

City of San Diego

CONTRACTOR'S NAME: ATP General Engineering Contractors A division of Hanson Aggregates PSW LLC

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Phone No. (619) 533-4618

J. Lopez / M. Jirjis Nakasha / N. Alkuree

BIDDING DOCUMENTS



FOR

AC Overlay Group 2301



BID NO.: K-24-2203-DBB-3

SAP NO. (WBS/IO/CC): B-23130

CLIENT DEPARTMENT: 2116

COUNCIL DISTRICT: 2, 3, 7, 9

PROJECT TYPE: ID

THIS CONTRACT WILL BE SUBJECT TO THE FOLLOWING:

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

BID DUE DATE:

2:00 PM

October 5, 2023

CITY OF SAN DIEGO'S ELECTRONIC BIDDING SITE, PLANETBIDS

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

ENGINEER OF WORK

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



For City Engineer

09/01/2023
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"> • Joint Venture Agreement • Joint Venture License 	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 **AC Overlay Group 2301**. 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 **\$6,460,000**.
4. **BID DUE DATE AND TIME ARE: OCTOBER 5, 2023 at 2:00 PM.**
5. **PREVAILING WAGE RATES APPLY TO THIS CONTRACT:** Refer to Attachment D.
6. **LICENSE REQUIREMENT:** To be eligible for award of this contract, Prime contractor must possess the following licensing classification: **A**
7. **SUBCONTRACTING PARTICIPATION PERCENTAGES:** 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	12.9%
2. ELBE participation	12.1%
3. Total mandatory participation	25.0%
 - 7.2. The current list of Certified SLBE/ELBE Firms to be used for outreach for this project is posted to the Documents tab on PlanetBids.
 - 7.3. The Bid may be declared non-responsive if the Bidder fails to meet the following requirements:
 - 7.3.1. Include SLBE-ELBE certified subcontractors at the overall mandatory participation percentage identified in this document; OR
 - 7.3.2. Submit Good Faith Effort (GFE) documentation, saved in searchable Portable Document Format (PDF), demonstrating the Bidder made a good faith effort to conduct outreach to and include SLBE-ELBE Subcontractors as required in

this solicitation by 5 PM 3 Working Days after the Bid opening if the overall mandatory participation percentage is not met.

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

8. AWARD PROCESS:

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

9. SUBMISSION OF QUESTIONS:

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

rmcminn@sandiego.gov

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

INSTRUCTIONS TO BIDDERS

1. PREQUALIFICATION OF CONTRACTORS:

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

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

2. **ELECTRONIC FORMAT RECEIPT AND OPENING OF BIDS:** Bids will be received in electronic format (eBids) EXCLUSIVELY at the City of San Diego's electronic bidding (eBidding) site, at: <http://www.sandiego.gov/cip/bidopps/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”) http://www.greenbookspecs.org/	2021	ECPI010122-01
City of San Diego Standard Specifications for Public Works Construction (“The WHITEBOOK”)* https://www.sandiego.gov/ecp/edocref/greenbook	2021	ECPI010122-02
City of San Diego Standard Drawings* https://www.sandiego.gov/ecp/edocref/standarddraw	2021	ECPI010122-03
Citywide Computer Aided Design and Drafting (CADD) Standards https://www.sandiego.gov/ecp/edocref/drawings	2018	PWPI010119-04
California Department of Transportation (CALTRANS) Standard Specifications https://dot.ca.gov/programs/design/october-2022-ccs-standard-plans-and-standard-specifications	2022	ECPD081023-05

Title	Edition	Document Number
CALTRANS Standard Plans https://dot.ca.gov/programs/design/october-2022-ccs-standard-plans-and-standard-specifications	2022	ECPD081023-06
California Manual on Uniform Traffic Control Devices Revision 7 (CA MUTCD Rev 7) https://dot.ca.gov/programs/safety-programs/camutcd	2014	ECPD081023-07
<p>NOTE: *Available online under Engineering Documents and References at: https://www.sandiego.gov/ecp/edocref/</p> <p>*Electronic updates to the Standard Drawings may also be found in the link above</p>		

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

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

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

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

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

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

14. AWARD:

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

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

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

Original Bid Bond shall be submitted to:

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

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

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

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

21. **BID RESULTS:**

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

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

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

22. THE CONTRACT:

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

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

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

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

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

25. PRE-AWARD ACTIVITIES:

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

PERFORMANCE BOND, LABOR AND MATERIALMEN'S BOND

FAITHFUL PERFORMANCE BOND AND LABOR AND MATERIALMEN'S BOND:

Martin Marietta San Diego Aggregates LLC dba ATP General Engineering Contractors, a Limited Liability Company as principal, and Arch 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 Six Million Four Hundred Forty Three Thousand Five Hundred Sixty Five Dollars and Fifty Three Cents (\$6,443,565.53) for the faithful performance of the annexed contract, and in the sum of Six Million Four Hundred Forty Three Thousand Five Hundred Sixty Five Dollars and Fifty Three Cents (\$6,443,565.53) for the benefit of laborers and materialmen designated below.

Conditions:

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

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

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

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

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

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

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

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

THE CITY OF SAN DIEGO

By: Beric Doringo

Print Name: Beric Doringo
Deputy Director
Purchasing & Contracting Department
Date: 11/16/2023

APPROVED AS TO FORM

Mara W. Elliott, City Attorney

By: Ryan P. Gerrity

Print Name: RYAN P. GERRITY
Deputy City Attorney
Date: 1/26/2024

CONTRACTOR Martin Marietta San Diego Aggregates
LLC dba ATP General Engineering
Contractors

By: David A. Donnelly

Print Name: David A. Donnelly, Vice President

Date: 11/8/23

SURETY Arch Insurance Company

By: Debra A. Deming
Attorney-In-Fact

Print Name: Debra A. Deming

Date: November 7, 2023

865 South Figueroa Street, Suite 2700, Los Angeles, CA 90017
Local Address of Surety

(213) 283-3500
Local Phone Number of Surety

\$5,477.00
Premium

SU1191994
Bond Number

ACKNOWLEDGMENT

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

State of California
County of San Diego)

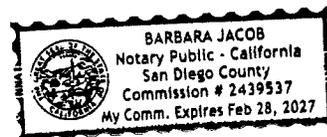
On 11/8/23 before me, Barbara Jacob, Notary Public
(insert name and title of the officer)

personally appeared David A. Donnelly,
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  (Seal)



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

State of New York

County of New York

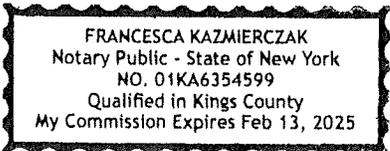
On this 7th day of November in the year 2023 before me

Francesca Kazmierczak, Notary Public, personally appeared

Debra A. Deming who provide 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 instruments 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 New York that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Francesca Kazmierczak
Signature of Notary Public

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. Not valid for Note, Loan, Letter of Credit, Currency Rate, Interest Rate or Residential Value Guarantees.

POWER OF ATTORNEY

Know All Persons By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal administrative office in Jersey City, New Jersey (hereinafter referred to as the "Company") does hereby appoint:

Aklma Noorhassan, Anne L. Potter, Beverly A. Woolford, Debra A. Deming, Frances Rodriguez, Francesca Kazmierczak, Jennifer L. Jakaitis, Kemal Brkanovic, Peter Healy, Sandra Diaz, Susan A. Welsh and Valerie Spates of New York, NY (EACH)

its true and lawful Attorney(s)in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed: Any and all bonds, undertakings, recognizances and other surety obligations, in the penal sum not exceeding One Hundred Fifty Million Dollars (\$150,000,000.00).

This authority does not permit the same obligation to be split into two or more bonds In order to bring each such bond within the dollar limit of authority as set forth herein.

The execution of such bonds, undertakings, recognizances and other surety obligations in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal administrative office in Jersey City, New Jersey.

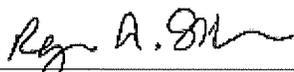
This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on August 31, 2022, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"**VOTED**, That the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them subject to the limitations set forth in their respective powers of attorney, to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances and other surety obligations obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on August 31, 2022:

VOTED, That the signature of the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on August 31, 2022, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company. **In Testimony Whereof**, the Company has caused this instrument to be signed and its corporate seal to be affixed by their authorized officers, this 17th day of March, 2023.

Attested and Certified



Regan A. Shulman, Secretary



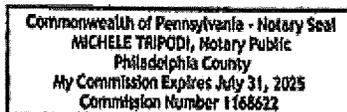
Arch Insurance Company

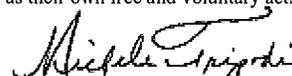


Stephen C. Ruschak, Executive Vice President

**STATE OF PENNSYLVANIA SS
COUNTY OF PHILADELPHIA SS**

I, **Michele Tripodi**, a Notary Public, do hereby certify that Regan A. Shulman and Stephen C. Ruschak personally known to me to be the same persons whose names are respectively as Secretary and Executive Vice President of the Arch Insurance Company, a Corporation organized and existing under the laws of the State of Missouri, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they being thereunto duly authorized signed, sealed with the corporate seal and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary acts for the uses and purposes therein set forth.



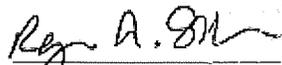


Michele Tripodi, Notary Public
My commission expires 07/31/2025

CERTIFICATION

I, **Regan A. Shulman**, Secretary of the Arch Insurance Company, do hereby certify that the attached **Power of Attorney** dated **March 17, 2023** on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said Stephen C. Ruschak, who executed the Power of Attorney as Executive Vice President, was on the date of execution of the attached Power of Attorney the duly elected Executive Vice President of the Arch Insurance Company.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the Arch Insurance Company on this 7th day of November 2023



Regan A. Shulman, Secretary

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

PLEASE SEND ALL CLAIM INQUIRIES RELATING TO THIS BOND TO THE FOLLOWING ADDRESS:

**Arch Insurance – Surety Division
3 Parkway, Suite 1500
Philadelphia, PA 19102**



**To verify the authenticity of this Power of Attorney, please contact Arch Insurance Company at SuretyAuthentic@archinsurance.com
Please refer to the above named Attorney-In-Fact and the details of the bond to which the power is attached.**

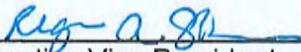
ARCH INSURANCE COMPANY
STATEMENT OF FINANCIAL CONDITION
DECEMBER 31, 2022

Assets

Cash & Cash Equivalents in Banks	\$164,221,743
Bonds owned	5,593,459,350
Stocks	661,945,887
Premiums in course of collection	759,892,858
Accrued interest and other assets	<u>1,233,903,208</u>
 Total Assets	 <u>\$ 8,413,423,046</u>

Liabilities

Reserve for losses and adjustment expenses	\$3,263,943,304
Reserve for unearned premiums	1,564,373,124
Ceded reinsurance premiums payable	408,386,710
Amounts withheld or retained by company for account of others	212,472,379
Reserve for taxes, expenses and other liabilities	<u>983,651,831</u>
 Total Liabilities	 \$6,432,827,348
 Surplus as regards policyholders	 <u>1,980,595,698</u>
 Total Surplus and Liabilities	 <u>\$8,413,423,046</u>

By:  Attest: 
Executive Vice President, Chief Financial Officer and Treasurer Executive Vice President, General Counsel and Secretary

State of New Jersey)
) SS
County of Hudson)

Thomas James Ahern, Executive Vice President, Chief Financial Officer and Treasurer and Regan Shulman, Executive Vice President, General Counsel and Secretary being duly sworn, of ARCH INSURANCE COMPANY, Missouri; and that the foregoing is a true and correct statement of financial condition of said company, as of December 31, 2022.

Subscribed and sworn to before me, this 14 day of March 2023

Notary Public 

BRITTANY CONKLIN
Notary Public, State of New Jersey
Comm. # 50204279
My Commission Expires 11/07/2027



ATTACHMENTS

ATTACHMENT A
SCOPE OF WORK

SCOPE OF WORK

1. **SCOPE OF WORK:** Work will involve furnishing all labor, materials, equipment, services, quality assurance and construction including, but not limited to, grinding, cold milling, hauling and disposal of the existing asphalt, concrete and fabric, installment of new pavement, excavation for pavement base repair, raising appurtenances and survey monuments to grade, street sweeping, curb gutter removal and replacement, sidewalk panel removal and replacement, cross gutter removal and replacement, tree trimming, root pruning, tree root relocation, tree removal, vegetation removal, replacing traffic striping/markings/markers/devices, replacing vehicle detector loops and stubs, and storm drain inlet protection.

1.1. The Work shall be performed in accordance with:

1.1.1. The Notice Inviting Bids and the following Appendices, inclusive:

- **Appendix E - Location Maps**
- **Appendix J - Estimated Asphalt Construction Quantities**
- **Appendix K - Estimated Concrete Construction Quantities**
- **Appendix L - Estimated Tree Construction Quantities**
- **Appendix M - Estimated Curb Ramp Quantities**

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

See **Appendix E – Location Maps**.

The Engineer may substitute street segments with other street segments within the same geographical area due to roadway conditions, construction or utility conflicts or urgent community needs. Please refer to Supplementary Special Provision Section 2-7.1.

3. **CONTRACT TIME:** The Contract Time for completion of the Work shall be **132 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 it's duly authorized officer, may consent to the substitution of another person as a Subcontractor or Supplier in any of the following situations:
 - i. When the Subcontractor or Supplier listed in the Bid, after having a reasonable opportunity to do so, fails or refuses to execute a written Contract for the scope of work specified in the subcontractor's bid and at the price specified in the subcontractor's bid, when that written contract, based upon the general terms, conditions, plans, and specifications for the project involved or the terms of the subcontractor's written bid, is presented to the subcontractor by the prime contractor.
 - ii. When the listed Subcontractor or Supplier becomes insolvent or the subject of an order for relief in bankruptcy.
 - iii. When the listed Subcontractor or Supplier fails or refuses to perform his or her subcontract.
 - iv. When the listed Subcontractor fails or refuses to meet bond requirements as set forth in Public Contract Code §4108.

- v. When you demonstrate to the City or its duly authorized officer, subject to the provisions set forth in Public Contract Code §4107.5, that the name of the Subcontractor was listed as the result of an inadvertent clerical error.
 - vi. When the listed Subcontractor is not licensed pursuant to Contractor License Law.
 - vii. When the City, or its duly authorized officer, determines that the Work performed by the listed Subcontractor or that the materials or supplies provided by the listed Supplier are substantially unsatisfactory and not in substantial accordance with the Plans and specifications or that the Subcontractor or Supplier is substantially delaying or disrupting the progress of the Work.
 - viii. When the listed Subcontractor is ineligible to work on a public works project pursuant to §§1777.1 or 1777.7 of the Labor Code.
 - ix. When the City or its duly authorized agent determines that the listed Subcontractor is not a responsible contractor.
- b) Permit a Contract to be voluntarily assigned or transferred or allow it to be performed by anyone other than the original Subcontractor, Supplier listed in the original Bid without the consent of the City, or its duly authorized officer.
 - c) Other than in the performance of "Change Orders" causing changes or deviations from the Contract, sublet or subcontract any portion of the Work, or contract for materials or supplies in excess of 0.5% of your total bid or \$10,000, whichever is greater, as to which his or her original Bid did not designate a Subcontractor or Supplier.
8. Following receipt of notice from you of the proposed substitution of a Subcontractor or Supplier, the listed Subcontractor or Supplier who has been so notified shall have 5 Working Days within which to submit written objections to the substitution to the Contract Specialist with a copy to the Engineer. Failure to file these written objections shall constitute the listed Subcontractor or Supplier's consent to the substitution. If written objections are filed, the City shall give notice in writing of at least 5 Working Days to the listed Subcontractor or Supplier of a hearing by the City on your request for substitution.

I. PROMPT PAYMENT.

- 1. You or your Subcontractors shall pay to any subcontractor, not later than 7 Calendar Days of receipt of each progress payment, unless otherwise agreed to in writing, the respective amounts allowed you on account of the Work performed by the Subcontractors, to the extent of each Subcontractor's interest therein. In cases of Subcontractor performance deficiencies, you shall

make written notice of any withholding to the Subcontractor with a copy to the Contracts Specialist. Upon correction of the deficiency, you shall pay the Subcontractor the amount previously withheld within 14 Calendar Days after payment by the City.

2. Any violation of California Business and Professions Code, §7108.5 concerning prompt payment to Subcontractors shall subject the violating Contractor or Subcontractor to the penalties, sanctions, and other remedies of that section. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to you or your Subcontractor in the event of a dispute involving late payment or nonpayment by the Prime Contractor, deficient subcontract performance, or noncompliance by a Subcontractor.

J. PROMPT PAYMENT OF FUNDS WITHHELD TO SUBCONTRACTORS.

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

K. CERTIFICATION.

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

- e) Subcontractors' valid proof of certification status (copies of MBE, WBE, DBE, or DVBE certifications) shall be submitted as required.

L. CONTRACT RECORDS AND REPORTS.

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

EQUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP)

SECTION B - SLBE-ELBE SUBCONTRACTING REQUIREMENTS

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

A. GENERAL.

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

B.

DEFINITIONS.

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

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

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

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

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

C. SUBCONTRACTOR PARTICIPATION.

1. For the purpose of satisfying subcontracting participation requirements, only 1st tier SLBE–ELBE Subcontractors will be recognized as participants in the Contract according to the following criteria:
 - a) For credit to be allowed toward a respective participation level, all listed SLBE-ELBE firms shall have been certified by the Bid due date.
 - b) The Subcontractor shall perform a commercially useful function for credit to be allowed toward subcontractor participation levels. The Subcontractor shall be required by you to be responsible for the execution of a distinct element of the Work and shall carry out its responsibility by actually performing and supervising its own workforce.
 - c) If the Bidder is seeking the recognition of materials, supplies, or both towards achieving any mandatory subcontracting participation level, the Bidder shall indicate on Form AA40 – Named Equipment/Material Supplier List with the Bid the following:
 - i. If the materials or supplies are obtained from a SLBE-ELBE manufacturer, the Bidder will receive 100% of the cost of the materials or supplies toward SLBE participation. For the purposes of counting SLBE-ELBE participation, a manufacturer is a firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the Contract and of the general character described by the specifications.
 - ii. If the materials or supplies are obtained from a SLBE-ELBE supplier, the Bidder will receive 60% of the cost of the materials or supplies toward SLBE participation. For the

purposes of counting SLBE-ELBE participation a Supplier is a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the Contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a supplier, the firm shall be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. A person may be a supplier in such bulk items as petroleum products, steel, cement, gravel, stone, or asphalt without owning, operating, or maintaining a place of business if the person both owns and operates distribution equipment for the products. Any supplementing of the suppliers' own distribution equipment shall be by a long-term lease agreement and shall not be on an ad hoc or contract-by-contract basis.

- iii. If the materials or supplies are obtained from a SLBE-ELBE, which is neither a manufacturer nor a supplier, the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, fees or transportation charges for the delivery of materials or supplies required on a job site will be counted toward SLBE-ELBE participation, provided the fees are reasonable and not excessive as compared with fees customarily allowed for similar services. No portion of the cost of the materials and supplies themselves will be counted toward SLBE-ELBE participation.
- d) If the Bidder is seeking the recognition of SLBE-ELBE Trucking towards achieving any mandatory subcontracting participation level, the Bidder shall indicate it on Form AA35 – List of Subcontractors with the Bid. The following factors will be evaluated in determining the credit to be allowed toward the respective participation level:
 - i. The SLBE-ELBE shall be responsible for the management and supervision of the entire trucking operation for which it is getting credit on a particular Contract and there shall not be a contrived arrangement for the purpose of counting SLBE-ELBE participation.
 - ii. The SLBE-ELBE shall itself own and operate at least 1 fully licensed, insured, and operational truck used on the Contract.

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

D. SLBE-ELBE SUBCONTRACTOR PARTICIPATION PERCENTAGES.

1. Contracts valued at \$1,500,000 and above will be considered Major Public Works Contracts and will include a mandatory Subcontractor participation requirement for SLBE-ELBE firms.
 - a) The Bidder shall achieve the mandatory Subcontractor participation requirement or demonstrate GFE.
 - b) The Bidders shall indicate the participation on Forms AA35 - List of Subcontractors and AA40 - Named Equipment/Material Supplier List as applicable regardless of the dollar value.
 - c) An SLBE-ELBE Bidder may count its own participation toward achieving the mandatory goal as long as the SLBE-ELBE Bidder performs 51% of the Contract Price.
- 2.. Contracts Valued over \$1,000,000 and under \$1,500,000 will also be considered Major Public Works Contracts and will include the mandatory subcontractor participation requirements described above and the following:
 - a) 5% bid discount for SLBE-ELBE firms.
 - b) Non-certified Contractor will receive 5% bid discount if they achieve the specified mandatory Subcontracting participations.

