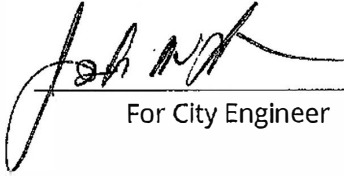




**ENGINEER OF WORK**

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

  
\_\_\_\_\_  
For City Engineer

11/14/2023  
Date

Seal:



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## REQUIRED DOCUMENTS SCHEDULE DURING BIDDING AND AWARDING

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

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

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

ITEM	DOCUMENT TO BE SUBMITTED	WHEN DUE	FROM
1.	Bid Bond (PDF via PlanetBids)	At Time of Bid	ALL BIDDERS
2.	Contractors Certification of Pending Actions	At Time of Bid	ALL BIDDERS
3.	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 5PM 1 working day after bid opening	ALL BIDDERS
7.	SLBE Good Faith Effort Documentation	By 5 PM 3 working days after bid opening	ALL BIDDERS
8.	Form AA60 – List of Work Made Available	By 5 PM 3 working days after bid opening with Good Faith Effort (GFE) documentation	ALL BIDDERS
9.	If the Contractor is a Joint Venture: <ul style="list-style-type: none"> <li>• Joint Venture Agreement</li> <li>• Joint Venture License</li> </ul>	Within 10 working days of receipt by bidder of contract forms	AWARDED BIDDER
10.	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
11.	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 **SLURRY SEAL GROUP 2423**. For additional information refer to Attachment A.
2. **FULL AND OPEN COMPETITION:** This solicitation is subject to full and open competition and may be bid by Contractors on the City's approved Prequalified Contractors List. For information regarding the Contractors Prequalified list visit the City's web site: <http://www.sandiego.gov>.
3. **ESTIMATED CONSTRUCTION COST:** The City's estimated construction cost for this project is **\$5,590,000**.
4. **BID DUE DATE AND TIME ARE: JANUARY 11, 2024 at 2:00 PM.**
5. **PREVAILING WAGE RATES APPLY TO THIS CONTRACT:** Refer to Attachment D.
6. **LICENSE REQUIREMENT:** To be eligible for award of this contract, Prime contractor must possess the following licensing classifications: **A** or **C-12** or **C-32**
7. **SUBCONTRACTING PARTICIPATION PERCENTAGES:** Subcontracting participation percentages apply to this contract.
  - 7.1. The City has incorporated **mandatory** SLBE-ELBE subcontractor participation percentages to enhance competition and maximize subcontracting opportunities. For the purpose of achieving the mandatory subcontractor participation percentages, a recommended breakdown of the SLBE and ELBE subcontractor participation percentages based upon certified SLBE and ELBE firms has also been provided to achieve the mandatory subcontractor participation percentages:

1. SLBE participation	<b>7.7%</b>
2. ELBE participation	<b>7.4%</b>
3. Total mandatory participation	<b>15.1%</b>
  - 7.2. The current list of Certified SLBE/ELBE Firms to be used for outreach for this project is posted to the Documents tab on Planetbids.
  - 7.3. The Bid may be declared non-responsive if the Bidder fails to meet the following requirements:
    - 7.3.1. Attend the Pre-Bid Meeting as described herein.
    - 7.3.2. Include SLBE-ELBE certified subcontractors at the overall mandatory participation percentage identified in this document; OR
    - 7.3.3. Submit Good Faith Effort (GFE) documentation, saved in searchable Portable Document Format (PDF), demonstrating the Bidder made a good faith effort

to conduct outreach to and include SLBE-ELBE Subcontractors as required in this solicitation by 5 PM 3 Working Days after the Bid opening if the overall mandatory participation percentage is not met.

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

## 8. PRE-BID MEETING:

- 8.1** Prospective Bidders are encouraged to attend the Pre-Bid Meeting. The purpose of the meeting is to discuss the scope of the Project, submittal requirements, the pre-qualification process and any Equal Opportunity Contracting Program requirements and reporting procedures. To request a sign language or oral interpreter for this visit, call the Purchasing & Contracting Department, Public Works Division at (619) 533-3450 at least 5 Working Days prior to the meeting to ensure availability. The Pre-Bid meeting is scheduled as follows:

The Pre-Bid Meeting will be held on **Thursday, December 14, 2023 at 10:00 AM (PDT)** at:

### **Microsoft Teams Meeting**

Join on your computer, mobile app or room device

[Click here to join the meeting](#)

Meeting ID: 225 863 472 804

Passcode: YHvxAB

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

Or call in (audio only)

[+1 323-813-7079,,589336549#](#) United States, Los Angeles

Phone Conference ID: 589 336 549#

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

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

## 9. AWARD PROCESS:

- 9.1.** The Award of this contract is contingent upon the Contractor's compliance with all conditions of Award as stated within these documents and within the Notice of Intent to Award.
- 9.2.** Upon acceptance of bids and determination of the apparent low bidder, the City will prepare the contract documents for execution within approximately 21 days of the date of the bid opening. The City will then award the contract upon receipt of properly signed Contract, bonds, and insurance documents.

- 9.3. This contract will be deemed executed and effective only upon the signing of the Contract by the Mayor or his designee and approval as to form by the City Attorney's Office.
- 9.4. The low Bid will be determined by the Base Bid.
- 9.5. Once the low Bid has been determined, the City may, at its sole discretion, award the contract for the Base Bid alone.

**10. SUBMISSION OF QUESTIONS:**

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**7. INSURANCE REQUIREMENTS:**

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

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

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

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

Title	Edition	Document Number
CALTRANS Standard Plans <a href="https://dot.ca.gov/programs/design/july-2023-ccs-standard-plans-and-standard-specifications">https://dot.ca.gov/programs/design/july-2023-ccs-standard-plans-and-standard-specifications</a>	2023	ECPD092023-06
California Manual on Uniform Traffic Control Devices Revision 7 (CA MUTCD Rev 7) <a href="https://dot.ca.gov/programs/safety-programs/camutcd">https://dot.ca.gov/programs/safety-programs/camutcd</a>	2014	ECPD081023-07
<p><b>NOTE:</b> *Available online under Engineering Documents and References at: <a href="https://www.sandiego.gov/ecp/edocref/">https://www.sandiego.gov/ecp/edocref/</a></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 **PORITION** of the work which will be performed by each subcontractor under this Contract. The Contractor shall list only one Subcontractor for each portion of the Work. The **DOLLAR VALUE** of the total Bid to be performed

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

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

- 12.2. LISTING OF SUPPLIERS.** Any Bidder seeking the recognition of Suppliers of equipment, materials, or supplies obtained from third party Suppliers towards achieving any mandatory or voluntary (or both) subcontracting participation goals shall provide, at a minimum, the **NAME, LOCATION (CITY), DIR REGISTRATION NUMBER** and the **DOLLAR VALUE** of each supplier. The Bidder will be credited up to 60% of the amount to be paid to the Suppliers for materials and supplies unless vendor manufactures or substantially alters materials and supplies, in which case, 100% will be credited. The Bidder is to indicate within the description whether the listed firm is a supplier or manufacturer. If no indication is provided, the listed firm will be credited at 60% of the listed dollar value for purposes of calculating the Subcontractor Participation Percentage.
- 12.3. LISTING OF SUBCONTRACTORS OR SUPPLIERS FOR ALTERNATES.** For subcontractors or suppliers to be used on alternate items, bidder shall use the provided **"Subcontractors For Alternates"** form and shall indicate for each alternate subcontract whether it is an additive or deductive alternate; the subcontractor's name, location, phone number, email address, CA license number, and DIR registration number; whether the subcontractor is a designer, constructor or supplier; the type of work the subcontractor will be performing; and the dollar value of the subcontract for that alternate item. Failure to comply with this requirement may result in the bid being rejected as nonresponsive and ineligible for award.
- 13. SUBMITTAL OF "OR EQUAL" ITEMS:** See Section 4-6, "Trade Names" in The WHITEBOOK and as amended in the SSP.
- 14. AWARD:**

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

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

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

Original Bid Bond shall be submitted to:

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

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

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

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

## 21. **BID RESULTS:**

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

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

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

**22. THE CONTRACT:**

- 22.1.** The Bidder to whom award is made shall execute a written contract with the City of San Diego and furnish good and approved bonds and insurance certificates specified by the City within 14 days after receipt by Bidder of a form of contract for execution unless an extension of time is granted to the Bidder in writing.

- 22.2.** If the Bidder takes longer than 14 days to fulfill these requirements, then the additional time taken shall be added to the Bid guarantee. The Contract shall be made in the form adopted by the City, which includes the provision that no claim or suit whatsoever shall be made or brought by Contractor against any officer, agent, or employee of the City for or on account of anything done or omitted to be done in connection with this contract, nor shall any such officer, agent, or employee be liable hereunder.

- 22.3.** If the Bidder to whom the award is made fails to enter into the contract as herein provided, the award may be annulled and the Bidder's Guarantee of Good Faith will be subject to forfeiture. An award may be made to the next lowest responsible and reliable Bidder who shall fulfill every stipulation embraced herein as if it were the party to whom the first award was made.

- 22.4.** Pursuant to the San Diego City Charter section 94, the City may only award a public works contract to the lowest responsible and reliable Bidder. The City will require the Apparent Low Bidder to (i) submit information to determine the Bidder's responsibility and reliability, (ii) execute the Contract in form provided by the City, and (iii) furnish good and approved bonds and insurance certificates specified by the City within 14 Days, unless otherwise approved by the City, in writing after the Bidder receives notification from the City, designating the Bidder as the Apparent Low Bidder and formally requesting the above mentioned items.

- 22.5.** The award of the Contract is contingent upon the satisfactory completion of the above-mentioned items and becomes effective upon the signing of the Contract by the Mayor or designee and approval as to form by the City Attorney's Office. If the Apparent Low Bidder does not execute the Contract or submit required documents and information, the City may award the Contract to the next lowest responsible and reliable Bidder who shall fulfill every condition precedent to award. A corporation designated as the Apparent Low Bidder shall furnish evidence of its corporate existence and evidence that the officer signing the Contract and bond for the corporation is duly authorized to do so.

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

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

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

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

**25. PRE-AWARD ACTIVITIES:**

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



**PERFORMANCE BOND, LABOR AND MATERIALMEN'S BOND**

**FAITHFUL PERFORMANCE BOND AND LABOR AND MATERIALMEN'S BOND:**

Pavement Coatings Co., a corporation, as principal, and  
The Ohio Casualty Insurance Company, a corporation authorized to do  
business in the State of California, as Surety, hereby obligate themselves, their successors and assigns,  
jointly and severally, to The City of San Diego a municipal corporation in the sum of  
Five Million Six Hundred Seventy Six Four Hundred Twenty Seven Dollars and Twenty Five Cents  
(\$5,676,427.25) for the faithful performance of the annexed contract, and in the sum of Five Million  
Six Hundred Seventy Six Four Hundred Twenty Seven Dollars and Twenty Five Cents (\$5,676,427.25,  
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: Beric Doringo

Mara W. Elliott, City Attorney  
By: [Signature]

Print Name: Beric Doringo  
Deputy Director  
Purchasing & Contracting Department

Print Name: Ray Palacios  
Deputy City Attorney

Date: February 22, 2024

Date: 2/29/24

CONTRACTOR  
Pavement Coatings Co.

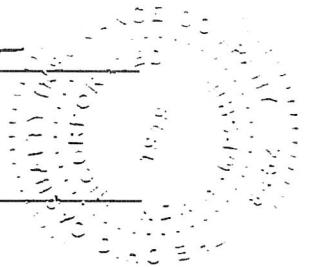
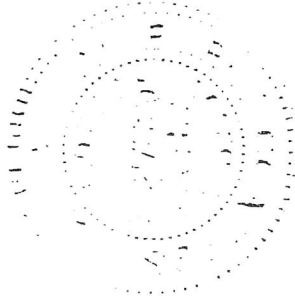
SURETY  
The Ohio Casualty Insurance Company

By: [Signature]  
Print Name: JAMES WU, VICE PRESIDENT

By: [Signature]  
Attorney-In-Fact

Date: 2/7/2024

Print Name: Marisella Rivera  
Date: January 31, 2024



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

(714) 634-5717  
Local Phone Number of Surety

\$21,775.00  
Premium

024272567  
Bond Number

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

CIVIL CODE § 1189

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

State of California }  
County of Riverside

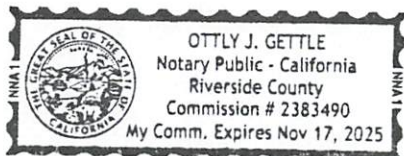
On February 7th, 2024 before me, Ottly J Gettle, Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared James Wu  
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Place Notary Seal and/or Stamp Above

Signature Ottly J. Gettle  
Signature of Notary Public

**OPTIONAL**

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

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

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

Corporate Officer – Title(s): \_\_\_\_\_  Corporate Officer – Title(s): \_\_\_\_\_

Partner –  Limited  General  Partner –  Limited  General

Individual  Attorney in Fact  Individual  Attorney in Fact

Trustee  Guardian of Conservator  Trustee  Guardian of Conservator

Other: \_\_\_\_\_  Other: \_\_\_\_\_

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

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

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

State of California )

County of Orange )

On January 31, 2024 before me, Brigid Lopez, Notary Public,  
*Date Here Insert Name and Title of the Officer*

personally appeared Marisella Rivera  
*Name(s) of Signer(s)*

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

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

WITNESS my hand and official seal.



Signature *Brigid Lopez*  
*Signature of Notary Public*

*Place Notary Seal Above*

**OPTIONAL**

*Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.*

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_ Document Date: \_\_\_\_\_

Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

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

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

Signer Is Representing: \_\_\_\_\_

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

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

Signer Is Representing: \_\_\_\_\_



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

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

Certificate No: 8208193-971991

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Brian A. McGoldrick, Brigid Lopez, Evett Lam, Marisella Rivera

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

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 21st day of June, 2022.



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

By: David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 21st day of June, 2022 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

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



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

By: Teresa Pastella, Notary Public

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

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

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

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

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

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

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

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

IN-TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 31st day of January, 2024.



By: Renee C. Llewellyn, Assistant Secretary

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

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

## ATTACHMENTS

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

## SCOPE OF WORK

1. **SCOPE OF WORK:** Slurry Seal Group 2423 involves furnishing all labor, materials, equipment, services, and construction related to surface seal work on existing paved roadways in various areas throughout the City of San Diego. The work includes: placement of rubber polymer modified slurry seal (RPMS), placement of polymer modified rejuvenating emulsion (PMRE) scrub seal and screenings, micro milling, flush coat application, crack sealing, removal of humps & pavement irregularities, asphalt mill and pave, and digouts, pavement base repairs, milling and disposal of pavement fabric, development of a QA/QC plan that includes inspection and testing for asphalt and surface seal work, replacing traffic signal detection loops and stub outs, adjusting existing City manhole frames and covers to grade, raising appurtenances to grade (water, sewer), raising survey monuments to grade, reconstructing survey monument boxes, street and sidewalk sweeping, removal and replacement of existing thermoplastic striping and markings/legends, implementation of new striping plans, traffic control drawings & permits, weed abatement, storm drain inlet protection, installation of inlet markings, sediment control, and possible night and weekend work. All work would occur within the public right-of-way (paved streets) or previously disturbed non-sensitive areas only, and outside of the City's Multiple Habitat Planning Area (MHPA). No sensitive vegetation would be impacted or removed. Storm Water Best Management Practices (BMPs) for erosion control preventing discharge, as well as Traffic Control Plan (TCP) would be implemented throughout construction.

1.1. The Work shall be performed in accordance with:

1.1.1. The Notice Inviting Bids and Striping Plans included in "a)" below inclusive.

a) [https://drive.google.com/drive/folders/1KVJBRVqE5bb80NwWyWtxmMD\\_ikLPKibD?usp=drive\\_link](https://drive.google.com/drive/folders/1KVJBRVqE5bb80NwWyWtxmMD_ikLPKibD?usp=drive_link)

1) **Nobel Dr Striping, Signage & Electrical Improvement (0101124-1-D through 0101124-16-D) plans.**

b) **Appendix B – Street List**

c) **Appendix H – List of Proposed Work**

2. **LOCATION OF WORK:** The location of the Work is as follows:

See **Appendix E – Overall Location Map** and **Appendix F – Resurfacing Limits Map**

3. **CONTRACT TIME:** The Contract Time for completion of the Work shall be **90 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/index.shtml>

#### B. GENERAL.

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

#### C. DEFINITIONS.

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

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

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

**D. CITY'S EQUAL OPPORTUNITY COMMITMENT.**

**1. Nondiscrimination in Contracting Ordinance.**

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

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

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

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

**E. EQUAL EMPLOYMENT OPPORTUNITY OUTREACH PROGRAM.**

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

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

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

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

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

**F. SUBCONTRACTING.**

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

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

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

**G. LISTS OF SUBCONTRACTORS AND SUPPLIERS.**

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

**H. SUBCONTRACTOR AND SUPPLIER SUBSTITUTIONS.**

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



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

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

**I. PROMPT PAYMENT.**

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

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

**J. PROMPT PAYMENT OF FUNDS WITHHELD TO SUBCONTRACTORS.**

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

**K. CERTIFICATION.**

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

**L. CONTRACT RECORDS AND REPORTS.**

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

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

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

## EQUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP)

### SECTION B - SLBE-ELBE SUBCONTRACTING REQUIREMENTS

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

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

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

**B. DEFINITIONS.**

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

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

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

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

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

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

**C. SUBCONTRACTOR PARTICIPATION.**

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

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



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

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

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

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

**E. JOINT VENTURES.**

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

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

**F. MAINTAINING PARTICIPATION LEVELS.**

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

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

**G. SUBCONTRACTING EFFORTS REVIEW AND EVALUATION.**

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

**H. GOOD FAITH EFFORT DOCUMENTATION.**

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

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

**I. SUBCONTRACTOR SUBSTITUTION.**

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

**J. FALSIFICATION OF SUB-AGREEMENT AND FRAUD.**

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

**K. RESOURCES.**

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

## PREVAILING WAGE

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

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



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

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

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

## SUPPLEMENTARY SPECIAL PROVISIONS

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

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

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

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

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

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.

ADD the following:

111. **Surface Seal** - a preventative maintenance application which may include one or more of the following: fog seal, slurry seal, microsurfacing, chip seal, scrub seal, or cape seal.

### SECTION 2 – SCOPE OF THE WORK

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

1. The City shall apply for the Caltrans Encroachment Permit for the following locations:
  - a. Regents at SR-52
  - b. Kearny Villa Rd at SR-52
  - c. Balboa Av at I-805
  - d. Balboa Av at SR-163
2. You shall apply for and obtain a Double Permit to the Caltrans Encroachment Permit.

3. You shall arrange and pay for inspections as required by Caltrans.

**2-2.3 Payment.** To the "WHITEBOOK", ADD the following:

3. The payment for applying for and obtaining the Double Permit to the Caltrans Encroachment Permit including preparing plans and addressing Caltrans Comments shall be included in the Contract Price.
4. Payment for inspections as required by Caltrans shall be included in the Contract Price.

**2-7 CHANGES INITIATED BY THE AGENCY.**

**2-7.1 General.** To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

1. The Engineer may substitute specific sites for asphalt overlay or surface seal due to utility or construction conflicts or urgent community needs. The Engineer will adjust the location provided in the Contract Documents as needed.
2. The location list provided in the Contract Documents will be adjusted by the City as needed to match the Bid Quantities at no additional cost to the City.
3. The Bid quantities are for estimating purposes only and will vary due to continued deterioration of the streets, such as streets quantified as having no tons of AC required, may in fact need AC repair (see 301-1.6).

**SECTION 3 – CONTROL OF THE WORK**

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

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

**3-8.7 Contractor's Quality Control Plan (QCP).** To the "WHITEBOOK", item 1, DELETE in its entirety and SUBSTITUTE with the following:

1. You shall establish, implement, and maintain an effective Quality Control Plan (QCP) to perform quality control inspection and testing for all items of paving, slurry seal, scrub seal, and/or cape seal work required by the Contract Documents, including those performed by subcontractors and material suppliers.

To the "WHITEBOOK", ADD the following:

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

9. Additions and Alterations to the Contractor's Quality Control Plan may be requested at the direction of the Engineer. The request for Additions and Alterations to the Contractor's Quality Control Plan will be made to the Contractor in writing by the Engineer. Submission of Additions and Alterations to the Contractor's Quality Control Plan shall be submitted within 5 business days from the date the requests for Additions and Alterations is made by the Engineer.
10. Additions and Alterations to the Contractor's Quality Control Plan shall be subject to approval by the Engineer.
11. The Contractor shall ensure that all items of Work, regardless of their inclusion in or omission from the Contractor's Quality Control Plan, conform to the Contract Document.
12. Payments for the Contractor's Quality Control Plan and all testing associated with it shall be included in the Contract Price.
13. No additional Payment shall be made for additions and Alterations to the Contractor's Quality Control Plan.

**3-12.1 General.** To the "WHITEBOOK", item 2, DELETE in its entirety and SUBSTITUTE with the following:

2. You shall provide a PM-10 certified self-loading motorized street sweeper equipped with a functional water spray system for this project.

To the "WHITEBOOK", ADD the following:

3. You shall sweep all paved areas within the Work site and all paved haul routes as specified below:
  - a) Prior to Surface Seal Application
  - b) As directed by the Engineer

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

**3-13.1.2 Walk-through and Punchlist Procedure.** To the "WHITEBOOK", ADD the following:

10. When a comment from the Punchlist is disputed, you shall submit in writing justification for the dispute writing 15 days of receiving Punchlist.

**3-13.3 Warranty.** To the "WHITEBOOK", ADD the following:

9. Should any area of the Surface Seal prove defective or fail to perform properly as defined herein, within one (1) year after the date on which all construction operations are completed, the Contractor will be required to perform repair work at its own expense to the satisfaction of the Engineer.

The following performance and repair criteria will apply:

Any single area of surface seal greater than four (4) square feet that fails to meet the performance criteria due to raveling, bleeding or flushing, or

delaminating as defined herein will be considered defective and shall be repaired at the Contractor's expense to the satisfaction of the Engineer.

- a) Raveling – the wearing away (loss of aggregate) of the surface seal surface, including areas affected by longitudinal and transverse streaking.
- b) Bleeding or Flushing – the upward movement of asphalt that creates a film of asphaltic emulsion on the surface of the finished road surface.
- c) Delaminating – the loss of the bond between the surface seal and the existing asphalt concrete pavement surface.

#### **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:

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

**5-4.1 Policies and Procedures.**

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

insurance, unless the City specifically agrees to payment in writing. Do not begin any Work under this Contract or allow any Subcontractors to begin work, until you have provided, and the City has approved, all required insurance.

6. Policies of insurance shall provide that the City is entitled to 30 days advance written notice of cancellation or non-renewal of the policy or 10 days advance written notice for cancellation due to non-payment of premium. Maintenance of specified insurance coverage is a material element of the Contract. Your failure to maintain or renew coverage and to provide evidence of renewal during the term of the Contract may be treated by the City as a material breach of the Contract.

**5-4.2 Types of Insurance.**

**5-4.2.1 General Liability Insurance.**

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

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

**5-4.2.2 Commercial Automobile Liability Insurance.**

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



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

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

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

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

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

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

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

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

**5-4.5 Policy Endorsements.**

**5-4.5.1 Commercial General Liability Insurance.**

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

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

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

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

**5-4.5.2 Workers’ Compensation Insurance and Employers Liability Insurance.**

**5-4.5.2.1 Waiver of Subrogation.** The policy or policies shall be endorsed to provide that the insurer will waive all rights of subrogation against the City and its respective elected

officials, officers, employees, agents, and representatives for losses paid under the terms of the policy or policies and which arise from Work performed by the Named Insured for the City.

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

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

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

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

## **5-10 COMMUNITY OUTREACH.**

**5-10.2.1 Public Notice by Contractor.** To the "WHITEBOOK", items 2 and 3, DELETE in their entirety and SUBSTITUTE the following:

2. No less than 5 Working Days in advance of Project construction activities, you shall notify all critical facilities, businesses, institutions, property owners, residents, or other impacted stakeholders with a minimum 300-foot radius of the project. Verbal and written notifications shall be sent to critical facilities (including but not limited to police stations, fire stations, hospitals, and schools). A copy of written notifications sent to any critical facility shall be sent to the Resident Engineer. You shall keep records of the people contacted along with the dates of notifications and shall provide the record to the Engineer upon request.
3. Furnish and distribute public notices in the form of door hangers using the City's format to all occupants and/or property owners along streets:
  - a) You shall distribute an Advanced Construction Notice as shown in **Appendix D - Advanced Construction Notice** where work is to be performed at least 5 Working Days before starting construction or survey activities or impacting the community as approved by the Resident Engineer.
  - b) You shall distribute notices in the form of door hangers, which outlines the anticipated dates of slurry seal as shown in **Appendix K - Sample of Public Notice (SB1 FUNDED ONLY)**, at least 72 hours in advance of the Scheduled resurfacing as approved by the Engineer.

To the "WHITEBOOK", ADD the following:

9. Door hangers shall include the funding source if project is funded in part by State Gas Tax Revenue (SB1). See **Appendix K – Sample of Public Notice (SB1 FUNDED ONLY)**.
10. You shall coordinate with schools within a minimum 300-foot radius of the Project construction activities. You shall notify school staff of any planned street closures and/or detours that may impact regular school operations (pick-ups, drops offs, events, etc.)  
  
No work shall be scheduled in the vicinity of a school during the first week of school or graduation days.
11. You shall coordinate with apartment complexes and/or condominiums within a minimum 300-foot radius of the project construction activities. You shall notify property management of any planned street closure and/or detours that may impact residents.

## **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 J – Sample City Invoice with Cash Flow Forecast** and use the format shown.
4. The Schedule shall identify for slurry seal the following locations at the end of the project:
  - a) Nobel Dr from Lebon Dr to Genesee Av

### **6-1.3**

**Work Outside Normal Working Hours.** To the "WHITEBOOK", ADD the following:

4. The following locations may require Night Work:
  - a) Balboa Av
  - b) Camino Santa Fe
  - c) Mercury St
  - d) Mira Mesa Bl
  - e) New Salem St
  - f) Nobel Dr
  - g) Opportunity Rd
  - h) Regents Rd
  - i) Ruffin Rd

### **6-1.3.1**

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

2. The payment for any work outside normal working hours, including weekend work and night work, shall be done at no additional cost to the City.

3. Payment for any work outside normal working hours, including weekend work and night work, shall be included in the Contract Price.

**6-1.6 Pre-construction Meeting.** To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

1. Within 5 Working Days from the LNTP the Engineer shall schedule a mandatory Pre-construction meeting with you. The agenda shall include items such as NTP, design services and submittal and review process, critical elements of the Work schedule, submittal schedule, cost breakdown of major lump sum items, payment requests and processing, environmental and community concerns, coordination with the involved utility firms, the level of record project documents required, and emergency telephone numbers for all representatives involved in the course of construction.

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

4. Do not Work in the areas where there is currently a moratorium issued by the City. The areas subject to moratorium are listed below:
  - a) Holiday Moratorium near shopping areas **Thanksgiving Day to New Years Day:**
    1. Nobel Dr from Lebon Drive to Genesee Ave.

**6-6.1.1 Environmental Document.**

1. The City of San Diego has prepared a **Notice of Exemption for Approval of the Fiscal Year 2023 Road Maintenance and Rehabilitation Account (RMRA) Project List: Slurry Seal Groups 2322 for Slurry Seal Group 2322**, Project No. **N/A**, and a **Notice of Exemption for Approval of the Fiscal Year 2024 Road Maintenance and Rehabilitation Account (RMRA) Project List: Slurry Seal Groups 2421, 2422, 2423, and 2424 for Slurry Seal Group 2423**, Project No. **N/A**, 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.

<b>Contract Value</b>	<b>Liquidated Damages Daily Amount</b>
Less than \$200,001	\$1,000
\$200,001 to \$500,000	\$1,500
\$500,001 to \$1,000,000	\$2,000
\$1,000,001 to \$2,000,000	\$2,500
\$2,000,001 to \$5,000,000	\$3,000
\$5,000,001 to \$10,000,000	\$5,500
\$10,000,001 to \$20,000,000	\$6,500
Greater Than \$20,000,000	\$7,000

## **SECTION 7 – MEASUREMENT AND PAYMENT**

### **7-2.1**

**Schedule of Values (SOV).** To the “WHITEBOOK”, item 1, DELETE in its entirety and SUBSTITUTE with the following:

1. You shall submit an SOV for the lump sum Bid Items below to the Engineer for review and approval at the Pre-construction meeting:
  - a) Remove, Replace & Install Traffic Striping, Markers, Markings & Devices.
  - b) Traffic Control and Working Drawings.

### **7-3.8**

**Eliminated Items.** To the “GREENBOOK”, DELETE in its entirety and SUBSTITUTE with the following:

1. Should any Bid items, except Bid Items listed in item 2 of this section, be eliminated in its entirety, payment will be made to the Contractor for its actual costs incurred in connection with the eliminated item prior to notification in writing from the Engineer so stating its elimination.
2. If eliminated in their entirety, no payment will be made for actual costs incurred in connection with the following eliminated items:
  - a) **“Raise Appurtenance to Grade (Water, Sewer)”**
  - b) **“Adjust Existing Manhole Frame and Cover to Grade”**

- c) **“Survey Monument Lids”**
- d) **“Reconstruct Survey Monument Box”**
- e) **“Adjust Existing Survey Monument to Grade”**
- f) **“Crushed Miscellaneous Base”**
- g) **“Traffic Detector Loop Replacement or Conduit Stub Installed”**
- h) **“Detector Lead-In Cable”**
- i) **“Removal of Humps, Lumps, and Pavement Irregularities”**
- j) **“Micro-Mill AC Pavement (<1)”**
- k) **“Asphalt Concrete with Pavement Fabric Material”**
- l) **“Crack Seal”**
- m) **“Edge Grind AC Pavement”**

3. If material conforming to the Plans and Specifications is ordered for use in the eliminated items prior to the date of notification of elimination by the Engineer, and if the order for that material cannot be canceled, payment will be made to you for the actual cost of the material. In this case, the material shall become the property of the City and payment will be made to you for actual costs for any further handling. If the material is returnable, the material shall be returned, and payment will be made to you for actual cost of charges made by the supplier for handling and returning the material.

