City of San Diego

CONTRACTOR'S NAME:	
ADDRESS:	
TELEPHONE NO.:	FAX NO.:
CITY CONTACT: REGAN OWEN	N, 600 B Street, Suite 800, MS 908A, San Diego, CA 92101-4520
rowen@sandieg	go.gov, Phone No. 619-533-5205, Fax No. 619-533-5176

CONTRACT DOCUMENTS



FOR

AR/LS/CA

MONTEZUMA TRUNK SEWER

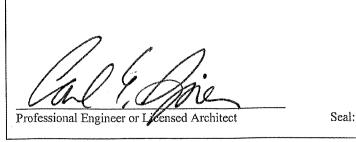
VOLUME 1 OF 2

BID NO.:	K-12-5527-DBB-3-C	
SAP NO. (WBS).:	S-00332	
CLIENT DEPARTMENT:	2011	
COUNCIL DISTRICT:	3	
PROJECT TYPE:	JA	

THIS CONTRACT IS SUBJECT TO THE FOLLOWING:

> THE CITY'S SUBCONTRACTING PARTICIPATION REQUIREMENTS FOR SLBE PROGRAM.

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





The 2010 edition of the City of San Diego Standard Specifications for Public Works Construction ("The WHITEBOOK") now contains the following distinct Contract Documents:

- 1) Equal Opportunity Contracting Program Requirements This Contract Document sets forth the standard requirements for the City's equal opportunity contracting program. When additional requirements by the funding source e.g., federal or state agencies are physically included in the contract documents or by reference and there is a discrepancy, the funding source requirements shall govern unless specified otherwise in the Special Provisions.
- 2) City Supplement The City Supplement shall be used in conjunction with the Standard Specifications for Public Works Construction ("The GREENBOOK"), 2009 Edition. The specifications contained in City Supplement take precedence over the specifications contained in The GREENBOOK, 2009 Edition.

Certain parts of the City Supplement have been highlighted in yellow for the convenience of the users only and shall not affect the interpretation of the Contract.

To obtain The GREENBOOK contact the publisher at: http://www.bnibooks.com

The WHITEBOOK is available only in electronic format under Engineering Documents and References at: http://www.sandiego.gov/engineering-cip/

TABLE OF CONTENTS

DI	ESCRIPTION		PAGE NUMBER
1.	REQUIRED DOCU	MENTS SCHEDULE	4 - 5
2.	SPECIAL NOTICE	SLBE AND ELBE PROGRAM	6 - 12
3.	INVITATION TO E	SID(S)	13 - 15
		BIDDER(S)	
5.	CONTRACT FORM	1S	
	Agreement/Con-	tract	25 - 26
		nd and Labor and Materialmen's Bond	
6.	CONTRACTOR CE	ERTIFICATION	
	 Drug-Free Work 	xplace	29
		Disabilities Act (ADA) Compliance	
	Contractor Stand	dards - Pledge of Compliance	31
	Affidavit of Discount	posal	32
7.	SUPPLEMENTARY	Y SPECIAL PROVISIONS	33 - 69
8.	APPENDICES:		
	• APPENDIX A	Mitigated Negative Declaration	70 - 120
	 APPENDIX B 	Sample City Invoice	
	 APPENDIX C 	Preformed Loop Construction	
	 APPENDIX D 	Agreement for Application of Emulsion-Aggregat	

REQUIRED DOCUMENTS SCHEDULE

This table is intended to serve as a convenient tool for listing forms and documents required at different times. It is neither exhaustive nor must be considered a Contract Document by itself. Therefore, the users must review the entire Contract Documents and become familiar with the required documentation and the submittal schedule associated with each document.

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

The specified EOC forms are all available for download from the EOC Program's web site at:

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

ITEM	WHEN	BY	WHAT
1.	BID DUE DATE/TIME	ALL BIDDERS	Proposal (Bid)
2.	BID DUE DATE/TIME	ALL BIDDERS	Bid Bond
3.	BID DUE DATE/TIME	ALL BIDDERS	Non-collusion Affidavit to be Executed By Bidder and Submitted with Bid under 23 USC 112 and PCC 7106
4.	BID DUE DATE/TIME	ALL BIDDERS	Contractors Certification of Pending Actions
5.	BID DUE DATE/TIME	ALL BIDDERS	Equal Benefits Ordinance Certification of Compliance
6.	BID DUE DATE/TIME	ALL BIDDERS	Form AA35 - List of Subcontractors
7.	BID DUE DATE/TIME	ALL BIDDERS	Form AA40 - Named Equipment/Material Supplier List
8.	WITHIN 3 WORKING DAY OF BID OPENING	ALL BIDDERS	Proof of Valid DBE-MBE-WBE-DVBE Certification Status e.g., Certs.
9.	WITHIN 3 WORKING DAY OF BID OPENING	ALL BIDDERS	SLBE-ELBE Good Faith Documentations
10.	WITHIN 3 WORKING DAY OF BID OPENING WITH GFE	ALL BIDDERS	Form AA60 – List of Work Made Available
11.	WITHIN 5 WORKING DAYS OF BID OPENING	3 APPARENT LOWEST BIDDERS	Contractor's Experience and Past Project Documentation per Section 500-1.1.2.1
12.	WITHIN 5 WORKING DAYS OF BID OPENING	3 APPARENT LOWEST BIDDERS	Manufacturer Certification per Section 500-1.1.2.1
13.	WITHIN 5 WORKING DAYS OF BID OPENING	3 APPARENT LOWEST BIDDERS	Manufacturer's License per Section 500-1.1.2.1

REQUIRED DOCUMENTS SCHEDULE

ITEM	WHEN	BY	WHAT
14.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Names of the principle individual owners of the Apparent Low Bidder - In the event the firm is employee owned or publicly held, then the fact should be stated and the names of the firm's principals and officers shall be provided.
15.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	If the Contractor is a Joint Venture, the following information must be submitted: o Joint Venture Agreement o Joint Venture License
16.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Form BB05 - Work Force Report
17.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Contract Forms - Agreement
18.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Contract Forms - Payment and Performance Bond
19.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Certificates of Insurance and Endorsements
20.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Contractor Certification - Drug-Free Workplace
21.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Contractor Certification - American with Disabilities Act
22.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Contractors Standards - Pledge of Compliance
23.	BY 5th OF EACH MONTH	CONTRACTOR	Form CC20 - Monthly Employment Report
24.	BY 5th OF EACH MONTH	CONTRACTOR	Form CC25 - Monthly Invoicing Report
25.	PRIOR TO ACCEPTANCE	CONTRACTOR	Form CC10 - Contract Change Order (CCO)
26.	PRIOR TO ACCEPTANCE	CONTRACTOR	Form CC15 - Final Summary Report
27.	PRIOR TO ACCEPTANCE	CONTRACTOR	Affidavit of Disposal

SPECIAL NOTICE SMALL LOCAL BUSINESS ENTERPRISES (SLBE) AND EMERGING LOCAL BUSINESS ENTERPRISES (ELBE) PROGRAM

- **1. INTRODUCTION.** This contract is subject to the requirements of the SLBE Program as specified in the SLBE-ELBE section of the City's EOCP Requirements included in The WHITEBOOK.
 - 1.1. The Bidders are required to review The WHITEBOOK and become familiar with the detailed specifications including the required documentation and the submittal schedule as related to SLBE-ELBE program.
- 2. AMENDMENTS TO THE CITY'S GENERAL EOCP REQUIREMENTS.
 - III. Equal Employment Opportunity Outreach Program (A). DELETE in its entirety and SUBSTITUTE with the following:
 - A. Competitive Bids. If a contract is competitively solicited, the Apparent Low Bidder shall submit a *Work Force Report (Form BB05)* or an Equal Employment Opportunity (EEO) Plan, within 10 Working Days after receipt by the Bidder of Contract forms to the City for approval as specified in the Notice of Intent to Award letter from the City.
- 3. AMENDMENTS TO THE CITY'S EOCP SLBE-ELBE REQUIREMENTS.
 - VIII. Subcontracting Efforts Review and Evaluation (2b)). DELETE in its entirety and SUBSTITUTE with the following:
 - 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 for a minimum of 10 Working Days before the Bid or Proposal due date."
 - VIII. Subcontracting Efforts Review and Evaluation (3) and (4). DELETE in its entirety and SUBSTITUTE with the following:
 - 3. Good Faith Effort Documentation Requirements

If the stated SLBE-ELBE subcontractor participation percentages are not met, the Bidder shall submit, within 3 Working Days of the Bid opening, information necessary to establish adequate good faith efforts were taken to meet the contract subcontractor participation percentages. The required documentation includes the following:

A. ADVERTISEMENT REQUIREMENTS

Advertisements for subcontract work must comply with the following requirements:

1. Advertisements must be published at least 10 Working Days prior to bid opening. Provide the names and dates of each publication of where the advertisement was published.

- Note: The advertisement is not required to be published everyday for the 10 Working Days prior to bid opening.
- 2. There must be at least 2 advertisements published, 1 advertisement in a trade publication and 1 in a focus group publication. Additional advertising for SLBE-ELBE participation may be placed in newspapers, trade papers and on the Internet. For a listing of publications accepting advertisements, please visit the City's EOC home page at http://www.sandiego.gov/eoc/
 - 2.1. Newspaper advertisements must be in the Bids Wanted, Legal Notices section of the Classified Ads, Subcontracting Opportunities or Business Opportunities NOT the Employment Opportunities Section.
- 3. Advertisements must state which items or portions of work the Bidder is requesting subcontractor pricing.
 - 3.1. It is the Bidder's responsibility to demonstrate that enough work sufficient to meet the SLBE-ELBE subcontractor participation percentage was made available to SLBE-ELBE firms. The Bidder shall make as many items of Work available as possible to meet specified subcontracting participation percentage and at a minimum an amount of work equal to the specified subcontracting participation amount. If necessary to specified subcontracting participation reach the percentage, the Work shall include those items normally performed by the Bidder with its own forces or supplies and even items with a dollar value below 1/2 of 1% of the total Bid. Bidders shall utilize Form AA60 to demonstrate compliance with this requirement and submit the completed form with Good Faith Effort documentation.
- 4. Advertisements must state that Plans and Specifications are available at no cost to interested SLBE-ELBE firms and how to obtain them.
- 5. Advertisements must state that assistance is available from the Bidder for SLBE-ELBE Subcontractors in obtaining necessary equipment, supplies, or materials.
- 6. Advertisements must state that assistance is available from the Bidder for SLBE-ELBE firms in obtaining bonding, lines of credit, or insurance.

7. Bidders MUST provide proof of publication of each advertisement by providing the publication affidavit which must include a legible copy of the entire advertisement and the original ENTIRE page of the publication in which the advertisement appears.

B. SLBE-ELBE WRITTEN SOLICITATION REQUIREMENTS

Bidders must directly solicit SLBE-ELBE firms on the City's approved SLBE-ELBE list. Solicitations for Subcontractor or Supplier work must comply with the following requirements:

- 1. The solicitation must be dated and list the name of the SLBE-ELBE firm. Solicitations must be made to the SLBE-ELBE firms at least 10 Working Days prior to bid opening.
- 2. Solicitation must state which items or portions of work the Bidder is requesting subcontractor pricing.
 - 2.1. It is the Bidder's responsibility to demonstrate that enough work sufficient to meet the SLBE-ELBE subcontractor participation percentage was made available to SLBE-ELBE firms. The Bidder shall make as many items of Work available as possible to meet the specified subcontractor participation percentage and at a minimum an amount of work equal to the subcontractor participation amount. If necessary to reach the specified subcontracting participation percentage, the Work shall include those items normally performed by the Bidder with its own forces, supplies and even items with a dollar value below 1/2 of 1% of the total Bid. Bidders shall utilize Form AA60 to demonstrate compliance with this requirement and submit the completed form with Good Faith Effort documentation.
- 3. Solicitation must state that Plans and Specifications are available at no cost to interested SLBE-ELBE firms and how to obtain them.
- 4. Solicitations must state that assistance is available from the Bidder for SLBE-ELBE subcontractors in obtaining necessary equipment, supplies, or materials.
- 5. Solicitations must state that assistance is available from the Bidder for SLBE-ELBE firms in obtaining bonding, lines of credit, or insurance.
- 6. Bidder must solicit **ALL** SLBE-ELBE firms on the City's approved list, who have the NAICS code for the subcontract work sought by the Contractor.

- 7. Bidders must provide copies of **ALL** solicitations with one of the following forms of verification that the solicitations were sent:
 - a) If mailed: provide copies of the metered envelopes or certified mail receipts.
 - b) If faxed: provide copies of the fax transmittal confirmation sheet(s).
 - c) If emailed: provide copies of the email delivery confirmation sheet(s).

No credit shall be given for error messages, busy, cancelled, undeliverable, etc.

C. SLBE-ELBE WRITTEN SOLICITATION FOLLOW-UP REQUIREMENTS

Bidders must follow-up with all SLBE – ELBE firms that were notified of the subcontracting opportunities to determine their level of interest and commitment to bid the Project. When following up with the SLBE – ELBE firms, the Bidder must do the following:

- 1. Follow up communications must start no less than 5 Working Days prior to bid opening.
- 2. Bidders must follow up with all SLBE-ELBE firms in writing. Bidders must provide copies of **ALL** written follow up notices with one of the following forms of verification that the follow up notices were sent:
 - a) If mailed: provide copies of the metered envelopes or certified mail receipts.
 - b) If faxed: provide copies of the fax transmittal confirmation sheet(s).
 - c) If emailed: provide copies of the email delivery confirmation sheet(s).

No credit shall be given for error messages, busy, cancelled, undeliverable, etc.

- 3. Bidders must make at least 3 follow-up telephone calls to each SLBE ELBE firm at least 5 days prior to bid opening date. Bidders must submit a telephone log as identified below.
 - 3.1. Submit a telephone log, as proof of telephone call, with the following requirements: project name, name of person making the phone call, name of firm contacted, contact person's name, date of call, time of call, and details of conversation.

D. SUBCONTRACT AWARD SUMMARY

Bidders must act in good faith with interested SLBE-ELBE firms and may only reject bids for legitimate business reasons. The Bidder must submit the following documentation:

- A **DETAILED** summary sheet which includes Bid item number, scope of work, Subcontractor or Supplier name, bid amount, certification type, Subcontractor or Supplier selection and reason for selection or non-selection of all the Subcontractor or Supplier that responded.
- 2. Copies of all Subcontractor or Suppliers bids received including bids for areas of work that were not included in the outreach and quotes from both certified and non-certified Subcontractors or Suppliers. Subcontractor bid amounts MUST match the bidlisted dollar amounts on form AA35 and AA40 submitted with Bidders sealed bid and the summary sheet dollar amounts MUST also match these amounts. If the Bidder decides to selfperform a scope of work, the Bidder MUST submit a detailed quote to show that the Bidder's price is competitive to the price of the subcontractors that responded to outreach efforts. All dollar amounts and scopes of work on the Subcontractor or Supplier bid must not be altered by the prime Bidder. If a revision is necessary, a revised quote must be obtained and All verbal quotes MUST be substantiated by corresponding written quote from the Subcontractor or Supplier.

E. OUTREACH ASSISTANCE REQUIREMENTS

Written notice of subcontractor opportunities must be forwarded to local organizations or groups to assist with outreach efforts. When contacting local organizations or groups, the Bidder **must do** the following:

- 1. Contact a minimum of 5 local organizations or groups to provide assistance in contacting, recruiting and using SLBE-ELBE firms by written notice. For a listing of organizations or groups offering assistance, please visit the City's EOC home page at http://www.sandiego.gov/eoc/
- 2. Written notice must indicate the date of the notice and name of the local organization or group. Written notices must be forwarded to the organizations or groups at least 10 Workings Days prior to bid opening.
- 3. Written notice must state which items or portions of work the Bidder is requesting subcontractor pricing.
 - 3.1. It is the Bidder's responsibility to demonstrate that enough work sufficient to meet the SLBE-ELBE subcontractor participation percentage was made available to SLBE-ELBE firms. The Bidder shall make

as many items of Work available as possible to meet the subcontractor participation percentage, and at a minimum an amount of work equal to the subcontracting participation amount. If necessary to reach the subcontractor participation percentage, the work should include those items normally performed by the Bidder with its own forces, supplies and even items with a dollar value below 1/2 of 1% of the total bid. Bidders shall utilize Form AA60 to demonstrate compliance with this requirement and submit the completed form with Good Faith Effort documentation.

- 4. Written notice must state that Plans and Specifications are available at no cost to interested SLBE-ELBE firms and how to obtain them.
- 5. Written notice must state that assistance is available from the Bidder for SLBE-ELBE Subcontractors in obtaining necessary equipment, supplies, or materials.
- 6. Written notice must state that assistance is available from the Bidder for SLBE-ELBE firms in obtaining bonding, lines of credit, or insurance.
- 7. Bidders must provide copies of **ALL** notices with one of the following forms of verification that the notices were sent:
 - a) If mailed: provide copies of the metered envelopes or certified mail receipts.
 - b) If faxed: provide copies of the fax transmittal confirmation sheet(s).
 - c) If emailed: provide copies of the email delivery confirmation sheet(s).

No credit shall be given for error messages, busy, cancelled, undeliverable, etc.

- **4. SUBCONTRACTING PARTICIPATION PERCENTAGES.** The Bidders are encouraged to take positive steps to diversify and expand their subcontractor solicitation base and to offer contracting opportunities to all certified SLBE and ELBE Subcontractors.
 - 4.1. 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:

SLBE participation
 ELBE participation
 Total mandatory participation
 22.3%

- 4.2. For the purpose of achieving the subcontractor participation level (percentage), Additive, Deductive, and Allowance Bid Items will not be included in the calculation.
- **PRE-BID CONFERENCE.** A Pre-Bid Conference is scheduled for this contract as specified in the Invitation to Bids. The purpose of this meeting is to inform Bidders of the submittal requirements and provisions relative to the SLBE Program. Bidders are strongly encouraged to attend the Pre-Bid Conference to better understand the Good Faith Effort requirements of this contract.
- **6. MANDATORY CONDITIONS.** Bid will be declared **non-responsive** if the Bidder fails the following mandatory conditions.
 - 6.1. Bidder's inclusion of SLBE-ELBE certified subcontractors at the overall mandatory participation percentage identified in this document; **OR**
 - 6.2. Bidder's submission of Good Faith Effort documentation demonstrating the Bidder made a good faith effort to outreach to and include SLBE-ELBE Subcontractors required in this document within 3 Working Day of the Bid opening if the overall mandatory participation percentage is not met.
- **7. BID DISCOUNT.** This contract **is not** subject to the Bid Discount program as described in The WHITEBOOK, SLBE-ELBE Program Requirements, Section IV(2).
- **8. RESOURCES.** The current list of certified SLBE-ELBE firms can be found on the EOC Department website.

CITY OF SAN DIEGO, CALIFORNIA

INVITATION TO BIDS

1. **RECEIPT AND OPENING OF BIDS:** Bid(s) will be received at the Public Works Contracting Group at **1200 THIRD AVENUE**, **SUITE 200**, **SAN DIEGO**, **CA 92101 UNTIL 2:00 PM** ON **APRIL 3rd**, **2012** for performing work on the following project (Project):

MONTEZUMA TRUNK SEWER

2. **DESCRIPTION OF WORK:** The Work involves furnishing all labor, materials, equipment, services, and other incidental works and appurtenances for the construction of the Project as described below:

Construction of Montezuma Trunk Sewer consists of the installation of eight inch (8"), twelve inch (12"), eighteen inch (18") and twenty-one inch (21") sewer mains, trench shoring, pavement resurfacing, traffic control and all other work in accordance with the specifications for Montezuma Trunk Sewer. The Work shall be performed in accordance with:

- Bid No. K-12-5527-DBB-3-C and Plans numbered 35531-01-D through 35531-19-D and 35531-T1-D through 35531-T21-D, inclusive.
- 3. ENGINEER'S ESTIMATE: The Engineer's estimate of the most probable price for this contract is in the range of \$4,000,001 to 5,000,000.
- **4. LOCATION OF WORK:** The location of Work is Citywide unless specified otherwise as follows:

Kensington-Talmadge & College Community Plan Area of the City of San Diego

- **5. CONTRACT TIME:** The Contract Time for completion of the Work shall be **160 Working Days**
- **6. SUPPLEMENTAL AGREEMENTS:** Supplemental agreements attached to this contract for the items of Work such as extended re-vegetation maintenance and monitoring and emulsion aggregate slurry shall be signed upon the request from the Engineer and prior to Acceptance. The signed agreements shall be accompanied by the evidence of separate bond (i.e., labor and materials) and insurance (i.e., Commercial General Liability Insurance, Commercial Automobile Liability Insurance, and Workers' Compensation Insurance) as specified in 2-4, "CONTRACT BONDS," 7-3, "LIABILITY INSURANCE," and 7-4 WORKERS' COMPENSATION INSURANCE. Bonds shall be in amount of the Contract Price for the Work included in the supplemental agreements.
- 7. CONTRACTOR'S LICENSE CLASSIFICATION: In accordance with the provisions of California Law, the Contractor shall possess valid appropriate license(s) at the time that the Bid is submitted. Failure to possess the specified license(s) shall render the Bid as **non-responsive** and shall act as a bar to award of the Contract to any Bidder not possessing required license(s) at the time of Bid.

The City has determined the following licensing classification(s) for this contract:

Option	Classification(s)
1	CLASS A
2	CLASS C34

The Bidder shall satisfy the licensing requirement by meeting at least one of the listed options.

8. PRE-BID CONFERENCE: There will be a Pre-Bid Conference to discuss the scope of the Project, bidding requirements, and Equal Opportunity Contracting Program requirements and reporting procedures in the Public Works Contracting Group, Conference Room at 1200 Third Avenue, Suite 200, San Diego, CA 92101 at 10:00 A.M., on MARCH 13th, 2012.

All potential bidders are encouraged to attend.

To request a copy of the agenda on an alternative format, or to request a sign language or oral interpreter for this meeting, call the Public Works Contracting Group at (619)236-6000 at least 5 Working Days prior to the Pre-Bid Conference to ensure availability.

9. CITY PROJECT MANAGER CONTACT INFORMATION:

See the cover of the Contract Documents.

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

1. STANDARD SPECIFICATIONS

Document No.	Filed	Description			
PITS0504091	05-04-09	Standard Specifications for Public Works Construction (The GREENBOOK), 2009 Edition			
PITS090110-1	09-01-10	City of San Diego Standard Specifications for Public Works Construction (The WHITEBOOK), 2010 Update *			
AEC1231064	12-31-06	California Department of Transportation, Manual of Uniform Traffic Control Devices (MUTCD 2006)			
769023	09-11-84	Standard Federal Equal Employment Opportunity Construction Contract Specifications and the Equal Opportunity Clause			

NOTE: The City of San Diego Supplement, 2010 Update now consolidates various City Public Works Construction Standard Specifications which in the past were included in the Supplementary Special Provisions. The Bidders' attention is directed to this edition of the City Supplement for a close review to ensure no important information is missed for the preparation of the Bids.

2. STANDARD DRAWINGS

Document No.	Filed	Description
AEC1230163	12-31-06	City of San Diego Standard Drawings*
N/A	Varies	City Standard Drawings - Updates Approved For Use (when specified)*
AEC0925061	09-25-06	Caltrans 2006 U.S. Customary Unit Standard Plans

NOTE: *Available online under Engineering Documents and References at: http://www.sandiego.gov/engineering-cip.

- 11. WAGE RATES: Prevailing wages are not applicable to this project <u>unless specified otherwise</u> on the cover page of these specifications and when included in these specifications. See Funding Agency Provisions that follow this Invitation to Bid for more information.
- **12. INSURANCE REQUIREMENTS:** Upon receipt of the City's Notice of Intent to Award letter, the Contractor will be asked to submit all certificates of insurance and endorsements to the City.

Refer to sections 7-3, "LIABILITY INSURANCE", and 7-4, "WORKERS' COMPENSATION INSURANCE" of the Supplementary Special Provisions (SSP) for the insurance requirements which must be met.

You must ensure all required insurance certificates and endorsements are submitted accurately and on time. Failure to provide the requisite insurance documents by the date stated in the City's Notice of Intent to Award will result in delay of contract award and may result in annulment of the contract award or other more severe sanctions as provided in the City's Municipal Code §22.0807(e),(3)-(5).

Tony Heinrichs Director Public Works Department

INSTRUCTIONS TO BIDDERS

1. **PREQUALIFICATION OF CONTRACTORS:** The contractor(s) who intend to submit Bid or Proposal in response to this invitation to bid, or RFP's for GRC or As-Needed Design-Build Task Orders valued over \$50,000, must be pre-qualified for the City estimated Contract Price or the specified Task Order limits prior to the date of Bid 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, will be deemed **non-responsive** and ineligible for award or a Task Order authorization. Complete information and prequalification questionnaires are available at:

http://www.sandiego.gov/engineering-cip/services/consultcontract/prequal.shtml

The completed questionnaire, financial statement, and bond letter or a copy of the contractor's SLBE-ELBE certification and bond letter, must be submitted no later than 2 weeks prior to the bid opening to the Public Works Department - Engineering & Capital Project, Prequalification Program, 1010 Second Avenue, Suite 1200, San Diego, CA 92101. For additional information or the answer to questions about the prequalification program, please contact David Stucky at 619-533-3474 or dstucky@sandiego.gov.

- **2. CONTRACTOR REGISTRATION:** Prospective bidder(s) as well as existing contractors and suppliers are required to register with the City's EOCP. Refer to 2-17, "CONTRACTOR REGISTRATION" for details.
- **3. CITY'S RESPONSES AND ADDENDA:** The City at its option, may respond to any or all questions submitted in writing, via letter, or FAX in the form of an addendum. No oral comment shall be of any force or effect with respect to this solicitation. The changes to the Contract Documents through addendum are made effective as though originally issued with the Bid. The Bidders shall acknowledge the receipt of Addenda on the form provided for this purpose in the Bid.
- **4. CITY'S RIGHTS RESERVED:** The City reserves the right to cancel the Invitation to 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 Invitation to Bid shall be the sole responsibility of each bidder. The Invitation to Bid creates or imposes no obligation upon the City to enter a contract.
- **5. CONTRACT PRICING FORMAT:** This solicitation is for a Lump Sum contract with Unit Price provisions as set forth in the Bid Proposal Form(s), Volume 2 unless specified otherwise such as as-needed contracts e.g., GRC in the Contract Documents.
- **6. SUBMITTAL OF "OR EQUAL" ITEMS:** See 4-1.6, "Trade Names or Equals."
- 7. AWARD PROCESS: The Award of this contract is contingent upon the Contractor's compliance with all conditions precedent to Award, including the submittal of acceptable insurance and surety bonds pursuant to San Diego Municipal Code § 22.3007. If the responsible Bid does not exceed the City's engineering estimate, the City will, in most cases, prepare contract documents for execution within 3 weeks of the date of the Bid opening and award the Contract within 5 Working Days of receipt of properly executed Contract, bond, and insurance documents.

This contract is deemed to be awarded, and effective, only upon the signing of the Contract by the Mayor or designee of the City.

- **8. SUBCONTRACT LIMITATIONS:** The Bidder's attention is directed to Standard Specifications for Public Works Construction, Section 2-3, "SUBCONTRACTS" which requires the Contractor to perform not less than the amount therein stipulated with its own forces. Failure to comply with these requirements may render the Bid **non-responsive** and ineligible for award.
- **9. AVAILABILITY OF PLANS AND SPECIFICATIONS:** Contract Documents may be obtained by visiting the City's website: http://www.sandiego.gov/engineering-cip/services/consultcontract/advertising.shtml. Plans and Specifications for this contract are also available for review in the office of the City Clerk or Public Works Contracting Group.
- **10. QUESTIONS:** Questions about the meaning or intent of the Contract Documents as related to the scope of Work and of technical nature shall be directed to the Project Manager prior to Bid opening. Interpretations or clarifications considered necessary by the Project Manager in response to such questions will be issued by Addenda, which will be uploaded to eBidboard (or mailed or delivered to all parties recorded by the City as having received the Contract Documents for Minor Construction contracts).

The Director (or designee), Public Works Department is the officer responsible for opening, examining, and declaring of competitive Bids submitted to the City for the acquisition, construction and completion of any public improvement except when otherwise set forth in these documents. Questions in these areas of responsibility (e.g., i.e. Pre-qualification, SCOPe information, bidding activities, bonds and insurance, etc. as related to this contract shall be addressed to the Contract Administration, Public Works Contracting Group, 1200 Third Avenue, Suite 200, San Diego, California, 92101, Telephone No. (619) 236-6000.

Questions received less than 14 days prior to the date for opening of Bids may not be answered. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect. It is the Bidder's responsibility to become informed of any addenda that have been issued and to include all such information in its Bid.

- 11. ELIGIBLE BIDDERS: No person, firm, or corporation shall be allowed to make, file, or be interested in more than 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.
- **12. SAN DIEGO BUSINESS TAX CERTIFICATE:** All Contractors, including 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, before the Contract can be executed.
- **13. PROPOSAL FORMS:** Bid shall be made only upon the Bidding Documents i.e., Proposal form attached to and forming a part of the specifications. The signature of each person signing shall be in longhand.

The entire specifications for the bid package do not need to be submitted with the bid. Bidder shall complete and submit, only, all pages in the "Bidding Document" Section (see Volume 2) as their Bid per the schedule given under "Required Documents Schedule," (see Volume 1). Bidder is requested to retain for their reference other portions of the Contract Documents that are not required to be submitted with the Bid.

The City may require any Bidder to furnish a statement of experience, financial responsibility, technical ability, equipment, and references.

Bids and certain other specified forms and documents shall be enclosed in a sealed envelope and shall bear the title of the work and name of the Bidder and the appropriate State Contractors License designation which the Bidder holds.

Bids may be withdrawn by the Bidder prior to, but not after, the time fixed for opening of Bids.

14. BIDDERS' GUARANTEE OF GOOD FAITH (BID SECURITY):

With the exception of the contracts valued \$5,000 or less, GRC and Design-Build contracts, and contracts subject to the Small and Local Business Program of \$250,000 or less e.g., ELBE contracts, each Bidder shall accompany its Bid with either a cashier's check upon some responsible bank, or a check upon such bank properly certified or an approved corporate surety bond payable to the City of San Diego, for an amount of not less than 10% of the aggregate sum of the Bid, which check or bond, and the monies represented thereby shall be held by the City as a guarantee that the Bidder, if awarded the contract, will in good faith enter into such contract and furnish the required final bonds.

The Bidder agrees that in case of Bidder's refusal or failure to execute this contract and give required final bonds, the money represented by a cashier's or certified check shall remain the property of the City, and if the Bidder shall fail to execute this contract, the Surety agrees that it will pay to the City damages which the City may suffer by reason of such failure, not exceeding the sum of 10% of the amount of the Bid.

A Bid received without the specified bid security will be rejected as being **non-responsive**.

15. AWARD OF CONTRACT OR REJECTION OF BIDS:

This contract may be awarded to the lowest responsible and reliable Bidder (for Design-Build contracts refer to the RFP for the selection and award information). Bidders shall complete the entire Bid schedule (e.g., schedule of prices). Incomplete price schedules will be rejected as being **non-responsive**.

The City reserves the right to reject any or all Bids, and to waive any informality or technicality in Bids received and any requirements of these specifications as to bidding procedure.

Bidders will not be released on account of their errors of judgment. Bidders may be released only upon receipt by the City from the Bidder within 3 Working Days, excluding Saturdays, Sundays, and state holidays, after the opening of Bids, of written notice which includes proof of honest, credible, clerical error of material nature, free from fraud or fraudulent intent, and of evidence that reasonable care was observed in the preparation of the Bid.

A non-selected Bidder may protest award of the Contract to the selected Bidder by submitting a written "Notice of Intent to Protest" including supporting documentation which shall be received by Public Works Contracting Group no later than 10 days after the City's announcement of the selected Bidder or no later than 10 days from the date that the City issues notice of designation of a Bidder as non-responsible in accordance with San Diego Municipal Code Chapter 2, § 22.3029, "Protests of Contract Award."

The City of San Diego will not discriminate with regard to race, religious creed, color, national origin, ancestry, physical handicap, marital status, sex or age, in the award of contracts.

Each Bid package properly executed as required by these specifications shall constitute a firm offer, which may be accepted by the City within the time specified in the Invitation to Bids.

The City reserves the right to evaluate all Bids and determine the lowest Bidder (or winner for Design-Build contracts) on the basis of any proposed alternates, additive items or options, at its discretion.

16. BID RESULTS: The Bid opening by the City shall constitute the public announcement of the Apparent Low Bidder (or Apparent Winner in case of Design-Build contracts). In the event that the Apparent Low Bidder (or Apparent Winner in case of Design-Build contracts) is subsequently deemed non-responsive or non-responsible, a public announcement will be posted in the City's web page, with the name of the newly designated Apparent Low Bidder (or Apparent Winner in case of Design-Build contracts).

To obtain Bid results, either attend Bid opening, review the results on the City's web site, or provide a self-addressed, stamped envelope, referencing Bid number, and Bid tabulation will be mailed to you upon verification of extensions. Due to time constraints, Bid results cannot be given out over the telephone.

17. THE CONTRACT: 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 10 Working Days after receipt by Bidder of a form of contract for execution unless an extension of time is granted to the Bidder in writing.

If the Bidder takes longer than 10 Working 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.

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.

For contracts that are not Design-Build, 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 10

Working 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.

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. 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.

18. EXAMINATION OF PLANS, SPECIFICATIONS, AND SITE OF WORK: The Bidder shall examine carefully the Project Site, the Plans and Specifications, the GRC Unit Price Books if applicable, other materials as described in the Special Provisions, Section 2-7, and the proposal forms (e.g., Bidding Documents) therefore. The submission of a Bid or GRC Task Order Proposal 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.

19. DRUG-FREE WORKPLACE:

a) General:

City projects are subject to City of San Diego Resolution No. R-277952 adopted on May 20, 1991. Bidders shall become aware of the provisions of Council Policy 100-17 which was established by Resolution No. R-277952. The policy applies equally to the Contractor and Subcontractors. The elements of the policy are outlined below.

b) Definitions:

"Drug-free workplace" means a site for the performance of work done in connection with a contract let by City of San Diego for the construction, maintenance, or repair of any facility or public work by an entity at which employees of the entity are prohibited from engaging in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in accordance with the requirements of this section.

"Employee" means the employee of a contractor directly engaged in the performance of work pursuant to a contract as described in Section 3, "City Contractor Requirements."

"Controlled substance" means a controlled substance in schedules I through V of Section 202 of the Controlled Substances Act (21 U.S.C. Sec. 812).

"Contractor" means the department, division, or other unit of a person or organization responsible to the contractor for the performance of a portion of the work under the contract.

c) City Contractor Requirements:

Every person or organization awarded a contract or grant by the City of San Diego for the provision of services shall certify to the City that it will provide a drug-free workplace by doing all following:

- a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's organization's workplace and specifying the actions that will be taken against employees for violations of the prohibition.
- b. Establishing a drug-free awareness program to inform employees about all of the following:
 - i. The dangers of drug abuse in the workplace.
 - ii. The person's or organization's policy of maintaining a drug-free workplace.
 - iii. Any available drug counseling, rehabilitation, and employee assistance programs.
 - iv. The penalties that may be imposed upon employees for drug abuse violations.
- c. Posting the statement required by subdivision (1) in a prominent place at contractor's main office. For projects large enough to necessitate a construction trailer at the job site, the required signage would also be posted at the Site.

The Contractor shall include in each subcontract agreement language which indicates the Subcontractor's agreement to abide by the provisions of subdivisions a) through c) above. The Contractors and Subcontractors shall be individually responsible for their own drug-free workplace programs.

Note: The requirements of a drug-free awareness program can be satisfied by periodic tailgate sessions covering the various aspects of drug-abuse education. Although an in-house employee assistance program is not required, contractors should be able to provide a listing of drug rehabilitation and counseling programs available in the community at large.

Questions about the City's Drug-free Workplace Policy shall be referred to the Contract Specialist, Public Works Contracting Group.

20. AMERICANS WITH DISABILITIES ACT:

a) General: City projects are subject to City of San Diego Resolution No. R-282153 adopted on June 14, 1993. The Bidders shall become aware of the provisions of Council Policy 100-04 which was established by Resolution No. R-282153. The policy applies equally to the Contractor and all Subcontractors. The elements of the policy are outlined below.

b) Definitions:

"Qualified individual with a disability" means an individual with a disability who satisfies the requisite skill, experience, education and other job-related requirements of the employment position such individual holds or desires, and who, with or without reasonable accommodation, can perform the essential functions of such position.

"Employee" means the employee of the Contractor directly engaged in the performance of Work.

- c) The City Requirements: Every person or organization entering into a contractual agreement with or receiving a grant from the City of San Diego shall certify to the City of San Diego that it will comply with the ADA by adhering to all of the provisions of the ADA listed below.
 - i. The Contractor shall not discriminate against qualified persons with disabilities in any aspects of employment, including recruitment, hiring, promotions, conditions and privileges of employment, training, compensation, benefits, discipline, layoffs, and termination of employment.
 - ii. No qualified individual with a disability may be excluded on the basis of disability, from participation in, or be denied the benefits of services, programs, or activities by the Contractor or Subcontractors providing services for the City.
 - iii. The Contractor shall post a statement addressing the requirements of the ADA in a prominent place at the worksite. The Contractor shall include in each subcontract agreement, language which indicates the Subcontractor's agreement to abide by the provisions of subdivisions (a) through (c) inclusive of Section 3. The Contractor and Subcontractors shall be individually responsible for their own ADA employment programs. Questions about the City's ADA Policy should be referred to the Contract Administrator.
- **21. CONTRACTOR STANDARDS PLEDGE OF COMPLIANCE:** This contract is subject to City of San Diego Municipal Code §22.3224 as amended 11/24/08 by ordinance O-19808. Bidders shall become aware that the requirements apply to Contractors and Subcontractors for contracts greater than \$50,000 in value.

Upon award, amendment, renewal, or extension of this contract, the Contractors shall complete a Pledge of Compliance attesting under penalty of perjury that they complied with the requirements of this section.

The Contractors shall ensure that their Subcontractors whose subcontracts are greater than \$50,000 in value complete a Pledge of Compliance attesting under penalty of perjury that they complied with the requirements of this section. Subcontractors may access the Pledge of Compliance at:

http://www.sandiego.gov/purchasing/pdf/contractor standards questionnaire.pdf.

The Contractors shall include in each subcontract agreement, language which requires Subcontractors to abide by the provisions of City of San Diego Municipal Code §22.3224. A sample provision is as follows:

"Compliance with San Diego Municipal Code §22.3224: Subcontractor acknowledges that it is familiar with the requirements of San Diego Municipal Code §22.3224 ("Contractor Standards"), and agrees to comply with requirements of that section. The Subcontractor further agrees to complete the Pledge of Compliance, incorporated herein by reference."

22. NOTICE OF LABOR COMPLIANCE PROGRAM APPROVAL: The City of San Diego received initial approval as a Labor Compliance Program on August 11, 2003. The Labor Compliance Program Manual is available at:

http://www.sandiego.gov/eoc/laborcompliance/#manual.

The limited exemption from prevailing wages pursuant to Labor Code §1771.5(a) does not apply to contracts under jurisdiction of the Labor Compliance Program. Inquiries, questions, or assistance about the Labor Compliance Program should be directed to: Equal Opportunity Contracting Program, 1200 Third Ave., Suite 200 MS56P, San Diego, CA 92101, Tel. 619-236-6000.

23. PAYROLL RECORDS: The Contractor's attention is directed to the City of San Diego Labor Compliance Program, Section IV, pages 4-7, and the State of California Labor Code §§ 1771.5(b) and 1776 (Stats. 1978, Ch. 1249). These require, in part, that the Contractor and Subcontractors maintain and furnish to the City, at a designated time, a certified copy of each weekly payroll containing a statement of compliance signed under penalty of perjury.

The Contractor and Subcontractors shall submit weekly certified payrolls online via Prism® i.e., the City's web-based labor compliance program. Instructions on how to use the system will be provided to the Contractor after the award.

The Contractor shall be responsible for the compliance with these provisions by Subcontractors. The City shall withhold contract payments when payroll records are delinquent or inadequate, or when it is established after investigation that underpayment has occurred.

24. APPRENTICES ON PUBLIC WORKS: The Contractor shall abide by the requirements of §§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.

25. EQUAL BENEFITS: This contract is subject to the City's Equal Benefits Ordinance (EBO), Chapter 2, Article 2, Division 43 of the San Diego Municipal Code (SDMC).

In accordance with the EBO, Bidders shall certify they will provide and maintain equal benefits as defined in SDMC §22.4302 for the duration of the Contract (SDMC §22.4304(f)). Failure to maintain equal benefits is a material breach of the Contract (SDMC §22.4304(e)). The Contractor shall notify employees of their equal benefits policy at the time of hire and during open enrollment periods and shall post a copy of the following statement in an area frequented by employees:

"During the performance of a contract with the City of San Diego, this employer will provide equal benefits to its employees with spouses and its employees with domestic partners."

The Contractor shall give the City access to documents and records sufficient for the City to verify the contractors are providing equal benefits and otherwise complying with EBO requirements.

Full text of the EBO and the Rules Implementing the Equal Benefits Ordinance are posted on the City's website at www.sandiego.gov/purchasing/ or can be requested from the Equal Benefits Program at (619) 533-3948.

- **26. LIMITED COMPETITION:** When designated as restricted competition on the cover page, this contract may only be bid by the Contractors on the approved SLBE-ELBE Construction Contractors List. For information regarding the SLBE-ELBE Construction Program and registration visit the City's web site: http://www.sandiego.gov.
- **27. PRE-AWARD ACTIVITIES:** <u>Pre-award Submittals</u> The Apparent Low Bidder (or winner in case of Design-Build contracts) shall provide the information required within the time specified in "Required Documents," of this bid package. Failure to provide the information within the time specified may result in the Bid being rejected as **non-responsive**.

If the Bid is rejected as non-responsive, the Apparent Low Bidder (or winner in case of Design-Build contracts) shall forfeit the Bid Security required under Invitation to Bids, of this bid package. The decision that the Apparent Low Bidder (or winner in case of Design-Build contracts) is non-responsive for failure to provide the information required within the time specified shall be at the sole discretion of the City.

CONTRACT FORMS AGREEMENT

CONSTRUCTION CONTRACT

This	contract	is made	and	entered	into	between	THE	CITY	OF	SAN	DIEGO	, a	mun	icipal
corpo	ration, he	erein call	ed "City	y", and _			ORTIZ	Z CORI	POR.	ATION	1			,
herei	n called '	'Contract	or" for	constru	iction	of MON	TEZU	MA T	RUN	IK SE	WER; I	3id	No	K-12-
<u>5527</u> -	-DBB-3-0	C, in the	amoun	t of FO	UR M	IILLION	FIVE	HUND	RED	THRI	EE THO	US/	AND	ONE
HUN	DRED S	XTY TV	VO DO	LLARS	ANI	50/100 (\$4,503	3,162.50	<u>)),</u> w	hich is	compris	ed c	of the	Base
Bid a	lone.										=			

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) That certain documents entitled **MONTEZUMA TRUNK SEWER**, on file in the office of the City Clerk as Document No. **S-00332**, as well as all matters referenced therein.
- 2. 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 **MONTEZUMA TRUNK SEWER**, Bid No. **K-12-5527-DBB-3-C**, San Diego, California.
- 3. For such performances, the City shall pay to Contractor the amounts set forth at the times and in the manner and with such additions or deductions as are provided for in this contract, and Contractor shall accept such payment in full satisfaction of all claims incident to such performances.
- 4. No claim or suit whatsoever shall be made or brought by Contractor against any officer, agent, or employee of the City for or on account of anything done or omitted to be done in connection with this contract, nor shall any such officer, agent, or employee be liable hereunder.
- 5. This contract is effective as of the date that the Mayor or designee signs the agreement.