- c) Bid discounts shall not apply if the award will result in a total contract cost of \$50,000 in excess of the apparent lowest Bid.
 - d) In the event of a tie bid between a SLBE-ELBE Bidder and a non-SLBE-ELBE Bidder, the SLBE-ELBE Bidder will be awarded the Contract.
 - e) In the event of a tie bid between a discounted Bid and a non-discounted Bid, the discounted Bid will be awarded the Contract.
3. Contracts valued over \$500,000 up to \$1,000,000 will be considered Minor Public Works Contracts and will be awarded through a competitive Bid process open only to City certified SLBE-ELBE firms. If there are no bidders or no responsible bidders, the Contract will be made available to all Bidders and will be subject to requirements listed in items 1 and 2 for Major Public Works Contracts above.
4. Contracts valued at \$500,000 and below will also be considered Minor Public Works Contracts and will be awarded through a competitive bid process open only to City certified ELBEs unless there are less than 2 firms available at which it will be awarded through a competitive process open only to the City certified SLBE-ELBE firms. If there are no bidders or no responsible bidders, the Contract will be made available to all Bidders and subject to requirements listed in items 1 and 2 for Major Public Works Contracts above.

E. JOINT VENTURES.

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

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

F. MAINTAINING PARTICIPATION LEVELS.

1. Credit and preference points are earned based on the level of participation proposed prior to the award of the Contract. Once the Project begins you shall achieve and maintain the SLBE-ELBE participation levels for which credit and preference points were earned. You shall maintain the SLBE-ELBE percentages indicated at the Award of Contract and throughout the Contract Time.
2. If the City modifies the original Scope of Work, you shall make reasonable efforts to maintain the SLBE-ELBE participation for which creditor preference points were earned. If participation levels will be reduced, approval shall be received from the City prior to making changes.
3. You shall notify and obtain written approval from the City in advance of any reduction in subcontract scope, termination, or substitution for a designated SLBE-ELBE Subcontractor. Failure to do so shall constitute a material breach of the Contract.

4. If you fail to maintain the SLBE-ELBE participation listed at the time the Contract is awarded and have not received prior approval from the City, the City may declare you in default and will be considered grounds for debarment under Chapter 2, Article 2, Division 8, of the San Diego Municipal Code.

G. SUBCONTRACTING EFFORTS REVIEW AND EVALUATION.

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

H. GOOD FAITH EFFORT DOCUMENTATION.

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

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

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

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

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

Holiday	Observed On
Juneteenth	June 19

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

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

SECTION 2 - SCOPE OF THE WORK

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 project consists of several street segments throughout the City of San Diego as shown in **Appendix E - Location Maps**. The Engineer may substitute specific street segments for asphalt overlay or slurry seal due to roadway conditions, utility or construction conflicts or urgent community needs. The Engineer will provide notice of the change in writing. The Engineer may substitute street segments with other street segments within the same geographical areas as shown in **Appendix J - Estimated Asphalt**

Construction Quantities, with no additional mobilization costs. The Engineer will adjust the locations provided in the Contract Documents as needed.

2. The Engineer may identify locations to be done ahead of the Contractor's schedule with a 30-day written notification so that curb ramps could be done ahead of the paving at no cost to the City.
3. The Bid quantities in the Appendices are estimates based on a street assessment survey. The Bid quantities are for estimating purposes only and will likely vary due to continued deterioration of the streets, such as streets quantified as having no cubic yards of Excavation for digout repair, may in fact need a digout 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", 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.
8. The QCP shall include a sample Daily Quality Control Inspection report. See example in **Appendix G – Contractor's Daily Quality Control Inspection Report.**
9. Additions and Alterations to the Contractor's Quality Control Plan may be requested at the discretion 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 working days from the date the request 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 Contractors Quality Control Plan, conform to the Contract Documents.

3-8.7.7 Payment. To the “WHITEBOOK”, Item 1, DELETE in its entirety and SUBSTITUTE with the following:

1. The payment for preparation, submittal, implementation, testing and maintenance of the Quality Control Plan in accordance with the Contract Documents shall be included in the Contract Price.

3-9 TECHNICAL STUDIES AND SUBSURFACE DATA. To the “WHITEBOOK”, ADD the following:

5. In preparation of the Contract Documents, the designer has relied upon the following reports of explorations and tests at the Work Site:
 - a) AC Overlay Group 2301 Pavement Core Sample Results. See **Appendix O – Pavement Core Sample Results**

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

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

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

3-13.1 Completion. To the “WHITEBOOK”, ADD the following:

2. Substantial Completion, in accordance with 3-13.1.1, “Requirements Before Requesting Substantial Completion”, shall be completed in sequential phases as defined below and all remaining street segments shall be completed per the contractor’s schedule as approved by the Engineer.

Phase	Work Description	Limits of Work
1	Barker Way (All work associated with curb ramps installation and street resurfacing to be completed before February 1 st , 2024 due to bird breeding season)	Boulder Lake Ave to Coleshill Dr

ADD:

3-13.1.3

Intermediate Project Walk-through and Punchlist Procedure.

1. When you consider that the Work and Services are complete for a Project Area, notify the Engineer in writing that the Project Area is complete and request that you and the Engineer perform a Walk-through for the generation of an Area Punchlist. You shall notify the Engineer at least 7 Working Days in advance of the Walk-through.
2. The Engineer will first determine if the Project Area is ready for an Intermediate Project Walk-through by verifying whether you have completed all items as required by 3-13.1.1, "Requirements Before Requesting a Walk-through" for the Project Area.
3. The Engineer shall facilitate the Intermediate Project Walk-through.
4. You shall make Plans, specifications, and technical data, such as submittals and equipment manuals, test results, documentation of completed work available to the Engineer. You will not be present during the Asset Managing Department Walkthrough unless directed by the Engineer.
5. The Engineer will provide you with a Punchlist within an estimated 30 Working Days after the date of the Intermediate Project Walk-through and submit it to you. The City shall not provide a preliminary Project Area Punchlist.
6. The Engineer may require more than 30 Working Days to complete a punch list for the Intermediate Project Walk-through. No additional time or compensation will be provided for the generation of the punchlist for the intermediate project walk-through.
7. If the Engineer finds that the Project Area is not substantially complete as defined herein, the Engineer will terminate the Intermediate Project Walkthrough and notify you in writing.
8. If, at any time during the Engineer's evaluation of the corrective Work required by the Project Area Punchlist, the Engineer discovers that additional corrective Work is required, the Engineer may include that corrective Work in the Project Area Punchlist. You shall remain solely responsible for the Project Site until the Project is completely operational, all Punchlist items, including Project Area Punchlist items have been corrected, and all operation and maintenance manuals have been accepted by the City.
9. The Engineer shall meet with you when all Project Area Punchlist items are corrected. You shall work diligently to complete all punchlist items within 30 working days after the Engineer provides the Punchlist. If you take longer than 30 Working Days to complete the corrective Work for a Project Area, the Project Area shall be subject to re-evaluation. No additional time or

compensation will be provided for the completion of the punchlist/remediation request from the Asset Managing Department.

10. When a comment from the walkthrough is Disputed, you shall submit in writing justification for the dispute within 15 days of receiving the punchlist.

3-13.2 Acceptance. To the "WHITEBOOK", ADD the following:

6. The project will not be accepted in phases.

3-13.3 Warranty. To the "WHITEBOOK", Item 1, DELETE in its entirety and SUBSTITUTE with the following:

1. You shall warranty and repair all defective materials and workmanship for a period of 1 year. This call back warranty period shall start on the date the Work was accepted by the City.

3-15.3 Coordination. To the "WHITEBOOK", ADD the following:

2. Other adjacent City projects are scheduled for construction for the same time period in the vicinity of **Clairemont Mesa**. See **Appendix F - Coordination Maps** for the approximate location. Coordinate the Work with the adjacent projects as listed below:

- a) Block 6DD1 (Clairemont Mesa) Rd Imp UU410, Project Manager is Farlito Valenzuela, phone no. 619-235-1947.
- b) Bay Ho Improv 2 (S), Project Manager is Roberto Valadez, phone no. 619-533-7422.
- c) Bay Ho Improv 2 (W), Project Manager is Roberto Valadez, phone no. 619-533-7422.
- d) Bannock Ave Streetscape Enhancements, Construction Manager is Octavio Chiquete, phone no. 858-573-5069.
- e) Genesee Ave-Chateau to Sauk Sidewalk, Project Manager is Diluvan Piromari, phone no. 619-533-5479.
- f) AC Sewer Group 851 (BL), Construction Manager is Omar Beltran, phone no. 619-403-6796.

3. Other adjacent City projects are scheduled for construction for the same time period in the vicinity of **Mission Valley**. See **Appendix F - Coordination Maps** for the approximate location. Coordinate the Work with the adjacent projects as listed below:

- g) Alvarado 2nd Extension Pipeline, Project Manager is Jericho Gallardo, phone no. 619-533-7523.

4. Other adjacent City projects are scheduled for construction for the same time period in the vicinity of **North Park**. See **Appendix F – Coordination Maps** for the approximate location. Coordinate the Work with the adjacent projects as listed below:
 - h) University Ave Pipeline Replacement, Construction Manager is Rick Collette, phone no. 760-521-8898.
 - i) University Avenue Mobility, Construction Manager is Michael Miller, phone no. 858-654-4469.
 - j) Allied Gardens Improv 3 (W), Project Manager is Santiago Crespo, phone no. 619-533-3627.
 - k) Allied Gardens Improv 3 (S), Project Manager is Santiago Crespo, phone no. 619-533-3627.

5. Other adjacent City projects are scheduled for construction for the same time period in the vicinity of **Navajo Neighborhoods**. See **Appendix F – Coordination Maps** for the approximate location. Coordinate the Work with the adjacent projects as listed below:
 - l) Lake Murray Improv 3 (S), Project Manager is Santiago Crespo, phone no. 619-533-3627.
 - m) Navajo Pump Station, Construction Manager is Lotous Lenguyen, phone no. 619-533-4207.

6. Other adjacent City projects are scheduled for construction for the same time period in the vicinity of **Mid-City: City Heights**. See **Appendix F – Coordination Maps** for the approximate location. Coordinate the Work with the adjacent projects as listed below:
 - n) Normal Heights Improv 1 (W), Project Manager is Mehrnaz Zare Afifi, phone no. 619-533-4656.
 - o) Corridor Improv 2 (W), Project Manager is Amy Mills, phone no. 619-533-4207..
 - p) Corridor Improv 2 (S), Project Manager is Amy Mills, phone no. 619-533-4207.
 - q) Orange Ave RD Imp UU24, Project Manager is Farlito Valenzuela, phone no. 619-235-1947.
 - r) Orange Av PH3 Central-Fairmount SL UU24, Construction Manager is Justin Cheung, phone no. 858-627-3204.

SECTION 4 - CONTROL OF MATERIALS

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

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

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

SECTION 5 - LEGAL RELATIONS AND RESPONSIBILITIES

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

5-4 INSURANCE.

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

5-4.1 Policies and Procedures.

1. You shall procure the insurance described below, at your sole cost and expense, to provide coverage against claims for loss including injuries to persons or damage to property, which may arise out of or in connection with the performance of the Work by you, your agents, representatives, officers, employees or Subcontractors.
2. Insurance coverage for property damage resulting from your operations is on a replacement cost valuation. The market value will not be accepted.
3. You shall maintain this insurance as required by this Contract and at all times thereafter when you are correcting, removing, or replacing Work in accordance with this Contract. Your duties under the Contract, including your indemnity obligations, are not limited to the insurance coverage required by this Contract.
4. If you maintain broader coverage or higher limits than the minimums shown below, City requires and shall be entitled to the broader coverage or the higher limits maintained by you. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City.
5. Your payment for insurance shall be included in the Contract Price you bid. You are not entitled to any additional payment from the City to cover your insurance, unless the City specifically agrees to payment in writing. Do not begin any Work under this Contract or allow any Subcontractors to begin work, until you have provided, and the City has approved, all required insurance.
6. Policies of insurance shall provide that the City is entitled to 30 days advance written notice of cancellation or non-renewal of the policy or 10 days advance written notice for cancellation due to non-payment of premium. Maintenance

of specified insurance coverage is a material element of the Contract. Your failure to maintain or renew coverage and to provide evidence of renewal during the term of the Contract may be treated by the City as a material breach of the Contract.

5-4.2 Types of Insurance.

5-4.2.1 General Liability Insurance.

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

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

5-4.2.2 Commercial Automobile Liability Insurance.

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

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

1. In accordance with the provisions of California Labor Code section 3700, you shall provide, at your expense, Workers' Compensation Insurance and Employers Liability Insurance to protect you against all claims under applicable

state workers' compensation laws. The City, its elected officials, and employees will not be responsible for any claims in law or equity occasioned by your failure to comply with this requirement.

2. Statutory Limits shall be provided for Workers' Compensation Insurance as required by the state of California, and Employer's Liability Insurance with limits of no less than \$1,000,000 per accident for bodily injury or disease.
3. By signing and returning the Contract, you certify that you are aware of the provisions of California's Workers' Compensation laws, including Labor Code section 3700, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance, and that you will comply with these provisions before commencing the Work..

5-4.2.4 Contractors Pollution Liability Insurance.

1. You shall procure and maintain at your expense or require your Subcontractor, as described below, to procure and maintain Contractors Pollution Liability Insurance applicable to the Work being performed, with a limit no less than \$2,000,000 per claim or occurrence and \$4,000,000 aggregate per policy period of one year.
2. All costs of defense shall be outside the limits of the policy.
3. You shall obtain written approval from the City for any insurance provided by your Subcontractor instead of you.
4. For approval of a substitution of your Subcontractor's insurance, you shall certify that all activities for which the Contractors Pollution Liability Insurance will provide coverage will be performed exclusively by the Subcontractor providing the insurance. The deductible shall not exceed \$25,000 per claim unless the City has provided prior, written approval.
5. Occurrence based policies shall be procured before the Work commences. Claims Made policies shall be procured before the Work commences, shall be maintained for the Contract Time, and shall include a 12-month extended Claims Discovery Period applicable to this contract or the existing policy or policies that shall continue to be maintained for 12 months after the completion of the Work without advancing the retroactive date.

5-4.2.5 Contractors Hazardous Transporters Pollution Liability Insurance.

1. You shall procure and maintain at your expense or require your Subcontractor, as described below, to procure and maintain Contractors Hazardous Transporters Pollution Liability Insurance, including contractual liability coverage to cover liability arising out of transportation of hazardous or toxic, materials, substances, or any other pollutants by you or any Subcontractor in an amount no less than \$2,000,000 limit per occurrence and \$4,000,000 aggregate per policy period of one year.
2. All costs of defense shall be outside the limits of the policy.

3. You shall obtain written approval from the City from any insurance provided by a Subcontractor instead of you.
4. To obtain City approval of a Subcontractor's insurance coverage in lieu of the Contractor's insurance, the Contractor shall certify that all activities under the Contractor's Hazardous Transporters Pollution Liability Insurance will be performed exclusively by the Subcontractor providing the insurance. The deductible shall not exceed \$25,000 per claim without prior approval of the City.
5. Occurrence based policies shall be procured before the Work commences. Claims Made policies shall be procured before the Work commences, shall be maintained for the duration of this contract, and shall include a 12-month extended Claims Discovery Period applicable to this Contract or the existing policy or policies that shall continue to be maintained for 12 months after the completion of the Work under this Contract without advancing the retroactive date.

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

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

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

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

5-4.5 Policy Endorsements.

5-4.5.1 Commercial General Liability Insurance.

5-4.5.1.1 Additional Insured. To the fullest extent permitted by law and consistent with the limiting provisions set forth at California Civil Code section 2782, California Insurance Code section 11580.04, and any applicable successor statutes limiting indemnification of public agencies that bind the City, the policy or policies shall be endorsed to include

as an Additional Insured the City and its respective elected officials, officers, employees, agents, and representatives, with respect to liability arising out of:

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

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

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

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

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

5-4.5.3 Contractors Pollution Liability Insurance Endorsements.

5-4.5.3.1 Additional Insured. To the fullest extent permitted by law and consistent with the limiting provisions set forth at California Civil Code section 2782, California Insurance Code section 11580.04, and any applicable successor statutes limiting indemnification of public agencies that bind the City, the policy or policies shall be endorsed to include as an Additional Insured the City and its respective elected officials, officers, employees, agents, and representatives, with respect to liability arising out of:

- a. Ongoing operations performed by you or on your behalf,
- b. your products,

- c. your work, e.g., your completed operations performed by you or on your behalf, or
- d. premises owned, leased, controlled, or used by you.

5-4.5.3.2 Primary and Non-Contributory Coverage. The policy or policies shall be endorsed to provide that the insurance afforded by the Contractors Pollution Liability Insurance policy or policies is primary to any insurance or self-insurance of the City and its elected officials, officers, employees, agents and representatives with respect to operations including the completed operations of the Named Insured. Any insurance maintained by the City and its elected officials, officers, employees, agents and representatives shall be in excess of your insurance and shall not contribute to it.

5-4.5.3.3 Severability of Interest. For Contractors Pollution Liability Insurance, the policy or policies shall provide that your insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability and shall provide cross-liability coverage.

5-4.5.4 Contractors Hazardous Transporters Pollution Liability Insurance Endorsements.

5-4.5.4.1 Additional Insured. To the fullest extent permitted by law and consistent with the limiting provisions set forth at California Civil Code section 2782, California Insurance Code section 11580.04, and any applicable successor statutes limiting indemnification of public agencies that bind the City, the policy or policies shall be endorsed to include as an Additional Insured the City and its respective elected officials, officers, employees, agents, and representatives, with respect to liability arising out of:

- a. Ongoing operations performed by you or on your behalf,
- b. your products,
- c. your work, e.g., your completed operations performed by you or on your behalf, or
- d. premises owned, leased, controlled, or used by you.

5-4.5.4.2 Primary and Non-Contributory Coverage. The policy or policies shall be endorsed to provide that the insurance afforded by the Contractors Pollution Liability Insurance policy or policies is primary to any insurance or self-insurance of the City and its elected officials, officers, employees, agents and representatives with respect to operations including the completed operations of the Named Insured. Any insurance maintained by the City and its elected officials, officers, employees, agents and representatives shall be in excess of your insurance and shall not contribute to it.

5-4.5.4.2 Severability of Interest. For Contractors Hazardous Transporters Pollution Liability Insurance, the policy or policies shall provide that your insurance shall apply

separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability and shall provide cross-liability coverage.

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

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

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

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

5-10.3 Exclusive Community Liaison Services. To the "WHITEBOOK", ADD the following:

2. You shall retain an Exclusive Community Liaison for the Project that shall implement Work in accordance with the specifications described in 5-10.2 "Community Outreach Services" and 5-10.3 "Exclusive Community Liaison Services".

ADD:

5-10.3.2 Weekly Updates Recipients.

1. Submit a weekly correspondence with updates, traffic control issues and locations, lane closures, and any other pertinent information (with additional contact names given during award process) to the following recipients:

Janice Jaro Senior Engineer, jjaro@sandiego.gov

Jose Lopez, Project Manager, jglopez@sandiego.gov

Jared Skinner, Construction Manager, jskinner@sandiego.gov

SECTION 6 – PROSECUTION AND PROGRESS OF THE WORK

6-1.1 Construction Schedule. To the "WHITEBOOK", Item 1, subitem h), DELETE in its entirety and SUBSTITUTE with the following:

- h) Your Schedule shall include a minimum of 52 Working Days between Substantial Completion and Acceptance. 7 Working Days are reserved for the

Engineer to schedule and conduct a Walk-through inspection and 15 Working Days are reserved for the generation of the Punchlist. You shall Work diligently to complete all Punchlist items within 30 Working Days after the Engineer provides the Punchlist.

To the "WHITEBOOK", ADD the following:

3. The Schedule shall clearly identify the Substantial Completion as a critical milestone activity.
4. Contracts with Paving Activities:
 - a. The Schedule shall show a breakdown of Work into Phases. The phases shall include work within geographically common areas designated as Project Areas. The schedule shall show the division of the Work into Project Areas and show paving activities by phase in each Project Area.
 - b. For linear projects, project areas and paving phases shall not exceed one mile.
 - c. The Engineer may identify the Work in certain locations to be scheduled earlier than the time shown in the Schedule with a 30-day written notification to ensure curb ramps are constructed ahead of the paving at no cost to the City.
 - d. The Schedule shall include and identify for each Project Area the Substantial Completion date.
 - e. You shall work diligently to complete Punchlist items within 30 Working Days after the Engineer provides the Punchlist. No additional Working Days shall be added to the Contract Time for the completion of the intermediate project area inspection.
 - f. For paving only contracts, paving shall commence no later than 30 days after the Notice to Proceed.
 - g. Using a City approved format and on a weekly basis, provide a 3-week look-ahead paving schedule that identifies street segments to be resurfaced. The information to be provided includes but may not be limited to:
 - Project Title
 - Street Name
 - Street ID #
 - From Intersection
 - To Intersection
 - Length
 - Completion Date
 - Council District #

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

6-1.1.2 Contracts More Than \$500,000 In Value. To the “WHITEBOOK”, item 4, subitem d), DELETE in its entirety and SUBSTITUTE with the following:

- d) Construction activities including submittal review, operation checks, plant establishment period, final Walk-through, Punchlist generation, and completion of Punchlist items.

