

City of San Diego

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FAX NO.:

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Phone No. (619) 533-3426

H. Leon / M. Jirjis Nakasha / N. Alkuree

BIDDING DOCUMENTS



FOR

TORREY PINES ROAD PEDESTRIAN HYBRID BEACON

BID NO.: _____ **L-24-2250-DBB-2**

SAP NO. (WBS/IO/CC): _____ **B-20146**

CLIENT DEPARTMENT: _____ **2116**

COUNCIL DISTRICT: _____ **1**

PROJECT TYPE: _____ **II**

THIS CONTRACT WILL BE SUBJECT TO THE FOLLOWING:

- THE CITY'S SUBCONTRACTING PARTICIPATION REQUIREMENTS FOR SLBE PROGRAM
- COMPETITION RESTRICTED TO: SLBE-ELBE or ELBE FIRMS ONLY
- PREVAILING WAGE RATES: STATE FEDERAL
- APPRENTICESHIP

BID DUE DATE:

2:00 PM


MARCH 19, 2024

CITY OF SAN DIEGO'S ELECTRONIC BIDDING SITE, PLANETBIDS

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

ENGINEER OF WORK

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



For City Engineer

2/8/2024
Date

Seal:



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REQUIRED DOCUMENTS SCHEDULE DURING BIDDING AND AWARDING

The Bidder's attention is directed to the City's Municipal Code §22.0807(d)(2) for important information regarding grounds for debarment for failure to submit required documentation.

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

<http://www.sandiego.gov/eoc/forms1>

| ITEM | DOCUMENT TO BE SUBMITTED | WHEN DUE | FROM |
|------|--|---|----------------|
| 1. | Bid Bond (PDF via PlanetBids) | At Time of Bid | ALL BIDDERS |
| 2. | Contractors Certification of Pending Actions | At Time of Bid | ALL BIDDERS |
| 3. | Mandatory Disclosure of Business Interests | At Time of Bid | ALL BIDDERS |
| 4. | Debarment and Suspension Certification for Prime Contractors | At Time of Bid | ALL BIDDERS |
| 5. | Debarment and Suspension Certification for Subcontractors, Suppliers & Mfgs | At Time of Bid | ALL BIDDERS |
| 6. | Bid Bond (Original) | By 5 PM 1 working day after bid opening | ALL BIDDERS |
| 7. | If the Contractor is a Joint Venture: <ul style="list-style-type: none"> • Joint Venture Agreement • Joint Venture License | Within 10 working days of receipt by bidder of contract forms | AWARDED BIDDER |
| 8. | Payment & Performance Bond; Certificates of Insurance & Endorsements; and Signed Contract Agreement Page | Within 10 working days of receipt by bidder of contract forms and NOI | AWARDED BIDDER |
| 9. | In-Use Off-Road Diesel Fueled Fleet Regulation (OFF-ROAD REGULATION) Compliance | Within 10 working days of receipt by bidder of contract forms and NOI | AWARDED BIDDER |
| 10. | Listing of "Other Than First Tier" Subcontractors | Within 10 working days of receipt by bidder of contract forms | AWARDED BIDDER |

NOTICE INVITING BIDS

1. **SUMMARY OF WORK:** This is the City of San Diego's (City) solicitation process to acquire Construction services for **Torrey Pines Road Pedestrian Hybrid Beacon**. For additional information refer to Attachment A.
2. **LIMITED COMPETITION:** This solicitation is open only to City-certified **SLBE/ELBE** firms on the City's approved Prequalified Contractors List. For information regarding the SLBE-ELBE Construction Program and registration visit the City's web site: <http://www.sandiego.gov>.
3. **ESTIMATED CONSTRUCTION COST:** The City's estimated construction cost for this project is **\$562,000**.
4. **BID DUE DATE AND TIME ARE: March 19, 2024 at 2:00 PM.**
5. **PREVAILING WAGE RATES APPLY TO THIS CONTRACT:** Refer to Attachment D.
6. **LICENSE REQUIREMENT:** To be eligible for award of this contract, Prime contractor must possess the following licensing classification: **A**
7. **SUBCONTRACTING PARTICIPATION PERCENTAGES:**
 - 7.1. The City has incorporated voluntary subcontractor participation percentage to enhance competition and maximize subcontracting opportunities as follows.
 - 7.2. The following voluntary subcontractor participation percentage for DBE, DVBE, WBE, MBE, SLBE, and ELBE certified Subcontractors shall apply to this contract:

Total voluntary subcontractor participation percentage for this project is 10%.
8. **AWARD PROCESS:**
 - 8.1. The Award of this contract is contingent upon the Contractor's compliance with all conditions of Award as stated within these documents and within the Notice of Intent to Award.
 - 8.2. Upon acceptance of bids and determination of the apparent low bidder, the City will prepare the contract documents for execution within approximately 21 days of the date of the bid opening. The City will then award the contract upon receipt of properly signed Contract, bonds, and insurance documents.
 - 8.3. This contract will be deemed executed and effective only upon the signing of the Contract by the Mayor or his designee and approval as to form by the City Attorney's Office.
 - 8.4. The low Bid will be determined by the Base Bid.
 - 8.5. Once the low Bid has been determined, the City may, at its sole discretion, award the contract for the Base Bid alone.

9. SUBMISSION OF QUESTIONS:

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

RRiego@sandiego.gov

9.2. Questions received less than 14 days prior to the date for opening of Bids may not be considered.

9.3. Questions or clarifications deemed by the City to be material shall be answered via issuance of an addendum and posted to the City's online bidding service.

9.4. Only questions answered by formal written addenda shall be binding. Oral and other interpretations or clarifications shall be without legal effect. It is the Bidder's responsibility to be informed of any addenda that have been issued and to include all such information in its Bid.

INSTRUCTIONS TO BIDDERS

1. PREQUALIFICATION OF CONTRACTORS:

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

<http://www.sandiego.gov/cip/bidopps/prequalification>
- 1.5. Due to the City's responsibility to protect the confidentiality of the contractors' information, City staff will not be able to provide information regarding contractors' prequalification status over the telephone. Contractors may access real-time information about their prequalification status via their vendor profile on [PlanetBids.™](#)

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

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

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

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

3. ELECTRONIC BID SUBMISSIONS CARRY FULL FORCE AND EFFECT:

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

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

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

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

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

shall be free to release the information when required in accordance with the PRA, pursuant to any other applicable law, or by order of any court or government agency, and the Contractor will hold the City harmless for release of this information.

5. CONTRACTOR REGISTRATION AND ELECTRONIC REPORTING SYSTEM:

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

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

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

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

7. INSURANCE REQUIREMENTS:

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

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

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

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

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

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

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

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

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

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

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

14. AWARD:

14.1. The Award of this contract is contingent upon the Contractor's compliance with all conditions precedent to Award.

- 14.2.** Upon acceptance of a Bid, the City will prepare contract documents for execution within approximately 21 days of the date of the Bid opening and award the Contract approximately within 7 days of receipt of properly executed Contract, bonds, and insurance documents.
- 14.3.** This contract will be deemed executed and effective only upon the signing of the Contract by the Mayor or his designee and approval as to form the City Attorney's Office.
- 15. SUBCONTRACT LIMITATIONS:** The Bidder's attention is directed to Standard Specifications for Public Works Construction, Section 3-2, "SELF-PERFORMANCE" in The GREENBOOK and as amended in the SSP which requires the Contractor to self-perform not less than the specified amount. Failure to comply with this requirement shall render the bid **non-responsive** and ineligible for award.
- 16. AVAILABILITY OF PLANS AND SPECIFICATIONS:** Contract Documents may be obtained by visiting the City's website: <http://www.sandiego.gov/cip/>. Plans and Specifications for this contract are also available for review in the office of the City Clerk or Purchasing & Contracting Department, Public Works Division.
- 17. ONLY ONE BID PER CONTRACTOR SHALL BE ACCEPTED:** No person, firm, or corporation shall be allowed to make, file, or be interested in more than one (1) Bid for the same work unless alternate Bids are called for. A person, firm or corporation who has submitted a sub-proposal to a Bidder, or who has quoted prices on materials to a Bidder, is not hereby disqualified from submitting a sub-proposal or quoting prices to other Bidders or from submitting a Bid in its own behalf. Any Bidder who submits more than one bid will result in the rejection of all bids submitted.
- 18. SAN DIEGO BUSINESS TAX CERTIFICATE:** The Contractor and Subcontractors, not already having a City of San Diego Business Tax Certificate for the work contemplated shall secure the appropriate certificate from the City Treasurer, Civic Center Plaza, First floor and submit to the Contract Specialist upon request or as specified in the Contract Documents. Tax Identification numbers for both the Bidder and the listed Subcontractors must be submitted on the City provided forms within these documents.
- 19. BIDDER'S GUARANTEE OF GOOD FAITH (BID SECURITY) FOR DESIGN-BID-BUILD CONTRACTS:**
- 19.1.** For bids \$250,000 and above, bidders shall submit Bid Security at bid time. Bid Security shall be in one of the following forms: a cashier's check, or a properly certified check upon some responsible bank; or an approved corporate surety bond payable to the City of San Diego for an amount of not less than 10% of the total bid amount.
- 19.2.** This check or bond, and the monies represented thereby, will be held by the City as a guarantee that the Bidder, if awarded the contract, will in good faith enter into the contract and furnish the required final performance and payment bonds.
- 19.3.** The Bidder agrees that in the event of the Bidder's failure to execute this contract and provide the required final bonds, the money represented by the cashier's or certified check will remain the property of the City; and the Surety agrees that it will pay to the City the damages, not exceeding the sum of 10% of the amount of the Bid, that the City may suffer as a result of such failure.

- 19.4. At the time of bid submission, bidders must upload and submit an electronic PDF copy of the aforementioned bid security. Whether in the form of a cashier's check, a properly certified check or an approved corporate surety bond payable to the City of San Diego, the bid security must be uploaded to the City's eBidding system. By 5PM, 1 working day after the bid opening date, all bidders must provide the City with the original bid security.
- 19.5. Failure to submit the electronic version of the bid security at the time of bid submission AND failure to provide the original by 5PM, 1 working day after the bid opening date shall cause the bid to be rejected and deemed **non-responsive**.

Original Bid Bond shall be submitted to:

Purchasing & Contracting Department, Public Works Division
1200 3rd Ave., Suite 200, MS 56P
San Diego, California, 92101

To the Attention of the Contract Specialist on the Front Page of this solicitation.

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

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

21. **BID RESULTS:**

- 21.1. The availability of the bids on the City's eBidding system shall constitute the public announcement of the apparent low bidder. In the event that the apparent low bidder is subsequently deemed non-responsive or non-responsible, a notation of such will be

made on the eBidding system. The new ranking and apparent low bidder will be adjusted accordingly.

- 21.2. To obtain the bid results, view the results on the City's web site, or request the results by U.S. mail and provide a self-addressed, stamped envelope. If requesting by mail, be sure to reference the bid name and number. The bid tabulations will be mailed to you upon their completion. The results will not be given over the telephone.

22. THE CONTRACT:

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

- 23. **EXAMINATION OF PLANS, SPECIFICATIONS, AND SITE OF WORK:** The Bidder shall examine carefully the Project Site, the Plans and Specifications, other materials as described in the Special Provisions, Section 3-9, "TECHNICAL STUDIES AND SUBSURFACE DATA", and the proposal forms (e.g., Bidding Documents). The submission of a Bid shall be conclusive

evidence that the Bidder has investigated and is satisfied as to the conditions to be encountered, as to the character, quality, and scope of work, the quantities of materials to be furnished, and as to the requirements of the Bidding Documents Proposal, Plans, and Specifications.

24. CITY STANDARD PROVISIONS: This contract is subject to the following standard provisions. See The WHITEBOOK for details.

- 24.1.** The City of San Diego Resolution No. R-277952 adopted on May 20, 1991 for a Drug-Free Workplace.
- 24.2.** The City of San Diego Resolution No. R-282153 adopted on June 14, 1993 related to the Americans with Disabilities Act.
- 24.3.** The City of San Diego Municipal Code §22.3004 for Contractor Standards.
- 24.4.** The City of San Diego's Labor Compliance Program and the State of California Labor Code §§1771.5(b) and 1776.
- 24.5.** Sections 1777.5, 1777.6, and 1777.7 of the State of California Labor Code concerning the employment of apprentices by contractors and subcontractors performing public works contracts.
- 24.6.** The City's Equal Benefits Ordinance (EBO), Chapter 2, Article 2, Division 43 of The San Diego Municipal Code (SDMC).
- 24.7.** The City's Information Security Policy (ISP) as defined in the City's Administrative Regulation 90.63.

25. PRE-AWARD ACTIVITIES:

- 25.1.** The contractor selected by the City to execute a contract for this Work shall submit the required documentation as specified herein and in the Notice of Intent to Award. Failure to provide the information as specified may result in the Bid being rejected as **non-responsive**.
- 25.2.** The decision that bid is non-responsive for failure to provide the information required within the time specified shall be at the sole discretion of the City.

Executed in Duplicate
Project: Torrey Pines Road Pedestrian Hybrid Beacon

Bond No.: WCN7461173

Premium: \$10,059.00

Premium is for contract term and subject to
adjustment based on final contract price.

PERFORMANCE BOND, LABOR AND MATERIALMEN'S BOND

FAITHFUL PERFORMANCE BOND AND LABOR AND MATERIALMEN'S BOND:

A.B. Hashmi, Inc., a corporation, as principal, and
Old Republic Surety Company, a corporation authorized to do
business in the State of California, as Surety, hereby obligate themselves, their successors and assigns,
jointly and severally, to The City of San Diego a municipal corporation in the sum of
Six Hundred Fifty-Five Thousand Eight-Hundred Fifty-Eight Dollars and Zero Cents (\$655,858.00)
for the faithful performance of the annexed contract, and in the sum of **Six Hundred Fifty-Five
Thousand Eight-Hundred Fifty-Eight Dollars and Zero Cents (\$655,858.00)** for the benefit of
laborers and materialmen designated below.

Conditions:

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

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

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

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

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

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

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

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

THE CITY OF SAN DIEGO

APPROVED AS TO FORM

By: Stephen Samara

Mara W. Elliott, City Attorney
By: Roy Palmucci

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

Print Name: Roy Palmucci
Deputy City Attorney

Date: 5/6/2024

Date: 5/7/24

CONTRACTOR

A. B. Hashmi, Inc.

SURETY

Old Republic Surety Company

By: RJK

By: Kim Truong
Attorney-in-Fact

Print Name: Ahmad Hashmi

Print Name: Kim Truong, Attorney-in-Fact

Date: 4/8/24

Date: March 22, 2024

14728 Pipeline Ave., Suite E, Chino Hills, CA 91709

Local Address of Surety

(909) 367-2015

Local Phone Number of Surety

\$10,059.00 Premium is for contract term and subject to
adjustment based on final contract price.

Premium

WCN7461173

Bond Number

ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

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

State of California }

County of San Diego }

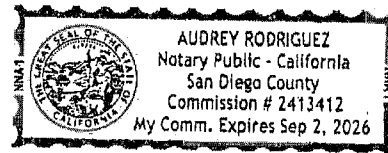
On MARCH 22, 2024 before me, Audrey Rodriguez, Notary Public
(Here insert name and title of the officer)

personally appeared Kim Truong,
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.

Audrey Rodriguez
Notary Public Signature (Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

CAPACITY CLAIMED BY THE SIGNER

- Individual (s)
- Corporate Officer
- _____
(Title)
- Partner(s)
- Attorney-in-Fact
- Trustee(s)
- Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they- is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.



OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

Michael W Thomas, Audrey Rodriguez, Kim Truong of San Diego, CA

its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 27th day of July, 2023.

Karen J. Haffner
Assistant Secretary



OLD REPUBLIC SURETY COMPANY

Alan Pavlic
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 27th day of July, 2023, personally came before me, Alan Pavlic and Karen J Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



Kathryn R. Pearson
Notary Public

My Commission Expires: September 28, 2026
(Expiration of notary's commission does not invalidate this instrument)

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

74 0051



Signed and sealed at the City of Brookfield, WI this 22nd day of March, 2024.

Karen J. Haffner
Assistant Secretary

ORSC 22262 (3-06)

ATTACHMENTS

ATTACHMENT A
SCOPE OF WORK

SCOPE OF WORK

1. **SCOPE OF WORK:** The improvements consist of the following: Installation of new concrete bulbouts, curb ramps, hawk signals, curb and gutter and retaining curb. All work to be done according to these plans and the standard specifications and the standard drawings of the city of San Diego.
 - 1.1. The Work shall be performed in accordance with:
 - 1.1.1. The Notice Inviting Bids and Plans numbered **0100462-01-D** through **0100462-10-D**, and Traffic Control Plans numbered **0100462-TC1-D** through **0100462-TC3-D**, inclusive.
2. **LOCATION OF WORK:** The location of the Work is as follows:

See **Appendix E – Location Map**

The address is **2552 Torrey Pines Rd, La Jolla CA 92037**
3. **CONTRACT TIME:** The Contract Time for completion of the Work shall be **96 Working Days**.

ATTACHMENT B

RESERVED

ATTACHMENT C
EQUAL OPPORTUNITY CONTRACTING PROGRAM

EQUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP)

SECTION A - GENERAL REQUIREMENTS

A. INTRODUCTION.

1. This document sets forth the following specifications:
 - a) The City's general EOCP requirements for all Construction Contracts.
 - b) Special Provisions for Contracts subject to SLBE and ELBE requirements only.
2. Additional requirements may apply for state or federally funded projects.
3. These requirements shall be included as Contract provisions for all Subcontracts.
4. The City specified forms, instructions, and guides are available for download from the EOCP's web site at: <http://www.sandiego.gov/eoc/forms>

B. GENERAL.

1. The City of San Diego promotes equal employment and subcontracting opportunities.
2. The City is committed to ensuring that taxpayer dollars spent on public Contracts are not paid to businesses that practice discrimination in employment or subcontracting.
3. The City encourages all companies seeking to do business with the City to share this commitment.

C. DEFINITIONS.

1. For the purpose of these requirements: Terms "Bid" and "Proposal", "Bidder" and "Proposer", "Subcontractor" and "Subconsultant", "Contractor" and "Consultant", "Contractor" and "Prime Contractor", "Consultant" and "Professional Service Provider", "Suppliers" and "Vendors", "Suppliers" and "Dealers", and "Suppliers" and "Manufacturers" may have been used interchangeably.
2. The following definitions apply:
 - a) **Emerging Business Enterprise (EBE)** - A for-profit business that is independently owned and operated; that is not a subsidiary or franchise of another business and whose gross annual receipts do not exceed the amount set by the City Manager and that meets all other criteria set forth in regulations implementing Municipal Code Chapter 2, Article 2, Division 36. The City Manager shall review the threshold amount for EBEs on an annual basis and adjust as necessary to reflect changes in the marketplace.
 - b) **Emerging Local Business Enterprise (ELBE)** - A Local Business Enterprise that is also an Emerging Business Enterprise.

- c) **Minority Business Enterprise (MBE)** - A certified business that is at least fifty-one percent (51%) owned by one or more minority individuals, or, in the case of a publicly owned business at least fifty-one percent (51%) of the stock is owned by one or more minority individuals; and (2) whose daily business operations are managed and directed by one or more minorities owners. Minorities include the groups with the following ethnic origins: African, Asian Pacific, Asian Subcontinent, Hispanic, Native Alaskan, Native American, and Native Hawaiian.
- d) **Women Business Enterprise (WBE)** - A certified business that is at least fifty-one percent (51%) owned by a woman or women, or, in the case of a publicly owned business at least fifty-one percent (51%) of the stock is owned by one or more women; and (2) whose daily business operations are managed and directed by one or more women owners.
- e) **Disadvantaged Business Enterprise (DBE)** - a certified business that is at least fifty-one percent (51%) owned by socially and economically disadvantaged individuals, or, in the case of a publicly owned business at least fifty-one percent (51%) of the stock is owned by one or more socially and economically disadvantaged individuals; and (2) whose daily business operations are managed and directed by one or more socially and economically disadvantaged owners.
- f) **Disabled Veteran Business Enterprise (DVBE)** - A certified business that is at least fifty-one percent (51%) owned by one or more disabled veterans; and (2) business operations must be managed and controlled by one or more disabled veterans. Disabled Veteran is a veteran of the U.S. military, naval, or air service; the veteran must have a service-connected disability of at least 10% or more; and the veteran must reside in California.
- g) **Other Business Enterprise (OBE)** - Any business which does not otherwise qualify as a Minority, Woman, Disadvantaged, or Disabled Veteran Business Enterprise.
- h) **Small Business Enterprise (SBE)** - A for-profit business that is independently owned and operated; that is not a subsidiary or franchise of another business and whose gross annual receipts do not exceed the amount set by the City Manager and that meets all other criteria set forth in regulations implementing Municipal Code Chapter 2, Article 2, Division 36. The City Manager shall review the threshold amount for SBEs on an annual basis and adjust as necessary to reflect changes in the marketplace. A business certified as a Micro Business (MB) or a Disabled Veteran Business Enterprise (DVBE) by the State of California and that has provided proof of such certification to the City Manager shall be deemed to be an SBE.

- i) **Small Local Business Enterprise (SLBE)** - A Local Business Enterprise that is also a Small Business Enterprise.

D. CITY'S EQUAL OPPORTUNITY COMMITMENT.

1. Nondiscrimination in Contracting Ordinance.

- a) You, your Subcontractors, and Suppliers shall comply with the requirements of the City's Nondiscrimination in Contracting Ordinance, San Diego Municipal Code §§22.3501 through 22.3517.

You shall not discriminate on the basis of race, gender, gender expression, gender identity, religion, national origin, ethnicity, sexual orientation, age, or disability in the solicitation, selection, hiring, or treatment of subcontractors, vendors, or suppliers. You shall provide equal opportunity for Subcontractors to participate in subcontracting opportunities. You understand and agree that the violation of this clause shall be considered a material breach of the Contract and may result in Contract termination, debarment, or other sanctions.

You shall include the foregoing clause in all Contracts between you and your Subcontractors and Suppliers.

- b) **Disclosure of Discrimination Complaints.** As part of its Bid or Proposal, you shall provide to the City a list of all instances within the past 10 years where a complaint was filed or pending against you in a legal or administrative proceeding alleging that you discriminated against your employees, Subcontractors, vendors, or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken.
- c) Upon the City's request, You agree to provide to the City, within 60 Calendar Days, a truthful and complete list of the names of all Subcontractors and Suppliers that you have used in the past 5 years on any of your Contracts that were undertaken within the San Diego County, including the total dollar amount paid by you for each Subcontract or supply Contract.
- d) You further agree to fully cooperate in any investigation conducted by the City pursuant to the City's Nondiscrimination in Contracting Ordinance, Municipal Code §§22.3501 through 22.3517. You understand and agree that violation of this clause shall be considered a material breach of the Contract and may result in remedies being ordered against you up to and including contract termination, debarment, and other sanctions for the violation of the provisions of the Nondiscrimination in Contracting Ordinance. You further understand and agree that the procedures, remedies, and sanctions provided for in the Nondiscrimination in Contracting Ordinance apply only to violations of the Ordinance.

E. EQUAL EMPLOYMENT OPPORTUNITY OUTREACH PROGRAM.

1. You, your Subcontractors, and Suppliers shall comply with the City's Equal Employment Opportunity Outreach Program, San Diego Municipal Code §§22.2701 through 22.2707.

You shall not discriminate against any employee or applicant for employment on any basis prohibited by law. You shall provide equal opportunity in all employment practices. You shall ensure that your Subcontractors comply with this program. Nothing in this section shall be interpreted to hold you liable for any discriminatory practices of your Subcontractors.

You shall include the foregoing clause in all Contracts between you and your Subcontractors and Suppliers.