CONTRACT FORMS (continued) AGREEMENT

IN WITNESS WHEREOF, this agreement is signed by the City of San Diego, acting by and through its Mayor or designee, pursuant to Resolution No. R - 307434 authorizing such execution.

THE CITY OF SAN DIEGO	APPROVED AS TO FORM AND LEGALITY
And m	Jan I. Goldsmith, City Attorney
By Allen	By fe dro le Dana, Ja.
Print Name: Jay Goldstone Chief Operating Officer	Print Name: <u>Pedro De La ra, Tr.</u> Deputy City Attorney
Date: 7/30/12	Date: 7/38/12
CONTRACTOR	
By Maulin Corté	
Print Name: Marcelino E. Ortiz	
Title: President	
Date: 6/27/12	
City of San Diego License No.: <u>B199608</u> 11	I
State Contractor's License No.: 602454	

CONTRACT FORMS (continued) PERFORMANCE BOND AND LABOR AND MATERIALMEN'S BOND

FAITHFUL PERFORMANCE BOND AND LABOR AND MATERIALMEN'S BOND:

ORTIZ CORPORATION , a corporation, as principal, and International Fidelity Insurance Company , a corporation authorized to do business in the State of California, as Surety, hereby obligate themselves, their successors and assigns, jointly and severally, to The City of San Diego a municipal corporation in the sum of FOUR MILLION FIVE HUNDRED THREE THOUSAND ONE HUNDRED SIXTY TWO DOLLARS AND 50/100 (\$4,503,162.50) for the faithful performance of the annexed contract, and in the sum of FOUR MILLION FIVE HUNDRED THREE THOUSAND ONE HUNDRED SIXTY TWO DOLLARS AND 50/100 (\$4,503,162.50) for the benefit of laborers and materialmen designated below.

Conditions:

If the Principal shall faithfully perform the annexed contract MONTEZUMA TRUNK SEWER; Bid Number K-12-5527-DBB-3-C, 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 Chapter 3 of Division 5 of Title I of the Government Code of the State of California or under the provisions of Section 3082 et seq. 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.

CONTRACT FORMS (continued) PERFORMANCE BOND AND LABOR AND MATERIALMEN'S BOND

The Surety shall pay reasonable attobond.	rney's fees should suit be brought to enforce the provisions of this
Dated June	27th , 2 012
Approved as to Form and Legality	Ortiz Corporation
	Principal By Marchine & Out Marcelino E. Ortiz, Presedent
Jan I. Goldsmith, City Attorney	Printed Name of Person Signing for Principal
By Level Deputy City Attorney	By Attorney-in-fact Sioux Munyon
Approved:	13400 Sabre Springs Parkway, #245
	Local Address of Surety
By Apple Mara	San Diego CA 92128
Jay Goldstone Chief Operating Officer	Local Address (City, State) of Surety
,	858-513-1795
	Local Telephone No. of Surety Premium maybe adjusted
	Premium \$32,161.00 based on Final Contract amount
	Bond No. 0595874

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California)
County of San Diego	
	erely C Miller Notary Public:
On <u>UNIEZ ZOIZ</u> before me, KIMB	erely C. Miller, Notary Public . Here insert Name and Title of the Officer
personally appearedSioux Mu	ınyon
*	Namu(s) of Signer(s)
	who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/some subscribed to the within instrument and acknowledged to me that had shelf-basis executed the same in
KIMBERLEY C. MILLER COMM. #1847744 NOTARY PUBLIC CALIFORNIA COMMITTERS OF THE PROPERTY OF THE	射線/her/特殊体 authorized capacity(完整), and that by 射線/her/特殊体 signature(象) on the instrument the person(家), or the entity upon behalf of which the person(家) acted, executed the instrument.
Comm. Exp. JUNE 2, 2013	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 Above	Signature: Kubulucm
OPTI	ONAL -
	aw, it may prove valuable to persons relying on the document and reattachment of this 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(les) Claimed by Signer(s)	
Signer's Name:	Signer's Name:
☐ Corporate Officer — Title(s):	☐ Corporate Officer — Title(s):
Individual FIGHT THUMBPR OF SIGNER	INT Individual RIGHT THUMBPRINT OF SIGNER
or elevan	
☐ Partner — ☐ Limited ☐ General Top of thumb he	are □ Partner — □ Limited □ General Top of thumb here
☐ Partner — ☐ Limited ☐ General Top of thumb he	☐ Attorney in Fact
☐ Partner — ☐ Limited ☐ General Top of thumb he Attorney in Fact ☐ Trustee	☐ Attorney in Fact ☐ Trustee
☐ Partner — ☐ Limited ☐ General Top of thumb he ☐ Attorney in Fact ☐ Trustee ☐ Guardian or Conservator ☐ Other:	☐ Attorney in Fact

el (973) 624-7200

POWER OF ATTORNEY INTERNATIONAL FIDELITY INSURANCE COMPANY

HOME OFFICE: ONE NEWARK CENTER, 20TH FLOOR NEWARK NEW JERSEY 07102-5207

KNOW ALL MEN BY THESE PRESENTS: "That INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation organized and existing laws of the State of New Jersey, and having its principal office in the City of Newark, New Jersey, does hereby constitute and appoint

CYNDI BEILMAN, SIOUX MUNYON, ANNE WRIGHT

La Mesa, CA

its true and lawful attorney(s) in fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required of permitted by law stature, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said INTERNATIONAL FIDELITY INSURANCE COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office.

This Bower of Attorney is executed, and may be revoked, pursuant to and by authority of Article 3-Section 3, of the By Laws adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting called and held on the 7th day of February, 1974.

The President or any Vice President, Executive Vice President, Secretary or Assistant Secretary, shall have power and authority

- (1) To appoint Attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and,
- (2) To remove, at any time, any such attorney-in-fact and revoke the authority given

STATE OF NEW JERSEY County of Essex

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of said Company adopted at a meeting duly called and held on the 29th day of April, 1982 of which the following is a true excerpt:

Now therefore the signatures of such officers and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, INTERNATIONAL FIDELITY INSURANCE COMPANY has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 16th day of October, A.D. 2007.

INTERNATIONAL FIDELITY INSURANCE COMPANY

On this 16th day of October 2007, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said the he is the therein described and authorized officer of the INTERNATIONAL FIDELITY INSURANCE COMPANY; that the seal affixed to said instrument is the Corporate Seal of said Company; that the said Corporate Seal and his signature were duly affixed by order of the Board of Directors of said Company.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark. New Jersey the day and year first above written.

NOTARY PUBLIC OF NEW JERSEY My Commission Expires Nov. 21, 2010

1, the undersigned officer of INTERNATIONAL FIDELITY INSURANCE COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the By-Laws of said Company as set forth in said Power of Attorney, with the ORIGINALS ON IN THE HOME OFFICE OF SAID COMPANY, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect

IN TESTIMONY WHEREOF, I have hereunto set my hand this 277

Maria H. Granco

Assistant Secretary

CONTRACTOR CERTIFICATION

DRUG-FREE WORKPLACE

PROJECT TITLE: MONTEZUMA TRUNK SEWER					
•	the requirements of San Diego City Council Policy No. 100-17 outlined in INSTRUCTION TO BIDDERS, "Drug-Free as, and that;				
Orti	z Corporation				
(Name un	der which business is conducted)				
subcontract agreement for this projection	gram that complies with said policy. I further certify that each ect contains language which indicates the subcontractor's subdivisions a) through c) of the policy as outlined.				
Signed Macce	line l'Ortiz				
Printed Name Marco	elins E. Ortiz				
Title President					

CONTRACTOR CERTIFICATION

AMERICAN WITH DISABILITIES ACT (ADA) COMPLIANCE CERTIFICATION

PROJECT TITLE:	MONTEZUMA TRUNK SEWER
regarding the American With	iliar with the requirements of San Diego City Council Policy No. 100-4 Disabilities Act (ADA) outlined in the INSTRUCTION TO BIDDERS, Act", of the project specifications, and that;
	Ortiz Corporation (Name under which business is conducted)
	(Name under which business is conducted)
	um that complies with said policy. I further certify that each subcontract ntains language which indicates the subcontractor's agreement to abide as outlined.
	ed Marcelino E. Ortiz President

CONTRACTOR CERTIFICATION

CONTRACTOR STANDARDS – PLEDGE OF COMPLIANCE

PROJECT TITLE:	MONTEZUMA TRUNK SEWER
	erjury that I am authorized to make this certification on behalf of
with the requirements of City Standards as outlined in INST	ry of San Diego Municipal Code § 22.3224 regarding Contractor RUCTION TO BIDDERS ("Contractor Standards"), of the project of t
•	the Contractor's subcontractors whose subcontracts are greater than d a Pledge of Compliance attesting under penalty of perjury of having go Municipal Code § 22.3224.
Dated this 2746 Day of	f June ,2012.
Signed Marcelina &	- l'Orlig E. OAiz
Title President	

AFFIDAVIT OF DISPOSAL

WHEREAS, on the	DAY OF		2, the	undersigned entered
into and executed a contract with	the City of San D	nego, a municipa	al corporation	n, for:
<u>N</u>	MONTEZUMA T		ER	
	(Name of	f Project)		
as particularly described in sa WBS <u>S-00332</u> and WHEREAS, that "all brush, trash, debris, and sa legal manner"; and WHERE disposed of:	the specification surplus materials	of said contrac resulting from th	t requires the	e Contractor to affirm we been disposed of in
NOW, THEREFORE, in consi Contractor under the terms of sa surplus materials as described in s	id contract, the u	ndersigned Con	tractor, does	hereby affirm that al
and that they have been disposed	of according to al	l applicable law	s and regulat	ions.
Dated this DAY OI	F			
2 2			,	
by	Contracto	or		
ATTEST:				
State of				
County of				
On this DAY OF said County and State, duly comm	nissioned and swo	orn, personally a	ppeared	
known to me to l foregoing Release, and whose Contractor executed the said Rele	name is subscrib	bed thereto, and	Contr d acknowled	ractor named in the lged to me that said
Notary Public in and for said Cou	inty and State			

SUPPLEMENTARY SPECIAL PROVISIONS (SSP)

THESE SUPPLEMENTARY SPECIAL PROVISIONS CONFORM TO THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION (THE GREENBOOK) CURRENTLY ADOPTED BY THE CITY, INCLUDING ITS CURRENT SUPPLEMENT AMENDMENTS (CITY SUPPLEMENTS INCLUDED IN THE WHITEBOOK), EXCEPT FOR THE FOLLOWING:

STYLE OF SPECIFICATIONS

The City is gradually standardizing the style and language of the standard specifications for the public works construction. The new style and language follows the Federal guidelines for "Plain Language" to the extent possible.

The use of this new style does not change the meaning of a specification not yet using this style. Where used in the Contract Documents, statement or command type phrases (i.e., active voice and imperative mood) refer to and are directed at the Bidder or Contractor as applicable. The specifications are written to the Bidder before award and the Contractor after. Before award, interpret sentences written in the imperative mood as starting with "The Bidder must" and interpret "you" as "the Bidder" and "your" as "the Bidder's." After award, interpret sentences written in the imperative mood as starting with "The Contractor must" and interpret "you" as "the Contractor" and "your" as "the Contractor's." Similarly, interpret "we" and "us" as "the City" and "our" as "the City's."

PART 1 – GENERAL PROVISIONS

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

1-2 TERMS AND DEFINITIONS.

Agency – ADD the following:

Regulatory activities handled by the City of San Diego Developmental Services, Fire and Planning Departments, or any other City Department are not subject to the responsibilities of the City under this contract.

Contract Documents – To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

The Agreement, Addendum, Invitation to Bid, Instructions to Bidders, special notice page, funding agency provisions, Bid and documentation accompanying the Bid and any post-bid documentation submitted prior to the Notice of Award when attached as an exhibit to the Contract, Bonds, permits from jurisdictional regulatory agencies, Supplementary Special Provisions (SSP), City's EOCP Requirements, City Supplement, Plans, Standard Plans, Construction Documents, Reference Specifications listed in the Invitation to Bid or the RFP for Design-Build contracts, Request for Qualifications (RFQ), Statement of Qualifications (SOQ), Request for Proposals (RFP), modifications issued after the execution of the Contract e.g., Change Orders, Construction Manager At Risk's Guaranteed Maximum Price including written qualifications, assumptions and conditions thereto and Pre-construction Services Agreement.

SSP (Rev. June 2011)
33 | Page

ADD: **Limited Notice to Proceed** – A written notice given from the City to the Contractor that authorizes the Contractor to start a limited amount of work that is not Construction Work, such as finalizing subcontract agreements, ordering materials, mobilization, furnishing a field office, and any other preliminary work done prior to performing Construction Work.

Notice of Completion (NOC) – ADD the following:

See California Civil Code section 3093.

Samples - Physical examples which illustrate materials, equipment or workmanship and establish standards by which the Work will be evaluated.

Normal Working Hours. To the City Supplement, ADD the following:

The Normal Working Hours shall be 8:30 AM to 3:30 PM, and night work hours shall be 9:00 PM to 6:00 AM.

Certificate of Compliance – To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

Certificate of Compliance – A written document signed and submitted by a supplier or manufacturer that certifies that the material or assembled material supplied to the Work site complies with the requirements of the Contract Documents.

SECTION 2 - SCOPE AND CONTROL OF WORK

2-1.2.2 Joint Venture Contractors. To the City Supplement, last paragraph, DELETE in its entirety and SUBSTITUTE with the following:

The Joint Venture shall designate an on-site representative and an alternate in writing. The on-site representative and the alternate shall have the full authority to bind all Joint Venture partners.

The Joint Venture shall provide a copy of the Joint Venture agreement and the Joint Venture license to the City within 10 Working Days after receipt by the Bidder of Contract forms.

2-3.1.2 Subcontractor List. ADD the following:

For Extra Work, the Contractor shall submit Form CC10, "CONTRACT CHANGE ORDER (CCO)" with each CCO proposal. Form CC10 is available for download from the EOCP site at: http://www.sandiego.gov/eoc/pdf/cc10.pdf

2-3.2 Self Performance. DELETE in its entirety and SUBSTITUTE with the following:

The Contractor shall perform, with its own organization, Contract work amounting to at least 50 percent of the base bid alone or base bid and any additive or deductive alternate(s) that together when added or deducted form the basis of determining the Apparent Low Bidder as specified. The self performance percentage requirement will be waived for contracts when a "B" License is required or allowed.

SSP (Rev. June 2011)

2-3.3 Status of Subcontractors. ADD the following:

With every request for payment, the Contractor shall submit to the Engineer a breakdown showing monthly and cumulative amounts of the Work performed under Change Order by the Contractor and the Subcontractors. The reporting format shall be approved by the Engineer.

2-3.4 Subcontract Requirements. To the City Supplement, ADD the following paragraph:

The Contractor shall ensure that all of its Subcontractors are licensed at the time of the execution of their subcontract agreements. In the event a Subcontractor is not properly licensed, the Contractor shall cease payment to Subcontractor for all work performed when the Subcontractor was improperly licensed. Any payment made by the Contractor to a Subcontractor for work performed when the Subcontractor was unlicensed shall be returned to the City.

Where the Contract Documents require that a particular product be installed or applied by an applicator approved by the manufacturer, it is the Contractor's responsibility to ensure the Subcontractor or Supplier employed for such work is approved by the manufacturer.

- **2-5.2 Precedence of Contract Documents.** To the Cit Supplement, DELETE in its entirety and SUBSTITUTE with the following:
- **2-5.2 Precedence of Contract Documents**Error! Bookmark not defined. If there is a conflict between any of the Contract Documents, the document highest in the order of precedence shall control. The order of precedence, from highest to lowest, shall be as follows:
 - 1) Permits (i.e., issued by jurisdictional regulatory agencies)
 - 2) Change Orders and Supplemental Agreements; whichever occurs last
 - 3) Contract and Agreement
 - 4) Addenda
 - 5) Bid (e.g., price Proposal for Design-Build contracts)
 - 6) Request for Proposal (RFP)
 - 7) Invitation to Bid
 - 8) Instruction to Bidders
 - 9) Request for Qualifications (RFQ)
 - 10) Special Provisions (i.e., City's EOCP Requirements, City Supplement, and Supplementary Special Provisions (SSP))
 - 11) Plans
 - 12) Construction Documents (for <u>Design-Build</u> contracts)
 - 13) Standard Drawings
 - 14) Reference Specifications (e.g., GREENBOOK)
 - 15) Technical Proposal (for Design-Build contracts)
 - 16) Statement of Qualifications (SOQ)

When additional requirements by the funding sources are physically or by reference incorporated in the Contract Documents, the funding source's requirements shall govern **unless specified otherwise**. Figured dimensions shall take precedence over scaled dimensions. Detailed drawings shall take precedence over general drawings.

2-5.3.1 General. DELETE in its entirety and SUBSTITUTE with the following:

When required by the Contract Documents or when requested by the Engineer, the Contractor shall provide the submittals as specified in 2-5.3.2, 2-5.3.3, and 2-5.3.4 to the Engineer. Materials shall neither be furnished nor fabricated, nor shall any work for which submittals are required be performed before the required submittals have been reviewed and accepted by the Engineer. The payment for the submittals shall be included in the various Bid items. Neither review nor acceptance of submittals by the Engineer shall relieve the Contractor from responsibility for errors, omissions, or deviations from the Contract Documents, unless such deviations were specifically called to the attention of the Engineer in the letter of transmittal. The Contractor shall be responsible for the correctness of the submittals.

The Contractor shall allow a minimum of 20 working days for review of submittals unless otherwise specified in the Special Provisions. Each submittal shall be accompanied by a letter of transmittal.

2-5.4.1 General. ADD the following:

Source Identification e.g., RFI numbers and Change Order numbers as required to identify the source of the change to the Contract Documents shall be noted.

2-6 WORK TO BE DONE. ADD the following:

In accordance with the provisions of California Law, the Contractor shall possess or require the Subcontractor(s) to posses valid appropriate license(s) for the Work being performed.

2-7 SUBSURFACE DATA. ADD the following:

In preparation of the Contract Documents, the designer has relied upon the following reports of explorations and tests of subsurface conditions at the Work Site:

1. Soil boring data provided by Haley & Aldrich, January 2003.

The report(s) listed above is(are) available for review by contacting the City Project Manager or visiting:

ftp://ftp.sannet.gov/OUT/ECP/2-7%20SUBSURFACE%20DATA/

2-10 AUTHORITY OF BOARD AND ENGINEER. ADD the following:

Regulating agencies of the City, such as Developmental Services, Fire and Planning Departments, enforce Legal Requirements and standards. These enforcement activities are not subject to the responsibilities of the Engineer under this Agreement.

2-11 INSPECTION. ADD the following:

The City may utilize field inspectors to assist the Engineer during construction in observing performance of the Contractor. The inspector is for the purpose of assisting the Engineer and shall not be confused with an inspector with a City regulatory agency or with a Special Inspector.

Code compliance testing (including all Geotechnical requirements) and inspections required by codes or ordinances, or by a plan approval authority, shall be the responsibility of and shall be paid by the Contractor, unless otherwise provided in the Contract Documents.

The Contractor's quality control testing and inspections shall be the sole responsibility of the Contractor and paid by the Contractor included in the Bid price.

ADD: 2-17 CONTRACTOR REGISTRATION.

The Contractor, Subcontractors, and Suppliers shall register with the City's EOCP via Prism® i.e., web-based contract Citv's compliance portal the https://pro.prismcompliance.com/contractor/plugins/pages/contractormenu.aspx.

The Contractor shall ensure that proposed Subcontractors and Suppliers have completed the registration prior to Notice of Intent to Award. If the Contractor fails to have its Subcontractors and Suppliers registered after the NTP has been issued, the City will withhold a minimum of 10% in addition to the Retention from all invoices submitted until the Contractor and all listed Subcontractors and Suppliers are properly registered in PRISM.

SECTION 3 - CHANGES IN WORK

3-3.2.2 Basis for Establishing Costs (a) Labor, City Supplement, first and second paragraphs, DELETE in entirety and SUBSTITUTE with the following:

The City reserves the right to request financial records of salaries for an employee, wages, bonuses and deductions to substantiate the actual cost of labor certified by a California licensed Certified Public Accountant. The Contractor shall use the City provided form i.e., "PUBLIC WORKS **PAYROLL** REPORTING FORM" which available http://www.sandiego.gov/eoc/pdf/payrollreport.pdf to list the labor rates of its personnel and Subcontractors who work on this Project. An initial submittal shall be made prior to NTP.

The payment for payroll records shall be included in the various Bid item unless a separate Bid item has been provided.

SECTION 4 - CONTROL OF MATERIALS

4-1.3.5 Special Inspections. To the City Supplement, ADD the following:

Special Inspection and testing by the Special Inspectors shall meet the minimum requirements of the prevailing Codes and by the City's Development Services Department (DSD) and reference in http://www.sandiego.gov/development-services/industry/special.shtml

- 4-1.5 Certificates of Compliance. To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:
- **4-1.5 Certificates of Compliance.** DELETE in its entirety and SUBSTITUTE with the following:

Certificates of Compliance shall be furnished to the Engineer prior to the use of any material or assembled material for which these Specifications so require or if so required by the Engineer.

SSP (Rev. June 2011) **37** | Page The Engineer may waive the materials testing requirements of the Specifications and accept a Certificate of Compliance. Manufacturing test data may be required by the Engineer to be included with the submittal.

Materials used on the basis of a Certificate of Compliance may be sampled and tested at any time. The submission of a Certificate of Compliance shall not relieve the Contractor of responsibility for incorporating material in the Work which conforms to the requirements of the Contract Documents, and any material not conforming to the requirements will be subject to rejection whether in place or not.

When professional certification of performance criteria of materials, systems or equipment is required by the Contract Documents, the City shall be entitled to rely upon the accuracy and completeness of such calculations and certifications.

4-1.6 Trade Names or Equals. To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

ADD the following:

Whenever materials or equipment are indicated in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the naming of the item is intended to establish the type, function, and quality required. Unless stated otherwise, materials or equipment of other Suppliers may be accepted if sufficient information is submitted to the Engineer for review to determine whether the material or equipment proposed is equivalent or equal to that named.

- a) The Contractor shall submit its list of proposed substitutions for "an equal" ("or equal") item(s) no later than 5 Working Days after the determination of the Apparent Low Bidder and on a City form when provided by the City.
- b) The request for substitution shall include the following information:
 - i. Whether or not acceptance of the substitute for use in the Work will require a change in any of the Contract Documents to adopt the design to the proposed substitute.
 - ii. Whether or not incorporation or use of the substitute in connection with the Work is subject to payment of any license fee or royalty.
 - iii. All variations of the proposed substitute from the items originally specified will be identified.
 - iv. Available maintenance, repair, and replacement service requirements. The manufacturer shall have a local service agency within 50 miles of the site which maintains properly trained personnel and adequate spare parts and is able to respond and complete repairs within 24 hours.
 - v. Certification that the proposed substitute will perform adequately the functions and achieve the results called for by the general design, and be similar and of equal substance to that indicated, and be suited to the same use as that specified.
- c) There is no guaranteed time frame for the City's review of the substitution requests.
- d) The burden of proof as to the type, function, and quality of any such substitute product, material or equipment shall be upon the Contractor. The Engineer may require at the Contractor's expense additional data about the proposed substitute.
- e) If the Engineer takes no exceptions to the proposed substitution, it shall not relieve the Contractor from responsibility for the efficiency, sufficiency, quality, and performance of the substitute material or equipment, in the same manner and degree as the material and equipment specified by name.

- f) The lack of action(s) on the Engineer's side within the Contractor's requested time shall not constitute acceptance of the substitution.
- g) Acceptance by the Engineer of a substitute item shall not relieve the Contractor of the responsibility for full compliance with the Contract Documents.
- h) For the substitution review process or to have materials listed on the AML, refer to the AML standard review process.
- i) The Bid submittal shall be based on the material and equipment specified by name in the Contract. If the proposal is rejected by the Engineer, the Contractor shall not be entitled to either an extension in Contract Time, increase in the Contract Price, or both.
- j) As applicable, no Shop Drawing or Working Drawing submittals shall be made for a substitute item nor shall any substitute item be ordered, installed, or utilized without the Engineer's prior written.
- k) The Contractor shall reimburse the City for the charges of the Engineer for evaluating each proposed substitute.
- l) For Design-Build contracts, one copy of all designer reviewed submittals shall be provided to the Engineer.

SECTION 6 - PROSECUTION, PROGRESS AND ACCEPTANCE OF WORK

6-1.2 Commencement of Work. To the GREENBOOK and the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

Unless specified otherwise, construction shall start within 5 Working Days after NTP and be diligently prosecuted to completion within the Contract Time. The Contractor shall not start any construction activity at the Site until the Pre-construction Meeting is held and the NTP has been issued by the Engineer.

Upon the Contractor's written request, the City may delay the NTP as follows:

- a) Up to 5 Working Days from the Pre-construction Meeting, or
- b) Up to 40 Working Days from the Limited NTP for the preparation, submittal, obtaining approval for and filing of the PRDs in accordance with 801, "STORM WATER POLLUTION CONTROL," or
- c) Up to 60 Working Days from the Limited NTP for the preparation, submittal, and approval of the TCP on "D-sheets" when specified in 7-10.2, "Traffic Control."

The Contractor shall notify SDG&E at least 10 Working Days prior to excavating within 10' of SDG&E Underground High Voltage Transmission Power Lines (i.e., 69 KV and higher).

For areas that do not require engineered TCP on D-sheets, the Contractor may at any time after the Pre-construction Meeting obtain a TCP Permit via Working Drawings or the City's over the counter process and start the Work. If the Contractor decides to commence the construction work before the completion of the D-sheet TCPs, the Contractor shall forfeit the 60 Working Days specified here. The D-sheet TCP shall be done concurrently and no additional time will be granted.

For paving Work, the Contractor shall coordinate the Work to facilitate the installation and protection of the new curb ramps and associated concrete work prior to commencing the asphalt overlay

SSP (Rev. June 2011) Montezuma Trunk Sewer operations. The Work at a specific location shall not commence until all layouts and measurements are agreed upon by both the Contractor and the Engineer.

- **ADD: 6-1.8 Pre-construction Meeting.** Within 20 Working Days from the Limited NTP the Engineer will schedule a mandatory pre-construction meeting (Pre-construction Meeting) with the Contractor. The agenda will include items such as NTP, design services and submittal and review process for Design-Build contracts, critical elements of the work schedule, submittal schedule, cost breakdown of major lump sum items, payment requests and processing, environmental and community concerns, coordination with the involved utility firms, the level of record project documents required and emergency telephone numbers for all representatives involved in the course of construction.
- ADD: 6-5.9 City's Right to Terminate or Suspend for Loss of Project Funds. The City may terminate or suspend this Contract at its sole discretion if the State of California or its agents render the Redevelopment Agency funds (being used to fund this Project) unavailable. If the City chooses to suspend this Contract that suspension will last until funds are identified and approved by the City Council, or Mayor, whichever is appropriate, to be used to complete this project. If the City elects under this provision to terminate this Contract, then neither Party is entitled to compensation from the other Party for any costs arising from such termination. The City may also elect to terminate after invoking a suspension under this provision.
- **6-7.1 General.** To the City Supplement, ADD the following:
- d) If weather condition is suitable, the Contractor shall complete each street segment within 15 Working Days from the day the slurry seal or asphalt overlay is placed. Each completed segment shall include other incidental Work items e.g., weed abatement, damaged asphalt pavement replacement, asphalt patching, resurfacing, striping, markings, raised pavement markers, and inlet markers.
- **ADD: 6-8.1 Completion.** To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:
- **6-8.1 Completion.** The Contractor shall submit a written assertion that the Work has been completed. If, in the Engineer's judgment, the Work has been completed in accordance with the Contract Documents, the Engineer will set forth in writing the date the Work was completed. This will be the date when the Contractor is relieved from responsibility to protect and maintain the Work.
- **6-8.2 Acceptance.** To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:
- **6-8.2 Acceptance.** Acceptance will occur after all of the requirements contained in the Contract Documents have been fulfilled. If, in the Engineer's judgment, the Contractor has fully performed the Contract, the Engineer will accept the Contractor's performance of the Contract.
- **6-8.3 Warranty.** To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:
- **6-8.3 Warranty.** Unless specified otherwise, the Work shall be warranted by the Contractor against defective workmanship and materials for a period of 1 year.

- a) The warranty period shall start on the date of completion of the Work as determined by the Engineer.
- b) The Contractor shall provide an unconditional warranty on all installed fiber optic cable for a minimum period of 2 years.
- c) The warranty period for the following items of the Work shall be 3 years:
 - 1. Work under Section 500 (requires Long Term Warranty Contract (LTWC))
 - 2. DWT Construction (requires manufacturer's warranty)
 - 3. LED signal modules (requires manufacturer's warranty)
- d) Private sewer pumps including the alarm panel and all other accessories. The Contractor shall provide the City and property owner a copy of the warranty. (requires manufacturer's warranty)
- e) The Contractor shall involve the manufacturer in the installation and startup as needed to secure any extended warranty required.
- f) The warranty period for specific items covered under manufacturers' or suppliers' warranties shall commence on the date they are placed into service at the direction of or as approved by the Engineer in writing.
- g) All warranties, express or implied, from Subcontractors or Suppliers, of any tier, for the work performed and materials furnished shall be assigned, in writing, to the City, and such warranties shall be delivered to the Engineer prior to acceptance of the Contractor's performance of the Contract.
- h) The Contractor shall replace or repair defective Work in a manner satisfactory to the Engineer, after notice to do so from the Engineer, and within the time specified in the notice. If the Contractor fails to make such replacement or repairs within the time specified in the notice, the City may perform the replacement or repairs at the Contractor's expense. If the Contractor fails to reimburse the City for the actual costs, the Contractor's Surety shall be liable for the cost thereof.
- i) Nothing in this warranty is intended to limit any manufacturer's warranty which provides the City with greater warranty rights than set forth in this section or the Contract Documents.
- j) These specifications are not intended to constitute a period of limitations or waiver of any other rights or remedies City may have regarding the Contractor's other obligations under the Contract Documents or federal or state law.
- k) The Contractor shall respond and initiate corrective action within 24 hours of notice of nonconforming Work that poses an imminent threat to person or property.

6-9 LIQUIDATED DAMAGES. To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

MODIFY to increase the daily value from \$250 to \$1,000 for contracts with a value of over \$100,000.

Failure to complete the liner installation and lateral reinstatement as specified in Part 5, "SYSTEM REHABILITATION," within the Contract Time will result in damages being sustained by the City.

SSP (Rev. June 2011) Montezuma Trunk Sewer

SECTION 7 - RESPONSIBILITIES OF THE CONTRACTOR

7-3 LIABILITY INSURANCE. DELETE in its entirety and SUBSTITUTE with the following:

The insurance provisions herein must not be construed to limit your indemnity obligations contained in this contract.

ADD: 7-3.1 Policies and Procedures.

- a) You must 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.
- b) Insurance coverage for property damage resulting from your operations is on a replacement cost valuation. The market value will not be accepted.
- c) You must maintain this insurance for the duration of this contract and at all times thereafter when you are correcting, removing, or replacing Work in accordance with this contract. Your liabilities under this contract, e.g., your indemnity obligations, will is not deemed limited to the insurance coverage required by this contract.
- d) Payment for insurance is included in the various items of Work as bid by you, and except as specifically agreed to by the City in writing, you are not entitled to any additional payment. Do not begin any work under this contract until you have provided and the City has approved all required insurance.
- e) Policies of insurance must provide that the City is entitled to 30 days (10 days for cancellation due to non-payment of premium) prior written notice of cancellation or non-renewal of the policy. Maintenance of specified insurance coverage is a material element of this contract. Your failure to maintain or renew coverage or to provide evidence of renewal during the term of this contract may be treated by the City as a material breach of contract.

ADD: 7-3.2 Types of Insurance.

7-3.2.1 Commercial General Liability Insurance.

- a) Commercial General Liability Insurance must 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.
- b) The policy must 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).
- c) There must be no endorsement or modification limiting the scope of coverage for either "insured vs. insured" claims or contractual liability. You must maintain the same or equivalent insurance for at least 10 years following completion of the Work.

SSP (Rev. June 2011) **42** | Page d) All costs of defense must be outside the policy limits. Policy coverage must be in liability limits of not less than the following:

General Annual Aggregate Limit	Limits of Liability
	•
Other than Products/Completed Operations	\$2,000,000
Products/Completed Operations Aggregate Limit	\$2,000,000
Personal Injury Limit	\$1,000,000
Each Occurrence	\$1,000,000

7-3.2.2 Commercial Automobile Liability Insurance.

- A. You must 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").
- B. All costs of defense must be outside the limits of the policy.

7-3.2.3 Commercial Pollution Liability Insurance.

- a) You must procure and maintain at your expense or require Subcontractor, as described below to procure and maintain, the Contractors Pollution Liability Insurance including contractual liability coverage to cover liability arising out of cleanup, removal, storage, or handling of hazardous or toxic chemicals, materials, substances, or any other pollutants by you or any Subcontractor in an amount not less than \$2,000,000 limit for bodily injury and property damage.
- b) All costs of defense must be outside the limits of the policy. Any such insurance provided by Subcontractor instead of you must be approved separately in writing by the City.
- c) For approval of a substitution of Subcontractor's insurance, you must 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 must not exceed \$25,000 per claim.
- d) Contractual liability must include coverage of tort liability of another party to pay for bodily injury or property damage to a third person or organization. There must be no endorsement or modification of the coverage limiting the scope of coverage for either "insured vs. insured" claims or contractual liability.
- e) Occurrence based policies must be procured before the Work commences and must be maintained for the Contract Time. Claims Made policies must be procured before the Work commences, must be maintained for the Contract Time, and must include a 12 month extended Claims Discovery Period applicable to this contract or the existing policy or policies must continue to be maintained for 12 months after the completion of the Work without advancing the retroactive date.
- f) Except as provided for under California law, the policy or policies must provide that the City is entitled to 30 days prior written notice (10 days for cancellation due to non-payment of premium) of cancellation or non-renewal of the policy or policies.

ADD: 7-3.3 Rating Requirements. Except for the State Compensation Insurance Fund, all insurance required by this contract as described herein must 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, and that have been approved by the City.

7-3.3.1 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 and is included on the List of Eligible Surplus Lines Insurers (LESLI list).

All policies of insurance carried by non-admitted carriers must be subject to all of the requirements for policies of insurance provided by admitted carriers described herein.

ADD: 7-3.4 Evidence of Insurance. Furnish to the City documents e.g., certificates of insurance and endorsements evidencing the insurance required herein, and furnish renewal documentation prior to expiration of this insurance. Each required document must be signed by the insurer or a person authorized by the insurer to bind coverage on its behalf. We reserve the right to require complete, certified copies of all insurance policies required herein.

ADD: 7-3.5 Policy Endorsements.

7-3.5.1 Commercial General Liability Insurance

7-3.5.1.1 Additional Insured.

- a) You must provide at your expense policy endorsement written on the current version of the ISO Occurrence form CG 20 10 11 85 or an equivalent form providing coverage at least as broad.
- b) To the fullest extent allowed by law e.g., California Insurance Code §11580.04, the policy must be endorsed to include the City and its respective elected officials, officers, employees, agents, and representatives as additional insured.
 - 1. The additional insured coverage for projects for which the Engineer's Estimate is \$1,000,000 or more must include 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.
 - 2. The additional insured coverage for projects for which the Engineer's Estimate is less than \$1,000,000 must include liability arising out of: (a) Ongoing operations performed by you or on your behalf, (b) Your products, or (c) premises owned, leased, controlled, or used by you.
- **7-3.5.1.2 Primary and Non-Contributory Coverage.** The policy must 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 must provide that any insurance maintained by the City and its elected officials, officers, employees, agents and representatives must be in excess of the Contractor's insurance and must not contribute to it.
- **7-3.5.1.3 Project General Aggregate Limit.** The policy or policies must 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 must reduce the Designated Construction Project

General Aggregate Limit. The Designated Construction Project General Aggregate Limit must be in addition to the aggregate limit provided for the products-completed operations hazard.

7-3.5.2 Commercial Automobile Liability Insurance.

7-3.5.2.1 Additional Insured. Unless the policy or policies of Commercial Auto Liability Insurance are written on an ISO form CA 00 01 12 90 or a later version of this form or equivalent form providing coverage at least as broad, the policy must be endorsed to include the City and its respective elected officials, officers, employees, agents, and representatives as additional insured, with respect to liability arising out of automobiles owned, leased, hired or borrowed by you or on your behalf. This endorsement is limited to the obligations permitted by California Insurance Code §11580.04.

7-3.5.3 Contractors Pollution Liability Insurance Endorsements.

7-3.5.3.1Additional Insured.

- a) The policy or policies must be endorsed to include as an 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; except that in connection with, collateral to, or affecting any construction contract to which the provisions of subdivision (b) of § 2782 of the California Civil Code apply, this endorsement must not provide any duty of indemnity coverage for the active negligence of the City and its respective elected officials, officers, employees, agents, and representatives in any case where an agreement to indemnify the City and its respective elected officials, officers, employees, agents, and representatives would be invalid under subdivision (b) of §2782 of the California Civil Code.
- b) In any case where a claim or loss encompasses the negligence of the Insured and the active negligence of the City and its respective elected officials, officers, employees, agents, and representatives that is not covered because of California Insurance Code §11580.04, the insurer's obligation to the City and its respective elected officials, officers, employees, agents, and representatives must be limited to obligations permitted by California Insurance Code §11580.04.
- **7-3.5.3.2 Primary and Non-Contributory Coverage.** The policy or policies must 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 must be in excess of your insurance and must not contribute to it.
- **7-3.5.3.3 Severability of Interest.** For Contractors Pollution Liability Insurance, the policy or policies must provide that your insurance must 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 must provide cross-liability coverage.
- **ADD:** 7-3.6 Deductibles and Self-Insured Retentions. You are responsible for the payment of all deductibles and self-insured retentions. Disclose deductibles and self-insured retentions to the City at the time the evidence of insurance is provided.

ADD: 7-3.7 Reservation of Rights. We reserve 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. We 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.

ADD: 7-3.8 Notice of Changes to Insurance. You must notify the City 30 days prior to any material change to the policies of insurance provided under this contract.

ADD: 7-3.9 Excess Insurance. Policies providing excess coverage must follow the form of the primary policy or policies e.g., all endorsements.

7-4 WORKERS' COMPENSATION INSURANCE. DELETE in its entirety and SUBSTITUTE with the following:

7-4.1 Workers' Compensation Insurance and Employers Liability Insurance.

- a) In accordance with the provisions of §3700 of the California Labor Code, you must provide at its expense Workers' Compensation Insurance and Employers Liability Insurance to protect you against all claims under applicable state workers compensation laws. The City, its elected officials, and employees will not be responsible for any claims in law or equity occasioned by your failure to comply with the requirements of this section.
- b) Limits for this insurance must be not less than the following:

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

c) By signing and returning this contract you certify that you are aware of the provisions of §3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code and you will comply with such provisions before commencing the Work as required by § 1861 of the California Labor Code.

7-4.1.1 Waiver of Subrogation.

The policy or policies must 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.

7-5 PERMITS, FEES, AND NOTICES. To the City Supplement, DELETE item e) in its entirety.

To the City Supplement, ADD the following:

The City will obtain, at no cost to the Contractor; the following permits:

a) Caltrans Encroachment Parent Permit

7-5.2 Caltrans Encroachment Permit. To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

- a) The City has applied for the Caltrans Encroachment Permit unless specified otherwise in the SSP.
- b) The Contractor shall pay for and secure the permit prior to construction regardless of which party has applied for it.
- c) The Contractor shall arrange and pay for inspection as required by Caltrans.
- d) The Contractor shall be solely responsible for permit processing delays that result from incomplete or inaccurate information provided by the Contractor to the City or the Caltrans.

7-8.6 Water Pollution Control. ADD the following:

- a) The Project is subject to the Storm Water Pollution control requirements listed on the Plans or as specified in these specifications.
- b) For contracts subject to Construction General Permit (CGP), the Contractor's QSD shall verify the City's assessment prior to submittal through SMARTS.
- c) The Contractor's attention is directed to Section 801, "WATER POLLUTION CONTROL" of these specifications for more information.

7-9 PROTECTION AND RESTORATION OF EXISTING IMPROVEMENTS. ADD the following:

In any emergency affecting the safety of persons or property, the Contractor shall act, at its discretion, to prevent threatened damage, injury or loss. Any change in Contract Price or Contract Time resulting from emergency work shall be determined as provided in SECTION 3, "CHANGES IN WORK."

7-10.1 Traffic and Access. To the City Supplement, DELETE the agency notification listing in its entirety and SUBSTITUTE with the following:

The Contractor shall notify Metropolitan Transit System (MTS), a minimum of 5 Working Days prior to excavation, construction, or traffic control affecting bus stops. The Contractor shall notify the remaining agencies a minimum of two 2 Working Days prior to construction activities affecting the agencies:

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
U.S. Navy	(32nd Street Naval Station)	(619) 556-1319
Underground Service Alert	(Any excavation)	(800) 422-4133
MTS	(Street Closure and Bus Stops)	(619) 238-0100 Ext 6451

7-10.6 Traffic Plate Bridging. To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

Transverse or longitudinal cuts, voids, trenches, holes, and excavations in the right-of-way that cannot be properly completed within 1 Working Day shall be protected by adequately designed barricades

and structural steel plates [plates] that will support legal vehicle loads in such a way as to preserve unobstructed traffic flow.

The Contractor shall secure approval, in advance, from authorities concerning the use of any bridging proposed on the Work.

Plates shall conform to the following:

- a) The trench shall be adequately shored to support the bridging and traffic loads.
- b) Plates shall be designed for HS 20-44 truck loading in accordance with Caltrans Bridge Design Specifications Manual.
- c) For the minimum thickness of plates refer to Table 7-10.6(A):

Table 7-10.6(A) - Trench Width / Minimum Plate Thickne
--

Trench Width	Minimum Plate Thickness
10" (0.25 m)	1/2" (13 mm)
1'-11" (0.58 m)	3/4" (19 mm)
2'-7" (0.80 m)	7/8" (22 mm)
3'-5" (1.04 m)	1" (25 mm)
5'-3" (1.6 m)	1 1/4" (32 mm)

For spans greater than 5'-3" (1.6 m), a structural design shall be prepared by a California Registered Civil Engineer and approved by the Engineer.

- d) Plates shall have a skid-resistant surface with a nominal Coefficient Of Friction (COF) of 0.35 as determined by California Test Method 342.
- e) Plates shall extend a minimum of 12" (300 mm) beyond the edges of the trench.
- f) Plates shall provide complete coverage to prevent any person, bicycle, motorcycle or motor vehicle from being endangered due to plate movement causing separations or gaps.
- g) Plates shall be secured against movement or displacement by using adjustable cleats, shims, welding, or other devices, and shall be installed in a manner that will minimize noise as traffic drives over them. Plates shall be installed using either Method (1) or (2):
 - i. Method 1 [For speeds greater than 45 mph (70 Km/hr)]: The pavement shall be cold planed to a depth equal to the thickness of the plate and to a width and length equal to the dimensions of the plate.
 - ii. Method 2 [For Speeds less than 45 mph (70 Km/hr)]: Approach plate(s) and ending plate (if longitudinal placement) shall be attached to the roadway by a minimum of 2 dowels pre-drilled into the corners of the plate and drilled 2" (50 mm) into the pavement. Subsequent plates are butted to each other. Fine graded asphalt concrete shall be compacted to form ramps, maximum slope 8.5 % with a minimum 12" (305 mm) taper to cover all edges of the plates.