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

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

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) Barker Way, from February 1, 2024 to September 15, 2024 (inclusive).

ADD:

6-6.1.1 Environmental Document.

1. The City of San Diego has prepared a **Notice of Exemption** for **AC2301, AC2302, AC2305 AND AC2306 AC Overlay Group 2301**, Project No. **B-23130.02.06, B-23131.02.06, B-24003.02.06** and **B-24004.02.06**, as referenced in the Contract Appendix. You shall comply with all requirements of the **Notice of Exemption** as set forth in **Appendix A**.
2. Compliance with the City’s environmental document shall be included in the Contract Price, unless separate bid items have been provided.

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

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

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

SECTION 7 – MEASUREMENT AND PAYMENT

7-3.2.1 Application for Progress Payment. To the “WHITEBOOK”, ADD the following:

6. The City shall not pay progress or partial payments until you submit to the Engineer the calculations for the Oil Price Index Fluctuations in accordance with Section 7-3.11. It is solely your responsibility to prepare and submit this calculation on a monthly basis.

7-3.5.1 General. To the “WHITEBOOK”, DELETE in its entirety and SUBSTITUTE with the following:

1. Unit Bid prices shall not be subject to adjustment regardless of quantity used for the following Bid items:
 - a) **“Asphalt Pavement Repair”**
 - b) **“Crushed Miscellaneous Base”**
 - c) **“Historical and Contractor Date Stamps and Impressions”**
 - d) **“Root Pruning”**
 - e) **“Curb Ramp (Type A1) with Stainless Steel Detectable Warning Tiles”**

- f) **“Curb Ramp (Type A) with Stainless Steel Detectable Warning Tiles”**
- g) **“Curb Ramp (Type B) with Stainless Steel Detectable Warning Tiles”**
- h) **“Curb Ramp (Type C1) with Stainless Steel Detectable Warning Tiles”**
- i) **“Curb Ramp (Type C2) with Stainless Steel Detectable Warning Tiles”**
- j) **“Curb Ramp (Type D) with Stainless Steel Detectable Warning Tiles”**
- k) **“Tree Removal and Disposal (24-Inch Trunk Diameter and Greater)”**
- l) **“Tree Removal and Disposal (Less Than 24-Inch Trunk Diameter)”**
- m) **“Traffic Signal Loop and Appurtenance Replacement (Type E)”**
- n) **“Excavation for Base Repair”**
- o) **“Asphalt Concrete Base”**
- p) **“Asphalt concrete with Aramid Fiber (2.1 Oz Aramid Fiber per Ton Asphalt Concrete) - 2 Inch”**
- q) **“Asphalt concrete with Aramid Fiber (2.1 Oz Aramid Fiber per Ton Asphalt Concrete) - 3 Inch”**
- r) **“Asphalt concrete (2 Inch)”**
- s) **“New Pedestrian Push Button”**
- t) **“New Pedestrian Push Button Post”**
- u) **“Excavation for Base Repair (Unscheduled)”**
- v) **“Crushed Miscellaneous Base (Unscheduled)”**
- w) **“Adjust Existing Manhole Frame and Cover to Grade”**
- x) **“Adjust Existing Gate Valve Frame and Cover to Grade”**
- y) **Adjust Existing Sewer Clean Out Frame and Cover to Grade**
- z) **“Adjust Existing Survey Monument to Grade”**
- aa) **“Inlet Markers”**

2. Upon discovery and prior to the Work, you shall notify the Resident Engineer if there is a change in Bid item quantity that increases the total Contract Price by 5% or \$100,000 or more, whichever is less.

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) **"Asphalt Pavement Repair"**
 - b) **"Crushed Miscellaneous Base"**
 - c) **"Historical and Contractor Date Stamps and Impressions"**
 - d) **"Root Pruning"**
 - e) **"Curb Ramp (Type A1) with Stainless Steel Detectable Warning Tiles"**
 - f) **"Curb Ramp (Type A) with Stainless Steel Detectable Warning Tiles"**
 - g) **"Curb Ramp (Type B) with Stainless Steel Detectable Warning Tiles"**
 - h) **"Curb Ramp (Type C1) with Stainless Steel Detectable Warning Tiles"**
 - i) **"Curb Ramp (Type C2) with Stainless Steel Detectable Warning Tiles"**
 - j) **"Curb Ramp (Type D) with Stainless Steel Detectable Warning Tiles"**
 - k) **"Tree Removal and Disposal (24-Inch Trunk Diameter and Greater)"**
 - l) **"Tree Removal and Disposal (Less Than 24-Inch Trunk Diameter)"**
 - m) **"Traffic Signal Loop and Appurtenance Replacement (Type E)"**
 - n) **"Excavation for Base Repair"**
 - o) **"Asphalt Concrete Base"**
 - p) **"Asphalt concrete with Aramid Fiber (2.1 Oz Aramid Fiber per Ton Asphalt Concrete) - 2 Inch"**
 - q) **"Asphalt concrete with Aramid Fiber (2.1 Oz Aramid Fiber per Ton Asphalt Concrete) - 3 Inch"**
 - r) **"Asphalt concrete (2 Inch)"**
 - s) **"New Pedestrian Push Button"**

- t) **“New Pedestrian Push Button Post”**
 - u) **“Excavation for Base Repair (Unscheduled)”**
 - v) **“Crushed Miscellaneous Base (Unscheduled)”**
 - w) **“Adjust Existing Manhole Frame and Cover to Grade”**
 - x) **“Adjust Existing Gate Valve Frame and Cover to Grade”**
 - y) **Adjust Existing Sewer Clean Out Frame and Cover to Grade**
 - z) **“Adjust Existing Survey Monument to Grade”**
 - aa) **“Inlet Markers”**
3. If material conforming to the Contract Documents 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.
4. Actual costs, as used herein, shall be computed on the basis of Extra Work.

7-3.9

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

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

**TABLE 7-3.9
FIELD ORDER LIMITS**

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

7-3.11

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

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

and the calculation must be provided on a monthly basis included in the submission of progress payment invoices.

SECTION 300 – EARTHWORK

300-2.8 Measurements. To the “GREENBOOK”, item c), DELETE in its entirety and SUBSTITUTE with the following:

- c) Excavating unsuitable material as specified in the Contract Documents and as directed by the Engineer.

300-2.9 Payment. To the “GREENBOOK”, DELETE in its entirety and SUBSTITUTE with the following:

1. The payment for unclassified excavation shall be included under the lump sum Bid items or for the Contract Unit Prices except where a bid item is provided.
2. The payment for excavating and stockpiling shall be included under the lump sum Bid items or for the Contract Unit Prices. Removing such selected material from the stockpile and placing it in its final position shall be included under the lump sum Bid items or for the Contract Unit Prices. The Contractor may stockpile material; however, no separate payment will be made for excavating material from an optional stockpile and placing it in its final position.
3. No separate payment will be made for excavating topsoil temporarily stockpiled along the top of slopes and placing it in its final position on the slope for erosion control planting work, whether or not required by the Contract Documents or by the Engineer.

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 placement of any asphalt concrete or application of slurry, you shall complete all necessary preparation and repair Work and shall obtain approval by the Resident Engineer.
2. No preparatory asphalt Work shall be done when the atmospheric temperature is below 50° F (10° C) or during unsuitable weather.
3. Preparatory Work shall include tree trimming, weed spray, weed abatement, crack sealing, asphalt repair, cold milling, hump removal, lump removal, subgrade preparation and subgrade or base repair, removal of raised pavement markers, removal of pavement markings, location of public and private utilities and appurtenances, all Concrete works, and all other necessary

works as specified in the Special Provisions and Contract Documents or as directed by the Engineer.

4. After the completion of the preparatory work, you shall install compacted asphalt concrete pavement according to the thickness specified in the Special Provisions and Contract Documents or a minimum of 2 inches (50.8 mm) for residential streets and a minimum of 3 inches (76.2 mm) for all other streets or as directed by the Engineer.
5. You shall identify the location of all utilities vaults, valves, and other appurtenances not included in the project scope requiring relocation or adjustment to grade by other agencies/companies by marking the face of the curb closest to the utility appurtenance as follows:
 1. offset distance of the appurtenance from the curb face
 2. the limits of the appurtenance or corners of the vault/box
6. The quantities shown in the appendices are based on a street assessment survey and may vary. The Engineer will designate the limits to be removed and prepared and these designated areas shall be considered to take precedence over the areas shown in an Appendix to the Contract Documents.
7. You shall repair areas of distressed asphalt concrete pavement by milling or removing damaged areas of pavement to a minimum depth of 2 inches (50.8 mm) for residential streets and a minimum depth of 3 inches (76.2 mm) for all others except where specified otherwise in the Special Provisions and Contract Documents or as directed by the Engineer to expose firm and unyielding pavement as specified.
8. If, in order to achieve the minimum specified depth, the base material or native subgrade is exposed, you shall notify the Engineer the material shall be compacted to 95% relative compaction.
9. Compaction tests shall be made to ensure compliance with the specifications.
10. The QCP shall establish location and timing of compaction testing and shall be subject to approval by the Engineer. You shall reimburse the City for the cost of retesting failing compaction tests conducted as part of the City of San Diego Quality Assurance testing.
11. If additional base material is required, you shall use Crushed Miscellaneous Base in accordance with 200-2.4, "Crushed Miscellaneous Base" or as directed by the Engineer.
12. Prior to placement of compacted asphalt concrete pavement, you shall prepare the subgrade as needed and install a minimum of 2 or 3 inches as specified in the contract documents and special provisions, of compacted asphalt concrete pavement over native material as directed by the Engineer.

13. Areas of damaged asphalt requiring base repair work including excavation, placement of asphalt concrete, asphalt concrete base, and Crushed Miscellaneous Base, have been identified in the appendices as "DO", Dig Out, also called Base Repairs.
14. The areas and quantities shown in the appendices are given only for the Contractor's aid in planning the Work and preparing Bids. You shall identify any new areas that require repair prior to paving in order to construct a smooth and stable pavement surface. Upon approval by the engineer, the repair locations shall be incorporated into scope of work and shall not be considered extra work. You shall mark the pavement area as "DO" or as directed by the Engineer.
15. Prior to replacing asphalt, the area shall be cleaned by removing all loose and damaged material, moisture, dirt, and other foreign matter and shall be tack coated in accordance with 302-5.4, "Tack Coat".
16. When milling and/or grinding asphalt pavement for base repair and the contractor encounters level and unyielding PCC trench caps or appurtenance collars before reaching the minimum depth of 2 inches, then the You shall place enough asphalt concrete pavement to bring the surface to be level with the adjacent roadway. Asphalt Concrete Base shall be Type III-B3-PG 64-10 and Asphalt Concrete Pavement shall be Type III-C2-PG 64-10 as directed by the Engineer.
17. You shall install new asphalt within the repair area or for patches in accordance with 302-5, "ASPHALT CONCRETE PAVEMENT". Asphalt concrete shall be Type III-C2-PG 64-10 in compliance with 203-6.3.1 "General".
18. Recycled base material shall conform to crushed miscellaneous base material in accordance with 200-2.4, "Crushed Miscellaneous Base".
19. Following the asphalt placement, you shall roll the entire area of new asphalt in both directions at least twice. The finished patch shall be level and smooth in compliance with 302-5.6.2, "Density and Smoothness". After placement and compaction of the asphalt patch, you shall seal all finished edges with a 4 inch (101.6 mm) wide continuous band of SS-1H.
20. Materials removed, regardless of removal method, shall be disposed of at a legal site.
21. The minimum dimensions for each individual repair shall be 4 feet by 4 feet (1.2 m by 1.2 m) and shall be subject to the following conditions:
 - a. If the base material is exposed, to achieve the required minimum removal thickness, the base material shall be prepared conforming to 301-1, "SUBGRADE PREPARATION".
 - b. Base repairs shall have a minimum depth of 10".

- c. You shall repair the areas shown in the appendices of distressed asphalt concrete to remove damaged areas of pavement in accordance with 404-1, to expose firm and unyielding pavement, base, or native soils, regardless of materials encountered. Unyielding pavement will have no visible cracks and unyielding base, or native soils will be properly compacted, as determined by the Engineer. If cracks are visible, then pavement is not unyielding and shall require additional depth be removed as directed by the Engineer. The Contractor shall prepare subgrade as needed and install a maximum of 5" compacted asphalt concrete pavement over the compacted base material to be level with the adjacent roadway surface.
- d. When additional base material is required, then you shall use Crushed Miscellaneous Base in accordance with 200-2.4, "Crushed Miscellaneous Base" or as directed by the Engineer.
- e. Recycled base material shall conform to crushed miscellaneous base material in accordance with 200-2.4, "Crushed Miscellaneous Base".
- f. You may use grinding as a method for removal of deteriorated pavement when the areas indicated for removal are large enough (a minimum of the machine drum width) and when approved by the Engineer.
- g. For both scheduled and unscheduled base repairs, failed areas may be removed by milling or by excavation provided that the edges are cut cleanly with a saw. The areas shall be cleaned, and tack coated in accordance with 302-5.4, "Tack Coat" before replacing the asphalt pavement. Please refer to **Appendix J - Estimated Asphalt Construction Quantities**.
- h. Base repair areas where failed pavement is removed either by cold milling or by excavation shall be restored to existing pavement grade with "Crushed Miscellaneous Base" at 5 inches, and 5 inches of "Asphalt Concrete Base" shall be placed atop the layer of "Crushed Miscellaneous Base" unless otherwise directed by the Engineer. These areas have been identified in the appendices as "DO". The Crushed Miscellaneous Base shall be in accordance with 200-2.4, "Crushed Miscellaneous Base". The asphalt concrete base shall be Type III-B3-PG 64-10 as specified in 203-6, "ASPHALT CONCRETE". "General" Preliminary quantities are identified in the Contract appendix but may need to be increased and approved by the Engineer at the time of construction. Base Repairs shall not exceed 15% RAP in content.
- i. Base repair with asphalt concrete base areas where failed pavement is removed either by cold milling or by excavation shall be restored to existing pavement grade with Asphalt Concrete Base at 8 inch (203.2mm) and a minimum of 2 or 3 inches of asphalt concrete shall be placed atop the layer

of Asphalt Concrete Base unless otherwise directed by the Engineer. The asphalt concrete base shall be Type III-B3-PG 64-10 as specified in 203-6, "ASPHALT CONCRETE." The asphalt concrete shall be Type III-C2-PG 64-10 as specified in 203-6, "General." Base Repairs shall not exceed 15% RAP in content. Base Repairs with Asphalt Concrete Base shall not be performed except where directed by the Engineer.

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

301-1.7

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

- 1. The demolition, removal, and disposal of various types of existing hardscape in parkway areas, such as colored concrete, bricks, flagstone in the parkway or right-of-way, shall be included under the lump sum Bid items or for the Contract Unit Prices for which hardscape removal is required. When required, hardscape in parkways shall be replaced with Class A Top Soil or as directed by the Engineer.
- 2. The payment for the preparatory works shall be included in the lump sum Bid Items and Contract Unit Prices for which preparation works are performed, unless it is specified as a separate Bid Item.
- 3. The areas and quantities shown in the appendices are given only for the Contractor's aid in planning the Work and preparing Bids. The Engineer will designate the limits to be removed and prepared and these designated areas shall be considered to take precedence over the areas shown in an Appendix to the Contract Documents. The quantities shown in the appendices are based on a street assessment survey and may vary. No payment shall be made for areas of over excavation as determined by the Engineer.
- 4. Asphalt pavement subgrade repair, and base repair dig-outs, shall be paid at the Contract unit price for "**Excavation for Base Repair**" or "**Excavation for Base Repair (Unscheduled)**", "**Asphalt Concrete Base**", "**Crushed Miscellaneous Base**" and "**Crushed Miscellaneous Base (Unscheduled)**". No Payment shall be

made for areas of over excavation as determined by the Engineer. No additional payment shall be made for unscheduled Asphalt Concrete Base.

5. When Cold Milling is used as a method for excavation for subgrade or base repair for pavement, Cold Milling shall be included in the Contract Unit Price for **"Excavation for Base Repair"** or **"Excavation for Base Repair (Unscheduled)"**.
6. The payment for Excavation shall be paid at the Contract Unit Price for **"Excavation for Base Repair"** or **"Excavation for Base Repair (Unscheduled)"** for each bank cubic yard of material removed. Proof of proper disposal and/or recycling at a legal site for quantities excavated shall be required in advance of payment as directed by the Engineer and shall be subject to approval by the Engineer for payment. No additional payment shall be made for milling, grinding, saw cutting, hauling, disposal of concrete, pavement fabric, rubberized material, steel reinforcement, or any other material.
7. Miscellaneous asphalt patching and tack coat for areas outside of the limits of resurfacing 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.
8. No additional payment shall be made for milling, grinding, saw cutting, stockpiling, hauling, disposal of concrete, pavement fabric, rubberized material, steel reinforcement, or any other material.

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

Payment for Crushed Miscellaneous Base material installed shall be made at the Contract Unit Price for **"Crushed Miscellaneous Base"** per ton and includes all necessary works such as hauling, placement, and compaction as directed by the Engineer.

SECTION 302 – ROADWAY SURFACING

302-5.9 Measurement and Payment. To the "WHITEBOOK," ADD the following:

2. Asphalt concrete pavement will be paid at the contract unit price for **"Asphalt Concrete (2 Inch)"**, **"Asphalt Concrete with Aramid Fiber (2.1 Oz Aramid Fiber per Ton Asphalt Concrete) - 2 Inch"** and **"Asphalt Concrete with Aramid Fiber (2.1 Oz Aramid Fiber per Ton Asphalt Concrete) - 3 Inch"** per Ton of asphalt placed. Pavement requiring additional Cold Milling and Asphalt Concrete for transition between new masonry work and existing asphalt beyond the limits of pavement resurfacing shall be measured in square feet of area for Asphalt Pavement Repair as directed by the Engineer.

302-6.8 Payment. To the "GREENBOOK", ADD the following:

Payment for all necessary preparation works as specified in the contract documents and all related work such as labor, monument preservation and restoration, demolition, root pruning, forming, grading, construction materials, finishing, hauling

and disposal, site maintenance, subgrade preparation, base material is included in all concrete work for each bid item listed in this section.

Payment for temporary repairs, such as slot patches, or other repairs as approved by the Engineer shall be included in the concrete bid items for which the temporary repair is required.

Subgrade preparation, including 6 inches in depth beyond the specified thickness for the item for which the subgrade is prepared, shall be include in the contract unit price for the concrete work for which the excavation is required.

Payment for subgrade repair and base repair dig-outs, shall be included in the Bid Item for "**Excavation for Base Repair**" or "**Excavation for Base Repair (Unscheduled)**", "**Asphalt Concrete Base**" and "**Crushed Miscellaneous Base**". No Payment shall be made for areas of over excavation as determined by the Engineer.

When subgrade preparation is required, Payment for excavation of material encountered beyond the Subgrade preparation thickness included in the bid item and shall be made at the contract unit bid price for "**Excavation for Base Repair**" as approved by the Engineer.

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

No additional payment shall be made for asphalt removal, or additional preparatory work required within the limits of the bus pad installation as determined by the Engineer.

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.

SECTION 303 - CONCRETE AND MASONRY CONSTRUCTION

303-5.1.1 General. To the "WHITEBOOK", ADD the following:

8. All, curb and gutters, sidewalks, driveways, bus pads, alley aprons, and curb ramps shall be constructed in accordance with the applicable City of San Diego Standard Drawings.
9. A smooth asphalt transition shall be provided at locations where new curb ramps, cross gutters, curb & gutters, driveways, and/or alley aprons have been installed and as directed by the Engineer.
10. For curb ramp construction, the gutter shall be formed and slot trench cut per SDG-116 complete along the lip of gutter to allow the gutter to be formed. When disturbed, damaged or worn concrete pull boxes and concrete meter boxes within the limits of work shall be replaced as directed by the Engineer.

11. Any concrete work requiring asphalt repair that is outside of the resurfacing limits shall be repaired as required by Section 301-1.6.
12. Limits of work have been identified in the appendices.
13. Additional locations may be added as directed by the Engineer.
14. Where landscaping and/or hardscape is removed from the parkway areas adjacent to the construction site, the contractor shall be responsible for filling with clean compacted Class A Topsoil to grade.
15. Prior to milling or hammering PCC, the edges adjacent to any pavement or hardscape shall be saw cut.
16. Hardscape such as bricks may be removed, set aside, and reinstalled in a manner satisfactory to the Engineer.
17. Damages due to failure to protect existing improvements to adjacent improvements shall be repaired at your expense as directed by the Engineer.
18. Material removed, regardless of removal method, shall be disposed of at a legal site.
19. Coordination for relocation of utilities and appurtenances shall be required as part of the preparatory work as directed by the Engineer.
20. When a Curb Ramp requires replacement, you shall evaluate and relocate existing Pedestrian Push Buttons, replace or install new Pedestrian Push Buttons, or install new Pedestrian Push Button Post and new Pedestrian Push Button according to the applicable governing standards as directed by the Engineer.
21. The placement of pedestrian push buttons and push button posts shall be determined in advance of installation of a new curb ramp or sidewalk.