**7-3.9**

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

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

**TABLE 7-3.9  
FIELD ORDER LIMITS**

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

**7-3.11**

**Compensation Adjustments for Price Index Fluctuations.** To the "WHITEBOOK", item 2, DELETE in its entirety and SUBSTITUTE with the following:

2. The compensation for paving asphalt shall be increased or decreased for paving asphalt price fluctuations in accordance with 9-1.07 "Payment Adjustments for Price Index Fluctuations" in the Caltrans Standard Specifications.

To the "WHITEBOOK", ADD the following:

5. This Contract **is** subject to the provisions of the "WHITEBOOK" for Compensation Adjustments for Price Index Fluctuations for paving asphalt.

**SECTION 200 – ROCK MATERIALS**

**ADD:**

**200-1.2.2.4**

**Screenings for Polymer Modified Rejuvenating Emulsion (PMRE).** Screenings for use as cover aggregate over polymer modified rejuvenating emulsion for scrub seal applications shall conform to the gradation requirements shown in Table 200-1.2.2.4.

**Table 200-1.2.2.4**

Sieve Size	Percentage Passing Sieve		
	Medium 3/8" x No. 6	Medium Fine 5/16" x No.8	Fine 1/4" x No.10
3/4"	-	-	-
1/2"	100	-	-
3/8"	85-100	100	100
No. 4	0-15	0-50	60-85
No. 8	0-5	0-15	0-25
No. 16	-	0-5	0-5
No. 30	-	0-3	0-3
No. 200	0-2	0-2	0-2



**SECTION 203 - BITUMINOUS MATERIALS**

**ADD:**

**203-3.4.7 Polymer Modified Rejuvenating Emulsion (PMRE).**

**203-3.4.7.1 General.** PMRE shall be cationic and shall consist of asphalt, latex polymer modifier and a rejuvenating agent.

PMRE shall conform to the requirements shown in Table 203-3.4.7.

**Table 203-3.4.7**

<b>Test on Emulsion</b>	<b>Test Method</b>	<b>Specification</b>
Viscosity @ 122°F (SFS)	AASHTO T59	50-350
pH	ASTM E70	2.5-5.0
Sieve, w%, max.	AASHTO D244	0.1
Residue, w%, min.	AASHTO T59	65
Oil distillate, w% (177°C)	ASTM D244	0.5
Storage Stability, 24 Hr, 25°C, max	AASHTO T59	1.0
<b>Test on Residue Recovered by Evaporation (AASHTO T59)</b>		
Viscosity @ 140°F, (P), max.	ASTM D2171 (c,d)	5000
Penetration @ 39.2°F, min.	ASTM D5	40 to 70
Elastic Recovery %, min.	AASHTO T59, T301(a,b)	60

**203-3.4.7.2 Rejuvenating Agent.** The rejuvenating agent shall conform to Table 203-3.4.7.2.

**Table 203-3.4.7.2**

<b>Test on Rejuvenating Agent</b>	<b>Test Method</b>	<b>Requirements</b>
Viscosity, 140°F, CST	ASTM D2170	50-175
<b>Test on Rejuvenating Agent</b>	<b>Test Method</b>	<b>Requirements</b>
Flash Point, °F, COC	ASTM D92	380 Min
Saturate, % by weight	ASTM D2007	30 Max
Asphaltenes, % by weight	ASTM D2007	1.0 Max
<b>Test on Rejuvenating Agent RTFOT Residue</b>		
Weight Change, %	ASTM D2872	6.5
Viscosity Ratio	ASTM D2170	3.0

- a. Exception to AASHTO T59: Bring the temperature on the lower thermometer slowly to 350° F plus or minus 10°F. Maintain at this temperature for 20 minutes. Complete total distillation in 60 plus or minus 5 minutes from the first application of heat.
- b. Elastic Recovery @ 10°C (50° F): Hourglass sides, pull 20 cm, hold 5 minutes then cut, let sit for 1 hour.
- c. If it is suspected that a sample may contain solid material, strain the melted sample into the container through a No. 500 (300-µm) sieve conforming to Specification E 11."
- d. Use an Al-200 glass capillary tube to run the test. If the viscosity is 4000 or above, use an Al 400 instead.

**203-3.4.7.3 Certificate of Compliance.** A Certificate of Compliance conforming to SECTION 4-5 CERTIFICATE OF COMPLIANCE of the GREENBOOK shall accompany each shipment of PMRE to the Work site and be submitted to the Engineer prior to application. In addition to the requirements of SECTION 4-5 CERTIFICATE OF COMPLIANCE of the GREENBOOK, the certificate shall show the shipment number, type of material, density, refinery, consignee, destination, quantity, Project title, purchase order number, and date of shipment.

PMRE shipped without a Certificate of Compliance will not be allowed to be used.

**203-6.3.1 General.** To the "WHITEBOOK", item 1, DELETE in its entirety and SUBSTITUTE with the following:

1. You shall submit for approval, mix designs for III-C2-PG 64-10 (1/2") and III-B3-PG 64-10 (3/4") asphalt concrete. Asphalt concrete mix designs shall be submitted to the City Materials Testing Laboratory for approval.

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

**301-1.6 Preparatory Repair Work.** To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

1. Prior to the application of slurry seal or scrub seal, the Contractor shall complete all necessary preparation and repair work to the road segment as specified in the Special Provisions and Contract Documents or as directed by the engineer.
2. No preparatory asphalt work shall be done when the atmospheric temperature is below 50 °F or during unsuitable weather.
3. Preparatory Work shall include tree trimming, weed abatement, weed spraying, crack sealing, asphalt repair, base repair, edge grind, removal of humps and pavement irregularities, removal of raised pavement markers, removal of pavement markings, micro-milling, and any other work and as specified in the Special Provisions and Contract Documents or as directed by the Engineer.
4. Preparatory crack sealing for slurry seal shall occur after the completion of asphalt pavement repair, base repair, edge grind, and micro-mill operations. At the end of each day the Contractor shall submit to the Engineer an itemized list of crack seal work completed. The list shall include the location of the work and the exact quantity of pounds of crack seal placed. Crack seal shall not be required for streets scheduled to be scrub sealed as specified in the Contract Documents.
5. Existing City manhole frames and covers, appurtenances (water and sewer), and survey monuments to be raised or reconstructed shall be adjusted after the placement of the surface seal or as directed by the Engineer.
6. Most areas of damaged asphalt requiring Asphalt Pavement Repair have been marked out in the field as "MP" or "DO" or "MM" (mill & pave or dig-out or micro-milling). Mill & Paves shall have a minimum depth of 2", and dig-outs, also called base repairs, shall have a minimum depth of 10". Some areas (ie. those uplifted by tree roots) may be marked out in the field as "MP4" and shall have a minimum mill & pave depth of 4".
7. The minimum repair area shall be 4 feet by 4 feet regardless of mark out.
8. Edges of milled areas shall be cut cleanly.
9. Material removed, regardless of removal method, shall be disposed of at a legal site.

10. You shall repair marked out areas of distressed asphalt concrete pavement by, milling, grinding, or saw cutting to remove damaged areas of pavement in accordance with 404-1, "General", to expose firm and unyielding pavement, base or native. Unyielding pavement will have no visible cracks and unyielding base or native will be properly compacted, as determined by the Engineer. If cracks are visible, then pavement is not unyielding and shall require additional depth be removed. The Contractor shall prepare subgrade as needed and install a maximum of 5" compacted asphalt concrete pavement over compacted base material to be level with adjacent roadway surface.
11. If, in order to achieve the minimum specified depth, the base material is exposed, then the existing base material, as well as additional base material shall be compacted to 95% relative compaction to a depth 5" below the finished grade (dig-out).
12. Base repairs shall have a minimum depth of 10".
13. Compaction tests shall be made to ensure compliance with the specifications. The Engineer will determine when and where the test will occur. If additional base material is required, the Contractor shall use Crushed Miscellaneous Base in accordance with 200-2.4, "Crushed Miscellaneous Base". the base material shall be prepared conforming to 301-1, "Subgrade Preparation."
14. Recycled base material shall conform to Crushed Miscellaneous Base Material in accordance with 200-2.4, "Crushed Miscellaneous Base."
15. Base repairs shall not exceed 15% RAP in content.
16. Prior to replacing asphalt, the area shall be cleaned by removing all loose and damaged material, moisture, dirt, and other foreign matter and shall be tack coated in accordance with 302-5.4, "Tack Coat."
17. When milling and/or grinding asphalt pavement and the Contractor encounters solid, level unyielding PCC trench caps or appurtenance collars before reaching a minimum depth of 2", then the Contractor shall place enough asphalt concrete pavement to bring the surface to be level with the adjacent roadway.
18. The Contractor shall install new asphalt within the repair area or for patches in accordance with 302-5, "ASPHALT CONCRETE PAVEMENT." Asphalt concrete shall be III-B3-PG 64-10 (3/4") and III-C2-PG 64-10 (1/2") in compliance with 203-6, "ASPHALT CONCRETE."
19. Following the asphalt placement, the Contractor shall roll the entire area of new asphalt in both directions at least twice. The finished patch shall be level and smooth in compliance with the 302-5.6.2, "Density and Smoothness."

20. At the end of each day the Contractor shall submit to the Engineer an itemized list of asphalt pavement and base repair work completed. The list shall include the location of the work, the exact square footage of the repair, tons of asphalt placed, and tons of base material placed.
21. Areas identified for a full-width micro-mill have been specified in the Contract Documents. Each street shall be micro-milled after the asphalt pavement repairs, base repairs, and edge-grinding have been completed.
22. The quantities shown in the appendices are based on a street assessment survey and may vary. The Engineer will designate the limits to be removed and prepared and these designated areas shall be considered to take precedence over the areas shown in an Appendix to the Contract Documents.

**301-1.6.1 Asphalt Patching.** To the "WHITEBOOK", items 1, 2, and 5, DELETE in their entirety and SUBSTITUTE with the following:

1. Miscellaneous asphalt patching shall consist of patching potholes and skin patching other low spots in the pavement that are deeper than ¼" per 302-5.6.2, "Density and Smoothness." These areas are generally smaller and more isolated than those areas in need of mill and pave.
2. The areas requiring patching have not been identified in the Contract Documents, nor in the field. The Contractor and/or Engineer shall identify areas that may require patching prior to slurry work to ensure the smoothness and quality of the finished product.
5. You shall remove distressed asphalt pavement either by saw cutting or milling to expose firm and unyielding pavement, prepare subgrade (as needed), and install compacted asphalt concrete pavement over prepared subgrade per 301-1, "Subgrade Preparation."

**301-1.7 Payment.** To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

1. The payment for the preparatory works shall be included in the Contract Unit Bid Item for which preparation works are performed unless it is specified as a separate Bid Item.
2. The areas and quantities shown on the road segments and in the appendices are given only for the Contractor's aid in planning the Work and preparing Bids. The Engineer will designate the limits to be removed and prepared and these designated areas shall be considered to take precedent over the areas shown in an Appendix to the Contract Documents. The quantities shown in the appendices are based on a street assessment survey and may vary. No payment shall be made for areas of over excavation as determined by the Engineer.
3. Asphalt pavement repair, including both mill & paves and base repair dig-outs, required for both mill & paves and base repair dig-outs, shall be paid at the Contract unit price per ton for "**Asphalt Pavement Repair**". No Payment shall be made for areas of over excavation as determined by the Engineer.

4. The payment for preparatory repair asphalt works shall be paid at the Contract Unit Price for **"Asphalt Pavement Repair"** for each ton placed and includes milling, grinding, hauling, disposal or saw cutting of existing pavement, tree trimming, tack coating, compaction, and all other necessary work related to asphalt pavement installation.

No additional payment shall be made for milling, grinding, or saw cutting concrete, pavement fabric, rubberized material, steel reinforcement, or any other material.

5. Miscellaneous asphalt patching and tack coat shall be included in the unit price for Bid Item **"Asphalt Pavement Repair"** and no additional payment shall be made therefore regardless of number and location of patches.

**301-2.4 Measurement and Payment.** To the "GREENBOOK", ADD the following:

- i. The payment for base repair dig-outs shall be paid at the Contract Unit Price for **"Crushed Miscellaneous Base"**, for each ton placed and includes milling, grinding, excavating, hauling, disposal, or saw cutting of existing pavement, and all other necessary work related to asphalt base repair.

## **SECTION 302 – ROADWAY RESURFACING**

**302-2 CHIP SEAL.**

**302-2.2.1 Emulsified Asphalt.** To the "GREENBOOK", ADD the following:

Emulsified asphalt for scrub seal applications shall be a polymer modified rejuvenating emulsion (PMRE) conforming to 203-3.4.7.

**302-2.2.3 Screenings.** To the "GREENBOOK", DELETE in its entirety and SUBSTITUTE with the following:

The size of screenings used shall be medium fine 5/16" x No. 8 and conform to the requirements shown in Table 200-1.2.2, unless otherwise specified.

The contractor shall ensure that the selected bituminous material is compatible with the aggregate to be used. This may require conducting electrostatic testing of aggregate source before chip design to ensure that the binder selected is compatible with the potential sources of aggregate.

**302-2.2.4 Sand.** To the "GREENBOOK", ADD the following:

Sand shall not be applied for Scrub Seals or Cape Seals.

**302-2.3.6 Sweepers.** To the "GREENBOOK", ADD the following:

Brooms shall not be steel-tined brooms on emulsion chip seals. Sweepers shall be capable of removing loose screenings adjacent to barriers that prevent aggregate from being swept off the roadway, including curbs, gutters, dikes, berms, and railings.

**302-2.4 Roadway Surface Preparation.** To the "GREENBOOK", ADD the following:

Remove any extraneous material affecting adhesion of the chip seal with the existing surface and drying.

**ADD:**

**302-2.4.1 Testing.** Testing shall conform to the requirements of 203-3.4.5.

**302-2.6.1 General.** To the "GREENBOOK", ADD the following:

Schedule the operations so that chip seals are placed on both lanes of the travel way each work shift. At the end of the work shift, the end of the chip seals on both lanes must generally match.

**302-2.6.2 Polymer Modified Emulsified Asphalt.** To the "GREENBOOK", ADD the following:

The initial application rate for each road shall be 0.30 gal/sq yd and any adjustments to this rate shall be determined by the Contractor.

Do not apply polymer modified asphaltic emulsions when weather forecasts predict the ambient air temperature will fall below 39 degrees F within 24 hours after application.

Emulsion shall not be applied a greater distance than can be immediately covered by screenings, and, in no case, shall the distributor truck advance more than 200' ahead of the screening spreader.

**302-2.6.4.1 General.** To the "GREENBOOK", ADD the following:

Do not allow vehicles to drive on asphaltic emulsion or asphalt binder before spreading aggregate. Operate the spreader at speeds slow enough to prevent aggregate from rolling over after dropping.

If the spreader is not moving, aggregate must not drop. If you stop spreading and aggregate drops, remove the excess aggregate before resuming activities.

**302-2.6.4.2 Spreading on Polymer Modified Emulsified Asphalt.** To the "GREENBOOK", ADD the following:

You may stockpile aggregate for the polymer modified emulsified asphalt chip seals if you prevent contamination. Aggregate must have a damp surface at spreading. If water visibly separates from the aggregate, do not spread. You may re-dampen aggregate in the delivery vehicle. Operating the chip spreader at speeds which cause the chips to roll over after striking the bituminous covered surface will not be permitted.

Spread aggregate before the polymer modified emulsified asphalt sets or breaks.

Do not spread aggregate more than 500 feet ahead of the completed initial rolling.

**302-2.7 Finishing.**

**302-2.7.1 General.** To the "GREENBOOK", ADD the following:

d) Remove covers from the facilities

**302-2.8 Flush Coat.**

**302-2.8.1 General.** To the "GREENBOOK", paragraph 1, DELETE in its entirety and SUBSTITUTE with the following:

Flush coat shall consist of the application of an emulsified asphalt fog seal to the surface of the chip seal. Flush coat application shall begin immediately after initial

sweeping and removal of excess screenings and prior to opening the lane to uncontrolled (not controlled with pilot cars) traffic.

**302-2.8.3 Sand Cover.** To the "GREENBOOK", DELETE in its entirety.

**302-2.11 Payment.** To the "GREENBOOK", DELETE in its entirety and SUBSTITUTE with the following:

The payment for chip seals will be made at the Contract Unit Price for "PME Chip Seal" per square foot for each combination of size of screenings and grade of emulsified asphalt or modified paving asphalt used in the Work. The basis of the payment shall be as specified in the Bid.

Unless otherwise specified, the Contract Unit Price shall include:

- a) public notification,
- b) surface preparation,
- c) materials,
- d) application and spreading,
- e) finishing,
- f) sweeping,
- g) disposal, and
- h) maintenance of the completed chip seal

**302-4.12.2 Application.** To the "WHITEBOOK", item 1, subsection (c), DELETE in its entirety and SUBSTITUTE with the following:

- c) RPMS shall only be placed when the ambient temperature is at least 50° F and rising. Do not place slurry seal if rain is imminent or the ambient temperature is expected to be below 32° within 24 hours after placement.
- d) The weather and temperature requirements listed in subsection c shall supersede those listed in section 37-3.01 C(5)(b) of the Caltrans Standard Specifications.

To the "WHITEBOOK", item 2, subsection (b), ADD the following:

- iii. Where multiple layers of RPMS are specified, the first layer, regardless of Type, shall be placed 1' from concrete gutters.

**302-4.12.4 Measurement and Payment.** To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

- 1. RPMS shall be paid on the square footage of RPMS applied. The measurement of RPMS applied shall be calculated by dividing the weight obtained from Certified Weighmaster Certificates by the spread rate for the type specified. You shall present Weighmaster Certificates for unused material remaining at the completion of the Work at no cost to the City. The payment shall be determined by deducting the amount of unused material from the total amount of material delivered.



2. The payment for RPMS shall be the total square footage used on the project calculated using the method described and shall be paid under the following:

<b>BID DESCRIPTION</b>	<b>UNIT</b>
Rubber Polymer Modified Slurry (RPMS) Type I	SF
Rubber Polymer Modified Slurry (RPMS) Type II	SF
Rubber Polymer Modified Slurry (RPMS) Type III	SF

3. The Bid items for RPMS shall include full compensation for the specified surface preparation not included in other Bid items and shall include the work necessary to construct the RPMS as specified on the Plans. Sweeping, removals, and furnishing the aggregate required for the mix design shall also be included in this Bid item.
4. The payment for sampling and testing of RPMS shall be included in the 3 bid items of the Rubber Polymer Slurry listed in the table of item 2.

**ADD:**

**302-4.12.5**

**Field Sampling and Testing.**

1. The contractor shall be responsible for sampling and testing of the RPMS mix.
2. During the performance of the work, the Contractor shall provide at least 2 field samples, from separate loads, of mixed slurry seal per mixer per day.
3. WTAT specimens shall be cast and struck off within 60 seconds of obtaining the sample. WTAT specimens shall not be transported until the slurry seal has set as defined by ASTM D3910.
4. RPMS field samples shall be tested to conform to the requirements below and Table 302-4.9.1 of the "GREENBOOK".

<b>TEST</b>	<b>FREQUENCY OF TESTING</b>
Wet Track Abrasion Test	Minimum 2 per day per type per mixer
Consistency Test	Minimum 1 per day per type per mixer
Extraction Test	Minimum 1 per day per type per mixer
Water Content	Minimum 1 per day per type per mixer

**302-15.1**      **General.** To the "WHITEBOOK", item 1, DELETE in its entirety and SUBSTITUTE with the following:

1.      All cracks in asphalt 1/8 inch or wider but no greater than 1 inch wide shall be sealed prior to the application of slurry. You shall seal only transverse, longitudinal, block, or reflective cracks. You shall not seal alligator (fatigue) cracked areas or cracks in PCC.

**ADD:**

**302-16**      **SCRUB SEAL.**

**302-16.1**      **General.** Scrub seal shall consist of furnishing all labor, materials, tools, equipment, transportation, and incidentals necessary for scrub seal resurfacing.

A scrub seal consists of applying a seal coat using a polymer modified rejuvenating asphaltic emulsion (PMRE), scrubbing the emulsion to fill cracks and voids in the pavement, applying and rolling screenings, and applying a flush coat.

The contractor shall prepare a submittal detailing the scrub seal order of operations including but not limited to the following: weed abatement, asphalt pavement repairs and/or base repairs, edge grinding, micro-milling, application of the PMRE and scrubbing the applied emulsion with a scrub broom as specified, application of screenings, brooming the screenings with a secondary broom when specified, rolling the screenings, and application of a flush coat.

Scrub seal shall be placed a minimum of 3 days in advance of flush coat.

**302-16.2**      **Materials.**

**302-16.2.1**      **Chip Seal.** Chip seal shall conform to 302-2.

**302-16.2.1.1**      **Emulsified Asphalt.** Emulsified asphalt for the flush coat shall conform to 302-2.2.1

**302-16.2.1.2**      **Modified Paving Asphalt.** Modified paving asphalt shall conform to 302-2.2.2.

**302-16.2.1.3**      **Screenings.** The size of screenings used shall be medium fine 5/16" x No. 8 and conform to 200-1.2.2.2 unless otherwise specified.

The screening gradation for a PMRE scrub seal must comply with the requirements of 200-1.2.2.2.

The contractor shall ensure that the selected bituminous material is compatible with the aggregate to be used. This may require conducting electrostatic testing of aggregate source before chip design to ensure that the binder selected is compatible with the potential sources of aggregate.

**302-16.3**      **Equipment.** Equipment shall conform to 302-2.3 with the addition of a scrub broom (See Appendix I). The scrub broom shall be a broom sled of angled nylon-bristled street brooms. The broom sled shall be attached to and pulled by the distributor truck. The broom sled must be equipped with the means to mechanically raise and lower

the scrub broom off and onto the road surface at designated points of completion and start up. It shall be towable in an elevated position to the next area of construction. The weight of the broom assembly shall be such that it does not squeegee the emulsion sealer off the roadway surface. Sandbags may be used to ensure contact is maintained.

**302-16.4 Roadway Surface Preparation.** Roadway surface preparation shall conform to 302-2.4.

Prior to the Scrub Seal operation on city streets, the Contractor shall remove any and all vegetation within the limits of the scrub seal by applying an approved herbicide.

The herbicide shall be applied at least 10 days prior to the chip seal operation, or as directed by the manufacturer of the approved herbicide. Herbicides shall be submitted by the contractor for approval by the Agency and shall be certified for use in the State of California for the specific use intended. The application of the herbicide shall be performed in accordance with all applicable regulations. Any and all fines or clean-up costs for unlawful misuse or discarding of herbicides shall be the sole responsibility of the Contractor. Mixtures and spread rates for the herbicides shall be determined by the manufacturer's specifications. Washing down of equipment or discarding of herbicides shall not enter the catch basins or positive drainage facilities.

Prior to the Scrub Seal operation, the Contractor shall remove all existing thermoplastic striping, thermoplastic legends and raised pavement markers within the scrub seal limits. When removing the raised pavement markers, the Contractor shall remove excessive adhesive left on pavement caused from the removal of raised pavement markers. Removal shall be done to the satisfaction of the Engineer.

Prior to the Scrub Seal operation, all personnel covers, drain inlet covers, monument covers, and all other utility covers shall be protected from the Contractor's scrub seal operations by applying a sheet of plastic, cut to fit, or placing a plastic bag over the exposed facilities or other methods approved by the Engineer. All traces of plastic, residual emulsion and chips shall be removed from all personnel covers, drain inlet covers, monument covers, and all other utility covers as quickly as possible, after the application of the scrub seal and/or prior to the final acceptance of the project.

Immediately prior to the Scrub Seal operations, the Contractor shall thoroughly clean the surface to receive scrub seal. The Contractor shall sweep the entire surface with power brooms to the satisfaction of the Engineer.

All cracks 1.5" in width or less shall be blown out with compressed air immediately prior to applying the PMRE so that it is allowed to penetrate and fill these cracks.

The Contractor shall furnish a computer generated schedule for the work, listing the dates on which individual streets or locations are to be closed to traffic for surfacing. The schedule shall detail the dates each street is to be micro-milled, scrub sealed, and when the final flush coat layer shall be applied. The Contractor shall adhere diligently to the work schedule in the prosecution of the work.

**302-16.5 Temporary Traffic Control.** Temporary traffic control to conform to 302-2.5.

**302-16.6 Application and Spreading.** Chip seal and flush coat shall be applied to the specified roadways where Scrub Seal is identified. Application and spreading shall conform to 302-2.6 and the following:

PMRE shall not be applied:

- a) when the atmospheric temperature is below 50°F or above 105°F
- b) until sufficient screenings are on hand to immediately cover the PMRE,
- c) more than 500 feet ahead of the completed initial rolling

In no case, shall the distributor truck advance more than 200 feet ahead of the screening spreader.

The contractor shall schedule PMRE application such that the PMRE breaks (turns from brown to black) before:

- a) the atmospheric temperature falls below 50°F,
- b) the pavement temperature falls below 60°F, and
- c) the time the lane is to be opened to traffic

PMRE must be heated to a temperature above 130°F but not exceed 180°F at the time of application.

The initial application rate shall be 0.32 gallon per square yard. The contractor may propose a different initial rate. If so requested by the Engineer, the Contractor shall apply PMRE to 100-foot test strips to assist in determination. The initial rate of application, and any adjustments thereto during application, shall be subject to approval by the Engineer.

Immediately following application, PMRE shall be scrubbed into the existing pavement surface with a scrub broom. Scrubbing shall fill cracks and voids, force the PMRE into the existing pavement surface, and distribute the PMRE uniformly over the roadway cross section.

Screenings shall be spread immediately after application and brooming of PMRE. Spreading of screenings shall conform to 302-2.6.4. The spread rate for screenings shall be between 16 to 25 lbs per square yard. The exact rate will be determined by the contractor. The rate shall be adjusted up or down as necessary to provide complete and uniform coverage over the PMRE and ensure that no bleeding occurs during rolling. The initial rate, and any adjustments thereto during spreading, shall be subject to approval by the Engineer.

Finishing including initial and final rolling, sweeping, and application of a flush coat shall conform to 302-2.7.

Allow at least three calendar days for cure time on the chip seal prior to applying flush coat.

The Contractor shall exercise care to prevent spillage of resurfacing material on concrete surfaces. All surfaces not designated to be resurfaced shall be cleaned

immediately before resurfacing any more streets. All streets are to be resurfaced from edge of pavement to edge of pavement and no overlap on concrete shall be permitted.

**302-16.7 Finishing.** Finishing shall conform to 302-2.7. The Contractor shall assume full liability and pay all costs associated with any claims made for cracked/broken windshields, damage to paint, etc. on roads scheduled for scrub seal at no cost to the City.

**302-16.8 Flush Coat.** Flush coat shall conform to 302-2.8.

Flush coat is not required on roads receiving a cape seal.

**302-16.9 Maintenance.** Maintenance shall conform to 302-2.9.

**302-16.10 Measurement.** Scrub seal will be measured by the square foot. The quantity of Scrub Seal to be paid will be determined by measuring the total area where Scrub Seal was placed. No payment will be made for materials not used or material placed outside of the limits specified in these contract documents unless directed by the Engineer.

Application rates of PMRE and screening will be verified utilizing calibration information from the distributor and spreader trucks used.

**302-16.11 Payment.** The payment for scrub seal will be made at the Contract Unit Price for "Polymer Modified Rejuvenating Emulsion (PMRE) Scrub Seal" per square foot and shall include full compensation for furnishing all labor, materials, equipment and incidentals for the following items:

- a) public notification
- b) surface preparation,
- c) materials, including the rejuvenating emulsion, screenings, and flush coat
- d) application and spreading,
- e) finishing
- f) sweeping,
- g) disposal, and
- h) maintenance of the completed scrub seal

**ADD:**

**302-17 CAPE SEAL.**

**302-17.1 General.** Cape seal shall consist of furnishing all labor, materials, tools, equipment, transportation, and incidentals necessary for constructing cape seal resurfacing.

Cape seal resurfacing includes an initial scrub seal conforming to 302-16 followed by Type II slurry seal surfacing conforming to 302-4.

**302-17.2 Materials.**

**302-17.2.1 Scrub Seal.** Scrub seal shall conform to 302-16.

- 302-17.2.1.1 Emulsified Asphalt.** Emulsified Asphalt shall conform to 203-3.4.7.
- 302-17.2.1.2 Modified Paving Asphalt.** Modified paving asphalt shall conform to 302-2.2.2.
- 302-17.2.1.3 Screenings.** Screenings shall be medium fine 5/16" x No. 8 and conform to 200-1.2.2.2.
- 302-17.2.2 Slurry Seal Surfacing.** Slurry seal surfacing methods shall be Type II and conform to 302-4.12 and 203-5.6.
- 302-17.3 Equipment.** Equipment shall conform to 302-16.3 and 302-4.5.
- 302-17.4 Roadway Surface Preparation.** Roadway surface preparation shall conform to 302-16.4.
- 302-17.5 Temporary Traffic Control.** Temporary traffic control shall conform to 302-2.5 and 302-4.7.
- 302-17.6 Application and Spreading.** Scrub seal and Type II RPMS slurry seal shall be applied to the specified roadways where Cape Seal is identified.
- Allow at least three calendar days for cure time on the chip seal prior to applying slurry seal surfacing.
- The Contractor shall exercise care to prevent spillage of resurfacing material on concrete surfaces. All surfaces not designated to be resurfaced shall be cleaned immediately before resurfacing any more streets. All streets are to be resurfaced from edge of pavement to edge of pavement and no overlap on concrete shall be permitted.
- 302-17.7 Finishing.** Finishing shall conform to the Standard Specifications and these Special Provisions.
- The Contractor shall assume full liability and pay all costs associated with any claims made for cracked/broken windshields, damage to paint, etc. on roads scheduled for cape seal at no cost to the City.
- 302-17.9 Maintenance.** Maintenance shall conform to the Standard Specifications and these Special Provisions.
- 302-17.10 Measurement.** Cape Seal will be measured by the square foot. The quantity of Cape Seal to be paid will be determined by measuring the total area where Cape Seal was placed. No payment will be made for materials not used or material placed outside of the limits specified in these contract documents unless directed by the Engineer.
- Application rates of PRME and screening we be verified utilizing calibration information from the distributor and spreader trucks used.
- 302-17.11 Payment.** The payment for cape seal will be made at the Contract Unit Price for "Cape Seal (PMRE Scrub Seal with Type II Slurry)" per square foot and shall include full compensation for furnishing all labor, materials, equipment, and incidentals for the following items:
- a) public notification
  - b) surface preparation
  - c) materials, including the rejuvenating emulsion, screenings, and Type II RPMS Slurry Seal

- d) application and spreading
- e) finishing
- f) sweeping
- g) disposal and
- h) maintenance of the completed scrub seal and cape seal

## **SECTION 314 – TRAFFIC STRIPING, CURB AND PAVEMENT MARKINGS, AND PAVEMENT MARKERS**

**314-1 GENERAL.** To the “GREENBOOK”, ADD the following:

All crosswalks required for this contract shall be in conformance with Standard Drawing SDM-116 for Continental Crosswalks.

