

# City of San Diego

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

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**FAX NO.:**

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Phone No. (619) 533-3104

P. Melo Rodriguez /E. Dunn /L. I. Russell

## BIDDING DOCUMENTS



**FOR**

## SEWER & AC WATER GROUP 793A



BID NO.: \_\_\_\_\_ **K-24-2273-DBB-3**

SAP NO. (WBS/IO/CC): \_\_\_\_\_ **B-19155, B-19160**

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 14, 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

02/01/2024  
Date

Seal:



  
\_\_\_\_\_  
Registered Engineer

2/1/2024  
Date

Seal:



**SEWER & AC WATER GROUP 793A Plans 41560-14-D, 41560-37-D through 41560-39, 41560-45-D through 41560-47-D and 41560-71-D through 41560-90-D**

  
\_\_\_\_\_  
Registered Engineer

2/1/2024  
Date

Seal:



**SEWER & AC WATER GROUP 793A Plans 41560-50-D through 41560-65-D, and 41560-67-D through 41560-70-D**

## TABLE OF CONTENTS

SECTION	PAGE
1. REQUIRED DOCUMENTS SCHEDULE.....	4
2. NOTICE INVITING BIDS.....	6
3. INSTRUCTIONS TO BIDDERS .....	9
4. PERFORMANCE AND PAYMENT BONDS .....	19
5. ATTACHMENTS:	
A. SCOPE OF WORK.....	22
B. PHASED FUNDING PROVISIONS .....	24
C. EQUAL OPPORTUNITY CONTRACTING PROGRAM .....	28
D. PREVAILING WAGE.....	48
E. SUPPLEMENTARY SPECIAL PROVISIONS.....	53
1. Appendix A - Addendum to Mitigated Negative Declaration .....	107
2. Appendix B - Fire Hydrant Meter Program .....	133
3. Appendix C - Materials Typically Accepted by Certificate of Compliance.....	147
4. Appendix D - Sample City Invoice with Cash Flow Forecast.....	149
5. Appendix E - Location Map .....	152
6. Appendix F - Adjacent Projects Map.....	154
7. Appendix G - Contractor’s Daily Quality Control Inspection Report.....	156
8. Appendix H - Monthly Drinking Water Discharge Monitoring Form.....	159
9. Appendix I - Hazardous Waste Label/Forms .....	162
10. Appendix J - Sample Archaeology Invoice.....	168
11. Appendix K - Paleontological Construction Monitoring Requirements .....	171
12. Appendix L - Sample of Public Notice .....	180
13. Appendix M - Advanced Metering Infrastructure (AMI) Device Protection .....	182
14. Appendix N – Caltrans Permit/MTS ROE.....	189
F. IN-USE OFF-ROAD DIESEL FUELED FLEET REGULATION (OFF-ROAD REGULATION) COMPLIANCE (CARB).....	224
G. CONTRACT AGREEMENT .....	228
6. CERTIFICATIONS AND FORMS.....	231

## 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.	List of Subcontractors for Alternate Items	At Time of Bid	ALL BIDDERS
4.	Mandatory Disclosure of Business Interests	At Time of Bid	ALL BIDDERS
5.	Debarment and Suspension Certification for Prime Contractors	At Time of Bid	ALL BIDDERS
6.	Debarment and Suspension Certification for Subcontractors, Suppliers & Mfgs	At Time of Bid	ALL BIDDERS
7.	Bid Bond (Original)	By 5 PM 1 working day after bid opening	ALL BIDDERS
8.	SLBE Good Faith Effort Documentation	By 5 PM 3 working days after bid opening	ALL BIDDERS
9.	Form AA60 – List of Work Made Available	By 5 PM 3 working days after bid opening with Good Faith Effort (GFE) documentation	ALL BIDDERS
10.	Phased Funding Schedule Agreement	Within 10 working days of the Notice of Intent to Award	AWARDED BIDDER
11.	If the Contractor is a Joint Venture: <ul style="list-style-type: none"> <li>• Joint Venture Agreement</li> <li>• Joint Venture License</li> </ul>	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 **Sewer & AC Water Group 793A** . For additional information refer to Attachment A.
2. **FULL AND OPEN COMPETITION:** This solicitation is subject to full and open competition and may be bid by Contractors on the City's approved Prequalified Contractors List. For information regarding the Contractors Prequalified list visit the City's web site: <http://www.sandiego.gov>.
3. **ESTIMATED CONSTRUCTION COST:** The City's estimated construction cost for this project is **\$13,500,000**.
4. **BID DUE DATE AND TIME ARE: MARCH 14, 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 classifications: **A** or [**C-34** and **C-42**]
7. **SUBCONTRACTING PARTICIPATION PERCENTAGES:** Subcontracting participation percentages apply to this contract.
  - 7.1. The City has incorporated **mandatory** SLBE-ELBE subcontractor participation percentages to enhance competition and maximize subcontracting opportunities. For the purpose of achieving the mandatory subcontractor participation percentages, a recommended breakdown of the SLBE and ELBE subcontractor participation percentages based upon certified SLBE and ELBE firms has also been provided to achieve the mandatory subcontractor participation percentages:

1. SLBE participation	<b>8.9%</b>
2. ELBE participation	<b>13.4%</b>
3. Total mandatory participation	<b>22.3%</b>
  - 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 5 PM 3 Working Days after the Bid opening if the overall mandatory participation percentage is not met.

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

## 8. PRE-BID MEETING:

### 8.1 ONLINE PRE-BID MEETING:

Prospective Bidders are **encouraged** to attend the Pre-Bid Meeting.

The Pre-Bid Meeting will be held on **Thursday, February 15, 2024**, at **10:00 AM (PDT)** at:

## Microsoft Teams meeting

**Join on your computer, mobile app or room device**

[Click here to join the meeting](#)

Meeting ID: 236 928 489 446

Passcode: Da3EjS

[Download Teams](#) | [Join on the web](#)

**Or call in (audio only)**

[+1 945-468-5511,,775225155#](#) United States, Dallas

Phone Conference ID: 775 225 155#

[Find a local number](#) | [Reset PIN](#)

[Learn More](#) | [Meeting options](#)

**Please Note:** You will need to join the meeting with a computer, tablet or smartphone with the **Microsoft Teams** in order to sign in via the Chat feature as attendance at the meeting will be evidenced by the Chat sign-in. The Chat feature will also be used for attendees to ask any questions.

The purpose of the meeting is to discuss the scope of the Project, submittal requirements, and any Equal Opportunity Contracting Program requirements and reporting procedures.

Upon entering the meeting, all attendees must use the chat feature to sign in with the following information: Name of firm, Attendee's name, Phone number and Email address.

## 9. AWARD PROCESS:

**9.1.** 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.

**9.2.** 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.

- 9.3. 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.
- 9.4. The low Bid will be determined by the Base Bid plus all the Alternates.
- 9.5. Once the low Bid has been determined, the City may, at its sole discretion, award the Contract for the Base Bid only or for the Base Bid plus one or more Alternates.

**10. SUBMISSION OF QUESTIONS:**

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

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

- 10.2. Questions received less than 14 days prior to the date for opening of Bids may not be considered.
- 10.3. 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.
- 10.4. 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.

- 11. **PHASED FUNDING:** This contract may be subject to phased funding, for Conditions, see Attachment B.

**12. ADDITIVE/DEDUCTIVE ALTERNATES:**

- 12.1. 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.
- 12.2. 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 on line. City staff may then begin reviewing the submissions for responsiveness, EOCP compliance and other issues. The City may require any Bidder to furnish statement of experience, financial responsibility, technical ability, equipment, and references.
- 2.6. **RECAPITULATION OF THE WORK.** Bids shall not contain any recapitulation of the Work. Conditional Bids may be rejected as being non-responsive. Alternative proposals will not be considered unless called for.

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

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

**2.8. ACCESSIBILITY AND AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE:** To request a copy of this solicitation in an alternative format, contact the Purchasing & Contracting Department, Public Works Division Contract Specialist listed on the cover of this solicitation at least five (5) working days prior to the Bid/Proposal due date to ensure availability.

**3. ELECTRONIC BID SUBMISSIONS CARRY FULL FORCE AND EFFECT:**

**3.1.** The bidder, by submitting its electronic bid, acknowledges that doing so carries the same force and full legal effect as a paper submission with a longhand (wet) signature.

**3.2.** By submitting an electronic bid, the bidder certifies that the bidder has thoroughly examined and understands the entire Contract Documents (which consist of the plans and specifications, drawings, forms, affidavits and the solicitation documents), and that by submitting the eBid as its bid proposal, the bidder acknowledges, agrees to and is bound by the entire Contract Documents, including any addenda issued thereto, and incorporated by reference in the Contract Documents.

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

**3.4.** The Bidder agrees to the construction of the project as described in Attachment "A-Scope of Work" for the City of San Diego, in accordance with the requirements set forth herein for the electronically submitted prices. The Bidder guarantees the Contract Price for a period of 120 days from the date of Bid opening. The duration of the Contract Price guarantee shall be extended by the number of days required for the City to obtain all items necessary to fulfill all conditions precedent.

**4. BIDS ARE PUBLIC RECORDS:** Upon receipt by the City, Bids shall become public records subject to public disclosure. It is the responsibility of the respondent to clearly identify any confidential, proprietary, trade secret or otherwise legally privileged information contained within the Bid. General references to sections of the California Public Records Act (PRA) will not suffice. If the Contractor does not provide applicable case law that clearly establishes that the requested information is exempt from the disclosure requirements of the PRA, the City shall be free to release the information when required in accordance with the PRA,

pursuant to any other applicable law, or by order of any court or government agency, and the Contractor will hold the City harmless for release of this information.

**5. CONTRACTOR REGISTRATION AND ELECTRONIC REPORTING SYSTEM:**

**5.1. Prior** to the Award of the Contract or Task Order, you and your Subcontractors and Suppliers must register with the City’s web-based vendor registration and bid management system. For additional information go to:

<http://www.sandiego.gov/purchasing/bids-contracts/vendorreg>

**5.2.** The City may not award the contract until registration of all subcontractors and suppliers is complete. In the event this requirement is not met within the time frame specified in the Notice of Intent to Award letter, the City reserves the right to rescind the Notice of Award / Intent to Award and to make the award to the next responsive and responsible bidder / proposer

**6. JOINT VENTURE CONTRACTORS:** Provide a copy of the Joint Venture agreement and the Joint Venture license to the City within 14 Calendar Days after receiving the Contract forms.

**7. INSURANCE REQUIREMENTS:**

**7.1.** All certificates of insurance and endorsements required by the contract are to be provided upon issuance of the City’s Notice of Intent to Award letter.

**7.2.** Refer to sections 5-4, “INSURANCE” of the Supplementary Special Provisions (SSP) for the insurance requirements which must be met.

**8. REFERENCE STANDARDS:** Except as otherwise noted or specified, the Work shall be completed in accordance with the following standards:

Title	Edition	Document Number
Standard Specifications for Public Works Construction (“The GREENBOOK”) <a href="http://www.greenbookspecs.org/">http://www.greenbookspecs.org/</a>	2021	ECPI010122-01
City of San Diego Standard Specifications for Public Works Construction (“The WHITEBOOK”)* <a href="https://www.sandiego.gov/ecp/edocref/greenbook">https://www.sandiego.gov/ecp/edocref/greenbook</a>	2021	ECPI010122-02
City of San Diego Standard Drawings* <a href="https://www.sandiego.gov/ecp/edocref/standarddraw">https://www.sandiego.gov/ecp/edocref/standarddraw</a>	2021	ECPI010122-03
Citywide Computer Aided Design and Drafting (CADD) Standards <a href="https://www.sandiego.gov/ecp/edocref/drawings">https://www.sandiego.gov/ecp/edocref/drawings</a>	2018	PWPI010119-04
California Department of Transportation (CALTRANS) Standard Specifications <a href="https://dot.ca.gov/programs/design/july-2023-ccs-standard-plans-and-standard-specifications">https://dot.ca.gov/programs/design/july-2023-ccs-standard-plans-and-standard-specifications</a>	2023	ECPD092023-05

Title	Edition	Document Number
CALTRANS Standard Plans <a href="https://dot.ca.gov/programs/design/july-2023-ccs-standard-plans-and-standard-specifications">https://dot.ca.gov/programs/design/july-2023-ccs-standard-plans-and-standard-specifications</a>	2023	ECPD092023-06
California Manual on Uniform Traffic Control Devices Revision 7 (CA MUTCD Rev 7) <a href="https://dot.ca.gov/programs/safety-programs/camutcd">https://dot.ca.gov/programs/safety-programs/camutcd</a>	2014	ECPD081023-07
<b>NOTE:</b> *Available online under Engineering Documents and References at: <a href="https://www.sandiego.gov/ecp/edocref/">https://www.sandiego.gov/ecp/edocref/</a> *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  
**TWENTY TWO MILLION FIVE HUNDRED TWENTY SEVEN THOUSAND TWO HUNDRED FORTY  
FIVE DOLLARS (\$22,527,245)** for the faithful performance of the annexed contract, and in the  
sum of **TWENTY TWO MILLION FIVE HUNDRED TWENTY SEVEN THOUSAND TWO  
HUNDRED FORTY FIVE DOLLARS (\$22,527,245)** 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

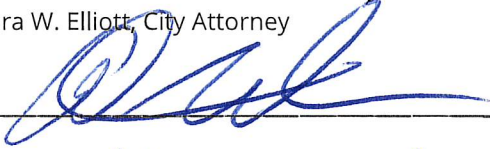
By: 

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

Date: June 24, 2024

APPROVED AS TO FORM

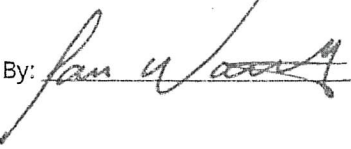
Mara W. Elliott, City Attorney

By: 

Print Name: ADAM WATSON  
Deputy City Attorney

Date: 6/25/24

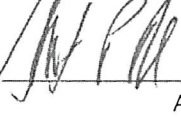
CONTRACTOR: S.C. Valley Engineering, Inc.

By: 

Print Name: Sam Wathen

Date: 4/17/24

SURETY: Western Surety Company

By:   
Attorney-In-Fact

Print Name: Robert P. Dole, Attorney-in-Fact

Date: April 15, 2024

P.O. Box 400, Bonita, CA 91908  
Local Address of Surety

(619) 475-5200  
Local Phone Number of Surety

\$117,098.00  
Premium

30171625  
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 15, 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)

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



Place Notary Seal Above

## 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: \_\_\_\_\_

RIGHT THUMBPRINT  
OF SIGNER

Top of thumb here

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: \_\_\_\_\_

RIGHT THUMBPRINT  
OF SIGNER

Top of thumb here

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

**CALIFORNIA ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

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

State of California }  
County of San Diego }  
On April 23, 2024 before me, Carrie Wathen, Notary Public  
Date Here Insert Name and Title of the Officer  
personally appeared Samuel Wathen  
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Place Notary Seal and/or Stamp Above

Signature [Handwritten Signature]  
Signature of Notary Public

**OPTIONAL**

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

**Description of Attached Document**  
Title or Type of Document: \_\_\_\_\_  
Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_  
Signer(s) Other Than Named Above: \_\_\_\_\_  
**Capacity(ies) Claimed by Signer(s)**  
Signer's Name: \_\_\_\_\_ Signer's Name: \_\_\_\_\_  
 Corporate Officer – Title(s): \_\_\_\_\_  Corporate Officer – Title(s): \_\_\_\_\_  
 Partner –  Limited  General  Partner –  Limited  General  
 Individual  Attorney in Fact  Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  Other: \_\_\_\_\_  
Signer is Representing: \_\_\_\_\_ Signer is Representing: \_\_\_\_\_

# 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

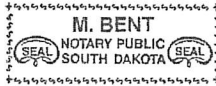
Larry Kasten, Vice President

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 15 day of April, 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 27<sup>th</sup> 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](http://www.cnasurety.com) > Owner / Oblige Services > Validate Bond Coverage, if you want to verify bond authenticity.

## ATTACHMENTS



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

## **SCOPE OF WORK**

- 1. SCOPE OF WORK:** Construction of Sewer & AC Water Group 793A consists of the installation of 12,768 linear feet of 8" and 10" Sewer Mains and all associated Sewer Laterals, Manholes, Mainline Cleanouts and Replumbs. This Work also includes the installation of 5,817 linear feet of 6", 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.

  - 1.1.** The Work shall be performed in accordance with:

    - 1.1.1.** The Notice Inviting Bids and Plans numbered **41560-01-D** through **41560-90-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 **550 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-24-2273-DBB-3

**CONTRACT OR TASK TITLE:** Sewer & AC Water Group 793A

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

Funding Phase	Phase Description	Phase Start	Phase Finish	Not-to-Exceed Amount
1	<p>Installation of <b>3991</b> LF (.75 miles) of 8" and 10" 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. (Sheet 41560-3-D TO Sheet 41560-9-D)</p> <p>Installation of <b>1261</b> LF (.25miles) of 6", 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 41560-30-D TO Sheet 41560-32-D)</p>	NTP	1/31/2025	<p><b><u>\$4,158,728.09</u></b> <b>(Sewer)</b></p> <p><b>\$2,548,397.15</b> <b>(Water)</b></p> <p><i>Phase 1 Total</i> <b>\$6,707,125.24</b></p>
2	<p>Installation of <b>8728</b> LF (1.65 miles) of 8" and 10" 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. (Sheet 41560-10-D TO Sheet 41560-13-D) (Sheet 41560-15-D TO Sheet 41560-29-D)</p>	2/1/2025	2/28/2026	<p><b>\$6,686,391.01</b> <b>(Sewer)</b></p>

	<p>Installation of <b>1883</b> LF (.36 miles) of 6", 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 41560-33-D to Sheet 41560-36-D)</p> <p>Additive Alternate D – Pavement Resurfacing (Paving Alternate is paid by Transportation Department)</p>			<p><b>\$2,368,680.83</b> <b>(Water)</b></p> <p><b>\$893,756.00</b> <b>(TD Paving)</b></p> <p><i>Phase 2 Total</i> <b>\$9,948,827.84</b></p>
3	<p>Installation of <b>60</b> LF (.011 miles) of 8" and 10" 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. (Sheet 41560-14-D)</p> <p>Installation of <b>2607</b> LF (.49 miles) of 6", 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 41560-37-D to Sheet 41560-39-D)</p> <p>Additive Alternate D – Pavement Resurfacing (Paving Alternate is paid by Transportation Department)</p>	3/1/2026	NOC	<p><b>\$793,195.50</b> <b>(Sewer)</b></p> <p><b>\$4,184,340.42</b> <b>(Water)</b></p> <p><b>\$893,756.00</b> <b>(TD Paving)</b></p> <p><i>Phase 3 Total</i> <b>\$5,871,291.92</b></p>

	<b>Contract Total</b>	Ph 1 = <b>\$6,707,125.24</b>
		Ph 2 = <b>\$9,948,827.84</b>
		Ph 3 = <b>\$5,871,291.92</b>
		Total = <b>\$22,527,245.00</b>

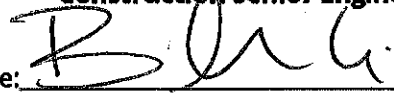
**Notes:**

- 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: Dino Ciafre-Garay

**Construction Senior Engineer**

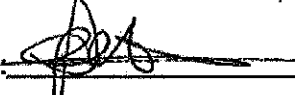
Signature: 

Date: 4/26/24

**CONTRACTOR**

PRINT NAME: KEVIN PRESCOTT

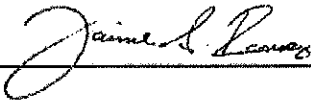
Title: PROJECT MANAGER

Signature: 

Date: 4/26-24

PRINT NAME: Jaime Ramos

**Design Senior Engineer**

Signature: 

Date: 04/25/2024

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

## **EQUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP)**

### **SECTION B - SLBE-ELBE SUBCONTRACTING REQUIREMENTS**

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

#### **A. GENERAL.**

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

## B.

### DEFINITIONS.

1. The following definitions shall be used in conjunction with these specifications:

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

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

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

defined business enterprise for which purpose they combine their capital, efforts, skills, knowledge, or property. Joint ventures shall be established by written agreement to qualify for this program.

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

**C. SUBCONTRACTOR PARTICIPATION.**

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

supplies, articles, or equipment required under the Contract and of the general character described by the specifications.

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

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

**D. SLBE-ELBE SUBCONTRACTOR PARTICIPATION PERCENTAGES.**

- 1. Contracts valued at \$1,500,000 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/slbegeinst.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>

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**ATTACHMENT D**  
**PREVAILING WAGE**

## PREVAILING WAGE

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

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

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

**1.12. Exemptions for Small Projects.** There are limited exemptions for installation, alteration, demolition, or repair work done on projects of \$25,000 or less. The Contractor shall still comply with Labor Code sections 1720 et. seq. The only recognized exemptions are listed below:

**1.12.1.** Registration. The Contractor will not be required to register with the DIR for small projects. (Labor Code section 1771.1).

**1.12.2.** Certified Payroll Records. The records required in Labor Code section 1776 shall be required to be kept and submitted to the City of San Diego, but will not be required to be submitted online with the DIR directly. The Contractor will need to keep those records for at least three years following the completion of the Contract. (Labor Code section 1771.4).

**1.12.3.** List of all Subcontractors. The Contractor shall not be required to hire only registered subcontractors and is exempt from submitting the list of all subcontractors that is required in section 1.11. above. (Labor code section 1773.3).



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

## **SUPPLEMENTARY SPECIAL PROVISIONS**

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

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

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

**1-2 TERMS AND DEFINITIONS.** To the "WHITEBOOK":

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

<b>Holiday</b>	<b>Observed On</b>
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.

**MTS Working Hours:** Within MTS operating limits, non-trolley operating hours, working hours shall be **12:00 AM to 4:00 AM, Monday through Friday**, as specified on the Traffic Control Permits. Night work shall be included in the contract price, no additional payment shall be made for night work.

**CALTRANS Working Hours:** Working Hours shall be **8:30 AM to 3:30 PM and 9:00 PM to 5:00 AM, Monday through Friday**, as specified on the Traffic Control Permits. Night work shall be included in the contract price, no additional payment shall be made for night work.

### **SECTION 2 - SCOPE OF THE WORK**

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

2. The Contractor will obtain the following permits:
  - a) MTS Right of Entry Permit

- b) CalTrans Encroachment Permit

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

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

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

2. The payment for applying and obtaining the Caltrans Encroachment Permit shall be included in the Allowance Bid item for "**Caltrans Encroachment Permit Submittal**" and shall include preparing plans and addressing Caltrans comments.
3. The payment for applying and obtaining the MTS Right of Entry Permit shall be included in the Allowance Bid item for "**MTS Right of Entry Permit**" and shall include the detailed narrative work plan to MTS and addressing MTS comments.

**ADD:  
2-2.4**

**Railroad Right of Entry Requirements.**

1. The Contractor shall obtain a Right of Entry Permit from the Railroad prior to entering or constructing on property owned by the Railroad. The Contractor shall abide by the terms of the Right of Entry Permit. The terms of the Right of Entry Permit will govern if there are any conflicts with these contract special provisions. Information on obtaining a Right of Entry Permit can be obtained at <http://www.sdmts.com/business-center-permits/right-entry> or contacting MTS Right of Way Services Tel (619) 557-4501, E-mail: [mtsrow@sdmts.com](mailto:mtsrow@sdmts.com).
2. When applying for the permit, the Contractor shall provide a detailed narrative work plan to MTS when applying for a right of entry permit. Details shall include equipment dimensions, equipment positions relative to track, material stockpiling locations, working hours, phasing details, impacts to MTS, and coordination/mitigation during each phase.

**ADD:  
2-3.1**

**MTS Right of Way.**

1. Contractor is required to provide written notice a minimum of five (5) days prior to beginning work. The Contractor (all parties who will be working within MTS/SDA&E right of way) is required to complete the MTS Rail Safety Training Certification prior to entering MTS right of way. For training

information, e-mail [RWST@SDMTS.COM](mailto:RWST@SDMTS.COM) . Training must be completed no more than one year in advance of entry to MTS right of way.

2. Contractor is required to provide a construction schedule prior to the start of work, and regularly throughout the project as work affecting MTS changes.
3. When working with MTS operating limits, Contractor shall not place equipment stabilizers or outriggers on tracks, nor shall steel tracked equipment be driven over tracks.
4. Track settlement monitoring will be required in all areas where excavation is being done parallel to the tracks. Monitoring points must be established on both rails of each track at 10' intervals along the length of the excavation. See the MTS Jack and Bore Construction Notes for the required monitoring frequencies and maximum allowable settlement limits on the project Plans and MTS provisions identified in the link below:

[https://www.sdmts.com/sites/default/files/attachments/mts\\_jack\\_and\\_bore\\_construction\\_notes.pdf](https://www.sdmts.com/sites/default/files/attachments/mts_jack_and_bore_construction_notes.pdf).

Track settlement monitoring shall be paid for by the Contractor under Bid items **"Water Main (12 Inch w/ 24" Casing)"** and **"Water Main (12 Inch w/ 24" Casing) by Jacking (STA 9+50 to STA 9+83)"**.

### SECTION 3 – CONTROL OF THE WORK

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

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

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

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

**3-9 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) Geotechnical Investigation dated February 23, 2021, prepared by Atlas Technical Consultants LLC.
  - b) Coring Report for AC Water Group 793A B-19155(S), B-19160(W), dated October 3, 2019, prepared by the City of San Diego.
  - c) Pothole Report for TO#2 Sewer & AC Group 793A dated June 28, 2023, prepared by C Below Subsurface Imaging An RMA Company.

6. The reports listed above are available for review at the following link:

[https://drive.google.com/drive/folders/1Xj7We4jnj3P5latlUH7Ksgs3VOKQdUTS?usp=drive\\_link](https://drive.google.com/drive/folders/1Xj7We4jnj3P5latlUH7Ksgs3VOKQdUTS?usp=drive_link)

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

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

**3-10.1 General.**

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

**3-10.2 Survey Services Provided by City.**

1. Unless otherwise noted, monument perpetuation, including mark-outs, will be performed by the City. Coordination of these services will be your duty, through the Resident Engineer. If, at any time, an existing survey monument is, or will be, destroyed or disturbed during the course of construction you shall notify the Resident Engineer so that the monument is preserved or perpetuated in accordance with state law.
2. The following surveying services, as defined in Cal. Bus. & Prof. Code §8726, shall be provided by the City:
  - a) Locating or establishing a minimum of 4 project geodetic survey control points that provide horizontal and vertical reference values for site feature and structure layout reference locations.
  - b) Locating, establishing, or reestablishing project site boundary lines, survey monuments, right-of-way lines, or easement lines.
  - c) Locating or establishing building design structure locations (building corners or envelope limits) sufficient for structure construction.

**3-10.3 Payment.**

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

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

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

**3-12.8.3 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 of this project. See **Appendix F - Adjacent Projects Map** for the approximate location. Coordinate the Work with the adjacent projects as listed below:
  - a) Sewer & AC Water Group 794, B16041/B00395, Resident Engineer: Eric Pinard 619-533-3627
  - b) Water Group Job 952 B11048, Resident Engineer: Ahmed Al Ghalley 619-533-7523
  - c) Sewer & AC Water Group 793 B00394/B15070, Resident Engineer: Yazin Kako 858-495-4735

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

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

11. You shall submit your list of proposed substitutions for an "equal" item **no later than 5 Working Days after the issuance of the Notice of Intent to Award** and on the City's Product Submittal Form available at:

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

## SECTION 5 – LEGAL RELATIONS AND RESPONSIBILITIES

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

**5-4 INSURANCE.**

1. The insurance provisions herein shall not be construed to limit your indemnity and defense duties set forth in the Contract.

**5-4.1 Policies and Procedures.**

1. You shall procure the insurance described below, at your sole cost and expense, to provide coverage against claims for loss including injuries to persons or damage to property, which may arise out of or in connection with the performance of the Work by you, your agents, representatives, officers, employees or Subcontractors.
2. Insurance coverage for property damage resulting from your operations is on a replacement cost valuation. The market value will not be accepted.
3. You shall maintain this insurance as required by this Contract and at all times thereafter when you are correcting, removing, or replacing Work in accordance with this Contract. Your duties under the Contract, including your indemnity obligations, are not limited to the insurance coverage required by this Contract.
4. If you maintain broader coverage or higher limits than the minimums shown below, City requires and shall be entitled to the broader coverage or the higher limits maintained by you. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City.
5. Your payment for insurance shall be included in the Contract Price you bid. You are not entitled to any additional payment from the City to cover your insurance, unless the City specifically agrees to payment in writing. Do not begin any Work under this Contract or allow any Subcontractors to begin work, until you have provided, and the City has approved, all required insurance.
6. Policies of insurance shall provide that the City is entitled<sup>330</sup> 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.

## SECTION 6 – PROSECUTION AND PROGRESS OF THE WORK

**6-1.1 Construction Schedule.** To the “WHITEBOOK”, ADD the following:

3. Refer to the Sample City Invoice materials in **Appendix D – Sample City Invoice with Cash Flow Forecast** and use the format shown.

**6-2.1 Moratoriums.** To the “WHITEBOOK”, ADD the following:

4. Do not Work in the areas where there is currently a moratorium issued by the City. The areas subject to moratorium are listed below:
  - a) **Paving Moratorium** from **July 8, 2021** to **July 8, 2024, Market St from 20<sup>th</sup> Street to 24<sup>th</sup> Street** (inclusive).

**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 an **Addendum to Mitigated Negative Declaration** for **Sewer and Water Group 793A**, Project No. **677813**, as referenced in the Contract Appendix. You shall comply with all requirements of the **Addendum to Mitigated Negative Declaration**, as set forth in **Appendix A**.
2. Compliance with the City’s environmental document shall be included in the Contract Price, unless separate bid items have been provided.

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

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

**6-6.2.2 Paleontological Monitoring Program.** To the “WHITEBOOK”, ADD the following:

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

**6-9**

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

- 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.

<b>Contract Value</b>	<b>Liquidated Damages Daily Amount</b>
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
\$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:

- The Unit Price for Bid item "**Water Main (12 Inch w/ 24" Casing)**" shall include, and not be limited to, trench excavation, installation of steel casing, casing spacers, all wyes, tee, bends, and couplings, removal of interfering portions of existing pipelines, disposal of excess excavation, control of surface waters, preparation of subgrade, placing and joining pipe, erection and removal of forms, geotechnical instrumentation for monitoring settlement of tracks, pressure testing, disinfection sample collection and delivery, backfilling the trench, pavement restoration including influence area, and all other work necessary to install the pipe or conduit, complete-in-place.

2. The Unit Price for Bid item **“Water Main (12 Inch w/ 24" Casing) by Jacking (STA 9+50 to STA 9+83)”** shall include, and not be limited to, jacking, tunneling, tunnel shielding, tunnel lining, installing necessary utilities for trenchless operation, backfill, lagging, constructing pits, placement of pits, excavation, dewatering, grouting, backfill, removing obstructions, and restoration, control of surface waters, preparation of subgrade, placing and joining pipe, erection and removal of forms, geotechnical instrumentation for monitoring settlement of tracks, pressure testing, disinfection sample collection and delivery, backfilling the trench, pavement restoration including influence area of the launching and receiving pits, and all other work necessary to install the pipe or conduit, complete-in-place.
3. The Unit Price for Bid item **“Railroad Tracks to be removed by MTS”** shall include, and not be limited to, providing equipment, saw cutting, removing obstructions, and restoration of subgrade to be completed by MTS or MTS-specified Contractor.
4. The Unit Price for Bid item **“MTS Flagging”** shall include, and not be limited to, coordinating with MTS, and providing MTS flagging persons and flagging signs as required by MTS for work within their operating limits.
5. The Unit Price for Bid item **“Roadway Worker Safety Training”** shall include, and not be limited to, Contractor conducting MTS safety training programs, as specified by MTS, for work within their operating limits.
6. The Unit Price for Bid item **“Traction Power Shutdown”** shall include, and not be limited to, the cost incurred to MTS in the event a traction power shutdown of the MTS rail line within the project limits is required as a result of a Contractor-led event.

**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**

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

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

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

**SECTION 209 – PRESSURE PIPE**

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

1. PVC products, specifically type C900 and C905, as manufactured or distributed by J-M Manufacturing Company or JM Eagle shall not be used on the Contract for pressurized pipe.
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 appendices 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 an Appendix to the Contract Documents.
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 appendices 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 appendices 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". "General" Preliminary quantities are identified in the Contract appendix 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 appendices 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 Top Soil 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 an Appendix to the Contract Documents. 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.**

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.

1. Prior to the commencement of the Work, you shall meet with the Engineer and determine the limits of the pavement to be replaced.
2. Existing pavement shall be removed in accordance with SECTION 404 – COLD MILLING, and as shown on the Plans.
3. 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 (2 inch)", unless separate Bid items have been provided. The following shall be included in the payment for "Asphalt Concrete Overlay (2 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 Mill AC Pavement (2-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".

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

4. The payment for "Relocate Existing Traffic Signal Pull Box" shall include:
  - a) Removing the existing traffic signal pull box
  - b) Furnish and install new traffic signal #6 pull box
  - c) Any new conduit runs and wiring

**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: Market St from 19<sup>th</sup> St to 20<sup>th</sup> St
  - b) Phase II: 21<sup>st</sup> St from Market St to K St
  - c) Phase III: 24<sup>th</sup> St from G St to L St and Island Ave from 22<sup>nd</sup> St to 24<sup>th</sup> St
  - d) Phase IV: Commercial Ave from 19<sup>th</sup> St to past 24<sup>th</sup> St

**306-1.2 Phase Paving.** To the "WHITEBOOK", ADD the following:

6. Paving phases shall be in accordance with the areas of Highlined phases associated on Sheet 41560-40-D (Work By City Forces).



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

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

**306-4 SHORING AND BRACING.**

4. When installing pipelines and casings with MTS operating limits, shoring designed to withstand E80 loading per the MTS Excavation Support Systems Requirements and shoring calculations per the requirements must be submitted to MTS for review. In limited circumstances, MTS may permit shoring to only withstand LRT loading on the nearest track. If this design approach is used, provide clear explanation of why and where it will be used. This type of shoring will only be permitted for one track at a time.
5. When installing pipelines and casings within MTS operating limits, at no time may an unshored excavation be permitted to exist within the track live load influence zone while trolleys or freight trains are operating. Covering open trenches with steel plates during the day is insufficient; Contractor must either backfill and compact trenches at the end of each working night, or install trench shoring to remain in place while trolleys and trains are operating. Backfill within the track live load influence zone must be compacted to at least 95% relative compaction.

**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.

**306-8.8.4.1 Water Services.**

2. For installation of 1" water services under tracks via open trench within MTS operating limits, Contractor shall provide means and methods for specific procedures. Specifically, the removal of a single tie per track to enable trenching, and subsequent tie and ballast replacement by an MTS-authorized track contractor must be included.

**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", 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.

**ADD:  
306-19**

**STEEL CASING.**

**306-19.1 Casing Pipe.**

1. Casing pipe shall meet requirements for pipe class, size, and thickness as specified in the latest versions of AREMA Manual for Railway Engineering, Metropolitan Transit System's Standard Construction Notes, and the Contract Documents for pipes installed parallel to and across active rail lines.

**306-19.2 Annular Space between Casing and Soil.**

1. Backfill Concrete or grouting Working Drawings and Methods Statement:
  - a) Design details for termination and intermediate bulkheads, means and methods for end seal installation and construction, including means to remove all trapped groundwater in the annular space.
  - b) Patterns and details for staging, sequencing, performing, and monitoring the backfilling operation. For each stage of placement operation, include the means and methods for advancing concrete/grout pipes, placement of injection holes, grout ports, collecting and disposing of excess and waste material, collecting, and disposing of water resulting from operations.
  - c) Layout and description of equipment and facilities including:
    - i. Supply equipment.
    - ii. Agitators or holding tanks.
    - iii. Mixers.
    - iv. Pumps.
    - v. Delivery piping and manifolds.
    - vi. Hookup details including valves, packers, and gauges.
  - d) Means and methods for:
    - i. Proportioning and mixing in the field.
    - ii. Measuring injection pressure, quantity, and injection rate.
    - iii. Maintaining injection pressure below specified limits.
    - iv. Sequencing, staging of the work and establishing basis and threshold values for modifying mixes.
    - v. Concrete/grout placement setup, staging and procedures to ensure no voids are left behind.