Alternative installation method may be submitted in accordance with 2-5.3, "Submittals" for the Engineer's approval.

- h) The Contractor shall be responsible for maintenance of the plates, shoring, and asphalt concrete ramps or any other approved device used to secure the plates. The Contractor shall immediately mobilize necessary personnel and equipment after being notified by the Engineer, the City's station 38, or a member of the public of a repair needed e.g., plate movement, noise, anchors, and asphalt ramps. Failure to respond to the emergency request within 2 hours will be grounds for the City to perform necessary repairs that will be invoiced at actual cost including overhead or \$500 per incident, whichever is greater. Failure by the Contractor to comply may result in automatic grounds suspension of permit, Contract, or both.
- i) When plates are removed, any damage to the pavement shall be repaired with fine graded asphalt concrete mix or slurry seal satisfactory to the Engineer.

Payment for traffic plate bridging shall be included in the various Bid items unless a Bid Item has been provided for steel plate bridging.

SECTION 8 - FACILITIES FOR AGENCY PERSONNEL

8-2 FIELD OFFICE FACILITIES. To the City Supplement, DELETE in its entirety.

PART 2 - CONSTRUCTION MATERIALS

SECTION 207 – PIPE

207-17.1 General. ADD the following:

All House Connection Sewer Laterals shall use acceptable stainless steel shielded couplings manufactured by Mission, Fernco or approved equal.

ADD: 207-17.2.3 Pipe Manufacturer. Pipe, fittings, couplings, and joints as manufactured or distributed by J-M Manufacturing Company shall not be used on this contract.

207-26.1.1 Polymer Concrete Water Meter Boxes. To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

Boxes and covers to be installed in traffic areas shall have a reinforced polymer concrete frame and cover designed for AASHTO H-20 traffic loading. Boxes and covers to be installed in non-traffic areas shall have reinforced polymer concrete reader lids designed for A-10 traffic loading in accordance with ASTM-C857. Traffic areas are defined as any location in which vehicular traffic is evident or highly likely under normal conditions. Non-traffic areas are locations with no vehicular traffic. Covers shall have a logo reading "PUD WATER" as well as the manufacturer's name or logo cast in the polymer concrete surface. A cover and lid selected at random shall be tested. The cover and lid shall support without failure a total vertical load of at least 1,000 pounds, when supported in a horizontal position in the meter box. The load shall be applied to the center of the lid by a cylindrical pin, 1,952" in diameter, supported on a 2-thick rubber pad.

SSP (Rev. June 2011) Montezuma Trunk Sewer Unless provided for as a separate Bid item, payment for Polymer Concrete Box shall be included in the Bid item for water services.

207-26.1.5 Polyvinyl Chloride Pipe 2" Only. To the City Supplement, DELETE in its entirety.

ADD: 207-28 STEEL CASING.

207-28.1 General. Steel casings thickness indicated shall be welded steel pipe of the diameters and plate thicknesses indicated. The steel pipe casings shall conform to ANSI/AWWA C200, subject to the following supplemental requirements.

- a) The Steel Casing: Casing shall be in accordance with ASTM A283, Grade C, unless otherwise indicated. Thickness shall be no less than ³/₄". The Contractor shall be fully responsible for the sufficiency of the casing provided. Casing section joints shall be of the interlocking type or butt welded, lap welded, or welded using butt or banding straps in the field. Each end of the casing shall be prepared by providing ¹/₄-inch by 45-degree chamfer on the outside edges for butt welding.
- b) Grout: Grout shall consist of 1 part portland cement, 3 parts sand and the minimum amount of water necessary to obtain the desired consistency. Grout mixtures shall contain 2% of bentonite by weight of the cement. Portland cement, water and sand shall conform to the applicable requirements of the specification, except that sand to be used shall be of such fineness that 100% will pass a Standard No. 8 sieve and at least 45%, by weight, shall pass a Standard No. 40 sieve.
- c) Bentonite: Bentonite shall be a commercial-processed powdered bentonite, Wyoming type.
- d) Casing End Seals: Seals shall be standard wrap around end seals, made of synthetic rubber, with self-curing sealing strips and provided with stainless steel bands and clamps.
- e) Carrier Pipe Support: The Contractor shall provide casing spacers, to support the carrier pipe within the casing, to prevent the carrier pipe from floating, and to electrically insulate the carrier pipe from the casing. Spacers shall be designed and spaced to support the carrier pipe when full, with no water in the annular space. The casing spacer risers on the underside of the carrier pipe shall be high enough so that the carrier pipe shall clear the invert of the casing pipe by 1" minimum. There shall also be a maximum of 1" clear space between the top of this top skid or riser and the crown of the casing.
- f) Casing Spacers: Pipe casing spacers shall be bolt-on type bands. The bands shall be 12" wide and shall be made of 2 sections of 12 gauge steel coated with fusion bond epoxy. The thickness of the fusion bonded coating shall be at least 10 mils. The bands shall be lined with a 0.09" thick polyvinylchloride ribbed liner having a hardness of Durometer "A" 85-90. The runners shall be made of at least 2" wide fiberglass reinforced plastic. Bolts, studs, nuts and washers shall be cadmium plated.
- g) Annular Sand Backfill: Sand for the annular space between the carrier pipe and the steel casing shall be clean and 100% shall pass a Standard No. 30 sieve.

SSP (Rev. June 2011) Montezuma Trunk Sewer

SECTION 216 – DETECTABLE WARNING TILES

216-1.2 Materials. To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

Materials for DWT specified herein shall be per the City's Approved Materials List (AML). The tiles shall have the manufacturer's logo stamped permanently on the product with identifying information such as model number and type.

- a) The Stainless Steel Cast in Place DWT shall be of 16 gauge Type 304L with an integral micro-texture non-slip surface stamped into the stainless steel plate on the top of the domes and in the field surface between the domes. It shall have an ultra violet stabilized coating.
- b) Vitrified Polymer Composite (VPC) Cast in Place DWT shall be an epoxy polymer composition with an ultra violet stabilized coating employing aluminum oxide particles in the truncated domes. VPC Product shall be provided with a 5-year manufacturer written warranty form materials and installation.
- c) For others materials and a complete listing of material physical property requirements refer to the City's AML.

PART 3 – CONSTRUCTION METHODS

SECTION 302 – ROADWAY SURFACING

302-1.9 Traffic Signal Loop Detectors. To the City Supplement, DELETE the second paragraph and SUBSTITUTE with the following:

Traffic detector loops shall be reinstalled prior to resurfacing of the related street within 15 days from completion of all preparatory work including milling, cutting and grinding. The Contractor shall contact the City of San Diego's Street Division, Traffic Signal Maintenance at 619-527-8052 north of Interstate 8 or 619-527-8053 south of Interstate 8 to request loop layout.

To the City Supplement, Last paragraph, DELETE in its entirety and **302-6.1** General. SUBSTITUTE with the following:

Prior to placing concrete, existing subgrade shall be prepared in accordance with 301-1, "SUBGRADE PREPARATION."

If any existing unsuitable subgrade, as determined by the Engineer, is encountered it shall be replaced in accordance with 300-2.2, "Unsuitable Material."

302-6.8 Measurement and payment. To the City Supplement, DELETE in its entirety.

303-5.10.2 Payment. To the City Supplement, 2nd paragraph, DELETE in its entirety and SUBSTITUTE the following:

Additional concrete sidewalk and curb quantities beyond the 15'-0" will be paid for in accordance with the Contract unit price for additional curb and additional sidewalk.

SSP (Rev. June 2011) **51** | Page **302-13.4 Application.** To the City Supplement, DELETE the second paragraph and SUBSTITUTE with the following:

Sealant shall be applied from the bottom of the crack up to the surface in a manner which does not result in sealant bridging or pockets of entrapped air. The sealant shall be applied to a slightly overfilled condition and then leveled with a squeegee. The width of sealant remaining on the surface shall not exceed 1.5" on either side of the crack. Any debris blown onto adjacent gutters, sidewalks, parkways, medians, intersections or other areas shall be removed prior to the end of the Working Day.

SECTION 306 – UNDERGROUND CONDUIT CONSTRUCTION

306-1.4.8 Televising Sewer Mains and Storm Drains. To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

ADD: 306-1.4.8 Televising Sewer Mains, Sewer Laterals, and Storm Drains.

306-1.4.8.1 General. The Contractor in coordination with the Engineer shall televise new sewer mains and storm drains, rehabilitated existing sewer mains when performing parallel replacement to locate existing laterals, and existing sewer pipe segments and laterals after the cleaning process and prior to commencing rehab work. The Contractor shall provide the video records with compressed audio in digital file format on digital video discs (DVD's).

306-1.4.8.2 Submittals. The Contractor shall make several submittals during construction as follows:

- a) The Contractor shall provide an initial submittal at the start of televising work demonstrating the typical video and audio quality to be provided for acceptance by the Engineer. This submittal shall note any proposed changes to the specification listed below regarding video format, data processing, compression or other conditions for review and approval by the Engineer.
- b) When televising existing mains proposed to be replaced, the Contractor shall provide the televising DVD(s) and a red-lined set of Plans showing the location of the existing laterals to the Engineer before constructing the new sewer mains. Service lateral video inspection shall be submitted on a separate DVD.
- c) Post Cleaning Videos prior to rehabilitation of mains The Contractor shall televise the sewer pipe segments after the cleaning process has been completed and prior to commencing rehabilitation work. If point repairs are necessary, the Contractor shall identify the location of the proposed point repairs and submit the post cleaning video within 5 Working Days of completion of the segment cleaning and at least 5 Working Days prior to commencing the rehab work to obtain prior approval by the Engineer. The Engineer will review each video submittal within 10 Working Days of receiving submittal. Each video submittal shall be limited to 20 segments. The post cleaning video for the remainder of the mainline segments shall be submitted in accordance with 2-5.3, "Submittals."
- d) Post Cleaning Videos for rehabilitated laterals or lateral launch videos The Contractor shall televise the lateral segments after the cleaning process has been completed and prior to commencing any work on laterals. The post cleaning video for service lateral launch shall be submitted within 5 Working Days of segment cleaning. The Engineer will review each video

submittal within 10 Working Days of receiving each submittal. Each DVD submittal shall be limited to 20 segments. The video inspection shall include inspection of service lateral a minimum of 30' in length from the mainline or up to the property line unless an obstruction is encountered.

- e) If the property line clean-outs are not known to exist, service lateral video may be obtained with camera equipment designed to launch into the service lateral from the mainline or access from the private property with homeowner's permission. Each service lateral shall be identified by the Facility Sequence Number (FSN) of the mainline (when FSN are included in the Contract Documents) and the address of the property which it serves. Failure to comply with these specifications may result in one or more of the following:
 - i. A delay of the review and approval of the submittal(s).
 - ii. Delay in progress payments.
 - iii. Require the Contractor to re-televise the pipelines at no cost to the City.
 - f) Final Televising, Post-Rehabilitation Videos and Red-lines New sewer mains shall be inspected by CCTV and recorded on DVD not less than 22 working days after completion of permanent trench restoration and finished grading, but prior to final resurfacing. The Contractor shall review the DVD for any discrepancies or deficiencies in the installation of the pipe or liner. The Contractor shall notify the Engineer at least 30 Working Days in advance of the anticipated date that Acceptance will be requested. If the specified advance notice is not given, Acceptance and bond release may be delayed.
 - g) Ten Working Days shall be allowed for the Engineer to review each individual video disc of each and every reach documented on that particular videodisc. In the event that any deficiencies are discovered by the Engineer or City, either by the Contractor's televising or the City's re-televising, 5 Working Days shall be allowed for City to judge whether the deficiencies or sags are repairable, in place. If the judgment is made that the deficiencies are non-repairable in place, the affected portion(s) shall be reconstructed at no cost to the City. The Contractor shall not be entitled to Contract Time extension due to delays resulting from correcting deficiencies or sags as determined by televised inspections.
 - i. The City reserves the right to re-televise any new sewer main after the placement of permanent trench restoration and before final acceptance to determine the existence and extent of any foreign material or obstructions such as cement grout, wood, rocks, sand, concrete, or pipe fragments, and any structural deficiencies, or sags precipitated by the permanent trench restoration operations or other items of Work.

Post-rehabilitation videos shall be submitted within 30 days of completion of the Work. The final video recording shall clearly show the condition of the liner with ends sealed at the manholes, service lateral and connection seals. The submittal of this final video recording shall also include MS Access database and marked up Field Book pages or Plans as attachments. Failure to deliver the submittal(s) within the time identified or if a total of more than 20 segments are submitted in a single video may result in one or more of the following:

1. A delay of the review and approval of the submittal(s).

- 2. Delay in progress payments.
- 3. Require the Contractor to re-televise the sewer main segments.

306-1.4.8.3 Video Operator Qualifications. The video operator shall have at least 1 year of experience with a project of a similar nature within the last 3 years.

306-1.4.8.4 Equipment for Televising. Camera and lighting quality shall be suitable to provide a clear, continuously in-focus picture of the entire inside periphery of the sewer pipe or storm drain for all conditions encountered during the work. The equipment shall be capable of televising the entire length from manhole to manhole in one direction. When televising storm drains/sewer mains the camera shall be capable of scanning the joints for 360 degrees.

If necessary, the Contractor shall provide a self-propelled camera, capable of extended videotaping lengths and operation in remotely accessed areas without direct vehicular access. The system used to move the camera through the pipe shall not obstruct the camera's view. The remote-reading footage counter device which measures the distance traveled by the camera in the pipe shall be displayed on the television monitor and shall be accurate to plus or minus 1' (0.3 meters) in 1000' (300 meters) (+0.3m:300 meters). The Contractor shall calibrate the measuring device each day with a known distance to the satisfaction of the Engineer prior to starting the inspection and videotaping process.

306-1.4.8.5 Televising Procedures.

- a) The Engineer shall be notified a minimum of 2 Working Days in advance of televising. The entire televising inspection process shall be done in the presence of the Engineer.
- b) The Contractor shall clean the sewer mains prior to televising as necessary to adequately perform the video recording operations.
- c) The camera shall be moved through the sewer at a uniform rate, stopping when necessary to ensure proper documentation of the condition of the sewer line but in no case shall the television camera be pulled at a speed greater than 30' (9 meter) per minute. The camera shall be moved by means of power cable winches or self propelled tractors at each manhole, and rotating the camera head at each lateral connection, defect, or both to allow for adequate evaluation. The importance of accurate distance measurements is emphasized. Measurement for location of defects shall be above ground by means of a measuring device. Footages shown on the DVD(s) shall coincide with horizontal lengths from stationing as shown on the plans. Footage measurements shall begin at the centerline of the upstream manhole or storm drain access point, unless permission is given by the Engineer to do otherwise. Both pre and post video inspections shall be submitted to the Engineer.
- d) Televising shall be done in one direction for the entire length between manholes. Each section shall be isolated from the remainder of the storm drain or sewer line with the upstream sewage flow bypassed as required. Sufficient water shall be supplied to the isolated section to cause drainage reaching the downstream manhole prior to televising. If existing flows are high, preconstruction video inspection can be done with partial flow. Depth of the flow shall not exceed:
 - i. 6" 10"(150 mm. 250 mm) pipes 20% of the pipe diameter.
 - ii. 12" 24" (0.3 meters 0.6 meters) pipes 25% of the pipe diameter.
 - iii. 27" (0.7 meters) and up pipe 30% of the pipe diameter.

SSP (Rev. June 2011) Montezuma Trunk Sewer

- e) The Contractor shall televise the pipeline with maximum flow diverted from the pipeline. In the event that the existing flow is interfering with the video operation, a bypass shall be performed by the Contractor to lower the flow volume sufficiently to allow for a clear video picture.
- f) Obstructions may be encountered during the course of the internal inspection that prevents the travel of the camera. If an obstruction is not passable, the Contractor shall withdraw the equipment and begin internal inspection from the opposite end of the sewer reach. Should an additional obstruction be encountered after employment of the equipment from the opposite end of the sewer and no means are available for moving the television camera past the obstruction, the Contractor shall notify the Engineer, and the inspection shall be cancelled or postponed until the obstruction is removed. The Contractor shall remove the obstruction by excavation, repair or any other means approved by the Engineer, at no additional cost to the City.

After the obstruction has been removed, the Contractor shall continue with the CCTV inspection. A reverse setup, if necessary, shall be performed by the Contractor at no additional cost to the City. Should the camera get stuck in the sewer, the Contractor shall be responsible for all costs involved in extracting it. Costs related to difficulties encountered during internal television inspection are incidental to the Contract and claims, therefore, will not be considered.

- g) Defects such as offset joints, cracks in the pipe, and inflow shall be pointed out, quantified verbally, and projected on CCTV video disc. The Contractor shall use the standard owner's video disc introduction, abbreviations, log sheet forms, and severity code with legend when recording the line segment information. The Contractor shall notify the Engineer of any additional damage found and obtain prior approval from the Engineer for additional point repairs.
- h) Original DVD shall be submitted to and shall become the property of the City. DVD's will be reviewed by the Engineer for focus, lighting, sound, clarity of view, and technical quality. Videos recorded while a camera has flipped over in the process of traveling and the viewing of laterals, obstructions or defects that are blocked by cables, skids or other equipment will not be accepted. Sharp focus, proper lighting, and clear distortion-free viewing during the camera operations shall be maintained. Failure to maintain these conditions will result in the rejection of the video disc by the Engineer. Video recordings, if unacceptable to the Engineer, shall be repeated at no additional cost to the City.
- i) The City reserves the right to re-televise any reach of the pipeline following the cleaning, pipe installation and rehabilitation activities, but before Acceptance, to determine the existence and extent of any foreign material or obstructions such as cement grout, wood, rocks, sand, concrete, or pieces of pipe, and any structural deficiencies, or sags preventing the completion of the Work.
- j) Final CCTV. The Contractor shall clean the line with high pressure water jetting equipment and a sewer ball prior to performing mandrel, air test or both, or as specified by the Engineer. For the final video inspection, the City will require a dry pipe. During the post-video inspection, the camera shall stop at each lateral connection, focus on the bottom of the opening and then make one slow clockwise observation around the perimeter of the lateral which clearly shows the quality of the connection. If the Contractor fails to properly show and document any of the lateral openings, the Contractor will be required to re-televise that section of pipeline at no additional cost to the City.

k) The Contractor shall not be entitled to any additional contract time due to delays resulting from the need to correct any deficiencies, either repairable or non-repairable, in place, as determined by televised inspections.

306-1.4.8.6 DVD and Final Report Requirements. The Contractor shall provide all video with audio in digital file format on DVD's. Audio and written documentation shall accompany all DVD(s) submitted to the Engineer.

a) DVD Requirements

- i. One file shall be provided for each manhole to manhole pipe segment or for each manhole to manhole inspection video.
- ii. The filename shall incorporate the unique facility identifier provided by the City and the date of the inspection. The facility identifier numbers will be manhole numbers, with adjacent manhole numbers identifying pipe sections. The facility identifier number(s) shall be compatible with the data input features of the reporting software i.e., number of available input digits, fields, or both.
- iii. DVD recordings shall be in color and in MPEG2 format. The minimum video bit rate shall be 4.7 Mega bits per second (Mbps) and minimum audio bit rate shall be 128 Kilo bits per second (Kbps). Out-of-focus video recording or low quality and blurred pictures due to steam or smudged camera lens, or portions thereof, shall be cause for rejection of the video recording.
- iv. The camera source image capture shall provide a high resolution image with a minimum of 640x480 pixels capture. The video shall be at 30 frames per second.
- v. The video will be captured and compressed so as to reduce file size as much as possible while still meeting the needs of the City. The compression shall be in accordance with MPEG2 format. The video files shall be highly compressed, resulting in an anticipated average file size of maximum 10 MB per minute of video.
- vi. The compression shall not significantly degrade the still frame quality of the video or audio signal from the original source video, as judged in a side by side viewing under normal viewing conditions.
- vii. During post-installation CCTV inspections, the Contractor shall utilize one of the following video camera systems: a rotating-lens camera (articulating head) or a pan and tilt camera.
- viii. The Contractor shall use a dual recording system and submit post video inspection discs to the inspector, subsequent to recording.
- ix. The Contractor shall ensure visibility and lighting with minimum glare and without any dark or shadowy regions appearing on the final video disc.
- x. The Contractor shall pan and tilt the camera and pause for at least 15 seconds at each lateral connection to adequately show and document that the saddle has been installed properly for new installations and that the lateral opening has been reestablished for rehabilitation and lining in accordance with 500.1.1.7.a, "Miscellaneous."

- xi. The television camera shall produce a continuously-monitored high-quality picture, capable of discerning all major and minor structural defects in the pipeline. The post-installation CCTV inspection will document all defects which may affect the integrity or the strength of the pipeline, such as cracks, roughness, fins, or folds. The Contractor shall repair or replace all defects, at no additional cost to the City, which in the opinion of the Engineer may affect the hydraulic condition of the pipe liner.
- xii. Each DVD submittal shall include the following:

Visuals

- 1. Adequate view of the upstream and downstream manholes or storm drain access points. The direction of the survey upstream or downstream.
- 2. A pause at and zoom in on the lateral connections for at least 15 seconds for identification of the condition of the connection.
- 3. A pause at and zoom in on the indentified defects sufficient for identification of the type of problem.
- 4. Identified fault conditions or defects, see Appendix for Standardized City Condition and Defect Codes.
- 5. Each pipe section shall be identified by FSN, manhole numbers and the street name. If shown on the Plans, station numbers and sheet numbers shall also be identified.
- 6. A continuous read-out of the camera distance from the starting manhole to the end point at all times.
- 7. Pipe size.
- 8. Pipe or liner material, see Appendix for Material Description and Code.

Audio

- 1. Date of CCTV inspection.
- Confirmation of each section to be CCTV inspected i.e., narrative of manholes, storm access points or station numbers, or FSN's and direction upstream or downstream.
- 3. Description of pipe size lined on post and final videos, material liner type for post and final videos and pipe joint length.
- 4. Description and location of each defect.
- 5. Description and location of each service connection.
- 6. Include brief but informative comments on data of significance, including, but not limited to, the locations of unusual conditions, type and size of connection,

collapsed section, the presence of scale and corrosion, and other discernible features.

Written Documentation

- 1. Date of CCTV inspection.
- 2. Printed labels on DVD number, location information, date of inspection, and other descriptive information.
- 3. Location, size, material, and length of pipe.
- 4. Direction of flow and measurement "From" manhole or storm drain access point or station number "To" manhole or storm drain access point or station number or FSN.
- 5. File numbers itemizing individual segments.
- 6. Sketch showing the street and cross streets where the CCTV inspection was made.
- 7. Description and location of each defect or deficiency and a list of all proposed repairs.
- 8. Description and location of each connection.
- 9. A menu which lists files for each pipe section to be inspected and the date of the inspection.

b) Final CCTV inspection reports

- i. The Contractor shall provide reports of final inspection results of pipeline televising and conditional assessments utilizing a MS Access database reporting software.
- ii. This information shall be in tabular form, and include but not be limited to the following information: pipeline run from upstream to downstream manhole, location of defects in feet from upstream manhole, description of the defect, and other pertinent information. The reports shall also show all service lateral connection locations. The inspection reports shall incorporate and utilize a standardized City's rating system to be provided for comprehensive evaluation of pipeline, manhole condition, or both, i.e., a standardized listing of facility condition and defect codes. Pipe condition and fault information tied to pipe location shall also be recorded in the Report.
- iii. The file naming convention for video files consists of 32 characters, including the extension. The structure includes the following: "(field book page start)-(manhole ID start)-(field book page end)-(manhole ID end)-(hhddmmyy).wmv" where the field book pages and manholes IDs are 4 characters in length and hhddmmyy signifies the hour, day, month and year of the inspection, respectively. An example filename may be "F18S-0045-F18S-0046-14150604.wmv".

iv. See Appendix for televising inspection pipe database structure, table formats and standardized city condition, defect codes and digital video filename. Final reports shall follow these requirements.

306-1.4.8.7 Tolerances.

- a) For underground sewer or storm drain conduit installations, the maximum operational tolerance for sag shall be 1/2". When televised inspection is used to check for sag, a calibrated 1/4" diameter steel bar, mounted in front of the camera, shall be used to measure the depth of sag.
- b) For rehab work, tolerances shall be in accordance with 500-1.4.9, "DEFECT TOLERANCES".
- c) If the Engineer determines that the deficiencies or sags are non-repairable in place, the affected portion(s) shall be reconstructed in accordance with 6-8, "COMPLETION, ACCEPTANCE, AND WARRANTY."

306-1.4.8.8 Payment. The payment for cleaning and televising sewer mains or laterals and storm drains shall be included in the unit price Bid items for cleaning and televising sewer mains and storm drains, televising sewer mains for final acceptance, or lateral launch videos. If a Bid item has not been provided, the payment shall be included in the payment for the proposed pipe.

306-1.6 Basis of Payment for Open Trench Installations. To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

Second paragraph, DELETE in its entirety and SUBSTITUTE with the following:

The unit price bid for pipe and conduit in place shall be considered full compensation for all wyes, tees, bends, monolithic catch basin connections, and specials shown on the Plans; the removal or restoration of interfering portions of existing sewers, storm drains, and existing improvements as shown on Plans; the closing or removing of abandoned conduit and structures; the excavations of the trench; the control of ground and surface waters; the preparation of subgrade; placing, joining and testing pipe; backfilling the trench; permanent resurfacing; disposal of excess excavation; temporary resurfacing when not a Bid item; and all other work necessary to install the pipe or conduit, complete in place.

Third paragraph, after the word "backfill" ADD: "disposal of all excess excavation,"

306-1.7 House Connection Sewer (Laterals) and Cleanouts. To the City Supplement, 2nd paragraph, DELETE in its entirety and SUBSTITUTE with the following:

Laterals shall be replaced and shall include a cleanout at property line. Lateral connections at the property line shall be made with stainless steel shielded couplings. The Plans show the approximate location of the laterals. Connections at the main shall be made using a "wye" cut-in. Saddle connections shall not be permitted.

306-2.3 JACKING STEEL CASING. ADD the following:

a) Maintaining Line and Grade: The Contractor shall be responsible for maintaining the specified line and grade, and for preventing settlement of overlying structures, or other damage due to the boring and jacking operations.

- b) Grout Connections for Annular Space between Grout and Casing: Contractor to provide 2" grout connections at regular intervals.
- c) Grouting: Immediately after completion of the boring or jacking operations, the Contractor shall inject grout through the grout connections in such a manner as to completely fill all voids outside the casing pipe resulting from the boring or jacking operations. Grout pressure shall be controlled so as to avoid deformation of the steel casing and avoid movement of the surrounding ground. After completion of the grouting operations, the grout connections shall be closed with cast-iron threaded plugs.
- d) Sand Backfill: The Contractor shall furnish sand, equipment, hoses, valves, and fittings for filling the annular space between the casing and carrier pipe. Sand shall be conveyed by air through a hose and deposited by air pressure in its final position. The sand shall be free of lumps to flow unimpeded and to completely fill all voids. In general, sand backfill will be considered completed when no more sand can be forced into the annular space. The Contractor shall protect and preserve the interior surfaces of the steel casing from damage.
- e) Carrier Pipe Support: The Contractor shall position casing spacers or to prevent excessive sag & bending. End casing spacers shall be placed within 6 inches of each end of the conductor casing. There shall be a minimum of THREE casing spacers installed on each section of pipe.
- f) Installation of Casing End Seals: The Contractor shall secure the casing seals in place with stainless steel bands in accordance with the manufacturer's recommended procedures. The installation shall be made water tight by bonding together the exposed overlapping surfaces with a permanent sealing adhesive.
- g) Closing of Pits: After jacking equipment and excavated materials from boring or jacking operations have been removed from the jacking pit, the Contractor shall prepare the bottom of the jacking pit as a pipe foundation. All loose and disturbed materials below pipe grade shall be removed to undisturbed earth and shall be filled and compacted again.
- h) Welding Requirements: Welding procedures used to fabricate steel casings shall be prequalified under the provisions of ANSI/AWS D1.1. Welding procedures shall be required for, but not necessarily limited to, longitudinal and girth or special welds for pipe cylinders, casing joint welds, reinforcing plates and grout coupling connections.

ADD: 306-13.2 Pipe Separations. Pipe installation shall be in compliance with the State's health standards for separation and the following:

- a) The Contractor shall notify the Engineer immediately if sewer and water pipes, whether existing or proposed, are found to be closer than 4' horizontally or 1' vertically.
- b) When a proposed water main is installed above an existing sewer main, no connection joints shall be within 8' outside the sewer main crossing on both sides.
- c) When a proposed water main is installed below an existing sewer main, no connection joints shall be within 10' of the sewer main crossing on both sides.
- d) When a proposed sewer main is installed above an existing water main, no connection joints shall be within 10' outside the water main crossing on both sides.
- e) When a proposed sewer main is installed below an existing water main, no connection joints shall be within 4' outside the water main crossing on both sides.
- f) Dimensions shall be measured from outside pipe wall to outside pipe wall.

g) If 1' vertical separation cannot be maintained between proposed and existing utilities, 6" – 11" sand cushion per 200-1.5, "Sand" and 1" neoprene pad shall be installed as shown on Plans. The neoprene pad shall be 1" thick and wide enough to extend a minimum of 6" horizontally beyond the outside pipe wall. Neoprene pads shall have hardness between 50-70 durometers, as manufactured by Hoffmeyer Company, Industrial Rubber Supply, or approved equal. The neoprene pad shall be installed immediately below or on top of the existing utility. The sand cushion shall be placed between the neoprene pad and the proposed pipe.

306-13.3 Utility Crossings. To the City Supplement, DELETE in its entirety.

PART 5 - SYSTEM REHABILITATION

SECTION 500 – PIPELINE

500-1.1.1.1 Design Criteria and Testing Requirements. To the City Supplement, 1st paragraph, 2nd sentence, DELETE in its entirety and SUBSTITUTE with the following:

The thickness installed shall be increased as necessary to accommodate the existing conditions revealed in the television inspection required in 306-1.4.8, "Televising Sewer Mains, Sewer Laterals and Storm drains" that will result in the minimum thickness specified at all locations along the rehabilitated pipe.

500-1.1.2.1 Pre-award Submittals. To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

If the Bidder fails to submit the following required information or obtain approval from the City's Project Manager, the Bid may be determined by the City as **non-responsive** and the City may require the next lowest Bidder to submit the required information.

- a) Contractor's Experience and Past Project Documentation Within 5 Working Days of the Bid Opening date and along with a list of jobs completed, the Bidder shall submit documentation that a minimum of .07 miles, of sewer main rehabilitation similar in scope, has been successfully installed within the last 10 years in the U.S. with a 5 years or more of documented performance record for the proposed product, and has been successfully performed by the Bidder and its personnel assigned to the liner installation and curing, utilizing the Bidder's proposed rehabilitation system for this project. The required format for this submittal has been attached to this contract. The Bidder shall identify the employees i.e., project manager, superintendent, foreman, etc.; who will be assigned to this project and provide references in the format presented in the Contract Documents. The Bidder's superintendent shall be assigned full time to this project and be present at the Site while work is being performed. Should CIPP be utilized, the documentation of the experience shall include the proposed resin and felt combination used and the installation of the proposed lateral sealing system with the pipe lining system.
- b) Manufacturer Certification Within 5 Working Days of the Bid Opening date, the Bidder shall submit manufacturer's certificate(s) within the last 10 years, indicating that the supplied lining materials for sewer mains and sewer lateral connections meet the requirements of these specifications and a certificate of compliance from an independent third party lab that the proposed lining materials meet the chemical resistance requirements of 210-2, "PLASTIC LINER." The creep reduction factor used for the long term flexural modulus calculation shall be verified by testing per ASTM D2990 in the certification.

SSP (Rev. June 2011) Montezuma Trunk Sewer Manufacturer's License - The installation of the sewer lining and lining of the service connections shall be performed by a contractor licensed, certified, or both by the manufacture or owner of the process. The Bidder shall submit within 5 Working Days of the Bid Opening date a copy of the license from all manufacturers for which they are licensed, certified, or both and a letter from the manufacturer(s) stating the name, address, point of contact, and telephone number for City's verification.

500-1.1.2.3 Submittals during Construction. To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

The Contractor shall submit the following during construction:

- a) Daily reports with Required Attachments Daily reports shall be submitted on a daily basis throughout construction. The daily report shall include the wet-out data sheet, boiler operator cooking worksheet, and temperature strip charts.
- b) Post Cleaning Videos (for sewer pipe segments and service lateral launch), Post-Rehabilitation Videos (Final Videos) and Red-lines Videos and red-lines shall be submitted in accordance with 306-1.4.8, "Televising Sewer Mains, Sewer Laterals and Storm Drains"
- c) Samples Required samples shall be submitted to the Engineer immediately following the lining operation, according to Table A of 500-1.1.6, "Sampling, Testing, and Installation."

500-1.1.5 Television Inspection. To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

Closed Circuit television (CCTV) inspection will be required prior to rehabilitation to document the condition of the host pipeline or lateral and to verify that it was cleaned. A post-installation CCTV inspection shall be performed to determine if the work was completed per the Contract Documents and that all service connections have been re-instated, as required. CCTV inspection shall be performed in accordance with 306-1.4.8, "Televising Sewer Mains, Sewer Laterals and Storm Drains."

500-1.1.9 Measurement and Payment. To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

1st and 2nd paragraphs, DELETE in their entirety and SUBSTITUTE with the following:

Unless otherwise noted, no separate compensation will be paid for testing; the testing costs shall be included in the price per linear foot of pipe rehabilitation.

The unit price for rehabilitating the sewer main in the manner described shall be for the length of the liner installed in the field and shall be measured between the manholes from the wall, next to the insertion invert, to the invert wall of the downstream manhole, unless the Contractor lines thru the manhole at the City's request. Payment for the liner shall also include the cost of end seals and the reestablishment of active service connections by a remote control device per section 500-1.4.7, "Service Connections and End Seal." Television inspection after rehabilitation shall be performed in accordance with 306-1.4.8, "Televising Sewer Mains, Sewer Laterals and Storm Drains". As-built information and all other relevant submittals shall be considered incidental to the Project for payment purposes

The Contractor shall be responsible for making adequate and suitable arrangements for any bypass pumping that may become necessary to prevent any backflow onto private or public property, between the time the liner is inserted, and the service re-connections have been made, tested, and approved by the City. Unless provided for, bypass pumping shall be incidental to the cost of the sewer rehabilitation.

500-1.1.10 Sewer Main Rehab Identification. To the City Supplement, 1st sentence, DELETE in its entirety and SUBSTITUTE with the following:

Whenever pipe(s) is(are) lined upstream, downstream, or both, a 3" x 8" reflective yellow delineator as manufactured by 3M Scotchlite Brand 3200 Series or approved equal shall be mounted on the manhole walls, above the inlet and outlet which were lined, and 36" below the manhole cover as part of the Work.

500-1.13.6 Installation and Field Inspection. To the City Supplement, 2nd paragraph, DELETE in its entirety and SUBSTITUTE with the following:

The existing pipeline shall be cleaned of any obstructions and televised in accordance with 500-1.1.4, "Cleaning and Preliminary Inspection" and 306-1.4.8, "Televising Sewer Mains, Sewer Laterals and Storm Drains". Existing live service connections shall be precisely located longitudinally, radially and in accordance with 500-1.1.7(a), "Miscellaneous" and 500-1.4.7, "Service Connections" and logged for subsequent reinstatement following insertion of the PVC strip pipe liner.

500-1.13.9 Material Testing. To the City Supplement, DELETE the last sentence in its entirety.

SECTION 801 – WATER POLLUTION CONTROL

801-2.9 Post-Construction Requirements. To the City Supplement second paragraph, ADD the following:

The decal-disc inlet markers shall be "das Duracast Curb Marker®" or approved equal.

ADD the following:

The Contractor shall comply with the following post-construction requirements:

• Inlet markers.

801-9.3 BMP Requirements. To the City Supplement, ADD the following:

c) WTAP shall be required when the Project exceeds the Maximum Disturbed Area Requirements unless the grading Work is performed in phases that do not exceed the limit shown on the Plans per phase.

SECTION 804 – SEWAGE SPILL PREVENTION

To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

804-1 GENERAL.

The Contractor shall observe and comply with the City's policy of zero spills. The Contractor shall be liable for all damages and fines associated with sewage spills caused by improper support or damage to the existing sewer facilities.

The Contractor shall designate a person responsible for the development and enforcement of the Sewage Spill Response Plan, and for ensuring sewer spills are minimized to the maximum extent possible. The Contractor shall provide a status of all bypass related work at biweekly progress meetings as requested by the City.

804-2 SEWAGE SPILL PREVENTION AND RESPONSE PLAN.

Prior to the start of construction, the Contractor shall develop and submit to the Engineer, for review and approval, a written Sewage Spill Prevention and Response Plan. The plan shall include sewage spill response plan, spill containment and cleanup plan, staging area, and sewage bypass and pumping plan.

The Sewage Spill Prevention and Response Plan shall be developed to respond to any construction related sewage spill(s). The plan shall include:

- a) Identifying all nearby environmentally-sensitive areas such as waterways, channels, catch basins and entrances to existing underground storm drains.
- b) Making arrangements for an emergency response unit, stationed at or near the Site, comprised of emergency response equipment and trained personnel to be immediately dispatched in the event of a sewage spill(s). This includes field biologists, archaeologists, or both if in an environmentally-sensitive area such as a canyon.
- c) Developing an emergency notification procedure that includes an emergency response team with telephone numbers and arrangements for backup personnel and equipment. The emergency response unit shall be able to dispatch to the Site 24 hours a day 7 days a week including weekends and holidays. The Contractor shall designate primary and secondary representatives, their respective phone numbers, pager numbers, and mobile phone numbers. These Contractor's representatives shall be accessible and available at all times to respond immediately to any sewer spill event.
- d) Identifying any property owners who may be affected e.g., the City Park and Recreation Department.

At the pre-construction meeting the Contractor will be provided with a list of the City representatives to contact in case of sewage spill(s). In case of a sewage spill(s), the Contractor shall immediately call the Sewage Spill Hotline number at (619) 527-5481 and shall act immediately without instructions from the City, to control the spill and take all appropriate steps to contain it in accordance with the Sewage Spill Prevention and Response Plan and 804-2.1, "Sewage Bypass and Pumping Plan." The Contractor shall immediately notify the City representatives of the spill and shall report Project name, location, Contractor name, Project Engineer, and Engineer names.

SSP (Rev. June 2011) **64** | Page The Contractor shall, within 3 Working Days from the occurrence of the spill, submit to the Engineer a written report describing the following information related to the spill: the location; the nature and estimated volume; the date and time; the duration; the cause; the type of remedial and/or clean up measures taken (including erosion control measures) and the date and time of implementation; the corrective and/or preventive actions taken to avoid further spills; equipment used in spill response; and the environmentally-sensitive habitat such as a water body, if any, impacted and results of any necessary monitoring. The Contractor shall provide a list of who from the City was notified, date and time of notification, date and time the Contractor was notified of the spill, date and time the Contractor arrived on Site.

The Engineer may institute further corrective actions, as deemed necessary, to fully comply with existing laws, ordinances, codes, order or other pertinent regulations. In addition to any penalties provided by federal, state, and local laws, the Contractor shall be responsible for all costs incurred for the corrective actions including mitigation measures (habitat restoration, etc.) and obtaining after-the-fact permits if necessary, in environmentally sensitive areas. These permits include but are not limited to those from the City Planning Department Development Services, California Coastal Commission, U.S. Army Corps of Engineers and the California Department of Fish and Game.

It shall be the Contractor's responsibility to assure that all field forces, including Subcontractors, know and obey all safety and emergency procedures, including the Sewage Spill Prevention and Response Plan applicable to the work, to be maintained and followed at the Site. If in an environmentally sensitive area, such as canyon, stream, or lagoon, impacts shall be minimized. Crews shall be aware at the start of the job of any sensitive environmental habitats, breeding season restrictions, etc.

The Contractor shall prevent spills when working on sewer lines, such as when making temporary connection, when connecting new lines into the sewer system, ensuring no laterals are connected to mains being abandoned, ensuring diversions are appropriately installed, and diversions are completely removed when finished so there are no blockages. The Contractor shall not trap debris and discharge rock or debris downstream. Avoidance of streams is paramount unless authorized via permits.

The Contractor shall defend, indemnify, protect, and hold harmless the City, its agents, officers, and employees, from and against all claims asserted, or liability established for damages or injuries to any person or property resulting from any sewage spill caused or claimed to be caused by the Contractor's action or failure to take measures to prevent a spill. **The Contractor shall be responsible for payment of any fines assessed against the City for such sewage spills.** The Contractor's duty to indemnify and hold harmless shall not include any claims or liability arising from the established active or sole negligence or willful misconduct of the City, its agents, officers or employees.

The Contractor shall obtain and maintain an additional insurance coverage for Pollution Liability with its limits and requirements as set forth in 7-3.5.3, "Contractors Pollution Liability Insurance Endorsements." The limits and requirements for Pollution Liability shall be in an amount sufficient to cover potential losses from sudden and accidental pollution. Unless otherwise provided for in the Bid Proposal, all costs associated with the requirements for Sewage Spill Prevention and Response Plan, including additional insurance, shall be included in the prices for other related Bid items.

804-2.1 Sewage Bypass and Pumping Plan. The Contractor shall submit to the Engineer for approval, a Sewage Bypass and Pumping Plan at least 15 Working Days prior to implementation of flow diversion in compliance with the City's policy of "ZERO SPILLS." The Sewage Bypass and Pumping Plan shall indicate the sequence of diversion operations, all other operations the Contractor will establish to maintain wastewater service during the construction period, and a quality assurance

and quality control plan for the diversion Work. The Sewage Bypass and Pumping Plan shall include an emergency response plan indicating the procedures, equipment, and activities that will be implemented in the event of an emergency shutdown or failure of the flow diversion equipment used for construction. The Contractor shall be responsible for implementation of the emergency plan in accordance with 804-2 "Sewage Spill Prevention and Response Plan".

The Contractor's Sewage Bypass and Pumping Plan shall be reviewed and approved by the Wastewater Collection Division of the City before flow can be diverted. No deviation from the approved Sewage Bypass and Pumping Plan will be allowed without prior approval from the Engineer.

The Contractor shall observe and comply with all Federal, State, and local laws, ordinances, codes, orders, and regulations which in any manner affect the conduct of the work, specifically as it relates to sewage spills. The Contractor shall be fully responsible for preventing sewage spill(s), containing any sewage spill(s), recovery and legal disposal of any spilled sewage, any fines, penalties, claims and liability arising from negligently causing a sewage spill(s), and any violation of any law, ordinance, code, order, or regulation as a result of the spill(s).

The Contractor shall exercise care not to damage existing public and private improvements, interrupt existing services or facility operations which may cause a sewage spill(s). Any reasonably anticipated utility or improvement which is damaged by the Contractor shall be immediately repaired at the expense of the Contractor. In the event that the Contractor damages an existing utility or interrupts an existing service, which causes a sewage spill(s), the Contractor shall immediately call the emergency number at (619) 515-3525.

The Contractor shall exercise care not to damage any sensitive habitats or historic resources unless authorized via the discretionary permit and Mitigation, Monitoring and Reporting Program approved by the City.

The Contractor shall provide all facilities, labor, power, and appurtenances necessary to divert wastewater flows as necessary to allow proper installation of the pipeline and/or manhole linings.

The Contractor shall submit as part of their Sewage Bypass and Pumping Plan their monitoring procedure and frequency and shall continuously monitor the flow levels downstream and upstream of the flow diversion to detect any possible failure that may cause a sewage backup and spill(s). The Contractor shall maintain a log of the monitoring and provide daily copies to the Engineer in a manner acceptable to the Engineer.