303-5.9 Measurement and Payment. To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

1. The areas and quantities shown in the appendices are given only for the Contractor's aid in planning the Work and preparing Bids. The Engineer will designate the limits to be removed and prepared and these designated areas shall be considered to take precedence over the areas shown in an Appendix to the Contract Documents. The quantities shown in the appendices are based on a street assessment survey and may vary. No payment shall be made for areas of over excavation as determined by the Engineer.
2. At the end of each day the Contractor shall submit to the Engineer an itemized list of the concrete and base repair work completed. The list shall include but not be limited to the location of the work, the exact square footage of the repair, cubic yards of excavation, and tons of crushed miscellaneous base material placed or as directed by the Engineer.

3. The payment for preparatory repair concrete works shall be included under the lump sum Bid items or for the Contract Unit Prices except where a bid item is provided.
4. Payment for the demolition, removal, and replacement of concrete sidewalk shall be made at the Contract Unit Bid Price of **“Remove and Replace Existing Sidewalk”** per square foot of sidewalk placed.
5. At locations where the width of the walk is being reduced, the payment for removing the existing walk shall be included in the Contract Unit Bid Price for **“Remove and Replace Existing Sidewalk”**.
6. Payment for the removal and relocation of existing Contractor Date Stamps and Impressions shall be made at the Contract Unit Bid Price of **“Historical and Contractor Date Stamps and Impressions”** for each stamp and/or Impression removed and relocated.
7. Payment for the demolition, removal, and replacement of concrete cross gutters shall be made at the Contract Unit Bid Price for **“Cross Gutter”** per square foot of concrete placed.
8. The payment for completely removing and replacing concrete spandrel of a cross gutter associated with curb ramp installations, in accordance with SDG-131 - General Curb Ramp Notes, and as identified in the appendices, shall be included in the payment for curb ramps. No additional costs shall be incurred when Separate Bid Items for cross gutters has been provided.
9. The payment for completely removing and replacing the existing concrete alley apron associated with curb ramp installations, in accordance with SDG-131 - General Curb Ramp Notes, and as identified in the appendices, shall be included in the payment for the Curb Ramp installation. No additional costs shall be incurred when separate bid items for alley aprons has been provided.
10. Payment for all necessary preparation works as specified in the contract documents and all related work such as labor, monument preservation and restoration, demolition, root pruning, forming, grading, construction materials, finishing, hauling and disposal, site maintenance, subgrade preparation, base material, and clean fill dirt is included in all concrete work for each bid item listed in this section.
11. No additional payment shall be made for milling, grinding, saw cutting, hauling, disposal of concrete, pavement fabric, rubberized material, steel reinforcement, or any other material.
12. Payment for subgrade repair for the concrete masonry bid items, and base repair dig-outs, shall be included in the Bid Item for **“Excavation for Base Repair”** or **“Excavation for Base Repair (Unscheduled)”**, **“Asphalt Concrete Base”** and **“Crushed Miscellaneous Base”**. No Payment shall be made for areas of over excavation as determined by the Engineer.

13. Payment for temporary repairs, such as slot patches, or other repairs as approved by the Engineer shall be included in the concrete bid items for which the temporary repair is required.
14. Subgrade preparation, including 6 inches in depth beyond the specified thickness for the item for which the subgrade is prepared, shall be included in the contract unit price for the concrete work for which the excavation is required.
15. When subgrade preparation is required, Payment for excavation of material encountered beyond the subgrade preparation thickness shall be included in the bid item **"Excavation for Base Repair"** as approved by the Engineer.
No additional payment shall be made for milling, grinding, saw cutting, hauling, disposal of concrete, pavement fabric, rubberized material, steel reinforcement, or any other material.
16. The payment for Excavation shall be paid at the Contract Price for **"Excavation for Base Repair"** for each bank cubic yard of material removed as approved by the Engineer.
17. All equipment, materials, and labor required to install a functional push button when required to relocate Pedestrian Push Buttons, replace or install new Pedestrian Push Buttons, or install new Pedestrian Push Button Post and new Pedestrian Push Button shall be included in the Contract Unit Bid Price for **"New Pedestrian Push Button Post"**, or **"New Pedestrian Push Button"**, respectively.

303-5.10.1 Installation. To the "WHITEBOOK", ADD the following:

8. Where it is infeasible for a curb ramp run to intersect the street grade at the maximum allowable slope, a slope steeper than 8.33% may be used to limit the ramp run length to 15 ft. The 15-foot measurement excludes landings and shall measure the inside back edge of a sidewalk radius.

303-5.10.2 Payment. To the "WHITEBOOK", item 1, DELETE in their entirety and SUBSTITUTE with the following:

1. The payment for each curb ramp shall include:
 - a. Ramp runs & transition areas (up to 15 ft)
 - b. Landings
 - c. DWTs
 - d. Demolition and disposal
 - e. Forming
 - f. Relocating or raising items in conflict to grade
 - g. Protecting and preserving existing survey monuments and improvements
 - h. Slot Trench Restoration
 - i. Gutter Form

- j. Slot cut
- k. Colored Concrete

To the "WHITEBOOK", ADD the following:

- 6. Payment for the demolition, removal, and installation of concrete curb ramps shall be made at the Contract Unit Bid Price of **"Curb Ramp (Type A) With Stainless Steel Detectable Warning Tiles", "Curb Ramp (Type A1) With Stainless Steel Detectable Warning Tiles" "Curb Ramp (Type B) With Stainless Steel Detectable Warning Tiles", "Curb Ramp (Type C1) With Stainless Steel Detectable Warning Tiles", "Curb Ramp (Type C2) With Stainless Steel Detectable Warning Tiles", "Curb Ramp (Type D) With Stainless Steel Detectable Warning Tiles",**

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 in accordance with the current standards regardless of existing conditions. Installation may also include striping modifications as identified in the Contract Documents. All striping modifications shall be coordinated with the engineer.

314-4.3.7 Payment. To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

- 1. The payment for the removal and replacement of existing traffic striping, pavement markings, curb painting, and pavement markers shall be included in the lump sum Bid item for **"Removal and Replacement of Existing Paint Striping"**.

SECTION 401 - REMOVAL

401-5.1 Trees, Stumps, Roots, and Other Landscape. To the "WHITEBOOK", item 3, DELETE in its entirety and SUBSTITUTE with the following:

- 3. Where holes or depressions resulting from the removal of trees, stumps, shrubs, or palms occur, you shall supply standard clean topsoil to backfill and firmly compact the holes or depressions to finish grade and shall make a smooth transition to the adjacent ground or pavement level as applicable. The cavities shall be backfilled the same day following the removal, unless otherwise directed by the Engineer. The topsoil shall be Class A.

401-7 PAYMENT. To the "WHITEBOOK", items 4, 5 and 6, DELETE in their entirety and SUBSTITUTE with the following:

4. The demolition, removal, and disposal of various types of existing hardscape in parkway areas, such as colored concrete, bricks, flagstone in the parkway or right-of-way, shall be included in the Contract Price. When required, hardscape in parkways shall be replaced with Class A Topsoil or as directed by the Engineer.
5. The payment for removal and disposal of tree roots shall be included under the lump sum Bid items or for the Contract Unit Prices for which tree root removal and disposal is required as directed by the Engineer.
6. Work related to tree removal and disposal for trees of trunk diameter less than twenty-four inches shall be by the Contract Bid Unit price for "**Tree Removal and Disposal (24-Inch Trunk Diameter and Greater)**" depending on the size of the tree trunk. Cutting, excavation, tree root removal and disposal, tree disposal, backfill, and placement of topsoil shall be included in the unit bid price. If an additional tree needs to be removed after the determination of the Engineer as specified in the Contract Documents, payment for the removal of trees will be by Contract Bid Unit Price.

SECTION 402 – UTILITIES

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

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

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

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

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

403-5 MEASUREMENT AND PAYMENT. To the "WHITEBOOK", ADD the following:

4. The payment for adjusting each sewer clean-out and cover to grade, preparation of subgrade, removal and replacement of DG and other improvements, and any other material required to complete the Work shall be included in the contract bid unit price for "**Adjust Existing Sewer Clean Out Frame and Cover to Grade**".

SECTION 404 – COLD MILLING

404-1 GENERAL. To the “WHITEBOOK”, item 2, DELETE in its entirety.

To The “WHITEBOOK”, item 5, DELETE in its entirety and SUBSTITUTE with the following:

5. The Contractor shall cold mill the existing street pavement as shown in the appendices identified in the contract documents, and/or as directed by the Engineer. The depth to be cold milled is specified on **Appendix J - Estimated Asphalt Construction Quantities**, unless otherwise instructed by the Engineer, and shall correspond to the depth of the asphalt to be paved. Limits of work have been identified in the appendices. Cold milled locations shall be paved within 3 days unless directed by the Engineer.

To the “WHITEBOOK”, ADD the following:

8. The Cold Milling shall be in accordance to SDG-106 Sheet 1 Cold Milling & Asphalt Concrete Overlay – Type A (6’ Edge Cold Mill) or SDG-106 Sheet 2 Cold Milling & Asphalt Concrete Overlay – Type B (Full Width Cold Mill) as specified in the Contract Documents and as specified by the Engineer.
9. The Cold Milling type has been specified on the **Appendix J - Estimated Asphalt Construction Quantities** and as specified in the contract documents, unless otherwise instructed by the engineer.
10. Edges of milled areas shall be cut cleanly. The outside edges of the milled pavement may have a radius of transition on the sides parallel to the cutting drum.
11. The presence of roots, pavement fabric, rubberized material, or steel reinforcement within the depth to be cold milled have not been noted or marked out in the field.
12. All milling shall be performed in such a manner as to improve drainage, eliminate ponding, and re-establish gravity flow across intersections.

404-9 TRAFFIC SIGNAL LOOP DETECTORS. To the “WHITEBOOK”, ADD the following:

6. All damaged traffic detector loops 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 the installation.

404-12

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

- 1. The payment for installation of traffic detector loops shall be included in the bid item "**Traffic Signal Loop and Appurtenance Replacement (Type E)**" for each loop installed or each conduit and stub out. No additional payment shall be made for loop, detector type.

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

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

- 3. The payment for cold milling asphalt concrete, including hauling and disposal of milled material, milling of roots, tree trimming, grinding, saw cutting concrete, saw cutting asphalt concrete, shall be included in the Contract Price unless Bid items, as applicable, have been provided as follows:

BID DESCRIPTION	UNIT
Cold Mill Type B Full Width AC Pavement (1 Inch)	SF
Cold Mill Type B Full Width AC Pavement (2 Inch)	SF
Cold Mill Type B Full Width AC Pavement (3 Inch)	SF
Cold Mill Type A 6 FT Edge AC Pavement (2 Inch)	SF
Cold Mill Header Cuts	LF

The correction of irregularities in the pavement surface including humps, lumps, and other pavement irregularities as specified in the Supplemental Provisions and the Contract Documents, or as directed by the Engineer shall be included in the lump sum bid items and the Contract Price.

No additional payment shall be made for milling, grinding, saw cutting, hauling, disposal of concrete, pavement fabric, rubberized material, steel reinforcement, or any other material that may be encountered during cold milling.

SECTION 701 - CONSTRUCTION

701-2

PAYMENT. To the "WHITEBOOK", item 5, ADD the following:

- u) Payment for installation of New Pedestrian Push Button will be paid at the Contract Unit Bid Price for "**New Pedestrian Push Button**".

This includes all material, labor, and work required to install new pedestrian push buttons. You shall be responsible for the placement of the "**New Pedestrian Push Button**" in compliance with the applicable governing standards.

All excavation, hauling and disposal of materials required to install New Pedestrian Push Button will be included in the contract price.

- v) Payment for Pedestrian Push button post will be paid at the Contract Unit Bid Price for "**New Pedestrian Push Button Post**". You shall be responsible for the placement of the new or relocated Push button post in compliance with the governing standards.

This includes all material, labor, and work required to relocate and install Push button post. All excavation, hauling and disposal of materials required to relocate and install pedestrian push button posts will be included in contract price.

SECTION 801 - INSTALLATION

801-2.2.1 **General.** To the "WHITEBOOK", item 4, DELETE in its entirety and SUBSTITUTE the following:

- 4. The topsoil shall be Class A and shall be 15 inches (381 mm) thick.

801-4.1 **General.** To the "WHITEBOOK", item 2, DELETE in its entirety and SUBSTITUTE with the following:

- 2. All plants shall be reviewed and approved by the Engineer prior to planting, including plants previously approved at the nursery. Contractor shall be responsible for the condition of all plants planted until the final acceptance by the Engineer.

801-8 **MEASUREMENT.** To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

- 1. Landscaping and irrigation Work shall be measured as specified in the Contract Documents and as shown in the Bid.
- 2. Tree maintenance works required as part of preparatory works shall be included under the lump sum Bid items or for the Contract Unit Prices.

801-9 **PAYMENT.** To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

- 1. The payment for landscaping and irrigation Work shall be included under the lump sum Bid items or for the Contract Unit Prices shown in the Bid and shall also include the payment for the Plant Establishment Period Work.

2. When used, Decomposed Granite (DG) shall be included under the lump sum Bid items or for the Contract Unit Prices unless a separate Bid item has been provided.
3. When used, Class A Top Soil shall be included under the lump sum Bid items or for the Contract Unit Prices shown in the Bid unless a separate Bid item has been provided.
4. The demolition, removal, and disposal of various types of existing hardscape in parkway areas, such as colored concrete, bricks, flagstone in the parkway or right-of-way, shall be included in the Contract Price. When required, hardscape in parkways shall be replaced with Class A Top Soil or as directed by the Engineer.
5. Payment for the Tree Root Pruning, including excavation, weed removal, preparation, root pruning, backfilling, topsoil, and other specified in the Contract Document such as in Section 801-7 shall be included under "**Root Pruning**" Bid item for each.
6. Payment for tree trimming is included in the Contract Unit Bid Price for which the trimming is required, and no additional payment shall be made.

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 1, DELETE in its entirety and SUBSTITUTE with the following:

1. You shall comply with the post-construction storm water requirements identified in the Contract Documents.

1001-4.2 Payment. To the "WHITEBOOK", Item 3, subitem (h), DELETE in its entirety.

To the "WHITEBOOK", ADD the following:

4. The payment for installing each inlet marker shall be included in the Bid Item for "**Inlet Marker**" and shall include all labor, materials, and other necessary work required in order to replace or install the inlet marker.

SUPPLEMENTARY SPECIAL PROVISIONS
APPENDICES

APPENDIX A
NOTICE OF EXEMPTION

NOTICE OF EXEMPTION

(Check one or both)

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

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

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

Project Name: AC 2301, AC 2302, AC2305 and AC2306

WBS No.: B-23130.02.06, B-23131.02.06, B-24003.02.06 and B-24004.02.06

Project Location-Specific:

Group 2301: Cloud Way; Sauk Avenue between Shoshoni Avenue and Boise Avenue; Bowden Avenue between Derrick Drive and Lyric Lane; Mt Hukee Avenue between Mt Laudo Drive and Mount Voss Drive; Moraga Avenue between Cadden Drive and Kenosha Avenue; Mt. Almagosa Drive between Mt. Almagosa Place and Mt. Blackburn Avenue; Mt. Carol Drive between Mt. Aconia Way and Tamres Drive; Chicago Street between Edison Street and Gesner Street; Westinghouse Street between Burroughs Street and Tait Street; Cariuto Court from Abuela Drive to west cul-de-sac; Chauncey Drive between Larkdale Svenue and Pinecrest Avenue; Lockwood Drive between Agwin Drive and Woodview Place; Nightgale Way from Meadow Lark Drive to east cul-de-sac; Rebecca Avenue from Melbourne Drive to Hector Avenue; Rio Bonito Way between Friars Road and Rio San Diego Drive; Brunswick Avenue between Birchwood Street and Eldridge Street; Birchwood Street between Orcutt Avenue and Carthage Street; Adobe Falls Road from Adobe Falls Place to west cul-de-sac; Del Cerro Avenue between Madra Avenue and Airoso Avenue; Collwood Way; El Banquero Place between Royal Group Drive and El Banquero Court; Cabaret Street between Decanture Street and Cibola Road; Decanture Street between Decanture Way and Cibila Road; Decanture Way; Cibola Road between Decanture Street and Amberly Street; Barker Way between Coleshill Drive and Boulder Lake Avenue; Harwell Drive between Coleshill Drive and Boulder Lake Avenue; Wallsey Drive between Mulvaney Drive and Walkden Lane; Tommy Drive between Renown Drive and Bisby Lake Avenue; Lake Ben Avenue between Boulder Lake Avenue and Bisby Lake Avenue; Lake Adlon Drive between Boulder Lake Avenue and Lake Murray boulevard; Balsam Lake Avenue between Lake Adlon Drive; Lake Andrita Avenue; 37th Street between Meade Avenue and El Cajon Boulevard; 41st Street between Orange Avenue and Polk Avenue; 34th Street between Polk Avenue and University Avenue and Oregon Street between Lincoln Avenue and University Avenue.

Group 2302: Stanwell Street between Westonhill Drive and Greenford Drive; Hillery Drive between Marauder Way and Westonhill Drive; Reagan Road between New Salem Street and Alava Circle; Westmore Road between Summerdale Road and summerdale Way; Henricks Drive between Hendricks Court and Kibler Drive; Carroll Center Road between Black Mountain Road and Via Pasar; Autoport Mall between Eastgate Mall and Miramar Mall; Miramar Mall between Marindustry Drive and Miramar Road; along Marindustry Drive; Miramar Place; Avenida Manana between Nautilus Street and Via Barranca and Crowhill Road between Edgeworth Road and Soledad Mountain Road; Convoy Court from Convoy Street to east cul-de-sac; Raytheon Road between Ruffener Street and Mercury Street; Chesapeake Drive between Kearny Villa Road and Chesapeake Court; Farnham Street between Ruffin Road and Chesapeake; Mt Abraham Avenue from Mt. Aguilar Drive to south end Cul de sac; Mt Ainsworth Avenue between Mt. Abraham Avenue and Mt. Aguilar Drive; Mt. Acre Way; Mt. Ainsworth Court; Mt. Ainsworth Way and Channing Street between Limerick Avenue and Doliva Drive.

Group 2305: Santa Cruz Avenue between Froude Street and Guizot Street; Ibis Street between West Upas Street and Horton Avenue; B Street between Fern Street and 31st Street; Irving Avenue between Cesar E. Chavez Parkway and Dewey Street; Julian Avenue between Cesar E. Chavez Parkway and Dewey Street; Harrison Avenue between Sampson Street and Sicard Street; Jud Street between Carlisle Drive and Solana Street; Carlsbad Street between Ashmore Avenue and Delrose Avenue; Latrobe Circle between Barney Street; Seascape between Homedale Street and Calle Tres Lomas; Narwhal Street between Grissom Street and Schirra Street; Alisa Court between Otay Mesa Road and Saint Andrews Avenue; Saint Andrews Avenue between Gales Boulevard and Alisa Court; Paseo de las Americas between Heinrich Hertz Drive and Siempre Viva Road; 63rd Street between El Cajon Boulevard and Stanley Avenue; Revillo Way from Revillo Drive to north cul-de-sac and Vale Way between 58th Street and Adelante Avenue roundabout.

Group 2306: Camino de la Breccia between Avenida Cordillera and Avenida Alozdra; Avenida Cordillera between Camino de la Breccia and Via Moura; Via Moura between Avenida Cordillera and Avenida Alozdra; Corte Huasco; Ashburton Road between Fairlie Road and Timaru Way; Via Tazon between Rancho Bernardo Road and West Bernardo Court; Turtleback Road between Cloudcrest Road and Turtleback Court; along Turtleback Court; Turtleback lane between Turtleback Court and Lofty Trail Drive; Cloudcrest Drive between Turtleback Road and Turtleback Lane; Avenida Venusto between Calle Vivienda and Calle Paracho; Calle Paracho between Calle Vivienda and Avenida Venusto; Conference Way between Carmel Mountain Road and World Trade Drive; Waverly Downs Way between Waverly Downs Lane and Eastbourne Road; Seabridge Lane between Windcrest Lane and Stoney Peak Drive; High Park Lane between Grain Lane and Ridley Road; Appalachian Way between Sawtooth Way and Black Hills Way; Old West Avenue between Twin Trails and Trail Dust Avenue and Entreken Avenue between Sedorus Street and Jane Street.

The project is located within Rancho Bernardo, Rancho Peñasquitos, Mira Mesa, University, La Jolla, Pacific Beach, Clairemont Mesa, Kearny Mesa, Tierrasanta, Linda Vista, Serra Mesa, Mission Valley, Navajo, College, Ocean Beach, Peninsula, Uptown, North Park, Mid-City: Eastern, Mid-City Normal Heights, Mid-City: City Heights, Greater Golden Hill, Southeastern San Diego, Skyline Paradise Hills, Otay Mesa-Nestor and Otay Mesa Community Planning Areas (Council Districts 1, 2, 3, 4 5, 6, 7, 8 & 9).