The Contractor shall install all traffic striping, pavement markings, pavement markers and devices within 15 calendar days, and no less than 7 calendar days after the last coat of slurry has been applied in accordance with current standards regardless of the existing conditions and installation will include the proposed striping modifications as identified in the Contract Document. All striping modifications shall be coordinated by the Engineer.

Any traffic signage installation as required by the striping plans shall be installed concurrently or prior to the striping installation.

If any striping is removed in the vicinity of a school, the contractor shall re-install all striping prior to the first day of school.

Pedestrian crosswalks, limit lines, pavement arrows, pavement legends, diagonal markings, chevron markings and all bikeway markings shall be installed utilizing 125 mil thickness thermoplastic marking material. All markings noted as green should be skid/slip resistant and comply with the Federal Highway Administration’s *Interim Approval for Optional Use of Green Colored Pavement for Bike Lanes (IA-14)*.

**314-2.3 Payment.** To the “GREENBOOK”, DELETE in its entirety

**314-3.3 Payment.** To the “GREENBOOK”, DELETE in its entirety

**314-4.3.7 Payment.** To the “GREENBOOK”, DELETE in its entirety

**314-4.4.6 Payment.** To the “GREENBOOK”, DELETE in its entirety.

**314-5.7 Payment.** To the “GREENBOOK”, DELETE in its entirety and SUBSTITUTE with the following:

1. All work, materials, labor, costs, and time associated with removing traffic striping, pavement markings and thermoplastics, removal of pavement markers and devices, installing painted traffic striping and markings, installing thermoplastics, installing continental crosswalks, replacement and installation of new pavement markers and devices shall be included in the lump sum bid item for **“Remove, Replace & Install Traffic Striping, Markers, Markings, and Devices”** regardless of amount installed.

This Bid Item also includes payment for the removal of existing traffic striping, pavement markings, and pavement markers for streets requiring striping modifications as indicated below:

a) **“Nobel Dr Striping, Signage & Electrical Improvement”**

2. All work, material, labor, costs, and time associated with installing painted traffic striping and markings, installing thermoplastics, installing continental crosswalks, removing and installing traffic signage, installing pavement markers and devices, installing channelizers, and installing other markings in accordance with the Striping Plans in the following link:

[https://drive.google.com/drive/folders/1KVJBRVqE5bb80NwWyWtxmMD\\_iKLPKibD?usp=drive\\_link](https://drive.google.com/drive/folders/1KVJBRVqE5bb80NwWyWtxmMD_iKLPKibD?usp=drive_link)

Payment shall be included in the lump sum Bid items for each striping modification.

a) **“Nobel Dr Striping, Signage & Electrical Improvement”**

**SECTION 403 – MANHOLE, SURVEY MONUMENT, AND GATE VALVE FRAMES AND COVERS  
ADJUSTMENT AND RECONSTRUCTION**

**403-3 MANHOLES AND GATE VALVES IN ASPHALT CONCRETE PAVEMENT.** To the “WHITEBOOK”, item 1, DELETE in its entirety and SUBSTITUTE with the following:

1. Manhole, sewer, and water valve covers shall be raised to be level with the surrounding pavement surface when such appurtenance are a minimum of one inch (1”) below the final surface elevation after the slurry seal has been placed. Engineer to approve location prior to raising.

Appurtenance extending more than one inch (1”) above the road surface shall be marked out as mill & pave and asphalt ramped to smooth transition.

To the “WHITEBOOK”, ADD the following:

9. Manhole, sewer, and water valve covers shall be raised after the placement of the surface seal.

**403-4 SURVEY MONUMENTS.** To the “WHITEBOOK”, DELETE in its entirety and SUBSTITUTE with the following:

1. The casing and cover for survey monuments shall be adjusted to the new grade using riser rings, when such appurtenances are 1.5” to 3.75” below the final surface elevation, in accordance with Standard Drawing M-10B, “Street Survey Monument Overlay Adjustment” and Standard Drawing M-10C, “Street Survey Monument Notes”.
2. The Survey Monument Precast Concrete Pipe Box must be reconstructed in accordance with Standard Drawing M-10B for survey monuments that are greater than 0.5” and less than 1.5” below the final surface elevation or if the lid has been damaged.



3. The Survey Monument Precast Concrete Pipe Box must be reconstructed in accordance with Standard Drawings M-10A and Standard Drawings M-10B for survey monuments that are greater than 3.75" below the final surface elevation.
4. Survey monuments shall be adjusted or reconstructed after the placement of the surface seal.

**403-5**

**MEASUREMENT AND PAYMENT.** To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

1. The payment for Raising Appurtenances to Grade, including sewer and water valve covers, all casings, extensions, concrete collars, and any necessary items to complete the work shall be made at the Bid unit "**Raise Appurtenance to Grade (Water, Sewer)**" for each appurtenance raised.
2. The payment for adjusting existing survey monument, including casing, frame, ring, covers, extensions, grout, brick support, sand base and any other material to grade shall be included in the Contract Bid Unit Price for "**Adjust Existing Survey Monument to Grade**" for each survey monument raised.
3. The payment for reconstructing the Survey Monument Precast Concrete Pipe Box, monument casing, frame, ring, covers, extensions, grout, brick support, sand base, and any other material required to reconstruct the survey monument precast concrete pipe box shall be included in the Contract Bid Unit Price for "**Reconstruct Survey Monument Box**" for each the Survey Monument Precast Concrete Pipe box reconstructed.
4. The payment for raising sewer and storm drain Manholes to grade, including casings, rings, extensions, concrete collars, asphalt, and any other materials, shall be made at the Bid unit price for "**Adjust Existing Manhole Frame and Cover to Grade**" for each manhole adjusted.
5. The payment for replacing Survey Monument Lids shall be made at the Bid unit price "**Survey Monument Lids**" for each lid replacement.

**SECTION 404 – COLD MILLING**

**404-1**

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

8. Edges of milled areas shall be cut cleanly. The outside edges of the milled pavement may have a radius transition on the sides parallel to the cutting drum.
9. The presence of roots, pavement fabric, concrete, rubberized material or steel reinforcement within the depth to be cold milled have not been noted, marked out in the field, or quantified.
10. All milling shall be performed in such manner as to improve drainage, eliminate ponding, and re-establish gravity flow across intersections.
11. Material removed, regardless of removal method, shall be disposed of at a legal site.

12. Areas where excess asphalt resulting from successive overlay and or surface treatment, should be milled 6 foot wide, tapering from the lower edge at the edge of gutter to existing pavement surface.

Where specified in the contract documents and as specified by the Engineer, edge grind shall be tapered, 6 feet wide, along the edge of the street and along raised medians with gutters.

The edge grind shall remove variable depth from 0" to 2" of asphalt concrete. Additional edge cold milling may be required at various locations as determined by the Engineer.

13. Where edge milling and micro milling is specified for the same location, edge milling shall be performed in advance of micro milling and/or as directed by the Engineer. Edge milling shall mill the surface ½ inch above the lip of gutter. Micro milling shall be used to bring the milled surface flush with the lip of gutter in preparation for surface treatment.

**404-6 COLD MILLING OF COMPOSITE PAVEMENTS.** To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

1. The areas and depths of composite pavement to be cold milled, sawn, or cut have not been identified in the field nor the Contract Documents.
2. Any pavement fabric encountered within the depth to be cold milled shall be disposed of at an approved facility within the jurisdiction of work.

**404-6.1 Cold Milling Of Asphalt Concrete With Pavement Fabric Material.** To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

1. The area of pavement containing pavement fabric has not been measured out in the field, quantified, or identified in the Contract Documents.
2. Any pavement fabric encountered within the depth to be cold milled shall be disposed of at an approved facility within the jurisdiction of work.

**404-9 TRAFFIC SIGNAL LOOP DETECTORS.** To the "WHITEBOOK", ADD the following:

6. All damaged traffic detector loop and/or other detection systems located within or adjacent to the limits of work shall be replaced after resurfacing and striping. "Q" loops may be required at bike lanes. "E Modified" loops are required at stop bars. You shall install as many loops as necessary to meet current standards.

Loops may be installed in asphalt, concrete or any other material that may be encountered during installation.

**404-11 Measurement.** To the "WHITEBOOK" add the following:

2. Measurement for edge grinding asphalt concrete prior to surface seals shall be of actual areas authorized by the Engineer based on your submitted itemized list and shall be in lineal feet based on 1 foot by 6-foot (0.3 m by 1.8 m) drum width .

**404-12**

**PAYMENT.** To the "WHITEBOOK", item 1 and item 4, DELETE in their entirety and SUBSTITUTE with the following:

1. The payment for installation of traffic detector loops and conduits shall be included in the bid item **"Traffic Detector Loop Replacement or Conduit Stub Installed"** for each loop or conduit installed. No additional payment shall be made for loop, detector, or conduit type.

No additional payment shall be made for milling, grinding, or saw cutting concrete, asphalt pavement fabric, and any other material that may be encountered during the installation.

4. The payment for cold milling of the existing pavement shall be included in the contract bid unit price for which the milling is required **"Asphalt Pavement Repair"**, and/or **"Crushed Miscellaneous Base"**, including hauling and disposal of milled material.

No additional payment shall be made for root pruning, milling, grinding, hauling, disposal or saw cutting concrete, and any other material that may be encountered during the installation.

No additional payment shall be made for the milling and grinding of pavement fabric.

To the "WHITEBOOK", ADD the following:

5. The payment for the hauling and disposal of asphalt pavement and fabric shall be included in the bid item **"Asphalt Concrete with Pavement Fabric Material"** per ton.

Payment for milling, grinding, or saw cutting asphalt pavement fabric shall be made included in the contract bid unit price for which the milling is required **"Asphalt Pavement Repair"**, and/or **"Crushed Miscellaneous Base"**.

6. The payment for edge grinding asphalt concrete, including hauling and disposal of milled material, shall be included in the Contract Price for **"Edge Grind AC Pavement"** per LF.

**SECTION 405 - MICRO-MILLING**

**405-1**

**GENERAL.** To the "GREENBOOK", ADD the following:

Areas identified in the contract documents shall be micro-milled after the asphalt pavement repairs, base repairs, and/or edge grinding are completed.

**405-4**

**WORK SITE MAINTENANCE.** To the "GREENBOOK", ADD the following.

A self-loading motorized street sweeper equipped with both brooms and a vacuum system, and a functional water spray system shall immediately follow the milling machine. Sweeping shall continue until loose millings have been completely removed and as requested by the Engineer. The Contractor shall maintain the micro-milled surface until the surface treatment is applied.

**405-7 PAYMENT.** To the "GREENBOOK", DELETE in its entirety and SUBSTITUTE with the following:

Payment for micro-milling will be made at the unit price per square foot for "**Micro-Mill AC Pavement (<1)**".

## **SECTION 601 – TEMPORARY TRAFFIC CONTROL FOR CONSTRUCTION AND MAINTENANCE WORK ZONES**

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

Engineered TCP (2 feet x 3 feet size) may be required at some locations if requested by the City Traffic Control Section. The Contractor shall submit engineered plans for approval prior to initiating work at the identified locations.

**601-3.5.1 General.** To the "WHITEBOOK", item 3, DELETE in its entirety and SUBSTITUTE with the following:

3. Temporary "No Parking" and "No Stopping" signs shall be installed **72 hours** before enforcement. Temporary "No Parking" and "No Stopping" signs shall be installed and removed as specified in the WHITEBOOK. Signs shall indicate specific days, dates, and times of restriction. If violations occur, call Police Dispatch 619-531-2000 to enforce the Tow-Away notice.

**601-7 PAYMENT.** To the "WHITEBOOK", item 1, item 2, and item 4, DELETE in their entirety and SUBSTITUTE with the following:

1. The payment for traffic control Working Drawings, permits, traffic control Work including any traffic control devices that may be required by the City, shall be included in Lump Sum Bid Item for "**Traffic Control and Working Drawings.**"
2. The Allowance Bid item for "**Engineered Traffic Control Plans and Additional Traffic Control (EOC Type I)**" shall include the payment for preparing Engineered Traffic Control plans and any additional traffic control that may be required to implement the plans.
4. No separate or additional payment shall be made for the following: operation maintenance, repair, or replacement of Temporary Traffic (TTC) zone devices; all traffic control devices, required signs, notices, and detours; Working Drawings, Traffic Control Plans; Labor; and Traffic Control for asphalt pavement repair, surface seal, striping, loop installation, raising appurtenances (manholes, monuments, valves), or any other material relating to traffic control work.

## **SECTION 700 – DETECTORS**

**700-5.1 Vehicle Detectors.** To the "WHITEBOOK", ADD the following:

7. Detector lead-in cables shall be installed where new Type 'Q' Detector loops are specified per the provided striping plans.

## SECTION 701 – CONSTRUCTION

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

- u) The payment for furnishing and installing detector lead-in cable connecting new or existing traffic signal loops to controller shall be included in the Bid item **“Detector Lead-in Cable”** per LF installed.

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

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

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

**1001-1.11 Post-Construction Requirements.** To the “WHITEBOOK”, item 2, DELETE in its entirety and SUBSTITUTE with the following:

2. You shall mark every storm drain inlet within the project boundaries with stenciled inlet markings or imbedded concrete stamps. You shall use stenciled inlet markings on existing inlets and concrete stamps on new inlets. On curb inlets, the concrete stamp or stenciled inlet markings shall be placed on the top of the curb at the inlet roof. On catch basins, the concrete stamp shall be imprinted next to the inlet grate.

To the “WHITEBOOK”, ADD the following:

5. You shall remove any damaged decal-disk inlet markers.
6. You shall comply with the following post-construction requirements: Storm Drain Inlet Markings.
7. The stencil shall be approximately 3' x 7-1/4" in size.
8. White and blue waterborne traffic paint shall be used for the inlet markings.
9. You shall apply a white base with stenciled blue lettering.
10. You shall allow sufficient time for the base to dry prior to applying the lettering.
11. A copy of the stencil shall be provided at the pre-construction meeting.

**1001-4.2 Payment.** To the “WHITEBOOK”, ADD the following:

4. All work, materials, labor, costs, and time associated with installing stenciled inlet marking shall be paid at the unit bid price **“Post-construction Requirements – Inlet Markings”** for each stenciled marking installed.
5. The unit bid price for **“Post-construction Requirements – Inlet Markings”** shall include the cost of removal of any decal-disk inlet markers.

**SUPPLEMENTARY SPECIAL PROVISIONS**  
**APPENDICES**

**APPENDIX A**  
**NOTICE OF EXEMPTION**

## NOTICE OF EXEMPTION

TO:   X   Recorder County Clerk  
P.O. Box 1750, MS-A-33  
1600 Pacific Hwy, Room 260  
San Diego, CA 92101-2422

FROM: City of San Diego Planning Department  
9485 Aero Drive, MS 413  
San Diego, CA 92123

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

**PROJECT TITLE:** Approval of the Fiscal Year 2024 Road Maintenance and Rehabilitation Account (RMRA) Project List: Slurry Seal Groups 2421, 2422, 2423, and 2424

**PROJECT LOCATION-SPECIFIC:** The projects are located in the following Community Planning Areas: Barrio Logan, City Heights, College Area, Eastern Area, Encanto, Kensington- Talmadge, Otay Mesa, Otay Mesa-Nestor, Skyline-Paradise Hills, Southeastern San Diego, Balboa Park, Centre City, Clairemont Mesa, Greater North Park, Kearny Mesa, Mission Valley, Navajo, Ocean Beach, Pacific Beach, Peninsula, Serra Mesa, Uptown, Clairemont Mesa, Mira Mesa, Black Mountain Ranch, Carmel Mountain Ranch, Carmel Valley, La Jolla, Rancho Bernardo, Rancho Penasquitos, Scripps Miramar Ranch, Torrey Highlands, and Torrey Hills in Council Districts 1, 2, 3, 4, 5, 6, 7, 8, and 9. See Exhibit A, Location List, for specific locations.

**PROJECT LOCATION-CITY/COUNTY:** San Diego/San Diego

**DESCRIPTION OF NATURE AND PURPOSE OF THE PROJECT:** City Council approval of the Fiscal Year 2024 Road Maintenance and Rehabilitation Account project list, which includes Slurry Seal Group 2421, Slurry Seal Group 2422, Slurry Seal Group 2423, and Slurry Seal Group 2424, (hereinafter referred to as the “Slurry Seal Group projects”). The proposed action would also authorize the Mayor, or his designee, to advertise, award, and execute 4 construction contracts for the Slurry Seal Group projects.

The Slurry Seal Group projects included in the FY 24 RMRA list involve the application of both slurry seal and scrub/cape seal treatments on roads throughout the City as identified in Exhibit A. The application of a slurry seal, which consists of sand, emulsion and water applied in a thin layer up to 3/8 of an inch thick on a street surface, can protect and preserve the street pavement for approximately 3-7 years. A scrub seal is an application that includes the use of brooms to guide asphalt emulsion into pavement distresses to ensure sealing of the road. This is then followed by the placement of crushed rock and then one layer of slurry seal treatment for a smooth surface. The use of this type of treatment can help address minor cracks, including low severity alligator cracking, and can be used when a stand-alone slurry seal does not adequately address the distresses found on the roadway. The Slurry Seal Group projects would involve furnishing all labor, materials, equipment, services, and construction related to slurry seal work on existing paved roadways in various areas throughout the City of San Diego. Additional work includes: placement of rubber polymer modified slurry (RPMS), crack sealing, removal of humps and pavement irregularities, asphalt mill and pave, and dig outs, pavement base repairs, replacing traffic signal detection loops and stub outs, adjusting existing City manhole frames and covers to grade, raising survey monuments, street and sidewalk sweeping, removal and replacement of existing thermoplastic striping and markings/legends, traffic control drawings and permits, storm drain inlet protection, installation of inlet markings, sediment control, and possible night and weekend work. In addition, the Resurfacing Program works closely with the City’s Multimodal Program to implement bicycle striping and safety improvements as part of slurry seal and asphalt overlay projects. The Resurfacing Program constructs approximately three quarters of these bicycle network improvements, mostly via slurry seal projects. High-visibility crosswalk striping is also installed after application of cape seal or slurry seal to improve pedestrian crossings. Transnet funding will be allocated to this year’s slurry seal and scrub/cape seal projects to fund bike



improvements. All work would occur within the public right-of-way (paved streets) or previously disturbed non-sensitive areas only, and outside of the City's Multi-Habitat Planning Area (MHPA). No sensitive vegetation would be impacted or removed. Storm Water Best Management Practices (BMPs) for erosion control preventing discharge, as well as Traffic Control Plan (TCP) would be implemented throughout construction.

NAME OF PUBLIC AGENCY APPROVING PROJECT: City of San Diego

NAME OF PERSON OR AGENCY CARRYING OUT PROJECT: City of San Diego Transportation Department, 2781 Caminito Chollas, San Diego, CA 92105. Contact: Joshua Lahmann, Senior Engineer- Civil. E-mail: [JLahmann@sandiego.gov](mailto:JLahmann@sandiego.gov). Phone Number: (619) 527-7509.

EXEMPT STATUS:

- MINISTERIAL
- DECLARED EMERGENCY
- EMERGENCY PROJECT
- CATEGORICAL EXEMPTION: CEQA Guidelines Section 15301(c) (Existing Facilities)
- STATUTORY EXEMPTION
- COMMON SENSE EXEMPTION

REASONS WHY PROJECT IS EXEMPT:

The City of San Diego conducted an environmental review that determined the project would not have the potential for causing a significant effect on the environment pursuant to CEQA Guidelines Section 15301(c) (Existing Facilities) which consists of the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of existing or former use. This includes existing highways and streets, sidewalks, gutters, bicycle and pedestrian trails, and similar facilities (this includes road grading for the purpose of public safety), and other alterations such as the addition of bicycle facilities, including but not limited to bicycle parking, bicycle-share facilities and bicycle lanes, transit improvements such as bus lanes, pedestrian crossings, street trees, and other similar alterations that do not create additional automobile lanes. The exceptions listed in CEQA Guidelines Section 15300.2 would not apply in that no cumulative impacts were identified, no significant effects on the environment were identified, the project is not adjacent to a scenic highway, and no historical resources would be affected by the action.

As to the exception for hazardous materials, there are locations listed on GeoTracker and EnviroStor within 1,000 feet of the public right-of-way. While these locations are listed, the proposed projects would not involve ground disturbance which would expose potential hazardous materials, and as such would not preclude the use of a CEQA exemption pursuant to Section 65962.5 of the Government Code.

CONTACT PERSON: Greg Johansen, Senior Planner  
City of San Diego Planning Department  
9485 Aero Drive, MS 413  
San Diego, CA 92123

IF FILED BY APPLICANT:

- 1. ATTACH CERTIFIED DOCUMENT OF EXEMPTION FINDING
- 2. HAS A NOTICE OF EXEMPTION BEEN FILED BY THE PUBLIC AGENCY APPROVING THE PROJECT?  
 YES  NO

IT IS HEREBY CERTIFIED THAT THE CITY OF SAN DIEGO HAS DETERMINED THE ABOVE ACTIVITY TO BE EXEMPT FROM CEQA.

*Gregory Johansen*

Greg Johansen, Senior Planner  
City of San Diego Planning Department

4/7/2023

Date

CHECK ONE:

SIGNED BY LEAD AGENCY

DATE RECEIVED FOR FILING WITH COUNTY CLERK OR OPR:

SIGNED BY APPLICANT

ATTACHMENT(S): Exhibit A: City of San Diego – Transportation Department FY 24 Road Maintenance and Rehabilitation Account Project List