2. If the Contract is competitively solicited, the selected Bidder shall submit a Work Force Report (Form BB05) within 10 Working Days after receipt by the Bidder to the City for approval as specified in the Notice of Intent to Award letter.
3. The selected Bidder shall submit an Equal Employment Opportunity Plan if a Work Force Report is submitted and if the City determines that there are under-representations when compared to County Labor Force Availability data.
4. If the selected Bidder submits an Equal Employment Opportunity Plan, it shall include the following assurances:
 - a) You shall maintain a working environment free of discrimination, harassment, intimidation, and coercion at all Sites and in all facilities at which your employees are assigned to Work.
 - b) You shall review your EEO Policy annually with all on-Site supervisors involved in employment decisions.
 - c) You shall disseminate and review your EEO Policy with all employees at least once a year, post the policy statement and EEO posters on all company bulletin boards and job sites, and document every dissemination, review, and posting with a written record to identify the time, place, employees present, subject matter, and disposition of meetings.
 - d) You shall review, at least annually, all supervisors' adherence to and performance under the EEO Policy and maintain written documentation of these reviews.
 - e) You shall discuss your EEO Policy Statement with Subcontractors with whom you anticipate doing business, including the EEO Policy Statement in your Subcontracts, and provide such documentation to the City upon request.

- f) You shall document and maintain a record of all Bid solicitations and outreach efforts to and from Subcontractors, contractor associations, and other business associations.
- g) You shall disseminate your EEO Policy externally through various media, including the media of people of color and women, in advertisements to recruit. Maintain files documenting these efforts and provide copies of these advertisements to the City upon request.
- h) You shall disseminate your EEO Policy to union and community organizations.
- i) You shall provide immediate written notification to the City when any union referral process has impeded your efforts to maintain your EEO Policy.
- j) You shall maintain a current list of recruitment sources, including those outreaching to people of color and women, and provide written notification of employment opportunities to these recruitment sources with a record of the organizations' responses.
- k) You shall maintain a current file of names, addresses and phone numbers of each walk-in applicant, including people of color and women, and referrals from unions, recruitment sources, or community organizations with a description of the employment action taken.
- l) You shall encourage all present employees, including people of color and women employees, to recruit others.
- m) You shall maintain all employment selection process information with records of all tests and other selection criteria.
- n) You shall develop and maintain documentation for on-the-job training opportunities, participate in training programs, or both for all of your employees, including people of color and women, and establish apprenticeship, trainee, and upgrade programs relevant to your employment needs.
- o) You shall conduct, at least annually, an inventory and evaluation of all employees for promotional opportunities and encourage all employees to seek and prepare appropriately for such opportunities.
- p) You shall ensure that the company's working environment and activities are non-segregated except for providing separate or single-user toilets and necessary changing facilities to assure privacy between the sexes.

F. SUBCONTRACTING.

1. The City encourages all eligible business enterprises to participate in City contracts as a Contractor, Subcontractor, and joint venture partner with you, your Subcontractors, or your Suppliers. You are encouraged to take positive steps to diversify and expand your Subcontractor solicitation base and to offer

subcontracting opportunities to all eligible business firms including SLBEs, ELBEs, MBEs, WBEs, DBEs, DVBES, and OBEs.

2. For Subcontractor participation level requirements, see the Contract Documents where applicable.
3. For the purposes of achieving the mandatory Subcontractor participation percentages, City percentage calculations will not account for the following:
 - a) "Field Orders" and "City Contingency" Bid items.
 - b) Alternate Bid items.
 - c) Allowance Bid items designated as "EOC Type II".
4. Allowance Bid items designated as "EOC Type I" will be considered as part of the Base Bid and will be included in the percentage calculation.
5. Each joint venture partner shall be responsible for a clearly defined Scope of Work. In addition, an agreement shall be submitted and signed by all parties identifying the extent to which each joint venture partner shares in ownership, control, management, risk, and profits of the joint venture.

G. LISTS OF SUBCONTRACTORS AND SUPPLIERS.

1. You shall comply with the Subletting and Subcontracting Fair Practices Act, Public Contract Code §§4100 through 4113, inclusive.
2. You shall list all Subcontractors who will receive more than 0.5% of the total Bid amount or \$10,000, whichever is greater on the form provided in the Contract Documents (Subcontractors list).
3. The Subcontractors list shall include the Subcontractor's name, telephone number including area code, physical address, Scope of Work, the dollar amount of the proposed Subcontract, the California contractor license number, the Public Works contractor registration number issued pursuant to Section 1725.5 of the Labor Code, and the Subcontractor's certification status with the name of the certifying agency.
4. The listed Subcontractor shall be appropriately licensed pursuant to Contractor License Laws.
5. For Design-Build Contracts, refer to the RFQ and RFP for each Project or Task Order.

H. SUBCONTRACTOR AND SUPPLIER SUBSTITUTIONS.

1. Listed Subcontractors and Suppliers shall not be substituted without the Express authorization of the City or its duly authorized agent.
2. Request for Subcontractor or Supplier substitution shall be made in writing to Purchasing & Contracting Department, Public Works Division, Attention Contract Specialist, 1200 3rd Ave., Suite 200, MS 56P, San Diego, CA 92101 with a copy to the Engineer.

3. The request shall include a thorough explanation of the reason(s) for the substitution, including dollar amounts and a letter from each substituted Subcontractor or Supplier stating that they (the Subcontractors or Suppliers) release all interest in working on the Project and written confirmation from the new Subcontractor or Supplier stating that they agree to work on the Project along with the dollar value of the Work to be performed.
4. Written approval of the substitution request shall be received by you or from the City or its authorized officer prior to any unlisted Subcontractor or Supplier performing Work on the Project.
5. Substitution of Subcontractors and Suppliers without authorization shall subject you to those penalties set forth in Public Contract Code §4110.
6. Requests for Supplier substitution shall be made in writing at least 10 Days prior to the provision of materials, supplies, or services by the proposed Supplier and shall include proof of written notice to the originally listed Supplier of the proposed substitution.
7. A Contractor whose Bid is accepted shall not:
 - a) Substitute a person as Subcontractor or Supplier in place of the Subcontractor or Supplier listed in the original bid, except that the City, or its duly authorized officer, may consent to the substitution of another person as a Subcontractor or Supplier in any of the following situations:
 - i. When the Subcontractor or Supplier listed in the Bid, after having a reasonable opportunity to do so, fails or refuses to execute a written Contract for the scope of work specified in the subcontractor's bid and at the price specified in the subcontractor's bid, when that written contract, based upon the general terms, conditions, plans, and specifications for the project involved or the terms of the subcontractor's written bid, is presented to the subcontractor by the prime contractor.
 - ii. When the listed Subcontractor or Supplier becomes insolvent or the subject of an order for relief in bankruptcy.
 - iii. When the listed Subcontractor or Supplier fails or refuses to perform his or her subcontract.
 - iv. When the listed Subcontractor fails or refuses to meet bond requirements as set forth in Public Contract Code §4108.
 - v. When you demonstrate to the City or its duly authorized officer, subject to the provisions set forth in Public Contract Code §4107.5, that the name of the Subcontractor was listed as the result of an inadvertent clerical error.
 - vi. When the listed Subcontractor is not licensed pursuant to Contractor License Law.

- vii. When the City, or its duly authorized officer, determines that the Work performed by the listed Subcontractor or that the materials or supplies provided by the listed Supplier are substantially unsatisfactory and not in substantial accordance with the Plans and specifications or that the Subcontractor or Supplier is substantially delaying or disrupting the progress of the Work.
 - viii. When the listed Subcontractor is ineligible to work on a public works project pursuant to §§1777.1 or 1777.7 of the Labor Code.
 - ix. When the City or its duly authorized agent determines that the listed Subcontractor is not a responsible contractor.
- b) Permit a Contract to be voluntarily assigned or transferred or allow it to be performed by anyone other than the original Subcontractor, Supplier listed in the original Bid without the consent of the City, or its duly authorized officer.
 - c) Other than in the performance of "Change Orders" causing changes or deviations from the Contract, sublet or subcontract any portion of the Work, or contract for materials or supplies in excess of 0.5% of your total bid or \$10,000, whichever is greater, as to which his or her original Bid did not designate a Subcontractor or Supplier.
8. Following receipt of notice from you of the proposed substitution of a Subcontractor or Supplier, the listed Subcontractor or Supplier who has been so notified shall have 5 Working Days within which to submit written objections to the substitution to the Contract Specialist with a copy to the Engineer. Failure to file these written objections shall constitute the listed Subcontractor or Supplier's consent to the substitution. If written objections are filed, the City shall give notice in writing of at least 5 Working Days to the listed Subcontractor or Supplier of a hearing by the City on your request for substitution.

I. PROMPT PAYMENT.

- 1. You or your Subcontractors shall pay to any subcontractor, not later than 7 Calendar Days of receipt of each progress payment, unless otherwise agreed to in writing, the respective amounts allowed you on account of the Work performed by the Subcontractors, to the extent of each Subcontractor's interest therein. In cases of Subcontractor performance deficiencies, you shall make written notice of any withholding to the Subcontractor with a copy to the Contracts Specialist. Upon correction of the deficiency, you shall pay the Subcontractor the amount previously withheld within 14 Calendar Days after payment by the City.
- 2. Any violation of California Business and Professions Code, §7108.5 concerning prompt payment to Subcontractors shall subject the violating Contractor or

Subcontractor to the penalties, sanctions, and other remedies of that section. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to you or your Subcontractor in the event of a dispute involving late payment or nonpayment by the Prime Contractor, deficient subcontract performance, or noncompliance by a Subcontractor.

J. PROMPT PAYMENT OF FUNDS WITHHELD TO SUBCONTRACTORS.

1. The City will hold retention from you and will make prompt and regular incremental acceptances of portions, as determined by the Engineer, of the Work and pay retention to you based on these acceptances.
2. You or your Subcontractors shall return all monies withheld in retention from a Subcontractor within 30 Calendar Days after receiving payment for Work satisfactorily completed and accepted including incremental acceptances of portions of the Work by the City.
3. Federal law (49CFR26.29) requires that any delay or postponement of payment over 30 Calendar Days may take place only for good cause and with the City's prior written approval. Any violation of this provision by you or your Subcontractor shall subject you or your Subcontractor to the penalties, sanctions, and other remedies specified in §7108.5 of the Business and Professions Code.
4. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to you or your Subcontractor in the event of a dispute involving late payment or nonpayment by you, deficient subcontract performance, or noncompliance by a Subcontractor.

K. CERTIFICATION.

1. The City accepts certifications of DBE, DVBE, MBE, SMBE, SWBE, or WBE by any of the following certifying agencies:
 - a) Current certification by the State of California Department of Transportation (CALTRANS) as DBE, SMBE, or SWBE.
 - b) Current MBE, WBE, or DVBE certification from the California Public Utilities Commission.
 - c) DVBE certification is received from the State of California's Department of General Services, Office of Small and Minority Business.
 - d) Current certification by the City of Los Angeles as DBE, WBE, or MBE.
 - e) Subcontractors' valid proof of certification status (copies of MBE, WBE, DBE, or DVBE certifications) shall be submitted as required.

L. CONTRACT RECORDS AND REPORTS.

1. You shall maintain records of all subcontracts and invoices from your Subcontractors and Suppliers for work on this project. Records shall show

name, telephone number including area code, and business address of each Subcontractor, Supplier, and joint venture partner, and the total amount actually paid to each firm. Project relevant records, regardless of tier, may be periodically reviewed by the City.

2. You shall retain all records, books, papers, and documents pertinent to the Contract for a period of not less than 5 years after Notice of Completion and allow access to said records by the City's authorized representatives.
3. You shall submit the following reports using the City's web-based contract compliance (Prism® portal):
 - a. **Monthly Payment.** You shall submit Monthly Payment Reporting by the 10th day of the subsequent month. Incomplete and/or delinquent reporting may cause payment delays, non-payment of invoices, or both.
4. The records maintained under item 1, described above, shall be consolidated into a Final Summary Report, certified as correct by an authorized representative of the Contractor. The Final Summary Report shall include all subcontracting activities and be sent to the EOCP Program Manager prior to Acceptance. Failure to comply may result in assessment of liquidated damages or withholding of retention. The City will review and verify 100% of subcontract participation reported in the Final Summary Report prior to approval and release of final retention to you. In the event your Subcontractors are owed money for completed Work, the City may authorize payment to subcontractor via a joint check from the withheld retention.

EQUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP)

SECTION B - SLBE-ELBE SUBCONTRACTING REQUIREMENTS

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

A. GENERAL.

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

B.

DEFINITIONS.

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

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

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

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

capital, efforts, skills, knowledge, or property. Joint ventures shall be established by written agreement to qualify for this program.

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

C. SUBCONTRACTOR PARTICIPATION.

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

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

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

D. SLBE-ELBE SUBCONTRACTOR PARTICIPATION PERCENTAGES.

- 1. Contracts valued at \$1,500,000 and above will be considered Major Public Works Contracts and will include a mandatory Subcontractor participation requirement for SLBE-ELBE firms.
 - a) The Bidder shall achieve the mandatory Subcontractor participation requirement or demonstrate GFE.
 - b) The Bidders shall indicate the participation on Forms AA35 - List of Subcontractors and AA40 - Named Equipment/Material Supplier List as applicable regardless of the dollar value.
 - c) An SLBE-ELBE Bidder may count its own participation toward achieving the mandatory goal as long as the SLBE-ELBE Bidder performs 51% of the Contract Price.
- 2.. Contracts Valued over \$1,000,000 and under \$1,500,000 will also be considered Major Public Works Contracts and will include the mandatory subcontractor participation requirements described above and the following:
 - a) 5% bid discount for SLBE-ELBE firms.
 - b) Non-certified Contractor will receive 5% bid discount if they achieve the specified mandatory Subcontracting participations.
 - c) Bid discounts shall not apply if the award will result in a total contract cost of \$50,000 in excess of the apparent lowest Bid.

- d) In the event of a tie bid between a SLBE-ELBE Bidder and a non-SLBE-ELBE Bidder, the SLBE-ELBE Bidder will be awarded the Contract.
 - e) In the event of a tie bid between a discounted Bid and a non-discounted Bid, the discounted Bid will be awarded the Contract.
3. Contracts valued over \$500,000 up to \$1,000,000 will be considered Minor Public Works Contracts and will be awarded through a competitive Bid process open only to City certified SLBE-ELBE firms. If there are no bidders or no responsible bidders, the Contract will be made available to all Bidders and will be subject to requirements listed in items 1 and 2 for Major Public Works Contracts above.
 4. Contracts valued at \$500,000 and below will also be considered Minor Public Works Contracts and will be awarded through a competitive bid process open only to City certified ELBEs unless there are less than 2 firms available at which it will be awarded through a competitive process open only to the City certified SLBE-ELBE firms. If there are no bidders or no responsible bidders, the Contract will be made available to all Bidders and subject to requirements listed in items 1 and 2 for Major Public Works Contracts above.

E. JOINT VENTURES.

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

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

F. MAINTAINING PARTICIPATION LEVELS.

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

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

G. SUBCONTRACTING EFFORTS REVIEW AND EVALUATION.

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

H. GOOD FAITH EFFORT DOCUMENTATION.

1. If the specified SLBE-ELBE Subcontractor participation percentages are not met, you shall submit information necessary to establish that adequate GFEs were taken to meet the Contract Subcontractor participation percentages. See the City’s document titled “Small Local Business (SLBE) Program, INSTRUCTIONS FOR BIDDERS COMPLETING THE GOOD FAITH EFFORT SUBMITTAL.” The instructions for completing the good faith effort submittal can be found on the City’s website:

<https://www.sandiego.gov/sites/default/files/legacy/eoc/pdf/slbegfeinst.pdf>

I. SUBCONTRACTOR SUBSTITUTION.

1. Evidence of fraud or discrimination in the substitution of Subcontractors will result in sanctions including assessment of penalty fines, termination of Contract, or debarment. This section does not replace applicable California Public Contract Code.

J. FALSIFICATION OF SUB-AGREEMENT AND FRAUD.

1. Falsification or misrepresentation of a sub-agreement as to company name, Contract amount or actual Work performed by Subcontractors, or any falsification or fraud on the part your submission of documentation and forms pursuant to this program, will result in sanctions against you including assessment of penalty fines, termination of the Contract, or debarment. Instances of falsification or fraud which are indicative of an attempt by you to avoid subcontracting with certain categories of Subcontractors on the basis of race, gender, gender expression, gender identity, religion, national origin, ethnicity, sexual orientation, age, or disability shall be referred to the Equal Opportunity Contracting Program's Investigative Unit for possible violations of Article 2, Division 35 of the City Administrative Code, §§22.3501 et seq. (Nondiscrimination in Contracting).

K. RESOURCES.

1. The current list of certified SLBE-ELBE firms and information for completing the GFE submittal can be found on the City's EOC Department website:
<http://www.sandiego.gov/eoc/programs/slbe>
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ATTACHMENT D
PREVAILING WAGE

PREVAILING WAGE

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

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

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

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

ATTACHMENT E
SUPPLEMENTARY SPECIAL PROVISIONS

SUPPLEMENTARY SPECIAL PROVISIONS

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

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

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

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

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

| Holiday | Observed On |
|----------------|--------------------|
| Juneteenth | June 19 |

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

Normal Working Hours: Normal Working Hours shall be **8:30 AM to 3:30 PM, Monday through Friday**, inclusive. Saturdays, Sundays, and City Holidays are excluded. Unless otherwise specified on the Traffic Control Permits.

SECTION 3 – CONTROL OF THE WORK

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

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

3-12.8.3 Equipment. To the "WHITEBOOK", item 4, DELETE in its entirety and SUBSTITUTE with the following:

4. The approved dewatering system shall include a suitably sized pipeline to transport extracted groundwater from the Work Site to the indicated point of discharge as applicable under the dewatering permit in force during the dewatering operations. The alignment of this pipeline shall be subject to the

approval by the Engineer. Where the pipeline is allowed to cross roadways or parking areas, you shall be required to install a conduit below the traveled surface. The installation shall provide protection for the temporary pipeline and a smooth transition across the in accordance with Standard Drawing SDG-107, "Pavement Restoration for Asphalt Concrete Surfaced Streets - Major Excavation" or a concrete trench cap in accordance with Standard Drawing SDG-108, "Pavement Restoration for Concrete Surfaced Streets and Alleys - Major Excavation" as included in **Appendix G – Standard Drawings**.

SECTION 4 - CONTROL OF MATERIALS

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

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

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

SECTION 5 – LEGAL RELATIONS AND RESPONSIBILITIES

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

5-4 INSURANCE.

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

5-4.1 Policies and Procedures.

1. You shall procure the insurance described below, at your sole cost and expense, to provide coverage against claims for loss including injuries to persons or damage to property, which may arise out of or in connection with the performance of the Work by you, your agents, representatives, officers, employees or Subcontractors.
2. Insurance coverage for property damage resulting from your operations is on a replacement cost valuation. The market value will not be accepted.
3. You shall maintain this insurance as required by this Contract and at all times thereafter when you are correcting, removing, or replacing Work in accordance with this Contract. Your duties under the Contract, including your indemnity obligations, are not limited to the insurance coverage required by this Contract.
4. If you maintain broader coverage or higher limits than the minimums shown below, City requires and shall be entitled to the broader coverage or the higher

limits maintained by you. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City.

5. Your payment for insurance shall be included in the Contract Price you bid. You are not entitled to any additional payment from the City to cover your insurance, unless the City specifically agrees to payment in writing. Do not begin any Work under this Contract or allow any Subcontractors to begin work, until you have provided, and the City has approved, all required insurance.
6. Policies of insurance shall provide that the City is entitled to 30 days advance written notice of cancellation or non-renewal of the policy or 10 days advance written notice for cancellation due to non-payment of premium. Maintenance of specified insurance coverage is a material element of the Contract. Your failure to maintain or renew coverage and to provide evidence of renewal during the term of the Contract may be treated by the City as a material breach of the Contract.

5-4.2 Types of Insurance.

5-4.2.1 General Liability Insurance.

1. Commercial General Liability Insurance shall be written on the current version of the ISO Occurrence form CG 00 01 07 98 or an equivalent form providing coverage at least as broad.
2. The policy shall cover liability arising from premises and operations, XCU (explosions, underground, and collapse), independent contractors, products/completed operations, personal injury and advertising injury, bodily injury, property damage, and liability assumed under an insured's contract (including the tort liability of another assumed in a business contract).
3. There shall be no endorsement or modification limiting the scope of coverage for either "insured vs. insured" claims or contractual liability. You shall maintain the same or equivalent insurance for at least 10 years following completion of the Work.
4. All costs of defense shall be outside the policy limits. Policy coverage shall be in liability limits of not less than the following:

| <u>General Annual Aggregate Limit</u> | <u>Limits of Liability</u> |
|---|----------------------------|
| Other than Products/Completed Operations | \$10,000,000 |
| Products/Completed Operations Aggregate Limit | \$10,000,000 |
| Personal Injury Limit | \$5,000,000 |
| Each Occurrence | \$5,000,000 |

5-4.2.2 Commercial Automobile Liability Insurance.

1. You shall provide a policy or policies of Commercial Automobile Liability Insurance written on the current version of the ISO form CA 00 01 12 90 or later version or equivalent form providing coverage at least as broad in the amount of \$1,000,000 combined single limit per accident, covering bodily injury and property damage for owned, non-owned, and hired automobiles ("Any Auto").
2. All costs of defense shall be outside the limits of the policy.

5-4.2.3 Workers' Compensation Insurance and Employers Liability Insurance.

1. In accordance with the provisions of California Labor Code section 3700, you shall provide, at your expense, Workers' Compensation Insurance and Employers Liability Insurance to protect you against all claims under applicable state workers' compensation laws. The City, its elected officials, and employees will not be responsible for any claims in law or equity occasioned by your failure to comply with this requirement.
2. Statutory Limits shall be provided for Workers' Compensation Insurance as required by the state of California, and Employer's Liability Insurance with limits of no less than \$1,000,000 per accident for bodily injury or disease.
3. By signing and returning the Contract, you certify that you are aware of the provisions of California's Workers' Compensation laws, including Labor Code section 3700, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance, and that you will comply with these provisions before commencing the Work..

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

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

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

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

5-4.5 Policy Endorsements.

5-4.5.1 Commercial General Liability Insurance.

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

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

5-4.5.1.2 Primary and Non-Contributory Coverage. The policy shall be endorsed to provide that the coverage with respect to operations, including the completed operations, if appropriate, of the Named Insured is primary to any insurance or self-insurance of the City and its elected officials, officers, employees, agents and representatives. Further, it shall provide that any insurance maintained by the City and its elected officials, officers, employees, agents and representatives shall be in excess of your insurance and shall not contribute to it.

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

5-4.5.2 Workers' Compensation Insurance and Employers Liability Insurance.

5-4.5.2.1 Waiver of Subrogation. The policy or policies shall be endorsed to provide that the insurer will waive all rights of subrogation against the City and its respective elected officials, officers, employees, agents, and representatives for losses paid under the terms of the policy or policies and which arise from Work performed by the Named Insured for the City.

5-4.6 Deductibles and Self-Insured Retentions. You shall disclose deductibles and self-insured retentions to the City at the time the evidence of insurance is provided. The City may require you to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.

5-4.7 **Reservation of Rights.** The City reserves the right, from time to time, to review your insurance coverage, limits, deductibles, and self-insured retentions to determine if they are acceptable to the City. The City will reimburse you, without overhead, profit, or any other markup, for the cost of additional premium for any coverage requested by the Engineer, but not required by this Contract.

5-4.8 **Notice of Changes to Insurance.** You shall notify the City, in writing, 30 days prior to any material change to the policies of insurance provided under this Contract. This written notice is in addition to the requirements of paragraph 6 of Section 5-4.1.

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

SECTION 6 – PROSECUTION AND PROGRESS OF THE WORK

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

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

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

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

ADD:

6-6.1.1 **Environmental Document.**

1. The City of San Diego has prepared a **Notice of Exemption** for **Torrey Pines Road Pedestrian Hybrid Beacon**, Project No. **B-20146.02.06**, as referenced in the Contract Appendix. You shall comply with all requirements of the **Notice of Exemption** as set forth in **Appendix A**.
2. Compliance with the City’s environmental document shall be included in the Contract Price, unless separate bid items have been provided.