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

Description of nature and purpose of the Project: The project will overlay approximately 1.81 miles of existing roadways with asphalt concrete pavement and make roadway subgrade repairs where needed; replace and install curb ramps, cross gutters, curb & gutter, sidewalks, replace traffic signal detection loops and stub outs, adjustment of city manhole and gate valve covers, tree root pruning, and root barrier installation; and replacing and/or installing new traffic striping and markings/legends.

Portions of project at Group 2302: intersection of Chesapeake Drive with Kearny Villa Road and at Group 2301: along Baker Way occur adjacent to the City's Multi-Habitat Planning Area (MHPA) and will be required to comply with the MHPA Land Use Adjacency Guidelines as specified in section 1.4.3 of the MSCP Subarea Plan.

Name of Public Agency Approving Project: City of San Diego

Name of Person or Agency Carrying Out Project: City of San Diego
Engineering and Capital Projects Department
Contact: Nicholas Ferracone, Senior Planner
Email/Phone: nwferracone@sandiego.gov / (619) 533-4182
525 B Street, Suite 750 (MS 908A), San Diego, CA 92101

Exempt Status:

- Ministerial (Sec. 21080(b)(1); 15268);
- Declared Emergency (Sec. 21080(b)(3); 15269(a));
- Emergency Project (Sec. 21080(b)(4); 15269 (b)(c))
- Categorical Exemption: 15301 (Existing Facilities);15302 (Replacement and Reconstruction); and
15303 (New Construction)
- Statutory Exemptions:

Reasons why project is exempt: The City of San Diego conducted an environmental review which determined that the project meets the categorical exemption criteria set forth in CEQA State Guidelines, Sections 15301(Existing Facilities) which consist of the repair, maintenance of existing public structures such as existing streets, curb ramps, cross gutters, curb and gutters and sidewalks; 15302 (Replacement and Construction) which consist of the replacement or reconstruction of existing street surface (pavement resurface), curb ramps, cross gutters, curb and gutter, sidewalks, traffic signal detection, stub outs and replacing traffic striping/markings; Section 15303 (New Construction) which allows for the construction of a limited number of new small structures or facilities such as new curb ramps, cross gutters and curb & gutters; and where the exceptions listed in Section 15300.2 would not apply.

Lead Agency Contact Person: Nicholas Ferracone, Senior Planner Telephone: (619) 533-4182

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.

Carrie Purcell

Carrie Purcell, Deputy Director

8/4/23

Date

Check One:

- Signed By Lead Agency
- Signed by Applicant

Date Received for Filing with County Clerk or OPR:

APPENDIX B
FIRE HYDRANT METER PROGRAM

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

1. **PURPOSE**

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

2. **AUTHORITY**

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

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

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

2.4 California Code of Regulations, Titles 17 and 22

2.5 California State Penal Code, Section 498B.0

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

2.7 Water Department Director

Reference

2.8 State of California Guidance Manual for Cross Connection Programs

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

2.10 American Water Works Association Standards for Water Meters

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

3. **DEFINITIONS**

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

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

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

4. **POLICY**

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

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

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

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

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

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

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

Water Department Director

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

APPENDIX

Administering Division: Customer Support Division

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

Distribution: DI Manual Holders



Application for Fire Hydrant Meter (EXHIBIT A)

(For Office Use Only)

NS REQ	FAC#
DATE	BY

METER SHOP (619) 527-7449

Meter Information

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

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

Company Information

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

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

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

WATER USES WITHOUT ANTICIPATED CHARGES FOR RETURN TO SEWER

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

Note:

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

Date

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

Subject: Discontinuation of Fire Hydrant Meter Service

Dear Water Department Customer:

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

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

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

Sincerely,

Water Department

APPENDIX C

MATERIALS TYPICALLY ACCEPTED BY CERTIFICATE OF COMPLIANCE

MATERIALS TYPICALLY ACCEPTED BY CERTIFICATE OF COMPLIANCE

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

APPENDIX D

SAMPLE CITY INVOICE WITH CASH FLOW FORECAST

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

Construction Cash Flow Forecast

"Sewer and Water Group Job 965 (W)"

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

SAMPLE REFERENCE

APPENDIX E
LOCATION MAPS

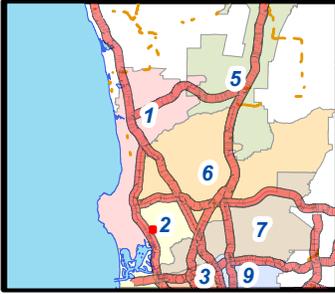
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 AC2301 Paving Limits



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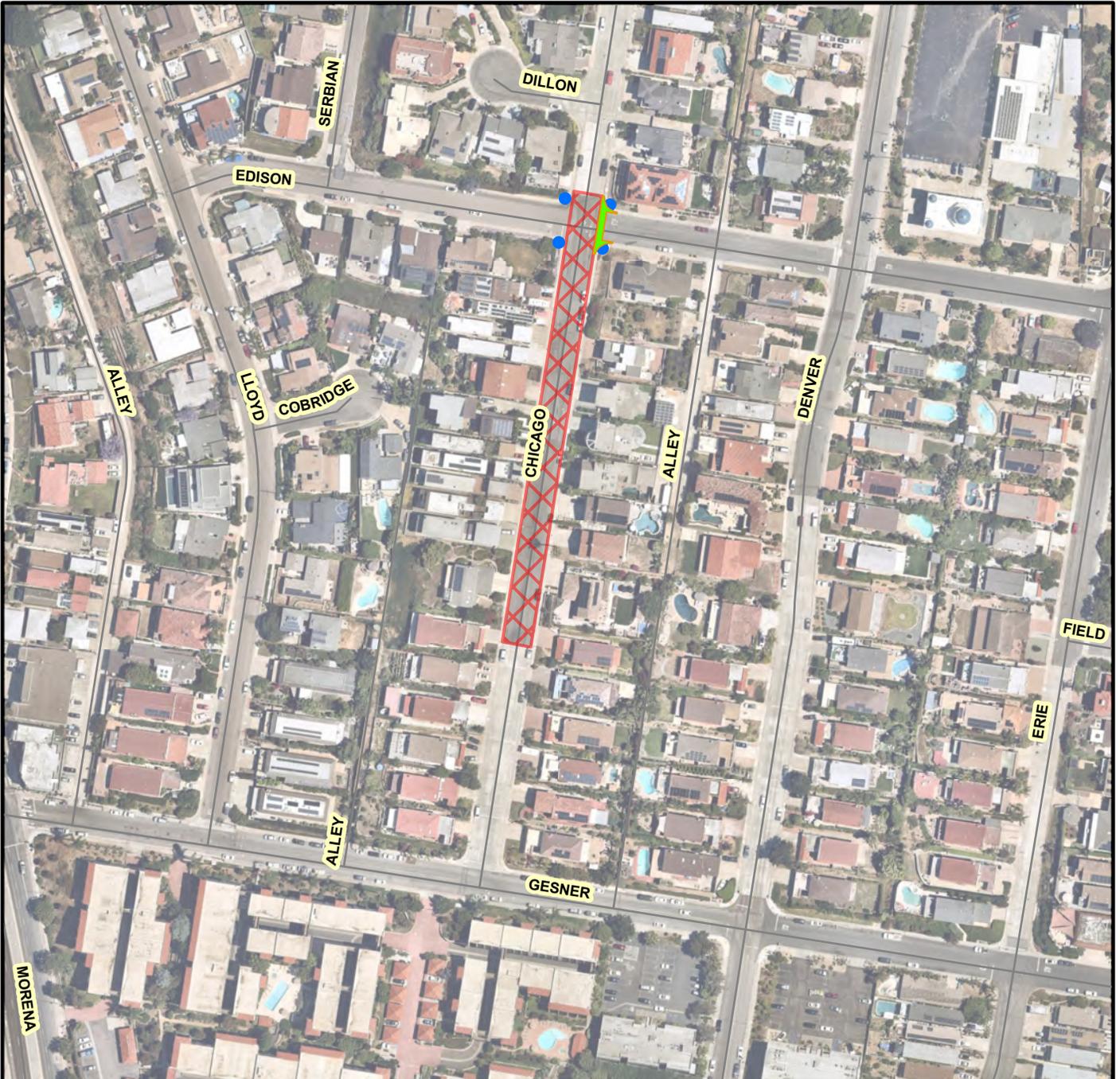
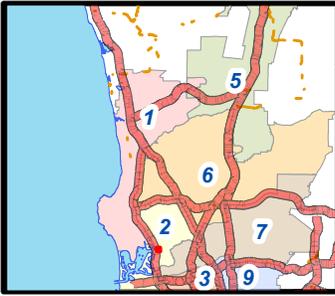
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-  Curb Ramps
-  Cross Gutter



COMMUNITY NAME: CLAIREMONT MESA

COUNCIL DISTRICT: 2

WBS NO: B23130

Date: 7/27/2023



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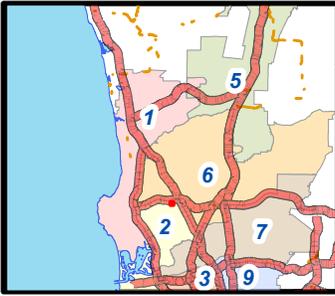
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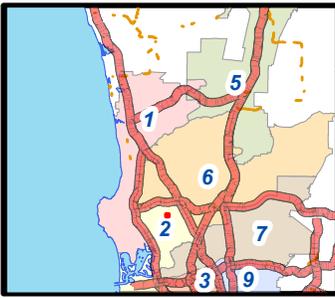
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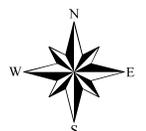
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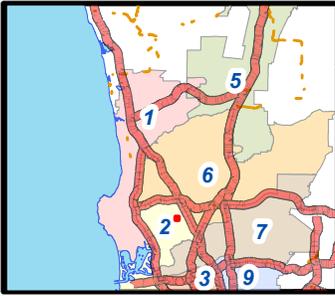
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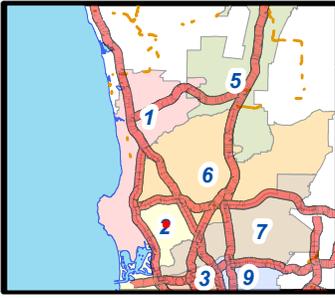
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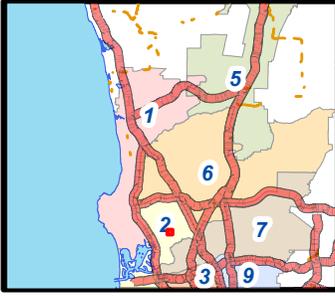
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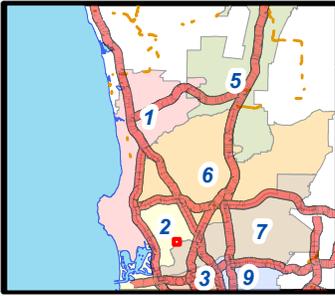
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COUNCIL DISTRICT: 2, 7

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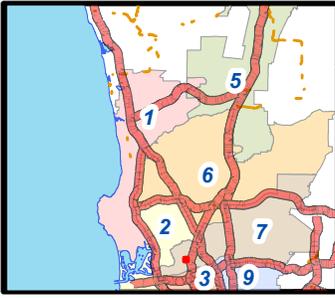
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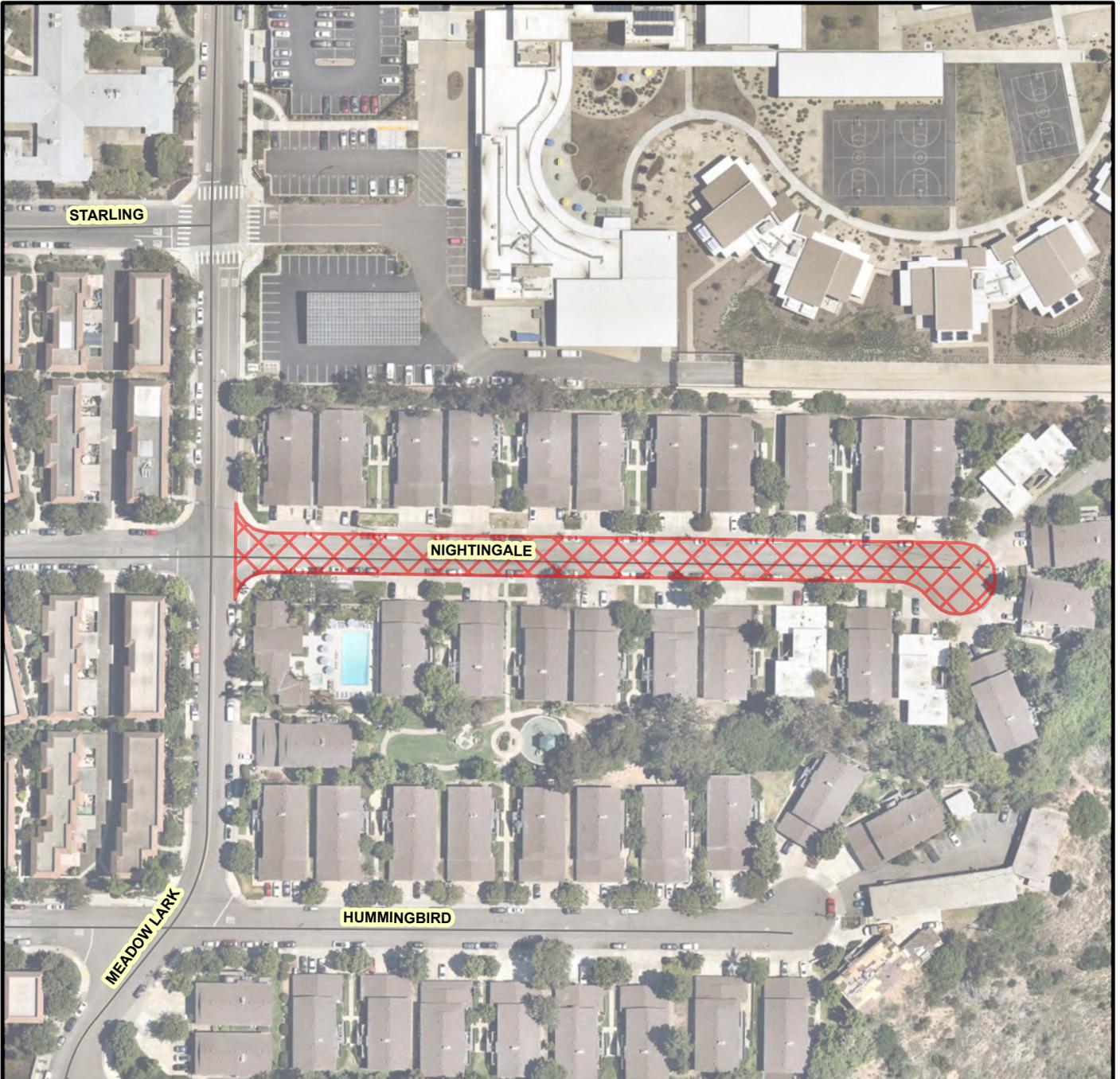
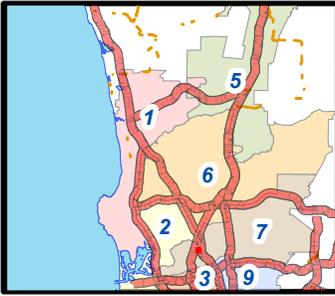
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 AC2301 Paving Limits



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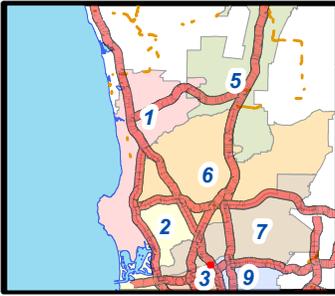
Asphalt Overlay Group 2301

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Legend

-  AC2301 Paving Limits
-  Curb Ramps



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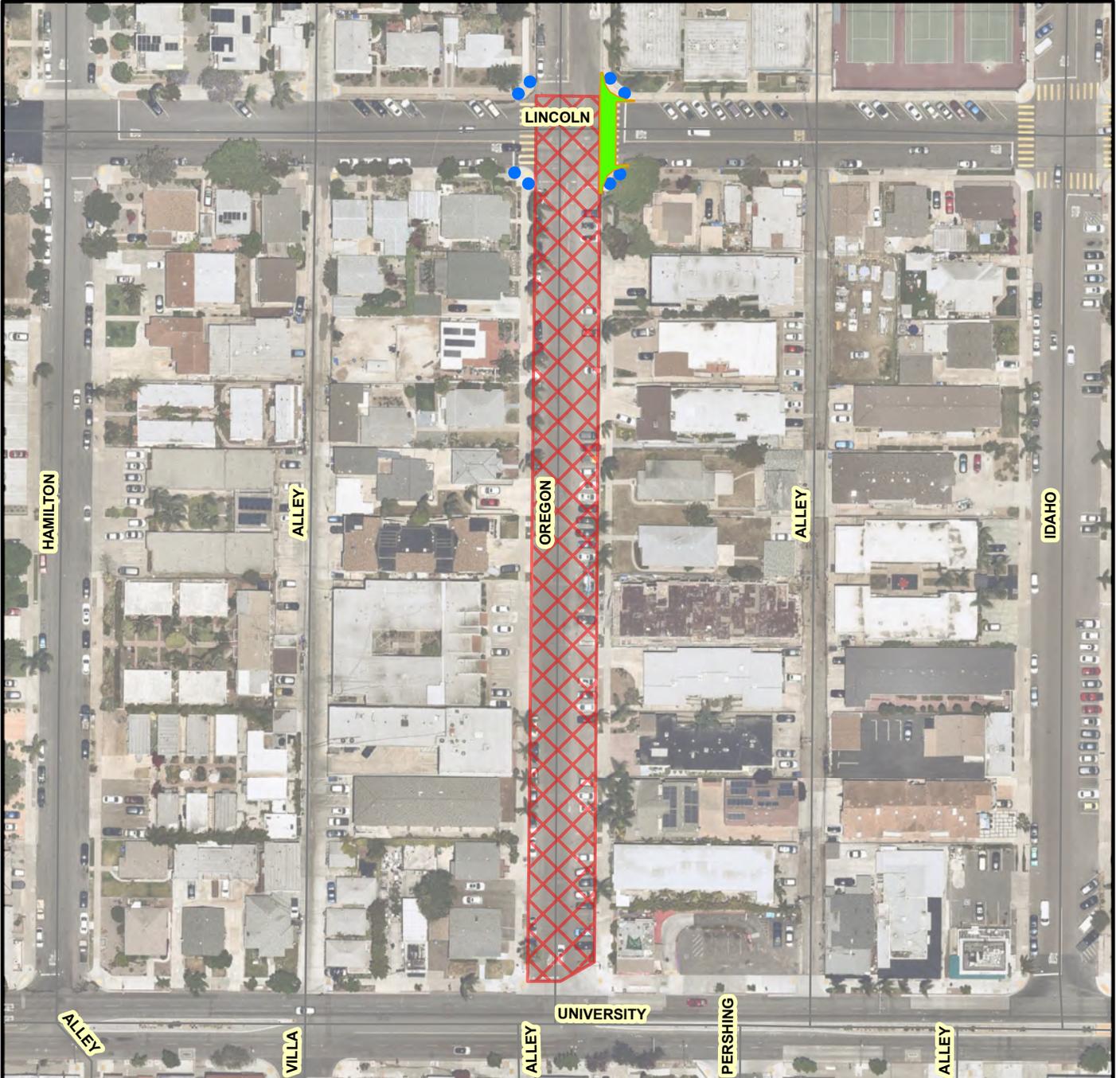
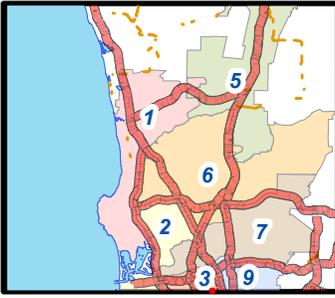
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Legend