The Contractor shall inspect and maintain the diversion system daily, including the back-up system. The Contractor shall submit with their Sewage Bypass and Pumping Plan their maintenance procedures and frequency. The Contractor shall maintain a log of all inspection, maintenance and repair records, and provide copies to the Engineer upon request in a manner acceptable to the Engineer.

The Contractor shall size the flow diversion system to handle the peak flow and shall include a 100% backup in the flow diversion system. The Contractor shall provide temporary means to maintain and handle the sewage flow in the existing system as required to complete the necessary construction. The Contractor shall utilize the flow diversion system to mitigate any additional wet weather flows, perform the necessary maintenance and repairs on the flow diversion system, and exercise and ensure the operation of the backup system. Each pump, including the backup pumps, shall be a complete unit with its own suction and discharge piping. The Contractor shall operate the backup flow

diversion system for a minimum of 25% of the total diversion time on a weekly basis. The backup flow diversion system shall be fully installed, operational, and ready for immediate use. The diversion system shall be hydraulically tested with clean water prior to wastewater flow diversion. The Contractor shall demonstrate to the satisfaction of the Engineer that both the primary and backup flow diversion systems are fully functional and adequate, and shall certify the same, in writing, to the Engineer in a manner acceptable to the Engineer.

The Contractor shall provide one dedicated fuel tank for every single pump or generator, if fuel or generator driven pumps are used. The Contractor shall provide an emergency standby power generator, if electric power driven pumps are used. The Contractor shall provide a fuel level indicator outside each fuel tank. The Contractor shall continuously (while in use) monitor the fuel level in the tanks and ensure that the fuel level does not drop below a level equivalent of two hours of continuous flow diversion system operation. The Contractor shall take the necessary measures to ensure the fuel supply is protected against contamination. This includes but is not limited to fuel line water traps, fuel line filters, and protecting fuel stores from precipitation. The Contractor shall monitor all hoses and repair leaks immediately.

804-2.2 Payment. Unless a Bid item has been provided, full compensation for the Sewage Bypass and Pumping Plan, its implementation e.g., labor, facilities, equipments, power, appurtenances and incidental, shall be included in the payment for sewer main.

SECTION 807 – RESOURCE DISCOVERIES

ADD: 807-1.1 Environmental Document. The City of San Diego Environmental Analysis Section (EAS) of the Development Services Department has prepared Mitgated Negative Declaration for Montezuma Trunk Sewer, DEP No. 2112, as referenced in the Contract Appendix. The Contractor shall comply with all requirements of the Mitgated Negative Declaration as set forth in Contract Appendix.

Unless a separate Bid item has been provided for compliance with the City's prepared environmental document e.g., MMRP, payment shall be included in the various Bid items.

807-1.2 Archeological and Native American Monitoring Program. To the City Supplement, DELETE in its entirety and SUBSTITUTE within the following:

Unless specified otherwise in the Contract Documents, the Contractor shall retain a qualified archaeologist approved by the City's Environmental Analysis Section (EAS). In addition to being approved by EAS, and within 5 working days of the bid opening, the Contractor must provide a list of 3 successful local projects the archaeologist completed in the last 5 years, and provide a current reference for each. The City shall verify the information provided and only qualified monitors shall be accepted. The archeologist shall retain the appropriate Native American representative. Archeologist and the Native American representative shall attend the pre-construction meeting. The areas shown on the Plans subject to monitoring are approximate. The archaeologist shall confirm the sites and implement the required monitoring per Contract Appendices.

If a discovery is made, the Contractor's archaeological monitor shall make a determination as to whether excavation in the area must cease or can continue. The time the Contractor waits for this determination from their monitor cannot be claimed as delay time.

SSP (Rev. June 2011) **67** | Page Unless included in the payment for the proposed item of Work e.g., utility main, the full compensation for archaeological and Native American monitoring program and report preparation, as prescribed in Contract Appendices, shall be included in the contract Bid item for archaeological and Native American monitoring program.

If any significant archaeological sites are known to exist in the project area, they will be shown in the Archaeological Data Recovery Program as part of Appendix A. In the event of a significant discovery, foreseen or unforeseen, and if no bid item for Archaeological and Native American Mitigation and Curation is included in the Contract, the Contractor shall be entitled to additional compensation in accordance with 3-3, "Extra Work", for implementation of a Mitigation Program as set forth in Contract Appendices.

807-1.3 Paleontological Monitoring Program. To the City Supplement, DELETE in its entirety and SUBSTITUTE within the following:

Unless specified otherwise in the Contract Documents, the Contractor shall retain a qualified paleontologist approved by EAS. In addition to being by approved by EAS, and within 5 working days of the bid opening, the Contractor must provide a list of 3 successful local projects the archaeologist completed in the last 5 years, and provide a current reference for each. The City shall verify the information provided and only qualified monitors shall be accepted. The paleontologist shall attend the pre-construction meeting. The areas shown on the Plans subject to monitoring are approximate. The paleontologist shall confirm the sites and implement the required monitoring in Contract Appendices.

Unless included in the payment for the proposed item of Work e.g., utility main, the full compensation for paleontological monitoring program and report preparation, as prescribed in Contract Appendices, shall be included in the Contract Bid item for paleontological monitoring program.

If a discovery is made, the Contractor's paleontological monitor shall make a determination as to whether excavation in the area must cease or can continue. The time the Contractor waits for this determination from their monitor cannot be claimed as delay time.

In the event of a significant discovery, and if no bid item for Paleontological Mitigation and Excavation is included in the Contract, the Contractor shall be entitled to additional compensation in accordance with 3-3, "Extra Work," for implementation of a Mitigation Program as set forth in Contract Appendices.

807-1.4 Archaeological and Native American Mitigation and Curation. To the City Supplement, DELETE in its entirety and SUBSTITUTE within the following:

In the event of a significant Native American or archaeological discovery foreseen or unforeseen and after consultation with EAS staff, the Contractor shall implement a mitigation program as set forth in Contract Appendices. In accordance with the Mitigation and Monitoring Reporting Program, the mitigation program shall include but not be limited to, preparation and implementation of an Archaeological Data Recovery Program (ADRP), recovery, sorting, cleaning, cataloging/identifying/analyzing, curation (bagging, placement into archival boxes, delivery to an appropriate institution, and any fees required by the institution), and reporting, of artifact remains. The Archaeological Principal Investigator (PI) as defined in the MMRP shall make a recommendation if all or a portion, (i.e. representative sample) of the items discovered need to be curated.

Work for mitigation shall be paid from the Allowance Bid item for Archaeological and Native American Mitigation and Curation. The Contractor shall provide the Engineer with invoices for the Work performed, including the invoice from the archaeological monitor in the format shown in the attached Appendix, and be reimbursed from the amount allocated.

If there is an ADRP or known site that is indicated in the Contract Documents, the payment shall be included in the Allowance Bid item for Archeological and Native American Mitigation and Curation.

END OF SUPPLEMENTARY SPECIAL PROVISIONS (SSP)

SSP (Rev. June 2011) Montezuma Trunk Sewer

APPENDIX A

Mitigated Negative Declaration



MITIGATED NEGATIVE DECLARATION

Project No. 240104 SCH# N/A

SUBJECT: Montezuma Trunk Sewer: CITY COUNCIL APPROVAL to replace approximately 1,910 linear feet (LF) (.36 Miles) of vitrified clay (VC) sewer main pipes. A portion of the replaced pipe would be replaced at the same depth and a portion at deeper than existing depths. The depth would range from 12-23 feet. The project would abandon 6,580 LF of existing vitrified clay (VC) sewer pipes and would be abandoned in place by injecting slurry or grout material into the abandoned pipelines. The project also includes the installation of 7,911 LF of new sewer main alignment ranging from a depth of 13 feet to a maximum depth of 34 feet. All trenching work would be conducted by conventional excavation (open trench) method, with some sewer mains and lateral work to be done using trenchless technology (directional drilling or similar) with receiving and launch pits. Related work would include replacement and re-installation of manholes, valves, new or replumb of sewer laterals, curb ramps, and other appurtenances, including traffic control during construction, street repair and resurfacing. Construction of the project would affect portions and the general vicinity of the following streets and areas: Montezuma Road, Fairmount Avenue, and Collwood Boulevard in the College and Mid-Cities Community Plan Areas in the City and County of San Diego, California. This site is not included on any government code listings of hazardous waste sites. Applicant: City of San Diego, Engineering and Capital Projects Department, Right-of-Way Design Division.Contact: Matthew DeBeliso

- I. PROJECT DESCRIPTION: See attached Initial Study.
- II. ENVIRONMENTAL SETTING: See attached Initial Study.

III. DETERMINATION:

The City of San Diego conducted an Initial Study which determined that the proposed project could have a significant environmental effect in the following areas(s): HISTORICAL RESOURCES (ARCHAEOLOGY) AND PALEONTOLOGICAL RESOURCES. The project proposal requires the implementation of specific mitigation identified in Section V of this Mitigated Negative Declaration (MND). The project as presented avoids or mitigates the potentially significant environmental effects identified, and the preparation of an Environmental Impact Report (EIR) would not be required.

IV. DOCUMENTATION:

The attached Initial Study documents the reasons to support the above Determination.

- V. MITIGATION, MONITORING AND REPORTING PROGRAM:
 - A. GENERAL REQUIREMENTS PART I Plan Check Phase (prior to permit issuance)
 - 1. Prior to the issuance 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, specification, details, etc.) to ensure the 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."
 - 3. 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:

http://www.sandiego.gov/development-services/industry/standtemp.shtml

- 4. 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)
 - 1. 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:

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**
- 2. MMRP COMPLIANCE: This Project, Project Tracking System (PTS) 240104, 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, 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.

- **3. 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. **Not Applicable for this project.**
- 4. MONITORING EXHIBITS: All consultants are required to submit, to RE and MMC, a monitoring exhibit on a 11x17 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 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.
- 5. 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/Note
General	Consultant Qualification Letters	Prior to Pre-construction meeting

General Consultant Const. Monitoring Prior to or at the Pre-Construction

meeting

Archaeology Archaeology Reports Archaeology observation
Paleontology Paleontology Reports Paleontology Observation
Final MMRP Final MMRP Inspection

HISTORICAL RESOURCES (ARCHAEOLOGY)

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

A. Entitlements Plan Check

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

B. Letters of Qualification have been submitted to ADD

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

II. Prior to Start of Construction

A. Verification of Records Search

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

B. PI Shall Attend Precon Meetings

1. Prior to beginning any work that requires monitoring; the Applicant shall arrange a Precon Meeting that shall include the PI, Native American consultant/monitor (where Native American resources may be impacted), Construction Manager (CM) and/or Grading Contractor, Resident Engineer (RE), Building Inspector (BI), if appropriate, and MMC. The qualified Archaeologist and Native American

Monitor shall attend any grading/excavation related Precon Meetings to make comments and/or suggestions concerning the Archaeological Monitoring program with the Construction Manager and/or Grading Contractor.

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

III. During Construction

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

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

B. Discovery Notification Process

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

C. Determination of Significance

- 1. The PI and Native American consultant/monitor, where Native American resources are discovered shall evaluate the significance of the resource. If Human Remains are involved, follow protocol in Section IV below.
 - a. The PI shall immediately notify MMC by phone to discuss significance determination and shall also submit a letter to MMC indicating whether additional mitigation is required.
 - b. If the resource is significant, the PI shall submit an Archaeological Data Recovery Program (ADRP) and obtain written approval of the program from MMC, CM and RE. ADRP and any mitigation must be approved by MMC, RE and/or CM before ground disturbing activities in the area of discovery will be allowed to resume. Note: If a unique archaeological site is also an historical resource as defined in CEQA Section 15064.5, then the limits on the amount(s) that a project applicant may be required to pay to cover mitigation costs as indicated in CEQA Section 21083.2 shall not apply.
 - (1). Note: For pipeline trenching and other linear projects in the public Right-of-Way, the PI shall implement the Discovery Process for Pipeline Trenching projects identified below under "D."
 - c. If the resource is not significant, the PI shall submit a letter to MMC

indicating that artifacts will be collected, curated, and documented in the Final Monitoring Report. The letter shall also indicate that that no further work is required.

- (1). Note: For Pipeline Trenching and other linear projects in the public Right-of-Way, if the deposit is limited in size, both in length and depth; the information value is limited and is not associated with any other resource; and there are no unique features/artifacts associated with the deposit, the discovery should be considered not significant.
- (2). Note, for Pipeline Trenching and other linear projects in the public Right-of-Way, if significance can not be determined, the Final Monitoring Report and Site Record (DPR Form 523A/B) shall identify the discovery as Potentially Significant.
- D. Discovery Process for Significant Resources Pipeline Trenching and other Linear Projects in the Public Right-of-Way

 The following procedure constitutes adequate mitigation of a significant discovery encountered during pipeline trenching activities or for other linear project types within the Public Right-of-Way including but not limited to excavation for jacking pits, receiving pits, laterals, and manholes to reduce impacts to below a level of significance:
 - 1. Procedures for documentation, curation and reporting
 - a. One hundred percent of the artifacts within the trench alignment and width shall be documented in-situ, to include photographic records, plan view of the trench and profiles of side walls, recovered, photographed after cleaning and analyzed and curated. The remainder of the deposit within the limits of excavation (trench walls) shall be left intact.
 - b. The PI shall prepare a Draft Monitoring Report and submit to MMC via the RE as indicated in Section VI-A.
 - c. The PI shall be responsible for recording (on the appropriate State of California Department of Park and Recreation forms-DPR 523 A/B) the resource(s) encountered during the Archaeological Monitoring Program in accordance with the City's Historical Resources Guidelines. The DPR forms shall be submitted to the South Coastal Information Center for either a Primary Record or SDI Number and included in the Final Monitoring Report.
 - d. The Final Monitoring Report shall include a recommendation for monitoring of any future work in the vicinity of the resource.

IV. Discovery of Human Remains

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

A. Notification

1. Archaeological Monitor shall notify the RE or BI as appropriate, MMC, and the PI, if the Monitor is not qualified as a PI. MMC will notify the appropriate Senior Planner in the Environmental Analysis Section (EAS) of the Development

- Services Department to assist with the discovery notification process.
- 2. The PI shall notify the Medical Examiner after consultation with the RE, either in person or via telephone.

B. Isolate discovery site

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

C. If Human Remains ARE determined to be Native American

- 1. The Medical Examiner will notify the Native American Heritage Commission (NAHC) within 24 hours. By law, **ONLY** the Medical Examiner can make this call.
- 2. NAHC will immediately identify the person or persons determined to be the Most Likely Descendent (MLD) and provide contact information.
- 3. The MLD will contact the PI within 24 hours or sooner after the Medical Examiner has completed coordination, to begin the consultation process in accordance with CEQA Section 15064.5(e), the California Public Resources and Health & Safety Codes.
- 4. The MLD will have 48 hours to make recommendations to the property owner or representative, for the treatment or disposition with proper dignity, of the human remains and associated grave goods.
- 5. Disposition of Native American Human Remains will be determined between the MLD and the PI, and, if:
 - a. The NAHC is unable to identify the MLD, OR the MLD failed to make a recommendation within 48 hours after being notified by the Commission, OR;
 - b. The landowner or authorized representative rejects the recommendation of the MLD and mediation in accordance with PRC 5097.94 (k) by the NAHC fails to provide measures acceptable to the landowner, THEN
 - c. To protect these sites, the landowner shall do one or more of the following:
 - (1) Record the site with the NAHC;
 - (2) Record an open space or conservation easement; or
 - (3) Record a document with the County.
 - d. Upon the discovery of multiple Native American human remains during a ground disturbing land development activity, the landowner may agree that additional conferral with descendants is necessary to consider culturally appropriate treatment of multiple Native American human remains. Culturally appropriate treatment of such a discovery may be ascertained from review of the site utilizing cultural and archaeological standards. Where the parties are unable to agree on the appropriate treatment measures the human remains and buried with Native American human remains shall be reinterred with appropriate dignity, pursuant to Section 5.c., above.

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

V. Night and/or Weekend Work

- A. If night and/or weekend work is included in the contract
 - 1. When night and/or weekend work is included in the contract package, the extent and timing shall be presented and discussed at the precon meeting.
 - 2. The following procedures shall be followed.
 - a. No Discoveries
 In the event that no discoveries were encountered during night and/or weekend work, the PI shall record the information on the CSVR and submit to MMC via fax by 8AM of the next business day.
 - b. Discoveries
 All discoveries shall be processed and documented using the existing procedures detailed in Sections III During Construction, and IV Discovery of Human Remains. Discovery of human remains shall always be treated as a significant discovery.
 - c. Potentially Significant Discoveries If the PI determines that a potentially significant discovery has been made, the procedures detailed under Section III - During Construction and IV-Discovery of Human Remains shall be followed.
 - d. The PI shall immediately contact the RE and MMC, or by 8AM of the next business day to report and discuss the findings as indicated in Section III-B, unless other specific arrangements have been made.
- B. If night and/or weekend work becomes necessary during the course of construction
 - 1. The Construction Manager shall notify the RE, or BI, as appropriate, a minimum of 24 hours before the work is to begin.
 - 2. The RE, or BI, as appropriate, shall notify MMC immediately.
- C. All other procedures described above shall apply, as appropriate.

VI. Post Construction

- A. Submittal of Draft Monitoring Report
 - 1. The PI shall submit two copies of the Draft Monitoring Report (even if negative), prepared in accordance with the Historical Resources Guidelines (Appendix C/D) which describes the results, analysis, and conclusions of all phases of the Archaeological Monitoring Program (with appropriate graphics) to MMC via the RE for review and approval within 90 days following the completion of monitoring. It should be noted that if the PI is unable to submit the Draft

Monitoring Report within the allotted 90-day timeframe as a result of delays with analysis, special study results or other complex issues, a schedule shall be submitted to MMC establishing agreed due dates and the provision for submittal of monthly status reports until this measure can be met.

- a. For significant archaeological resources encountered during monitoring, the Archaeological Data Recovery Program or Pipeline Trenching Discovery Process shall be included in the Draft Monitoring Report.
- b. Recording Sites with State of California Department of Parks and Recreation The PI shall be responsible for recording (on the appropriate State of California Department of Park and Recreation forms-DPR 523 A/B) any significant or potentially significant resources encountered during the Archaeological Monitoring Program in accordance with the City's Historical Resources Guidelines, and submittal of such forms to the South Coastal Information Center with the Final Monitoring Report.
- 2. MMC shall return the Draft Monitoring Report to the PI via the RE for revision or, for preparation of the Final Report.
- 3. The PI shall submit revised Draft Monitoring Report to MMC via the RE for approval.
- 4. MMC shall provide written verification to the PI of the approved report.
- 5. MMC shall notify the RE or BI, as appropriate, of receipt of all Draft Monitoring Report submittals and approvals.

B. Handling of Artifacts

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

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

PALEONTOLOGICAL RESOURCES

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

- A. Entitlements Plan Check
 - 1. Prior to permit issuance or Bid Opening/Bid Award, whichever is applicable, the Assistant Deputy Director (ADD) Environmental designee shall verify that the requirements for Paleontological Monitoring have been noted on the appropriate construction documents.
- B. Letters of Qualification have been submitted to ADD
 - 1. Prior to Bid Award, the applicant shall submit a letter of verification to Mitigation Monitoring Coordination (MMC) identifying the Principal Investigator (PI) for the project and the names of all persons involved in the paleontological monitoring program, as defined in the City of San Diego Paleontology Guidelines.
 - 2. MMC will provide a letter to the applicant confirming the qualifications of the PI and all persons involved in the paleontological monitoring of the project.
 - 3. Prior to the start of work, the applicant shall obtain approval from MMC for any personnel changes associated with the monitoring program.

II. Prior to Start of Construction

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

B. PI Shall Attend Precon Meetings

- 1. Prior to beginning any work that requires monitoring, the Applicant shall arrange a Precon Meeting that shall include the PI, Construction Manager (CM) and/or Grading Contractor, Resident Engineer (RE), Building Inspector (BI), if appropriate, and MMC. The qualified paleontologist shall attend any grading/excavation related Precon Meetings to make comments and/or suggestions concerning the Paleontological Monitoring program with the Construction Manager and/or Grading Contractor.
 - a. If the PI is unable to attend the Precon Meeting, the Applicant shall schedule a focused Precon Meeting with MMC, the PI, RE, CM or BI, if appropriate,

- prior to the start of any work that requires monitoring.
- 2. Acknowledgement of Responsibility for Curation (CIP or Other Public Projects)
 The applicant shall submit a letter to MMC acknowledging their responsibility for
 the cost of curation associated with all phases of the paleontological monitoring
 program.
- 3. Identify Areas to be Monitored
 - a. Prior to the start of any work that requires monitoring, the PI shall submit a Paleontological Monitoring Exhibit (PME) based on the appropriate construction documents (reduced to 11x17) to MMC for approval identifying the areas to be monitored including the delineation of grading/excavation limits. Monitoring shall begin at depths below 10 feet from existing grade or as determined by the PI in consultation with MMC. The determination shall be based on site specific records search data which supports monitoring at depths less than ten feet.
 - b. The PME shall be based on the results of a site specific records search as well as information regarding existing known soil conditions (native or formation).
 - c. MMC shall notify the PI that the PME has been approved.
- 4. When Monitoring Will Occur
 - a. Prior to the start of any work, the PI shall also submit a construction schedule to MMC through the RE indicating when and where monitoring will occur.
 - b. The PI may submit a detailed letter to MMC prior to the start of work or during construction requesting a modification to the monitoring program. This request shall be based on relevant information such as review of final construction documents which indicate conditions such as depth of excavation and/or site graded to bedrock, presence or absence of fossil resources, etc., which may reduce or increase the potential for resources to be present.
- 5. Approval of PME and Construction Schedule
 After approval of the PME by MMC, the PI shall submit to MMC written
 authorization of the PME and Construction Schedule from the CM.

III. During Construction

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

3. The monitor shall document field activity via the Consultant Site Visit Record (CSVR). The CSVR's shall be faxed by the CM to the RE the first day of monitoring, the last day of monitoring, monthly (Notification of Monitoring Completion), and in the case of ANY discoveries. The RE shall forward copies to MMC.

B. Discovery Notification Process

- 1. In the event of a discovery, the 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 can not 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 Weeekend Work

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

- 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.

VI. PUBLIC REVIEW DISTRIBUTION:

Draft copies or notice of this Mitigated Negative Declaration were distributed to:

City of San Diego:

Councilmember Emerald, District 7

Myra Herrmann, Senior Environmental Planner (MS 501)

Helene Deisher, Development Project Manager (MS 501)

Jerry Jakubauskas, Engineering and Capital Projects (MS 908A)

Matthew DeBeliso, Engineering and Capital Projects (MS 908A)

Central Library (MS 17)

City Heights/Weingart Branch Library (81G)

College-Rolando Branch Library (81I)

Historical Resources Board (87)

Other

San Diego Transit Corporation (112)

San Diego Gas and Electric (SDGE) (114)

San Diego Unified School District (125)

San Diego City Schools (132)

Carmen Lucas (206)

South Coastal Information Center @ San Diego University (210)

San Diego Archaeological Center (212)

Save Our Heritage Organization (214)

Ron Christman (215)

Louis Guassac (215A)

Clint Linton (215B)

San Diego County Archaeological Society (218)

Kumeyaay Cultural Heritage Preservation (223)

Kumeyaay Cultural Repatriation Committee (225)

Native American Distribution (225A-RR Public Notice only)

City Heights Business Improvement Association (285)

Rolando Community Council (288)

John Stump (304)

W. Anthony Fulton, Director, Facilities Planning and Management SDSU (455)

College Area Community Planning Board (456)

Malcolm A. Love Library (457)

VII. RESULTS OF PUBLIC REVIEW:

- () No comments were received during the public input period.
- () Comments were received but did not address the draft Mitigated Negative Declaration finding or the accuracy/completeness of the Initial Study. No response is necessary. The letters are attached.
- (x) Comments addressing the findings of the draft Mitigated Negative Declaration and/or accuracy or completeness of the Initial Study were received during the public input period. The letters and responses follow.

Copies of the draft **Mitigated Negative Declaration**, the Mitigation, Monitoring and Reporting Program and any Initial Study material are available in the office of the Entitlements Division for review, or for purchase at the cost of reproduction.

Myra Hermann, Senior Planner
Development Services Department

September 12, 2011
Date of Draft Report

October 6, 2011

Date of Final Report

Analyst: J. Szymanski

P. Lizzi

Attachments:

Figure 1

Initial Study Checklist

TA OIECO COCO

San Diego County Archaeological Society, Inc. Environmental Review Committee

18 September 2011

Mr. Philip Lizzi Development Services Department

City of San Diego 1222 First Avenue, Mail Station 501 San Diego, California 92101

Draft Mitigated Negative Declaration Montezuma Trunk Sewer Project No. 240104

I have reviewed the subject DMND on behalf of this committee of the San Diego County Archaeological Society. Abbergitz A – Mitigated Negative Declaration

Moutezman Lizzi:

Project:

Project:

Project:

Project:

Project:

Project:

Project:

Project:

Achaeological Social Socia

Based on the information contained in the initial study and DMND for the project, we concur with the mitigation measures incorporated in the DMND.

Thank you for providing this DMND to us for our review and comment.

Sincerely,

Crames W. Royle, Jr., Chairperson Environmental Review Committee

SDCAS President File ន

Responses

1. Comment noted. No response necessary.

P.O. Box 81106 • San Diego, CA 92138-1106 • (858) 538-0935

88 | Page

INITIAL STUDY CHECKLIST

- 1. Project Title/Project number: Montezuma Trunk Sewer / PTS 240104
- 2. Lead agency name and address: <u>City of San Diego, Development Services Department,</u> 1222 First Avenue, MS 501, San Diego, CA 92101
- 3. Contact person and phone number: <u>Jeff Szymanski, Associate Planner, 619-446-5324</u>
 <u>Phil Lizzi, Associated Planner, 619-446-5159</u>
- 4. Project location: Montezuma Road, Fairmount Avenue, and Collwood Boulevard in the College and Mid-Cities Community Plan Areas in the City and County of San Diego, California.
- 5. Project Applicant/Sponsor's name and address: <u>City of San Diego, E&CP Dept./ Matthew DeBeliso 600 B Street, Suite 800 (MS 908A) San Diego, CA 92101 (619) 533-5286</u>
- 6. General Plan designation: <u>Right-of-Way (surrounding Residential, Retail, Mixed Use, and Open Space designation)</u>
- 7. Zoning: Right-of-Way (surrounding RS-1-1, RS-1-2, RM-3-7, OR-1-1 zoning)
- 8. Description of project (Describe the whole action involved, including but not limited to, later phases of the project, and any secondary, support, or off-site features necessary for its implementation.): CITY COUNCIL APPROVAL to replace approximately 1.910 linear feet (LF) (.36 Miles) of vitrified clay (VC) sewer main pipes. A portion of the replaced pipe would be replaced at the same depth and a portion at deeper than existing depths. The depth would range from 12-23 feet. The project would abandon 6.580 LF of existing vitrified clay (VC) sewer pipes and would be abandoned in place by injecting slurry or grout material into the abandoned pipelines. The project also includes the installation of 7,911 LF of new sewer main alignment ranging from a depth of 13 feet to a maximum depth of 34 feet. All trenching work would be conducted by conventional excavation (open trench) method, with some sewer mains and lateral work to be done using trenchless technology (directional drilling or similar) with receiving and launch pits. Related work would include replacement and re-installation of manholes, valves, new or replumb of sewer laterals, curb ramps, and other appurtenances, including traffic control during construction, street repair and resurfacing.
- 9. Surrounding land uses and setting: Briefly describe the project's surroundings: The surrounding land use varies from single and multiple dwelling units, mixed-use retail/residential, retail and open space areas.
- 10. Other public agencies whose approval is required (e.g., permits, financing approval, or participation agreement.): <u>None.</u>

ENVIRONMENTAL FACTORS POTENTIALLY AFFECTED:

The environmental factors checked below would be potentially affected by this project, involving at least one impact that is a "Potentially Significant Impact" as indicated by the checklist on the following pages.

	Aesthetics		Greenhouse Gas Emissions		Population/Housing		
	Agriculture and Forestry Resources		Hazards & Hazardous Materia	als	Public Services		
	Air Quality		Hydrology/Water Quality		Recreation		
	Biological Resources		Land Use/Planning		Transportation/Traffic		
\boxtimes	Cultural Resources		Mineral Resources		Utilities/Service System		
	Geology/Soils		Noise		Mandatory Findings Significance		
DE T	TERMINATION: (To b	e comp	leted by Lead Agency)				
On t	he basis of this initial ev	aluation	ı:				
	The proposed project C NEGATIVE DECLAR		NOT have a significant effect will be prepared.	on the	environment, and a		
\boxtimes	will not be a significant	effect i	could have a significant effect in this case because revisions in proponent. A MITIGATED NE	in the pr	roject have been made		
	The proposed project MENVIRONMENTAL II		ve a significant effect on the e Γ REPORT is required.	nvironn	nent, and an		
	The proposed project MAY have a "potentially significant impact" or "potentially significant unless mitigated" impact on the environment, but at least one effect (a) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and (b) has been addressed by mitigation measures based on the earlier analysis as described on attached sheets. An ENVIRONMENTAL IMPACT REPORT is required.						
	Although the proposed project could have a significant effect on the environment, because all potentially significant effects (a) have been analyzed adequately in an earlier EIR or (MITIGATED) NEGATIVE DECLARATION pursuant to applicable standards, and (b) have been avoided or mitigated pursuant to that earlier EIR or (MITIGATED) NEGATIVE						

DECLARATION, including revisions or mitigation measures that are imposed upon the proposed project, nothing further is required. Less Than Less Than Potentially Significant Issue Significant with Significant No Impact Impact Mitigation Impact Incorporated AESTHETICS – Would the project: I) a) Have a substantial adverse effect on a scenic vista? X The utility project would not substantially affect a scenic vista since the sewer project would be located underground both in and out of the public right of way and would not be visible once constructed. In addition, no designated scenic vistas have been identified within the project's Area of Potential Affect (APE). b) Substantially damage scenic resources, including but not limited to, trees, rock outcroppings, and \boxtimes historic buildings within a state scenic highway? As stated in I.a the project would be located below grade and is not located within a scenic highway. There are no scenic resources such as trees, rock outcroppings or historic buildings with the project's APE. Therefore the project would not damage scenic resources. c) Substantially degrade the existing visual character or quality of the site П X and its surroundings? Please see La d) Create a new source of substantial light or glare that would adversely Xaffect day or nighttime views in the area? The proposed project is located below grade and would not have the potential to create light or glare impacts. AGRICULTURAL AND FOREST RESOURCES: In determining whether impacts to agricultural \mathbf{II} resources are significant environmental effects, lead agencies may refer to the California Agricultural Land Evaluation and Site Assessment Model (1997) prepared by the California Department of Conservation as an optional model to use in assessing impacts on agriculture and

farmland. In determining whether impacts to forest resources, including timberland, are significant

I	ssue	Potentially Significant Impact	Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
1	environmental effects, lead agencies mad Department of Forestry and Fire Protect the Forest and Range Assessment Project carbon measurement methodology prov Resources Board. – Would the project:	tion regarding ct and the Fore	rmation compil the state's inve est Legacy Asso	ntory of forest essment project	land, including ;; and forest
a)	Converts Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?				
	The proposed project is located within farmland by the Farmland Mappin surrounding the proposed project is farmland by the FMMP. Therefore, tuses.	g and Monit not in agric	oring Program ultural product	(FMMP). Sion and is no	Similarly, land t classified as
b)	Conflict with existing zoning for agricultural use, or a Williamson Act Contract?				
	Please see II.a				
c)	Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code section 1220(g)), timberland (as defined by Public Resources Code section 4526), or timberland zoned Timberland Production (as defined by Government Code section 51104(g))?	22			
	The public right of way and land sur Therefore, the utility project would no				
d)	Result in the loss of forest land or conversion of forest land to non-forest use?				\boxtimes
	The utility project is located within the	e developed pu	blic right of wa	ay and the land	surrounding it

Less Than

	Issue		Potentially Significant Impact	Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
		not designated forest land. Therefore.	ore, the projec		nvert forest lan	d to non-fores
(ex th in ag	volve other changes in the cisting environment, which, due to eir location or nature, could result conversion of Farmland to non-cricultural use or conversion of rest land to non-forest use?				
	th	o existing agricultural uses are loca e project. Therefore, the sewer r ricultural uses.				
III.	qual	QUALITY – Where available, the ity management or air pollution corminations - Would the project:	_		* *	
	a)	Conflict with or obstruct implementation of the applicable air quality plan?				
		Construction of the project could basin. However, construction e construction Best Management would reduce construction dust er	missions wou Practices (BM	ıld be tempora IPs), such as v	ary and finite	. In addition
		The project would primarily repl hydraulic basis/performance, and some laterals into the paved stre induce future growth that would implementation of project BMPs the project would not result in a co	I would aband et. The proje d result in ad during constr	lon existing se ct would not d ditional trips t uction and the	wer line in or irectly generate o these faciliti	der to redirecte additional or les. With the
8	b)	Violate any air quality standard or contribute substantially to an existing or projected air quality violation?				
		Please see III.a				
	c)	Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment				

				Less Than		
)	ssue		Potentially Significant Impact	Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
		under an applicable federal or state ambient air quality standard (including releasing emissions which exceed quantitative thresholds for ozone precursors)?		22001 PO2 2004		
		As described above, construction and other pollutants. Howeve implementation of BMPs would ra level less than significant. The considerable net increase of any attainment under applicable federal	r, constructi educe potentia erefore, the criteria poll	on emissions al impacts relate project would utant for whic	would be t ed to construct not result in h the project	emporary and ion activities to a cumulatively
	d)	Expose sensitive receptors to substantial pollutant concentrations?				\boxtimes
		Construction operations could to which could affect sensitive re emissions would be temporary a BMPs would reduce potential im Therefore, the project would reconcentrations.	ceptors adjace and it is antic apacts related	ent to the pro cipated that im to construction	pject. However plementation of activities to r	r, construction of construction ninimal levels.
	e)	Create objectionable odors affecting a substantial number of people?				\boxtimes
		Operation of construction equipm combustion. However, these odo would only remain temporarily i Therefore, the proposed project w affecting a substantial number of p	rs would diss n proximity t ould not creat	ipate into the a	atmosphere up	on release and tand vehicles.
IV, I	BIOI	OGICAL RESOURCES – Would	the project:			
		Have substantial adverse effects, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of				

Issue		Potentially Significant Impact	Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
	Fish and Game or U.S. Fish and Wildlife Service?				
	The project is located in an urba utility project does not have the policies or regulations.				
b)	Have a substantial adverse effect on any riparian habitat or other community identified in local or regional plans, policies, and regulations or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?				
	No sensitive habitats exist on-site	or within close	e proximity to the	ne project locat	ion.
c)	Have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act (including but not limited to marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?				
	The project is located in the develor within or adjacent to the project's l potential to impact these resources	boundaries. T	tht of way and wherefore, the pr	vetlands are no oject does not l	t located have the
v	Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?				
	The project would not result in adv As mentioned above this project is contain wildlife corridors.				

Less Than

	Issue		Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
	e)	Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?				
		The proposed project would not biological resources, such as a tre any sensitive biological resource sensitive trees. No impact would of	ee preservations and would	n policy or ordi	nance. The pro	oject area lacks
	f)	Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?	· 🔲			
		The project is not located in or dir (MHPA) or any other conservation potential to impact any habitat cor	n planning are	as. Therefore th		
V.	CU	JLTURAL RESOURCES – Would	l the project:			
	a)	Cause a substantial adverse change in the significance of an historical resource as defined in §15064.5?				
		The purpose and intent of the Hist Code (Chapter 14, Division 3, and restore the historical resources of 3 development within the City of Sa premises. CEQA requires that before must identify and examine the sign from that project. A project that mof a historical resource may have a 15064.5(b) and 21084.1). A substrelocation, or alteration activities, 15064.5(b)(1)). Any historical resources, i historically or culturally significant	Article 2) is to San Diego. The Diego when fore approving a price at a significant example a significant example antial adverse which would burce listed in a cluding arch	protect, preserve regulations ap a historical resounce, discretionary pose environmental estantial adverses affect on the environmental change is defining impair historical, or eligible to b	ve and, where coply to all properces are present rojects, the Least effects, which change in the ronment (Sectived as demolitical significance (et also in the Comment (sectived as demolitical significance (et also in the Comment (sectived as demolitical significance (et also and the Comment (sectived as demolitical significance (sectived as demolitical significance (sectived and section and section and section and section are section as demolitical significance (section and section and section and section and section are section as demolitical section and section are section and section and section are section as demolitical section are section as demolitical section are section as demolitical section and section are section as demolitical section are section as demolitical section are section as demolitical section and section are section as demolitical section are section as demolities are section as demolities are sect	lamaged, osed ot on the ad Agency on may result significance ons on, destruction, Sections California
		The project alignments are in area resources, and work with trenching		_		_

Issue Significant Significant with No Impact Impact Mitigation Impact Incorporated archaeological resources. Since the potential exists for cultural materials to be impacted and/or uncovered, an archaeological and Native American monitor would be required during trenching activities. Implementation of the mitigation requirements outlined in section V of the MMRP would reduce potential impacts to historical resources to below a level of significance, and would not result in a substantial adverse change to the significance of a historical resource. b) Cause a substantial adverse X change in the significance of an archaeological resource pursuant to §15064.5? Please see V. a. c) Directly or indirectly destroy a П \boxtimes unique paleontological resource or site or unique geologic feature? The project is underlain by the Linda Vista and Poway formations, which are categorized as having a moderate to high sensitivity for paleontological resources. The project would require trenching below the existing pipeline alignment to a depth of approximately 34 feet. Therefore, based on the sensitivity of the affected formation and the proposed excavation depths, the project could result in significant impacts to paleontological resources. To reduce this impact to below a level of significance, excavation within previously undisturbed formations at a depth of 10 or more feet would be monitored by a qualified paleontologist or paleontological monitor. Any significant paleontological resources encountered would be recovered and curated. Paleontological monitoring would be required and would reduce potential impacts to below a level of CEOA significance. d) Disturb and human remains, X П including those interred outside of formal cemeteries? Human remains have not been encountered in this particular area; however archaeological and Native American monitoring would be required during all construction related activities. If human remains are encountered, all provisions of the MMRP, the California Public Resources Code, and the California Health and Safety Code will be implemented to ensure the appropriate treatment of any burials or associated grave goods. GEOLOGY AND SOILS – Would the project:

Less Than

Significant

Less Than

Potentially

a) Expose people or structures to potential substantial adverse

VI.

