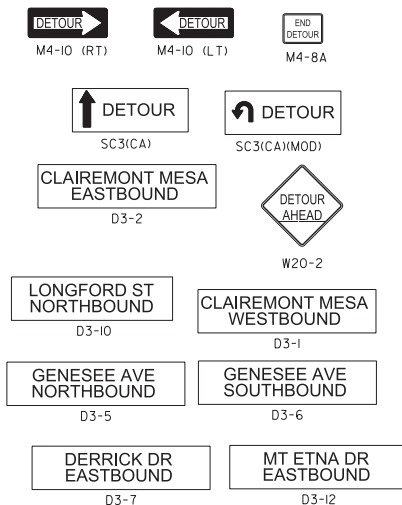
CLAIREMONT MESA EAST IMPROVEMENTS 2 TRAFFIC CONTROL

DETOUR PLAN 9
SEE TC-18

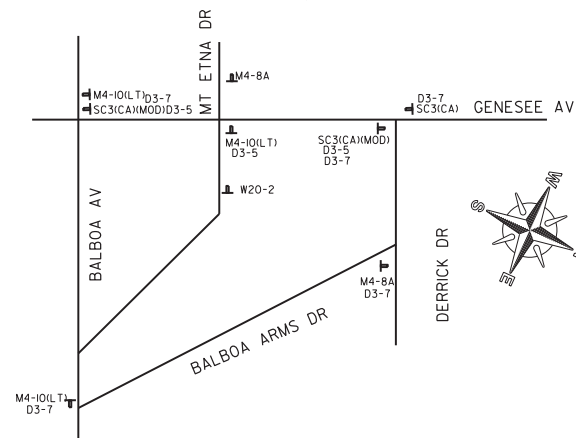


DETOURS

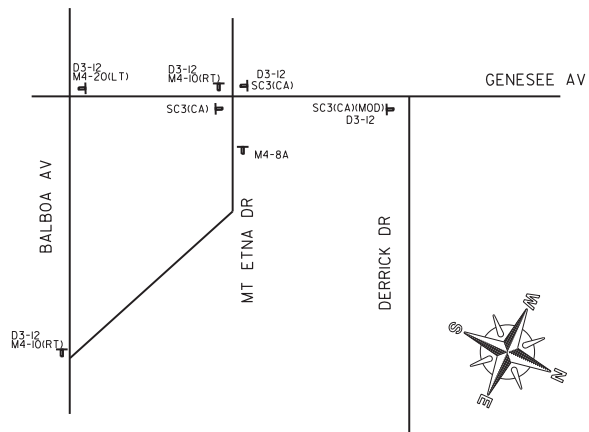
SIGN LEGEND



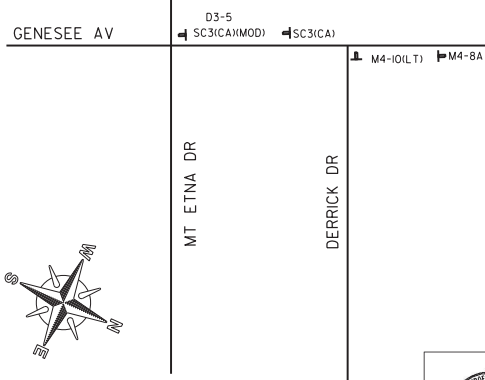
DETOUR PLAN II
SEE TC-21, TC-22



DETOUR PLAN 10
SEE TC-20



DETOUR PLAN 12
SEE TC-23



TC-32

CLAREMONT MESA EAST IMPROVEMENTS 2
TRAFFIC CONTROL PLANS

CITY OF SAN DIEGO, CALIFORNIA
ENGINEERING & CAPITAL PROJECTS DEPARTMENT
SHEET 132 OF 135 SHEETS

WATER BUS B-20005
SEWER BUS B-20004

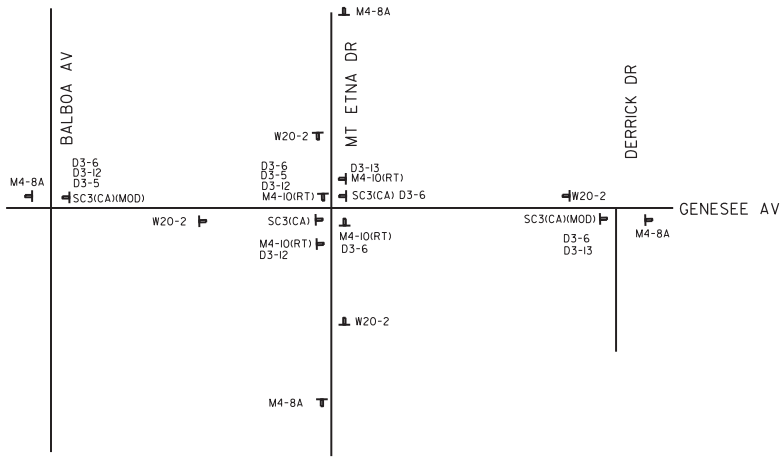
PROJECT NO.	06/01/2022	DATE	HEIDILEON	PROJECT MANAGER
DESIGNED BY	LOUIS SCHULTZ	DATE	C72142	PROJECT ENGINEER
DESCRIPTION	BY	APPROVED	DATE	FILMED
ORIGINAL	AS			



SEE EACH SHEET
CONTRACTOR INSPECTOR

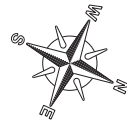
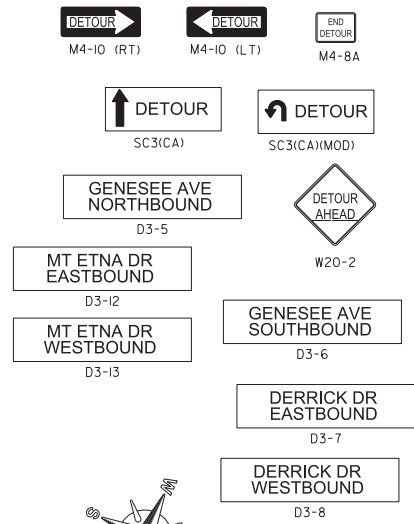
CLAREMONT MESA EAST IMPROVEMENTS 2 TRAFFIC CONTROL