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

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

| Contract Value | Liquidated Damages Daily Amount |
|------------------------------|--|
| Less than \$200,001 | \$1,000 |
| \$200,001 to \$500,000 | \$1,500 |
| \$500,001 to \$1,000,000 | \$2,000 |
| \$1,000,001 to \$2,000,000 | \$2,500 |
| \$2,000,001 to \$5,000,000 | \$3,000 |
| \$5,000,001 to \$10,000,000 | \$5,500 |
| \$10,000,001 to \$20,000,000 | \$6,500 |
| Greater Than \$20,000,00 | \$7,000 |

SECTION 7 – MEASUREMENT AND PAYMENT

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

4. If a Bid Item has not been provided for an item of the Work described or shown in the Contract Documents, the payment shall be included in the Contract Price.

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

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

7-3.9

FIELD ORDERS. To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

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

**TABLE 7-3.9
FIELD ORDER LIMITS**

| Contract Price | Maximum Each Field Order Work Amount |
|------------------------------|---|
| Less than \$1,000,001 | \$10,000 |
| \$1,000,001 to \$5,000,000 | \$20,000 |
| \$5,000,001 to \$10,000,000 | \$25,000 |
| \$10,000,001 to \$30,000,000 | \$40,000 |
| Greater than \$30,000,000 | \$70,000 |

7-3.11

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

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

SECTION 302 – ROADWAY SURFACING

302-5.2

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

302-5.2

Pavement Restoration Adjacent to Trench Influence Zone

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

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

1. The payment for asphalt concrete pavement restoration outside of the trench influence zone shall be made on a tonnage basis in accordance with Section 302-5.9 "Measurement and Payment" and paid for under Bid Item "Asphalt Concrete Overlay (3 inch)", unless separate Bid items have been provided. The following shall be included in the payment for "Asphalt Concrete Overlay (3 inch)":
 - a) Saw-cutting existing edges.
 - b) Applying tack coat.
 - c) Placement, curing, and protection of new pavement.
2. The payment for removal of existing asphalt concrete pavement shall be made on square foot basis in accordance with Section 404-12 "Payment" and paid for under Bid Item "Cold Milling (3 inch)".
3. The payment for base repair Work shall be made in accordance with Section 301-1.7 "Payment".

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

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

SECTION 303 – CONCRETE AND MASONRY CONSTRUCTION

303-5.9 GENERAL. To the "WHITEBOOK", ADD the following:

7. The payment for 6-inch-wide retaining curb shall be paid for in linear feet under the Bid item "**Retaining Curb (6 Inch)**" and shall include the price of all materials, labor, equipment and incidentals as specified in the Plans and Contract Documents.

SECTION 306 – OPEN TRENCH CONDUIT CONSTRUCTION

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

1. All Work under this section shall be subject to the applicable permanent resurfacing restoration requirements in accordance with the following City of

San Diego Standard Drawings as included in **Appendix G - Standard Drawings**.

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

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

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

306-15 PAYMENT. To the "GREENBOOK", ADD the following:

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

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

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

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

- 5. Payment for pavement restoration, including influence area, shall be included in the associated Bid items pertinent to the Work.
- 6. See **306-1 General** for permanent resurfacing requirements.

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

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

The Contract Unit Price shall include excavation, backfill, disposal of all excess excavation, constructing inverts, furnishing and installing castings, restoration of the

street surface (See **306-1 General** for permanent resurfacing requirements) and improvements including but not limited to sidewalk panel, and all other Work, excluding temporary resurfacing, necessary to construct the buried structure, complete in-place.

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

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

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

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

306-17.2 Payment. To the "WHITEBOOK", ADD the following:

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

SECTION 307 - JACKING AND TUNNELING

307-1 JACKING OPERATIONS. To the "GREENBOOK", ADD the following:

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

- d) SDG-117, "Pavement Restoration for Asphalt Concrete Surface Streets - Minor Excavation"
- e) SDG-118, "Pavement Restoration for Concrete Surface Streets and Alleys - Minor Excavation"

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

- 2. All Work under this section shall be subject to the applicable permanent resurfacing restoration requirements in accordance with the following City of San Diego Standard Drawings. Payment for pavement restoration, including influence area, shall be included in the associated Bid items pertinent to the Work.
- 3. See **307-1 JACKING OPERATIONS** for permanent resurfacing requirements.

SECTION 308 - MICROTUNNELING

308-1 GENERAL. To the "GREENBOOK", ADD the following:

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

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

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

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

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

SECTION 315 - HORIZONTAL DIRECTIONAL DRILLING

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

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

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

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

SECTION 316 – PIPE BURSTING

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

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

- d) SDG-117, "Pavement Restoration for Asphalt Concrete Surface Streets - Minor Excavation"
- e) SDG-118, "Pavement Restoration for Concrete Surface Streets and Alleys - Minor Excavation"

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

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

SECTION 317 – PIPE FUSION

317-1 PIPE FUSION FOR SEWER MAINS. To the "WHITEBOOK", ADD the following:

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

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

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

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

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

SECTION 400 – PROTECTION AND RESTORATION

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

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

SECTION 401 – REMOVAL

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

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

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

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

SECTION 402 – UTILITIES

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

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

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

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

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

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

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

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

SECTION 404 – COLD MILLING

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

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

SECTION 500 – PIPELINE REHABILITATION

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

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

500-4.7

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

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

SECTION 503 – SERVICE LATERAL REHABILITATION

503-1

GENERAL. To the "WHITEBOOK", ADD the following:

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

503-6

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

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

excavate, inspect the Point Repair, backfill, pavement restoration (and influence area) including sidewalks, driveways and any other above ground improvements.

SECTION 700 – MATERIALS

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

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

700-5.2 Pedestrian Push Button Assemblies. To the "WHITEBOOK", item 2, DELETE in its entirety and SUBSTITUTE with the following:

1. The housing assembly for the pole-supported pedestrian signal push button or pedestrian push button shall be made of die-cast aluminum or permanent mold-cast aluminum with a color throughout that matches color no. 33538 of Federal Standard 595. Pedestrian push buttons shall be two wire Polara Navigator or approved equal. Contractor is responsible to program the installed push buttons.

SECTION 701 - CONSTRUCTION

701-2 PAYMENT. To the "WHITEBOOK", item 5, subsection h, ADD the following:

- iv. "#5 Pull Box"

To the "WHITEBOOK", item 5, subsection o, ADD the following:

- vii. The installation of the High-intensity activated crosswalk beacon (HAWK), in accordance to the plans, shall be included in the Lump Sum bid item for "**HAWK Signal with Lighting System**". The payment for the installation of the

HAWK, shall include but not be limited to installation of new sign poles, traffic signs, hardware, flashing beacon, solar array, push button and all other materials needed for the installation shall be paid under the bid item, **"HAWK Signal with Lighting System"**.

To the "WHITEBOOK", ADD the following:

6. The payment for 332L cabinet with type 2070LX controller, wiring, and foundation shall be included in the Bid item for **"Type 332L Cabinet and Foundation with 2070LX Controller Assembly uploaded with Q-Free MAXTIME Software"**.
7. The payment for trenching, furnishing, and installing of electrical conduits, pull ropes, conductors, and pavement restoration of and adjacent to the trench shall be included under the following Bid items:
 - a. **"3-Inch PVC Conduit in AC Pavement Per City Standards"**
 - b. **"3-Inch PVC Conduit in AC Pavement Per SDG&E Standards"**
 - c. **"Two 3-Inch PVC Conduits in Same Trench Per City Standards"**
8. The payment for removal and salvage of existing RRFB and equipment shall include surface restoration and shall be paid for in the Bid item **"Remove and Salvage Existing RRFB"**.
9. The payment for furnishing and installing (1) the foundation, (2) the meter pedestal, (3) the conduit(s) per SDG&E standards from the electrical service point to the meter pedestal foundation, and from the meter pedestal foundation to the adjacent City pull box, (4) the wiring per SDG&E standards from the electric service point to the meter pedestal, (5) the 30 AMP and 50 AMP fuses, cartridges, and ground rod in the City pull box adjacent to the meter pedestal, and (6) surface restoration shall be included in the Bid item **"Type III-BF Meter Pedestal with Foundation"**.

SECTION 901 - INSTALLATION AND CONNECTION

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

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

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

2. After the final connection is completed, you shall remove all temporary resurfacing, compact sub-grade and restore affected area with permanent resurfacing in accordance with the following City of San Diego Standard Drawings. Payment for pavement restoration, including influence area, shall be included in the associated Bid Items pertinent to the Work as included in **Appendix G – Standard Drawings.**

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

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

g) Pavement Restoration including influence area.

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

SECTION 1001 – CONSTRUCTION BEST MANAGEMENT PRACTICES (BMPs)

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

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

SUPPLEMENTARY SPECIAL PROVISIONS
APPENDICES

APPENDIX A
NOTICE OF EXEMPTION

NOTICE OF EXEMPTION

(Check one or both)

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

FROM: City of San Diego
Engineering & Capital Projects Department
525 B Street, Suite 750, MS 908A
San Diego, CA 92101

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

Project Name: Torrey Pines Road Pedestrian Hybrid Beacon

WBS No.: B-20146.02.06

Project Location-Specific: The project is located at 2552 Torrey Pines Road, within the La Jolla Community Planning Area (Council District 1).

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

Description of nature and purpose of the Project: The project includes installation of two new pedestrian hybrid beacons (HAWK signals) and curb ramps on both ends of a new crosswalk approximately 40 feet east of an existing crosswalk at 2552 Torrey Pines Road; and installation of approximately 147 linear feet of new concrete sidewalk, curb, and gutter adjacent to the crosswalk on both sides of Torrey Pines Road (60 feet on the north side, 87 feet on the south side). Approximately 750 linear feet of six-inch-wide 18-inch-deep trenching will be required to install electrical conduit for the HAWK signals. All improvements are located within the existing road right-of-way.

Name of Public Agency Approving Project: City of San Diego

Name of Person or Agency Carrying Out Project: City of San Diego
Engineering and Capital Projects Department
Contact: Jerry Jakubauskas
Email/Phone: JJakubauskas@sandiego.gov / (619) 533-3755
525 B Street, Suite 750 (MS 908A), San Diego, CA 92101

Exempt Status: (CHECK ONE)

- () Ministerial (Sec. 21080(b)(1); 15268);
- () Declared Emergency (Sec. 21080(b)(3); 15269(a));
- () Emergency Project (Sec. 21080(b)(4); 15269 (b)(c))
- (X) Categorical Exemption: Secs. 15301 (Existing Facilities) and 15302 (Replacement or Reconstruction)

Reasons why project is exempt: The City of San Diego conducted an environmental review which determined that the project meets the categorical exemption criteria set forth in CEQA State Guidelines, Section 15301 (Existing Facilities), which provides an exemption for minor alteration of existing public facilities, including streets, which involve negligible or no expansion of use and do not create additional lanes (the street improvements are within existing street right-of-way); and Section 15302 (Replacement or Reconstruction), which provides an exemption for replacement or reconstruction of existing utility systems and facilities where the new structure will be located on the same site and have the same purpose and capacity as the structure replaced, involving negligible or no expansion of capacity (the street improvements are within existing street right-of-way); and, where the exceptions listed in Section 15300.2 would not apply.

Lead Agency Contact Person: Jerry Jakubauskas
If filed by applicant:

Telephone: (619) 533-3755

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

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

Carrie Purcell

Carrie Purcell, Deputy Director

July 31, 2023

Date

Check One:

(X) Signed By Lead Agency

() Signed by Applicant

Date Received for Filing with County Clerk or OPR:

APPENDIX B
FIRE HYDRANT METER PROGRAM

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

1. **PURPOSE**

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

2. **AUTHORITY**

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

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

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

2.4 California Code of Regulations, Titles 17 and 22

2.5 California State Penal Code, Section 498B.0

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

2.7 Water Department Director

Reference

2.8 State of California Guidance Manual for Cross Connection Programs

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

2.10 American Water Works Association Standards for Water Meters

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

3. **DEFINITIONS**

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

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

4. **POLICY**

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

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

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

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

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meter shall be installed within 48 hours (by the second business day). For an additional fee, at overtime rates, meters can be installed within 24 hours (within one business day).

4.7 Relocation of Existing Fire Hydrant Meters

- a. The customer shall call the Fire Hydrant Meter Hotline (herein referred to as “Hotline”), a minimum of 24 hours in advance, to request the relocation of a meter. A fee will be charged to the existing account, which must be current before a work order is generated for the meter’s relocation.
- b. The customer will supply in writing the address where the meter is to be relocated (map page, cross street, etc). The customer must update the original Fire Hydrant Meter Application with any changes as it applies to the new location.
- c. Fire hydrant meters shall be read on a monthly basis. While fire hydrant meters and backflow devices are in service, commodity, base fee and damage charges, if applicable, will be billed to the customer on a monthly basis. If the account becomes delinquent, the meter will be removed.

4.8 Disconnection of Fire Hydrant Meter

- a. After ten (10) months a “Notice of Discontinuation of Service” (Tab 3) will be issued to the site and the address of record to notify the customer of the date of discontinuance of service. An extension can only be granted in writing from the Water Department Director for up to 90 additional days (as stated in Section 4.6C) and a copy of the extension shall be forwarded to the Meter Shop Supervisor. If an extension has not been approved, the meter will be removed after twelve (12) months of use.
- b. Upon completion of the project the customer will notify the Meter Services office via the Hotline to request the removal of the fire hydrant meter and appurtenances. A work order will be generated

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for removal of the meter.

- c. Meter Section staff will remove the meter and backflow prevention assembly and return it to the Meter Shop. Once returned to the Meter Shop the meter and backflow will be tested for accuracy and functionality.
- d. Meter Section Staff will contact and notify Customer Services of the final read and any charges resulting from damages to the meter and backflow or its appurtenance. These charges will be added on the customer's final bill and will be sent to the address of record. Any customer who has an outstanding balance will not receive additional meters.
- e. Outstanding balances due may be deducted from deposits and any balances refunded to the customer. Any outstanding balances will be turned over to the City Treasurer for collection. Outstanding balances may also be transferred to any other existing accounts.

5. **EXCEPTIONS**

- 5.1 Any request for exceptions to this policy shall be presented, in writing, to the Customer Support Deputy Director, or his/her designee for consideration.

6. **MOBILE METER**

- 6.1 Mobile meters will be allowed on a case by case basis. All mobile meters will be protected by an approved backflow assembly and the minimum requirement will be a Reduced Pressure Principal Assembly. The two types of Mobile Meters are vehicle mounted and floating meters. Each style of meters has separate guidelines that shall be followed for the customer to retain service and are described below:

- a) **Vehicle Mounted Meters:** Customer applies for and receives a City owned Fire Hydrant Meter from the Meter Shop. The customer mounts the meter on the vehicle and brings it to the Meter Shop for

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

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

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

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

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

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7. **FEE AND DEPOSIT SCHEDULES**

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

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

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

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

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

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

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

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

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

Water Department Director

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

APPENDIX

Administering Division: Customer Support Division

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

Distribution: DI Manual Holders



Application for Fire Hydrant Meter (EXHIBIT A)

(For Office Use Only)

| | |
|--------|------|
| NS REQ | FAC# |
| DATE | BY |

METER SHOP (619) 527-7449

Meter Information

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

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

Company Information

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

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

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

WATER USES WITHOUT ANTICIPATED CHARGES FOR RETURN TO SEWER

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

Note:

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

Date

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

Subject: Discontinuation of Fire Hydrant Meter Service

Dear Water Department Customer:

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

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

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

Sincerely,

Water Department

APPENDIX C

MATERIALS TYPICALLY ACCEPTED BY CERTIFICATE OF COMPLIANCE

MATERIALS TYPICALLY ACCEPTED BY CERTIFICATE OF COMPLIANCE

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

APPENDIX D

SAMPLE CITY INVOICE WITH CASH FLOW FORECAST

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

Construction Cash Flow Forecast

"Sewer and Water Group Job 965 (W)"

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

SAMPLE REFERENCE

APPENDIX E
LOCATION MAP

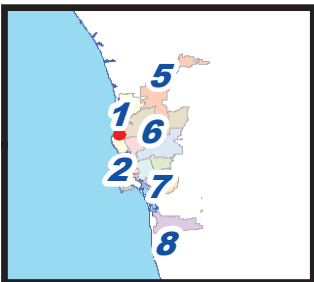
Torrey Pines Road Pedestrian Hybrid Beacon

SENIOR ENGINEER
LOUIS SCHULTZ
619-533-5138




PROJECT MANAGER
HEIDI LEON
619-533-7531

PROJECT ENGINEER
JASON L. GONZALEZ
619-533-7492

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



Legend

-  Beacon
-  Crosswalk
-  Sidewalk Improvement



APPENDIX F
SAMPLE OF PUBLIC NOTICE



CONSTRUCTION NOTICE

PROJECT TITLE

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

The work will consist of:

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

How your neighborhood may be impacted:

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

Hours and Days of Operation:

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

City of San Diego Contractor:

Company Name, XXX-XXX-XXXX



CONSTRUCTION NOTICE

PROJECT TITLE

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

The work will consist of:

- Saw-cutting and trench work on Ingulf Street from Morena Boulevard to Galveston Street to install new water mains, water laterals and fire hydrants.
• Streets where trenching takes place will be resurfaced and curb ramps will be upgraded to facilitate access for persons with disabilities where required.
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• Temporary water service disruptions are planned. If planned disruptions impact your property, you will receive advance notice.
• Parking restrictions will exist because of the presence of construction equipment and materials.
• "No Parking" signs will be displayed 72 hours in advance of the work.
• Cars parked in violation of signs will be TOWED.

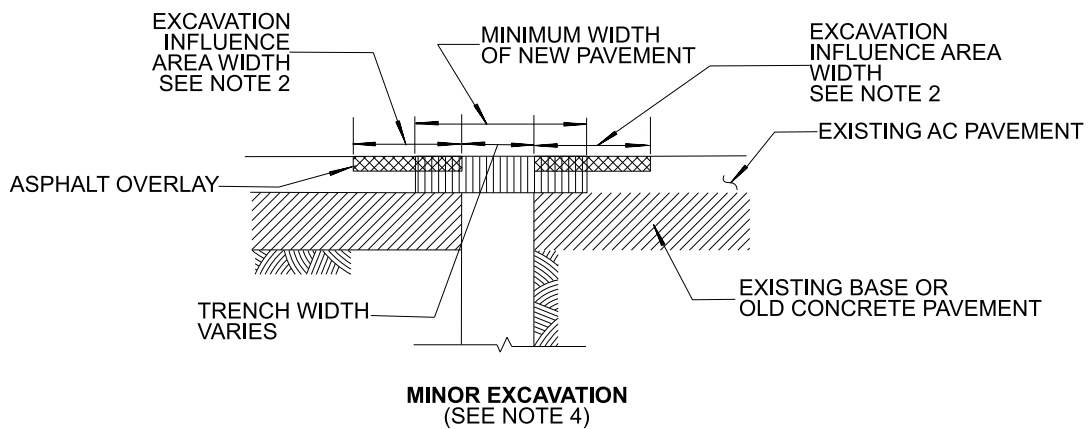
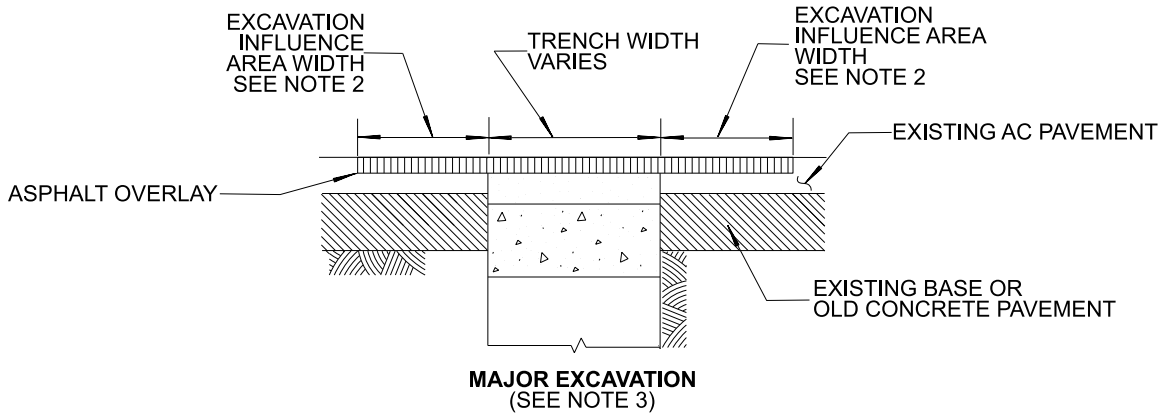
Hours and Days of Operation:

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

City of San Diego Contractor:

Company Name, XXX-XXX-XXXX

APPENDIX G
STANDARD DRAWINGS



NOTES:

1. EXCAVATION INFLUENCE AREA MEANS THE AREA THAT IS IMPACTED BY THE EXCAVATION AS DETERMINED BY THE ENGINEER AND EXTENDS AROUND THE PERIMETER OF THE EXCAVATION AS SET FORTH IN THE TABLE 62-12A IN SECTION 62.1209 OF SAN DIEGO MUNICIPAL CODE.
2. THE EXCAVATION INFLUENCE AREA EXTENDS AROUND THE PERIMETER OF THE EXCAVATION AS SHOWN IN TABLE 1.

TABLE 1. EXCAVATION INFLUENCE AREA WIDTH

| STREET CLASSIFICATION | WET UTILITIES | DRY UTILITIES |
|-----------------------|---------------|---------------|
| ARTERIAL STREETS | 62 INCHES | 51 INCHES |
| MAJOR STREETS | 71 INCHES | 55 INCHES |
| COLLECTOR STREETS | 82 INCHES | 43 INCHES |
| RESIDENTIAL STREETS | 74 INCHES | 46 INCHES |

3. MAJOR EXCAVATION MEANS AN EXCAVATION INVOLVING A TRENCH GREATER THAN 6 INCHES IN WIDTH OR GREATER THAN 3 FEET IN DEPTH.
4. MINOR EXCAVATION MEANS AN EXCAVATION INVOLVING A TRENCH 6 INCHES OR LESS IN WIDTH AND 3 FEET OR LESS IN DEPTH.