Issue		Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
	fects, including the risk of ss, injury, or death involving:				
i)	Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42.				
	The project alignment is not loare a number of existing faults engineering design and utilizathat potential impacts in this cless than significant. Therefore remain less than significant.	within this ar tion of standar ategory based	ea. The project of construction property on regional geo	would utilize p oractices in ord logic hazards v	oroper ler to ensure would remain
ii)	Strong seismic ground shaking?				\boxtimes
	The proposed project would adverse effects, including the ground shaking. The design design and standard construct ground shaking would remain	e risk of loss of the propos ion practices	, injury, or dea ed project wou to ensure that the	ath involving ld utilize prop	strong seismic er engineering
iii)	Seismic-related ground failure, including liquefaction?				
	The design of the proposed proconstruction practices to ensur less than significant.				
iv)	Landslides?				\boxtimes
	The proposed project would no death involving landslides. The engineering design and standard	e design of the	proposed proje	ct would utiliz	e proper

I	ssue		Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
	impacts would be I	ess than sigr	nificant.	into i portate d		
	b) Result in substantial so or the loss of topsoil?	oil erosion				
	Construction of the prodisturbances to streets erosion or loss of topso	and alleys w	take place wi ould be repla	thin the develop seed in kind. Th	ed public right erefore there w	t of way and all ould be no soil
	c) Be located on a geolog soil that is unstable, or would become unstable result of the project, an potentially result in onsite landslide, lateral spubsidence, liquefaction collapse?	that as a d or off- oreading,				
	The project is located in designated the soil at the are defined as soil that possible. The design of standard construction puthan significant.	ne project loo have been so the propose	cation as beir o altered by u od project wo	ng Urban Develor Ban works that ald utilize prope	pped. Urban Do soil identifica er engineering	eveloped soils tion is not design and
d)	Be located on expansive so defined in Table 18-1-B of Uniform Building Code (19 creating substantial risks to property?	the 994),				
	The USDA Soil Survey made Developed. Urban Developed that soil identification is not engineering design and startimpacts would be less than	ped soils are of possible. To adard constr	defined as so The design of	il that have been the proposed pr	n so altered by oject would ut	urban works ilize proper
e)	Have soils incapable of ade supporting the use of septic alternative waste water disp systems where sewers are r available for the disposal of water?	tanks or posal not				
	The project is part of the C	ity's sewer :	system. As a	result, septic tar	nks or alternati	ve wastewater

L	ssue	Potentially Significant Impact	Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact					
	systems would not be used. There adequately support the use of septiresult.	_	ct with regard	_	-					
VII.	GREENHOUSE GAS EMISSIONS	- Would the pr	roject:							
a)	Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?									
	(CAPCOA) report "CEQA and Clima analysis would be required for submitton guideline as a conservative thresh	The City of San Diego is utilizing the California Air Pollution Control Officers Association (CAPCOA) report "CEQA and Climate Change" (CAPCOA 2009) to determine whether a GHG analysis would be required for submitted projects. The CAPCOA report references a 900 metric ton guideline as a conservative threshold for requiring further analysis and possible mitigation. This emission level is based on the amount of vehicle trips, the typical energy and water use associated with projects, and other factors.								
	CAPCOA identifies project types that GHG's annually. This 900 metric ton office space, 11,000 square feet of resupermarkets. Since the sewer and we not fit the categories listed above the determine the level of GHG emission spreadsheet program created by the Sto analyze construction related GHGs project's GHG emissions. The model project type and total project area) to equipment, haul trucks, and worker of the output of the model is carbon did	a threshold is retail, 50 resident ater project be project conducts. The Roadward acramento Mes (i.e. Carbon Intilizes project quantify GHG ommute trips a	oughly equivale atial units, and 6 ing considered in the cted an independant of the cted an independent of the cted and independent of the cted and was at information (expensions from associated with	nt to 36,000 sq, 300 square feed in this CEQA dident modeling Emissions Moduality Manages a utilized to que.g. total construction heavy-duty collinear constructions.	uare feet of et of ocument does analysis to edel is a ement District antify the fuction months, onstruction tion projects.					
	The Roadway Construction Emission demonstrated that during the 9 month 55.1 metric tons of CO2 in the first yearn other years. The output for the part Therefore, based upon the analysis sharing inficant CEQA Greenhouse gas in	ns of constructi ear, 193. metri roject falls well nowed above the	on the project we come of CO2 in the low the 900 me project would	yould produce and the second year metric ton per lessult in a less	approximately ar, and none in year figure.					
b)	Conflict with an applicable plan, policy, or regulation adopted for the purpose of reducing the emissions of greenhouse gases?									
	Please see VII.a. It is anticipated that	at the project v	would not confl	ict with any ap	plicable plans,					

Less Than Potentially Significant Less Than **Issue** Significant with Significant No Impact Impact Mitigation Impact Incorporated policies, or regulations related to greenhouse gases. VIII. HAZARDS AND HAZARDOUS MATERIALS – Would the project: a) Create a significant hazard to the public or the environment through \boxtimes routine transport, use, or disposal of hazardous materials? Construction of the project may require the use of hazardous materials (fuels, lubricants, solvents, etc.), which would require proper storage, handling, use and disposal; however, the project would not routinely transport, use or dispose of hazardous materials. Therefore, the project would not create a significant hazard to the public or environment. b) Create a significant hazard to the public or the environment through reasonably foreseeable upset and X accident conditions involving the release of hazardous materials into the environment? The project alignment traverses properties which contain Leaking Underground Storage Tank (LUST) cleanup sites and permitted USTs, and other cleanup sites that are located within 1,000 feet of the project alignment. As such, the project would incorporate project design features, as well as incorporate specifications for construction to meet the local, state and federal requirements to address such hazardous materials should they be discovered during construction. Impacts would remain less than significant. c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste X within one-quarter mile of an existing or proposed school? Schools are located within a quarter mile of the project alignment but would not be directly affected by hazardous emissions that could be released if encountered during trenching activities within the project right-of-way. As noted in VIII.b, construction documents include specific protocols to be followed-pursuant to County requirements-should any hazardous conditions be encountered. Impacts would remain less than significant. d) Be located on a site which is included on a list of hazardous materials sites compiled pursuant to X Government Code Section 65962.5 and, as a result, would it create a

			Less Than		
1	ssue	Potentially Significant Impact	Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
	significant hazard to the public or the environment?		into portuo		
	The project alignment is not included Government Code Section 65962.5. I located within 1,000 feet of the project into the contract specifications to add construction related activities in according to the contract specifications.	However, sevent alignment. Some	ral leaking unde Specific measure minated soils er	rground storages have been in	ge tanks are corporated ing
e)	For a project located within an airport land use plan or, where such a plan has not been adopted, within two mile of a public airport or public use airport, would the project result in a safety hazard for people residing or working in the project area?				
	The project is not located within the land use plan pending adoption. The and is located below ground surface would create a flight hazards.	project is not	located within	the flight path	of any airport
f)	For a project within the vicinity of a private airstrip, would the project result in a safety hazard for people residing or working in the project area?				
	The project is not located within 2 min below ground surface and therefore whazards.				
g)	Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?				
	Construction of the project would ten and its adjoining roads. However, a during construction which would allow would not physically interfere with evacuation plan.	an approved of weight approved of the second	Fraffic Control plans to be emp	Plan would be loyed. Therefo	e implemented ore, the project
h)	Expose people or structures to a				\boxtimes
					14

1	ssue	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact		
	significant risk of loss, injury or death involving wildland fires, including where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands?						
	The project is located in the developed not contain wildlands that could pose infrastructure project would not intro	a threat of wi	ldland fires. Ad	ditionally, the	proposed sewer		
IX.	HYDROLOGY AND WATER QUA	LITY - Would	l the project:				
a)	Violate any water quality standards or waste discharge requirements?				\boxtimes		
	Potential impacts to existing water quality standards associated with the proposed project would include minimal short-term construction-related erosion/sedimentation and no long term operational storm water discharge. Conformance to BMPs outlined in the approved Water Pollution Control Plan (WPCP) and conformance with the City's Stormwater Regulations would prevent or effectively minimize short-term water quality impacts. Therefore, the proposed project would not violate any existing water quality standards or discharge requirements.						
b)	Substantially deplete groundwater supplies or interfere substantially with groundwater recharge such that there would be a net deficit in aquifer volume or a lowering of the local groundwater table level (e.g., the production rate of pre-existing nearby wells would drop to a level which would not support existing land uses or planned uses for which permits have been granted)?						
	The proposed project does not propo not introduce a substantially large ar interfere with groundwater recharge deplete groundwater supplies or interfere	nount of new Therefore, th	impervious sur	faces over gro ject would no	und that could of substantially		
c)	Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, in a manner, which would result in				\boxtimes		

L	ssue	Potentially Significant Impact	Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact		
	substantial erosion or siltation on- or off-site?		incorporated				
	The proposed project is located below the surface of the developed public right of way within paved streets. Upon completion of the installation of the sewer lines the streets would be returned to their preexisting conditions. Therefore the project would not substantially alter an existing drainage patterns.						
d)	Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, or substantially increase the rate or amount of surface runoff in a manner, which would result in flooding on- or off-site?						
	Please see IX.c.						
e)	Create or contribute runoff water, which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff?						
	Conformance to BMPs outlined in the approved WPCP and compliance with the City Stormwater Regulations would prevent or effectively minimize short-term construction runoff impacts. Therefore, the utility project would not contribute runoff water that would exceed the capacity of existing storm water systems.						
f)	Otherwise substantially degrade water quality?				\boxtimes		
	Conformance to BMPs outlined in the approved WPCP to be prepared for the project and compliance with the City's Stormwater Regulations would prevent or effectively minimize short-term water quality impacts and would preclude impacts to water quality.						
g)	Place housing within a 100-year flood hazard area as mapped on a federal Flood Hazard Boundary or Flood Insurance Rate Map or other flood hazard delineation map?				\boxtimes		

Less Than

	Issue		Potentially Significant Impact	Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact		
		The project does not propose constru	ction of any ne					
	h)	Place within a 100-year flood hazard area, structures that would impede or redirect flood flows?						
		The project does not propose any new hazard areas.	v structures tha	at would be loca	ted in the 100-	year flood		
	i)	Expose people or structures to a significant risk of loss, injury or death involving flooding, including flooding as a result of the failure of a levee or dam?						
		The project would not include any new project features that would increase the risk associate with flooding beyond those of the existing conditions.						
	j)	Inundation by seiche, tsunami, or mudflow?						
		The project would not include any new project features that would increase the risk associated with seiche, tsunami, or mudflow beyond those of the existing conditions.						
X.	K. LAND USE AND PLANNING – Would the project:							
	a)	Physically divide an established community?				\boxtimes		
		Implementation of the project would involve replacing and installing utility infrastructure and would not introduce any features that could divide an established community.						
	b)	Conflict with any applicable land use plan, policy, or regulation of an agency with jurisdiction over the project (including but not limited to the general plan, specific plan, local coastal program, or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect?						
		The project is consistent with all appl	icable land use	e plans, policies	, or regulation	s of an agency		

Ι	ssue	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact		
	with jurisdiction over the project and would not conflict with any land use plans.						
c)	Conflict with any applicable habitat conservation plan or natural community conservation plan?						
	The project is located entirely within adjacent to areas covered by conserwould occur.						
XI.	MINERAL RESOURCES – Would the	ne project?					
a)	Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?						
	The areas surrounding the project a Similarly, these areas surrounding the resources on the City of San Diego (not result in the loss of availability of	project site a General Plan I	re not designate Land Use Map.	ed for the recov	very of mineral		
b)	Result in the loss of availability of a locally important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan?						
	The areas surrounding the project alignment is not designated for the recovery of minera resources on the City of San Diego General Plan Land Use Map. Therefore, the project would not result in the loss of availability of a locally important mineral resource recovery site.						
XII.	NOISE – Would the project result in:	:					
a)	Exposure of persons to, or generation of, noise levels in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?						
	The development of the project would generate noise from construction which would be temporary and transitory in nature. Therefore, people would not be exposed to noise levels in						

I	ssue	Potentially Significant Impact	Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
	excess of any noise regulations.				
b)	Exposure of persons to, or generation of, excessive ground borne vibration or ground borne noise levels?				\boxtimes
	Please see XII.a.				
c)	A substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project?				\boxtimes
	Please see XII.a.				
d)	A substantial temporary or periodic increase in ambient noise levels in the project vicinity above existing without the project?				\boxtimes
	Construction of the project would rest the project vicinity. However, base surrounding noise levels in the area ambient noise would be less than sign	d upon the t resulting fro	ransitory natur	e of the utilit	y project and
e)	For a project located within an airport land use plan, or, where such a plan has not been adopted, within two miles of a public airport or public use airport would the project expose people residing or working in the area to excessive noise levels?				
	The project is not located within the bland use plan pending adoption. Furt features that would expose people relevels beyond those associated with when the project is not located within the bland use plan pending adoption.	hermore, the esiding or wor	sewer project wrking in the pro	ould not intro	duce any new
f)	For a project within the vicinity of a private airstrip, would the project expose people residing or working in the project area to excessive noise levels?				

Potentially Significant Less Than Issue Significant with Significant No Impact Impact Mitigation Impact **Incorporated** The project is not located within proximity to a public or private airstrip. Furthermore, the project would not introduce any new features that would expose people residing or working in the project area to excessive noise levels beyond those associated with existing conditions. No impacts would result. XIII. POPULATION AND HOUSING – Would the project: a) Induce substantial population growth in an area, either directly (for example, by proposing new M homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)? The utility project would replace and install new sewer infrastructure. The upgrade of the sewer lines is intended to improve currently outdated sewer system in order to keep up with current demand. The project would not extend any existing roadways into an undeveloped area or introduce any new roadways that could induce growth. Therefore, the project would not induce substantial population growth. b) Displace substantial numbers of existing housing, necessitating the \boxtimes construction of replacement housing elsewhere? The project would replace and upgrade utility infrastructure and would not result in the displacement of any existing housing, or otherwise affect existing housing in any way that would necessitate the construction of replacement housing. c) Displace substantial numbers of people, necessitating the П П X construction of replacement housing elsewhere? The project would replace and upgrade utility infrastructure and would not result in the displacement of any existing housing or other structures, or otherwise affect existing housing or other structures in any way that would result in the displacement of any people. XIV. PUBLIC SERVICES a) Would the project result in

Less Than

new or physically altered

substantial adverse physical impacts associated with the provisions of

				Less I han		
J	ssue		Potentially Significant Impact	Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
	new or governi constru signific in order service other po	mental facilities, need for physically altered mental facilities, the ction of which could cause ant environmental impacts, to maintain acceptable rations, response times or erformance objectives for the public services:		incorporated		
	i)	Fire Protection				\boxtimes
	inst	project would not physica allation of utility infrastructurices.				
	ii)	Police Protection				\boxtimes
	inst	project would not physicall allation of utility infrastructurices.				_
	iii)	Schools				\boxtimes
	incl	project would not physicallude construction of future hools in the area.				
	v)]	Parks				\boxtimes
		project would not physically and for new parks or other rec		·	the project wo	ould not create
	vi) (Other public facilities				\boxtimes
		project would not increase the				
XV_{\odot}	RECR	EATION –				
a)	of existi regional facilities	he project increase the use ng neighborhood and parks or other recreational s such that substantial deterioration of the facility				\boxtimes

I	ssue would occur or be accelerated?	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
	Implementation of the utility proje improved infrastructure would not facilities in the area or induce future. The project would not directly gene future growth that would result in a would not increase the use of exdeterioration of the facility would occur.	directly generate additional trip kisting recreate	rate additional rould result in acult in acutt in acut in acutt in	trips to existing trips of the control of trips	ng recreational to the facilities areas or induce ore, the project
b)	Does the project include recreational facilities or require the construction or expansion of recreational facilities, which might have an adverse physical effect on the environment?				\boxtimes
WXII 1	The project would replace and in construction of recreational facilities facilities.	s or require th	he construction	and does no or expansion	ot include the of recreational
	Conflict with an applicable plan, ordinance or policy establishing measures of effectiveness for the performance of the circulation system, taking into account all modes of transportation including mass transit and non-motorized travel and relevant components of the circulation system, including but not limited to intersections, streets, highways and freeways, pedestrian and bicycle paths, and mass transit?	uld the project			
	Construction of the project would ten and its adjoining roads. However, a during construction so that traffic circ project would not result in an increase capacity.	an approved a ulation would	Fraffic Control not be substanti	Plan would be ally impacted.	e implemented Therefore, the
b)	Conflict with an applicable congestion management program, including, but not limited to level of				

			Less I han		
I	ssue	Potentially Significant Impact	Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
	service standards and travel demand measures, or other standards established by the county congestion management agency for designated roads or highways?		Incorporated		
	Construction of the project would ten and its adjoining roads. However, during construction so that traffic wo	an approved	Traffic Control	Plan would b	e implemented
c)	Result in a change in air traffic patterns, including either an increase in traffic levels or a change in location that results in substantial safety risks?				\boxtimes
	The project does not include any ta patterns or introduce new safety hazar			that could a	ffect air traffic
d)	Substantially increase hazards due to a design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?				
	The project was designed to meet C levels of safety.	City design sta	andards and, the	erefore, would	meet existing
e)	Result in inadequate emergency access?				\boxtimes
	Construction of the project would tem and its adjoining roads. However, an during construction so that there would	approved Tra	ffic Control Plan	ı would be imp	project's APE elemented
f)	Conflict with adopted policies, plans, or programs regarding public transit, bicycle, or pedestrian facilities, or otherwise decrease the performance or safety of such facilities?				\boxtimes
	The project once completed would be conflict with any alternative transports		ow grade and de	oes not have t	he potential to

Is	ssue	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
XVII.	UTILITIES AND SERVICE SYSTE	MS – Would t			
a)	Exceed wastewater treatment requirements of the applicable Regional Water Quality Control Board?				
	The project would facilitate the treatr of the Regional Water Quality Contro		vater and would	l not exceed th	e requirements
b)	Require or result in the construction of new water or wastewater treatment facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?				
	The project would facilitate the tre construction of any new wastewater tr			fore, would n	ot require the
c)	Require or result in the construction of new storm water drainage facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?				
	The project would not result in exp substantial quantities of runoff which Therefore, the project would not requ or expansion of existing facilities.	ch would req	uire new or ex	kpanded treatr	nent facilities.
	Have sufficient water supplies available to serve the project from existing entitlements and resources, or are new or expanded entitlements needed?				
	The project would replace existing se and permanent water source, and there				
ŕ	Result in a determination by the wastewater treatment provided which serves or may serve the project that it has adequate capacity				

I	ssue	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
	to serve the project's projected demand in addition to the provider's existing commitments?				
	The project would not generate wastewater treatment provider.	wastewater and	l, therefore, w	ould not impa	act an existing
f)	Be served by a landfill with sufficient permitted capacity to accommodate the project's solid waste disposal needs?				
	Construction of the project would list This waste would be disposed of in pertaining to solid waste including Materials able to be recycled shall be of the project would not generate was the landfill serving the project area.	conformance very permitting cape done to local	with all applical acity of the lan standards regula	ble local and s dfill serving thating such active	tate regulations ne project area. vity. Operation
g)	Comply with federal, state, and local statutes and regulation related to solid waste?				
	Any solid waste generated during coof in accordance with all applicable I				ed or disposed
XVIII.	MANDATORY FINDINGS OF SIG	NIFICANCE -	â.		
a)	Does the project have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?				
	The project is located within the dev	eloped public 1	ight of way and	d is not located	in or adjacent

to wildlife preserves. With respect to archaeological resources, the utility project is located

Less Than Potentially Significant Less Than Issue Significant with Significant No Impact Impact Mitigation Impact Incorporated adjacent to an area known to contain significant historical/archaeological resources and construction activities associated with the project have the potential to impact buried archaeological resources. Therefore, mitigation and monitoring would be required. Please see V.a for the related discussion. With respect to paleontological fossil resource potential, the Linda Vista and Poway formations are assigned a moderate to high sensitivity. The utility project is located in an area known to contain significant paleontological resources and construction activities associated with the project have the potential to impact buried paleontological resources. Therefore, mitigation and monitoring would be required. Please see V.c for the related discussion. Implementation of the project features and mitigation measures outlined in Section V of the MND would reduce the potential impacts historical and paleontological resources to below a level of significance for this project. b) Does the project have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when \boxtimes viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable futures projects)? When viewed in connection with the effects of other projects in the College area, construction trenching has the potential to impact archeological and paleontological resources which could incrementally contribute to a cumulative loss of non-renewable resources. However, with implementation of the mitigation measures in Section V of the MND, this incremental impact would be reduced to below a level of significance. c) Does the project have environmental effects, which will cause substantial adverse effects on П X human beings, either directly or indirectly? As stated previously, potentially significant impacts have been identified for Archaeological and Paleontological Resources. However, a mitigation program has been incorporated which would

reduce potential impacts to archaeological and/or paleontological resources to below a level of

significance.

INITIAL STUDY CHECKLIST

REFERENCES

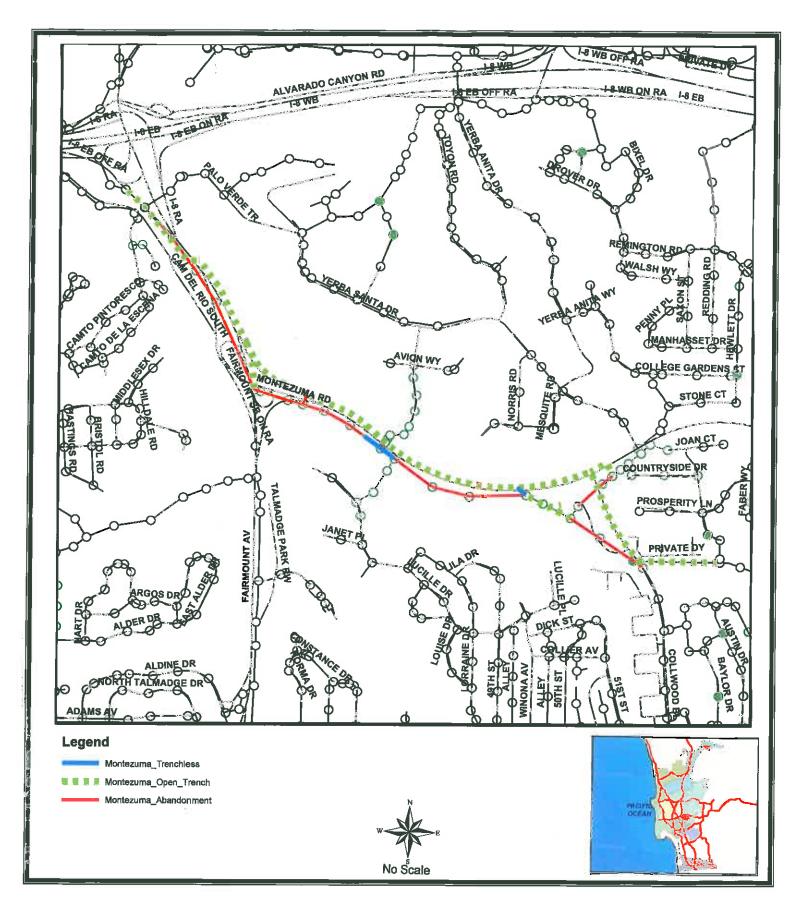
I.	AESTHETICS / NEIGHBORHOOD CHARACTER
<u>X</u>	City of San Diego General Plan.
<u>X</u>	Community Plan.
	Local Coastal Plan.
II.	AGRICULTURAL RESOURCES & FOREST RESOURCES
<u>X</u>	City of San Diego General Plan.
<u>X</u>	U.S. Department of Agriculture, Soil Survey - San Diego Area, California, Part I and II, 1973.
	California Agricultural Land Evaluation and Site Assessment Model (1997)
	Site Specific Report:
III.	AIR QUALITY
	California Clean Air Act Guidelines (Indirect Source Control Programs) 1990.
<u>X</u>	Regional Air Quality Strategies (RAQS) - APCD.
_	Site Specific Report:
IV.	Biology
<u>X</u>	City of San Diego, Multiple Species Conservation Program (MSCP), Subarea Plan, 1997
<u>X</u>	City of San Diego, MSCP, "Vegetation Communities with Sensitive Species and Vernal Pools" Maps, 1996.
X	City of San Diego, MSCP, "Multiple Habitat Planning Area" maps, 1997.
_	Community Plan - Resource Element.
	California Department of Fish and Game, California Natural Diversity Database, "State
	and Federally-listed Endangered, Threatened, and Rare Plants of California," January
	2001.

-	California Department of Fish & Game, California Natural Diversity Database, "State
	and Federally-listed Endangered and Threatened Animals of California," January 2001.
	City of San Diego Land Development Code Biology Guidelines.
	Site Specific Report:
V.	CULTURAL RESOURCES (INCLUDES HISTORICAL RESOURCES)
<u>X</u>	City of San Diego Historical Resources Guidelines.
<u>X</u>	City of San Diego Archaeology Library.
	Historical Resources Board List.
	Community Historical Survey:
<u></u>	Site Specific Report:
VI.	GEOLOGY/SOILS
<u>X</u>	City of San Diego Seismic Safety Study.
_	U.S. Department of Agriculture Soil Survey - San Diego Area, California, Part I and II,
	December 1973 and Part III, 1975.
	(http://websoilsurvey.nrcs.usda.gov/app/HomePage.htm).
	Site Specific Report:
VII.	GREENHOUSE GAS EMISSIONS
<u>X</u>	Site Specific Report: 'Roadway Construction Emissions Model prepared for
	Montezuma Trunk Sewer dated June 21, 2011.
VIII.	HAZARDS AND HAZARDOUS MATERIALS
X	San Diego County Hazardous Materials Environmental Assessment Listing
	San Diego County Hazardous Materials Management Division
	FAA Determination
	State Assessment and Mitigation, Unauthorized Release Listing, Public Use Authorized.
	Airport Land Use Compatibility Plan.
	Site Specific Report:

IX.	Hydrology/Water Quality
<u>X</u>	Flood Insurance Rate Map (FIRM).
	Federal Emergency Management Agency (FEMA), National Flood Insurance Program
	Flood Boundary and Floodway Map.
	Clean Water Act Section 303(b) list, http://www.swrcb.ca.gov/tmdl/303d_lists.html).
-	Site Specific Report:
х.	LAND USE AND PLANNING
<u>X</u>	City of San Diego General Plan.
<u>X</u>	Community Plan.
<u>X</u>	Airport Land Use Compatibility Plan
<u>X</u>	City of San Diego Zoning Maps
	FAA Determination
XI.	MINERAL RESOURCES
_	California Department of Conservation - Division of Mines and Geology, Mineral Land
	Classification.
	Division of Mines and Geology, Special Report 153 - Significant Resources Maps.
	California Geological Survey - SMARA Mineral Land Classification Maps.
	Site Specific Report:
XII.	Noise
X	Community Plan
_	San Diego International Airport Master Plan CNEL Maps.
	MCAS Miramar ACLUP
	Brown Field Airport Master Plan CNEL Maps.
	Montgomery Field CNEL Maps.
	San Diego Association of Governments - San Diego Regional Average Weekday Traffic
	Volumes.
	San Diego Metropolitan Area Average Weekday Traffic Volume Maps, SANDAG.
<u>X</u> _	City of San Diego General Plan.

-	Site Specific Report:
XIII.	PALEONTOLOGICAL RESOURCES
<u>X</u>	City of San Diego Paleontological Guidelines.
	Deméré, Thomas A., and Stephen L. Walsh, "Paleontological Resources City of San
	Diego," Department of Paleontology San Diego Natural History Museum, 1996.
<u>X</u>	Kennedy, Michael P., and Gary L. Peterson, "Geology of the San Diego Metropolitan
	Area, California. Del Mar, La Jolla, Point Loma, La Mesa, Poway, and SW 1/4
	Escondido 7 1/2 Minute Quadrangles," California Division of Mines and Geology
	Bulletin 200, Sacramento, 1975.
	Kennedy, Michael P., and Siang S. Tan, "Geology of National City, Imperial Beach and
	Otay Mesa Quadrangles, Southern San Diego Metropolitan Area, California," Map Sheet
	29, 1977.
 3	Site Specific Report:
XIV.	Population / Housing
<u>X</u>	City of San Diego General Plan.
<u>X</u>	Community Plan.
	Series 11 Population Forecasts, SANDAG.
	Other:
XV.	Public Services
<u>X</u>	City of San Diego General Plan.
<u>X</u>	Community Plan.
XVI.	RECREATIONAL RESOURCES
<u>X</u>	City of San Diego General Plan.
<u>X</u>	Community Plan.
	Department of Park and Recreation
	City of San Diego - San Diego Regional Bicycling Map
	Additional Resources:

XVII.	Transportation / Circulation
<u>X</u>	City of San Diego General Plan.
<u>X</u>	Community Plan.
	San Diego Metropolitan Area Average Weekday Traffic Volume Maps, SANDAG.
	San Diego Region Weekday Traffic Volumes, SANDAG.
	Site Specific Report:
XVIII.	UTILITIES
<u>X</u>	City of San Diego General Plan.
<u>X</u>	Community Plan.
_	Site Specific Report:
XIX.	WATER CONSERVATION
	City of San Diego General Plan.
	Community Plan.
	Sunset Magazine, New Western Garden Book. Rev. ed. Menlo Park, CA: Sunset
	Magazine.
	Site Specific Report:



Appendix A – Mitigated Negative Declaration - Montezuma Trunk Sewer

Montezuma Trunk Sewer

Location Map

Environmental Analysis Section Project No. 240104 CITY OF SAN DIEGO · DEVELOPMENT SERVICES 120 | Page

Figure 1

APPENDIX B

Sample City Invoice

City of	San Diego, Field Engineering Div	., 9485 Aero	Drive, S	SD CA 92123		Contract	or's Name:				
Project		,				Contract	Contractor's Address:				
SAP No	o. (WBS/IO/CC):										
	rchase Order No. :					Contract	or's Phone	#:		Invoice No.	
	Resident Engineer (RE):						ntractor's Fax #: Invoice Date:				
RE Pho		RE Fax#:				Contact N	Vamas		Billing P	oriod:	
KE FIIC	ine#:	ке гах#:	Contro	ct Authorizati	on		Estimate	This F	stimate	Totals t	o Doto
Item #	Item Description	Unit	Qty	Price	Extension		Amount			% / QTY	Amount
1	2 Parallel 4" PVC C900	LF	1,380	\$34.00	\$46,920.00	,	rimount	707 QII	Timount	707 Q11	Timount
	48" Primary Steel Casing	LF	500	\$1,000.00	\$500,000.00						
3	2 Parallel 12" Secondary Steel	LF	1,120	\$53.00	\$59,360.00						
4	Construction and Rehab of PS 49	LS	1	\$150,000.00	\$150,000.00						
5	Demo	LS	1	\$14,000.00	\$14,000.00						
6	Install 6' High Chain Link Fence	LS	1	\$5,600.00	\$5,600.00						
7	General Site Restoration	LS	1	\$3,700.00	\$3,700.00						
8	10" Gravity Sewer	LF	10	\$292.00	\$2,920.00						
9	4" Blow Off Valves	EA	2	\$9,800.00	\$19,600.00						
10	Bonds	LS	1	\$16,000.00	\$16,000.00						
11	Field Orders	AL	1	80,000	\$80,000.00						
11.1	Field Order 1	LS	5,500	\$1.00	\$5,500.00						
11.2	Field Order 2	LS	7,500	\$1.00	\$7,500.00						
11.3	Field Order 3	LS	10,000	\$1.00	\$10,000.00						
11.4	Field Order 4	LS	6,500	\$1.00	\$6,500.00						
12	Certified Payroll	LS	1	\$1,400.00	\$1,400.00						
	CHANGE ORDERS										
Change	Order 1	4,890									
Items 1					\$11,250.00						
Item 5-	Deduct Bid Item 3	LF	120	-\$53.00	(\$6,360.00)						
Change	Order 2	160,480									
Items 1	-3				\$95,000.00						
	Deduct Bid Item 1	LF	380	-\$340.00	(\$12,920.00)						
	Encrease bid Item 9	LF	8	\$9,800.00	\$78,400.00						
	Order 3 (Close Out)	-121,500									
	Deduct Bid Item 3	T. C.	53	-500.00	(\$26,500.00)						
	Deduct Bid Item 4	LS	-1	45,000.00	(\$45,000.00)						
Items 3	-) 	-	1	-50,500.00	(\$50,500.00)	-	-	Total			
	SUMMARY							This	\$ -	Total Billed	\$0.00
A. Orio	inal Contract Amount						Ref	ention and	d/or Escr	ow Payment Sche	dule
B. Approved Change Order 1 Thru 3		<u> </u>								this billing	
	l Authorized Amount (A+B)	<u> </u>									
	l Billed to Date				Previous Retention Withheld in PO or in Escrow Add'l Amt to Withhold in PO/Transfer in Escrow:						
-						Add'l Amt to Withhold in PO/Transfer in Escrow: Amt to Release to Contractor from PO/Escrow:					
	Total Retention (5% of D)						Amt to Re	iease to Co	ontractor fi	rom PO/Escrow:	
	Total Previous Payments					Cantina	C:		4		
	ment Due Less Retention					Contract	or Signatui	re and Dat	te:	-	I
H. Ren	naining Authorized Amount										

APPENDIX C

Preformed Loop Construction

PREFORMED LOOP CONSTRUCTION

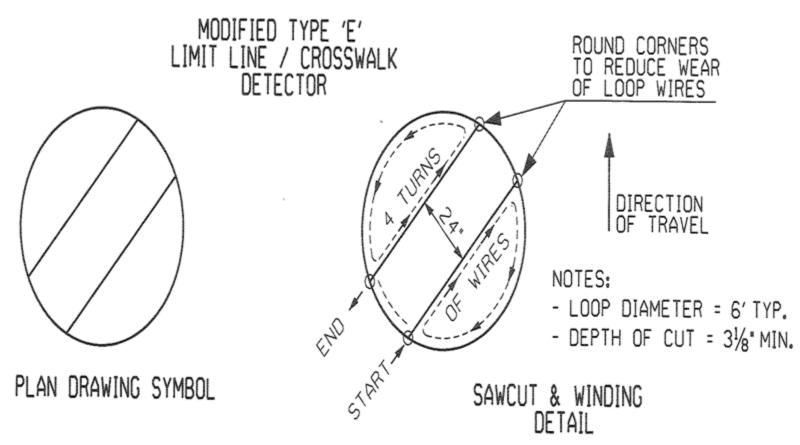


FIGURE 1 - TYPE 'E' MODIFIED LOOP

APPENDIX D				
Agreement for Application of Emulsion-Aggregate Slurry				

AGREEMENT FOR APPLICATION OF EMULSION-AGGREGATE SLURRY

RELATED TO MONTEZUMA TRUNK SEWER

THIS Agreement for Application of Emulsion-Aggregate Slurry Related to **Montezuma Trunk Sewer** [Agreement] is made and entered into by and between the City of San Diego [City] and Montezuma Trunk Sewer] [Contractor] (collectively referred to herein as "the Parties").

RECITALS

- A. WHEREAS, on or about [*Insert date*], the City and the Contractor entered into an agreement for the construction of **Montezuma Trunk Sewer** [Contract], SAP No. WBS No. <u>S-00332</u>.
- B. WHEREAS, in accordance with the terms of the Contract, the City and the Contractor agreed that the slurry sealing work described in Section 302-4, *Emulsion-Aggregate Slurry* and 600-3, *Rubberized Emulsion Aggregate Slurry* would not be performed during the months of November, December, January, February, and/or March [Winter Months].
- C. WHEREAS, work progressed in accordance with the Contract such that the slurry sealing work would, in the absence of the Parties' agreement to the contrary, be performed during the Winter Months.
- D. WHEREAS, the City and the Contractor desire to enter into this Agreement in order to fulfill their obligations under 302-4, *Emulsion-Aggregate Slurry* and 600-3, *Rubberized Emulsion Aggregate Slurry* of the Contract.
- NOW, THEREFORE, in consideration of the mutual obligations of the Parties as set forth in the above Recitals, which are incorporated herein by this reference, the City and the Contractor agree as follows:

ARTICLE I - WORK TO BE PERFORMED

1.1 Performance of Work.

The Contractor agrees to perform all slurry sealing work as set forth in Sections 302-4 and 600-30f the Contract and **sheet 35531-16-**D of the Project's plans [Slurry Work], which is/are incorporated by this reference as though fully set forth herein. The Slurry Work shall be performed in accordance with the Schedule of Work, attached hereto as "Exhibit A" and incorporated herein by this reference, or as otherwise agreed to by the Parties in a written change to the Schedule of Work. Unless otherwise specified, the time of completion of this Agreement shall be expressed in Working Days.

For the purposes of this Agreement:

- a) References in the specified sections to the "Agency" shall mean the City and the "Work" shall mean the Slurry Work.
- b) References to the specified sections shall mean sections of the GREENBOOK (Standard Specifications for Public Works Construction), the City Supplement, and

Supplementary Special Provisions under the editions specified in the Contract.

1.2 Working Day.

See the City Supplements, Section 1-2, TERMS AND DEFINITIONS. The Engineer will make a daily determination of each Working Day to be charged against the Agreement time. These determinations will be discussed and the Contractor will be furnished a periodic statement showing allowable number of Working Days of Agreement time, including any adjustments, at the beginning of the reporting period. The statement will also indicate the number of Working Days charged during the reporting period and the number of Working Days of Agreement time remaining. If the Contractor does not agree with the statement, it shall file a written protest within 15 days after receipt, setting forth the facts of the protest. Otherwise, the statement will be deemed to have been accepted.

1.3 Prosecution of Slurry Work.

Section 6-2, *Prosecution of Work* is incorporated into this Agreement by this reference as though fully set forth herein.

1.4 Project Site Maintenance.

Section 7-8 of the Contract, *Project Site Maintenance* is incorporated into this Agreement by this reference as though fully set forth herein.

1.5 Protection and Restoration of Existing Improvements.

Section 7-9 of the Contract, *Protection and Restoration of Existing Improvements* is incorporated into this Agreement by this reference as though fully set forth herein.

1.6 Public Convenience and Safety.

Section 7-10 of the Contract, *Public Convenience and Safety* is incorporated into this Agreement by this reference as though fully set forth herein.

1.7 Completion, Acceptance, and Guarantee.

The Engineer will inspect the Slurry Work in accordance with Section 302-4 and 600-3 of the Contract. The Contractor shall provide the Engineer with written notice that the Slurry Work has been completed. If the Engineer determines that the Slurry Work has been completed to the Engineer's reasonable satisfaction and is ready for acceptance, the Engineer will accept the completed Work by sending written notice to the Contractor specifying the date of acceptance. All Slurry Work shall be subject to the warranty requirements of the Contract as specified in Section 6-8, COMPLETION, ACCEPTANCE, AND WARRANTY.

1.8 Payment to Contractor.

Upon completion of the Slurry Work, the City will pay the Contractor for slurry work, bonds, insurance, and traffic control I accordance with the applicable sections of the Contract.

1.9 Delays and Extensions of Time.

Section 6-6, *Delays and Extensions of Time* is incorporated into this Agreement by this reference as though fully set forth herein.

1.10 Liquidated Damages.

Section 6-9, *Liquidated Damages* is incorporated into this Agreement by this reference as though fully set forth herein.

ARTICLE II - BOND/INSURANCE/INDEMNIFICATION

2.1 Faithful Performance Bond.

Prior to execution of this Agreement, the Contractor shall provide the City with a faithful performance bond [Bond] in the amount of \$[*insert amount of Contractor's bid item for slurry work], guaranteeing faithful performance of all Slurry Work, within the time prescribed in this Agreement, in a manner satisfactory to City, and that all materials and workmanship will be free from original or developed defects. The Bond must remain in effect until the end of all warranty periods set forth in this Agreement. The Bond shall comply with Section 2-4, BONDS of the Contract.

2.2 Insurance.

Section 7-3, *Liability Insurance* is incorporated into this Agreement by this reference as though fully set forth herein. At all times during the term of this Agreement, the Contractor shall maintain insurance coverage required by Section 7-3, LIABILITY INSURANCE of the Contract for:

- a. Commercial General Liability.
- b. Commercial Automobile Liability.
- c. Worker's Compensation.

All policies must be primary and non-contributing to any insurance that may be carried by the City, as reflected in an endorsement, which shall be submitted to the City. The policies shall not be canceled, non-renewed, or materially changed except after 30 days prior written notice by the Contractor or the insurance carrier to the City by certified mail, except for non-payment of premium, in which case 10 days notice shall be provided.

2.3 Indemnification.

Section 7-15, *Indemnification And Hold Harmless Agreement* is incorporated into this Agreement by this reference as though fully set forth herein.

ARTICLE III - DEFAULT/TERMINATION

3.1 Default by Contractor.

Section 6-4, *Default by Contractor* is incorporated into this Agreement by this reference as though fully set forth herein.

3.2 Termination of Agreement.

Section 6-5, *Termination of Contract* is incorporated into this Agreement by this reference as though fully set forth herein.

ARTICLE IV - CONTRACTOR OBLIGATIONS

4.1 Compliance with the City's Equal Opportunity Contracting Program.

The Contractor and each Subcontractors shall comply with the City's Equal Opportunity Contracting Program requirements which the Contractor acknowledges receiving in conjunction with the Contract.

4.2 Non-Discrimination Ordinance.

The Contractor shall not discriminate on the basis of race, gender, religion, national origin, ethnicity, sexual orientation, age, or disability in the solicitation, selection, hiring or treatment of subcontractors, vendors or suppliers. The Contractor shall provide equal opportunity for subcontractors to participate in subcontracting opportunities. The Contractor understands and agrees that violation of this Section shall be considered a material breach of this Agreement and may result in contract termination, debarment, or other sanctions. This language shall be in contracts between the Contractor and Subcontractors, and Suppliers.

4.3 Compliance Investigations.

Upon the City's request, the Contractor agrees to provide to the City, within 60 days, a truthful and complete list of the names of all Subcontractors and Suppliers that the Contractor has used in the past 5 years on any of its contracts that were undertaken within San Diego County, including the total dollar amount paid by the Contractor for each subcontract or supply contract. The Contractor further agrees to fully cooperate in any investigation conducted by the City pursuant to the City's *Nondiscrimination in Contracting Ordinance* (Municipal Code sections 22.3501-22.3517.) The Contractor understands and agrees that violation of this clause shall be considered a material breach of the contract and may result in remedies being ordered against the Contractor up to and including contract termination, debarment, and other sanctions for violation of the provisions of the *Nondiscrimination in Contracting Ordinance*. The Contractor further understands and agrees that the procedures, remedies and sanctions provided for in the *Nondiscrimination Ordinance* apply only to violations of the *Nondiscrimination Ordinance*.

4.4 Drug-Free Workplace.

The Contractor agrees to comply with the City's Drug-Free Workplace requirements set forth in Council Policy 100-17, adopted by Council Resolution No. R-277952 and incorporated into this Agreement by this reference. The Contractor has certified to the City that it will provide a drug-free workplace by submitting a Contractor Certification for a Drug-Free Workplace form.

The Contractor further certifies that any subcontract for this Agreement shall contain language that binds the Subcontractor to comply with the drug-free workplace requirements of this Agreement, as required by Sections 2.A.(1) through (3) of Council Policy 100-17. The Contractor and Subcontractors shall be individually responsible for their own drug-free work place program.

4.3 Compliance with Controlling Law.

The Contractor shall comply with all laws, ordinances, regulations, and policies of the federal, state, and local governments applicable to this Agreement, including the California Labor Code. In addition, the Contractor shall comply immediately with all directives issued by the City or its authorized representatives under authority of any laws, statutes, ordinances, rules, or regulations. The laws of the State of California shall govern and control the terms and conditions of this Agreement.

ARTICLE V - GENERAL PROVISIONS

5.1 Jurisdiction, Venue, and Attorney's Fees.

The venue for any suit or proceeding concerning this Agreement, the interpretation or application of any of its terms, or any related disputes shall be in the County of San Diego, State of California. The prevailing party in any such suit or proceeding shall be entitled to a reasonable award of attorney's fees in addition to any other award made in such suit or proceeding.

5.2 Successors in Interest.

This Agreement and all rights and obligations created by this Agreement shall be in force and effect whether or not any parties to the Agreement have been succeeded by another entity, and all rights and obligations created by this Agreement shall be vested and binding on any party's successor in interest.

5.3 Integration.

This Agreement and the exhibits and references incorporated into this Agreement fully express all understandings of the Parties concerning the matters covered in this Agreement. No change, alteration, or modification of the terms or conditions of this Agreement, and no verbal understanding of the Parties, their officers, agents, or employees shall be valid unless made in the form of a written change agreed to in writing by both Parties or an amendment to this Agreement agreed to by both Parties. All prior negotiations and agreements are merged into this Agreement.

5.4 No Waiver.

No failure of either the City or the Contractor to insist upon the strict performance by the other of any covenant, term or condition of this Agreement, nor any failure to exercise any right or remedy consequent upon a breach of any covenant, term, or condition of this Agreement, shall constitute a waiver of any such breach or of such covenant, term or condition. No waiver of any breach shall affect or alter this Agreement, and each and every covenant, condition, and term hereof shall continue in full force and effect to any existing or subsequent breach.

5.5 Severability.

The unenforceability, invalidity, or illegality of any provision of this Agreement shall not render any other provision of this Agreement unenforceable, invalid, or illegal.

5.6 Drafting Ambiguities.

The Parties agree that they are aware that they have the right to be advised by counsel with respect to the negotiations, terms and conditions of this Agreement, and the decision of whether or not to seek advice of counsel with respect to this Agreement is a decision, which is the sole responsibility of each Party. This Agreement shall not be construed in favor of or against either Party by reason of the extent to which each Party participated in the drafting of the Agreement.

5.7 City Acts/Approvals.

Whenever an act or approval is required by the City in accordance with the terms of this Agreement, that the Engineering and Capital Projects Department Director or duly designated representative shall perform act or approval.

5.8 Signing Authority.

The representative for each Party signing on behalf of a corporation, partnership, joint venture or governmental entity hereby declares that authority has been obtained to sign on behalf of the corporation, partnership, joint venture, or entity and agrees to hold the other Party or Parties hereto harmless if it is later determined that such authority does not exist.

IN WITNESS WHEREOF, this Agreement is executed by the City of San Diego, by and through its Public Works Department, Engineering and Capital Projects Director in accordance with Resolution No. [*Insert resolution number authorizing underlying construction contract*], and by Contractor.

THE CITY OF SAN DIEGO

Dated:	By: [*Insert name and title*]
	[*insert name and title*]
	CONTRACTOR
Dated:	By: [*Insert name and title*]
	[msert name and title]
	I HEREBY APPROVE the form and legality of the foregoing Agreement this
day of	, 20 .
	JAN I GOLDSMITH, City Attorney
	By:
	Deputy City Attorney

EXHIBIT A

SCHEDULE OF WORK

[*Insert Schedule Showing Time (in Working Days) in Which Work is to be Performed*]

City of San Diego

ADDENDUM "A"



FOR

MONTEZUMA TRUNK SEWER

BID NO.:	K-12-5527-DBB-3-C	
SAP NO. (WBS).:	S-00332	
CLIENT DEPARTMENT:	2011	
COUNCIL DISTRICT:	3	
PROJECT TYPE:	JA	

Engineer of Work Certification:

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

Professional Engineer or Licensed Architect

Seal:



A. CHANGES TO THE BID SUBMITTAL DUE DATE AND TIME

The bid opening date for this project has been extended to 2:00 PM on May 8, 2012.

Proposals will be received at the Public Works Contracting Group, 1200 Third Avenue, Suite 200, San Diego, California.

B. 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.

C. VOLUME 1:

1. To INVITATION TO BIDS, item 5, CONTRACT TIME, page 13, DELETE in its entirety and SUBSTITUTE with the following:

CONTRACT TIME: The Contract Time for completion of the work shall be **200 Working Days**.

2. To the SUPPLEMENTARY SPECIAL PROVISIONS, Section 2 SCOPE AND CONTROL OF WORK, Subsection 2-3.2 Self Performance., page 34 DELETE in its entirety and SUBSTITUTE with the following:

2-3.2 Self Performance. DELETE in its entirety and SUBSTITUTE with the following:

The Contractor shall perform, with its own organization, Contract work amounting to at least **25 percent** of the base bid alone or base bid and any additive or deductive alternate(s) that together when added or deducted form the basis of determining the Apparent Low Bidder as specified. The self performance percentage requirement will be waived for contracts when a "B" License is required or allowed.