DETOUR PLAN 13
SEE TC-25

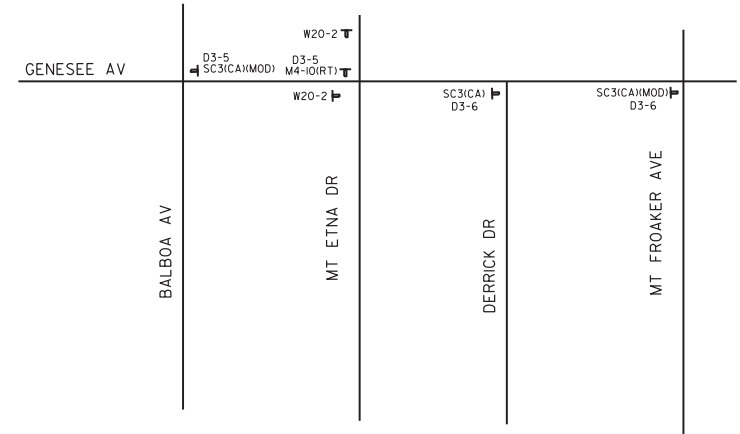


DETOURS

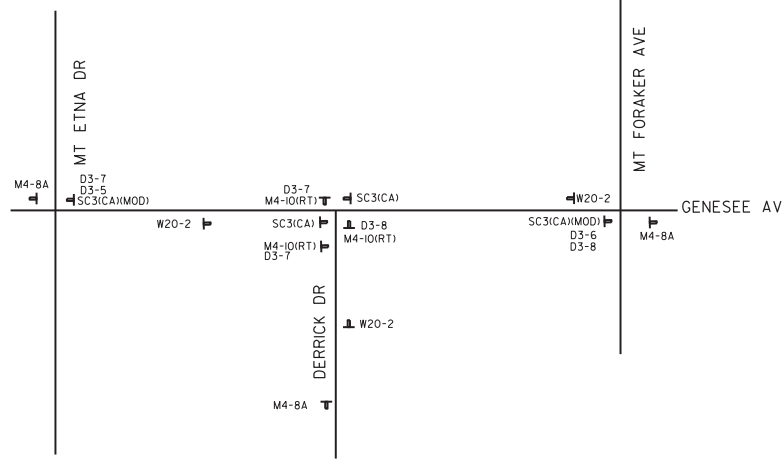
SIGN LEGEND



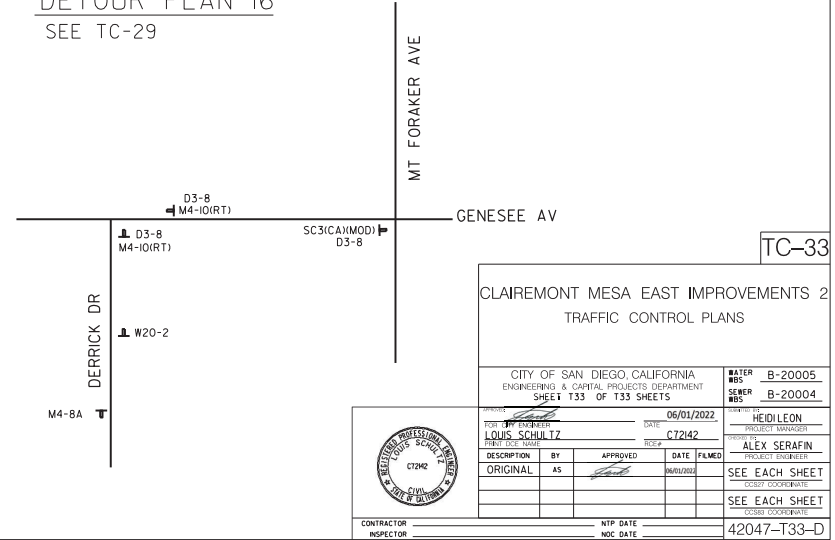
DETOUR PLAN 15
SEE TC-28



DETOUR PLAN 14
SEE TC-27



DETOUR PLAN 16
SEE TC-29



CLAIREMONT MESA EAST IMPROVEMENTS 2
TRAFFIC CONTROL PLANS

CITY OF SAN DIEGO, CALIFORNIA ENGINEERING & CAPITAL PROJECTS DEPARTMENT SHEET 133 OF 135 SHEETS		WATER NO. B-20005 SEWER NO. B-20004
PROJECT NO. 06/01/2022	DATE 06/01/2022	PROJECT MANAGER HEIDILEON
DESIGNED BY LIQUIS SCHULTZ	DATE 07/24/22	PROJECT ENGINEER ALEX SERAFIN
DESCRIPTION ORIGINAL	BY AS	APPROVED [Signature]
DATE 06/10/22	FILED	SEE EACH SHEET
CONTRACTOR		NTP DATE
INSPECTOR		NOC DATE
		42047-T33-D



CLAIREMONT MESA EAST IMPROVEMENTS 2 TRAFFIC CONTROL

CUSTOMER SERVICE QUESTIONNAIRE

TR-0164 (REV 2/2001)

PERMIT NUMBER

11-22-NTK-0514

Dear Customer,

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

PLEASE TELL US HOW WE'RE DOING

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

COMMENTS:

NAME (Optional)	BUSINESS PHONE NUMBER	DATE
-----------------	-----------------------	------

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STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION

NOTICE OF COMPLETION
TR-0128 (REV 06/01) CT #7541-5529-1

PERMIT NO. 11-22-NTK-0514

11-SD-805/22.45

Dear Sir or Madam:

All work authorized by the above-numbered permit was completed on _____
DATE

SIGNATURE OF PERMITTEE _____

FM 92 1546 M

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

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION

NOTICE OF COMPLETION
TR-0128 (REV 06/01) CT #7541-5529-1

Dear Sir or Madam:

All work authorized by the above-numbered permit was completed on _____
DATE

SIGNATURE OF PERMITTEE _____

FM 92 1546 M

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STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION

NOTICE OF COMPLETION
TR-0128 (REV 06/01) CT #7541-5529-1

PERMIT NO. _____

Dear Sir or Madam:

All work authorized by the above-numbered permit was completed on _____
DATE

SIGNATURE OF PERMITTEE _____

FM 92 1546 M

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STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION

NOTICE OF COMPLETION
TR-0128 (REV 06/01) CT #7541-5529-1

PERMIT NO. _____

Dear Sir or Madam:

All work authorized by the above-numbered permit was completed on _____
DATE

SIGNATURE OF PERMITTEE _____

FM 92 1546 M

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

APPENDIX I
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 J
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 K

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:



Network Devices, see Photo 3:

Photo 3



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

Photo 4



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

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

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

Photo 5

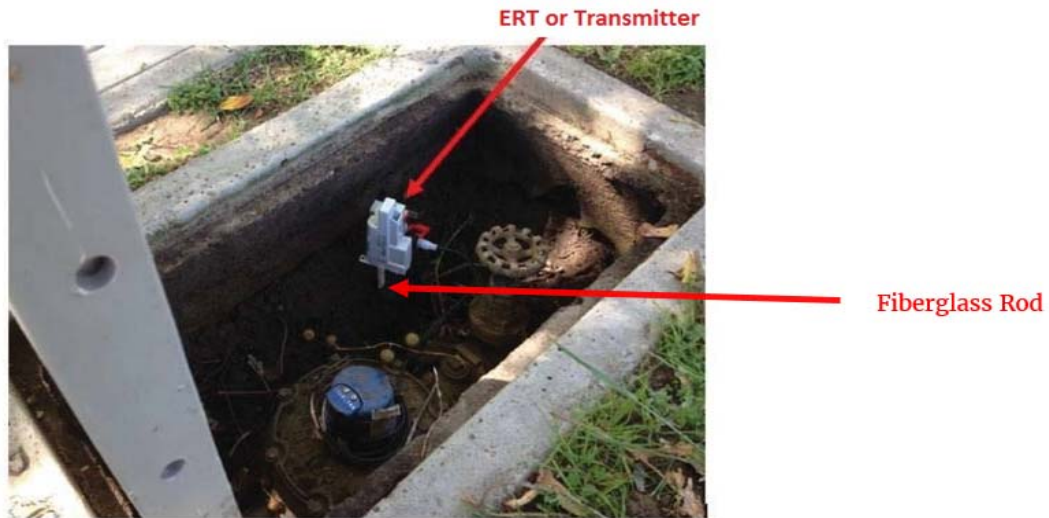


Photo 6 below is an example of disturbance that shall be avoided:

Photo 6



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

Photo 7



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

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

Photo 8



Network Device

Photo 9



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

ATTACHMENT F

RESERVED

ATTACHMENT G
CONTRACT AGREEMENT

ATTACHMENT G
CONTRACT AGREEMENT

CONSTRUCTION CONTRACT

This Phase-Funded contract is made and entered into between THE CITY OF SAN DIEGO, a municipal corporation, herein called "City", and TC Construction Company, Inc, herein called "Contractor" for construction of **Clairemont Mesa East Improv 2**; Bid No. **K-23-2158-DBB-3**; in the total amount **Fourteen Million Eight Hundred Five Thousand One Hundred Seventy Six Dollars and Four Cents (\$14,805,176.04)**, which is comprised of the Base Bid plus Additive Alternate A, Deductive Alternate B, Additive Alternate C, Additive Alternate D, Deductive Alternate E and Additive Alternate F and G, consisting of an amount not to exceed \$3,410,947.81 for **Phase 1**, \$7,527,671.96 for **Phase 2** and \$3,866,556.27 for **Phase 3**.

