

City of San Diego

CONTRACTOR'S NAME: S.C. Valley Engineering, Inc.

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M. Zare Afifi / L. Arikat / B. Richardson

BIDDING DOCUMENTS



FOR

AC WATER AND SEWER GROUP 1040



BID NO.: K-24-2270-DBB-3

SAP NO. (WBS): B-18068, B-18066

CLIENT DEPARTMENT: 2000

COUNCIL DISTRICT: 8

PROJECT TYPE: KB, JA

THIS CONTRACT WILL BE SUBJECT TO THE FOLLOWING:

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

THIS CONTRACT MAY BE SUBJECT TO THE FOLLOWING:

- PHASED-FUNDING

BID DUE DATE:

2:00 PM

MARCH 28, 2024

CITY OF SAN DIEGO'S ELECTRONIC BIDDING SITE, PLANETBIDS

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

ENGINEER OF WORK

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



For City Engineer

02/07/2024

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(d)(2) 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.	Subcontractor Listing 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 & Mfgers	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 5PM 3 working days after bid opening	ALL BIDDERS
9.	Form AA60 – List of Work Made Available	By 5PM 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.	In-Use Off-Road Diesel Fueled Fleet Regulation (OFF-ROAD REGULATION) Compliance	Within 10 working days of receipt by bidder of contract forms and NOI	AWARDED BIDDER
14.	Signed Contract Agreement Page	Within 3 working days of receipt by bidder of Contract Agreement	AWARDED BIDDER
15.	Listing of "Other Than First Tier" Subcontractors	Within 10 working days of receipt by bidder of contract forms	AWARDED BIDDER

NOTICE INVITING BIDS

1. **SUMMARY OF WORK:** This is the City of San Diego's (City) solicitation process to acquire Construction services for **AC Water and Sewer Group 1040**. 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 **\$9,780,000**.
4. **BID DUE DATE AND TIME ARE: MARCH 28, 2024 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(s): **A or (C-34 and C-42)**
7. **SUBCONTRACTING PARTICIPATION PERCENTAGES:** Subcontracting participation percentages apply to this contract.
 - 7.1. The City has incorporated **mandatory** SLBE-ELBE subcontractor participation percentages to enhance competition and maximize subcontracting opportunities. For the purpose of achieving the mandatory subcontractor participation percentages, a recommended breakdown of the SLBE and ELBE subcontractor participation percentages based upon certified SLBE and ELBE firms has also been provided to achieve the mandatory subcontractor participation percentages:

1. SLBE participation	8.8%
2. ELBE participation	13.5%
3. Total mandatory participation	22.3%
 - 7.2. The current list of Certified SLBE/ELBE Firms to be used for outreach for this project is posted to the Documents tab on Planetbids.
 - 7.3. The Bid may be declared non-responsive if the Bidder fails to meet the following requirements:
 - 7.3.1. Include SLBE-ELBE certified subcontractors at the overall mandatory participation percentage identified in this document; OR
 - 7.3.2. 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 5PM 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:

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

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

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

2.8. ACCESSIBILITY AND AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE: To request a copy of this solicitation in an alternative format, contact the 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/july-2023-ccs-standard-plans-and-standard-specifications	2023	ECPD092023-05

Title	Edition	Document Number
CALTRANS Standard Plans https://dot.ca.gov/programs/design/july-2023-ccs-standard-plans-and-standard-specifications	2023	ECPD092023-06
California Manual on Uniform Traffic Control Devices Revision 7 (CA MUTCD Rev 7) https://dot.ca.gov/programs/safety-programs/camutcd	2014	ECPD081023-07
NOTE: *Available online under Engineering Documents and References at: https://www.sandiego.gov/ecp/edocref/ *Electronic updates to the Standard Drawings may also be found in the link above		

9. **CITY'S RESPONSES AND ADDENDA:** The City, at its discretion, may respond to any or all questions submitted in writing via the City's eBidding web site in the **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:

S.C. Valley Engineering, Inc. _____, a corporation, as principal, and Western Surety 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 **ELEVEN MILLION NINE HUNDRED SIXTY FOUR THOUSAND SIX HUNDRED FOURTY SIX DOLLARS AND ZERO CENTS (\$11,964,646.00)** for the faithful performance of the annexed contract, and in the sum of **ELEVEN MILLION NINE HUNDRED SIXTY FOUR THOUSAND SIX HUNDRED FOURTY SIX DOLLARS AND ZERO CENTS (\$11,964,646.00)** for the benefit of laborers and materialmen designated below.

Conditions:

If the Principal shall faithfully perform the annexed contract with the City of San Diego, California, then the obligation herein with respect to a faithful performance shall be void; otherwise, it shall remain in full force.

If the Principal shall promptly pay all persons, firms and corporations furnishing materials for or performing labor in the execution of this contract and shall pay all amounts due under the California Unemployment Insurance Act then the obligation herein with respect to laborers and materialmen shall be void; otherwise, it shall remain in full force.

The obligation herein with respect to laborers and materialmen shall inure to the benefit of all persons, firms and corporations entitled to file claims under the provisions of Article 2. Claimants, (iii) public works of improvement commencing with Civil Code Section 9100 of the Civil Code of the State of California.

Changes in the terms of the annexed contract or specifications accompanying same or referred to therein shall not affect the Surety's obligation on this bond, and the Surety hereby waives notice of same.

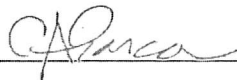
The Surety shall pay reasonable attorney's fees should suit be brought to enforce the provisions of this bond.

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

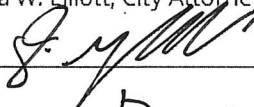
The Surety shall not utilize the Principal in completing the improvements and work specified in the Agreement in the event the City terminates the Principal for default.

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

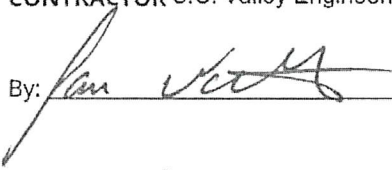
THE CITY OF SAN DIEGO

By: 
Print Name: Claudia C. Abarca
Director
Purchasing & Contracting Department
Date: May 30, 2024

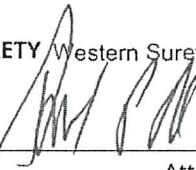
APPROVED AS TO FORM

Mara W. Elliott, City Attorney
By: 
Print Name: Dominic Guglielmo
Deputy City Attorney
Date: 6/4/24

CONTRACTOR S.C. Valley Engineering, Inc.

By: 
Print Name: Jim Wethen
Date: 4/25/24

SURETY Western Surety Company

By: 
Attorney-In-Fact
Print Name: Robert P. Dole, Attorney-in-Fact
Date: April 24, 2024

P.O. Box 400, Bonita, CA 91908

Local Address of Surety

(619) 475-5200

Local Phone Number of Surety

\$69,566.00

Premium

30171627

Bond Number

CALIFORNIA ALL-PURPOSE 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.

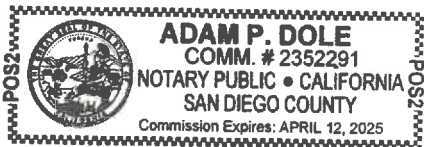
STATE OF CALIFORNIA

County of SAN DIEGO }

On April 24, 2024 before me, ADAM P. DOLE, Notary Public,
Date Insert Name of Notary exactly as it appears on the official seal

personally appeared ROBERT P. DOLE
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.



Place Notary Seal Above

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 [Signature]
Signature of Notary Public ADAM P. DOLE

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of the form to another 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: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer is Representing:

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer is Representing:



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: 8205635-024101

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, Adam P. Dole, John T. Dole, Patti Ewert, Robert P. Dole

all of the city of Bonita 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 21st day of May, 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
County of MONTGOMERY

On this 21st day of May, 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 24 day of April, 2024.



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.

ATTACHMENTS

ATTACHMENT A
SCOPE OF WORK

SCOPE OF WORK

1. **SCOPE OF WORK:** Construction of approximately 7,500 Linear Feet (LF) (1.42 miles) of 8",12", and 16" Polyvinyl Chloride (PVC) water mains to replace existing 4",6",8",12", and 16" Asbestos Cement (AC) water mains, including all associated water services, a water service transfer, and fire hydrants. Rehabilitation of approximately 430 LF of existing 8" Verified Clay (VC) sewer; and construction of approximately 5,395 LF (1.02 miles) of 8",10", 15" PVC sewer mains to replace existing 8", 12", 15" VC AND 5" Poly-Lined sewer mains including associated laterals, replumb three sewer laterals, manholes, cleanouts and other appurtenances in accordance with the specification and drawings. Project scope also includes curb ramps, and street restoration.
 - 1.1. The Work shall be performed in accordance with:
 - 1.1.1. The Notice Inviting Bids and Plans numbered **41003-01-D** through **41003-38-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 **435 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-24-2270-DBB-3_____

CONTRACT OR TASK TITLE: Sewer & AC Water Group 1040_____

CONTRACTOR: S. C. Valley Engineering, Inc._____

Funding Phase	Phase Description	Phase Start	Phase Finish	Not-to-Exceed Amount
1	Installation of 2,986 LF (.57 miles) of 8", 12" and 16" Water Mains, Water Services, Valves, Tees, Crosses, Fire Hydrants and Markers, Curb Ramps, Traffic Control, Trench Resurfacing, Pavement Restoration and all other work and appurtenances in accordance with these Specifications. (Sheet 41560-9-D TO Sheet 41560-14-D)	NTP	Oct. 1, 2024	<u>\$2,502,348.80</u> (Phase 1; Water)
	Phases 1 Total			\$2,502,348.80
2	Installation of 3,934 LF (.75miles) of 8" and 12" Water Mains, Water Services, Valves, Tees, Crosses, Fire Hydrants and Markers, Curb Ramps, Traffic Control, Trench Resurfacing, Pavement Restoration and all other work and appurtenances in accordance with these Specifications. (Sheet 41560-3-D to Sheet 41560-8-D)	Oct. 2, 2024	Oct 2, 2025	\$2,968,394.20 (Water)

	<p>Installation of 2,276 LF (.44 miles) of 8" Sewer Mains and all associated Sewer Laterals, Manholes, Mainline Cleanouts, Replumbs and Curb Ramps, Traffic Control, Trench Resurfacing, Pavement Restoration and all other work and appurtenances in accordance with these Specifications.</p> <p>(Sheet 41560-20-D TO Sheet 41560-22,24-D)</p>			<p>\$2,515,071.80 (Sewer)</p>
	Phases 2 Total			\$5,483,466.00
3	<p>Installation of 582 LF (.11 miles) of 12" Water Mains, Water Services, Valves, Tees, Crosses, Fire Hydrants and Markers, Curb Ramps, Traffic Control, Trench Resurfacing, Pavement Restoration and all other work and appurtenances in accordance with these Specifications.</p> <p>(Sheet 41560-15-D)</p>	Oct 3, 2025	NOC	<p>\$1,046,437.00 (Water)</p>
	<p>Installation of 2,743 LF (.52 miles) of 10" and 15" Sewer Mains and all associated Sewer Laterals, Manholes, Mainline Cleanouts, Replumbs and Curb Ramps, Traffic Control, Trench Resurfacing, Pavement Restoration and all other work and appurtenances in accordance with these Specifications.</p> <p>(Sheet 41560-16-D to Sheet 41560-19,23-D)</p>			<p>\$2,932,394.20 (Sewer)</p>
	Phase 3 Total			\$3,978,831.20

Contract Total	Ph 1 = \$2,502,348.80
	Ph 2 = \$5,483,466.00
	Ph 3 = \$3,978,831.20
	Total = \$11,964,646.00

Notes:

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

CITY OF SAN DIEGO

PRINT NAME: Yoftahe Ghiliamichael
for/ **Construction Senior Engineer**


Signature: 

Date: 5/9/2024

CONTRACTOR


PRINT NAME: Ismael Soto Borrayo

Title: Estimator/Project Manager

Signature: 

Date: 5/9/24

PRINT NAME: Janice Jaro
Design Senior Engineer

Signature: 

Date: _____

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/slbeinst.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":

To item 47, "Holiday", ADD the following:

Holiday	Observed On
Juneteenth	June 19

To item 55, "Normal Working Hours", DELETE in its entirety and SUBSTITUTE with the following:

Normal Working Hours: Normal Working Hours shall be **7:30 AM to 3:30 PM, Monday through Friday**, inclusive. Saturdays, Sundays, and City Holidays are excluded. Unless otherwise specified on the Traffic Control Permits.

SECTION 2 - SCOPE OF THE WORK

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

2. You shall obtain the following permit:
 - a) MTS Right of Entry Permit. The payment for applying and obtaining the permit shall be included in the Allowance Bid Item for "MTS Right of Entry Permit (EOC Type I)"
3. Right of Entry Permit to do work on private property and outside the City's Right-of-Way will be provided by the City.

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.

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

4. You shall collect and submit rehabilitation data spreadsheets along with monthly invoices for the following rehabilitation Work (see **Appendix I - Rehabilitation Data Collection - Sample Sewer Mains, Laterals and Manholes Data Templates**).
 - a) Laterals
 - b) Sewer Mains
 - c) Manholes

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

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

3-9 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) Report of Geotechnical Investigation for Proposed AC Water and Sewer Group 1040 Improvements.
6. The reports listed above are available for review at the following link:

<https://drive.google.com/drive/folders/13jQ9HJfH26DzTnS7y7Mm82WkjbBBpRG1>

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

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

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

3-12.8.3

Equipment. To the "WHITEBOOK", item 4, DELETE in its entirety and SUBSTITUTE with the following:

4. The approved dewatering system shall include a suitably sized pipeline to transport extracted groundwater from the Work Site to the indicated point of discharge as applicable under the dewatering permit in force during the dewatering operations. The alignment of this pipeline shall be subject to the approval by the Engineer. Where the pipeline is allowed to cross roadways or parking areas, you shall be required to install a conduit below the traveled surface. The installation shall provide protection for the temporary pipeline and a smooth transition across the traveled surface in accordance with Standard Drawing SDG-107, "Pavement Restoration for Asphalt Concrete Surfaced Streets - Major Excavation" or a concrete trench cap in accordance with Standard Drawing SDG-108, "Pavement Restoration for Concrete Surfaced Streets and Alleys - Major Excavation".

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 San Ysidro. See **Appendix F - Adjacent Projects Map** for the approximate location. Coordinate the Work with the adjacent projects as listed below:
 - a) Beyer Park Development, S00752, Project Manager Richard Rios at 619-533-6480.
 - b) Beyer Park Development Phase II, S23008, Senior Civil Engineer Darren Genova at 619-533-4601.
 - c) Sewer and AC Water Group 1032 (W), B17105, Resident Engineer Ryan Reed at 619-533-4656.
 - d) Sewer and AC Water Group 1032 (S), B17104, Resident Engineer Ryan Reed at 619-533-4656.
 - e) Sewer and AC Water Group 1032 (SS), B22144, Resident Engineer Ryan Reed at 619-533-4656.

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 Apparent Low Bidder** 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.

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

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

1. For Contracts with required engineering services, including Design-Build and preparation of engineered Traffic Control Plans (TCP) by you, you shall keep or require all of your employees and Subcontractors, who provide professional engineering services under Contract, to provide to the City proof of Professional Liability coverage with a limit of no less than **\$1,000,000** per claim and **\$2,000,000** aggregate per policy period of one year.
2. You shall ensure the following:
 - a) The policy retroactive date is on or before the date of commencement of the Project.
 - b) The policy will be maintained in force for a period of three years after completion of the Project or termination of the Contract, whichever occurs last. You agree that, for the time period specified above, there will be no changes or endorsements to the policy that affect the specified coverage.
3. If professional engineering services are to be provided solely by the Subcontractor, you shall:
 - a) Certify this to the City in writing, and
 - b) Agree in writing to require the Subcontractor to procure Professional Liability coverage in accordance with the requirements set forth here.

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

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

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

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

5-4.5 Policy Endorsements.

5-4.5.1 Commercial General Liability Insurance.

5-4.5.1.1 Additional Insured. To the fullest extent permitted by law and consistent with the limiting provisions set forth at California Civil Code section 2782, California Insurance Code section 11580.04, and any applicable successor statutes limiting indemnification of public agencies that bind the City, the policy or policies shall be endorsed to include as an Additional Insured the City and its respective elected officials, officers, employees, agents, and representatives, with respect to liability arising out of:

- i. Ongoing operations performed by you or on your behalf,
- ii. your products,
- iii. your work, e.g., your completed operations performed by you or on your behalf, or
- iv. premises owned, leased, controlled, or used by you.

5-4.5.1.2 Primary and Non-Contributory Coverage. The policy shall be endorsed to provide that the coverage with respect to operations, including the completed operations, if appropriate, of the Named Insured is primary to any insurance or self-insurance of the City and its elected officials, officers, employees, agents and representatives. Further, it shall provide that any insurance maintained by the City and its elected officials,

officers, employees, agents and representatives 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.

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

5-4.6 Deductibles and Self-Insured Retentions. You shall disclose deductibles and 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".

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.
4. The Replumb and the abandonment of the existing Sewer Main at the 4630 Border Village Rd, San Ysidro shall be the last order of work.
5. The construction of proposed water main in Enright Dr. shall be the first order of work.
6. As noted in the plans, work on the following streets shall not be performed until the SDG&E utilities in conflict have been relocated. Upon SDG&E's completion of relocation, schedule work accordingly:
 - a) Willow Road (41003-15-D)
 - b) Bolton Hall Road (41003-16-D)
 - c) Virginia Ave (41003-17-D)

6-3.1 General. To the "WHITEBOOK", item 3, subitem d, DELETE in its entirety and SUBSTITUTE with the following:

- d) 30 Calendar Days for full depth asphalt final mill and resurfacing work required per SDG-107, "Pavement Restoration for Asphalt Concrete Surfaced Streets - Major Excavation".

ADD:

6-6.1.1 Environmental Document.

1. The City of San Diego has prepared a **Addendum to Mitigated Negative Declaration No. 255100** for **Sewer and Water Group 1040**, Project No. **704120**, as referenced in the Contract Appendix. You shall comply with all requirements of the **Addendum to Mitigated Negative Declaration No. 255100** as set forth in **Appendix A**.

2. Compliance with the City's environmental document shall be included in the Contract Price, unless separate bid items have been provided.

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

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

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

3. You shall retain a qualified paleontologist for this Contract. You shall coordinate your activities and Schedule with the activities and schedules of the paleontologist monitor. Notify the Engineer before noon of the Working Day before monitoring is required. See 3-5, "INSPECTION" for details.

6-9 LIQUIDATED DAMAGES. To the "WHITEBOOK", item 2, DELETE in its entirety and SUBSTITUTE with the following:

2. The execution of the Contract shall constitute agreement between you and the City that the liquidated damage amount described in the table below is the value of the damage caused by your failure to complete the Work within the allotted time. Such sum shall not be construed as a penalty and may be deducted from your payments if such delay occurs.

Contract Value	Liquidated Damages Daily Amount
Less than \$200,001	\$1,000
\$200,001 to \$500,000	\$1,500
\$500,001 to \$1,000,000	\$2,000
\$1,000,001 to \$2,000,000	\$2,500
\$2,000,001 to \$5,000,000	\$3,000

Contract Value	Liquidated Damages Daily Amount
\$5,000,001 to \$10,000,000	\$5,500
\$10,000,001 to \$20,000,000	\$6,500
Greater Than \$20,000,000	\$7,000

SECTION 7 – MEASUREMENT AND PAYMENT

7-3.1 General. To the “WHITEBOOK”, ADD the following:

4. The payment for all work associated with the installation of protection posts shall be included in the bid item for “**Protection Post**”. The protection posts for Fire Hydrants shall be installed in accordance with SDW-104 and WM-04. The protection posts for curb ramps shall be installed in accordance with WM-04.
5. The payment for the removal and replacement of Guardrail and Red Chevron Signs shall be paid at the Contract Unit price per linear foot for “**Remove and Replace Guardrail and Red Chevron Signs (per Standard Drawing SDM-130)**”, and shall include full compensation for the installation, furnishing, labor, equipment, and all work associated with the Guardrail per SDM-130.

7-3.2.2.1 Progress Payment for Pipelines. To the "WHITEBOOK", item 4, DELETE in its entirety and SUBSTITUTE with the following:

4. In asphalt-surfaced streets, the City shall pay 15% for hydrostatic and bacterial testing, Wayneball and Mandrelling (where necessary), for water and sewer utility constructions respectively, and operational testing for storm drains, including the trench cap and cleanup. The City shall pay the remaining 5% after completing the asphalt wearing surface, Trench Capping per SDG-107 “Pavement Restoration for Asphalt Concrete Surfaced Streets - Major Excavation”, and final cleanup.

7-3.9 Field Orders. To the “WHITEBOOK”, DELETE in its entirety and SUBSTITUTE with the following:

1. If the cumulative total of Field Order items of Work does not exceed the “Field Orders” Bid Item, the City shall pay those Field Orders as shown below:

**TABLE 7-3.9
FIELD ORDER LIMITS**

Contract Price	Maximum Each Field Order Work Amount
Less than \$1,000,001	\$10,000
\$1,000,001 to \$5,000,000	\$20,000

Contract Price	Maximum Each Field Order Work Amount
\$5,000,001 to \$10,000,000	\$25,000
\$10,000,001 to \$30,000,000	\$40,000
Greater than \$30,000,000	\$70,000

SECTION 209 – PRESSURE PIPE

209-1.1.1 General. To the “GREENBOOK”, ADD the following:

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

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

301-1.6 Preparatory Repair Work. To the “WHITEBOOK”, DELETE in their entirety and SUBSTITUTE with the following:

1. Prior to the placement of any asphalt concrete or application of slurry, you shall complete all necessary preparation and repair Work and shall obtain approval by the Resident Engineer.
2. No preparatory asphalt Work shall be done when the atmospheric temperature is below 50° F (10° C) or during unsuitable weather.
3. Preparatory Work shall include tree trimming, weed spray, weed abatement, crack sealing, asphalt repair, cold milling, hump removal, lump removal, subgrade preparation and subgrade or base repair, removal of raised pavement markers, removal of pavement markings, location of public and private utilities and appurtenances, all Concrete works, and all other necessary works as specified in the Special Provisions and Contract Documents or as directed by the Engineer.
4. After the completion of the preparatory work, you shall install compacted asphalt concrete pavement according to the thickness specified in the Special Provisions and Contract Documents or a minimum of 2 inches (50.8 mm) for residential streets and a minimum of 3 inches (76.2 mm) for all other streets or as directed by the Engineer.
5. You shall identify the location of all utilities vaults, valves, and other appurtenances not included in the project scope requiring relocation or

adjustment to grade by other agencies/companies by marking the face of the curb closest to the utility appurtenance as follows:

- a. Offset distance of the appurtenance from the curb face
 - b. The limits of the appurtenance or corners of the vault/box
6. The quantities shown in the Plans are based on a street assessment survey and may vary. The Engineer will designate the limits to be removed and prepared and these designated areas shall be considered to take precedence over the areas shown in the Plans.
 7. You shall repair areas of distressed asphalt concrete pavement by milling or removing damaged areas of pavement to a minimum depth of 2 inches (50.8 mm) for residential streets and a minimum depth of 3 inches (76.2 mm) for all others except where specified otherwise in the Special Provisions and Contract Documents or as directed by the Engineer to expose firm and unyielding pavement as specified.
 8. If, in order to achieve the minimum specified depth, the base material or native subgrade is exposed, you shall notify the Engineer the material shall be compacted to 95% relative compaction.
 9. Compaction tests shall be made to ensure compliance with the specifications.
 10. The QCP shall establish location and timing of compaction testing and shall be subject to approval by the Engineer. You shall reimburse the City for the cost of retesting failing compaction tests conducted as part of the City of San Diego Quality Assurance testing.
 11. If additional base material is required, you shall use Class 2 Aggregate base in accordance with 200-2.9.1, "Class 2 Aggregate base (Scheduled, 5 Inch)" and "Class 2 Aggregate base (unscheduled, 5 Inch)" or as directed by the Engineer.
 12. Prior to placement of compacted asphalt concrete pavement, you shall prepare the subgrade as needed and install a minimum of 2 or 3 inches as specified in the contract documents and special provisions, of compacted asphalt concrete pavement over native material as directed by the Engineer.
 13. Areas of damaged asphalt requiring base repair work including excavation, placement of asphalt concrete, asphalt concrete base, and class 2 aggregate base, have been identified in the appendices as "DO", Dig Out, also called Base Repairs.
 14. The areas and quantities shown in the Plans are given only for the Contractor's aid in planning the Work and preparing Bids. You shall identify any new areas that require repair prior to paving in order to construct a smooth and stable pavement surface. Upon approval by the engineer, the repair locations shall

be incorporated into scope of work and shall not be considered extra work. You shall mark the pavement area as "DO" or as directed by the Engineer.

15. Prior to replacing asphalt, the area shall be cleaned by removing all loose and damaged material, moisture, dirt, and other foreign matter and shall be tack coated in accordance with 302-5.4, "Tack Coat".
16. When milling and/or grinding asphalt pavement for base repair and the contractor encounters level and unyielding PCC trench caps or appurtenance collars before reaching the minimum depth of 2 inches, then the You shall place enough asphalt concrete pavement to bring the surface to be level with the adjacent roadway. Asphalt Concrete Base shall be Type III-B3-PG 64-10 and Asphalt Concrete Pavement shall be Type III-C2-PG 64-10 as directed by the Engineer.
17. You shall install new asphalt within the repair area or for patches in accordance with 302-5, "ASPHALT CONCRETE PAVEMENT". Asphalt concrete shall be Type III-C2-PG 64-10 in compliance with 203-6.3.1 "General".
18. Recycled base material shall conform to Class 2 Aggregate Base material in accordance with 200-2.4, "Class 2 Aggregate Base (Scheduled, 5 Inch)" and "Class 2 Aggregate Base (Unscheduled, 5 Inch)".
19. Following the asphalt placement, you shall roll the entire area of new asphalt in both directions at least twice. The finished patch shall be level and smooth in compliance with 302-5.6.2, "Density and Smoothness". After placement and compaction of the asphalt patch, you shall seal all finished edges with a 4 inch (101.6 mm) wide continuous band of SS-1H.
20. Materials removed, regardless of removal method, shall be disposed of at a legal site.
21. The minimum dimensions for each individual repair shall be 4 feet by 4 feet (1.2 m by 1.2 m) and shall be subject to the following conditions:
 - a. If the base material is exposed, to achieve the required minimum removal thickness, the base material shall be prepared conforming to 301-1, "SUBGRADE PREPARATION".
 - b. Base repairs shall have a minimum depth of 10".
 - c. You shall repair the areas shown in the Plans of distressed asphalt concrete to remove damaged areas of pavement in accordance with 404-1, to expose firm and unyielding pavement, base, or native soils, regardless of materials encountered. Unyielding pavement will have no visible cracks and unyielding base, or native soils will be properly compacted, as determined by the Engineer. If cracks are visible, then pavement is not unyielding and shall require additional depth be removed as directed by the Engineer. The Contractor shall prepare

subgrade as needed and install a maximum of 5" compacted asphalt concrete pavement over the compacted base material to be level with the adjacent roadway surface.

- d. When additional base material is required, then you shall use Class 2 Aggregate Base in accordance with 200-2.4, "Class 2 Aggregate Base (Scheduled, 5 Inch)" and "Class 2 Aggregate Base (Unscheduled, 5 Inch)" or as directed by the Engineer.
- e. Recycled base material shall conform to Class 2 Aggregate base material in accordance with 200-2.4, "Class 2 Aggregate Base (Scheduled, 5 Inch)" and "Class 2 Aggregate Base (Unscheduled, 5 Inch)".
- f. You may use grinding as a method for removal of deteriorated pavement when the areas indicated for removal are large enough (a minimum of the machine drum width) and when approved by the Engineer.
- g. For both scheduled and unscheduled base repairs, failed areas may be removed by milling or by excavation provided that the edges are cut cleanly with a saw. The areas shall be cleaned, and tack coated in accordance with 302-5.4, "Tack Coat" before replacing the asphalt pavement.
- h. Base repair areas where failed pavement is removed either by cold milling or by excavation shall be restored to existing pavement grade with "Class 2 Aggregate Base (Scheduled, 5 Inch)" and "Class 2 Aggregate Base (Unscheduled, 5 Inch)" at 5 inches, and 5 inches of "Asphalt Concrete Base" shall be placed atop the layer of "Class 2 Aggregate Base (Scheduled, 5 Inch)" and "Class 2 Aggregate Base (Unscheduled, 5 Inch)" unless otherwise directed by the Engineer. These areas have been identified in the appendices as "DO". The Crushed Miscellaneous Base shall be in accordance with 200-2.9, "Class 2 Aggregate Base (Scheduled, 5 Inch)" and "Class 2 Aggregate Base (Unscheduled, 5 Inch)" The asphalt concrete base shall be Type III-B3-PG 64-10 as specified in 203-6, "ASPHALT CONCRETE". Preliminary quantities are identified in the Plans but may need to be increased and approved by the Engineer at the time of construction. Base Repairs shall not exceed 15% RAP in content.
- i. Base repair with asphalt concrete base areas where failed pavement is removed either by cold milling or by excavation shall be restored to existing pavement grade with Asphalt Concrete Base at 8 inch (203.2mm) and a minimum of 2 or 3 inches of asphalt concrete shall be placed atop the layer of Asphalt Concrete Base unless otherwise directed by the Engineer. The asphalt concrete base shall be Type III-B3-PG 64-10 as specified in 203-6, "ASPHALT CONCRETE." The asphalt concrete shall be Type III-C2-PG 64-10 as specified in 203-6, "General." Base Repairs shall not exceed 15% RAP in content. Base Repairs with

Asphalt Concrete Base shall not be performed except where directed by the Engineer.

- j. A Base repair identified prior to initiation of the preparatory work shall be considered scheduled.
- k. A base repair is considered unscheduled when it is not identified in the Plans as "DO" prior to initiation of preparatory work or when you are directed by the Engineer to perform an unscheduled base repair for the proper placement of an asphalt overlay.
- l. At the end of each day the Contractor shall submit to the Engineer an itemized list of the asphalt pavement and base repair work completed. The list shall include but not be limited to the location of the work, the exact square footage of the repair, cubic yards of excavation, tons of asphalt concrete base placed, and tons of Class 2 Aggregate Base material placed or as directed by the Engineer.

301-1.7

Payment. To the "WHITEBOOK", DELETE in their entirety and SUBSTITUTE with the following:

- a. The demolition, removal, and disposal of various types of existing hardscape in parkway areas, such as colored concrete, bricks, flagstone in the parkway or right-of-way, shall be included under the lump sum Bid items or for the Contract Unit Prices for which hardscape removal is required. When required, hardscape in parkways shall be replaced with Class A Topsoil or as directed by the Engineer.
- b. The payment for the preparatory works shall be included in the lump sum Bid Items and Contract Unit Prices for which preparation works are performed, unless it is specified as a separate Bid Item.
- c. The areas and quantities shown in the appendices are given only for the Contractor's aid in planning the Work and preparing Bids. The Engineer will designate the limits to be removed and prepared and these designated areas shall be considered to take precedence over the areas shown in the Plans. The quantities shown in the appendices are based on a street assessment survey and may vary. No payment shall be made for areas of over excavation as determined by the Engineer.
- d. Asphalt pavement subgrade repair, and base repair dig-outs, shall be paid at the Contract unit price for "**Excavate and Export (Scheduled, 10 Inch)**" and "**Excavate and Export (Unscheduled, 10 Inch)**", "**Asphalt Concrete Base (Scheduled, 5 Inch)**" and "**Asphalt Concrete Base (Unscheduled, 5 Inch)**", "**Class 2 Aggregate Base (Scheduled, 5 Inch)**" and "**Class 2 Aggregate Base (Unscheduled, 5 Inch)**". No Payment shall be made for areas of over excavation as determined by the Engineer.
- e. When Cold Milling is used as a method for excavation for subgrade or base repair for pavement, Cold Milling shall be included in the Contract Unit Price

for **“Excavate and Export (Scheduled, 10 Inch)”** or **“Excavate and Export (Unscheduled, 10 Inch)”**.