**FY2024 Road Maintenance and Rehabilitation Account Project List**

Project Title	Segment ID	Street Name	Cross Street 1	Cross Street 2	Council District	Project Location (Community Planning Area)	Activity	Project Description	Estimated Construction Dates		Estimated Useful Life (# of years)		Functional Classification
									Begin	End	Min	Max	
S2422	SS-004992-PV1	BROOKES AV	BROOKES TR	ALBERT ST	3	UPTOWN	AC - Cape Seal	Scrub Seal w/ Type II Slurry	02/2024	07/2024	5	8	Residential
S2422	SS-004991-PV1	BROOKES AV	ALBERT ST	HERBERT ST	3	UPTOWN	AC - Cape Seal	Scrub Seal w/ Type II Slurry	02/2024	07/2024	5	8	Residential
S2422	SS-007377-PV1	CLEVELAND AV	TYLER AV	VAN BUREN AV	3	UPTOWN	AC - Cape Seal	Scrub Seal w/ Type II Slurry	02/2024	07/2024	5	8	Collector
S2422	SS-007376-PV1	CLEVELAND AV	VAN BUREN AV	MEADE AV	3	UPTOWN	AC - Cape Seal	Scrub Seal w/ Type II Slurry	02/2024	07/2024	5	8	Collector
S2422	SS-018579-PV1	MISSION CLIFF DR	CARMELINA DR	LOMITAS DR	3	UPTOWN	AC - Cape Seal	Scrub Seal w/ Type II Slurry	02/2024	07/2024	5	8	Residential
S2422	SS-001851-PV1	AERO DR	JOHN J MONTGOMERY DR	CORPORATE CT	7	KEARNY MESA	AC - Cape Seal	Scrub Seal w/ Type II Slurry	02/2024	07/2024	5	8	Major
S2422	SS-001853-PV1	AERO DR	RUFFIN RD	WEST CANYON AV	7	KEARNY MESA	AC - Cape Seal	Scrub Seal w/ Type II Slurry	02/2024	07/2024	5	8	Major
S2422	SS-001852-PV1	AERO DR	AFTON RD	JOHN J MONTGOMERY DR	7	KEARNY MESA	AC - Cape Seal	Scrub Seal w/ Type II Slurry	02/2024	07/2024	5	8	Major
S2422	SS-001844-PV1	AERO DR	AERO CT	AFTON RD	7	KEARNY MESA	AC - Cape Seal	Scrub Seal w/ Type II Slurry	02/2024	07/2024	5	8	Major
S2422	SS-001845-PV1	AERO DR	KEARNY VILLA RD	AERO CT	7	KEARNY MESA	AC - Cape Seal	Scrub Seal w/ Type II Slurry	02/2024	07/2024	5	8	Major
S2422	SS-001843-PV1	AERO DR	CORPORATE CT	RUFFIN RD	7	KEARNY MESA	AC - Cape Seal	Scrub Seal w/ Type II Slurry	02/2024	07/2024	5	8	Major
S2422	SS-022714-PV1	RANCHO MISSION RD	SAN DIEGO MISSION RD	FRIARS RD	7	MISSION VALLEY	AC - Cape Seal	Scrub Seal w/ Type II Slurry	02/2024	07/2024	5	8	Collector
S2422	SS-022715-PV1	RANCHO MISSION RD	WARD RD	SAN DIEGO MISSION RD	7	MISSION VALLEY	AC - Cape Seal	Scrub Seal w/ Type II Slurry	02/2024	07/2024	5	8	Collector
S2422	SS-028259-PV1	WARD RD	CAM DEL RIO NORTH	RANCHO MISSION RD	7	MISSION VALLEY	AC - Cape Seal	Scrub Seal w/ Type II Slurry	02/2024	07/2024	5	8	Collector
S2422	SS-001818-PV1	ADOBE FALLS RD	WARING RD	ALVARADO CANYON RD	7	NAVAJO	AC - Cape Seal	Scrub Seal w/ Type II Slurry	02/2024	07/2024	5	8	Collector
S2422	SS-003833-PV1	BEAVER LAKE CT	BEAVER LAKE DR	END	7	NAVAJO	AC - Cape Seal	Scrub Seal w/ Type II Slurry	02/2024	07/2024	5	8	Residential
S2422	SS-003836-PV1	BEAVER LAKE DR	BOULDER LAKE AV	BEAVER LAKE CT	7	NAVAJO	AC - Cape Seal	Scrub Seal w/ Type II Slurry	02/2024	07/2024	5	8	Residential
S2422	SS-003838-PV1	BEAVER LAKE DR	BISBY LAKE AV	LAKE MURRAY (NW FTG) BL	7	NAVAJO	AC - Cape Seal	Scrub Seal w/ Type II Slurry	02/2024	07/2024	5	8	Residential
S2422	SS-003837-PV1	BEAVER LAKE DR	BEAVER LAKE CT	BISBY LAKE AV	7	NAVAJO	AC - Cape Seal	Scrub Seal w/ Type II Slurry	02/2024	07/2024	5	8	Residential
S2422	SS-004304-PV1	BISBY LAKE AV	BEAVER LAKE DR	SAN CARLOS DR	7	NAVAJO	AC - Cape Seal	Scrub Seal w/ Type II Slurry	02/2024	07/2024	5	8	Residential
S2422	SS-005107-PV1	BUDLONG LAKE AV	LAKE ANDRITA AV	LAKE ADLON DR	7	NAVAJO	AC - Cape Seal	Scrub Seal w/ Type II Slurry	02/2024	07/2024	5	8	Residential
S2422	SS-008128-PV1	COWLES MTN BL	MORNING MIST CT	RAINSWEPT WY	7	NAVAJO	AC - Cape Seal	Scrub Seal w/ Type II Slurry	02/2024	07/2024	5	8	Major
S2422	SS-008129-PV1	COWLES MTN BL	SUNTREE PL	MORNING MIST CT	7	NAVAJO	AC - Cape Seal	Scrub Seal w/ Type II Slurry	02/2024	07/2024	5	8	Major
S2422	SS-008130-PV1	COWLES MTN BL	ACUFF DR	SUNTREE PL	7	NAVAJO	AC - Cape Seal	Scrub Seal w/ Type II Slurry	02/2024	07/2024	5	8	Major
S2422	SS-010813-PV1	FAIRMOUNT AV	SAN DIEGO MISSION RD	VANDEVER AV	7	NAVAJO	AC - Cape Seal	Scrub Seal w/ Type II Slurry	02/2024	07/2024	5	8	Major
S2422	SS-012165-PV1	GLACIER AV	RIVERDALE ST	MISSION GORGE RD	7	NAVAJO	AC - Cape Seal	Scrub Seal w/ Type II Slurry	02/2024	07/2024	5	8	Residential
S2422	SS-014751-PV1	JUNE LAKE DR	BOULDER LAKE AV	LAKE MURRAY (NW FTG) BL	7	NAVAJO	AC - Cape Seal	Scrub Seal w/ Type II Slurry	02/2024	07/2024	5	8	Residential
S2422	SS-016473-PV1	LINDA LN	MADRA AV	DWANE AV	7	NAVAJO	AC - Cape Seal	Scrub Seal w/ Type II Slurry	02/2024	07/2024	5	8	Residential
S2422	SS-017180-PV1	MADRA AV	ELMHURST DR	NORMAN LN	7	NAVAJO	AC - Cape Seal	Scrub Seal w/ Type II Slurry	02/2024	07/2024	5	8	Prime
S2422	SS-017182-PV1	MADRA AV	NORMAN LN	LINDA LN	7	NAVAJO	AC - Cape Seal	Scrub Seal w/ Type II Slurry	02/2024	07/2024	5	8	Prime
S2422	SS-017181-PV1	MADRA AV	LINDA LN	DWANE AV	7	NAVAJO	AC - Cape Seal	Scrub Seal w/ Type II Slurry	02/2024	07/2024	5	8	Prime
S2422	SS-017502-PV1	MARGERUM AV	FONTAINE ST	QUIET SLOPE DR	7	NAVAJO	AC - Cape Seal	Scrub Seal w/ Type II Slurry	02/2024	07/2024	5	8	Collector
S2422	SS-019084-PV1	MORNING MIST CT	BEGIN	COWLES MTN BL	7	NAVAJO	AC - Cape Seal	Scrub Seal w/ Type II Slurry	02/2024	07/2024	5	8	Residential
S2422	SS-022645-PV1	RAINSWEPT LN	BEGIN	RAINSWEPT WY	7	NAVAJO	AC - Cape Seal	Scrub Seal w/ Type II Slurry	02/2024	07/2024	5	8	Residential
S2422	SS-022644-PV1	RAINSWEPT LN	RAINSWEPT WY	END	7	NAVAJO	AC - Cape Seal	Scrub Seal w/ Type II Slurry	02/2024	07/2024	5	8	Residential
S2422	SS-022646-PV1	RAINSWEPT WY	COWLES MTN BL	RAINSWEPT LN	7	NAVAJO	AC - Cape Seal	Scrub Seal w/ Type II Slurry	02/2024	07/2024	5	8	Residential
S2422	SS-024677-PV1	SEAMAN ST	DELBARTON ST	ORCUTT AV	7	NAVAJO	AC - Cape Seal	Scrub Seal w/ Type II Slurry	02/2024	07/2024	5	8	Residential
S2422	SS-025957-PV1	SUNTREE PL	BEGIN	COWLES MTN BL	7	NAVAJO	AC - Cape Seal	Scrub Seal w/ Type II Slurry	02/2024	07/2024	5	8	Residential
S2422	SS-027437-PV1	VANDEVER AV	RIVERDALE ST	MISSION GORGE RD	7	NAVAJO	AC - Cape Seal	Scrub Seal w/ Type II Slurry	02/2024	07/2024	5	8	Prime
S2422	SS-027429-PV1	VANDEVER AV	FAIRMOUNT AV	RIVERDALE ST	7	NAVAJO	AC - Cape Seal	Scrub Seal w/ Type II Slurry	02/2024	07/2024	5	8	Prime
S2422	SS-027432-PV1	VANDEVER AV	HOLABIRD ST	CRAWFORD ST	7	NAVAJO	AC - Cape Seal	Scrub Seal w/ Type II Slurry	02/2024	07/2024	5	8	Residential
S2422	SS-027430-PV1	VANDEVER AV	MISSION GORGE RD	DECENA DR	7	NAVAJO	AC - Cape Seal	Scrub Seal w/ Type II Slurry	02/2024	07/2024	5	8	Residential
S2422	SS-027431-PV1	VANDEVER AV	DECENA DR	HOLABIRD ST	7	NAVAJO	AC - Cape Seal	Scrub Seal w/ Type II Slurry	02/2024	07/2024	5	8	Residential
S2422	SS-028225-PV1	WALTER AV	WINONA AV	51ST ST	7	NAVAJO	AC - Cape Seal	Scrub Seal w/ Type II Slurry	02/2024	07/2024	5	8	Residential
S2422	SS-028275-PV1	WARING RD	I-8 RA	ADOBE FALLS RD	7	NAVAJO	AC - Cape Seal	Scrub Seal w/ Type II Slurry	02/2024	07/2024	5	8	Major
S2422	SS-012467-PV1	GRAMERCY DR	PASTERNAK PL	MISSION VILLAGE DR	7	SERRA MESA	AC - Cape Seal	Scrub Seal w/ Type II Slurry	02/2024	07/2024	5	8	Major
S2422	SS-012464-PV1	GRAMERCY DR	TOWSER ST	MOBLEY ST	7	SERRA MESA	AC - Cape Seal	Scrub Seal w/ Type II Slurry	02/2024	07/2024	5	8	Major
S2422	SS-012465-PV1	GRAMERCY DR	MOBLEY ST	PASTERNAK PL	7	SERRA MESA	AC - Cape Seal	Scrub Seal w/ Type II Slurry	02/2024	07/2024	5	8	Major
S2422	SS-012466-PV1	GRAMERCY DR	GREYLING DR	TOWSER ST	7	SERRA MESA	AC - Cape Seal	Scrub Seal w/ Type II Slurry	02/2024	07/2024	5	8	Major
S2423	SS-002683-PV1	ARGONNE ST	GAYLORD DR	GLASGOW DR	6	CLAIREMONT MESA	AC - Cape Seal	Scrub Seal w/ Type II Slurry	04/2024	09/2024	5	8	Residential
S2423	SS-003664-PV1	BAXTER ST	BAXTER CT	COBB DR	6	CLAIREMONT MESA	AC - Cape Seal	Scrub Seal w/ Type II Slurry	04/2024	09/2024	5	8	Residential
S2423	SS-003666-PV1	BAXTER ST	LEHRER DR	FIRESTONE ST	6	CLAIREMONT MESA	AC - Cape Seal	Scrub Seal w/ Type II Slurry	04/2024	09/2024	5	8	Residential
S2423	SS-003665-PV1	BAXTER ST	FIRESTONE ST	BAXTER CT	6	CLAIREMONT MESA	AC - Cape Seal	Scrub Seal w/ Type II Slurry	04/2024	09/2024	5	8	Residential
S2423	SS-003782-PV1	BEADNELL WY	MT ABERNATHY AV	CANNINGTON DR	6	CLAIREMONT MESA	AC - Cape Seal	Scrub Seal w/ Type II Slurry	04/2024	09/2024	5	8	Residential
S2423	SS-003781-PV1	BEADNELL WY	CANNINGTON DR	BERWICK DR	6	CLAIREMONT MESA	AC - Cape Seal	Scrub Seal w/ Type II Slurry	04/2024	09/2024	5	8	Residential
S2423	SS-006295-PV1	CARIB CT	WINNEBAGO AV	END	6	CLAIREMONT MESA	AC - Cape Seal	Scrub Seal w/ Type II Slurry	04/2024	09/2024	5	8	Residential
S2423	SS-007138-PV1	CHICKASAW CT	WINNEBAGO AV	GENESE AV	6	CLAIREMONT MESA	AC - Cape Seal	Scrub Seal w/ Type II Slurry	04/2024	09/2024	5	8	Residential
S2423	SS-007139-PV1	CHICKASAW CT	CHINOOK CT	WINNEBAGO AV	6	CLAIREMONT MESA	AC - Cape Seal	Scrub Seal w/ Type II Slurry	04/2024	09/2024	5	8	Residential
S2423	SS-007150-PV1	CHINOOK CT	WINNEBAGO AV	CHICKASAW CT	6	CLAIREMONT MESA	AC - Cape Seal	Scrub Seal w/ Type II Slurry	04/2024	09/2024	5	8	Residential
S2423	SS-007472-PV1	COBB DR	NOAH WY	DIANE AV	6	CLAIREMONT MESA	AC - Cape Seal	Scrub Seal w/ Type II Slurry	04/2024	09/2024	5	8	Residential
S2423	SS-007470-PV1	COBB DR	COBB CT	BAXTER ST	6	CLAIREMONT MESA	AC - Cape Seal	Scrub Seal w/ Type II Slurry	04/2024	09/2024	5	8	Residential
S2423	SS-007469-PV1	COBB DR	COBB PL	COBB CT	6	CLAIREMONT MESA	AC - Cape Seal	Scrub Seal w/ Type II Slurry	04/2024	09/2024	5	8	Residential
S2423	SS-007471-PV1	COBB DR	BAXTER ST	NOAH WY	6	CLAIREMONT MESA	AC - Cape Seal	Scrub Seal w/ Type II Slurry	04/2024	09/2024	5	8	Residential
S2423	SS-007473-PV1	COBB PL	BEGIN	COBB DR	6	CLAIREMONT MESA	AC - Cape Seal	Scrub Seal w/ Type II Slurry	04/2024	09/2024	5	8	Residential
S2423	SS-030197-PV1	CONRAD AV	DAWNE ST	LONGFORD ST	6	CLAIREMONT MESA	AC - Cape Seal	Scrub Seal w/ Type II Slurry	04/2024	09/2024	5	8	Residential
S2423	SS-030192-PV1	CONRAD AV	DIANE AV	AMNEST ST	6	CLAIREMONT MESA	AC - Cape Seal	Scrub Seal w/ Type II Slurry	04/2024	09/2024	5	8	Residential
S2423	SS-030194-PV1	CONRAD AV	ARTESIAN ST	DAWNE ST	6	CLAIREMONT MESA	AC - Cape Seal	Scrub Seal w/ Type II Slurry	04/2024	09/2024	5	8	Residential
S2423	SS-030193-PV1	CONRAD AV	AMNEST ST	ARTESIAN ST	6	CLAIREMONT MESA	AC - Cape Seal	Scrub Seal w/ Type II Slurry	04/2024	09/2024	5	8	Residential
S2423	SS-019158-PV1	MT ACADIA BL	ACWORTH AV	MT ARARAT DR	6	CLAIREMONT MESA	AC - Cape Seal	Scrub Seal w/ Type II Slurry	04/2024	09/2024	5	8	Prime
S2423	SS-019164-PV1	MT ACADIA BL	MT ARARAT DR	MT BLANCA DR	6	CLAIREMONT MESA	AC - Cape Seal	Scrub Seal w/ Type II Slurry	04/2024	09/2024	5	8	Prime
S2423	SS-019159-PV1	MT ACADIA BL	MT ABBEY AV	ACWORTH AV	6	CLAIREMONT MESA	AC - Cape Seal	Scrub Seal w/ Type II Slurry	04/2024	09/2024	5	8	Prime
S2423	SS-019160-PV1	MT ACADIA BL	VIA CARANCHO	MT ABBEY AV	6	CLAIREMONT MESA	AC - Cape Seal	Scrub Seal w/ Type II Slurry	04/2024	09/2024	5	8	Prime
S2423	SS-019184-PV1	MT ADA RD	MT ABRAHAM AV	MT RIAS PL	6	CLAIREMONT MESA	AC - Cape Seal	Scrub Seal w/ Type II Slurry	04/2024	09/2024	5	8	Residential
S2423	SS-019183-PV1	MT ADA RD	MT RIAS PL	MT ALBERTINE AV	6	CLAIREMONT MESA	AC - Cape Seal	Scrub Seal w/ Type II Slurry	04/2024	09/2024	5	8	Residential
S2423	SS-019304-PV1	MT CASAS CT	BEGIN	MT CASAS DR	6	CLAIREMONT MESA	AC - Cape Seal	Scrub Seal w/ Type II Slurry	04/2024	09/2024	5	8	Residential
S2423	SS-019307-PV1	MT CASAS DR	MT CASAS CT	MT CULEBRA AV	6	CLAIREMONT MESA	AC - Cape Seal	Scrub Seal w/ Type II Slurry	04/2024	09/2024	5	8	Residential
S2423	SS-019305-PV1	MT CASAS DR	MT CULEBRA AV	MT CASTLE AV	6	CLAIREMONT MESA	AC - Cape Seal	Scrub Seal w/ Type II Slurry	04/2024	09/2024	5	8	Residential
S2423	SS-019306-PV1	MT CASAS DR	MT DURBAN DR	MT CASAS CT	6	CLAIREMONT MESA	AC - Cape Seal	Scrub Seal w/ Type II Slurry	04/2024	09/2024	5	8	Residential
S2423	SS-019323-PV1	MT DURBAN DR	MT CASAS DR	MT CULEBRA AV	6	CLAIREMONT MESA	AC - Cape Seal	Scrub Seal w/ Type II Slurry	04/2024	09/2024	5	8	Residential

**FY2024 Road Maintenance and Rehabilitation Account Project List**

Project Title	Segment ID	Street Name	Cross Street 1	Cross Street 2	Council District	Project Location (Community Planning Area)	Activity	Project Description	Estimated Construction Dates		Estimated Useful Life (# of years)		Functional Classification
									Begin	End	Min	Max	
S2423	SS-019361-PV1	MT FRISEL DR	MT HERBERT AV	MT FORAKER AV	6	CLAIREMONT MESA	AC - Cape Seal	Scrub Seal w/ Type II Slurry	04/2024	09/2024	5	8	Residential
S2423	SS-019362-PV1	MT FRISEL DR	MT FORAKER AV	MT EVEREST BL	6	CLAIREMONT MESA	AC - Cape Seal	Scrub Seal w/ Type II Slurry	04/2024	09/2024	5	8	Residential
S2423	SS-019365-PV1	MT GAYWAS DR	MT HERBERT AV	MT FORAKER AV	6	CLAIREMONT MESA	AC - Cape Seal	Scrub Seal w/ Type II Slurry	04/2024	09/2024	5	8	Residential
S2423	SS-019370-PV1	MT HAY DR	MT HERBERT AV	MT FORAKER AV	6	CLAIREMONT MESA	AC - Cape Seal	Scrub Seal w/ Type II Slurry	04/2024	09/2024	5	8	Residential
S2423	SS-019371-PV1	MT HAY DR	MT FORAKER AV	MT EVEREST BL	6	CLAIREMONT MESA	AC - Cape Seal	Scrub Seal w/ Type II Slurry	04/2024	09/2024	5	8	Residential
S2423	SS-022991-PV1	REGENTS RD	CLAIREMONT MESA BL	PENNANT WY	6	CLAIREMONT MESA	AC - Cape Seal	Scrub Seal w/ Type II Slurry	04/2024	09/2024	5	8	Major
S2423	SS-028962-PV1	WINNEBAGO AV	CARIB CT	CHICKASAW CT	6	CLAIREMONT MESA	AC - Cape Seal	Scrub Seal w/ Type II Slurry	04/2024	09/2024	5	8	Residential
S2423	SS-028963-PV1	WINNEBAGO AV	CHINOOK CT	CARIB CT	6	CLAIREMONT MESA	AC - Cape Seal	Scrub Seal w/ Type II Slurry	04/2024	09/2024	5	8	Residential
S2423	SS-003396-PV1	BALBOA AV	CONVOY ST	MERCURY ST	6	KEARNY MESA	AC - Cape Seal	Scrub Seal w/ Type II Slurry	04/2024	09/2024	5	8	Major
S2423	SS-003395-PV1	BALBOA AV	RUFFNER ST	CONVOY ST	6	KEARNY MESA	AC - Cape Seal	Scrub Seal w/ Type II Slurry	04/2024	09/2024	5	8	Major
S2423	SS-006274-PV1	CARDIN ST	OPPORTUNITY RD	ENGINEER RD	6	KEARNY MESA	AC - Cape Seal	Scrub Seal w/ Type II Slurry	04/2024	09/2024	5	8	Prime
S2423	SS-018101-PV1	MERCURY CT	MERCURY ST	MERCURY PT	6	KEARNY MESA	AC - Surface Treatment (RPMS)	Type I/II Slurry	04/2024	09/2024	5	8	Residential
S2423	SS-018102-PV1	MERCURY CT	MERCURY PT	END	6	KEARNY MESA	AC - Surface Treatment (RPMS)	Type I/II Slurry	04/2024	09/2024	5	8	Residential
S2423	SS-018103-PV1	MERCURY PT	MERCURY CT	END	6	KEARNY MESA	AC - Surface Treatment (RPMS)	Type I/II Slurry	04/2024	09/2024	5	8	Residential
S2423	SS-018104-PV1	MERCURY ST	CLAIREMONT MESA BL	MERCURY CT	6	KEARNY MESA	AC - Surface Treatment (RPMS)	Type I/II Slurry	04/2024	09/2024	5	8	Major
S2423	SS-020578-PV1	OPPORTUNITY RD	CARDIN ST	RUFFNER ST	6	KEARNY MESA	AC - Cape Seal	Scrub Seal w/ Type II Slurry	04/2024	09/2024	5	8	Prime
S2423	SS-020577-PV1	OPPORTUNITY RD	RUFFNER ST	CONVOY ST	6	KEARNY MESA	AC - Cape Seal	Scrub Seal w/ Type II Slurry	04/2024	09/2024	5	8	Prime
S2423	SS-023778-PV1	RUFFIN RD	FARNHAM ST	HAZARD WY	6	KEARNY MESA	AC - Cape Seal	Scrub Seal w/ Type II Slurry	04/2024	09/2024	5	8	Major
S2423	SS-023787-PV1	RUFFIN RD	CHESAPEAKE DR	KEARNY VILLA RD	6	KEARNY MESA	AC - Cape Seal	Scrub Seal w/ Type II Slurry	04/2024	09/2024	5	8	Major
S2423	SS-023777-PV1	RUFFIN RD	HAZARD WY	CHESAPEAKE DR	6	KEARNY MESA	AC - Cape Seal	Scrub Seal w/ Type II Slurry	04/2024	09/2024	5	8	Major
S2423	SS-023779-PV1	RUFFIN RD	CLAIREMONT MESA BL	FARNHAM ST	6	KEARNY MESA	AC - Cape Seal	Scrub Seal w/ Type II Slurry	04/2024	09/2024	5	8	Major
S2423	SS-023797-PV1	RUFFNER ST	OPPORTUNITY RD	ENGINEER RD	6	KEARNY MESA	AC - Cape Seal	Scrub Seal w/ Type II Slurry	04/2024	09/2024	5	8	Major
S2423	SS-028344-PV1	WAXIE WY	KEARNY VILLA RD	END	6	KEARNY MESA	AC - Cape Seal	Scrub Seal w/ Type II Slurry	04/2024	09/2024	5	8	Residential
S2423	SS-005925-PV1	CAM SANTA FE	MIRA MESA BL	MAYCREST LN	6	MIRA MESA	AC - Cape Seal	Scrub Seal w/ Type II Slurry	04/2024	09/2024	5	8	Major
S2423	SS-005914-PV1	CAM SANTA FE	MIRA MESA BL	TOP GUN ST	6	MIRA MESA	AC - Cape Seal	Scrub Seal w/ Type II Slurry	04/2024	09/2024	5	8	Major
S2423	SS-005913-PV1	CAM SANTA FE	MIRA MESA BL	CALLE CRISTOBAL	6	MIRA MESA	AC - Cape Seal	Scrub Seal w/ Type II Slurry	04/2024	09/2024	5	8	Major
S2423	SS-032342-PV1	CAM SANTA FE	TOP GUN ST	MAYCREST LN	6	MIRA MESA	AC - Cape Seal	Scrub Seal w/ Type II Slurry	04/2024	09/2024	5	8	Local
S2423	SS-011163-PV1	FLANDERS CV	FLANDERS DR	END	6	MIRA MESA	AC - Cape Seal	Scrub Seal w/ Type II Slurry	04/2024	09/2024	5	8	Residential
S2423	SS-011178-PV1	FLANDERS DR	DABNEY DR	FLANDERS CV	6	MIRA MESA	AC - Cape Seal	Scrub Seal w/ Type II Slurry	04/2024	09/2024	5	8	Major
S2423	SS-011181-PV1	FLANDERS DR	FLANDERS PL	PARKDALE AV	6	MIRA MESA	AC - Cape Seal	Scrub Seal w/ Type II Slurry	04/2024	09/2024	5	8	Major
S2423	SS-011179-PV1	FLANDERS DR	FLANDERS CV	FLANDERS PL	6	MIRA MESA	AC - Cape Seal	Scrub Seal w/ Type II Slurry	04/2024	09/2024	5	8	Major
S2423	SS-011198-PV1	FLANDERS PL	FLANDERS DR	END	6	MIRA MESA	AC - Cape Seal	Scrub Seal w/ Type II Slurry	04/2024	09/2024	5	8	Residential
S2423	SS-018389-PV1	MIRA MESA BL	SCRANTON RD	LUSK BL	6	MIRA MESA	AC - Cape Seal	Scrub Seal w/ Type II Slurry	04/2024	09/2024	5	8	Major
S2423	SS-018385-PV1	MIRA MESA BL	PACIFIC HEIGHTS BL	HUENNEKENS ST	6	MIRA MESA	AC - Cape Seal	Scrub Seal w/ Type II Slurry	04/2024	09/2024	5	8	Major
S2423	SS-018386-PV1	MIRA MESA BL	LUSK BL	PACIFIC HEIGHTS BL	6	MIRA MESA	AC - Cape Seal	Scrub Seal w/ Type II Slurry	04/2024	09/2024	5	8	Major
S2423	SS-018383-PV1	MIRA MESA BL	GENETIC CENTER DR	FLANDERS DR	6	MIRA MESA	AC - Cape Seal	Scrub Seal w/ Type II Slurry	04/2024	09/2024	5	8	Major
S2423	SS-018384-PV1	MIRA MESA BL	HUENNEKENS ST	GENETIC CENTER DR	6	MIRA MESA	AC - Cape Seal	Scrub Seal w/ Type II Slurry	04/2024	09/2024	5	8	Major
S2423	SS-018381-PV1	MIRA MESA BL	VIPER WY	CAM SANTA FE	6	MIRA MESA	AC - Cape Seal	Scrub Seal w/ Type II Slurry	04/2024	09/2024	5	8	Major
S2423	SS-018382-PV1	MIRA MESA BL	FLANDERS DR	VIPER WY	6	MIRA MESA	AC - Cape Seal	Scrub Seal w/ Type II Slurry	04/2024	09/2024	5	8	Major
S2423	SS-019820-PV1	NEW SALEM ST	CAM RUIZ	MIRA MESA BL	6	MIRA MESA	AC - Cape Seal	Scrub Seal w/ Type II Slurry	04/2024	09/2024	5	8	Residential
S2423	SS-028555-PV1	WESTCHESTER AV	DUNHOLME ST	CAMTO WESTCHESTER	6	MIRA MESA	AC - Cape Seal	Scrub Seal w/ Type II Slurry	04/2024	09/2024	5	8	Residential
S2423	SS-028557-PV1	WESTCHESTER AV	GOLD COAST DR	WOODLAWN DR	6	MIRA MESA	AC - Cape Seal	Scrub Seal w/ Type II Slurry	04/2024	09/2024	5	8	Residential
S2423	SS-028556-PV1	WESTCHESTER AV	WOODLAWN DR	DUNHOLME ST	6	MIRA MESA	AC - Cape Seal	Scrub Seal w/ Type II Slurry	04/2024	09/2024	5	8	Residential
S2424	SS-006493-PV1	CARMEL VIEW RD	VALLEY CENTRE DR	CARMEL GROVE RD	1	CARMEL VALLEY	AC - Surface Treatment (RPMS)	Type I/II Slurry	05/2024	10/2024	5	8	Major
S2424	SS-006492-PV1	CARMEL VIEW RD	CAM MIRA DEL MAR	CARMEL VISTA RD	1	CARMEL VALLEY	AC - Surface Treatment (RPMS)	Type I/II Slurry	05/2024	10/2024	5	8	Major
S2424	SS-006491-PV1	CARMEL VIEW RD	CARMEL GROVE RD	CAM MIRA DEL MAR	1	CARMEL VALLEY	AC - Surface Treatment (RPMS)	Type I/II Slurry	05/2024	10/2024	5	8	Major
S2424	SS-006494-PV1	CARMEL VIEW RD	VALLEY CENTRE DR	CARMEL VIEW RD	1	CARMEL VALLEY	AC - Surface Treatment (RPMS)	Type I/II Slurry	05/2024	10/2024	5	8	Major
S2424	SS-008975-PV1	DEL MAR HEIGHTS RD	LANSDALE DR	CARMEL CANYON RD	1	CARMEL VALLEY	AC - Cape Seal	Scrub Seal w/ Type II Slurry	05/2024	10/2024	5	8	Major
S2424	SS-008959-PV1	DEL MAR HEIGHTS RD	CARMEL CANYON RD	ASHLEY FALLS DR	1	CARMEL VALLEY	AC - Cape Seal	Scrub Seal w/ Type II Slurry	05/2024	10/2024	5	8	Major
S2424	SS-024039-PV1	SAN DIEGUIITO RD	OLD EL CAM REAL	DERBY FARMS RD	1	FAIRBANKS COUNTRY CLUB	AC - Surface Treatment (RPMS)	Type I/II Slurry	05/2024	10/2024	5	8	Major
S2424	SS-024037-PV1	SAN DIEGUIITO RD	CAM SANTA FE	PVT RD	1	FAIRBANKS COUNTRY CLUB	AC - Surface Treatment (RPMS)	Type I/II Slurry	05/2024	10/2024	5	8	Major
S2424	SS-024036-PV1	SAN DIEGUIITO RD	DERBY FARMS RD	CAM SANTA FE	1	FAIRBANKS COUNTRY CLUB	AC - Surface Treatment (RPMS)	Type I/II Slurry	05/2024	10/2024	5	8	Major
S2424	SS-003091-PV1	AVNDA AMANTEA	SKYLARK PL	END	1	LA JOLLA	AC - Cape Seal	Scrub Seal w/ Type II Slurry	05/2024	10/2024	5	8	Residential
S2424	SS-006647-PV1	CASTEJON DR	MURCIA CT	MERIDA CT	1	LA JOLLA	AC - Cape Seal	Scrub Seal w/ Type II Slurry	05/2024	10/2024	5	8	Residential
S2424	SS-010056-PV1	EL CAM DEL TEATRO	LA CUMBRE DR	LA JOLLA SCENIC S DR	1	LA JOLLA	AC - Cape Seal	Scrub Seal w/ Type II Slurry	05/2024	10/2024	5	8	Residential
S2424	SS-010054-PV1	EL CAM DEL TEATRO	MUIRLANDS DR	LA CUMBRE DR	1	LA JOLLA	AC - Cape Seal	Scrub Seal w/ Type II Slurry	05/2024	10/2024	5	8	Residential
S2424	SS-013446-PV1	HIDDEN VALLEY RD	TORREY PINES LN	ROSELAND DR	1	LA JOLLA	AC - Cape Seal	Scrub Seal w/ Type II Slurry	05/2024	10/2024	5	8	Residential
S2424	SS-028332-PV1	WAVERLY AV	CAM DE LA COSTA	LA CANADA	1	LA JOLLA	AC - Cape Seal	Scrub Seal w/ Type II Slurry	05/2024	10/2024	5	8	Residential
S2424	SS-006386-PV1	CARMEL CREEK RD	CARMEL MTN RD	MAPLE RIDGE	1	TORREY HILLS	AC - Surface Treatment (RPMS)	Type I/II Slurry	05/2024	10/2024	5	8	Major
S2424	SS-006435-PV1	CARMEL MTDN RD	TORREY VIEW CT	CARMEL CREEK RD	1	TORREY HILLS	AC - Cape Seal	Scrub Seal w/ Type II Slurry	05/2024	10/2024	5	8	Major
S2424	SS-026694-PV1	TORREY VIEW CT	BEGIN	CARMEL MTN RD	1	TORREY HILLS	AC - Cape Seal	Scrub Seal w/ Type II Slurry	05/2024	10/2024	5	8	Residential
S2424	SS-031154-PV1	CAM DEL SUR	CARMEL VALLEY RD	LAZANIA DR	5	BLACK MOUNTAIN RANCH	AC - Cape Seal	Scrub Seal w/ Type II Slurry	05/2024	10/2024	5	8	Major
S2424	SS-005758-PV1	CAM DEL NORTE	WORLD TRADE DR	CARMEL MTN RD	5	CARMEL MOUNTAIN RANCH	AC - Cape Seal	Scrub Seal w/ Type II Slurry	05/2024	10/2024	5	8	Collector
S2424	SS-005759-PV1	CAM DEL NORTE	CITY BOUNDARY	WORLD TRADE DR	5	CARMEL MOUNTAIN RANCH	AC - Cape Seal	Scrub Seal w/ Type II Slurry	05/2024	10/2024	5	8	Collector
S2424	SS-006657-PV1	CASTILE WY	FONTANELLE PL	SORBONNE CT	5	CARMEL MOUNTAIN RANCH	AC - Cape Seal	Scrub Seal w/ Type II Slurry	05/2024	10/2024	5	8	Residential
S2424	SS-006656-PV1	CASTILE WY	SORBONNE CT	END	5	CARMEL MOUNTAIN RANCH	AC - Cape Seal	Scrub Seal w/ Type II Slurry	05/2024	10/2024	5	8	Residential
S2424	SS-011290-PV1	FONTANELLE PL	CASTILE WY	END	5	CARMEL MOUNTAIN RANCH	AC - Cape Seal	Scrub Seal w/ Type II Slurry	05/2024	10/2024	5	8	Residential
S2424	SS-024935-PV1	SHOAL CREEK DR	TED WILLIAMS PY	POPPY HILLS WY	5	CARMEL MOUNTAIN RANCH	AC - Cape Seal	Scrub Seal w/ Type II Slurry	05/2024	10/2024	5	8	Major
S2424	SS-024936-PV1	SHOAL CREEK DR	POPPY HILLS WY	SHOAL SUMMIT DR	5	CARMEL MOUNTAIN RANCH	AC - Cape Seal	Scrub Seal w/ Type II Slurry	05/2024	10/2024	5	8	Major
S2424	SS-025237-PV1	SORBONNE CT	BEGIN	CASTILE WY	5	CARMEL MOUNTAIN RANCH	AC - Cape Seal	Scrub Seal w/ Type II Slurry	05/2024	10/2024	5	8	Residential
S2424	SS-025649-PV1	STONE GATE PL	SHOAL CREEK DR	CARMEL RIDGE RD	5	CARMEL MOUNTAIN RANCH	AC - Cape Seal	Scrub Seal w/ Type II Slurry	05/2024	10/2024	5	8	Residential
S2424	SS-026756-PV1	TRADITION ST	SCARSDALE WY	LINDAMERE LN	5	CARMEL MOUNTAIN RANCH	AC - Cape Seal	Scrub Seal w/ Type II Slurry	05/2024	10/2024	5	8	Residential
S2424	SS-004064-PV1	BERNARDO CENTER DR	CLOUDCREST DR	BERNARDO HEIGHTS PY	5	RANCHO BERNARDO	AC - Cape Seal	Scrub Seal w/ Type II Slurry	05/2024	10/2024	5	8	Major
S2424	SS-004059-PV1	BERNARDO CENTER DR	MATURIN DR	WEST BERNARDO DR	5	RANCHO BERNARDO	AC - Cape Seal	Scrub Seal w/ Type II Slurry	05/2024	10/2024	5	8	Major
S2424	SS-004060-PV1	BERNARDO CENTER DR	CAM DEL NORTE	MATURIN DR	5	RANCHO BERNARDO	AC - Cape Seal	Scrub Seal w/ Type II Slurry	05/2024	10/2024	5	8	Major
S2424	SS-004054-PV1	BERNARDO CENTER DR	RANCHO BERNARDO TOWN DR	BERNARDO PLAZA CT	5	RANCHO BERNARDO	AC - Cape Seal	Scrub Seal w/ Type II Slurry	05/2024	10/2024	5	8	Major
S2424	SS-004055-PV1	BERNARDO CENTER DR	LOMICA DR	RANCHO BERNARDO TOWN DR	5	RANCHO BERNARDO	AC - Cape Seal	Scrub Seal w/ Type II Slurry	05/2024	10/2024	5	8	Major
S2424	SS-004058-PV1	BERNARDO CENTER DR	WEST BERNARDO DR	CLOUDCREST DR	5	RANCHO BERNARDO	AC - Cape Seal	Scrub Seal w/ Type II Slurry	05/2024	10/2024	5	8	Major
S2424	SS-004057-PV1	BERNARDO CENTER DR	BERNARDO HEIGHTS PY	AVENA PL	5	RANCHO BERNARDO	AC - Cape Seal	Scrub Seal w/ Type II Slurry	05/2024	10/2024	5	8	Major

## NOTICE OF EXEMPTION

TO:   X   Recorder County Clerk  
P.O. Box 1750, MS-A-33  
1600 Pacific Hwy, Room 260  
San Diego, CA 92101-2422

FROM: City of San Diego Planning Department  
9485 Aero Drive, MS 413  
San Diego, CA 92123

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

PROJECT TITLE: Approval of the Fiscal Year 2023 Road Maintenance and Rehabilitation Account (RMRA) Project List: Slurry Seal Group 2322

PROJECT LOCATION-SPECIFIC: The projects are located in the following Community Planning Areas: Clairemont Mesa, Peninsula, North Park, Uptown, Eastern Area, Encanto, Skyline-Paradise Hills, Southeastern San Diego, Otay Mesa, Otay Mesa-Nestor, San Ysidro, City Heights, College Area, Kensington-Talmadge, Carmel Valley, La Jolla, Torrey Hills, Torrey Pines, University, Miramar Ranch North, Rancho Bernardo, Carmel Mountain Ranch, Rancho Peñasquitos, Torrey Highlands, Kearny Mesa, Mira Mesa, Navajo, Sabre Springs, Linda Vista, Tierrasanta, Pacific Beach, Downtown, Golden Hill, Del Mar Mesa, Serra Mesa, and Mission Valley in Council Districts 1, 2, 3, 4, 5, 6, 7, 8, and 9. See Exhibit A, Location List, for specific locations.