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

1. The following are incorporated into this contract as though fully set forth herein:
 - (a) The attached Faithful Performance and Payment Bonds.
 - (b) The attached Proposal included in the Bid documents by the Contractor.
 - (c) Reference Standards listed in the Instruction to Bidders and the Supplementary Special Provisions (SSP).
 - (d) Phased Funding Schedule Agreement.
 - (e) That certain documents entitled **Clairemont Mesa East Improv 2**, on file in the office of the Purchasing & Contracting Department as Document No. **B-20004, B-20005**, as well as all matters referenced therein.
2. The City wishes to construct this Project on a Phase-Funded basis. In accordance with Whitebook section 7-3.10, the City is only obligated to pay for Phase I; Contractor cannot begin, nor is the City financially liable for any additional Phases, unless and until Contractor is issued a Notice to Proceed for each additional Phase by the City.
3. 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 **Clairemont Mesa East Improv 2**, Bid Number **K-23-2158-DBB-3**, San Diego, California.
4. For such performances, the City shall pay to Contractor the amounts set forth at the times and in the manner and with such additions or deductions as are provided for in this contract, and the Contractor shall accept such payment in full satisfaction of all claims incident to such performances. (See WHITEBOOK, Section 7-3.10, Phased Funding Compensation).


CONTRACT AGREEMENT (continued)

- 5. No claim or suit whatsoever shall be made or brought by Contractor against any officer, agent, or employee of the City for or on account of anything done or omitted to be done in connection with this contract, nor shall any such officer, agent, or employee be liable hereunder.
- 6. This contract is effective as of the date that the Mayor or designee signs the agreement and is approved by the City Attorney in accordance with San Diego Charter Section 40.

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

THE CITY OF SAN DIEGO

APPROVED AS TO FORM

By 


Mara W. Elliott, City Attorney
By 

Print Name: Claudia C. Abarca
Director
Purchasing & Contracting Department

Print Name: Frank Alm
Deputy City Attorney

Date: June 8, 2023

Date: 6/27/23

CONTRACTOR
By 

Print Name: Austin Cameron

Title: president

Date: 5/4/23

City of San Diego License No.: B1987004773

State Contractor's License No.: 402459

DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) REGISTRATION NUMBER: 100000332

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

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

DRUG-FREE WORKPLACE

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

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

CONTRACTOR CERTIFICATION

AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE CERTIFICATION

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

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

CONTRACTOR CERTIFICATION

CONTRACTOR STANDARDS – PLEDGE OF COMPLIANCE

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

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

CONTRACTOR CERTIFICATION

EQUAL BENEFITS ORDINANCE CERTIFICATION

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

CONTRACTOR CERTIFICATION

EQUAL PAY ORDINANCE CERTIFICATION

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

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

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

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

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:

Clairemont Mesa East Improv 2

(Project Title)

as particularly described in said contract and identified as Bid No. **K-23-2158-DBB-3**; SAP No. (WBS) **B-20005, B-20004** ; 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 ^①	WHERE CERTIFIED ^②
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____						
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____						

- ① As appropriate, Bidder shall identify Vendor/Supplier as one of the following and shall include a valid proof of certification (except for OBE, SLBE and ELBE):
- | | | | |
|---|--------|--|---------|
| Certified Minority Business Enterprise | MBE | Certified Woman Business Enterprise | WBE |
| Certified Disadvantaged Business Enterprise | DBE | Certified Disabled Veteran Business Enterprise | DVBE |
| Other Business Enterprise | OBE | Certified Emerging Local Business Enterprise | ELBE |
| Certified Small Local Business Enterprise | SLBE | Small Disadvantaged Business | SDB |
| Woman-Owned Small Business | WoSB | HUBZone Business | HUBZone |
| Service-Disabled Veteran Owned Small Business | SDVOSB | | |

- ② As appropriate, Bidder shall indicate if Vendor/Supplier is certified by:
- | | | | |
|--|--------|--|----------|
| City of San Diego | CITY | State of California Department of Transportation | CALTRANS |
| California Public Utilities Commission | CPUC | | |
| 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. SUBCONTRACTOR LISTING FOR ALTERNATE ITEMS**
- D. MANDATORY DISCLOSURE OF BUSINESS INTERESTS FORM**
- E. DEBARMENT AND SUSPENSION CERTIFICATION FOR PRIME CONTRACTOR**
- F. DEBARMENT AND SUSPENSION CERTIFICATION FOR SUBCONTRACTORS, SUPPLIERS AND MANUFACTURERS**

BID BOND

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

KNOW ALL MEN BY THESE PRESENTS,


That T C Construction Company, Inc. as Principal, and Liberty Mutual 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.

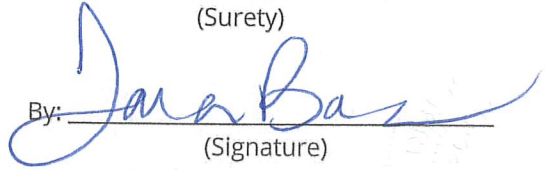
WHEREAS, said Principal has submitted a Bid to said OWNER to perform the WORK required under the bidding schedule(s) of the OWNER's Contract Documents entitled

Clairemont Mesa East Improv 2 K-23-2158-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 13th day of March, 2023

T C Construction Company, Inc. (SEAL)
(Principal)
By: 
(Signature)
Austin Cameron, President

Liberty Mutual Insurance Company(SEAL)
(Surety)
By: 
(Signature)
Tara Bacon, Attorney-in-Fact

(SEAL AND NOTARIAL ACKNOWLEDGEMENT OF SURETY)

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.

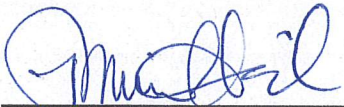
State of California
County of San Diego)

On March 13, 2023 before me, Minna Huovila, Notary Public
(insert name and title of the officer)

personally appeared Tara Bacon,
who proved to me on the basis of satisfactory 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)





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

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

Certificate No: 8206895-024019

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Christopher Conte; Dale G. Harshaw; Geoffrey Shelton; Janice Martin; John R. Qualin; Lawrence F. McMahon; Lilia De Loera; Minna Huovila; Natassia Kirk-Smith; Ryan Warnock; Sarah Myers; Tara Bacon

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

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 8th day of December, 2021.



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

By: David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 8th day of December, 2021 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

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



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

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

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

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

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

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 13th day of March, 2021.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

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 March 20, 2023 before me, Sandra Weeks, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Austin Cameron
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.

Signature Sandra Weeks
Signature of Notary Public

Place Notary Seal and/or Stamp Above

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: _____
<input type="checkbox"/> Corporate Officer – Title(s): _____	<input type="checkbox"/> Corporate Officer – Title(s): _____
<input type="checkbox"/> Partner – <input type="checkbox"/> Limited <input type="checkbox"/> General	<input type="checkbox"/> Partner – <input type="checkbox"/> Limited <input type="checkbox"/> General
<input type="checkbox"/> Individual <input type="checkbox"/> Attorney in Fact	<input type="checkbox"/> Individual <input type="checkbox"/> Attorney in Fact
<input type="checkbox"/> Trustee <input type="checkbox"/> Guardian or Conservator	<input type="checkbox"/> Trustee <input type="checkbox"/> Guardian or Conservator
<input type="checkbox"/> Other: _____	<input type="checkbox"/> Other: _____
Signer is Representing: _____	Signer is Representing: _____

CONTRACTOR'S CERTIFICATION OF PENDING ACTIONS


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

CHECK ONE BOX ONLY.

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

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

Contractor Name: T C Construction Company, Inc.