- f. The payment for Excavation shall be paid at the Contract Unit Price for **“Excavate and Export (Scheduled, 10 Inch)”** or **“Excavate and Export (Unscheduled, 10 Inch)”** for each bank cubic yard of material removed. Proof of proper disposal and/or recycling at a legal site for quantities excavated shall be required in advance of payment as directed by the Engineer and shall be subject to approval by the Engineer for payment. No additional payment shall be made for milling, grinding, saw cutting, hauling, disposal of concrete, pavement fabric, rubberized material, steel reinforcement, or any other material.
- g. No additional payment shall be made for milling, grinding, saw cutting, stockpiling, hauling, disposal of concrete, pavement fabric, rubberized material, steel reinforcement, or any other material.

301-2.4 Measurement and Payment. To the “GREENBOOK”, ADD the following:

- 1. Payment for Class 2 Aggregate base material installed shall be made at the Contract Unit Price for **“Class 2 Aggregate Base (Scheduled, 5 Inch) and “Class 2 Aggregate Base (Unscheduled, 5 Inch)”** per ton and includes all necessary works such as hauling, placement, and compaction as directed by the Engineer.

SECTION 302 – ROADWAY SURFACING

302-5.2 Pavement Restoration Adjacent to Trench. To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

302-5.2 Pavement Restoration Adjacent to Trench Influence Zone

- 1. The Work for pavement restoration shall include the replacement of existing pavement outside of the trench influence zone in accordance with SECTION 302 – ROADWAY SURFACING and as shown on the Plans.
- 2. Prior to the commencement of the Work, you shall meet with the Engineer and determine the limits of the pavement to be replaced.
- 3. Existing pavement shall be removed in accordance with SECTION 404 – COLD MILLING, and as shown on the Plans.
- 4. Areas of damaged pavement requiring base repair Work shall be restored in accordance with Section 301-1.6 “Preparatory Repair Work”, and as shown on the Plans.

302-5.2.1 Measurement and Payment. To the "WHITEBOOK", item 1, DELETE in its entirety and SUBSTITUTE with the following:

- 1. The payment for asphalt concrete pavement restoration outside of the trench influence zone shall be made on a tonnage basis in accordance with Section 302-5.9 “Measurement and Payment” and paid for under Bid Item **“Asphalt Concrete Overlay (>1/2 Inch to 3 Inch)”**, unless separate Bid items have been

provided. The following shall be included in the payment for **“Asphalt Concrete Overlay (>1/2 Inch to 3 Inch)”**:

- a) Saw-cutting existing edges.
 - b) Applying tack coat.
 - c) Placement, curing, and protection of new pavement.
2. The payment for removal of existing asphalt concrete pavement shall be made on square foot basis in accordance with Section 404-12 “Payment” and paid for under Bid Item **“Cold Milling (>1/2 Inch to 3 Inch)”**.
 3. The payment for base repair Work shall be made in accordance with Section 301-1.7 “Payment”.

302-6.1 General. To the "WHITEBOOK", item 3, DELETE in its entirety and SUBSTITUTE with the following:

3. The thickness of the new concrete pavement shall be in accordance with Standard Drawing SDG-108, "Pavement Restoration for Concrete Surfaced Streets and Alleys - Major Excavation".

SECTION 306 – OPEN TRENCH CONDUIT CONSTRUCTION

306-1 GENERAL. To the “GREENBOOK”, ADD the following:

1. All Work under this section shall be subject to the applicable permanent resurfacing restoration requirements in accordance with the following City of San Diego Standard Drawings.
 - a) SDG-105, “Pavement Restoration General Notes”
 - b) SDG-107, “Pavement Restoration for Asphalt Concrete Surfaced Streets - Major Excavation”
 - c) SDG-108, “Pavement Restoration for Concrete Surfaced Streets and Alleys - Major Excavation”
 - d) SDG-117, “Pavement Restoration for Asphalt Concrete Surface Streets - Minor Excavation”
 - e) SDG-118, “Pavement Restoration for Concrete Surface Streets and Alleys - Minor Excavation”

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: See Sheets 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15.

- b) Phase II: See sheets 3, 6, 7
- c) Phase III: See sheet 8

2. When installing pipelines within the City's streets, for the following streets, the total time allowed for the completion of Work shall not exceed **10 Working Days** per 500 feet of pipeline installation:

- a) Beyer Blvd.
- b) East Beyer Blvd.

306-3.3.4 Payment. To the "WHITEBOOK", ADD the following:

12. The payment for pavement restoration including influence area shall be included in the Bid items for the associated abandonment Work.

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 PAYMENT. To the "GREENBOOK", ADD the following:

1. Payment for pavement restoration, including influence area, shall be included in the associated Bid items pertinent to the Work.

306-15.1 General. To the "WHITEBOOK", item 1, subitem n, DELETE in its entirety and SUBSTITUTE with the following:

n) Permanent resurfacing. See **306-1 General** for permanent pavement restoration requirements.

306-15.6 Hydrants. To the "WHITEBOOK", ADD the following:

5. Payment for pavement restoration, including influence area, shall be included in the associated Bid items pertinent to the Work.

6. See **306-1 General** for permanent resurfacing requirements.

306-15.7 Buried Structures. To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

306-15.7 Buried Structures. To the "GREENBOOK", sentence (3), DELETE in its entirety and SUBSTITUTE with the following:

The Contract Unit Price shall include excavation, backfill, disposal of all excess excavation, constructing inverts, furnishing and installing castings, restoration of the street surface (See **306-1 General** for permanent resurfacing requirements) and

improvements including but not limited to sidewalk panel, and all other Work, excluding temporary resurfacing, necessary to construct the buried structure, complete in-place.

306-15.8 Pipeline Appurtenances. To the "WHITEBOOK", ADD the following:

10. Payment for pipeline appurtenances will be made at the contract unit price for each appurtenance of the size including permanent resurfacing requirements. See **306-1 General** for permanent resurfacing requirements.

306-16.6 Payment. To the "WHITEBOOK", ADD the following:

6. All Work under this section shall be subject to the applicable permanent resurfacing restoration requirements in accordance with the following City of San Diego Standard Drawings. Payment for pavement restoration, including influence area, shall be included in the associated Bid items pertinent to the Work.

a) See **306-1 General** for permanent resurfacing requirements.

306-17.2 Payment. To the "WHITEBOOK", item 5, DELETE in its entirety and SUBSTITUTE with the following:

5. For sewer lateral connections, outside the City's Right-of- Way, the payment for constructing each new sewer lateral and connecting to the main, and to the existing sewer lateral at the edge of easement shall be included in the bid item "**Sewer Lateral Connection**" and shall include the removal and replacement of concrete curb and gutter, sidewalk panels and existing surface improvements.

ADD the following:

12. All Work under this section shall be subject to the applicable permanent resurfacing restoration requirements in accordance with the following City of San Diego Standard Drawings. Payment for pavement restoration, including influence area, shall be included in the associated Bid items pertinent to the Work.
13. See **306-1 General** for permanent resurfacing requirements.

SECTION 400 - PROTECTION AND RESTORATION

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

6. All Work under this section shall be subject to the applicable permanent resurfacing restoration requirements in accordance with the following City of San Diego Standard Drawings. Payment for pavement restoration, including influence area, shall be included in the associated Bid Items pertinent to the Work.

a) SDG-105, "Pavement Restoration General Notes"

- b) SDG-107, "Pavement Restoration for Asphalt Concrete Surfaced Streets - Major Excavation"
- c) SDG-108, "Pavement Restoration for Concrete Surfaced Streets and Alleys - Major Excavation"
- d) SDG-117, "Pavement Restoration for Asphalt Concrete Surface Streets - Minor Excavation"
- e) SDG-118, "Pavement Restoration for Concrete Surface Streets and Alleys - Minor Excavation"

SECTION 401 – REMOVAL

401-3.1 Concrete Pavement. To the "WHITEBOOK", ADD the following:

- 4. See Section **400-1 GENERAL** for permanent resurfacing requirements.

401-3.2 Concrete Curb, Walk, Gutters, Cross Gutters, Curb Ramps, Driveway, and Alley Intersections. To the "WHITEBOOK", ADD the following:

- 7. See Section **400-1 GENERAL** for permanent resurfacing requirements.

SECTION 402 – UTILITIES

402-1.1 General. To the "GREENBOOK", paragraph 5, DELETE in its entirety and SUBSTITUTE with the following:

The Contractor shall complete excavation, backfill, and placement of temporary resurfacing on the same Day. Backfill shall conform to 306-12 Temporary resurfacing shall conform to 306-13.1. Permanent resurfacing shall be placed within 10 Working Days unless otherwise specified in the Special Provisions or directed by the Engineer. See Section **400-1 GENERAL** for permanent resurfacing requirements.

To the "WHITEBOOK", item 2, DELETE in its entirety and SUBSTITUTUTE with the following:

- 2. You shall fill all potholes on the same day of potholing if no trenching is to be performed within 10 Working Days of the excavation. Fully restore all potholes and any damaged surrounding areas to their original condition unless otherwise specified by the Engineer. Permanent resurfacing shall conform to SDG-123, "36-Inch and Smaller Pothole and Exploratory Excavation".

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

- g) Refer to **Appendix L- Advanced Metering Infrastructure (AMI) Device Protection** for more information on the protection of AMI devices.

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

- 6. Payment for pavement restoration, including influence area, shall be included in the associated Bid items pertinent to the Work.

SECTION 404 – COLD MILLING

404-1 GENERAL. To the "WHITEBOOK", item 1, DELETE in its entirety and SUBSTITUTE with the following:

1. Excessive asphalt concrete pavement adjacent to Type "G" and "H" curb and gutter lines and concrete cross gutters shall be milled in accordance with the City of San Diego Standard Drawing SDG-107, "Pavement Restoration for Asphalt Concrete Surfaced Streets - Major Excavation" or as shown on the Plans.

SECTION 500 – PIPELINE REHABILITATION

500-1 GENERAL. To the "WHITEBOOK", ADD the following:

5. All Work under this section shall be subject to the applicable permanent resurfacing restoration requirements in accordance with the following City of San Diego Standard Drawings. Payment for pavement restoration, including influence area, shall be included in the associated Bid Items pertinent to the Work.
 - a) SDG-105, "Pavement Restoration General Notes"
 - b) SDG-107, "Pavement Restoration for Asphalt Concrete Surfaced Streets - Major Excavation"
 - c) SDG-108, "Pavement Restoration for Concrete Surfaced Streets and Alleys - Major Excavation"
 - d) SDG-117, "Pavement Restoration for Asphalt Concrete Surface Streets - Minor Excavation"
 - e) SDG-118, "Pavement Restoration for Concrete Surface Streets and Alleys - Minor Excavation"

500-2.1 Initial Submittals. To the "WHITEBOOK", item 1, ADD the following:

Items shall be submitted in accordance with the required documents schedule.

500-4.7 Payment. To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

1. The point repair Work shall be measured and paid for in the Bid Item for each "**Point Repair for Existing Sewer Main**". Measurement shall be made at the pipe and shall be based on the length of pipe repaired. You shall be paid for 1 point repair for each repair 8 ft (2.43 m) or less in length. Any continuous point repair greater than 8 ft (2.43 m), shall be paid linearly proportioned to bid item "**Point Repair for Existing Sewer Main**". This payment shall include all necessary labor, materials, and equipment to clean, repair, excavate, inspect the Point Repair, backfill and restore pavement. See **500-1 General** for permanent pavement restoration requirements.

SECTION 503 – SERVICE LATERAL REHABILITATION

503-1 GENERAL. To the "WHITEBOOK", ADD the following:

- 7. All Work under this section shall be subject to the applicable permanent resurfacing restoration requirements in accordance with the following City of San Diego Standard Drawings. Payment for pavement restoration, including influence area, shall be included in the associated Bid items pertinent to the Work.
 - a) SDG-105, "Pavement Restoration General Notes"
 - b) SDG-107, "Pavement Restoration for Asphalt Concrete Surfaced Streets - Major Excavation"
 - c) SDG-108, "Pavement Restoration for Concrete Surfaced Streets and Alleys - Major Excavation"
 - d) SDG-117, "Pavement Restoration for Asphalt Concrete Surface Streets - Minor Excavation"
 - e) SDG-118, "Pavement Restoration for Concrete Surface Streets and Alleys - Minor Excavation"

503-6 PAYMENT. To the "WHITEBOOK" item 3, DELETE in its entirety and SUBSTITUTE with the following:

- 3. The point repair Work for sewer laterals shall be in accordance with 500-4, "PIPELINE POINT REPAIR AND/OR REPLACEMENT" and shall be included in the Bid Item for each "**Point Repair for Existing Sewer Lateral**". Measurement shall be made at the pipe and shall be based on the length of pipe repaired. You shall be paid for 1 point repair for each repair 8 ft (2.43 m) or less in length. Any continuous point repair greater than 8 ft (2.43 m), shall be paid linearly proportioned to bid item "**Point Repair for Existing Sewer Main**". This payment shall include all necessary labor, materials, and equipment to clean, repair, excavate, inspect the Point Repair, backfill, pavement restoration (and influence area) including sidewalks, driveways and any other above ground improvements.

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

601-2.1.2 Engineered Traffic Control Plans (TCP). To the "WHITEBOOK", ADD the following:

- 5. Engineered TCP (2-foot x 3-foot size) shall be required for the following areas:
 - a) Beyer Blvd.

SECTION 700 - MATERIALS

700-1.3 (86-1.02B) Conduit. To the "WHITEBOOK", item 1, DELETE in its entirety and SUBSTITUTE with the following:

1. When approved by the Engineer, conduit runs shown on the plans to be located behind curbs may be installed in the street, within 4 feet of and parallel to the curb, by narrow trenching. All pull boxes shall be located behind the curb or at locations shown on the plans. Narrow trenching shall be performed in accordance with the latest City Standards. Any changes in conduit location shall be approved in advance by the Engineer. All narrow trenching shall conform to the City of San Diego Standard Drawings SDG-117, "Pavement Restoration for Asphalt Concrete Surface Streets - Minor Excavation", SDG-118, "Pavement Restoration for Concrete Surface Streets and Alleys - Minor Excavation" and be inspected prior to backfill. Trenches behind sidewalks shall be compacted using compaction tools to ensure no sinking of trench will occur. Trenches wider than 6 inch (15.2 cm) shall conform to the City of San Diego Standard Drawings SDG-107, "Pavement Restoration for Asphalt Concrete Surfaced Streets - Major Excavation", SDG-108, "Pavement Restoration for Concrete Surfaced Streets and Alleys - Major Excavation", and SDG-119, "Trench Types G, H & I Backfill for Dry Utility". A 3-inch (7.6 mm) bed of fine soil or sand shall be placed in the trench.

SECTION 701 - CONSTRUCTION

701-2 PAYMENT. To the "WHITEBOOK", item 3, DELETE in its entirety and SUBSTITUTE with the following:

3. The payment for the trenching and pavement restoration, including influence areas, is included in the payment for the associated Work.

SECTION 901 - INSTALLATION AND CONNECTION

901-1.1.2.3 High-lining Removed by the Contractor. To the "WHITEBOOK", item 2, DELETE in its entirety and SUBSTITUTE with the following:

2. After removing all high-lining construction material and debris, you shall restore streets, curbs, gutters, sidewalks, fire hydrants, and other disturbed facilities in accordance with PART 4 - EXISTING IMPROVEMENTS. Street resurfacing shall be restored in accordance with the SDG-107, "Pavement Restoration for Asphalt Concrete Surfaced Streets - Major Excavation", SDG-108, "Pavement Restoration for Concrete Surfaced Streets and Alleys - Major Excavation".

901-2.4 Pavement Restoration. To the "WHITEBOOK", item 2, DELETE in its entirety and SUBSTITUTE with the following:

2. After the final connection is completed, you shall remove all temporary resurfacing, compact sub-grade and restore affected area with permanent resurfacing in accordance with the following City of San Diego Standard

Drawings. Payment for pavement restoration, including influence area, shall be included in the associated Bid Items pertinent to the Work.

- a) SDG-105, "Pavement Restoration General Notes"
- b) SDG-107, "Pavement Restoration for Asphalt Concrete Surfaced Streets - Major Excavation"
- c) SDG-108, "Pavement Restoration for Concrete Surfaced Streets and Alleys - Major Excavation"
- d) SDG-117, "Pavement Restoration for Asphalt Concrete Surface Streets - Minor Excavation"
- e) SDG-118, "Pavement Restoration for Concrete Surface Streets and Alleys - Minor Excavation"

901-2.5 **Payment.** To the "WHITEBOOK", item 1, subitem g, and item 3, DELETE in their entirety and SUBSTITUTE with the following:

- g) Pavement Restoration including influence area.
3. Traffic Control, saw cutting the trench area, trench cap, trench influence area and other spot repairs in the vicinity of the disturbed area at each restored connection shall be included in the square foot Bid item for "Pavement Restoration for Final Connection".

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 TO MITIGATED NEGATIVE DECLARATION



THE CITY OF SAN DIEGO

ADDENDUM

Project No. 704120
Addendum to MND No. 255100
SCH No. 2011091045

SUBJECT: **Sewer and Water Group 1040:** The project proposes the replacement of approximately 1,811 linear feet of 4-, 6-, 8-, 12-, and 16-inch diameter asbestos cement (AC) and ductile iron (DI) water mains with 8- and 12-inch diameter polyvinyl chloride (PVC) water mains; the installation of approximately 6,602 linear feet of new 8- and 12-inch diameter PVC water mains; and the abandonment of approximately 6,482 linear feet of 4-, 6-, 8-, 12-, and 16-inch AC and DI sewer mains. The project also proposes the replacement of approximately 599 linear feet of 8-, 12-, and 15-inch diameter vitrified clay (VC) and PVC sewer mains with 8- and 15-inch diameter PVC sewer mains; the installation of approximately 4,638 linear feet of new 8- and 15-inch diameter PVC sewer mains; the rehabilitation of approximately 429 linear feet of 8-inch diameter PVC sewer mains; and abandonment of approximately 3,939 linear feet of existing 8- and 15-inch diameter VC sewer mains. The project would include the installation of all associated water service, fire hydrants, valves, water meters, sewer laterals, manholes and other appurtenances. The project would repave areas directly impacted by construction; stripe approximately 8,501 linear feet of new Class II bicycle lane and Class III bicycle route along Beyer Boulevard between Alaquinias Drive and East Beyer Boulevard, and East Beyer Boulevard between Beyer Boulevard and Bolton Hall Road; replace curb ramps for compliance with the Americans with Disabilities Act (ADA); and provide crosswalk striping. Other signage and electrical improvements related to providing the bicycle lanes would also be included. Construction staging areas would be sited within the public right-of-way and City utility easements. Applicant: City of San Diego Engineering and Capital Projects Department.

I. SUMMARY OF ORIGINAL PROJECT

Mitigated Negative Declaration (MND) No. 255100 (Citywide Pipeline MND) was prepared by the City of San Diego's (City) Development Services Department (DSD) and adopted by the Council on November 30, 2011 (Resolution No. 307122). The Citywide Pipeline MND not only analyzed four near-term projects, but also provided the analysis for subsequent future pipeline projects. Future pipeline project would be required to be located within the public right-of-way and not result in any direct impacts to sensitive biological resources or Environmentally Sensitive Lands (ESL) as defined in the Land Development Code, and not encroach into the City's Multi-Habitat Planning Area (MHPA). Typical pipeline project types considered in the analysis consisted of sewer and water group jobs,

trunk sewers, large diameter water pipeline projects, new and/or replacement manholes, new/or replacement fire hydrants, and other necessary appurtenances. More specifically, the MND allowed for the replacement, rehabilitation, relocation, point repair, new trenching, trenchless construction, and abandonment of water and/or sewer pipeline alignments and associated improvements.

II. PROJECT DESCRIPTION

The AC Water and Sewer Group 1040 project is part of the City of San Diego's on-going Sewer Main Replacement Program. The existing sewer mains are old and are nearing the end of their service life. Construction of the project would reduce maintenance requirements, correct hydraulic deficiencies, improve reliability and accessibility, and bring the sewer main system up to current design standards.

Water Improvements: A total of approximately 8,413 linear feet of water lines would be replaced or installed as a part of this project. The project proposes the replacement of approximately 1,811 linear feet of existing 4-, 6-, 8-, 12-, and 16-inch diameter asbestos cement (AC) and ductile iron (DI) water mains by open trench method within the same trench alignment at the same depth with 8- and 12-inch diameter polyvinyl chloride (PVC) water mains; the installation of approximately 6,602 linear feet of new 8- and 12-inch diameter PVC water mains in new alignments by open trench at depths ranging from 3.5 to 5 feet; and abandon approximately 6,482 linear feet of 4-, 6-, 8-, 12-, and 16-inch AC and DI sewer mains. The project would include all associated water service, fire hydrants, valves, water meters, and other appurtenances.

Sewer Improvements: A total of approximately 5,237 linear feet of sewer line would be replaced and a total of 429.06 linear feet of sewer line would be rehabilitated as a part of this project. The project also proposes the replacement of approximately 270 linear feet of existing 8-, 12-, and 15-inch diameter vitrified clay (VC) and PVC sewer mains by open trench method within the same trench alignment at a greater depth with 8- and 15-inch diameter PVC sewer mains, and 329 linear feet by open trench within the same trench at same or shallower depth with 8- and 15-inch diameter PVC sewer mains; the installation of approximately 4,638 linear feet of new 8- and 15-inch diameter PVC sewer mains in new alignments by open trench at depths ranging from 7 to 15 feet; rehabilitate approximately 429 linear feet of 8-inch diameter PVC sewer mains; and abandon approximately 3,939 linear feet of existing 8- and 15-inch diameter VC sewer mains.

The project would also replace, install, and abandon associated appurtenances including water services, sewer laterals, and manholes; repave areas directly impacted by project construction.

As the pipeline work would require temporary impacts to the roadway traffic flows as well as effects to the roadway surface, the City would also couple other minor roadway improvements with the proposed pipeline improvements to reduce disruption to traffic flows. The project would stripe approximately 8,501 linear feet of new Class II bicycle lane and Class III bicycle route along Beyer Boulevard between Alaquinas Drive and East Beyer Boulevard, and East Beyer Boulevard between Beyer Boulevard and Bolton Hall Road. Signage would also be provided to accommodate the bike lanes. The project would also replace curb ramps for compliance with the Americans with Disabilities Act (ADA) and add crosswalk striping. Electrical improvements such as vehicle detectors and bicycle detectors within the roadway would be added for light signal timing purposes.

Construction staging areas would be sited within the public right-of-way and City utility easements. Construction methods include open trenching, abandonment, and rehabilitation, which are further described below.

Open Trenching: The open trench method of construction would be used for the new construction and replacement portions of the project. Trenches are typically 3 to 5 feet wide and are dug with excavators and similar large construction equipment. All trenching work would occur within the public right-of-way.

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

Rehabilitation: This technique would seal out runoff and groundwater seepage into structurally sound pipe. Grouts have a variety of chemical formulas that are matched to be compatible with local soil conditions and pipe materials. Prior to installing the grouting material, the pipe is thoroughly cleaned. Once the pipe is clean the grout is applied through the inside of the pipe with a machine called a packer. The grout is injected out through the pipe defect or open joint and into the surrounding soil matrix and the pipe material. The injected material bonds with the soil and pipe material forming a waterproof seal. Once the sewer mains are grouted a similar process is used to grout the service laterals where they connect to the sewer main. The service laterals are grouted in the same manner as the sewer mains. The equipment used for grouting the lateral is specialized for this purpose and is not the same as the equipment for sewer main grouting. Grouting can be accomplished in a few hours and does not disturb the ground or paving surface.

The project would comply with the standard requirements applicable at the time of construction as described in the *Standard Specifications for Public Works Construction*, and California Department of Transportation's *Manual of Traffic Controls for Construction and Maintenance Work Zones*. A traffic control plan would be prepared and implemented in accordance with the *City of San Diego Standard Drawings Manual of Traffic Control for Construction and Maintenance Work Zones*. Best Management Practices would be required and specified within the approved Water Pollution Control Plan for erosion control and storm drain inlet protection.

II. ENVIRONMENTAL SETTING

The project would be located within the San Ysidro Community Plan. Surrounding land uses include existing residential and commercial developments. The project would occur within developed public rights-of-way and public utility easements located within previously disturbed private property.

The project would generally be located within the following streets: Beyer Boulevard between Alaquinas Drive and Enright Drive; East Beyer Boulevard between Beyer Boulevard and Bolton Hall Road; Hill Street; Bolton Hall Road at Border Village Road; Border Village Road between Bolton Hall Road and Front Street; Virginia Avenue between Border Village Road and East San Ysidro Boulevard; Louisiana Avenue; Mesa Avenue; Seaward Avenue; Filoi Avenue; Enchanted Place; Fantasy Lane; Delaney Drive; Enright Drive; and Willow Road south of East San Ysidro Boulevard. All project areas are within the public right-of-way and within City utility easements.

IV. ENVIRONMENTAL DETERMINATION

The City previously prepared and adopted the Citywide Pipeline Projects Mitigated Negative Declaration (MND No. 255100/SCH No. 2011091045), per Resolution No. 307122 on November 30, 2011. Based on all available information in light of the entire record, the analysis in this Addendum, and pursuant to Section 15162 and 15164 of the State CEQA Guidelines, that:

- 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 document 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. The Citywide Pipeline MND has been incorporated by reference pursuant to CEQA Guidelines Section 15150. Public review of this Addendum is not required per CEQA.

V. IMPACT ANALYSIS

This Addendum includes the environmental issues analyzed in detail in the previously adopted MND as well as the project-specific environmental analysis pursuant to the CEQA. The analysis in this document evaluates the adequacy of the MND relative to the project and documents that the proposed modifications and/or refinements would not cause new or more severe significant impacts than those identified in the previously certified environmental document.

The Citywide Pipeline MND identified significant but mitigable impacts to Land Use (MSCP/MHPA Land Use Adjacency), Historical Resources (Built Environment), Historical Resources (Archaeology), and Paleontological Resources.

The following analysis indicates there would be no new significant impacts, nor would there be an increase in the severity of impacts resulting from the project. Further, there is no new information in the record or otherwise available indicating that there are substantial changes in circumstances that would require major changes to the MND.

Historical Resources (Archaeology)

Citywide Pipeline MND

The Citywide Pipeline MND determined that near-term and future pipeline projects would be analyzed for the potential to impact archaeological resources. Projects which include ground disturbance within mapped areas of the City that indicate a potential for the discovery of archaeological resources would require monitoring.

To reduce potential archaeological resource impacts to below a level of significance, all excavation within previously undisturbed soil would be monitored by a qualified 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).

Project

The project site is mapped within the high sensitivity on the City's Historical Resources Sensitivity Map. Therefore, a record search of the California Historic Resources Information System (CHRIS) digital database was reviewed by qualified archaeological City staff to determine the presence or absence of potential resources within the project site. According to the CHRIS search, no sites are mapped within the project site. However, there is a high potential for project grading to impact known prehistoric resources. Based upon the potential to encounter buried archaeological deposits or artifacts associated with the prehistoric occupation of the area and other known sites within area. Portions of the project area would include excavation of previously undisturbed soil which has the potential to contain sensitive archaeological resources. Monitoring would be required during all ground-disturbing activities within previously undisturbed soil.

A MMRP, as detailed within Section VII would be implemented to reduce the indirect impacts related to the Historical Resources (Archaeology) resources to below a level of significance. With

implementation of the MMRP, potential Historical Resources (Archaeology) impacts would be reduced to below a level of significance.

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

Historical Resources (Built Environment)

Citywide Pipeline MND

The Citywide Pipeline MND determined that near-term or future pipeline projects located within designated historical districts would be subject to review by qualified historical staff to determine whether the project would have an adverse effect on the historical district requiring specific mitigation as detailed in Section V of the MND or if the project would require further review in accordance with the Historical Resources Regulations. Projects located in a historical district must incorporate mitigation to reduce impacts to the historical district to below a level of significance.

Project

The project is not located within a historic district. Therefore, no impacts would occur to historical resources (built environment) and no mitigation is required.

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

Land Use (Multiple Species Conservation Plan)

Citywide Pipeline MND

The Citywide Pipeline MND determined that future pipeline projects could involve replacing and installing utility infrastructure in proximity to the City's Multi-Habitat Planning Area (MHPA). Activities which occur within 100 feet of the MHPA would be required to implement the MHPA Land Use Adjacency Guidelines (LUAG). Measures to reduce potential indirect impacts to the City's MHPA have been included in the MMRP contained within Section V of the Citywide Pipelines MND. Impacts were determined to be less than significant.

Project

The project site is surrounded by existing development and all work would be completed within the previously developed public right-of-way and City utility easements. Review of aerial and street level photography appears to show that the project site does not contain any sensitive biological resources. The project site does not contain any sensitive riparian habitat or other identified habitat community. Furthermore, the project site is not located within 100 feet from MHPA designated lands. The nearest MHPA designated lands are approximately 220 feet from the line within Enright

Drive. Therefore, no impacts would occur as a result of the project and no mitigation is required. As such, the project would not require the land use mitigation identified in the Citywide Pipeline MND.

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

Paleontological Resources

Citywide Pipelines Project MND

The Citywide Pipelines MND determined that future pipeline projects within the public right of way and city easements could result in significant environmental impacts relating to paleontological resources. Projects would require monitoring when the project proposes ground disturbance greater than 1,000 cubic yards to a depth of 10 feet within areas underlain by geologic formations which have high sensitivity for paleontological resources, and ground disturbance greater than 2,000 cubic yards to a depth of 10 feet within areas underlain by geologic formations which have moderate sensitivity for paleontological resources. Additionally, monitoring would be required when excavation would occur within previously undisturbed formations. Any significant paleontological resources encountered would be recovered and curated in accordance with the MMRP contained within Section V of the Citywide Pipelines MND. With mitigation incorporated, impacts would be less than significant.

Project

According to the Geology of the San Diego Metropolitan Area, California (1975) published by the California Division of Mines and Geology, the project area is underlain by San Diego Formation and Old paralic deposits, which are categorized as having a high sensitivity level for paleontological resources. Projects that require over 1,000 cubic yards of excavation and 10 feet within a high sensitivity level formation, could result in impacts to these resources. Further, monitoring may be required for shallow grading (less than 10 feet) when a site has previously been graded and/or unweathered geologic deposits/rock units are present at the surface. Per the submitted project information, the project would require and 15,167 cubic yards of cut with a maximum cut depth of 15 feet. While some of this excavation would be within fill, there is potential the new lines would be located within previously undisturbed areas of high sensitivity level for paleontological resources that may contain paleontological resources. Thus, paleontological resources impacts would be potentially significant, and mitigation would be required. The project would carry forward and implement paleontological resources mitigation consistent with the paleontological resources measure identified in the Citywide Pipeline Project MND.

A MMRP, as detailed within Section VII would be implemented to reduce the indirect impacts related to the paleontological resources to below a level of significance. With implementation of the MMRP, potential paleontological resources impacts would be reduced to below a level of significance.

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

VI. OTHER ISSUES NOT ANALYZED IN DETAIL

The Citywide Pipelines Project MND identified no impact or less than significant impacts related to the following environmental issues: aesthetics, agriculture and forestry resources, air quality, biological resources, geology/soils, greenhouse gas emissions, hazards & hazardous materials, hydrology/water quality, mineral resources, noise, population/housing, public services, recreation, transportation/traffic, and utilities/service systems. Considering the type of proposed project improvements, the magnitude of the improvements, methods of implementation, project compliance with regulations and policies, and location within previously developed areas, the proposed project would similarly have no impact or less than significant impacts related to these environmental issues as well. Through the environmental analysis conducted, the City has determined that the current project, subject of and evaluated under this Addendum would not have the potential to cause significant impacts to those issue areas beyond those analyzed. While these issues were not analyzed in detail, there is no new information available that would indicate that these issues would result in new significant impacts.

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

A. General Requirements - Part I Plan Check (prior to permit issuance)

1. Prior to Bid Opening/Bid Award or beginning any construction related activity on-site, the Development Services Department (DSD) Director's Environmental Designee (ED) shall review and approve all Construction Documents (CD) (plans, specifications, details, etc.) to ensure MMRP requirements have been incorporated.
2. In addition, the ED shall verify that the MMRP Conditions/Notes that apply ONLY to the construction phases of this project are included VERBATIM, under the heading, **"ENVIRONMENTAL/MITIGATION REQUIREMENTS"**.

These notes must be shown within the first three (3) sheets of the construction documents in the format specified for engineering construction document templates as shown on the City website: <https://www.sandiego.gov/development-services/forms-publications/design-guidelines-templates>

3. The **TITLE INDEX SHEET** must also show on which pages the "Environmental/Mitigation Requirements" notes are provided.