- vi. Furnishing, preparing, and plugging or patching injection holes
- e) Single or Multiple stages/lifts
- f) Estimated volume of material to be placed each lift/stage and verification in the field.
- g) Corrective actions when voids or leakage are found in the backfill concrete.

**306-19.3 Backfill Concrete.**

1. Prior to placing backfill concrete, build bulkheads at intermediate locations and install casing pipe end seals at the pit/shaft locations.
2. Discharge end of the grout/slickline pipes shall always be embedded inside freshly discharged concrete.
3. Backfill grouting shall progress from the low end to the high end of the casing pipe filling the entire void.
4. Apply safe grouting pressure per manufacturer's recommendations and per approved by the City.
5. Sloping joint for concrete placement in multiple lifts is acceptable as long as the advancing toe of the backfill concrete is always terminated at the end seal or any intermediate bulkheads.
6. Employ the necessary means to ensure equal quantity of grout is placed on either side of the carrier pipe so as to avoid unbalanced loading.
7. As soon as the following events occur, suspend grouting operations and notify the INSPECTOR immediately:
  - a) A service connection becomes loose.
  - b) A joint or bulkhead fails.
  - c) Grout flow, injection pressures, etcetera, deviate from approved submittals; and
  - d) Leakage at pipe joint and at bulkhead; and
  - e) Pipe floatation
  - f) The Contractor shall meet with the Engineer as soon as practical after each grout placement and before the placement of the next reach of annular grout to discuss corrective measures or improvements in design or procedures.

8. To ensure backfill grouting is completed, and no unfilled voids are left behind, the City will perform an inspection which will include opening of unhooked grout ports along the carrier pipe at a frequency of 1 per every 100 feet of installed pipe; where
  - a) No voids are to be found; and
  - b) No continuously leakage of water.
9. Unsatisfied performance will require remedial grouting or other corrective actions. Remedial grouting shall include installation of additional grout pipes from the shaft portal or through grout ports along the carrier pipe.
10. Perform field testing and inspection to demonstrate electrical continuity of the steel casing before and after placement of backfill concrete.

**306-19.4 Casing Spacers.**

1. Longitudinal separation between spacers, when installed on the assembled carrier pipe, shall not exceed the lesser of 8 feet or carrier pipe manufacturer's recommendation, and shall be placed within 2 feet on each side of the coupling or joint. Provide a minimum of 3 casing spacers per pipe length.
2. Design with a minimum factor of safety of 2.0 against all construction loads.
3. Casing spacers shall be designed without a riser at crown (12 o'clock) and a leg at invert (6 o'clock) and shall be symmetrical about the vertical axis.
4. Runner (legs) shall be made with low sliding friction material such as Ultra High Molecular Weight (UHMW) to allow long distance installation.
5. Casing spacers shall provide cathodic isolation of the carrier pipe from the steel casing pipe.
6. Casing spacers shall be non-conductive and sized for the carrier pipe to be installed within the specified line and grade tolerances.
7. Casing spacers shall be designed and installed to facilitate installation of carrier pipes and to ensure backfill concrete completely between the casing pipe and the carrier pipe.
8. Casing spacers shall incorporate the routing of the fiber optic conduits.
9. Casing spacers shall not deform or become damaged from the heat of hydration of the backfill.
10. Casing spacers shall not damage the carrier pipe.
11. Casing spacers shall not be made of wood or wood skids.
12. Casing spacers shall be adjustable in height to allow for grade correction.

### 306-19.5 Submittals.

Submit the following:

1. Working Drawings: Cross sections and profile drawings indicating relative arrangement of and dimensioned clearances between the as surveyed locations of the casing pipe, the proposed carrier pipe, casing spacers/supports, concrete/grout pipes, grout ports, termination and intermediate bulkheads, and other equipment and materials used in the performance of the work.
2. Carrier/Product Pipe Shop Drawings and Methods Statements:
  - a) Manufacturer's written recommendations for shipping, handling, installing the carrier/product pipe, cathodic protection, and backfill grouting.
  - b) Carrier pipe for tunneling application, including any design modifications made and special details for the pipe barrel, joints, and accessories necessary for underground installation.
  - c) Methods and procedures for installing carrier pipe inside the casing pipe to comply with the line and grade requirements and to meet the tolerances and minimum clearances specified herein. Submit the design of the casing spacers confirming how the pipe will meet grade, and pipe transporting equipment.
  - d) Methods and procedures for installing carrier/product pipe inside the casing pipe without any damaging spacers to the carrier pipe.
  - e) Certification from carrier/product pipe manufacturer stating that the pipes and joints are designed or protected to withstand heat of hydration from backfill grouting, and loads from installation and backfill grouting, without damage. Define maximum allowable injection grouting pressure.
  - f) Methods for cleaning and clearing casing pipe of all obstructions, foreign materials, and water leakage before and during carrier pipe installation.
  - g) Methods for preventing carrier/product pipes from rotating during installation and floating within the casing pipe during backfill grouting.
  - h) Methods of performing field testing for final acceptance of the product pipe(s).
3. Casing Spacers/Support Shop Drawings, Calculations, and Method Statement:
  - a) Manufacturer's technical literature and written assembly instructions.

- b) Calculations stamped and signed by the pipe spacer/support manufacturer's or your design engineer demonstrating the spacers are designed to withstand thrust force and frictional forces during carrier/product pipe installation, buoyancy, backfill grouting pressure, heat of hydration, and construction loads, and have no adverse effect on the pipe.
  - c) Calculations stamped and signed by the designer of the carrier/product pipe manufacturer that the pipe and joint are designed to withstand the maximum thrust force and construction misalignment during carrier pipe installation.
  - d) Shop drawings showing pipe spacer/support spacing, dimensions, configurations, joints, accessories, and details.
4. Provide manufacturer's technical information and written recommendations for all materials incorporated into the work.
5. Backfill Concrete or grouting Working Drawings and Methods Statement:
- a) Design details for termination and intermediate bulkheads, means and methods for end seal installation and construction, including means to remove all trapped groundwater in the annular space.
  - b) Patterns and details for staging, sequencing, performing, and monitoring the backfilling operation. For each stage of placement operation, include the means and methods for advancing concrete/grout pipes, placement of injection holes, grout ports, collecting and disposing of excess and waste material, collecting, and disposing of water resulting from operations.
6. Layout and description of equipment and facilities including:
- a) Supply equipment.
  - b) Agitators or holding tanks.
  - c) Mixers.
  - d) Pumps.
  - e) Delivery piping and manifolds.
  - f) Hookup details including valves, packers, and gauges.
7. Means and methods for:
- a) Proportioning and mixing in the field.
  - b) Measuring injection pressure, quantity, and injection rate.
  - c) Maintaining injection pressure below specified limits.

- d) Sequencing, staging of the work and establishing basis and threshold values for modifying mixes.
  - e) Concrete/grout placement setup, staging and procedures to ensure no voids are left behind.
  - f) Furnishing, preparing, and plugging or patching injection holes.
  - g) Single or Multiple stages/lifts.
  - h) Estimated volume of material to be placed each lift/stage and verification in the field.
  - i) Corrective actions when voids or leakage are found in the backfill concrete.
8. Final line and grade of the installed carrier pipe, including video inspection per "Whitebook" 306-18.
  9. Qualifications and experience records for the following:
    - a) Your design engineer.
    - b) Superintendent in charge of carrier pipe installation.
    - c) Backfill installer.
    - d) Testing Laboratory.
  10. Daily production records submitted no later than the beginning of the following workday.
    - a) Carrier/product pipe installation records shall list footage of carrier/product pipes installed, joint testing results, line and grade, and maximum installation load.
    - b) Records of concrete placement including volume placed, grout pipe installation schedule, stationing of placement, injection locations, maximum injection pressure, time of placement, concrete test results as required herein, and designation of cylinder samples prepared that day.
  11. Measures to resolve problems caused by out-of-tolerance casing pipe.
  12. Provide minimum five workdays advance notification of meeting date and time for any preconstruction meeting.

### **SECTION 307 – JACKING AND TUNNELING**

**307-1 JACKING OPERATIONS.** 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. 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"

**307-1.7 Payment.** To the "WHITEBOOK", ADD the following:

- 2. 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.
- 3. See **307-1 JACKING OPERATIONS** for permanent resurfacing requirements.

**307-2.1 General.** To the "GREENBOOK", DELETE in its entirety and SUBSTITUTE with the following:

The trenchless pipeline construction shall be constructed per the following:

- 1. Define the location, depth and configuration of the launching and receiving shafts at the crossings; and the traffic management plans for the proposed construction. Provide details of the proposed design(s) and submit the work plans and design calculations to the City for approval.
- 2. Submit proposed work plan, construction sequence, schedule, design calculations and details of the work to the Engineer for approval.

**307-2.2 Submittals.**

Submit the following:

- 1. Working Drawings: Cross sections and profile drawings indicating relative arrangement of and dimensioned clearances between the as surveyed locations of the casing pipe, the proposed carrier pipe, casing spacers/supports, concrete/grout pipes, grout ports, termination and

intermediate bulkheads, and other equipment and materials used in the performance of the work.

2. Carrier/Product Pipe Shop Drawings and Methods Statements:

- a) Manufacturer's written recommendations for shipping, handling, installing the carrier/product pipe, cathodic protection, and backfill grouting.
- b) Carrier pipe for tunneling application, including any design modifications made and special details for the pipe barrel, joints, and accessories necessary for underground installation.
- c) Methods and procedures for installing carrier pipe inside the casing pipe to comply with the line and grade requirements and to meet the tolerances and minimum clearances specified herein. Submit the design of the casing spacers confirming how the pipe will meet grade, and pipe transporting equipment.
- d) Methods and procedures for installing carrier/product pipe inside the casing pipe without any damaging spacers to the carrier pipe.
- e) Certification from carrier/product pipe manufacturer stating that the pipes and joints are designed or protected to withstand heat of hydration from backfill grouting, and loads from installation and backfill grouting, without damage. Define maximum allowable injection grouting pressure.
- f) Methods for cleaning and clearing casing pipe of all obstructions, foreign materials, and water leakage before and during carrier pipe installation.
- g) Methods for preventing carrier/product pipes from rotating during installation and floating within the casing pipe during backfill grouting.
- h) Methods of performing field testing for final acceptance of the product pipe(s).

3. Casing Spacers/Support Shop Drawings, Calculations, and Method Statement:

- a) Manufacturer's technical literature and written assembly instructions.
- b) Calculations stamped and signed by the pipe spacer/support manufacturer's or your design engineer demonstrating the spacers are designed to withstand thrust force and frictional forces during carrier/product pipe installation, buoyancy, backfill grouting pressure, heat of hydration, and construction loads, and have no adverse effect on the pipe.

- c) Calculations stamped and signed by the designer of the carrier/product pipe manufacturer that the pipe and joint are designed to withstand the maximum thrust force and construction misalignment during carrier pipe installation.
  - d) Shop drawings showing pipe spacer/support spacing, dimensions, configurations, joints, accessories, and details.
- 4. Provide manufacturer's technical information and written recommendations for all materials incorporated into the work.
- 5. Backfill Concrete or grouting Working Drawings and Methods Statement:
  - a) Design details for termination and intermediate bulkheads, means and methods for end seal installation and construction, including means to remove all trapped groundwater in the annular space.
  - b) Patterns and details for staging, sequencing, performing, and monitoring the backfilling operation. For each stage of placement operation, include the means and methods for advancing concrete/grout pipes, placement of injection holes, grout ports, collecting and disposing of excess and waste material, collecting, and disposing of water resulting from operations.
- 6. Layout and description of equipment and facilities including:
  - a) Supply equipment.
  - b) Agitators or holding tanks.
  - c) Mixers.
  - d) Pumps.
  - e) Delivery piping and manifolds.
  - f) Hookup details including valves, packers, and gauges.
- 7. Means and methods for:
  - a) Proportioning and mixing in the field.
  - b) Measuring injection pressure, quantity, and injection rate.
  - c) Maintaining injection pressure below specified limits.
  - d) Sequencing, staging of the work and establishing basis and threshold values for modifying mixes.
  - e) Concrete/grout placement setup, staging and procedures to ensure no voids are left behind.
  - f) Furnishing, preparing, and plugging or patching injection holes.

- g) Single or Multiple stages/lifts.
  - h) Estimated volume of material to be placed each lift/stage and verification in the field.
  - i) Corrective actions when voids or leakage are found in the backfill concrete.
8. Final line and grade of the installed carrier pipe, including video inspection per "Whitebook" 306-18.
  9. Qualifications and experience records for the following:
    - a) Your design engineer.
    - b) Superintendent in charge of carrier pipe installation.
    - c) Backfill installer.
    - d) Testing Laboratory.
  10. Daily production records submitted no later than the beginning of the following workday.
    - a) Carrier/product pipe installation records shall list footage of carrier/product pipes installed, joint testing results, line and grade, and maximum installation load.
    - b) Records of concrete placement including volume placed, grout pipe installation schedule, stationing of placement, injection locations, maximum injection pressure, time of placement, concrete test results as required herein, and designation of cylinder samples prepared that day.
  11. Measures to resolve problems caused by out-of-tolerance casing pipe.
  12. Provide minimum five workdays advance notification of meeting date and time for any preconstruction meeting.

**ADD:  
307-3**

**CASING SPACERS.**

1. Longitudinal separation between spacers, when installed on the assembled carrier pipe, shall not exceed the lesser of 8 feet or carrier pipe manufacturer's recommendation, and shall be placed within 2 feet on each side of the coupling or joint. Provide a minimum of 3 casing spacers per pipe length.
2. Design with a minimum factor of safety of 2.0 against all construction loads.
3. Casing spacers shall be designed without a riser at crown (12 o'clock) and a leg at invert (6 o'clock) and shall be symmetrical about the vertical axis.
4. Runner (legs) shall be made with low sliding friction material such as Ultra High Molecular Weight (UHMW) to allow long distance installation.

5. Casing spacers shall provide cathodic isolation of the carrier pipe from the steel casing pipe.
6. Casing spacers shall be non-conductive and sized for the carrier pipe to be installed within the specified line and grade tolerances.
7. Casing spacers shall be designed and installed to facilitate installation of carrier pipes and to ensure backfill concrete completely fills the void space between the casing pipe and the carrier pipe.
8. Casing spacers shall incorporate the routing of the fiber optic conduits.
9. Casing spacers shall not deform or become damaged from the heat of hydration of the backfill.
10. Casing spacers shall not damage the carrier pipe.
11. Casing spacers shall not be made of wood or wood skids.
12. Casing spacers shall be adjustable in height to allow for grade correction.

**ADD:  
307-4**

**LAUNCHNG AND RECEIVING PITS.**

**307-4.1**

**Design Criteria.**

1. Develop site specific designs for the support of all shafts and pits as required during the Work. These criteria are intended to serve as guides and are the minimum acceptable considerations.
2. Utilize excavation support systems compatible with the geological conditions indicated in the Geotechnical Report.
3. If soldier pile and lagging system is proposed, the design shall comply with the latest AASHTO LRFD Bridge Design Specification, and shall also take into account, as a minimum, the earth and hydrostatic loads; construction loads such as the maximum anticipated jacking forces and surcharge; ground treatment, stresses imposed during handling and installation; necessary space required for permanent structures; methods to provide groundwater controls inside the pit/shaft; surcharge from traffic and construction loads, protection of adjacent facilities, and other construction operations.
4. Design shall be in accordance with minimum criteria and information for design described in the Geotechnical Report.
5. Carry bottom of shoring to a depth below main excavation adequate to prevent lateral movement and to obtain adequate vertical support. In areas where additional excavation is required below main excavation subgrade, prevent movement of main excavation supports.
6. Exact locations, configurations and dimensions of the pits and shafts are to be determined by you. Locate and size pits and shafts to conform within the

limitations as indicated on the Drawings and traffic management plans, and to accommodate the selected means and methods for performing the work and construction of permanent structures.

7. Monitor and protect in-place surface and subsurface facilities as indicated or located within a 1V:1H (vertical to horizontal) influence line measured upward and outward from the invert of the shaft excavated perimeter until the shaft is completely backfilled.
8. You shall perform remedial measures to control the groundwater inflows and to properly dispose all the water collected.

**307-4.2 Submittals.**

1. Develop site specific designs for the support of all shafts and pits as required during the Work. These criteria are intended to serve as guides and are the minimum acceptable considerations.
2. Submit the following:
  - a) Name and qualifications of Excavation Support System installer including prior experience for installing the proposed type of shoring support system in similar ground conditions.
  - b) Qualifications of the Professional engineer(s) designing the excavation support systems and the dewatering system(s).
  - c) All proposed changes to shaft/pit location, size, configuration or work site boundaries.
3. Submit the following items signed and stamped by your professional engineer(s) meeting the qualifications specified herein:
  - a) Narrative method statements:
    - i. Shoring method(s) and application at the proposed shaft locations.
    - ii. Means and methods of shoring installation and excavation of material inside the shafts in overburden soils and in the Conglomerate.
    - iii. Design of the starter wall, break-in and break-out, dewatering system(s), canopy support, details and procedures.
    - iv. Monitoring program for shaft wall deflection, groundwater leakage and ground movements.

- v. Description of excavation support system removal, backfilling, and sequencing.
- b) Dimensioned and scaled Working Drawings:
- i. Site plan at each pit/shaft, excavation dimensions, configurations, site grading, and site development details for the excavation and work areas, and the proposed limits of disturbance with considerations of other site constraints, protection of existing facilities, utilities treatment and traffic management details described in the Contract Documents.
  - ii. Where permanent structures are specified or indicated, show excavation support systems relative to the permanent facilities.
  - iii. Details for excavation support system, such as shoring, bracing, stabilization, installation tolerances, protection of the excavation, special support requirements for starter wall, thrust blocks, penetrations, mud slab and drainage stone layer, if applicable.
  - iv. Design and details of the pre-excavation support at the break-in/break-out
    - v. Details of shaft arrangement including access, supports, starter wall, entry and exit rings, and water control designs.
    - vi. Details of types, quantities, and locations of materials and equipment required at each work site.
    - vii. Dewatering systems, including general arrangement, depths, procedures to be used, methods of installing dewatering and observation wells, sumps, weep holes, pumping equipment, standby power supply, water treatment system, storage, provisions for sampling, testing and access, and point of discharge.
  - viii. All surcharge loads and any restrictions on surcharge capacity, including live loads, shall be clearly shown on the Working Drawings.
  - ix. Exact length, type and location of any welding required. Listing only total length of weld required at a particular connection is not acceptable.
  - x. Provide structural connection between all components of the shoring system provided.
- c) Design calculations:
- i. Design criteria, loading conditions, design of all structural elements, groundwater controls, global stability analyses, and

- the design of connections (welds, plates, bolts, etc.) and for thrust blocks.
      - ii. Calculations demonstrating that the anticipated ground movements are below the levels specified by MTS.
    - d) Estimated quantity of infiltration into the excavation, method for measuring inflows, and discharge facilities. Calculations demonstrating the adequacy of the dewatering system(s) in controlling the groundwater seepage. Other submittal on dewatering plan as required by City Supplement (White Book) Section 3-12.8.
    - e) Detail contingency measures for
      - i. Shaft wall instability during tunnel break-in or break-out.
      - ii. Unacceptable water inflows through the shaft wall during a tunnel break-in or break-out.
      - iii. Wall deformations exceed the values specified herein during excavation of the material inside the shaft. Include remedial steps to be utilized to arrest movement, and reinforce or improve the wall, such that excavation may continue.
- 4. Materials handling and disposal:
  - a) Details of materials handling, stockpiling and hauling for excavated materials.
  - b) Do not stockpile excavated materials near or over existing facilities, adjacent property, or completed Work, if weight of stockpiled material could induce excessive settlement.
  - c) Methods and locations of disposal of excavation spoils and wasted slurry. Provide sufficient details to the City to evaluate the adequacy and compliance of the CONTRACTOR's methods of disposal with the specifications, including all related environmental permits, and all applicable laws, rules and regulations.
  - d) Reuse of excavation spoils. The California Water Code and Titles 23 and 27 of the California Code of Regulations (CCR) dictate that soil with detectable concentrations of hazardous substances or petroleum hydrocarbons above interpreted background levels are considered to be "waste" following excavation. Any waste that is not suitable for reuse at a given property is required to be transported to an appropriate waste management facility and be treated, stored, or disposed in accordance with applicable local, State, and Federal regulations. Relative to the contaminants of concern anticipated to be encountered during the course of the project, petroleum hydrocarbon impacted soil (at any concentration) will not be allowed



to be reused on-Site (within trenches or other excavations) and will only be allowed to be disposed of at licensed, regulated landfill and/or recycling facilities. Petroleum impacted soils cannot be reused on-site per the San Diego Regional Water Quality Control Board (SD-RWQCB) unless proved by analytical test methods to have no detectable levels of such contaminants or a Waste Discharge Permit (WDR) is issued for the site. Only soils with no detectable levels of contaminants can potentially be reused on site.

- e) Indicate locations of truck cleaning stations and methods of ensuring that haul trucks are clean and that no spillage of dry or wet excavated material from haul trucks occurs on the streets.
- 5. All submittals described herein for the two crossings shall be prepared and stamped by a professional engineer registered in the State of California.
  - 6. Perform the pit and tunneling work per Cal-OSHA requirements and permit conditions of the tunnel classification.
  - 7. Quality Assurance
    - a) The installer of the excavation support systems shall have a record of success with similar projects (i.e., shafts at least 30 ft deep with groundwater at least 20 ft above the shaft invert), and a demonstrated ability and capacity to perform the Work to the satisfaction of the City. The tunneling work will have to be performed by a tunneling (sub)contractor that has prior similar working experience.
    - b) All design work to be performed under this specification shall be prepared, signed and stamped by a Civil or Structural Engineer registered in the State of California who has experience in the design and construction of the same type of excavation support systems and groundwater controls proposed by you. Your engineer shall maintain involvement and responsibility from design through installation, performance, and abandonment or removal of excavation support and other relevant systems and shall re-certify the design every 90 days after a site visit until the abandonment or removal of the excavation support systems.
    - c) Submit certification letter from the tunneling contractor to confirm that they have reviewed and agreed to the design and construction details of the launching and receiving pits and that any tunneling related issues have been adequately addressed by you.
    - d) All welding performed in the field shall be done by skilled welders, welding operators, and tackers who have had adequate experience in the method of materials to be used. Welders shall be qualified under

the provisions of ANSI/AWS D1.1 not more than 6 months prior to commencing work on the project. Machines and electrodes similar to those used in the WORK shall be used in qualification tests.

- e) Submit copies of all documentation, MSDS sheets, releases, and permits required herein and necessary to complete the Work.

**307-4.3 Execution.**

1. Protect, relocate or abandon existing structures, utilities, vegetation and facilities per Contract requirements before commencing pit/shaft construction.
2. Protect pavements, sidewalks, adjacent structures and other facilities from spillage of excavated material, spoils, slurry, wastewater and concrete.
3. Protect water quality and prevent or reduce the potential for pollution associated with stormwater runoff into adjacent properties or water drainage system. Develop and implement a water pollution control program per requirements in City Supplement (White Book) Section 1001.
4. Do not begin pit/shaft excavation and construction until all submittals have been reviewed and accepted by the ENGINEER.
5. Install excavation support systems in accordance with approved Working Drawings.
6. If settlement or deflections of supports, excessive groundwater leakage or pit/shaft bottom instability indicates the support system requires modifications, you shall immediately take necessary mitigation measures to avoid damaging adjacent facilities or creating an unsafe condition. After the situation is stabilized, you shall change the shoring as necessary to prevent further non-compliance performance.
7. Re-design and resubmit revised working drawings and design calculations for City's approval. Any changes made to correct the unacceptable conditions shall be paid for by you.
8. Minimize over excavation in overburden soils and in Conglomerate. Over-excavation and backfill beyond the dimensions of the neat line as indicated at each of the shaft shall be included in the bid price.

**ADD:  
307-5 CASING PIPE.**

**307-5.1 Casing Pipe.**

1. Casing pipe shall meet requirements for pipe class, size, and thickness as specified in the latest versions of AREMA Manual for Railway Engineering,

Metropolitan Transit System's Standard Construction Notes, and the Contract Documents for pipes installed parallel to and across active rail lines.

**307-5.2 Annular Space between Casing and Soil.**

1. Backfill Concrete or grouting Working Drawings and Methods Statement:
  - a) Design details for termination and intermediate bulkheads, means and methods for end seal installation and construction, including means to remove all trapped groundwater in the annular space.
  - b) Patterns and details for staging, sequencing, performing, and monitoring the backfilling operation. For each stage of placement operation, include the means and methods for advancing concrete/grout pipes, placement of injection holes, grout ports, collecting and disposing of excess and waste material, collecting, and disposing of water resulting from operations.
  - c) Layout and description of equipment and facilities including:
    - i. Supply equipment.
    - ii. Agitators or holding tanks.
    - iii. Mixers.
    - iv. Pumps.
    - v. Delivery piping and manifolds.
    - vi. Hookup details including valves, packers, and gauges.
  - d) Means and methods for:
    - i. Proportioning and mixing in the field.
    - ii. Measuring injection pressure, quantity, and injection rate.
    - iii. Maintaining injection pressure below specified limits.
    - iv. Sequencing, staging of the work and establishing basis and threshold values for modifying mixes.
    - v. Concrete/grout placement setup, staging and procedures to ensure no voids are left behind.
    - vi. Furnishing, preparing, and plugging or patching injection holes
  - e) Single or Multiple stages/lifts.
  - f) Estimated volume of material to be placed each lift/stage and verification in the field.
  - g) Corrective actions when voids or leakage are found in the backfill concrete.

### 307-5.3

#### Backfill Concrete.

1. Prior to placing backfill concrete, build bulkheads at intermediate locations and install casing pipe end seals at the pit/shaft locations.
2. Discharge end of the grout/slickline pipes shall always be embedded inside freshly discharged concrete.
3. Backfill grouting shall progress from the low end to the high end of the casing pipe filling the entire void.
4. Apply safe grouting pressure per manufacturer's recommendations and per approved by the City.
5. Sloping joint for concrete placement in multiple lifts is acceptable as long as the advancing toe of the backfill concrete is always terminated at the end seal or any intermediate bulkheads.
6. Employ the necessary means to ensure equal quantity of grout is placed on either side of the carrier pipe so as to avoid unbalanced loading.
7. As soon as the following events occur, suspend grouting operations and notify the INSPECTOR immediately:
  - a) A service connection becomes loose.
  - b) A joint or bulkhead fails.
  - c) Grout flow, injection pressures, etcetera, deviate from approved submittals; and
  - d) Leakage at pipe joint and at bulkhead; and
  - e) Pipe floatation
  - f) The Contractor shall meet with the Engineer as soon as practical after each grout placement and before the placement of the next reach of annular grout to discuss corrective measures or improvements in design or procedures.
8. To ensure backfill grouting is completed, and no unfilled voids are left behind, the City will perform an inspection which will include opening of unhooked grout ports along the carrier pipe at a frequency of 1 per every 100 feet of installed pipe; where
  - a) No voids are to be found; and
  - b) No continuously leakage of water.
9. Unsatisfied performance will require remedial grouting or other corrective actions. Remedial grouting shall include installation of additional grout pipes from the shaft portal or through grout ports along the carrier pipe.

10. Perform field testing and inspection to demonstrate electrical continuity of the steel casing before and after placement of backfill concrete

### **SECTION 308 - MICROTUNNELING**

**308-1 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. 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"

**308-10 RESTORATION OF SURFACE IMPROVEMENTS.** To the "GREENBOOK", DELETE in its entirety and SUBSTITUTE with the following:

See Section **308-1 General** for permanent resurfacing requirements.

**308-12 PAYMENT.** To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

1. The payment for microtunneling, including casing, carrier pipes, and surface improvement restoration, shall be included in the Bid item for "**Sewer Main by Microtunneling with Steel Casing**".

### **SECTION 315 - HORIZONTAL DIRECTIONAL DRILLING**

**315-1 GENERAL.** To the "WHITEBOOK", ADD the following:

2. 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"

**315-14 MEASUREMENT AND PAYMENT.** To the "WHITEBOOK", ADD the following:

- 3. See Section **315-1 GENERAL** for permanent resurfacing requirements.

### **SECTION 316 – PIPE BURSTING**

**316-1 GENERAL.** To the "WHITEBOOK", ADD the following:

- 2. 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"

**316-9 MEASUREMENT AND PAYMENT.** To the "WHITEBOOK", ADD the following:

- 3. See Section **316-1 GENERAL** for permanent resurfacing requirements.

### **SECTION 317 – PIPE FUSION**

**317-1 PIPE FUSION FOR SEWER MAINS.** To the "WHITEBOOK", 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. 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"

**317-1.10 Payment.** To the "WHITEBOOK", ADD the following:

- 3. See Section **317-1 PIPE FUSION FOR SEWER MAINS** for permanent resurfacing requirements.

**317-2.12 Payment.** To the "WHITEBOOK", ADD the following:

- 3. See Section **317-1 PIPE FUSION FOR SEWER MAINS** 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" 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"

**500-4.7 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 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.

To the "WHITEBOOK", ADD the following:

8. The Contractor shall connect to an existing conduit run for traffic signal pull box relocations. The Contractor may install a pull-box into an existing conduit run where feasible.
9. All new traffic signal conduit shall be 3 inch minimum.

**700-4.3**

To the "WHITEBOOK", ADD the following:

5. The APS installation should be a 2-wire system and include a central control unit, monitoring unit, and pedestrian stations (push buttons) with signs.
6. All existing 3CSC shall be replaced with new. No splicing into existing conductor cables shall be allowed.

**700-4.5**

To the "WHITEBOOK", ADD the following:

1. Pedestrian push buttons shall be Polara Navigator or approved equal.

**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.

**PAYMENT.** To the "WHITEBOOK", ADD the following:

6. The payment for "**Furnish and Install Pedestrian Push Button on Existing Pole**" shall include:
  - a. Removing the existing Pedestrian push button
  - b. Furnish and install one (1) APS Pedestrian Push Button
  - c. Any programming for the Pedestrian Push Button
  - d. Remove existing Pedestrian Push Button wiring
  - e. Furnish and Install 1-3CSC for APS Pedestrian Push Button
7. The payment for "**Furnish and Install Single Pedestrian Push Button on New Post and Foundation**" shall include:
  - a. Removing the existing Pedestrian push button

- b. Furnish and install one (1) APS Pedestrian Push Button
  - c. The pole, foundation, and base plate
  - d. The conduit from the adjacent pull box into the pole foundation
  - e. Remove existing Pedestrian Push Button wiring from corresponding pole
  - f. Furnish and Install 1-3CSC for APS Pedestrian Push Button
  - g. Any programming for the Pedestrian Push Button
8. The payment for **“Furnish and Install Two Pedestrian Push Buttons on New Post and Foundation”** shall include:
- a. Removing the existing Pedestrian push buttons
  - b. Furnish and Install two (2) APS Pedestrian Push Buttons
  - c. The pole, foundation, and base plate
  - d. The conduit from the adjacent pull box into the pole foundation
  - e. Remove existing Pedestrian Push Button wiring from corresponding pole
  - f. Furnish and Install 2-3CSC for APS Pedestrian Push Buttons
  - g. Any programming for the Pedestrian Push Button
9. The payment for **“Furnish and Install LED Countdown Pedestrian Heads and Hardware”** shall include:
- a. Removing the existing pedestrian signal heads and mounting
  - b. Furnish and Install two (2) LED countdown pedestrian signal heads and housing on SP-2-T Mounting on existing pole.
  - c. Any programming for the pedestrian signal head

### **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:

- 1. 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 caps, and other spot repairs in the vicinity of the disturbed area at each restored connection shall be included in the square foot Bid Item for "**Pavement Restoration for Final Connection**". Asphalt overlay Work shall be paid for under separate Bid items.

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

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

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

**SUPPLEMENTARY SPECIAL PROVISIONS**

**APPENDICES**

**APPENDIX A**

**ADDENDUM TO MITIGATED NEGATIVE DECLARATION**



THE CITY OF SAN DIEGO

## ADDENDUM

Project No. 677813  
Addendum to MND No. 255100  
SCH No. 2011091045

**SUBJECT:** **Sewer and Water Group 793A:** The project proposes the abandonment of 297 linear feet of sewer main and the replacement of 12,303 linear feet of existing 6-inch and 8-inch vitrified clay (VC) and concrete pipe (CP) sewer mains with 8-inch and 10-inch polyvinyl chloride (PVC) sewer mains. Additionally, 323 sewer laterals would be reconnected to the new sewer pipelines, two of which are located on private property. The project also includes the replacement of 5,300 linear feet of 8-inch asbestos cement (AC) water mains with 6-inch, 8-inch and 12-inch PVC water mains. Additionally, 71 water services would be reconnected to the new water pipelines and 10 fire hydrants and 5 fire services would be replaced. The project would also include the installation of 14 new manholes, curb ramps, alley aprons and cross gutters, laterals, cleanouts, water services, slurry seal, street resurfacing and striping. The project would also remove two street trees to accommodate the curb ramps. Sewer replumbing would occur within private property, and replumb agreements would be obtained and signed. 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**

Sewer and Water Group 793A project is part of the City's on-going Sewer Main and Water Main Replacement Program. The existing sewer and water 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 and water main systems up to current design standards.

The project proposes the abandonment of 297 linear feet of sewer main and the replacement of 12,303 linear feet of existing 6-inch and 8-inch vitrified clay (VC) and concrete pipe (CP) sewer mains with 8-inch and 10-inch polyvinyl chloride (PVC) sewer mains. Additionally, 323 sewer laterals would be reconnected to the new sewer pipelines, two of which are located on private property. The project also includes the replacement of 5,300 linear feet of 8-inch asbestos cement (AC) water mains with 6-inch, 8-inch and 12-inch PVC water mains. Additionally, 71 water services would be reconnected to the new water pipelines and 10 fire hydrants and 5 fire services would be replaced. The project would also include the installation of 14 new manholes, curb ramps, alley aprons and cross gutters, laterals, cleanouts, water services, slurry seal, street resurfacing and striping. The project would also remove two street trees to accommodate the curb ramps.

Trenches would be approximately three feet in width and would not exceed 15 feet in depth. Construction methods would include open trenching, tunneling, and pipeline abandonment. During the construction phase of the project, it is estimated that work hours would be between 8:30 a.m. and 3:30 p.m., Monday through Friday. The contractor would comply with the requirements in the Standard Specifications for Public Works Construction. Construction materials would be stored in the related streets and alleys as the work progresses.

The project would comply with the requirements 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 Southeastern San Diego Planning Area. Surrounding land uses include existing residential, institutional, 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: 19th Street between G Street and Island Avenue; 20th Street between G Street and J Street; 21st Street between G Street and K Street; 22nd Street between G Street and Market Street, and J Street to K Street; 24th Street between G Street and L Street; 25th Street between J Street and L Street; G Street between 22nd Street and 24th Street; an unnamed alley between G Street and Market Street from 24th Street to 25th Street; Market Street between 19th Street and 20th Street, and 22nd Street and 24th Street; an unnamed alley

between Market Street and Island Avenue from 24<sup>th</sup> Street and 25<sup>th</sup> Street; an unnamed alley between Island Avenue and J Street from 24<sup>th</sup> Street to 25<sup>th</sup> Street; an unnamed alley between J Street and K Street from 24<sup>th</sup> Street to 25<sup>th</sup> Street; K Street from 22<sup>nd</sup> Street to an unnamed alley between 25<sup>th</sup> Street and 26<sup>th</sup> Street; and an unnamed alley between K Street and L Street from 24<sup>th</sup> Street to 25<sup>th</sup> Street.

#### **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 located on the City's Historical Resources Sensitivity Map. An Archaeological Resources Report was prepared for the Sewer & AC Water Group Job 793 (PTS No. 663265) of which, the project is a part of. A total of 603 cultural resources have been documented within a one-mile radius, 11 within the project area. It was identified there is a high potential for project grading to impact known prehistoric resources. 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 VI 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 located within the Sherman Heights Historic District (HRB Site #208) and Grant Hill Park Historic District (HRB # 217). Therefore, the project was reviewed by qualified historical staff to determine whether the project would have an adverse effect on the historical district. It was determined the project is consistent with the Sherman Heights and Grant Hill Park Historical District Design Criteria and Guidelines and the U.S. Secretary of the Interior's Standards. 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 public right-of-way. 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. Therefore, no impacts would occur as a result of the project and no mitigation is required.