PROJECT LOCATION-CITY/COUNTY: San Diego/San Diego

DESCRIPTION OF NATURE AND PURPOSE OF THE PROJECT: City Council approval of the Fiscal Year 2023 Road Maintenance and Rehabilitation Account project list, which includes Slurry Seal Group 2321, Slurry Seal Group 2322, Slurry Seal Group 2323, Slurry Seal Group 2324, Slurry Seal Group 2325, and Slurry Seal Group 2326 (hereinafter referred to as the “Slurry Seal Group projects”). The proposed action would also authorize the Mayor, or his designee, to advertise, award, and execute six construction contracts for the Slurry Seal Group projects.

The Slurry Seal Group projects involve the application of a slurry seal on roads throughout the City as identified in Exhibit A. The application of a slurry seal, which consists of sand, emulsion and water applied in a thin layer up to 3/8 of an inch thick on a street surface, can protect and preserve the street pavement for approximately 3-7 years. The Slurry Seal Group projects would involve furnishing all labor, materials, equipment, services, and construction related to slurry seal work on existing paved roadways in various areas throughout the City of San Diego. Additional work includes: placement of rubber polymer modified slurry (RPMS), crack sealing, removal of humps and pavement irregularities, asphalt mill and pave, and dig outs, pavement base repairs, replacing traffic signal detection loops and stub outs, adjusting existing City manhole frames and covers to grade, raising survey monuments, street and sidewalk sweeping, removal and replacement of existing thermoplastic striping and markings/legends, traffic control drawings and permits, storm drain inlet protection, installation of inlet markings, sediment control, and possible night and weekend work. All work would occur within the public right-of-way (paved streets) or previously disturbed non-sensitive areas only, and outside of the City’s Multi-Habitat Planning Area (MHPA). No sensitive vegetation would be impacted or removed. Storm Water Best Management Practices (BMPs) for erosion control preventing discharge, as well as Traffic Control Plan (TCP) would be implemented throughout construction.

NAME OF PUBLIC AGENCY APPROVING PROJECT: City of San Diego

NAME OF PERSON OR AGENCY CARRYING OUT PROJECT: City of San Diego Transportation Department, 2781 Caminito Chollas, San Diego, CA 92105. Contact: Joshua Lahmann, Senior Engineer- Civil. E-mail: [JLahmann@sandiego.gov](mailto:JLahmann@sandiego.gov). Phone Number: (619) 527-7509.

EXEMPT STATUS:

- MINISTERIAL
- DECLARED EMERGENCY
- EMERGENCY PROJECT
- CATEGORICAL EXEMPTION: CEQA Guidelines Section 15301(c) (Existing Facilities)
- STATUTORY EXEMPTION
- COMMON SENSE EXEMPTION

REASONS WHY PROJECT IS EXEMPT:

The City of San Diego conducted an environmental review that determined the project would not have the potential for causing a significant effect on the environment pursuant to CEQA Guidelines Section 15301(c) (Existing Facilities) which consists of the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of existing or former use. This includes existing highways and streets, sidewalks, gutters, bicycle and pedestrian trails, and similar facilities (this includes road grading for the purpose of public safety), and other alterations such as the addition of bicycle facilities, including but not limited to bicycle parking, bicycle-share facilities and bicycle lanes, transit improvements such as bus lanes, pedestrian crossings, street trees, and other similar alterations that do not create additional automobile lanes. The exceptions listed in CEQA Guidelines Section 15300.2 would not apply in that no cumulative impacts were identified, no significant effects on the environment were identified, the project is not adjacent to a scenic highway, and no historical resources would be affected by the action.

As to the exception for hazardous materials, there are locations listed on GeoTracker and EnviroStor within 1,000 feet of the public right-of-way. While these locations are listed, the proposed projects would not involve ground disturbance which would expose potential hazardous materials, and as such would not preclude the use of a CEQA exemption pursuant to Section 65962.5 of the Government Code.

CONTACT PERSON: Sureena Basra, Associate Planner  
City of San Diego Planning Department  
9485 Aero Drive, MS 413  
San Diego, CA 92123

IF FILED BY APPLICANT:

- 1. ATTACH CERTIFIED DOCUMENT OF EXEMPTION FINDING
- 2. HAS A NOTICE OF EXEMPTION BEEN FILED BY THE PUBLIC AGENCY APPROVING THE PROJECT?  
 YES  NO

IT IS HEREBY CERTIFIED THAT THE CITY OF SAN DIEGO HAS DETERMINED THE ABOVE ACTIVITY TO BE EXEMPT FROM CEQA.

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Elena Pascual, Senior Planner  
City of San Diego Planning Department

5/10/2022  
Date

CHECK ONE:

SIGNED BY LEAD AGENCY

DATE RECEIVED FOR FILING WITH COUNTY CLERK OR OPR:

SIGNED BY APPLICANT

ATTACHMENT(S): Exhibit A: City of San Diego – Transportation Department FY 23 Road Maintenance and Rehabilitation Account Project List

CITY OF SAN DIEGO - TRANSPORTATION DEPARTMENT

**FY2023 Road Maintenance and Rehabilitation Account Project List**

Project Title	Segment ID	Street Name	Cross Street 1	Cross Street 2	Council District	Project Location (Community Planning Area)	Activity	Project Description	Estimated Construction Dates		Estimated Useful Life (# of years)		Functional Classification
									Begin	End	Min	Max	
S2322	SS-027504	VEREDA MAR DEL CORAZ	CARMEL MTN RD	CTE MAR DEL CORAZON	1	TORREY HILLS	AC- Surface Treatment (RPMS)	TYPE II/III	01/2023	06/2023	3	7	Major
S2322	SS-027503	VEREDA MAR DEL CORAZ	CTE MAR DEL CORAZON	CALLE MAR DE ARMONIA	1	TORREY HILLS	AC- Surface Treatment (RPMS)	TYPE II/III	01/2023	06/2023	3	7	Major
S2322	SS-027797	VIA MAR DE BALLENAS	CALLE ISABELINO	CALLE MAR DE BALLENA	1	TORREY HILLS	AC- Surface Treatment (RPMS)	TYPE I/II	01/2023	06/2023	3	7	Residential
S2322	SS-027798	VIA MAR DE BALLENAS	CARMEL MTN RD	CALLE ISABELINO	1	TORREY HILLS	AC- Surface Treatment (RPMS)	TYPE I/II	01/2023	06/2023	3	7	Residential
S2322	SS-022565	RACETRACK VIEW DR	BEGIN	RACETRACK VIEW DR	1	TORREY PINES	AC- Surface Treatment (RPMS)	TYPE I/II	01/2023	06/2023	3	7	Residential
S2322	SS-022566	RACETRACK VIEW DR	RACETRACK VIEW CT	END	1	TORREY PINES	AC- Surface Treatment (RPMS)	TYPE I/II	01/2023	06/2023	3	7	Residential
S2322	SS-022567	RACETRACK VIEW DR	CITY BOUNDARY	RACETRACK VIEW CT	1	TORREY PINES	AC- Surface Treatment (RPMS)	TYPE I/II	01/2023	06/2023	3	7	Residential
S2322	SS-003581	BARKLA ST	BLOCH ST	SODERBLOM AV	1	UNIVERSITY	AC- Surface Treatment (RPMS)	TYPE I/II	01/2023	06/2023	3	7	Local
S2322	SS-004426	BLOCH ST	BLOCH ST	SAN CLEMENTE TR	1	UNIVERSITY	AC- Surface Treatment (RPMS)	TYPE I/II	01/2023	06/2023	3	7	Local
S2322	SS-004427	BLOCH ST	SAN CLEMENTE TR	BARKLA ST	1	UNIVERSITY	AC- Surface Treatment (RPMS)	TYPE I/II	01/2023	06/2023	3	7	Local
S2322	SS-004428	BLOCH ST	BEGIN	CURIE PL	1	UNIVERSITY	AC- Surface Treatment (RPMS)	TYPE I/II	01/2023	06/2023	3	7	Local
S2322	SS-004425	BLOCH ST	BARKLA ST	SODERBLOM AV	1	UNIVERSITY	AC- Surface Treatment (RPMS)	TYPE I/II	01/2023	06/2023	3	7	Local
S2322	SS-031060	BOTHE AV	BLOCH ST	CURIE PL	1	UNIVERSITY	AC- Surface Treatment (RPMS)	TYPE I/II	01/2023	06/2023	3	7	Local
S2322	SS-016240	LEBON DR	NOBEL DR	UNIVERSITY CENTER LN	1	UNIVERSITY	AC- Surface Treatment (RPMS)	TYPE I/II	01/2023	06/2023	3	7	Collector
S2322	SS-016241	LEBON DR	CHARMANT DR	NOBEL DR	1	UNIVERSITY	AC- Surface Treatment (RPMS)	TYPE I/II	01/2023	06/2023	3	7	Collector
S2322	SS-016239	LEBON DR	UNIVERSITY CENTER LN	LA JOLLA VILLAGE DR	1	UNIVERSITY	AC- Surface Treatment (RPMS)	TYPE I/II	01/2023	06/2023	3	7	Collector
S2322	SS-019966	NOBEL DR	DANICA MAE DR	REGENTS DR	1	UNIVERSITY	AC- Surface Treatment (RPMS)	TYPE II/III	01/2023	06/2023	3	7	Major
S2322	SS-019965	NOBEL DR	NOBEL DR	DANICA MAE DR	1	UNIVERSITY	AC- Surface Treatment (RPMS)	TYPE II/III	01/2023	06/2023	3	7	Major
S2322	SS-019968	NOBEL DR	CARGILL AV	GENESEE AV	1	UNIVERSITY	AC- Surface Treatment (RPMS)	TYPE II/III	01/2023	06/2023	3	7	Major
S2322	SS-019967	NOBEL DR	REGENTS RD	CARGILL AV	1	UNIVERSITY	AC- Surface Treatment (RPMS)	TYPE II/III	01/2023	06/2023	3	7	Major
S2322	SS-025157	SODERBLOM CT	SODERBLOM AV	END	1	UNIVERSITY	AC- Surface Treatment (RPMS)	TYPE I/II	01/2023	06/2023	3	7	Local
S2322	SS-002045	ALBURY CT	BEGIN	SOUTH BROOKVILLE DR	5	MIRAMAR RANCH NORTH	AC- Surface Treatment (RPMS)	TYPE I/II	01/2023	06/2023	3	7	Residential
S2322	SS-003007	ATWOOD CT	BEGIN	NORTH BROOKVILLE DR	5	MIRAMAR RANCH NORTH	AC- Surface Treatment (RPMS)	TYPE I/II	01/2023	06/2023	3	7	Residential
S2322	SS-003444	BALLYSTOCK CT	RAMSDELL CT	END	5	MIRAMAR RANCH NORTH	AC- Surface Treatment (RPMS)	TYPE I/II	01/2023	06/2023	3	7	Residential
S2322	SS-006639	CASSOWARY CT	BEGIN	RAMSDELL CT	5	MIRAMAR RANCH NORTH	AC- Surface Treatment (RPMS)	TYPE I/II	01/2023	06/2023	3	7	Residential
S2322	SS-007490	COHANSEY RD	WATERTON RD	HASBROOK RD	5	MIRAMAR RANCH NORTH	AC- Surface Treatment (RPMS)	TYPE I/II	01/2023	06/2023	3	7	Residential
S2322	SS-009938	EGLANTINE CT	BEGIN	RAMSDELL CT	5	MIRAMAR RANCH NORTH	AC- Surface Treatment (RPMS)	TYPE I/II	01/2023	06/2023	3	7	Residential
S2322	SS-012932	HALL MEADOW RD	PICKFORD RD	NORTH BROOKVILLE DR	5	MIRAMAR RANCH NORTH	AC- Surface Treatment (RPMS)	TYPE I/II	01/2023	06/2023	3	7	Residential
S2322	SS-013158	HASBROOK RD	TIMSFORD RD	WATERTON RD	5	MIRAMAR RANCH NORTH	AC- Surface Treatment (RPMS)	TYPE I/II	01/2023	06/2023	3	7	Residential
S2322	SS-013159	HASBROOK RD	COHANSEY RD	TIMSFORD RD	5	MIRAMAR RANCH NORTH	AC- Surface Treatment (RPMS)	TYPE I/II	01/2023	06/2023	3	7	Residential
S2322	SS-013160	HASBROOK RD	SPRING CANYON RD	COHANSEY RD	5	MIRAMAR RANCH NORTH	AC- Surface Treatment (RPMS)	TYPE I/II	01/2023	06/2023	3	7	Residential
S2322	SS-016530	LINDLY CT	BEGIN	SOUTH BROOKVILLE DR	5	MIRAMAR RANCH NORTH	AC- Surface Treatment (RPMS)	TYPE I/II	01/2023	06/2023	3	7	Residential
S2322	SS-020047	NORTH BROOKVILLE DR	WINCHECK RD	TIPPERARY WY	5	MIRAMAR RANCH NORTH	AC- Surface Treatment (RPMS)	TYPE I/II	01/2023	06/2023	3	7	Residential
S2322	SS-020046	NORTH BROOKVILLE DR	TIPPERARY WY	SPRING CANYON RD	5	MIRAMAR RANCH NORTH	AC- Surface Treatment (RPMS)	TYPE I/II	01/2023	06/2023	3	7	Residential
S2322	SS-020049	NORTH BROOKVILLE DR	HALL MEADOW RD	ATWOOD CT	5	MIRAMAR RANCH NORTH	AC- Surface Treatment (RPMS)	TYPE I/II	01/2023	06/2023	3	7	Residential
S2322	SS-020048	NORTH BROOKVILLE DR	ATWOOD CT	WINCHECK RD	5	MIRAMAR RANCH NORTH	AC- Surface Treatment (RPMS)	TYPE I/II	01/2023	06/2023	3	7	Residential
S2322	SS-021769	PICKFORD RD	WINCHECK RD	END	5	MIRAMAR RANCH NORTH	AC- Surface Treatment (RPMS)	TYPE I/II	01/2023	06/2023	3	7	Residential
S2322	SS-021770	PICKFORD RD	HALL MEADOW RD	WINCHECK RD	5	MIRAMAR RANCH NORTH	AC- Surface Treatment (RPMS)	TYPE I/II	01/2023	06/2023	3	7	Residential
S2322	SS-022667	RAMSDELL CT	EGLANTINE CT	TIPPERARY WY	5	MIRAMAR RANCH NORTH	AC- Surface Treatment (RPMS)	TYPE I/II	01/2023	06/2023	3	7	Residential
S2322	SS-022668	RAMSDELL CT	CASSOWARY CT	EGLANTINE CT	5	MIRAMAR RANCH NORTH	AC- Surface Treatment (RPMS)	TYPE I/II	01/2023	06/2023	3	7	Residential
S2322	SS-022671	RAMSDELL CT	BEGIN	SOUTH BROOKVILLE DR	5	MIRAMAR RANCH NORTH	AC- Surface Treatment (RPMS)	TYPE I/II	01/2023	06/2023	3	7	Residential
S2322	SS-022666	RAMSDELL CT	TIPPERARY WY	END	5	MIRAMAR RANCH NORTH	AC- Surface Treatment (RPMS)	TYPE I/II	01/2023	06/2023	3	7	Residential
S2322	SS-022670	RAMSDELL CT	SOUTH BROOKVILLE DR	BALLYSTOCK CT	5	MIRAMAR RANCH NORTH	AC- Surface Treatment (RPMS)	TYPE I/II	01/2023	06/2023	3	7	Residential
S2322	SS-022669	RAMSDELL CT	BALLYSTOCK CT	CASSOWARY CT	5	MIRAMAR RANCH NORTH	AC- Surface Treatment (RPMS)	TYPE I/II	01/2023	06/2023	3	7	Residential
S2322	SS-025276	SOUTH BROOKVILLE DR	ALBURY CT	SPRING CANYON RD	5	MIRAMAR RANCH NORTH	AC- Surface Treatment (RPMS)	TYPE I/II	01/2023	06/2023	3	7	Residential
S2322	SS-025275	SOUTH BROOKVILLE DR	RAMSDELL CT	LINDLY CT	5	MIRAMAR RANCH NORTH	AC- Surface Treatment (RPMS)	TYPE I/II	01/2023	06/2023	3	7	Residential
S2322	SS-025277	SOUTH BROOKVILLE DR	LINDLY CT	ALBURY CT	5	MIRAMAR RANCH NORTH	AC- Surface Treatment (RPMS)	TYPE I/II	01/2023	06/2023	3	7	Residential
S2322	SS-025274	SOUTH BROOKVILLE DR	HALL MEADOW RD	RAMSDELL CT	5	MIRAMAR RANCH NORTH	AC- Surface Treatment (RPMS)	TYPE I/II	01/2023	06/2023	3	7	Residential
S2322	SS-026527	TIMSFORD RD	WATERTON RD	HASBROOK RD	5	MIRAMAR RANCH NORTH	AC- Surface Treatment (RPMS)	TYPE I/II	01/2023	06/2023	3	7	Residential
S2322	SS-026534	TIPPERARY WY	NORTH BROOKVILLE DR	RAMSDELL CT	5	MIRAMAR RANCH NORTH	AC- Surface Treatment (RPMS)	TYPE I/II	01/2023	06/2023	3	7	Residential
S2322	SS-028320	WATERTON RD	TIMSFORD RD	HASBROOK RD	5	MIRAMAR RANCH NORTH	AC- Surface Treatment (RPMS)	TYPE I/II	01/2023	06/2023	3	7	Residential
S2322	SS-028322	WATERTON RD	SPRING CANYON RD	COHANSEY RD	5	MIRAMAR RANCH NORTH	AC- Surface Treatment (RPMS)	TYPE I/II	01/2023	06/2023	3	7	Residential
S2322	SS-028321	WATERTON RD	COHANSEY RD	TIMSFORD RD	5	MIRAMAR RANCH NORTH	AC- Surface Treatment (RPMS)	TYPE I/II	01/2023	06/2023	3	7	Residential
S2322	SS-028884	WINCHECK RD	PICKFORD RD	NORTH BROOKVILLE DR	5	MIRAMAR RANCH NORTH	AC- Surface Treatment (RPMS)	TYPE I/II	01/2023	06/2023	3	7	Residential
S2322	SS-004504	BODEGA CT	BEGIN	FRONDOSO DR	5	RANCHO BERNARDO	AC- Surface Treatment (RPMS)	TYPE I/II	01/2023	06/2023	3	7	Residential
S2322	SS-004505	BODEGA PL	BEGIN	FRONDOSO DR	5	RANCHO BERNARDO	AC- Surface Treatment (RPMS)	TYPE I/II	01/2023	06/2023	3	7	Residential
S2322	SS-004506	BODEGA DR	FRONDOSO DR	POMERADO RD	5	RANCHO BERNARDO	AC- Surface Treatment (RPMS)	TYPE I/II	01/2023	06/2023	3	7	Residential
S2322	SS-004507	BODEGA WY	BEGIN	FRONDOSO DR	5	RANCHO BERNARDO	AC- Surface Treatment (RPMS)	TYPE I/II	01/2023	06/2023	3	7	Residential
S2322	SS-006113	CANFIELD PL	BEGIN	CLOUDESLEY DR	5	RANCHO BERNARDO	AC- Surface Treatment (RPMS)	TYPE I/II	01/2023	06/2023	3	7	Residential
S2322	SS-007408	CLOUDESLEY DR	LANCASHIRE WY	CANFIELD PL	5	RANCHO BERNARDO	AC- Surface Treatment (RPMS)	TYPE I/II	01/2023	06/2023	3	7	Residential
S2322	SS-007407	CLOUDESLEY DR	LOCKSLEY ST	LANCASHIRE WY	5	RANCHO BERNARDO	AC- Surface Treatment (RPMS)	TYPE I/II	01/2023	06/2023	3	7	Residential
S2322	SS-007406	CLOUDESLEY DR	POMERADO RD	LOCKSLEY ST	5	RANCHO BERNARDO	AC- Surface Treatment (RPMS)	TYPE I/II	01/2023	06/2023	3	7	Residential
S2322	SS-008646	DAMASCO CT	BEGIN	FRONDOSO DR	5	RANCHO BERNARDO	AC- Surface Treatment (RPMS)	TYPE I/II	01/2023	06/2023	3	7	Residential
S2322	SS-010440	ESCALA DR	FERNANDO WY	REATA WY	5	RANCHO BERNARDO	AC- Surface Treatment (RPMS)	TYPE I/II	01/2023	06/2023	3	7	Residential
S2322	SS-010438	ESCALA DR	POMERADO RD	CAMBERWELL LN	5	RANCHO BERNARDO	AC- Surface Treatment (RPMS)	TYPE I/II	01/2023	06/2023	3	7	Residential
S2322	SS-010437	ESCALA DR	CAMBERWELL LN	LOCKSLEY ST	5	RANCHO BERNARDO	AC- Surface Treatment (RPMS)	TYPE I/II	01/2023	06/2023	3	7	Residential
S2322	SS-010434	ESCALA DR	HADDEN HALL CT	CANFIELD PL	5	RANCHO BERNARDO	AC- Surface Treatment (RPMS)	TYPE I/II	01/2023	06/2023	3	7	Residential
S2322	SS-010436	ESCALA DR	LOCKSLEY ST	HAMPSHIRE LN	5	RANCHO BERNARDO	AC- Surface Treatment (RPMS)	TYPE I/II	01/2023	06/2023	3	7	Residential
S2322	SS-010435	ESCALA DR	HAMPSHIRE LN	HADDEN HALL CT	5	RANCHO BERNARDO	AC- Surface Treatment (RPMS)	TYPE I/II	01/2023	06/2023	3	7	Residential
S2322	SS-010439	ESCALA DR	REATA WY	POMERADO RD	5	RANCHO BERNARDO	AC- Surface Treatment (RPMS)	TYPE II/III	01/2023	06/2023	3	7	Prime
S2322	SS-010449	ESCALA LN	FRONDOSO DR	END	5	RANCHO BERNARDO	AC- Surface Treatment (RPMS)	TYPE I/II	01/2023	06/2023	3	7	Residential
S2322	SS-011226	FLORESTA CT	BEGIN	FRONDOSO DR	5	RANCHO BERNARDO	AC- Surface Treatment (RPMS)	TYPE I/II	01/2023	06/2023	3	7	Residential
S2322	SS-011227	FLORESTA WY	BEGIN	FRONDOSO DR	5	RANCHO BERNARDO	AC- Surface Treatment (RPMS)	TYPE I/II	01/2023	06/2023	3	7	Residential
S2322	SS-011551	FRONDOSO DR	GREENS EAST RD	BODEGA WY	5	RANCHO BERNARDO	AC- Surface Treatment (RPMS)	TYPE I/II	01/2023	06/2023	3	7	Residential
S2322	SS-011548	FRONDOSO DR	BODEGA WY	FLORESTA WY	5	RANCHO BERNARDO	AC- Surface Treatment (RPMS)	TYPE I/II	01/2023	06/2023	3	7	Residential
S2322	SS-011546	FRONDOSO DR	FLORESTA CT	ESCALA LN	5	RANCHO BERNARDO	AC- Surface Treatment (RPMS)	TYPE I/II	01/2023	06/2023	3	7	Residential
S2322	SS-011547	FRONDOSO DR	FLORESTA WY	FLORESTA CT	5	RANCHO BERNARDO	AC- Surface Treatment (RPMS)	TYPE I/II	01/2023	06/2023	3	7	Residential
S2322	SS-011542	FRONDOSO DR	BODEGA PL	END	5	RANCHO BERNARDO	AC- Surface Treatment (RPMS)	TYPE I/II	01/2023	06/2023	3	7	Residential



**APPENDIX B**

**STREET LIST**

SLURRY SEAL GROUP 2423

IO: 21005453

STREET LIST

Work Order	Segment ID	Street Name	Cross Street 1	Cross Street 2	Council District	Trash Day	Community Planning Area
S2423	SS-032342-PV1	CAM SANTA FE	TOP GUN ST (GOLDEN GLEN LN)	MAYCREST LN	6		MIRA MESA
S2423	SS-030197-PV1	CONRAD AV	DAWNE ST	LONGFORD ST	2	Wednesday	CLAIREMONT MESA
S2423	SS-030194-PV1	CONRAD AV	ARTESIAN ST	DAWNE ST	2	Wednesday	CLAIREMONT MESA
S2423	SS-030193-PV1	CONRAD AV	AMNEST ST	ARTESIAN ST	2	Wednesday	CLAIREMONT MESA
S2423	SS-030192-PV1	CONRAD AV	DIANE AV	AMNEST ST	2	Wednesday	CLAIREMONT MESA
S2423	SS-028963-PV1	WINNEBAGO AV	CHINOOK CT	CARIB CT	2	Wednesday	CLAIREMONT MESA
S2423	SS-028962-PV1	WINNEBAGO AV	CARIB CT	CHICKASAW CT	2	Wednesday	CLAIREMONT MESA
S2423	SS-028556-PV1	WESTCHESTER AV	WOODLAWN DR	DUNHOLME ST	6	Tuesday	MIRA MESA
S2423	SS-028555-PV1	WESTCHESTER AV	DUNHOLME ST	CAMTO WESTCHESTER	6	Tuesday	MIRA MESA
S2423	SS-028344-PV1	WAXIE WY	KEARNY VILLA RD	END	6		KEARNY MESA
S2423	SS-023797-PV1	RUFFNER ST	OPPORTUNITY RD	ENGINEER RD	6		KEARNY MESA
S2423	SS-023787-PV1	RUFFIN RD	CHESAPEAKE DR	KEARNY VILLA RD	6		KEARNY MESA
S2423	SS-023779-PV1	RUFFIN RD	CLAIREMONT MESA BL	FARNHAM ST	6		KEARNY MESA
S2423	SS-023778-PV1	RUFFIN RD	FARNHAM ST	HAZARD WY	6		KEARNY MESA
S2423	SS-023777-PV1	RUFFIN RD	HAZARD WY	CHESAPEAKE DR	6		KEARNY MESA
S2423	SS-019965-PV1	NOBEL DR	LEBON DR	DANICA MAE DR	6		UNIVERSITY
S2423	SS-019966-PV1	NOBEL DR	DANICA MAE DR	REGENTS RD	6		UNIVERSITY
S2423	SS-019967-PV1	NOBEL DR	REGENTS RD	CARGILL AV	6		UNIVERSITY
S2423	SS-019968-PV1	NOBEL DR	CARGILL AV	GENESEE AV	6		UNIVERSITY
S2423	SS-022991-PV1	REGENTS RD (CITY ROW)	CLAIREMONT MESA BL	PENNANT WY	2-6		CLAIREMONT MESA
S2423	SS-022991-PV1	REGENTS RD (CALTRANS ROW)	CLAIREMONT MESA BL	PENNANT WY	2-6		CLAIREMONT MESA
S2423	SS-020578-PV1	OPPORTUNITY RD	CARDIN ST	RUFFNER ST	6		KEARNY MESA
S2423	SS-020577-PV1	OPPORTUNITY RD	RUFFNER ST	CONVOY ST	6		KEARNY MESA
S2423	SS-019820-PV1	NEW SALEM ST	CAM RUIZ	MIRA MESA BL	6		MIRA MESA
S2423	SS-019371-PV1	MT HAY DR	MT FORAKER AV	MT EVEREST BL	2	Wednesday	CLAIREMONT MESA
S2423	SS-019370-PV1	MT HAY DR	MT HERBERT AV	MT FORAKER AV	2	Wednesday	CLAIREMONT MESA
S2423	SS-019365-PV1	MT GAYWAS DR	MT HERBERT AV	MT FORAKER AV	2	Wednesday	CLAIREMONT MESA
S2423	SS-019362-PV1	MT FRISSELL DR	MT FORAKER AV	MT EVEREST BL	6	Wednesday	CLAIREMONT MESA
S2423	SS-019361-PV1	MT FRISSELL DR	MT HERBERT AV	MT FORAKER AV	2	Wednesday	CLAIREMONT MESA
S2423	SS-019323-PV1	MT DURBAN DR	MT CASAS DR	MT CULEBRA AV	2	Wednesday	CLAIREMONT MESA
S2423	SS-019307-PV1	MT CASAS DR	MT CASAS CT	MT CULEBRA AV	2	Wednesday	CLAIREMONT MESA
S2423	SS-019306-PV1	MT CASAS DR	MT DURBAN DR	MT CASAS CT	2	Wednesday	CLAIREMONT MESA
S2423	SS-019305-PV1	MT CASAS DR	MT CULEBRA AV	MT CASTLE AV	2	Wednesday	CLAIREMONT MESA
S2423	SS-019184-PV1	MT ADA RD	MT ABRAHAM AV	MT RIAS PL	2		CLAIREMONT MESA
S2423	SS-019183-PV1	MT ADA RD	MT RIAS PL	MT ALBERTINE AV	2		CLAIREMONT MESA
S2423	SS-018389-PV1	MIRA MESA BL	SCRANTON RD	LUSK BL	6		MIRA MESA
S2423	SS-018386-PV1	MIRA MESA BL	LUSK BL	PACIFIC HEIGHTS BL	6		MIRA MESA
S2423	SS-018385-PV1	MIRA MESA BL	PACIFIC HEIGHTS BL	HUENNEKENS ST	6		MIRA MESA
S2423	SS-018384-PV1	MIRA MESA BL	HUENNEKENS ST	GENETIC CENTER DR	6		MIRA MESA
S2423	SS-018383-PV1	MIRA MESA BL	GENETIC CENTER DR	FLANDERS DR	6		MIRA MESA
S2423	SS-018382-PV1	MIRA MESA BL	FLANDERS DR	VIPER WY	6		MIRA MESA
S2423	SS-018381-PV1	MIRA MESA BL	VIPER WY	CAM SANTA FE	6		MIRA MESA
S2423	SS-018104-PV1	MERCURY ST	CLAIREMONT MESA BL	MERCURY CT	6		KEARNY MESA
S2423	SS-018103-PV1	MERCURY PT	MERCURY CT	END	6		KEARNY MESA
S2423	SS-018102-PV1	MERCURY CT	MERCURY PT	END	6		KEARNY MESA
S2423	SS-018101-PV1	MERCURY CT	MERCURY ST	MERCURY PT	6		KEARNY MESA
S2423	SS-011198-PV1	FLANDERS PL	FLANDERS DR	END	6	Tuesday	MIRA MESA
S2423	SS-011181-PV1	FLANDERS DR	FLANDERS PL	PARKDALE AV	6		MIRA MESA
S2423	SS-011179-PV1	FLANDERS DR	FLANDERS CV	FLANDERS PL	6		MIRA MESA
S2423	SS-011178-PV1	FLANDERS DR	DABNEY DR	FLANDERS CV	6	Tuesday	MIRA MESA
S2423	SS-011163-PV1	FLANDERS CV	FLANDERS DR	END	6	Tuesday	MIRA MESA
S2423	SS-007473-PV1	COBB PL	BEGIN	COBB DR	2	Wednesday	CLAIREMONT MESA
S2423	SS-007472-PV1	COBB DR	NOAH WY	DIANE AV	2	Wednesday	CLAIREMONT MESA
S2423	SS-007471-PV1	COBB DR	BAXTER ST	NOAH WY	2	Wednesday	CLAIREMONT MESA
S2423	SS-007470-PV1	COBB DR	COBB CT	BAXTER ST	2	Wednesday	CLAIREMONT MESA
S2423	SS-007469-PV1	COBB DR	COBB PL	COBB CT	2	Wednesday	CLAIREMONT MESA
S2423	SS-007150-PV1	CHINOOK CT	WINNEBAGO AV	CHICKASAW CT	2	Wednesday	CLAIREMONT MESA
S2423	SS-007139-PV1	CHICKASAW CT	CHINOOK CT	WINNEBAGO AV	2	Wednesday	CLAIREMONT MESA
S2423	SS-007138-PV1	CHICKASAW CT	WINNEBAGO AV	GENESEE AV	2	Wednesday	CLAIREMONT MESA
S2423	SS-006295-PV1	CARIB CT	WINNEBAGO AV	END	2	Wednesday	CLAIREMONT MESA
S2423	SS-006274-PV1	CARDIN ST	OPPORTUNITY RD	ENGINEER RD	6		KEARNY MESA
S2423	SS-005925-PV1	CAM SANTA FE	TOP GUN ST	MAYCREST LN (GOLDEN GLEN LN)	6		MIRA MESA
S2423	SS-005914-PV1	CAM SANTA FE	MIRA MESA BL	TOP GUN ST	6		MIRA MESA
S2423	SS-005913-PV1	CAM SANTA FE	MAYCREST LN	CALLE CRISTOBAL	6		MIRA MESA
S2423	SS-003782-PV1	BEADNELL WY	MT ABERNATHY AV	CANNINGTON DR	2		CLAIREMONT MESA
S2423	SS-003781-PV1	BEADNELL WY	CANNINGTON DR	BERWICK DR	2		CLAIREMONT MESA
S2423	SS-003666-PV1	BAXTER ST	LEHRER DR	FIRESTONE ST	2	Wednesday	CLAIREMONT MESA
S2423	SS-003665-PV1	BAXTER ST	FIRESTONE ST	BAXTER CT	2	Wednesday	CLAIREMONT MESA
S2423	SS-003664-PV1	BAXTER ST	BAXTER CT	COBB DR	2	Wednesday	CLAIREMONT MESA
S2423	SS-003396-PV1	BALBOA AV	CONVOY ST	MERCURY ST	6		KEARNY MESA
S2423	SS-003395-PV1	BALBOA AV	RUFFNER ST	CONVOY ST	6		KEARNY MESA
S2423	SS-002683-PV1	ARGONNE ST	GAYLORD DR	GLASGOW DR	2	Wednesday	CLAIREMONT MESA