SHEET 1 OF 2

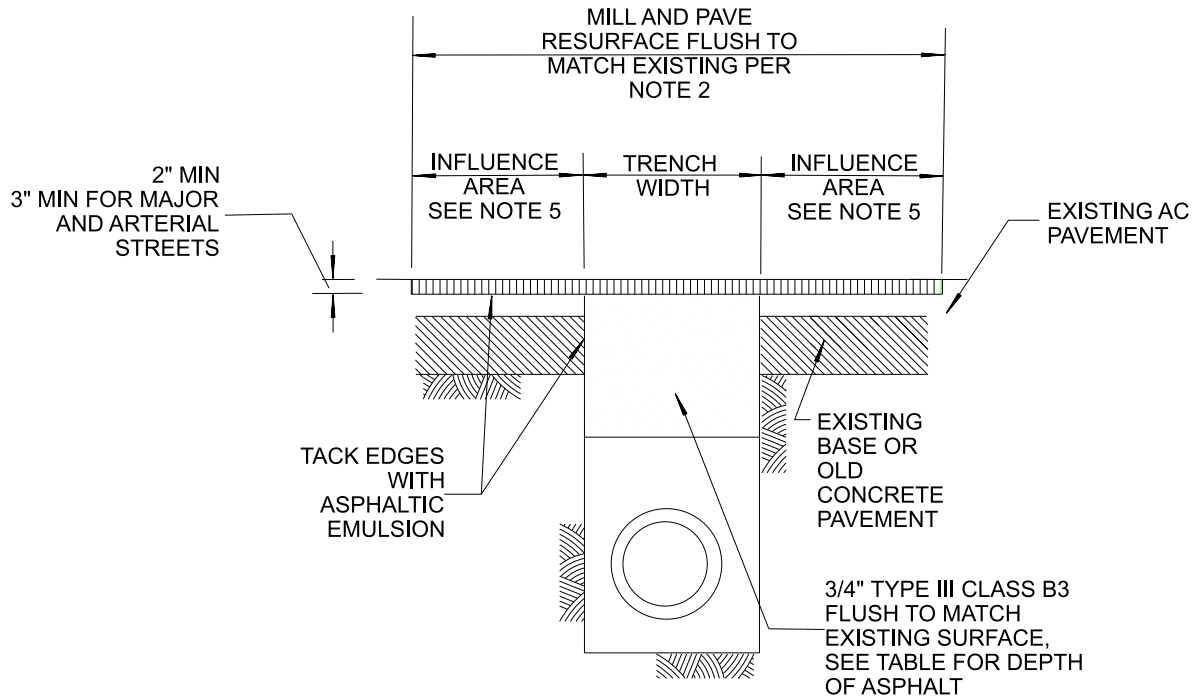
| | | | | | |
|----------|----|----------|-------|---|--|
| REVISION | BY | APPROVED | DATE | CITY OF SAN DIEGO – STANDARD DRAWING | RECOMMENDED BY THE CITY OF SAN DIEGO STANDARDS COMMITTEE |
| ORIGINAL | | R. AMEN | 09/23 | | |
| | | | | PAVEMENT RESTORATION GENERAL NOTES | DRAFT |
| | | | | | COORDINATOR R.C.E. 81047 DATE |
| | | | | | DRAWING NUMBER SDG-105 |

NOTES (CONTINUED):

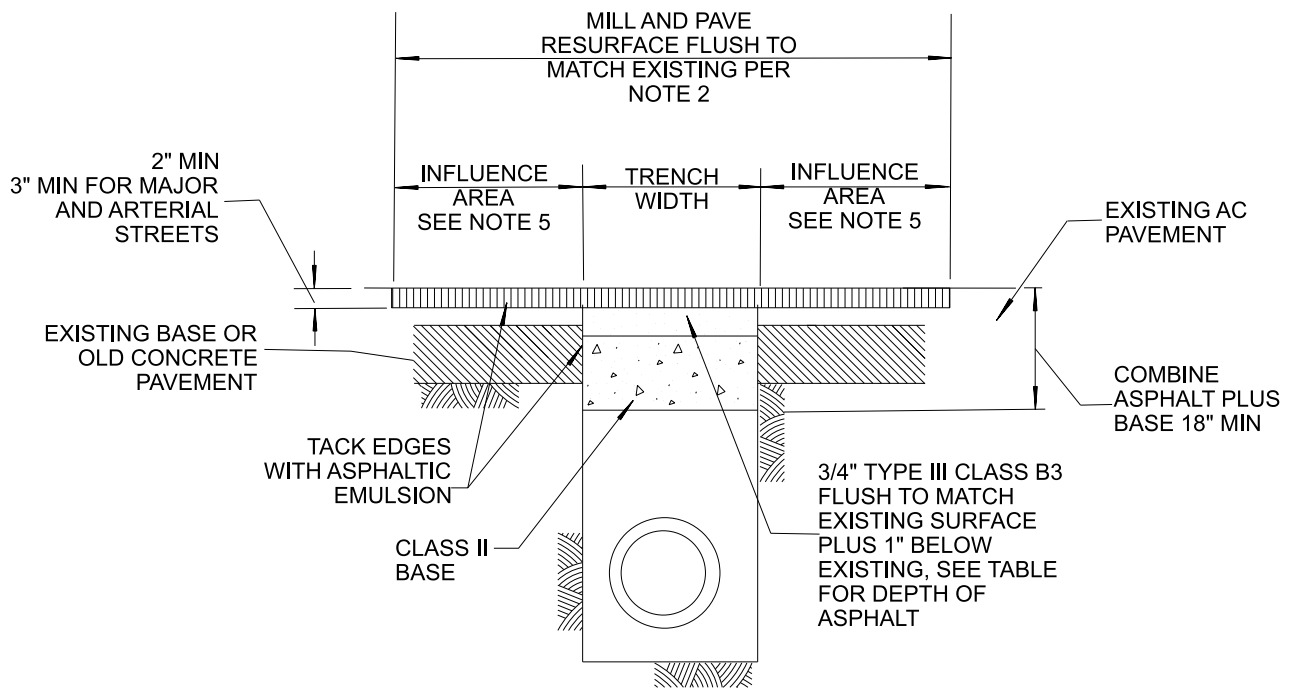
5. ADDITIONAL REPAIRS FOR MAJOR EXCAVATIONS AND MINOR EXCAVATIONS (FOR WET AND DRY UTILITIES): THE PURPOSE OF THE ADDITIONAL PAVEMENT REPAIRS, INCLUDING BUT NOT LIMITED TO BASE AND SUB-BASE REPAIRS, DIG-OUTS, INLAYS, IS TO RESTORE THE SURFACE PAVEMENT TO ITS ORIGINAL CONDITION AND TO ENSURE PUBLIC SAFETY.
6. REPAIRS TO THE EXISTING PAVEMENT WITH OBSERVABLE FAILURES WITHIN THE EXCAVATION INFLUENCE AREA PER TABLE 1 SHALL BE PERFORMED AS DIRECTED BY THE ENGINEER. THE EXCAVATION INFLUENCE AREA IS MEASURED FROM THE OUTER EDGE OF THE TRENCH CUT EXCAVATION AND MUST BE RESURFACED REGARDLESS OF THE EXISTENCE OF OBSERVABLE FAILURE.
7. FOR ALTERNATIVE COMPLIANCE, PAVEMENT RESTORATION (MILL AND PAVE) MAY EXTEND TO THE FULL WIDTH OF OF THE IMPACTED TRAVEL LANE(S) WHERE THE STREET DAMAGE FEE WILL BE WAIVED. FOR UNMARKED TRAVEL LANES, THE CENTERLINE OF THE STREET OR INTERSECTION WILL BE CONSIDERED AS A REFERENCE FOR THE EXTENT OF THE LANE WIDTH TO CURB LINE OR POINT OF CURB RETURN (PCR).

SHEET 2 OF 2

| | | | | | |
|----------|----|----------|-------|---|---|
| REVISION | BY | APPROVED | DATE | CITY OF SAN DIEGO – STANDARD DRAWING | RECOMMENDED BY THE CITY OF SAN DIEGO STANDARDS COMMITTEE |
| ORIGINAL | | R. AMEN | 09/23 | | DRAFT |
| | | | | PAVEMENT RESTORATION GENERAL NOTES | COORDINATOR R.C.E. 81047 DATE |
| | | | | | DRAWING NUMBER SDG-105 |
| | | | | | |
| | | | | | |



TYPE 1



TYPE 2

SHEET 1 OF 2

| REVISION | BY | APPROVED | DATE |
|-----------|----|---------------|-------|
| ORIGINAL | | J.P. CASEY | 12489 |
| UPDATED | KA | J. NAGELVOORT | 4/13 |
| UPDATED | BB | J. NAGELVOORT | 1/14 |
| UPDATED | LS | J. NAGELVOORT | 02/16 |
| UPDATED | JN | J. NAGELVOORT | 11/17 |
| REDRAFTED | CD | J. NAGELVOORT | 09/18 |
| UPDATED | ED | R. AMEN | 09/23 |

CITY OF SAN DIEGO – STANDARD DRAWING

**PAVEMENT RESTORATION FOR
ASPHALT CONCRETE SURFACED STREETS -
MAJOR EXCAVATION**

RECOMMENDED BY THE CITY
OF SAN DIEGO STANDARDS COMMITTEE

DRAFT

COORDINATOR R.C.E. 81047 DATE

DRAWING NUMBER **SDG-107**

TABLE 1

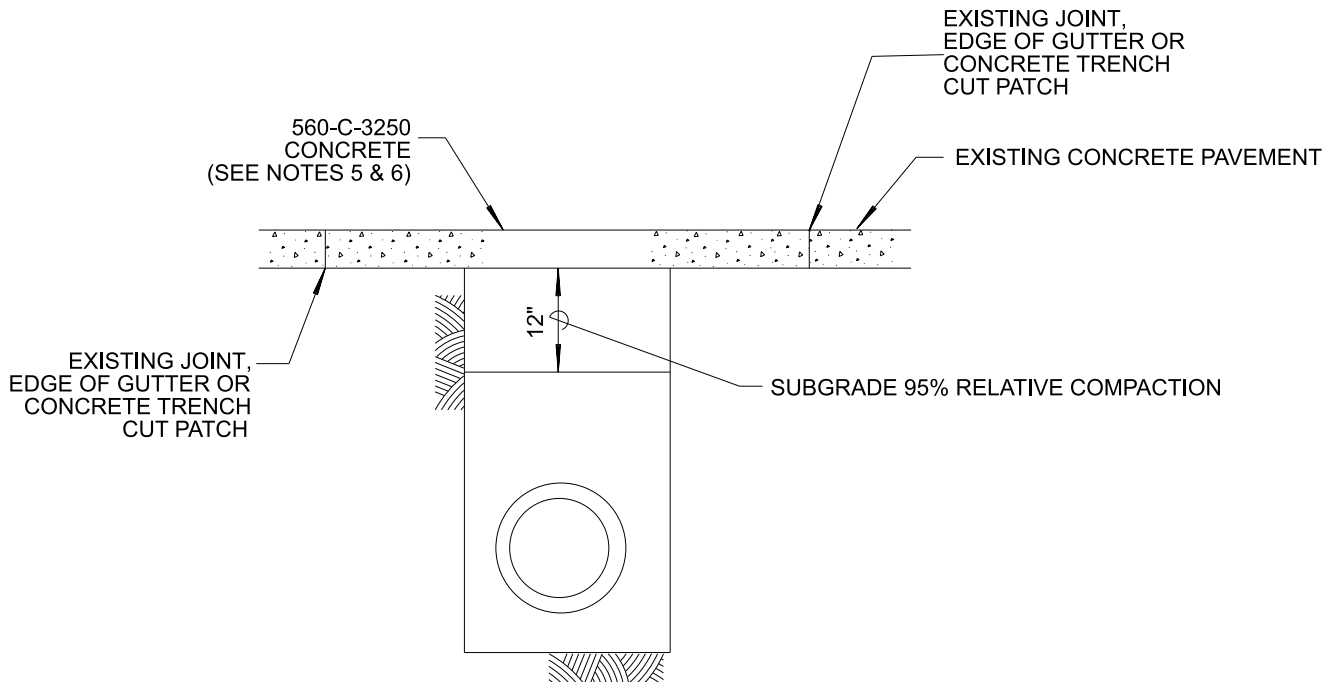
| | TYPE 1 | TYPE 2 |
|---------------------------------|------------------------|---|
| | ASPHALT | ASPHALT PLUS BASE |
| MIX DESIGN | 3/4" TYPE III CLASS B3 | 3/4" TYPE III CLASS B3 PLUS CLASS II BASE |
| ALLEYS | 8.0" | ASPHALT THICKNESS TO EQUAL |
| LOCAL THROUGH 4 LANE COLLECTORS | 10.0" | EXISTING PLUS 1", MIN 4" TO MAX. 9". |
| MAJOR | 12.0" | COMBINED ASPHALT PLUS BASE 18" MIN. |

NOTES:

1. ANY STREET TRENCH 7 FEET IN WIDTH OR GREATER AND LONGER THAN 100 FEET IN OVERALL LENGTH SHALL BE RECONSTRUCTED WITH THE PAVEMENT SECTION FOR THE STREET CLASSIFICATION PER SCHEDULE "J" (SDG-113).
2. IN STREETS NOT RECEIVING A FULL WIDTH OVERLAY PRIOR TO ACCEPTANCE, ASPHALT TRENCH CAPS SHALL BE MILLED AS SHOWN AND RESURFACED WITH 1/2" TYPE III CLASS C2 ASPHALT NO LESS THAN 30 CALENDAR DAYS AFTER INITIAL ASPHALT PLACEMENT.
3. IF THE STREET IS NOT SUBJECT TO CURB TO CURB ASPHALT OVERLAY, IT MUST COMPLETE FINAL STREET RESTORATION WITHIN 180 CALENDAR DAYS OF THE TRENCH CAP.
4. WHEN DIRECTED BY CITY ENGINEER OR SHOWN ON THE PLANS, CONCRETE PER SDG-108 (NOTE #5) MAY BE PLACED; A 1/8" - 1/4" WEARING SURFACING OF TYPE III CLASS F ASPHALT CONCRETE WILL BE REQUIRED.
5. ASPHALT OVERLAY THE ENTIRE LENGTH OF THE TRENCH INCLUDING THE INFLUENCE AREA AROUND THE PERIMETER OF THE EXCAVATION PER TABLE 1 IN SDG-105.
 - A. IF THE TRENCH OR EXCAVATION INFLUENCE AREA ENTERS A BICYCLE LANE, THE ENTIRE WIDTH OF THE BICYCLE SHALL BE ASPHALT OVERLAYED AND RESTRIPEDED FOR THE LENGTH OF THE TRENCH INCLUDING EXCAVATION INFLUENCE AREA. REPLACE IN KIND ANY EXISTING DELINEATORS.
6. EXCAVATOR SHALL ASPHALT OVERLAY IN MORATORIUM STREETS UNDER MORATORIUM DUE TO NEW CONSTRUCTION, RECONSTRUCTION, OR ASPHALT OVERLAY WITHIN 180 WORKING DAYS AFTER THE ENGINEER APPROVES THE TRENCH REPAIR.

SHEET 2 OF 2

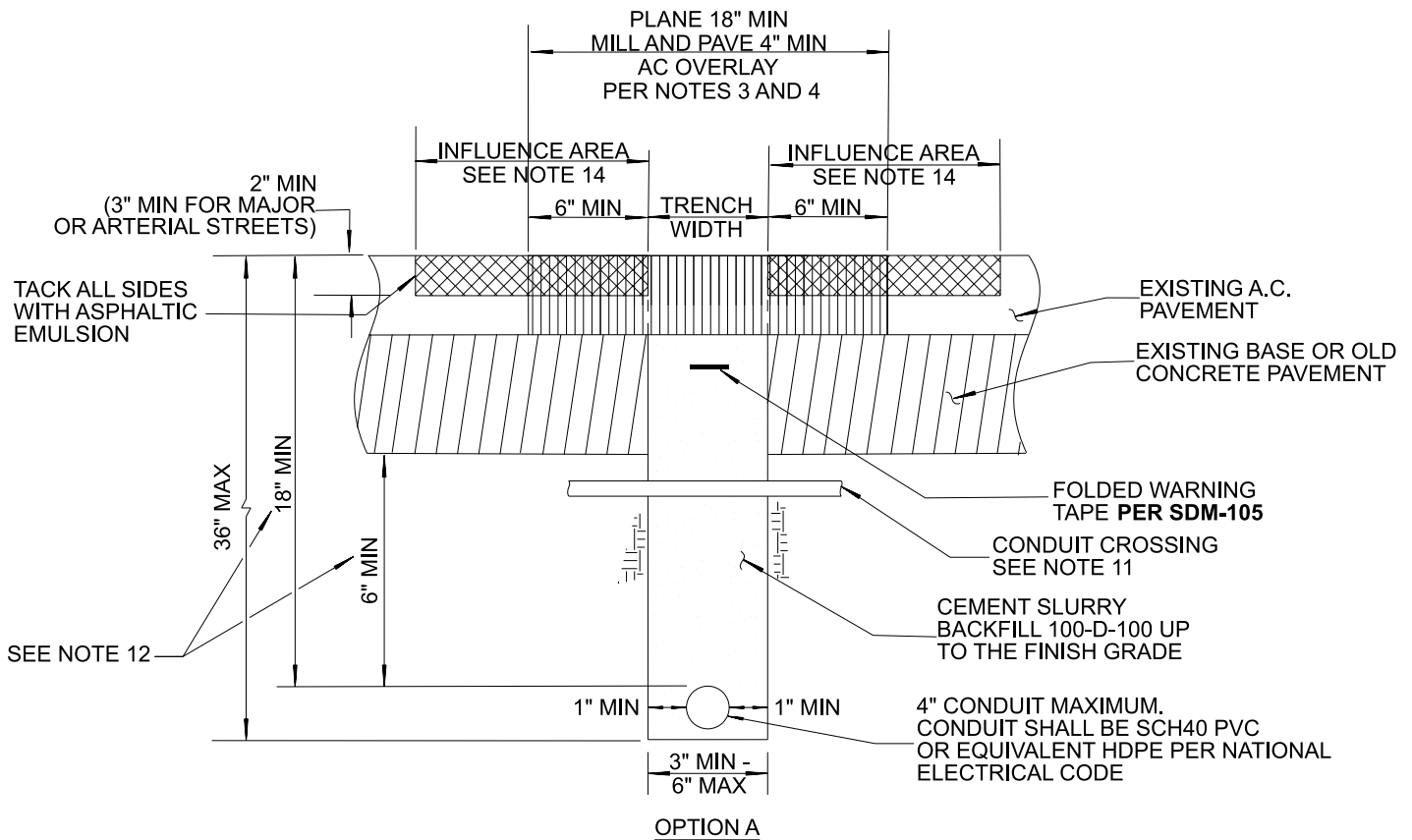
| | | | | | | |
|-----------|----|---------------|-------|--|--|-------------------------------|
| REVISION | BY | APPROVED | DATE | CITY OF SAN DIEGO – STANDARD DRAWING | RECOMMENDED BY THE CITY OF SAN DIEGO STANDARDS COMMITTEE | |
| ORIGINAL | | J.P. CASEY | 12489 | | | |
| UPDATED | KA | J. NAGELVOORT | 4/13 | PAVEMENT RESTORATION FOR ASPHALT CONCRETE SURFACED STREETS - MAJOR EXCAVATION | DRAFT | |
| UPDATED | BB | J. NAGELVOORT | 1/14 | | | COORDINATOR R.C.E. 81047 DATE |
| UPDATED | LS | J. NAGELVOORT | 02/16 | | DRAWING | SDG-107 |
| UPDATED | JN | J. NAGELVOORT | 11/17 | | NUMBER | |
| REDRAFTED | CD | J. NAGELVOORT | 09/18 | | | |
| UPDATED | ED | R. AMEN | 10/23 | | | |



NOTES:

1. CONCRETE PAVEMENT RESTORATION SHALL EXTEND BEYOND THE EDGE OF THE TRENCH CUT TO THE NEAREST JOINT (FULL WIDTH OF CONCRETE PANEL, JOINT TO JOINT AROUND THE PERIMETER OF THE EXCAVATION) OR TO THE EDGE OF THE GUTTER. IF NO GUTTER IS PRESENT, EXTEND THE RESTORATION TO THE NEAREST CURB.
 - A. FOR CONCRETE PAVEMENT WITH EXISTING TRENCH CUT PATCHES THAT ARE 4'-0" OR LESS FROM THE EDGE OF THE EXCAVATION, CONCRETE PAVEMENT RESTORATION SHALL INCLUDE REMOVING THE EXISTING TRENCH CUT PATCHES AND REPLACING IT WITHIN THE NEW PCC CONSTRUCTION FOR THE NEW PANEL.
 - B. IF TRENCH CUT IS IN ALLEY APRON, CONCRETE RESTORATION SHALL BE TO THE NEAREST JOINT OR REPLACE ENTIRE ALLEY APRON IF NO JOINT. FOR NON-STANDARD ALLEY, INSTALL NEW CONCRETE PAVEMENT AS NEW JOINTS CAN BE INSTALLED TO THE EXTENTS OF THE RIGHT-OF-WAY.
2. PRIOR TO PLACING CONCRETE, PAVEMENT EDGES SHALL BE TRIMMED TO NEAT HORIZONTAL AND VERTICAL LINES.
3. UNLESS OTHERWISE SPECIFIED, CONCRETE TRENCH COVER SHALL BE A MINIMUM OF 5 1/2" FOR ALLEYS, 7" FOR LOCAL THROUGH FOUR LANE COLLECTOR STREETS AND 9" THICK FOR ALL MAJOR OR GREATER STREET CLASSIFICATIONS.
4. ANY STREET TRENCH 7'-0" IN WIDTH OR GREATER AND LONGER THAN 100'-0" IN LENGTH SHALL BE RECONSTRUCTED WITH THE PAVEMENT SECTION FOR THE STREET CLASSIFICATION **PER SCHEDULE "J" (SDG-113)**. STREET TRENCH SECTIONS 7'-0" IN WIDTH OR GREATER BUT LESS THAN 100'-0" IN OVERALL LENGTH SHALL BE RESURFACED TO A THICKNESS OF 1" GREATER THAN REQUIRED BY NOTE 3 ABOVE.
5. 560-C-3250 CONCRETE TREATED WITH A MINIMUM 2% CALCIUM CHLORIDE SOLUTION IN ACCORDANCE WITH 201-1 OR 650-CW-4000 (W/O CC) CONCRETE MAY BE OPENED TO TRAFFIC 3 DAYS AFTER IT IS PLACED. 650-CW-4000 CONCRETE TREATED IN SAME MANNER (W/CC) MAY BE OPENED TO TRAFFIC 24 HOURS AFTER IT IS PLACED. CONCRETE SPECIFIED BY ALTERNATE CLASS OR OTHERWISE CONTAINING FLY ASH IS NOT ALLOWED.
6. IN FOUR-LANE MAJOR OR GREATER STREETS, AN APPROVED SET ACCELERATING ADMIXTURE SUCH AS CALCIUM CHLORIDE, SHALL BE USED IN THE CONCRETE.
7. FINAL STREET RESTORATION SHALL BE COMPLETED WITHIN 180 CALENDAR DAYS AFTER COMPLETION OF THE TRENCH WORK WITHIN A STREET SEGMENT.

| | | | | | | |
|-----------|----|---------------|-------|--------------------------------------|---|----------------|
| REVISION | BY | APPROVED | DATE | CITY OF SAN DIEGO – STANDARD DRAWING | RECOMMENDED BY THE CITY OF SAN DIEGO STANDARDS COMMITTEE | |
| ORIGINAL | | J.CASEY | 01/89 | | PAVEMENT RESTORATION FOR CONCRETE SURFACED STREETS AND ALLEYS - MAJOR EXCAVATION | DRAFT |
| UPDATED | KA | J. NAGELVOORT | 01/12 | COORDINATOR | | R.C.E. 81047 |
| UPDATED | BB | J. NAGELVOORT | 01/14 | DATE | | |
| UPDATED | BB | J. NAGELVOORT | 03/15 | DRAWING | | |
| REDRAFTED | CD | J. NAGELVOORT | 09/18 | NUMBER | | SDG-108 |
| UPDATED | FM | R. AMEN | 09/23 | | | |



NOTES (OPTION A):

1. NEW TRENCH LOCATION SHALL BE 36 INCHES MINIMUM AND 72 INCHES MAXIMUM FROM LIP OF GUTTER, AND AT LEAST 36 INCHES CLEAR FROM ANY CITY UNDERGROUND FACILITIES.
 - A. THE CONTRACTOR SHALL CONTACT THE ENGINEER TO INSPECT AND APPROVE THE TRAFFIC CONTROL PLAN PRIOR TO START OF EXCAVATION IN A BICYCLE LANE. ENSURE ADEQUATE PROVISIONS HAVE BEEN INCLUDED FOR BICYCLE TRAFFIC INCLUDING BICYCLE DETOURS, IF APPLICABLE.
 - B. WHEN THE TRENCH AND/OR INFLUENCE AREA IS LOCATED WITHIN THE BICYCLE LANE, THE CONTRACTOR MUST PAVE THE FULL WIDTH OF THE BICYCLE LANE TO THE FACE OF CURB (I.E. GRIND AND OVERLAY) WITHIN SEVEN (7) CALENDAR DAYS OF AFTER THE INITIAL EXCAVATION. AT NO TIME SHALL A PARALLEL CUT OR SEAM EXIST IN THE BICYCLE LANE AS A FINAL RESTORATION.
 - C. THE CONTRACTOR SHALL PERFORM TRENCHING IN THE BICYCLE LANE IN ROAD SEGMENTS NOT TO EXCEED 500 LINEAR FEET PER SEGMENT. THE CONTRACTOR SHALL FULLY COMPLETE THE WORK ON EACH SEGMENT PRIOR TO STARTING THE NEXT SEGMENT.
2. CEMENT SLURRY BACKFILL SHALL BE THOROUGHLY CONSOLIDATED, HAVE A MAXIMUM SLUMP OF 4 INCHES. FLY ASH MEETING THE REQUIREMENTS OF 201-1.2.5.3 MAY BE ADDED (NOT AS A SUBSTITUTE) TO THE MINIMUM CEMENT REQUIREMENTS. SLURRY COMBINED GRADING SHALL MEET REQUIREMENTS OF 201-1.3.2 (A) GRADING D.
3. BALL DROP TEST PER ASTM D6024 SHALL BE PERFORMED ON SLURRY AND ACHIEVE A MAXIMUM INDENTATION DIAMETER OF 3 INCHES PRIOR TO PLACEMENT OF ASPHALT CONCRETE. SLURRY PLACED IN NARROW TRENCHES WHERE BALL DROP TEST CANNOT BE PERFORMED SHALL BE CURED A MINIMUM OF 48 HOURS PRIOR TO PLACEMENT OF ASPHALT CONCRETE. PERMANENT RESURFACING SHALL BE COMPLETED IN NO MORE THAN 7 DAYS AFTER PLACEMENT OF CEMENT SLURRY.