-  AC2301 Paving Limits
-  Curb Ramps
-  Cross Gutter



COMMUNITY NAME: NORTH PARK

COUNCIL DISTRICT: 3

WBS NO: B23130

Date: 7/27/2023



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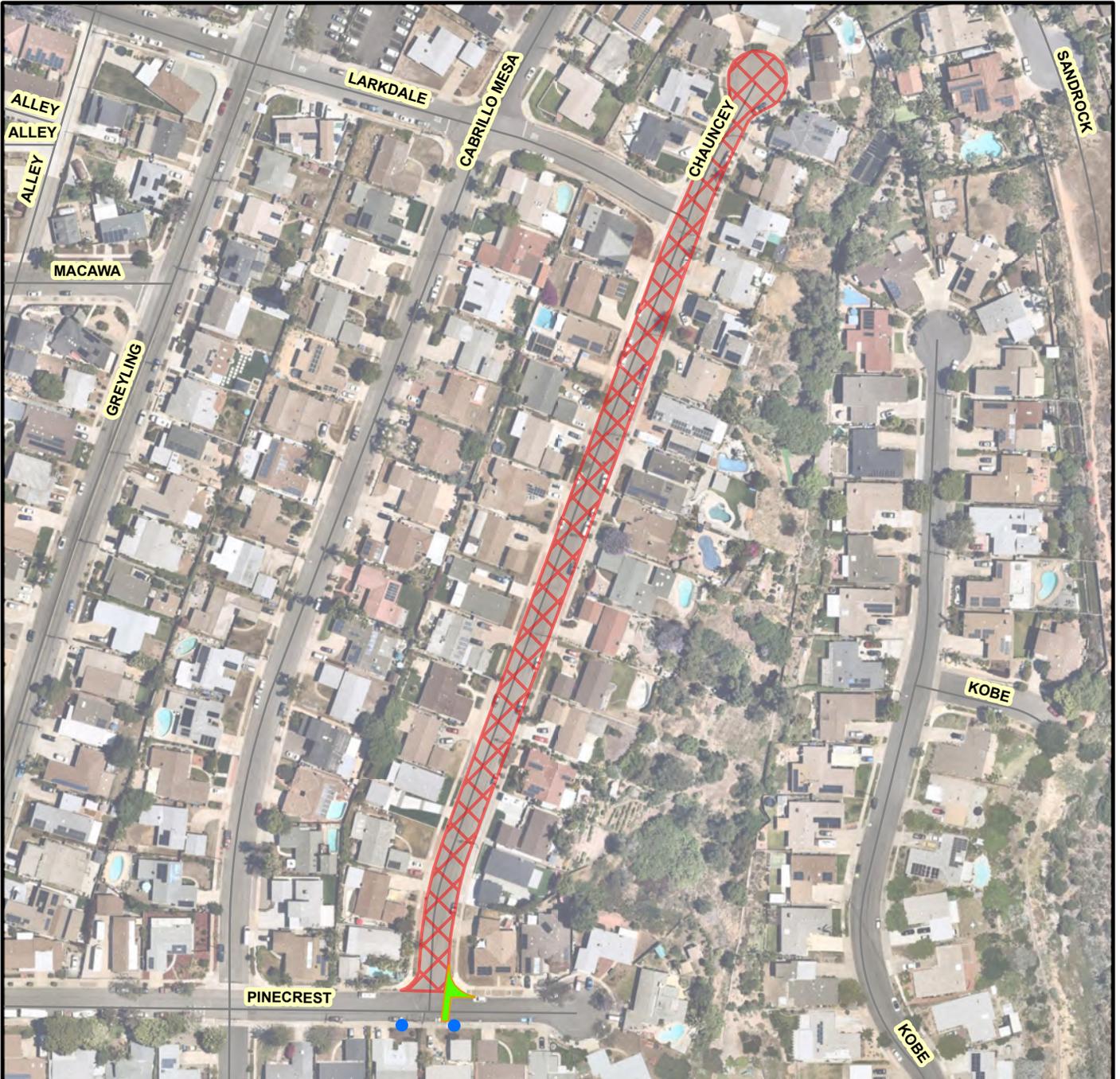
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Legend

-  AC2301 Paving Limits
-  Curb Ramps
-  Cross Gutter



COMMUNITY NAME: SERRA MESA

COUNCIL DISTRICT: 7

WBS NO: B23130

Date: 7/27/2023



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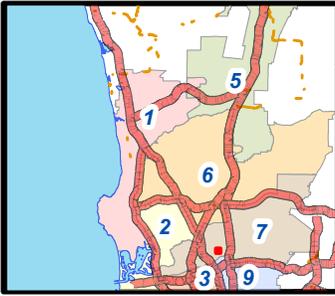
Asphalt Overlay Group 2301

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Legend

 AC2301 Paving Limits  Curb Ramps



COMMUNITY NAME: SERRA MESA

COUNCIL DISTRICT: 7

WBS NO: B23130

Date: 7/27/2023



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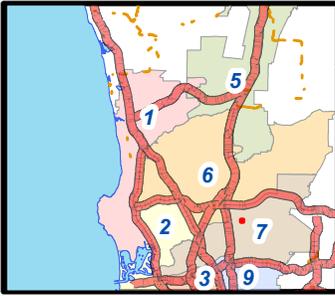
Asphalt Overlay Group 2301

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Legend

-  AC2301 Paving Limits
-  Curb Ramps
-  Cross Gutter



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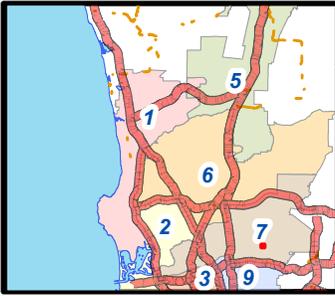
Asphalt Overlay Group 2301

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Legend

-  AC2301 Paving Limits
-  Curb Ramps
-  Cross Gutter



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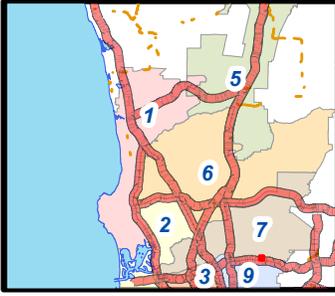
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Legend

-  AC2301 Paving Limits
-  Curb Ramps



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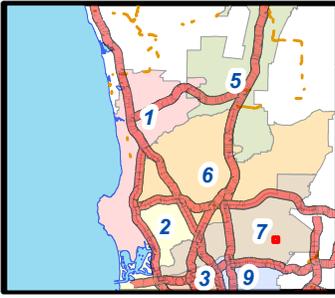
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Legend

-  AC2301 Paving Limits
-  Curb Ramps
-  Cross Gutter



COMMUNITY NAME: NAVAJO

COUNCIL DISTRICT: 7

WBS NO: B23130

Date: 7/27/2023



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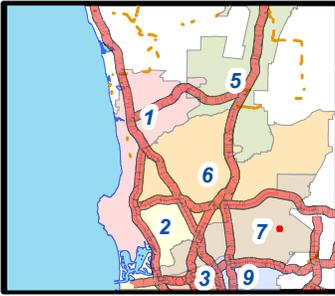
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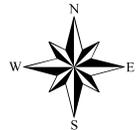
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Legend

-  AC2301 Paving Limits
-  Curb Ramps
-  Cross Gutter



COMMUNITY NAME: NAVAJO

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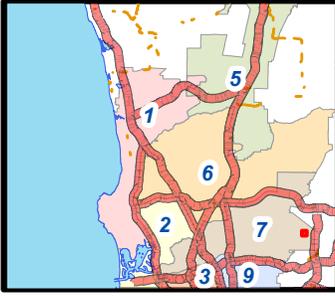
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COMMUNITY NAME: NAVAJO

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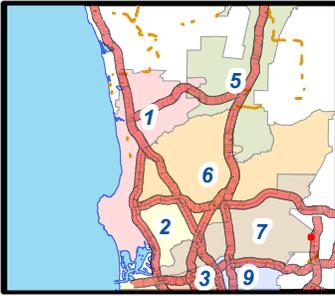
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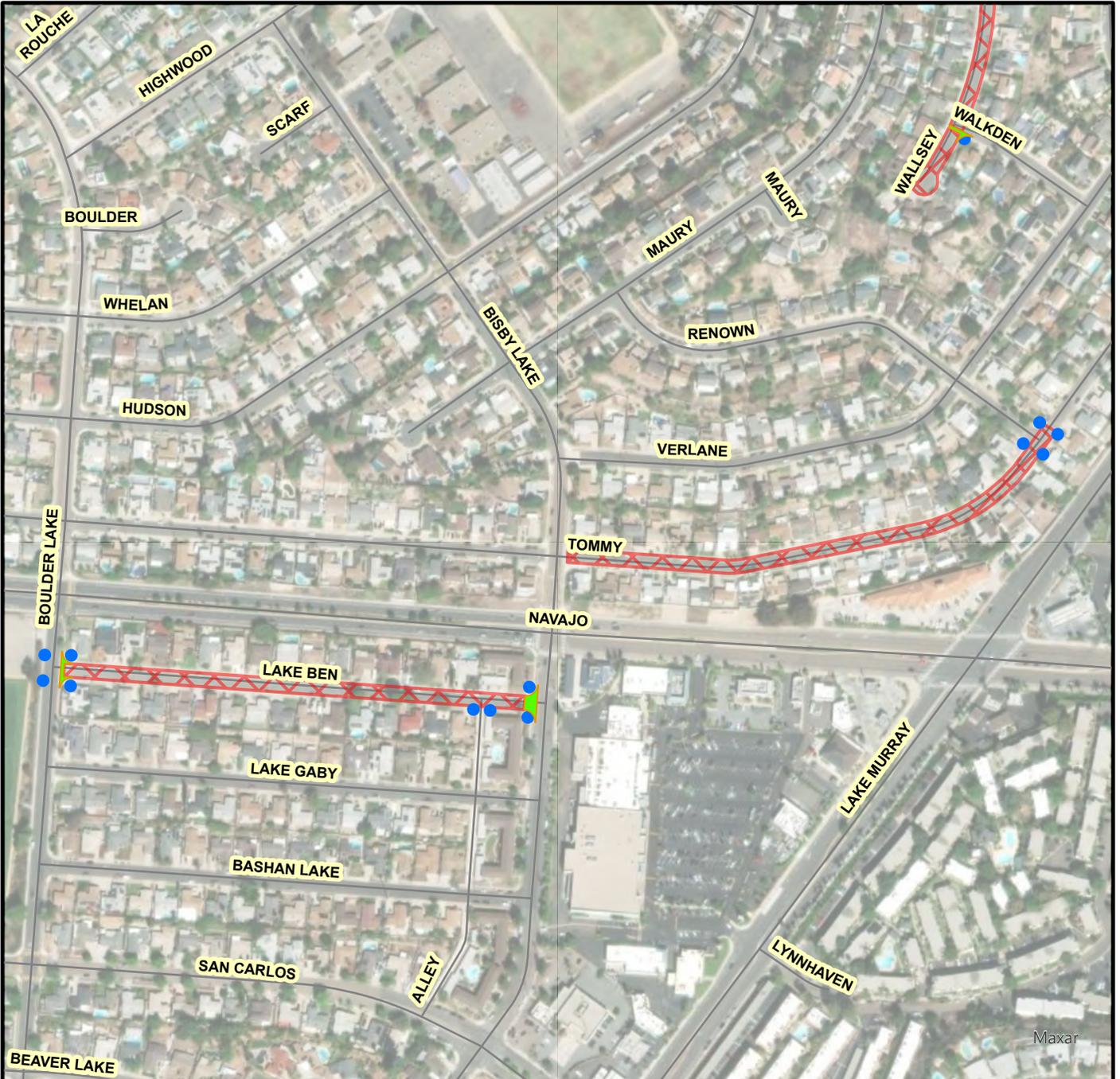
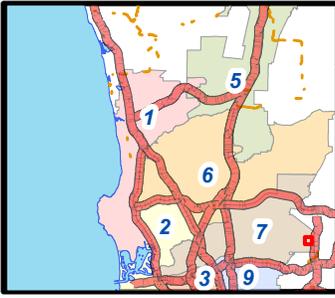
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COMMUNITY NAME: NAVAJO

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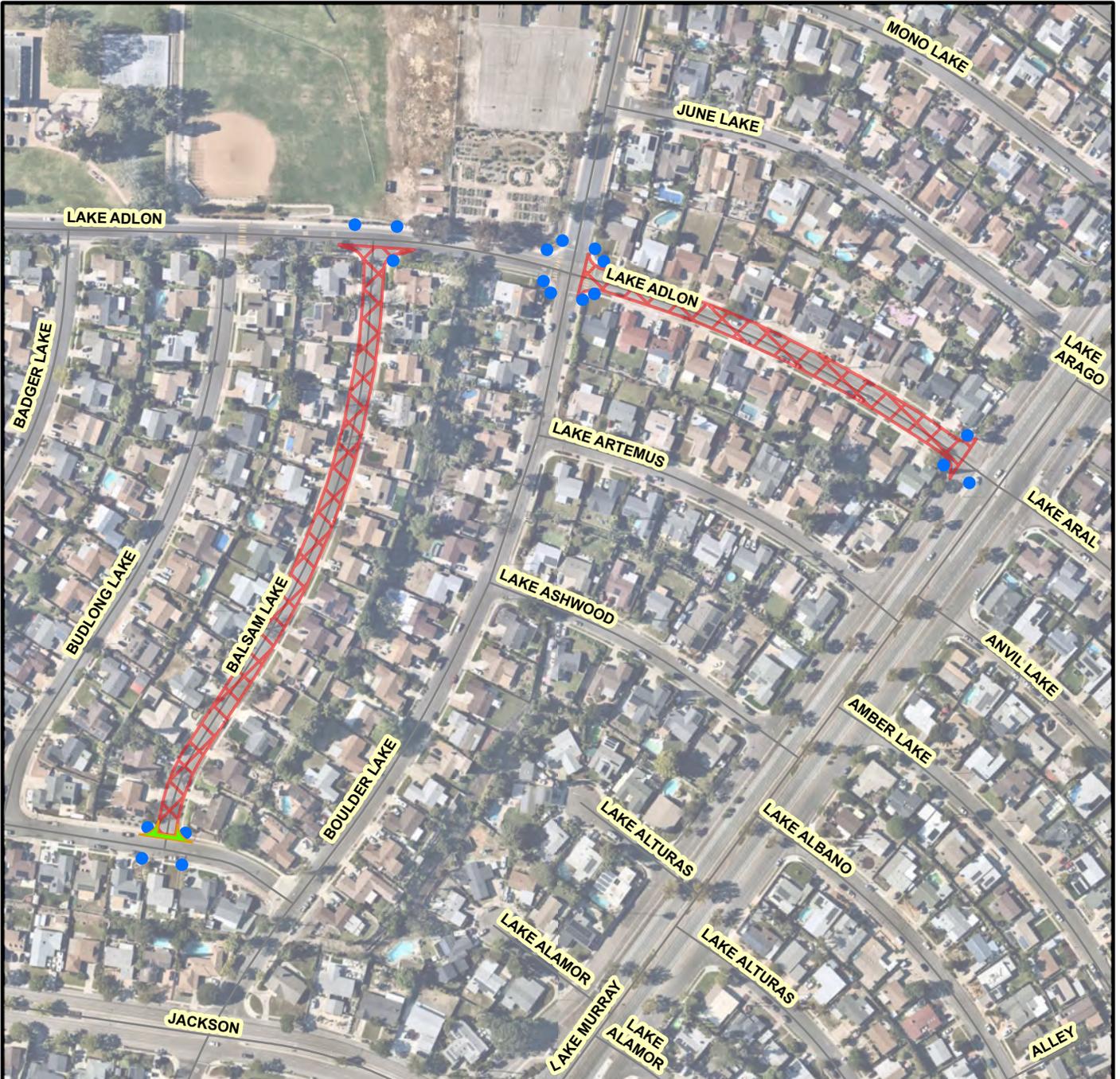
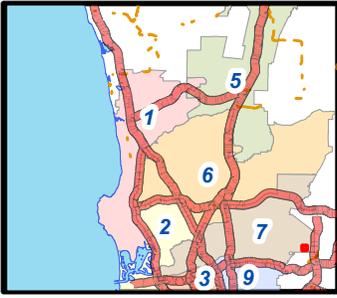
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Legend

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-  Curb Ramps
-  Cross Gutter



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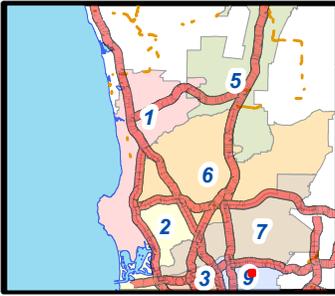
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 AC2301 Paving Limits



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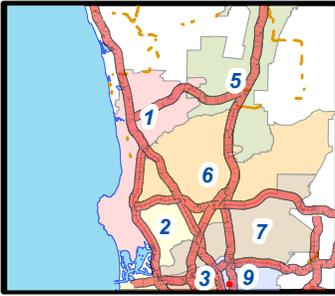
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Legend

-  AC2301 Paving Limits
-  Curb Ramps



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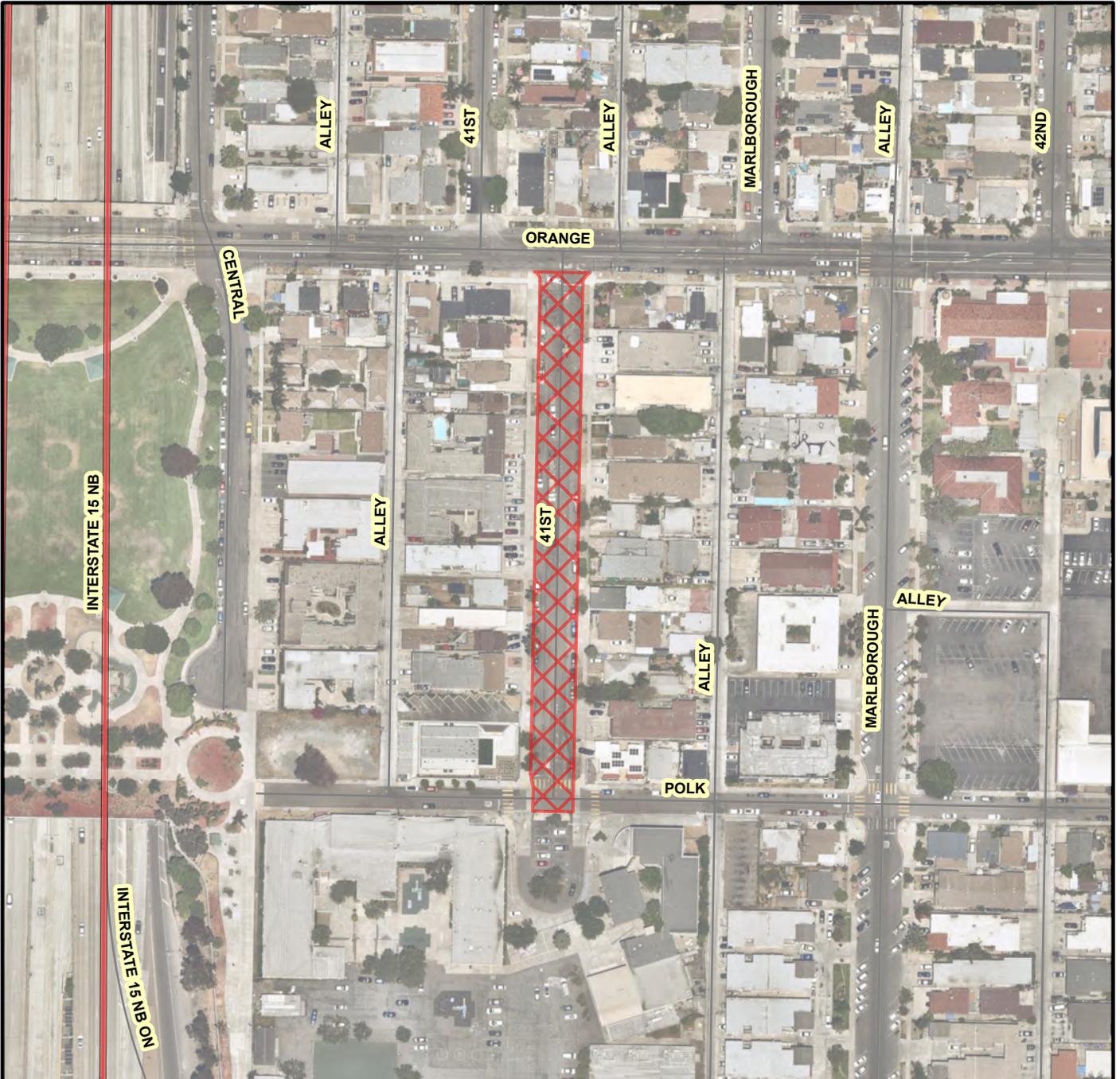
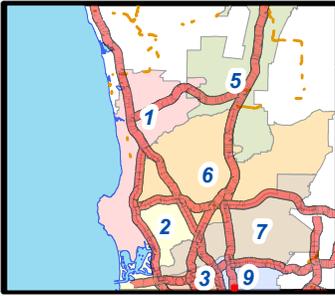
Asphalt Overlay Group 2301