Certified By Austin Cameron Title President
Name

Signature Date 3-30-23

USE ADDITIONAL FORMS AS NECESSARY

SUBCONTRACTORS FOR ALTERNATES

*** FOR USE WHEN LISTING SUBCONTRACTORS FOR ALTERNATES ONLY ***
(Use Additional Sheets As Needed)

IDENTIFY ALTERNATE <small>(example: Deductive Alternate B) Only one Alternate and Sub per line</small>	SUBCONTRACTOR NAME, LOCATION, PHONE & EMAIL	SUBCONTRACTOR'S CA LICENSE NUMBER	SUBCONTRACTOR'S DIR REGISTRATION NUMBER	IS SUBCONTRACTOR CONSTRUCTOR, DESIGNER, OR SUPPLIER	TYPE OF WORK	DOLLAR VALUE OF THE ALTERNATE SUBCONTRACT <small>(Negative If Deductive)</small>
Additive Alternate "F"	Name: <u>Southwest Signal Service</u> Address: <u>P.O. Box 1297</u> City: <u>El Cajon</u> State: <u>CA</u> Zip: <u>92022</u> Phone: <u>619-442-3343</u> Email: <u>mmichel@southwestsignal.com</u>	451115	1000004265	Constructor	Traffic Signal Loop & Appurtenance	\$ 4,362.00
Additive Alternate "G"	Name: <u>Southwest Signal Service</u> Address: <u>P.O. Box 1297</u> City: <u>El Cajon</u> State: <u>CA</u> Zip: <u>92022</u> Phone: <u>619-442-3343</u> Email: <u>mmichel@southwestsignal.com</u>	451115	1000004265	Constructor	Traffic Loops, Push Buttons & Electrical	\$ 321,908.80
Additive Alternate "D"	Name: <u>Pavement Recycling Systems</u> Address: <u>10240 San Savaine Way</u> City: <u>Juniper Valley</u> State: <u>CA</u> Zip: <u>91752</u> Phone: <u>951-682-1091</u> Email: <u>aschatz@pavementrecycling.com</u>	569352	1000003363	Constructor	Cold Milling	\$ 226,055.25
Additive Alternate "F"	Name: <u>Statewide Stripes Inc</u> Address: <u>P.O. Box 600710</u> City: <u>San Diego</u> State: <u>CA</u> Zip: <u>92160</u> Phone: <u>858-560-6887</u> Email: <u>sean@statewidestripes.com</u>	788286	1000001334	Constructor	Striping	\$ 151,157.38

**SUBCONTRACTORS FOR ALTERNATE ITEMS ARE NOT CONSIDERED IN THE CALCULATION TOWARD ACHIEVING
SLBE/ELBE PARTICIPATION GOALS**

SUBCONTRACTORS FOR ALTERNATES

*** FOR USE WHEN LISTING SUBCONTRACTORS FOR ALTERNATES ONLY ***
(Use Additional Sheets As Needed)

IDENTIFY ALTERNATE <small>(example: Deductive Alternate B) Only one Alternate and Sub per line</small>	SUBCONTRACTOR NAME, LOCATION, PHONE & EMAIL	<small>SUBCONTRACTOR'S CA LICENSE NUMBER</small>	<small>SUBCONTRACTOR'S DIR REGISTRATION NUMBER</small>	<small>IS SUBCONTRACTOR CONSTRUCTOR, DESIGNER, OR SUPPLIER</small>	TYPE OF WORK	<small>DOLLAR VALUE OF THE ALTERNATE SUBCONTRACT (Negative If Deductive)</small>
Deductive Alternate "E"	Name: <u>Pavement Coatings Co</u> Address: <u>10240 San Serrano Way</u> City: <u>Jurupa Valley</u> State: <u>CA</u> Zip: <u>91752</u> Phone: <u>714-826-3011</u> Email: <u>mailshie@pavementrecycling.com</u>	303609	100003382	Constructor	Slurry Seal	\$(152,912.12)
	Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____					
	Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____					
	Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____					

SUBCONTRACTORS FOR ALTERNATE ITEMS ARE NOT CONSIDERED IN THE CALCULATION TOWARD ACHIEVING SLBE/ELBE PARTICIPATION GOALS

Mandatory Disclosure of Business Interests Form

BIDDER/PROPOSER INFORMATION

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

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

* The precise nature of the interest includes:

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

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

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

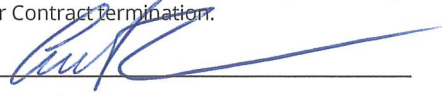
Name	Title/Position
Austin Cameron	President
City and State of Residence	Employer (if different than Bidder/Proposer)
El Cajon, CA	N/A
Interest in the transaction	
40% Owner	

Name	Title/Position
Jack Gieffels	Secretary/Treasurer
City and State of Residence	Employer (if different than Bidder/Proposer)
El Cajon, CA	N/A
Interest in the transaction	
10% Owner	

* Use Additional Pages if Necessary *

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

Austin Cameron, President



3-30-23

Print Name, Title

Signature

Date

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

Mandatory Disclosure of Business Interests Form

BIDDER/PROPOSER INFORMATION

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

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

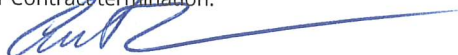
Name	Title/Position
Darren Tharp	Vice President
City and State of Residence	Employer (if different than Bidder/Proposer)
Alpine, CA	N/A
Interest in the transaction	
10% Owner	

Name	Title/Position
Robert Kostyrka	Vice President
City and State of Residence	Employer (if different than Bidder/Proposer)
El Cajon, CA	N/A
Interest in the transaction	
10% Owner	

* Use Additional Pages if Necessary *

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

Austin Cameron, President



3-30-23

Print Name, Title

Signature

Date

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Mandatory Disclosure of Business Interests Form

BIDDER/PROPOSER INFORMATION

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

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

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

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

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

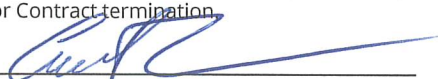
Name	Title/Position
Chad Cameron	Vice President
City and State of Residence	Employer (if different than Bidder/Proposer)
El Cajon, CA	N/A
Interest in the transaction	
20% Owner	

* Use Additional Pages if Necessary *

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

Austin Cameron, President

Print Name, Title



Signature

3-30-23

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</i> or <i>suspended</i> are excluded from submitting bids, submitting responses to requests for proposal or qualifications, receiving <i>contract</i> awards, executing <i>contracts</i> , participating as a <i>subcontractor</i> , <i>employee</i> , <i>agent</i> or representative of another <i>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
Austin Cameron	President
Terry Cameron	CEO
Jack Gieffels	Secretary/Treasurer
Darren Tharp	Vice President

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

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

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

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

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: T C Construction Company, Inc.

Certified By Austin Cameron Title President

Name 
 _____ Date 3-30-23
 Signature

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

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

NAME	TITLE
Chad Cameron	Vice President
Robert Kostyrka	Vice President

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

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

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

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Contractor Name: T C Construction Company, Inc.

Certified By Austin Cameron Title President

Name 

Date 3-30-23

Signature

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

**DEBARMENT AND SUSPENSION CERTIFICATION
SUBCONTRACTORS, SUPPLIERS AND MANUFACTURERS**

TO BE COMPLETED BY BIDDER

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

Names of the Principal individual owner(s)

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

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

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE
Southwest Signal Service	Ryan Clark - President General Manager

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE
Pavement Recycling Systems	Steve Concannon - President Nathan Beyler - Treasurer

SUBCONTRACTOR SUPPLIER MANUFACTURER


NAME	TITLE
Piperin Corporation	Craig Barry - President

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE
Loveless & Linton	Rebekah Loveless - COO Brandon Linton - CEO

Contractor Name: T C Construction Company, Inc.

Certified By Austin Cameron Title President


 Name _____ Date 3-30-23
 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
Statewide Stripes	David Brilhante - President

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE
Jerusalem TBA Miramar General	Alex Karaja - President

SUBCONTRACTOR SUPPLIER MANUFACTURER


NAME	TITLE
Pavement Coatings Co.	Doug Ford - President
	James Wu - Vice President
	Tom Mucenski - Secretary
	Nathan Beyler - Treasurer

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE
Two Rivers Strategies	Reema Boccia - Principal

Contractor Name: T C Construction Company, Inc.