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 information, the project would require and 10,322 cubic yards of cut with a maximum cut depth of 15 feet.

A MMRP, as detailed within Section VI 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. 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 (CSVSR). The CSVSR's shall be faxed by the CM to the RE the first day of monitoring, the last day of monitoring, monthly (**Notification of Monitoring Completion**), and in the case of ANY discoveries. The RE shall forward copies to MMC.

#### B. Discovery Notification Process

1. In the event of a discovery, the Archaeological Monitor shall direct the contractor to temporarily divert all soil disturbing activities, including but not limited to digging, trenching, excavating or grading activities in the area of discovery and in the area reasonably suspected to overlay adjacent resources and immediately notify the RE or BI, as appropriate.
2. The Monitor shall immediately notify the PI (unless Monitor is the PI) of the discovery.
3. The PI shall immediately notify MMC by phone of the discovery, and shall also submit written documentation to MMC within 24 hours by fax or email with photos of the resource in context, if possible.

4. No soil shall be exported off-site until a determination can be made regarding the significance of the resource specifically if Native American resources are encountered.

C. Determination of Significance

1. The PI and Native American consultant/monitor, where Native American resources are discovered shall evaluate the significance of the resource. If Human Remains are involved, follow protocol in Section IV below.

- a. The PI shall immediately notify MMC by phone to discuss significance determination and shall also submit a letter to MMC indicating whether additional mitigation is required.
- b. If the resource is significant, the PI shall submit an Archaeological Data Recovery Program (ADRP) and obtain written approval of the program from MMC, CM and RE. ADRP and any mitigation must be approved by MMC, RE and/or CM before ground disturbing activities in the area of discovery will be allowed to resume.  
**Note: If a unique archaeological site is also an historical resource as defined in CEQA Section 15064.5, then the limits on the amount(s) that a project applicant may be required to pay to cover mitigation costs as indicated in CEQA Section 21083.2 shall not apply.**

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

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

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

(2) Note, for Pipeline Trenching and other linear projects in the public Right-of-Way, if significance 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 CSV and submit to MMC via fax by 8AM of the next business day.
  - b. Discoveries  
All discoveries shall be processed and documented using the existing procedures detailed in Sections III - During Construction, and IV – Discovery of Human Remains. Discovery of human remains shall always be treated as a significant discovery.

- c. Potentially Significant Discoveries  
If the PI determines that a potentially significant discovery has been made, the procedures detailed under Section III - During Construction and IV-Discovery of Human Remains shall be followed.
  - d. The PI shall immediately contact the RE and MMC, or by 8AM of the next business day to report and discuss the findings as indicated in Section III-B, unless other specific arrangements have been made.
- B. If night and/or weekend work becomes necessary during the course of construction
- 1. The Construction Manager shall notify the RE, or BI, as appropriate, a minimum of 24 hours before the work is to begin.
  - 2. The RE, or BI, as appropriate, shall notify MMC immediately.
- C. All other procedures described above shall apply, as appropriate.

## VI. Post Construction

- A. Submittal of Draft Monitoring Report
- 1. The PI shall submit two copies of the Draft Monitoring Report (even if negative), prepared in accordance with the Historical Resources Guidelines (Appendix C/D) which describes the results, analysis, and conclusions of all phases of the Archaeological Monitoring Program (with appropriate graphics) to MMC via the RE for review and approval within 90 days following the completion of monitoring. **It should be noted that if the PI is unable to submit the Draft Monitoring Report within the allotted 90-day timeframe as a result of delays with analysis, special study results or other complex issues, a schedule shall be submitted to MMC establishing agreed due dates and the provision for submittal of monthly status reports until this measure can be met.**
    - a. For significant archaeological resources encountered during monitoring, the Archaeological Data Recovery Program or Pipeline Trenching Discovery Process shall be included in the Draft Monitoring Report.
    - b. Recording Sites with State of California Department of Parks and Recreation  
The PI shall be responsible for recording (on the appropriate State of California Department of Park and Recreation forms-DPR 523 A/B) any significant or potentially significant resources encountered during the Archaeological Monitoring Program in accordance with the City's Historical Resources Guidelines, and submittal of such forms to the South Coastal Information Center with the Final Monitoring Report.
  - 2. MMC shall return the Draft Monitoring Report to the PI via the RE for revision or, for preparation of the Final Report.

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

B. Handling of Artifacts

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

C. Curation of artifacts: Accession Agreement and Acceptance Verification

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

D. Final Monitoring Report(s)

1. The PI shall submit one copy of the approved Final Monitoring Report to the RE or BI as appropriate, and one copy to MMC (even if negative), within 90 days after notification from MMC of the approved report.



2. The RE shall, in no case, issue the Notice of Completion until receiving a copy of the approved Final Monitoring Report from MMC which includes the Acceptance Verification from the curation institution.

### **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 (CSVSR). The CSVSR's shall be faxed by the CM to the RE the first day of monitoring, the last day of monitoring, monthly (**Notification of Monitoring Completion**), and in the case of ANY discoveries. The RE shall forward copies to MMC.

#### B. Discovery Notification Process

1. In the event of a discovery, the 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>.



\_\_\_\_\_  
Elizabeth Shearer-Nguyen  
Senior Planner  
Development Services Department

September 16, 2021  
Date of Final Report

Analyst: M. Dresser

Attachments:

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

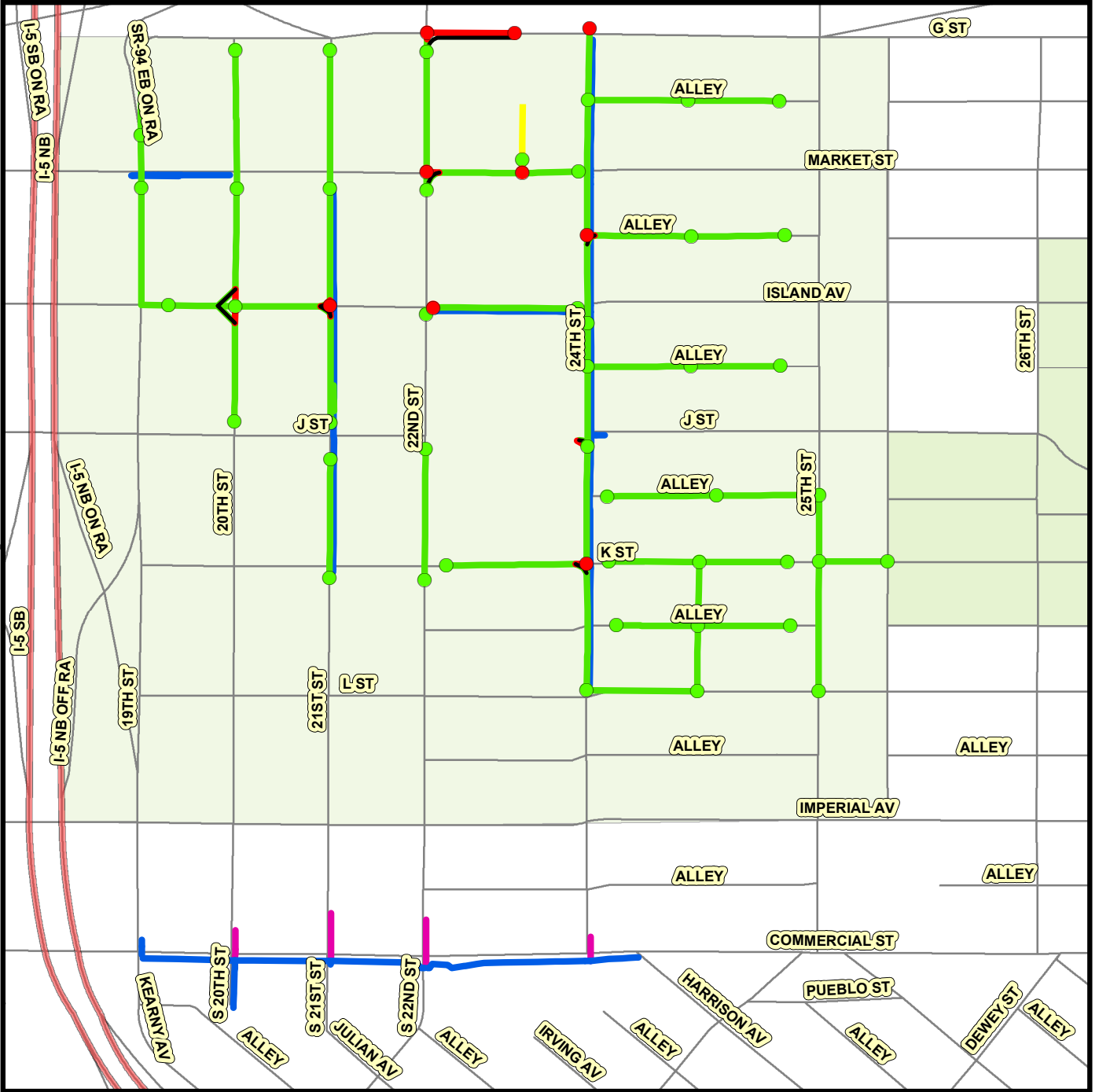
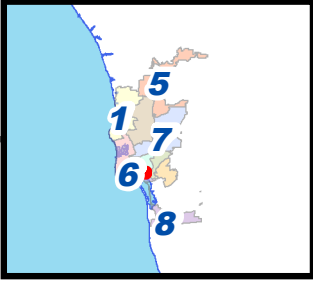
### Sewer and AC Water Group 793A

SENIOR ENGINEER  
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- New Proposed Manhole
- Proposed Manhole Replacement
- Proposed Sewer Replacement
- Proposed Water Replacement
- Abandon Sewer
- Abandon Water
- Rehab Sewer
- Historical\_Districts
- New Sewer



COMMUNITY NAME: Southeastern San Diego COUNCIL DISTRICT: 8

Date: May 28th, 2021



SAP ID: B19155(S) \ B19160 (W)

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

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

1. **PURPOSE**

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

2. **AUTHORITY**

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

**Reference**

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

3. **DEFINITIONS**

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

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

- 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.

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

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.

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

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.

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

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

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

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

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

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



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

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

b) **Floating Meters:** Floating Meters are meters that are not mounted to a vehicle. **(Note: All floating meters shall have an approved backflow assembly attached.)** The customer shall submit an application and a letter explaining the need for a floating meter to the Meter Shop. The Fire Hydrant Meter Administrator, after a thorough review of the needs of the customer, (i.e. number of jobsites per day, City contract work, lack of mounting area on work vehicle, etc.), may issue a floating meter. At the time of issue, it will be necessary for the customer to complete and sign the "Floating Fire Hydrant Meter Agreement" which states the following:

- 1) The meter will be brought to the Meter Shop at 2797 Caminito Chollas, San Diego on the third week of each month for the monthly read by Meter Shop personnel.
- 2) Every other month the meter will be read and the backflow will be tested. This date will be determined by the start date of the agreement.

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

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

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

7. **FEE AND DEPOSIT SCHEDULES**

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

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

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

- 8.1 Use of water from any fire hydrant without a properly issued and installed fire hydrant meter is theft of City property. Customers who use water for unauthorized purposes or without a City of San Diego issued meter will be prosecuted.
- 8.2 If any unauthorized connection, disconnection or relocation of a fire hydrant meter, or other connection device is made by anyone other than authorized Water Department personnel, the person making the connection will be prosecuted for a violation of San Diego Municipal Code, Section 67.15. In the case of a second offense, the customer's fire hydrant meter shall be confiscated and/or the deposit will be forfeited.
- 8.3 Unauthorized water use shall be billed to the responsible party. Water use charges shall be based on meter readings, or estimates when meter readings are not available.
- 8.4 In case of unauthorized water use, the customer shall be billed for all applicable charges as if proper authorization for the water use had been obtained, including but not limited to bi-monthly service charges, installation charges and removal charges.

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

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

**Water Department Director**

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

#### APPENDIX

**Administering Division:** Customer Support Division

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

**Distribution:** DI Manual Holders



# Application for Fire Hydrant Meter (EXHIBIT A)

(For Office Use Only)

NS REQ	FAC#
DATE	BY

METER SHOP (619) 527-7449

## Meter Information

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

Fire Hydrant Location: (Attach Detailed Map//Thomas Bros. Map Location or Construction drawing.) 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>			

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

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

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

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

**Note:**

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

Date

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

Subject:           Discontinuation of Fire Hydrant Meter Service

Dear Water Department Customer:

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

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

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

Sincerely,

Water Department

**APPENDIX C**

**MATERIALS TYPICALLY ACCEPTED BY CERTIFICATE OF COMPLIANCE**

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

1. Soil amendment
2. Fiber mulch
3. PVC or PE pipe up to 16 inch diameter
4. Stabilizing emulsion
5. Lime
6. Preformed elastomeric joint seal
7. Plain and fabric reinforced elastomeric bearing pads
8. Steel reinforced elastomeric bearing pads
9. Waterstops (Special Condition)
10. Epoxy coated bar reinforcement
11. Plain and reinforcing steel
12. Structural steel
13. Structural timber and lumber
14. Treated timber and lumber
15. Lumber and timber
16. Aluminum pipe and aluminum pipe arch
17. Corrugated steel pipe and corrugated steel pipe arch
18. Structural metal plate pipe arches and pipe arches
19. Perforated steel pipe
20. Aluminum underdrain pipe
21. Aluminum or steel entrance tapers, pipe downdrains, reducers, coupling bands and slip joints
22. Metal target plates
23. Paint (traffic striping)
24. Conductors
25. Painting of electrical equipment
26. Electrical components
27. Engineering fabric
28. Portland Cement
29. PCC admixtures
30. Minor concrete, asphalt
31. Asphalt (oil)
32. Liquid asphalt emulsion
33. Epoxy



**APPENDIX D**

**SAMPLE CITY INVOICE WITH CASH FLOW FORECAST**



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

## Construction Cash Flow Forecast

"Sewer and Water Group Job 965 (W)"

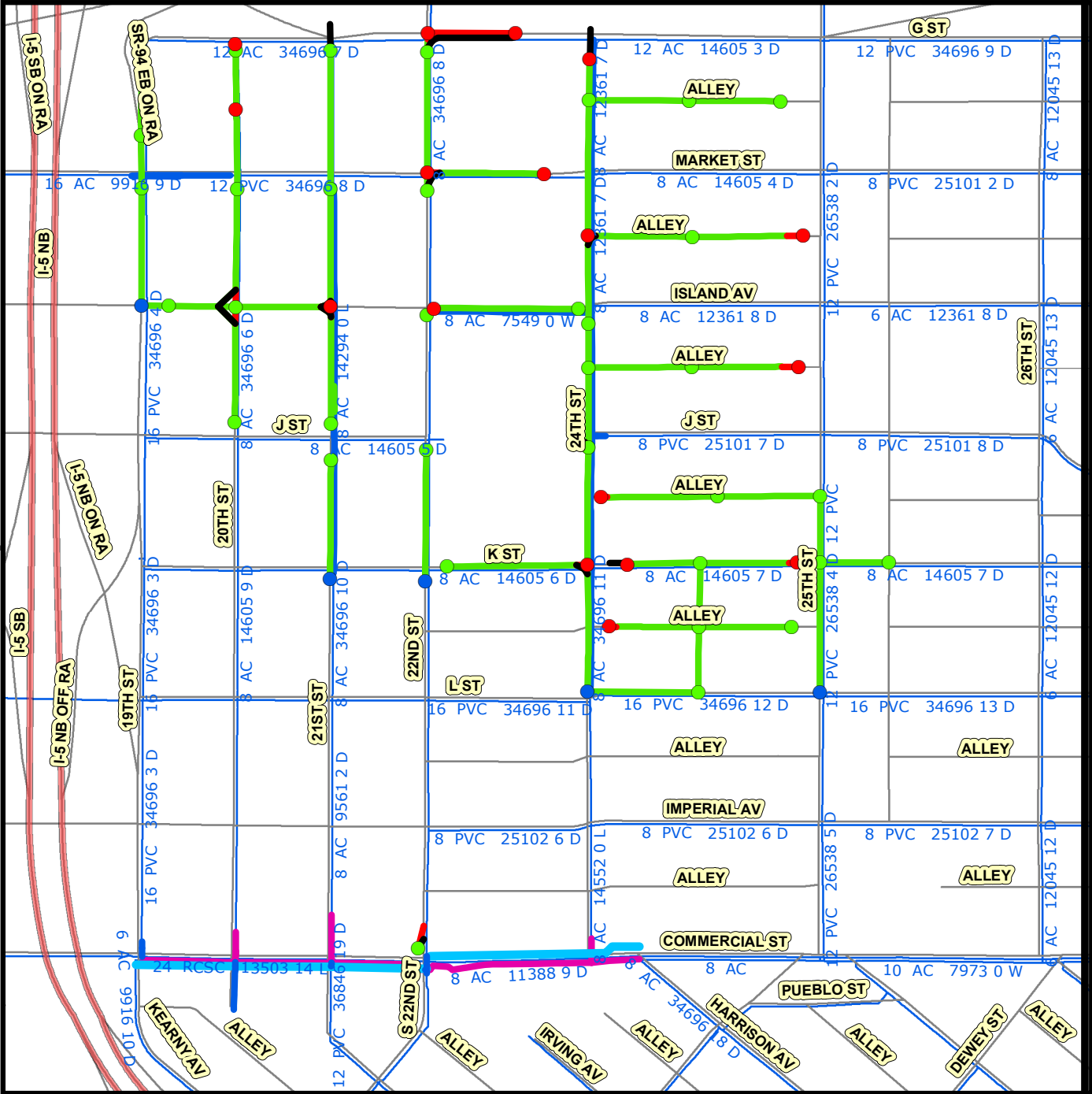
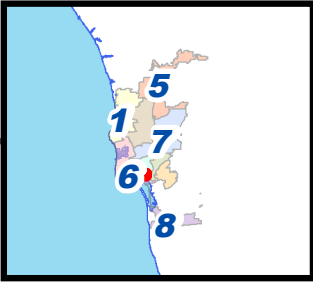
Year	January	February	March	April	May	June	July	August	September	October	November	December
2018				15,000	25,000	52,000	52,000	100,000	10,000	100,000	100,000	100,000
2019	10,000	10,000	85,000	58,000	100,000	100,000	100,000	100,000	100,000	100,000	1,000,000	1,000,000
2020	100,000	100,000	100,000	1,000,000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

SAMPLE REFERENCE

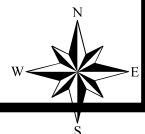
**APPENDIX E**  
**LOCATION MAP**

### SEWER AND AC WATER GROUP 793A

SENIOR ENGINEER: JAIME RAMOS (619-533-5103) | PROJECT MANAGER: PEDRO MELO RODRIGUEZ (858-495-4735) | PROJECT ENGINEER: KYLE NELSON (619-533-6677) | FOR QUESTIONS ABOUT THIS PROJECT: Call: 619-533-4207 | Email: [engineering@saniego.gov](mailto:engineering@saniego.gov)



- New Proposed Manhole
- Proposed Manhole Replacement
- Connect to Existing Manhole
- Abandon Sewer
- Proposed New Sewer
- Proposed Sewer Replacement
- Proposed Water Replacement
- Proposed New Water Mains
- Abandon Water



COMMUNITY NAME: SOUTHEASTERN SAN DIEGO COUNCIL DISTRICT: 8

Date: AUGUST 25, 2022

Sewer & AC Water Group 793A

K-24-2273-DBB-3



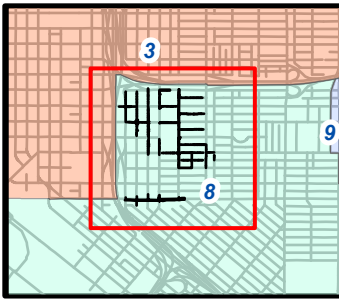
SAP ID: B19155(S) \ B19160 (W)

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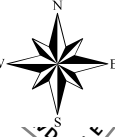
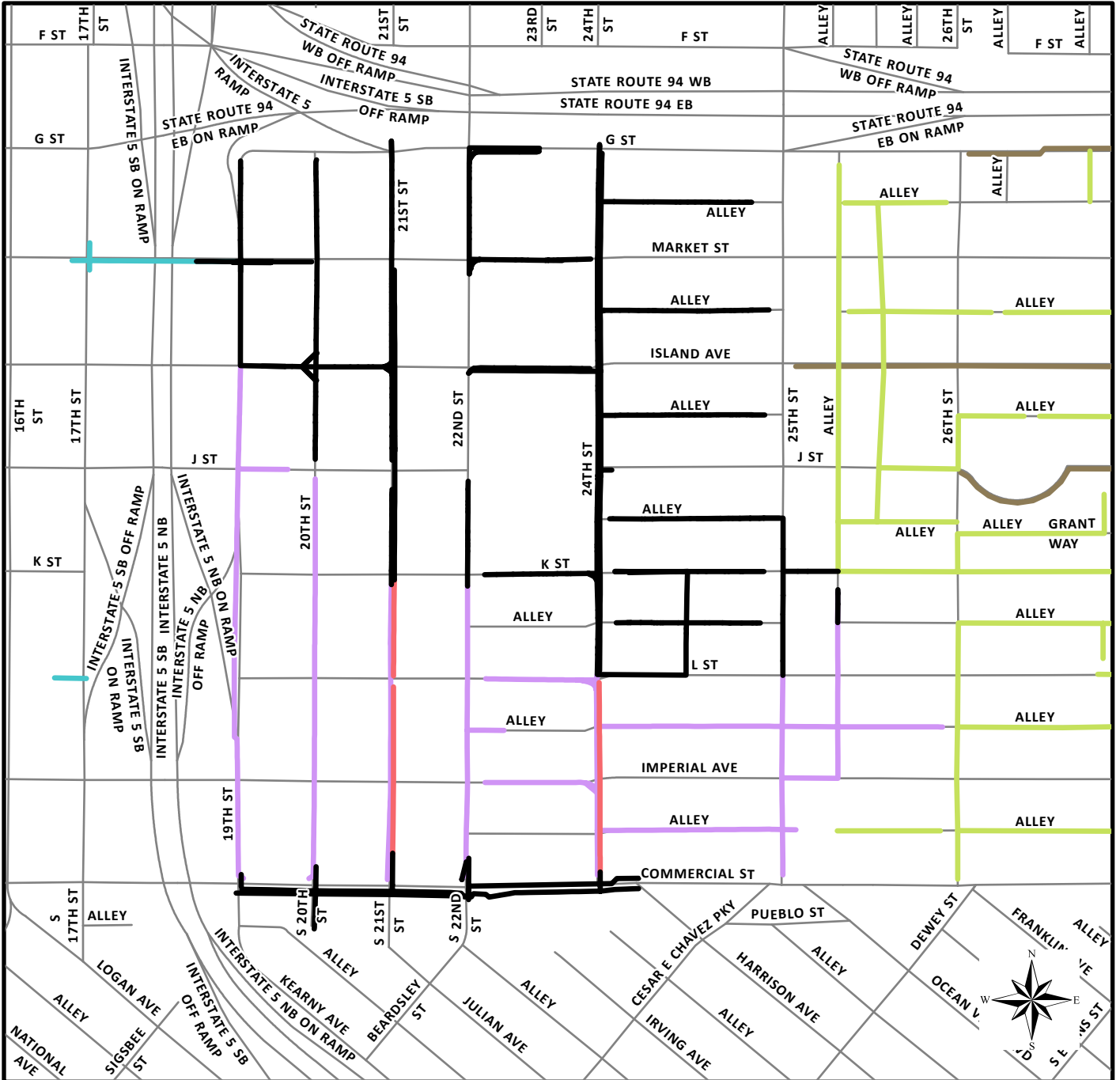
**APPENDIX F**  
**ADJACENT PROJECTS MAP**

## Sewer & AC Water Group 793A - Adjacent Projects

SENIOR ENGINEER JAIME RAMOS 619-533-5103	PROJECT MANAGER PEDRO MELO RODRIGUEZ 858-495-4735	PROJECT ENGINEER KYLE NELSON 619-533-6677	FOR QUESTIONS ABOUT THIS PROJECT Call: (619) 533-4207 Email: <a href="mailto:engineering@sandiego.gov">engineering@sandiego.gov</a>
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Legend	Project Name	Project Manager	Construction Manager	Contact #	Status	Cons Start Date	Cons End Date
	B16041 B00395 Sewer & AC Water Group 794	Santiago Crespo	Eric Pinard	619-533-3627	Construction	8/15/2022	6/21/2024
	B11048 Water Group Job 952	Jericho Gallardo	Ahmed Al Ghallay	619-533-7523	Construction	4/10/2023	12/5/2024
	B00394 B15070 Sewer and AC Water Group 793	Pedro Melo Rodriguez	Yazin Kako	858-495-4735	Construction	8/10/2022	1/2/2025
	B19155 B19160 Sewer & AC Water Group 793A						

COMMUNITY NAME: SOUTHEASTERN SAN DIEGO  
Date: 12/4/2023

COUNCIL DISTRICT: 8



WBS NO: B19155 (S)  
B19160 (W)

**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**  
**MONTHLY DRINKING WATER DISCHARGE MONITORING FORM**

# DRINKING WATER DISCHARGE MONITORING FORM

(Use for All Discharges to the Storm Drain)

All discharge activities related to this project comply with the State Water Resources Control Board ORDER WQ 2014-0194-DWQ, STATEWIDE GENERAL NPDES PERMIT FOR DRINKING WATER SYSTEMS DISCHARGES as referenced by ([http://www.waterboards.ca.gov/water\\_issues/programs/npdes/docs/drinkingwater/final\\_statewide\\_wqo2014\\_0194\\_dwq.pdf](http://www.waterboards.ca.gov/water_issues/programs/npdes/docs/drinkingwater/final_statewide_wqo2014_0194_dwq.pdf)), and as follows:

<b>Project Name:</b>				<b>WBS No.:</b>				<b>Watershed No.</b>					
<b>Qualified Person Conducting Tests:</b>								<b>signature</b>					
<b>BMPs MUST BE IN PLACE PRIOR TO ANY SCHEDULED DISCHARGE</b>								By signing, I certify that all of the statements and conditions for drinking water discharge events are correct.					
<b>Event #1</b>													
Discharge Location <sup>1</sup>	Category <sup>2</sup> (Select one)	Notification <sup>3</sup> (Select all that apply)	BMPs in Place <sup>4</sup> (Select all that apply)	Volume <sup>5</sup> (gal)	Sampling <sup>6</sup> (take samples at 10 mins, 50-60 mins & last 10 mins)				Exceedence <sup>7</sup>			Notes Report exceedence to RE & complete page 2 of 2	
					Measure	Unit	Time	Result	Limit	No	Yes		
<b>Inlet Location</b>  <b>Start</b>  <b>Date:</b> <b>Time:</b>  <b>End</b>  <b>Date:</b> <b>Time:</b>	<b>Superchlorinated</b> <small>(Chlorine added for disinfection)</small>	<b>TSW</b> <small>(All Categories)</small>	<b>Sweep flow path</b> <small>(gutter, street, etc.)</small>	<b>Total</b>	<b>Chlorine</b>	mg/L			0.1 mg/L= Exceedence				
	<b>Large Volume</b> <small>(≥ 325,850 gal)</small>	<b>PUD</b> <small>(All Categories)</small>	<b>Dechlorination</b> <small>(diffusers, chemicals, etc.)</small>				<b>Reused</b> <small>(if any)</small>						
	<b>Well Dev/Rehab</b> <small>(Not Typical)</small>	<b>Water Board</b> <small>(Large Volume Only)</small>	<b>Inlet Protection</b>	<b>Erosion Controls</b>		<b>Turbidity</b>	NTU			20 NTU= Exceedence 225 NTU= Exceedence for Ocean			
	<b>Small Volume/Other</b> <small>(No Sampling Required)</small>	<b>County</b> <small>(≥100,000 gal &amp; within ¼ mile of ocean/bay; or if enters the County's MS4)</small>						<b>Sediment Controls</b>					
					<b>pH</b>	Unit			Range 6.5 to 8.5				
<b>Event #2</b>													
Discharge Location <sup>1</sup>	Category <sup>2</sup> (Select one)	Notification <sup>3</sup> (Select all that apply)	BMPs in Place <sup>4</sup> (Select all that apply)	Volume <sup>5</sup> (gal)	Sampling <sup>6</sup> (take samples at 10 mins, 50-60 mins & last 10 mins)				Exceedence <sup>7</sup>			Notes Report exceedence to RE & complete page 2 of 2	
					Measure	Unit	Time	Result	Limit	No	Yes		
<b>Inlet Location</b>  <b>Start</b>  <b>Date:</b> <b>Time:</b>  <b>End</b>  <b>Date:</b> <b>Time:</b>	<b>Superchlorinated</b> <small>(Chlorine added for disinfection)</small>	<b>TSW</b> <small>(All Categories)</small>	<b>Sweep flow path</b> <small>(gutter, street, etc.)</small>	<b>Total</b>	<b>Chlorine</b>	mg/L			0.1 mg/L= Exceedence				
	<b>Large Volume</b> <small>(≥ 325,850 gal)</small>	<b>PUD</b> <small>(All Categories)</small>	<b>Dechlorination</b> <small>(diffusers, chemicals, etc.)</small>				<b>Reused</b> <small>(if any)</small>						
	<b>Well Dev/Rehab</b> <small>(Not Typical)</small>	<b>Water Board</b> <small>(Large Volume Only)</small>	<b>Inlet Protection</b>	<b>Erosion Controls</b>		<b>Turbidity</b>	NTU			20 NTU= Exceedence 225 NTU= Exceedence for Ocean			
	<b>Small Volume/Other</b> <small>(No Sampling Required)</small>	<b>County</b> <small>(≥100,000 gal &amp; within ¼ mile of ocean/bay; or if enters the County's MS4)</small>						<b>Sediment Controls</b>					
					<b>pH</b>	Unit			Range 6.5 to 8.5				

**Submit completed Form to RE**

Instructional Notes found on the Page 2 of 2

## Receiving Water Monitoring

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

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

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

## Instructional Notes

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

Contact	When to Notify	Email
TSW	3 days prior to all discharges	<a href="mailto:SWPPP@SanDiego.gov">SWPPP@SanDiego.gov</a>
PUD	3 days prior to all discharges	<a href="mailto:CompReports@SanDiego.gov">CompReports@SanDiego.gov</a> <a href="mailto:Rdavenport@SanDiego.gov">Rdavenport@SanDiego.gov</a>
San Diego Water Board	3 days prior to Large Volume discharges	<a href="mailto:SanDiego@WaterBoards.ca.gov">SanDiego@WaterBoards.ca.gov</a> <a href="mailto:Ben.Neill@WaterBoards.ca.gov">Ben.Neill@WaterBoards.ca.gov</a>
County of San Diego	3 days prior if 100,000 gal and within 1/4 mile of ocean/bay	DEH: <a href="mailto:Joseph.Palmer@SDCounty.ca.gov">Joseph.Palmer@SDCounty.ca.gov</a> <a href="mailto:Dominique.Edwards@SDCounty.ca.gov">Dominique.Edwards@SDCounty.ca.gov</a>
	3 days prior if enter county MS4 or unincorporated County	WPP: <a href="mailto:Nicholas.DeValle@SDCounty.ca.gov">Nicholas.DeValle@SDCounty.ca.gov</a> <a href="mailto:LUEG.Watersheds@sdcounty.ca.gov">LUEG.Watersheds@sdcounty.ca.gov</a>

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

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

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

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

**APPENDIX I**  
**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 <sup>1</sup>

## If you have an emergency, Call 911

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

### Questions for Incident Assessment:

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

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

\*Call 911 in an emergency\*

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

If in doubt, report the release.

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



# NON REPORTABLE RELEASE INCIDENT FORM

## 1. RELEASE AND RESPONSE DESCRIPTION

Incident # \_\_\_\_\_

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

## 2. ADMINISTRATIVE INFORMATION

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

## 3. CHEMICAL INFORMATION

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

## EMERGENCY RELEASE FOLLOW - UP NOTICE REPORTING FORM

<b>A</b>	BUSINESS NAME	FACILITY EMERGENCY CONTACT & PHONE NUMBER ( ) -		
<b>B</b>	INCIDENT DATE	MO DAY YR	TIME OES NOTIFIED	OES CONTROL NO.
<b>C</b>	INCIDENT ADDRESS LOCATION		CITY / COMMUNITY	COUNTY ZIP
<b>D</b>	CHEMICAL OR TRADE NAME (print or type)			CAS Number
<b>E</b>	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"/>	
<b>F</b>	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	
<b>G</b>	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
<b>H</b>	ACTIONS TAKEN			
<b>I</b>	KNOWN OR ANTICIPATED HEALTH EFFECTS (Use the comments section for addition information)			
<b>J</b>	<input type="checkbox"/> ACUTE OR IMMEDIATE (explain) _____ <input type="checkbox"/> CHRONIC OR DELAYED (explain) _____ <input type="checkbox"/> NOTKNOWN (explain) _____			
<b>K</b>	ADVICE REGARDING MEDICAL ATTENTION NECESSARY FOR EXPOSED INDIVIDUALS			
<b>L</b>	COMMENTS (INDICATE SECTION (A - G) AND ITEM WITH COMMENTS OR ADDITIONAL INFORMATION)			
<b>M</b>	CERTIFICATION: I certify under penalty of law that I have personally examined and I am familiar with the information submitted and believe the submitted information is true, accurate, and complete. REPORTING FACILITY REPRESENTATIVE (print or type) _____ SIGNATURE OF REPORTING FACILITY REPRESENTATIVE _____ DATE: _____			

## **EMERGENCY RELEASE FOLLOW-UP NOTICE REPORTING FORM INSTRUCTIONS**

### **GENERAL INFORMATION:**

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

### **BASIC INSTRUCTIONS:**

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

### **SPECIFIC INSTRUCTIONS:**

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

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

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

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

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

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

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

**Block H:** List any additional pertinent information.

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

### **MAIL THE COMPLETED REPORT TO:**

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

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

**APPENDIX J**  
**SAMPLE ARCHAEOLOGY INVOICE**

**(FOR ARCHAEOLOGY ONLY)**

**Company Name**

**Address, telephone, fax**

**Date:** Insert Date

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

**Project Name:** Insert Project Name

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

**Drawing Number:** Insert Drawing Number

**Invoice period:** Insert Date to Insert Date

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

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

Summary of charges:

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

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

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

Summary of charges:

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

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

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

Note 1:

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

Note 2:

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

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

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

**APPENDIX K**

**PALEONTOLOGICAL CONSTRUCTION MONITORING REQUIREMENTS**

# Paleontological Construction Monitoring Requirements

## PALEONTOLOGICAL MONITORING AND REPORTING PROGRAM (PMRP):

- I. **GENERAL REQUIREMENTS.** Post Plan Check (After permit issuance/Prior to start of construction).
  - A. **PRE CONSTRUCTION MEETING IS REQUIRED TEN (10) WORKING DAYS PRIOR TO BEGINNING ANY WORK ON THIS PROJECT.**
    1. The Contractor is responsible to arrange and perform this meeting by contacting the City Resident Engineer (RE)/Construction Manager (CM) of the Construction Management and Field Engineering (CMFE) Division and City staff from Mitigation Monitoring Coordination (MMC). Attendees shall also include the Contractor's representative(s), job site superintendent, and the paleontologist.
    2. NOTE: Failure of all responsible Contractor's representatives and paleontological monitor to attend the pre-construction meeting shall require an additional focused meeting with all parties present.
    3. CONTACT INFORMATION:
      - a) The primary point of contact is the RE/CM at the CMFE Division at 858-627-3200.
      - b) For clarification of environmental requirements, call the RE/CM and MMC at 858-627-3360.
  - B. **PMRP COMPLIANCE.**
    1. This Project shall conform to the City's paleontological monitoring requirements, as further specified below, in accordance with the City of San Diego's Land Development Code – Grading Regulations, Section 142.0151, and implemented to the satisfaction of MMC and RE/CM. The requirements shall not be reduced or changed but may be annotated (i.e. to explain when and how compliance is being met and location of verifying proof, etc.). Additional clarifying information may also be added to other relevant plan sheets and/or specifications as appropriate (i.e., specific locations, times of monitoring, methodology, etc).
    2. NOTE: Contractor shall alert RE/CM and MMC if there are any discrepancies in the plans or notes, or any changes due to field conditions. All conflicts shall be approved by RE/CM and MMC before the Work is performed.
  - C. **MONITORING EXHIBIT.**
    1. Contractor Engineering and Capital Projects Department's consultant (if applicable) is required to submit, to RE/CM and MMC, a paleontological monitoring exhibit on a 11 x 17 inch reduction of the appropriate construction plan, such as site plan, grading, landscape, etc., marked to clearly show the Limits of Work, scope of that discipline's work (i.e. delineation showing work area(s) requiring paleontological monitoring), and notes indicating when in the construction schedule that work will be performed. When necessary for



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

**D. OTHER SUBMITTALS AND INSPECTIONS.**

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

**DOCUMENT SUBMITTAL/INSPECTION CHECKLIST:**

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

**SPECIFIC PMRP ISSUE AREA CONDITIONS/REQUIREMENTS:**

**I. PALEONTOLOGICAL RESOURCES.**

**A. Prior to Permit Issuance or Construction.**

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

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

**B. Prior to Start of Construction.**

**1. Verification of Records Search.**

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

**C. PI Shall Attend Pre-Construction Meetings.**

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

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

4. When Monitoring Will Occur:
  - a) Prior to the start of any work, the PI shall also submit a construction schedule to MMC through the RE/CM and/or BI indicating when and where monitoring will occur.
  - b) The PI may submit a detailed letter to MMC and RE/CM and/or BI prior to the start of work or during construction requesting a modification to the monitoring program. This request shall be based on relevant information such as review of final construction documents which indicate conditions such as depth of excavation and/or site graded to bedrock, presence or absence of fossil resources, etc., which may reduce or increase the potential for resources to be present.
5. Approval of PME and Construction Schedule.
  - a) After approval of the PME by MMC, the PI shall submit to MMC and RE/CM and/or BI written authorization of the PME and Construction Schedule from the Contractor.