B. GENERAL REQUIREMENTS - PART II Post Plan Check (after permit issuance/prior to start of construction)

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

holder's Representative(s), Job Site Superintendent and the following consultants as necessary: **Archaeologist, Native American Monitor, and Paleontologist**

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

CONTACT INFORMATION:

- a) The PRIMARY POINT OF CONTACT is the **RE** at the **Field Engineering Division**
858-627-3200
- b) For clarification of ENVIRONMENTAL REQUIREMENTS, it is also required to call **RE and MMC at 858-627-3360**

1. **MMRP COMPLIANCE:** This project, Project Tracking System (PTS) No. 677813, or for subsequent future projects the associated PTS No. 677813 shall conform to the mitigation requirements contained in the associated Environmental Document and implemented to the satisfaction of the DSD's ED, MMC and the City Engineer (RE). The requirements may not be reduced or changed but may be annotated (i.e. to explain when and how compliance is being met and location of verifying proof, etc.). Additional clarifying information may also be added to other relevant plan sheets and/or specifications as appropriate (i.e. specific locations, times of monitoring, and methodology, etc).

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

2. **OTHER AGENCY REQUIREMENTS:** Evidence that any other agency requirements or permits have been obtained or are in process shall be submitted to the RE and MMC for review and acceptance prior to the beginning of work or within one week of the Permit Holder obtaining documentation of those permits or requirements, Evidence shall include copies of permits, letters of resolution or other documentation issued by the responsible agency as applicable: Not Applicable.
3. **MONITORING EXHIBITS:** All consultants are required to submit to RE and MMC, a monitoring exhibit on a 11 x 17 reduction of the appropriate construction plan, such as site plan, grading, landscape, etc., marked to clearly show the specific areas including the **LIMIT OF WORK**, scope of that discipline's work, and notes indicated when in the construction schedule that work will be performed. When necessary for clarification, a detailed methodology of how the work will be performed shall be included.
4. **OTHER SUBMITTALS AND INSPECTIONS:** The Permit Holder/Owner's representative shall submit all required documentation, verification letters, and requests for all associated inspections to the RE and MMC for approval per the following schedule:

DOCUMENT SUBMITTAL/INSPECTION CHECKLIST		
Issue Area	Document Submittal	Associated Inspection/Approvals/Notes
General	Consultant Qualification Letters	Prior to Preconstruction Meeting
General	Consultant Construction Monitoring Exhibits	Prior to or at Preconstruction Meeting
Paleontology	Paleontology Reports	Paleontology Site Observation
Archaeology	Archaeology Reports	Archaeology/Historic Site Observation
Bond Release	Request for Bond Release Letter	Final MMRP Inspections Prior to Bond Release Letter

SPECIFIC MMRP ISSUE AREA CONDITIONS/REQUIREMENTS:

Historical Resources (Archaeology)

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

A. Entitlements Plan Check

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

B. Letters of Qualification have been submitted to ADD

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

II. Prior to Start of Construction

A. Verification of Records Search

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

B. PI Shall Attend Precon Meetings

1. Prior to beginning any work that requires monitoring; the Applicant shall arrange a Precon Meeting that shall include the PI, Native American consultant/monitor (where Native American resources may be impacted), Construction Manager (CM) and/or Grading Contractor, Resident Engineer (RE), Building Inspector (BI), if appropriate, and MMC. The qualified Archaeologist and Native American Monitor shall attend any grading/excavation related Precon Meetings to make comments and/or suggestions concerning the Archaeological Monitoring program with the Construction Manager and/or Grading Contractor.
 - a. If the PI is unable to attend the Precon Meeting, the Applicant shall schedule a focused Precon Meeting with MMC, the PI, RE, CM or BI, if appropriate, prior to the start of any work that requires monitoring.
2. Acknowledgement of Responsibility for Curation (CIP or Other Public Projects)
The applicant shall submit a letter to MMC acknowledging their responsibility for the cost of curation associated with all phases of the archaeological monitoring program.
3. Identify Areas to be Monitored
 - a. Prior to the start of any work that requires monitoring, the PI shall submit an Archaeological Monitoring Exhibit (AME) (with verification that the AME has been reviewed and approved by the Native American consultant/monitor when Native American resources may be impacted) based on the appropriate construction documents (reduced to 11x17) to MMC identifying the areas to be monitored including the delineation of grading/excavation limits.
 - b. The AME shall be based on the results of a site-specific records search as well as information regarding the age of existing pipelines, laterals and associated appurtenances and/or any known soil conditions (native or formation).
 - c. MMC shall notify the PI that the AME has been approved.
4. When Monitoring Will Occur
 - a. Prior to the start of any work, the PI shall also submit a construction schedule to MMC through the RE indicating when and where monitoring will occur.
 - b. The PI may submit a detailed letter to MMC prior to the start of work or during construction requesting a modification to the monitoring program. This request shall be based on relevant information such as review of final construction documents which indicate conditions such as age of existing pipe to be replaced, depth of excavation and/or site graded to bedrock, etc., which may reduce or increase the potential for resources to be present.
5. Approval of AME and Construction Schedule
After approval of the AME by MMC, the PI shall submit to MMC written authorization of the AME and Construction Schedule from the CM.

III. During Construction

- A. Monitor Shall be Present During Grading/Excavation/Trenching
 1. The Archaeological Monitor shall be present full-time during all soil disturbing and grading/excavation/trenching activities which could result in impacts to archaeological resources as identified on the AME. **The Construction Manager is responsible for notifying the RE, PI, and MMC of changes to any construction activities such as in the case of a potential safety concern within the area being monitored. In certain circumstances OSHA safety requirements may necessitate modification of the AME.**

2. The Native American consultant/monitor shall determine the extent of their presence during soil disturbing and grading/excavation/trenching activities based on the AME and provide that information to the PI and MMC. If prehistoric resources are encountered during the Native American consultant/monitor's absence, work shall stop, and the Discovery Notification Process detailed in Section III.B-C and IV.A-D shall commence.
 3. The PI may submit a detailed letter to MMC during construction requesting a modification to the monitoring program when a field condition such as modern disturbance post-dating the previous grading/trenching activities, presence of fossil formations, or when native soils are encountered that may reduce or increase the potential for resources to be present.
 4. The archaeological and Native American consultant/monitor shall document field activity via the Consultant Site Visit Record (CSVR). The CSVR's shall be faxed by the CM to the RE the first day of monitoring, the last day of monitoring, monthly **(Notification of Monitoring Completion)**, and in the case of ANY discoveries. The RE shall forward copies to MMC.
- B. Discovery Notification Process
1. In the event of a discovery, the Archaeological Monitor shall direct the contractor to temporarily divert all soil disturbing activities, including but not limited to digging, trenching, excavating or grading activities in the area of discovery and in the area reasonably suspected to overlay adjacent resources and immediately notify the RE or BI, as appropriate.
 2. The Monitor shall immediately notify the PI (unless Monitor is the PI) of the discovery.
 3. The PI shall immediately notify MMC by phone of the discovery, and shall also submit written documentation to MMC within 24 hours by fax or email with photos of the resource in context, if possible.
 4. No soil shall be exported off-site until a determination can be made regarding the significance of the resource specifically if Native American resources are encountered.
- C. Determination of Significance
1. The PI and Native American consultant/monitor, where Native American resources are discovered shall evaluate the significance of the resource. If Human Remains are involved, follow protocol in Section IV below.
 - a. The PI shall immediately notify MMC by phone to discuss significance determination and shall also submit a letter to MMC indicating whether additional mitigation is required.
 - b. If the resource is significant, the PI shall submit an Archaeological Data Recovery Program (ADRP) and obtain written approval of the program from MMC, CM and RE. ADRP and any mitigation must be approved by MMC, RE and/or CM before ground disturbing activities in the area of discovery will be allowed to resume.

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

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

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

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

- 1. Procedures for documentation, curation and reporting
 - a. One hundred percent of the artifacts within the trench alignment and width shall be documented in-situ, to include photographic records, plan view of the trench and profiles of side walls, recovered, photographed after cleaning and analyzed and curated. The remainder of the deposit within the limits of excavation (trench walls) shall be left intact.
 - b. The PI shall prepare a Draft Monitoring Report and submit to MMC via the RE as indicated in Section VI-A.
 - c. The PI shall be responsible for recording (on the appropriate State of California Department of Park and Recreation forms-DPR 523 A/B) the resource(s) encountered during the Archaeological Monitoring Program in accordance with the City's Historical Resources Guidelines. The DPR forms shall be submitted to the South Coastal Information Center for either a Primary Record or SDI Number and included in the Final Monitoring Report.
 - d. The Final Monitoring Report shall include a recommendation for monitoring of any future work in the vicinity of the resource.

IV. Discovery of Human Remains

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

- A. Notification
 - 1. Archaeological Monitor shall notify the RE or BI as appropriate, MMC, and the PI, if the Monitor is not qualified as a PI. MMC will notify the appropriate Senior Planner

- in the Environmental Analysis Section (EAS) of the Development Services Department to assist with the discovery notification process.
2. The PI shall notify the Medical Examiner after consultation with the RE, either in person or via telephone.
- B. Isolate discovery site
1. Work shall be directed away from the location of the discovery and any nearby area reasonably suspected to overlay adjacent human remains until a determination can be made by the Medical Examiner in consultation with the PI concerning the provenience of the remains.
 2. The Medical Examiner, in consultation with the PI, will determine the need for a field examination to determine the provenience.
 3. If a field examination is not warranted, the Medical Examiner will determine with input from the PI, if the remains are or are most likely to be of Native American origin.
- C. If Human Remains **ARE** determined to be Native American
1. The Medical Examiner will notify the Native American Heritage Commission (NAHC) within 24 hours. By law, **ONLY** the Medical Examiner can make this call.
 2. NAHC will immediately identify the person or persons determined to be the Most Likely Descendent (MLD) and provide contact information.
 3. The MLD will contact the PI within 24 hours or sooner after the Medical Examiner has completed coordination, to begin the consultation process in accordance with CEQA Section 15064.5(e), the California Public Resources and Health & Safety Codes.
 4. The MLD will have 48 hours to make recommendations to the property owner or representative, for the treatment or disposition with proper dignity, of the human remains and associated grave goods.
 5. Disposition of Native American Human Remains will be determined between the MLD and the PI, and, if:
 - a. The NAHC is unable to identify the MLD, OR the MLD failed to make a recommendation within 48 hours after being granted access to the site, 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, the landowner shall reinter the human remains and items associated with Native American human remains with appropriate dignity on the property in a location not subject to further and future subsurface disturbance, 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. The document shall be titled "Notice of Reinterment of Native American Remains" and shall include a legal description of the property, the name of the property owner, and the owner's acknowledged signature, in addition to any other information required by PRC 5097.98. The document shall be indexed as a notice under the name of the owner.
 - d. Upon the discovery of multiple Native American human remains during a ground disturbing land development activity, the landowner may agree that additional conferral with descendants is necessary to consider culturally appropriate treatment of multiple Native American human remains. Culturally appropriate

treatment of such a discovery may be ascertained from review of the site utilizing cultural and archaeological standards. Where the parties are unable to agree on the appropriate treatment measures the human remains and items associated and buried with Native American human remains shall be reinterred with appropriate dignity, pursuant to Section 5.c., above.

- D. If Human Remains are **NOT** Native American
 - 1. The PI shall contact the Medical Examiner and notify them of the historic era context of the burial.
 - 2. The Medical Examiner will determine the appropriate course of action with the PI and City staff (PRC 5097.98).
 - 3. If the remains are of historic origin, they shall be appropriately removed and conveyed to the San Diego Museum of Man for analysis. The decision for internment of the human remains shall be made in consultation with MMC, EAS, the applicant/landowner, any known descendant group, and the San Diego Museum of Man.

V. Night and/or Weekend Work

- A. If night and/or weekend work is included in the contract
 - 1. When night and/or weekend work is included in the contract package, the extent and timing shall be presented and discussed at the precon meeting.
 - 2. The following procedures shall be followed.
 - a. No Discoveries
In the event that no discoveries were encountered during night and/or weekend work, the PI shall record the information on the CSVR and submit to MMC via 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.

Paleontological Resources

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 Paleontological Monitoring have been noted on the appropriate construction documents.

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 paleontological monitoring program, as defined in the City of San Diego Paleontology Guidelines.
2. MMC will provide a letter to the applicant confirming the qualifications of the PI and all persons involved in the paleontological monitoring of the project.
3. Prior to the start of work, the applicant shall obtain 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 has been completed. Verification includes but is not limited to a copy of a confirmation letter from San Diego Natural History Museum, other institution or, if the search was in-house, a letter of verification from the PI stating that the search was completed.
2. The letter shall introduce any pertinent information concerning expectations and probabilities of discovery during trenching and/or grading activities.

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, Construction Manager (CM) and/or Grading Contractor, Resident Engineer (RE), Building Inspector (BI), if appropriate, and MMC. The qualified paleontologist shall attend any grading/excavation related Precon Meetings to make comments and/or suggestions concerning the Paleontological 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 paleontological monitoring program.
3. Identify Areas to be Monitored

- a. Prior to the start of any work that requires monitoring, the PI shall submit a Paleontological Monitoring Exhibit (PME) based on the appropriate construction documents (reduced to 11x17) to MMC for approval identifying the areas to be monitored including the delineation of grading/excavation limits. Monitoring shall begin at depths below 10 feet from existing grade or as determined by the PI in consultation with MMC. The determination shall be based on site specific records search data which supports monitoring at depths less than ten feet.
- b. The PME shall be based on the results of a site-specific records search as well as information regarding existing known soil conditions (native or formation).
- c. MMC shall notify the PI that the PME 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 depth of excavation and/or site graded to bedrock, presence or absence of fossil resources, etc., which may reduce or increase the potential for resources to be present.
5. Approval of PME and Construction Schedule
After approval of the PME by MMC, the PI shall submit to MMC written authorization of the PME and Construction Schedule from the CM.

III. During Construction

- A. Monitor Shall be Present During Grading/Excavation/Trenching
 1. The monitor shall be present full-time during grading/excavation/trenching activities including, but not limited to mainline, laterals, jacking and receiving pits, services and all other appurtenances associated with underground utilities as identified on the PME that could result in impacts to formations with high and/or moderate resource sensitivity. **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 PME.**
 2. The PI may submit a detailed letter to MMC during construction requesting a modification to the monitoring program when a field condition such as trenching activities that do not encounter formational soils as previously assumed, and/or when unique/unusual fossils are encountered, which may reduce or increase the potential for resources to be present.
 3. The monitor shall document field activity via the Consultant Site Visit Record (CSV). The CSV'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 Paleontological Monitor shall direct the contractor to temporarily divert trenching activities in the area of discovery 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.
- C. Determination of Significance
1. The PI shall evaluate the significance of the resource.
 - 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. The determination of significance for fossil discoveries shall be at the discretion of the PI.
 - b. If the resource is significant, the PI shall submit a Paleontological Recovery Program (PRP) and obtain written approval of the program from MMC, MC and/or RE. PRP 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.
 - (1) Note: For pipeline trenching projects only, the PI shall implement the Discovery Process for Pipeline Trenching projects identified below under "D."
 - c. If resource is not significant (e.g., small pieces of broken common shell fragments or other scattered common fossils) the PI shall notify the RE, or BI as appropriate, that a non-significant discovery has been made. The Paleontologist shall continue to monitor the area without notification to MMC unless a significant resource is encountered.
 - d. The PI shall submit a letter to MMC indicating that fossil resources will be collected, curated, and documented in the Final Monitoring Report. The letter shall also indicate that no further work is required.
 - (1) Note: For Pipeline Trenching Projects Only. If the fossil discovery is limited in size, both in length and depth; the information value is limited and there are no unique fossil features associated with the discovery area, then the discovery should be considered not significant.
 - (2) Note, for Pipeline Trenching Projects Only: If significance cannot be determined, the Final Monitoring Report and Site Record shall identify the discovery as Potentially Significant.
- D. Discovery Process for Significant Resources - Pipeline Trenching Projects
- The following procedure constitutes adequate mitigation of a significant discovery encountered during pipeline trenching activities including but not limited to excavation for jacking pits, receiving pits, laterals, and manholes to reduce impacts to below a level of significance.
1. Procedures for documentation, curation and reporting
 - a. One hundred percent of the fossil resources within the trench alignment and width shall be documented in-situ photographically, drawn in plan view (trench and profiles of side walls), recovered from the trench and photographed after cleaning, then analyzed and curated consistent with Society of Invertebrate Paleontology Standards. The remainder of the deposit within the limits of excavation (trench walls) shall be left intact and so documented.
 - 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 forms for the San

Diego Natural History Museum) the resource(s) encountered during the Paleontological Monitoring Program in accordance with the City's Paleontological Guidelines. The forms shall be submitted to the San Diego Natural History Museum 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. 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 the RE via fax by 8AM on the next business day.

b. Discoveries

All discoveries shall be processed and documented using the existing procedures detailed in Sections III - During Construction.

c. Potentially Significant Discoveries

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

- d. The PI shall immediately contact the RE and MMC, or by 8AM on 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.

V. Post Construction

A. Preparation and 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 Paleontological Guidelines which describes the results, analysis, and conclusions of all phases of the Paleontological Monitoring Program (with appropriate graphics) to MMC via the RE for review and approval within 90 days following the completion of monitoring,

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

b. Recording Sites with the San Diego Natural History Museum

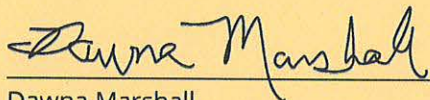
The PI shall be responsible for recording (on the appropriate forms) any significant or potentially significant fossil resources encountered during the Paleontological Monitoring Program in accordance with the City's Paleontological Guidelines, and submittal of such forms to the San Diego Natural History Museum 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 Fossil Remains
1. The PI shall be responsible for ensuring that all fossil remains collected are cleaned and catalogued.
- C. Curation of artifacts: Deed of Gift and Acceptance Verification
1. The PI shall be responsible for ensuring that all fossil remains associated with the monitoring for this project are permanently curated with an appropriate institution.
 2. The PI shall submit the Deed of Gift and catalogue record(s) to the RE or BI, as appropriate for donor signature with a copy submitted to MMC.
 3. The RE or BI, as appropriate shall obtain signature on the Deed of Gift and shall return to PI with copy submitted to MMC.
 4. 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 two copies of the Final Monitoring Report 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.

VIII. CERTIFICATION

Copies of the Addendum, the adopted MND, the Mitigation Monitoring and Reporting Program, and associated project-specific technical appendices if any, have been placed on the City's CEQA webpage at <https://www.sandiego.gov/ceqa/final>.



Dawna Marshall
Senior Planner
Development Services Department

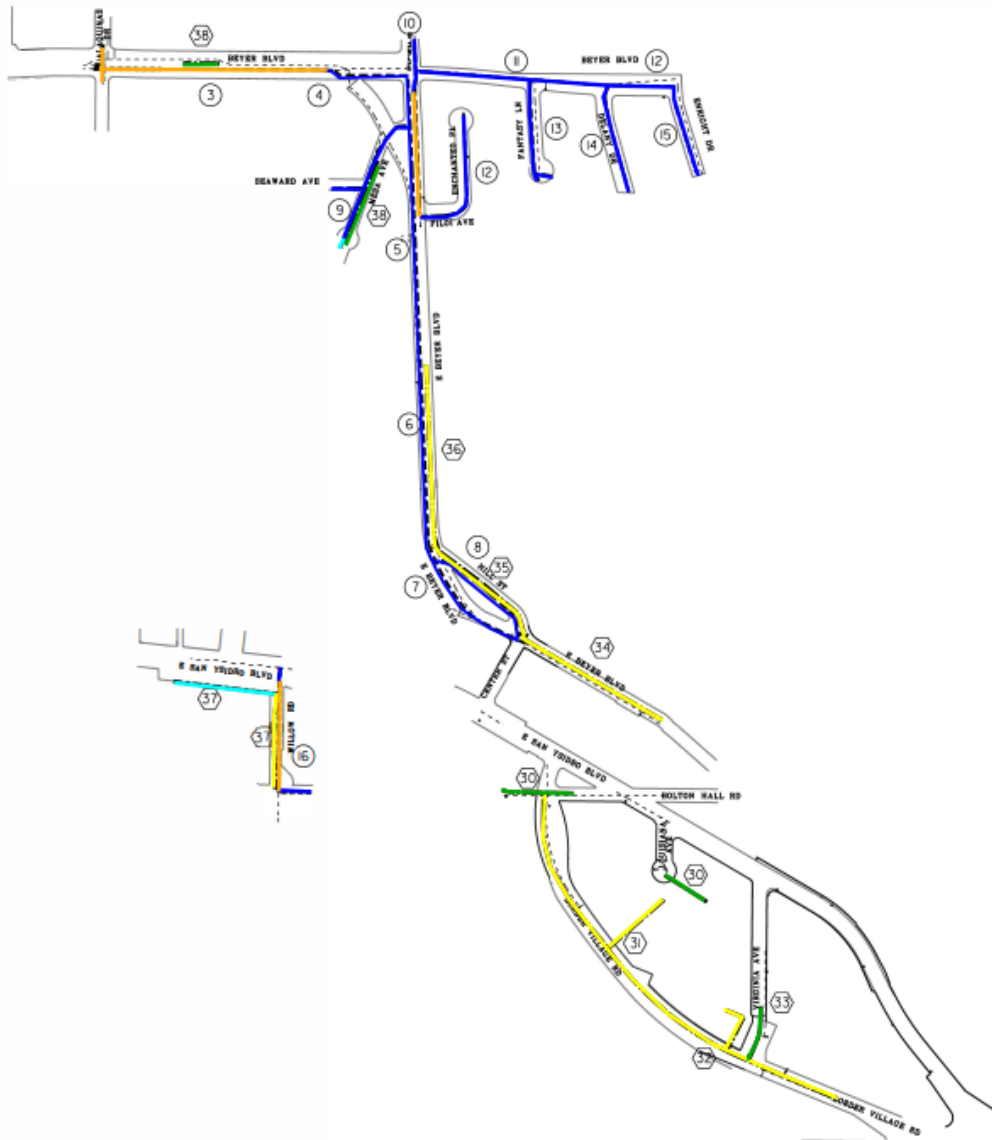
January 12, 2022

Date of Final Report

Analyst: M. Dresser

Attachments:

Figure 1: Location Map



WATER & SEWER LEGEND

- PROP. WATER MAIN - - - - -
- PROP. SEWER MAIN - - - - -
- REHAB SEWER MAIN - - - - -
- PROP. WATER MAIN SHT. NO. ③
- PROP. SEWER MAIN SHT. NO. ②



- Replace in place water pipe
- New water pipe
- New sewer pipe
- Replace in place sewer pipe
- Sewer Rehab



Location Map

Sewer and Water Group 1040/Project No. 704120
 City of San Diego – Development Services Department

FIGURE
No. 1

APPENDIX B
FIRE HYDRANT METER PROGRAM

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

1. **PURPOSE**

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

2. **AUTHORITY**

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

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

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

2.4 California Code of Regulations, Titles 17 and 22

2.5 California State Penal Code, Section 498B.0

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

2.7 Water Department Director

Reference

2.8 State of California Guidance Manual for Cross Connection Programs

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

2.10 American Water Works Association Standards for Water Meters

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

3. **DEFINITIONS**

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

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

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

4. **POLICY**

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

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

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

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

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

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

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

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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.) Zip:	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:		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)"

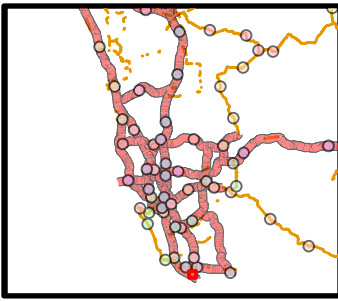
Year	January	February	March	April	May	June	July	August	September	October	November	December
2018				15,000	25,000	52,000	52,000	100,000	10,000	100,000	100,000	100,000
2019	10,000	10,000	85,000	58,000	100,000	100,000	100,000	100,000	100,000	100,000	1,000,000	1,000,000
2020	100,000	100,000	100,000	1,000,000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

SAMPLE REFERENCE

APPENDIX E
LOCATION MAP

AC WATER AND SEWER GROUP 1040

SENIOR ENGINEER JANICE JARO 619-533-3851	PROJECT MANAGER MEHRNAZ ZARE AFIFI 619-533-4656	PROJECT ENGINEER AILA ALHAJA 619-533-4209	FOR QUESTIONS ABOUT THIS PROJECT Call: (619) 533-4207 Email: engineering@sandiego.gov
--	---	---	---



Legend

COUNCIL DISTRICT: 8

- Proposed Water Main
- Proposed Sewer Main
- Water Abandonment
- Rehab Sewer Main
- Sewer Abandonment



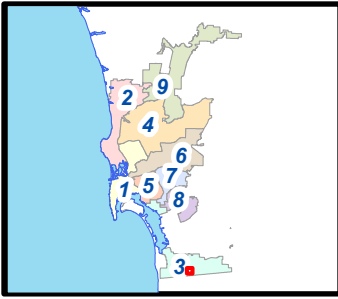
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APPENDIX F
ADJACENT PROJECT MAP

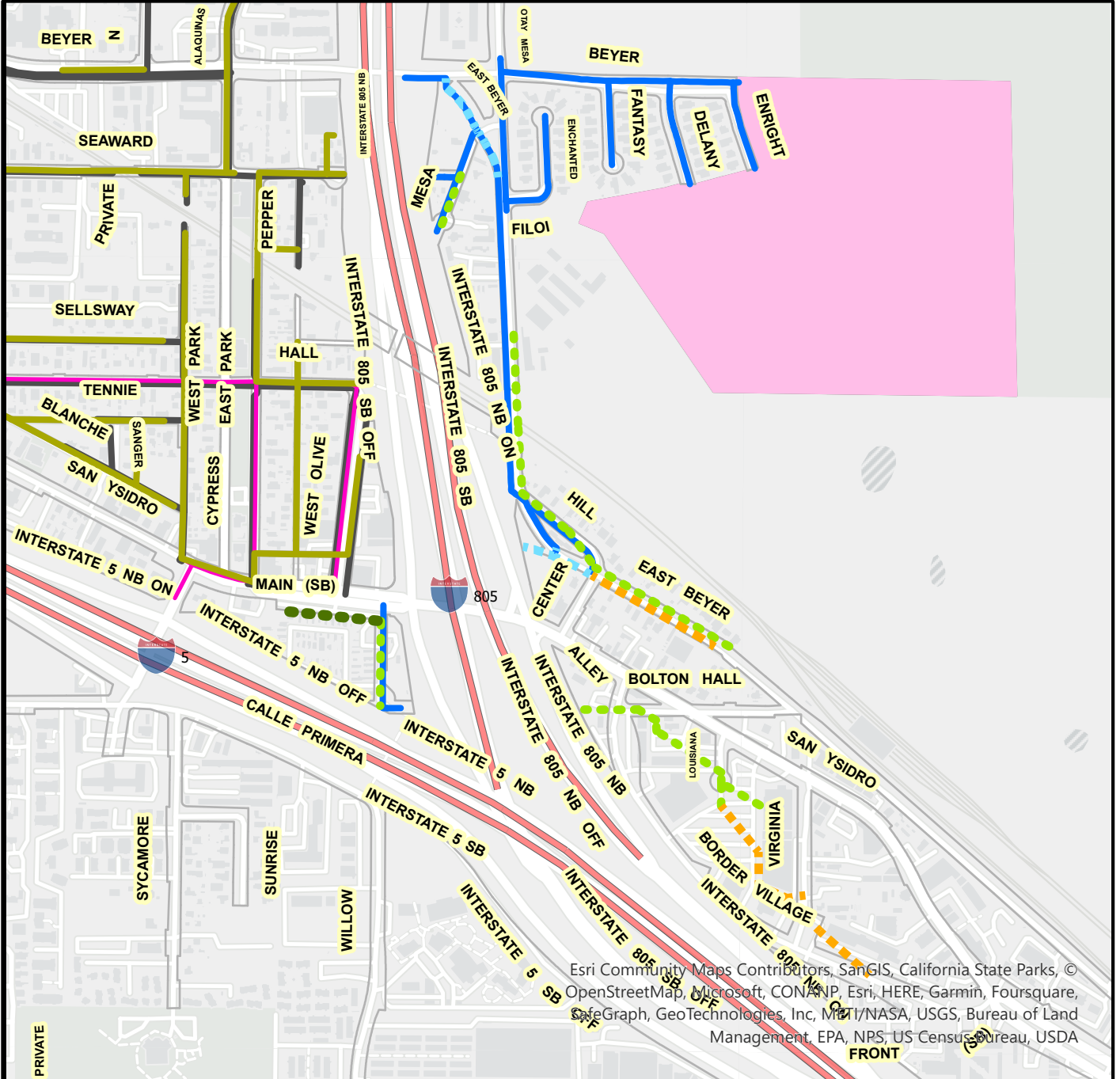
AC WATER AND SEWER GROUP 1040

SENIOR ENGINEER PROJECT MANAGER PROJECT ENGINEER
 JANICE JARO MEHRNAZ ZARE A. AILA ALHAJA
 619-533-3851 619-533-4556 619-533-4209

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



COORDINATION MAP



Esri Community Maps Contributors, SanGIS, California State Parks, © OpenStreetMap, Microsoft, CONANP, Esri, HERE, Garmin, Foursquare, SafeGraph, GeoTechnologies, Inc, MNTI/NASA, USGS, Bureau of Land Management, EPA, NPS, US Census Bureau, USDA

Legend

- Sewer and AC Water Group 1032 (SS) B22144
- Sewer and AC Water Group 1032 (W) B17105
- Sewer and AC Water Group 1032 (S) B17104
- Beyer Park Development (S00752) and Beyer Park Development Phase II (S23008)

COUNCIL DISTRICT: 8

- - - Rehab Sewer
- - - Proposed Sewer Replacement
- - - Sewer Abandonment
- - - Water Abandonment
- Water Replacement



COMMUNITY NAME: San Ysidro

WBS NO: B18066 (S)/B18068 (W)

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APPENDIX G

CONTRACTOR'S DAILY QUALITY CONTROL INSPECTION REPORT

Appendix G

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

Project Title: _____ Date: _____

Locations: 1. _____
2. _____
3. _____

Asphalt Mix Specification: Attached Supplier: _____

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

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

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

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

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

Location and nature of defects:

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

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

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

Date's City Laboratory representative was present:

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

Verified the following:

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

Initials:

- _____
- _____
- _____
- _____
- _____

Deviations from QCP _____ (see attached)

Quality Control Plan Administrator's Signature:

Date Signed:

APPENDIX H
HAZARDOUS WASTE LABEL/FORMS

HAZARDOUS WASTE

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

GENERATOR NAME _____ 24 HR. PHONE () _____

ADDRESS _____

CITY _____ STATE _____ ZIP _____

EPA ID NO. _____ MANIFEST DOCUMENT NO. _____

EPA WASTE NO. _____ CA WASTE NO. _____ ACCUMULATION START DATE _____ / _____ / _____

CONTENTS, COMPOSITION _____

PROPER DOT SHIPPING NAME _____

TECHNICAL NAME (S) _____

UN/NA NO. WITH PREFIX _____

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

HANDLE WITH CARE!
CONTAINS HAZARDOUS OR TOXIC WASTES

INCIDENT/RELEASE ASSESSMENT FORM ¹

If you have an emergency, Call 911

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

Questions for Incident Assessment:

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

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

Call 911 in an emergency

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

If in doubt, report the release.

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

NON REPORTABLE RELEASE INCIDENT FORM

1. RELEASE AND RESPONSE DESCRIPTION

Incident # _____

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

2. ADMINISTRATIVE INFORMATION

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

3. CHEMICAL INFORMATION

Chemical	Quantity <input type="checkbox"/> GAL <input type="checkbox"/> LBS <input type="checkbox"/> FT ³
Chemical	Quantity <input type="checkbox"/> GAL <input type="checkbox"/> LBS <input type="checkbox"/> FT ³
Chemical	Quantity <input type="checkbox"/> GAL <input type="checkbox"/> LBS <input type="checkbox"/> FT ³
Clean-Up Procedures & Timeline:	
Completed By:	Phone:
Print Name:	Title:

EMERGENCY RELEASE FOLLOW - UP NOTICE REPORTING FORM

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

EMERGENCY RELEASE FOLLOW-UP NOTICE REPORTING FORM INSTRUCTIONS

GENERAL INFORMATION:

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

BASIC INSTRUCTIONS:

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

SPECIFIC INSTRUCTIONS:

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

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

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

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

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

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

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

Block H: List any additional pertinent information.