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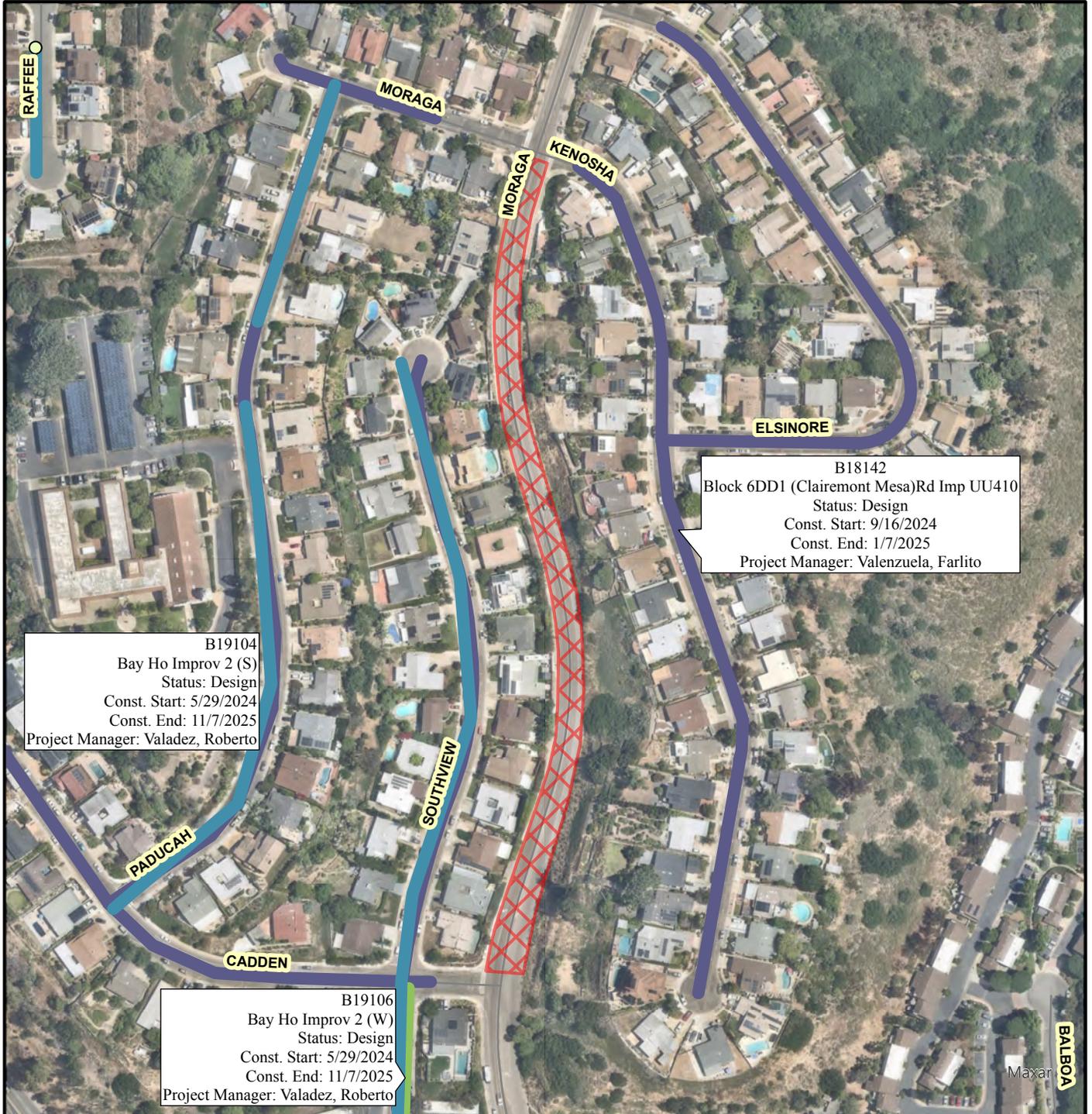
 AC2301 Paving Limits



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APPENDIX F
COORDINATION MAPS

AC2301: DBB-1 Project Coordination Map



Legend

- AC2301 Paving Limits
- Bay Ho Improv 1 (S)
- Bay Ho Improv 2 (S)

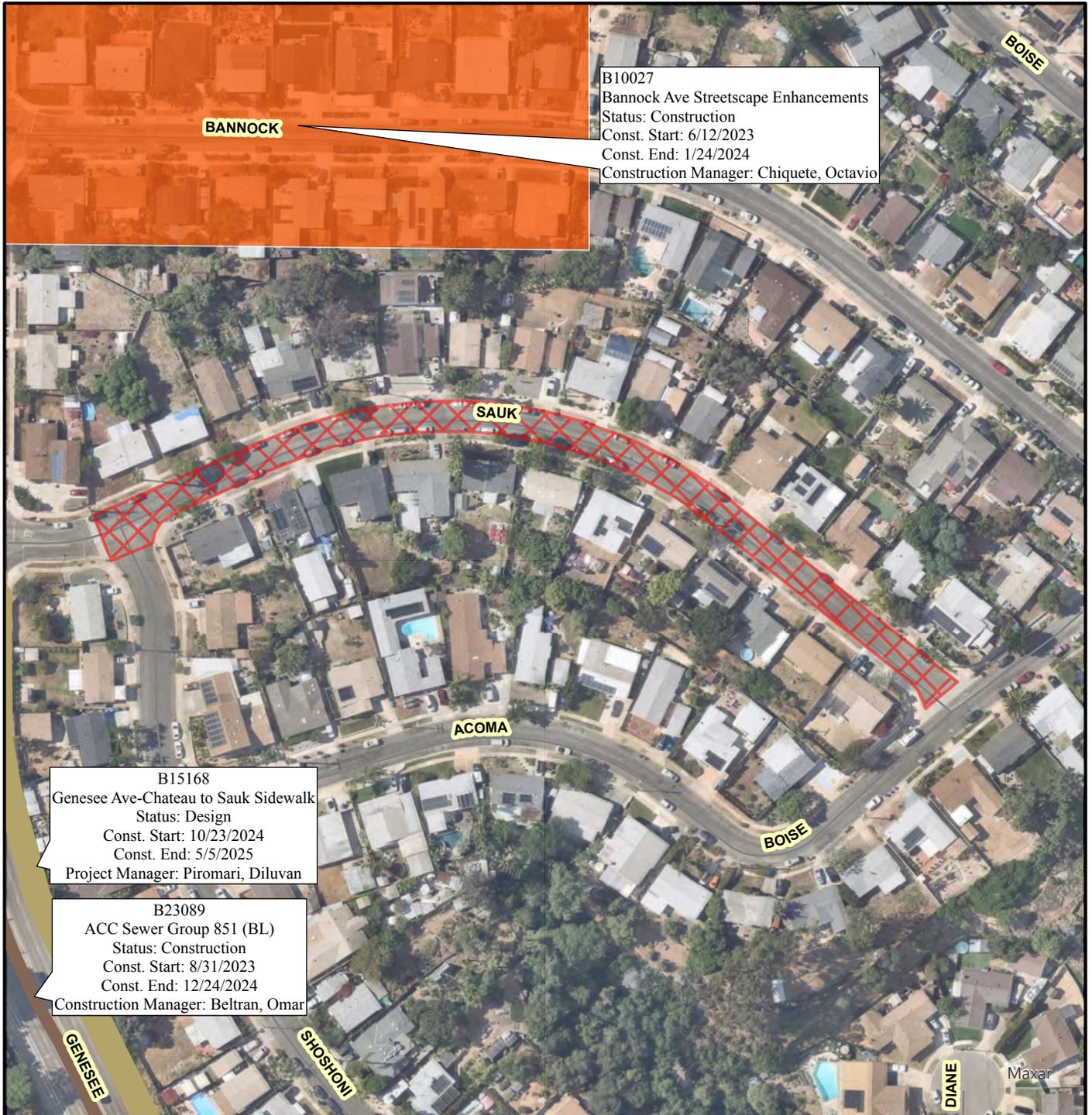
Surrounding Projects

- Bay Ho Improv 2 (W)
- Block 6DD1 (Clairemont Mesa)Rd Imp UU410



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AC2301: DBB-1
Project Coordination Map



B10027
Bannock Ave Streetscape Enhancements
Status: Construction
Const. Start: 6/12/2023
Const. End: 1/24/2024
Construction Manager: Chiquete, Octavio

B15168
Genesee Ave-Chateau to Sauk Sidewalk
Status: Design
Const. Start: 10/23/2024
Const. End: 5/5/2025
Project Manager: Piromari, Diluvan

B23089
ACC Sewer Group 851 (BL)
Status: Construction
Const. Start: 8/31/2023
Const. End: 12/24/2024
Construction Manager: Beltran, Omar

Legend

-  AC2301 Paving Limits
-  ACC Sewer Group 851 (BL)
-  Bannock Ave Streetscape Enhancements
-  Genesee Ave-Chateau to Sauk Sidewalk

Surrounding Projects



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AC2301: DBB-1
Project Coordination Map



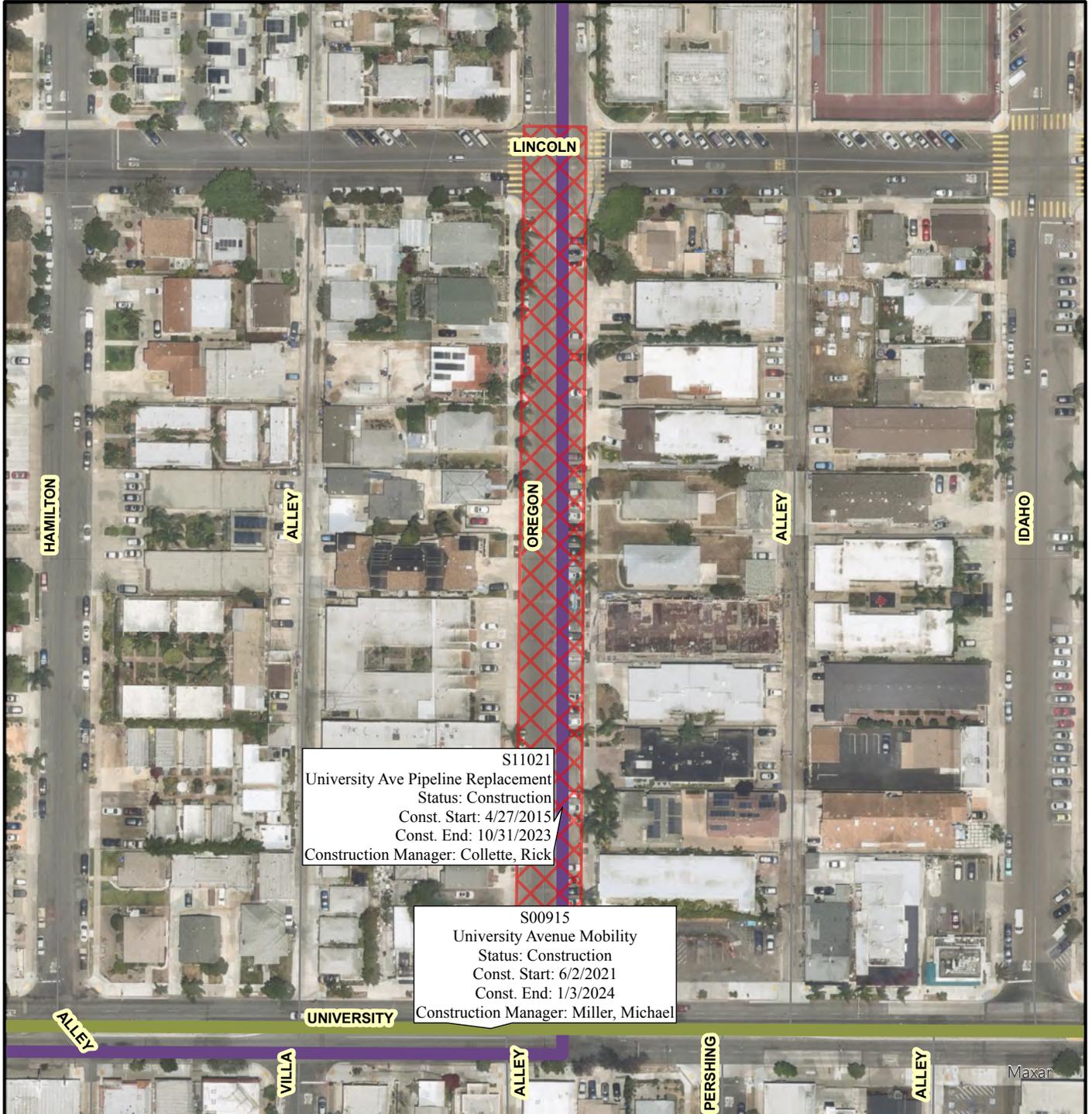
Legend **Surrounding Projects**

 AC2301 Paving Limits  Alvarado 2nd Extension Pipeline



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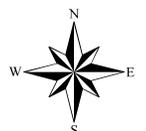
AC2301: DBB-1
Project Coordination Map



Legend

-  AC2301 Paving Limits
-  University Ave Pipeline Replacement
-  University Avenue Mobility

Surrounding Projects



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AC2301: DBB-1
Project Coordination Map



Legend

 AC2301 Paving Limits

Surrounding Projects

 Allied Gardens Improv 3 (P)

 Allied Gardens Improve 3 (W)

 Allied Gardens Improve 3 (S)



COMMUNITY NAME: NAVAJO

COUNCIL DISTRICT: 7

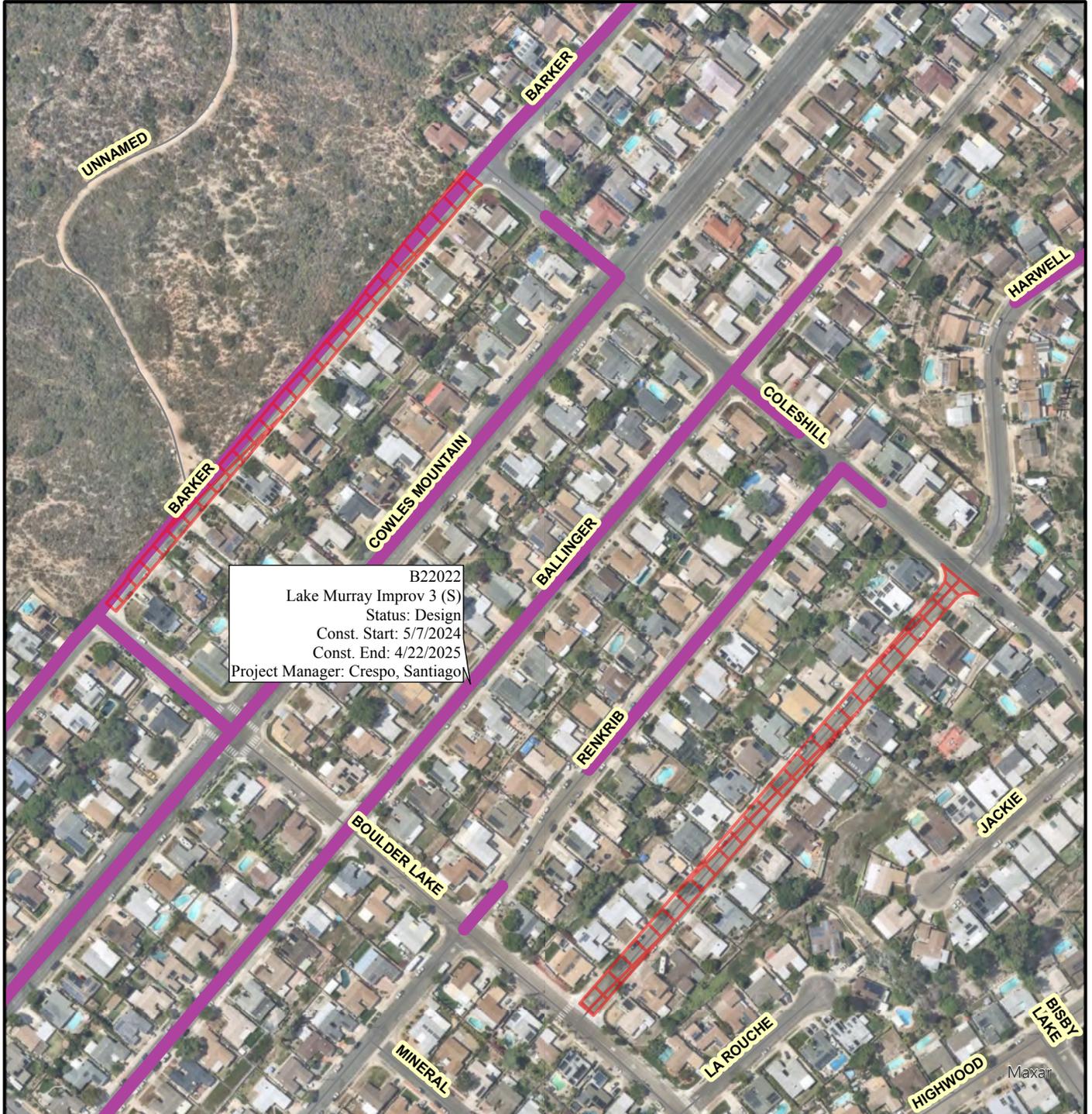
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AC2301: DBB-1
Project Coordination Map



B22022
Lake Murray Improv 3 (S)
Status: Design
Const. Start: 5/7/2024
Const. End: 4/22/2025
Project Manager: Crespo, Santiago

Legend **Surrounding Projects**

-  AC2301 Paving Limits
-  Lake Murray Improv 3 (S)



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AC2301: DBB-1
Project Coordination Map



Legend	Surrounding Projects
 AC2301 Paving Limits	 Lake Murray Improv 3 (S)
	 Navajo Pump Station



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AC2301: DBB-1
Project Coordination Map



Legend

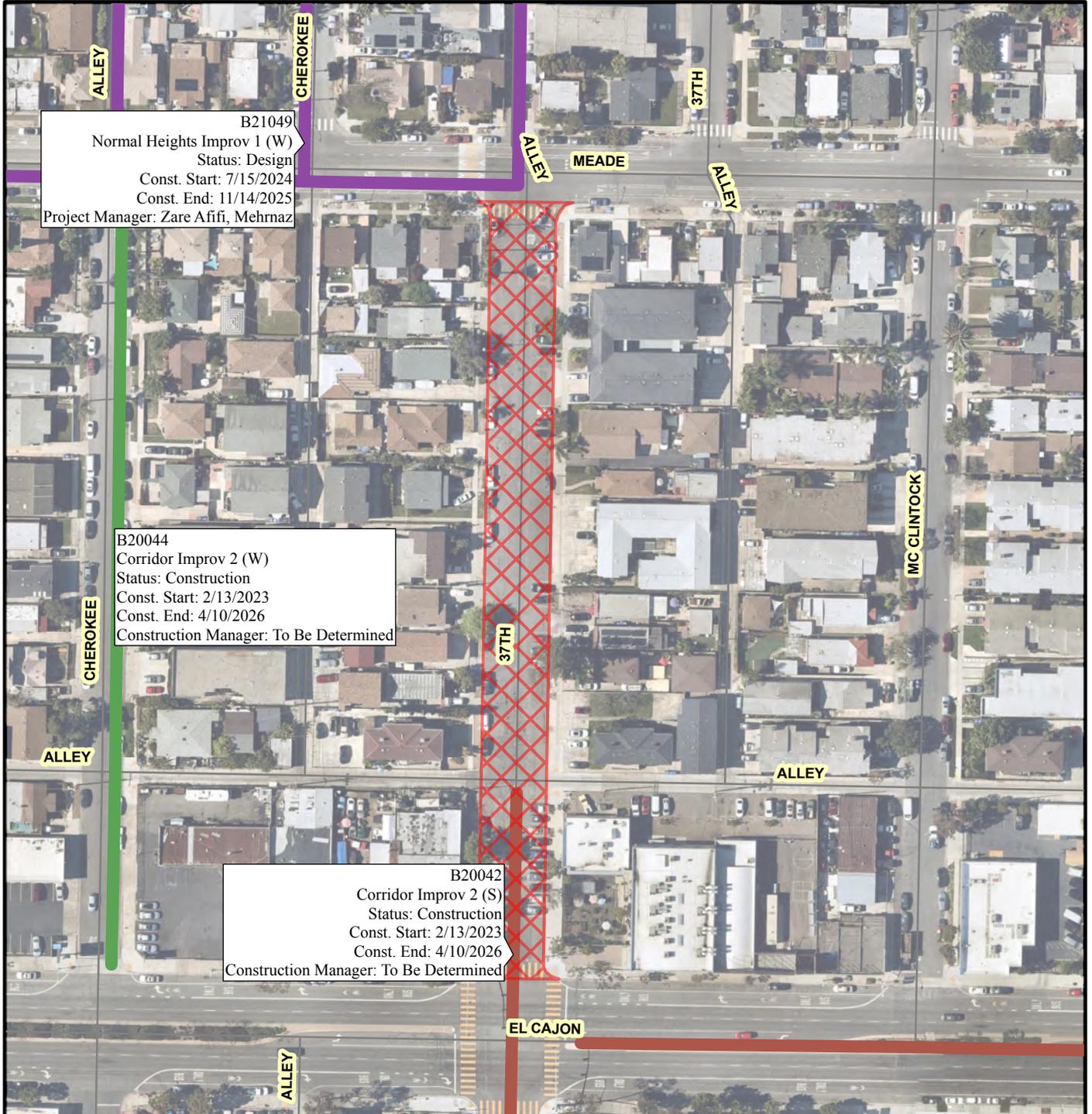
-  AC2301 Paving Limits
-  Lake Murray Improv 3 (S)
-  Navajo Pump Station