**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**

**ADVANCED CONSTRUCTION NOTICE**

## **MICRO-MILLING, ASPHALT REPAIR, CRACK SEAL, AND SURFACE SEAL**



### **Construction Notice**

The City of San Diego has contracted with **[INSERT CONTRACTOR NAME]** to perform maintenance on certain streets in your neighborhood. **Over the next two to three months, [INSERT CONTRACTOR NAME]** will complete preventive maintenance to fill pavement cracks and add a surface seal coating to help preserve asphalt streets near your address. Please accept our apology for any inconveniences this work may cause. Your patience and cooperation will help to get this work completed safely and with minimal interruption of your daily activities.

Work will be performed between the hours of **8:30 AM and 3:30 PM**. The general order of work will include:

1. "No Parking" signs set out 72 hours in advance of the work.
2. Micro-milling, asphalt repairs, crack seal, weed abatement, and street sweeping
3. Placement of surface seal; typically 7-14 days following the asphalt repairs. Occasionally, two coats of surface seal are applied on two different days.

### **How will I be affected?**

Before 7 a.m. on the day of the surface seal work, residential streets may be completely closed to all vehicles. That makes it important to plan ahead for parking on a street nearby or for leaving home before 7 a.m. that day. It is also important to help keep the street dry before the work begins. Please turn off any sprinklers or other irrigation systems the night before.

When possible, some streets will be surface sealed in stages to allow for limited access while the work is underway. It is important to obey the traffic control and “No Parking” warnings and to stay off the surface seal until the street is reopened for traffic – normally by 5 p.m. the same day.

## **What can I expect once the work is completed?**

Surface seals have a light brown color when they are first applied to the street. They change color to black after a few hours of exposure to sunlight and heat. That change is important and helps confirm that the newly sealed street is ready for vehicle traffic. *Again, it is important to protect new surface seal work by staying off the street until traffic control and parking restrictions are removed by work crews.*

Surface seals can appear rough-at-the-edges when first applied and may even show some tire tracks or minor gouges once vehicles are allowed back on to the recently sealed streets. These marks will disappear as more traffic travels across the street and as the sealant continues to dry over time.

**Please note:** Surface seals are used to protect streets in generally good condition from further deterioration and do not return streets to “as new” condition. Surface seals help to extend a street’s life by three to seven years. Complete replacements are limited to those streets that are in fair to poor condition.

## **What about trash pickup on the day of the work?**

If the day of the planned surface seal work falls on the same day as your trash collection, please bring your trash bins out early. Work crews will coordinate with the trash hauler to ensure your trash is collected prior to street closure for that day.

## **What about regular street sweeping?**

Regular street sweeping will be suspended during the surface seal work to allow the new coating to properly set. The entire street sweeping route will be suspended allowing you to park on nearby streets normally affected by “no-parking” restrictions associated with those routes.

## **When will street striping and markings be restored?**

Any striping or markings covered over by the surface seal effort will be restored within a few weeks following the work. Some temporary markers or signs may be installed to help with traffic control until the striping is restored.

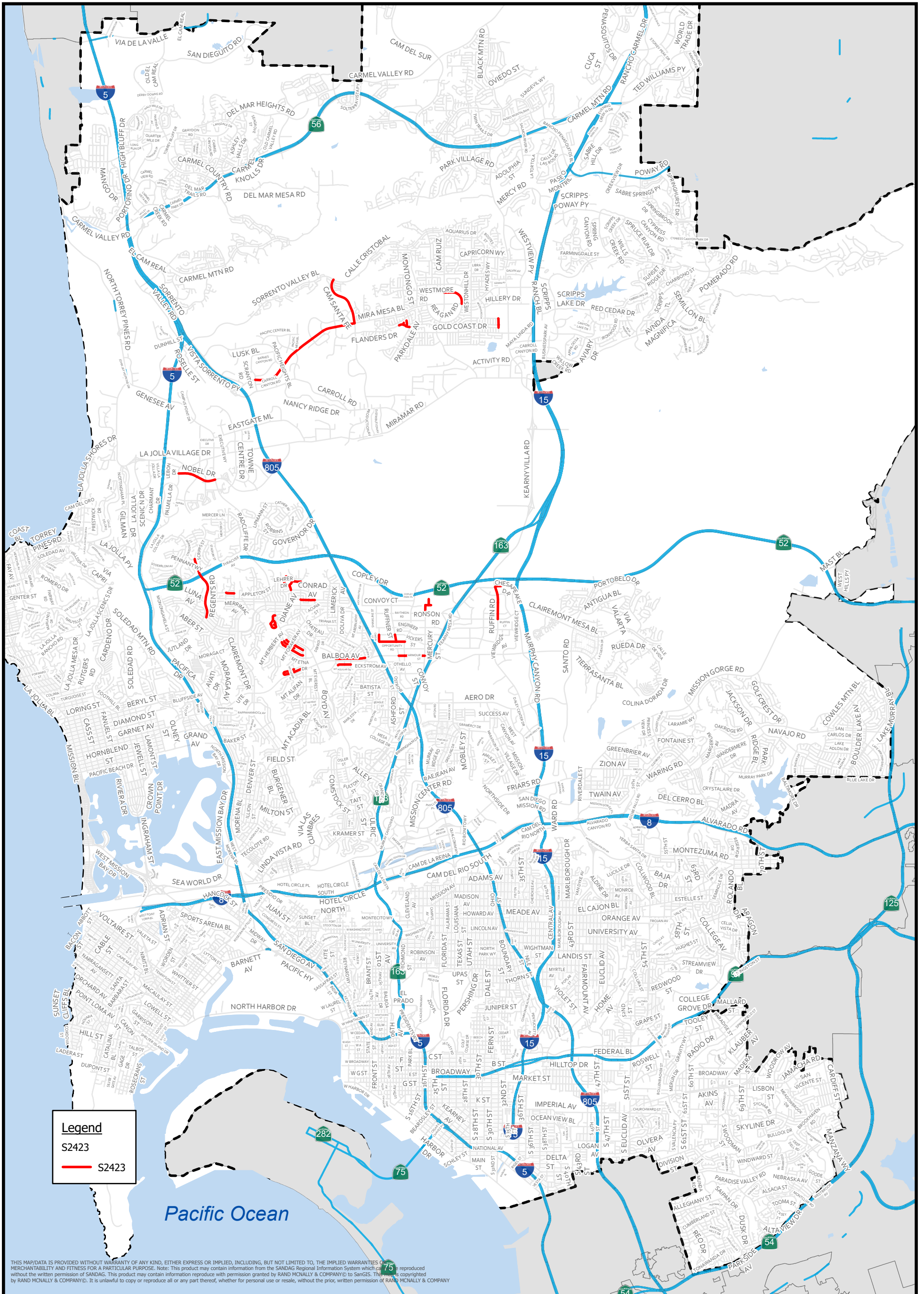
## **Contact Information:**

For any questions related to the surface seal work planned in your neighborhood, please contact the Project Manager at **[INSERT CONTRACTOR NAME]** - **[INSERT CONTRACTOR PHONE NUMBER]**. You may also submit questions or requests for additional services via the City's *Get It Done* system at <https://www.sandiego.gov/get-it-done>.



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

## Slurry Seal Group 2423



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**APPENDIX F**  
**RESURFACING LIMITS MAPS**

**SLURRY SEAL GROUP 2423**



- S2423 Slurry Seal Limits
- S2423 Scrub Seal Limits
- Caltrans ROW
- Schools
- Fire Station
- Hospital

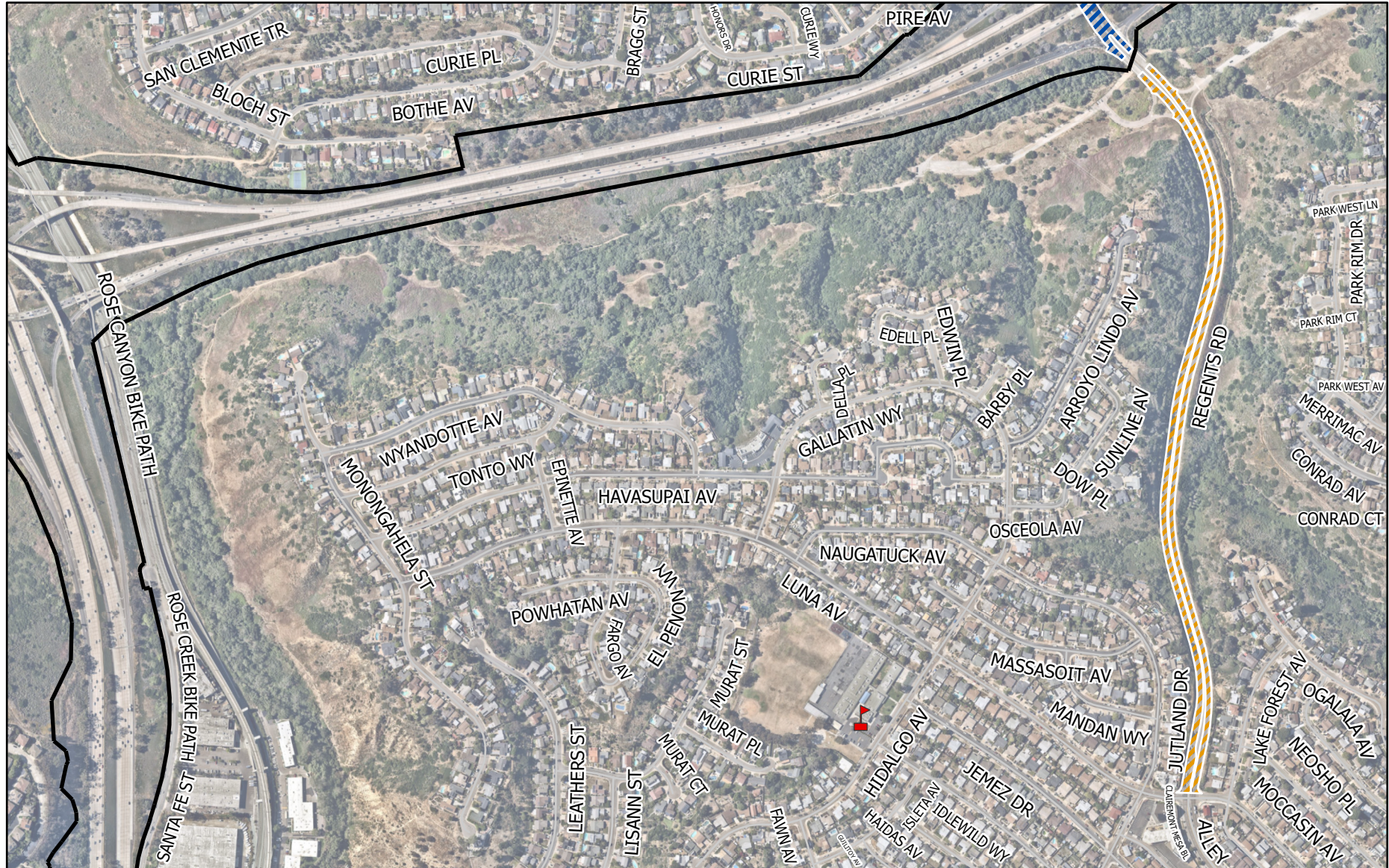
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-  Caltrans ROW
-  Schools
-  Hospital
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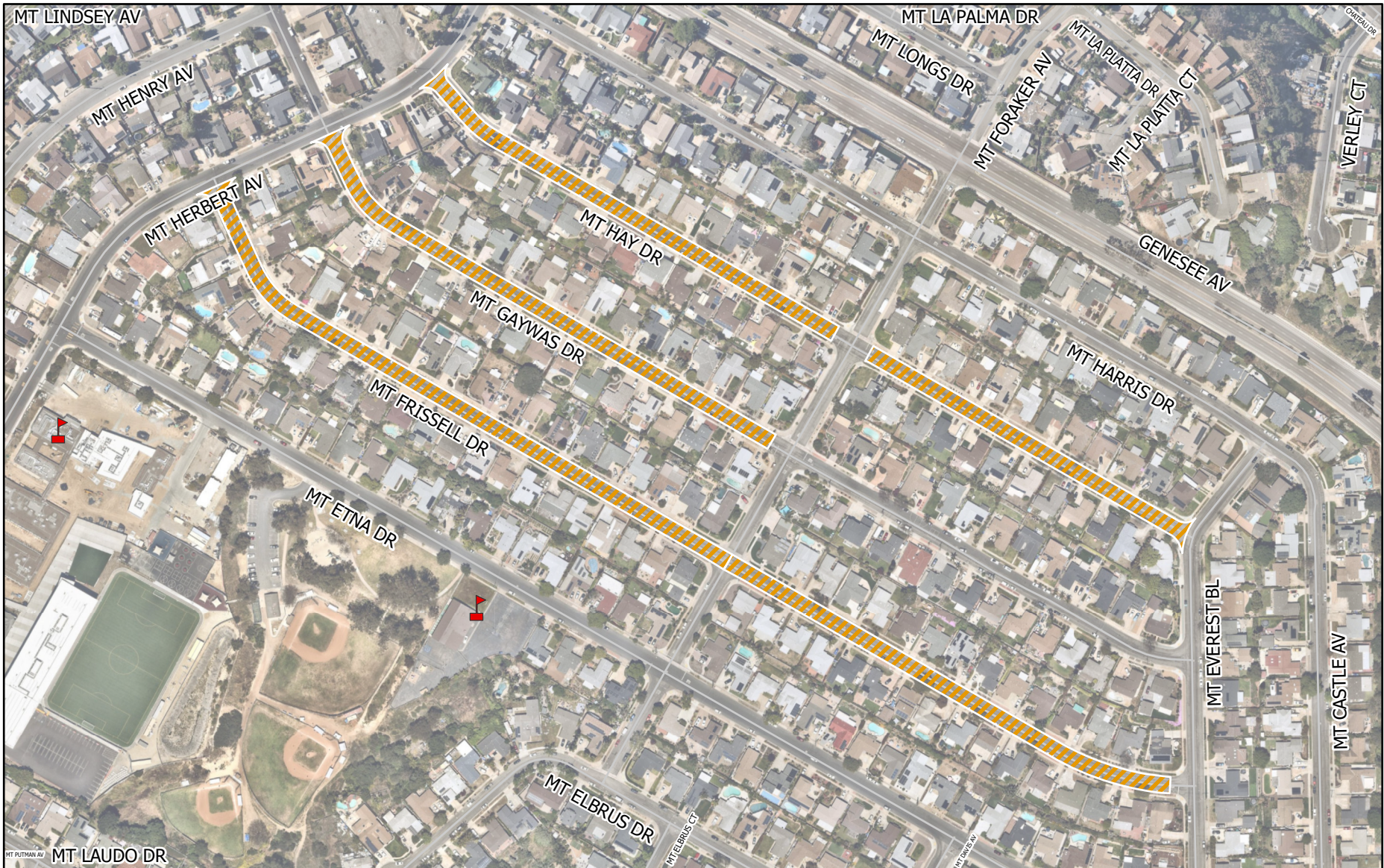
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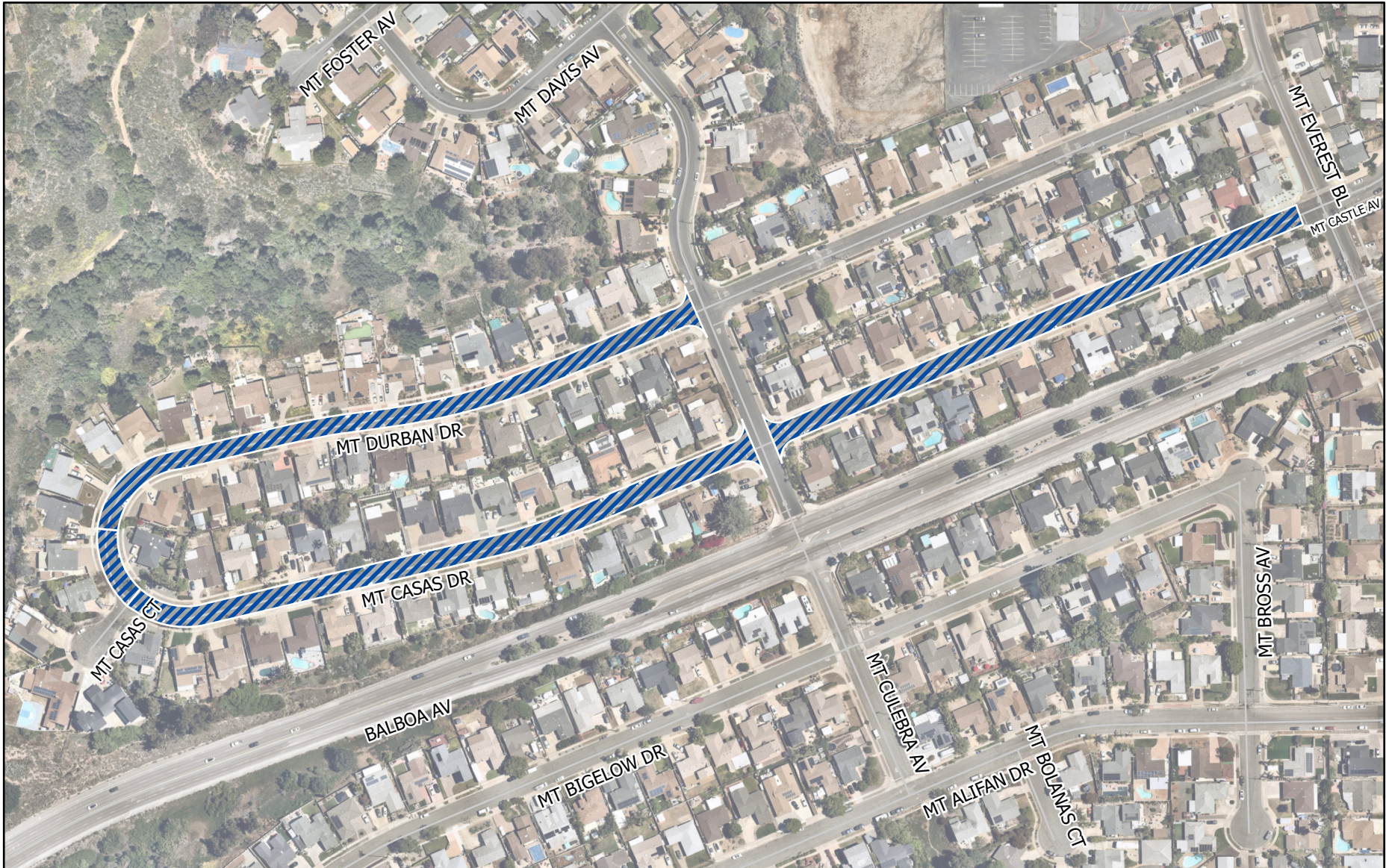
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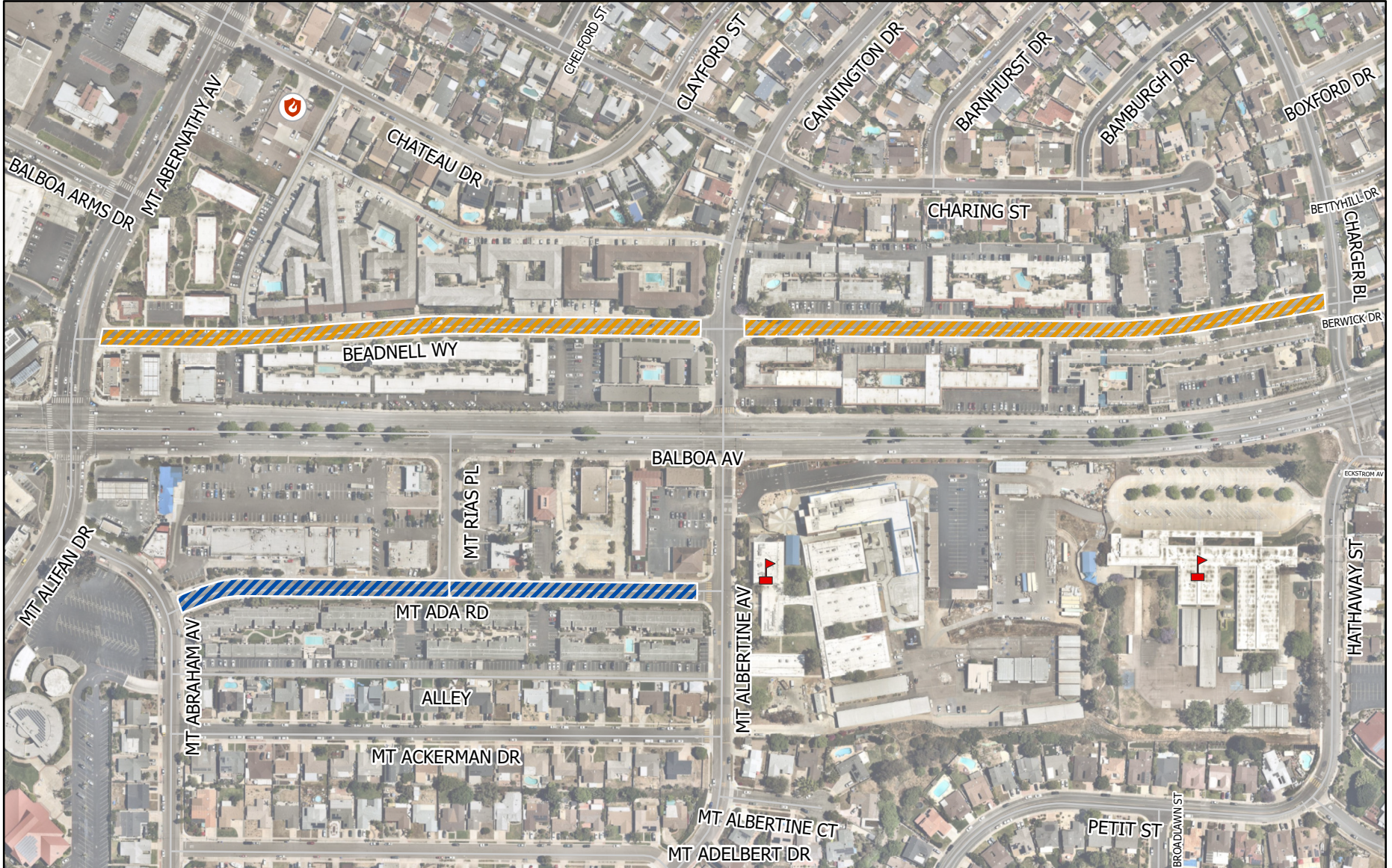
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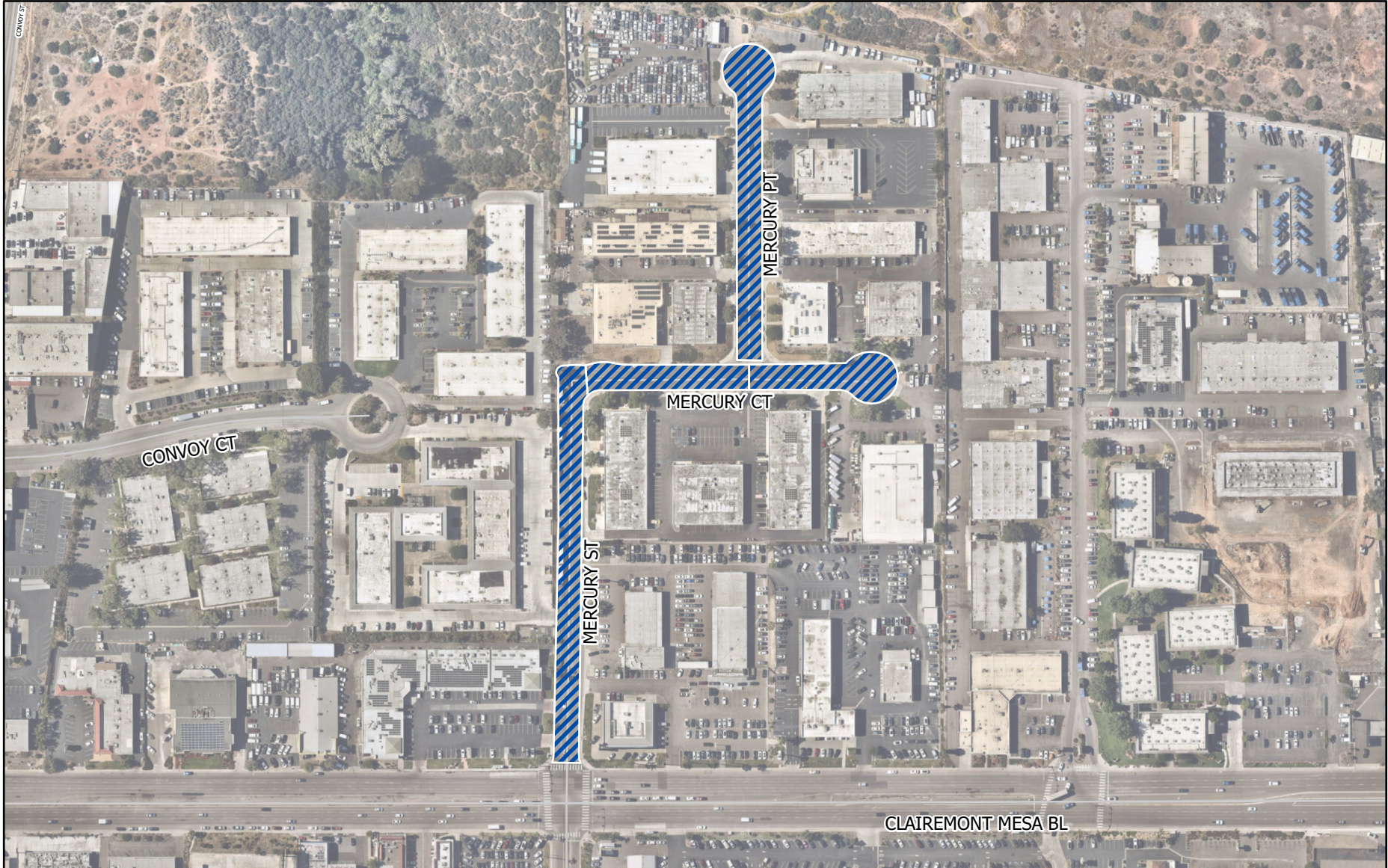
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**SLURRY SEAL GROUP 2423**