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

MAIL THE COMPLETED REPORT TO:

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

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

APPENDIX I

**REHABILITATION DATA COLLECTION - SAMPLE SEWER MAINS, LATERALS, AND
MANHOLES DATA TEMPLATES**

REHAB DATA COLLECTION – MANHOLES

MH FSN	REHAB DATE	LINING TYPE	LINING MATERIAL VENDOR	LINING SYSTEM	REHAB CONTRACTOR	RIM ELEVATION	INVERT ELEVATION	ACTUAL DEPTH (VF)	COMMENTS	ACCEPTANCE DATE
70536	3/28/2007	POLYURETHANE	ZEBRON	ZEBRON 386	ZEBRON CORPORATION	49.8	41.95	7	Leave this row as a sample.	3/28/2007

APPENDIX J
SAMPLE ARCHAEOLOGY INVOICE

(FOR ARCHAEOLOGY ONLY)

Company Name

Address, telephone, fax

Date: Insert Date

To: Name of Resident Engineer
City of San Diego
Construction Management and
Field Services Division
9573 Chesapeake Drive
San Diego, CA 92123-1304

Project Name: Insert Project Name

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

Drawing Number: Insert Drawing Number

Invoice period: Insert Date to Insert Date

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

Detailed summary of work completed under this bid item: Insert detailed description of Work related to Archaeology Monitoring Bid item. See Note 1 below.

Summary of charges:

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

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

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

Summary of charges:

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

Total this invoice: \$ _____

Total invoiced to date: \$ _____

Note 1:

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

Note 2:

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

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

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

APPENDIX K
SAMPLE OF PUBLIC NOTICE



CONSTRUCTION NOTICE

PROJECT TITLE

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

The work will consist of:

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

How your neighborhood may be impacted:

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

Hours and Days of Operation:

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

City of San Diego Contractor:

Company Name, XXX-XXX-XXXX



CONSTRUCTION NOTICE

PROJECT TITLE

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

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

Hours and Days of Operation:

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

City of San Diego Contractor:

Company Name, XXX-XXX-XXXX

APPENDIX L
ADVANCED METERING INFRASTRUCTURE (AMI) DEVICE PROTECTION

Protecting AMI Devices in Meter Boxes and on Street Lights

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

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

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

- A. Endpoints, see Photo 1:

Photo 1



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



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

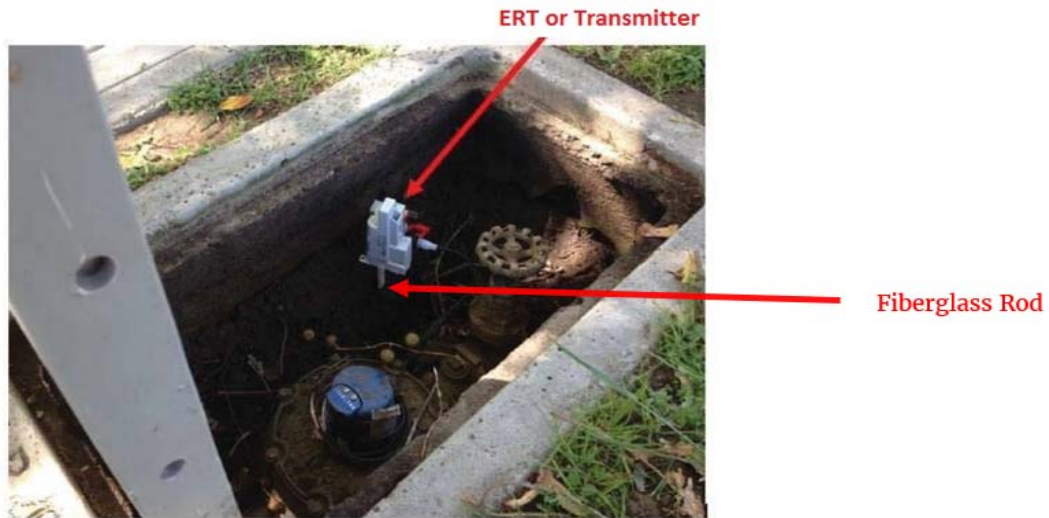


Photo 6 below is an example of disturbance that shall be avoided:

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 Elvira Santiesteban, Compliance & Metering Manager 619-380-3804 and Kevin Wilson, Senior Water Utility Supervisor 619-857-8257 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 Elvira Santiesteban, Compliance & Metering Manager 619-380-3804 and Kevin Wilson, Senior Water Utility Supervisor 619-857-8257.

ATTACHMENT F

**IN-USE OFF-ROAD DIESEL FUELED FLEET REGULATION (OFF-ROAD REGULATION)
COMPLIANCE (CARB)**

ATTACHMENT F

IN-USE OFF-ROAD DIESEL FUELED FLEET REGULATION (OFF-ROAD REGULATION) COMPLIANCE

The California Air Resources Board (CARB) approved amendments to the Off-Road Regulations which can be found at 13 California Code of Regulations (CCR) sections 2449, 2449.1, and 2449.2. These amendments apply to any person, business, or government agency who owns or operates within California any vehicles with a diesel-fueled or alternative diesel fueled off-road compression-ignition engine with maximum power (max hp) of 25 horsepower (hp) or greater provided that the vehicle cannot be registered and driven safely on-road or was not designed to be driven on-road, even if it has been modified so that it can be driven safely on-road. See 13 CCR section 2449 (b) for the full list of vehicles covered by these Off-Road Regulations.

Beginning **January 1, 2024**, Contractor shall be subject to the requirements below. No Contractor or public works awarding body, as applicable, shall enter into a contract with a fleet for which it does not have a valid Certificate of Reported Compliance for the fleet and its listed subcontractors, if applicable, prior to entering into a new or renewed contract with that fleet. Contractor shall comply with the following requirements:

- (1) For a project involving the use of vehicles subject to the Off-Road Regulation, Contractor must obtain copies of the valid Certificates of Reported Compliance, as described in 13 CCR section 2449(n), for the fleet selected for this Contract and their listed subcontractors, if applicable, prior to entering into a new or renewed contract with that fleet and provide copies of such Certificates of Reported Compliance to the City within 10 days of issuance of the Notice of Intent to Award letter. Contractor shall enter into a contract with a fleet for which it does not have a valid Certificates of Reported Compliance for the fleet and its listed subcontractors. City shall not enter into a contract with Contractor until all current Certificates of Reported Compliance for the fleet to be used on this Project are provided by Contractor.
- (2) The Certificates of Reported Compliance received by Contractor for this Project must be retained by Contractor for three years after the Project's completion. Upon request by CARB, these records must be provided to CARB within five business days of the request. Additionally, upon request by City, these records must be produced to City within five business days of the request.
- (3) For emergency contracts that meet the definition of "emergency operations" as defined in 13 CCR section 2449(c)(18), they are exempt from the requirements in 13 CCR section 2449(i)(1)-(3) and sections (1) and (2) above, but must still retain records verifying vehicles subject to the regulation that are operating on the "emergency operations" project are actually being operated on the project for "emergency operations" only. These records, as described in more detail below in section (B) must be retained by Contractor for three years after completion of the Project and upon request from either CARB or the City, Contractor shall provide those records to the requesting party within five business days. All other emergency contracts that do not meet the definition of "emergency operations" must comply with the requirements above and 13 CCR section 2449(i)(1) – (3).

- A. "Emergency Operations" is defined as:
1. Any activity for a project conducted during emergency, life threatening situations, where a sudden, unexpected occurrence that poses a clear and imminent danger, requiring immediate action to prevent or mitigate the loss or impairment of life, health, property, or an essential public service; or in conjunction with any officially declared disaster or state of emergency, as declared by an authorized health officer, agricultural commissioner, fire protection officer, or other authorized health officer;
 2. Any activity for a project conducted by essential service utilities to provide electricity, natural gas, telephone, water, or sewer during periods of service outages and emergency; or
 3. Operations including repairing or preventing damage to roads, buildings, terrain, and infrastructure as a result of an earthquake, flood, storm, fire, other infrequent act of nature, or terrorism. Routine maintenance or construction to prevent public health risks does not constitute emergency operations under the Off-Road Regulations.
- B. The records retained by Contractor for "emergency operations" projects must include:
1. A description of the emergency;
 2. The address or a description of the specific location of the emergency;
 3. The dates on which the emergency operations were performed; and
 4. An attestation by the fleet that the vehicles are operated on the Project for "emergency operations" only.

Beginning **January 1, 2024**, Contractor is also subject to the requirements described in 13 CCR section 2449(j).

- (1) Between March 1 and June 1 of each year, Contractor must collect new valid Certificates of Reported Compliance for the current compliance year, as defined in 13 CCR section 2449(n), from all fleets that have an ongoing contract with Contractor as of March 1 of that year. Contractors shall not write contracts to evade this requirement.
- (2) Contractor shall only allow fleets with valid Certificates of Reported Compliance on the Contractor's job sites.
- (3) If Contractor discovers that any fleet intending to operate vehicles subject to this regulation for Contractor does not have a valid Certificate of Reported Compliance, as defined in 13 CCR section 2449(n), or if Contractor observes any noncompliant vehicles subject to the regulation on Contractor's job site, then Contractor must report the that to CARB at <https://calepacomplaints.secure.force.com/complaints/Complaint>, or email dieselcomplaints@arb.ca.gov, for each fleet without a valid Certificate of Reported Compliance or each noncompliant vehicle,

as applicable, within five business days of such discovery. See 13 CCR 2449(n) for the information required to be disclosed to CARB when reporting non-compliance.

(4) Upon request by CARB, Contractor must immediately disclose to CARB the name and contact information of each responsible party for all vehicles subject to this regulation operating at the job site or for Contractor.

(5) Contractor shall prominently display signage for any project where vehicles subject to this Off-Road Regulation will operate for 8 calendar days or more. The signage must be posted by the eighth calendar day from which the first vehicle operates. The signage will be in lettering larger than size 14-point type and displayed in a conspicuous place where notices to employees are customarily posted at the job site or where there is employee foot traffic. If one of the above locations is also viewable by the public, it should be posted at that location. An exemption to this posting requirement is permitted if the operational time of a project is 7 calendar days or less. The signage must include the following language, verbatim:

(A) Who does the In-Use Off-Road Regulation Apply to?

The In-Use Off-Road Diesel-Fueled Fleets Regulation (Off-Road Regulation) applies to all self-propelled off-road diesel vehicles 25 horsepower or greater and most two-engine vehicles (except on-road two-engine sweepers) owned or operated in California. This includes vehicles that are rented or leased (rental or leased fleets)."

(B) "In-Use Off-Road Regulation Requirements

Idling Limit: Vehicles cannot idle longer than five minutes. There are exceptions for vehicles that need to idle to perform work.

Labeling: Vehicles must be labeled with a CARB assigned equipment identification number (EIN). The EIN shall be white on a red background, unless the vehicle is part of a captive attainment area fleet, in which case the EIN shall be white on a green background.

The EIN shall be located in clear view on both sides of the outside of the vehicle."

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 S.C. Valley Engineering, Inc., herein called "Contractor" for construction of **AC Water and Sewer Group 1040**; Bid No. **K-24-2270-DBB-3**; in the total amount **ELEVEN MILLION NINE HUNDRED SIXTY FOUR THOUSAND SIX HUNDRED FOURTY SIX DOLLARS AND ZERO CENTS (\$11,964,646.00)**, which is comprised of the Base Bid, consisting of an amount not to exceed \$2,502,348.80 for Phase 1, \$5,483,466.00 for Phase 2, and \$3,978,831.20 for Phase 3.

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

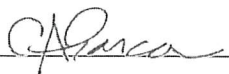
1. The following are incorporated into this contract as though fully set forth herein:
 - (a) The attached Faithful Performance and Payment Bonds.
 - (b) The attached Proposal included in the Bid documents by the Contractor.
 - (c) Reference Standards listed in the Instruction to Bidders and the Supplementary Special Provisions (SSP).
 - (d) Phased Funding Schedule Agreement.
 - (e) That certain documents entitled **AC Water and Sewer Group 1040**, on file in the office of the Purchasing & Contracting Department as Document No. **B-18066, B-18068**, 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 **AC Water and Sewer Group 1040**, Bid Number **K-24-2270-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).
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.

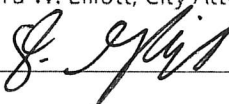
CONTRACT AGREEMENT (continued)

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

THE CITY OF SAN DIEGO

APPROVED AS TO FORM

By 

Mara W. Elliott, City Attorney
By 

Print Name: Claudia C. Abarca

Print Name: Dominic Guglielmo

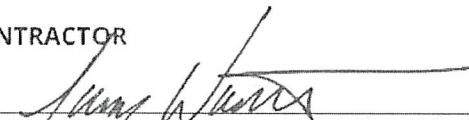
Director
Purchasing & Contracting Department

Deputy City Attorney

Date: May 30, 2024

Date: 6/4/24

CONTRACTOR

By 

Print Name: Sam Wathen

Title: President

Date: 05/13/2024

City of San Diego License No.: B2001005583

State Contractor's License No.: 624559-A

DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) REGISTRATION NUMBER: 1000020727

CERTIFICATIONS AND FORMS

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

BIDDER'S GENERAL INFORMATION

To the City of San Diego:

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

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

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

State of California

County of San Diego

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

CONTRACTOR CERTIFICATION

DRUG-FREE WORKPLACE

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

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

CONTRACTOR CERTIFICATION

AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE CERTIFICATION

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

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

CONTRACTOR CERTIFICATION

CONTRACTOR STANDARDS – PLEDGE OF COMPLIANCE

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

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

CONTRACTOR CERTIFICATION

EQUAL BENEFITS ORDINANCE CERTIFICATION

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

CONTRACTOR CERTIFICATION

EQUAL PAY ORDINANCE CERTIFICATION

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

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

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

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

CONTRACTOR CERTIFICATION

IN-USE OFF-ROAD DIESEL FUELED FLEET REGULATION (OFF-ROAD REGULATION) COMPLIANCE

I hereby certify that Contractor is familiar with the requirements 13 CCR 2449, 2449.1, and 2449.2, as well as Attachment F, In-Use Off-Road Diesel Fueled Fleet Regulation (Off-Road Regulation) Compliance (CARB), and that Contractor shall comply with these requirements.

I further certify that each of the Contractor's listed subcontractors is familiar with these requirements and shall also comply.

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:

AC Water and Sewer Group 1040

(Project Title)

as particularly described in said contract and identified as Bid No. **K-24-2270-DBB-3**; SAP No. **WBS B-18066** and **B-18068**; 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 S.C. Valley Engineering, Inc. as Principal,
and Western Surety 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

AC Water and Sewer Group 1040 Invitation # K-24-2270-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 27 day of March, 2024

S.C. Valley Engineering, Inc. (SEAL)
(Principal)
By: [Signature]
(Signature)

Western Surety Company (SEAL)
(Surety)
By: [Signature]
(Signature)
Robert P. Dole, Attorney-In-Fact

(SEAL AND NOTARIAL ACKNOWLEDGEMENT OF SURETY)

CALIFORNIA ALL-PURPOSE 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 27, 2024 before me, Patti Ewert, Notary Public,
Date Insert Name of Notary exactly as it appears on the official seal

personally appeared Robert P. Dole
Name(s) of Signer(s)



Place Notary Seal Above

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 Patti Ewert
Signature of Notary Public, Patti Ewert

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of the form to another 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: Robert P. Dole

- Individual
- Corporate Officer — Title(s): _____
- Partner Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer is Representing:
Western Surety Company

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer is Representing:

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Daniel P Dole, John T Dole, Robert P Dole, Adam Dole, Michael Dole, Patti Ewert, Individually

of Bonita, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 16th day of January, 2024.



WESTERN SURETY COMPANY

Larry Kasten, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 16th day of January, 2024, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
March 2, 2026



M. Bent, Notary Public

CERTIFICATE

I, Paula Kolsrud, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law and Resolutions of the corporation printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 27 day of March, 2024.



WESTERN SURETY COMPANY

Paula Kolsrud, Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above Bylaw to execute power of attorneys on behalf of Western Surety Company.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

Go to www.cnasurety.com > Owner / Oblige Services > Validate Bond Coverage, if you want to verify bond authenticity.

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: S.C. Valley Engineering, Inc.

Certified By Sam Wathen Title President

Name



Signature

Date 03/28/2024

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 C	Name: Frank and Son Paving, Inc Address: 1019 3rd Avenue City: Chula Vista State: CA Zip: 91911 Phone: 619-422-8322 Email: franknsonpaving@yahoo.com	612545	1000009502	Constructor	Asphalt Paving Work and Cold Mill	\$631,422.00
	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	
S.C. Valley Engineering, Inc.			
Street Address	City	State	Zip
656 Front Street	El Cajon	CA	92020
Contact Person, Title		Phone	Fax
Sam Wathen, President		619-444-2366	619-444-2333

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
Sam Wathen	President
City and State of Residence	Employer (if different than Bidder/Proposer)
El Cajon, CA	
Interest in the transaction	
51% Ownership of S.C. Valley	

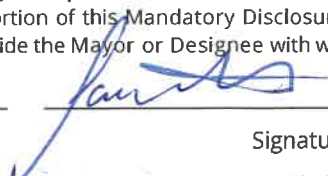
Name	Title/Position
Colleen Wathen	CFO
City and State of Residence	Employer (if different than Bidder/Proposer)
El Cajon, CA	
Interest in the transaction	
49% Ownership of S.C. Valley	

* 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.

Sam Wathen, President

Print Name, Title



Signature

03/28/2024

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
<p>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</i> and <i>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 <i>representative</i> of another <i>person</i> contracting with the City.</p>

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
Sam Wathen	President
Colleen Wathen	CFO

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: S.C. Valley Engineering, Inc.

Certified By Sam Wathen Title President


 Name
 Signature

Date 03/28/2024

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
Lacey Consulting - Ronald E. Lacey	CEO/Owner
Loveless Linton - Brandon Linton	President
Loveless Linton - Rebekah Loveless	Vice President
Piperin Corporation - Craig Barry	President

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE
R&C Structures - Kelly Santar	President
R&C Structures - Pete Santar	Vice President
Soclaris Contracting - Sonny Rosenal	President
Southwest Signal Service - Ryan Clark	President

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE
iVet Environmental - Joseph Fucella	President
DMI - Glen Bullock	President
Frank and Son Paving, Inc - Frank C. Vasquez	President
Payco Specialties, Inc. - Rebecca Llewellyn	President

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE

Contractor Name: S.C. Valley Engineering, Inc.

Certified By Sam Wathen Title President


 Name
 Signature

Date 03/28/2024

USE ADDITIONAL FORMS AS NECESSARY*

City of San Diego

CITY CONTACT: Abel Martinez , Contract Specialist, Email: MartinezAbel@sandiego.gov
Phone No. (619) 533-5270

ADDENDUM A



FOR

AC WATER AND SEWER GROUP 1040

BID NO.: K-24-2270-DBB-3
SAP NO. (WBS): B-18068, B-18066
CLIENT DEPARTMENT: 2000
COUNCIL DISTRICT: 8
PROJECT TYPE: KB, JA

BID DUE DATE:

**2:00 PM
MARCH 28, 2024**

CITY OF SAN DIEGO'S ELECTRONIC BIDDING SITE, PLANETBIDS

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

ENGINEER OF WORK

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



For City Engineer

03/12/2024

Date

Seal:



A. CHANGES TO CONTRACT DOCUMENTS

The following changes to the Contract Documents are hereby made effective as though originally issued with the bid package. Bidders are reminded that all previous requirements to this solicitation remain in full force and effect.

B. NOTICE INVITING BIDS

1. To item **3, ESTIMATED CONSTRUCTION COST**, page 6, **DELETE** in its entirety and **SUBSTITUTE** with the following:

3. ESTIMATED CONSTRUCTION COST: The City's estimated construction cost for this project is **\$9,770,000**.

C. SUPPLEMENTARY SPECIAL PROVISIONS

1. To **SECTION 2 – SCOPE OF THE WORK**, page 54, **ADD** the following:

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

1. Contractor shall coordinate the work impacting and near San Ysidro Middle School (4345 Otay Mesa Rd., San Ysidro, CA 92173) with Principal at (619) 428-5551 ext 3299, and Assistant Principal Mairén Ruiz at (619) 428-5551 ext. 3297.
2. Contractor shall coordinate the work impacting and near San Ysidro Elementary School (4350 Otay Mesa Road, San Ysidro, CA 92173-1617) with Superintendent, Dr. Gina Potter at (619) 428-4476 Ext. 3021, or gina.potter@sysdschools.org and Chief Business Official, Marilyn Adrianzen at (619) 428-4476 Ext. 3004, or marilyn.adrianzen@sysdschools.org
3. Contractor shall coordinate the work impacting and near San Ysidro Adult School (4220 Otay Mesa Road, San Ysidro, CA 92173) with the Director of Adult Education, Dr. Jay Marquand, Jay.Marquand@sweetwaterschools.org and Assistant Principal Fernando Chaidez, Fernando.Chaidez@sweetwaterschools.org

2. To **SECTION 6 – PROSECUTION AND PROGRESS OF THE WORK**, page 64, **ADD** the following:

6-1.3.1 Payment. To the "WHITEBOOK", ADD the following:

2. The payment for any work outside normal working hours, including weekend work and night work, shall be included in the contract price.

D. ADDITIONAL CHANGES

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

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

Section	Item Code	Description	UoM	Quantity	Payment Reference
Main Bid	237110	Fire Service Connection and Assembly (6 Inch)	EA	3 <u>2</u>	306-15.6
Main Bid	237110	Fire Service Connection and Assembly (2 Inch)	EA	4	306-15.6
Main Bid	237110	Blow-Off Valve Assembly (2 Inch, Class 235)	EA	2 <u>3</u>	306-15.8

E. PLANS

- To Drawing Numbers **41003-01-D (G01), 41003-04-D (C02), 41003-05-D (C03), 41003-06-D (C04), 41003-09-D (C07), 41003-15-D (C13), 41003-23-D (C21), 41003-28-D (C26)**, **DELETE** in their entirety and **REPLACE** with pages 5 through 12 of this Addendum.

Rania Amen, Director
Engineering & Capital Projects Department

Dated: *March 14, 2024*
San Diego, California

RA/LA/br

AC WATER AND SEWER GROUP 1040

CONTRACTOR'S RESPONSIBILITIES

- PURSUANT TO SECTION 4216 OF THE GOVERNMENT CODE, AT LEAST 2 WORKING DAYS PRIOR TO EXCAVATION, YOU MUST CONTACT THE REGIONAL NOTIFICATION CENTER (E.G. UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA) AND OBTAIN AN INQUIRY IDENTIFICATION NUMBER.
- NOTIFY SDG&E AT LEAST 10 WORKING DAYS PRIOR TO EXCAVATING WITHIN 10' OF SDG&E UNDERGROUND HIGH VOLTAGE TRANSMISSION POWER LINES, (I.E., 69 KV & HIGHER)
- LOCATE AND RECONNECT ALL SEWER LATERALS. LOCATIONS AS SHOWN ON THE PLANS ARE APPROXIMATE ONLY. LATERAL RECORDS ARE AVAILABLE TO THE CONTRACTOR AT THE WATER DEPARTMENT, 2797 CAMINITO CHOLLAS, LOCATE THE IMPROVEMENTS THAT WILL BE AFFECTED BY LATERAL REPLACEMENTS.
- EXCAVATE AROUND WATER METER BOX (CITY PROPERTY SIDE) TO DETERMINE IN ADVANCE, THE SIZE OF EACH SERVICE BEFORE TAPPING MAIN.
- CITY FORCES, WHEN SPECIFIED OR SHOWN ON THE PLANS, WILL MAKE PERMANENT CUTS & PLUGS AND CONNECTIONS.
- KEEP EXISTING MAINS IN SERVICE IN LIEU OF HIGH-LINING, UNLESS OTHERWISE SPECIFIED SHOWN ON PLANS.
- THE LOCATIONS OF EXISTING BUILDINGS AS SHOWN ON THE PLAN ARE APPROXIMATE.
- STORM DRAIN INLETS SHALL REMAIN FUNCTIONAL AT ALL TIMES DURING CONSTRUCTION.
- UNLESS OTHERWISE NOTED AS PREVIOUSLY POTHOLED (PH), ELEVATIONS SHOWN ON THE PROFILE FOR EXISTING UTILITIES ARE BASED ON A SEARCH OF THE AVAILABLE RECORD INFORMATION ONLY AND ARE SOLELY FOR THE CONTRACTOR'S CONVENIENCE. THE CITY DOES NOT GUARANTEE THAT IT HAS REVIEWED ALL AVAILABLE DATA. THE CONTRACTOR SHALL POTHOLE ALL EXISTING UTILITIES EITHER SHOWN ON THE PLANS OR MARKED IN THE FIELD IN ACCORDANCE WITH THE SPECIFICATIONS SECTION 402-UTILITIES.
- EXISTING UTILITY CROSSING AS SHOWN ON THE PLANS ARE APPROXIMATE AND ARE NOT REPRESENTATIVE OF ACTUAL LENGTH AND LOCATION OF CONFLICT AREAS. SEE PLAN VIEW.
- ALL ADVANCE METERING INFRASTRUCTURE (AM) DEVICES ATTACHED TO THE WATER METER OR LOCATED IN OR NEAR WATER METER BOXES, COFFINS, OR VAULTS SHALL BE PROTECTED AT ALL TIMES IN ACCORDANCE WITH THE CONTRACT DOCUMENTS.
- ALL BURIED DUCTILE IRON PIPE AND FITTINGS SHALL BE COATED AND HOLIDAY FREE AS SPECIFIED IN THE WHITEBOOK. IF USING WAX TAPE, OVERLAP EXISTING METALLIC PIPING BY 12 INCHES ON EACH SIDE. IF ANY BURIED PIPE MATERIALS ARE TO BE CHANGED FROM NONMETALLIC TO METALLIC DURING THE CONSTRUCTION PHASE, THIS CHANGE MUST BE SUBMITTED FOR REVIEW AND APPROVAL BY THE CITY'S CORROSION ENGINEER.
- FOR COORDINATION OF THE SHUTDOWN OF MAINS, THE ASSIGNED CONSTRUCTION MANAGEMENT AND FIELD SERVICES SENIOR ENGINEER, AND NOT THE CONTRACTOR, SHOULD CONTACT THE FOLLOWING:
TRANSMISSION MAINS (16 INCHES AND LARGER)- WATER DISTRIBUTION OPERATIONS SUPERVISOR (619-533-4657)
DISTRIBUTION MAINS (LESS THAN 16 INCHES)- WATER SYSTEMS TECHNICIAN SUPERVISOR (619-527-3143)
WATER FACILITIES (POTABLE WATER RESERVOIRS, PUMP STATIONS, PRESSURE REDUCING STATIONS)- WATER PRODUCTION SUPERINTENDENT (619-527-7438) AND SENIOR WATER DISTRIBUTION OPERATIONS SUPERVISOR (619-527-7609)
- CONNECTION JOINTS SHALL NOT BE INSTALLED ON THE PROPOSED WATER ABOVE, BELOW WITHIN 10' BOTH SIDES OF SEWER OR STORMDRAIN

CONSTRUCTION STORM WATER PROTECTION NOTES

- TOTAL SITE DISTURBANCE AREA (ACRES) L7 ACRES
HYDROLOGIC UNIT AND WATERSHED TIJUANA / TIJUANA RIVER
HYDROLOGIC SUBAREA NAME & NO. SAN YSIDRO / 9111
- THE CONTRACTOR SHALL COMPLY WITH THE REQUIREMENTS OF THE
 WPCP
THE PROJECT IS SUBJECT TO MUNICIPAL STORM WATER PERMIT NO. R9-2013-0001 AS AMENDED BY R9-2015-0001 AND R9-2015-0100
 SWPPP
THE PROJECT IS SUBJECT TO MUNICIPAL STORM WATER PERMIT NO. R9-2013-0001 AS AMENDED BY R9-2015-0001 AND R9-2015-0100 AND CONSTRUCTION GENERAL PERMIT ORDER 2009-0009-DW0 AS AMENDED BY ORDER 2010-0014-DW0 AND 2012-0006-DW0
TRADITIONAL: RISK LEVEL 2 3
LUP: RISK TYPE 2 3
- CONSTRUCTION SITE PRIORITY
 ASBS HIGH MEDIUM LOW

PERMANENT STORM WATER BMP CATEGORY:

- PRIORITY DEVELOPMENT PROJECT
 STANDARD DEVELOPMENT PROJECT
 PDP EXEMPT
 NOT SUBJECT TO PERMANENT STORM WATER REQUIREMENTS

ABBREVIATIONS

ABAND	ABANDON	BC/EC	BEGIN OF HORIZ. CURVE	MTD	MULTIPLE TELEPHONE
ABAND'D	ABANDONED		END OF HORIZ. CURVE	MTS	SAN DIEGO METROPOLITAN TRANSIT SYSTEM
AC	ASBESTOS CEMENT PIPE	EL, ELEV	ELEVATION	N/O	NORTH OF
AHD	AHEAD	ELEC	ELECTRIC	OVHD	OVER HEAD
ASSY	ASSEMBLY	VCES	VERIFIED CLAY	PVC	POLYVINYL CHLORIDE
AV/AR	AIR VALVE/AIR RELEASE		EXTRA STRENGTH	PROP.	PROPOSED
BFV	BUTTERFLY VALVE	EX, EXIST	EXISTING	RED.	REDUCER
BK	BACK	E/O	EAST OF	RT	RIGHT
BTWN	BETWEEN	F	FLANGE	S	SURVEY LINE
CATV	CABLE TV	F/O	FIRE OPTIC	SO	STUB OUT
CI	CAST IRON PIPE	FH	FIRE HYDRANT	S/O	SOUTH OF
CL	CENTER LINE	FS	FIRE SERVICE	SD&AE	SAN DIEGO AND ARIZONA EASTER RAILWAY SEWER
CMP	CORRUGATED METAL PIPE	GV	GATE VALVE	SWR	SEWER
COND	CONDUIT	HDPE	HIGH-DENSITY POLYETHYLENE	TEL	TELEPHONE
CONT.	CONTINUED	HP	HIGH PRESSURE	UNK	UNKNOWN
CONTR	CONTRACTOR	IE	INVERT ELEVATION	VC	VITRIFIED CLAY PIPE
DB	DIRECT BURIED	LT	LEFT	WM	WATER METER
DWT	DETECTABLE WARNING TILES	MJ	MECHANICAL JOINT	WTR	WATER
EB	ENCASED BURIED	STL	STEEL	W/O	WEST OF

CONSTRUCTION CHANGE / ADDENDUM

CHANGE	DATE	AFFECTED OR ADDED SHEET NUMBERS	APPROVAL NO.
▲	03/12/24	SHEETS G-1, C-2, C-3, C-4, C-7, C-13, C-21, C-26	N/A

WARNING

IF THIS BAR DOES NOT MEASURE 1" THEN DRAWING IS NOT TO SCALE.