SEE ADDITIONAL NOTES ON SHEET 2

SHEET 1 OF 6

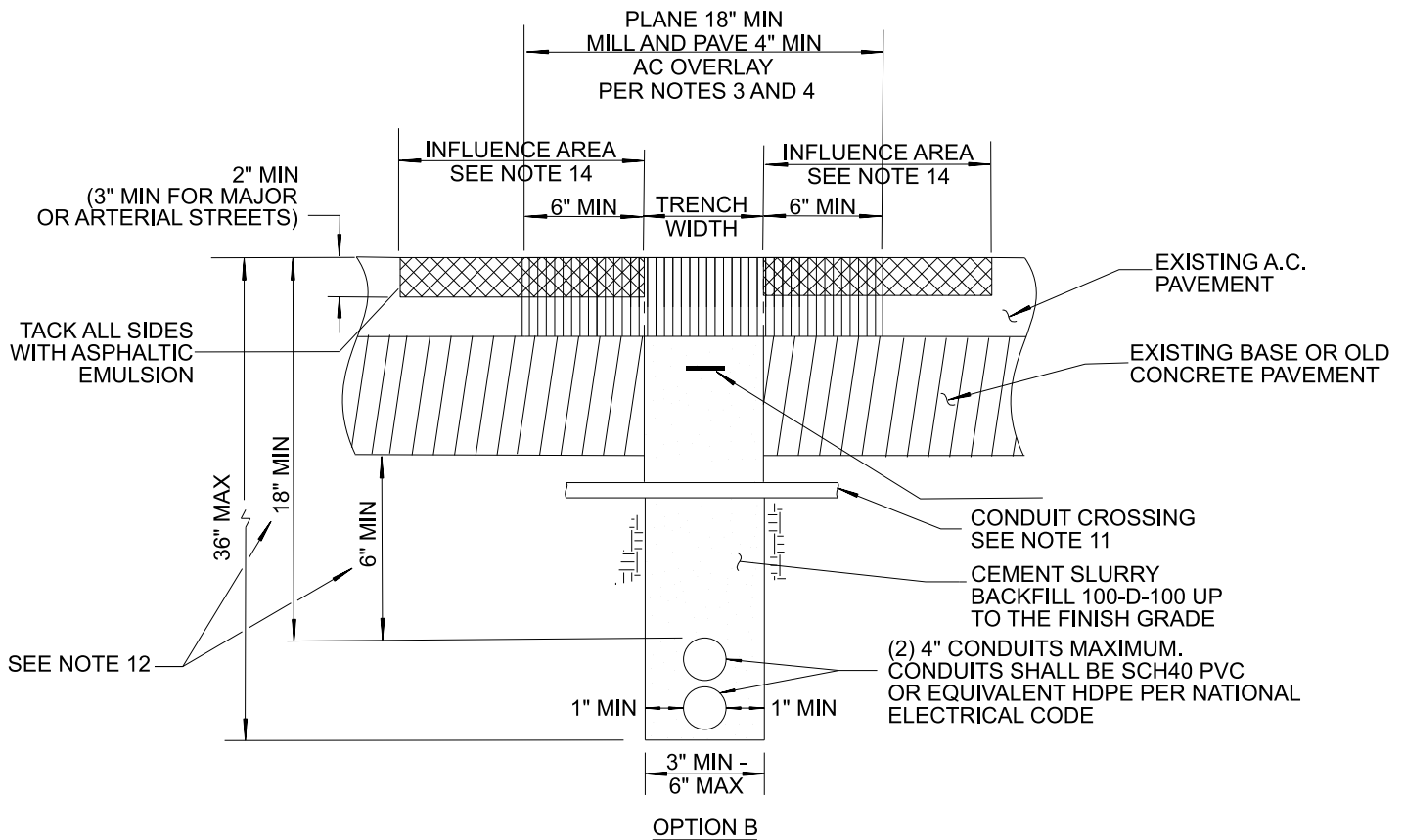
| REVISION | BY | APPROVED | DATE | CITY OF SAN DIEGO - STANDARD DRAWING | | RECOMMENDED BY THE CITY OF SAN DIEGO STANDARDS COMMITTEE | | |
|-----------|----|---------------|-------|---|--|--|--------------|-----------------|
| ORIGINAL | | BAHMANIAN | 04/86 | PAVEMENT RESTORATION FOR ASPHALT CONCRETE SURFACED STREETS - MINOR EXCAVATION OPTION A - ONE CONDUIT | | DRAFT | | |
| UPDATED | AA | J. NAGELVOORT | 02/16 | | | COORDINATOR | R.C.E. 81047 | DATE |
| UPDATED | LS | M. GIBSON | 05/17 | | | DRAWING NUMBER | | SDG-117A |
| REDRAFTED | CD | J. NAGELVOORT | 09/18 | | | | | |
| UPDATED | LS | J. NAGELVOORT | 04/21 | | | | | |
| UPDATED | RC | R. AMEN | 10/23 | | | | | |
| | | | | | | | | |

NOTES (CONTINUED FOR OPTION A):

4. DURING PLACEMENT, CONCAVE SLURRY SURFACE WITH A SHOVEL TO 1/2 INCH - 1 INCH DEPTH.
5. MINIMUM SPECIFIED SEPARATIONS MUST BE MAINTAINED UNTIL SLURRY HAS FULLY CURED. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO ENSURE THE CONDUIT DOES NOT SHIFT HORIZONTALLY OR FLOAT VERTICALLY IN THE TRENCH DURING THE APPLICATION OF THE SLURRY. SPOT POUR ONE SACK SLURRY OVER CONDUIT AT 25 FOOT INTERVALS TO PREVENT CONDUIT FROM FLOATING.
6. CUTS SHALL BE STRAIGHT. EXISTING A.C. PAVEMENT WILL NOT REQUIRE SAW CUTTING WHEN USING ROCKWHEEL FOR EXCAVATION PROVIDED THAT A SMOOTH SURFACE IS PRODUCED.
7. TRENCH SHALL BE MILLED TO A DEPTH OF 4 INCHES A MINIMUM OF 18 INCHES WIDE OR 12 INCHES WIDER THAN TRENCH WIDTH, WHICHEVER IS GREATER, AND RESURFACED WITH 1/2 INCH TYPE III CLASS C2 ASPHALT.
8. WHEN PCC TRENCH RESURFACING IS DIRECTED BY CITY ENGINEER, SHOWN ON THE PLANS, OR REQUIRED FOR A PCC SURFACED STREET, FOR ASPHALT STREETS SEE SDG-107 (NOTE #3) AND FOR CONCRETE SURFACED STREETS SEE SDG-108.
9. SDG-117A SHALL BE USED FOR THE PLACEMENT OF ONE CONDUIT. FOR THE PLACEMENT OF TWO CONDUITS USE SDG-117B AND FOR PLACEMENT OF THREE OR MORE CONDUITS USE SDG-117C OR SDG-119.
10. ALLOW THREE HOURS MINIMUM FOR ONE SACK SLURRY TRENCH BACKFILL CURE TIME FOR TRENCHES PARALLEL TO THE STREET BEFORE OPENING TO TRAFFIC.
11. SLEEVE EXISTING CONDUITS AT CROSSING.
12. TOP OF CONDUIT SHALL BE 18 INCHES MINIMUM FROM TOP OF PAVEMENT OR 6 INCHES MINIMUM FROM BOTTOM OF PAVEMENT SECTION, WHICHEVER IS GREATER.
13. CLEARANCE SEPARATIONS BETWEEN DRY AND WET UTILITIES PER CALIFORNIA PUBLIC UTILITY CODE GENERAL ORDER 128 SHALL BE MAINTAINED.
14. ASPHALT OVERLAY THE ENTIRE LENGTH OF THE TRENCH INCLUDING THE INFLUENCE AREA AROUND THE PERIMETER OF THE EXCAVATION PER TABLE 1 IN SDG-105.
 - A. IF THE TRENCH OR EXCAVATION INFLUENCE AREA ENTERS A BICYCLE LANE, THE ENTIRE WIDTH OF THE BICYCLE SHALL BE ASPHALT OVERLAYED AND RESTRIPEDED FOR THE LENGTH OF THE TRENCH INCLUDING EXCAVATION INFLUENCE AREA. REPLACE IN KIND ANY EXISTING DELINEATORS.

SHEET 2 OF 6

| | | | | | |
|-----------|----|---------------|-------|---|---|
| REVISION | BY | APPROVED | DATE | CITY OF SAN DIEGO – STANDARD DRAWING PAVEMENT RESTORATION FOR ASPHALT CONCRETE SURFACED STREETS - MINOR EXCAVATION OPTION A - ONE CONDUIT | RECOMMENDED BY THE CITY OF SAN DIEGO STANDARDS COMMITTEE DRAFT |
| ORIGINAL | | BAHMANIAN | 04/86 | | |
| UPDATED | AA | J. NAGELVOORT | 02/16 | | DRAWING |
| UPDATED | LS | M. GIBSON | 05/17 | | NUMBER |
| REDRAFTED | CD | J. NAGELVOORT | 09/18 | | SDG-117A |
| UPDATED | LS | J. NAGELVOORT | 04/21 | | |
| UPDATED | RC | R. AMEN | 10/23 | | |



NOTES (OPTION B):

1. NEW TRENCH LOCATION SHALL BE 36 INCHES MINIMUM AND 72 INCHES MAXIMUM FROM LIP OF GUTTER, AND AT LEAST 36 INCHES CLEAR FROM ANY CITY UNDERGROUND FACILITIES.
 - A. THE CONTRACTOR SHALL CONTACT THE ENGINEER TO INSPECT AND APPROVE THE TRAFFIC CONTROL PLAN PRIOR TO START OF EXCAVATION IN A BICYCLE LANE. ENSURE ADEQUATE PROVISIONS HAVE BEEN INCLUDED FOR BICYCLE TRAFFIC INCLUDING BICYCLE DETOURS, IF APPLICABLE.
 - B. WHEN THE TRENCH AND/OR INFLUENCE AREA IS LOCATED WITHIN THE BICYCLE LANE, THE CONTRACTOR MUST PAVE THE FULL WIDTH OF THE BICYCLE LANE TO THE FACE OF CURB (I.E. GRIND AND OVERLAY) WITHIN SEVEN (7) CALENDAR DAYS OF AFTER THE INITIAL EXCAVATION. AT NO TIME SHALL A PARALLEL CUT OR SEAM EXIST IN THE BICYCLE LANE AS A FINAL RESTORATION.
 - C. THE CONTRACTOR SHALL PERFORM TRENCHING IN THE BICYCLE LANE IN ROAD SEGMENTS NOT TO EXCEED 500 LINEAR FEET PER SEGMENT. THE CONTRACTOR SHALL FULLY COMPLETE THE WORK ON EACH SEGMENT PRIOR TO STARTING THE NEXT SEGMENT.
2. CEMENT SLURRY BACKFILL SHALL BE THOROUGHLY CONSOLIDATED, HAVE A MAXIMUM SLUMP OF 4 INCHES. FLY ASH MEETING THE REQUIREMENTS OF 201-1.2.5.3 MAY BE ADDED (NOT AS A SUBSTITUTE) TO THE MINIMUM CEMENT REQUIREMENTS. SLURRY COMBINED GRADING SHALL MEET REQUIREMENTS OF 201-1.3.2 (A) GRADING D.
3. BALL DROP TEST PER ASTM D6024 SHALL BE PERFORMED ON SLURRY AND ACHIEVE A MAXIMUM INDENTATION DIAMETER OF 3 INCHES PRIOR TO PLACEMENT OF ASPHALT CONCRETE. SLURRY PLACED IN NARROW TRENCHES WHERE BALL DROP TEST CANNOT BE PERFORMED SHALL BE CURED A MINIMUM OF 48 HOURS PRIOR TO PLACEMENT OF ASPHALT CONCRETE. PERMANENT RESURFACING SHALL BE COMPLETED IN NO MORE THAN 7 DAYS AFTER PLACEMENT OF CEMENT SLURRY.

SEE ADDITIONAL NOTES ON SHEET 4

SHEET 3 OF 6

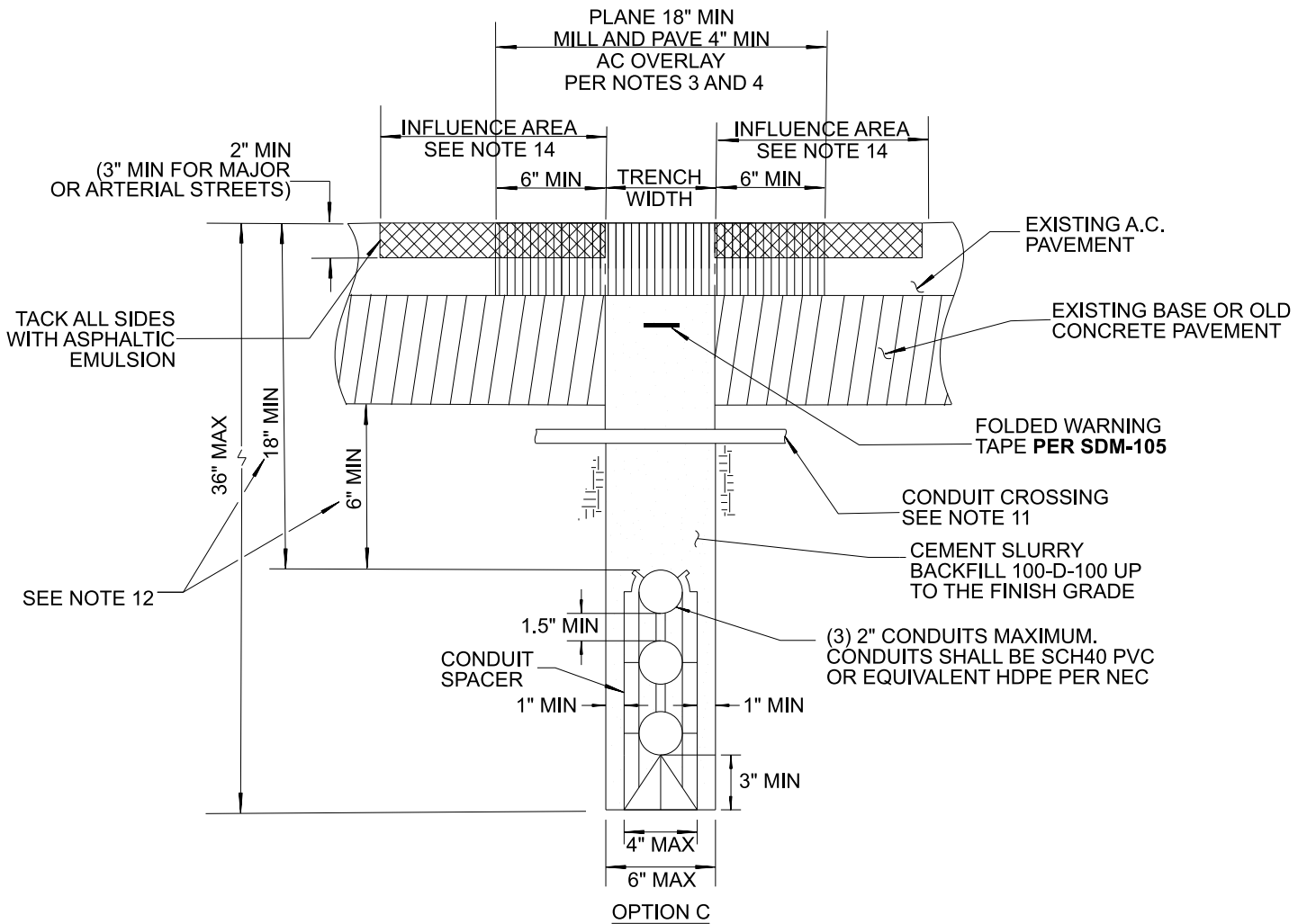
| REVISION | BY | APPROVED | DATE | CITY OF SAN DIEGO - STANDARD DRAWING PAVEMENT RESTORATION FOR ASPHALT CONCRETE SURFACED STREETS - MINOR EXCAVATION OPTION B - TWO CONDUITS | RECOMMENDED BY THE CITY OF SAN DIEGO STANDARDS COMMITTEE DRAFT COORDINATOR R.C.E. 81047 DATE _____ |
|-----------|----|---------------|-------|--|--|
| ORIGINAL | | BAHMANIAN | 04/86 | | |
| UPDATED | AA | J. NAGELVOORT | 02/16 | | |
| UPDATED | LS | M. GIBSON | 05/17 | | |
| REDRAFTED | CD | J. NAGELVOORT | 09/18 | | |
| UPDATED | LS | J. NAGELVOORT | 04/21 | | |
| UPDATED | RC | R. AMEN | 10/23 | DRAWING NUMBER SDG-117B | |

NOTES (CONTINUED FOR OPTION B):

4. DURING PLACEMENT, CONCAVE SLURRY SURFACE WITH A SHOVEL TO 1/2 INCH - 1 INCH DEPTH.
5. MINIMUM SPECIFIED SEPARATIONS MUST BE MAINTAINED UNTIL SLURRY HAS FULLY CURED. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO ENSURE THE CONDUIT DOES NOT SHIFT HORIZONTALLY OR FLOAT VERTICALLY IN THE TRENCH DURING THE APPLICATION OF THE SLURRY. SPOT POUR ONE SACK SLURRY OVER CONDUIT AT 25 FOOT INTERVALS TO PREVENT CONDUIT FROM FLOATING.
6. CUTS SHALL BE STRAIGHT. EXISTING A.C. PAVEMENT WILL NOT REQUIRE SAW CUTTING WHEN USING ROCKWHEEL FOR EXCAVATION PROVIDED THAT A SMOOTH SURFACE IS PRODUCED.
7. TRENCH SHALL BE MILLED TO A DEPTH OF 4 INCHES AND A MINIMUM OF 18 INCHES WIDE OR 12 INCHES WIDER THAN TRENCH WIDTH, WHICHEVER IS GREATER, AND RESURFACED WITH 1/2 INCH TYPE III CLASS C2 ASPHALT.
8. WHEN PCC PAVEMENT RESTORATION IS DIRECTED BY CITY ENGINEER, SHOWN ON THE PLANS, OR REQUIRED FOR A PCC SURFACED STREET, FOR ASPHALT STREETS SEE SDG-107 (NOTE #3) AND FOR CONCRETE SURFACED STREETS SEE SDG-108.
9. SDG-117A SHALL BE USED FOR THE PLACEMENT OF ONE CONDUIT. FOR THE PLACEMENT OF TWO CONDUITS USE SDG-117B AND FOR PLACEMENT OF THREE OR MORE CONDUITS USE SDG-117C OR SDG-119.
10. ALLOW THREE HOURS MINIMUM FOR ONE SACK SLURRY TRENCH BACKFILL CURE TIME FOR TRENCHES PARALLEL TO THE STREET BEFORE OPENING TO TRAFFIC.
11. SLEEVE EXISTING CONDUITS AT CROSSING.
12. TOP OF CONDUIT SHALL BE 18 INCHES MINIMUM FROM TOP OF PAVEMENT OR 6 INCHES MINIMUM FROM BOTTOM OF PAVEMENT SECTION, WHICHEVER IS GREATER.
13. CLEARANCE SEPARATIONS BETWEEN DRY AND WET UTILITIES PER CALIFORNIA PUBLIC UTILITY CODE GENERAL ORDER 128 SHALL BE MAINTAINED.
14. ASPHALT OVERLAY THE ENTIRE LENGTH OF THE TRENCH INCLUDING THE INFLUENCE AREA AROUND THE PERIMETER OF THE EXCAVATION PER TABLE 1 IN SDG-105.
 - A. IF THE TRENCH OR EXCAVATION INFLUENCE AREA ENTERS A BICYCLE LANE, THE ENTIRE WIDTH OF THE BICYCLE SHALL BE ASPHALT OVERLAYED AND RESTRIPEDED FOR THE LENGTH OF THE TRENCH INCLUDING EXCAVATION INFLUENCE AREA. REPLACE IN KIND ANY EXISTING DELINEATORS.

SHEET 4 OF 6

| | | | | | |
|-----------|----|---------------|-------|---|---|
| REVISION | BY | APPROVED | DATE | CITY OF SAN DIEGO – STANDARD DRAWING PAVEMENT RESTORATION FOR ASPHALT CONCRETE SURFACE STREETS - MINOR EXCAVATION OPTION B - TWO CONDUITS | RECOMMENDED BY THE CITY OF SAN DIEGO STANDARDS COMMITTEE |
| ORIGINAL | | BAHMANIAN | 0486 | | DRAFT |
| UPDATED | AA | J. NAGELVOORT | 02/16 | | COORDINATOR R.C.E. 81047 DATE |
| UPDATED | LS | M. GIBSON | 05/17 | | SDG-117B |
| REDRAFTED | CD | J. NAGELVOORT | 09/18 | | |
| UPDATED | LS | J. NAGELVOORT | 04/21 | | |
| UPDATED | RC | R. AMEN | 10/23 | | |



NOTES (OPTION C):

1. NEW TRENCH LOCATION SHALL BE 36 INCHES MINIMUM AND 72 INCHES MAXIMUM FROM LIP OF GUTTER, AND AT LEAST 36 INCHES CLEAR FROM ANY CITY UNDERGROUND FACILITIES.
 - A. THE CONTRACTOR SHALL CONTACT THE ENGINEER TO INSPECT AND APPROVE THE TRAFFIC CONTROL PLAN PRIOR TO START OF EXCAVATION IN A BICYCLE LANE. ENSURE ADEQUATE PROVISIONS HAVE BEEN INCLUDED FOR BICYCLE TRAFFIC INCLUDING BICYCLE DETOURS, IF APPLICABLE.
 - B. WHEN THE TRENCH AND/OR INFLUENCE AREA IS LOCATED WITHIN THE BICYCLE LANE, THE CONTRACTOR MUST PAVE THE FULL WIDTH OF THE BICYCLE LANE TO THE FACE OF CURB (I.E. GRIND AND OVERLAY) WITHIN SEVEN (7) CALENDAR DAYS OF AFTER THE INITIAL EXCAVATION. AT NO TIME SHALL A PARALLEL CUT OR SEAM EXIST IN THE BICYCLE LANE AS A FINAL RESTORATION.
 - D. THE CONTRACTOR SHALL PERFORM TRENCHING IN THE BICYCLE LANE IN ROAD SEGMENTS NOT TO EXCEED 500 LINEAR FEET PER SEGMENT. THE CONTRACTOR SHALL FULLY COMPLETE THE WORK ON EACH SEGMENT PRIOR TO STARTING THE NEXT SEGMENT.
2. CEMENT SLURRY BACKFILL SHALL BE THOROUGHLY CONSOLIDATED, HAVE A MAXIMUM SLUMP OF 4 INCHES. FLY ASH MEETING THE REQUIREMENTS OF 201-1.2.5.3 MAY BE ADDED (NOT AS A SUBSTITUTE) TO THE MINIMUM CEMENT REQUIREMENTS. SLURRY COMBINED GRADING SHALL MEET REQUIREMENTS OF 201-1.3.2 (A) GRADING D.