**D. During Construction.**

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

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

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

## **E. Night and/or Weekend Work.**

1. If night and/or weekend work is included in the contract:
  - a) When night and/or weekend work is included in the contract package, the extent and timing shall be presented and discussed at the pre-construction meeting. The following procedures shall be followed:
    - i. No Discoveries - In the event that no discoveries were encountered during night and/or weekend work, the PI shall record the information on the CSVR and submit to MMC via the RE/CM and/or BI via email or in person by 8AM on the next business day.
    - ii. Discoveries - All discoveries shall be processed and documented using the existing procedures detailed in **Section D - During Construction**.
    - iii. Potentially Significant Discoveries - If the PI determines that a potentially significant discovery has been made, the procedures detailed under **Section D - During Construction** shall be followed.
  - b) The PI shall immediately contact the RE/CM and/or BI and MMC, or by 8AM on the next business day, to report and discuss the findings as indicated in **Section D - During Construction**, unless other specific arrangements have been made.
2. If night and/or weekend work becomes necessary during the course of construction:
  - a) The Contractor shall notify the RE/CM and/or BI a minimum of 24 hours before the work is to begin.
  - b) The RE/CM and/or BI, as appropriate, shall notify MMC immediately.
3. All other procedures described above shall apply, as appropriate.

## **F. Post Construction.**

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

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

- b) MMC shall return the Draft Monitoring Report to the PI via the RE/CM and/or BI for revision or, for preparation of the Final Report.
- c) The PI shall submit revised Draft Monitoring Report to MMC via the RE/CM and/or BI for approval.
- d) MMC shall provide written verification to the PI and RE/CM and/or BI of the approved report.

2. Handling of Fossil Remains.

- a) The PI shall ensure that all fossils collected are cleaned to the point of curation (e.g., removal of extraneous sediment, repair of broken specimens, and consolidation of fragile/brittle specimens) and catalogued as part of the Paleontological Monitoring Program.
- b) The PI shall ensure that all fossils are analyzed to identify stratigraphic provenance, geochronology, and taphonomic context of the source geologic deposit; that faunal material is taxonomically identified; and that curation has been completed, as appropriate.

3. Curation of Fossil Remains: Deed of Gift and Acceptance Verification.

- a) The PI shall be responsible for ensuring that all fossil remains associated with the monitoring for this project are permanently curated with an accredited institution that maintains paleontological collections (such as the San Diego Natural History Museum).
- b) The PI shall submit the Deed of Gift and catalogue record(s) to the RE/CM and/or BI, as appropriate for donor signature with a copy submitted to MMC.
- c) The RE/CM and/or BI, as appropriate shall obtain signature on the Deed of Gift and shall return to PI with copy submitted to MMC.
- d) The PI shall include the Acceptance Verification from the curation institution in the Final Monitoring Report submitted to the RE/CM and/or BI and MMC.

4. Final Paleontological Monitoring Report(s).

- a) The PI shall submit two copies of the Final Paleontological Monitoring Report to MMC (even if negative), within 90 calendar days after notification from MMC of the approved report.
- b) The RE/CM and/or BI shall, in no case, issue the Notice of Completion until receiving a copy of the approved Final Monitoring Report from MMC, which includes the Acceptance Verification from the curation institution.

**APPENDIX L**  
**SAMPLE OF PUBLIC NOTICE**





## CONSTRUCTION NOTICE

### PROJECT TITLE

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

#### The work will consist of:

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

#### How your neighborhood may be impacted:

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

#### Hours and Days of Operation:

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

#### City of San Diego Contractor:

Company Name, XXX-XXX-XXXX



## CONSTRUCTION NOTICE

### PROJECT TITLE

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

#### The work will consist of:

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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 M**

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

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

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

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

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

- A. Endpoints, see Photo 1:

**Photo 1**



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



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Network Devices, see Photo 3:

**Photo 3**



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

**Photo 4**



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

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

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

**Photo 5**

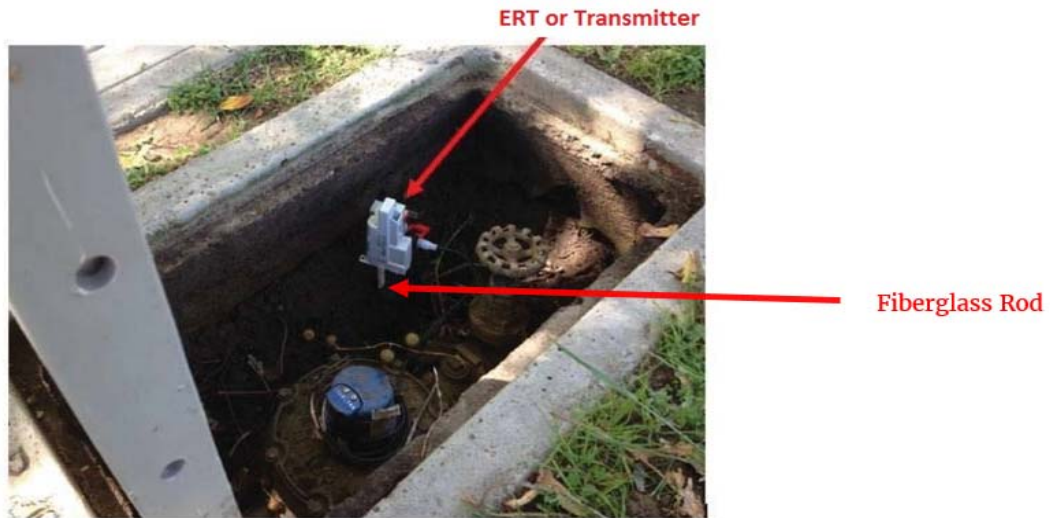


Photo 6 below is an example of disturbance that shall be avoided:

**Photo 6**



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

**Photo 7**



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

Rev. 9.11.2023



**APPENDIX N**  
**CALTRANS PERMIT/MTS ROE**

**ENCROACHMENT PERMIT RIDER**

DOT TR-0122 (REV 05/2023)

Collected By	Permit No. 11-22-6-TK-1192
Rider Fee Paid \$ 0.00	Dist/Co/Rte/PM 11/SD/94/PM 1.51
Date October 31, 2023	Rider Number 11-23-N-RT-1223

**TO:** [ City Of San Diego  
C/O: Bardia Hashemi  
525 B Street  
Suite 750  
San Diego CA 92101 ]

], PERMITTEE

In compliance with your request of October 26, 2023 we are hereby amending the above numbered encroachment permit as follows DATE

Date of completion extended to: June 30, 2024

Time extension only.

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

CC: #1: TRAVIS M VALLES #2: Hazel Gascon #3: Stephen Hirte #4:	APPROVED   BY <i>William O. Vivar</i> <small>William O. Vivar (Oct 31, 2023 14:32 PDT)</small>	   Gustavo Dallarda, District Director   Joy J Lee, for District Permit Engineer
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## ENCROACHMENT PERMIT GENERAL PROVISIONS

TR-0045 (REV. 12/2022)

1. **AUTHORITY:** The California Department of Transportation (“Department”) has authority to issue encroachment permits under Division 1, Chapter 3, Article 1, Sections 660 through 734 of the Streets and Highways Code.
2. **REVOCACTION:** Encroachment permits are revocable on five (5) business days’ notice unless otherwise stated on the permit or otherwise provided by law, and except as provided by law for public corporations, franchise holders, and utilities. Notwithstanding the foregoing, in an emergency situation as determined by the Department, an encroachment permit may be revoked immediately. These General Provisions and any applicable Special Provisions are subject to modification or abrogation by the Department at any time. Permittees’ joint use agreements, franchise rights, reserved rights or any other agreements for operating purposes in State of California (“State”) highway right-of-way may be exceptions to this revocation.
3. **DENIAL FOR NONPAYMENT OF FEES:** Failure to pay encroachment permit fees when due may result in rejection of future applications, denial of encroachment permits, and revocation of the encroachment permit if already issued.
4. **PERMITTEE AUTHORIZATION FOR OTHERS TO PERFORM WORK:** This encroachment permit allows only the Permittee and/or Permittee’s authorized contractor or agent to work within or encroach upon the State highway right-of-way, and the Permittee may not assign or transfer this encroachment permit. Any attempt to assign or transfer this encroachment permit shall be null and void. Permittee shall provide to the Department a list of Permittee’s authorized contractors/agents, in the form and at the time specified by the Department but if no time is specified then no later than the pre-construction meeting. Permittee shall keep the list current and shall provide updates to the Department immediately upon any change to the list of authorized contractors/agents, including but not limited the addition, removal, or substitution of an authorized contractor/agent, or a new address or contact information for an existing authorized contractor/agent. Permittee is responsible for the acts and/or omissions of any person or entity acting on behalf of the Permittee, even if such person or entity is not included on Permittee’s list of authorized contractors and/or agents.
5. **ACCEPTANCE OF PROVISIONS:** Permittee, and the Permittee’s authorized contractors and/or agents, understand and agree to accept and comply with these General Provisions, the Special Provisions, any and all terms and/or conditions contained in or incorporated into the encroachment permit, and all attachments to the encroachment permit (collectively “the Permit Conditions”), for any encroachment, work, and/or activity to be performed under this encroachment permit and/or under color of authority of this encroachment permit. Permittee understands and agrees the Permit Conditions are applicable to and enforceable against Permittee as long as the encroachment remains in, under, or over any part of the State highway right-of-way. The Permittee’s authorized contractors and/or agents, are also bound by the Permit Conditions. Non-compliance with the Permit Conditions by the Permittee’s authorized contractor and/or agent will be deemed non-compliance by the Permittee.
6. **BEGINNING OF WORK:** When traffic is not impacted (see General Provision Number 35), the Permittee must notify the Department’s representative two (2) business days before starting permitted work. Permittee must notify the Department’s representative if the work is to be interrupted for a period of five (5) business days or more, unless otherwise agreed upon. All work must be performed on weekdays during regular work hours, excluding holidays, unless otherwise specified in this encroachment permit.
7. **STANDARDS OF CONSTRUCTION:** All work performed within State highway right-of-way must conform to all applicable Departmental construction standards including but not limited to: Standard Specifications, Standard Plans, Project Development Procedures Manual, Highway Design Manual and Special Provisions.  
Other than as expressly provided by these General Provisions, the Special Provisions, the Standard Specifications, Standard Plans, and other applicable Departmental standards, nothing in these General Provisions is intended to give any third party any legal or equitable right, remedy, or claim with respect to the encroachment permit and/or to these General Provisions or any provision herein. These General Provisions are for the sole and exclusive benefit of the Permittee and the Department.  
Where reference is made in such standards to “Contractor” and “Engineer,” these are amended to be read as “Permittee” and “Department’s representative,” respectively, for purposes of this encroachment permit.
8. **PLAN CHANGES:** Deviations from plans, specifications, and/or the Permit Conditions as defined in General Provision Number 5 are not allowed without prior approval from the Department’s representative and the Federal Highway Administration (“FHWA”) representative if applicable.
9. **RIGHT OF ENTRY, INSPECTION AND APPROVAL:** All work is subject to monitoring and inspection. The United States, the State, the Department, and the Directors, officers, employees, agents, and/or contractors of the State and/or of the Department, and other state, and federal agencies, and the FHWA, through their agents or representatives, must have full access to highway

**ENCROACHMENT PERMIT GENERAL PROVISIONS**

facilities/encroachment area, at any and all times for the purpose of inspection, maintenance, activities needed for construction/reconstruction, and operation of the State highway right-of-way.

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

10. **PERMIT AT WORKSITE:** Permittee and Permittee's authorized contractors/agents must keep the permit package and current list of authorized contractors/agents, or copies thereof, at the work site at all times and must show such documents upon request to any Department representative or law enforcement officer. If the permit package or current list of authorized contractors/agents, or copies thereof, are not kept and made available at the work site at all times, then all work must be suspended.
11. **CONFLICTING ENCROACHMENTS:** Permittee must yield start of work to ongoing, prior authorized work adjacent to or within the limits of the Permittee's project site. When existing encroachments conflict with Permittee's work, the Permittee must bear all cost for rearrangements (e.g., relocation, alteration, removal, etc.).
12. **PERMITS, APPROVALS, AND CONCURRENCES FROM OTHER AGENCIES AND/OR ENTITIES:** This encroachment permit is invalidated if the Permittee has not obtained all permits, approvals, and concurrences necessary and required by law, including but not limited to those from the California Public Utilities Commission ("CPUC"), California Occupational Safety and Health Administration ("Cal-OSHA"), local and state and federal environmental agencies, the California Coastal Commission, and any other public agency and/or entity having jurisdiction. Permittee is responsible for providing notice of the encroachment to, and obtaining concurrence from, any person or entity (whether public or private) affected by the scope of work described in the encroachment permit, regardless of whether such notice or concurrence is required by law; the Department is not responsible to provide such notice or obtain such concurrence. Permittee warrants all such permits, approvals, and concurrences have been obtained before beginning work under this encroachment permit. The Department may, at the Department's discretion, require the Permittee to demonstrate that Permittee has obtained all such permits, approvals, and concurrences, and Permittee shall demonstrate this at the time and in the manner specified by the Department.
13. **PEDESTRIAN AND BICYCLIST SAFETY:** A safe continuous passageway must be maintained through the work area at existing pedestrian or bicycle facilities. At no time must pedestrians be diverted onto a portion of the street used for vehicular traffic. At locations where safe alternate passageways cannot be provided, appropriate signs and barricades must be installed at the limits of construction and in advance of the limits of construction at the nearest crosswalk or intersection to detour

pedestrians to facilities across the street. Attention is directed to Section 7-1.04 "Public Safety," and to Section 12-4.04 "Temporary Pedestrian Access Routes," and to Section 16-2.02 "Temporary Pedestrian Facility," of the Department's Standard Specifications, and to California Vehicle Code section 21760, subdivision (c).

14. **PUBLIC TRAFFIC CONTROL:** The Permittee must provide traffic control protection, warning signs, lights, safety devices, etc., and take all other measures necessary for the traveling public's safety as required by law and/or the Department. While providing traffic control, the needs of all road users, including but not limited to motorists, bicyclists and pedestrians, including persons with disabilities in accordance with the Americans with Disabilities Act, must be an essential part of the work activity.  
Lane, Bike Lane, Sidewalk, Crosswalk, and/or shoulder closures must comply with the Department's Standard Specifications and Standard Plans for Temporary Traffic Control Systems & Temporary Pedestrian Access Routes, and with the applicable Special Provisions. Where issues are not addressed in the Standard Specifications, Standard Plans, and/or Special Provisions, the California Manual on Uniform Traffic Control Devices (Part 6, Temporary Traffic Control) must be followed.
15. **MINIMUM INTERFERENCE WITH TRAFFIC:** Permittee must plan and conduct work so as to create the least possible inconvenience to the traveling public (motorized vehicles, unmotorized vehicles such as bicycles, pedestrians, person(s) with disabilities, etc.), such that traffic is not unreasonably delayed.
16. **STORAGE OF EQUIPMENT AND MATERIALS:** The storage of equipment or materials is not allowed within State highway right-of-way, unless specified within the Special Provisions of this encroachment permit. If encroachment permit Special Provisions allow for the storage of equipment or materials within the State highway right-of-way, the equipment and material storage must also comply with Section 7-1.04, Public Safety, of the Department's Standard Specifications.
17. **CARE OF DRAINAGE:** Permittee must provide alternate drainage for any work interfering with an existing drainage facility in compliance with the Department's Standard Specifications, Standard Plans, and/or as directed by the Department's representative.
18. **RESTORATION AND REPAIRS IN STATE HIGHWAY RIGHT-OF-WAY:** Permittee is responsible for restoration and repair of State highway right-of-way resulting from permitted work (Streets and Highways Code, section 670 et seq.).
19. **STATE HIGHWAY RIGHT-OF-WAY CLEAN UP:** Upon completion of work, Permittee must remove and dispose of all scraps, refuse, brush, timber, materials, etc. off the State highway right-of-way. The aesthetics of the highway must be as it was before work started or better.
20. **COST OF WORK:** Unless stated otherwise in the encroachment permit or a separate written agreement with the Department, the Permittee must bear all costs

**ENCROACHMENT PERMIT GENERAL PROVISIONS**

- incurred for work within the State highway right-of-way and waives all claims for indemnification or contribution from the United States, the State, the Department, and from the Directors, officers, and employees of the State and/or the Department. Removal of Permittee's personal property and improvements shall be at no cost to the United States, the State, and the Department.
21. **ACTUAL COST BILLING:** When specified in the permit, the Department will bill the Permittee actual costs at the currently set Standard Hourly Rate for encroachment permits.
22. **AS-BUILT PLANS:** When required, Permittee must submit one (1) set of folded as-built plans within thirty (30) calendar days after completion and acceptance of work in compliance with requirements listed as follows:
- a) Upon completion of the work provided herein, the Permittee must submit a paper set of As-Built plans to the Department's representative.
  - b) All changes in the work will be shown on the plans, as issued with the permit, including changes approved by Encroachment Permit Rider.
  - c) The plans are to be prominently stamped or otherwise noted "AS-BUILT" by the Permittee's representative who was responsible for overseeing the work. Any original plan that was approved with a Department stamp, or by signature of the Department's representative, must be used for producing the As-Built plans.
  - d) If construction plans include signing or striping, the dates of signing or striping removal, relocation, or installation must be shown on the As-Built plans when required as a condition of the encroachment permit. When the construction plans show signing and striping for staged construction on separate sheets, the sheet for each stage must show the removal, relocation, and installation dates of the appropriate staged striping and signing.
  - e) As-Built plans must contain the Encroachment Permit Number, County, Route, and Post Mile on each sheet.
  - f) The As-Built Plans must not include a disclaimer statement of any kind that differs from the obligations and protections provided by sections 6735 through 6735.6 of the California Business and Professions Code. Such statements constitute non-compliance with Encroachment Permit requirements and may result in the Department retaining Performance Bonds or deposits until proper plans are submitted. Failure to comply may also result in denial of future encroachment permits or a provision requiring a public agency to supply additional bonding.
23. **PERMITS FOR RECORD PURPOSES ONLY:** When work in the State highway right-of-way is within an area under a Joint Use Agreement (JUA) or a Consent to Common Use Agreement (CCUA), a fee exempt encroachment permit is issued to the Permittee for the purpose of providing a notice and record of work. The Permittee's prior rights must be preserved without the intention of creating new or different rights or obligations.
- "Notice and Record Purposes Only" must be stamped across the face of the encroachment permit.
24. **BONDING:** The Permittee must file bond(s), in advance, in the amount(s) set by the Department and using forms acceptable to the Department. The bonds must name the Department as obligee. Failure to maintain bond(s) in full force and effect will result in the Department stopping all work under this encroachment permit and possibly revoking other encroachment permit(s). Bonds are not required of public corporations or privately-owned utilities unless Permittee failed to comply with the provisions and/or conditions of a prior encroachment permit. The surety company is responsible for any latent defects as provided in California Code of Civil Procedure section 337.15. A local public agency Permittee also must comply with the following requirements:
- a) In recognition that project construction work done on State property will not be directly funded and paid by State, for the purpose of protecting stop notice claimants and the interests of State relative to successful project completion, the local public agency Permittee agrees to require the construction contractor to furnish both a payment and performance bond in the local public agency's name with both bonds complying with the requirements set forth in Section 3-1.05 Contract Bonds of the Department's Standard Specifications before performing any project construction work.
  - b) The local public agency Permittee must defend, indemnify, and hold harmless the United States, the State and the Department, and the Directors, officers, and employees of the State and/or Department, from all project construction related claims by contractors, subcontractors, and suppliers, and from all stop notice and/or mechanic's lien claimants. The local public agency also agrees to remedy, in a timely manner and to the Department's satisfaction, any latent defects occurring as a result of the project construction work.
25. **FUTURE MOVING OF INSTALLATIONS:** Permittee understands and agrees to relocate a permitted installation upon notice by the Department. Unless under prior property right or agreement, the Permittee must comply with said notice at the Permittee's sole expense.
26. **ENVIRONMENTAL:**
- a) **ARCHAEOLOGICAL/HISTORICAL:** If any archaeological or historical resources are identified or encountered in the work vicinity, the Permittee must immediately stop work, notify the Department's representative, retain a qualified archaeologist who must evaluate the site at Permittee's sole expense, and make recommendations to the Department's representative regarding the continuance of work.
  - b) **HAZARDOUS MATERIALS:** If any hazardous waste or materials (such as underground storage tanks, asbestos pipes, contaminated soil, etc.) are identified or encountered in the work vicinity, the Permittee must immediately stop work, notify the Department's representative, retain a qualified hazardous

**ENCROACHMENT PERMIT GENERAL PROVISIONS**

waste/material specialist who must evaluate the site at the Permittee's sole expense, and make recommendations to the Department's representative regarding the continuance of work.

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

- c) **BIOLOGICAL:** If any regional, state, or federally listed biological resource is identified or encountered in the work vicinity, the Permittee must immediately stop work, notify the Department's representative, retain a qualified biologist who must evaluate the site at Permittee's sole expense, and make recommendations to the Department's representative regarding the continuance of work.
27. **PREVAILING WAGES:** Work performed by or under an encroachment permit may require Permittee's contractors and subcontractors to pay appropriate prevailing wages as set by the California Department of Industrial Relations. Inquiries or requests for interpretations relative to enforcement of prevailing wage requirements must be directed to the California Department of Industrial Relations.
28. **LIABILITY, DEFENSE, AND INDEMNITY:** The Permittee agrees to indemnify and save harmless the United States, the State, the Department, and the Directors, officers, employees, agents and/or contractors of the State and/or of the Department, including but not limited to the Director of Transportation and the Deputy Directors, from any and all claims, demands, damages, costs, liability, suits, or actions of every name, kind, and description, including but not limited to those brought for or on account of property damage, invasion of privacy, violation or deprivation of a right under a state or federal law, environmental damage or penalty, or injury to or death of any person including but not limited to members of the public, the Permittee, persons employed by the Permittee, and/or persons acting on behalf of the Permittee, arising out of or in connection with: (a) the issuance and/or use of this encroachment permit; and/or (b) the encroachment, work, and/or activity conducted pursuant to this encroachment permit, or under color of authority of this encroachment permit but not in full compliance with the Permit Conditions as defined in General Provision Number 5 ("Unauthorized Work or Activity"); and/or (c) the installation, placement, design, existence, operation, and/or maintenance of the encroachment, work, and/or activity; and/or (d) the failure by the Permittee, or by anyone acting for or on behalf of the Permittee, to perform the Permittee's obligations under any part of the Permit Conditions as defined in General Provision Number 5, in respect to maintenance or any other obligation; and/or (e) any change to the Department's property or adjacent

property, including but not limited to the features or conditions of either of them, made by the Permittee or anyone acting on behalf of the Permittee; and/or (f) a defect or obstruction related to or caused by the encroachment, work, and/or activity whether conducted in compliance with the Permit Conditions as defined in General Provision Number 5 or constituting Unauthorized Work or Activity, or from any cause whatsoever. The duty of the Permittee to indemnify and save harmless includes the duties to defend as set forth in Section 2778 of the Civil Code.

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

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

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

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

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

This General Provision Number 28 and all paragraphs herein take effect immediately upon issuance of this encroachment permit, and apply before, during, and after the encroachment, work, and/or activity

**ENCROACHMENT PERMIT GENERAL PROVISIONS**

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

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

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

29. **NO PRECEDENT ESTABLISHED:** This encroachment permit is issued with the understanding that it does not establish a precedent.

30. **FEDERAL CIVIL RIGHTS REQUIREMENTS FOR PUBLIC ACCOMMODATION:**

a) As part of the consideration for being issued this encroachment permit, the Permittee, on behalf of Permittee and on behalf of Permittee's personal representatives, successors in interest, and assigns, does hereby covenant and agree that:

i) No person on the grounds of race, color, or national origin may be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

ii) That in connection with the construction of any improvements on said lands and the furnishings of services thereon, no discrimination must be practiced in the selection and retention of first-tier subcontractors in the selection of second-tier subcontractors.

iii) That such discrimination must not be practiced against the public in their access to and use of the facilities and services provided for public accommodations (such as eating, sleeping, rest, recreation), and operation on, over, or under the space of the State highway right-of-way.

iv) That the Permittee must use the premises in compliance with all other requirements imposed pursuant to Title 15, Code of Federal

Regulations, Commerce and Foreign Trade, Subtitle A. Office of the Secretary of Commerce, Part 8 (15 C.F.R. Part 8) and as said Regulations may be amended.

b) That in the event of breach of any of the above nondiscrimination covenants, the State and the Department have the right to terminate this encroachment permit and to re-enter and repossess said land and the facilities thereon and hold the same as if said permit had never been made or issued.

31. **MAINTENANCE:** The Permittee is responsible at Permittee's sole expense for the encroachment, and the inspection, maintenance, repair, and condition thereof, and is responsible to ensure the encroachment does not negatively impact State highway safety, maintenance, operations, construction, State facilities, activities related to construction/reconstruction, or other encroachments. The Permittee's obligations in the preceding sentence take effect immediately upon issuance of this encroachment permit and continue until the encroachment is entirely and permanently removed. Additional encroachment permits or approval documents may be required authorizing work related to inspection, repair, and/or maintenance activities. Contact the Department for information.

32. **SPECIAL EVENTS:** In accordance with subdivision (a) of Streets and Highways Code section 682.5 and 682.7, the Department is not responsible for the conduct or operation of the permitted activity, and the applicant agrees to defend, indemnify, and hold harmless the United States, the State, the Department, and the Directors, officers, employees, agents, and contractors of the State and/or of the Department, including but not limited to the Director of Transportation and the Deputy Directors, from any and all claims, demands, damages, costs, liability, suits, or actions of every name, kind and description arising out of any activity for which this encroachment permit is issued.

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

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

33. **PRIVATE USE OF STATE HIGHWAY RIGHT-OF-WAY:** State highway right-of-way must not be used for private purposes without compensation to the State. The gifting

**ENCROACHMENT PERMIT GENERAL PROVISIONS**

of public property uses and therefore public funds is prohibited under the California Constitution, Article XVI, Section 6.

34. **FIELD WORK REIMBURSEMENT:** Permittee must reimburse the Department for field work performed by or on behalf of the Department to correct or remedy issues created by the Permittee or by others acting on behalf of the Permittee, including but not limited to hazards or damaged facilities, or to clear refuse, debris, etc. not attended to by the Permittee or by others acting on behalf of the Permittee.
35. **LANE CLOSURE REQUEST SUBMITTALS AND NOTIFICATION OF CLOSURES TO THE DEPARTMENT:** Lane closure request submittals and notifications must be in accordance with Section 12-4.02, and Section 12.4-04, of the Department's Standard Specifications or as directed by the Department's representative. The Permittee must notify the Department's representative and the Traffic Management Center ("TMC") before initiating a lane closure or conducting an activity that may cause a traffic impact. In emergency situations when the corrective work or the emergency itself may affect traffic, the Department's representative and the TMC must be notified as soon as possible.
36. **SUSPENSION OF TRAFFIC CONTROL OPERATION:** The Permittee, upon notification by the Department's representative, must immediately suspend all traffic lane, bike lane, sidewalk, crosswalk, and/or shoulder closure operations and any operation that impedes the flow of traffic. All costs associated with this suspension must be borne by the Permittee.
37. **UNDERGROUND SERVICE ALERT (USA) NOTIFICATION:** Any excavation requires compliance with the provisions of Government Code section 4216 et seq., including but not limited to notice to a regional notification center, such as Underground Service Alert (USA). The Permittee must provide notification to the Department representative at least five (5) business days before, and the regional notification center at least forty-eight (48) hours before, performing any excavation work within the State highway right-of-way.
38. **COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT (ADA):** All work within the State highway right-of-way to construct and/or maintain any public facility must be designed, maintained, and constructed strictly in accordance with all applicable Federal Access laws and regulations (including but not limited to Section 504 of the Rehabilitation Act of 1973, codified at 29 U.S.C. § 794), California Access laws and regulations relating to ADA, along with its implementing regulations, Title 28 of the Code of Federal Regulations Parts 35 and 36 (28 C.F.R., Ch. I, Part 35, § 35.101 et seq., and Part 36, § 36.101 et seq.), Title 36 of the Code of Federal Regulations Part 1191 (36 C.F.R., Ch. XI, Part 1191, § 1119.1 et seq.), Title 49 of the Code of Federal Regulations Part 37 (49 C.F.R., Ch. A, Part 37, § 37.1 et seq.), the United States Department of Justice Title II and Title III for the ADA, and California Government Code

section 4450 et seq., which require public facilities be made accessible to persons with disabilities.

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

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



**ENCROACHMENT PERMIT**

TR-0120 (REV 09/2022)

Permit No.  
11-22-6-TK-1192

In compliance with your application of September 23, 2022

Dist/Co/Rte/PM  
11/SD/94, 5/PM 1.41-1.56, R14.42-R14.89

Reference Documents:

- Utility Notice No. \_\_\_\_\_ of \_\_\_\_\_
- Agreement No. \_\_\_\_\_ of \_\_\_\_\_
- R/W Contract No. \_\_\_\_\_ of \_\_\_\_\_
- Project code (ID): \_\_\_\_\_ CFC #: \_\_\_\_\_
- Utility Work Order #: N/A

Permit Approval Date  
November 09, 2022

Performance Bond Amount (1)	Payment Bond Amount (2)
\$0	\$0

Bond Company  
N/A

Bond Number (1)	Bond Number (2)
\$ N/A	\$ N/A

TO: City of San Diego  
Attn: Pedro Rodriguez  
525 B Street  
Suite 750  
San Diego, CA 92101

\_\_\_\_\_, **PERMITEE**

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

enter upon State Highway right of way in San Diego County, City of San Diego, on Routes 94 and 5, PM 1.41.-1.56, R14.42-R14.89, to place temporary traffic control to facilitate the replacement of water and sewer pipes outside of the State's right-of-way and replace a pedestrian ramp and place temporary traffic control within the State's right-of-way, as shown on the attached plans, in accordance with the requirements and conditions contained herein and as further directed or approved by the Department Engineer, Pedro Aguilar, telephone number (858) 688-1605, or e-mail at Pedro.Aguilar@dot.ca.gov.

The Department Engineer shall be notified seven days prior to starting work and prior to requesting a lane closure or an activity that may cause a traffic impact.

Add to the end of Standard Specifications 2022, Section 12-4.02C(3) Closure Requirements and Charts. Add closure chart nos. 1-3.

A pre-construction meeting with the Department Engineer is required prior to start any work under this permit. CONTINUED

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

The following attachments are also included as part of this permit (check applicable):

- YES  NO General Provisions
- YES  NO Utility Maintenance Provisions
- YES  NO Storm Water Special Provisions
- YES  NO Special Provisions
- YES  NO A Cal-OSHA Permit, if required: Permit No. \_\_\_\_\_
- YES  NO As-Built Plans Submittal Route Slip for Locally Advertised Projects
- YES  NO Storm Water Pollution Protection Plan

In addition to fee, the permittee will be billed actual costs for:

- YES  NO Review
- YES  NO Inspection
- YES Field Work  
*(if any Caltrans effort expended)*

YES  NO The information in the environmental documentation has been reviewed and considered prior to approval of this permit.

This permit is void unless the work is completed before December 31, 2023

This permit is to be strictly construed and no other work other than specifically mentioned is hereby authorized.

No project work shall be commenced until all other necessary permits and environmental clearances have been obtained.

CC:  
#1: TRAVIS M VALLES  
#2: Pedro Aguilar  
#3: Stephen Hirte  
#4:

APPROVED:  
Gustavo Dallarda, District Director

BY: *Dung Tran*  
Dung Tran, for District Permit Engineer

**CITY OF SAN DIEGO**  
**11-22-N-TK-1192**  
**PAGE TWO**

Your contractor is required to apply for and obtain an encroachment permit prior to starting work. Your contractor shall:

- Submit a fee of \$840.00.
- Submit proof of insurance.