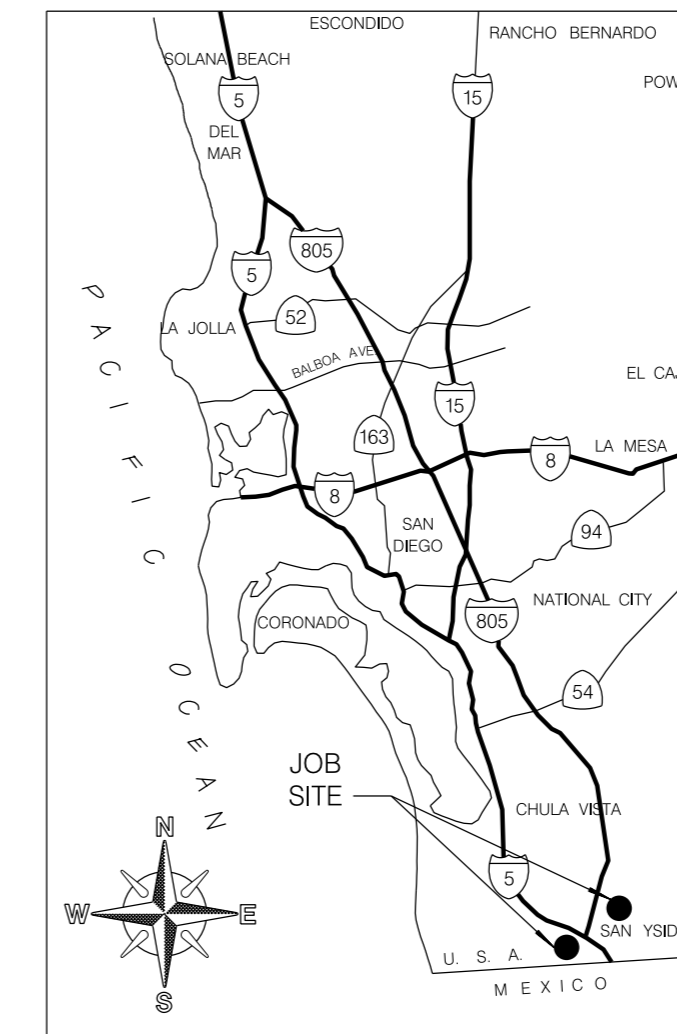


SHEET INDEX

SHEET NO.	DISC CODE	TITLE	LIMITS	PIPE		LENGTH (FT)
				SIZE (IN)	MATERIAL	
1	G-1	COVER SHEET				
2	G-2	KEY MAP				
WATER						
3	C-1	EAST BEYER BLVD	E/O BEYER BLVD TO N/O FILOIAVE	12	PVC	600.00
4	C-2	EAST BEYER BLVD	FILOI AVE TO S/O EAST BEYER BLVD	12	PVC	700.00
5	C-3	EAST BEYER BLVD	STA 14+00.00 TO STA 21+00.00	12	PVC	700.00
6	C-4	EAST BEYER BLVD	S/O HILL ST TO N/O CENTER ST	12	PVC	515.92
7	C-5	HILL STREET	E/O EAST BEYER BLVD TO N/O CENTER ST	12	PVC	456.09
8	C-6	MESA AVENUE/SEAWARD AVE	EAST BEYER BLVD TO MESA AVE MESA AVENUE TO SEAWARD AVE	8 8	PVC PVC	541.81 115.30
9	C-7	EAST BEYER BLVD	N/O BEYER BLVD TO S/O FILOIAVE	12	PVC	658.33
10	C-7	EAST BEYER BLVD	N/O BEYER BLVD TO S/O FILOIAVE	8	PVC	41.67
10	C-8	BEYER BLVD	E BEYER BLVD TO E/O DELANY DR	16	PVC	800.00
11	C-9	BEYER BOULEVARD FILOIAVE - ENCHANTED PL.	BEYER BLVD FILOI TO ENCHANTED PL	16 8	PVC PVC	185.36 486.64
12	C-10	FANTASY LANE	BEYER BLVD TO CUL DE SAC	8	PVC	356.50
13	C-11	DELANY DRIVE	BEYER BLVD TO DELANY DRIVE	8	PVC	411.11
14	C-12	ENRIGHT DRIVE	S/O BEYER BLVD TO ENRIGHT DRIVE	8	PVC	327.41
15	C-13	WILLOW ROAD	E SAN YSIDRO BLVD TO WILLOW RD	12	PVC	581.43
SEWER						
16	C-14	BOLTON HALL ROAD BOLTON HALL ROAD	STA 1+00.00 TO STA 3+70.05 STA 3+70.05 TO STA 8+00.00	15 10	PVC PVC	270.05 429.95
17	C-15	LOUISIANA AVE TO PARKING LOT VIRGINIA AVE	LOUISIANA AVE TO PARKING LOT BORDER VILLAGE ROAD TO VIRGINIA AVE	10 15	PVC PVC	154.02 211.63
18	C-16	BORDER VILLAGE RD	BOLTON HALL RD TO S/O BORDER VILLAGE RD	15	PVC	800.00
19	C-17	BORDER VILLAGE RD	BORDER VILLAGE RD TO VIRGINIA AVE	15 10	PVC PVC	535.47 339.37
20	C-18	EAST BEYER BLVD	STA 1+00.00 TO HILL STREET	8	VCES	700.00
21	C-19	HILL ST	S/O HILL ST TO N/O E BEYER BLVD	8	PVC	700.00
22	C-20	E BEYER BLVD	STA 15+00.00 TO STA 18+79.00	8	PVC	379.00
23	C-21	WILLOW ROAD E. SAN YSIDRO BLVD	STA. 1+00.00 TO STA. 4+57.56 STA. 1+00 TO STA. 4+96.18	8 8	PVC REHAB	357.56 396.18
24	C-22	MESA AVENUE LOUISIANA AVE TO PARKING LOT	STA. 1+00 TO STA. 1+32.88 STA 1+32.88 TO 4+62.93 STA 1+00.00 TO 2+89.00	8 8 8	REHAB PVC PVC	32.88 328.18 189.00
25	C-23	PAVEMENT RESTORATION PLAN				TOTAL SEWER 5,394.23
26	C-24	PAVEMENT RESTORATION NOTES				TOTAL REHAB SEWER 429.06
27	C-25	CURB RAMP LOCATION				TOTAL WATER 7,477.56
28	C-26	CURB RAMP TABLE				
29	C-27	CURB RAMP DETAILS				
30	C-28	CURB RAMP DETAILS				
31	C-29	CURB RAMP SCHEMATIC VIEWS				
32	C-30	CURB RAMP SCHEMATIC VIEWS				
33	C-31	WORK BY CITY FORCES/ THRUST BLOCK TABLE				
34	C-32	WORK BY CITY FORCES				
35	C-33	SEWER & WATER ABANDONMENT				
36	C-34	BATCH DISCHARGE PLAN				
37	C-35	MONUMENTATION SHEET				
38	C-36	REPLUMB LATERAL AND SERVICE TRANSFER SHEET				

WORK TO BE DONE

CONSTRUCTION OF APPROX. 7,478 LINEAR FEET (LF) (4.2 MILES) OF 8", 12", AND 16" POLYVINYL CHLORIDE (PVC) WATER MAINS TO REPLACE EXISTING 4", 6", 8", 12", AND 16" ASBESTOS CEMENT (AC) WATER MAINS, INCLUDING ALL ASSOCIATED WATER SERVICES, A WATER SERVICE TRANSFER, AND FIRE HYDRANTS. REHABILITATION OF APPROX. 430 LF OF EXISTING 8" VETRIFIED CLAY (VC) SEWER; AND CONSTRUCTION OF APPROX. 5,395 LF (4.02 MILES) OF 8", 10", 15" PVC SEWER MAINS TO REPLACE EXISTING 8", 12", 15" VC AND 5" POLY-LINED SEWER MAINS INCLUDING ASSOCIATED LATERALS, REPLUMB THREE SEWER LATERALS, MANHOLES, CLEANOUTS AND OTHER APPURTENANCES IN ACCORDANCE WITH THE SPECIFICATION AND DRAWINGS NUMBERED 41003-01-D TO 41003-38-D. PROJECT SCOPE ALSO INCLUDES CURB RAMPS, AND STREET RESTORATION.



FIELD DATA

TOPOGRAPHY SOURCE: B18068f
BENCHMARK: (113,760) SEBP SEAWARD/W PARK
FIELD NOTES: E. HERMEZA, B-18068/B-18066, 138-1740, 03/02/2018
BASIS OF BEARING / COORDINATES:
THE BASIS OF BEARINGS FOR THIS PROJECT WAS DERIVED FROM A PREVIOUS STATIC GPS SURVEY USING R. OF S. 14492 NAD 83 FEET ZONE 6 (EPOCH 1991.35), UTILIZING RTK/GPS FIELD PROCEDURES WITH A CALVRS BASE STATION BROADCAST OF 2017 AND CONSTRAINING TO GPS 191 (PT* 50), AND CHECKING GPS 190 (PT* 62), I.E. N 67° 44' 13" E.
STREETS REQUIRING 12" TRENCH CAP: NONE

EXISTING STRUCTURES

EX WATER MAIN & VALVES	---
EX WATER METER	---
EX FIRE HYDRANT	---
EX SEWER MAIN & MANHOLES	---
EX DRAINS	---
EX AC PAVEMENT (PROFILE)	---
EX CONCRETE PAVEMENT (PROFILE)	---
EX GROUND LINE (PROFILE)	---
EX TRAFFIC SIGNAL	---
EX STREET LIGHT	---
GAS MAIN	---
ELEC. COND., TEL. COND., CATV	---
RAILROAD, TROLLEY TRACKS	---

IMPROVEMENTS

IMPROVEMENTS	REFERENCE
PAVEMENT RESTORATION (MAJOR EXCAVATION)	SDG-105, SDG-107, SDG-108
SEWER MAIN	SDS-101, SDS-110 (TYPE C), SDG-105
SEWER MANHOLE/PVC LINED	SDS-106, SDS-107, SDS-108, SDM-113, SDS-120, M-03A, SM-07, SDG-105
REHAB. EX. SEWER MANHOLE	SEE PLANS & SPECS
SEWER MAIN REHAB.	SEE PLANS & SPECS
4" SEWER LATERAL WITH C.O. UNLESS OTHERWISE SPECIFIED	SDS-102, SDS-103, SDS-104, SDS-105, SDS-110 (TYPE C), SDS-118, SDG-105
REPLUMB SEWER LATERAL WITH C.O.	SDS-102, SDS-103, SDS-104, SDS-105, SDS-110 (TYPE C), SDS-118, SDG-105
SEWER LATERAL CONNECTION	SEE PLANS & SPECS, SDG-105
REHAB SEWER LATERAL (LINED) WITH C.O.	SEE PLANS & SPECS
SERVICE LATERAL CONNECTION TO REHABILITATED SEWER	SEE PLANS & SPECS
CONCRETE PROTECTION FOR EXIST SEWER PIPE	SDS-116
CONCRETE ENCASUREMENT	SDS-112
ABANDON EX MANHOLE	SM-08
SLURRY FILL ABANDONED SEWER MAIN CUTTING AND PLUGGING ABANDONED WATER MAIN SURVEY MONUMENT	SEE PLANS & SPECS WP-03, SDG-105 M-10A, M-10B, M-10C
WATER MAIN & APPURTENANCES	SDM-105, SDW-110, SDW-151, SDW-161, SDG-105
VALVES WITH CAPS AND WELLS	SDW-109, SDW-152, SDW-153, WV-05, SDG-105
FIRE SERVICE CONNECTION & ASSEMBLY	SDM-105, SDW-109, SDW-118, SDW-152, SDW-153, SDG-105
6" FIRE HYDRANT ASSEMBLY & MARKER 2-PORT UNLESS SPECIFIED AS 3-PORT	SDM-105, SDW-104, SDW-109, SDW-152, SDW-153, SDG-105
1" WATER SERVICE UNLESS OTHERWISE SPECIFIED	SDM-105, SDW-107, SDW-134, SDW-135, SDW-136, SDW-137, SDW-138, SDW-149, SDW-150, WS-03, SDG-105
WATER SERVICE TRANSFER	SDW-149, SDW-150, SDG-105
BLOW-OFF ASSEMBLY	SDM-105, SDW-106, SDW-143, SDW-144, SDW-145, SDW-146, WB-05, SDG-105
AIR & VACUUM VALVE	SDM-105, SDW-117, SDW-158, SDW-159, SDW-160, SDG-105
COMBINATION AIR VALVE/BLOWOFF	SDW-164
HIGHLIGHTING BY CONTRACTOR	SDW-170, SDW-171, SDW-172, SDW-173, SDW-174 IF APPLICABLE

DISCIPLINE CODE

- G GENERAL
C CIVIL

PLANS FOR THE CONSTRUCTION OF AC WATER AND SEWER GROUP 1040 COVER SHEET

CITY OF SAN DIEGO, CALIFORNIA
ENGINEERING & CAPITAL PROJECTS DEPARTMENT
SHEET 01 OF 38 SHEETS

APPROVED: *[Signature]* DATE: 01/30/2024
FOR CITY ENGINEER: JANICE JARO DATE: C70770
PRINT DCE NAME: RCE#

DESCRIPTION	BY	APPROVED	DATE	FILMED
ORIGINAL	RB	<i>[Signature]</i>	01/30/24	
ADDENDUM A	AA/RB	<i>[Signature]</i>	03/13/24	

DRAWING NO. 41003-01-D



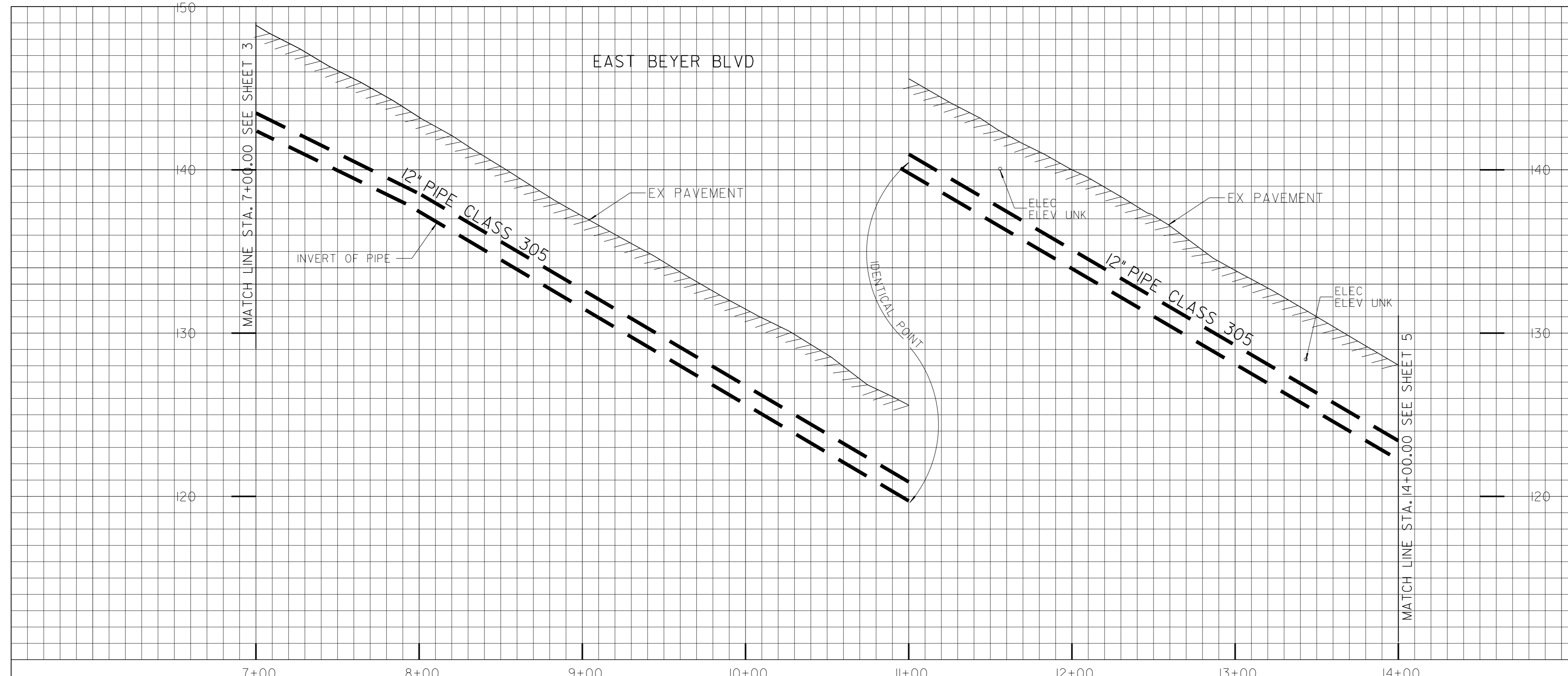
CONTRACTOR: _____ NTP DATE: _____
INSPECTOR: _____ NOC DATE: _____

DESIGN CHANGES

ADDENDUM A

ESTIMATED ARCHAEOLOGICAL MONITORING LIMITS (INCLUDES MAIN, LATERALS, AND OTHER TRENCHING ACTIVITIES)		
BEGIN STATION	END STATION	APPROXIMATE LF
STA. 7+00.00	STA. 14+00.00	700
ACTUAL LIMITS SHALL BE DETERMINED BY THE PI/MONITOR(S) PRIOR TO CONSTRUCTION AND SHALL BE CONSISTENT WITH THE PROJECT'S MITIGATION AND MONITORING PROGRAM (MMRP).		

Alignment: SHEETS 3 TO 6						
POINT	STATION	NORTHING (Y)	EASTING (X)	ELEMENT	BRG/DELTA	DIST/LENGTH
START	1+00.00 R1	1783793.77	6317759.52	STRAIGHT	S89°42'01"E	D = 238.60
HPI	3+38.60 R1	1783792.52	6317998.12	STRAIGHT	S00°16'15"W	D = 5.00
HPI	3+43.60 R1	1783787.52	6317998.1	STRAIGHT	S00°16'15"W	D = 8.95
PC	3+52.55 R1	1783778.57	6317998.06	R = -275.00	DELTA = 02°42'41" LT	L = 13.01
PT	3+65.57 R1	1783765.56	6317998.3	STRAIGHT	S02°26'26"E	D = 9.98
HPI	3+75.55 R1	1783755.59	6317998.73	STRAIGHT	S02°26'26"E	D = 71.04
HPI	4+46.58 R1	1783684.62	6318001.75	STRAIGHT	S02°26'26"E	D = 71.68
HPI	5+18.26 R1	1783613	6318004.81	STRAIGHT	S02°26'30"E	D = 580.59
HPI	10+98.85 R1	1783032.94	6318029.54	STRAIGHT	S02°28'45"E	D = 34.72
HPI	11+33.56 R1	1782998.26	6318031.04	STRAIGHT	S02°26'07"E	D = 115.03
HPI	12+48.59 R1	1782883.33	6318035.93	STRAIGHT	S02°26'44"E	D = 236.52



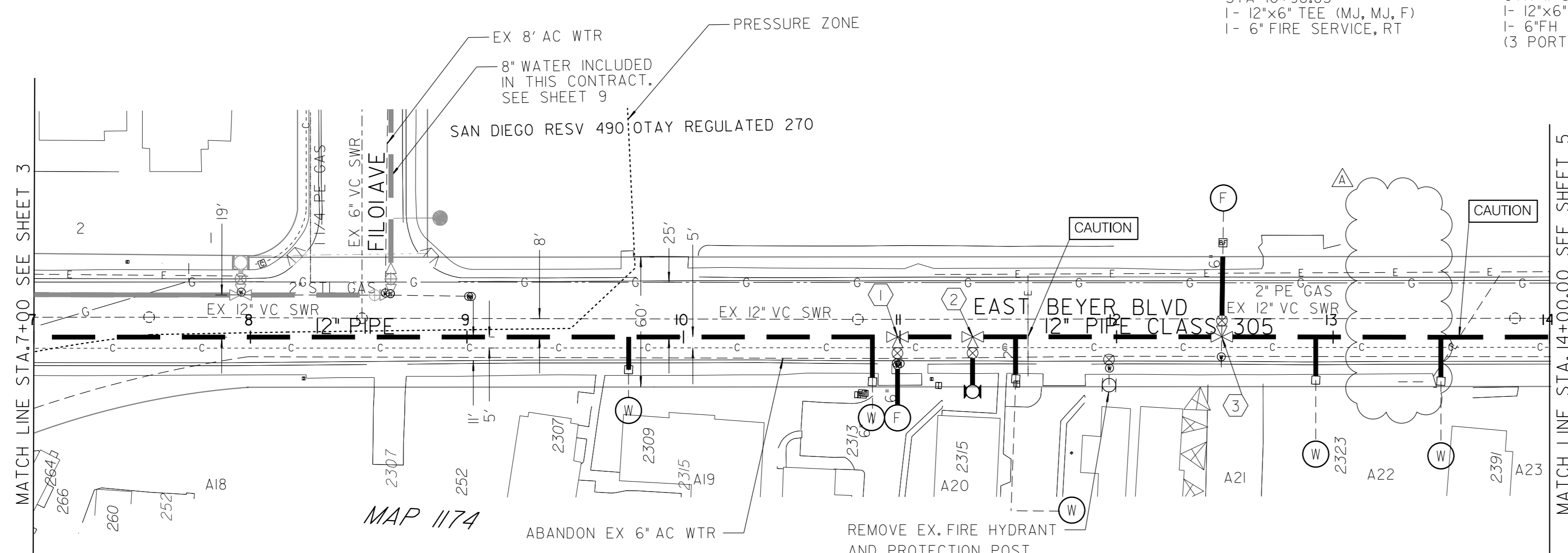
- ① PHASE I
BY CONTRACTOR
FURNISH AND INSTALL
STA 10+98.85
1- 12"x6" TEE (MJ, MJ, F)
1- 6" FIRE SERVICE, RT
- ② PHASE I
BY CONTRACTOR
FURNISH AND INSTALL
STA 11+33.56
1- 12"x6" TEE (MJ, MJ, F)
1- 6" FH ASSY AND MARKER, RT
(3 PORT)

- ③ PHASE I
BY CONTRACTOR
FURNISH AND INSTALL
STA 12+48.59
1- 12"x6" TEE (MJ, MJ, F)
1- 6" FIRE SERVICE, LT
RECONNECT TO EX. BACKFLOW
PREVENTER

REFERENCE:
WATER: 15238-2-D, 17793-3-D
SEWER: 16864-2-D, 15238-3-D
STORM DRAIN: NONE
GAS: 16275-11818, 16275-118175
ELECTRIC:
CABLE TV:
TELEPHONE: BNC2013, BND2013
IMPROVEMENTS: NONE
100' SCALE/FIELD BOOK: M36S
THOMAS_BROS.: 1350G3
PRESSURE_ZONE: 270

RETIREMENTS:
6" - AC - 700' - 1972
1" SERVICE - 3 - UNK - 1972
2" SERVICE - 2 - UNK - 1972
6" FIRE SERVICE - 2 - UNK - 1972

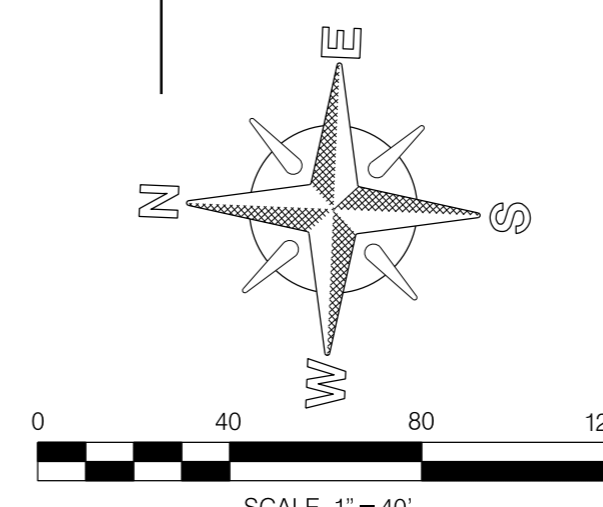
FH (2 PORT) - 1 - 1972



CONTRACTOR'S NOTE:
USE EXTREME CAUTION WHEN WORKING
DUE TO LOW OVERHEAD UTILITY LINES

CONTRACTOR'S NOTE:
CONTRACTOR TO PROTECT IN
PLACE ALL EXISTING UTILITIES

MAP 1174 - SAN YSIDRO
ROS 3224,10581



AC WATER AND SEWER GROUP 1040
EAST BEYER BLVD
FILOI AVE TO SO EAST BEYER BLVD

CITY OF SAN DIEGO, CALIFORNIA ENGINEERING & CAPITAL PROJECTS DEPARTMENT SHEET 04 OF 38 SHEETS		WATER WBS B-18068 SEWER WBS B-18066		
APPROVED BY: <i>[Signature]</i> FOR CITY ENGINEER JANICE JARO PRINT DCE NAME	DATE: 01/30/2024 RCE# C70770	PREPARED BY: MEHRNAZ ZARE AFIFI PROJECT MANAGER CHECKED BY: AILA AL HAJA PROJECT ENGINEER		
DESCRIPTION	BY	APPROVED	DATE	FILMED
ORIGINAL	RB	<i>[Signature]</i>	01/30/24	
ADDENDUM A	AA/RB	<i>[Signature]</i>	03/13/24	
DRAWING NO. 41003-04-D		C02		

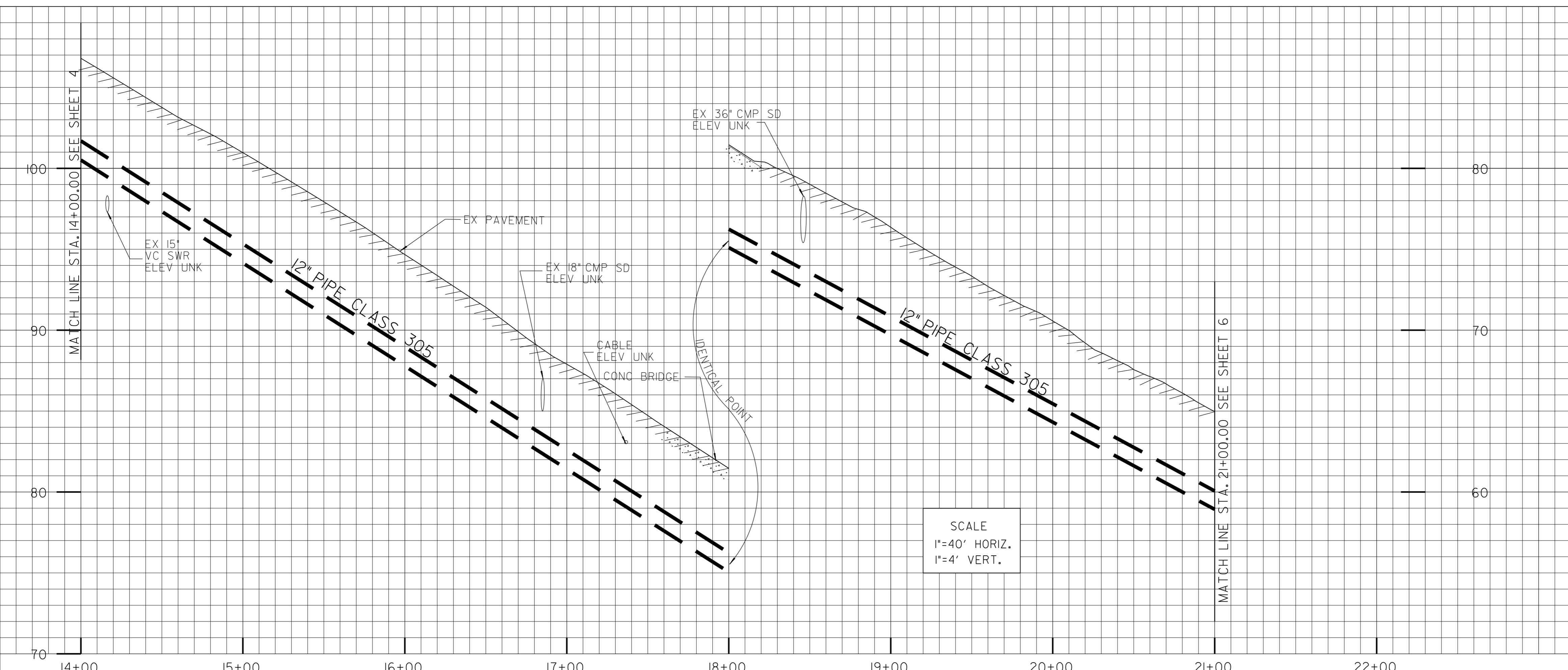
DELETED NOTES NO. 4 AND NO. 5. THERE ARE NO FIRE SERVICES AT THESE LOCATIONS.
MODIFIED ALIGNMENT TABLE AND MODIFIED RETIREMENT TABLE.

ADDENDUM A

EAST BEYER BLVD

ESTIMATED ARCHAEOLOGICAL MONITORING LIMITS (INCLUDES MAIN, LATERALS, AND OTHER TRENCHING ACTIVITIES)		
BEGIN STATION	END STATION	APPROXIMATE LF
STA. 14+00.00	STA. 21+00.00	700
ACTUAL LIMITS SHALL BE DETERMINED BY THE PI/MONITOR(S) PRIOR TO CONSTRUCTION AND SHALL BE CONSISTENT WITH THE PROJECT'S MITIGATION AND MONITORING PROGRAM (MMRP).		

Alignment: SHEETS 3 TO 6						
POINT	STATION	NORTHING (Y)	EASTING (X)	ELEMENT	BRG/DELTA	DIST/LENGTH
START	1+00.00 R1	1783793.77	6317759.52	STRAIGHT	S89°42'01"E	D = 238.60
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PT	3+65.57 R1	1783765.56	6317998.3	STRAIGHT	S02°26'26"E	D = 9.98
HPI	3+75.55 R1	1783755.59	6317998.73	STRAIGHT	S02°26'26"E	D = 71.04
HPI	4+46.58 R1	1783684.62	6318001.75	STRAIGHT	S02°26'26"E	D = 71.68
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HPI	10+98.85 R1	1783032.94	6318029.54	STRAIGHT	S02°28'45"E	D = 34.72
HPI	11+33.56 R1	1782998.26	6318031.04	STRAIGHT	S02°26'07"E	D = 115.03
HPI	12+48.59 R1	1782883.33	6318035.93	STRAIGHT	S02°26'44"E	D = 236.52
HPI	14+85.12 R1	1782647.03	6318046.02	STRAIGHT	S02°26'44"E	D = 345.68
HPI	18+30.80 R1	1782301.66	6318060.77	STRAIGHT	S02°26'51"E	D = 194.53
PC	20+25.33 R1	1782107.31	6318069.08	R = -375.00	DELTA = 20°25'35"LT	L = 133.69



SCALE
1"=40' HORIZ.
1"=4' VERT.