-  S2423 Slurry Seal Limits
-  S2423 Scrub Seal Limits
-  Caltrans ROW

-  Schools
-  Hospital
-  Fire Station

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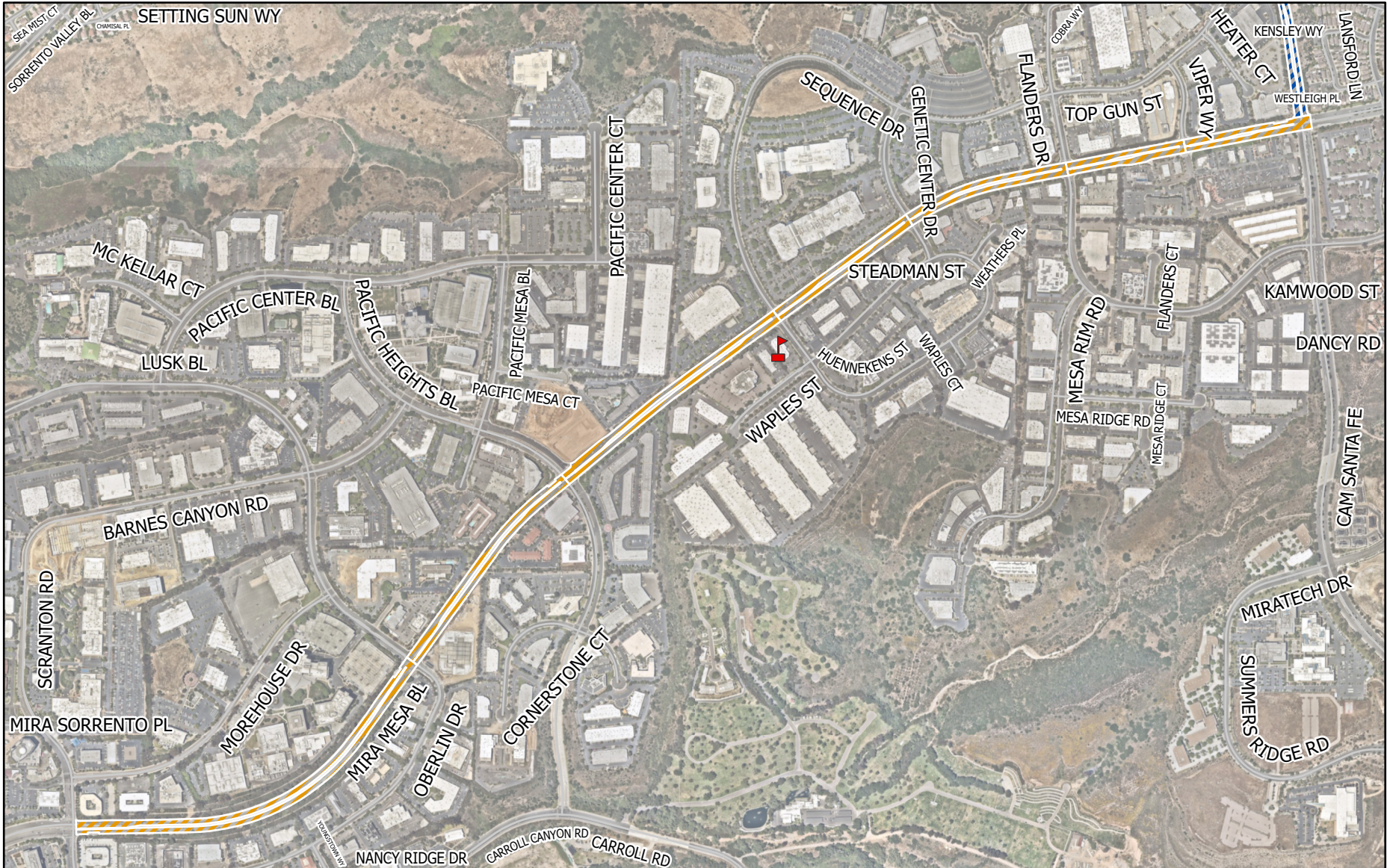
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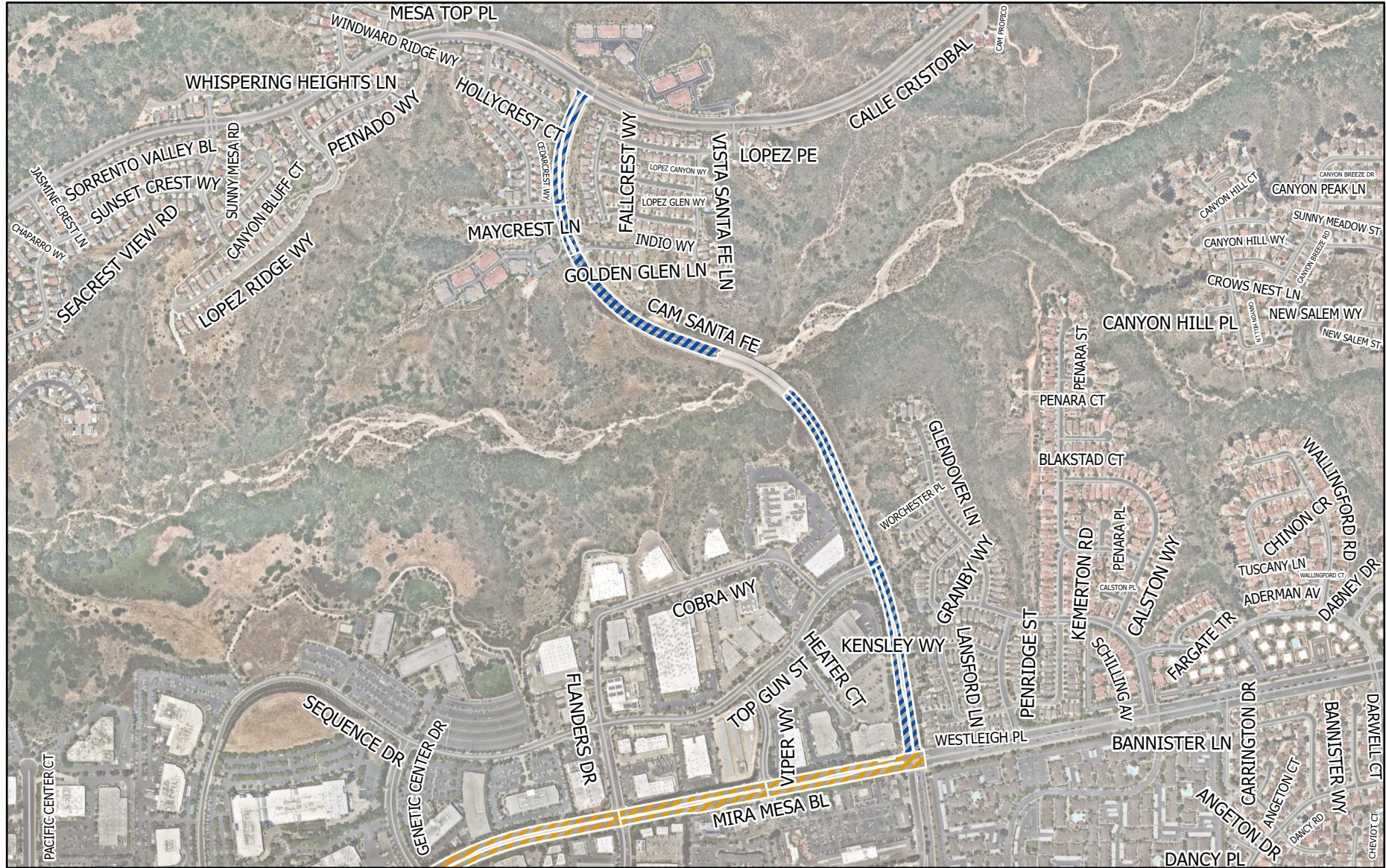
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**APPENDIX G**

**CONTRACTOR'S DAILY QUALITY CONTROL INSPECTION REPORT**

**Appendix G**

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

Project Title: \_\_\_\_\_ Date: \_\_\_\_\_

Locations: 1. \_\_\_\_\_  
2. \_\_\_\_\_  
3. \_\_\_\_\_

Asphalt Mix Specification: Attached Supplier: \_\_\_\_\_

Dig out Locations: 1. \_\_\_\_\_  
2. \_\_\_\_\_  
3. \_\_\_\_\_

Tack Coat Application Rate @ Locations:  
1. \_\_\_\_\_  
2. \_\_\_\_\_  
3. \_\_\_\_\_

Asphalt Temperature at Placement @ Locations:  
1. \_\_\_\_\_  
2. \_\_\_\_\_  
3. \_\_\_\_\_

Asphalt Depth @Locations:  
1. \_\_\_\_\_  
2. \_\_\_\_\_  
3. \_\_\_\_\_

Compaction Test Result @Locations:  
1. \_\_\_\_\_  
2. \_\_\_\_\_  
3. \_\_\_\_\_

Location and nature of defects:

- 1. \_\_\_\_\_
- 2. \_\_\_\_\_
- 3. \_\_\_\_\_

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

- 1. \_\_\_\_\_
- 2. \_\_\_\_\_
- 3. \_\_\_\_\_

Date's City Laboratory representative was present:

- 1. \_\_\_\_\_
- 2. \_\_\_\_\_
- 3. \_\_\_\_\_

Verified the following:

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

Initials:

- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

Deviations from QCP \_\_\_\_\_ (see attached)

Quality Control Plan Administrator's Signature:

Date Signed:

\_\_\_\_\_

\_\_\_\_\_

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

Project Title: \_\_\_\_\_ Date: \_\_\_\_\_

Ambient Temperature (Start of Work): \_\_\_\_\_ Time: \_\_\_\_\_

Environmental Considerations: \_\_\_\_\_

Locations (Address Range/Cross Streets):

1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

Approved Mix Design: \_\_\_\_\_

Material Suppliers: \_\_\_\_\_

RPMS Type(s): \_\_\_\_\_

Slurry Machine #'s: \_\_\_\_\_

Estimated Cure Time (Break) of Slurry: \_\_\_\_\_

Pre-Mix (Per 100 Counts)

Gate Setting/Emulsion %: \_\_\_\_\_

Aggregate Weight: \_\_\_\_\_

Cement % (by weight of aggregate): \_\_\_\_\_

Crumb Rubber % (by volume of cement): \_\_\_\_\_

Machine Inspection

Leaks: \_\_\_\_\_

Sprayers: \_\_\_\_\_

Emulsion Filter: \_\_\_\_\_

Carbon Black: \_\_\_\_\_

Spreader Box Inspection

Cleanliness: \_\_\_\_\_

Augers: \_\_\_\_\_

Rubbers: \_\_\_\_\_

Fabric: \_\_\_\_\_

Runners: \_\_\_\_\_

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

Project Conditions

Crack Fill: \_\_\_\_\_

Asphalt Deficiencies: \_\_\_\_\_

Cleanliness: \_\_\_\_\_

Impediments/Other: \_\_\_\_\_

Communication to Client/ Resident Engineer

Crack Fill: \_\_\_\_\_

Asphalt Deficiencies: \_\_\_\_\_

Cleanliness: \_\_\_\_\_

Impediments/Other: \_\_\_\_\_

Test Lab

Tech: \_\_\_\_\_ Time on Site: \_\_\_\_\_

Wet Track Abrasion: \_\_\_\_\_

Consistency Test: \_\_\_\_\_

Extraction Test: \_\_\_\_\_

Water Content: \_\_\_\_\_

Spread Rate: \_\_\_\_\_

Notes

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

QCP Administrator Signature:

Date Signed:

\_\_\_\_\_

\_\_\_\_\_



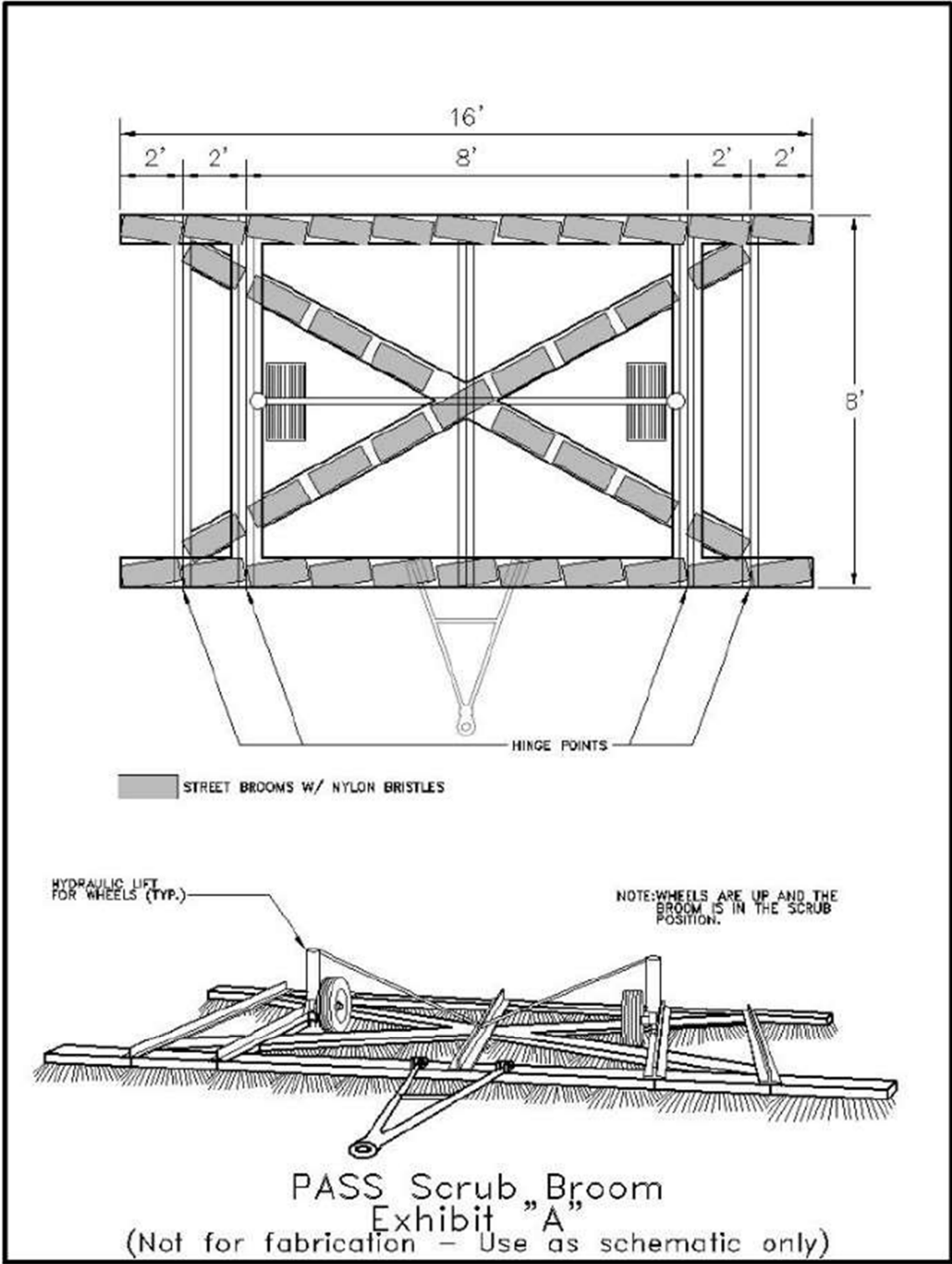
**APPENDIX H**  
**LIST OF PROPOSED WORK**

SLURRY SEAL GROUP 2423  
IO: 21005453  
LIST OF PROPOSED WORK

Work Order	Segment ID	Street Name	Cross Street 1	Cross Street 2	Council District	Trash Day	Community Planning Area	Functional Classification	Survey Length (LF)	Survey Width (LF)	Survey Area (SF)	Crack Seal (LB)	Micro-Mill Area (SF)	Scrub Seal (SF)	Slurry Seal Type I (SF)	Slurry Seal Type II (SF)	Slurry Seal Type III (SF)	6' Edge Grind (LF)	Base Repair (TONS)	Mill & Pavement (TONS)	Hump Removal (LF)	Inlet Marking (EA)	Inlet Protection (EA)	Adjust Survey Monument (EA)	Reconstruct Survey Monument (EA)	Adjust Water Valve (EA)	Adjust Sewer Manhole (EA)	Traffic Loops (EA)	Traffic Loops Location	DLC (LF)	ADT	Treatment Type	Comments					
S2423	SS-032342-PV1	CAM SANTA FE	TOP GUN ST (GOLDEN GLEN LN)	MAYCREST LN	6		MIRA MESA	Local	307	68	20876	188	20876		7982	20876	20876			4.49		2	2									SLURRY SEAL	SLURRY SEAL TYPE II/III. TYPE I OVER BIKE LANE Segment limits from Golden Glen Ln to Maycrest Ln					
S2423	SS-030197-PV1	CONRAD AV	DAWNE ST	LONGFORD ST	2	Wednesday	CLAIREMONT MESA	Residential	608	38	23104	208			23104	23104			0.63	7.22												2500	SLURRY SEAL	SLURRY SEAL TYPE I/II. NEAR SCHOOL				
S2423	SS-030194-PV1	CONRAD AV	ARTESIAN ST	DAWNE ST	2	Wednesday	CLAIREMONT MESA	Residential	260	38	9880	89			9880	9880				3.47	80											2500	SLURRY SEAL	SLURRY SEAL TYPE I/II				
S2423	SS-030193-PV1	CONRAD AV	AMNEST ST	ARTESIAN ST	2	Wednesday	CLAIREMONT MESA	Residential	250	38	9500	86			9500	9500				2.68	106											2500	SLURRY SEAL	SLURRY SEAL TYPE I/II				
S2423	SS-030192-PV1	CONRAD AV	DIANE AV	AMNEST ST	2	Wednesday	CLAIREMONT MESA	Residential	240	38	9120	82			9120	9120				1.60												2500	SLURRY SEAL	SLURRY SEAL TYPE I/II				
S2423	SS-028963-PV1	WINNEBAGO AV	CHINOOK CT	CARIB CT	2	Wednesday	CLAIREMONT MESA	Residential	209	28	5852	53			5852	5852						2	2									2500	SLURRY SEAL	SLURRY SEAL TYPE I/II				
S2423	SS-028962-PV1	WINNEBAGO AV	CARIB CT	CHICKASAW CT	2	Wednesday	CLAIREMONT MESA	Residential	510	29	14790	133			14790	14790				1.06												2500	SLURRY SEAL	SLURRY SEAL TYPE I/II				
S2423	SS-028556-PV1	WESTCHESTER AV	WOODLAWN DR	DUNHOLME ST	6	Tuesday	MIRA MESA	Residential	196	38	7448	67	7448		7448	7448				2.65												2500	SLURRY SEAL	SLURRY SEAL TYPE I/II				
S2423	SS-028555-PV1	WESTCHESTER AV	DUNHOLME ST	CAMTO WESTCHESTER	6	Tuesday	MIRA MESA	Residential	585	38	22230	200	22230		22230	22230				4.59				1								2500	SLURRY SEAL	SLURRY SEAL TYPE I/II				
S2423	SS-028344-PV1	WAXIE WY	KEARNY VILLA RD	END	6		KEARNY MESA	Residential	562	52	29224	263	29224		29224	29224						1	1									2500	SLURRY SEAL	SLURRY SEAL TYPE I/II				
S2423	SS-023797-PV1	RUFFNER ST	OPPORTUNITY RD	ENGINEER RD	6		KEARNY MESA	Major	587	48	28176	254			28176	28176				15.75	19.71											2500	SLURRY SEAL	SLURRY SEAL TYPE II/III				
S2423	SS-023787-PV1	RUFFIN RD	CHESAPEAKE DR	KEARNY VILLA RD	6		KEARNY MESA	Major	830	88	73040	657	73040		21580	73040	73040	1660	10.55	33.90													16700	SLURRY SEAL	SLURRY SEAL TYPE II/III. TYPE I OVER BIKE LANE			
S2423	SS-023779-PV1	RUFFIN RD	CLAIREMONT MESA BL	FARNHAM ST	6		KEARNY MESA	Major	448	87	38976	351	38976		11648	38976	38976				4.73												2500	SLURRY SEAL	SLURRY SEAL TYPE II/III. TYPE I OVER BIKE LANE			
S2423	SS-023778-PV1	RUFFIN RD	FARNHAM ST	HAZARD WY	6		KEARNY MESA	Major	1042	87	90654	816	90654		27092	90654	90654				0.66												2500	SLURRY SEAL	SLURRY SEAL TYPE II/III. TYPE I OVER BIKE LANE. NEAR SCHOOL			
S2423	SS-023777-PV1	RUFFIN RD	HAZARD WY	CHESAPEAKE DR	6		KEARNY MESA	Major	745	87	64815	583	64815		19370	64815	64815																2500	SLURRY SEAL	SLURRY SEAL TYPE II/III. TYPE I OVER BIKE LANE			
S2423	SS-019965-PV1	NOBEL DR	LEBON DR	DANICA MAE DR	6		UNIVERSITY	Major	1118	81	90558	815			29068	90558	90558				46.05	52.27											17000	SLURRY SEAL	SLURRY SEAL TYPE II/III. TYPE I OVER BIKE LANE			
S2423	SS-019966-PV1	NOBEL DR	DANICA MAE DR	REGENTS RD	6		UNIVERSITY	Major	680	83	56440	508			17680	56440	56440				8.69	32.52											17000	SLURRY SEAL	SLURRY SEAL TYPE II/III. TYPE I OVER BIKE LANE			
S2423	SS-019967-PV1	NOBEL DR	REGENTS RD	CARGILL AV	6		UNIVERSITY	Major	870	92	80040	720			22620	80040	80040				133.37	36.02											840	24480	SLURRY SEAL	SLURRY SEAL TYPE II/III. TYPE I OVER BIKE LANE		
S2423	SS-019968-PV1	NOBEL DR	CARGILL AV	GENESEE AV	6		UNIVERSITY	Major	802	88	70576	635			20852	70576	70576				258.30	33.36												50	27460	SLURRY SEAL	SLURRY SEAL TYPE II/III. TYPE I OVER BIKE LANE	
S2423	SS-022991-PV1	REGENTS RD (CITY ROW)	CLAIREMONT MESA BL	PENNANT WY	2-6		CLAIREMONT MESA	Major	4923	64	315072		315072	315072							583.22	369.61												15700	SCRUB SEAL	SCRUB SEAL City ROW between Pennants Wy & SR-52 W/B Ramp off and SR-52 E/B ramp on & Clairemont Mesa Blvd		
S2423	SS-022991-PV1	REGENTS RD (CALTRANS ROW)	CLAIREMONT MESA BL	PENNANT WY	2-6		CLAIREMONT MESA	Major	815	81	66015	594.14			21190	66015	66015				7.62	5.45												15700	SLURRY SEAL	SLURRY SEAL Inside Caltrans ROW (Between SR-52 W/B ramp off and SR-52 E/B ramp on). Do not micromill		
S2423	SS-020578-PV1	OPPORTUNITY RD	CARDIN ST	RUFFNER ST	6		KEARNY MESA	Prime	1540	47	72380		72380	72380							46.84	99.65												16000	SCRUB SEAL	SCRUB SEAL RESTORE DIAGONAL PARKING		
S2423	SS-020577-PV1	OPPORTUNITY RD	RUFFNER ST	CONVOY ST	6		KEARNY MESA	Prime	711	47	33417	300.75			33417	33417					1422	36.51	35.80											2500	SLURRY SEAL	SLURRY SEAL TYPE I/II		
S2423	SS-019820-PV1	NEW SALEM ST	CAM RUIZ	MIRA MESA BL	6		MIRA MESA	Residential	2240	39	87360	786.24				87360	87360				88.61	92.08												9790	SLURRY SEAL	SLURRY SEAL TYPE II/III. RESTORE DIAGONAL PARKING		
S2423	SS-019371-PV1	MT HAY DR	MT FORAKER AV	MT EVEREST BL	2	Wednesday	CLAIREMONT MESA	Residential	744	34	25296		25296	25296							1488														2500	SCRUB SEAL	SCRUB SEAL	
S2423	SS-019370-PV1	MT HAY DR	MT HERBERT AV	MT FORAKER AV	2	Wednesday	CLAIREMONT MESA	Residential	974	34	33116		33116	33116							1948	0.76	14.34												2500	SCRUB SEAL	SCRUB SEAL	
S2423	SS-019365-PV1	MT GAYWAS DR	MT HERBERT AV	MT FORAKER AV	2	Wednesday	CLAIREMONT MESA	Residential	1124	34	38216		38216	38216							2248	2.65	12.14												2500	SCRUB SEAL	SCRUB SEAL	
S2423	SS-019362-PV1	MT FRISSELL DR	MT FORAKER AV	MT EVEREST BL	6	Wednesday	CLAIREMONT MESA	Residential	1012	34	34408		34408	34408							2024	1.26	1.00												2500	SCRUB SEAL	SCRUB SEAL	
S2423	SS-019361-PV1	MT FRISSELL DR	MT HERBERT AV	MT FORAKER AV	2	Wednesday	CLAIREMONT MESA	Residential	1335	34	45390		45390	45390							2670	8.69	6.55												2500	SCRUB SEAL	SCRUB SEAL	
S2423	SS-019323-PV1	MT DURBAN DR	MT CASAS DR	MT CULEBRA AV	2	Wednesday	CLAIREMONT MESA	Residential	1042	32	33344	300.10			33344	33344					10.96	25.29													2500	SLURRY SEAL	SLURRY SEAL TYPE I/II	
S2423	SS-019307-PV1	MT CASAS DR	MT CASAS CT	MT CULEBRA AV	2	Wednesday	CLAIREMONT MESA	Residential	1055	34	35870	322.83	35870		35870	35870																			2500	SLURRY SEAL	SLURRY SEAL TYPE I/II	
S2423	SS-019306-PV1	MT CASAS DR	MT DURBAN DR	MT CASAS CT	2	Wednesday	CLAIREMONT MESA	Residential	123	33	4059	36.53	4059		4059	4059																			2500	SLURRY SEAL	SLURRY SEAL TYPE I/II	
S2423	SS-019305-PV1	MT CASAS DR	MT CULEBRA AV	MT CASTLE AV	2	Wednesday	CLAIREMONT MESA	Residential	928	34	31552	283.97	31552		31552	31552																			2500	SLURRY SEAL	SLURRY SEAL TYPE I/II	
S2423	SS-019184-PV1	MT ADA RD	MT ABRAHAM AV	MT RIAS PL	2		CLAIREMONT MESA	Residential	592	38	22496	202.46			22496	22496																			2500	SLURRY SEAL	SLURRY SEAL TYPE I/II	
S2423	SS-019183-PV1	MT ADA RD	MT RIAS PL	MT ALBERTINE AV	2		CLAIREMONT MESA	Residential	539	37	19943	179.49			19943	19943					0.63	2.43													2500	SLURRY SEAL	SLURRY SEAL TYPE I/II. NEAR SCHOOL	
S2423	SS-018389-PV1	MIRA MESA BL	SCRANTON RD	LUSK BL	6		MIRA MESA	Major	3040	85	258400		258400	258400							293.58	223.53													53150	SCRUB SEAL	SCRUB SEAL	
S2423	SS-018386-PV1	MIRA MESA BL	LUSK BL	PACIFIC HEIGHTS BL	6		MIRA MESA	Major	1815	85	154275		154275	154275							56.29	21.57														21100	SCRUB SEAL	SCRUB SEAL
S2423	SS-018385-PV1	MIRA MESA BL	PACIFIC HEIGHTS BL	HUENNEKENS ST	6		MIRA MESA	Major	2030	86	174580		174580	174580							6.74	18.59														21100	SCRUB SEAL	SCRUB SEAL NEAR SCHOOL
S2423	SS-018384-PV1	MIRA MESA BL	HUENNEKENS ST	GENETIC CENTER DR	6		MIRA MESA	Major	1240	87	107880		107880	107880																						15000	SCRUB SEAL	SCRUB SEAL
S2423	SS-018383-PV1	MIRA MESA BL	GENETIC CENTER DR	FLANDERS DR	6		MIRA MESA	Major	1270	87	110490		110490	110490																						21100	SCRUB SEAL	SCRUB SEAL
S2423	SS-018382-PV1</																																					