SEE ADDITIONAL NOTES ON SHEET 6

SHEET 5 OF 6

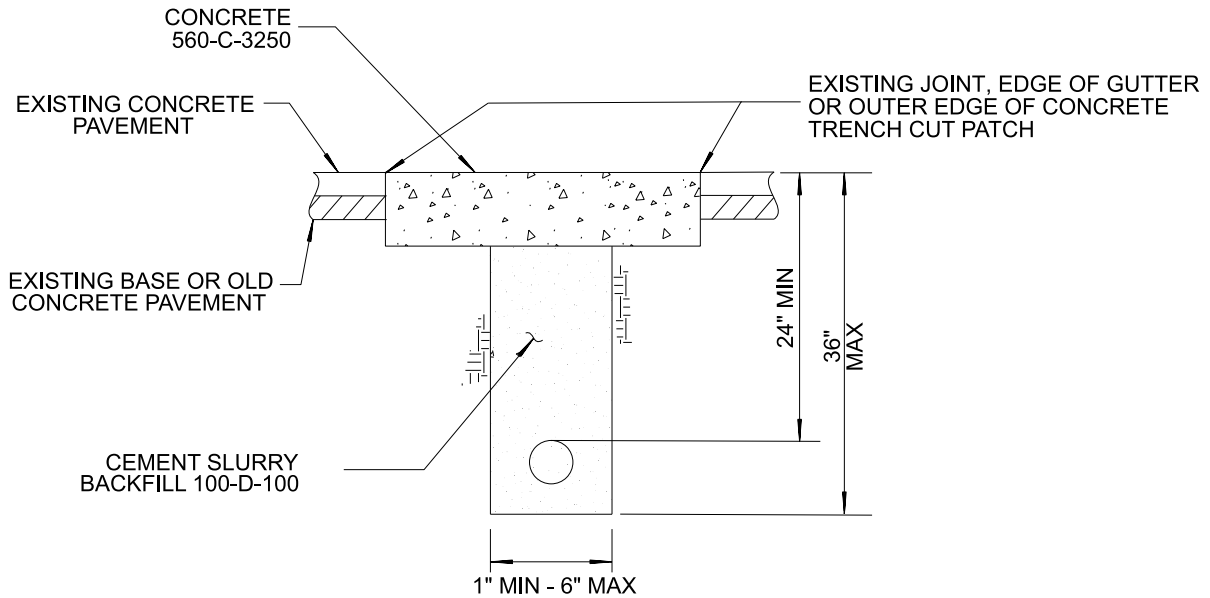
| REVISION | BY | APPROVED | DATE | CITY OF SAN DIEGO - STANDARD DRAWING | RECOMMENDED BY THE CITY OF SAN DIEGO STANDARDS COMMITTEE |
|-----------|----|---------------|-------|--------------------------------------|--|
| ORIGINAL | | BAHMANIAN | 04/86 | | |
| UPDATED | AA | J. NAGELVOORT | 02/16 | | |
| UPDATED | LS | M. GIBSON | 05/17 | | |
| REDRAFTED | CD | J. NAGELVOORT | 09/18 | | |
| UPDATED | LS | J. NAGELVOORT | 04/21 | | |
| UPDATED | RC | R. AMEN | 10/23 | | |
| | | | | DRAWING NUMBER | SDG-117C |

NOTES (CONTINUED FOR OPTION C):

3. BALL DROP TEST PER ASTM D6024 SHALL BE PERFORMED ON SLURRY AND ACHIEVE A MAXIMUM INDENTATION DIAMETER OF 3 INCHES PRIOR TO PLACEMENT OF ASPHALT CONCRETE. SLURRY PLACED IN NARROW TRENCHES WHERE BALL DROP TEST CANNOT BE PERFORMED SHALL BE CURED A MINIMUM OF 48 HOURS PRIOR TO PLACEMENT OF ASPHALT CONCRETE. PERMANENT RESURFACING SHALL BE COMPLETED IN NO MORE THAN 7 DAYS AFTER PLACEMENT OF CEMENT SLURRY.
4. DURING PLACEMENT, CONCAVE SLURRY SURFACE WITH A SHOVEL TO 1/2 INCH - 1 INCH DEPTH.
5. MINIMUM SPECIFIED SEPARATIONS MUST BE MAINTAINED UNTIL SLURRY HAS FULLY CURED. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO ENSURE THE CONDUIT DOES NOT SHIFT HORIZONTALLY OR FLOAT VERTICALLY IN THE TRENCH DURING THE APPLICATION OF THE SLURRY. SPOT POUR ONE SACK SLURRY OVER CONDUIT AT 25 FOOT INTERVALS TO PREVENT CONDUIT FROM FLOATING.
6. CUTS SHALL BE STRAIGHT. EXISTING A.C. PAVEMENT WILL NOT REQUIRE SAW CUTTING WHEN USING ROCKWHEEL FOR EXCAVATION PROVIDED THAT A SMOOTH SURFACE IS PRODUCED.
7. TRENCH SHALL BE MILLED TO A DEPTH OF 4 INCHES AND A MINIMUM OF 18 INCHES WIDE OR 12 INCHES WIDER THAN TRENCH WIDTH, WHICHEVER IS GREATER, AND RESURFACED WITH 1/2 INCH TYPE III CLASS C2 ASPHALT.
8. WHEN PCC TRENCH RESURFACING IS DIRECTED BY CITY ENGINEER, SHOWN ON THE PLANS, OR REQUIRED FOR A PCC SURFACED STREET, FOR ASPHALT STREETS **SEE SDG-107** (NOTE #3) AND FOR CONCRETE SURFACED STREETS **SEE SDG-108**.
9. FOR PLACEMENT OF ADDITIONAL CONDUITS THAT EXCEED THE MAXIMUM ALLOWABLE TRENCH DIMENSIONS IN **SDG-117C** USE **SDG-119**.
10. ALLOW THREE HOURS MINIMUM FOR ONE SACK SLURRY TRENCH BACKFILL CURE TIME FOR TRENCHES PARALLEL TO THE STREET BEFORE OPENING TO TRAFFIC.
11. SLEEVE EXISTING CONDUITS AT CROSSING.
12. TOP OF CONDUIT SHALL BE 18" MINIMUM FROM TOP OF PAVEMENT OR 6" MINIMUM FROM BOTTOM OF PAVEMENT SECTION, WHICHEVER IS GREATER.
13. CONDUIT DUCT SPACERS SHALL BE USED TO MAINTAIN A 3 INCH MINIMUM SEPARATION FROM THE BOTTOM OF THE TRENCH AND 1 INCH SEPARATIONS FROM THE SIDES OF THE TRENCH TO INSURE SLURRY ENCAPSULATION OF THE CONDUIT PACKAGE.
14. SPACERS SHALL BE PLACED EVERY 6 FEET ON CENTER ALONG THE ALIGNMENT OF THE CONDUIT.
15. CLEARANCE SEPARATIONS BETWEEN DRY AND WET UTILITIES PER CALIFORNIA PUBLIC UTILITY CODE GENERAL ORDER 128 SHALL BE MAINTAINED.
16. ASPHALT OVERLAY THE ENTIRE LENGTH OF THE TRENCH INCLUDING THE INFLUENCE AREA AROUND THE PERIMETER OF THE EXCAVATION PER TABLE 1 IN SDG-105.
 - A. IF THE TRENCH OR EXCAVATION INFLUENCE AREA ENTERS A BICYCLE LANE, THE ENTIRE WIDTH OF THE BICYCLE SHALL BE ASPHALT OVERLAYED AND RESTRIPEDED FOR THE LENGTH OF THE TRENCH INCLUDING EXCAVATION INFLUENCE AREA. REPLACE IN KIND ANY EXISTING DELINEATORS.

SHEET 6 OF 6

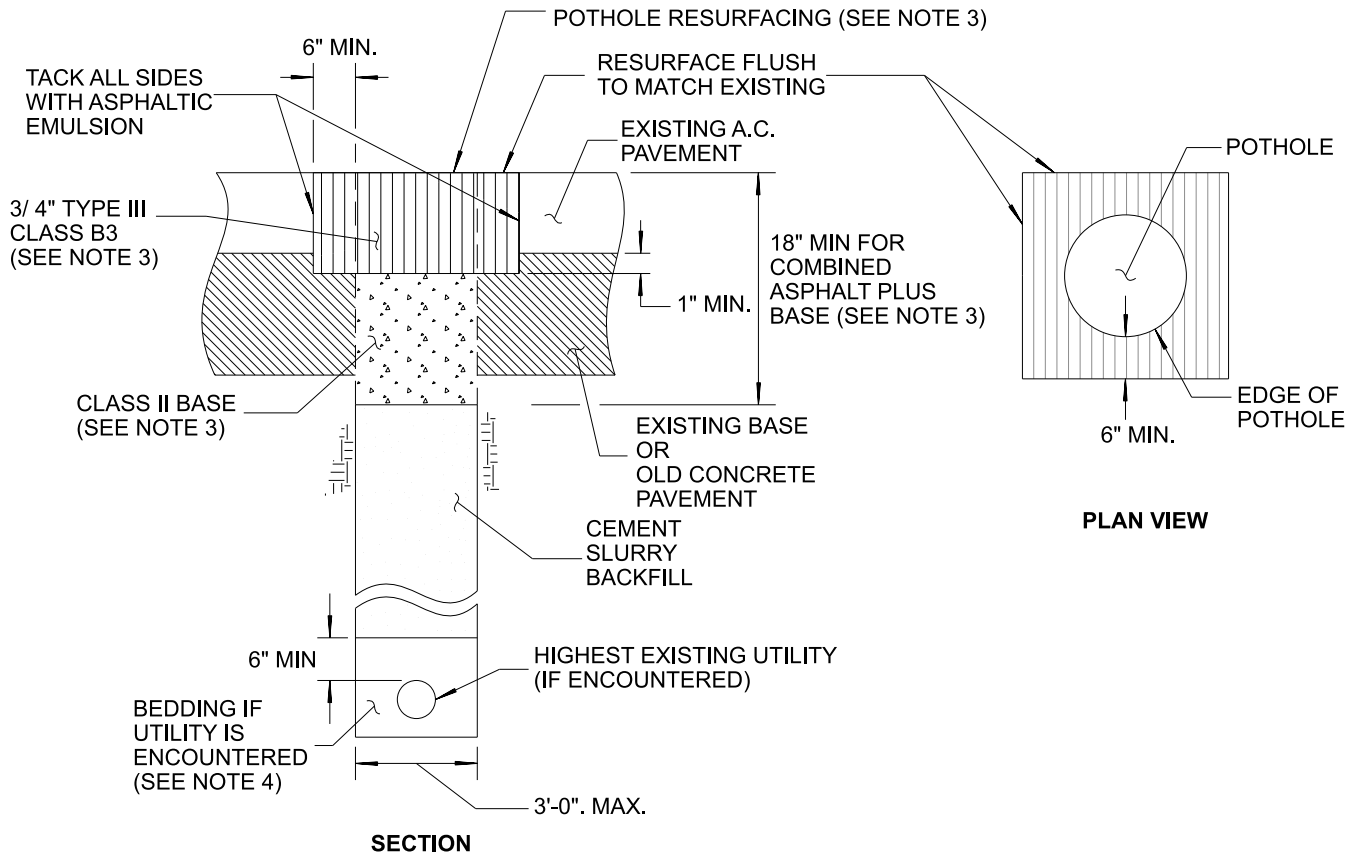
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|-----------|----|---------------|-------|--|---|
| REVISION | BY | APPROVED | DATE | CITY OF SAN DIEGO – STANDARD DRAWING PAVEMENT RESTORATION FOR ASPHALT CONCRETE SURFACED STREETS - MINOR EXCAVATION OPTION C - THREE CONDUITS | RECOMMENDED BY THE CITY OF SAN DIEGO STANDARDS COMMITTEE |
| ORIGINAL | | BAHMANIAN | 0486 | | DRAFT |
| UPDATED | AA | J. NAGELVOORT | 02/16 | | COORDINATOR R.C.E. 81047 DATE |
| UPDATED | LS | M. GIBSON | 05/17 | | SDG-117C |
| REDRAFTED | CD | J. NAGELVOORT | 09/18 | | |
| UPDATED | LS | J. NAGELVOORT | 04/21 | | |
| UPDATED | RC | R. AMEN | 10/23 | | |



NOTES:

1. CEMENT SLURRY BACKFILL SHALL BE THOROUGHLY CONSOLIDATED, HAVE A MAXIMUM SLUMP OF 4 INCHES, AND MAY CONTAIN 30% MAXIMUM 3/8" ROCK.
2. CONCRETE SHALL BE PLACED AND FINISHED IN ACCORDANCE WITH 306-6. CONCRETE MAY BE PLACED IMMEDIATELY FOLLOWING SLURRY BACKFILL
3. CONCRETE TRENCH COVER SHALL BE A MINIMUM OF 5 1/2" THICK IN ALLEY OR LOCAL RESIDENTIAL STREETS AND 7" THICK IN ALL OTHER STREETS. **SEE NOTE #5 IN SDG-108** FOR CONCRETE CLASS OPTIONS AND CURING REQUIREMENTS.
4. EXISTING CONCRETE PAVEMENT WILL REQUIRE SAW CUTTING.
5. FOR ELECTRICAL SUPPLY CABLES, SEE CALIFORNIA PUBLIC UTILITY COMMISSION GENERAL ORDER NO. 128, RULE 33.4 CLEARANCES AND DEPTHS.
6. FOR DRY UTILITIES (ELECTRICAL, COMMUNICATION, GAS, ETC.) **SEE SDG-119**.
7. CONCRETE PAVEMENT RESTORATION SHALL EXTEND BEYOND THE EDGE OF THE TRENCH CUT TO THE NEAREST JOINT (FULL WIDTH OF CONCRETE PANEL, JOINT TO JOINT AROUND THE PERIMETER OF THE EXCAVATION).
 - A. FOR CONCRETE PAVEMENT WITH EXISTING TRENCH CUT PATCHES, CONCRETE PAVEMENT RESTORATION SHALL INCLUDE THE EXISTING TRENCH CUT PATCHES, IF THOSE PATCHES ARE WITHIN 4'-0" OF THE PROPOSED CONCRETE PANEL.
 - B. IF THE TRENCH CUT IS IN ALLEY APRON, CONCRETE RESTORATION SHALL BE TO THE NEAREST JOINT OR REPLACE ENTIRE ALLEY APRON IF NO JOINT. FOR NON-STANDARD ALLEY, INSTALL NEW CONCRETE PAVEMENT AS NEW JOINT CAN BE INSTALLED TO THE EXTEND OF THE RIGHT-OF-WAY.
8. FINAL STREET RESTORATION SHALL BE COMPLETED WITHIN 180 CALENDAR DAYS AFTER COMPLETION OF TRENCH WORK WITHIN A STREET SEGMENT.

| | | | | | | |
|-----------|----|---------------|-------|--------------------------------------|---|----------------|
| REVISION | BY | APPROVED | DATE | CITY OF SAN DIEGO – STANDARD DRAWING | RECOMMENDED BY THE CITY OF SAN DIEGO STANDARDS COMMITTEE | |
| ORIGINAL | | BAHMANIAN | 04/86 | | PAVEMENT RESTORATION FOR CONCRETE SURFACED STREETS AND ALLEYS - MINOR EXCAVATION | DRAFT |
| UPDATED | KA | J. NAGELVOORT | 08/13 | COORDINATOR | | R.C.E. 81047 |
| UPDATED | AB | J. NAGELVOORT | 02/16 | DATE | | |
| REDRAFTED | CD | J. NAGELVOORT | 09/18 | DRAWING | | SDG-118 |
| UPDATED | HE | R. AMEN | 10/23 | NUMBER | | |
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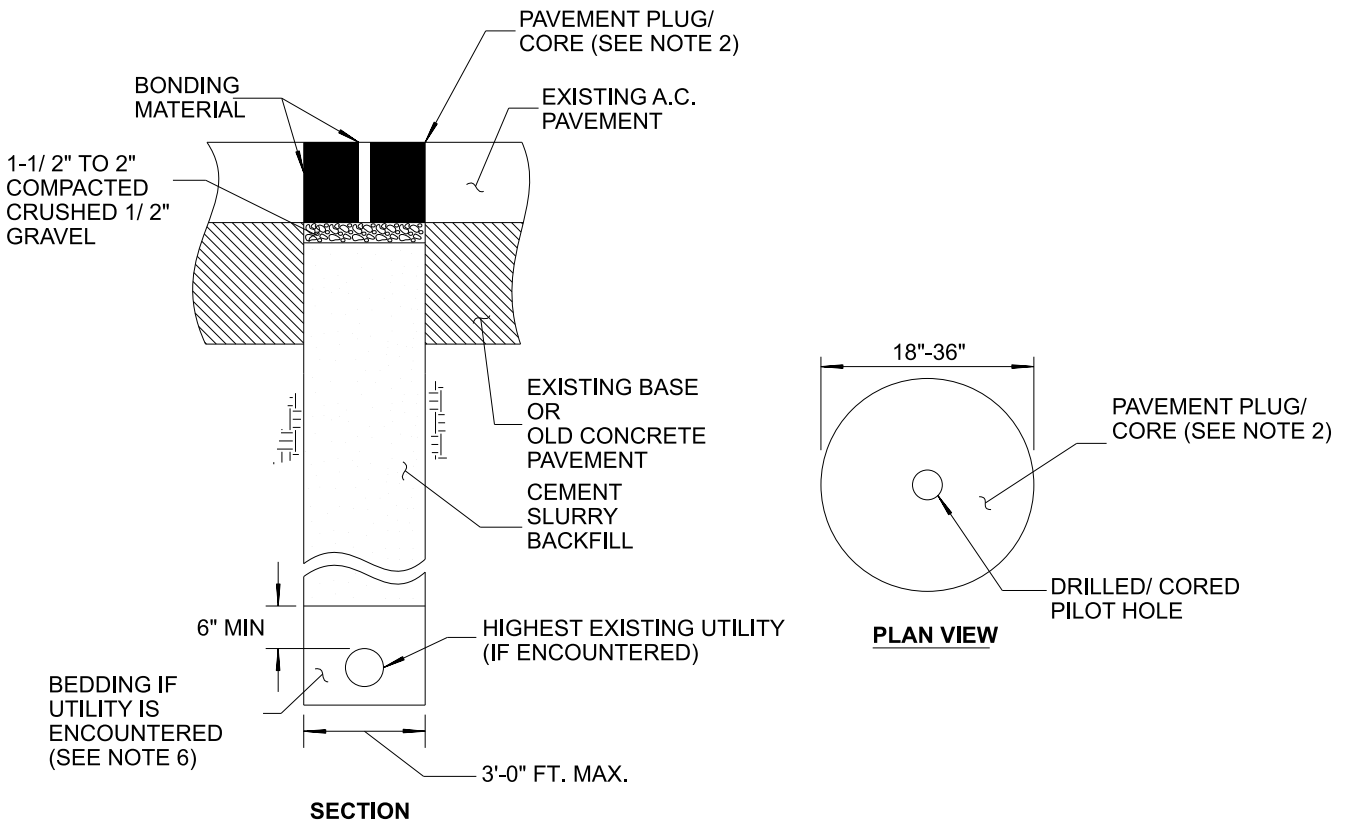


NOTES:

1. CEMENT SLURRY BACKFILL SHALL BE THOROUGHLY CONSOLIDATED, AND HAVE A MAXIMUM SLUMP OF 4 INCHES. FLY ASH MEETING THE REQUIREMENTS OF 201-1.2.5.3 MAY BE ADDED (NOT AS A SUBSTITUTE) TO THE MINIMUM CEMENT REQUIREMENTS. SLURRY COMBINED GRADING SHALL MEET REQUIREMENTS OF 201-1.3.2 GRADING D. CEMENT SLURRY BACKFILL SHALL BE 100-D-100.
2. SLURRY SHALL BE CURED A MINIMUM OF 48 HOURS PRIOR TO PLACEMENT OF CLASS II BASE AND ASPHALT CONCRETE. RESURFACING SHALL BE COMPLETED IN NO MORE THAN 7 DAYS AFTER PLACEMENT OF CEMENT SLURRY.
3. ALL ASPHALT STREET RESURFACING SHALL EXTEND A MINIMUM OF 6 INCHES BEYOND EDGE OF POTHOLE OR EXPLORATORY EXCAVATION, AS SHOWN. ASPHALT THICKNESS TO EQUAL EXISTING AC PAVEMENT PLUS 1 INCH (4 INCHES MINIMUM TO 9 INCHES MAXIMUM). COMBINED ASPHALT PLUS BASE SHALL BE 18 INCHES MINIMUM.
4. IF UTILITY IS ENCOUNTERED, AS LISTED BELOW, PLACE BEDDING A MINIMUM OF 6 INCHES ABOVE UTILITY.
 - A. WATER UTILITY: SE 50 SAND
 - B. SEWER UTILITY: 3/ 8" MAXIMUM AGGREGATE
 - C. DRY UTILITY: SE 50 SAND
5. FOR PCC SURFACED STREETS, **SEE SDG-108** FOR RESURFACING. FOR POTHOLE AND EXPLORATORY EXCAVATION LARGER THAN 3'-0" ON ASPHALT CONCRETE SURFACED STREETS, SEE SDG-107 FOR RESURFACING.
6. POTHOLE OR EXPLORATORY EXCAVATION IN BIKE LANES SHALL BE APPROVED BY THE CITY. IF APPROVED, THE ENTIRE WIDTH OF THE BIKE LANE SHALL BE RESURFACED, AT A MINIMUM LENGTH OF 6 FEET.
7. TEMPORARY RESURFACING IS ALLOWED IF CONSTRUCTION WILL BE PERFORMED WITHIN 60 DAYS AFTER POTHOLING WORK, IF POTHOLE OR EXPLORATORY EXCAVATION IS WITHIN THE NEW TRENCH LIMITS, AND **IF APPROVED BY THE CITY**. MATERIAL FOR TEMPORARY RESURFACING **SHALL BE APPROVED BY THE CITY**. SEE NOTE 3 FOR LIMITS AND DEPTH.
8. PAVEMENT CORES SHALL NOT BE GREATER THAN 3'-0" IN DIAMETER, AND SHALL NOT BE SPACED CLOSER THAN 3 FEET BETWEEN CORES, EDGE TO EDGE.
9. SEE SHEET 2 FOR TYPE B - KEYHOLE METHOD.