Certified By Austin Cameron Title President


 Name _____ Date 3-30-23
 Signature

*USE ADDITIONAL FORMS AS NECESSARY**

City of San Diego

CITY CONTACT: Rosa I. Riego, Senior Contract Specialist, Email: RRiego@sandiego.gov
Phone No. (619) 533-3426

ADDENDUM A



FOR

Clairemont Mesa East Improv 2

BID NO.:	<u>K-23-2158-DBB-3</u>
SAP NO. (WBS/IO/CC):	<u>B-20005, B-20004</u>
CLIENT DEPARTMENT:	<u>2000</u>
COUNCIL DISTRICT:	<u>6</u>
PROJECT TYPE:	<u>KB, JA</u>

BID DUE DATE:

2:00 PM
March 30, 2023

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. CERTIFICATIONS AND FORMS

1. To Contractor Certification, **COVID-19 VACCINATION ORDINANCE** (form), page 188, **DELETE** in its entirety.

C. ADDITIONAL CHANGES

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

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

Section	Item Code	Description	UoM	Quantity	Payment Reference
Deductive Alternate B	237110	Contractor Furnished Materials for the City Forces High-line Work (Deductive)	LF	-310000	90-1.9 <u>900-1.9</u>

Rania Amen, Director
Engineering & Capital Projects Department

Dated: *March 14, 2023*
San Diego, California

RA/MJN/na

City of San Diego

CITY CONTACT: Rosa I. Riego, Senior Contract Specialist, Email: RRiego@sandiego.gov
Phone No. (619) 533-3426

ADDENDUM B



FOR

Clairemont Mesa East Improv 2

BID NO.:	<u>K-23-2158-DBB-3</u>
SAP NO. (WBS/IO/CC):	<u>B-20005, B-20004</u>
CLIENT DEPARTMENT:	<u>2000</u>
COUNCIL DISTRICT:	<u>6</u>
PROJECT TYPE:	<u>KB, JA</u>

BID DUE DATE:

2:00 PM
March 30, 2023

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. On the cover sheet of the striping plans General Notes section. Note #4. The contractor shall remove all conflicting striping pavement markings and legends by Hydroblasting which only a few companies have the equipment to do hydroblasting. Typically, The City of San Diego allows Grinding to be used as a form of removal. Would it be allowed as an alternative equal? Knowing the road will be slurried anyway.

A1. Striping removal for this project shall be performed by hydro blasting, grinding will not be accepted. The City of San Diego specifies hydro blasting as it does not disturb the pavement as much as grinding, allowing for a smoother transition from existing striping to new striping.

C. SUPPLEMENTARY SPECIAL PROVISIONS

1. To Attachment E, **SECTION 1 – GENERAL, TERMS, DEFINITIONS, ABBREVIATIONS, UNITS OF MEASURE, AND SYMBOLS**, page 55, **ADD** the following:

1-2 TERMS AND DEFINITIONS. To the “WHITEBOOK”, item 47, “Holiday”, **ADD** the following:

Holiday	Observed On
Juneteenth	June 19

Rania Amen, Director
Engineering & Capital Projects Department

Dated: *March 16, 2023*
San Diego, California

RA/MJN/na

Bid Results

Bidder Details

Vendor Name TC Construction Company, Inc.
Address 10540 Prospect Avenue Austin Cameron 619-726-7023
Santee, California 92071
United States
Respondee Elan Schier
Respondee Title Chief Estimator
Phone 619-448-4560
Email eschier@tcincsd.com
Vendor Type CADIR, MALE, CAU
License # 402459
CADIR 1000003132

Bid Detail

Bid Format Electronic
Submitted 03/30/2023 1:45 PM (PDT)
Delivery Method
Bid Responsive
Bid Status Submitted
Confirmation # 320742

Respondee Comment

Buyer Comment

Attachments

File Title	File Name	File Type
Contractors Certification of Pending Actions.pdf	Contractors Certification of Pending Actions.pdf	Contractor's Certification of Pending Actions
SubcontracorFor Alternates.pdf	SubcontracorFor Alternates.pdf	Subcontractor Listing for Alternate Items
Mandatory Disclosure.pdf	Mandatory Disclosure.pdf	Mandatory Disclosure of Business Interests Form
Debarment Prime.pdf	Debarment Prime.pdf	Prime - Debarment and Suspension Certification
Debarment Sub.pdf	Debarment Sub.pdf	Subcontractor - Debarment and Suspension Certification
Bid Bond Clairemont Mesa East.pdf	Bid Bond Clairemont Mesa East.pdf	Bid Bond

Subcontractors

Showing 7 Subcontractors

Name & Address	Desc	License Num	CADIR	Amount	Type
Jerusalem Construction, Inc. DBA M 1827 Cleveland Ave National City, California 91950	Concrete Flatwork Constructor SLBE	1009541	1000033057	\$1,110,650.00	ELBE, PQUAL, CADIR, Local
Loveless Linton, Inc. Archaeological, 1421 W. Lewis St San Diego, California 92103	Archeo, Cultural, Native American Monitoring, Mitigation, Curation Constructor SLBE	N/A	1000047263	\$53,227.23	DBE, SDB, CADIR, MBE, NAT, MALE, Local
Pavement Coatings Co. 10240 San Sevaine Way Jurupa Valley, California 91752	Pavement Fabric & Slurry Seal Constructor	303609	1000003382	\$793,860.19	
Piperin Corporation 510 Venture Street Escondido, California 92029	Portions of Water Mains & Appurtenances, Sewer System Complete Constructor SLBE	964028	1000000485	\$1,139,020.00	ELBE, CADIR, Local
Southwest Signal Services 397 Raleigh Ave El Cajon, California 92020	Traffic Loops, Push Buttons & Electrical Constructor SLBE	451115	1000004265	\$343,221.10	Local
Statewide Stripes Inc. PO Box 600710 San Diego, California 92160	Striping Constructor	788286	1000001334	\$94,434.00	DBE, Local
Two Rivers Strategies 9820 Alto Dr. La Mesa, California 91941	Community Liaison Constructor ELBE	N/A	1000871377	\$96,000.00	SDB, WBE, MBE, FEM, WOSB, Local