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

County: SD	Direction: EB Market Street	PM:
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Closure Limits: At 19th St. and Rte. 5

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

**Legend:**

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

REMARKS:

**Permit # 1192-(11-22-6TK)-SPSALEM-10-05-2022**

**Chart No. 2  
Road Lane Requirement Hours**

County: SD	Direction: WB Market Street	PM:
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Closure Limits: At 19th St. and Rte. 5

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

**Legend:**

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

REMARKS:

**Permit # 1192-(11-22-6TK)-SPSALEM-10-05-2022**

**Chart No. 3**  
**Complete City Street Closure Hours**

Location: Commercial Street		Direction: EB																							
Closure limits: EB Commercial and Rte. 5 between 16th Street and 20th Street																									
Hour	00	01	02	03	04	05	06	07	08	09	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24
Mon–Thu	C	C	C	C	C																		C	C	C
Fri	C	C	C	C	C																				
Sat																									
Sun																							C	C	C
Legend:																									
<table border="1"> <tr> <td>C</td> <td>Street may be closed.</td> </tr> </table>						C	Street may be closed.																		
C	Street may be closed.																								
<p>REMARKS:</p> <p><b>A detour is required for this closure.</b>, see</p> <p><a href="#">Place a PCMS on EB Commercial Street at a location at the direction of the Engineer - warning traffic of the closure/detour ahead.</a></p> <p><a href="#">No other closure that conflicts with or shares any elements of the detour will be allowed.</a></p> <p><b><u>All signs must be placed per 2018 SP T9-T12</u></b></p>																									

Permit # 1192-(11-22-6TK)-SPSALEM-10-05-2022

**APPROVED**  
By Stephen Hirte at 1:13 pm, Oct 31, 2022

# SEWER & AC WATER GROUP 793A TRAFFIC CONTROL PLANS

## TRAFFIC CONTROL NOTES:

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

DOCUMENT NO.	EDITION	DESCRIPTION
PWP101019-01	2018	STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION ("GREENBOOK")
PWP101019-02	2018	CITY OF SAN DIEGO SUPPLEMENT TO THE "GREENBOOK" ("WHITEBOOK")
PWP107019-03	2018	CITY OF SAN DIEGO STANDARD DRAWINGS
PWP092816-07	2014	CALIFORNIA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (CA MUTCD)
- NOTIFICATIONS. THE CONTRACTOR SHALL NOTIFY THE FOLLOWING AFFECTED AGENCIES A MINIMUM OF FIVE (5) WORKING DAYS PRIOR TO ANY EXCAVATION, CONSTRUCTION OR TRAFFIC CONTROL:
 

FIRE DEPARTMENT DISPATCH	(STREET OR ALLEY CLOSURE)	(858) 573-1300
POLICE DEPARTMENT TRAFFIC	(STREET OR ALLEY CLOSURE)	(858) 495-7800
STREET DIVISION/ELECTRICAL	(TRAFFIC SIGNALS)	(619) 527-7500
METROPOLITAN TRANSIT SYSTEM	(BUS STOPS)	(619) 595-7038 EXT 6451
METROPOLITAN TRANSIT SYSTEM	(TAXI ZONES)	(619) 235-2644
METROPOLITAN TRANSIT SYSTEM	(TROLLEY LINES)	(619) 595-4960
UNDERGROUND SERVICE ALERT	(ANY EXCAVATION)	(800) 422-4133

THE CONTRACTOR SHALL NOTIFY PROPERTY OWNERS AND TENANTS A MINIMUM OF FIVE (5) WORKING DAYS PRIOR TO CLOSURE OF DRIVEWAYS. THE CONTRACTOR SHALL POST SIGNS NOTIFYING THE PUBLIC A MINIMUM OF FIVE (5) WORKING DAYS PRIOR TO CLOSURE OF STREETS.
- POSTING NO PARKING SIGNS. THE CONTRACTOR SHALL POST "TOW-AWAY/NO PARKING" SIGNS SEVENTY-TWO (72) HOURS IN ADVANCE FOR TEMPORARY PARKING REMOVAL. SIGNS SHALL INDICATE SPECIFIC DATES, DATES, AND TIMES OF RESTRICTIONS.
- EXCAVATIONS EXCEPT AS OTHERWISE SHOWN ON THE PLANS, TRENCHES SHALL BE BACKFILLED OR TRENCH PLATE AT THE END OF EACH WORK DAY. AN ASPHALT RAMP SHALL BE PLACED AROUND EACH TRENCH PLATE TO PREVENT THE PLATE FROM BEING DISLODGED. CONTRACTOR SHALL MONITOR TRENCH PLATES DURING NON-WORKING HOURS TO ENSURE THAT THEY DO NOT BECOME DISLODGED. UPON COMPLETION OF EXCAVATION BACKFILL, THE CONTRACTOR SHALL PROVIDE A SATISFACTORY SURFACE FOR TRAFFIC. WHEN CONSTRUCTION OPERATIONS ARE NOT ACTIVELY IN PROGRESS, THE CONTRACTOR SHALL MAINTAIN ALL TRAVEL LANES, BIKE LANES, AND PEDESTRIAN WALKWAYS OPEN TO APPROPRIATE TRAFFIC, EXCEPT AS OTHERWISE SHOWN ON THE PLANS.
- RESTORATION OF TRAFFIC CONTROL DEVICES. THE CONTRACTOR SHALL REPAIR OR REPLACE TRAFFIC CONTROL DEVICES (INCLUDING TRAFFIC SIGNS, STRIPING, PAVEMENT MARKINGS, LEGENDS, CURB MARKINGS, LOOP DETECTORS, TRAFFIC SIGNAL EQUIPMENT, ETC.) DAMAGED OR REMOVED AS A RESULT OF OPERATIONS AND NOT DESIGNATED FOR REMOVAL. REPAIRS AND REPLACEMENTS SHALL BE EQUAL TO EXISTING IMPROVEMENTS.
- TEMPORARY TRAFFIC SIGNAL DETECTION. THE CONTRACTOR SHALL INSTALL CITY APPROVED TEMPORARY VIDEO OR RADAR DETECTION WHEN EXISTING TRAFFIC SIGNAL DETECTION SYSTEMS ARE DAMAGED, DISABLED, OR BECOME INEFFECTIVE DUE TO CONSTRUCTION FOR A PERIOD OF FIVE (5) OR MORE DAYS. THE CONTRACTOR SHALL COMPLETELY REMOVE ALL TEMPORARY TRAFFIC SIGNAL DETECTION EQUIPMENT AND RESTORE/INSTALL A CITY APPROVED PERMANENT VEHICLE DETECTION SYSTEM UPON COMPLETION OF CONSTRUCTION. ALL INSTALLATIONS AND REMOVALS ARE SUBJECT TO APPROVAL BY THE CITY ENGINEER.
- CHANGES IN WORK. THE CITY RESIDENT ENGINEER WILL OBSERVE THESE TRAFFIC CONTROL PLANS IN OPERATION AND RESERVES THE RIGHT TO MAKE CHANGES AS THE FIELD CONDITIONS WARRANT. ANY SUCH CHANGES SHALL BE DOCUMENTED AND SUPERSEDE THESE PLANS.
- FOR WORK NOT COVERED BY THESE TRAFFIC CONTROL PLANS, THE CONTRACTOR SHALL PREPARE TRAFFIC CONTROL WORKING DRAWINGS AND SUBMIT THEM TO THE CITY RESIDENT ENGINEER. THE CONTRACTOR SHALL ALLOW A MINIMUM OF TWENTY (20) WORKING DAYS FOR REVIEW OF THE WORKING DRAWINGS. UPON APPROVAL OF THE TRAFFIC CONTROL PLAN, THE PUBLIC WORKS TRAFFIC CONTROL SECTION WILL ISSUE A TRAFFIC CONTROL PLAN (TCP) PERMIT FOR THIS WORK.
- THE CONTRACTOR SHALL PLACE "OPEN TRENCH" SIGNS (C27(CA)) ON BARRICADES WITHIN THE WORK ZONE, AHEAD OF ANY WORK AREA WHICH INCLUDES OPEN TRENCHES IN EXCESS OF THREE (3) INCHES IN DEPTH, PER CA MUTCD SECTION 6F.103 (CA) GUIDELINES.

## SIGN LEGEND

NOTE: ALL SIGNS ARE STANDARD SIZE

## TRAFFIC CONTROL DESIGN SPEED

19TH STREET	_____	25 MPH
25TH STREET	_____	25 MPH
G STREET	_____	25 MPH
MARKET STREET	_____	30 MPH
COMMERCIAL STREET	_____	25 MPH

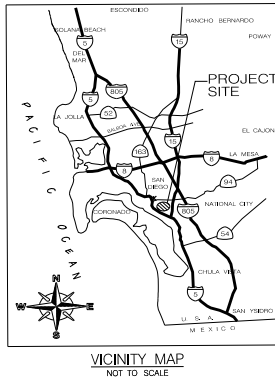


TABLE 1

RECOMMENDED SIGN SPACING FOR ADVANCE WARNING SIGN SERIES

APPROACH SPEED (MPH)	MINIMUM DISTANCE IN FEET BETWEEN SIGNS AND FROM LAST SIGN TO TAPER	MAXIMUM DEVICE SPACING IN FEET	MINIMUM TAPER LENGTHS FOR LANE WIDTHS*		
			10 FT	11 FT	12 FT
25	100	25	105	115	125
30	250	30	150	165	180
35	250	35	205	225	245
40	250	40	265	295	320
45	350	45	450	495	540
50	350	50	500	550	600
55+	350	50	550	605	660

\* L-W3/60 FOR SPEED OF 40 MPH OR LESS; L-W5 FOR SPEED GREATER THAN 40 MPH. TAPER LENGTHS SHOWN ARE ROUNDED TO NEAREST 5 FEET.

TABLE 2

RECOMMENDED TAPER LENGTH AND DEVICE SPACING FOR CHANNELIZING TAPERS

APPROACH SPEED (MPH)	TAPER LENGTH (FT)	SPACING OF CONES ALONG TAPER (FEET)	NOTE: TAPER FORMULA
30	180	30	
35	245	35	L * W * S / 60 for speeds of 40 mph or less
40	320	40	
45	540	45	
50	600	50	
50+	660	50	

\* BASED ON 12-FOOT WIDE LANE. THIS COLUMN IS ALSO APPROPRIATE FOR LANE WIDTHS LESS THAN 12 FEET

## LEGEND

DELINEATOR OR CONE	•
SIGN	▲
TRAFFIC DIRECTIONAL ARROW	→
WORK AREA	▨
FLASHING ARROW BOARD	▨
BARRICADE	I
PFB (PORTABLE FLASHING BEACON)	⊠
FLAGGER	■
OPEN TRENCH AREA	▨

## SEWER & AC WATER GROUP 793A TRAFFIC CONTROL PLANS

CITY OF SAN DIEGO, CALIFORNIA ENGINEERING & CAPITAL PROJECTS DEPARTMENT SHEET 1 OF 17 SHEETS		WATER NO. B-19160 SEWER NO. B-19155
DATE: 10/28/22	FOR CITY ENGINEER: JAMES RAMOS PRINT DATE: 3/31/23	DATE: 08/24/25 PROJECT MANAGER: KYLE NELSON
DESCRIPTION: ORIGINAL	BY: MW/PARSONS	PROJECT ENGINEER: 198-1725
APPROVED: _____	DATE: _____	COORDINATE: 1838-6285
CONTRACTOR: _____	NTP DATE: _____	COORDINATE: 41560-01-D
INSPECTOR: _____	NOI DATE: _____	

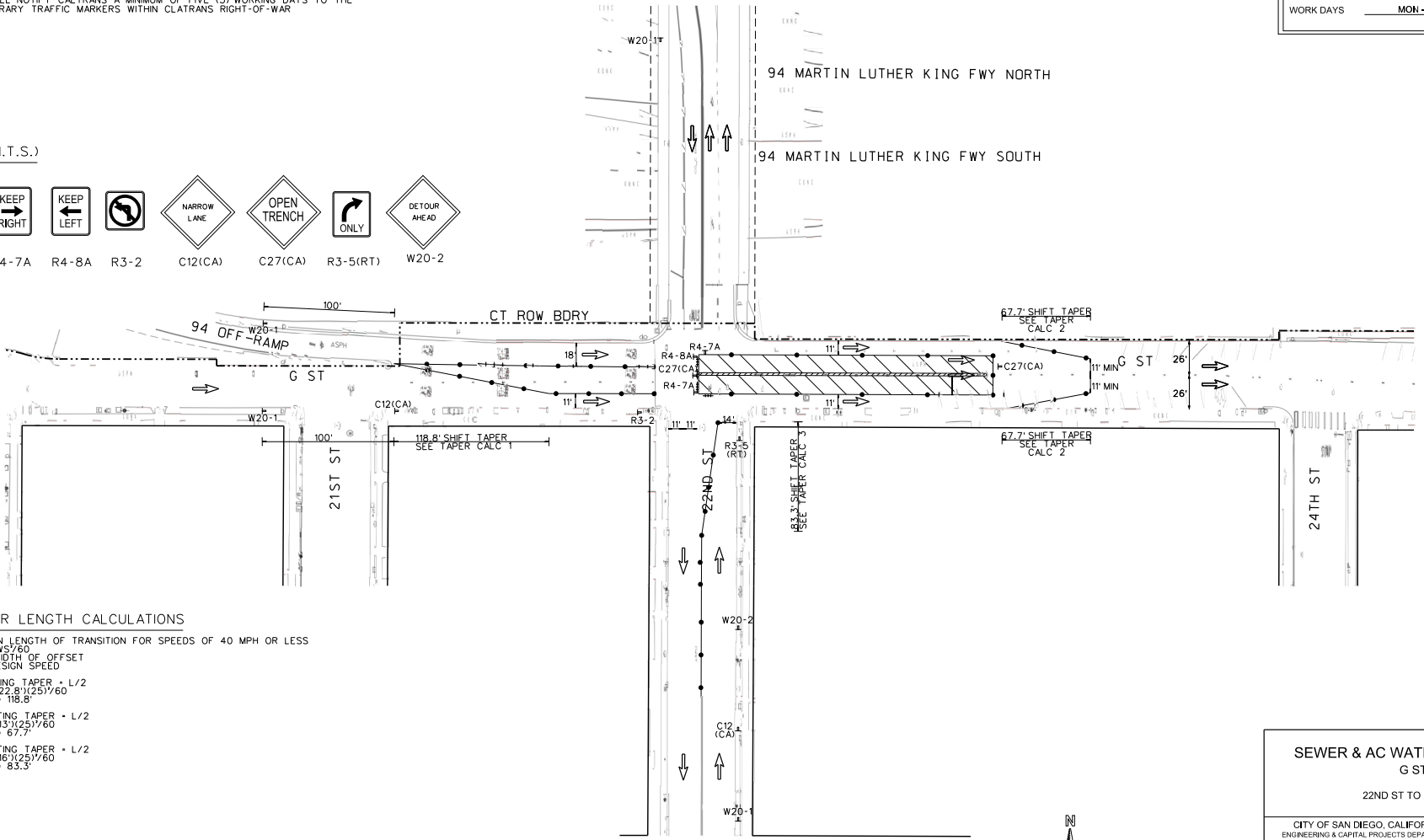
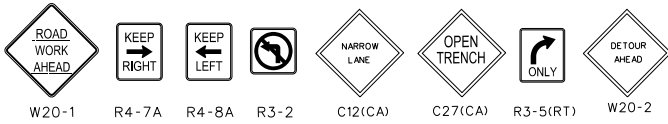
# 100% DESIGN

CONSTRUCTION NOTES:

- 1 CONTRACTOR SHALL MAINTAIN PEDESTRIAN ACCESS OR PROVIDE PEDESTRIAN DETOUR AT ALL TIMES. CONTRACTOR SHALL HAVE FLAGGER AVAILABLE DURING CONSTRUCTION TO PROVIDE GUIDANCE TO PEDESTRIANS IF NEEDED. CONTRACTOR SHALL MAINTAIN ACCESS TO PROPERTIES AT ALL TIMES.
- 2 CONTRACTOR SHALL NOTIFY CALTRANS A MINIMUM OF FIVE (5) WORKING DAYS TO THE PLACEMENT OF TEMPORARY TRAFFIC MARKERS WITHIN CALTRANS RIGHT-OF-WAY

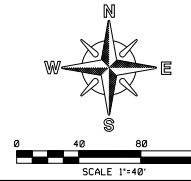
WORK HOURS 8:30 AM TO 3:30 PM  
 WORK DAYS MON - FRI

SIGN LEGEND (N.T.S.)



TAPER LENGTH CALCULATIONS

- L = MIN LENGTH OF TRANSITION FOR SPEEDS OF 40 MPH OR LESS
- W = WS/60
- W = WIDTH OF OFFSET
- S = DESIGN SPEED
- 1. SHIFTING TAPER = L/2
- L = (22.8')(25)/60
- L/2 = 118.8'
- 2. SHIFTING TAPER = L/2
- L = (13')(25)/60
- L/2 = 67.7'
- 3. SHIFTING TAPER = L/2
- L = (16')(25)/60
- L/2 = 83.3'



T-2

**SEWER & AC WATER GROUP 793A**  
G ST  
22ND ST TO 24TH ST

CITY OF SAN DIEGO, CALIFORNIA  
ENGINEERING & CAPITAL PROJECTS DEPARTMENT  
SHEET 2 OF 19 SHEETS

DATE	10/28/22	WATER NOS	B-19160
FOR CITY ENGINEER	JAMIE RAMOS	SEWER NOS	B-19155
DATE	10/28/22	PROJECT MANAGER	PEDRO MELO RODRIGUEZ
BY	MW/PARSONS	PROJECT ENGINEER	KYLE NELSON
APPROVED			198-1725
DATE			1838-6285
FILMED			CSST COORDINATE
			41560-02-D

CONTRACTOR \_\_\_\_\_ NTP DATE \_\_\_\_\_  
 INSPECTOR \_\_\_\_\_ MOC DATE \_\_\_\_\_

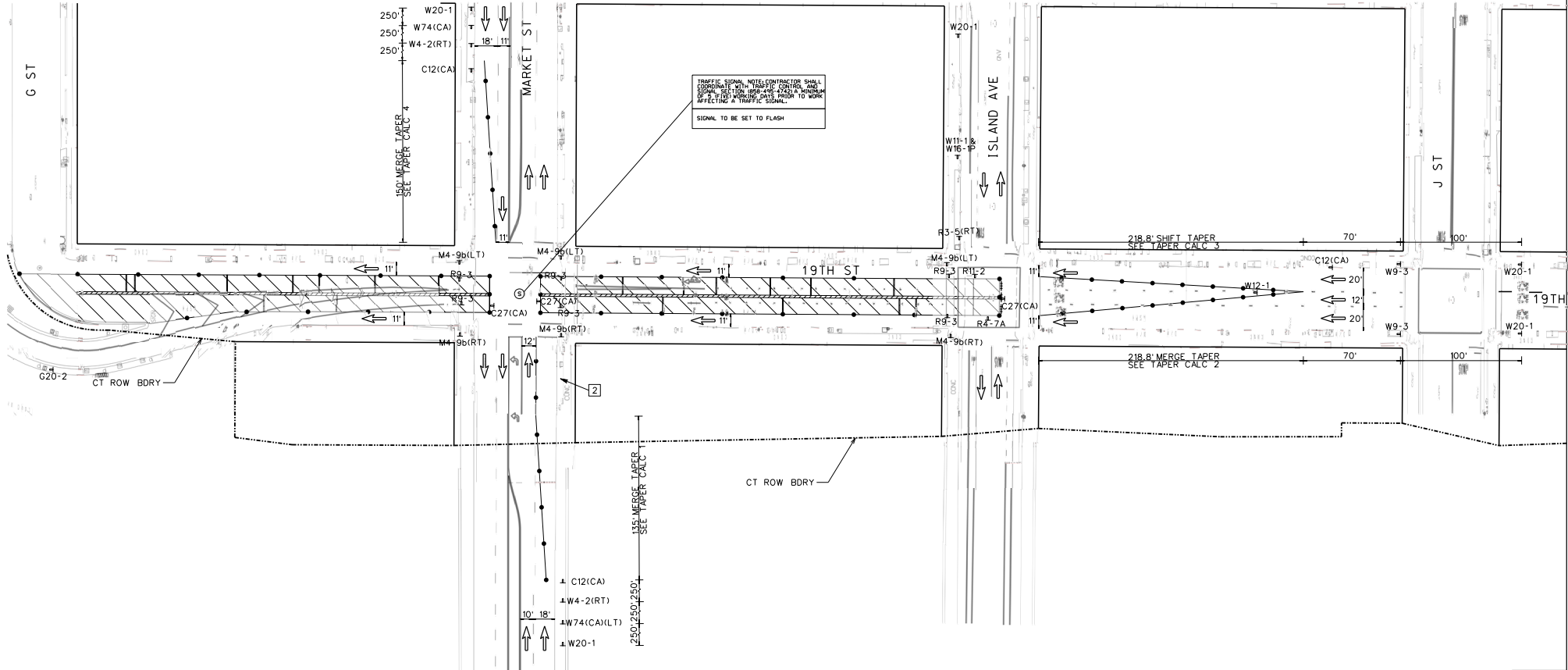
**100% DESIGN**

**CONSTRUCTION NOTES:**

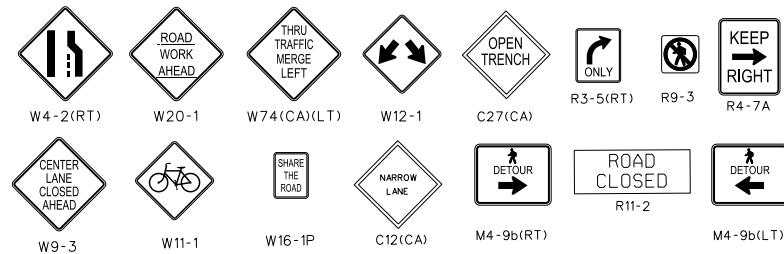
**1** CONTRACTOR SHALL MAINTAIN PEDESTRIAN ACCESS OR PROVIDE PEDESTRIAN DETOUR AT ALL TIMES. CONTRACTOR SHALL HAVE FLAGGER AVAILABLE DURING CONSTRUCTION TO PROVIDE GUIDANCE TO PEDESTRIANS IF NEEDED. CONTRACTOR SHALL MAINTAIN ACCESS TO PROPERTIES AT ALL TIMES.

**2** CONTRACTOR SHALL NOTIFY METROPOLITAN TRANSIT SYSTEM (MTS) A MINIMUM OF FIVE (5) WORKING DAYS PRIOR TO ANY EXCAVATION, CONSTRUCTION, OR TRAFFIC CONTROL AROUND BUS STOPS.

**3** CONTRACTOR SHALL NOTIFY CALTRANS A MINIMUM OF FIVE (5) WORKING DAYS PRIOR TO THE PLACEMENT OF TEMPORARY TRAFFIC MARKERS WITHIN CALTRANS RIGHT-OF-WAY



**SIGN LEGEND (N.T.S.)**



**TAPER LENGTH CALCULATIONS**

L = MINIMUM LENGTH OF TRANSITION FOR SPEEDS OF 40 MPH OR LESS  
 W = WIDTH OF OFFSET  
 S = DESIGN SPEED

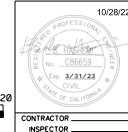
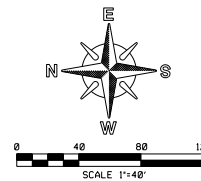
1. MERGING TAPER - L  
 L =  $(21)(25)^{1/2}/60$   
 L = 135'

2. MERGING TAPER - L  
 L =  $(21)(25)^{1/2}/60$   
 L = 218.8'

3. SHIFTING TAPER - L/2  
 L =  $(9)(25)^{1/2}/60$   
 L/2 = 46.9'

4. MERGING TAPER - L  
 L =  $(10)(30)^{1/2}/60$   
 L = 150'

WORK HOURS 8:30 AM TO 3:30 PM  
 WORK DAYS MON - FRI



T-6	
<b>SEWER &amp; AC WATER GROUP 793A</b> 19TH ST G ST TO J ST	
CITY OF SAN DIEGO, CALIFORNIA ENGINEERING & CAPITAL PROJECTS DEPARTMENT SHEET 6 OF 19 SHEETS	
DATE: 10/28/22	DATE: 10/28/22
FOR CITY ENGINEER: JAMES RAMOS	DATE: 10/28/22
PROJECT ENGINEER: KYLE NELSON	PROJECT ENGINEER: KYLE NELSON
DESCRIPTION: ORIGINAL	DATE: 10/28/22
BY: MW/PARSONS	DATE: 10/28/22
APPROVED: [Signature]	DATE: 10/28/22
RECEIVED: [Signature]	DATE: 10/28/22
PROJECT ENGINEER: KYLE NELSON	PROJECT ENGINEER: KYLE NELSON
198-1725	198-1725
CESST COORDINATE	CESST COORDINATE
1838-6285	1838-6285
CESST COORDINATE	CESST COORDINATE
41560-06-D	41560-06-D

**100% DESIGN**

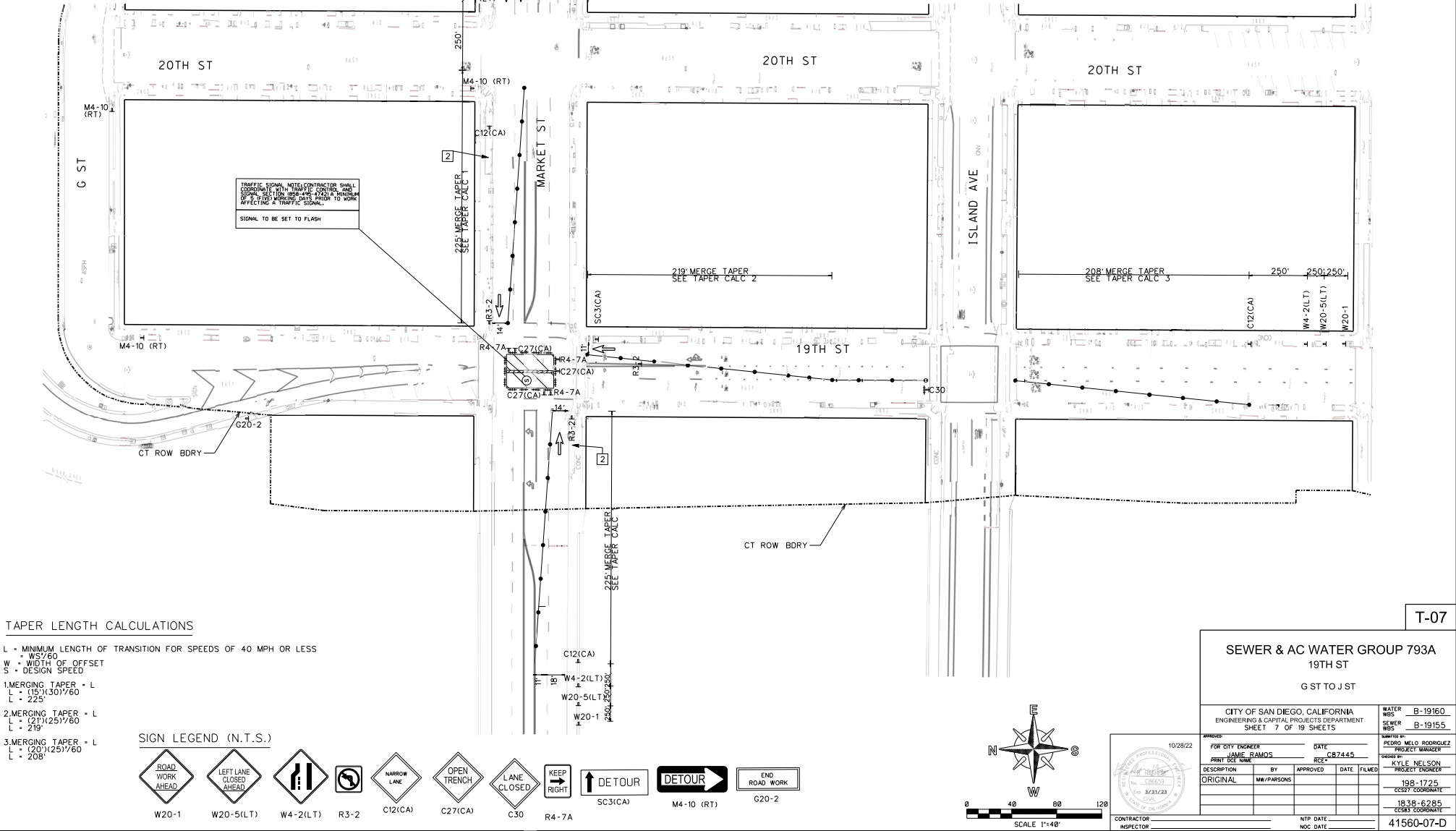


**CONSTRUCTION NOTES:**

- 1 CONTRACTOR SHALL MAINTAIN PEDESTRIAN ACCESS OR PROVIDE PEDESTRIAN DETOUR AT ALL TIMES. CONTRACTOR SHALL HAVE FLAGGER AVAILABLE DURING CONSTRUCTION TO PROVIDE GUIDANCE TO PEDESTRIANS IF NEEDED. CONTRACTOR SHALL MAINTAIN ACCESS TO PROPERTIES AT ALL TIMES.
- 2 CONTRACTOR SHALL NOTIFY METROPOLITAN TRANSIT SYSTEM (MTS) A MINIMUM OF FIVE (5) WORKING DAYS PRIOR TO ANY EXCAVATION, CONSTRUCTION, OR TRAFFIC CONTROL AROUND BUS STOPS.

- 3 CONTRACTOR SHALL NOTIFY CALTRANS A MINIMUM OF FIVE (5) WORKING DAYS PRIOR TO THE PLACEMENT OF TEMPORARY TRAFFIC MARKERS WITHIN CALTRANS RIGHT-OF-WAY

WORK HOURS 8:30 AM TO 3:30 PM  
 WORK DAYS MON - FRI

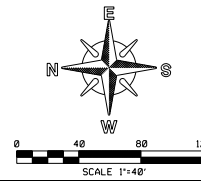
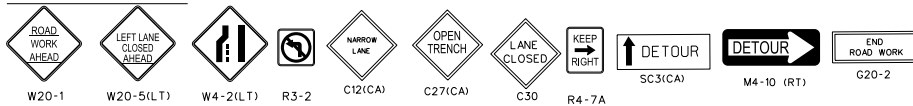


**TAPER LENGTH CALCULATIONS**

L = MINIMUM LENGTH OF TRANSITION FOR SPEEDS OF 40 MPH OR LESS  
 $L = \frac{WS^2}{60}$   
 W = WIDTH OF OFFSET  
 S = DESIGN SPEED

- 1. MERGING TAPER - L  
 $L = \frac{(15)(30)^2}{60}$   
 $L = 225'$
- 2. MERGING TAPER - L  
 $L = \frac{(21)(25)^2}{60}$   
 $L = 219'$
- 3. MERGING TAPER - L  
 $L = \frac{(20)(25)^2}{60}$   
 $L = 208'$

**SIGN LEGEND (N.T.S.)**



**T-07**

**SEWER & AC WATER GROUP 793A**  
 19TH ST  
 G ST TO J ST

CITY OF SAN DIEGO, CALIFORNIA  
 ENGINEERING & CAPITAL PROJECTS DEPARTMENT  
 SHEET 7 OF 19 SHEETS

DATE: 10/28/22	DATE: CB2445	PROJECT NUMBER: B-19160
FOR CITY ENGINEER: JAMES RAMOS	BY: [Signature]	SEWER WBS: B-19155
DESCRIPTION: ORIGINAL	DATE: 3/31/23	PROJECT ENGINEER: KYLE NELSON
DATE: 3/31/23	DATE: [Blank]	PROJECT NUMBER: 198-1725
DATE: [Blank]	DATE: [Blank]	COORDINATE: 1938-6285
DATE: [Blank]	DATE: [Blank]	COORDINATE: C587

CONTRACTOR: [Blank] NTP DATE: [Blank]  
 INSPECTOR: [Blank] MOC DATE: [Blank]

**41560-07-D**

**100% DESIGN**

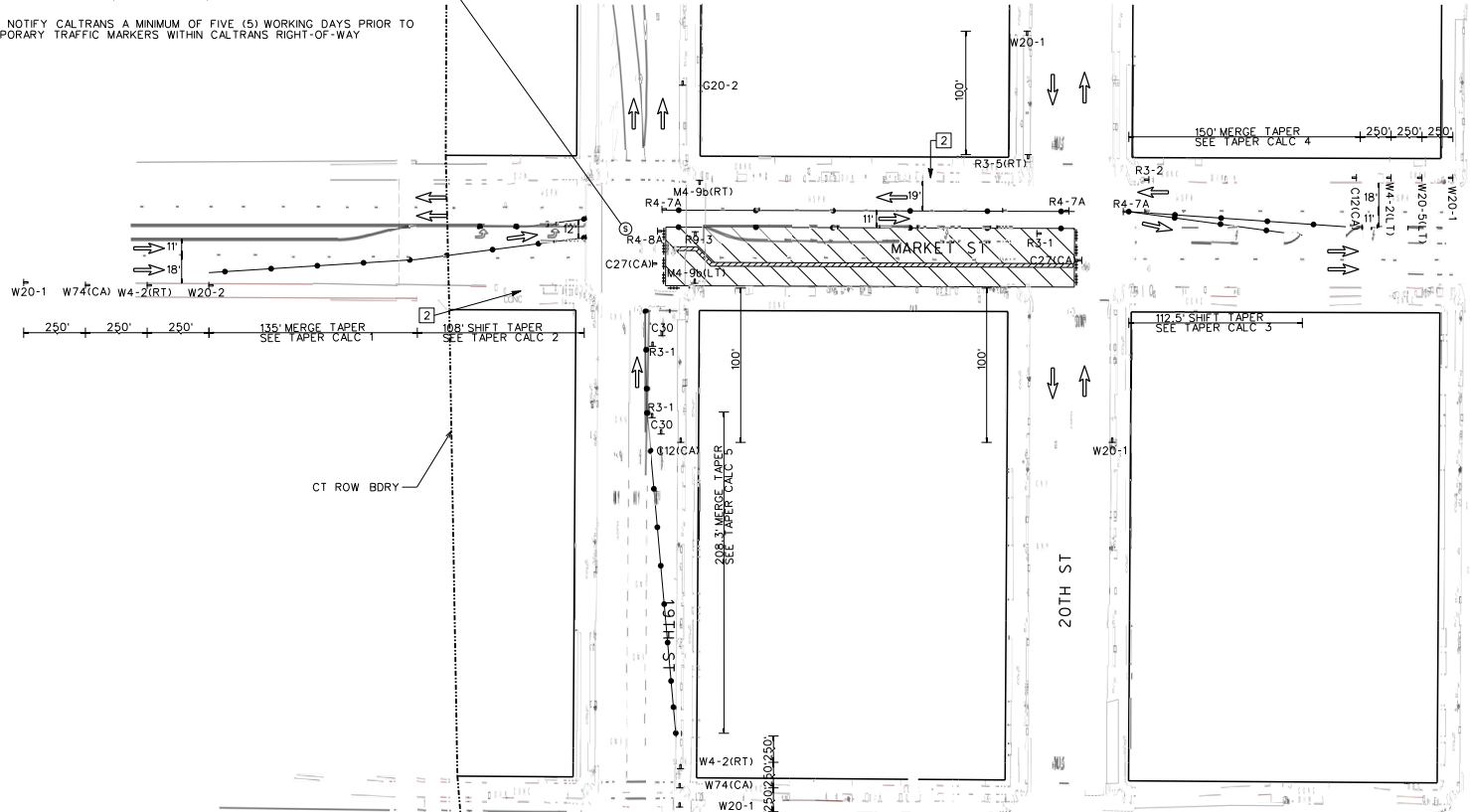
19TH ST

CONSTRUCTION NOTES:

- 1 CONTRACTOR SHALL MAINTAIN PEDESTRIAN ACCESS OR PROVIDE PEDESTRIAN DETOUR AT ALL TIMES. CONTRACTOR SHALL HAVE FLAGGER AVAILABLE DURING CONSTRUCTION TO PROVIDE GUIDANCE TO PEDESTRIANS IF NEEDED. CONTRACTOR SHALL MAINTAIN ACCESS TO PROPERTIES AT ALL TIMES.
- 2 CONTRACTOR SHALL NOTIFY METROPOLITAN TRANSIT SYSTEM (MTS) A MINIMUM OF FIVE (5) WORKING DAYS PRIOR TO ANY EXCAVATION, CONSTRUCTION, OR TRAFFIC CONTROL AROUND BUS STOPS.
- 3 CONTRACTOR SHALL NOTIFY CALTRANS A MINIMUM OF FIVE (5) WORKING DAYS PRIOR TO THE PLACEMENT OF TEMPORARY TRAFFIC MARKERS WITHIN CALTRANS RIGHT-OF-WAY.

TRAFFIC SIGNAL, NOT CONTRACTOR SHALL RESPONSIBLE FOR TRAFFIC CONTROL, AND BE IN PLACE WORKING DAYS PRIOR TO WORK AFFECTING A TRAFFIC SIGNAL.  
SIGNAL TO BE SET TO FLASH

WORK HOURS 8:30 AM TO 3:30 PM  
WORK DAYS MON - FRI



TAPER LENGTH CALCULATIONS

- L = MINIMUM LENGTH OF TRANSITION FOR SPEEDS OF 40 MPH OR LESS
  - W = WS<sup>2</sup>/60
  - W = WIDTH OF OFFSET
  - S = DESIGN SPEED
- 1. MERGING TAPER - L
  - L = (9)(30)<sup>2</sup>/60
  - L = 135'
- 2. SHIFTING TAPER - L/2
  - L = (14.4)(30)<sup>2</sup>/60
  - L/2 = 108'
- 3. SHIFTING TAPER - L/2
  - L = (15)(30)<sup>2</sup>/60
  - L/2 = 112.5'
- 4. MERGING TAPER - L
  - L = (10)(30)<sup>2</sup>/60
  - L = 150'
- 5. MERGING TAPER - L
  - L = (20)(25)<sup>2</sup>/60
  - L = 208.3'

SIGN LEGEND (N.T.S.)

The sign legend displays 20 different traffic signs used in the project. Each sign is accompanied by its specific code: R4-8A (Keep Left), W4-2(RT) (Narrow Lane), W20-1 (Road Work Ahead), R3-5(RT) (Right Turn Only), C12(CA) (Narrow Lane), C27(CA) (Open Trench), C30 (Lane Closed), R9-3 (No Left Turn), R4-7A (Keep Right), M4-9b(LT) (Detour), G20-2 (End Road Work), W74(CA) (Thru Traffic Merge Left), W4-2(LT) (Narrow Lane), W20-5(LT) (Left Lane Closed Ahead), R3-1 (No Right Turn), R3-2 (No Left Turn), W20-2 (Detour Ahead), and M4-9b(RT) (Detour). A north arrow and a graphic scale (1"=40') are also included.