Tony Heinrichs, Director Public Works Department

Dated: *April 2, 2012*, San Diego, California

TH/ar/ca/ls

City of San Diego

ADDENDUM "B"

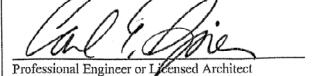


FOR

MONTEZUMA TRUNK SEWER

BID NO.:	K-12-5527-DBB-3-C	
SAP NO. (WBS).:	S-00332	
CLIENT DEPARTMENT:	2011	
COUNCIL DISTRICT:	3	
PROJECT TYPE:	JA	

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





Seal:

A. CHANGES TO THE BID SUBMITTAL DUE DATE AND TIME

The bid opening date for this project has been extended to 2:00 PM on May 29, 2012.

Proposals will be received at the Public Works Contracting Group, 1200 Third Avenue, Suite 200, San Diego, California.

B. 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.

C. PLANS

1. To Drawing number 35531-1-D, **DELETE** in its entirety and **REPLACE** with page 3 of 3 of this Addendum.

Tony Heinrichs, Director Public Works Department

Dated: May 7, 2012,

San Diego, California

TH/ar/ca/ls

SEWEF TRUNK MONTEZUMA

G-1

MONTEZUMA TRUNK SEWER

UNDERGROUND UTILITIES

AT LEAST 3 WORKING DAYS PRIOR TO EXCAVATION, THE CONTRACTOR SHALL REQUEST A MARKOUT OF UNDERGROUND UTILITIES BY CALLING THE BELOW LISTED REGIONAL NOTIFICATION CENTER FOR AN INDURY IDENTIFICATION NUMBER: UNDERGROUND SERVICE ALERT (U.S.A.) AT 1-800-422-4133

CONTRACTOR'S RESPONSIBILITIES

- THE CONTRACTOR SHALL LOCATE AND RECONNECT ALL SEWER LATERALS.
 LOCATIONS AS SHOWN ON THE PLANS ARE APPROXIMATE ONLY, LATERAL RECORDS
 ARE AVAILABLE TO THE CONTRACTOR AT THE WATER DEPARTMENT, 2797 CAMINITO CHOLLAS.
 THE CONTRACTOR SHALL LOCATE THE IMPROVEMENTS THAT WILL BE AFFECTED BY LATERAL
 REPLACEMENTS.
- 2. THE LOCATIONS OF EXISTING BUILDINGS AS SHOWN ON THE PLAN ARE APPROXIMATE.
- 3. STORM DRAIN INLETS SHALL REMAIN FUNCTIONAL AT ALL TIMES DURING CONSTRUCTION.
- UNLESS OTHERWISE NOTED AS PREVIOUSLY POTHOLED (PH), ELEVATIONS SHOWN ON THE PROFILE FOR EXISTING UTILITIES ARE BASED ON A SEARCH OF THE AVAILABLE RECORD INFORMATION ONLY AND ARE SOLELY FOR THE CONTRACTOR'S CONVENIENCE. THE CITY DOES NOT GUARANTEE THAT IT HAS REVIEWED ALL AVAILABLE DATA. THE CONTRACTOR SHALL POTHOLE ALL EXISTING UTILITIES EITHER SHOWN ON THE PLANS OR MARKED IN THE FIELD IN ACCORDANCE WITH THE SPECIFICATIONS SECTION 5-1.
- 5. EXISTING UTILITY CROSSING AS SHOWN ON THE PLANS ARE APPROXIMATE AND ARE NOT REPRESENTATIVE OF ACTUAL LENGTH AND LOCATION OF CONFLICT AREAS. SEE PLAN VIEW.
- CONTRACTOR MUST CONTACT THE METROPOLITAN TRANSIT SYSTEM (MTS) NO LESS THAN ONE WEEK BEFORE THE REQUIRED CLOSURE OF ANY BUS STOPS OR DETOUR OF ANY TRAFFIC FROM EITHER DIRECTION OF FAIRMOUNT AVE, COLLWOOD BLYD, MONTEZUMA RD, AND CAMINO DEL RIO SOUTH, FOR ROADWAY DETOURS OR MTS BUS STOP CLOSURES, CONTACT (619) 238-0100 ×6451.

STORM WATER PROTECTION

I. THIS PROJECT IS SUBJECT TO MUNICIPAL STORM WATER PERMIT ORDER NO. R9-2007-0001 AND

ABBREVIATIONS

	· ·				
ABAND	ABANDON	EB	ENCASED BURIED	OVHD	OVER HEAD
ABAND'D	ABANDONED	EL, ELEV	ELEVATION	PVC	POLYVINYL CHLORIDE
AC	ASBESTOS CEMENT	ELEC	ELECTRIC	PROP	PROPOSED
	PIPE	EX, EXIST	EXISTING	RED	REDUCER
AHD	AHEAD	E/0	EAST OF	RT	RIGHT
ASSY	ASSEMBLY	F	FLANGE	§.	SURVEY LINE
ВК	BACK	GV	GATE VALVE	รัง	STUB OUT
BTWN	BETWEEN	HDPE	HIGH-DENSITY	S/0	SOUTH OF
CATV	CABLE TV		POLYETHYLENE	SWR	SEWER
CI	CAST IRON PIPE	HP	HIGH PRESSURE	TEL	TELEPHONE
Ç	CENTER LINE	ΙE	INVERT ELEVATION	UNK	UNKNOWN
COND	CONDUIT	LT	LEFT	VC	VITRIFIED CLAY PIPE
CONT	CONTINUED	MJ	MECHANICAL JOINT	WM	WATER METER
CONTR	CONTRACTOR	MTD	MUTTPLE TELEPHONE	WTR	WATER
DB	DIRECT BURIED	N/0	DUCT NORTH OF	W/O	WEST OF

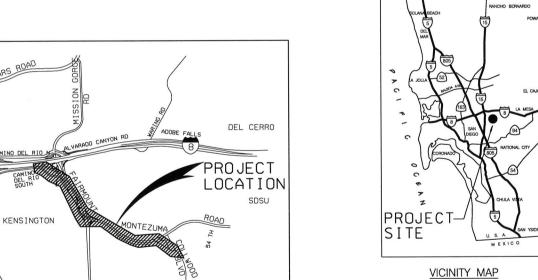
EXISTING STRUCTURES

EX WATER MAIN &	VALVES	
EX WATER METER		
EX FIRE HYDRANT		□
EX SEWER MAIN &	MANHOLES	O
EX DRAINS		=======
EX PAVEMENT (PR	OFILE)	7////
EX GROUND LINE (PROFILE)	
EX TRAFFIC SIGNAL	L	O≰TS
EX STREET LIGHT		→ SL
GAS MAIN		
ELEC. COND., TEL. (COND., CATV	ETC
RAILROAD, TROLLEY	Y TRACKS	

CONSTRUCTION CHANGE / ADDENDUM WARNING CHANGE DATE AFFECTED OR ADDED SHEET NUMBERS Ø5/07/12 3553I-I-D IF THIS BAR DOES NOT MEASURE I"
THEN DRAWING IS
NOT TO SCALE.

LIMITS OF WORK

SHEET	DISCIPLINE	TITLE	LIMITS	PIF	PE	LEN	GTH (F	T)	
NO.	CODE		Elimi 13	SIZE (IN)	MATERIAL	8*	12"	18"	21"
I. 2 3. 4. 5. 6. 7. 8. 9. 10. 11. 12. 13. 14. 15. 16. 17. 18. 19. TI-T21	G-I C-1 C-2 C-3 C-4 C-5 C-6 C-7 C-8 C-9 C-10 C-11 C-13 C-14 C-16 C-17 C-18	COVER SHEET LOCATION MAP FAIRMOUNT AVE FAIRMOUNT AVE FAIRMOUNT AVE FAIRMOUNT AVE FAIRMOUNT AVE MONTEZUMA RD MONTEZUMA RD MONTEZUMA RD MONTEZUMA RD MONTEZUMA RD COLLWOOD BLVD COLLWOOD BLVD SEWER EASEMENT - COLLWOOD VILLAS COLLWOOD MEADOWS APTS MONTEZUMA RD RESURFACING SEWER MAIN & MANHOLE ABANDONMENT CURB RAMPS/DRIVEWAYS MISC DETAILS TRAFFIC CONTROL	BTWN BTWN I-8 & MONTEZUMA RD BTWN FAIRMOUNT AVE & COLLWOOD BLVD BTWN MONTEZUMA RD & COLLWOOD WY BTWN MONTEZUMA RD & COLLWOOD BLVD SEE EACH SHEET	8,21 21 18,21 21 8,21 21 21 21 12,21 18 18	SEWER SEWER SEWER SEWER SEWER SEWER SEWER SEWER SEWER SEWER SEWER SEWER		II9 554	219	800 900 561 700 800 600 1000 562 600 413
				TOTAL	9,519	1008	673	902	6936



LOCATION MAP

TALMADGE

EL CAJON BLVD



WORK TO BE DONE

CONSTRUCTION OF MONTEZUMA TS CONSISTS OF THE INSTALLATION OF EIGHT INCH (8°), TWELVE INCH (12°), EIGHTEEN INCH (18°) AND TWENTY-ONE INCH (21°) SEWER MAINS, TRENCH SHORING, PAVEMENT RESURFACING, TRAFFIC CONTROL AND ALL OTHER WORK IN ACCORDANCE WITH THE SPECIFICATIONS FOR MONTEZUMA TS AND OTHER DRAWINGS NUMBERED 3553I-OI-D THROUGH 3553I-19-D.

	<u>LEGEND</u>	
<u>IMPROVEMENTS</u>	STANDARD DRAWINGS	SYMBOL
TRENCH RESURFACING	ZBS (SDC-107)SDC-108 TRENCH RESURFACING FOR ASPHALT CONCRETE SURFACED STREETS SEE DETAIL SHEET 16	
SEWER MAIN	SDS-100, SDS-101, SDS-108, SDS-110 (TYPE C)	
SEWER MANHOLE/PVC LINED	SDS-106, SDS-107, SDM-113, M-3, SM-03, SM-04, SM-07	
REHAB. EX. SEWER MANHOLE	SEE PLANS & SPECS	
SEWER MAIN REHAB.	SEE PLANS & SPECS	REHAB
4 SEWER LATERAL WITH C.O. UNLESS OTHERWISE SPECIFIED	SDS-IO0, SDS-IO2, SDS-IO3, SDS-IO4, SDS-IO5, SDS-IO8, SDS-IIO (TYPE C), SDS-II8	P.L. S
CONCRETE PROTECTION FOR EXIST SEWER PIPE	SDS-116	Control of the Contro
CONCRETE ENCASEMENT	SDS-II2	
ABANDON EX MANHOLE	SM-08	
SLURRY FILL ABANDONED SEWER MAIN	SEE PLANS AND SPECS	E
SURVEY MONUMENT	M-IO	Δ

FOR ADDITIONAL SYMBOLS SEE RESURFACING, CURB RAMP, AND TRAFFIC CONTROL SHEETS.

DISCIPLINE CODE

- GENERAL
- CIVIL TRAFFIC CONTROL

SPEC. NO. 5527

PERMIT	NUMB	ER #	11-5[)-NUX-0470
CO_SD	RTE_	8	_PM_	6.26
AS-BUIL	T PLA	NS F	OR F	ROADWAY
GEOMET	RIC A	ND A	BOVE	GROUND
FEATUR	ES			

STATE REPRESENTATIVE

BENCHMARK: The following benches used on this project were locate at NEBP 394.681 TOYON-YERBASANTA, based on NGVD 29 feet as shown in City of San Diego bench FIELD NOTES:MONTEZUMA TRUNK SEWER ADDITIONAL,

RUSSELL, 8/12/08, W.O. 177731, 222-1737

DATUM: MEAN SEA LEVEL

STREETS REQUIRING 12* TRENCH CAP:
FAIRMOUNT AVE, MONTEZUMA RD, COLLWOOD BLVD TEMPORARY BMP CONSTRUCTION SITE STORM WATER PRIORITY: MEDIUM

AS-BUILT INFORMATION				
MATERIALS	MANUFACTURER			
PIPE SDR 35 (SEWER)	=			
PIPE SDR 26 (SEWER)	-			
SEWER MANHOLES	-			
REHABILITATE SEWER MANHOLES	_			
REHABILITATE SEWER MAIN	-			
	-			
	-			

PLANS FOR THE CONSTRUCTION OF MONTEZUMA TRUNK SEWER COVER SHEET

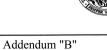
DATE

CITY OF SA					WATER WBS -	N/A	
ENGINEERING AND SHEE		L PROJECT 19 SHEET		RTMENT	SEWER WBS -	S00332	
FOR CITY ENGINEER	ɔ		'9/20I	2		AN OWEN	
DESCRIPTION	BY	APPROVED	DATE	FILMED	МАТТ	DEBELISO	
ORIGINAL	MD/CV					CT ENGINEER	
		L				SHEETS	
ADDENDUM B	MD (Me -	4/7/12			SHEETS	
ONTRACTOR		ATE STARTE			355	31–1–D	

CITY OF SAN DIEGO PUBLIC WORKS PROJECT

15 ALDINE DR

ADAMS AVE.





City of San Diego

ADDRESS: 2000 MC KINLEY AVENUE, NATIONAL CITY, CA 91950

TELEPHONE NO.: 619-434-7925 FAX NO.: 619-434-7931

CITY CONTACT: REGAN OWEN, 600 B Street, Suite 800, MS 908A, San Diego, CA 92101-4520

rowen@sandiego.gov, Phone No. 619-533-5205, Fax No. 619-533-5176

AR/LS/CA



CONTRACT DOCUMENTS

FOR

MONTEZUMA TRUNK SEWER

VOLUME 2 OF 2

BID NO.:	K-12-5527-DBB-3-C
SAP NO. (WBS).:	S-00332
CLIENT DEPARTMENT:	2011
COUNCIL DISTRICT:	3
PROJECT TYPE:	JA

THIS CONTRACT IS SUBJECT TO THE FOLLOWING:

> THE CITY'S SUBCONTRACTING PARTICIPATION REQUIREMENTS FOR SLBE PROGRAM.

THIS BIDDING DOCUMENT TO BE SUBMITTED IN ITS ENTIRETY REFER TO INVITATION TO BIDS FOR TIME, DATE, AND LOCATION

TABLE OF CONTENTS

Volume 2 - Bidding Documents

The following forms must be completed in their entirety and submitted with the Bid. Include the form(s) even if the information does not apply. Where the information does not apply write in N/A. Failure to include any of the forms may cause the Bid to be deemed **non-responsive**. If you are uncertain or have any questions about any required information, contact the City no later than 14 days prior to Bid due date.

<u>DESCRIPTION</u> PAG		<u> GE NUMBER</u>
1.	Bid/Proposal	3-5
	Bid Bond	
3.	Non-Collusion Affidavit to be executed by Bidder and Submitted with Bid under and PCC 7106	
4.	Contractors Certification of Pending Actions	
5.	Equal Benefits Ordinance Certification of Compliance	9
	Proposal (Bid)	
7.	Form AA35 - List of Subcontractors	
8.	Form AA40 - Named Equipment/Material Supplier List	16

PROPOSAL

Bidder's General Information

To the City of San Diego:

Pursuant to "Invitation to 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.

IF A SOLE OWNER OR SOLE CONTRACTOR SIGN HERE:

(1)	Name under which business is conducted N/A		
(2)	Signature (Given and surname) of proprietor		
(3)	Place of Business (Street & Number)		
(4)	City and State		Zip Code
(5)	Telephone No.	Facsimile No	
(1)	ARTNERSHIP, SIGN HERE: Name under which business is conducted N/A Name of each member of partnership [indicate of (limited):		r, general or special

(3)	Signature (Note: Signature must be made by a general partner)			
	Full Name and Character of partner			
(4)	Place of Business (Street & Number)			
(5) (6)	Place of Business (Street & Number) Zip Code Telephone No Facsimile No			
IF A C	ORPORATION, SIGN HERE:			
(1)	Name under which business is conducted ORTIZ CORPORATION			
(2)	Signature, with official title of officer authorized to sign for the corporation: (Signature)			
	MARCELINO E. ORTIZ	1		
	(Printed Name)	30.44°		
	PRESIDENT			
	(Title of Officer) (Impress Corporate Seal Here)			
(3) (4)				
	City and State NATIONAL CITY, CA Zip Code 91950 Telephone No. 619-434-7925 Facsimile No. 619-434-7931			
(0)	1 raesimile No. 013-434-7320			
THE F	OLLOWING SECTIONS MUST BE FILLED IN BY ALL PROPOSERS:			
	rdance with the "INVITATION TO BIDS", the bidder holds a California State Contractor's for the following classification(s) to perform the work described in these specifications:			
LICEN	SE CLASSIFICATION A			
LICEN	SE NO. 602454 EXPIRES SEPTEMBER 30TH , 2 012			
	tense classification must also be shown on the front of the bid envelope. Failure to show classification on the bid envelope may cause return of the bid unopened.			
TAX II	DENTIFICATION NUMBER (TIN):			
E-Mail	Address: LUCY@ORTIZCORPORATION.COM			

BIDDING DOCUMENTS

THIS PROPOSAL MUST BE NOTARIZED BELOW:

I certify, under penalty of perjury, that the representations made herein regarding my State Contractor's license number, classification and expiration date are true and correct.

Signature Mariel Early Title PRESIDENT

SUBSCRIBED AND SWORN TO BEFORE ME, THIS 29th DAY OF May ,2012.

Notary Public in and for the County of SAN DIEGO, State of CALIFORNIA

(NOTARIAL SEAL)



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California	
County of SAN DIEGO	
On MAY 29, 2012 before me,	GABRIELA REYES - NOTARY PUBLIC
personally appeared	MARCELINO E. ORTIZ Nama(s) of Signor(s)
GABRIELA REYES COMM. #1972333 m Notary Public-California SAN DIEGO COUNTY My Comm. Exp. MAR 17, 2016	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 aprilar expes
Place Notary Seal Above	PTIONAL Signature of Motary Public
Though the information below is not required by la	nw, it may prove valuable to persons relying on the document and reattachment of this form to another document.
Description of Attached Document	
Title or Type of Document: CONTRACT D	OCUMENTS - MONTEZUMA TRUNK SEWER
	Number of Pages: ONE
Signer(s) Other Than Named Above:	N/A
Capacity(ies) Claimed by Signer(s)	
Signer's Name:N/A Individual Corporate Officer — Title(s): Partner — _ Limited General Attorney in Fact Trustee Guardian or Conservator Other: Signer is Representing:	

© 2007 National Notary Association • 9350 De Soto Ava., P.O. Box 2402 • Chalavorth, CA 91313-2402 • www.NationalNotary.org | Item #5907 | Reorder: Call Toll-Free 1-800-876-6827

BID BOND

KNOW	ALL	MEN	BY	THESE	PRESENTS	Š,

That	Ortiz Corporation	on		a	s Principal, and
	International Fide	lity Insurance C	ompany		_ as Surety, are
10% OI	I firmly bound unto The CF THE TOTAL BID AMC	DUNT for the pay	ment of which s	um, well and tr	uly to be made,
	ourselves, our heirs, execut y these presents.	ors, administrator	rs, successors, and	d assigns, jointly	y and severally,
	AS, said Principal has sub e bidding schedule(s) of the				VORK required
Montez	uma Trunk Sewer Bid # K-1	2-5527-DBB-3-C			
and in the agreeme furnishes void, oth said OW	HEREFORE, if said Principle manner required in the "Int bound with said Contracts the required Performance nerwise it shall remain in full NER and OWNER prevails uding a reasonable attorney"	nvitation to Bids' t Documents, furn Bond and Paymell force and effects, said Surety shal	enters into a writer the requirement Bond, then the the In the event sulpay all costs income.	tten Agreement d certificates of his obligation sh it is brought up	t on the form of f insurance, and nall be null and on this bond by
SIGNED	O AND SEALED, this	7th	day of	March	, 20
O3	rtiz Corporation (Principal)	(SEAL)	Internatio	(Surety)	nsurance Company(SEAL)
Ву: <u>Д</u>	Manuli E (Signature)	orts.	By:	(Signature)	n Fact

(SEAL AND NOTARIAL ACKNOWLEDGEMENT OF SURETY)

Tel (973) 624-7200

POWER OF ATTORNEY

INTERNATIONAL FIDELITY INSURANCE COMPANY

HOME OFFICE: ONE NEWARK CENTER, 20TH FLOOR NEWARK, NEW JERSEY 07102-5207

KNOW ALL MEN BY THESE PRESENTS: That INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation organized and existing laws of the State of New Jersey, and having its principal office in the City of Newark, New Jersey, does hereby constitute and appoint

TODD CADY

San Diego, CA.

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory, in the nature thereof, which are or may be allowed, required or permitted by law, stature, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said INTERNATIONAL FIDELITY INSURANCE COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of Article 3-Section 3, of the By-Laws adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting called and held on the 7th day of February, 1974.

The President or any Vice President, Executive Vice President, Secretary or Assistant Secretary, shall have power and authority

- (1) To appoint Attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and,
- (2) To remove, at any time, any such attorney-in-fact and revoke the authority given.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of said Company adopted at a meeting duly called and held on the 29th day of April, 1982 of which the following is a true excerpt:

Now therefore the signatures of such officers and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, INTERNATIONAL FIDELITY INSURANCE COMPANY has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 16th day of October, A.D. 2007.

INTERNATIONAL FIDELITY INSURANCE COMPANY

STATE OF NEW JERSEY County of Essex

Secretary

On this 16th day of October 2007, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said the he is the therein described and authorized officer of the INTERNATIONAL FIDELITY INSURANCE COMPANY; that the seal affixed to said instrument is the Corporate Seal of said Company; that the said Corporate Seal and his signature were duly affixed by order of the Board of Directors of said Company.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

A NOTARY PUBLIC OF NEW JERSEY My Commission Expires March, 27, 2014

I, the undersigned officer of INTERNATIONAL FIDELITY INSURANCE COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the By-Laws of said Company as set forth in said Power of Attorney, with the ORIGINALS ON IN THE HOME OFFICE OF SAID COMPANY, and that the said Power of Attorney has not been revoked and is now in full force and effect

IN TESTIMONY WHEREOF, I have hereunto set my hand this

day of mark Zon

(aria f. Granco

Assistant Secretary

who proved to me on the basis of satisfactor evidence to be the person(e) whose name(e) is/es subscribed to the within instrument and acknowledge to me that he/she/they executed the same his/her/their authorized capacity(lee), and that his/her/their signature(e) on the instrument the person(e), or the entity upon behalf of which the person(e) acted, executed the instrument. I certify under PENALTY OF PERJURY under the person(e) acted, executed the instrument. I certify under PENALTY OF PERJURY under the person(e) acted, executed the instrument. I certify under PENALTY OF PERJURY under the person(e) acted, executed the instrument. I certify under PENALTY OF PERJURY under the person(e) acted, executed the instrument. I certify under PENALTY OF PERJURY under the person(e) acted, executed the instrument. I certify under PENALTY OF PERJURY under the person(e) acted, executed the instrument. I certify under PENALTY OF PERJURY under the person(e) acted, executed the instrument. Place Notary Public Signature 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 this form to another document. Description of Attached Document Title or Type of Document: Document Date: Signer's Name: Signer's Name: Corporate Officer — Title(s): Individual Partner — Limited General Attorney in Fact Trustee Guardian or Conservator Other: Other:	State of California County of	Alind Ra Monous
evidence to be the person(s) whose name(s) is/es subscribed to the within instrument and acknowledge to me that he/shackhey executed the same his/her/their authorized capacity(iee), and that 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 foregoin paragraph is true and correct. WITNESS my hand and official seath signature of Notary Fubric 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 this form to another document. Description of Attached Document Title or Type of Document: Document Date: Signer's Name: Signer's Name: Capacity(ies) Claimed by Signer(s) Signer's Name: Corporate Officer — Title(s): Individual Partner — Limited General Individual Partner Limited General Top of thumb here Trustee Guardian or Conservator Other:	personally appeared	a Cady
Signer(s) Other Than Named Above: Capacity(ies) Claimed by Signer(s)	Place Notary Seal Above Place Notary Seal Above Place Notary Seal Above OPTIC Though the information below is not required by law	I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. WITNESS my hand and official seal. Signature: Signature of Notary Public ONAL w, it may prove valuable to persons relying on the document
Signer(s) Other Than Named Above: Capacity(ies) Claimed by Signer(s) Signer's Name: Corporate Officer — Title(s): Individual Partner — Limited General Attorney in Fact Guardian or Conservator Other: Other: Cigner's Name: Corporate Officer — Title(s): Individual Partner — Limited General Attorney in Fact Guardian or Conservator Other: Other:		Number of Pages:
Capacity(ies) Claimed by Signer(s) Signer's Name:		
□ Corporate Officer — Title(s): □ Corporate Officer — Title(s): □ Individual □ Individual □ Partner — □ Limited □ General □ Attorney in Fact □ Trustee □ Guardian or Conservator □ Other: □ Other: □ Other: □ Corporate Officer — Title(s): □ Individual □ Individual □ Partner — □ Limited □ General □ Attorney in Fact □ Trustee □ Guardian or Conservator □ Other: □ Ot	Capacity(ies) Claimed by Signer(s)	
☐ Individual ☐ Partner — ☐ Limited ☐ General ☐ Attorney in Fact ☐ Trustee ☐ Guardian or Conservator ☐ Other: ☐ Other: ☐ Individual ☐ Individual ☐ Partner — ☐ Limited ☐ General ☐ Attorney in Fact ☐ Trustee ☐ Guardian or Conservator ☐ Other: ☐ Oth	Signer's Name:	Signer's Name:
☐ Partner — ☐ Limited ☐ General ☐ Attorney in Fact ☐ Trustee ☐ Guardian or Conservator ☐ Other: ☐ Oth	•	
☐ Trustee ☐ Guardian or Conservator ☐ Other: ☐	☐ Partner — ☐ Limited ☐ General Top of thumb her	e ☐ Partner — ☐ Limited ☐ General Top of thumb here
☐ Guardian or Conservator ☐ Other: ☐ Other:		
	·	
Cinner la Berra continu	□ Other:	□ Other:
Signer is Representing: Signer is Representing:	Signer Is Representing:	Signer Is Representing:

NON-COLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID UNDER 23 USC 112 AND PCC 7106

State of California	
County of SAN DIEGO	SS.
MARCELINO E. ORTIZ	, being first duly sworn, deposes and
says that he XXXXX is PRESIDENT	of the party making the foregoing
bid that the bid is not made in the interes	et of, or on behalf of, any undisclosed person, partnership,
company, association, organization, or cor	poration; that the bid is genuine and not collusive or sham;
that the bidder has not directly or indirect	ly induced or solicited any other bidder to put in a false or
sham bid, and has not directly or indirectly	y colluded, conspired, connived, or agreed with any bidder
or anyone else to put in a sham bid, or tha	t anyone shall refrain from bidding; that the bidder has not
in any manner, directly or indirectly, so	ought 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 thereo	f, 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	or to any member or agent thereof to effectuate a collusive
or sham bid.	
Signed: <u>Wa</u>	eulin & Orl;
Title: PRESIDEN	>
Subscribed and swe	orn to before me this
	(abriela lutes
	Notary Public

(SEAL)

CONTRACTORS 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 ten 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.	
	\mathcal{L}_{1}	JUZZ.	V/111/11/	۰

~~	The undersigned certifies that within the past 10 subject of a complaint or pending action in a legathat Bidder discriminated against its employees, s	l administrative proceeding alleging
5 1	The undersigned certifies that within the past subject of a complaint or pending action in a legathat Bidder discriminated against its employees, so A description of the status or resolution of that action taken and the applicable dates is as follows:	al administrative proceeding alleging subcontractors, vendors or suppliers. complaint, including any remedial
-		
-		
-		
-		
-		
-		
Contracte	or Name ORTIZ CORPORATION	
Certified	By MARCELINO E. ORTIZ	Title PRESIDENT
	Name Marchin Early Signature	Date05/29/12

USE ADDITIONAL FORMS AS NECESSARY

EQUAL BENEFITS ORDINANCE CERTIFICATION OF COMPLIANCE



For additional information, contact:

CITY OF SAN DIEGO

EQUAL BENEFITS PROGRAM

202 C Street, MS 9A, San Diego, CA 92101 Phone (619) 533-3948 Fax (619) 533-3220

	CO	MPANY INFORMATION		
Company Name:	ORTIZ CORPORATION		Contact Name: LUCY	ORTIZ
Company Addres	ss: 2000 MC KINLEY AVENUE		Contact Phone: 619-43	34-7925
	NATIONAL CITY, CA 91950		Contact Email: LUCY@0	ORTIZCORPORATION.COM
	<u> </u>	NTRACT INFORMATION		<u></u>
	MONTEZUMA TRUNK SEWER		· · · · · · · · · · · · · · · · · · ·	t Date: AUG 2012
Contract Number	r (if no number, state location): K-12-	5527-DBB-3-C L benefits ordinance r		Date: MAY 2013
maintain equal be Contractor sl Benefits in travel/relo Any benef Contractor sl enrollment Contractor sl Contractor sl	hall allow City access to records, when hall submit <i>EBO Certification of Comp</i> mmary is provided for convenience	for the duration of the contract. The vith spouses and employees with pension/401(k) plans; bereavem programs; credit union membersh, is not required to be offered to a state policy in the workplace and not requested, to confirm compliance of plance, signed under penalty of particular programs.	to comply: a domestic partners. and the family, parental leavening; or any other benefit. an employee with a domestify employees at time to the with EBO requirement perjury, prior to award of	re; discounts, child care; estic partner. of hire and during open s.
www.sandiego.go	ov/administration.	L BENEFITS ORDINANCE (CERTIFICATION	
Please indicate ye	our firm's compliance status with the I			
X	I affirm compliance with the EBO b	ecause my firm (contractor must	select one reason):	
	Provides equal benefits to spou Provides no benefits to spou Has no employees. Has collective bargaining ag expired.		ary 1, 2011, that has not l	been renewed or
	I request the City's approval to pay a made a reasonable effort but is not a the availability of a cash equivalent every reasonable effort to extend all	ple to provide equal benefits upor or benefits available to spouses b	n contract award. I agree out not domestic partners	to notify employees of
	or any contractor to knowingly submite execution, award, amendment, or ac			
firm understands contract or pay a	perjury under laws of the State of Cal the requirements of the Equal Benefi cash equivalent if authorized by the C DE. ORTIZ-PRESIDENT	s Ordinance and will provide ar	nation is true and correct nd maintain equal benefit	I further certify that my ts for the duration of the 05/29/12
	Name/Title of Signatory	-	nature	Date

FOR OFFICIAL CITY USE ONLY

Receipt Date: EBO Analyst:

Approved

Not Approved

Reason:

(Rev 02/15/2011)

PROPOSAL (BID)

The Bidder agrees to the construction of MONTEZUMA TRUNK SEWER, for the city of San Diego, in accordance with these contract documents for the prices listed below. The Bidder guarantees the Contract Price for a period of 120 days (90 days for federally funded contracts and contracts valued at \$500,000 or less) from the date of Bid opening to Award of the Contract. 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 e.g., bond and insurance.

Item	Quantity	Unit	Payment Reference	NAICS	Description	Unit Price		Extension			
	BASE BID										
1	1	LS	2-4.1	237110	Bonds (Payment and Performance)		\$	32,000.00			
2	5	EA	3-3.2.2	237110	Certified Payroll	\$ 150.00	\$	750.00			
3	1	AL	7-5.3		CalTrans Encroachment Permit		\$5,0	00.00			
4	1	LS	7-9.1.1	238990	Video Recording of Pre-existing Conditions		\$	1,590.00			
5	1	LS	7-10.2.7	237310	Traffic Control		\$	39,000.00			
6	1	AL	7-10.5.4	237310	Portable Changeable Message Signs (PCMS)		\$27	,000.00			
7	1	LS	9-3.4.1	237110	Mobilization		\$	27,000.00			
8	1	AL	9-3.5		Field Orders		\$15	0,000.00			
9	1100	CY	300-1.4	237310	Additional Pavement Removal & Disposal	\$ 65.00	\$	71,500.00			
10	12	EA	302-1.12	237310	Traffic Detector Loop Replacement	\$ 300.00	\$	3,600.00			
11	16000	LF	302-1.12	237310	Cold Milling Asphalt Concrete Pavement	\$ 1.50	\$	24,000.00			
12	18200	SF	302-4.5	237310	Rubberized Emulsion-Aggregate Slurry Seal Type 2 and Striping	\$ 0.55	\$	10,010.00			
13	5	TON	302-4.5	237310	AC Patching for Slurry Seal	\$ 375.00	\$	1,875.00			
14	1	LS	302-4.5.1	237310	Bond for Slurry Seal		\$	100.00			
15	2000	SF	302-5.1.2	237310	Damaged AC Pavement Replacement	\$ 9.00	\$	18,000.00			

BIDDING DOCUMENTS

Item	Quantity	Unit	Payment Reference	NAICS	Description	Unit Price	Extension
16	2950	TON	302-5.9	237310	1-1/2-inch AC Overlay and striping	\$ 99.00	\$ 292,050.00
17	200	SF	302-6.8	237310	Concrete Pavement	\$ 12.00	\$ 2,400.00
18	200	SF	303-5.9	237310	Concrete Driveway (Contiguous)	\$ 12.00	\$ 2,400.00
19	1	LS	306-1.1.6	237110	Trench Shoring		\$ 40,000.00
20	165	CY	306-1.2.1.1	237110	Additional Bedding	\$ 35.00	\$ 5,775.00
21	8000	TON	306-1.6	237110	Imported Backfill	\$ 25.00	\$ 200,000.00
22	9120	LF	306-1.4.8.8	237110	Televising Sewer Mains for Acceptance	\$ 0.85	\$ 7,752.00
23	800	TON	306-1.5.1	237310	Temporary Resurfacing	\$ 95.00	\$ 76,000.00
24	371	LF	306-1.6	237110	8-Inch Sewer Main SDR 35	\$ 114.00	\$ 42,294.00
25	159	LF	306-1.6	237110	8-Inch Sewer Main, Special Strength SDR-26	\$ 148.00	\$ 23,532.00
26	479	LF	306-2.6	237110	8-Inch Sewer Main by Jacking Operation of 21-Inch Steel Casing	\$ 900.00	\$ 431,100.00
27	119	LF	306-1.6	237110	12-Inch Sewer Main SDR 35	\$ 163.00	\$ 19,397.00
28	162	LF	306-1.6	237110	12-Inch Sewer Main SDR 26	\$ 112.00	\$ 18,144.00
29	903	LF	306-1.6	237110	18-Inch Sewer Main SDR 35	\$ 156.00	\$ 140,868.00
30	4361	LF	306-1.6	237110	21-Inch Sewer Main SDR-35	\$ 186.00	\$ 811,146.00
31	1869	LF	306-1.6	237110	21-Inch Sewer Main, Special Strength SDR-26	\$ 215.00	\$ 401,835.00
32	707	LF	306-2.6	237110	21-Inch Sewer Main by Jacking Operation of 48-Inch Steel Casing	\$ 1,285.00	\$ 908,495.00
33	1	EA	306-1.7.1	237110	8-Inch Sewer Lateral & Cleanout (Collwood Blvd Condos)	\$ 2,500.00	\$ 2,500.00
34	3	EA	306-1.7.1	237110	4-Inch Sewer Lateral & Cleanout (Street)	\$ 1,850.00	\$ 5,550.00
35	10	EA	306-1.7.1	237110	4-Inch Sewer Lateral & Cleanout (Easement/Parking Lot)	\$ 1,100.00	\$ 11,000.00

Proposal (BID) (Rev. June 2011) Montezuma Trunk Sewer

BIDDING DOCUMENTS

Item	Quantity	Unit	Payment Reference	NAICS	Description	Unit Price	Extension
36	8	EA	306-1.8.6	237110	Manholes (4' x 3')	\$ 6,500.00	\$ 52,000.00
37	20	EA	306-1.8.6	237110	Manholes (5' x 3')-PVC Lined	\$ 14,000.00	\$ 280,000.00
38	1	EA	306-1.8.6	237110	Manholes (6' x 3')-PVC Lined	\$ 12,900.00	\$ 12,900.00
39	2	EA	306-1.8.6	237110	Manholes (7' diameter)-PVC Lined	\$ 37,500.00	\$ 75,000.00
40	2	EA	306-1.8.6	237110	Connection to Existing Manhole & Rechanneling	\$ 2,200.00	\$ 4,400.00
41	16	EA	306-5.3	237110	Abandon Existing Manhole Outside of Trench	\$ 1,200.00	\$ 19,200.00
42	413	LF	306-5.3	237110	Abandon and Fill Existing 8-Inch Sewer Main Outside of Trench Limit	\$ 4.00	\$ 1,652.00
43	5236	LF	306-5.3	237110	Abandon and Fill Existing 12-Inch Sewer Main Outside of Trench Limit	\$ 4.00	\$ 20,944.00
44	2266	LF	306-5.3	237110	Abandon and Fill Existing 15-Inch Sewer Main Outside of Trench Limit	\$ 6.00	\$ 13,596.00
45	10	EA	306-13	237110	Abandon Water Services (Stiff)	\$ 200.00	\$ 2,000.00
46	4	EA	309-4	541370	Survey Monuments	\$ 700.00	\$ 2,800.00
47	393	LF	500-1.1.9	237110	Rehabilitate 12-Inch Sewer Main	\$ 62.00	\$ 24,366.00
48	2	EA	500-2.10.2	237110	Rehabilitate Existing Manhole	\$ 5,500.00	\$ 11,000.00
49	1	LS	801-9.4	541330	Water Pollution Control Program Development		\$ 3,200.00
50	1	LS	801-9.4	237990	Water Pollution Control Program Implementation		\$ 6,500.00
51	5	DAYS	807-1	541330	Suspension of Work - Resources	\$ 1,250.00	\$ 6,250.00
52	7934	LF	807-1.2	541330	Archeological and Native American Monitoring Program	\$ 7.00	\$ 55,538.00
53	7934	LF	807-1.3	541330	Paleontological Monitoring Program	\$ 5.25	\$ 41,653.50

BIDDING DOCUMENTS

Item	Quantity	Unit	Payment Reference	NAICS	Description	Unit Price	Extension
54	1	AL	807-1.4	541330	Archeological and Native American Mitigation and Curation		\$10,000.00
55	100	CY	807-1.5	541330	Paleontological Mitigation and Excavation	\$ 65.00	\$ 6,500.00
					ESTIMATED TOTAL BASE BID	s 4	503,162.50

TOTAL BID PRICE FOR BID (Items 1 through 55 inclusive) amount written in words:

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

MARCELINO E. ORTIZ-PRESIDENT

AIDA BANGHART-VICE PRESIDENT

TERESA O. ORTIZ-SECRETARY

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

Bidder: MARCELINO E. ORTIZ for ORTIZ CORPORATION

Title: PRESIDENT

Business Address: 2000 MC KINLEY AVENUE, NATIONAL CITY, CA 91950

Place of Business: NATIONAL CITY, CA 91950

Place of Residence: CHULA VISTA, CA 91910

Proposal (BID) (Rev. June 2011)

Montezuma Trunk Sewer

13 | Page

NOTES:

- A. The City shall determine the low Bid based on the Base Bid alone.
- B. Prices and notations shall be in ink or typewritten. All corrections (which have been initiated by the Bidder using erasures, strike out, line out, or "white-out") shall be typed or written in with ink adjacent thereto, and shall be initialed in ink by the person signing the bid proposal.
- C. Failure to initial all corrections made in the bidding documents shall cause the Bid to be rejected as **non-responsive** and ineligible for further consideration.
- D. Blank spaces must be filled in, using figures. Bidder's failure to submit a price for any Bid item that requires the Bidder to submit a price shall render the Bid **non-responsive** and shall be cause for its rejection.
- E. Unit prices shall be entered for all unit price items. Unit prices shall not exceed two (2) decimal places. If the Unit prices entered exceed two (2) decimal places, the City will only use the first two digits after the decimal points without rounding up or down.
- F. All extensions of the unit prices bid will be subject to verification by the City. In the case of inconsistency or conflict between the product of the Quantity x Unit Price and the Extension, the product shall govern.
- G. In the case of inconsistency or conflict, between the sums of the Extensions with the estimated total Bid, the sum of the Extensions shall govern.
- H. Bids shall not contain any recapitulation of the Work. Conditional Bids will be rejected as being **non-responsive**. Alternative proposals will not be considered unless called for.
- I. The Bid shall contain an acknowledgment of receipt of all addenda, the numbers of which shall be filled in on the Bid form. The following addenda have been received and are acknowledged in this bid: [.....A.& B.......]. If an addendum or addenda has been issued by the City and not noted above as being received by the Bidder, this proposal shall be rejected as being **non-responsive**.

In accordance with the requirements provided in the "Subletting and Subcontracting Fair Practices Act", Division 2, Part 1, Chapter 4 of the Public Contract Code, the Bidder shall list below the name and address of each Subcontractor who will perform work, labor, render services or 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 list below the portion of the work which will be done 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 shall result in the Bid being rejected as non-responsive and ineligible for award. The Bidder's attention is directed to the Special Provisions - General; Paragraph 2-3 Subcontracts, 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 that Bidders are seeking recognition towards achieving any mandatory, voluntary, or both subcontracting participation percentages.

NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONSTRUCTOR OR DESIGNER	TYPE OF WORK	DOLLAR VALUE OF SUBCONTRACT	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB®	WHERE CERTIFIED®	CHECK IF JOINT VENTURE PARTNERSHIP
Name: SANCON ENGINEERING INC Address: 5841 ENGINEER DRIVE City: HUNTINGTON BEACH State: CA Zip: 92649 Phone: 714-891-2323	CONSTRUCTOR	MANHOLE REHAB	\$21,250.00	OBE	N/A	N/A
Name: TERRA WEST INC Address: 1061 TIERRA DEL REY #204 City: CHULA VISTA State: CA Zip: 91910 Phone: 619-591-1007	CONSTRUCTOR SERVICE	WATER POLLUTION CONTROL PLAN	\$600.00	SLBE	CITY OF SAN DIEGO	N/A
Name: VIDEO FACT DOCUMENTATION SERVICE Address: 4150 MERRITT BLVD City: LA MESA State: CA Zip: 91941 Phone: 619-589-080	CONSTRUCTOR	PRECON VIDEO	\$1,100.00	ELBE	CITY OF SAN DIEGO	N/A

①	As appropriate, Bidder shall identify Subcontractor as	one of the following a	and shall include a valid proof of certification (except for O	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	San Diego Regional Minority Supplier Diversity Council	SRMSDC
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 (except for OBE, SLBE and ELBE).

Form Title: LIST OF SUBCONTRACTORS

Form Number: AA35

Montezuma Trunk Sewer

(Rev. June 2011)

In accordance with the requirements provided in the "Subletting and Subcontracting Fair Practices Act", Division 2, Part 1, Chapter 4 of the Public Contract Code, the Bidder shall list below the name and address of each Subcontractor who will perform work, labor, render services or 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 list below the portion of the work which will be done 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 shall result in the Bid being rejected as **non-responsive** and ineligible for award. The Bidder's attention is directed to the Special Provisions - General; Paragraph 2-3 Subcontracts, 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 that Bidders are seeking recognition towards achieving any mandatory, voluntary, or both subcontracting participation percentages.

NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONSTRUCTOR OR DESIGNER	TYPE OF WORK	DOLLAR VALUE OF SUBCONTRACT	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB®	WHERE CERTIFIED@	CHECK IF JOINT VENTURE PARTNERSHIP
Name: PAYCO SPECIALTIES INC Address: 120 NORTH SECOND AVE City: CHULA VISTA State: CA Zip: 91910 Phone: 619-422-9204	CONSTRUCTOR	STRIPING	\$29,840.00	SLBE	CITY OF SAN DIEGO	N/A
Name: BONITA PIPELINE INC Address: 2209 HIGHLAND AVE City: NATIONAL CITY State: CA Zip: 91950 Phone: 619-434-9801	CONSTRUCTOR	CASING (FURNISH & WELD) & PIPE ABANDONMENT	\$323,216.00	SLBE	CITY OF SAN DIEGO	N/A
Name: HMS CONSTRUCTION INC Address: 1047 LA MIRADA CT City: VISTA State: CA Zip: 92081 Phone: 760-727-9808	CONSTRUCTOR	TRAFFIC LOOPS	\$2,568.00	OBE	N/A	N/A

①	As appropriate, Bidder shall identify Subcontractor as or	ne of the following a	and shall include a valid proof of certification (except for OB	E, 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	San Diego Regional Minority Supplier Diversity Council	SRMSDC
	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 (except for OBE, SLBE and ELBE).

Form Title: LIST OF SUBCONTRACTORS (Rev. June 2011)

Form Number: AA35 Montezuma Trunk Sewer

In accordance with the requirements provided in the "Subletting and Subcontracting Fair Practices Act", Division 2, Part 1, Chapter 4 of the Public Contract Code, the Bidder shall list below the name and address of each Subcontractor who will perform work, labor, render services or 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 list below the portion of the work which will be done 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 shall result in the Bid being rejected as **non-responsive** and ineligible for award. The Bidder's attention is directed to the Special Provisions - General; Paragraph 2-3 Subcontracts, 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 that Bidders are seeking recognition towards achieving any mandatory, voluntary, or both subcontracting participation percentages.

NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONSTRUCTOR OR DESIGNER	TYPE OF WORK	DOLLAR VALUE OF SUBCONTRACT	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB®	WHERE CERTIFIED⊘	CHECK IF JOINT VENTURE PARTNERSHIP
NameNATIONAL COATING & LINING COMPANY Address: 29885 SECOND ST. UNIT P City: LAKE ELSINORE State: CA Zip: 92532 Phone: 951-471-3388	CONSTRUCTION	MANHOLE REHAB & COATING	\$19,925.00	OBE	N/A	N/A
Name: AYALA BORING INC Address: 10150 POPLAR AV City: FONTANA State: CA Zip: 92335 Phone: 909-350-8940	CONSTRUCTOR	BORE & PIPE JACK	\$705,298.00	OBE	N/A	N/A
Name: Address: City: State: Zip: Phone:						

1	As appropriate, Bidder shall identify Subcontractor as or	ne of the following a	and shall include a valid proof of certification (except for OB	E, 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	San Diego Regional Minority Supplier Diversity Council	SRMSDC
	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 (except for OBE, SLBE and ELBE).

Form Title: LIST OF SUBCONTRACTORS (Rev. June 2011)

Form Number: AA35 Montezuma Trunk Sewer

In accordance with the requirements provided in the "Subletting and Subcontracting Fair Practices Act", Division 2, Part 1, Chapter 4 of the Public Contract Code, the Bidder shall list below the name and address of each Subcontractor who will perform work, labor, render services or 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 list below the portion of the work which will be done 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 shall result in the Bid being rejected as **non-responsive** and ineligible for award. The Bidder's attention is directed to the Special Provisions - General; Paragraph 2-3 Subcontracts, 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, OBE, SDB, WoSB, HUBZone, and SDVOSB Subcontractors that Bidders are seeking recognition towards achieving any mandatory, voluntary, or both subcontracting participation percentages.

NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONSTRUCTOR OR DESIGNER	TYPE OF WORK	DOLLAR VALUE OF SUBCONTRACT	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB©	WHERE CERTIFIED®	CHECK IF JOINT VENTURE PARTNERSHIP
Name: PAL GENERAL ENGINEERING INC Address: 5374 EASTGATE MALL City: SAN DIEGO State: CA Zip: 92121 Phone: 858-638-7100	CONSTRUCTOR	ASPHALT PAVING	\$619,360.00	SLBE	CITY OF SAN DIEGO	N/A
Name: BRIAN F. SMITH & ASSOCIATES Address: 14010 POWAY RD., STE A City: POWAY State: CA Zip: 92064 Phone: 858-679-8218	CONSTRUCTOR SERVICE	ARCHEO, PALEO & NATIVE AMERICAN MONITORING	\$61,106.00	SLBE	CITY OF SAN DIEGO	N/A
Name: G. SCOTT ASPHALT INC Address: 358 TROUSDALE DRIVE City: CHULA VISTA State: CA Zip: 91910 Phone: 619-420-1854	CONSTRUCTOR	SLURRY SEAL	\$ 7,119.00	SLBE	CITY OF SAN DIEGO	N/A

①	As appropriate, Bidder shall identify Subcontractor as	one of the following a	and shall include a valid proof of certification (except for OB	E, 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	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	San Diego Regional Minority Supplier Diversity Council	SRMSDC		

CADoGS

CA

The Bidder will not receive any subcontracting participation percentages if the Bidder fails to submit the required proof of certification (except for OBE, SLBE and ELBE).

City of Los Angeles

U.S. Small Business Administration

Form Title: LIST OF SUBCONTRACTORS

Form Number: AA35

Montezuma Trunk Sewer

State of California

State of California's Department of General Services

LA

SBA

NAMED EQUIPMENT/MATERIAL SUPPLIER LIST

The Bidder seeking the recognition of equipment, materials, or supplies obtained from Suppliers towards achieving any mandatory, voluntary, or both subcontracting participation percentages shall list the Supplier(s) on the Named Equipment/Material Supplier List. The Named Equipment/Material Supplier List, at a minimum, shall have the name, locations (City) and the **DOLLAR VALUE** of the Suppliers. The Bidder will be credited up to 60% of the amount to be paid to the Suppliers for such materials and supplies unless vendor manufactures or substantially alters materials and supplies in which case 100% will be credited. The Bidder is to indicate (Yes/No) whether listed firm is a supplier or manufacturer. In calculating the subcontractor participation percentages, vendors/suppliers will receive 60% credit of the listed **DOLLAR VALUE**, whereas manufacturers will receive 100% credit. If no indication provided, listed **DOLLAR VALUE**, whereas manufacturers will receive 100% credit. If no indication provided, listed firm will be credited at 60% of the listed **DOLLAR VALUE**, whereas manufacturers will receive 100% credit. If no indication provided, listed firm will be credited at 60% of the listed **DOLLAR VALUE**, whereas manufacturers will receive 100% credit. If no indication provided, listed firm will be credited at 60% of the listed **DOLLAR VALUE** for purposes of calculating the subcontractor participation percentages.

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®	WHERE CERTIFIED@
Name: J. CLOUD INC Address: 2094 WILLOW GLEN DRIVE City: EL CAJON State: CA Zip: 92019 Phone: 619-593-9020	AGGREGATES	\$73,154.00	YES	YES	ELBE	CITY OF SAN DIEGO
Name: Address: City: State: Zip: Phone:					·	
Name: Address: City: State: Zip: Phone:						

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	San Diego Regional Minority Supplier Diversity Council	SRMSDC
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 (except for OBE, SLBE and ELBE).

Form Title: NAMED EQUIPMENT/MATERIAL SUPPLIER LIST

Form Number: AA40

Montezuma Trunk Sewer

(Rev. June 2011)

MONTEZUMA TRUNK SEWER

UNDERGROUND UTILITIES

AT LEAST 3 WORKING DAYS PRIOR TO EXCAVATION, THE CONTRACTOR SHALL REQUEST A MARKOUT OF UNDERGROUND UTILITIES BY CALLING THE BELOW LISTED REGIONAL NOTIFICATION CENTER FOR AN INQUIRY IDENTIFICATION NUMBER: UNDERGROUND SERVICE ALERT (U.S.A.) AT 1-800-422-4133

CONTRACTOR'S RESPONSIBILITIES

- I. THE CONTRACTOR SHALL LOCATE AND RECONNECT ALL SEWER LATERALS. LOCATIONS AS SHOWN ON THE PLANS ARE APPROXIMATE ONLY, LATERAL RECORDS ARE AVAILABLE TO THE CONTRACTOR AT THE WATER DEPARTMENT, 2797 CAMINITO CHOLLAS. THE CONTRACTOR SHALL LOCATE THE IMPROVEMENTS THAT WILL BE AFFECTED BY LATERAL REPLACEMENTS.
- 2. THE LOCATIONS OF EXISTING BUILDINGS AS SHOWN ON THE PLAN ARE APPROXIMATE.
- 3. STORM DRAIN INLETS SHALL REMAIN FUNCTIONAL AT ALL TIMES DURING CONSTRUCTION.
- 4. UNLESS OTHERWISE NOTED AS PREVIOUSLY POTHOLED (PH), ELEVATIONS SHOWN ON THE PROFILE FOR EXISTING UTILITIES ARE BASED ON A SEARCH OF THE AVAILABLE RECORD INFORMATION ONLY AND ARE SOLELY FOR THE CONTRACTOR'S CONVENIENCE. THE CITY DOES NOT GUARANTEE THAT IT HAS REVIEWED ALL AVAILABLE DATA. THE CONTRACTOR SHALL POTHOLE ALL EXISTING UTILITIES EITHER SHOWN ON THE PLANS OR MARKED IN THE FIELD IN ACCORDANCE WITH THE SPECIFICATIONS SECTION 5-1.
- 5. EXISTING UTILITY CROSSING AS SHOWN ON THE PLANS ARE APPROXIMATE AND ARE NOT REPRESENTATIVE OF ACTUAL LENGTH AND LOCATION OF CONFLICT AREAS. SEE PLAN VIEW.
- 6. CONTRACTOR MUST CONTACT THE METROPOLITAN TRANSIT SYSTEM (MTS) NO LESS THAN ONE WEEK BEFORE THE REQUIRED CLOSURE OF ANY BUS STOPS OR DETOUR OF ANY TRAFFIC FROM EITHER DIRECTION OF FAIRMOUNT AVE, COLLWOOD BLVD, MONTEZUMA RD, AND CAMINO DEL RIO SOUTH. FOR ROADWAY DETOURS OR MTS BUS STOP CLOSURES, CONTACT (619) 238-0100 x6451.

STORM WATER PROTECTION

I. THIS PROJECT IS SUBJECT TO MUNICIPAL STORM WATER PERMIT ORDER NO. R9-2007-0001 AND

ABBREVIATIONS

ABAND	ABANDON	EB	ENCASED BURIED	OVHD	OVER HEAD
ABAND'D	ABANDONED	EL, ELEV	ELEVATION	PVC	POLYVINYL CHLORIDE
AC	ASBESTOS CEMENT	ELEC	ELECTRIC	PROP	PROPOSED
	PIPE	EX, EXIST	EXISTING	RED	REDUCER
AHD	AHEAD	E/0	EAST OF	RT	RIGHT
ASSY	ASSEMBLY	F	FLANGE	§	SURVEY LINE
ВК	BACK	GV	GATE VALVE	sīo	STUB OUT
BTWN	BETWEEN	HDPE	HIGH-DENSITY	S/0	SOUTH OF
CATV	CABLE TV		POLYETHYLENE	SWR	SEWER
CI	CAST IRON PIPE	HP	HIGH PRESSURE	TEL	TELEPHONE
Ģ	CENTER LINE	ΙE	INVERT ELEVATION	UNK	UNKNOWN
ĆOND	CONDUIT	LT	LEFT	VC	VITRIFIED CLAY PIPE
CONT	CONTINUED	MJ	MECHANICAL JOINT	WM	WATER METER
CONTR	CONTRACTOR	MTD	MUTTPLE TELEPHONE	WTR	WATER
DB	DIRECT BURIED	N/0	DUCT	W/O	WEST OF
			NORTH OF		

EXISTING STRUCTURES

EX WATER MAIN & VALVES	
EX WATER METER	
EX FIRE HYDRANT	<u> </u>
EX SEWER MAIN & MANHOLES	C
EX DRAINS	=========
EX PAVEMENT (PROFILE)	
EX GROUND LINE (PROFILE)	
EX TRAFFIC SIGNAL	O4€ TS
EX STREET LIGHT	→ SL
GAS MAIN	
ELEC. COND., TEL. COND., CATV	E T C·
RAILROAD, TROLLEY TRACKS	

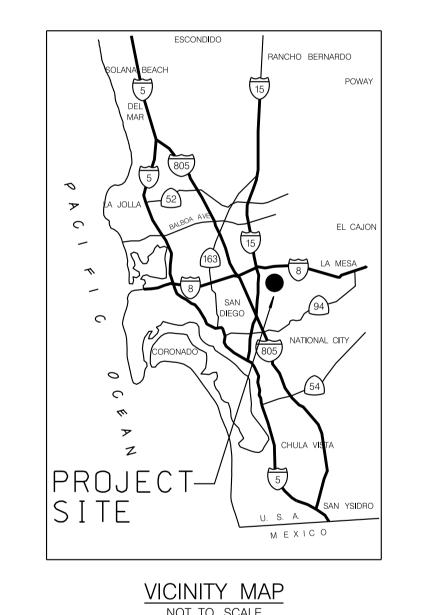
NScott

CONSTRUCTION CHANGE / ADDENDUM WARNING CHANGE DATE AFFECTED OR ADDED SHEET NUMBERS APPROVAL NO. IF THIS BAR DOES NOT MEASURE I" THEN DRAWING IS NOT TO SCALE.

LIMITS OF WORK

SHEET DISCIPLINE		TITLE	LIMITS	PIPE		LENGTH (FT)			
NO.	CODE			SIZE (IN)	MATERIAL	8"	12"	18"	21"
۱.	G-I	COVER SHEET							
2	C-I	LOCATION MAP							
3.	C-2	FAIRMOUNT AVE	BTWN BTWN I-8 & MONTEZUMA RD	8,21	SEWER	8			800
4.	C-3	FAIRMOUNT AVE	BTWN BTWN I-8 & MONTEZUMA RD	21	SEWER				900
5.	C-4	FAIRMOUNT AVE	BTWN BTWN I-8 & MONTEZUMA RD	18,21	SEWER			219	561
6.	C-5	MONTEZUMA RD	BTWN FAIRMOUNT AVE & COLLWOOD BLVD	21	SEWER				700
7.	C-6	MONTEZUMA RD	BTWN FAIRMOUNT AVE & COLLWOOD BLVD	8,21	SEWER	19			800
8.	C-7	MONTEZUMA RD	BTWN FAIRMOUNT AVE & COLLWOOD BLVD	21	SEWER				600
9.	C-8	MONTEZUMA RD	BTWN FAIRMOUNT AVE & COLLWOOD BLVD	21	SEWER				1000
10.	C-9	MONTEZUMA RD	BTWN FAIRMOUNT AVE & COLLWOOD BLVD	8,21	SEWER	294			562
II.	C-IO	COLLWOOD BLVD	BTWN MONTEZUMA RD & COLLWOOD WY	21	SEWER				600
12.	C-II	COLLWOOD BLVD	BTWN MONTEZUMA RD & COLLWOOD WY	12,21	SEWER		119		413
13	C-I2	SEWER EASEMENT - COLLWOOD VILLAS	BTWN MONTEZUMA RD & COLLWOOD WY	18	SEWER			683	
14.	C-I3	COLLWOOD MEADOWS APTS	MAP 9393 COLLWOOD MEADOWS	8	SEWER	687			
15.	C-14	MONTEZUMA RD	BTWN FAIRMOUNT AVE & COLLWOOD BLVD	12	SEWER		554		
16.	C-I5	RESURFACING	SEE EACH SHEET						
17.	C-16	SEWER MAIN & MANHOLE ABANDONMENT	SEE EACH SHEET						
18.	C-17	CURB RAMPS/DRIVEWAYS	SEE EACH SHEET						
19.	C-18	MISC DETAILS	SEE EACH SHEET						
TI-T2I	TI-T2I	TRAFFIC CONTROL	SEE EACH SHEET						
				TOTAL	9,519	1008	673	902	6936

DEL CERRO



KEY MAP

NO SCALE

BENCHMARK: The following benches used on this project were locate at NEBP 394.681 TOYON-YERBASANTA, based on NGVD 29 feet as shown in City of San Diego bench

FIELD NOTES:MONTEZUMA TRUNK SEWER ADDITIONAL, RUSSELL, 8/12/08, W.O. 177731, 222-1737

STREETS REQUIRING 9" TRENCH CAP: FAIRMOUNT AVE, MONTEZUMA RD, COLLWOOD BLVD

TEMPORARY BMP CONSTRUCTION SITE STORM WATER PRIORITY: MEDIUM

AS-BUILT INFORMATION MATERIALS MANUFACTURER PIPE SDR 35 (SEWER) PIPE SDR 26 (SEWER) SEWER MANHOLES **★**\ Exp<u>9-30-12</u> REHABILITATE SEWER MANHOLES REHABILITATE SEWER MAIN

WORK TO BE DONE

CONSTRUCTION OF MONTEZUMA TS CONSISTS OF THE INSTALLATION OF EIGHT INCH (8"), TWELVE INCH (12"), EIGHTEEN INCH (18") AND TWENTY-ONE INCH (21") SEWER MAINS, TRENCH SHORING, PAVEMENT RESURFACING, TRAFFIC CONTROL AND ALL OTHER WORK IN ACCORDANCE WITH THE SPECIFICATIONS FOR MONTEZUMA TS AND OTHER DRAWINGS NUMBERED 3553I-OI-D THROUGH 3553I-I9-D.

	<u>LEGEND</u>	
<u>IMPROVEMENTS</u>	STANDARD DRAWINGS	SYMBOL
TRENCH RESURFACING	SDG-107, SDG-108 TRENCH RESURFACING FOR ASPHALT CONCRETE SURFACED STREETS SEE DETAIL SHEET 16	
SEWER MAIN	SDS-100, SDS-101, SDS-108, SDS-110 (TYPE C)	
SEWER MANHOLE/PVC LINED	SDS-106, SDS-107, SDM-113, M-3, SM-03, SM-04, SM-07	
REHAB. EX. SEWER MANHOLE	SEE PLANS & SPECS	— ⊙ — - —
SEWER MAIN REHAB.	SEE PLANS & SPECS	REHAB
4" SEWER LATERAL WITH C.O. UNLESS OTHERWISE SPECIFIED	SDS-100, SDS-102, SDS-103, SDS-104, SDS-105, SDS-108, SDS-110 (TYPE C), SDS-118	P.L. PROPOSED SEWER
CONCRETE PROTECTION FOR EXIST SEWER PIPE	SDS-II6	State of the state
CONCRETE ENCASEMENT	SDS-II2	\$223 - 1.10 1.10 a
ABANDON EX MANHOLE	SM-08	
SLURRY FILL ABANDONED SEWER MAIN	SEE PLANS AND SPECS	E
SURVEY MONUMENT	M-IO	

FOR ADDITIONAL SYMBOLS SEE RESURFACING, CURB RAMP, AND TRAFFIC CONTROL SHEETS.

DISCIPLINE CODE

- G GENERAL C CIVIL
- T TRAFFIC CONTROL

SPEC. NO. 5527

PERMIT NUMBER # II-SD-NUX-0470
CO <u>SD</u> RTE <u>8</u> PM <u>6.26</u>
AS-BUILT PLANS FOR ROADWAY
GEOMETRIC AND ABOVE GROUND
FEATURES
STATE REPRESENTATIVE DATE

PLANS FOR THE CONSTRUCTION OF MONTEZUMA TRUNK SEWER

COVER SHEET

CITY OF SAN DIEGO, CALIFORNIA N/A SEWER | WBS R _ S00332 SHEET I OF 19 SHEETS REGAN OWEN BY APPROVED DATE FILMED MD/CV SEE SHEETS

ENGINEERING AND CAPITAL PROJECTS DEPARTMENT DESCRIPTION MATT DEBELISO
PROJECT ENGINEER ORIGINAL CCS27 COORDINATE SEE SHEETS CCS83 COORDINATE ONTRACTOR ___ 35531-1-D