Line Items

Discount Terms No Discount

Item #	Item Code	Type	Item Description	UOM	QTY	Unit Price	Line Total	Response	Comment
Main Bid							\$12,944,970.06		
1	524126		Bonds (Payment and Performance)	LS	1	\$84,000.00	\$84,000.00	Yes	
2	237310		Caltrans Encroachment Permit Submittal (EOC Type I)	AL	1	\$7,000.00	\$7,000.00	Yes	
3	237110		Sewage Bypass and Pumping Plan (Diversion Plan)	LS	1	\$6,000.00	\$6,000.00	Yes	
4	541820		Exclusive Community Liaison Services	LS	1	\$120,000.00	\$120,000.00	Yes	
5	237110		Dewatering Permit and Discharge Fees (EOC Type I)	AL	1	\$25,000.00	\$25,000.00	Yes	
6	541690		Archaeological and Native American Monitoring Program	LF	5283	\$8.00	\$42,264.00	Yes	
7	541690		Suspension of Work - Resources	DAY	7	\$2,900.00	\$20,300.00	Yes	
8	541690		Archaeological and Native American Mitigation and Curation (EOC Type I)	AL	1	\$15,000.00	\$15,000.00	Yes	
9	238210		Remove and Reinstall Traffic Signs	EA	13	\$720.00	\$9,360.00	Yes	
10	237110		Mobilization	LS	1	\$420,000.00	\$420,000.00	Yes	
11			Field Orders (EOC Type II)	AL	1	\$1,000,000.00	\$1,000,000.00	Yes	
12	238910		Clearing and Grubbing	LS	1	\$2,600.00	\$2,600.00	Yes	
13	237310		Asphalt Pavement Repair	TON	150	\$333.00	\$49,950.00	Yes	
14	237310		Subgrade Imported Backfill	TON	12500	\$6.00	\$75,000.00	Yes	
15	237310		Class 2 Aggregate Base	TON	100	\$165.00	\$16,500.00	Yes	
16	237310		Rubber Polymer Modified Slurry (RPMS) Type I	SF	423833	\$0.28	\$118,673.24	Yes	
17	237310		Rubber Polymer Modified Slurry (RPMS) Type II	SF	853093	\$0.35	\$298,582.55	Yes	
18	237310		Rubber Polymer Modified Slurry (RPMS) Type III	SF	429260	\$0.62	\$266,141.20	Yes	
19	237310		Rubber Polymer Modified Slurry (RPMS) Type I (Bike Lane)	SF	39697	\$0.31	\$12,306.07	Yes	
20	237310		Pavement Restoration Adjacent to Trench	SF	16765	\$8.00	\$134,120.00	Yes	
21	237310		Road Lump	TON	9	\$1,200.00	\$10,800.00	Yes	
22	237310		Pavement Fabric	SY	38000	\$5.00	\$190,000.00	Yes	
23	237310		Crack Seal	LB	17100	\$4.00	\$68,400.00	Yes	
24	237310		Historical and Contractor Date Stamps and Impressions	EA	6	\$180.00	\$1,080.00	Yes	
25	237310		Additional Curb and Gutter Removal and Replacement	LF	550	\$50.00	\$27,500.00	Yes	
26	237310		Additional Sidewalk Removal and Replacement	SF	730	\$11.00	\$8,030.00	Yes	
27	237310		Cross Gutter	SF	10160	\$20.00	\$203,200.00	Yes	
28	237310		Residential Concrete Driveway	SF	350	\$23.00	\$8,050.00	Yes	
29	237310		Commercial Concrete Driveway	SF	405	\$28.00	\$11,340.00	Yes	
30	237310		Additional Sidewalk	SF	3450	\$11.00	\$37,950.00	Yes	
31	237310		Additional Curb	LF	690	\$45.00	\$31,050.00	Yes	
32	237310		Alley Apron	SF	350	\$28.00	\$9,800.00	Yes	
33	237310		6" Median Curb and Gutter (Type B-2)	LF	100	\$68.00	\$6,800.00	Yes	
34	237310		Curb Ramp (Type A) with Stainless Steel Detectable Warning Tiles	EA	24	\$6,200.00	\$148,800.00	Yes	
35	237310		Curb Ramp (Type B) with Stainless Steel Detectable Warning Tiles	EA	2	\$5,200.00	\$10,400.00	Yes	
36	237310		Curb Ramp (Type C1) with Stainless Steel Detectable Warning Tiles	EA	6	\$5,200.00	\$31,200.00	Yes	
37	237310		Curb Ramp (Type C2) with Stainless Steel Detectable Warning Tiles	EA	74	\$6,100.00	\$451,400.00	Yes	
38	237310		Curb Ramp (Type D) with Stainless Steel Detectable Warning Tiles	EA	2	\$4,200.00	\$8,400.00	Yes	
39	237310		Curb Ramp Modified (Type A, Per [D-Sheet 45]) with Stainless Steel Detectable Warning Tiles	EA	3	\$6,500.00	\$19,500.00	Yes	
40	237310		Curb Ramp Modified (Type A, Per [D-Sheet 46]) with Stainless Steel Detectable Warning Tiles	EA	2	\$5,600.00	\$11,200.00	Yes	
41	237310		Curb Ramp Modified (Type A-C2, Per [D-Sheet 46]) with Stainless Steel Detectable Warning Tiles	EA	2	\$5,700.00	\$11,400.00	Yes	
42	237310		Curb Ramp Modified (Type A, Per [D-Sheet 47]) with Stainless Steel Detectable Warning Tiles	EA	2	\$5,700.00	\$11,400.00	Yes	
43	237310		Curb Ramp Modified (Type A-C2, Per [D-Sheet 47]) with Stainless Steel Detectable Warning Tiles	EA	1	\$5,600.00	\$5,600.00	Yes	
44	237310		Curb Ramp Modified (Type C2, Per [D-Sheet Number 48]) with Stainless Steel Detectable Warning Tiles	EA	2	\$5,200.00	\$10,400.00	Yes	
45	237310		Curb Ramp Modified (Type A, Per [D-Sheet 49]) with Stainless Steel Detectable Warning Tiles	EA	1	\$5,700.00	\$5,700.00	Yes	
46	237310		Curb Ramp Modified (Type A-C2, Per [D-Sheet 49]) with Stainless Steel Detectable Warning Tiles	EA	1	\$5,700.00	\$5,700.00	Yes	
47	237310		Curb Ramp Modified (Type A, Per [D-Sheet 50]) with Stainless Steel Detectable Warning Tiles	EA	3	\$6,300.00	\$18,900.00	Yes	
48	237310		Curb Ramp Modified (Type C1, Per [D-Sheet 51]) with Stainless Steel Detectable Warning Tiles	EA	1	\$4,600.00	\$4,600.00	Yes	
49	237310		Curb Ramp Modified (Type B, Per [D-Sheet 51]) with Stainless Steel Detectable Warning Tiles	EA	2	\$5,200.00	\$10,400.00	Yes	