SHEET 1 OF 2

| | | | | | |
|----------------|----|---------------|-------|--|---|
| REVISION | BY | APPROVED | DATE | CITY OF SAN DIEGO - STANDARD DRAWING 36" AND SMALLER POTHOLE AND EXPLORATORY EXCAVATION - TYPE A PAVEMENT REPAIR | RECOMMENDED BY THE CITY OF SAN DIEGO STANDARDS COMMITTEE DRAFT COORDINATOR R.C.E. 81047 DATE |
| ORIGINAL | CD | J. NAGELVOORT | 11/17 | | |
| UPDATED | CD | J. NAGELVOORT | 09/18 | | |
| UPDATED | FM | R. AMEN | 09/23 | | |
| | | | | | |
| DRAWING NUMBER | | | | SDG-123 | |



NOTES:

1. PAVEMENT CORE TO BE REINSTATED SHALL BE A MINIMUM OF 4 INCHES THICK AND SHALL NOT CONTAIN JOINTS OR CRACKS WHICH MAY CAUSE IT TO BREAK AND SPALL. OTHERWISE, TYPE "A" PER SHEET 1 SHALL BE USED **AS DIRECTED BY CITY ENGINEER.**
2. CUT, REMOVE, AND REINSTATE PAVEMENT CORE, FLUSH WITH EXISTING PAVEMENT. THE REMOVED PAVEMENT CORE/ PLUG WITH ASPHALT AND CONCRETE BASE SHALL BE UTILIZED AND REINSTALLED IN GOOD CONDITION.
3. BONDING MATERIAL SHALL BE AS SPECIFIED **PER CITY APPROVED MATERIALS LIST.**
4. CEMENT SLURRY BACKFILL SHALL BE THOROUGHLY CONSOLIDATED, AND HAVE A MAXIMUM SLUMP OF 4 INCHES. FLY ASH MEETING THE REQUIREMENTS OF 201-1.2.5.3 MAY BE ADDED (NOT AS A SUBSTITUTE) TO THE MINIMUM CEMENT REQUIREMENTS. SLURRY COMBINED GRADING SHALL MEET REQUIREMENTS OF 201-1.3.2 GRADING D. CEMENT SLURRY BACKFILL SHALL BE 100-D-100.
5. SLURRY SHALL BE CURED A MINIMUM OF 48 HOURS PRIOR TO PLACEMENT OF CLASS II BASE AND ASPHALT CONCRETE. RESURFACING SHALL BE COMPLETED IN NO MORE THAN 7 DAYS AFTER PLACEMENT OF CEMENT SLURRY.
6. IF UTILITY IS ENCOUNTERED, AS LISTED BELOW, PLACE BEDDING A MINIMUM OF 6 INCHES ABOVE UTILITY.
 - A. WATER UTILITY: SE 50 SAND
 - B. SEWER UTILITY: 3/ 8" MAXIMUM AGGREGATE
 - C. DRY UTILITY: SE 50 SAND
7. FOR CONCRETE SURFACED STREETS, **SEE SDG-108** FOR RESURFACING. FOR POTHOLE AND EXPLORATORY EXCAVATION LARGER THAN 3'-0" ON ASPHALT CONCRETE SURFACED STREETS, SEE SDG-107 FOR RESURFACING.
8. POTHOLE OR EXPLORATORY EXCAVATION IN BIKE LANES **SHALL BE APPROVED BY THE CITY.**
9. PAVEMENT CORES SHALL NOT BE GREATER THAN 3'-0" INCHES IN DIAMETER, AND SHALL NOT BE SPACED CLOSER THAN 3 FEET BETWEEN CORES, EDGE TO EDGE.

SHEET 2 OF 2

| | | | | | | |
|----------|----|---------------|-------|--------------------------------------|---|----------------|
| REVISION | BY | APPROVED | DATE | CITY OF SAN DIEGO – STANDARD DRAWING | RECOMMENDED BY THE CITY OF SAN DIEGO STANDARDS COMMITTEE | |
| ORIGINAL | CD | J. NAGELVOORT | 11/17 | | 36" AND SMALLER EXPLORATORY EXCAVATION POTHOLE - TYPE B KEYHOLE METHOD | DRAFT |
| UPDATED | CD | J. NAGELVOORT | 0918 | COORDINATOR R.C.E. 81047 DATE | | |
| UPDATED | FM | R. AMEN | 0923 | DRAWING NUMBER | | SDG-123 |
| | | | | | | |

NOTES:

1. CLEARANCE SEPARATIONS BETWEEN DRY AND WET UTILITIES SHALL BE MAINTAINED PER WATER, SEWER, AND DRAINAGE DESIGN GUIDELINES, VARIANCES WILL REQUIRE DEVIATION FROM STANDARDS.
2. **PERMITTING REQUIREMENTS:** ALL MICROTRENCH PERMITS REQUIRE A DEVELOPMENT SERVICES DEPARTMENT DIGITAL SUBMISSION WITH A GEOSPATIAL ALIGNMENT PER DEVELOPMENT SERVICES DEPARTMENT FORMAT REQUIREMENTS.
3. **CONDUIT ANCHORING:** CONTRACTOR MUST PROVIDE THEIR METHOD OF WEIGHING / ANCHORING DOWN CONDUITS IN THEIR PERMIT. TO PREVENT CONDUITS FROM FLOATING, AND TO MAINTAIN REQUIRED DEPTH FOR TOP OF CONDUIT.
4. **MICROTRENCHING USAGE:** MICROTRENCHING PER SDG-165A AND / OR SDG-165B SHALL BE ON ASPHALT STREETS ONLY. MICROTRENCHING SHALL NOT BE PERMITTED IN OR THROUGH EXISTING CONCRETE PAVED STREETS, PARKWAYS, CURB, GUTTER, CROSS GUTTER, BUS PAD, SIDEWALK, FLOATING CURB EXTENSION, BUS BULB, TRUCK PILLOW, RAISED CROSSWALK, ISLAND, MINI- ROUNDABOUT, OR SIMILAR ELEMENTS. MICROTRENCHING MAY BE PERMITTED, AT THE CITY'S DISCRETION, IN OR THROUGH EXISTING IMPROVEMENTS AND SPECIAL PAVEMENTS (SUCH AS DECORATIVE ASPHALT PAVING, AND PERPENDICULAR TO SPEED BUMPS). EXISTING IMPROVEMENTS AND SPECIAL PAVEMENTS SHALL BE RESTORED IN KIND AS APPROVED BY THE CITY.
5. **DAMAGE TO EXISTING IMPROVEMENTS:** CONNECTION TO SERVICE LATERALS, JUNCTION BOXES, ETC. SHALL BE DONE SUCH THAT EXISTING IMPROVEMENTS ARE NOT DISTURBED, SETTLED, OR DAMAGED. ANY DAMAGE TO EXISTING IMPROVEMENTS BY PARALLEL OR PERPENDICULAR MICROTRENCHING ACTIVITIES SHALL BE RESTORED IN KIND AS APPROVED BY THE CITY. DAMAGE TO CONCRETE CURB, GUTTER, SIDEWALK, AND PAVEMENT SHALL BE REMOVED AND RESTORED IN ACCORDANCE WITH **SDG-156**.
6. **TRENCH CUTS:** CONTRACTOR SHALL MAKE ALL REASONABLE EFFORTS TO ACHIEVE STRAIGHT AND UNIFORM CUTS WITH NEAT EDGES. SELECTION OF CUTTING WHEEL SHALL BE SUCH THAT IT MINIMIZES DAMAGE TO THE ADJACENT AC SURFACE. RADII TRENCH CUTS SHALL HAVE NO MORE THAN 3 CUTS.
7. **MICROTRENCH WIDTH:** MICROTRENCH WIDTH SHALL BE A MINIMUM OF 1 INCH AND A MAXIMUM OF 2 ½ INCHES. TRENCHES WITH WIDTH GREATER THAN 2 ½ INCHES MUST FOLLOW **SDG-117** (NARROW TRENCH RESURFACING FOR ASPHALT CONCRETE SURFACE STREETS), WHICH REQUIRES A DIFFERENT BACKFILL MATERIAL. THE CITY MAY CHANGE THE PERMIT TO **SDG-117** BY AN AS-BUILT CHANGE IF THE TRENCH EXCEEDS 2 ½ INCHES IN CONSTRUCTION.
8. **MICROTRENCH ALIGNMENT OFFSET TO AN ADJACENT MICROTRENCH:** NO MICROTRENCHING SHALL BE LESS THAN 2 FEET FROM ADJACENT MICROTRENCHES (EDGE TO EDGE). THIS MAY REQUIRE THE CONTRACTOR TO POTHOLE TO VERIFY PARALLEL UTILITIES SIZE AND TRENCH WIDTH TO ENSURE PROPER SEPARATION.
9. **CONDUIT PLACEMENT IN TRENCH:** THE TOP OF HIGHEST CONDUIT SHALL BE 12 INCHES MINIMUM FROM TOP OF PAVEMENT OR 4 INCHES FROM BOTTOM OF PAVEMENT SECTION TO INCLUDE ASPHALT, BASE AND CTB, WHICHEVER IS GREATER.
10. **CONDUIT SIZE:** 2 INCH MAXIMUM CONDUIT SIZE SCH 40 PVC OR EQUIVALENT HDPE PER NATIONAL ELECTRICAL CODE.
11. **TRENCH IDENTIFICATION:** INSTALL FOLDED WARNING / IDENTIFICATION TAPE WARNING TAPE **PER SDM-105**. EACH TRENCH SHALL BE IDENTIFIED WITH A CALLOUT ON THE PULLBOX / VAULT / JUNCTION BOX LID WITH THE NAME OF THE OWNER OF THE MICROTRENCH.
12. **MICROTRENCH BACKFILL AND REQUIREMENTS TO OPEN THE STREET TO TRAFFIC:** ALL MICROTRENCHES SHALL BE COMPLETELY BACKFILLED WITH A CEMENT SAND SLURRY 2000 PSI MINIMUM AND 2% CALCIUM CHLORIDE TO FINISH GRADE. THIS IS AN INTERIM CONDITION AND CONTRACTOR SHALL FOLLOW CURING TIME REQUIREMENTS (PER NOTE 14) TO OPEN THE STREET TO TRAFFIC PRIOR TO COMPLETING PAVING REQUIREMENTS FOR FINAL RESTORATION.
13. **SLURRY VOID REDUCTION:** CONTRACTOR SHALL USE A VIBRATOR TO ENSURE SLURRY FILL WITHOUT VOIDS.
14. **SLURRY CURE TIME:** ALLOW A MINIMUM OF THREE HOURS FOR SLURRY TRENCH BACKFILL CURE TIME FOR TRENCHES PARALLEL TO THE STREET BEFORE OPENING TO TRAFFIC.

SEE ADDITIONAL NOTES ON SHEET 2

SHEET 1 OF 4

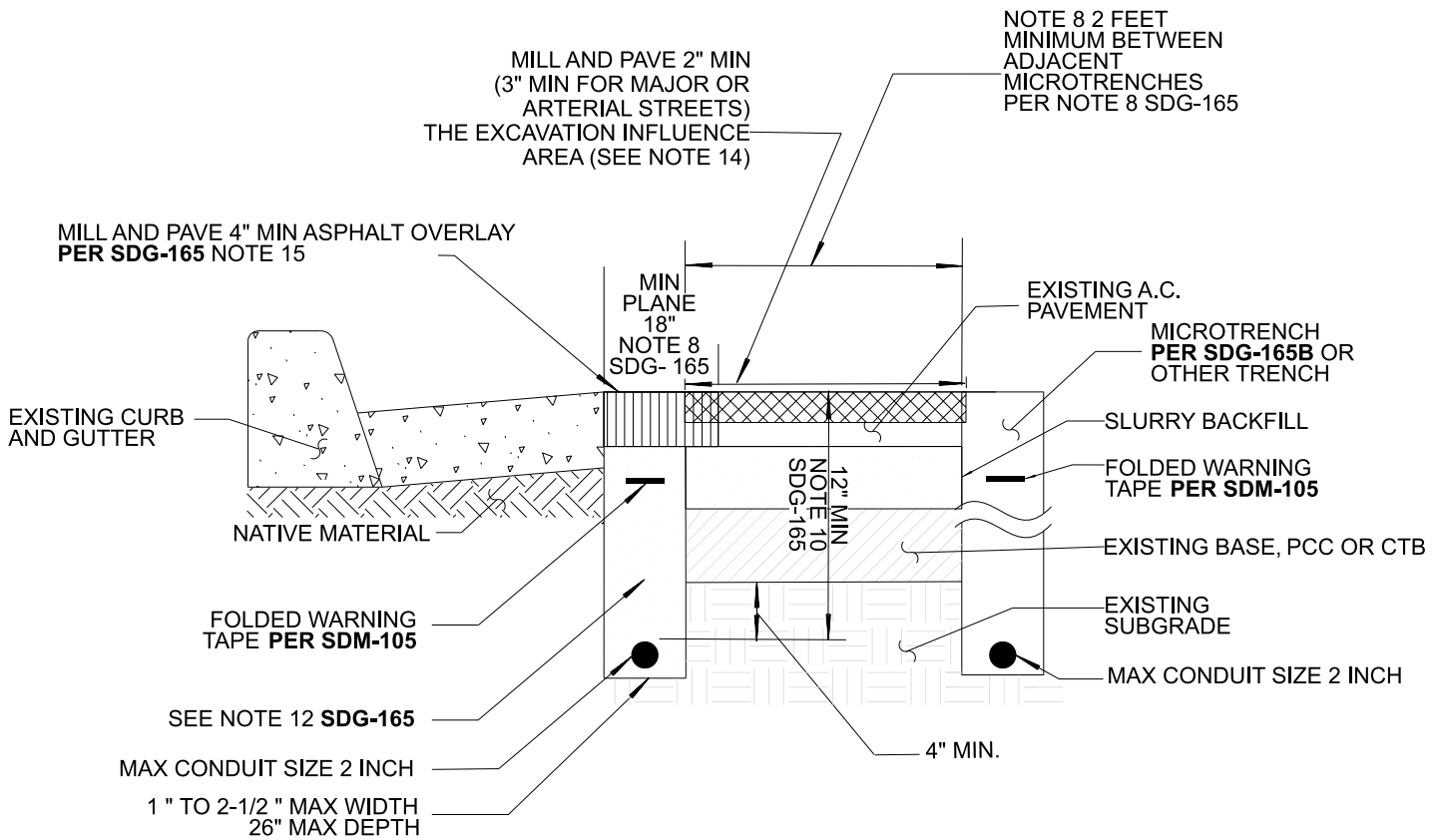
| | | | | | |
|-----------|----|---------------|-------|--|---|
| REVISION | BY | APPROVED | DATE | CITY OF SAN DIEGO – STANDARD DRAWING GENERAL MICROTRENCH NOTES | RECOMMENDED BY THE CITY OF SAN DIEGO STANDARDS COMMITTEE DRAFT _____ COORDINATOR R.C.E. 81047 DATE |
| ORIGINAL | HY | M. GIBSON | 05/17 | | |
| REDRAFTED | CD | J. NAGELVOORT | 09/18 | | |
| UPDATED | RC | R. AMEN | 10/22 | | |
| UPDATED | FM | R. AMEN | 09/23 | | |
| | | | | | DRAWING NUMBER SDG-165 |

NOTES (CONTINUED):

- 15. **FINAL MICROTRENCH RESTORATION:** WITHIN 7 DAYS OF PLACING THE SLURRY BACKFILL TO GRADE, MILL THE SLURRY BACKFILL AND EXISTING PAVEMENT A MINIMUM WIDTH OF 18 INCHES INCLUDING THE EXCAVATION INFLUENCE AREA PER TABLE 1 IN SDG-105 TO A DEPTH OF 4 INCHES AND RESURFACE WITH 1/2 INCH TYPE III CLASS C2 ASPHALT. TACK ALL EDGES OF THE MILLED AREA WITH ASPHALTIC EMULSION.
- 16. **FINAL MICROTRENCH RESTORATION WHEN ADJACENT TO ANOTHER MICROTRENCH:** WHEN RESTORING A MICROTRENCH SEPARATED BY 2 FEET (EDGE TO EDGE) FROM ANY ADJACENT MICROTRENCH THE MICROTRENCH RESTORATION SHALL FOLLOW NOTE 15 FOR TRENCH RESTORATION AND **SDG-107** FOR FULL LIMITS OF THE PERMITTED ALIGNMENT TO MAINTAIN INFLUENCE AREA INTEGRITY.
- 17. **MICROTRENCHING IN BIKE LANES:** FOR THE WORK IN THE BIKE LANE, CONTRACTOR SHALL PROVIDE A POTHOLING PLAN FOR REVIEW WITH THE ENGINEER FOLLOWING PRE-CONSTRUCTION MEETING. THE BIKE LANE SHALL BE FULLY CLOSED AND APPROPRIATE TRAFFIC CONTROL PLAN AND SIGNAGE USED. MICROTRENCHING IN THE BIKE LANE REQUIRES THAT SLURRY BACKFILL BE COMPLETED BEFORE END OF APPROVED WORKDAY WITH CURING TIME PER NOTE 14. RESTORATION TO THE TRENCH SHALL BE PER NOTE 15.
- 18. **FINAL MICROTRENCH RESTORATION IN BIKE LANES:** THE CONTRACTOR SHALL RESTORE FULL WIDTH OF BIKE LANE TO THE FACE OF CURB AND PLACE 2 INCHES MIN OR 3 INCHES MIN (MAJOR OR ARTERIAL STREETS) THICKNESS OF ASPHALT PER **SDG-107**.

SHEET 2 OF 4

| | | | | | |
|-----------|----|---------------|-------|--|---|
| REVISION | BY | APPROVED | DATE | CITY OF SAN DIEGO – STANDARD DRAWING GENERAL MICROTRENCH NOTES | RECOMMENDED BY THE CITY OF SAN DIEGO STANDARDS COMMITTEE DRAFT _____ COORDINATOR R.C.E. 81047 DATE |
| ORIGINAL | HY | M. GIBSON | 05/17 | | |
| REDRAFTED | CD | J. NAGELVOORT | 09/18 | | |
| UPDATED | RC | R. AMEN | 10/22 | | |
| UPDATED | FM | R. AMEN | 09/23 | | |
| | | | | | DRAWING NUMBER SDG-165 |



LEGEND ON PLANS:

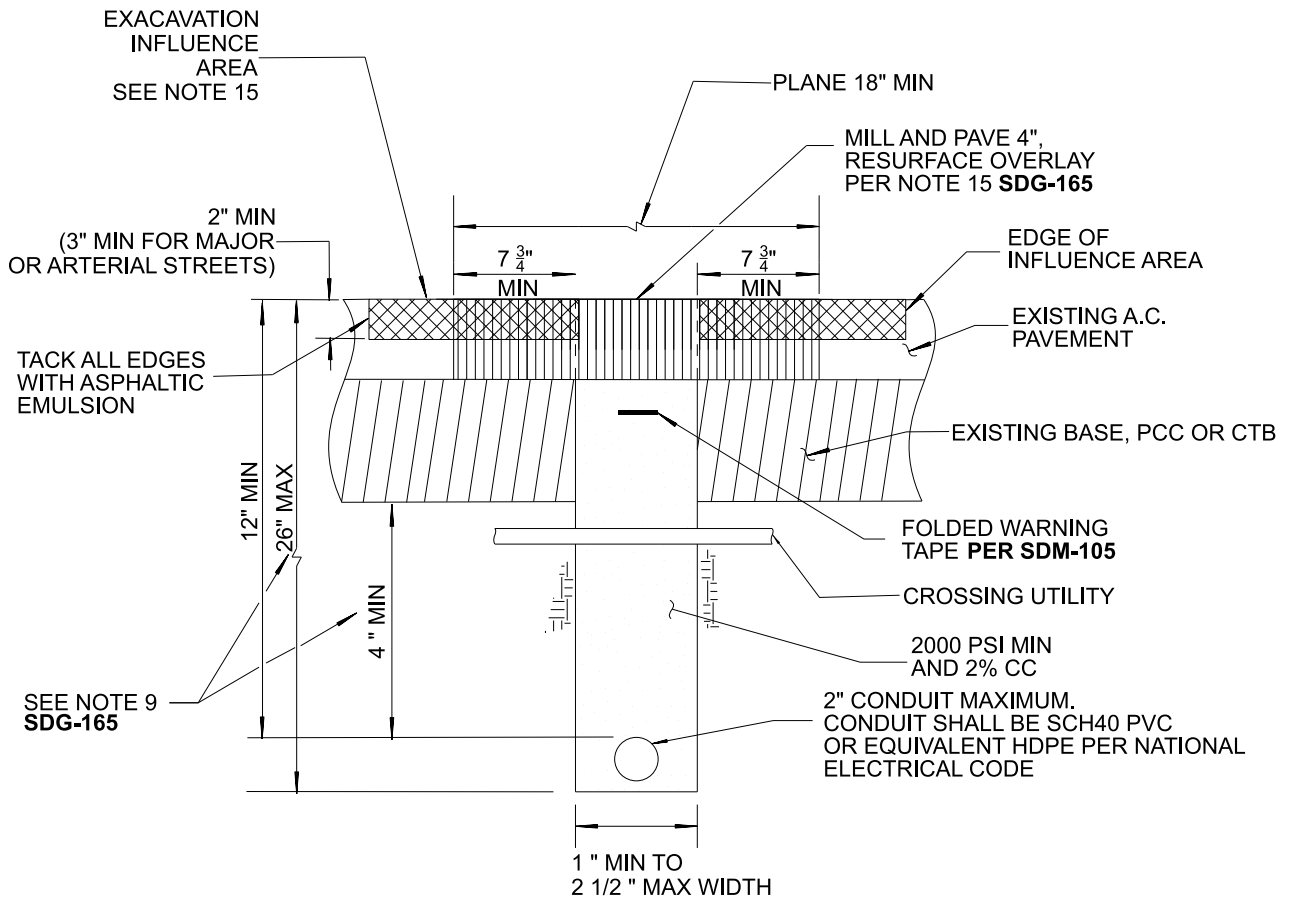
— MTC — MICROTRENCH CONDUIT (MTC)

NOTES:

1. APPLICABLE WHERE CONCRETE GUTTER IS VISIBLE OR EXPOSED.
2. SHALL NOT BE APPLICABLE AT STREET INTERSECTIONS OR ALONG MEDIAN CURBS.
3. TRENCH LOCATION SHALL BE AT THE EDGE OF CURB.

SHEET 3 OF 4

| | | | | | | |
|-----------|----|---------------|-------|---|--|-------------------------------|
| REVISION | BY | APPROVED | DATE | CITY OF SAN DIEGO – STANDARD DRAWING | RECOMMENDED BY THE CITY OF SAN DIEGO STANDARDS COMMITTEE | |
| ORIGINAL | HY | M. GIBSON | 05/17 | | | |
| REDRAFTED | CD | J. NAGELVOORT | 09/18 | MICROTRENCH FOR DRY UTILITIES AT EDGE OF CURB AND GUTTER | DRAFT | |
| UPDATED | ED | R. AMEN | 10/22 | | | COORDINATOR R.C.E. 81047 DATE |
| UPDATED | FM | R. AMEN | 09/23 | | DRAWING NUMBER | SDG-165A |
| | | | | | | |



NOTES:

1. SHALL APPLY TO ALL MICROTRENCHING AT STREET INTERSECTIONS.
2. TRENCH LOCATION SHALL BE AT LEAST 9 INCHES FROM LIP OF GUTTER.
3. TRENCH SHALL BE AT LEAST 12 INCHES FROM ANY EXISTING CONCRETE STRUCTURE.

SHEET 4 OF 4

| REVISION | BY | APPROVED | DATE | CITY OF SAN DIEGO – STANDARD DRAWING | RECOMMENDED BY THE CITY OF SAN DIEGO STANDARDS COMMITTEE |
|--|----|---------------|-------|--------------------------------------|--|
| ORIGINAL | HY | M. GIBSON | 05/17 | | |
| REDRAFTED | CD | J. NAGELVOORT | 0918 | | |
| UPDATED | RC | R. AMEN | 1022 | | |
| UPDATED | FM | R. AMEN | 0923 | | |
| MICROTRENCH FOR DRY UTILITIES AWAY FROM EDGE OF CURB AND GUTTER | | | | DRAFT | COORDINATOR R.C.E. 81047 DATE |
| | | | | DRAWING NUMBER | SDG-165B |

ATTACHMENT F

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

ATTACHMENT F

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

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

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

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

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

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

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

- (4) Upon request by CARB, Contractor must immediately disclose to CARB the name and contact information of each responsible party for all vehicles subject to this regulation operating at the job site or for Contractor.
- (5) Contractor shall prominently display signage for any project where vehicles subject to this Off-Road Regulation will operate for 8 calendar days or more. The signage must be posted by the eighth calendar day from which the first vehicle operates. The signage will be in lettering larger than size 14-point type and displayed in a conspicuous place where notices to employees are customarily posted at the job site or where there is employee foot traffic. If one of the above locations is also viewable by the public, it should be posted at that location. An exemption to this posting requirement is permitted if the operational time of a project is 7 calendar days or less. The signage must include the following language, verbatim:
- (A) Who does the In-Use Off-Road Regulation Apply to?
- The In-Use Off-Road Diesel-Fueled Fleets Regulation (Off-Road Regulation) applies to all self-propelled off-road diesel vehicles 25 horsepower or greater and most two-engine vehicles (except on-road two-engine sweepers) owned or operated in California. This includes vehicles that are rented or leased (rental or leased fleets)."
- (B) "In-Use Off-Road Regulation Requirements
- Idling Limit: Vehicles cannot idle longer than five minutes. There are exceptions for vehicles that need to idle to perform work.
- Labeling: Vehicles must be labeled with a CARB assigned equipment identification number (EIN). The EIN shall be white on a red background, unless the vehicle is part of a captive attainment area fleet, in which case the EIN shall be white on a green background.
- The EIN shall be located in clear view on both sides of the outside of the vehicle."