- ① PHASE I
BY CONTRACTOR
FURNISH AND INSTALL
STA 14+85.12
1- 12"x6" TEE (MJ, MJ, F)
1- 6" FH ASSY AND MARKER, RT
(3 PORT)
1- 12" ISOLATION VALVE, AHD
- ② PHASE I
BY CONTRACTOR
FURNISH AND INSTALL
STA 18+30.80
1- 12"x6" TEE (MJ, MJ, F)
1- 6" FH ASSY AND MARKER, RT
(3 PORT)

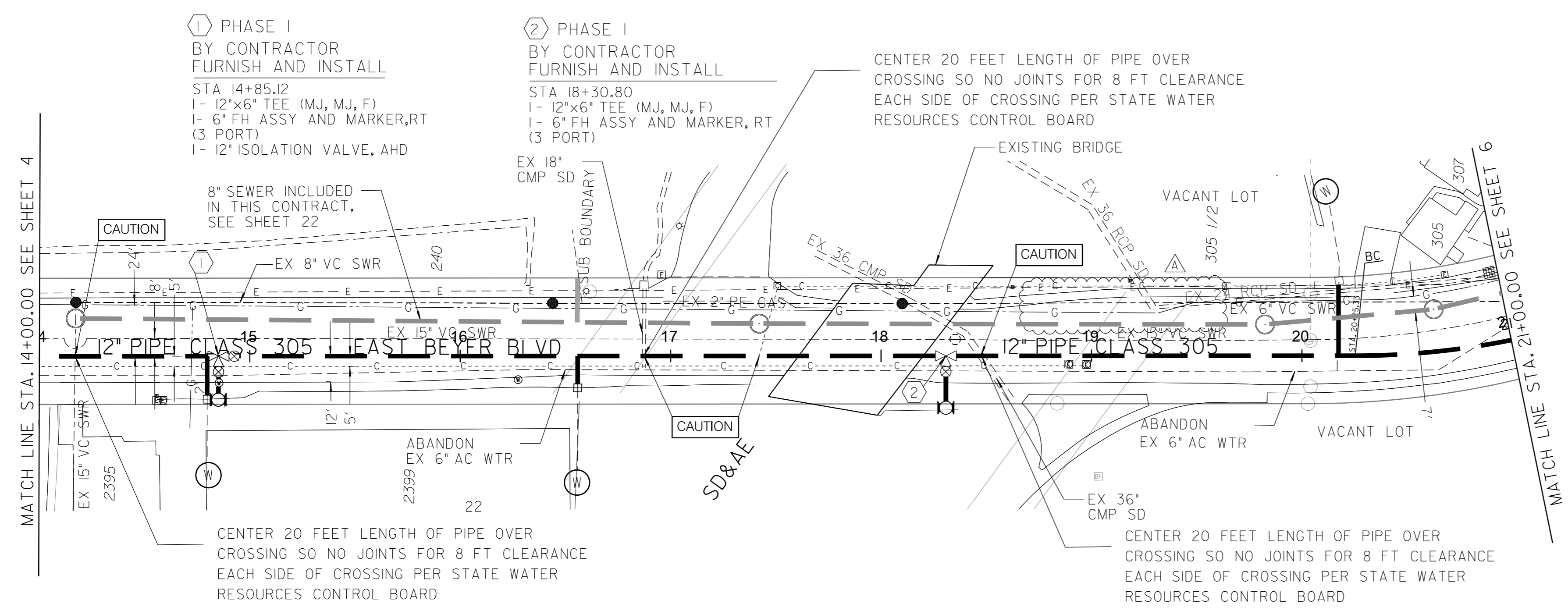
CENTER 20 FEET LENGTH OF PIPE OVER
CROSSING SO NO JOINTS FOR 8 FT CLEARANCE
EACH SIDE OF CROSSING PER STATE WATER
RESOURCES CONTROL BOARD

REFERENCE:
WATER: 15238-2-D,
SEWER: 16864-D, 5470-D
STORM DRAIN: 5470-D, 14428-1-D
GAS: 16275-118170, 16275-118165
ELECTRIC:
CABLE TV:
TELEPHONE: BND2013
IMPROVEMENTS: NONE
100' SCALE/FIELD BOOK: M36S
THOMAS BROS.: 1350G4
PRESSURE ZONE: 270

RETIREMENTS:
6" - AC - 700' - 1972
1" SERVICE - 2 - UNK - 1972
1.5" SERVICE - 1 - UNK - 1972

CONTRACTOR'S NOTE:
USE EXTREME CAUTION WHEN WORKING
DUE TO LOW OVERHEAD UTILITY LINES

CONTRACTOR'S NOTE:
CONTRACTOR TO PROTECT IN
PLACE ALL EXISTING UTILITIES

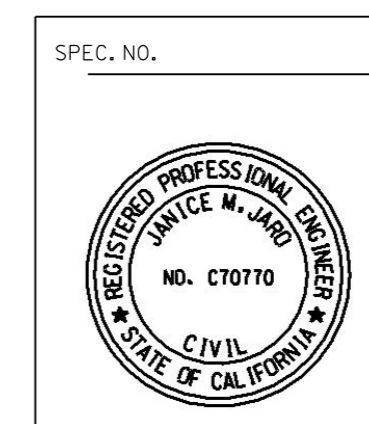
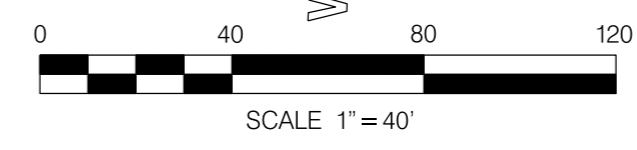
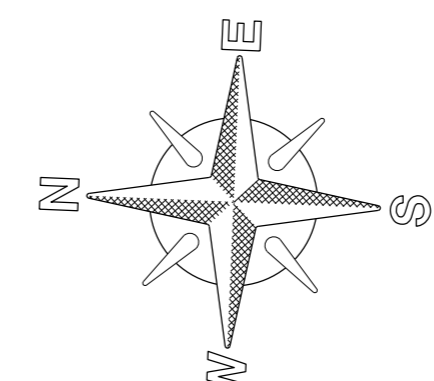


CENTER 20 FEET LENGTH OF PIPE OVER
CROSSING SO NO JOINTS FOR 8 FT CLEARANCE
EACH SIDE OF CROSSING PER STATE WATER
RESOURCES CONTROL BOARD

CENTER 20 FEET LENGTH OF PIPE OVER
CROSSING SO NO JOINTS FOR 8 FT CLEARANCE
EACH SIDE OF CROSSING PER STATE WATER
RESOURCES CONTROL BOARD

AC WATER AND SEWER GROUP 1040
EAST BEYER BLVD
STA 14+00.00 TO STA 21+00.00

CITY OF SAN DIEGO, CALIFORNIA ENGINEERING & CAPITAL PROJECTS DEPARTMENT SHEET 05 OF 38 SHEETS		WATER WBS B-18068 SEWER WBS B-18066		
APPROVED FOR CITY ENGINEER JANICE JARO PRINT DC# NAME	DATE 01/30/2024 C70770 RCE#	MEHRNAZ ZARE AFIFI PROJECT MANAGER AILA AL HAJA PROJECT ENGINEER		
DESCRIPTION	BY	APPROVED	DATE	FILMED
ORIGINAL	RB	[Signature]	01/30/24	
ADDENDUM A	AA/RB	[Signature]	03/13/24	
DRAWING NO. 41003-05-D		C03		



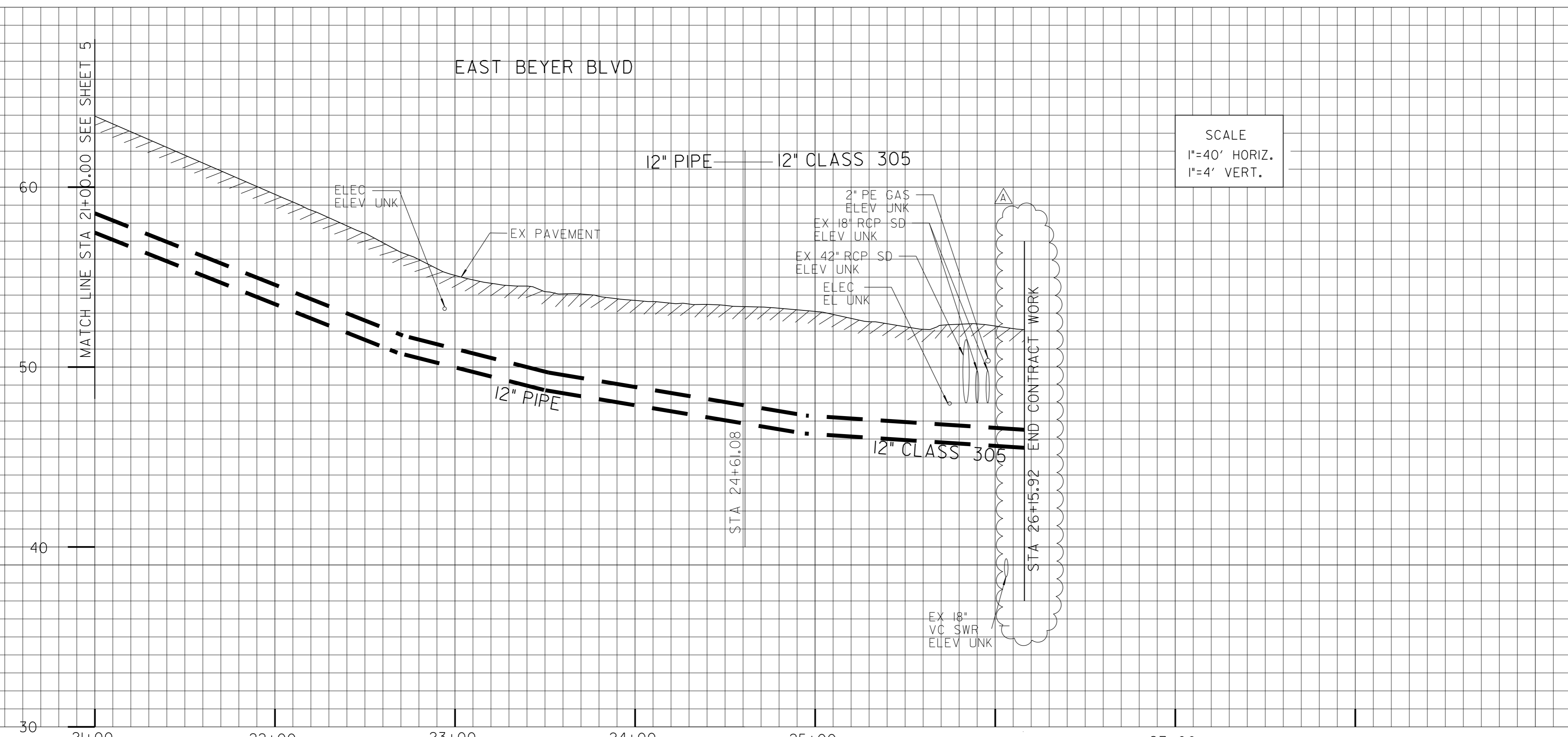
CONTRACTOR INSPECTOR _____ NTP DATE _____
NOC DATE _____

ESTIMATED ARCHAEOLOGICAL MONITORING LIMITS (INCLUDES MAIN, LATERALS, AND OTHER TRENCHING ACTIVITIES)		
BEGIN STATION	END STATION	APPROXIMATE LF
STA. 21+00	STA. 26+15.92	515.92

ACTUAL LIMITS SHALL BE DETERMINED BY THE PI/MONITOR(S) PRIOR TO CONSTRUCTION AND SHALL BE CONSISTENT WITH THE PROJECT'S MITIGATION AND MONITORING PROGRAM (MMRP).

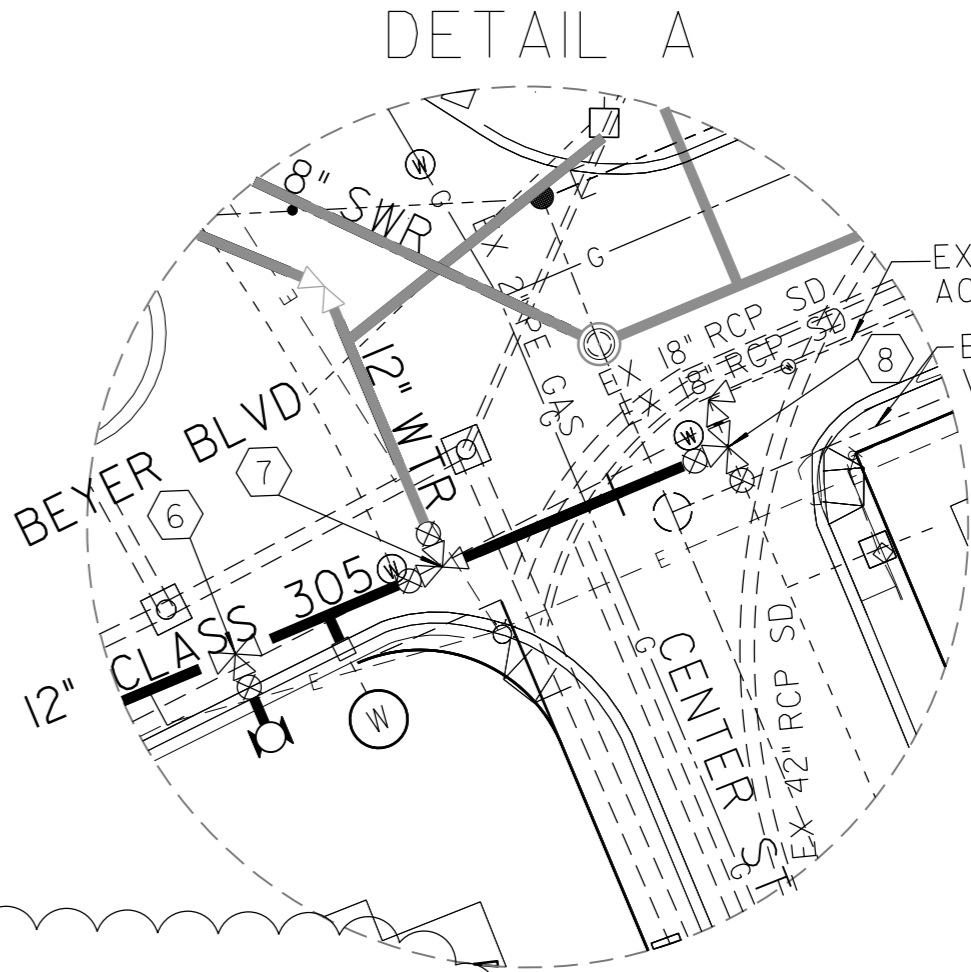
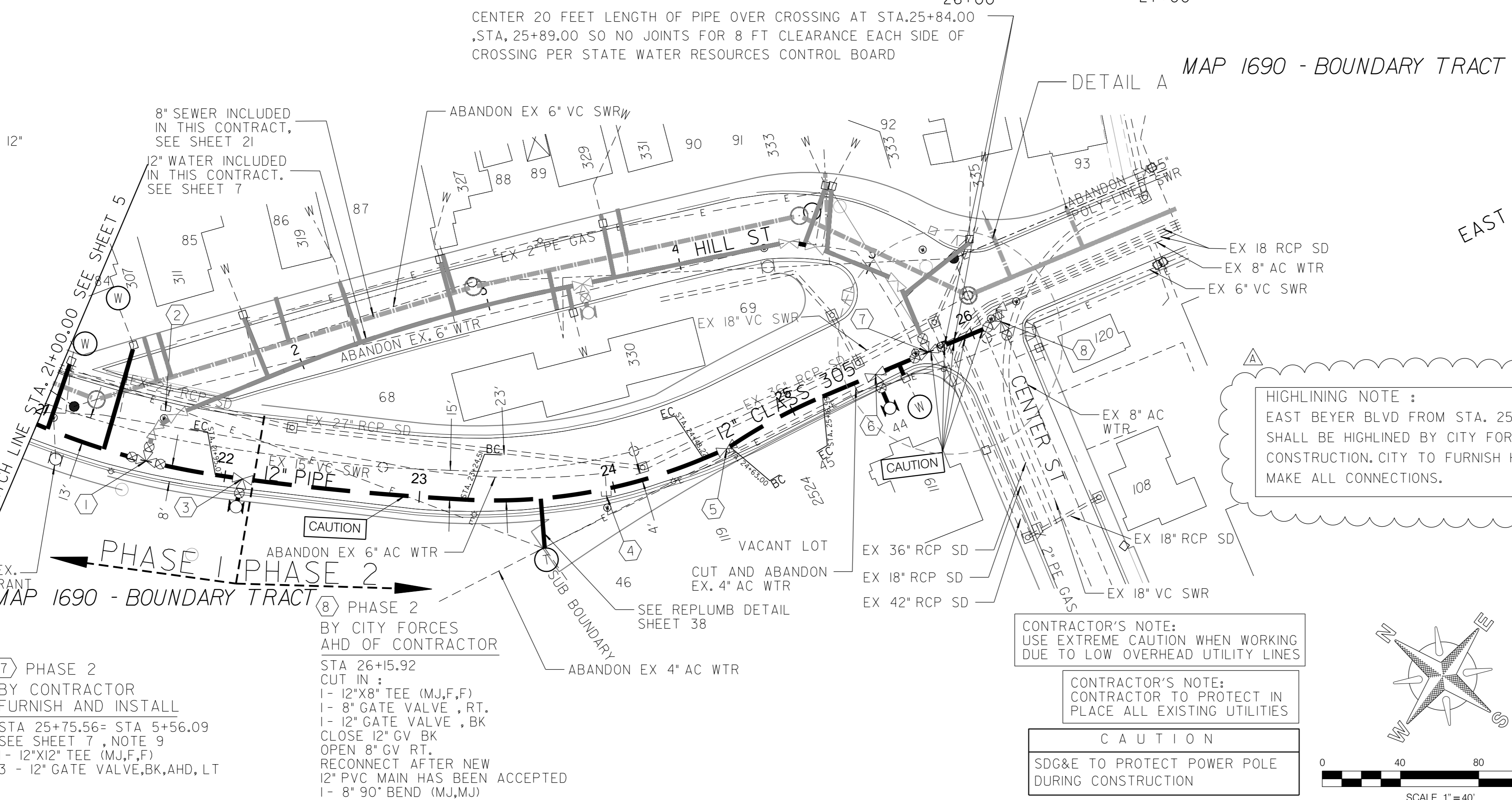
Alignment: SHEETS 3 TO 6

PCC	PT	HPI	PC	PCC	PT	HPI	PC	PCC	PT	HPI	PC	PCC	PT	HPI	PC	PCC	PT	HPI	PC	PCC	PT	HPI	PC																																													
21+59.02 R1	21+95.07 R1	22+09.16 R1	22+14.16 R1	23+24.50 R1	24+48.22 R1	24+61.08 R1	24+63.00 R1	25+16.99 R1	25+46.32 R1	25+75.56 R1	26+15.92 R1	1781977.56	1781945.07	1781932.71	1781928.35	1781834.51	1781750.57	1781744.09	1781743.47	1781720.98	1781706.19	1781691.45	1781671.09	6318098.23	6318113.82	6318120.58	6318123.03	6318181.03	6318270.5	6318281.61	6318283.42	6318332.41	6318357.74	6318382.99	6318417.84	R = -375.00	DELTA = 05°30'29" LT	L = 36.05	STRAIGHT	S28°40'15"E	D = 14.09	STRAIGHT	S29°23'30"E	D = 5.00	R = -1420.90	DELTA = 04°26'59" LT	L = 110.35	R = -275.00	DELTA = 25°46'35" LT	L = 123.72	STRAIGHT	S59°43'07"E	D = 12.85	STRAIGHT	S70°58'07"E	D = 1.92	R = +275.00	DELTA = 11°15'00" RT	L = 54.00	STRAIGHT	S59°43'07"E	D = 29.33	STRAIGHT	S59°43'07"E	D = 29.23	STRAIGHT	S59°42'13"E	D = 40.36



SCALE
1"=40' HORIZ.
1"=4' VERT.

- ① PHASE 1
BY CONTRACTOR
FURNISH AND INSTALL
STA 21+59.02= STA 1+00
SEE SHEET 7
1- 12"x12" TEE (F,F,F)
3- 12" GATE VALVE, BK,AHD AND LT.
- PHASE 2
CLOSE VALVE ,LT RECONNECT WHEN 12"
MAIN HAS BEEN ACCEPTED
- ② PHASE 1
BY CITY FORCES
AHD OF CONTRACTOR
STA 21+59.02
CUT & PERMANENTLY PLUG
EX. 6" AC WTR 10' RT.
- ③ PHASE 1
BY CONTRACTOR
FURNISH AND INSTALL
STA 22+09.16
1- 12"x6" TEE (MJ,MJ,F)
1- 6" FH ASSY AND MARKER, RT
(3 PORT)
BLINDE FLANGE, AHD .
- PHASE 2
REMOVE BLIND FLANGE, BK
RECONNECT WHEN 12" MAIN HAS
BEEN ACCEPTED
- ④ PHASE 2
BY CITY FORCES
AHD OF CONTRACTOR
STA 23+95.97
CUT & PERMANENTLY PLUG
EX. 6" AC WTR 10' RT.
- ⑤ PHASE 2
BY CONTRACTOR
FURNISH AND INSTALL
STA 24+61.08
1- 12" 11.25" BEND (MJ,MJ)
- PHASE 2
BY CONTRACTOR
FURNISH AND INSTALL
STA 25+46.32
1- 12"x6" TEE (MJ,MJ,F)
1- 6" FH ASSY AND MARKER, RT
(3 PORT)
- ⑦ PHASE 2
BY CONTRACTOR
FURNISH AND INSTALL
STA 25+75.56= STA 5+56.09
SEE SHEET 7 , NOTE 9
1- 12"x12" TEE (MJ,F,F)
3 - 12" GATE VALVE,BK,AHD, LT
- ⑧ PHASE 2
BY CITY FORCES
AHD OF CONTRACTOR
STA 26+15.92
CUT IN .
1- 12"x8" TEE (MJ,F,F)
1- 8" GATE VALVE ,RT.
1- 12" GATE VALVE ,BK
CLOSE 12" GV BK
OPEN 8" GV RT.
RECONNECT AFTER NEW
12" PVC MAIN HAS BEEN ACCEPTED
1- 8" 90° BEND (MJ,MJ)



REFERENCE:
WATER: 15238-2-D, 15351-7-D
SEWER: 14031-4-L, 16864-4-D
STORM DRAIN: 14428-1-D, 14428-2-D,
18516-6-D
GAS: 16275-118170, 16275-118165
ELECTRIC:
CABLE TV:
TELEPHONE: BND2013
IMPROVEMENTS: NONE
100' SCALE/FIELD BOOK: M37S
THOMAS BROS.: I350G4
PRESSURE ZONE: 270

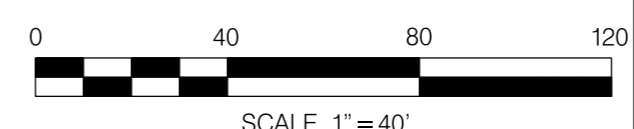
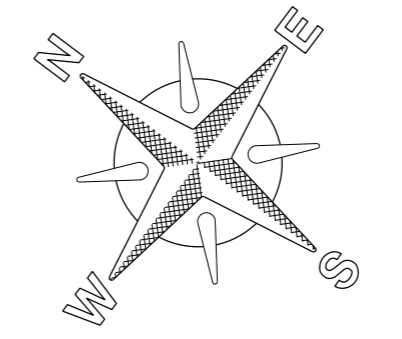
RETIREMENTS:
6" - AC - 402' - 1972
4" - AC - 267' - 1972
FH (2 PORT)- 1- 1972
1' SERVICES - 3 - COPPER - 1972

HIGHLINING NOTE :
EAST BEYER BLVD FROM STA. 25+46.32 TO STA. 26+15.92
SHALL BE HIGHLINED BY CITY FORCES PRIOR TO
CONSTRUCTION. CITY TO FURNISH HIGHLINING MATERIAL AND
MAKE ALL CONNECTIONS.

CONTRACTOR'S NOTE:
USE EXTREME CAUTION WHEN WORKING
DUE TO LOW OVERHEAD UTILITY LINES

CONTRACTOR'S NOTE:
CONTRACTOR TO PROTECT IN
PLACE ALL EXISTING UTILITIES

CAUTION
SDG&E TO PROTECT POWER POLE
DURING CONSTRUCTION

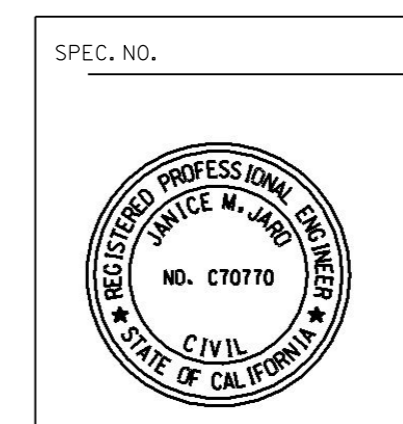


AC WATER AND SEWER GROUP 1040
EAST BEYER BLVD
SO HILL ST TO NO CENTER ST

CITY OF SAN DIEGO, CALIFORNIA
ENGINEERING & CAPITAL PROJECTS DEPARTMENT
SHEET 06 OF 38 SHEETS

APPROVED: FOR CITY ENGINEER JANICE JARO PRINT DCE NAME	DATE 01/30/2024 C70770	DESIGNER MEHRNAZ ZARE AFIFI PROJECT MANAGER
DESCRIPTION	BY	APPROVED
ORIGINAL	RB	01/30/24
ADDENDUM A	AA/RB	03/13/24

WATER WBS	B-18068
SEWER WBS	B-18066
PROJECT MANAGER	MEHRNAZ ZARE AFIFI
PROJECT ENGINEER	AILA AL HAJA
SEE EACH SHEET	CCS27 COORDINATE
SEE EACH SHEET	CCS83 COORDINATE
DRAWING NO.	41003-06-D



CONTRACTOR INSPECTOR _____
NTP DATE _____
NOC DATE _____

MODIFIED STATION LIMIT, SEE PROFILE
CHANGED THE HIGHLINING NOTE STATION LIMIT

ADDENDUM A

EAST BEYER BLVD

EAST BEYER BLVD

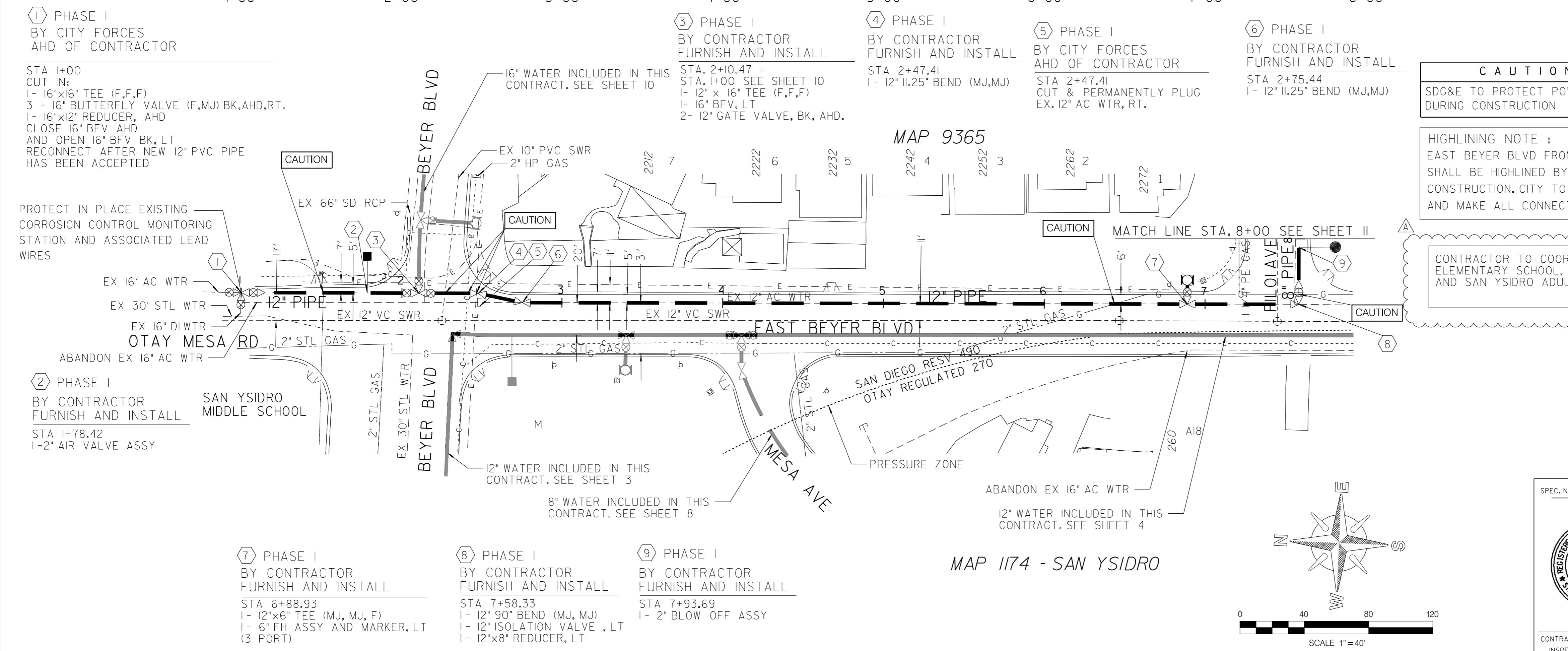
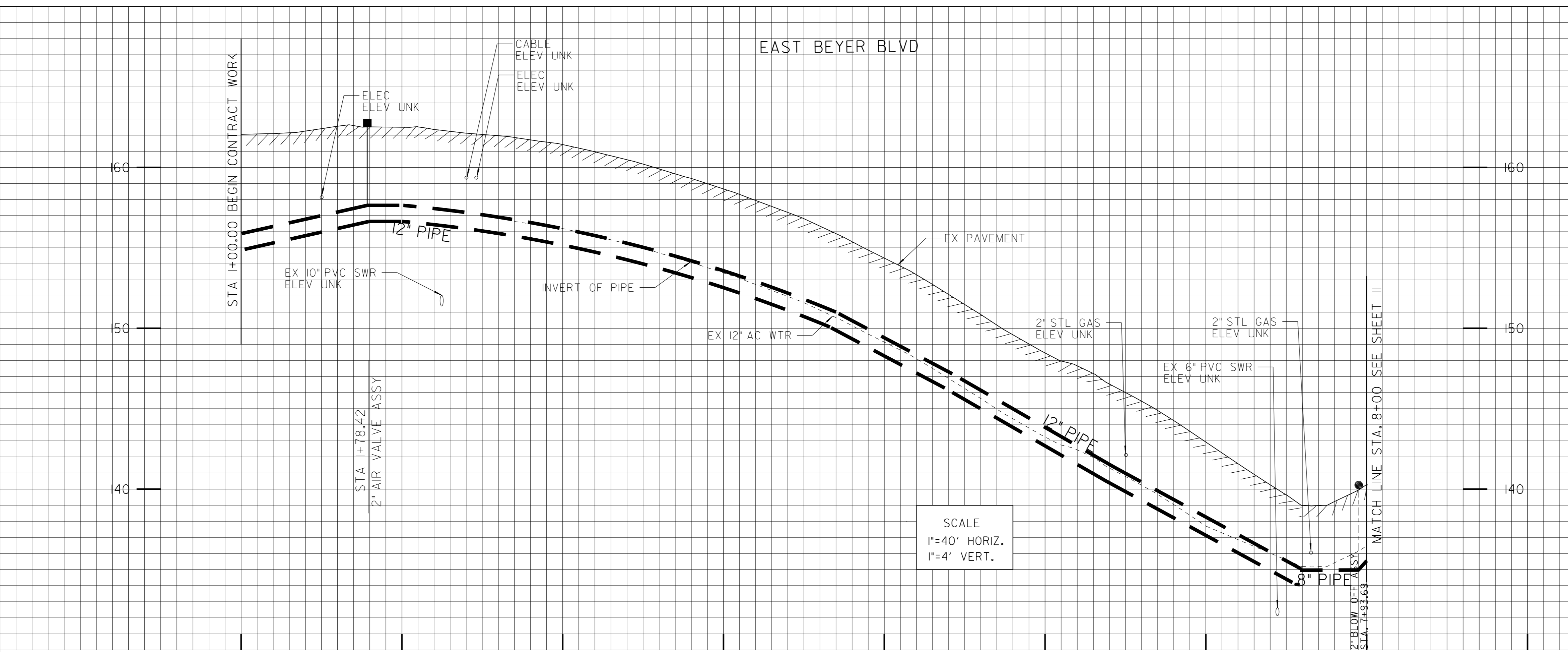
ESTIMATED ARCHAEOLOGICAL MONITORING LIMITS
(INCLUDES MAIN, LATERALS, AND OTHER TRENCHING ACTIVITIES)

BEGIN STATION	END STATION	APPROXIMATE LF
STA. 1+00.00	STA. 2+75.44	175.44

ACTUAL LIMITS SHALL BE DETERMINED BY THE PI/MONITOR(S) PRIOR TO CONSTRUCTION AND SHALL BE CONSISTENT WITH THE PROJECT'S MITIGATION AND MONITORING PROGRAM (MMRP).

Alignment: SHEETS 9 and 11

POINT	STATION	NORTHING (Y)	EASTING (X)	ELEMENT	BRG/DELTA	DIST/LENGTH
POB	1+00.00	1783924.98	6318017.98	STRAIGHT	S 2°16'42" E	D = 78.42
PI	1+78.42	1783846.62	6318021.1	STRAIGHT	S 2°13'41" E	D = 32.05
PI	2+10.47	1783814.59	6318022.34	STRAIGHT	S 2°16'04" E	D = 36.94
PI	2+47.41	1783777.68	6318023.8	STRAIGHT	S 9°27'04" W	D = 28.03
PI	2+75.44	1783750.04	6318019.2	STRAIGHT	S 2°19'38" E	D = 413.49
PI	6+88.93	1783336.88	6318035.99	STRAIGHT	S 2°23'06" E	D = 69.40
PI	7+58.33	1783267.54	6318038.88	STRAIGHT	N 87°36'54" E	D = 35.36
PI	7+93.69	1783269.01	6318074.21	STRAIGHT	N 87°36'46" E	D = 45.38
PC	8+39.07	1783270.9	6318119.55	R = -200.00	DELTA = 22°30'00" LT	L = 78.54
PT	9+17.61	1783289.3	6318195.39	STRAIGHT	N 65°06'50" E	D = 5.22
PI	9+22.83	1783291.5	6318200.12	STRAIGHT	N 20°06'50" E	D = 36.45
PI	9+59.28	1783325.72	6318212.66	STRAIGHT	N 2°23'10" W	D = 162.68
PI	11+21.96	1783488.27	6318205.88	STRAIGHT	N 2°23'10" W	D = 152.44
PI	12+74.40	1783640.57	6318199.54	STRAIGHT	N 2°23'10" W	D = 12.24
POE	12+86.64	1783652.8	6318199.03			



CAUTION
SDG&E TO PROTECT POWER POLE DURING CONSTRUCTION

HIGHLINING NOTE :
EAST BEYER BLVD FROM STA. 1+00.00 TO STA. 8+00.00 SHALL BE HIGHLINED BY CITY FORCES PRIOR TO CONSTRUCTION. CITY TO FURNISH HIGHLINING MATERIAL AND MAKE ALL CONNECTIONS.

CONTRACTOR TO COORDINATE WITH SAN YSIDRO ELEMENTARY SCHOOL, SAN YSIDRO MIDDLE SCHOOL AND SAN YSIDRO ADULT SCHOOL .