Item #	Item Code	Type	Item Description	UOM	QTY	Unit Price	Line Total	Response	Comment
50	237310		Curb Ramp Modified (Type D, Per [D-Sheet 51]) with Stainless Steel Detectable Warning Tiles	EA	1	\$4,700.00	\$4,700.00	Yes	
51	237310		Curb Ramp Modified (Type A, Per [D-Sheet 52]) with Stainless Steel Detectable Warning Tiles	EA	2	\$5,400.00	\$10,800.00	Yes	
52	237310		Curb Ramp Modified (Type A/C2, Per [D-Sheet Number 52]) with Stainless Steel Detectable Warning Tiles	EA	1	\$8,200.00	\$8,200.00	Yes	
53	237310		Curb Ramp Modified (Type A, Per [D-Sheet Number 53]) with Stainless Steel Detectable Warning Tiles	EA	4	\$5,700.00	\$22,800.00	Yes	
54	237310		Curb Ramp Modified (Type B, Per [D-Sheet Number 54]) with Stainless Steel Detectable Warning Tiles	EA	1	\$4,700.00	\$4,700.00	Yes	
55	237310		Curb Ramp Modified (Type D, Per [D-Sheet Number 54]) with Stainless Steel Detectable Warning Tiles	EA	1	\$4,700.00	\$4,700.00	Yes	
56	237310		Pedestrian Protective Railing and Handrail	LF	20	\$85.00	\$1,700.00	Yes	
57	237110		Phased Paving	EA	12	\$3,500.00	\$42,000.00	Yes	
58	237110		Removal or Abandonment of Existing Water Facilities (Ex. Fire Hydrants)	EA	9	\$245.00	\$2,205.00	Yes	
59	237110		Abandon and Fill Existing Water Main (16" - 20") Outside of the Trench Limit	LF	4649	\$22.00	\$102,278.00	Yes	
60	237110		Abandon and Fill Existing Water Main (8 Inch) Outside of the Trench Limit	LF	60	\$162.00	\$9,720.00	Yes	
61	237110		Abandon and Fill Existing Sewer Main (8 Inch) Outside of the Trench Limit	LF	256	\$32.00	\$8,192.00	Yes	
62	237110		Handling and Disposal of Non-friable Asbestos Material	LF	15820	\$20.00	\$316,400.00	Yes	
63	237110		Additional Bedding	CY	650	\$21.00	\$13,650.00	Yes	
64	237110		Water Main (8 Inch)	LF	3175	\$190.00	\$603,250.00	Yes	
65	237110		Water Main (8 Inch, Class 305)	LF	565	\$232.00	\$131,080.00	Yes	
66	237110		Water Main (12 Inch)	LF	6550	\$224.00	\$1,467,200.00	Yes	
67	237110		Water Main (12 Inch, Class 305)	LF	1500	\$270.00	\$405,000.00	Yes	
68	237110		Water Main (16 Inch)	LF	4300	\$277.00	\$1,191,100.00	Yes	
69	237110		Sewer Main (8 Inch)	LF	675	\$266.00	\$179,550.00	Yes	
70	237110		Sewer Main (8 Inch, SDR-26)	LF	340	\$290.00	\$98,600.00	Yes	
71	237110		Butterfly Valve (16 Inch, Class 150B)	EA	6	\$7,300.00	\$43,800.00	Yes	
72	237110		Gate Valve (8 Inch)	EA	25	\$3,100.00	\$77,500.00	Yes	
73	237110		Gate Valve (12 Inch)	EA	36	\$5,400.00	\$194,400.00	Yes	
74	237110		Fire Hydrant Assembly and Marker (6 Inch)	EA	32	\$12,000.00	\$384,000.00	Yes	
75	237110		Fire Service Connection and Assembly (4 Inch)	EA	2	\$8,100.00	\$16,200.00	Yes	
76	237110		Fire Service Connection and Assembly (6 Inch)	EA	1	\$11,000.00	\$11,000.00	Yes	
77	237110		Fire Service Connection and Assembly (8 Inch)	EA	2	\$12,000.00	\$24,000.00	Yes	
78	237110		Water Service (1 Inch)	EA	191	\$5,500.00	\$1,050,500.00	Yes	
79	237110		Water Service (2 Inch)	EA	40	\$12,000.00	\$480,000.00	Yes	
80	237110		Blow-Off Valve Assembly (2 Inch)	EA	5	\$8,300.00	\$41,500.00	Yes	
81	237110		Blow-Off Valve Assembly (2 Inch, Class 305)	EA	2	\$8,400.00	\$16,800.00	Yes	
82	237110		Blow-Off Valve Assembly (4 Inch)	EA	1	\$11,000.00	\$11,000.00	Yes	
83	237110		Air and Vacuum (Air Release) Valve Assembly (2 Inch)	EA	9	\$8,400.00	\$75,600.00	Yes	
84	237110		Air and Vacuum (Air Release) Valve Assembly (2 Inch, Class 305)	EA	1	\$10,000.00	\$10,000.00	Yes	
85	237310		Temporary Resurfacing	TON	676	\$152.00	\$102,752.00	Yes	
86	237110		Thrust Blocks and Anchor Blocks for 16 Inch and Larger Water Mains	EA	22	\$1,400.00	\$30,800.00	Yes	
87	237110		Imported Trench Backfill	TON	3400	\$30.00	\$102,000.00	Yes	
88	237110		Manhole (4 ft x 3ft)	EA	6	\$14,000.00	\$84,000.00	Yes	
89	237110		Sewer Lateral and Cleanout (4 Inch, Street)	EA	22	\$5,000.00	\$110,000.00	Yes	
90	237110		Video Inspection of Pipelines and Culverts for Acceptance	LF	1014	\$4.00	\$4,056.00	Yes	
91	237310		Removal and Replacement of Existing Paint Striping	LS	1	\$28,000.00	\$28,000.00	Yes	
92	237310		Removal and Replacement of Existing Thermoplastic Striping and Markings	LS	1	\$29,000.00	\$29,000.00	Yes	
93	237310		Continental Crosswalks	SF	10130	\$5.00	\$50,650.00	Yes	
94	238990		Video Recording of Existing Conditions	LS	1	\$12,000.00	\$12,000.00	Yes	
95	237310		Adjust Existing Manhole Frame and Cover to Grade	EA	13	\$1,200.00	\$15,600.00	Yes	
96	237310		Removal of Humps, Lumps, and Pavement Irregularities	LF	35	\$60.00	\$2,100.00	Yes	
97	237310		Traffic Signal Loop and Appurtenance Replacement (Type E)	EA	98	\$690.00	\$67,620.00	Yes	
98	237310		Traffic Signal Loop and Appurtenance Replacement (Type E Modified)	EA	48	\$710.00	\$34,080.00	Yes	
99	237310		Traffic Signal Loop and Appurtenance Replacement (Type Q Bike Loop)	EA	4	\$870.00	\$3,480.00	Yes	

Item #	Item Code	Type	Item Description	UOM	QTY	Unit Price	Line Total	Response	Comment
100	541330		Traffic Control and Working Drawings	LS	1	\$220,000.00	\$220,000.00	Yes	
101	238210		Temporary Detection System	EA	3	\$21,000.00	\$63,000.00	Yes	
102	238210		Pedestrian Push Button	EA	24	\$2,400.00	\$57,600.00	Yes	
103	238210		Pedestrian Push Button (No Post)	EA	1	\$710.00	\$710.00	Yes	
104	238210		Pedestrian Push Button (Removal)	EA	25	\$820.00	\$20,500.00	Yes	
105	238210		Traffic Detector Loop Stub	EA	126	\$1,300.00	\$163,800.00	Yes	
106	561730		Root Barrier	EA	2	\$3,000.00	\$6,000.00	Yes	
107	561730		Root Pruning	EA	2	\$1,800.00	\$3,600.00	Yes	
108	237110		Contractor Furnished Materials for the City Forces High-line Work	LF	31000	\$10.00	\$310,000.00	Yes	
109	237110		Contractor Furnished Materials for City Forces Connection, Cut and Plug, and Cut-in Work for Mains 16-inch and Larger.	LS	1	\$11,000.00	\$11,000.00	Yes	
110	237110		Pavement Restoration for Final Connection	SF	4200	\$26.00	\$109,200.00	Yes	
111	541330		WPCP Development	LS	1	\$7,500.00	\$7,500.00	Yes	
112	237310		WPCP Implementation	LS	1	\$130,000.00	\$130,000.00	Yes	
Additive Alternate A							\$248,000.00		
113	237110		High-lining Installation by the Contractor	LF	31000	\$4.00	\$124,000.00	Yes	
114	237110		High-lining Removed by the Contractor	LF	31000	\$4.00	\$124,000.00	Yes	
Deductive Alternate B							(\$310,000.00)		
115	237110		Contractor Furnished Materials for the City Forces High-line Work (Deductive)	LF	-31000	\$10.00	(\$310,000.00)	Yes	
Additive Alternate C							\$480,200.00		
116	237110		Connections to The Existing System by Contractor (8 Inch through 12 Inch)	EA	37	\$7,200.00	\$266,400.00	Yes	
117	237110		Connections to The Existing System by Contractor (20 Inch)	EA	1	\$29,000.00	\$29,000.00	Yes	
118	237110		Cut and Plug by Contractor	EA	42	\$4,400.00	\$184,800.00	Yes	
Additive Alternate D							\$1,142,421.75		
119	237310		Ashphalt Concrete Type B Overlay (2 Inch)	TON	2966	\$134.00	\$397,444.00	Yes	
120	237310		Ashphalt Concrete Type B Overlay (3 Inch)	TON	3564	\$132.00	\$470,448.00	Yes	
121	237310		Cold Milling Full Width (2 Inch)	SF	247145	\$0.55	\$135,929.75	Yes	
122	237310		Cold Milling Full Width (3 Inch)	SF	198000	\$0.70	\$138,600.00	Yes	
Deductive Alternate E							(\$264,600.87)		
123	237310		Rubber Polymer Modified Slurry (RPMS) Type I (Deductive)	SF	-235241	\$0.17	(\$39,990.97)	Yes	
124	237310		Rubber Polymer Modified Slurry (RPMS) Type II (Deductive)	SF	-445145	\$0.22	(\$97,931.90)	Yes	
125	237310		Rubber Polymer Modified Slurry (RPMS) Type III (Deductive)	SF	-198000	\$0.37	(\$73,260.00)	Yes	
126	237310		Crack Seal (Deductive)	LB	-8903	\$6.00	(\$53,418.00)	Yes	
Additive Alternate F							\$189,215.10		
127	237310		Paint Striping (Green Treatment)	LS	1	\$1,900.00	\$1,900.00	Yes	
128	237310		Paint Traffic Striping (Detail 39a)	LF	883	\$0.60	\$529.80	Yes	
129	237310		Paint Traffic Striping (Detail 39)	LF	10952	\$0.65	\$7,118.80	Yes	
130	237310		Painted Pavement Markings (Red Curb)	LF	7299	\$1.50	\$10,948.50	Yes	
131	237310		Thermoplastic Traffic Striping (Green Treatment)	SF	1663	\$17.00	\$28,271.00	Yes	
132	237310		Thermoplastic Pavement Marking/Arrows (Left, Right, Merge arrows)	LS	1	\$1,000.00	\$1,000.00	Yes	
133	237310		Thermoplastic Pavement Marking (BIKE AND LOADING ZONE)	EA	1	\$960.00	\$960.00	Yes	
134	237310		Thermoplastic Pavement Markings (Sharrows)	LS	1	\$1,100.00	\$1,100.00	Yes	
135	237310		Thermoplastic Pavement Markings (Bus Bike Only)	LS	1	\$1,000.00	\$1,000.00	Yes	
136	237310		Thermoplastic Traffic Striping (Buffer Stripe)	LF	1231	\$5.00	\$6,155.00	Yes	
137	237310		Thermoplastic Pavement Markings (Bike w/ Arrow Symbol)	EA	36	\$198.00	\$7,128.00	Yes	
138	238210		Traffic Signal Loop and Appurtenance (Type Q)	EA	6	\$870.00	\$5,220.00	Yes	
139	237310		Channelizer (Shur Tite Uflex curb with 28" Flex Post Or Approved Equal)	EA	283	\$300.00	\$84,900.00	Yes	
140	238210		Install Traffic Sign on New Post	EA	18	\$450.00	\$8,100.00	Yes	
141	238210		Install Traffic Sign on existing post	EA	13	\$240.00	\$3,120.00	Yes	
142	237310		Traffic Sign Removal (Sign only)	EA	4	\$60.00	\$240.00	Yes	
143	237310		Traffic Sign and Post Removal	EA	2	\$162.00	\$324.00	Yes	