T-09

**SEWER & AC WATER GROUP 793A  
MARKET ST**  
19TH ST TO 20TH ST

CITY OF SAN DIEGO, CALIFORNIA  
ENGINEERING & CAPITAL PROJECTS DEPARTMENT  
SHEET 9 OF 19 SHEETS

DATE: 10/28/22  
FOR CITY ENGINEER: JAME RAMOS  
PRINT DATE: 3/31/23

DATE: CB2445  
RECEIVED: [Stamp]

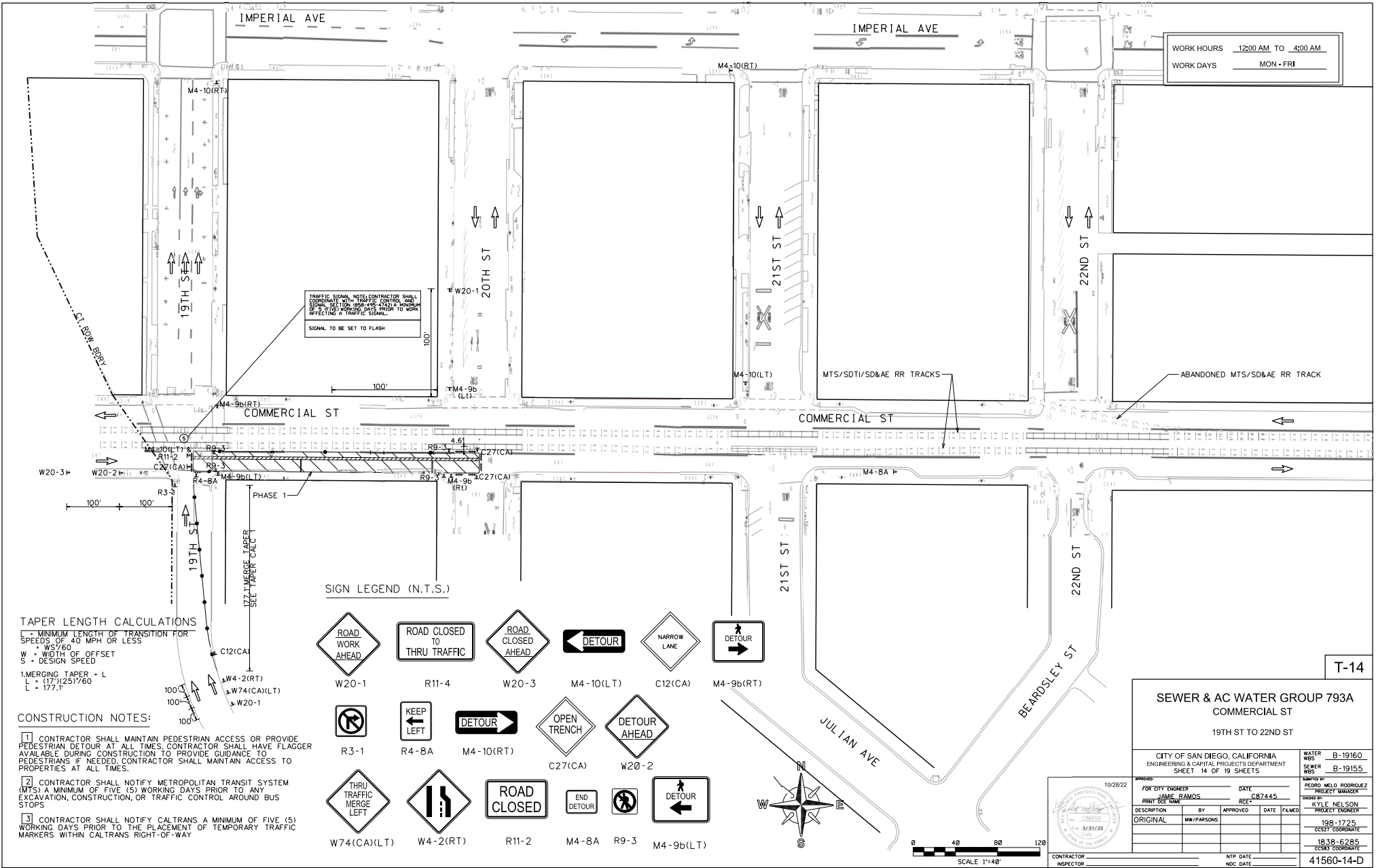
PROJECT MANAGER: PLEDO MELO RODRIGUEZ  
PROJECT ENGINEER: KYLE NELSON  
PROJECT NUMBER: 198-1725  
CCESSY COORDINATE: 1838-6285  
CCESSY COORDINATE: 41560-09-D

CONTRACTOR: [Blank]  
INSPECTOR: [Blank]

NTP DATE: [Blank]  
NOC DATE: [Blank]

100% DESIGN

MARKET ST



**TAPER LENGTH CALCULATIONS**

L = MINIMUM LENGTH OF TRANSITION FOR SPEEDS OF 40 MPH OR LESS  
 $L = WS^2/60$   
 W = WIDTH OF OFFSET  
 S = DESIGN SPEED

1. MERGING TAPER - L  
 $L = (17')(25)^2/60$   
 L = 177.1'

**SIGN LEGEND (N.T.S.)**


**T-14**

**SEWER & AC WATER GROUP 793A**  
**COMMERCIAL ST**  
 19TH ST TO 22ND ST

CITY OF SAN DIEGO, CALIFORNIA  
 ENGINEERING & CAPITAL PROJECTS DEPARTMENT  
 SHEET 14 OF 19 SHEETS

DATE: 10/28/22  
 FOR CITY ENGINEER: JAMES RAMOS  
 PRINT DATE: 3/23/23  
 DATE: 3/23/23

DATE: 3/23/23  
 PROJECT ENGINEER: KYLE NELSON

PROJECT NUMBER: 198-1725  
 CCSI7 COORDINATE: 1838-6285

WATER NOS: B-19160  
 SEWER NOS: B-19155

DESIGNED BY: PEDRO MELO RODRIGUEZ  
 PROJECT MANAGER: KYLE NELSON

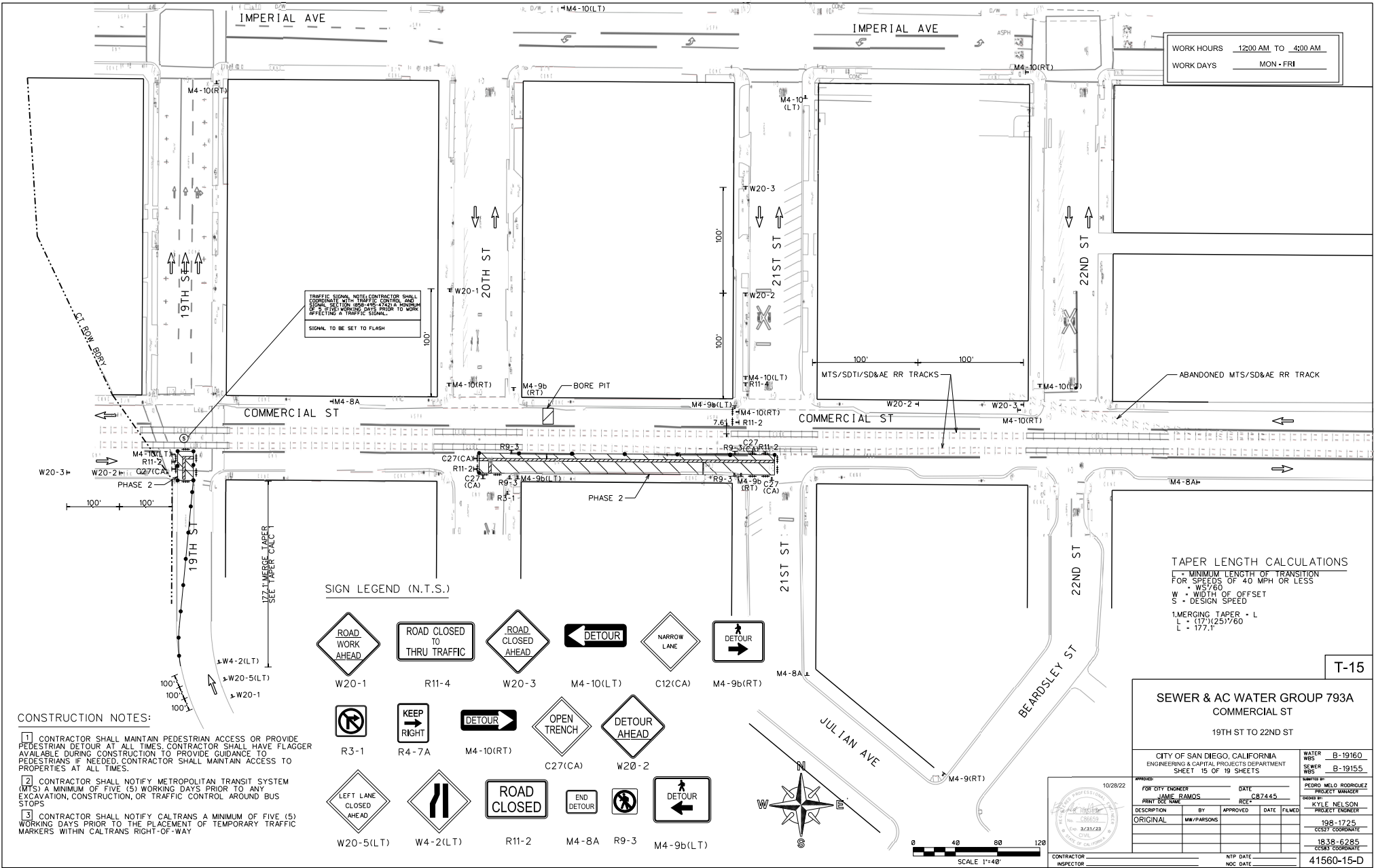
CONTRACTOR: \_\_\_\_\_  
 INSPECTOR: \_\_\_\_\_

NTP DATE: \_\_\_\_\_  
 NOC DATE: \_\_\_\_\_

41560-14-D

**100% DESIGN**

COMMERCIAL ST

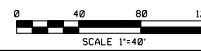


WORK HOURS 12:00 AM TO 4:00 AM  
 WORK DAYS MON - FRI

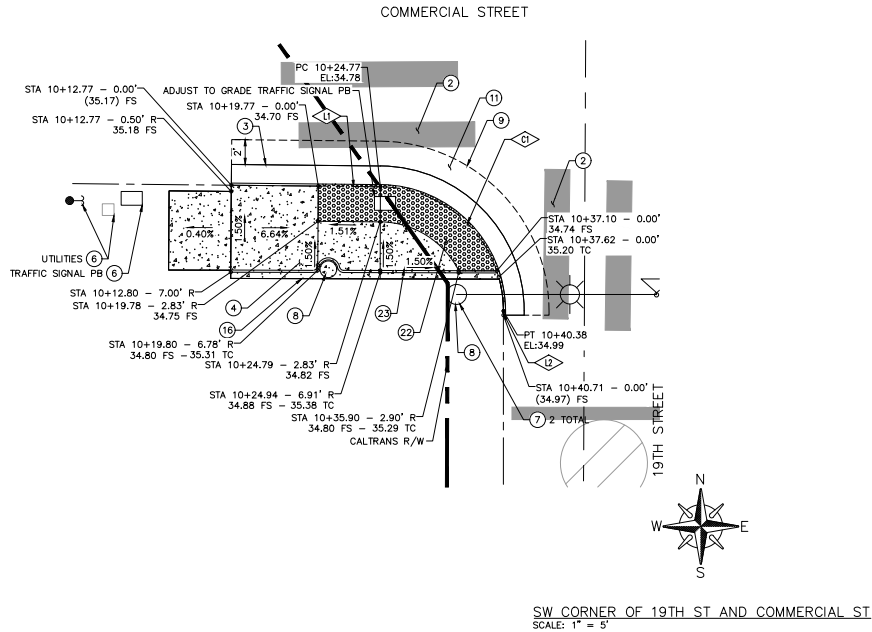
COMMERCIAL ST

T-15

<b>SEWER &amp; AC WATER GROUP 793A</b>		COMMERCIAL ST		19TH ST TO 22ND ST	
CITY OF SAN DIEGO, CALIFORNIA ENGINEERING & CAPITAL PROJECTS DEPARTMENT SHEET 15 OF 19 SHEETS				WATER NOB B-19160	SEWER NOB B-19155
DATE 10/28/22	FOR CITY ENGINEER JAMES RAMOS	DATE	RECEIVED C87445	DESIGNED BY FELIX MELO RODRIGUEZ	PROJECT MANAGER
PRINT DATE 3/31/23	BY	APPROVED	DATE	FILED	ORDER BY KYLE NELSON
ORIGINAL	MM/PARSONS				PROJECT ENGINEER
					198-1725
					CSST COORDINATE
					1838-6285
					CSST COORDINATE
					41560-15-D
CONTRACTOR INSPECTOR				NTP DATE	NOE DATE



100% DESIGN



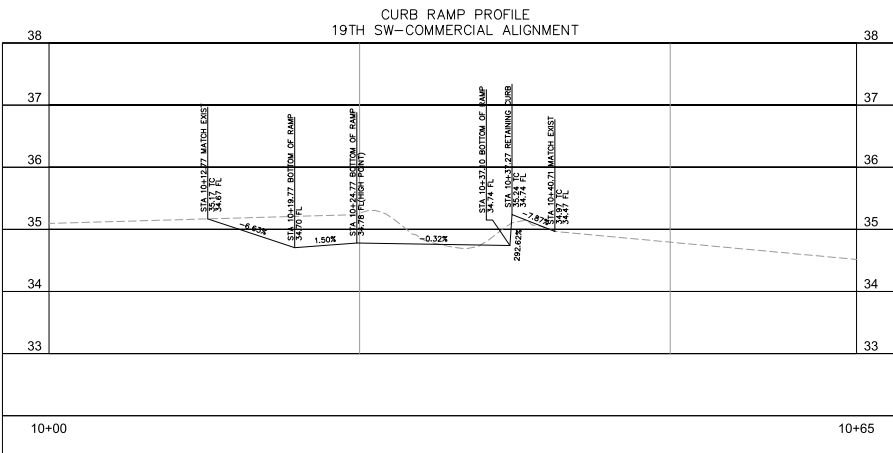
SW CORNER OF 19TH ST AND COMMERCIAL ST.  
SCALE: 1" = 5'

**CONSTRUCTION NOTES**

- 1 NOT USED.
- 2 MODIFY CROSSWALK PER SDM-116 AND PER "19TH AND MARKET STREET ROAD STRIPING IMPROVEMENT PLAN"
- 3 CONSTRUCT 6" CURB & 24" CUTTER PER SDG-151. CURB SHALL BE 6" HIGH AND GUTTER SHALL BE 24" WIDE UNLESS OTHERWISE INDICATED ON PLAN.
- 4 CONSTRUCT SIDEWALK PER SDG-155.
- 5 NOT USED.
- 6 PROTECT IN PLACE.
- 7 REMOVE EXISTING PEDESTRIAN PUSH BUTTON.
- 8 FURNISH AND INSTALL PEDESTRIAN PUSH BUTTON PER CALTRANS RSP ES-7A AND PER SIGNING AND STRIPING PLANS.
- 9 SAWCUT.
- 10 NOT USED.
- 11 CONSTRUCT 14.5" OF FULL DEPTH ASPHALT CONCRETE CONFORM PER STD PLAN DETAIL SDG-113 WITH AN ASSUMED "R" VALUE OF 20, MAJOR CATEGORY.
- 12 NOT USED.
- 13 NOT USED.
- 14 NOT USED.
- 15 NOT USED.
- 16 CONSTRUCT 6" MONOLITHIC CURB PER SDG-150, HEIGHT SHALL BE 6" UNLESS OTHERWISE INDICATED ON PLAN.
- 17 NOT USED.
- 18 NOT USED.
- 19 NOT USED.
- 20 NOT USED.
- 21 NOT USED.
- 22 CONSTRUCT DETECTABLE WARNING TILE PER CALTRANS STD. PLAN AB8A. A DETECTABLE WARNING SURFACE MUST BE ON THE AUTHORIZED MATERIAL LIST FOR DETECTABLE WARNING SURFACES AND MATCH YELLOW COLOR NO. 33538 OF FED-STD-595.
- 23 CONSTRUCT CASE "CM" CURB RAMP PER DETAIL AND PER CALTRANS STD. PLAN AB86.

NOTE:  
UTILITIES NOT SHOWN FOR CLARITY. PROTECT IN PLACE ALL EXISTING UTILITIES, EXCEPT WHENEVER NOTED.

ALIGNMENT: 19TH SW-COMMERCIAL						
POINT	STATION	NORTHING (Y)	EASTING (X)	ELEMENT	BRG/DELTA	DIST/LENGTH
C1	10+24.77	1837531.0891	6285807.4406	R=10.000	=89° 24' 29"	D=15.60'
L1	10+00.00	1837531.3410	6285782.6690	STRAIGHT	S 89°25'02" E	L=12.00'
L2	10+40.38	1837521.0912	6285817.3389	STRAIGHT	S 0°00'33" E	L=0.34'



HORIZONTAL SCALE: 1" = 5'  
VERTICAL SCALE: 1" = 1'

**CURB RAMP NOTES:**

1. SEE SHEET 49 FOR ADDITIONAL INFORMATION

CURB RAMP DETAIL

**TOPOGRAPHY SOURCE:**  
CITY OF SAN DIEGO  
**BENCHMARK:**  
NEBP 26TH/IMPERIAL (PT#36)  
ELEV. 70.031 MSL, BASED ON NGVD 29 FEET AS SHOWN IN THE CITY OF SAN DIEGO BENCH BOOK  
**FIELD NOTES:**  
SUBDIVISION MAPS 856  
MS MAP 765  
**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 CALTRANS BASE STATION BROADCAST OF 2015 AND CONSTRAINING TO GPS 1144 (PT#35), AND GPS 1142 (PT#32) I.E. N 0°06'53"W.

C-62

**SEWER & WATER GROUP 793A**  
**CURB RAMP DETAIL**  
SW CORNER OF 19TH ST AND COMMERCIAL ST

CITY OF SAN DIEGO, CALIFORNIA  
ENGINEERING & CAPITAL PROJECTS DEPARTMENT  
SHEET 64 OF 71 SHEETS

WATER B-19160  
SEWER B-19155

	APPROVED FOR CITY ENGINEER	DATE	PROJECT MANAGER		
	PRINTED NAME: JAMES RAMOS	REF: CB7445	DESIGNER: PEDRO MELC-RODRIGUEZ		
DESCRIPTION	BY	APPROVED	DATE	FILMED	PROJECT ENGINEER
ORIGINAL	KR/CRA				KYLE NELSON
					198-1725
					CCS27 COORDINATE
					1838-6285
					CCS83 COORDINATE
CONTRACTOR		NIP DATE			41560-64-D
INSPECTOR		NOC DATE			

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

TR-0405 (REV 03/2015)

Permit No.
Dist/Co/Rte/PM District 11 / SD-San Diego / Route 5 / SD R14.427

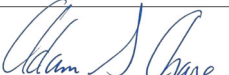
Encroachment permit projects that create, alter, or affect pedestrian facilities are required to be designed and constructed in accordance with the policies and standards in the current Design Information Bulletin 82 (DIB 82). Certification of compliance must be submitted by the permittee or permittee's authorized representative prior to the issuance of an encroachment permit or rider AND after construction is completed. DIB 82 can be found at:

<http://www.dot.ca.gov/hq/oppd/dib/dibprg.htm>

A separate TR-0405 form must be used for the Design and Post Construction Certifications. A California Licensed Professional Engineer, Licensed Architect or Licensed Landscape Architect's Stamp\* is required except when (1) an authorized utility company representative or (2) an authorized Caltrans representative signs the form (at the discretion of the District Permit Engineer).

**Design Certification (prior to issuance of encroachment permit)**

- I, Adam S. Chase a California Licensed Professional Engineer, Licensed Architect or Licensed Landscape Architect, do hereby certify that:
- I \_\_\_\_\_ an authorized Caltrans representative, do hereby certify that:
- I \_\_\_\_\_ an authorized representative of \_\_\_\_\_ (utility company only) do certify that:
- This project has been designed in accordance with DIB 82.
- An approved Exception to Accessibility Design Standards is attached.


SIGNATURE 	TITLE Project Manager	DATE 10/26/2022
--	--------------------------	--------------------

**Post Construction Certification**

- I \_\_\_\_\_ a California Licensed Professional Engineer, Licensed Architect or Licensed Landscape Architect, do hereby certify that:
- I \_\_\_\_\_ an authorized Caltrans representative, do hereby certify that:
- I \_\_\_\_\_ an authorized representative of \_\_\_\_\_ (utility company only) do certify that:
- This project has been constructed in accordance with DIB 82.
- An approved Exception to Accessibility Design Standards is attached.

SIGNATURE	TITLE	DATE
-----------	-------	------

**CA. LICENSED PROFESSIONAL ENGINEER, LICENSED ARCHITECT OR LICENSED LANDSCAPE ARCHITECT'S STAMP**



*I attest to the technical information contained herein and have judged the qualifications of all technical specialists providing engineering data upon which recommendations, conclusions, and decisions were based.*

\*A Licensed Architect or Licensed Landscape Architect may prepare this document and sign and seal it in lieu of a Registered Civil Engineer, provided the same Licensed Architect or Licensed Landscape Architect designed the on-site improvements. Use the seal of the appropriate licensed person in responsible charge.

**ADA Notice**

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

PERMIT NO. 11-22-6-TK-1192  
11/SD/5, 94/Var.

Dear Sir or Madam:

*All work authorized by the above-numbered permit was  
completed on* \_\_\_\_\_  
DATE

\_\_\_\_\_  
SIGNATURE OF PERMITTEE  
\_\_\_\_\_

FM 92 1546 M

## ENCROACHMENT PERMIT GENERAL PROVISIONS

TR – 0045 (REV. 7/2022)

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



**ENCROACHMENT PERMIT GENERAL PROVISIONS****12. PERMITS, APPROVALS, AND CONCURRENCES FROM OTHER AGENCIES AND/OR ENTITIES:**

This encroachment permit is invalidated if the Permittee has not obtained all permits and approvals necessary and required by law, including but not limited to permits from the California Public Utilities Commission (“CPUC”), California Occupational Safety and Health Administration (“Cal-OSHA”), and any other public agency and/or entity having jurisdiction. Permittee must also obtain concurrences from public or private entities that will be affected by the scope of work described in this encroachment permit. Permittee warrants all such permits, approvals, and concurrences have been obtained before beginning work under this encroachment permit. The Department may, at the Department’s discretion, require the Permittee to demonstrate that Permittee has obtained all such permits/approvals/concurrences, and Permittee shall demonstrate this at the time and in the manner specified by the Department.

**13. PEDESTRIAN AND BICYCLIST SAFETY:** A safe continuous passageway must be maintained through the work area at existing pedestrian or bicycle facilities. At no time must pedestrians be diverted onto a portion of the street used for vehicular traffic. At locations where safe alternate passageways cannot be provided, appropriate signs and barricades must be installed at the limits of construction and in advance of the limits of construction at the nearest crosswalk or intersection to detour pedestrians to facilities across the street. Attention is directed to Section 7-1.04 “Public Safety,” and to Section 12-4.04 “Temporary Pedestrian Access Routes,” and to Section 16-2.02 “Temporary Pedestrian Facility,” of the Department’s Standard Specifications, and to California Vehicle Code section 21760, subdivision (c).

**14. PUBLIC TRAFFIC CONTROL:** The Permittee must provide traffic control protection, warning signs, lights, safety devices, etc., and take all other measures necessary for the traveling public’s safety as required by law and/or the Department. While providing traffic control, the needs of all road users, including but not limited to motorists, bicyclists and pedestrians, including persons with disabilities in accordance with the Americans with Disabilities Act, must be an essential part of the work activity.

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

**15. MINIMUM INTERFERENCE WITH TRAFFIC:** Permittee must plan and conduct work so as to create the least possible inconvenience to the traveling public (motorized vehicles, unmotorized vehicles such as bicycles,

pedestrians, person(s) with disabilities, etc.), such that traffic is not unreasonably delayed.

**16. STORAGE OF EQUIPMENT AND MATERIALS:** The storage of equipment or materials is not allowed within State highway right-of-way, unless specified within the Special Provisions of this encroachment permit. If encroachment permit Special Provisions allow for the storage of equipment or materials within the State highway right-of-way, the equipment and material storage must also comply with Section 7-1.04, Public Safety, of the Department’s Standard Specifications.

**17. CARE OF DRAINAGE:** Permittee must provide alternate drainage for any work interfering with an existing drainage facility in compliance with the Department’s Standard Specifications, Standard Plans, and/or as directed by the Department’s representative.

**18. RESTORATION AND REPAIRS IN STATE HIGHWAY RIGHT-OF-WAY:** Permittee is responsible for restoration and repair of State highway right-of-way resulting from permitted work (Streets and Highways Code, section 670 et seq.).

**19. STATE HIGHWAY RIGHT-OF-WAY CLEAN UP:** Upon completion of work, Permittee must remove and dispose of all scraps, refuse, brush, timber, materials, etc. off the State highway right-of-way. The aesthetics of the highway must be as it was before work started or better.

**20. COST OF WORK:** Unless stated otherwise in the encroachment permit or a separate written agreement with the Department, the Permittee must bear all costs incurred for work within the State highway right-of-way and waives all claims for indemnification or contribution from the United States, the State, the Department, and from the Directors, officers, and employees of the State and/or the Department. Removal of Permittee’s personal property and improvements shall be at no cost to the United States, the State, and the Department.

**21. ACTUAL COST BILLING:** When specified in the permit, the Department will bill the Permittee actual costs at the currently set Standard Hourly Rate for encroachment permits.

**22. AS-BUILT PLANS:** When required, Permittee must submit one (1) set of folded as-built plans within thirty (30) calendar days after completion and acceptance of work in compliance with requirements listed as follows:

- a) Upon completion of the work provided herein, the Permittee must submit a paper set of As-Built plans to the Department’s representative.
- b) All changes in the work will be shown on the plans, as issued with the permit, including changes approved by Encroachment Permit Rider.
- c) The plans are to be prominently stamped or otherwise noted “AS-BUILT” by the Permittee’s representative who was responsible for overseeing the work. Any original plan that was approved with a Department stamp, or by signature of the Department’s representative, must be used for producing the As-Built plans.
- d) If construction plans include signing or striping, the dates of signing or striping removal, relocation, or

**ENCROACHMENT PERMIT GENERAL PROVISIONS**

installation must be shown on the As-Built plans when required as a condition of the encroachment permit. When the construction plans show signing and striping for staged construction on separate sheets, the sheet for each stage must show the removal, relocation, and installation dates of the appropriate staged striping and signing.

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

**ENCROACHMENT PERMIT GENERAL PROVISIONS**

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

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

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

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

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

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

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

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

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

**ENCROACHMENT PERMIT GENERAL PROVISIONS**

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

**ENCROACHMENT PERMIT GENERAL PROVISIONS**

(USA). The Permittee must provide notification to the Department representative at least five (5) business days before, and the regional notification center at least forty-eight (48) hours before, performing any excavation work within the State highway right-of-way.

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

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

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

39. **STORMWATER:** The Permittee is responsible for full compliance with the following:

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

# STORMWATER SPECIAL PROVISIONS FOR MINIMAL OR NO IMPACT (SWSP)

TR-0400 (Rev 05/2018)

1. **GENERAL:** The purpose of these Special Provisions is to provide the Permittee with specifications for water pollution control to minimize, prevent, or control the discharge of material into the air, surface waters, groundwater, and storm sewers owned by the State or local agencies. These provisions are not intended to take the place of the Caltrans Water Pollution Control Program (WPCP) for projects where soil disturbance from work activities less than one acre, or work activities of one acre or more subject to the preparation of the Caltrans Storm Water Pollution Prevention Plan (SWPPP). The Permittee must comply with the following Special Provisions and the direction of the State Representative. All Stormwater Best Management Practices (BMPs) must conform to Section 13 Water Pollution Control of Caltrans' Standard Specifications.
2. **NPDES REQUIREMENTS:** The Permittee must be responsible for full compliance with the Caltrans Storm Water Program and the Caltrans National Pollutant Discharge Elimination System (NPDES) Permit requirements (*Order No. 2012-0011-DWQ, NPDES No CAS000003*) and for and projects disturbing one acre or more of soil, full compliance with the California Construction General Permit (*Order No. 2009-0009-DWQ, NPDES No CAS000002*) or for projects for projects that have one acre or more of soil disturbance in the Lahontan Region (*Order No. R67-2016-0010, NPDES No CAG616002*). It is the Permittee's responsibility to install, inspect, and repair or maintain facilities and devices used for water pollution control practices (BMPs) before performing daily work activities. Installation, inspection and maintenance responsibilities on the job site include: 1) soil stabilization materials in work areas that are inactive or prior to storm events, 2) water pollution control devices to control sediment and erosion, 3) implementation of spill and leak prevention procedures for chemical and hazardous substances stored on the job site, 4) material storage, 5) stockpile management, 6) waste management, 7) non-stormwater management, 8) water conservation, 9) tracking controls and 10) illicit connection, illegal discharge detection and reporting. The Permittee must report to the State representative when discharges enter into receiving waters, adjacent property, drainage systems or when discharges could be a cause or a threat for water pollution. The Permittee must also control illicit discharges or illegal dumping prior to start of daily work schedule. Copies of written notices or orders from the Regional Water Quality Control Board or other regulatory agency must be provided to the State representative within 48 hours of reported activity. For additional information on stormwater compliance, visit the State Water Resources Control Boards storm water Website at:  
  
[http://www.waterboards.ca.gov/water\\_issues/programs/stormwater](http://www.waterboards.ca.gov/water_issues/programs/stormwater)
3. **RESPONSIBILITY FOR DEBRIS REMOVAL:** The Permittee must be responsible for preventing sediment, trash, debris, and other construction waste from entering the street, the storm drains, local creeks, or any other bodies of water.
4. **SPOILS AND RESIDUE:** The Permittee must vacuum any saw-cut concrete waste material, debris, residue, etc. No spoils, debris, residue, etc. must be washed into a drainage system.
5. **SWEEPING:** Sweep paved roads at construction entrance and exit locations and surrounding paved areas daily within the job site during: 1) clearing and grubbing, 2) earthwork, 3) trenching, 4) soil disturbance, 5) pavement grinding and/or cutting, and 6) after observing tracking of material onto or off the State property. Keep dust to a minimum during sweeping activities. Use vacuum whenever dust generation is excessive or sediment pickup is ineffective. Roadways or work areas must not be washed down with water. Street sweeping operations must conform to Section 13 Water Pollution Control of Caltrans' Standard Specifications.
6. **VEHICLES AND EQUIPMENT:** Permittee must prevent all vehicles, equipment, etc. from leakage or mud tracking onto roadways. If leaks cannot be repaired immediately, remove the vehicle or equipment from the job site.
7. **MAINTENANCE AND FUELING OF VEHICLES AND EQUIPMENT:** Maintenance and fueling of equipment must not result in any pollution at the job site. The Permittee must immediately clean up spills/leaks, and properly dispose of contaminated soil and materials.
8. **CLEANING VEHICLES AND EQUIPMENT:** Limit vehicle and equipment cleaning or washing at the job site except what is necessary to control vehicle tracking or hazardous waste. The Permittee must clean all equipment within a bermed area or over a drip pan large enough to prevent run-off. No soaps, solvents, degreasers, etc. must be used in State right-of-way. Any water from this operation must be collected and disposed of at an appropriate site. Containment berms or dikes must be used for fueling, washing, maintaining and washing vehicles or equipment in outside areas. Containment must be performed at least 100 feet from concentrated flows of storm water, drainage courses, and storm drain inlets if within a flood plain, otherwise at least 50 feet if outside the floodplain. Keep adequate quantities of absorbent spill- cleanup material and spill kits in the fueling or maintenance area and on fueling trucks.
9. **DIESEL FUELS:** The use of diesel fuel from petroleum or other fossil fuel as a form-oil or solvent is not allowed.
10. **WEATHER CONDITIONS AT WORKSITE:** Any activity that would generate fine particles or dust that could be transported off site by stormwater must be performed during dry weather.
11. **WIND EROSION PROTECTION:** The use of Wind Erosion BMPs must be deployed year-round in instances where dust or fine particles could be transported off site.
12. **HOT MIX ASPHALT:** Runoff from washing hot mix asphalt must not enter into any drainage conveyances.
13. **PROTECTION OF DRAINAGE FACILITIES:** The Permittee must protect/cover gutters, ditches, drainage courses, and inlets with gravel bags, fiber rolls, State approved fabric filters, etc., to the satisfaction of the State representative during grading, paving, saw-cutting, etc. and materials must conform to Section 13-6.02 Materials for Water Pollution Control of Caltrans' Standard Specifications. No such protection measures must cause an obstruction to the traveling public. The Permittee must implement spill and leak prevention procedures for chemicals and hazardous substances stored on the job site (including secondary containment requirements) in accordance to section 13-4.03B Spill Prevention and Control, and 14-11 Hazardous Waste and Contamination, Water Pollution Control of Caltrans' Standard Specifications.
14. **PAINT:** Rinsing of painting equipment and materials is not permitted in State right-of-way. When thoroughly dry, dispose of

- the following as solid waste: dry latex paint, paint cans, used brushes, rags, gloves, absorbent materials, and drop cloths. Oil based paint sludge and unusable thinner must be disposed of at an approved hazardous waste site.
15. **CONSTRUCTION MATERIALS:** Stockpile of all construction materials, including, but not limited to; pressure treated wood, asphalt concrete, cold mix asphalt concrete, concrete, grout, cement containing premixes, and mortar, must conform to section 13-4.03C (2) Material Storage & 13-4.03C (3) Stockpile Management of Caltrans' Standard Specifications.
  16. **CONCRETE EQUIPMENT:** Concrete equipment must be washed in a designated washing area in a way that does not contaminate soil, receiving waters, or storm drain systems.
  17. **EXISTING VEGETATION:** Established existing vegetation is the best form of erosion control. Minimize disturbance to existing vegetation. Damaged or removed vegetation must be replaced as directed by the State Representative.
  18. **SOIL DISTURBANCE:** Soil disturbing activities must be avoided during the wet weather season. If construction activities during wet weather are allowed in your permit, all necessary erosion control and soil stabilization measures must be implemented in advance of soil disturbing activity.
  19. **SLOPE STABILIZATION AND SEDIMENT CONTROL:** Consider a certified expert in Erosion and Sediment control in cases where slopes are disturbed during construction. The Permittee is directed to comply with Section 13.5 Temporary Soil Stabilization and Section 21 Erosion Control of Caltrans' Standard Specifications during application of temporary soil stabilization measures to the soil surface. Fiber rolls or silt fences may be required down slope until permanent soil stabilization is established. Remove the accumulated sediment whenever the sediment accumulates to 1/3 of the linear sediment barrier height. The Permittee must limit the use of plastic materials when more sustainable, environmentally friendly alternatives exist or when environmental regulations prohibit their use within the project.
  20. **STOCKPILES:** Stockpiles containing aggregate and/or soil must be stored at least 100 feet from concentrated flows of storm water, drainage courses, and storm drain inlets if within a flood plain, otherwise at least 50 feet if outside the floodplain, and must be covered and protected with a temporary perimeter sediment barrier. Cold mix stockpiles must be stored on an impermeable surface and covered with 9 mil plastic to prevent contact with water. Minimize stockpiling of materials on the job site. Manage stockpiles by implementing the water pollution control practices in Section 13-4.03C (3) Stockpile Management of the State of California standard specifications for construction.
  21. **DISCOVERY OF CONTAMINATION:** The State Representative must be notified in case any unusual discoloration, odor, or texture of ground water, is found in excavated material or if abandoned, underground tanks, pipes, or buried debris are encountered.
  22. **SANITARY AND SEPTIC WASTE:** Do not bury or discharge wastewater from a sanitary or septic system within the highway. Properly connected sewer facilities are free from leaks. With State Representative approval place portable sanitary facility at least 50 feet away from storm drains, receiving waters, and flow lines. Permittee must comply with local health agency provisions when using an on-site disposal system.
  23. **LIQUID WASTE:** Prevent job site liquid waste from entering storm drain systems and receiving waters. Drilling slurries, grease or oil-free waste water or rinse water, dredging, wash water or rinse water running off a surface or other non-storm water liquids not covered under separate waste water permits must be held in structurally sound, leak-proof containers, such as portable bins or portable tanks. Store containers at least 50 feet away from moving vehicles and equipment. Liquid waste may require testing to determine hazardous material content prior to disposal. All measures must conform to section 13-4.03D (5) Liquid Waste, Water Pollution Control of Caltrans' Standard Specifications.
  24. **WATER CONTROL AND CONSERVATION:** Manage water use in a way that will prevent erosion and the discharge of pollutants into storm drain systems and receiving waters. Direct runoff, including water from water line repair from the job site to areas where it can infiltrate into the ground. Direct water from off-site sources around the job site or from contact with jobsite runoff.
  25. **PILE DRIVING:** Keep spill kits and cleanup materials at pile driving locations. Park pile driving equipment over drip pans, absorbent pads, or plastic sheeting with absorbent material, and away from stormwater run-on when not in use.
  26. **DEWATERING:** Dewatering consists of discharging accumulated storm water, groundwater, or surface water from excavations or temporary containment facilities. All dewatering operations must comply with the latest Caltrans guidelines including the Field Guide for Construction Site Dewatering. Contact State representative for approval of dewatering discharge by infiltration or evaporation, otherwise, any effluent discharged into a permitted storm water system requires approval from the Regional Water Quality Control Board. Prior to the start of dewatering, the Permittee must provide the State Representative with a dewatering and discharge work plan that complies with section 13-4.03G Dewatering, Water Pollution Control of Caltrans' Standard Specifications. A copy of the Waste Discharge Permit and a copy of a valid WDID number issued by the Regional Board must be provided to the State representative.