Work Order	Segment ID	Street Name	Cross Street 1	Cross Street 2	Council District	Trash Day	Community Planning Area	Functional Classification	Survey Length (LF)	Survey Width (LF)	Survey Area (SF)	Crack Seal (LB)	Micro-Mill Area (SF)	Scrub Seal (SF)	Slurry Seal Type I (SF)	Slurry Seal Type II (SF)	Slurry Seal Type III (SF)	6' Edge Grind (LF)	Base Repair (TONS)	Mill & Pave (TONS)	Hump Removal (LF)	Inlet Marking (EA)	Inlet Protection (EA)	Adjust Survey Monument (EA)	Reconstruct Survey Monument (EA)	Adjust Water Valve (EA)	Adjust Sewer Manhole (EA)	Traffic Loops (EA)	Traffic Loops Location	DLC (LF)	ADT	Treatment Type	Comments
S2423	SS-007472-PV1	COBB DR	NOAH WY	DIANE AV	2	Wednesday	CLAIREMONT MESA	Residential	612	38	23256		23256	23256						7.74						1					2500	SCRUB SEAL	SCRUB SEAL
S2423	SS-007471-PV1	COBB DR	BAXTER ST	NOAH WY	2	Wednesday	CLAIREMONT MESA	Residential	199	38	7562		7562	7562					13.92	4.49											2500	SCRUB SEAL	SCRUB SEAL
S2423	SS-007470-PV1	COBB DR	COBB CT	BAXTER ST	2	Wednesday	CLAIREMONT MESA	Residential	385	34	13090		13090	13090					66.75	7.70		2	2								2500	SCRUB SEAL	SCRUB SEAL
S2423	SS-007469-PV1	COBB DR	COBB PL	COBB CT	2	Wednesday	CLAIREMONT MESA	Residential	365	34	12410		12410	12410					12.13	19.79		1	1								2500	SCRUB SEAL	SCRUB SEAL
S2423	SS-007150-PV1	CHINOOK CT	WINNEBAGO AV	CHICKASAW CT	2	Wednesday	CLAIREMONT MESA	Residential	783	27	21141	190.27			21141	21141															2500	SLURRY SEAL	SLURRY SEAL TYPE I/II
S2423	SS-007139-PV1	CHICKASAW CT	CHINOOK CT	WINNEBAGO AV	2	Wednesday	CLAIREMONT MESA	Residential	370	28	10360	93.24			10360	10360				1.32							3				2500	SLURRY SEAL	SLURRY SEAL TYPE I/II
S2423	SS-007138-PV1	CHICKASAW CT	WINNEBAGO AV	GENESEE AV	2	Wednesday	CLAIREMONT MESA	Residential	640	30	19200	172.80			19200	19200															2500	SLURRY SEAL	SLURRY SEAL TYPE I/II
S2423	SS-006295-PV1	CARIB CT	WINNEBAGO AV	END	2	Wednesday	CLAIREMONT MESA	Residential	140	37	5180	46.62			5180	5180			1.13	14.55											2500	SLURRY SEAL	SLURRY SEAL TYPE I/II
S2423	SS-006274-PV1	CARDIN ST	OPPORTUNITY RD	ENGINEER RD	6		KEARNY MESA	Prime	659	48	31632	284.69			31632	31632			19.47	31.34						2					2500	SLURRY SEAL	SLURRY SEAL TYPE I/II
S2423	SS-005925-PV1	CAM SANTA FE	TOP GUN ST	MAYCREST LN (GOLDEN GLEN LN)	6		MIRA MESA	Major	2392	66	157872	1420.85	157872		62192	157872	157872			36.56		10	15					12	7		10760	SLURRY SEAL	SLURRY SEAL TYPE II/III. TYPE I OVER BIKE LANE Segment limits from Top Gun St to Golden Glen Ln
S2423	SS-005914-PV1	CAM SANTA FE	MIRA MESA BL	TOP GUN ST	6		MIRA MESA	Major	1156	72	83232	749.09	83232		30056	83232	83232			35.69		1	3						26		10000	SLURRY SEAL	N/B @ MIRA MESA BLVD 12 VEH & 1 BYK. 3 ADV S/B @ TOP GUN ST 8 VEH. 2 ADV
S2423	SS-005913-PV1	CAM SANTA FE	MAYCREST LN	CALLE CRISTOBAL	6		MIRA MESA	Major	704	68	47872	430.85	47872		18304	47872	47872			71.29		4	4				3	9		10000	SLURRY SEAL	N/B @ CALLE CRISTOBAL 7 VEH. 2 ADV	
S2423	SS-003782-PV1	BEADNELL WY	MT ABERNATHY AV	CANNINGTON DR	2		CLAIREMONT MESA	Residential	1310	38	49780		49780	49780					25.11	58.48		2	2								2500	SCRUB SEAL	SCRUB SEAL
S2423	SS-003781-PV1	BEADNELL WY	CANNINGTON DR	BERWICK DR	2		CLAIREMONT MESA	Residential	1260	38	47880		47880	47880					1.73	27.72			1							2500	SCRUB SEAL	SCRUB SEAL	
S2423	SS-003666-PV1	BAXTER ST	LEHRER DR	FIRESTONE ST	2	Wednesday	CLAIREMONT MESA	Residential	288	34	9792	88.13			9792	88.128				0.92											2500	SLURRY SEAL	SLURRY SEAL TYPE I/II
S2423	SS-003665-PV1	BAXTER ST	FIRESTONE ST	BAXTER CT	2	Wednesday	CLAIREMONT MESA	Residential	220	32	7040		7040	7040					1.13	20.29										2500	SCRUB SEAL	SCRUB SEAL	
S2423	SS-003664-PV1	BAXTER ST	BAXTER CT	COBB DR	2	Wednesday	CLAIREMONT MESA	Residential	391	32	12512		12512	12512					53.93	6.14										2500	SCRUB SEAL	SCRUB SEAL	
S2423	SS-003396-PV1	BALBOA AV	CONVOY ST	MERCURY ST	6		KEARNY MESA	Major	1750	92	161000	1449.00			45500	161000	161000			297.86	74.43		11	11					31		17000	SLURRY SEAL	SLURRY SEAL TYPE II/III. TYPE I OVER BIKE LANE. Do not resurface intersections with Convoy St and with Mercury St
S2423	SS-003395-PV1	BALBOA AV	RUFFNER ST	CONVOY ST	6		KEARNY MESA	Major	441	92	40572	365.15			11466	40572	40572			83.38	53.39							16		17000	SLURRY SEAL	SLURRY SEAL TYPE II/III. TYPE I OVER BIKE LANE. Do not resurface intersections with Ruffner St and with Convoy St	
S2423	SS-002683-PV1	ARGONNE ST	GAYLORD DR	GLASGOW DR	2	Wednesday	CLAIREMONT MESA	Residential	702	28	19656		19656	19656						3.80				1							2500	SCRUB SEAL	SCRUB SEAL

**APPENDIX I**  
**SCRUB BROOM DIAGRAM**



**APPENDIX J**

**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 K**  
**SAMPLE OF PUBLIC NOTICE (SB1 FUNDED ONLY)**



This project is funded in part by state gas tax revenue (SB1)



# CONSTRUCTION NOTICE

## PROJECT TITLE

### Street Resurfacing

As part of the Capital Improvements Program (CIP) project, funded in part by State Gas Tax revenue (SB1), in your community, street resurfacing has been scheduled for the following date and locations:

**Thursday, Aug. 31 at 7 p.m.  
to Friday, Sept. 1 at 5 a.m.**

#### The work will take place:

- Sassafras Street/India Street
- Sassafras Street/Kettner Boulevard

#### How your neighborhood may be impacted:

- No parking signs will be posted at least 72 hours before work begins. Vehicles in violation of signs **will be towed**.
- Temporary road closures, traffic rerouting, parking and access restrictions will be in effect during the work hours.
- Access to driveways will not be available when resurfacing is taking place at your driveway. Please allot extra time for ingress/egress from driveways and direct all questions about driveway access to the foreman on site.
- Trash service schedule will not be impacted. Please place trash cans in normal pickup area.

#### City of San Diego contractor contact information:

To contact the City of San Diego:  Public Works  
619-533-4207 | [engineering@sandiego.gov](mailto:engineering@sandiego.gov) | [sandiego.gov/CIP](http://sandiego.gov/CIP)

 This information is available in alternative formats upon request.



This project is funded in part by state gas tax revenue (SB1)



# CONSTRUCTION NOTICE

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 This information is available in alternative formats upon request.

**APPENDIX L**  
**ADVANCED METERING INFRASTRUCTURE (AMI) DEVICE PROTECTION**

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

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

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

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

- A. Endpoints, see Photo 1:

**Photo 1**



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



---

Network Devices, see Photo 3:

**Photo 3**



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

**Photo 4**



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

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

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

**Photo 5**

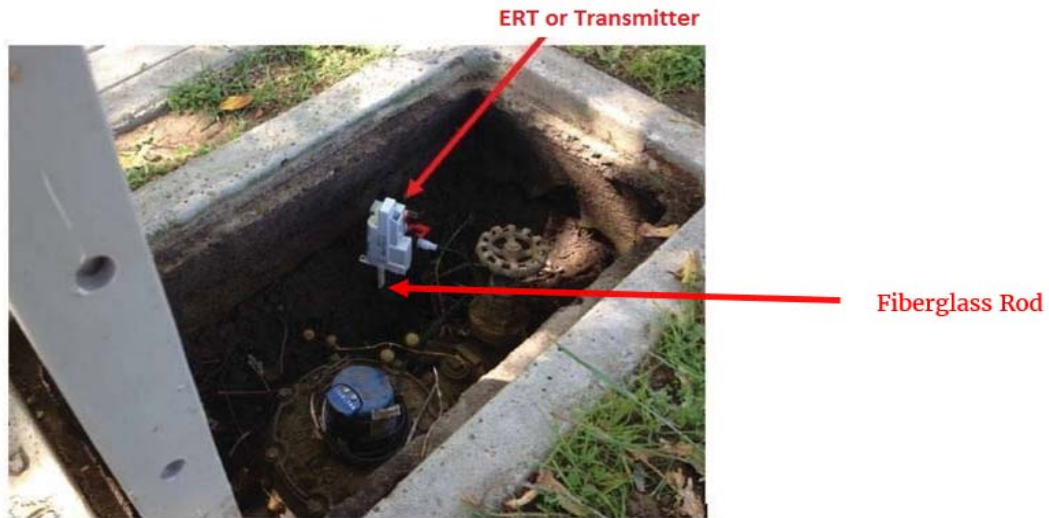


Photo 6 below is an example of disturbance that shall be avoided:

**Photo 6**



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

**Photo 7**



Another component of the AMI system are the Network Devices. The Network Devices are strategically placed units (mainly on street light poles) that collect interval meter reading data from multiple meters for transmission to the Department Control Computer. **If you come across any of these devices on street lights that will be removed or replaced (refer to Photos 8 and 9 below), notify Elvira Santiesteban, Compliance & Metering Manager 619-380-3804 and Kevin Wilson, Senior Water Utility Supervisor 619-857-8257 immediately.**

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



**Photo 8**



**Network Device**

**Photo 9**



**If you encounter any bad installations, disconnected/broken/buried endpoints, or inadvertently damage any AMI devices or cables, notify the Resident Engineer immediately. The Resident Engineer will then immediately contact Elvira Santiesteban, Compliance & Metering Manager 619-380-3804 and Kevin Wilson, Senior Water Utility Supervisor 619-857-8257.**

**APPENDIX M**  
**FIRE HYDRANT METER PROGRAM**

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

1. **PURPOSE**

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

2. **AUTHORITY**

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

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

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

2.4 California Code of Regulations, Titles 17 and 22

2.5 California State Penal Code, Section 498B.0

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

2.7 Water Department Director

**Reference**

2.8 State of California Guidance Manual for Cross Connection Programs

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

2.10 American Water Works Association Standards for Water Meters

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

3. **DEFINITIONS**

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

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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.

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

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

**Water Department Director**

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

#### APPENDIX

**Administering Division:** Customer Support Division

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

**Distribution:** DI Manual Holders



# Application for Fire Hydrant Meter (EXHIBIT A)

(For Office Use Only)

NS REQ	FAC#
DATE	BY

METER SHOP (619) 527-7449

## Meter Information

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

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

## Company Information

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

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

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

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

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

**Note:**

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

Date

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

Subject:           Discontinuation of Fire Hydrant Meter Service

Dear Water Department Customer:

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

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

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

Sincerely,

Water Department

**ATTACHMENT F**

**RESERVED**



**ATTACHMENT G**  
**CONTRACT AGREEMENT**

**ATTACHMENT G**  
**CONTRACT AGREEMENT**

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**CONSTRUCTION CONTRACT**

This contract is made and entered into between THE CITY OF SAN DIEGO, a municipal corporation, herein called "City", and Pavement Coatings Co., herein called "Contractor" for construction of **Slurry Seal Group 2423**; Bid No. **K-24-2244-DBB-3**; in the total amount Five Million Six Hundred Seventy Six Four Hundred Twenty Seven Dollars and Twenty Five Cents (\$5,676,427.25), 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 **Slurry Seal Group 2423**, on file in the office of the Purchasing & Contracting Department as Document No. **21005453**, 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 **Slurry Seal Group 2423**, Bid Number **21005453**, 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 Section 22.3102 authorizing such execution.

**THE CITY OF SAN DIEGO**

**APPROVED AS TO FORM**

By Beric Doringo

Mara W. Elliott, City Attorney  
By [Signature]

Print Name: Beric Doringo

Print Name: [Signature]

Deputy Director  
Purchasing & Contracting Department

Deputy City Attorney

Date: February 22, 2024

Date: 2/29/24

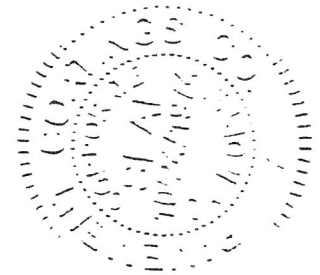
**CONTRACTOR**

By [Signature]

Print Name: James Wu

Title: Vice President

Date: 2/7/2024



City of San Diego License No.: B2011011250

State Contractor's License No.: 303609

DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) REGISTRATION NUMBER: 1000003382

## **CERTIFICATIONS AND FORMS**

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

## **BIDDER'S GENERAL INFORMATION**

To the City of San Diego:

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

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

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

State of California

County of San Diego

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

## **CONTRACTOR CERTIFICATION**

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### **DRUG-FREE WORKPLACE**

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

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

## **CONTRACTOR CERTIFICATION**

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

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

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



## **CONTRACTOR CERTIFICATION**

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

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

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

## **CONTRACTOR CERTIFICATION**

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### **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**

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### **EQUAL PAY ORDINANCE CERTIFICATION**

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

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

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

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

## **CONTRACTOR CERTIFICATION**

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### **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:

**Slurry Seal Group 2423**

(Project Title)

as particularly described in said contract and identified as Bid No.**K-24-2244-DBB**; SAP No. (IO) **21005453**; 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**

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**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.

<b>CONTRACT ITEM NO. (Bid Item)</b>	<b>KIND OF MATERIAL (Category)</b>	<b>NAME AND ADDRESS WHERE MATERIAL CAN BE INSPECTED (At Source)</b>

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 <sup>①</sup>	WHERE CERTIFIED <sup>②</sup>
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____						
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____						

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

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

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

## **ELECTRONICALLY SUBMITTED FORMS**

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

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

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

- A. BID BOND – See Instructions to Bidders, Bidders Guarantee of Good Faith (Bid Security) for further instructions**
- B. CONTRACTOR’S CERTIFICATION OF PENDING ACTIONS**
- C. 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 Pavement Coatings Co. as Principal, and The Ohio Casualty Insurance Company as Surety, are held and firmly bound unto The City of San Diego hereinafter called "OWNER," in the sum of **10% OF THE TOTAL BID AMOUNT** for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

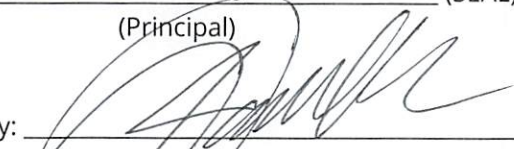
WHEREAS, said Principal has submitted a Bid to said OWNER to perform the WORK required under the bidding schedule(s) of the OWNER's Contract Documents entitled

Slurry Seal Group 2423 K-24-2244-DBB-3

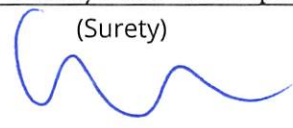
NOW THEREFORE, if said Principal is awarded a contract by said OWNER and, within the time and in the manner required in the "Notice Inviting Bids" enters into a written Agreement on the form of agreement bound with said Contract Documents, furnishes the required certificates of insurance, and furnishes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

SIGNED AND SEALED, this 2nd day of January, 2024

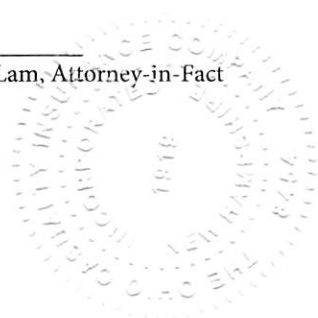
Pavement Coatings Co. (SEAL)  
(Principal)

By:   
(Signature) James Wu - Vice President

The Ohio Casualty Insurance Company (SEAL)  
(Surety)

By:   
(Signature) Evett Lam, Attorney-in-Fact

(SEAL AND NOTARIAL ACKNOWLEDGEMENT OF SURETY)



**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

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

State of California )  
County of Orange )

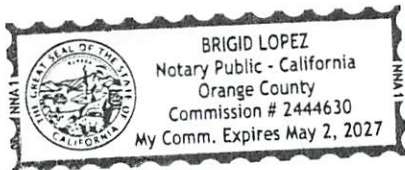
On January 2, 2024 before me, Brigid Lopez, Notary Public  
*Date Here Insert Name and Title of the Officer*

personally appeared Evelt Lam  
*Name(s) of Signer(s)*

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

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

WITNESS my hand and official seal.



Signature *Brigid Lopez*  
*Signature of Notary Public*

*Place Notary Seal Above*

**OPTIONAL**

*Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.*

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_ Document Date: \_\_\_\_\_  
Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_



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

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

Certificate No: 8208193-971991

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Brian A. McGoldrick, Brigid Lopez, Evett Lam, Marisella Rivera

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

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 21st day of June, 2022.



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

By: David M. Carey

David M. Carey, Assistant Secretary

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

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

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 21st day of June, 2022 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

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



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

By: Teresa Pastella
Teresa Pastella, Notary Public

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

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

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

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

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 2nd day of January, 2024.



By: Renee C. Llewellyn

Renee C. Llewellyn, Assistant Secretary

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

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

State of California )

County of Riverside )

On January 8, 2024 before me, Melissa Ailshie, Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared James Wu  
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature Melissa Ailshie  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: Bid Bond Document Date: 01/02/2024

Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

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

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

Signer Is Representing: \_\_\_\_\_

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

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

Signer Is Representing: \_\_\_\_\_

**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: Pavement Coatings Co.

Certified By James Wu Title Vice President


  
 Name \_\_\_\_\_ Date 1/8/2024
  
 Signature \_\_\_\_\_

**USE ADDITIONAL FORMS AS NECESSARY**

**DEBARMENT AND SUSPENSION CERTIFICATION**  
**PRIME CONTRACTOR**  
**FAILURE TO COMPLETE AND SUBMIT AT TIME OF BID SHALL RENDER BID NON-RESPONSIVE**

EFFECT OF DEBARMENT OR SUSPENSION
To promote integrity in the City's contracting processes and to protect the public interest, the City shall only enter into contracts with responsible- bidders and contractors. In accordance with San Diego Municipal Code §22.0814 (a): <i>Bidders</i> and <i>contractors</i> who have been <i>debarred</i> or <i>suspended</i> are excluded from submitting bids, submitting responses to requests for proposal or qualifications, receiving <i>contract</i> awards, executing <i>contracts</i> , participating as a <i>subcontractor</i> , employee, agent or representative of another <i>person</i> contracting with the City.

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

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

NAME	TITLE
Doug Ford	President
James Wu	Vice President
Tom Mucenski	Secretary
Nathan Beyler	Treasurer

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

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

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

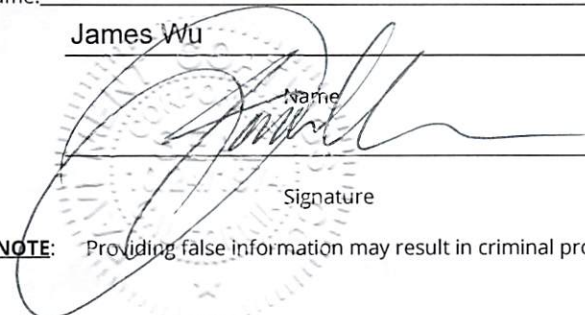
If there are any exceptions to this certification, insert the exceptions in the following space.

N/A

Exceptions will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Contractor Name: Pavement Coatings Co.

Certified By James Wu Title Vice President

  
 Name \_\_\_\_\_  
 Signature \_\_\_\_\_  
 Date 1/8/2024

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



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

\*TO BE COMPLETED BY BIDDER\*

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

Names of the Principal individual owner(s)

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

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

SUBCONTRACTOR                       SUPPLIER                       MANUFACTURER

NAME	TITLE
Quality Construction & Engineering Inc.	Mohammad Qahoush - President

SUBCONTRACTOR                       SUPPLIER                       MANUFACTURER

NAME	TITLE
Statewide Stripes, Inc	David Brilhante - President

SUBCONTRACTOR                       SUPPLIER                       MANUFACTURER

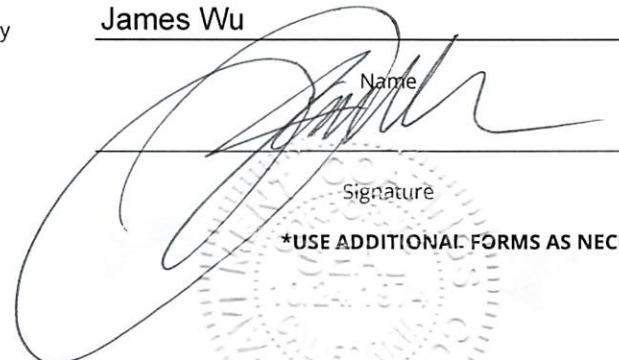
NAME	TITLE
Tesoro Contractors Inc.	Luis Barajas - CEO

SUBCONTRACTOR                       SUPPLIER                       MANUFACTURER

NAME	TITLE
Pavement Rehab Company	Robert Steen - President

Contractor Name: Pavement Coatings Co.

Certified By James Wu Title Vice President

Name  
  
 Signature

Date 1/8/2024

\*USE ADDITIONAL FORMS AS NECESSARY\*\*

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

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

SUBCONTRACTOR                       SUPPLIER                       MANUFACTURER

NAME	TITLE

SUBCONTRACTOR                       SUPPLIER                       MANUFACTURER

NAME	TITLE

SUBCONTRACTOR                       SUPPLIER                       MANUFACTURER


NAME	TITLE

SUBCONTRACTOR                       SUPPLIER                       MANUFACTURER

NAME	TITLE

Contractor Name: Pavement Coatings Co.

Certified By James Wu Title Vice President

  
 Name \_\_\_\_\_  
 Signature \_\_\_\_\_  
 Date 1/8/2024

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

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

\*TO BE COMPLETED BY BIDDER\*

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

SUBCONTRACTOR                       SUPPLIER                       MANUFACTURER

NAME	TITLE
Sustainable Emulsions, LLC	Stephen Concannon - President

SUBCONTRACTOR                       SUPPLIER                       MANUFACTURER

NAME	TITLE
Chandler Aggregates	Eric Wener - President

SUBCONTRACTOR                       SUPPLIER                       MANUFACTURER

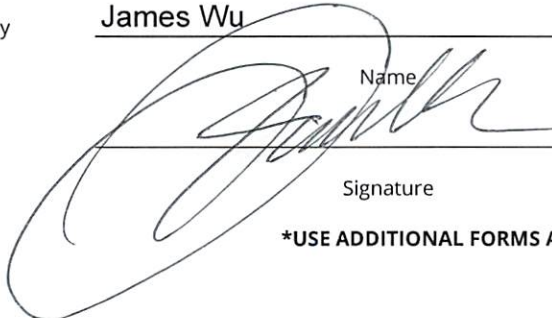
NAME	TITLE
CDG Materials	Dave Beck - President

SUBCONTRACTOR                       SUPPLIER                       MANUFACTURER

NAME	TITLE
Superior Ready Mix Concrete, LP	Chris Brouwer - Vice President of Sales

Contractor Name: Pavement Coatings Co.

Certified By James Wu Title Vice President

Name  
  
 Signature

Date 1/8/2024

\*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
Western Emulsion, Inc	Matt Blake - CEO

SUBCONTRACTOR                       SUPPLIER                       MANUFACTURER

NAME	TITLE

SUBCONTRACTOR                       SUPPLIER                       MANUFACTURER


NAME	TITLE

SUBCONTRACTOR                       SUPPLIER                       MANUFACTURER

NAME	TITLE

Contractor Name: Pavement Coatings Co.

Certified By James Wu Title Vice President

  
 Name  
 Signature

Date 1/8/2024

\*USE ADDITIONAL FORMS AS NECESSARY\*\*

## Mandatory Disclosure of Business Interests Form

### BIDDER/PROPOSER INFORMATION

Legal Name		DBA	
Pavement Coatings Co.		N/A	
Street Address	City	State	Zip
10240 San Sevaine Way, Jurupa Valley		California	91752
Contact Person, Title		Phone	Fax
James Wu - Vice President		714-826-3011	714-826-3129

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
Doug Ford	President
City and State of Residence	Employer (if different than Bidder/Proposer)
Jurupa Valley, CA	Pavement Coatings Co.
Interest in the transaction	
General Contractor - 50% or Greater	

Name	Title/Position
James Wu	Vice President
City and State of Residence	Employer (if different than Bidder/Proposer)
Jurupa Valley, CA	Pavement Coatings Co.
Interest in the transaction	
General Contractor - 50% or Greater	

**\* 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.

James Wu - Vice President

Print Name, Title

Signature

Date

1/8/2024

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.

## Bid Results

### Bidder Details

**Vendor Name** Pavement Coatings Co.  
**Address** 10240 San Sevaine Way  
Jurupa Valley, California 91752  
United States  
**Respondee** James Wu  
**Respondee Title** Vice President  
**Phone** 714-826-3011  
**Email** jvbids@pavementcoatings.com  
**Vendor Type** CADIR  
**License #** 303609  
**CADIR** 1000003382

### Bid Detail

**Bid Format** Electronic  
**Submitted** 01/11/2024 1:51 PM (PST)  
**Delivery Method**  
**Bid Responsive**  
**Bid Status** Submitted  
**Confirmation #** 359204

### Respondee Comment

### Buyer Comment

### Attachments

File Title	File Name	File Type
Signed Contractors Cert of Pending Actions.pdf	Signed Contractors Cert of Pending Actions.pdf	CONTRACTERS CERT OF PENDING ACTIONS
Signed Mandatory Disclosure of Business Interests Form.pdf	Signed Mandatory Disclosure of Business Interests Form.pdf	MANDATORY DISCLOSURE OF BUSINESS INTERESTS FORM
Signed Debarment and Suspension Certification (Prime).pdf	Signed Debarment and Suspension Certification (Prime).pdf	DEBARMENT AND SUSPENSION CERTIFICATION (PRIME CONTRACTOR)
Signed Debarment and Suspension Certification (Subcontractors).pdf	Signed Debarment and Suspension Certification (Subcontractors).pdf	DEBARMENT AND SUSPENSION CERTIFICATION (SUBCONTRACTORS/SUPPLIERS/MANUFACTURERS)
Signed Bid Bond.pdf	Signed Bid Bond.pdf	Bid Bond

## Subcontractors

Showing 4 Subcontractors

Name & Address	Desc	License Num	CADIR	Amount	Type
<b>Pavement Rehab Company</b> 2890 E. La Cresta Ave. Anaheim, California 92806	Constructor: Crack Seal	1051374	1000064823	\$63,570.00	
<b>Quality Construction &amp; Engineering i</b> 11956 Bernardo Plaza Drive #133 san diego, California 92128	Constructor: Raise Appurtenance to Grade (Water, Sewer), Adjust Existing Manhole Frame and Cover to Grade, Survey Monument Lids, Reconstruct Survey Monument Box, Adjust Existing Survey Monument to Grade, Crushed Miscellaneous Base, Removal of Humps, Lumps, and Pavement Irregularities, Asphalt Pavement Repair, Asphalt Concrete with Pavement Fabric Material	1005282	1000026419	\$1,107,055.17	CADIR, SDB, SLBE, PQUAL, Local
<b>Statewide Stripes Inc.</b> PO Box 600710 San Diego, California 92160	Constructor: Post-Construction Inlet Markers EA, Remove, Replace & Install Traffic Striping, Markers, Markings, and Devices LS, Nobel Dr Striping, Signage & Electrical Improvement LS	788286	1000001334	\$908,455.86	DBE, CADIR, Local
<b>Tesoro Contractors Inc</b> 9600 Kauffman Ave South Gate, California 90280	Constructor: Traffic Loop Detector Replacement or Conduit Stub Installed, Detector Lead-In Cable	1091855	1000995757	\$254,512.00	DBE, CADIR, SDB

## Line Items

Discount Terms No Discount

Item #	Item Code	Type	Item Description	UOM	QTY	Unit Price	Line Total	Response	Comment
							<b>Main Bid</b>		
							\$5,676,427.25		
1	237310		Raise Appurtenance to Grade (Water, Sewer)	EA	122	\$270.00	\$32,940.00	Yes	
2	237310		Adjust Existing Manhole Frame and Cover to Grade	EA	36	\$815.00	\$29,340.00	Yes	
3	237310		Survey Monument Lids	EA	2	\$270.00	\$540.00	Yes	
4	237310		Reconstruct Survey Monument Box	EA	5	\$980.00	\$4,900.00	Yes	
5	237310		Adjust Existing Survey Monument to Grade	EA	2	\$1,000.00	\$2,000.00	Yes	
6	237310		Crushed Miscellaneous Base	TON	2247	\$21.50	\$48,310.50	Yes	
7	238210		Traffic Detector Loop Replacement or Conduit Stub Installed	EA	553	\$450.00	\$248,850.00	Yes	
8	238210		Detector Lead In Cable	LF	1060	\$8.00	\$8,480.00	Yes	
9	237310		Removal of Humps, Lumps, and Pavement Irregularities	LF	186	\$27.00	\$5,022.00	Yes	
10	237310		Asphalt Pavement Repair	TON	3983	\$250.00	\$995,750.00	Yes	
11	237310		Edge Grind AC Pavement	LF	13460	\$2.85	\$38,361.00	Yes	
12	237310		Micro-Mill AC Pavement (<1)	SF	2558740	\$0.21	\$537,335.40	Yes	
13	237310		Asphalt Concrete with Pavement Fabric Material	TON	500	\$35.00	\$17,500.00	Yes	
14	237310		Rubber Polymer Modified Slurry (RPMS) Type I	SF	894225	\$0.21	\$187,787.25	Yes	
15	237310		Rubber Polymer Modified Slurry (RPMS) Type II	SF	1775995	\$0.27	\$479,518.65	Yes	
16	237310		Rubber Polymer Modified Slurry (RPMS) Type III	SF	1258075	\$0.47	\$591,295.25	Yes	
17	237310		Polymer Modified Rejuvenating Emulsion (PMRE) Scrub Seal	SF	1791863	\$0.40	\$716,745.20	Yes	
18	237310		Crack Seal	LB	16300	\$4.00	\$65,200.00	Yes	
19	237310		Post-construction Requirements - Inlet Markings	EA	117	\$56.00	\$6,552.00	Yes	
20	524126		Bonds (Payment and Performance)	LS	1	\$20,000.00	\$20,000.00	Yes	1000
21	541330		WPCP Development	LS	1	\$1,000.00	\$1,000.00	Yes	
22	237310		WPCP Implementation	LS	1	\$10,000.00	\$10,000.00	Yes	
23			Field Orders (EOC Type II)	AL	1	\$100,000.00	\$100,000.00	Yes	
24	237310		Remove, Replace & Install Traffic Striping, Markers, Markings, and Devices	LS	1	\$662,000.00	\$662,000.00	Yes	
25	541330		Traffic Control and Working Drawings	LS	1	\$600,000.00	\$600,000.00	Yes	
26	541330		Engineered Traffic Control Plans and Additional Traffic Control - EOC Type I	LS	1	\$5,000.00	\$5,000.00	Yes	
27	237310		Nobel Dr Striping, Signage & Electrical Improvement	LS	1	\$262,000.00	\$262,000.00	Yes	



## Line Item Subtotals

Section Title	Line Total
Main Bid	\$5,676,427.25
Grand Total	\$5,676,427.25