Item #	Item Code	Type	Item Description	UOM	QTY	Unit Price	Line Total	Response	Comment
144	237110		Mobilization	LS	1	\$1,200.00	\$1,200.00	Yes	
145			Field Orders (EOC Type II)	AL	1	\$20,000.00	\$20,000.00	Yes	
Additive Alternate G							\$374,970.00		
146	524126		Bonds (Payment and Performance)	LS	1	\$1,000.00	\$1,000.00	Yes	
147			Field Orders (EOC Type II)	AL	1	\$10,000.00	\$10,000.00	Yes	
148	238910		Clearing and Grubbing	LS	1	\$2,500.00	\$2,500.00	Yes	
149	237310		Remove and Replace Existing Sidewalk	SF	350	\$14.00	\$4,900.00	Yes	
150	238210		Remove and Salvage Existing Pedestrian Signal Head	EA	4	\$610.00	\$2,440.00	Yes	
151	238210		Remove and Salvage Existing Pedestrian Push Button	EA	4	\$610.00	\$2,440.00	Yes	
152	238210		Detector Loop System for the Intersection	EA	1	\$18,000.00	\$18,000.00	Yes	
153	541330		Traffic Control and Working Drawings	LS	1	\$6,000.00	\$6,000.00	Yes	
154	541330		Type III Meter Pedestal with Foundation	EA	1	\$12,050.00	\$12,050.00	Yes	
155	238210		3-Inch PVC Conduit Per SDG&E Standards	LF	5	\$122.00	\$610.00	Yes	
156	238210		2-Inch PVC Conduit Per City Standards	LF	730	\$80.00	\$58,400.00	Yes	
157	238210		3-Inch PVC Conduit Per City Standards	LF	210	\$75.00	\$15,750.00	Yes	
158	238210		Two 3 Inch PVC Conduits in Same Trench Per City Standards	LF	160	\$88.00	\$14,080.00	Yes	
159	238210		#3 Pull Box	EA	1	\$810.00	\$810.00	Yes	
160	238210		#5 Pull Box	EA	4	\$930.00	\$3,720.00	Yes	
161	238210		#6 Pull Box	EA	6	\$1,000.00	\$6,000.00	Yes	
162	238210		Install Conduit into Existing Pull Box	EA	3	\$610.00	\$1,830.00	Yes	
163	238210		6 Pair 22 SIC (Signal Interconnect Cables)	LF	1300	\$13.00	\$16,900.00	Yes	
164	238210		Remove and Reinstall SIC (Signal Interconnect Cables)	LF	50	\$18.00	\$900.00	Yes	
165	238210		Remove and Salvage Existing Signal Pole with Luminaire Arm	EA	2	\$4,100.00	\$8,200.00	Yes	
166	238210		Remove and Salvage Type 1-A Pole	EA	2	\$2,000.00	\$4,000.00	Yes	
167	238210		Remove and Salvage Existing Sign and Post	EA	2	\$820.00	\$1,640.00	Yes	
168	238210		Remove and Reinstall Traffic Signs on Mast Arm	EA	2	\$610.00	\$1,220.00	Yes	
169	238210		Type 15TS Pole and Foundation	EA	1	\$13,000.00	\$13,000.00	Yes	
170	238210		Reconnect Wiring of Existing Signal Equipment to New Controller Cabinet	LS	1	\$14,000.00	\$14,000.00	Yes	
171	238210		Type 19-3-100 Pole and Foundation with 30' Signal Mast Arm	EA	1	\$32,000.00	\$32,000.00	Yes	
172	238210		Type 18-3-100 Pole and Foundation with 30' Signal Mast Arm	EA	1	\$27,000.00	\$27,000.00	Yes	
173	238210		Pedestrian Push button Pole and Foundation	EA	2	\$2,000.00	\$4,000.00	Yes	
174	238210		12" SV-2-TB Vehicular Signal (3-Section Head) with Frame	EA	2	\$2,000.00	\$4,000.00	Yes	
175	238210		12" MAS/MAT Vehicular Signal (3-Section Head) with Frame	EA	2	\$1,100.00	\$2,200.00	Yes	
176	238210		SP-2-T Pedestrian Signal with Frame	EA	2	\$1,700.00	\$3,400.00	Yes	
177	238210		Pedestrian Signals on Existing Frame	EA	4	\$790.00	\$3,160.00	Yes	
178	238210		Polara Navigator Accessible Pedestrian Signal System with 8 Stations or Approved Equal	EA	1	\$19,000.00	\$19,000.00	Yes	
179	238210		Emergency Vehicle Preemption System for Two Approaches (Dual)	EA	1	\$7,100.00	\$7,100.00	Yes	
180	238210		Remove and Salvage Existing Controller Cabinet and Foundation and Repair Surface	EA	1	\$4,400.00	\$4,400.00	Yes	
181	238210		Type 332L Cabinet and Foundation with 2070LX Controller Assembly	EA	1	\$38,000.00	\$38,000.00	Yes	
182	238210		Type Z-INT -4000K LED Luminaire with Adaptive Control	EA	2	\$1,300.00	\$2,600.00	Yes	
183	541330		WPCP Development	LS	1	\$720.00	\$720.00	Yes	
184	237310		WPCP Implementation	LS	1	\$7,000.00	\$7,000.00	Yes	

Line Item Subtotals

Section Title	Line Total
Main Bid	\$12,944,970.06
Additive Alternate A	\$248,000.00
Deductive Alternate B	(\$310,000.00)
Additive Alternate C	\$480,200.00
Additive Alternate D	\$1,142,421.75
Deductive Alternate E	(\$264,600.87)
Additive Alternate F	\$189,215.10
Additive Alternate G	\$374,970.00
Grand Total	\$14,805,176.04

SUBCONTRACTOR LISTING (OTHER THAN FIRST TIER)

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

Prime Contractor Name: T C Construction Company, Inc.

NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONSTRUCTOR OR DESIGNER	DIR REGISTRATION NUMBER	SUBCONTRACTOR LICENSE NUMBER	TYPE OF WORK
Name: _____ Address: _____ City: _____ State: <u>N/A</u> Zip: _____ Phone: _____ Email: _____	N/A	N/A	N/A	N/A
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____				
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____				
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____				

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