October 16, 2023

525 B St, Suite 1600  
San Diego, CA 92101  
Attn: Bardia Hashemi

Subject: PLAN REVIEW LETTER OF ACCEPTANCE - MTS Application Number: EL-ROE-20680  
City of San Diego Commercial Street Water Main Replacement Project

Dear City of San Diego,

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

- Contractor shall submit a narrative work plan, shoring plans and calculations for shoring within the track influence zones for review

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

If you have any further question regarding the plan review, please contact [MTSROW@sdmts.com](mailto:MTSROW@sdmts.com).

Sincerely,



Sean Myott  
Manager of Real Estate Assets

Enclosure: Plans



# SEWER & AC WATER GROUP 793A

MTS Plan Review

No Further Exceptions pending review  
and approval of the following:  
Contractor's Narrative Work Plan  
Shoring plans and calculations for  
shoring within track influence zones.  
By [stephen.hager](mailto:stephen.hager) on 08/08/2023

**WORK TO BE DONE**

CONSTRUCTION OF SEWER AND AC WATER GROUP  
SEWER MANHOLE CEMENT MANHOLES & TIE  
WATER SERVICE VALVES PER PERMITS & TIE  
REPAIRS TO EXISTING MANHOLES AND ALL  
REVISIONS TO EXISTING AND SHORING WORK

**DECLARATION OF RESPONSIBLE CHARGE**

I HEREBY DECLARE THAT I AM THE ENGINEER OF WORK FOR THIS PROJECT THAT HAVE  
A DIRECTED RESPONSIBILITY CHANGE OVER THE DESIGN OF THE PROJECT AS SET FORTH IN  
SECTION 8703 OF THE BUSINESS AND PROFESSIONS CODE AND THAT THE DESIGN IS  
CONSISTENT WITH CURRENT STANDARDS. I UNDERSTAND THAT THE CHECK OF PROJECT  
DRAWINGS AND SPECIFICATIONS BY THE CITY OF SAN DIEGO IS CONFINED TO A REVIEW  
ONLY AND DOES NOT RELIEVE ME AS ENGINEER OF WORK OF MY RESPONSIBILITY FOR  
PROJECT DESIGN.

DESIGNER NAME: DATE:

**LEGEND**

DESCRIPTION	REFERENCE	SYMBOL
TECHNICAL RESURFACING	S05-002, S05-100	
SEWER MANHOLE CONNECTION	S05-100, S05-101, S05-102, S05-103	
SEWER LATERAL CONNECTION	SEE PLANS & SPECS	
4" SEWER LATERAL WITH C.O. UNLESS OTHERWISE SPECIFIED	S05-100, S05-101, S05-102, S05-103, S05-104, S05-105, S05-106 TYPE CI, S05-108	
SEWER MANHOLE	S05-100, S05-101, S05-102, S05-103	
CONCRETE PROTECTION FOR EXIST SEWER PIPE	S05-106	
CONCRETE ENCASEMENT	S05-102	
ABANDON EX MANHOLE	S04-08	
SLURRY FILL ABANDONED SEWER MAIN	SEE PLANS & SPECS	
CUTTING AND PLUGGED ABANDONED WATER MAIN	W8-03	
SURVEY MONUMENT	W-01A, W-01B, W-01C	
WATER MAIN & APPURTENANCES	S05-101, S05-102, S05-103, S05-104, S05-105, S05-106, S05-107	
VALVES WITH CAPS AND WELLS	S05-100, S05-101, S05-102	
PIPE SERVICE CONNECTION & REMOVAL	S04-001, S04-002, S04-003, S04-004, S04-005, S04-006, S04-007, S04-008	
5" PIPE INSTANT ASSEMBLY & MANHOLES (UNLESS SPECIFIED AS 3-PORT)	S05-100, S05-101, S05-102, S05-103, S05-104, S05-105, S05-106, S05-107, S05-108	
1" WATER SERVICE UNLESS OTHERWISE SPECIFIED	S04-001, S04-002, S04-003, S04-004, S04-005, S04-006, S04-007, S04-008, S04-009, S04-010, S04-011, S04-012, S04-013, S04-014, S04-015, S04-016, S04-017, S04-018, S04-019, S04-020	
BLOW-OFF ASSEMBLY	S05-100, S05-101, S05-102, S05-103, S05-104, S05-105, S05-106, S05-107, S05-108	
AF & VACUUM VALVE	S04-001, S04-002, S04-003, S04-004, S04-005, S04-006, S04-007, S04-008, S04-009, S04-010, S04-011, S04-012, S04-013, S04-014, S04-015, S04-016, S04-017, S04-018, S04-019, S04-020	



**DISCIPLINE CODE**

C. GENERAL  
D. CIVIL  
E. TRAFFIC CONTROL

**FIELD DATA**

TOTAL SQUAREFEET OF SAN DIEGO WED 9/15/23 91990  
TOTAL SQUAREFEET OF SAN DIEGO WED 9/15/23 91990  
TOTAL SQUAREFEET OF SAN DIEGO WED 9/15/23 91990  
TOTAL SQUAREFEET OF SAN DIEGO WED 9/15/23 91990

**CONTRACTOR'S RESPONSIBILITIES**

- PERMITTING TO SECTION 8703 OF THE BUSINESS AND PROFESSIONS CODE AT LEAST 3 WORKING DAYS PRIOR TO COMMENCING WORK AND TO SECTION 8703 OF THE BUSINESS AND PROFESSIONS CODE AT LEAST 3 WORKING DAYS PRIOR TO COMMENCING WORK.
- NOTE: SEWER AT LEAST 3 WORKING DAYS PRIOR TO COMMENCING WORK TO ALL OF THOSE UNDERGROUND MAIN VOLTAGE TRANSMISSION POWER LINES (IE, 80 KV & HIGHER).
- LOCATE AND IDENTIFY ALL SEWER LATERALS, LOCATIONS AS SHOWN ON THE PLANS ARE APPROXIMATE. FIELD SURVEYS ARE AVAILABLE TO THE CONTRACTOR AT THE PROJECT AT ALL TIMES. LOCATIONS AS SHOWN ON THE PLANS ARE APPROXIMATE.
- IDENTIFY AREAS WHERE WATER MAINS DO NOT EXIST, AND LOCATE ANY EXISTING WATER MAINS. THE USE OF GROUND SERVICE RECORDS WILL BE PERMITTED IN ADVANCE.
- CITY FORCES, WHEN SPECIFIED, ON SHOWN ON THE PLANS, WILL MAKE PERMANENT CUTS & CLOSURES TO THE PLANS.
- KEEP EXISTING MAINS IN SERVICE UNLESS OTHERWISE SPECIFIED IN THE CONTRACT DOCUMENTS.
- STORM DRAIN SHALL REMAIN FUNCTIONAL AT ALL TIMES DURING CONSTRUCTION.
- UNLESS OTHERWISE NOTED AS OTHERWISE, PROTECT ALL EXISTING UTILITIES AND THE LOCATION OF ANY UTILITIES, INCLUDING WATER MAINS, GAS MAINS, AND FIBER OPTIC CABLES, SHALL BE VERIFIED BY SURVEY. THE LOCATION OF ANY UTILITIES, INCLUDING WATER MAINS, GAS MAINS, AND FIBER OPTIC CABLES, SHALL BE VERIFIED BY SURVEY.
- EXISTING UTILITIES LOCATED AS SHOWN ON THE PLANS ARE APPROXIMATE AND ARE NOT REPRESENTATIVE OF ACTUAL LENGTH AND LOCATION OF UTILITIES. SEE PLAN WORK.
- ALL EXISTING UTILITIES, INCLUDING WATER MAINS, GAS MAINS, AND FIBER OPTIC CABLES, SHALL BE PROTECTED AT ALL TIMES IN ACCORDANCE WITH THE CONTRACT DOCUMENTS.
- FOR COORDINATION OF THE SHUTDOWNS OF MAINS, THE ASSIGNED INSPECTOR RESIDENT ENGINEER SHALL NOTIFY THE UTILITIES COMPANY AT LEAST 72 HOURS PRIOR TO THE SHUTDOWN. THE SHUTDOWN SHALL BE IN ACCORDANCE WITH THE CONTRACT DOCUMENTS.
- ALL UTILITIES SHALL BE PROTECTED AND SUPPORTED AS SHOWN ON THE PLANS. THE CONTRACTOR SHALL COMPLY WITH THE REQUIREMENTS OF THE PROJECT IS SUBJECT TO MUNICIPAL STORM WATER PERMIT NO. RW-2013-0001 AS AMENDED BY RW-2013-0001 AND RW-2013-0001.

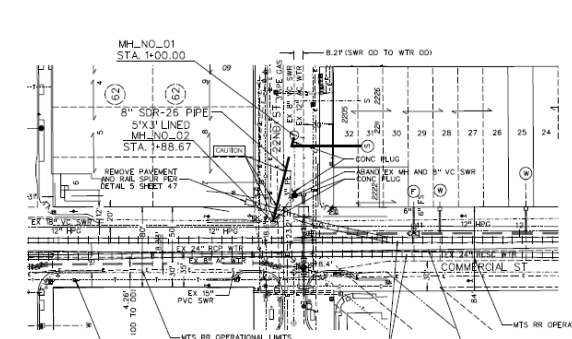
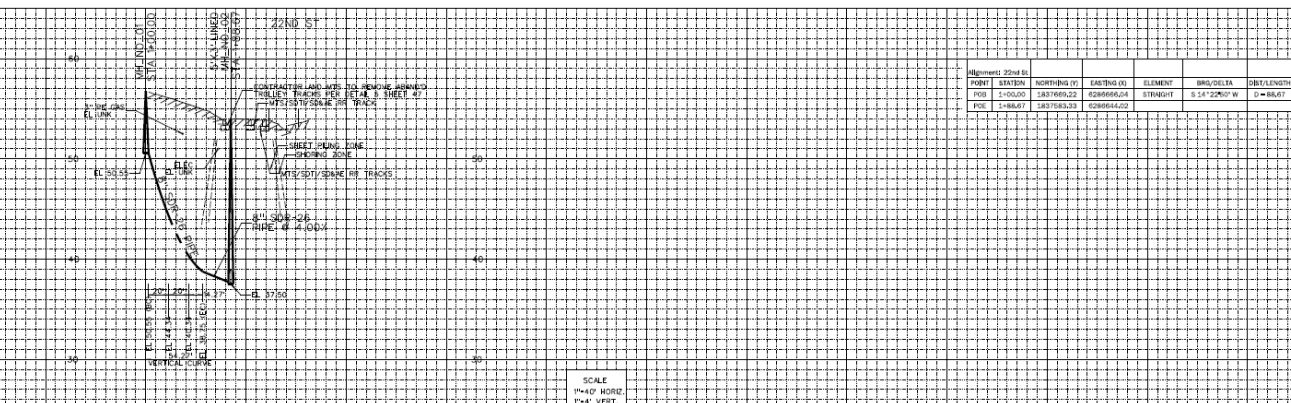
**CONSTRUCTION STORM WATER PROTECTION NOTES**

1. TOTAL EROSION CONTROL AREA IDENTIFIED AS EROSION CONTROL AREA IS APPROXIMATE TO 2.5 ACRES. EROSION CONTROL MEASURES SHALL BE INSTALLED AT THE PROJECT IS SUBJECT TO MUNICIPAL STORM WATER PERMIT NO. RW-2013-0001 AS AMENDED BY RW-2013-0001 AND RW-2013-0001. THE PROJECT IS SUBJECT TO MUNICIPAL STORM WATER PERMIT NO. RW-2013-0001 AS AMENDED BY RW-2013-0001 AND RW-2013-0001. THE PROJECT IS SUBJECT TO MUNICIPAL STORM WATER PERMIT NO. RW-2013-0001 AS AMENDED BY RW-2013-0001 AND RW-2013-0001.

CONSTRUCTION CHANGE / ADDENDUM	DATE	AFFECTED OR ADDED SHEET NUMBERS	APPROVAL NO.

AS-BUILT INFORMATION

MATERIALS	MANUFACTURER	COMPANY NAME	COMPANY ADDRESS	COMPANY PHONE NUMBER	COMPANY EMAIL	DATE OF BIDDING
PIPE (CL 250 (WHITE))						
PIPE (30" (35 CEMEX))						
GATE VALVES						
PIPE (HORIZONTAL)						
SEWER MANHOLES						
MANHOLE/PIPE SEWER MANHOLES						



**REFERENCES**

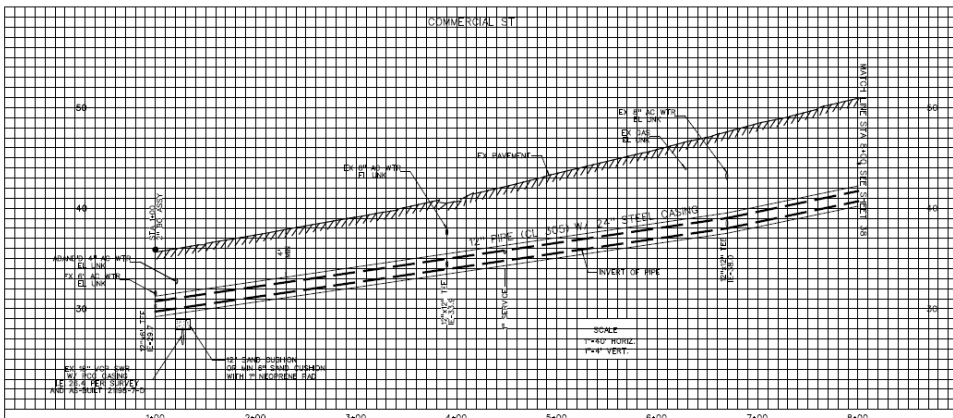
- WATER 1405-12-0
- SEWER 8783-0-8
- CIVIL 5500-18730, 19867-18735
- ELECTRIC CODE 1996-0-18730, 1996-0-18735
- CABLE TV CODE FILE NO. 24-36 SENARMO 85 20SD JOB 1
- TELEPHONE AT&T-SAN1934
- 100' SCALE/FLD BOOK: 98-1725, H225
- THOMAS BRICK 1-2825-4
- REL: 390

**RETIREMENTS:**  
 PF - VC - 63.34 - 1971  
 MH - 1 - 1971

**SEWER & WATER GROUP 793A**  
 22ND STREET  
 IMPERIAL ST TO COMMERCIAL ST  
 CITY OF SAN DIEGO, CALIFORNIA  
 PROJECT NO. 2013-0001  
 SHEET NO. 26 OF 27 SHEETS  
 DATE: 08/08/23

**100% DESIGN**

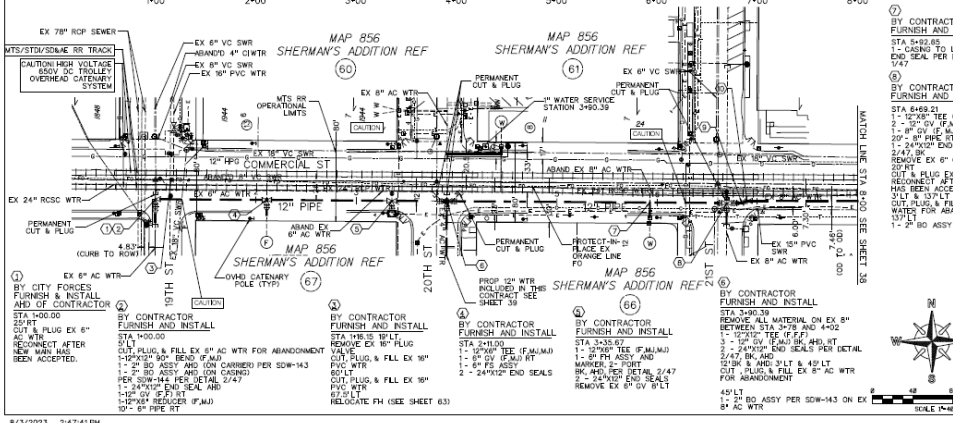
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AREMA TABLE 1-5-6		CARRIER PIPE	CASING PIPE
CONTENTS TO BE HANDED	WATER	PVC	STEEL
PIPE DIAMETER	12 IN	24 IN MIN	24 IN
PIPE MATERIAL MINIMUM YIELD STRENGTH	WATER	STEEL	STEEL
OPERATION AND GRADE OF MATERIAL	CS00	ASTM A338	ASTM A338
WALL THICKNESS	0.733 IN	0.375 MIN	0.375 MIN
INITIAL WORKING PRESSURE	70 PSI	0 PSI	0 PSI
TYPE OF JOINT	BELL/SPOUT	WELDED	WELDED
METHOD OF INSTALLATION	N/A	PULLED	JACKED
SCALE BOTH HORIZ & VERT: 1"=40'			
SURF BASE OF TAIL TO TOP OF CASING: 5 FT ± IN			
SURF ROADWAY CROSS SLOPE: 5% FT ± IN			
TYP. SIZE AND SPACING OF INSULATOR OR SUPPORTS: 55 PVC LINER			
POLYMER 12 IN. WIRE TO 8 FT SPACING			
RESTRICTION TO FACE OF JACKING/RECOVERING PIPE: 5 FT ± IN			
RESTRICTION TO FACE OF JACKING/RECOVERING PIPE: 5 FT ± IN			
CATHODIC PROTECTION: YES NO X			

\*IF CASING PIPE OD EXCEEDS 24" CASING PIPE WALL THICKNESS MUST MEET OR EXCEED THE MINIMUM WALL THICKNESS FOR THAT OD PER AREMA TABLE 1-5-5.

POINT	STATION	NORTHING (V)	EASTING (H)	ELEMENT	BRG/DELTA	DIST/LENGTH
1	2+11.00	187744.09	628893.06	STRAIGHT	5.89°30'49"	D=121.00
2	2+11.00	187744.34	628893.06	STRAIGHT	5.89°30'49"	D=124.67
3	2+35.67	187742.50	628856.63	STRAIGHT	5.89°30'49"	D=45.51
4	2+35.67	187742.07	628811.34	STRAIGHT	5.89°31'24"	D=219.63
5	6+48.24	187745.11	628856.63	STRAIGHT	5.89°31'24"	D=130.00
6	6+48.24	187745.11	628856.63	STRAIGHT	5.89°30'52"	D=50.08
7	6+48.89	187742.07	628841.42	STRAIGHT	5.89°30'52"	D=224.63
8	6+48.89	187742.04	628837.86	STRAIGHT	5.89°30'51"	D=8.20



① BY CONTRACTOR FURNISH AND INSTALL STA 1+00.00 20" R/C WTR. CUT, PLUG & FILL EX 8" AC WTR FOR ABANDONMENT. REMOVE EX 8" AC WTR. 1" 2" BO ASSY AND ION CARRIER PER SDW-143 PER DETAIL 2/47. 2" 24"X12" END SEALS PER DETAIL 2/47. 12" PVC WTR. 12" 2" BO PIPE RT.

② BY CONTRACTOR FURNISH AND INSTALL STA 1+00.00 20" R/C WTR. CUT, PLUG & FILL EX 8" AC WTR FOR ABANDONMENT. REMOVE EX 8" AC WTR. 1" 2" BO ASSY AND ION CARRIER PER SDW-143 PER DETAIL 2/47. 2" 24"X12" END SEALS PER DETAIL 2/47. 12" PVC WTR. 12" 2" BO PIPE RT.

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SEWER & WATER GROUP 793A  
COMMERCIAL ST  
WITH ST 40 TO 21ST ST

CITY OF SAN DIEGO, CALIFORNIA  
ENGINEERING & CONSTRUCTION DEPARTMENT  
SHEET 35 OF 71 SHEETS

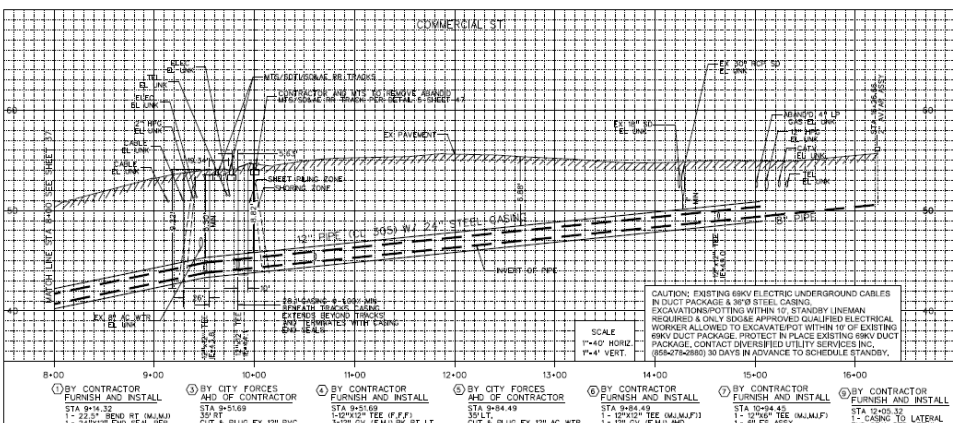
DATE: 8/3/2023  
SCALE: 1"=40'

DESIGNED BY: J. SHERMAN  
CHECKED BY: J. SHERMAN  
ORIGINAL: J. SHERMAN  
DATE: 8/3/2023  
SCALE: 1"=40'

PROJECT NO: 11500-37-D

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AREMA TABLE 1-5-6		CARRIER PIPE	CASING PIPE
CONTENTS TO BE HANDED	WATER	PVC	STEEL
PIPE DIAMETER	12 IN	24 IN MIN	24 IN
PIPE MATERIAL MINIMUM YIELD STRENGTH	WATER	STEEL	STEEL
OPERATION AND GRADE OF MATERIAL	CS00	ASTM A338	ASTM A338
WALL THICKNESS	0.733 IN	0.375 MIN	0.375 MIN
INITIAL WORKING PRESSURE	70 PSI	0 PSI	0 PSI
TYPE OF JOINT	BELL/SPOUT	WELDED	WELDED
METHOD OF INSTALLATION	N/A	PULLED	JACKED
SCALE BOTH HORIZ & VERT: 1"=40'			
SURF BASE OF TAIL TO TOP OF CASING: 5 FT ± IN			
SURF ROADWAY CROSS SLOPE: 5% FT ± IN			
TYP. SIZE AND SPACING OF INSULATOR OR SUPPORTS: 55 PVC LINER			
POLYMER 12 IN. WIRE TO 8 FT SPACING			
RESTRICTION TO FACE OF JACKING/RECOVERING PIPE: 5 FT ± IN			
RESTRICTION TO FACE OF JACKING/RECOVERING PIPE: 5 FT ± IN			
CATHODIC PROTECTION: YES NO X			

AREMA TABLE 1-5-6		STA 8+01.70	STA 9+84
CONTENTS TO BE HANDED	WATER	PVC	STEEL
PIPE DIAMETER	12 IN	24 IN MIN	24 IN
PIPE MATERIAL MINIMUM YIELD STRENGTH	WATER	STEEL	STEEL
OPERATION AND GRADE OF MATERIAL	CS00	ASTM A338	ASTM A338
WALL THICKNESS	0.733 IN	0.375 MIN	0.375 MIN
INITIAL WORKING PRESSURE	70 PSI	0 PSI	0 PSI
TYPE OF JOINT	BELL/SPOUT	WELDED	WELDED
METHOD OF INSTALLATION	N/A	PULLED	JACKED
SCALE BOTH HORIZ & VERT: 1"=40'			
SURF BASE OF TAIL TO TOP OF CASING: 5 FT ± IN			
SURF ROADWAY CROSS SLOPE: 5% FT ± IN			
TYP. SIZE AND SPACING OF INSULATOR OR SUPPORTS: 55 PVC LINER			
POLYMER 12 IN. WIRE TO 8 FT SPACING			
RESTRICTION TO FACE OF JACKING/RECOVERING PIPE: 5 FT ± IN			
RESTRICTION TO FACE OF JACKING/RECOVERING PIPE: 5 FT ± IN			
CATHODIC PROTECTION: YES NO X			

POINT	STATION	NORTHING (V)	EASTING (H)	ELEMENT	BRG/DELTA	DIST/LENGTH
1	9+14.22	187742.04	628867.80	STRAIGHT	5.87°30'42"	D=50.20
2	9+14.22	187742.04	628867.80	STRAIGHT	5.87°30'42"	D=26.17
3	9+14.89	187742.04	628867.80	STRAIGHT	5.87°30'42"	D=26.17
4	9+14.89	187742.04	628867.80	STRAIGHT	5.87°30'42"	D=26.17
5	14+42.03	187745.11	628856.63	STRAIGHT	5.89°30'49"	D=130.00
6	14+42.03	187745.11	628856.63	STRAIGHT	5.89°30'49"	D=50.08
7	14+42.03	187745.11	628856.63	STRAIGHT	5.89°30'49"	D=219.63
8	14+42.03	187745.11	628856.63	STRAIGHT	5.89°30'49"	D=130.00

① BY CONTRACTOR FURNISH AND INSTALL STA 13+82.75 20" R/C WTR. CUT, PLUG & FILL EX 8" AC WTR FOR ABANDONMENT. REMOVE EX 8" AC WTR. 1" 2" BO ASSY AND ION CARRIER PER SDW-143 PER DETAIL 2/47. 2" 24"X12" END SEALS PER DETAIL 2/47. 12" PVC WTR. 12" 2" BO PIPE RT.

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SEWER & WATER GROUP 793A  
COMMERCIAL ST  
WG 22ND ST AND 50 24TH ST

CITY OF SAN DIEGO, CALIFORNIA  
ENGINEERING & CONSTRUCTION DEPARTMENT  
SHEET 35 OF 71 SHEETS

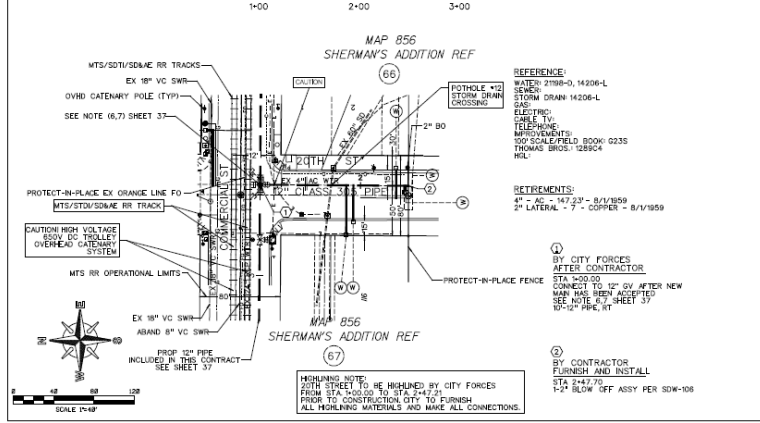
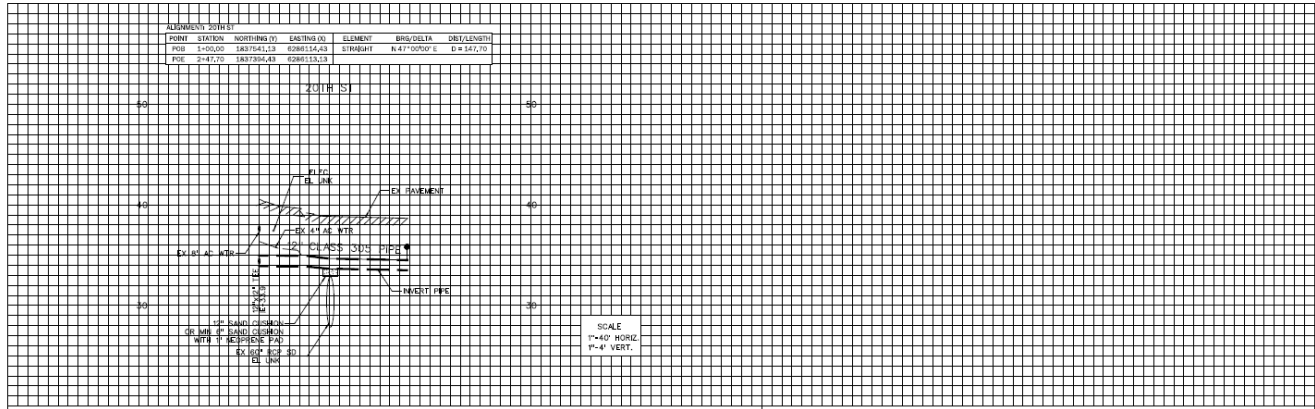
DATE: 8/3/2023  
SCALE: 1"=40'

DESIGNED BY: J. SHERMAN  
CHECKED BY: J. SHERMAN  
ORIGINAL: J. SHERMAN  
DATE: 8/3/2023  
SCALE: 1"=40'

PROJECT NO: 11500-37-D

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100% DESIGN



**REFERENCE:**  
 WATER: 2708-D, 14206-L  
 SEWER: STORM DRAIN 14206-L  
 ELEC: 111  
 TELEPHONE: 111  
 MTS/STO/SDMAE: 100 SCALE/FIELD BOOK 0235  
 TRACKS: 100 SCALE/FIELD BOOK 0235  
 THRUWAY: 100 SCALE/FIELD BOOK 0235

**RETIREMENTS:**  
 4" AC - 147.33' - 8/1/1959  
 2" LATERAL - 7' - COPPER - 8/1/1959

**BY CITY FORCES AFTER CONTRACTOR:**  
 STA 442.00  
 CONNECT TO 12" SV AFTER NEW MAN HAS BEEN ADJUSTED  
 SEE NOTE 6.3 SHEET 37  
 10" 12" PIPE, 11"

**BY CONTRACTOR FURNISH AND INSTALL:**  
 STA 247.70  
 1/2" SLOW OFF ASSY PER SDW-108

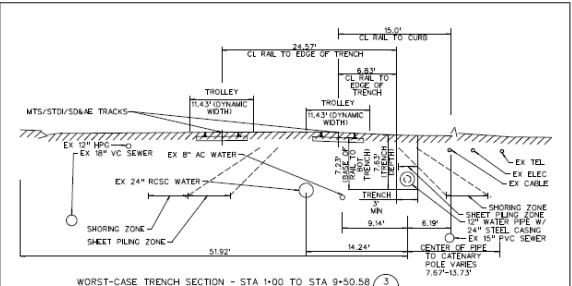
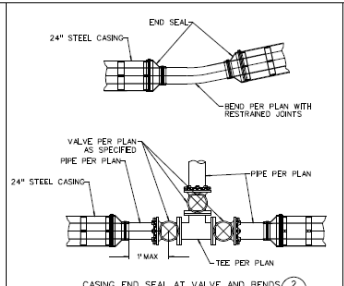
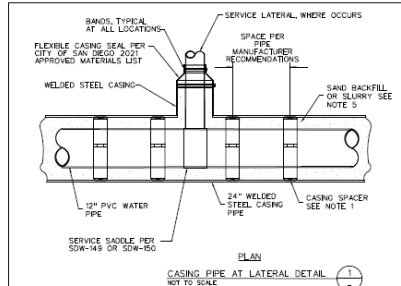
**MINORING NOTE:**  
 BOTH STREETS TO BE HIGHMAINT BY CITY FORCES FROM STA 442.00 TO STA 447.70 PRIOR TO CONSTRUCTION CITY TO FURNISH ALL MINORING MATERIALS AND MAKE ALL CONNECTIONS.

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

**PARSONS**  
 100% DESIGN  
 SHEET 39 OF 71 SHEETS  
 PROJECT: SEWER & WATER GROUP 793A  
 SHEET 39 OF 71 SHEETS  
 DATE: 02/14/25  
 PROJECT NO: 15563  
 SHEET NO: 39  
 SCALE: 1"=40' HORIZ.  
 1"=4' VERT.

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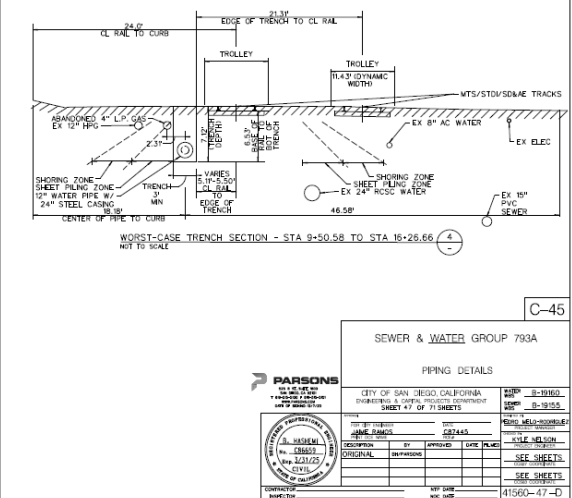
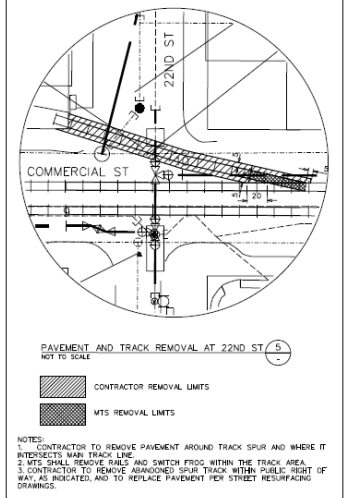
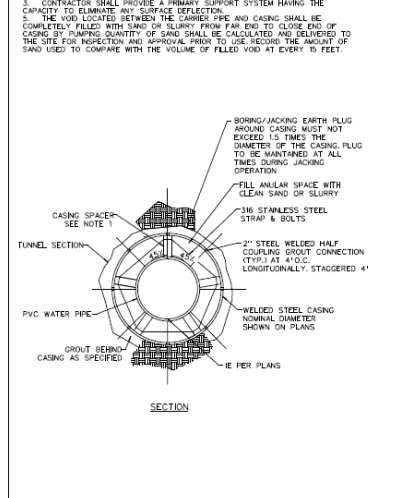
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**NOTES:**  
 1. THE PIPE SHALL BE SUPPORTED ON STAINLESS STEEL CASING RESTRAINED PER CITY OF SAN DIEGO 2021 APPROVED MATERIALS LIST IN PLACE ON RESTRAINT PIPE TO PREVENT FLUTTERING PLACEMENT OF SPACERS. SHALL BE PER MANUFACTURER'S RECOMMENDATION BASED ON CARRIER MATERIAL AND FLOWING MANUFACTURER'S RECOMMENDATION BASED ON CARRIER MATERIAL AND FLOWING MANUFACTURER'S RECOMMENDATION.  
 2. CONTRACTOR SHALL PROVIDE A PRIMARY SUPPORT SYSTEM HAVING THE CAPACITY TO DEFLECT 1/8" SURFACE DEFLECTION.  
 3. THE VOID LOCATED BETWEEN THE CARRIER PIPE AND CASING SHALL BE COMPLETELY FILLED WITH SAND OR SLURRY FROM FAR END TO CLOSE END OF CASING BY PUMPING QUANTITY OF SAND SHALL BE CALCULATED AND DELIVERED TO THE SITE FOR INSPECTION AND APPROVAL PRIOR TO USE. RECORD THE AMOUNT OF SAND USED TO COMPARE WITH THE VOLUME OF FILLED VOID AT EVERY 15 FEET.