REFERENCE:
WATER: 17793-4-D, 71517-D, 30715-17-D, 15238-2-D
SEWER: 16864-2-D, 17793-4-D
STORM DRAIN: 17793-4-D
GAS: 16275-118180, 16275-118185
ELECTRIC:
CABLE TV:
TELEPHONE: BNC2013
IMPROVEMENTS: NONE
100' SCALE/FIELD BOOK: 1350G3
THOMAS BROS.: M365
PRESSURE ZONE: 490

RETIREMENTS:
12" - AC - 578' - 1978
16" - AC - 114' - 1978
FH (2-PORT) - 1

AC WATER AND SEWER GROUP 1040
EAST BEYER BLVD
NO BEYER BLVD TO SO FILOIAVE

CITY OF SAN DIEGO, CALIFORNIA
ENGINEERING & CAPITAL PROJECTS DEPARTMENT
SHEET 09 OF 38 SHEETS

WATER WBS: B-18068
SEWER WBS: B-18066

APPROVED: [Signature] DATE: 01/30/2024
FOR CITY ENGINEER: JANICE JARO
PRINT DCE NAME: RCE# C70770

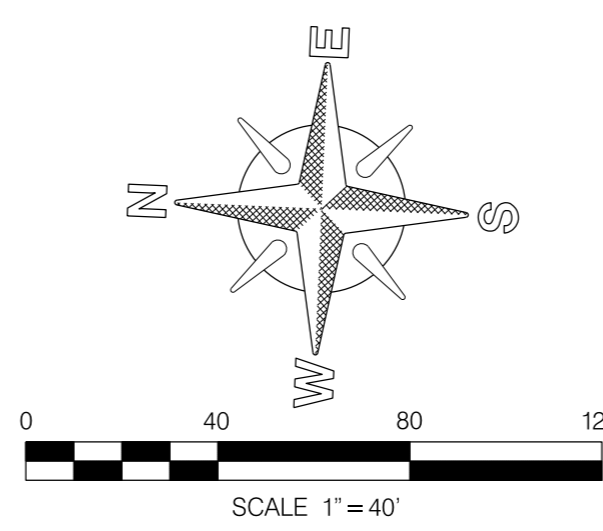
DESIGNED BY: MEHRNAZ ZARE AFIFI
PROJECT MANAGER
CHECKED BY: AILA AL HAJA
PROJECT ENGINEER

DESCRIPTION	BY	APPROVED	DATE	FILMED
ORIGINAL	RB	[Signature]	01/30/24	
ADDENDUM A	AA/RB	[Signature]	03/13/24	

SEE EACH SHEET
CCS27 COORDINATE
SEE EACH SHEET
CCS83 COORDINATE

DRAWING NO. 41003-09-D
C07

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



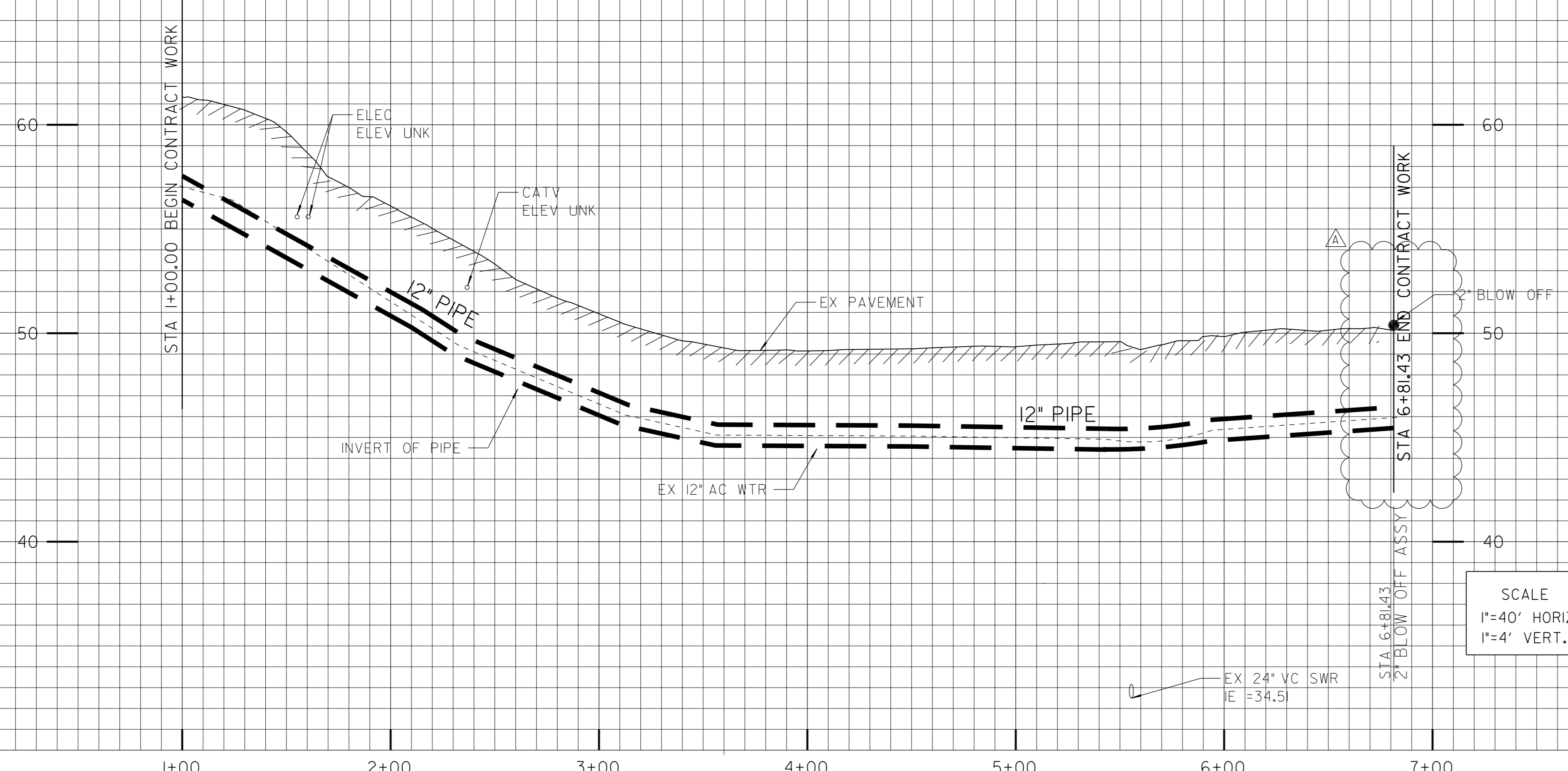
EAST BEYER BLVD

WILLOW RD

ESTIMATED ARCHAEOLOGICAL MONITORING LIMITS
(INCLUDES MAIN, LATERALS, AND OTHER TRENCHING ACTIVITIES)

BEGIN STATION	END STATION	APPROXIMATE LF
STA. 1+00	STA. 6+81.43	581.43

ACTUAL LIMITS SHALL BE DETERMINED BY THE PI/MONITOR(S) PRIOR TO CONSTRUCTION AND SHALL BE CONSISTENT WITH THE PROJECT'S MITIGATION AND MONITORING PROGRAM (MMRP).



Alignment: SHEET 15 - WILLOW RD.

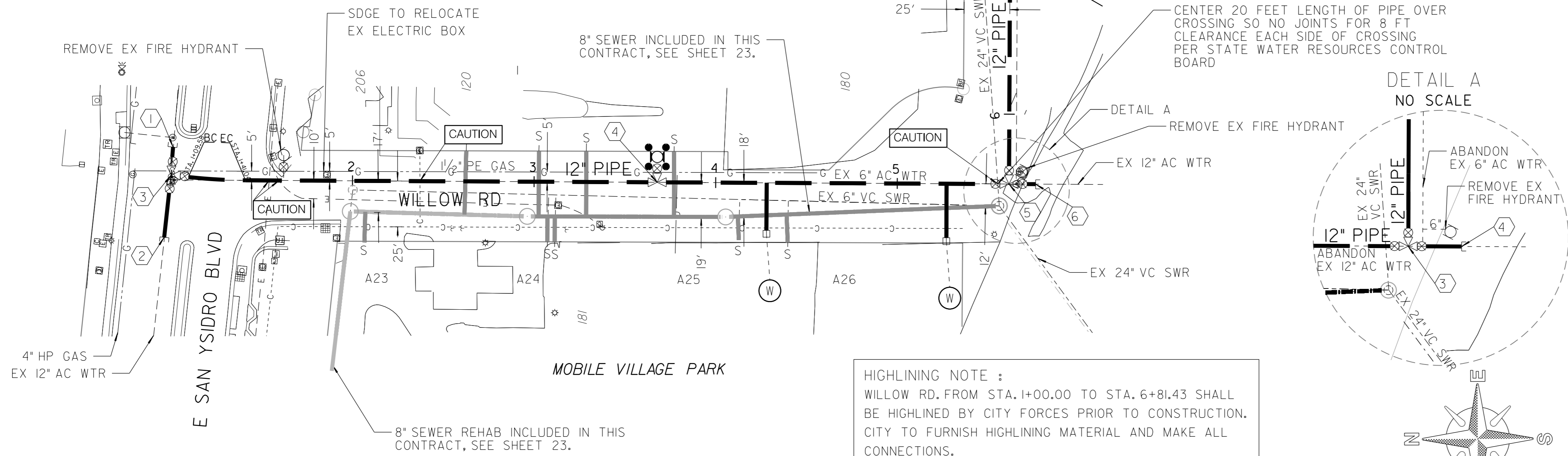
POINT	STATION	NORTHING (Y)	EASTING (X)	ELEMENT	BRG/DELTA	DIST/LENGTH
POB	1+00.00	1781579.77	6317514.44	STRAIGHT	S 6°33'24" W	D = 9.58
PC	1+09.58	1781570.25	6317513.35	R = -300.00	DELTA = 6°00'36" LT	L = 31.47
PT	1+41.04	1781538.86	6317511.4	STRAIGHT	S 0°32'48" W	D = 226.73
PI	3+67.77	1781312.14	6317509.23	STRAIGHT	S 0°32'48" W	D = 193.74
PI	5+61.52	1781118.41	6317507.39	STRAIGHT	S 89°27'12" E	D = 119.91
POE	6+81.43	1781117.26	6317627.29			

SCALE
1"=40' HORIZ.
1"=4' VERT.

- ① PHASE I
BY CITY FORCES
AHD OF CONTRACTOR
STA 1+00.00 +/- 10' LT
CUT & PLUG:
EX 12" AC WTR
RECONNECT AFTER NEW MAIN
HAS BEEN ACCEPTED
- ② PHASE I
BY CITY FORCES
AHD OF CONTRACTOR
STA 1+00.00 +/- 10' RT
CUT & PLUG:
EX 12" AC WTR
RECONNECT AFTER NEW MAIN
HAS BEEN ACCEPTED
- ③ PHASE I
BY CONTRACTOR
FURNISH AND INSTALL
STA 1+00.00
1- 12"x12" TEE (MJ,F,F)
3 - 12" GV AHD, LT, RT.
RECONNECT AFTER NEW
12" PVC MAIN HAS BEEN ACCEPTED
- ④ PHASE I
BY CONTRACTOR
FURNISH AND INSTALL
STA 3+67.77
1- 12"x6" TEE (MJ, MJ, F)
1- 6" FH ASSY AND MARKER, LT
(3 PORT) WITH PROTECTION POST
(SDW-104 AND WM-04).
- ⑤ PHASE I
BY CONTRACTOR
FURNISH AND INSTALL
STA 5+61.52
1- 12"x12" TEE (F,F,F)
3 - 12" GATE VALVES (F,MJ) BK,AHD
, LT.
- ⑥ PHASE I
BY CITY FORCES
AHD OF CONTRACTOR
STA 5+61.52
CUT & PLUG EX 12" AC WTR 10' RT
RECONNECT AFTER NEW MAIN HAS
BEEN ACCEPTED
- ⑦ PHASE I
BY CONTRACTOR
FURNISH AND INSTALL
STA 6+81.43
1- 12" PVC END CAP
1- 2" BLOW OFF ASSY

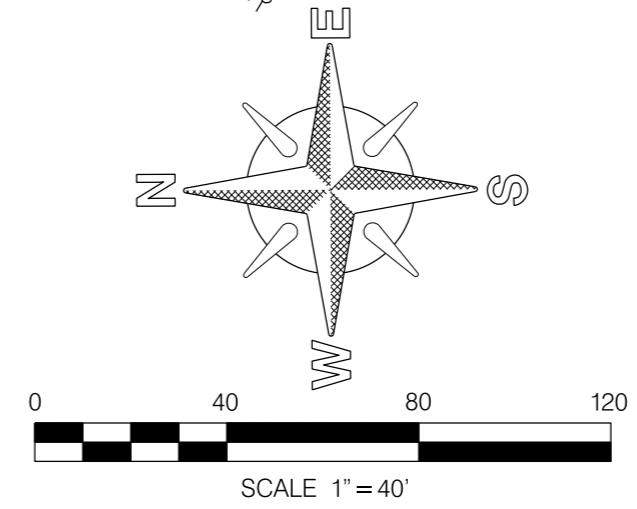
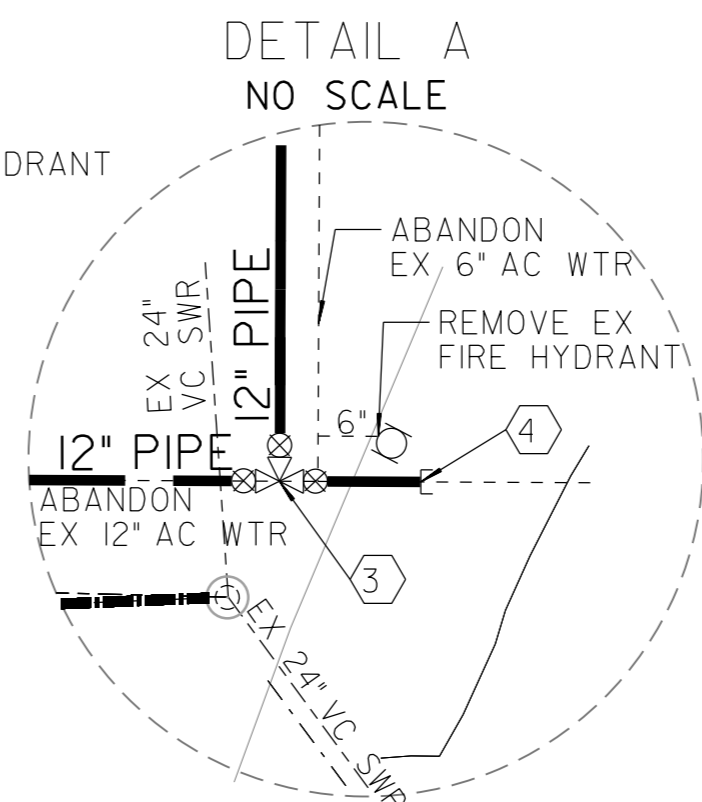
REFERENCE:
WATER: 10926-7-D, 14412-6-D, 22059-D
SEWER: 14364-3-D, 14031-L, 22059-D
STORM DRAIN: NONE
GAS: 16267-118160
ELECTRIC:
CABLE TV:
TELEPHONE: BNC2013
IMPROVEMENTS: NONE
100' SCALE/FIELD BOOK: M375
THOMAS BROS.: 1350G4
PRESSURE ZONE: 270

RETIREMENTS:
12" - AC - 461.46 - 1962
6" - AC - 119.93 - 1962
FH (2-PORT) - 2 - 1962
1.5" SERVICE - 3 - UNK - 1961



HIGHLINING NOTE :
WILLOW RD. FROM STA. 1+00.00 TO STA. 6+81.43 SHALL
BE HIGHLINED BY CITY FORCES PRIOR TO CONSTRUCTION.
CITY TO FURNISH HIGHLINING MATERIAL AND MAKE ALL
CONNECTIONS.

CAUTION
SDG&E TO PROTECT POWER POLE
DURING CONSTRUCTION



AC WATER AND SEWER GROUP 1040
WILLOW ROAD
E SAN YSIDRO BLVD TO WILLOW RD

CITY OF SAN DIEGO, CALIFORNIA
ENGINEERING & CAPITAL PROJECTS DEPARTMENT
SHEET 15 OF 38 SHEETS

WATER WBS: B-18068
SEWER WBS: B-18066

APPROVED: [Signature] DATE: 01/30/2024
FOR CITY ENGINEER: JANICE JARO
PRINT DCE NAME: RCE# C70770

DESIGNED BY: MEHRNAZ ZARE AFIFI
PROJECT MANAGER
CHECKED BY: AILA AL HAJA
PROJECT ENGINEER

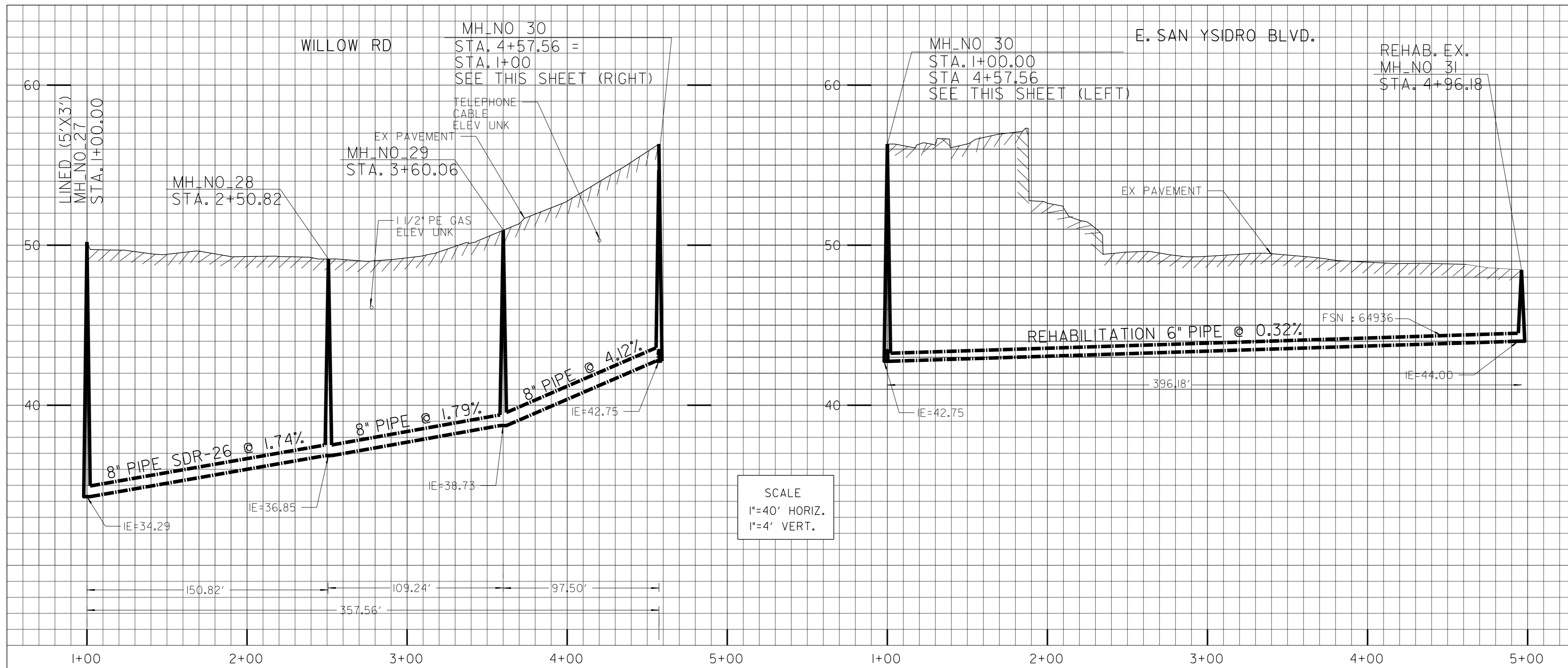
DESCRIPTION	BY	APPROVED	DATE	FILMED
ORIGINAL	RB	[Signature]	01/30/24	
ADDENDUM A	AA/RB	[Signature]	03/13/24	

SEE EACH SHEET
CCS27 COORDINATE
SEE EACH SHEET
CCS83 COORDINATE

DRAWING NO. 41003-15-D
C13

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

WILLOW ROAD



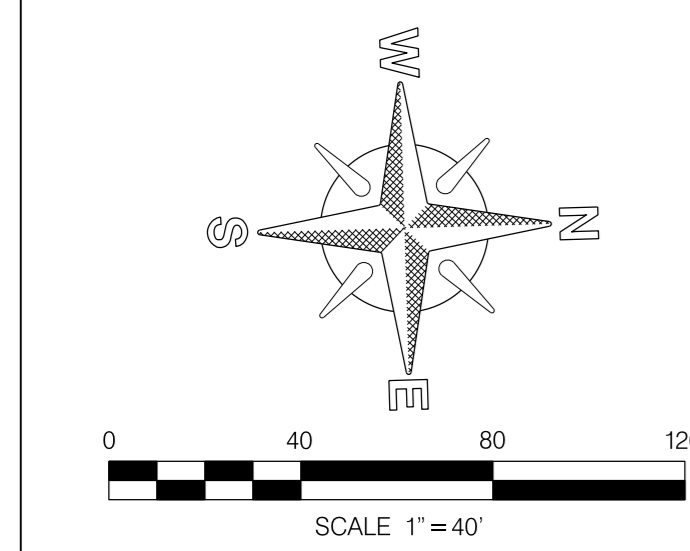
ESTIMATED ARCHAEOLOGICAL MONITORING LIMITS (INCLUDES MAIN, LATERALS, AND OTHER TRENCHING ACTIVITIES)		
BEGINNING STATION	ENDING STATION	APPROXIMATE LF
STA. 1+00.00	STA. 4+57.56	357.56

ESTIMATED PALEONTOLOGICAL MONITORING LIMITS (INCLUDES MAIN, LATERALS, AND OTHER TRENCHING ACTIVITIES)		
BEGINNING STATION	ENDING STATION	APPROXIMATE LF
STA. 1+00.00	STA. 4+57.56	357.56

ACTUAL LIMITS SHALL BE DETERMINED BY THE PI/MONITOR(S) PRIOR TO CONSTRUCTION AND SHALL BE CONSISTENT WITH THE MITIGATION AND MONITORING PROGRAM (MMRP) FOR THE PROJECT.

Alignment: SHEET 23- Willow Rd.						
POINT	STATION	NORTHING (Y)	EASTING (X)	ELEMENT	BRG/DELTA	DIST/LENGTH
POB	1+00.00	1781123.8	6317495.33	STRAIGHT	N 2°02'35\" W	D = 150.82
PI	2+50.82	1781274.52	6317489.96	STRAIGHT	N 0°26'33\" E	D = 109.24
PI	3+60.06	1781383.76	6317490.8	STRAIGHT	N 1°52'25\" E	D = 97.51
POE	4+57.56	1781481.21	6317493.99			

Alignment: SHEET 23-RIGHT						
POINT	STATION	NORTHING (Y)	EASTING (X)	ELEMENT	BRG/DELTA	DIST/LENGTH
POB	1+00.00	1781479.77	6317505.83	STRAIGHT	N 83°07'00\" W	D = 396.18
POE	4+96.18	1781527.25	6317112.5			



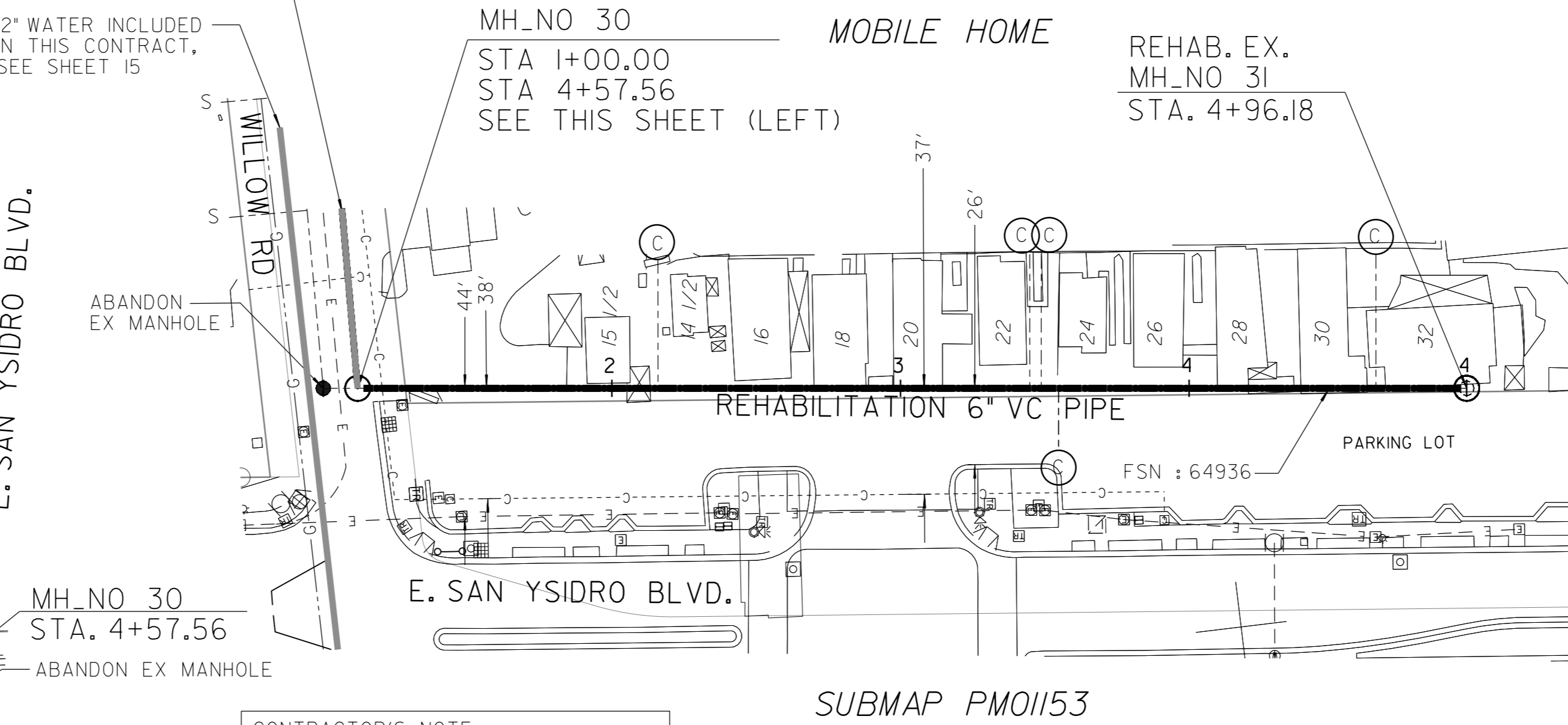
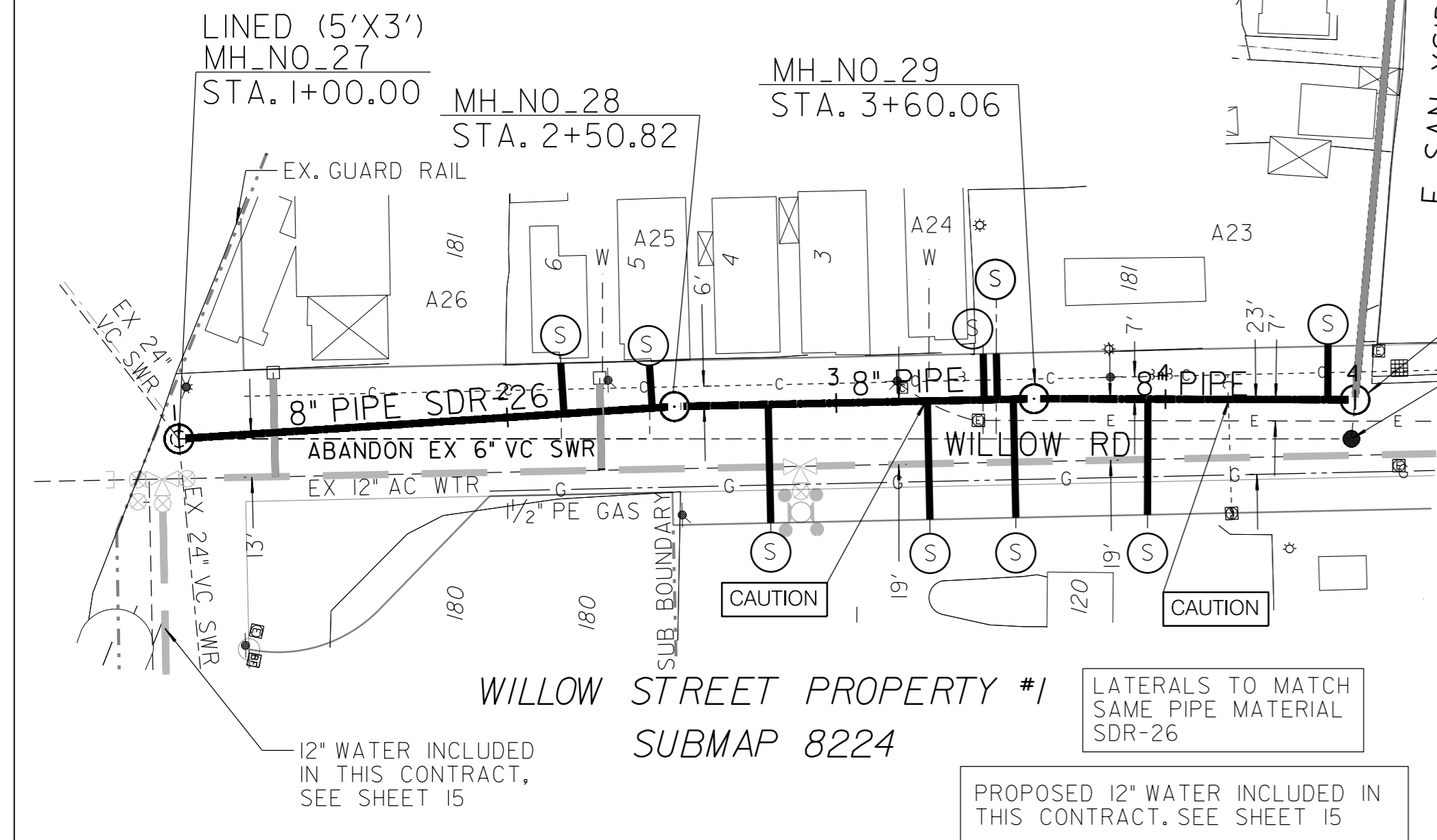
CONTRACTOR'S NOTE:
USE EXTREME CAUTION WHEN WORKING
DUE TO LOW OVERHEAD UTILITY LINES

CONTRACTOR'S NOTE:
CONTRACTOR TO REPLACE IN
PLACE ALL EXISTING UTILITIES

8\"/>

12\"/>

6\"/>



REFERENCE:
WATER: 10926-7-D, 22059-D
SEWER: 22059-D, 10926-7-D, 14031-L
STORM DRAIN: NONE
GAS: 16267-118160
ELECTRIC: 16267-118160
CABLE TV:
TELEPHONE: BND2013
IMPROVEMENTS: NONE
100' SCALE/FIELD BOOK: M37S
THOMAS BROS.: 135064