ATTACHMENT G
CONTRACT AGREEMENT

ATTACHMENT G
CONTRACT AGREEMENT

CONSTRUCTION CONTRACT

This contract is made and entered into between THE CITY OF SAN DIEGO, a municipal corporation, herein called "City", and A.B. Hashmi, Inc., herein called "Contractor" for construction of **Torrey Pines Road Pedestrian Hybrid Beacon**; Bid No. **L-24-2250-DBB-2**; in the total amount of **Six Hundred Fifty-Five Thousand Eight-Hundred Fifty-Eight Dollars and Zero Cents (\$655,858.00)**, which is comprised of the Base Bid.

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

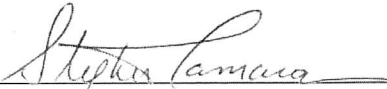
1. The following are incorporated into this contract as though fully set forth herein:
 - (a) The attached Faithful Performance and Payment Bonds.
 - (b) The attached Proposal included in the Bid documents by the Contractor.
 - (c) Reference Standards listed in the Instruction to Bidders and the Supplementary Special Provisions (SSP).
 - (d) That certain documents entitled **Torrey Pines Road Pedestrian Hybrid Beacon**, on file in the office of the Purchasing & Contracting Department as Document No. **B-20146**, as well as all matters referenced therein.
2. The Contractor shall perform and be bound by all the terms and conditions of this contract and in strict conformity therewith shall perform and complete in a good and workmanlike manner **Torrey Pines Road Pedestrian Hybrid Beacon**, Bid Number **L-24-2250-DBB-2**, San Diego, California.
3. For such performances, the City shall pay to Contractor the amounts set forth at the times and in the manner and with such additions or deductions as are provided for in this contract, and the Contractor shall accept such payment in full satisfaction of all claims incident to such performances.
4. No claim or suit whatsoever shall be made or brought by Contractor against any officer, agent, or employee of the City for or on account of anything done or omitted to be done in connection with this contract, nor shall any such officer, agent, or employee be liable hereunder.
5. This contract is effective as of the date that the Mayor or designee signs the agreement and is approved by the City Attorney in accordance with San Diego Charter Section 40.

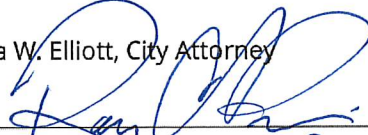
CONTRACT AGREEMENT (continued)

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

THE CITY OF SAN DIEGO

APPROVED AS TO FORM

By 

Mara W. Elliott, City Attorney
By 

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

Print Name: 
Deputy City Attorney

Date: 5/6/2024

Date: 5/7/24

CONTRACTOR

By 

Print Name: Ahmad Hashmi

Title: CEO

Date: 4/4/2024

City of San Diego License No.: B2003008479

State Contractor's License No.: 798383

DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) REGISTRATION NUMBER: 1000002125

CERTIFICATIONS AND FORMS

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

BIDDER'S GENERAL INFORMATION

To the City of San Diego:

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

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

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

State of California

County of San Diego

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

CONTRACTOR CERTIFICATION

DRUG-FREE WORKPLACE

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

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

CONTRACTOR CERTIFICATION

AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE CERTIFICATION

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

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

CONTRACTOR CERTIFICATION

CONTRACTOR STANDARDS – PLEDGE OF COMPLIANCE

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

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

CONTRACTOR CERTIFICATION

EQUAL BENEFITS ORDINANCE CERTIFICATION

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

CONTRACTOR CERTIFICATION

EQUAL PAY ORDINANCE CERTIFICATION

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

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

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

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

CONTRACTOR CERTIFICATION

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

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

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

CONTRACTOR CERTIFICATION

PRODUCT ENDORSEMENT

I declare under penalty of perjury that I acknowledge and agree to comply with the provisions of City of San Diego Administrative Regulation 95.65, concerning product endorsement. Any advertisement identifying or referring to the City as the user of a product or service requires the prior written approval of the City.

AFFIDAVIT OF DISPOSAL

(To be submitted upon completion of Construction pursuant to the contracts Certificate of Completion)

WHEREAS, on the _____ DAY OF _____, 2____ the undersigned entered into and executed a contract with the City of San Diego, a municipal corporation, for:

Torrey Pines Road Pedestrian Hybrid Beacon

(Project Title)

as particularly described in said contract and identified as Bid No. **L-24-2250-DBB-2**; SAP No. (WBS) **B-20146**; and **WHEREAS**, the specification of said contract requires the Contractor to affirm that "all brush, trash, debris, and surplus materials resulting from this project have been disposed of in a legal manner"; and **WHEREAS**, said contract has been completed and all surplus materials disposed of:

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

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

Dated this _____ DAY OF _____, _____.

By: _____
Contractor

ATTEST:

State of _____ County of _____

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

Notary Public in and for said County and State

COMPANY LETTERHEAD

CERTIFICATE OF COMPLIANCE

Materials and Workmanship Compliance

For Contract or Task _____

I certify that the material listed below complies with the materials and workmanship requirements of the Caltrans Contract Plans, Special Provisions, Standard Specifications, and Standard Plans for the contract listed above.

I also certify that I am an official representative for _____, the manufacturer of the material listed above. Furthermore, I certify that where California test methods, physical or chemical test requirements are part of the specifications, that the manufacturer has performed the necessary quality control to substantiate this certification.

Material Description:

| |
|-------------------------------------|
| Manufacturer: _____ |
| Model: _____ |
| Serial Number (if applicable) _____ |
| Quantity to be supplied: _____ |
| Remarks: _____ |

Signed by: _____

Printed Name: _____

Title: _____

Company: _____

Date: _____

City of San Diego

Engineering & Capital Projects Department, CMFE Division

NOTICE OF MATERIALS TO BE USED

To: _____
Resident Engineer

Date: _____, 20____

You are hereby notified that the materials required for use under Contract No. _____
for construction of _____

in the City of San Diego, will be obtained from sources herein designated.

| CONTRACT ITEM NO. (Bid Item) | KIND OF MATERIAL (Category) | NAME AND ADDRESS WHERE MATERIAL CAN BE INSPECTED (At Source) |
|---|--|---|
| | | |
| | | |
| | | |
| | | |

It is requested that you arrange for a sampling, testing, and inspection of the materials prior to delivery, in accordance with Section 4 - CONTROL OF MATERIALS of the WHITEBOOK, where it is practicable, and in accordance with your policy. It is understood that source inspection does not relieve the Contractor of full responsibility for incorporating in the work, materials that comply in all respects with the contract plans and specifications, nor does it preclude subsequent rejection of materials found to be undesirable or unsuitable.

Distribution:

Supplier

Signature of Supplier

Address

LIST OF SUBCONTRACTORS

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

In accordance with the requirements of the "Subletting and Subcontracting Fair Practices Act", Section 4100, of the California Public Contract Code (PCC), the Bidder is to list below the name, address and license number of each Subcontractor who will perform work, labor, render services or specially fabricate and install a portion [type] of the work or improvement, in an amount of or in excess of 0.5% of the Contractor's total Bid. Failure to comply with this requirement may result in the Bid being rejected as non-responsive. The Contractor is to list only one Subcontractor for each portion of the Work. The Bidder's attention is directed to the Special Provisions – General; Paragraph 2-3 Subcontracts, which stipulates the percentage of the Work to be performed with the Bidder's own forces. The Bidder is to also list all SLBE, ELBE, DBE, DVBE, MBE, WBE, OBE, SDB, WoSB, HUBZone, and SDVOSB Subcontractors for which the Bidders are seeking recognition towards achieving any mandatory, voluntary, or both subcontracting participation percentages.

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

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

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

NAMED EQUIPMENT/MATERIAL SUPPLIER LIST

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

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

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

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

ELECTRONICALLY SUBMITTED FORMS

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

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

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

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

BID BOND

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

KNOW ALL MEN BY THESE PRESENTS,

That A B Hashmi, Inc. as Principal,
and Old Republic Surety Company as Surety, are held
and firmly bound unto The City of San Diego hereinafter called "OWNER," in the sum
of **10% OF THE TOTAL BID AMOUNT** for the payment of which sum, well and truly to be made, we
bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally,
firmly by these presents.

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

Torrey Pines Road Pedestrian Hybrid Beacon; Bid Date: March 19, 2024

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

SIGNED AND SEALED, this 11th day of March, 2024

A B Hashmi, Inc. (SEAL)
(Principal)

Old Republic Surety Company (SEAL)
(Surety)

By: 
(Signature)

By: 
(Signature)
Kim Truong, Attorney-in-Fact

(SEAL AND NOTARIAL ACKNOWLEDGEMENT OF SURETY)

ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

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

State of California }

County of San Diego }

On March 11, 2024 before me, Audrey Rodriguez, Notary Public,
(Here insert name and title of the officer)

personally appeared Kim Truong,
 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.

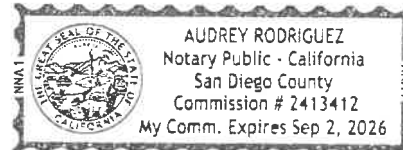
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Audrey Rodriguez

 Notary Public Signature

(Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

CAPACITY CLAIMED BY THE SIGNER

- Individual (s)
 Corporate Officer

(Title)
 Partner(s)
 Attorney-in-Fact
 Trustee(s)
 Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.



OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

Michael W Thomas, Audrey Rodriguez, Kim Truong of San Diego, CA

its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 27th day of July, 2023


Assistant Secretary



OLD REPUBLIC SURETY COMPANY


President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 27th day of July, 2023, personally came before me, Alan Pavlic and Karen J Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.




Notary Public

My Commission Expires: September 28, 2026

(Expiration of notary's commission does not invalidate this instrument)

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

74 0051



Signed and sealed at the City of Brookfield, WI this 11th day of March, 2024


Assistant Secretary

ORSC 22262 (3-06)

CONTRACTOR'S CERTIFICATION OF PENDING ACTIONS

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

CHECK ONE BOX ONLY.

- The undersigned certifies that within the past 10 years the Bidder has NOT been the subject of a complaint or pending action in a legal administrative proceeding alleging that Bidder discriminated against its employees, subcontractors, vendors or suppliers.

- The undersigned certifies that within the past 10 years the Bidder has been the subject of a complaint or pending action in a legal administrative proceeding alleging that Bidder discriminated against its employees, subcontractors, vendors or suppliers. A description of the status or resolution of that complaint, including any remedial action taken and the applicable dates is as follows:

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

Contractor Name: A. B. Hashmi, Inc.

Certified By Ahmad Hashmi Title CEO

Name



Signature

Date 3/19/2024

USE ADDITIONAL FORMS AS NECESSARY

Mandatory Disclosure of Business Interests Form

BIDDER/PROPOSER INFORMATION

| | | | |
|------------------------------|-------------|--------------|--------------|
| Legal Name | | DBA | |
| A. B. Hashmi, Inc. | | | |
| Street Address | City | State | Zip |
| 13066 Deer Canyon Court | San Diego | California | 92131 |
| Contact Person, Title | | Phone | Fax |
| Ahmad Hashmi - CEO | | 760-672-8059 | 858-433-7215 |

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

* The precise nature of the interest includes:

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

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

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

| | |
|------------------------------------|---|
| Name | Title/Position |
| Ahmad Hashmi | CEO & Secretary |
| City and State of Residence | Employer (if different than Bidder/Proposer) |
| San Diego, California | |
| Interest in the transaction | |
| Company officer | |

| | |
|------------------------------------|---|
| Name | Title/Position |
| Nazia Hashmi | CFO |
| City and State of Residence | Employer (if different than Bidder/Proposer) |
| San Diego, California | |
| Interest in the transaction | |
| Company officer | |

* Use Additional Pages if Necessary *

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

| | | |
|--------------------|---|-----------|
| Ahmad Hashmi - CEO |  | 3/19/2024 |
| Print Name, Title | Signature | Date |

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

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

TO BE COMPLETED BY BIDDER

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

Names of the Principal individual owner(s)

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

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

SUBCONTRACTOR SUPPLIER MANUFACTURER

| NAME | TITLE |
|--|-------------------|
| Payco Specialties Inc | Rebecca Llewellyn |
| 120 N Second Ave Chula Vista, CA 91910 | President |
| 619-422-9204 | |
| | |

SUBCONTRACTOR SUPPLIER MANUFACTURER

| NAME | TITLE |
|------|-------|
| | |
| | |
| | |
| | |

SUBCONTRACTOR SUPPLIER MANUFACTURER

| NAME | TITLE |
|------|-------|
| | |
| | |
| | |
| | |

SUBCONTRACTOR SUPPLIER MANUFACTURER

| NAME | TITLE |
|------|-------|
| | |
| | |
| | |
| | |

Contractor Name: A. B. HASIMI

Certified By Altman HASIMI Title CEO

Name

  Date 3/19/24

Signature

USE ADDITIONAL FORMS AS NECESSARY*

DEBARMENT AND SUSPENSION CERTIFICATION
SUBCONTRACTORS, SUPPLIERS AND MANUFACTURERS
TO BE COMPLETED BY BIDDER

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

Names of the Principal individual owner(s)

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

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

SUBCONTRACTOR SUPPLIER MANUFACTURER

| NAME | TITLE |
|------------|-----------------------------|
| FOOD PERAY | PRESIDENT PERAY ELECTRIC |
| | |
| | |

SUBCONTRACTOR SUPPLIER MANUFACTURER

| NAME | TITLE |
|------|-------|
| | |
| | |
| | |

SUBCONTRACTOR SUPPLIER MANUFACTURER

| NAME | TITLE |
|------|-------|
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| | |

SUBCONTRACTOR SUPPLIER MANUFACTURER

| NAME | TITLE |
|------|-------|
| | |
| | |
| | |

Contractor Name: A.B HASIMI, INC

Certified By AHMAD HASIMI Title CEO

Name

 Date 3/19/24

Signature

USE ADDITIONAL FORMS AS NECESSARY*

DEBARMENT AND SUSPENSION CERTIFICATION
SUBCONTRACTORS, SUPPLIERS AND MANUFACTURERS
TO BE COMPLETED BY BIDDER

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

Names of the Principal individual owner(s)

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

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

SUBCONTRACTOR SUPPLIER MANUFACTURER

| NAME | TITLE |
|--------------|-----------|
| Robert Perez | President |
| | |
| | |

SUBCONTRACTOR SUPPLIER MANUFACTURER

| NAME | TITLE |
|------|-------|
| | |
| | |
| | |

SUBCONTRACTOR SUPPLIER MANUFACTURER

| NAME | TITLE |
|------|-------|
| | |
| | |
| | |

SUBCONTRACTOR SUPPLIER MANUFACTURER

| NAME | TITLE |
|------|-------|
| | |
| | |
| | |

Contractor Name: RAP Engineering, LLC.

Certified By Tamara Villegas Title Office Manager

Name

Tamara Villegas

Signature

Title Office Manager

Date 3/19/2024

USE ADDITIONAL FORMS AS NECESSARY*

Bid Results

Bidder Details

Vendor Name A. B. Hashmi, Inc.
Address 13066 Deer Canyon Court
San Diego, California 92131
United States
Respondee Ahmad Hashmi
Respondee Title CEO
Phone 760-672-8059
Email ahmad@abhashmi.com
Vendor Type CADIR, ELBE, DBE
License # 798383
CADIR 1000002125

Bid Detail

Bid Format Electronic
Submitted 03/19/2024 1:52 PM (PDT)
Delivery Method
Bid Responsive
Bid Status Submitted
Confirmation # 369251

Respondee Comment

Buyer Comment

Attachments

| File Title | File Name | File Type |
|---------------------------------------|---------------------------------------|---|
| PendingActionsCertification (2).pdf | PendingActionsCertification (2).pdf | Contractor's Certification of Pending Actions |
| BusinessInterestsDisclosureForm.pdf | BusinessInterestsDisclosureForm.pdf | Mandatory Disclosure of Business Interests Form |
| PrimeDebarment&SuspensionCert (2).pdf | PrimeDebarment&SuspensionCert (2).pdf | Prime Contractor - Debarment and Suspension |
| SKM_C45824031912220.pdf | SKM_C45824031912220.pdf | Subcontractor - Debarment and Suspension |
| BidBond (4).pdf | BidBond (4).pdf | Bid Bond |

Subcontractors

Showing 3 Subcontractors

| Name & Address | Desc | License Num | CADIR | Amount | Type |
|---|----------------------|-------------|------------|--------------|-----------------------------------|
| *Perry Electric P.O. Box 710130 Santee, California 92072 | Traffic signal work | 747931 | 100012332 | \$166,375.00 | Local |
| RAP Engineering, Inc. 503 E. Mission Road San Marcos, California 92069 | Asphalt grind & pave | 1100708 | 1000002968 | \$40,375.00 | DBE, MBE, CADIR, MALE, LAT, Local |
| payco specialties, inc 120 North Second Avenue Chula Vista, California 91910 | Pavement marking | 298637 | 1000003515 | \$38,307.00 | WBE, MBE, DBE, Local |

Line Items

Discount Terms No Discount

| Item # | Item Code | Type | Item Description | UOM | QTY | Unit Price | Line Total | Response | Comment |
|--------|-----------|------|--|-----|------|--------------|---------------------|----------|---------|
| | | | | | | | Main Bid | | |
| | | | | | | | \$655,858.00 | | |
| 1 | 524126 | | Bonds (Payment and Performance) | LS | 1 | \$12,500.00 | \$12,500.00 | Yes | |
| 2 | 238210 | | Install Traffic Sign On Post | EA | 6 | \$1,000.00 | \$6,000.00 | Yes | |
| 3 | 238210 | | Mobilization | LS | 1 | \$5,000.00 | \$5,000.00 | Yes | |
| 4 | | | Field Orders (EOC Type II) | AL | 1 | \$25,200.00 | \$25,200.00 | Yes | |
| 5 | 238910 | | Clearing and Grubbing | LS | 1 | \$30,000.00 | \$30,000.00 | Yes | |
| 6 | 237310 | | Asphalt Concrete Overlay (3 Inch) | TON | 164 | \$300.00 | \$49,200.00 | Yes | |
| 7 | 237310 | | Cold Milling (3 Inch) | SF | 8609 | \$2.00 | \$17,218.00 | Yes | |
| 8 | 237310 | | Remove and Replace Existing Sidewalk | SF | 659 | \$20.00 | \$13,180.00 | Yes | |
| 9 | 237310 | | Curb and Gutter 6 Inch Curb, Type G | LF | 194 | \$80.00 | \$15,520.00 | Yes | |
| 10 | 237310 | | Retaining Curb (6 Inch) | LF | 101 | \$30.00 | \$3,030.00 | Yes | |
| 11 | 237310 | | Curb Ramp (Type B) with Stainless Steel Detectable Warning Tiles | EA | 2 | \$5,000.00 | \$10,000.00 | Yes | |
| 12 | 237310 | | Curb Ramp (Type C2) with Stainless Steel Detectable Warning Tiles | EA | 1 | \$5,000.00 | \$5,000.00 | Yes | |
| 13 | 237310 | | Curb Ramp (Type C1) with Stainless Steel Detectable Warning Tiles | EA | 1 | \$5,000.00 | \$5,000.00 | Yes | |
| 14 | 237310 | | Additional Sidewalk | SF | 932 | \$15.00 | \$13,980.00 | Yes | |
| 15 | 237310 | | Removal and Replacement of Existing Paint Striping | LS | 1 | \$40,000.00 | \$40,000.00 | Yes | |
| 16 | 238210 | | 3-inch PVC Conduit in AC Pavement Per City Standards | LF | 983 | \$125.00 | \$122,875.00 | Yes | |
| 17 | 238210 | | 3-inch PVC Conduit Per SDG&E Standards | LF | 7 | \$375.00 | \$2,625.00 | Yes | |
| 18 | 238210 | | Two 3-inch PVC Conduit in Same Trench Per City Standards | LF | 85 | \$150.00 | \$12,750.00 | Yes | |
| 19 | 238210 | | #3 Pull Box | EA | 2 | \$2,640.00 | \$5,280.00 | Yes | |
| 20 | 238210 | | #5 Pull Box | EA | 8 | \$2,100.00 | \$16,800.00 | Yes | |
| 21 | 238210 | | #6 Pull Box | EA | 2 | \$2,500.00 | \$5,000.00 | Yes | |
| 22 | 238210 | | Type 332L Cabinet and Foundation with 2070LX Controller Assembly uploaded with Q-Free MAXTIME Software | EA | 1 | \$41,500.00 | \$41,500.00 | Yes | |
| 23 | 238210 | | Type III-BF Meter Pedestal and Foundation | EA | 1 | \$10,000.00 | \$10,000.00 | Yes | |
| 24 | 238210 | | SDG&E Service Orders | LS | 1 | \$12,000.00 | \$12,000.00 | Yes | |
| 25 | 238210 | | Remove and Salvage of existing RRFB | EA | 3 | \$1,800.00 | \$5,400.00 | Yes | |
| 26 | 237310 | | Traffic Detector Loop and Appurtenance Reaplacement (Type Q) | EA | 2 | \$800.00 | \$1,600.00 | Yes | |
| 27 | 237310 | | Traffic Detector Loop and Appurtenance Reaplacement (Type E) | EA | 4 | \$800.00 | \$3,200.00 | Yes | |
| 28 | 238210 | | HAWK Signal with Lighting System | EA | 1 | \$125,000.00 | \$125,000.00 | Yes | |
| 29 | 237310 | | Traffic Control | LS | 1 | \$30,000.00 | \$30,000.00 | Yes | |
| 30 | 541330 | | WPCP Development | LS | 1 | \$1,000.00 | \$1,000.00 | Yes | |
| 31 | 237310 | | WPCP Implementation | LS | 1 | \$10,000.00 | \$10,000.00 | Yes | |

Line Item Subtotals

| Section Title | Line Total |
|---------------|--------------|
| Main Bid | \$655,858.00 |
| Grand Total | \$655,858.00 |

SUBCONTRACTOR LISTING (OTHER THAN FIRST TIER)

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

Prime Contractor Name: A. B. Hashmi, Inc.

| NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR | CONSTRUCTOR OR DESIGNER | DIR REGISTRATION NUMBER | SUBCONTRACTOR LICENSE NUMBER | TYPE OF WORK |
|--|-------------------------|-------------------------|------------------------------|--------------------|
| Name: <u>Payco Specialties</u> Address: <u>120 North Second Ave</u> City: <u>Chula Vista</u> State: <u>California</u> Zip: <u>91910</u> Phone: <u>619-422-9204</u> Email: <u>jeremy@payco.biz</u> | Constructor | 1000003515 | 298637 | Pavement marking |
| Name: <u>RAP Engineering</u> Address: <u>503 E. Mission Rd</u> City: <u>San Marcos</u> State: <u>California</u> Zip: <u>92069</u> Phone: <u>760-233-2980</u> Email: <u>swhitlock@rapenginc.com</u> | CONSTRUCTOR | 1001014442 | 1100708 | ASPHALT PAVING. |
| Name: <u>Perry Electric</u> Address: <u>P O Box 710130</u> City: <u>Santee</u> State: <u>California</u> Zip: <u>92072</u> Phone: <u>619-449-0045</u> Email: <u>dferguson@peryelectricsd.com</u> | CONSTRUCTOR | 1000012332 | 747931 | ELECTRICAL |
| Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____ | | | | |

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