**NOTES:**  
 1. FOR INFORMATION NOT NOTED, SEE DETAIL 1/.

**NOTES:**  
 1. FOR INFORMATION NOT NOTED, SEE DETAIL 1/.



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**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 (CARB)

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](mailto: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**

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**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 **Sewer & AC Water Group 793A**; Bid No. **K-24-2273-DBB-3** in the total amount Twenty Two Million Five Hundred Twenty Seven Thousand Two Hundred Forty Five Dollars (\$22,527,245), which is comprised of the Base Bid plus Alternates A, B, C, and D, consisting of an amount not to exceed \$6,707,125.24 for Phase I, \$9,948,827.84 for Phase II, and \$5,871,291.92 for Phase III.

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

1. The following are incorporated into this contract as though fully set forth herein:
  - (a) The attached Faithful Performance and Payment Bonds.
  - (b) The attached Proposal included in the Bid documents by the Contractor.
  - (c) Reference Standards listed in the Instruction to Bidders and the Supplementary Special Provisions (SSP).
  - (d) Phased Funding Schedule Agreement.
  - (e) That certain documents entitled **Sewer & AC Water Group 793A**, on file in the office of the City Clerk as Document No. **B-19155, B19160**, 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 **Sewer & AC Water Group 793A**, Bid Number **K-24-2273-DBB-3**, San Diego, California.
4. For such performances, the City shall pay to Contractor the amounts set forth at the times and in the manner and with such additions or deductions as are provided for in this contract, and the Contractor shall accept such payment in full satisfaction of all claims incident to such performances. (See WHITEBOOK, Section 7-3.10, Phased Funding Compensation).

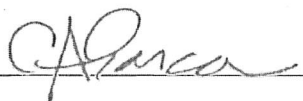
**CONTRACT AGREEMENT (continued)**

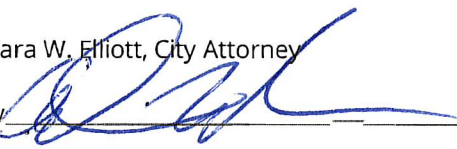
- 5. No claim or suit whatsoever shall be made or brought by Contractor against any officer, agent, or employee of the City for or on account of anything done or omitted to be done in connection with this contract, nor shall any such officer, agent, or employee be liable hereunder.
- 6. This contract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

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

**THE CITY OF SAN DIEGO**

**APPROVED AS TO FORM**

By 

Mara W. Elliott, City Attorney  
By 

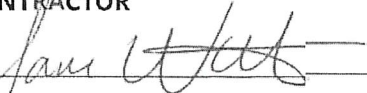
Print Name: Claudia C. Abarca  
Director  
Purchasing & Contracting Department

Print Name: ADAM WATSON  
Deputy City Attorney

Date: June 24, 2024

Date: 6/25/24

**CONTRACTOR**

By 

Print Name: Sam Watnen

Title: President

Date: 5/10/24

City of San Diego License No.: B2001005583

State Contractor's License No.: 624559

DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) REGISTRATION NUMBER: 1060020727

## **CERTIFICATIONS AND FORMS**

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

## **BIDDER'S GENERAL INFORMATION**

To the City of San Diego:

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

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

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

State of California

County of San Diego

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

## **CONTRACTOR CERTIFICATION**

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### **DRUG-FREE WORKPLACE**

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

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

## **CONTRACTOR CERTIFICATION**

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

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

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

## **CONTRACTOR CERTIFICATION**

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### **CONTRACTOR STANDARDS – PLEDGE OF COMPLIANCE**

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

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



## **CONTRACTOR CERTIFICATION**

---

### **EQUAL BENEFITS ORDINANCE CERTIFICATION**

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

## **CONTRACTOR CERTIFICATION**

---

### **EQUAL PAY ORDINANCE CERTIFICATION**

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

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

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

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

## CONTRACTOR CERTIFICATION

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### **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:

**Sewer & AC Water Group 793A**

(Project Title )

as particularly described in said contract and identified as Bid No. **K-24-2273-DBB-3**; SAP No. (WBS) **B-19155, B19160**; 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 SDVOSB①	WHERE CERTIFIED②	CHECK IF JOINT VENTURE PARTNERSHIP
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____							
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____							

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

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

**NAMED EQUIPMENT/MATERIAL SUPPLIER LIST**

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

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

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

- ② As appropriate, Bidder shall indicate if Vendor/Supplier is certified by:
- |  |        |  |          |
|--|--------|--|----------|
| City of San Diego                                    | CITY   | State of California Department of Transportation | CALTRANS |
| California Public Utilities Commission               | CPUC   |  |          |
| State of California's Department of General Services | CADoGS | City of Los Angeles                              | LA       |
| State of California                                  | CA     | U.S. Small Business Administration               | SBA      |

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

## **ELECTRONICALLY SUBMITTED FORMS**

**FAILURE TO FULLY COMPLETE AND SUBMIT ANY OF THE FOLLOWING FORMS WILL DEEM YOUR BID NON-RESPONSIVE.**

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

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

- A. BID BOND – See Instructions to Bidders, Bidders Guarantee of Good Faith (Bid Security) for further instructions**
- B. CONTRACTOR’S CERTIFICATION OF PENDING ACTIONS**
- C. 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

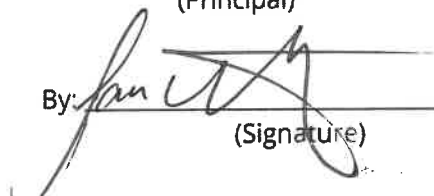
Sewer & AC Water Group 793A Invitation # K-24-2273-DBB-3

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 14 day of March, 2024

S.C. Valley Engineering, Inc. (SEAL)  
(Principal)

Western Surety Company (SEAL)  
(Surety)

By:   
(Signature)

By:   
(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 14, 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)



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

Place Notary Seal Above

## 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: \_\_\_\_\_

RIGHT THUMBPRINT  
OF SIGNER

Top of thumb here

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

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

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

RIGHT THUMBPRINT  
OF SIGNER

Top of thumb here

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*

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*

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 14 day of March, 2024.



WESTERN SURETY COMPANY

*Paula Kolsrud*

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 27<sup>th</sup> 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](http://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

 Date 03/14/2024  
Signature

**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 D	Name: <u>Sealright Paving, Inc.</u> Address: <u>9053 Olive Drive</u> City: <u>Spring Valley</u> State: <u>CA</u> Zip: <u>91977</u> Phone: <u>619-465-7411</u> Email: <u>estimating@sealrightpavinginc.com</u>	364113	1000039542	Constructor	Asphalt Paving/ Cold Mill Work	\$1,005,229.40
	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

<b>Legal Name</b>		<b>DBA</b>	
S.C. Valley Engineering, Inc.			
<b>Street Address</b>	<b>City</b>	<b>State</b>	<b>Zip</b>
656 Front Street	El Cajon	CA	92020
<b>Contact Person, Title</b>		<b>Phone</b>	<b>Fax</b>
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.

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

<b>Name</b>	<b>Title/Position</b>
Colleen Wathen	CFO
<b>City and State of Residence</b>	<b>Employer (if different than Bidder/Proposer)</b>
El Cajon, CA	
<b>Interest in the transaction</b>	
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

03/14/2024

Print Name, Title

Signature

Date

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

**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>, employee, agent or representative 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 03/14/2024

**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
Loveless Linton - Brandon Linton	President
Loveless Linton - Rebekah Loveless	Vice President
R & C Structures, Inc. - Kelly Santar	President
R & C Structures, Inc. - Peter Santar	Vice President

SUBCONTRACTOR                       SUPPLIER                       MANUFACTURER

NAME	TITLE
Nu-Line Technologies, LLC - Salvador "Buddy" Aquino	Partner
Nu-Line Technologies, LLC - Dominic & Julie Burtech	Partner
Nu-Line Technologies, LLC - Frank Durazo	Partner
McLeod Truckin, LLC - Michael Johnson	President

SUBCONTRACTOR                       SUPPLIER                       MANUFACTURER

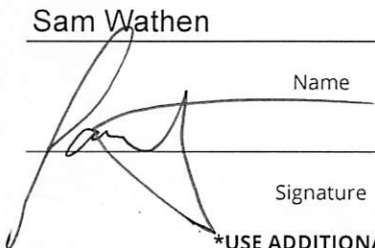
NAME	TITLE
Soclaris Contracting - Sonny Rosenal	President
SealRight Paving - Frank Vasquez	President
Southwest Signal Service - Ryan Clark	President
Statewide Stripes, Inc. - Dave Brilhante	President

SUBCONTRACTOR                       SUPPLIER                       MANUFACTURER

NAME	TITLE
AR Concrete dba REC Trucking - Rafael Teran	President
McGrath Consulting - Michael McGrath	President

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

Certified By Sam Wathen Title President

Name  
  
Signature

Date 03/14/2024

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



# City of San Diego

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

## ADDENDUM A



## FOR

## SEWER & AC WATER GROUP 793A

BID NO.:	<u>K-24-2273-DBB-3</u>
SAP NO. (WBS/IO/CC):	<u>B-19155, B-19160</u>
CLIENT DEPARTMENT:	<u>2000</u>
COUNCIL DISTRICT:	<u>8</u>
PROJECT TYPE:	<u>KB, JA</u>

---

### **BID DUE DATE:**

**2:00 PM**  
**MARCH 14, 2024**

**CITY OF SAN DIEGO'S ELECTRONIC BIDDING SITE, PLANETBIDS**

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

**A. CHANGES TO CONTRACT DOCUMENTS**

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

**B. BIDDER'S QUESTIONS**

Q1. Looking for clarification regarding the above-mentioned project. Sheet C-39, Paving Schedule Notes call out 'Total Area of Concrete Pavement' however the quantity appears low when comparing to the alley concrete replacement also identified in the legend as limits of concrete paving replacement. Can the City add square footage, details, and bid item for the concrete alley replacement?

A1. The cost of the concrete alley replacement is to be included as part of the linear footage of the pipeline. Please refer to Special Supplemental Provisions Section 306-1 General and 306-15.1 for more information.

Rania Amen, Director  
Engineering & Capital Projects Department

Dated: *March 11, 2024*  
San Diego, California

RA/ED/lir

## Bid Results

### Bidder Details

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

### Bid Detail

**Bid Format** Electronic  
**Submitted** 03/14/2024 1:04 PM (PDT)  
**Delivery Method**  
**Bid Responsive**  
**Bid Status** Submitted  
**Confirmation #** 368686

### 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 INTERESTS FORM
Debarment Prime - Signed.pdf	Debarment Prime - Signed.pdf	DEBARMENT AND SUSPENSION CERTIFICATION FOR PRIME CONTRACTOR
Debarment Sub - Signed.pdf	Debarment Sub - Signed.pdf	DEBARMENT AND SUSPENSION CERTIFICATION FOR SUBCONTRACTORS, SUPPLIERS AND MANUFACTURERS
Bid Bond - Signed.pdf	Bid Bond - Signed.pdf	Bid Bond

## Subcontractors

*Showing 10 Subcontractors*

Name & Address	Desc	License Num	CADIR	Amount	Type
<b>Loveless Linton, Inc. Archaeological,</b> 1421 W. Lewis St San Diego, California 92103	Constructor - Archeo/Paleo/Nativ American/Biological Monitoring & Mitigation Services - SLBE	00000	1000047263	\$380,623.05	DBE, SDB, CADIR, MBE, NAT, MALE, SLBE, Local
<b>McGrath Holdings, Inc</b> PO BOX 2488 El Cajon, California 92021	Constructor - WPCP Deveelopment	00000	1000037165	\$1,600.00	CADIR, ELBE, Local
<b>McLeod Trucking</b> 1911 Euclid ave. El Cajon, California 92019	Constructor - Trucking Services - ELBE	00000	PW-LR-1000415486	\$561,600.00	ELBE, Local
<b>Nu-Line Technologies, LLC</b> 1325 Pipeline Dr Vista, California 92081	Constructor - Video Inspection of Pipelines and Culverts	997520	1000003808	\$38,304.00	CADIR, MBE, WBE, FEM, Local
<b>R&amp;C Structures, Inc.</b> 1615 La Mirada Drive San Marcos, California 92069	Constructor - Manholes -SLBE	425215	1000004446	\$360,430.00	WBE, WOSB, FEM, CAU, SLBE, Local
<b>REC TRUCKING INC DBA AR CONCR</b> 1128 2nd Ave Chula vista, California 91911	Constructor - Curb Ramps Ped Barricades, Cross Gutters, Historical & Contractor Date Stamps & Impressions, Additional Sidewalk Remove/Replace and Commerical Concrete Driveway - ELBE	1087615	1000040647	\$513,297.06	ELBE, DBE, CADIR, MALE, LAT, Local
<b>SealRight Paving, Inc.</b> 9053 Olive Dr. Spring Valley, California 91977	Constructor - Phased Paving Work - SLBE	364113	1000039542	\$23,800.00	MBE, CADIR, DBE, MALE, LAT, PQUAL, SLBE, Local
<b>Soclaris Contracting</b> 7437 Lowell Ct. La Mesa, California 91941	Constructor - Hazardous Waste Environmental Services / Transportation & Disposal of Non- Friable Asbestos Material - SLBE	793838	1000011964	\$69,450.00	DVBE, CADIR, MALE, SDVSB, CAU, ELBE, Local
<b>Southwest Signal Services</b> P.O. Box 1297 El Cajon, California 92022	Constructor - Traffic Signal Loops & Appurtenance Replacement, Ped Push Buttons, LED Countdown Ped Heads and Temp Detection System	451115	1000004265	\$574,194.70	Local
<b>Statewide Stripes Inc.</b> PO Box 600710 San Diego, California 92160	Constructor - Striping Work	788286	1000001334	\$243,500.00	CADIR, DBE, Local

## Line Items

Discount Terms No Discount

Item #	Item Code	Type	Item Description	UOM	QTY	Unit Price	Line Total	Response	Comment
Main Bid (Sewer)							\$11,638,314.60		
1	524126		Bonds (Payment and Performance)	LS	1	\$115,230.79	\$115,230.79	Yes	
2	237310		Caltrans Encroachment Permit Submittal (EOC Type I)	AL	1	\$5,000.00	\$5,000.00	Yes	
3	237110		Sewage Bypass and Pumping Plan (Diversion Plan)	LS	1	\$450,587.00	\$450,587.00	Yes	
4	541690		Archaeological and Native American Monitoring Program	LF	7750	\$43.00	\$333,250.00	Yes	
5	541690		Paleontological Monitoring Program	LF	7750	\$7.00	\$54,250.00	Yes	
6	541690		Archaeological and Native American Mitigation and Curation (EOC Type I)	AL	1	\$15,000.00	\$15,000.00	Yes	
7	541690		Paleontological Mitigation and Excavation	CY	175	\$35.00	\$6,125.00	Yes	
8	541690		Suspension of Work - Resources	DAY	11	\$575.00	\$6,325.00	Yes	
9	237110		Mobilization	LS	1	\$330,434.00	\$330,434.00	Yes	
10			Field Orders (EOC Type II)	AL	1	\$285,918.00	\$285,918.00	Yes	
11	237310		Subgrade Imported Backfill	TON	30	\$140.00	\$4,200.00	Yes	
12	237310		Excavate and Export (Scheduled, 10")	CY	105	\$282.00	\$29,610.00	Yes	
13	237310		Excavate and Export (Unscheduled, 10")	CY	42	\$415.00	\$17,430.00	Yes	
14	237310		Class 2 Aggregate Base (Scheduled, 5")	TON	74.24283	\$131.00	\$9,725.81	Yes	
15	237310		Class 2 Aggregate Base (Unscheduled, 5")	TON	29.6	\$275.00	\$8,140.00	Yes	
16	237310		Asphalt Concrete Base (Scheduled, 5 Inch)	TON	83	\$290.00	\$24,070.00	Yes	
17	237310		Asphalt Concrete Base (Unscheduled, 5 Inch)	TON	33	\$334.00	\$11,022.00	Yes	
18	237310		Historical and Contractor Date Stamps and Impressions	EA	16	\$115.00	\$1,840.00	Yes	
19	237310		Cross Gutter	SF	5020	\$16.00	\$80,320.00	Yes	
20	237310		Curb Ramp (Type A) with Stainless Steel Detectable Warning Tiles	EA	25	\$5,913.00	\$147,825.00	Yes	
21	237310		Curb Ramp (Type B) with Stainless Steel Detectable Warning Tiles	EA	4	\$6,016.00	\$24,064.00	Yes	
22	237310		Curb Ramp Modified (Type B, Per [41560-52D-64D]) with Detectable Warning Tiles	EA	14	\$6,016.00	\$84,224.00	Yes	
23	237310		Curb Ramp Modified (Type C1, Per [41560-52D-64D]) with Detectable Warning Tiles	EA	1	\$9,398.00	\$9,398.00	Yes	
24	237310		Curb Ramp Modified (Type C2, Per [41560-52D-64D]) with Detectable Warning Tiles	EA	6	\$6,632.00	\$39,792.00	Yes	
25	237110		Abandon and Fill Existing Sewer Main (6-Inch) Outside of the Trench Limit	LF	978	\$10.00	\$9,780.00	Yes	
26	237110		Abandon and Fill Existing Sewer Main (8-Inch) Outside of the Trench Limit	LF	87	\$75.00	\$6,525.00	Yes	
27	237110		Additional Bedding	CY	350	\$106.00	\$37,100.00	Yes	
28	237110		Sewer Main (8-Inch)	LF	10144	\$454.00	\$4,605,376.00	Yes	
29	237110		Sewer Main (10-Inch)	LF	380	\$245.00	\$93,100.00	Yes	
30	237110		Sewer Main (8-Inch, SDR-26)	LF	2055	\$400.00	\$822,000.00	Yes	
31	237110		Sewer Main (10-Inch, SDR-26)	LF	200	\$215.00	\$43,000.00	Yes	
32	237110		Engineered Trench Shoring	LS	1	\$102,213.00	\$102,213.00	Yes	
33	237310		Temporary Resurfacing	TON	590	\$226.00	\$133,340.00	Yes	
34	237110		Imported Trench Backfill	TON	700	\$76.00	\$53,200.00	Yes	
35	237110		Manhole (4 ft x 3 ft)	EA	50	\$14,926.00	\$746,300.00	Yes	
36	237110		Connection to Existing Manhole and Rechanneling	EA	3	\$4,543.00	\$13,629.00	Yes	
37	237110		Sewer Lateral and Cleanout (4-Inch, Street)	EA	244	\$4,093.00	\$998,692.00	Yes	
38	237110		Sewer Lateral and Cleanout (6-Inch, Street)	EA	1	\$11,640.00	\$11,640.00	Yes	
39	237110		Sewer Lateral and Cleanout (4-Inch, Alley)	EA	97	\$4,025.00	\$390,425.00	Yes	
40	237110		Sewer Lateral with Private Replumbing (4-Inch) 610-656 24th Street	EA	1	\$55,685.00	\$55,685.00	Yes	
41	237110		Sewer Lateral with Private Replumbing (4-Inch) 2252 & 2254 Market Street	EA	1	\$56,007.00	\$56,007.00	Yes	
42	237110		Sewer Main Cleanout	EA	2	\$7,740.00	\$15,480.00	Yes	
43	237110		Video Inspection of Pipelines and Culverts for Acceptance	LF	12768	\$4.00	\$51,072.00	Yes	
44	237310		Continental Crosswalks	SF	8000	\$9.00	\$72,000.00	Yes	
45	237310		Removal and Replacement of Existing Paint Striping	LS	1	\$38,755.00	\$38,755.00	Yes	
46	237310		Removal and Replacement of Existing Thermoplastic Striping and Markings	LS	1	\$79,580.00	\$79,580.00	Yes	
47	238990		Video Recording of Existing Conditions	LS	1	\$10,500.00	\$10,500.00	Yes	
48	238910		Removal and Disposal of Railroad Tracks	LF	680	\$496.00	\$337,280.00	Yes	
49	237310		Traffic Signal Loop and Appurtenance Replacement (Type E)	EA	49	\$1,047.00	\$51,303.00	Yes	

Item #	Item Code	Type	Item Description	UOM	QTY	Unit Price	Line Total	Response	Comment
50	237310		Traffic Signal Loop and Appurtenance Replacement (Type Modified E)	EA	21	\$1,047.00	\$21,987.00	Yes	
51	541330		Traffic Control and Working Drawings	LS	1	\$146,740.00	\$146,740.00	Yes	
52	237310		Portable Changeable Message Signs (EOC Type I)	AL	1	\$7,000.00	\$7,000.00	Yes	
53	238210		Temporary Detection System	EA	3	\$68,207.00	\$204,621.00	Yes	
54	237310		Pedestrian Barricade (Type A)	EA	2	\$2,300.00	\$4,600.00	Yes	
55	238210		Furnish and Install Pedestrian Push Button on Existing Pole	EA	1	\$3,057.00	\$3,057.00	Yes	
56	238210		Furnish and Install Single Pedestrian Push Button on New Post and Foundation	EA	6	\$4,313.00	\$25,878.00	Yes	
57	238210		Furnish and Install Two Pedestrian Push Buttons on New Post and Foundation	EA	6	\$5,511.00	\$33,066.00	Yes	
58	238210		Furnish and Install LED Countdown Pedestrian Heads and Hardware	EA	4	\$3,325.00	\$13,300.00	Yes	
59	238210		Traffic Detector Loop Stub	EA	3	\$2,530.00	\$7,590.00	Yes	
60	541330		WPCP Development	LS	1	\$920.00	\$920.00	Yes	
61	237310		WPCP Implementation	LS	1	\$68,514.00	\$68,514.00	Yes	
62	237110		Potholing Existing Utilities Not Shown on Plans	EA	80	\$1,021.00	\$81,680.00	Yes	
63	237310		Adjust Existing Gate Valve Frame and Cover to Grade	EA	26	\$2,147.00	\$55,822.00	Yes	
64	237310		Adjust Existing Survey Monument to Grade	EA	5	\$1,681.00	\$8,405.00	Yes	
65	237110		Phased Paving	EA	4	\$6,843.00	\$27,372.00	Yes	
Main Bid (Water)							\$8,515,190.40		
66	237110		Dewatering Hazardous Contaminated Water (EOC Type II)	AL	1	\$30,000.00	\$30,000.00	Yes	
67	237110		Dewatering Non-Hazardous Contaminated Water (EOC Type II)	AL	1	\$20,000.00	\$20,000.00	Yes	
68	541690		Monitoring of Contaminated Soil (EOC Type II)	AL	1	\$25,000.00	\$25,000.00	Yes	
69	238990		Testing, Sampling, Site Storage, and Handling of Soils Containing RCRA Hazardous Waste	TON	33	\$190.00	\$6,270.00	Yes	
70	238990		Loading, Transporation, and Disposal of soils containing RCRA Hazardous Waste	TON	2	\$4,457.00	\$8,914.00	Yes	
71	238990		Testing, Sampling, Site Storage, Handling, Transportation, and Disposal of Non-RCRA Hazardous Waste	TON	98	\$217.00	\$21,266.00	Yes	
72	238990		Testing, Sampling, Site Storage, Handling, Transportation, and Disposal of Non-RCRA Hazardous Waste	TON	5	\$1,461.00	\$7,305.00	Yes	
73	238990		Testing, Sampling, Site Storage, and Handling of Soils Containing Hazardous Waste (EOC Type II)	AL	1	\$25,000.00	\$25,000.00	Yes	
74	562910		Hazardous Waste Operations and Emergency Response (HAZWOPER) Certification (EOC Type I)	AL	1	\$6,000.00	\$6,000.00	Yes	
75	524126		Bonds (Payment and Performance)	LS	1	\$84,309.00	\$84,309.00	Yes	
76	237310		Caltrans Encroachment Permit Submittal (EOC Type I)	AL	1	\$7,000.00	\$7,000.00	Yes	
77	541690		Archaeological and Native American Monitoring Program	LF	650	\$30.00	\$19,500.00	Yes	
78	541690		Archaeological and Native American Mitigation and Curation (EOC Type I)	AL	1	\$15,000.00	\$15,000.00	Yes	
79	541690		Suspension of Work - Resources	DAY	5	\$2,875.00	\$14,375.00	Yes	
80	237110		Mobilization	LS	1	\$195,350.00	\$195,350.00	Yes	
81			Field Orders (EOC Type II)	AL	1	\$476,360.00	\$476,360.00	Yes	
82	237310		Excavate and Export (Scheduled, 10")	CY	125	\$330.00	\$41,250.00	Yes	
83	237310		Excavate and Export (Unscheduled, 10")	CY	50	\$405.00	\$20,250.00	Yes	
84	237310		Class 2 Aggregate Base (Scheduled, 5")	TON	92	\$340.00	\$31,280.00	Yes	
85	237310		Class 2 Aggregate Base (Unscheduled, 5")	TON	37	\$340.00	\$12,580.00	Yes	
86	237310		Asphalt Concrete Base (Scheduled, 5 Inch)	TON	102	\$256.00	\$26,112.00	Yes	
87	237310		Asphalt Concrete Base (Unscheduled, 5 Inch)	TON	41	\$309.00	\$12,669.00	Yes	
88	237310		Subgrade Imported Backfill	TON	10	\$253.00	\$2,530.00	Yes	
89	237310		Historical and Contractor Date Stamps and Impressions	EA	2	\$279.00	\$558.00	Yes	
90	237310		Cross Gutter	SF	1600	\$13.00	\$20,800.00	Yes	
91	237310		Curb Ramp (Type A) with Stainless Steel Detectable Warning Tiles	EA	15	\$5,913.00	\$88,695.00	Yes	
92	237310		Curb Ramp (Type B) with Stainless Steel Detectable Warning Tiles	EA	1	\$6,039.00	\$6,039.00	Yes	
93	237310		Curb Ramp (Type C1) with Stainless Steel Detectable Warning Tiles	EA	2	\$5,913.00	\$11,826.00	Yes	
94	237310		Curb Ramp Modified (Type A, Per [41560-52D-64D]) with Detectable Warning Tiles	EA	3	\$5,913.00	\$17,739.00	Yes	
95	237310		Curb Ramp Modified (Type B, Per [41560-52D-64D]) with Detectable Warning Tiles	EA	1	\$6,030.00	\$6,030.00	Yes	
96	237310		Curb Ramp Modified (Type C1, Per [41560-52D-64D]) with Detectable Warning Tiles	EA	1	\$9,398.00	\$9,398.00	Yes	
97	237310		Curb Ramp Modified (Type C2, Per [41560-52D-64D]) with Detectable Warning Tiles	EA	2	\$12,078.00	\$24,156.00	Yes	
98	237310		Curb Ramp (Type D) with Stainless Steel Detectable Warning Tiles	EA	2	\$11,816.00	\$23,632.00	Yes	



Item #	Item Code	Type	Item Description	UOM	QTY	Unit Price	Line Total	Response	Comment
99	237110		Abandon and Fill Existing Water Main Outside of the Trench Limit	LF	1771	\$40.00	\$70,840.00	Yes	
100	237310		Additional Sidewalk Removal and Replacement	SF	330	\$18.00	\$5,940.00	Yes	
101	237110		Handling and Disposal of Non-friable Asbestos Material	LF	7500	\$28.00	\$210,000.00	Yes	
102	237110		Additional Bedding	CY	170	\$123.00	\$20,910.00	Yes	
103	237110		Water Main (6-Inch)	LF	10	\$1,600.00	\$16,000.00	Yes	
104	237110		Water Main (8-Inch)	LF	2886	\$180.00	\$519,480.00	Yes	
105	237110		Water Main (8-Inch, Class 305)	LF	100	\$270.00	\$27,000.00	Yes	
106	237110		Water Main (12-Inch, Class 305)	LF	148	\$650.00	\$96,200.00	Yes	
107	237110		Water Main (12-Inch)	LF	1167	\$390.00	\$455,130.00	Yes	
108	238990		Water Main (12 Inch w/ 24" Casing)	LF	1407	\$2,060.00	\$2,898,420.00	Yes	
109	237110		Water Main (12 Inch w/ 24" Casing) by Jacking (STA 9+50 to STA 9+83)	LF	33	\$2,165.00	\$71,445.00	Yes	
110	237110		Engineered Trench Shoring	LS	1	\$80,555.00	\$80,555.00	Yes	
111	237110		Gate Valve (6-Inch)	EA	1	\$4,850.00	\$4,850.00	Yes	
112	237110		Gate Valve (8-Inch)	EA	22	\$3,945.00	\$86,790.00	Yes	
113	237110		Gate Valve (12-Inch)	EA	19	\$5,751.00	\$109,269.00	Yes	
114	237110		Fire Hydrant Assembly and Marker	EA	10	\$17,403.00	\$174,030.00	Yes	
115	237110		Fire Service Connection and Assembly (4-Inch)	EA	2	\$21,452.00	\$42,904.00	Yes	
116	237110		Fire Service Connection and Assembly (6-Inch)	EA	3	\$21,220.00	\$63,660.00	Yes	
117	237110		Water Service (1-Inch)	EA	84	\$5,685.00	\$477,540.00	Yes	
118	237110		Water Service (2-Inch)	EA	7	\$19,610.00	\$137,270.00	Yes	
119	237110		Trenchless Water Service	EA	1	\$18,812.00	\$18,812.00	Yes	
120	237110		Blow-Off Valve Assembly (2-Inch)	EA	5	\$9,900.00	\$49,500.00	Yes	
121	237110		Air and Vacuum (Air Release) Valve Assembly (2-Inch) Class 150	EA	2	\$17,710.00	\$35,420.00	Yes	
122	237310		Temporary Resurfacing	TON	275	\$262.00	\$72,050.00	Yes	
123	237110		Imported Trench Backfill	TON	490	\$108.00	\$52,920.00	Yes	
124	237310		Continental Crosswalks	SF	2600	\$9.00	\$23,400.00	Yes	
125	237310		Removal and Replacement of Existing Paint Striping	LS	1	\$30,475.00	\$30,475.00	Yes	
126	237310		Removal and Replacement of Existing Thermoplastic Striping and Markings	LS	1	\$41,285.00	\$41,285.00	Yes	
127	238990		Video Recording of Existing Conditions	LS	1	\$43,284.40	\$43,284.40	Yes	
128	238910		Railroad Tracks to be removed by MTS	LF	10	\$303.00	\$3,030.00	Yes	
129	561990		MTS Flagging	HOURS	100	\$58.00	\$5,800.00	Yes	
130	926120		Roadway Worker Safety Training	PERSONS	8	\$1,150.00	\$9,200.00	Yes	
131	488210		Traction Power Shutdown	EA	23	\$1,221.00	\$28,083.00	Yes	
132	237310		Commercial Concrete Driveway	SF	450	\$29.00	\$13,050.00	Yes	
133	238910		Removal and Disposal of Railroad Tracks	LF	320	\$325.00	\$104,000.00	Yes	
134	237310		Adjust Existing Manhole Frame and Cover to Grade	EA	15	\$1,550.00	\$23,250.00	Yes	
135	237310		Adjust Existing Survey Monument to Grade	EA	8	\$2,514.00	\$20,112.00	Yes	
136	237310		Traffic Signal Loop and Appurtenance Replacement (Type E)	EA	8	\$1,047.00	\$8,376.00	Yes	
137	237310		Traffic Signal Loop and Appurtenance Replacement (Type Modified E)	EA	5	\$1,047.00	\$5,235.00	Yes	
138	237110		MTS Right of Entry Permit (EOC Type I)	AL	1	\$10,000.00	\$10,000.00	Yes	
139	541330		Traffic Control and Working Drawings	LS	1	\$190,785.00	\$190,785.00	Yes	
140	237310		Portable Changeable Message Signs (EOC Type I)	AL	1	\$3,200.00	\$3,200.00	Yes	
141	238210		Temporary Detection System	EA	2	\$68,207.00	\$136,414.00	Yes	
142	238210		Furnish and Install Pedestrian Push Button on Existing Pole	EA	3	\$3,057.00	\$9,171.00	Yes	
143	238210		Furnish and Install Single Pedestrian Push Button on New Post and Foundation	EA	13	\$4,313.00	\$56,069.00	Yes	
144	238210		Furnish and Install Two Pedestrian Push Buttons on New Post and Foundation	EA	5	\$5,511.00	\$27,555.00	Yes	
145	238210		Furnish and Install LED Countdown Pedestrian Heads and Hardware	EA	12	\$4,101.00	\$49,212.00	Yes	
146	238210		Traffic Detector Loop Stub	EA	3	\$2,530.00	\$7,590.00	Yes	
147	237110		Contractor Furnished Materials for the City Forces High-line Work	LF	11728	\$7.00	\$82,096.00	Yes	
148	237110		Connections to The Existing System by Contractor (8 Inch through 12 Inch)	EA	23	\$7,153.00	\$164,519.00	Yes	

Item #	Item Code	Type	Item Description	UOM	QTY	Unit Price	Line Total	Response	Comment
149	237110		Pavement Restoration for Final Connection	SF	2300	\$17.00	\$39,100.00	Yes	
150	541330		WPCP Development	LS	1	\$920.00	\$920.00	Yes	
151	237310		WPCP Implementation	LS	1	\$39,151.00	\$39,151.00	Yes	
152	237110		Potholing Existing Utilities Not Shown on Plans	EA	120	\$1,640.00	\$196,800.00	Yes	
153	237110		Phased Paving	EA	4	\$7,475.00	\$29,900.00	Yes	
Additive Alternate A (Water)							\$328,384.00		
154	237110		High-lining Installation by the Contractor	LF	11728	\$14.00	\$164,192.00	Yes	
155	237110		High-lining Removed by the Contractor	LF	11728	\$14.00	\$164,192.00	Yes	
Deductive Alternate B (Water)							-\$82,096.00		
156	237110		Contractor Furnished Materials for the City Forces High-line Work (Deductive)	LF	-11728	\$7.00	-\$82,096.00	Yes	
Additive Alternate C (Water)							\$339,940.00		
157	237110		Connections to the Existing System by Contractor (8 Inch through 12 Inch)	EA	23	\$7,628.00	\$175,444.00	Yes	
158	237110		Cut and Plug by Contractor	EA	23	\$7,152.00	\$164,496.00	Yes	
Additive Alternate D (Transportation)							\$1,787,512.00		
159	237310		Excavate and Export (Scheduled, 10")	CY	96	\$673.00	\$64,608.00	Yes	
160	237310		Excavate and Export (Unscheduled, 10")	CY	39	\$782.00	\$30,498.00	Yes	
161	237310		Class 2 Aggregate Base (Scheduled, 5")	TON	70	\$611.00	\$42,770.00	Yes	
162	237310		Class 2 Aggregate Base (Unscheduled, 5")	TON	28	\$677.00	\$18,956.00	Yes	
163	237310		Asphalt Concrete Base (Scheduled, 5 Inch)	TON	78	\$762.00	\$59,436.00	Yes	
164	237310		Asphalt Concrete Base (Unscheduled, 5 Inch)	TON	32	\$812.00	\$25,984.00	Yes	
165	237310		Asphalt Concrete Overlay (2-Inch Type B)	TON	4650	\$162.00	\$753,300.00	Yes	
166	237310		Cold Mill AC Pavement (2-Inch)	SF	395980	\$2.00	\$791,960.00	Yes	

## Line Item Subtotals

Section Title	Line Total
Main Bid (Sewer)	\$11,638,314.60
Main Bid (Water)	\$8,515,190.40
Additive Alternate A (Water)	\$328,384.00
Deductive Alternate B (Water)	-\$82,096.00
Additive Alternate C (Water)	\$339,940.00
Additive Alternate D (Transportation)	\$1,787,512.00
<b>Grand Total</b>	<b>\$22,527,245.00</b>