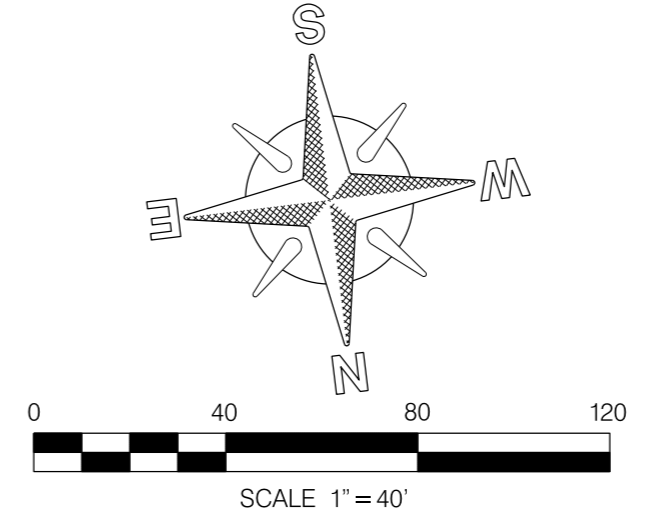
RETIREMENTS:
6\"/>

CONNECTIONS:
LATERALS - 5 - UNK - 1985

CONTRACTOR'S NOTE:
USE EXTREME CAUTION WHEN WORKING
DUE TO LOW OVERHEAD UTILITY LINES

CONTRACTOR'S NOTE:
CONTRACTOR TO PROTECT IN
PLACE ALL EXISTING UTILITIES

CAUTION
SDG&E TO PROTECT POWER POLE
DURING CONSTRUCTION



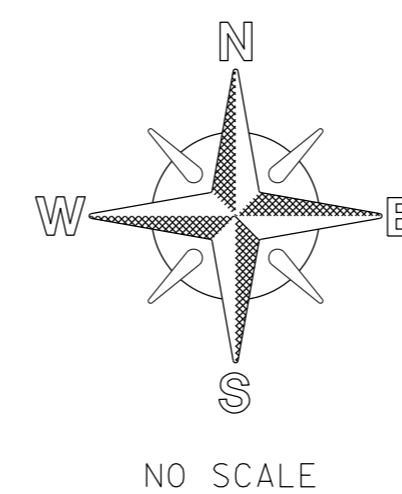
AC WATER AND SEWER GROUP 1040
WILLOW ROAD
EAST SAN YSIDRO BLVD
STA. 1+00.00 TO STA. 4+57.56
STA. 1+00 TO STA. 4+96.18


CITY OF SAN DIEGO, CALIFORNIA ENGINEERING & CAPITAL PROJECTS DEPARTMENT SHEET 23 OF 38 SHEETS	WATER WBS: B-18068 SEWER WBS: B-18066
APPROVED: [Signature] FOR CITY ENGINEER DATE: 01/30/2024 PRINT DCE NAME: JANICE JARO RCE# C70770	DESIGNED BY: MEHRNAZ ZARE AFIFI PROJECT MANAGER CHECKED BY: AILA AL HAJA PROJECT ENGINEER
DESCRIPTION: ORIGINAL BY: RB APPROVED: [Signature] DATE: 01/30/24 FILMED: [Signature]	SEE EACH SHEET CCS27 COORDINATE
ADDENDUM A BY: AA/RB APPROVED: [Signature] DATE: 03/13/24	SEE EACH SHEET CCS83 COORDINATE
DRAWING NO. 41003-23-D	

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

WILLOW ROAD / EAST SAN YSIDRO BLVD

LOCATION NO.	CURB RAMP TYPE	APPROX. R/W	REPLACEMENT	NEW	HISTORIC STAMPS	SURVEY MARKER	BARRICADE TYPE	MISC SIGN	DETECTABLE WARNING TILES		REPLACE SPANDREL (SP) OR CONCRETE ALLEY APRON (CAA)	STANDARD DRAWING	COMMENTS / MODIFICATIONS
									STAINLESS STEEL	OTHER			
1	CI	X		X					X			SDG-135	PROTECT THE ADJACENT FENCE DURING DEMOLITION AND CONSTRUCTION AND PROTECT EX GUDARRAILS AS WELL .
2		X											REMOVE EX CURB RAMP & REPLACE W/ NEW SIDE WALK, CURB & GUTTER PER CITY STANDARD.
3	B	X							X			SDG-133	PROTECT IN PLACE EX. LIGHT & UTILITY POLES. THE GUY WIRE WILL NEED TO BE RE-CONFIGURED TO PROVIDE MIN 84" VERTICAL CLEARANCE. ENSURE 36" MIN(48" RECOMMENDED) HORIZONTAL CLEARANCE ON SIDEWALK.
4	A	X	X						X			SDG-132	
5	B	X	X						X			SDG-133	REMOVE EX CURB RAMP AND REPLACE W/STANDARD SIDEWALK, CURB & GUTTER. ENSURE 36" MIN (48" RECOMMENDED HORIZONTAL CLEARANCE OF POLE). PROTECT IN PLACE EX. UTILITY POLE
6	A	X	X						X			SDG-132	PROTECT THE ADJACENT FENCE DURING DEMOLITION AND CONSTRUCTION
7	C2	X	X						X	X		SDG-135	RELOCATE STOP LIMIT LINE BEHIND THE RAMPS. PROTECT STREET LIGHT POLE IN PLACE AND ENSURE 36"MIN (48" RECOMMENDED) HORIZONTAL CLEARANCE
8	C2	X	X						X	X		SDG-135	TRIM LANDSCAPE OVERGROWTH TO PROVIDE SIDEWALK CLEARANCE.
9	CI	X		X					X			SDG-135	
10	CI	X		X					X			SDG-135	PROTECT THE ADJACENT FENCE DURING DEMOLITION AND CONSTRUCTION & PROVIDE 4' MIN LEVEL LANDING ADJACENT TO THE EX DRIVEWAY.
11	A	X	X						X			SDG-132	INSTALL SINGLE RAMP 8' WIDE. SEE DETAIL T ON SHEET 31
12	CI	X	X						X			SDG-132	ENSURE 4' MIN SEPARATION BETWEEN EDGE OF THE RAMP AND DRIVEWAY WING.
13	CI	X	X						X			SDG-135	
14	CI	X	X						X			SDG-135	IMPROVE THE FULL CURB RETURN W/SIDE WALK CURB & GUTTER PER CITY STANDARD.RELOCATE STOP LIMIT LINE BEHIND THE RAMP. SEE DETAIL A ON SHEET 29
15	CI	X	X						X			SDG-135	RELOCATE SIGN IF NECESSARY. RELOCATE STOP LIMIT LINE BEHIND THE RAMP. SEE DETAIL A ON SHEET 29
16	CI	X	X						X			SDG-135	INSTALL DUAL RAMP. PROTECT ADJACENT POLE.
17	CI	X	X						X			SDG-135	RELOCATE STOP LIMIT LINE BEHIND THE RAMPS.
18	C2	X	X						X			SDG-135	INSTALL PROTECTION POST (BOLLARDS) AT BACK OF THE RAMP TO BLOCK VEHICULAR ACCESS. INSTALL PEDESTRIAN BARRICADE PER CITY STANDARD TO PREVENT CROSSING OF BORDER VILLAGE ROAD.
19	A	X	X						X			SDG-132	INSTALL DUAL RAMPS .
20	A	X	X						X			SDG-132	SEE DETAIL C ON SHEET 30
21	CI	X		X					X			SDG-163	REPLACE DRIVEWAY WITH CONTIGUOUS COMMERCIAL CONCRETE .
22	A	X	X						X			SDG-132	INSTALL DUAL CURB RAMP, REPLACE EX DRAINAGE GRATE W/ ADA COMPLIANT GRATE IF LOCATED W/IN PATH OF TRAVEL.
23	A	X	X									SDG-132	ENSURE 48" MIN HORIZONTAL CLEARANCE FROM STREET LIGHT POLE. PROTECT IN PLACE STREET LIGHT POLE UTILITY CABINET AND UTILITY POLE BOX .
24	B	X		X								SDG-133	ENSURE 48" MIN CLEARANCE FROM THE CURB RAMP TO THE EX DRIVEWAY WING. PROTECT IN PLACE UTILITY RISER AND BOLLARD .
25	B	X		X								SDG-133	PROVIDE A LEVEL LANDING IN FRONT OF THE STORE ENTRANCE.
26	A	X	X									SDG-132	PROTECT EX VAULT. INSTALL SINGLE RAMP 8' WIDE AT THE CURB RETURN CLOSER TO THE VAULT TO PROVIDE IMPROVED CROSSING IN BOTH DIRECTIONS . REPLACE EX RAMP WITH SIDEWALK, CURB & GUTTER.
27	A		X									SDG-132	INSTALL RAMP ON WILLOW RD SIDE OF CURB RETURN . INSTALL PEDESTRIAN BARRICADE PER SDG-141 AND ENSURE THE SIGNS POINT TO THE NEAREST CROSSWALK. SEE DETAIL V ON SHEET 32 .
28													RELOCATE PPB TO BACK OF BOTTOM LANDING PER MUTCD FOR RAMP CROSSING OTAY MESA RD. REPLACE EXISTING SCHOOL CROSSWALK FOR ALL DIRECTIONS WITH CONTINENTAL CROSSWALK PER CITY STANDARDS.



LEGEND		PLANS FOR THE CONSTRUCTION OF AC WATER AND SEWER GROUP 1040 CURB RAMP TABLE	
⊗ CURB RAMP NO's	T EX TREE	⊗ EX STREET LIGHT	
• EX UTILITY POLE	↑ EX STREET SIGN	⊖ EX BARRICADE	
⊕ EX FIRE HYDRANT	△ EX CURB RAMP		
PROPOSED CURB RAMPS PER STANDARD DRAWINGS: DETECTABLE WARNING TILES SDG-130 GENERAL CURB RAMP NOTES SDG-131 CURB RAMP - TYPE A SDG-132 CURB RAMP - TYPE B SDG-133 DUAL CURB RAMPS SDG-134 CURB RAMP - TYPE CI & C2 SDG-135 CURB RAMPS - ADDITIONAL DETAILS SDG-136 CURB RAMP - TYPE D SDG-137 PEDESTRIAN ISLAND AND CUT-THROUGH DETAILS SDG-139 PROTECTIVE RAILING AT CURB RAMPS SDG-140 EXISTING HISTORICAL STAMP OR IMPRESSION PLACEMENT SDG-115		CITY OF SAN DIEGO, CALIFORNIA ENGINEERING & CAPITAL PROJECTS DEPARTMENT SHEET 28 OF 38 SHEETS WATER WBS B-18068 SEWER WBS B-18066 SUBMITTED BY MEHRNAZ ZARE AFIFI PROJECT MANAGER CHECKED BY AILA AL HAJA PROJECT ENGINEER SEE EACH SHEET CCS27 COORDINATE SEE EACH SHEET CCS83 COORDINATE DRAWING NO. C26 CONTRACTOR _____ NTP DATE _____ INSPECTOR _____ NOC DATE _____ 41003-28-D	
SPEC. NO. _____ 		APPROVED: _____ DATE 01/30/2024 FOR CITY ENGINEER: _____ JANICE JARO RCE# C70770 PRINT DCE NAME _____ DESCRIPTION BY APPROVED DATE FILMED ORIGINAL RB _____ 01/30/24 ADDENDUM A AA/RB _____ 03/13/24	

Bid Results

Bidder Details

Vendor Name S.C. Valley Engineering, Inc.
Address 656 Front St.
El Cajon, California 92020
United States
Respondee Ismael Soto Borrayo
Respondee Title Estimator
Phone 619-444-2366
Email Ismael@scvalleyinc.com
Vendor Type MBE, CADIR
License # 624559
CADIR 1000020727

Bid Detail

Bid Format Electronic
Submitted 03/28/2024 11:49 AM (PDT)
Delivery Method
Bid Responsive
Bid Status Submitted
Confirmation # 370701

Respondee Comment

Buyer Comment

Attachments

File Title	File Name	File Type
Pending Actions - Signed.pdf	Pending Actions - Signed.pdf	Contractor's Certification of Pending Actions
Alternates.pdf	Alternates.pdf	Subcontractor Listing for Alternate Items
Business Interests - Signed.pdf	Business Interests - Signed.pdf	Mandatory Disclosure of Business Interest Form
Prime Debarment - Signed.pdf	Prime Debarment - Signed.pdf	Prime Debarment and Suspension Certification
SUB Debarment - Signed.pdf	SUB Debarment - Signed.pdf	Subcontractor Debarment and Suspension Certification
Bid Bond - Signed.pdf	Bid Bond - Signed.pdf	Bid Bond

Subcontractors

Showing 9 Subcontractors

Name & Address	Desc	License Num	CADIR	Amount	Type
Dick Miller Inc. 930 Boardwalk, Suite H San Marcos, California 92078	Constructor - Curb Ramp, Cross Gutter, Driveway etc. Concrete Work - SLBE	380204	1000004547	\$364,474.96	DVBE, CAU, SLBE, SDVSB, MALE, CADIR, Local
Lacey Consulting PO. Box 120097 San Diego, California 92112	Constructor - Community Liasion Services - ELBE	00000	PW-LR-1000981601	\$145,000.00	ELBE, AFR, MALE, Local
Loveless Linton, Inc. Archaeological 1421 W. Lewis St San Diego, California 92103	Constructor - Archeo/Paleo/Nativ Mitigation, Monitoring, Curation and Excavation Services - SLBE	00000	1000047263	\$179,014.13	DBE, SDB, CADIR, MBE, NAT, MALE, SLBE, Local
Payneco Specialties Inc 120 North Second Ave Chula Vista, California 91910	Constructor - Striping/Traffic Signs/Crosswalk and Pedestrian Barricade Work	298637	1000003515	\$87,983.00	DBE, SDB, WBE, CADIR, FEM, WOSB, CAU, Local
Piperin Corporation 510 Venture Street Escondido, California 92029	Constructor - Pipe & Manhole Abandonment and Sewer Lateral with Private Replumbing work - SLBE	964028	1000000485	\$334,075.00	CADIR, SLBE, Local
R&C Structures, Inc. 1615 La Mirada Drive San Marcos, California 92078	Constructor - Manholes - SLBE	425215	1000004446	\$296,352.00	WBE, WOSB, FEM, CAU, SLBE, Local
Soclaris Contracting 7437 Lowell Ct. La Mesa, California 91941	Constructor - Handling and disposal of Non-Friable Asbestos Material - SLBE (No SLBE credit)	793838	1000011964	\$6,750.00	DVBE, CADIR, MALE, SDVSB, CAU, ELBE, Local
Southwest Traffic Signal Service, Inc PO. Box 1297 El Cajon, California 92022	Constructor - Traffic Signal Loop/Appurtenance Replacement, Pedestrian Push Button/Pedestrian Push Button Post - SLBE	451115	1000004265	\$43,700.00	DVBE, CADIR, Local
iVet Environmental, Inc. 2534 State Street Suite 311 San Diego, California 92101	Constructor - WPCP Development & Implementation - ELBE	1046197	PW-LR-1000567406	\$61,000.00	DVBE, CADIR, MALE, SDVSB, CAU, ELBE, Local

Line Items

Discount Terms No Discount

Item #	Item Code	Type	Item Description	UOM	QTY	Unit Price	Line Total	Response	Comment
Main Bid (Water 18068)							\$6,517,180.00		
1	524126		Bonds (Payment and Performance)	LS	1	\$64,527.00	\$64,527.00	Yes	
2	541820		Exclusive Community Liaison Services	LS	1	\$81,563.00	\$81,563.00	Yes	
3	541690		Archaeological and Native American Monitoring Program	LF	6900	\$10.00	\$69,000.00	Yes	
4	541690		Paleontological Monitoring Program	LF	300	\$20.00	\$6,000.00	Yes	
5	541690		Suspension of Work - Resources	DAY	5	\$5,625.00	\$28,125.00	Yes	
6	541690		Archaeological and Native American Mitigation and Curation (EOC Type I)	AL	1	\$14,000.00	\$14,000.00	Yes	
7	541690		Paleontological Mitigation and Excavation	CY	20	\$85.00	\$1,700.00	Yes	
8	237310		Protection Post	EA	9	\$9,563.00	\$86,067.00	Yes	
9	237310		Remove and Replace Guardrail and Red Chevron Signs (Per Standard Drawing SDM-130)	LF	35	\$226.00	\$7,910.00	Yes	
10	237110		Mobilization	LS	1	\$375,000.00	\$375,000.00	Yes	
11			Field Orders (EOC Type II)	AL	1	\$235,000.00	\$235,000.00	Yes	
12	237310		Remove and Replace Existing Sidewalk	SF	620	\$16.00	\$9,920.00	Yes	
13	237310		Additional Curb and Gutter Removal and Replacement	LF	135	\$104.00	\$14,040.00	Yes	
14	237310		Cross Gutter	SF	5063	\$25.00	\$126,575.00	Yes	
15	237310		Concrete Driveway (Contiguous)	SF	100	\$54.00	\$5,400.00	Yes	
16	237310		Curb Ramp (Type A) with Stainless Steel Detectable Warning Tiles	EA	3	\$7,875.00	\$23,625.00	Yes	
17	237310		Curb Ramp (Type B) with Stainless Steel Detectable Warning Tiles	EA	2	\$6,694.00	\$13,388.00	Yes	
18	237310		Curb Ramp (Type C1) with Stainless Steel Detectable Warning Tiles	EA	6	\$7,382.00	\$44,292.00	Yes	
19	237310		Curb Ramp (Type C2) with Stainless Steel Detectable Warning Tiles	EA	2	\$9,218.00	\$18,436.00	Yes	
20	237110		Phased Paving	EA	3	\$7,313.00	\$21,939.00	Yes	
21	237110		Removal or Abandonment of Existing Water Facilities	LF	5997	\$8.00	\$47,976.00	Yes	
22	237110		Abandon and Fill Existing Water Main Outside of the Trench Limit	LF	1201	\$34.00	\$40,834.00	Yes	
23	237110		Handling and Disposal of Non-friable Asbestos Material	LF	7205	\$9.00	\$64,845.00	Yes	
24	237110		Additional Bedding	CY	208	\$29.00	\$6,032.00	Yes	
25	237110		Water Main (8 Inch)	LF	946	\$268.00	\$253,528.00	Yes	
26	237110		Water Main (8 Inch, Class 305 DR-14)	LF	1294	\$279.00	\$361,026.00	Yes	
27	237110		Water Main (12 Inch, Class 305 DR-14)	LF	2394	\$319.00	\$763,686.00	Yes	
28	237110		Water Main (12 Inch)	LF	1882	\$421.00	\$792,322.00	Yes	
29	237110		Water Main (16 Inch, Class 305 DR-14)	LF	986	\$410.00	\$404,260.00	Yes	
30	237110		Butterfly Valve (16 Inch, Class 150B)	EA	7	\$15,181.00	\$106,267.00	Yes	
31	237110		Gate Valve (8 Inch)	EA	9	\$6,325.00	\$56,925.00	Yes	
32	237110		Gate Valve (12 Inch)	EA	22	\$7,840.00	\$172,480.00	Yes	
33	237110		Fire Hydrant Assembly and Marker (3 Ports) (6 Inch)	EA	15	\$20,359.00	\$305,385.00	Yes	
34	237110		Fire Service Connection and Assembly (6 Inch)	EA	2	\$20,750.00	\$41,500.00	Yes	
35	237110		Water Service (1 Inch)	EA	82	\$8,693.00	\$712,826.00	Yes	
36	237110		Water Service (1.5 Inch)	EA	4	\$14,386.00	\$57,544.00	Yes	
37	237110		Water Service (2 Inch)	EA	2	\$23,196.00	\$46,392.00	Yes	
38	237110		Water Service (6 Inch)	EA	1	\$42,457.00	\$42,457.00	Yes	
39	237110		Water Service Private Replumbing (1 Inch): E Beyer Blvd, San Diego, CA 92173 (Beside 2524 E Beyer Blvd)	EA	1	\$22,500.00	\$22,500.00	Yes	
40	237110		Blow-Off Valve Assembly (2 Inch, Class 235)	EA	3	\$6,424.00	\$19,272.00	Yes	
41	237110		Blow-Off Valve Assembly (2 Inch, Class 305)	EA	4	\$6,096.00	\$24,384.00	Yes	
42	237110		Air and Vacuum (Air Release) Valve Assembly (2 Inch, Class 235)	EA	2	\$8,445.00	\$16,890.00	Yes	
43	237110		Air and Vacuum (Air Release) Valve Assembly (2 Inch, Class 305)	EA	5	\$8,713.00	\$43,565.00	Yes	
44	237310		Temporary Resurfacing	TON	400	\$158.00	\$63,200.00	Yes	
45	237110		Thrust Blocks and Anchor Blocks for 16 Inch and Larger Water Mains	EA	7	\$3,938.00	\$27,566.00	Yes	
46	238910		Imported Trench Backfill	TON	1000	\$40.00	\$40,000.00	Yes	
47	237310		Removal and Replacement of Existing Paint Striping	LS	1	\$34,406.00	\$34,406.00	Yes	
48	237310		Continental Crosswalks	SF	2400	\$7.00	\$16,800.00	Yes	
49	238990		Video Recording of Existing Conditions	LS	1	\$2,025.00	\$2,025.00	Yes	

Item #	Item Code	Type	Item Description	UOM	QTY	Unit Price	Line Total	Response	Comment
50	238910		Potholing Existing Utilities Not Shown on Plans (Depth upto 7 feet)	EA	10	\$1,614.00	\$16,140.00	Yes	
51	237310		Adjust Existing Gate Valve Frame and Cover to Grade	EA	5	\$3,924.00	\$19,620.00	Yes	
52	237310		Adjust Existing Survey Monument to Grade	EA	2	\$7,580.00	\$15,160.00	Yes	
53	237310		Traffic Signal Loop and Appurtenance Replacement (Type E)	EA	50	\$844.00	\$42,200.00	Yes	
54	237110		MTS Right of Entry Permit (EOC Type I)	AL	1	\$10,000.00	\$10,000.00	Yes	
55	541330		Traffic Control and Working Drawings	LS	1	\$3,938.00	\$3,938.00	Yes	
56	237310		Traffic Control	LS	1	\$342,320.00	\$342,320.00	Yes	
57	237310		Flashing Arrow Boards	LS	1	\$9,563.00	\$9,563.00	Yes	
58	238210		Remove and Reinstall Traffic Signs	EA	2	\$1,125.00	\$2,250.00	Yes	
59	237310		Pedestrian Barricade (Type A)	EA	4	\$1,575.00	\$6,300.00	Yes	
60	238210		New Pedestrian Push Button	EA	1	\$3,488.00	\$3,488.00	Yes	
61	238210		New Pedestrian Push Button post	EA	1	\$3,488.00	\$3,488.00	Yes	
62	237110		Pavement Restoration for Final Connection	SF	1400	\$125.00	\$175,000.00	Yes	
63	541330		WPCP Development	LS	1	\$1,575.00	\$1,575.00	Yes	
64	237310		WPCP Implementation	LS	1	\$32,738.00	\$32,738.00	Yes	
Main Bid (Sewer 18066)							\$5,447,466.00		
65	524126		Bonds (Payment and Performance)	LS	1	\$53,936.00	\$53,936.00	Yes	
66	334290		Remote Control Camera Inspection (EOC Type I)	AL	1	\$20,000.00	\$20,000.00	Yes	
67	237310		Dewatering Hazardous Contaminated Water	LS	1	\$56,250.00	\$56,250.00	Yes	
68	237310		Dewatering Non-Hazardous Contaminated Water	LS	1	\$22,500.00	\$22,500.00	Yes	
69	237310		Dewatering Permit and Discharge Fees (EOC Type I)	AL	1	\$25,000.00	\$25,000.00	Yes	
70	541820		Exclusive Community Liaison Services	LS	1	\$81,563.00	\$81,563.00	Yes	
71	541690		Archaeological and Native American Monitoring Program	LF	5213	\$19.00	\$99,047.00	Yes	
72	541690		Paleontological Monitoring Program	LF	700	\$9.00	\$6,300.00	Yes	
73	541690		Suspension of Work - Resources	DAY	5	\$5,645.00	\$28,225.00	Yes	
74	541690		Archaeological and Native American Mitigation and Curation (EOC Type I)	AL	1	\$11,000.00	\$11,000.00	Yes	
75	541690		Paleontological Mitigation and Excavation	CY	70	\$85.00	\$5,950.00	Yes	
76	237310		Protection Post	EA	5	\$5,625.00	\$28,125.00	Yes	
77	237310		Remove and Replace Guardrail and Red Chevron Signs (Per Standard Drawing SDM-130)	LF	35	\$51.00	\$1,785.00	Yes	
78	237110		Mobilization	LS	1	\$293,000.00	\$293,000.00	Yes	
79			Field Orders (EOC Type II)	AL	1	\$134,000.00	\$134,000.00	Yes	
80	237310		Remove and Replace Existing Sidewalk	SF	220	\$16.00	\$3,520.00	Yes	
81	237310		Additional Curb and Gutter Removal and Replacement	LF	75	\$104.00	\$7,800.00	Yes	
82	237310		Cross Gutter	SF	1670	\$26.00	\$43,420.00	Yes	
83	237310		Concrete Driveway (Contiguous)	SF	100	\$54.00	\$5,400.00	Yes	
84	237310		Curb Ramp (Type A) with Stainless Steel Detectable Warning Tiles	EA	6	\$7,805.00	\$46,830.00	Yes	
85	237310		Curb Ramp (Type B) with Stainless Steel Detectable Warning Tiles	EA	2	\$6,694.00	\$13,388.00	Yes	
86	237310		Curb Ramp (Type C1) with Stainless Steel Detectable Warning Tiles	EA	4	\$7,068.00	\$28,272.00	Yes	
87	237310		Curb Ramp (Type C2) with Stainless Steel Detectable Warning Tiles	EA	1	\$11,250.00	\$11,250.00	Yes	
88	237110		Phased Paving	EA	2	\$9,563.00	\$19,126.00	Yes	
89	237110		Abandon and Fill Existing Sewer Main (5 Inch) Outside of the Trench Limit	LF	350	\$40.00	\$14,000.00	Yes	
90	237110		Abandon and Fill Existing Sewer Main (6 Inch) Outside of the Trench Limit	LF	2117	\$40.00	\$84,680.00	Yes	
91	237110		Abandon and Fill Existing Sewer Main (8 Inch) Outside of the Trench Limit	LF	950	\$45.00	\$42,750.00	Yes	
92	237110		Abandon and Fill Existing Sewer Main (15 Inch) Outside of the Trench Limit	LF	270	\$96.00	\$25,920.00	Yes	
93	237110		Abandon Existing Manhole Outside of the Trench Limit	EA	12	\$2,813.00	\$33,756.00	Yes	
94	237110		Additional Bedding	CY	150	\$67.00	\$10,050.00	Yes	
95	237110		Sewer Main (8 Inch)	LF	1676	\$367.00	\$615,092.00	Yes	
96	237110		Sewer Main (8 Inch, SDR-26)	LF	369	\$374.00	\$138,006.00	Yes	
97	237110		Sewer Main (10 Inch)	LF	584	\$410.00	\$239,440.00	Yes	
98	237110		Sewer Main (10 Inch, SDR-26)	LF	340	\$491.00	\$166,940.00	Yes	

Item #	Item Code	Type	Item Description	UOM	QTY	Unit Price	Line Total	Response	Comment
99	237110		Sewer Main (15 Inch)	LF	1269	\$639.00	\$810,891.00	Yes	
100	237110		Sewer Main (15 Inch, SDR-26)	LF	550	\$329.00	\$180,950.00	Yes	
101	237110		Sewer Main Vitrified Clay Pipe (8 Inch, Concrete Encased)	LF	610	\$522.00	\$318,420.00	Yes	
102	237310		Temporary Resurfacing	TON	70	\$240.00	\$16,800.00	Yes	
103	237110		Imported Trench Backfill	TON	870	\$48.00	\$41,760.00	Yes	
104	237110		Manhole (4 ft x 3 ft)	EA	30	\$18,816.00	\$564,480.00	Yes	
105	237110		Manhole (PVC Lined, 5 ft x 3 ft)	EA	3	\$36,002.00	\$108,006.00	Yes	
106	237110		Sewer Lateral and Cleanout (4 Inch, Street)	EA	48	\$3,825.00	\$183,600.00	Yes	
107	237110		Sewer Lateral Connection	EA	8	\$6,043.00	\$48,344.00	Yes	
108	237110		Sewer Lateral with Private Replumbing (4 Inch): 4590 Border Village Rd, San Ysidro, CA 92173	EA	1	\$50,625.00	\$50,625.00	Yes	
109	237110		Sewer Lateral with Private Replumbing (4 Inch): 4550 Border Village Rd, San Ysidro, CA 92173	EA	1	\$42,750.00	\$42,750.00	Yes	
110	237110		Sewer Lateral with Private Replumbing (4 Inch): 4630 Border Village Rd, San Ysidro, CA 92173	EA	1	\$33,750.00	\$33,750.00	Yes	
111	237110		Cleaning and Video Inspection of Existing Pipelines and Culverts	LF	4117	\$4.50	\$18,526.50	Yes	
112	237110		Video Inspection of Pipelines and Culverts for Acceptance	LF	4117	\$4.50	\$18,526.50	Yes	
113	237310		Removal and Replacement of Existing Paint Striping	LS	1	\$37,125.00	\$37,125.00	Yes	
114	238990		Video Recording of Existing Conditions	LS	1	\$2,025.00	\$2,025.00	Yes	
115	237110		Potholing Existing Utilities Not Shown on Plans (Depth upto 7 feet)	EA	10	\$1,614.00	\$16,140.00	Yes	
116	237310		Adjust Existing Manhole Frame and Cover to Grade	EA	5	\$4,346.00	\$21,730.00	Yes	
117	237310		Adjust Existing Survey Monument to Grade	EA	2	\$7,580.00	\$15,160.00	Yes	
118	237110		Rehabilitate Sewer Main (8 Inch)	LF	429	\$55.00	\$23,595.00	Yes	
119	237110		Service Lateral Connection	EA	7	\$5,914.00	\$41,398.00	Yes	
120	237110		Rehabilitate Existing Manhole	EA	2	\$12,000.00	\$24,000.00	Yes	
121	237110		Service Lateral Rehabilitation	EA	6	\$7,000.00	\$42,000.00	Yes	
122	237110		Service Lateral Rehabilitation with Cleanout	EA	1	\$7,500.00	\$7,500.00	Yes	
123	237110		MTS Right of Entry Permit (EOC Type I)	AL	1	\$10,000.00	\$10,000.00	Yes	
124	237310		Traffic Control and Working Drawings	LS	1	\$306,467.00	\$306,467.00	Yes	
125	237310		Flashing Arrow Boards	LS	1	\$9,563.00	\$9,563.00	Yes	
126	238210		Remove and Reinstall Traffic Signs	EA	1	\$1,125.00	\$1,125.00	Yes	
127	237310		Pedestrian Barricade (Type A)	EA	1	\$1,575.00	\$1,575.00	Yes	
128	541330		WPCP Development	LS	1	\$1,575.00	\$1,575.00	Yes	
129	237310		WPCP Implementation	LS	1	\$32,738.00	\$32,738.00	Yes	
Additive Alternate A (Water 18068)							\$214,320.00		
130	237110		Furnished Materials for Contractor High-line Work	LF	3760	\$9.00	\$33,840.00	Yes	
131	237110		High-lining Installation by the Contractor	LF	3760	\$24.00	\$90,240.00	Yes	
132	237110		High-lining Removed by the Contractor	LF	3760	\$24.00	\$90,240.00	Yes	
Additive Alternate B (Water 18068)							\$170,457.00		
133	237110		Cut and Plug by Contractor	EA	8	\$8,192.00	\$65,536.00	Yes	
134	237110		Cut-in Tee by Contractor (8 Inch through 12 Inch)	EA	2	\$15,987.00	\$31,974.00	Yes	
135	237310		Connections to The Existing System by Contractor (8 Inch through 12 Inch)	EA	7	\$10,421.00	\$72,947.00	Yes	
Additive Alternate C (Resurfacing with Cold Mill)							\$879,138.00		
136	237310		Excavate and Export (Scheduled, 10 Inch)	CY	50	\$1,706.00	\$85,300.00	Yes	
137	237310		Excavate and Export (Unscheduled, 10 Inch)	CY	20	\$1,706.00	\$34,120.00	Yes	
138	237310		Class 2 Aggregate Base (Scheduled, 5 Inch)	TON	100	\$209.00	\$20,900.00	Yes	
139	237310		Class 2 Aggregate Base (Unscheduled, 5 Inch)	TON	40	\$209.00	\$8,360.00	Yes	
140	237310		Asphalt Concrete Base (Scheduled, 5 Inch)	TON	100	\$209.00	\$20,900.00	Yes	
141	237310		Asphalt Concrete Base (Unscheduled, 5 Inch)	TON	40	\$315.00	\$12,600.00	Yes	
142	237310		Asphalt Concrete Overlay	TON	2738	\$191.00	\$522,958.00	Yes	
143	237310		Cold Mill AC Pavement (> 1 Inch - 3 Inch)	SF	174000	\$1.00	\$174,000.00	Yes	

Line Item Subtotals

Section Title	Line Total
Main Bid (Water 18068)	\$6,517,180.00
Main Bid (Sewer 18066)	\$5,447,466.00
Additive Alternate A (Water 18068)	\$214,320.00
Additive Alternate B (Water 18068)	\$170,457.00
Additive Alternate C (Resurfacing with Cold Mill)	\$879,138.00
Grand Total	\$13,228,561.00