FIELD DATA

DATUM: MEAN SEA LEVEL

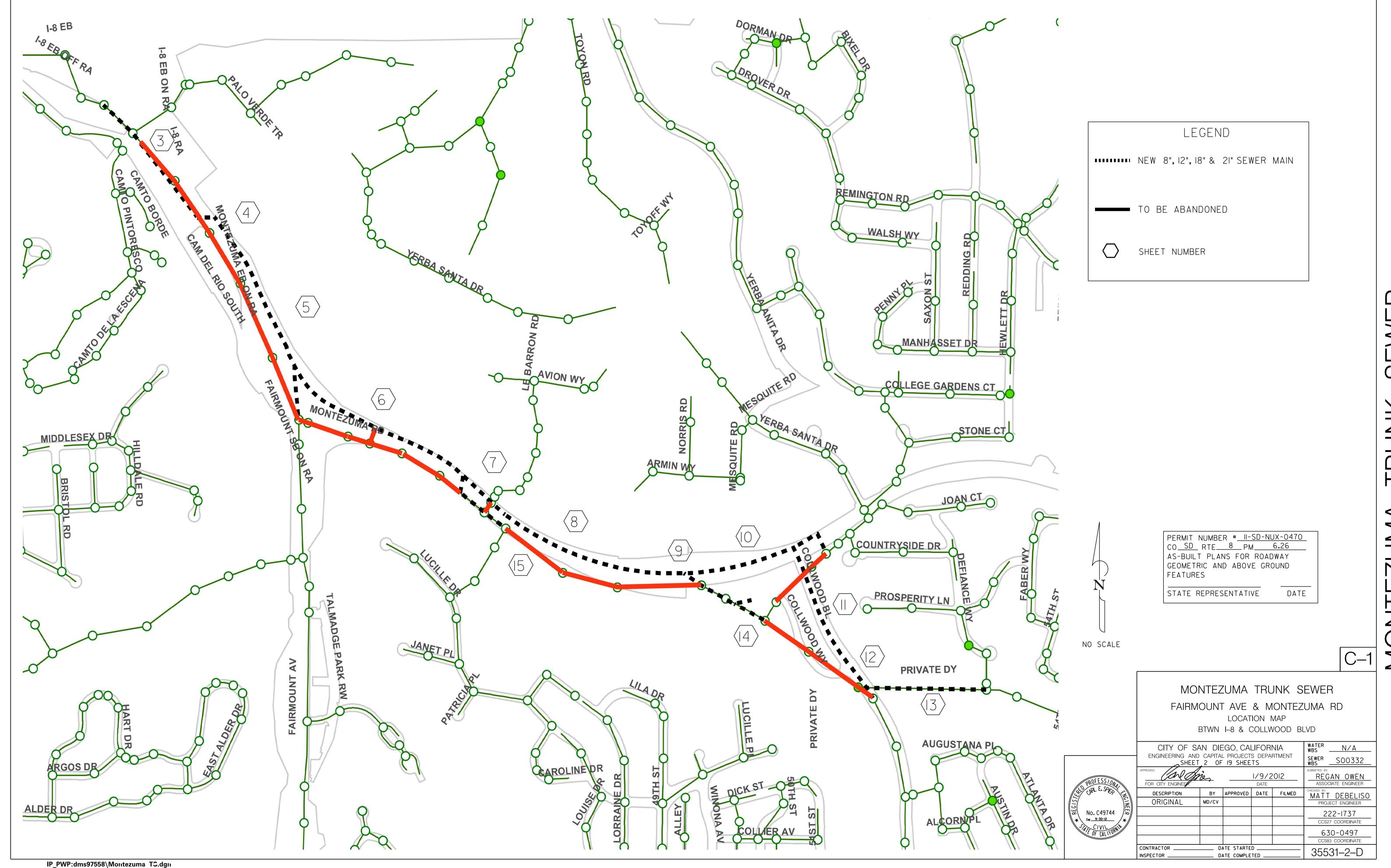
TY OF SAN DIEGO	
BLIC WORKS PROJECT	

LOCATION MAP

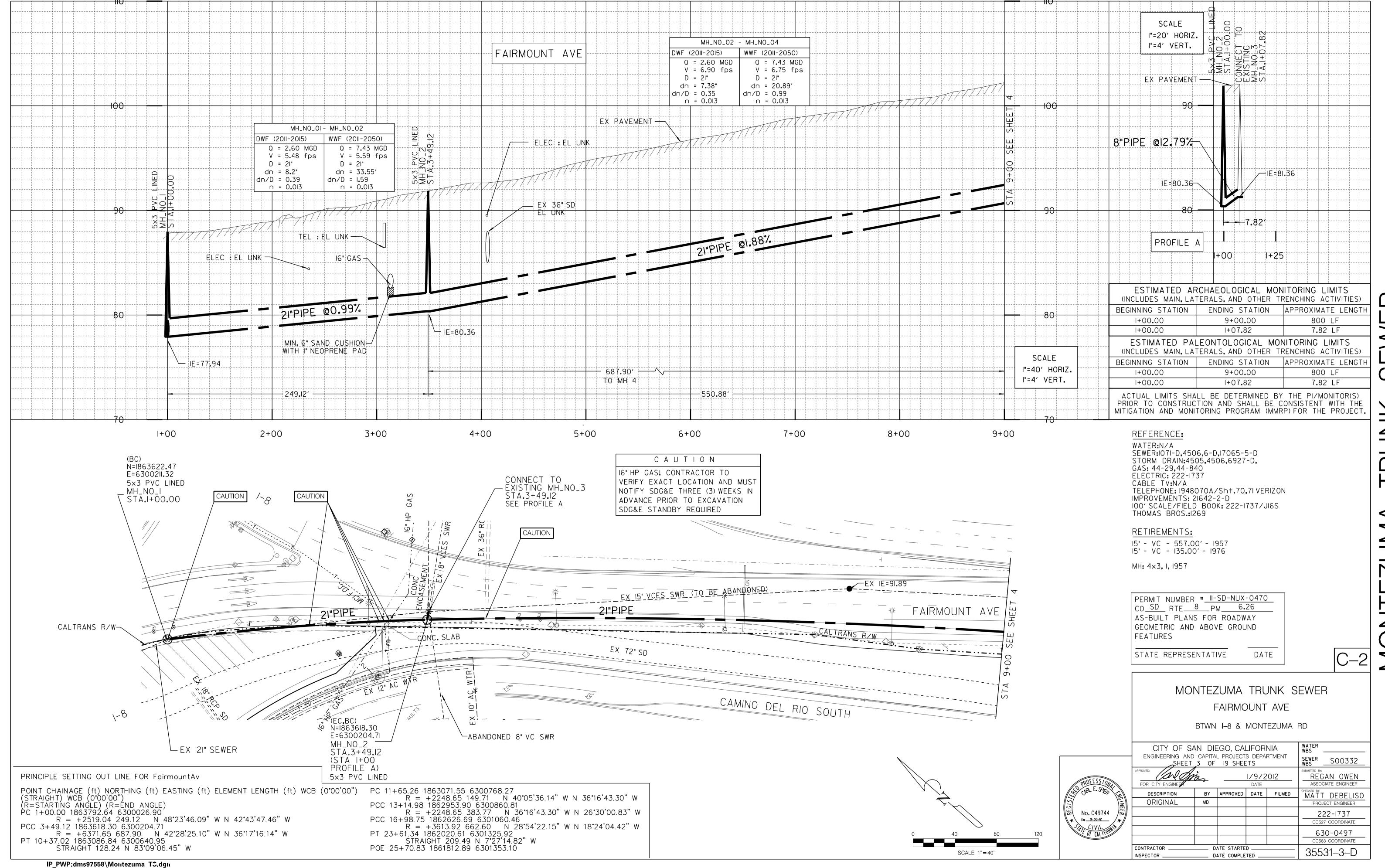
TALMADGE

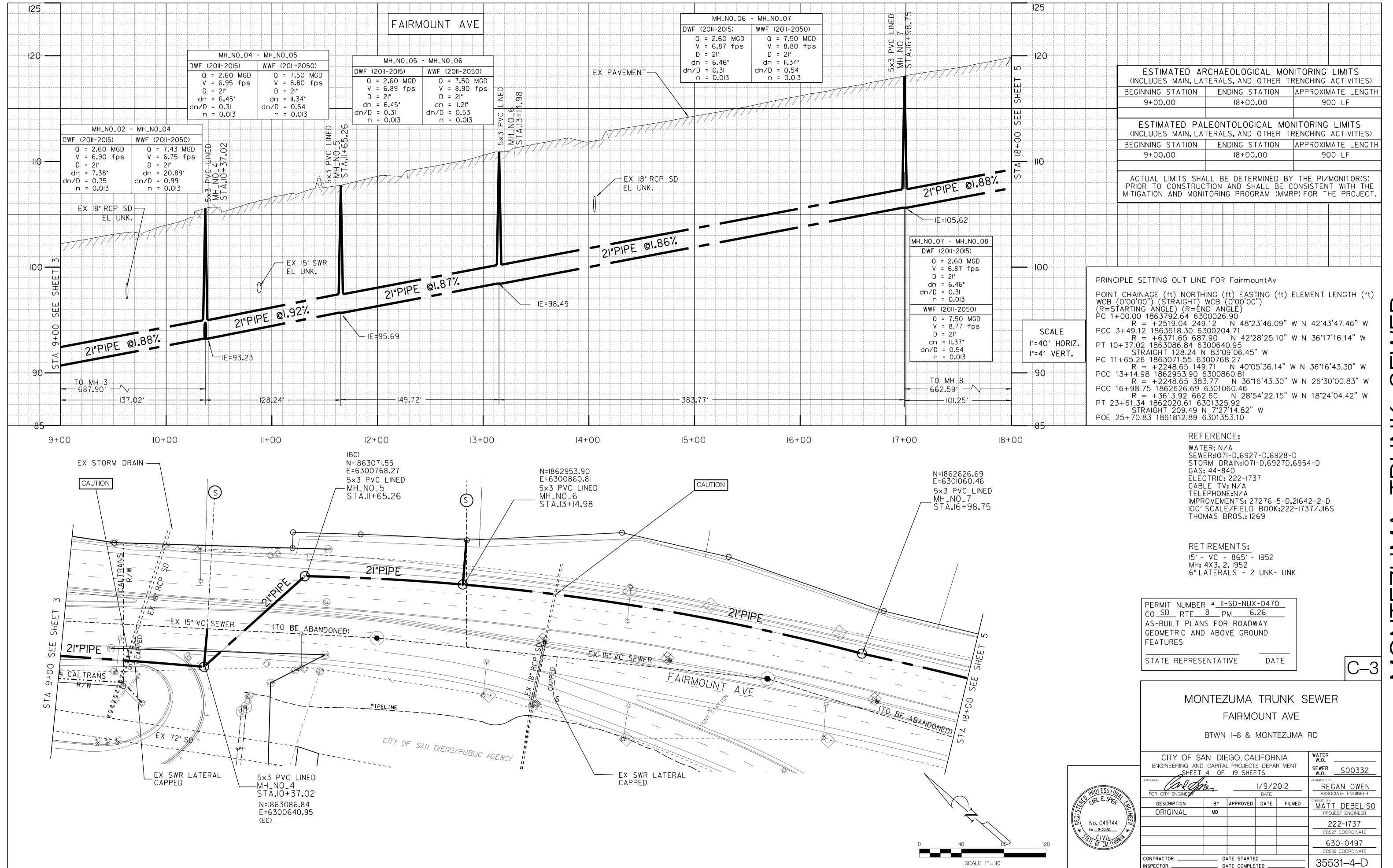
KENSINGTON

IP PWP:dms97534\Montezuma TS-1001gn



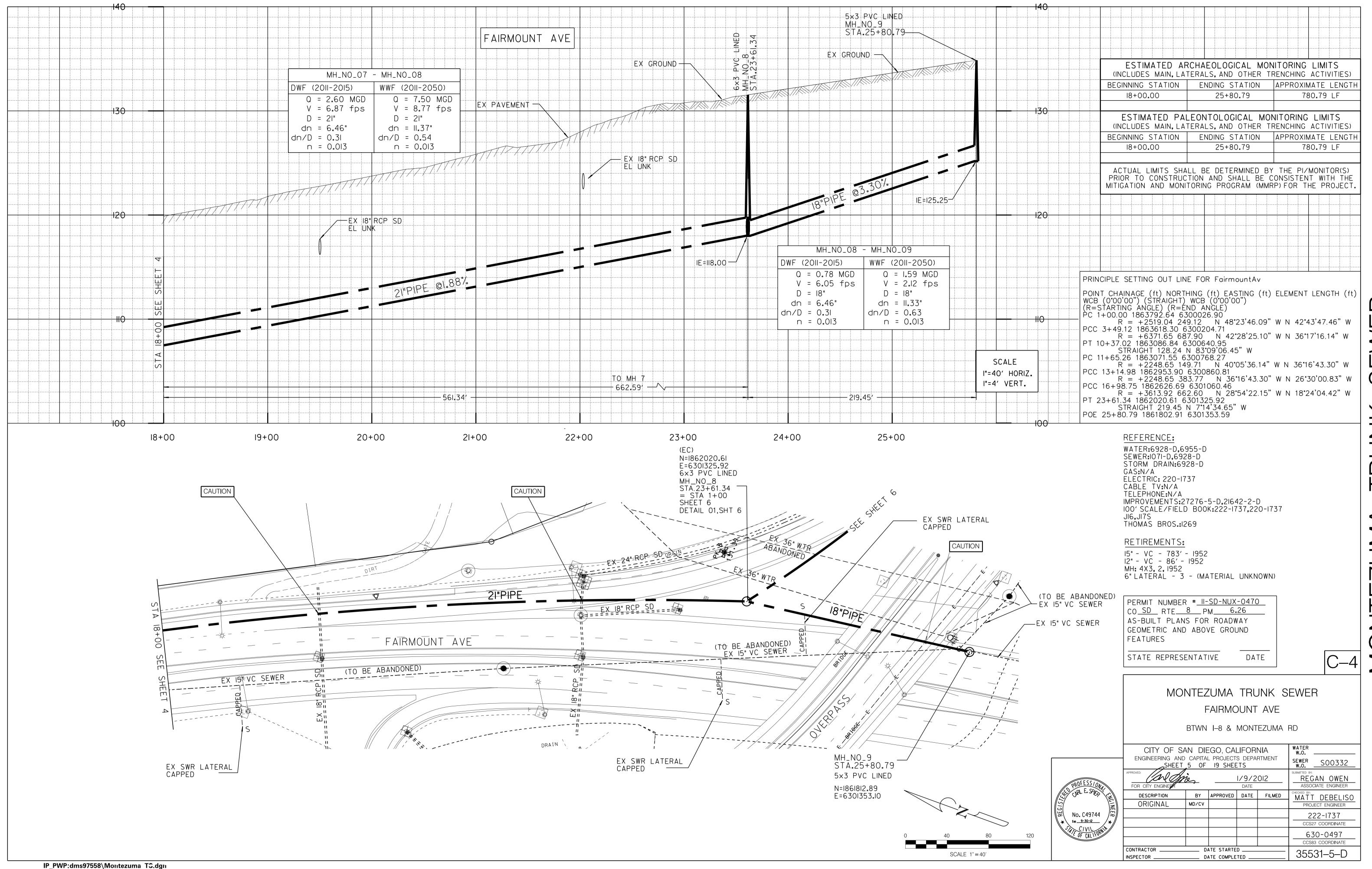
nviray





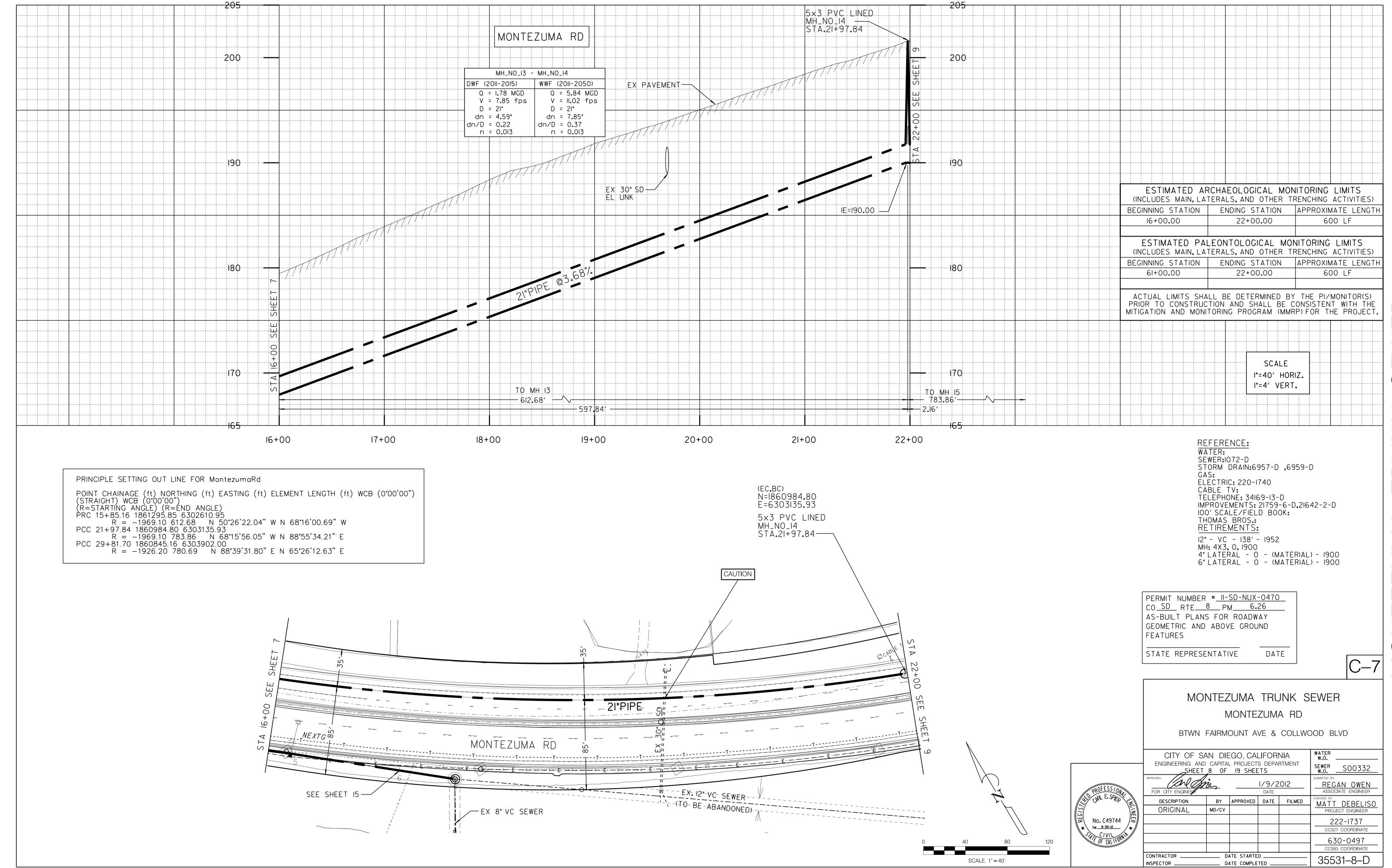
10-JAN-2012 15:18

nviray

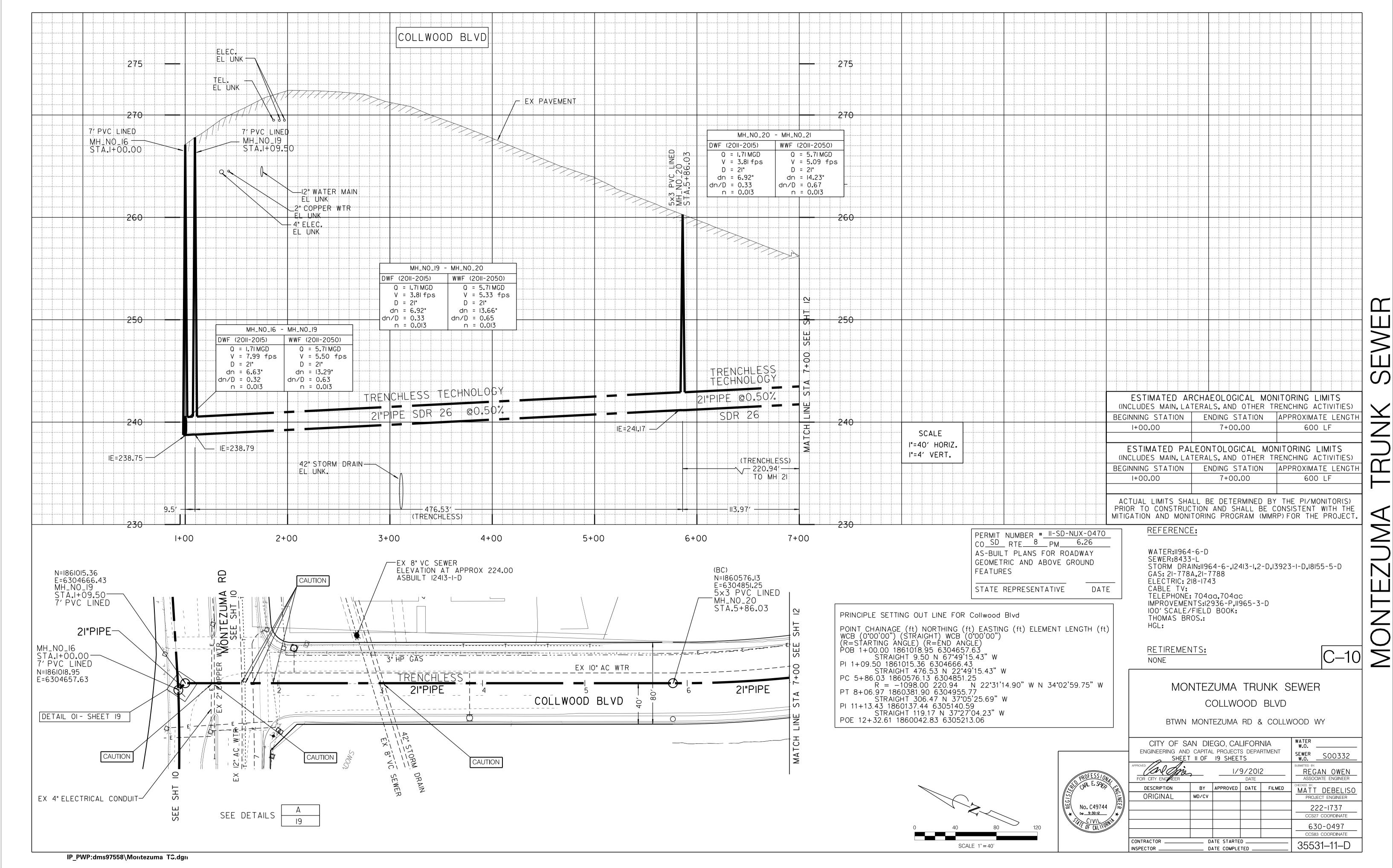


nviray

nviray

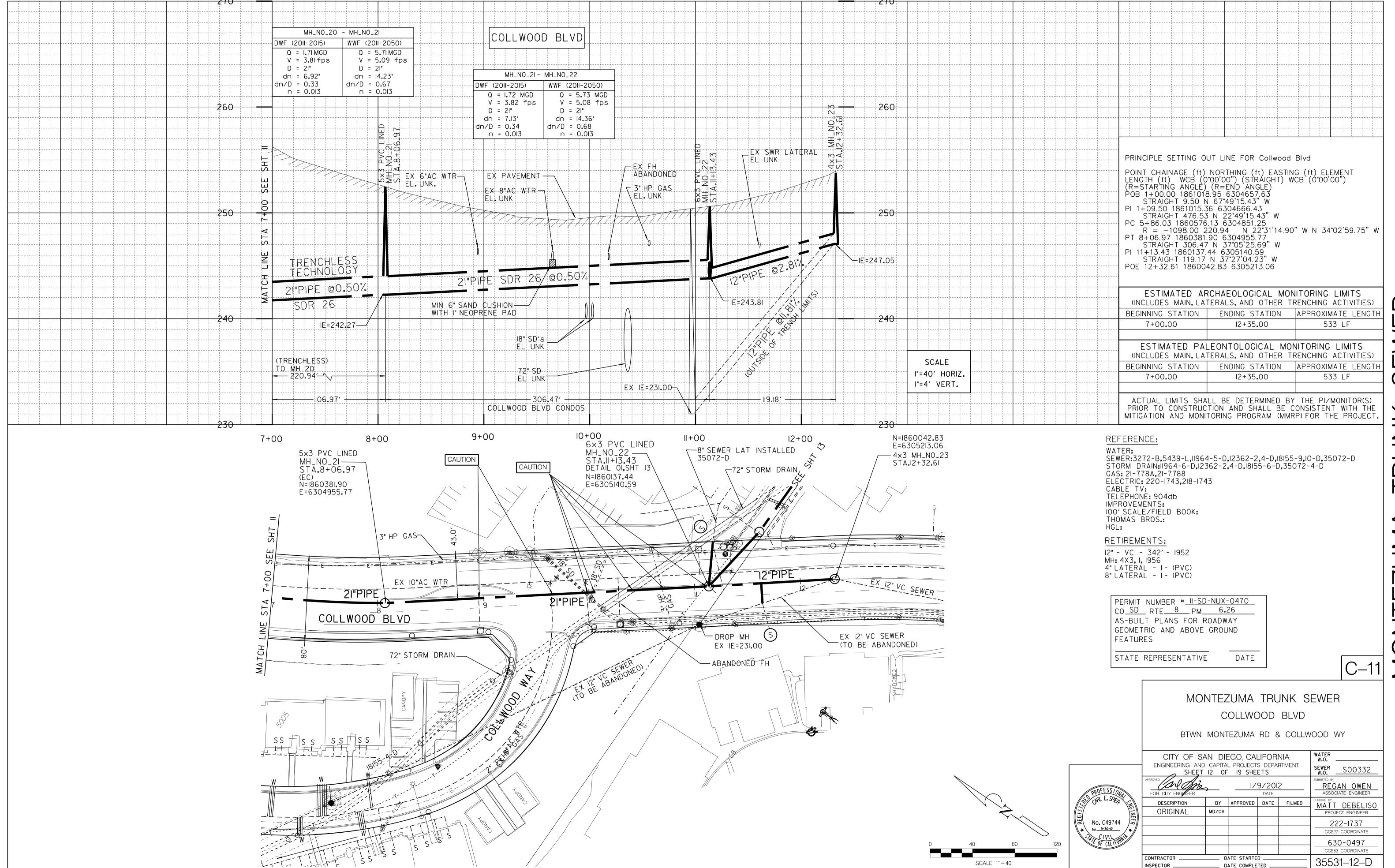


nviray



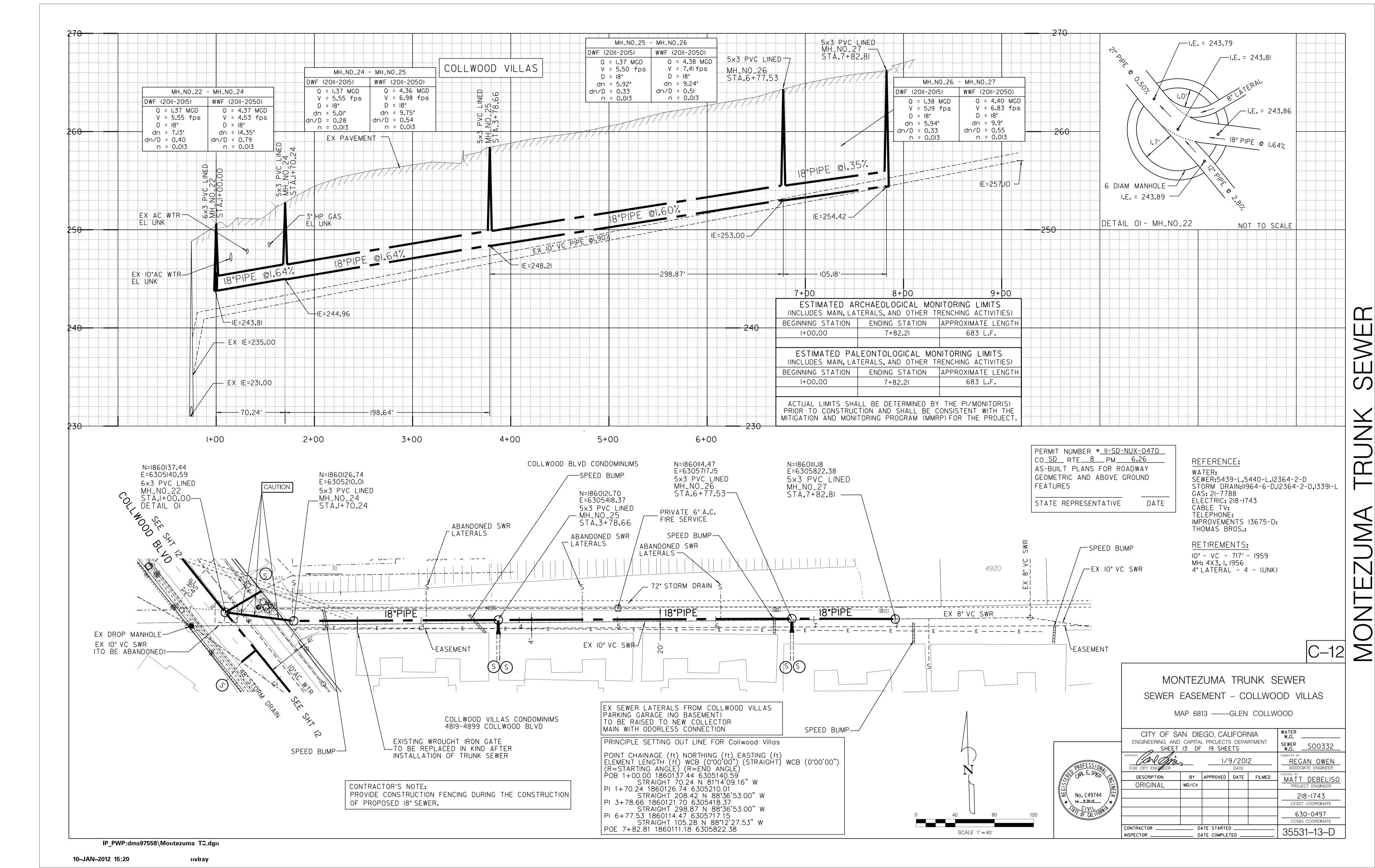
10-JAN-2012 15:19

nviray



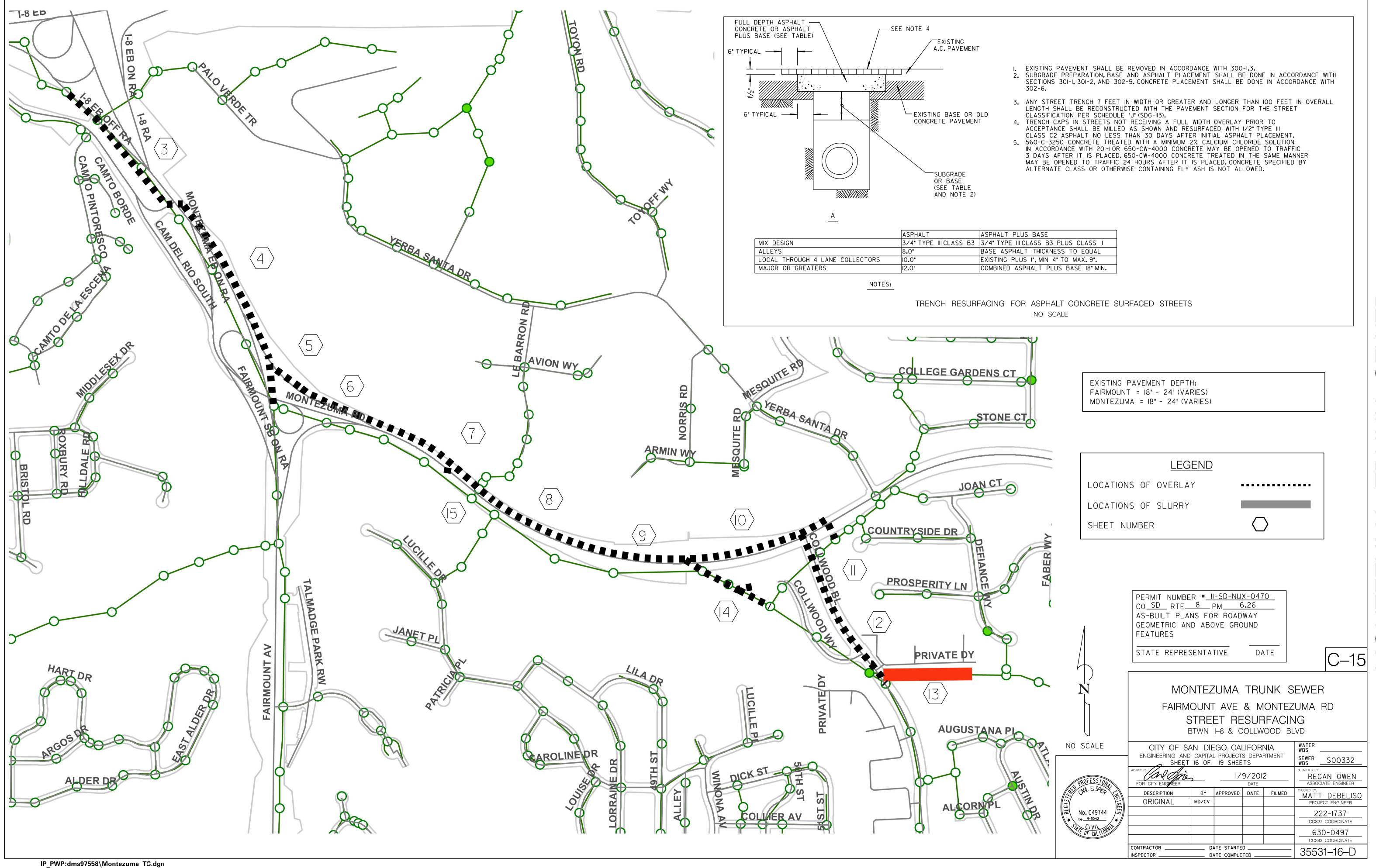
10-JAN-2012 15:19

nviray



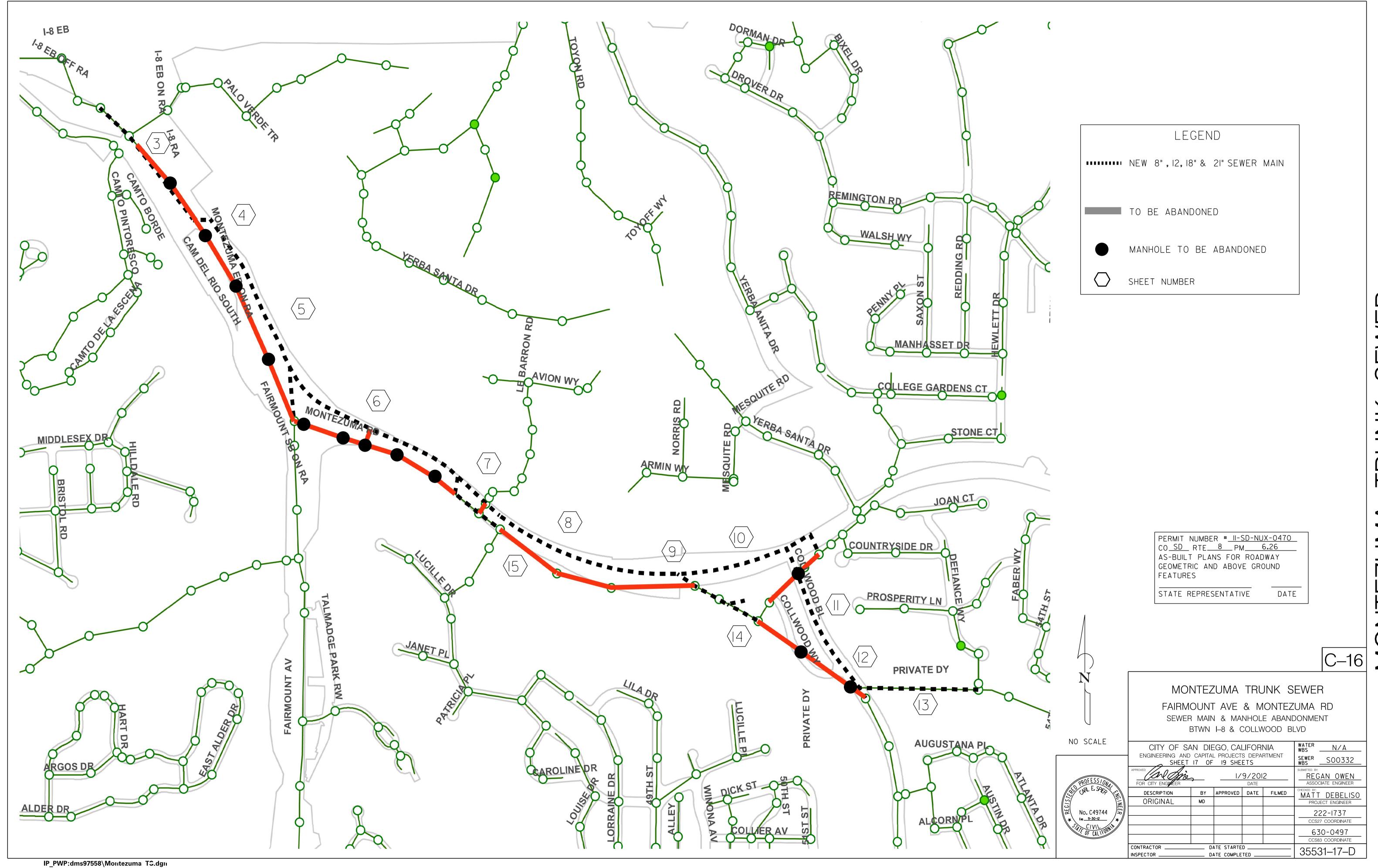
nviray

nviray



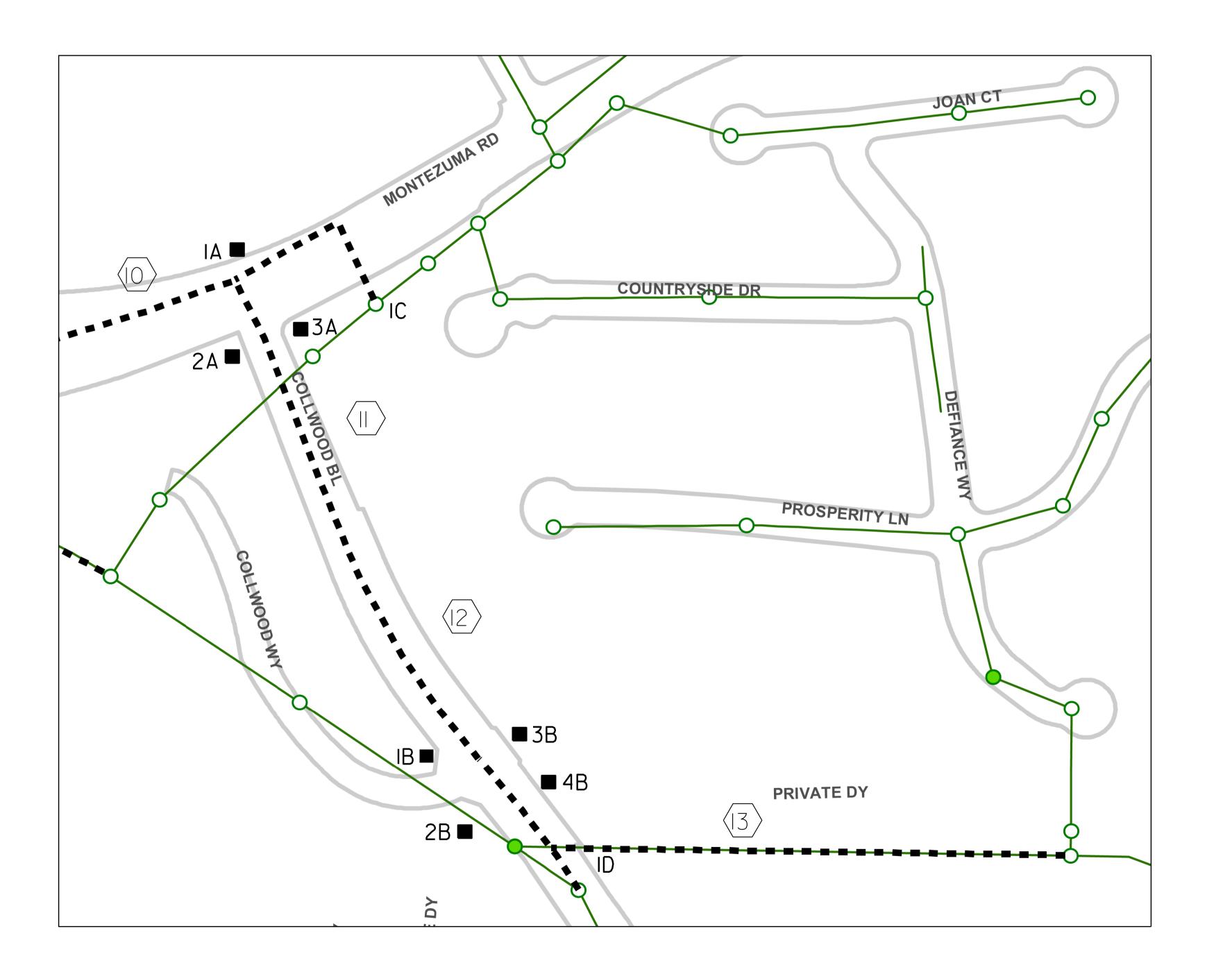
10-JAN-2012 15:20

nviray



nviray

LEGEND PLAN SHEET NUMBER RAMP & DRIVEWAY LOCATOR EX RAMP WITH DWT NEW 8", 12", 18" & 21" SEWER MAIN



	MONTE	ZUMA	CURB RAMP/DRIVEWAY NOTES TABLE
LOCATION NO.	N-NEW E-EXISTING	HISTORIC STAMPS Y=SAVE;N=DON'T SAVE	COMMENTS / DATE STAMP TITLE
IΑ			EXISTING RAMP WITH DWT- DO NOT REPLACE
2A			EXISTING RAMP WITH DWT- DO NOT REPLACE
3A			EXISTING RAMP WITH DWT- DO NOT REPLACE
IB			EXISTING RAMP WITH DWT- DO NOT REPLACE
2B			EXISTING RAMP WITH DWT- DO NOT REPLACE
 3B			EXISTING RAMP WITH DWT- DO NOT REPLACE
4B			EXISTING RAMP WITH DWT- DO NOT REPLACE
IC	R	N	NEW DRIVEWAY REQUIRED-G14-A
			(TO BE INSTALLED BY PROJECT B00926
			STARTING 01-09-2012, SEE 35360-D)
ID	R	N	NEW DRIVEWAY REQUIRED-G14-A

NOTE: CONTRACTOR TO NOTIFY SURVEYING 30 DAYS PRIOR TO REMOVAL OF SIDEWALK FOR DRIVEWAY CONSTRUCTION TO RELOCATE ANY SURVEY MARKERS.

NOTE:
PROTECT AND KEEP (OR RELOCATE) ALL HISTORIC
STAMPS WITHIN CORNER SIDEWALKS.

PERMIT NUMBER #_II-SD-NUX-0470
CO_SD_ RTE__8 PM__ 6.26
AS-BUILT PLANS FOR ROADWAY
GEOMETRIC AND ABOVE GROUND
FEATURES

STATE REPRESENTATIVE

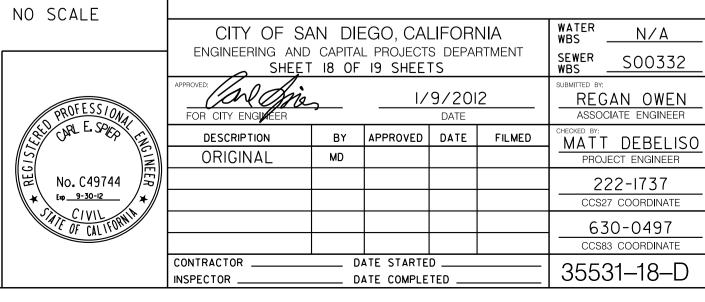
DATE ____

MONTEZUMA TRUNK SEWER

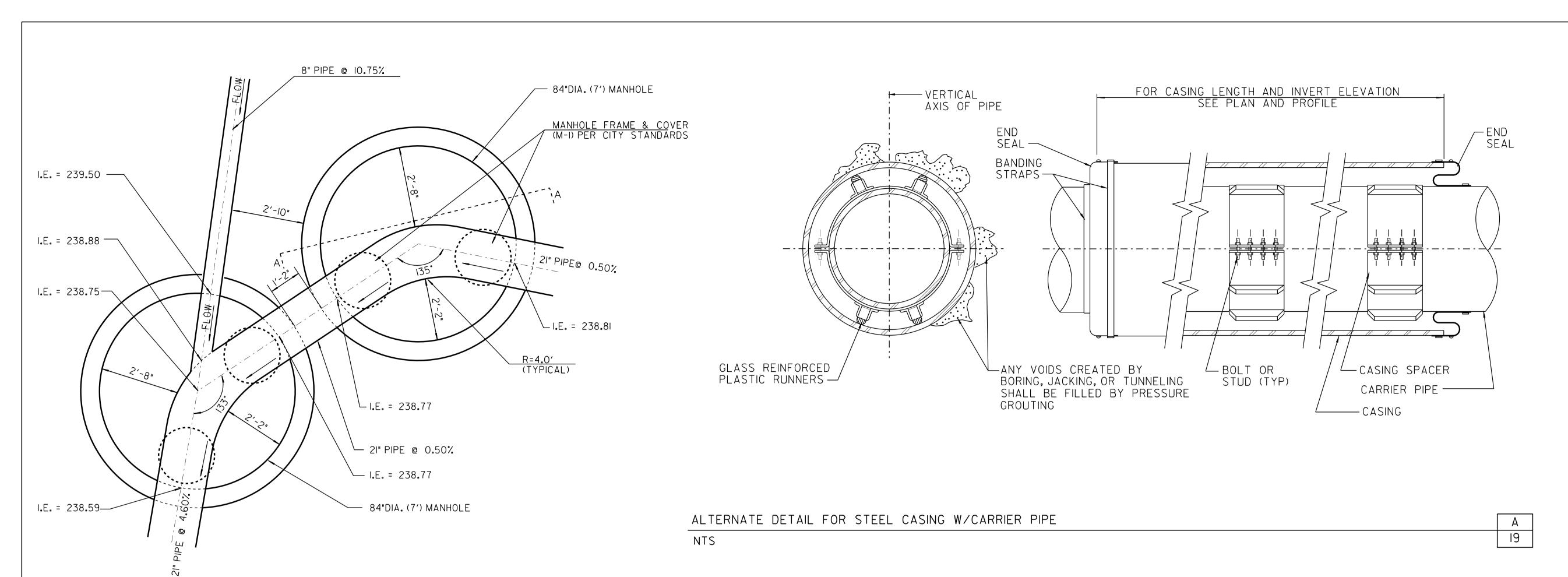
FAIRMOUNT AVE & MONTEZUMA RD

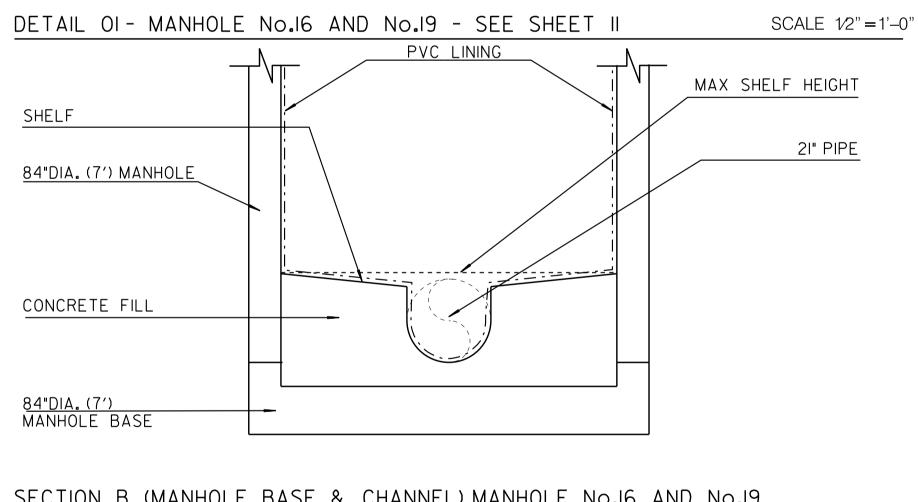
CURB RAMPS & DRIVEWAYS

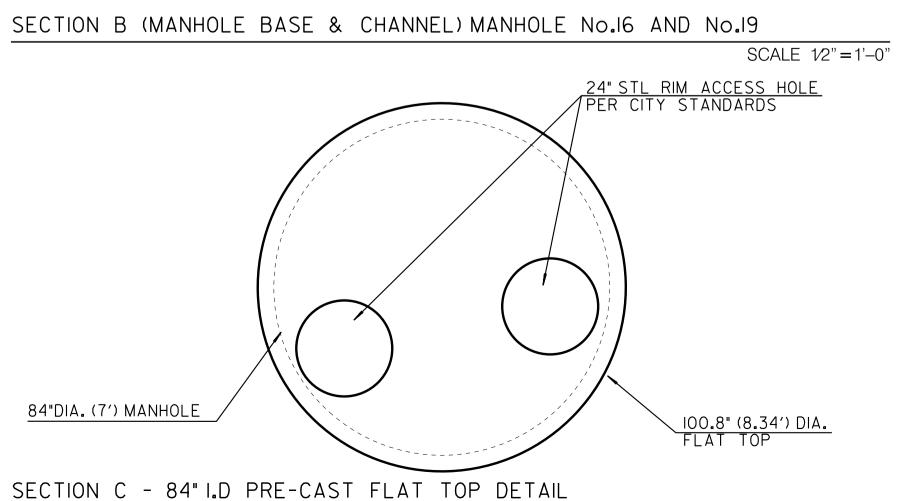
BTWN I-8 & COLLWOOD BLVD



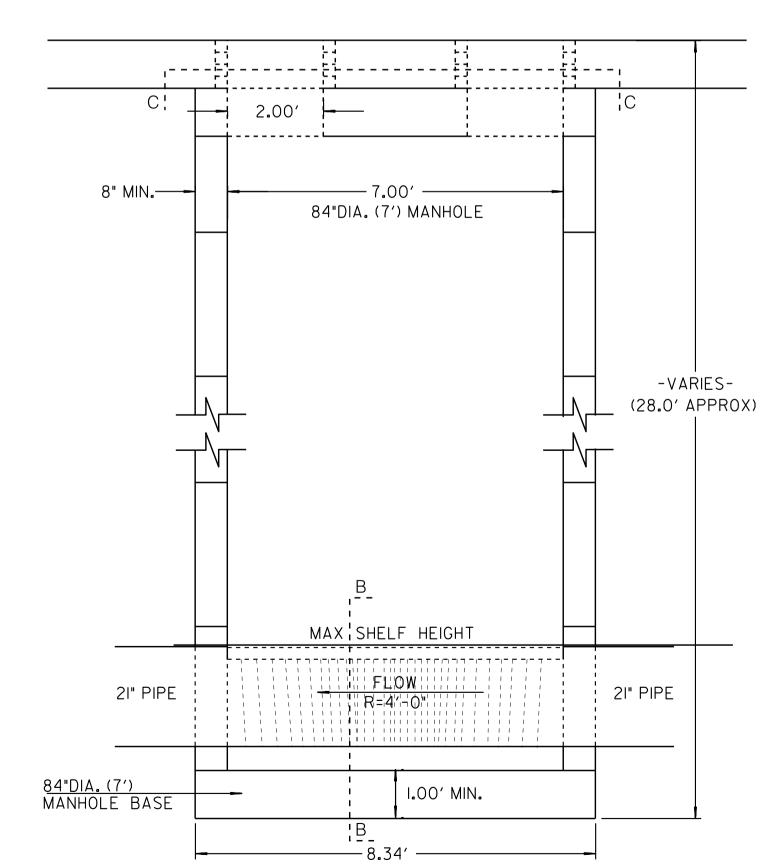
IP_PWP:dms97558\Montezuma TS.dgn







SCALE 1/2"=1'-0"



SECTION A (84" I.D PRE-CAST MANHOLE) MANHOLE No.16 AND No.19

SCALE 1/2"=1'-0"

PERMIT NUMBER # II-SD-NUX-0470
CO_SD_ RTE__8 PM___6.26
AS-BUILT PLANS FOR ROADWAY
GEOMETRIC AND ABOVE GROUND
FEATURES

STATE REPRESENTATIVE DATE

MONTEZUMA	TRUNK	SEWER	

DETAILS

	CITY OF SA ENGINEERING AND SHEET	WATER WBSSEWER SO0332				
	APPROVED: FOR CITY ENGINEER	REGAN OWEN ASSOCIATE ENGINEER				
	DESCRIPTION	BY	APPROVED	DATE	FILMED	CHECKED BY: MATT DEBELISO
	ORIGINAL	MD/RVD0				PROJECT ENGINEER
						CCS27 COORDINATE
-			 ATE STARTE			CCS83 COORDINATE
	INSPECTOR	35531–19–D				

IP_PWP:dms97558\Montezuma Tᢒ.dgn

10-JAN-2012 15:21

MANHOLE No.16 AND No.19

nviray

TRAFFIC CONTROL NOTES:

DAYS WHEN THE WORK WILL AFFECT A TRAFFIC SIGNAL.

a. CITY OF SAN DIEGO STANDARD DRAWINGS, APPENDIX "A";

OF FIVE (5) WORKING DAYS PRIOR TO CLOSURE OF STREETS.

EDITION OF EACH OF THE FOLLOWING MANUALS:

FIRE DEPARTMENT DISPATCH

POLICE DEPARTMENT TRAFFIC

STREET DIVISION/ELECTRICAL

UNDERGROUND SERVICE ALERT

AND TIMES OF RESTRICTIONS.

WASTE MANAGEMENT DEPT.

SAN DIEGO TRANSIT

AND CITY OF SAN DIEGO SUPPLEMENT AMENDMENTS.

I. VALIDATION. THIS TRAFFIC CONTROL PLAN IS NOT VALID UNTIL WORK DATES ARE APPROVED. THE CONTRACTOR SHALL, PER SECTION 7-10.1.3 OF THE CONTRACT SPECIAL PROVISIONS, CALL THE

ENGINEERING TRAFFIC CONTROL SECTION AT (858) 495-4741 TO OBTAIN A PERMIT. THE CONTRACTOR

STANDARDS. THIS TRAFFIC CONTROL PLAN SHALL CONFORM TO THE MOST RECENTLY ADOPTED

NOTIFICATIONS. THE CONTRACTOR SHALL NOTIFY THE FOLLOWING AFFECTED AGENCIES A MINIMUM OF

(REFUSE COLLECTION)

(TRAFFIC SIGNALS)

ANY EXCAVATION)

(TAXIZONES)

(BUS STOPS)

PRIOR TO CLOSURE OF DRIVEWAYS. THE CONTRACTOR SHALL POST SIGNS NOTIFYING THE PUBLIC A MINIMUM

4. POSTING NO PARKING SIGNS. THE CONTRACTOR SHALL POST "TOW-AWAY/NO PARKING" SIGNS TWENTY-FOUR (24) HOURS IN ADVANCE FOR TEMPORARY PARKING REMOVAL. SIGNS SHALL INDICATE SPECIFIC DAYS, DATES,

FROM BEING 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 OPEN TO TRAFFIC, EXCEPT AS SHOWN ON THE PLANS.

DESIGNATED FOR REMOVAL. REPAIRS AND REPLACEMENTS SHALL BE EQUAL TO EXISTING IMPROVEMENTS. LOOP

DETECTORS SHALL BE REPLACED WITHIN THREE (3) WORKING DAYS OF COMPLETION OF UNDERGROUND WORK.

6. RESTORATION OF TRAFFIC CONTROL DEVICES. THE CONTRACTOR SHALL REPAIR OR REPLACE TRAFFIC CONTROL DEVICES (INCLUDING TRAFFIC SIGNS, STRIPING, PAVEMENT MARKERS, PAVEMENT MARKINGS, LEGENDS, CURB MARKINGS, LOOP DETECTORS, TRAFFIC SIGNAL EQUIPMENT, ETC.) DAMAGED OR REMOVED AS A RESULT OF OPERATIONS AND NOT

(STREET OR ALLEY CLOSURE)
(STREET OR ALLEY CLOSURE)

THE CONTRACTOR SHALL NOTIFY PROPERTY OWNERS AND TENANTS A MINIMUM OF FIVE (5) WORKING DAYS

b. CALTRANS MANUAL OF TRAFFIC CONTROLS FOR CONSTRUCTION AND MAINTENANCE WORK ZONES; AND STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION ("GREENBOOK"), INCLUDING REGIONAL

MUST CALL A MINIMUM OF TWO (2) WORKING DAYS PRIOR TO STARTING WORK OR FIVE (5) WORKING

FIVE (5) WORKING DAYS PRIOR TO ANY EXCAVATION, CONSTRUCTION OR TRAFFIC CONTROL:

MONTEZUMA TRUNK SEWER TRAFFIC CONTROL PLANS

CO_SD_ RTE__8_ PM____6.26_ AS-BUILT PLANS FOR ROADWAY GEOMETRIC AND ABOVE GROUND FEATURES

PERMIT NUMBER #_II-SD-NUX-0470

TABLE

DATE STATE REPRESENTATIVE

RECOMMENDED SIGN SPACING FOR ADVANCE WARNING SIGN SERIES

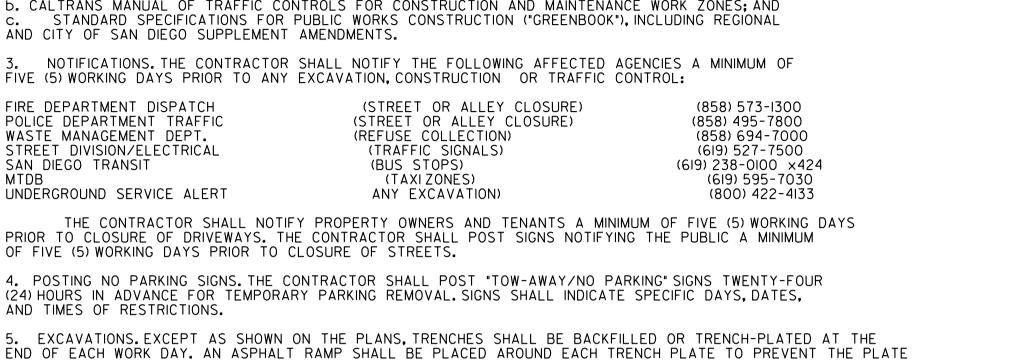
MAXIMUM TAPER LENGTHS MINIMUM DISTANCE IN FEET DEVICE APPROACH FOR LANE WIDTHS * **SPACING** SPEED BETWEEN SIGNS AND IO FT LIFT 12 FT FROM LAST SIGN TO TAPER IN FEET (MPH) 25 150-200 115 125 200-300 150 165 180 205 225 245 250-400 350-500 295 320 45 500-750 495 540 550 600 500 500-1000 55+ 500-1500 550 605 660

* L=WS2 /60 FOR SPEED OF 40 MPH OR LESS; L=WS FOR SPEED GREATER THAN 40 MPH. TAPER LENGTHS SHOWN ARE ROUNDED TO NEAREST 5 FEET.

RECOMMENDED TAPER LENGTH AND DEVICE SPACING FOR CHANNELIZING TAPERS

APPROACH SPEED	TAPER LENGTH	SPACING OF CONES ALONG TAPER	NOTE: TAPER FORMUL	NOTE: TAPER FORMULA			
(MPH) 25 30	(L) * 125 180	(FEET) ± 25 30	L = S × W	for speeds greater than 40 mph			
35 40 45 50 50+	245 320 540 600 660	35 40 45 50 50	$L = \frac{W \times S^2}{60}$ Where:	for speeds of 40 mph or less			
ED ON 12-F ROPRIATE I	FOOT WIDE	LANE. THIS COLUMN IS WIDTHS LESS THAN 12 F	S = numerical speed pr ALSO W = width of	<pre>L = minimum length of taper S = numerical value of APPROACH speed prior to work (mph) W = width of offset (feet)</pre>			

TRAFFIC CONTROL SIGNS



(858) 495-7800

(858) 694-7000

(619) 527-7500

(619) 238-0100 ×424

(619) 595-7030

DE TOUR AHEAD

SIDEWALK CLOSED AHEAD

CROSS HERE

R9-II

ROAD

CONSTRUCTION

AHEAD

W20-

RIGHT LANE

TURN RIGHT

R3-7

RAMP

CLOSED

RII-2 (RAMP)

MUST



CLOSED

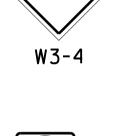
(RAMP)

BIKE LANE

CLOSED

W20-5(BIKE)





SC3(CA)

BHARE

THE

ROAD

PREPARED

TO STOP



C30(CA)



W4-2(RT)

W4-2(LT)



NOTE: ALL SIGNS ARE STANDARD SIZE

* BASE(APPR(

TRAFFIC CONTROL 85TH PERCENTILE SPEED

FAIRMOUNT AVE	55	MPH
	35	MPI
MONTEZUMA RD BET FAIRMOUNT & COLLWOOD 5	50	MP
MONTEZUMA RD BET COLLWOOD & 54TH	10	MP
COLLWOOD BLVD	35	MPI

3 **NARROW** CONSTRUCTION TURN RIGH. R9-3a R4-7a C9A(CA) A DETOUR M4-IO (RT) R3-I R3-2 R3-4

RAMP

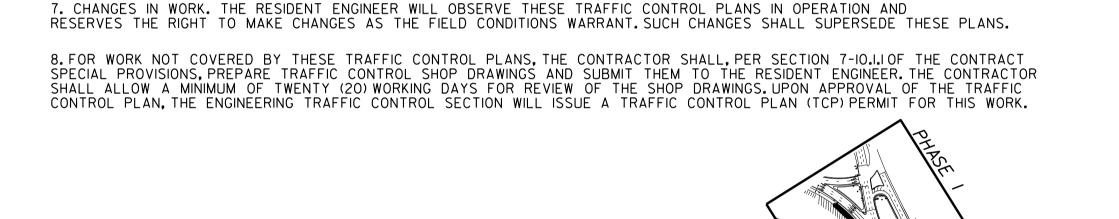
CLOSED

DY/MO/YR

DY/MO/YR

9PM-6AM

SC6-4(CA)



MINIMUM ØF 5 WORKING DAYS NOTIFICATION REQUIRED FOR CONSTRUCTION WORK WHICH AFFECTS TRAFFIC SIGNALS CALL (858) 495-4741

LEGEND

DELINEATOR OR CONE

TRAFFIC DIRECTIONAL ARROW

WORKING AREA

FLASHING ARROW BOARD

BARRICADE

WORK HOURS: 9:00 PM TO 6:00 AM

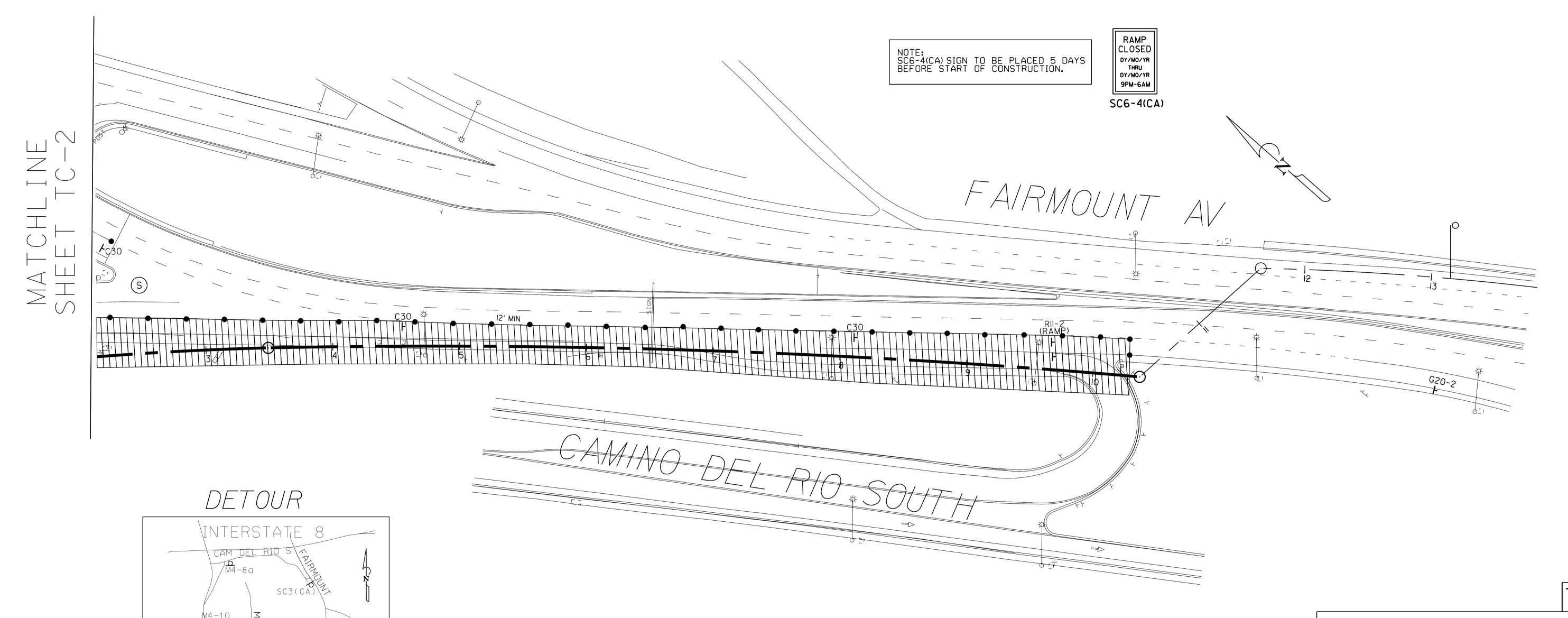
M4-IO (LT)

MONTEZUMA TRUNK SEWER FAIRMOUNT AVE

BTWN I-8 & MONTEZUMA RD

	VIA RTMENT	WATER W.OSEWER W.OSO0332				
	2	REGAN OWEN ASSOCIATE ENGINEER				
PROFESS/ONAL	DESCRIPTION ORIGINAL	BY MD	APPROVED	DATE	FILMED	CORSON SMITH PROJECT ENGINEER
2 111 NEER 2 111 NEER 2 111						222-1737 CCS27 COORDINATE
Exp. 6-30-13						630-0497 CCS83 COORDINATE
OF CALIFORN	CONTRACTOR DATE STARTED INSPECTOR DATE COMPLETED				35531–T1–D	

PHASE /



WORK HOURS: 9:00 PM TO 6:00 AM

SC3(CA)

ALDINE

MEADE

TRAFFIC SIGNAL NOTE: CONTRACTOR SHALL COORDINATE WITH TRAFFIC CONTROL AND SIGNAL SECTION (858-495-4741) A MINIMUM OF 5 (FIVE) WORKING DAYS PRIOR TO WORK AFFECTING A TRAFFIC SIGNAL. TRAFFIC SIGNAL TO REMAIN OPERATIONAL