Surrounding Projects



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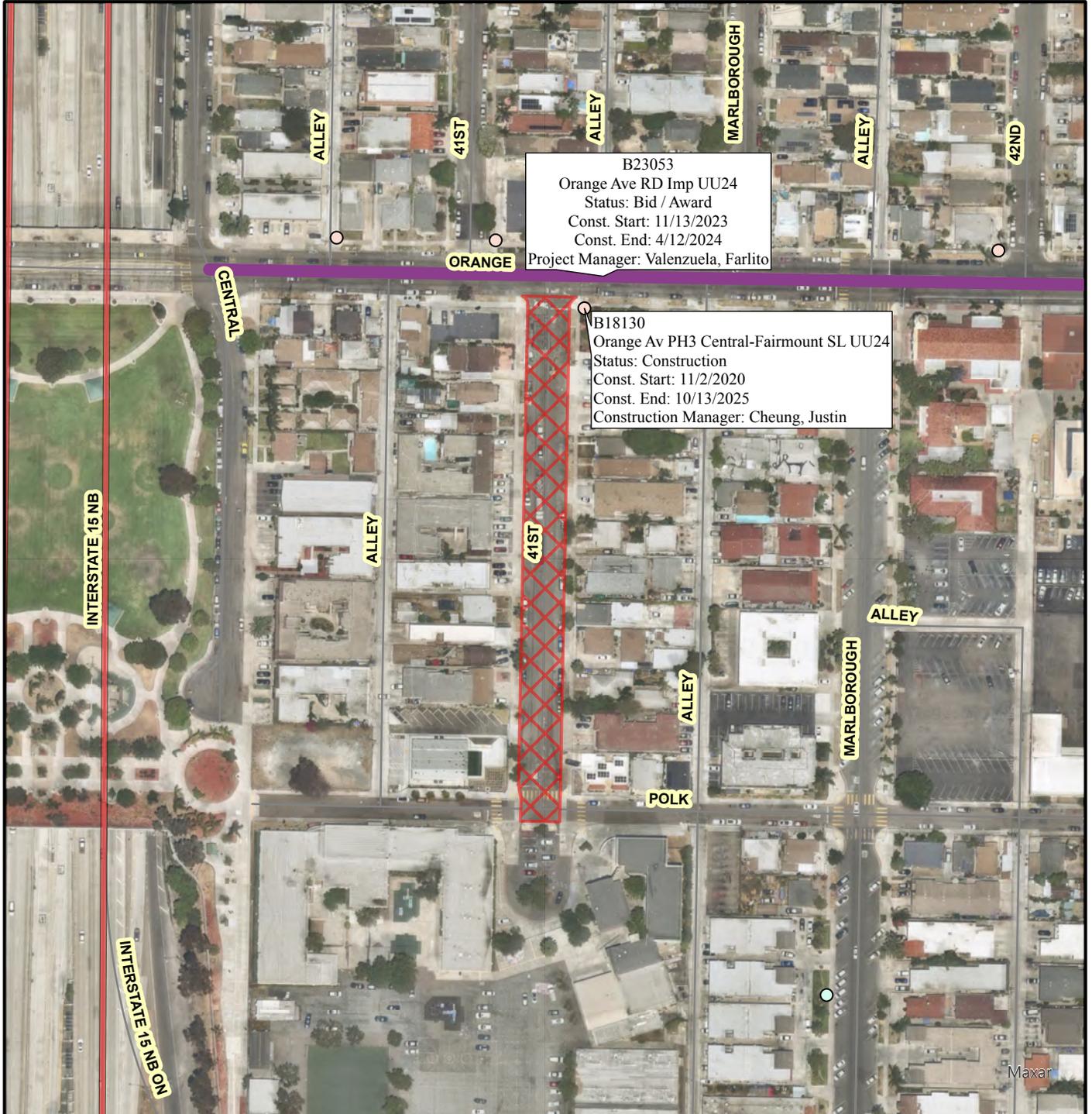
AC2301: DBB-1 Project Coordination Map



Legend	Surrounding Projects	
 AC2301 Paving Limits	 Corridor Improv 2 (S)	 Normal Heights Improv 1 (W)
	 Corridor Improv 2 (W)	

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AC2301: DBB-1 Project Coordination Map



Legend

AC2301 Paving Limits

Surrounding Projects

- Citywide Street Lights Group 1602
- Orange Av PH3 Central-Fairmount SL UU24
- Orange Ave RD Imp UU24



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COMMUNITY NAME: MID-CITY:CITY HEIGHTS

COUNCIL DISTRICT: 9

WBS NO: B23130

Date: 8/15/2023



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
SAMPLE OF PUBLIC NOTICE



CONSTRUCTION NOTICE

PROJECT TITLE

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

The work will consist of:

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

How your neighborhood may be impacted:

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

Hours and Days of Operation:

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

City of San Diego Contractor:

Company Name, XXX-XXX-XXXX



CONSTRUCTION NOTICE

PROJECT TITLE

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

The work will consist of:

- Saw-cutting and trench work on Ingulf Street from Morena Boulevard to Galveston Street to install new water mains, water laterals and fire hydrants.
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• Temporary water service disruptions are planned. If planned disruptions impact your property, you will receive advance notice.
• Parking restrictions will exist because of the presence of construction equipment and materials.
• "No Parking" signs will be displayed 72 hours in advance of the work.
• Cars parked in violation of signs will be TOWED.

Hours and Days of Operation:

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

City of San Diego Contractor:

Company Name, XXX-XXX-XXXX

APPENDIX I

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:



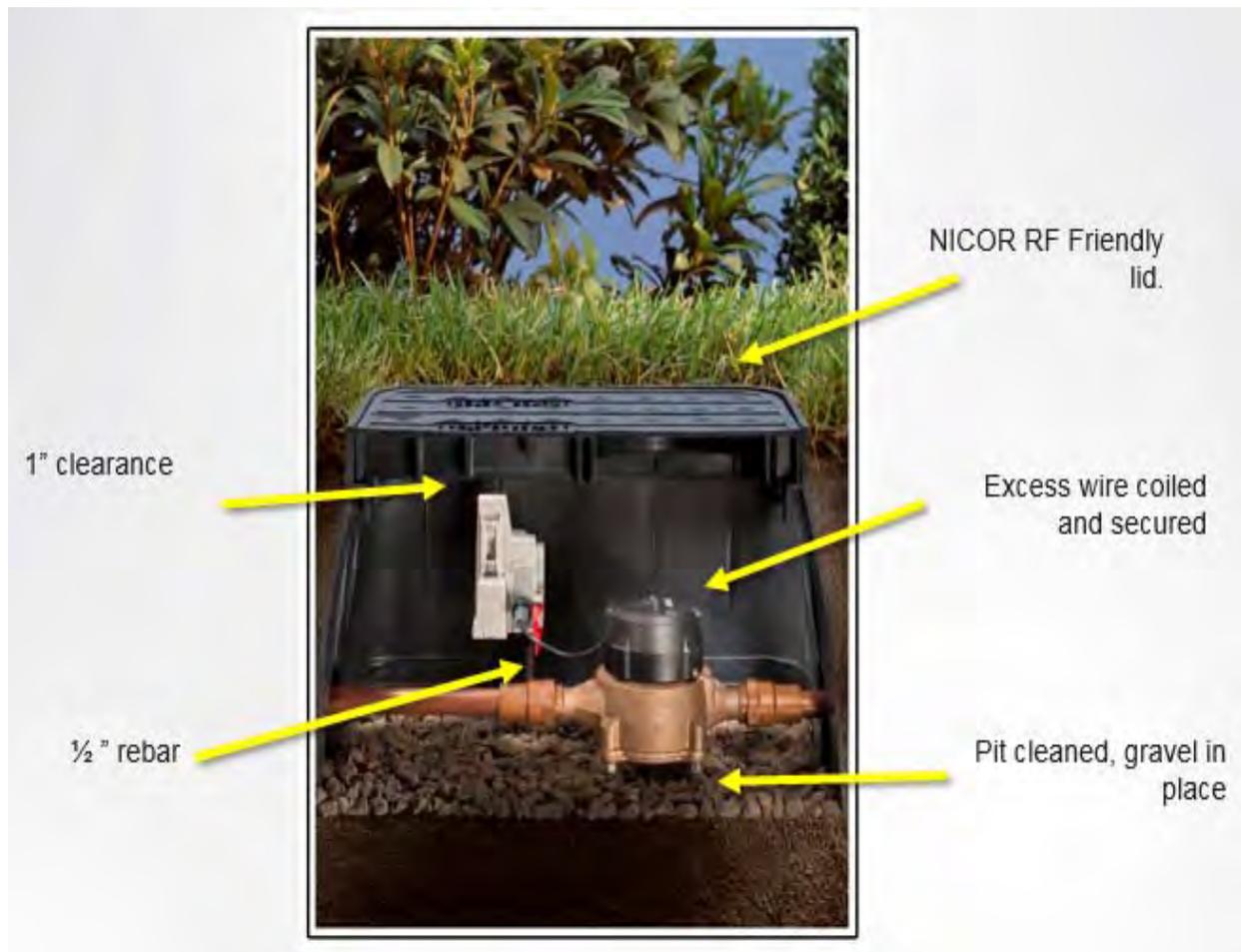
Network Devices, see Photo 3:

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

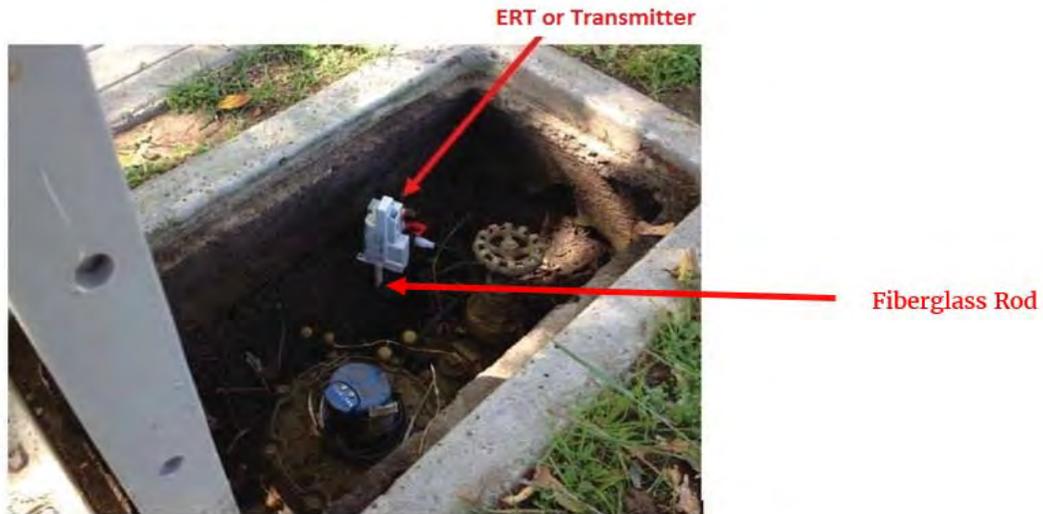


Photo 6 below is an example of disturbance that shall be avoided:

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 AMI Project Manager Arwa Sayed at (619) 362-0121 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 the AMI Project Manager, Arwa Sayed, at (619) 362-0121.

APPENDIX J
ESTIMATED ASPHALT CONSTRUCTION QUANTITIES

SAP ID	Street Name	Cross Street 1	Cross Street 2	Street Classification	Geographic Area	Council District	Estimated Street Length	Estimated Street Width	Estimated Repair Miles	2" Cold Mills (SF)	3" Cold Mills (SF)	2" AC Overlay (TONS)	2" AC Overlay with Aramid Fibers (TONS)	3" AC Overlay with Aramid Fibers (TONS)	1" Cold Mill (SF)	2" Edge Mill (Type A) (SF)	Header Cuts (LF)	Total Base Repair (SF)	Loops			Adjust GV to Grade (EA)	Adjust MH to Grade (EA)	Replace Survey Monument concrete encasement (EA)	Notes	
																			Type E (EA)	Type E Mod (EA)	Type Q Bike (EA)					
SS-028563-PV1	WESTINGHOUSE ST	TAIT ST	BURROUGHS ST	Residential	Linda Vista	7	1073	36	0.203	38,629.21		464						396								
SS-028210-PV1	WALLSEY DR	WALKDEN LN	MULVANEY DR	Residential	Navajo Neiborhoods	7	800	36	0.152			346			19209	9604	108	N/A					2			2" Type A Edge Mill, 1" full width cold mill, and 2" overlay; 6890 sidewalk uplifted; Cross gutter replacement 33x10 & 31'x10'
SS-026587-PV1	TOMMY DR	BISBY LAKE AV	RENOWN DR	Residential	Navajo Neiborhoods	7	1312	36	0.249	47,245.38		567						4714								
SS-022815-PV1	REBECCA AV	HECTOR AV	MELBOURNE DR	Residential	Serra Mesa	7	1732	36	0.328	66,658.01		800						394			6	4			10LF curb/gutter at 9134 Rebecca tree root damage at 9101/9102, 9126, 9134 Rebecca	
SS-019908-PV1	NIGHTINGALE WY	MEADOW LARK DR	END	Residential	Serra Mesa	7	695	40	0.132	27,802.88			334					464								2" Full Width Cold Mill with 2" AC Overlay with Aramid Fibers; Ponding at 8008 to 8014 Nightingale Missing pavement along gutter at 8033 to 8039
SS-015825-PV1	LAKE BEN AV	BOULDER LAKE AV	BISBY LAKE AV	Residential	Navajo Neiborhoods	7	1245	36	0.236	44,834.50			538					1379			2					2" Full Width Cold Mill with 2" AC Overlay with Aramid Fibers replace 30' LF curb/gutter at 8435 lake Ben Ave replace 10' LF curb/gutter at 8415 Lake Ben Ave 8455 lifted sidewalk 8435 & 8425 tree roots/lifted sidewalk 34'x10' cross gutter replacement and potential 31'x33' cross gutter replacement
SS-013148-PV1	HARWELL DR	BOULDER LAKE AV	COLESHILL DR	Residential	Navajo Neiborhoods	7	1059	36	0.201	38,118.16		457						3745								replace 10' LF curb/gutter at 8426 Harwell Dr Uplifted sidewalk at 8473, 8433, 8405 Harwell Dr. tree roots at 8446, 8426, 8412 Harwell Dr. Coordinate with stormwater department at 8417 Harwell Dr. resident concerns
SS-009954-PV1	EL BANQUERO PL	ROYAL GORGE DR	EL BANQUERO CT	Residential	Navajo Neiborhoods	7	1159	36	0.219			501			27808	13904	102	66			1	2				2" Type A Edge Mill, 1" full width cold mill, and 2" overlay; Replace crossgutter 33'x10' and 27'x10'; and 34'10'
SS-008855-PV1	DECANTURE WY	BEGIN	DECANTURE ST	Residential	Navajo Neiborhoods	7	86	46	0.016	3,961.60		48														Confirmed zero quantities for base repairs, and adjustments to grade. All quantities included in SS-008853-PV1 - JL
SS-008853-PV1	DECANTURE ST	DECANTURE WY	CIBOLA RD	Residential	Navajo Neiborhoods	7	781	36	0.148			338			18756	9378	99	306			8	1				2" Type A Edge Mill, 1" full width cold mill, and 2" overlay;
SS-007202-PV1	CIBOLA RD	AMBERLY ST	DECANTURE ST	Residential	Navajo Neiborhoods	7	247	40	0.047			119			6924	2967	101									2" Type A Edge Mill, 1" full width cold mill, and 2" overlay; Confirmed zero quantities for base repairs, and adjustments to grade. All quantities included in SS-008853-PV1 - JL - Replace cross gutter 41'x10'
SS-006301-PV1	CARIUTO CT	BEGIN	ABUELA DR	Residential	Tierrasanta	7	792	36	0.150	28,494.96		342			18997	9498	42	10922			5		2			2" Type A Edge Mill, 1" full width cold mill, and 2" overlay; 25 LF curb & gutter 37' x 10' cross gutter replacement
SS-005263-PV1	CABARET ST	DECANTURE CT	CIBOLA RD	Residential	Navajo Neiborhoods	7	1384	36	0.262	49,836.45		598						32					3			28'x8' cross gutter needs to be replaced
SS-003578-PV1	BARKER WY	BOULDER LAKE AV	COLESHILL DR	Residential	Navajo Neiborhoods	7	1061	36	0.201	38,184.02		458						4588			4	3				survey rce 13782 by 6991 Barker Way. Tree roots by 7071-7081 barker way; Cross gutter replacement 26'x10'
SS-001819-PV1	ADOBE FALLS RD	BEGIN	ADOBE FALLS PL	Residential	Navajo Neiborhoods	7	1069	40	0.202	42,750.95		513						177					3			(2) sewer MHs and (1) stormdrain MH 52 LF curb/gutter lifted sidewalk at 5871 adobe and 5797 adobe
SS-023239-PV1	RIO BONITO WY	RIO SAN DIEGO DR	FRIARS RD	Major	Mission Valley	7	649	64	0.246	41,540.35			498					381		9						2" Full Width Cold Mill with 2" AC Overlay with Aramid Fibers; 100 SF of sidewalk
SS-015755-PV1	LAKE ADLON DR	BOULDER LAKE AV	LAKE MURRAY (NW FTG) BL	Residential	Navajo Neiborhoods	7	774.8040	40	0.147	30,992.16		372						1354			6		1			(6) water gate valves coordinate with stormwater dept for existing inlets at 8310 and 8311
SS-007043-PV1	CHAUNCEY DR	PINECREST AV	LARKDALE AV	Residential	Serra Mesa	7	949.4743	36	0.180	40,265.07		483						365			2	1				Crossgutter replacement 28'x10'
SS-005073-PV1	BRUNSWICK AV	BIRCHWOOD ST	ELDRIDGE ST	Residential	Navajo Neiborhoods	7	1027.5618	40	0.195	41,102.47		493						3362								

SAP ID	Street Name	Cross Street 1	Cross Street 2	Street Classification	Geographic Area	Council District	Estimated Street Length	Estimated Street Width	Estimated Repair Miles	2" Cold Mills (SF)	3" Cold Mills (SF)	2" AC Overlay (TONS)	2" AC Overlay with Aramid Fibers (TONS)	3" AC Overlay with Aramid Fibers (TONS)	1" Cold Mill (SF)	2" Edge Mill (Type A) (SF)	Header Cuts (LF)	Total Base Repair (SF)	Loops			Adjust GV to Grade (EA)	Adjust MH to Grade (EA)	Replace Survey Monument concrete encasement (EA)	Notes	
																			Type E (EA)	Type E Mod (EA)	Type Q Bike (EA)					
SS-003450-PV1	BALSAM LAKE AV	LAKE ANDRITA AV	LAKE ADLON DR	Residential	Navajo Neiborhoods	7	1149.1729	36	0.218	41,370.22		496						252							replace 10' LF curb/gutter at 6361 balsam lake ave replace 10' LF curb/gutter at 6332 balsam lake ave replace 10' LF curb/gutter at 6393 balsam lake ave protect in place survey monument at intersection of lake adlon dr and balsam lake ave 33'x10' cross gutter replacement tree roots at 6393, 6387 and 6332 balsam lake ave lifted sidewalk at 6387 & 6372, 6302 balsam lake ave	
SS-018990-PV1	MORAGA AV	CADDEN DR	KENOSHA AV	Prime	Clairemont Mesa	2	1352.8433	40	0.256		59,525.11	0		1071				0								3" Full Width Cold Mill with 3" AC Overlay with Aramid Fibers; sidewalk (15'x5') on west sidewalk curb and gutter repair (15'). Confirmed No base repair areas.
SS-000917-PV1	37TH ST	EL CAJON BL	MEADE AV	Residential	Mid City: City Heights	3	707.0000	56	0.268	39,592.00		475						964							curb repair #1 (52') due to damaging/ponding starting at house 3686 heading north right before driveway curb repair #2 (19') driveway of tire shop curb repair #3 (22') in front of house 4336 curb repair #4 (5') between house 4337 and 4331 curb repair #5 (16') in front of house 4344/4346 curb repair #6 (7.5') between house 4346 and 4348 curb repair #7 (50') in front of house 4362 curb repair #8 (28') in front of house 4364 curb repair #9 (38') in front of house 4376 curb repair #10 (10.5') in front of house 4384 curb repair #11 (54') in front of house 4390 driveway repair #1 (9'x6') in front of house 4337	
SS-004719-PV1	BOWDEN AV	DERRICK DR	LYRIC LN	Residential	Clairemont Mesa	2	1057.3894	36	0.200			457			25377	12689	75	434					2			Replace crossgutter at Bowden and Derrick - 34' x 10'
SS-007122-PV1	CHICAGO ST	GESNER ST	EDISON ST	Residential	Clairemont Mesa	2	859.2001	40	0.163	34,368.00		412						177				4	2	1	Cross Gutter Replacement 10' x37'	
SS-007402-PV1	CLOUD WY	CRISP WY	END	Residential	Clairemont Mesa	2	807.1684	36	0.153			349			19372	9686	85	503				3	2		1 sewer c.o.	
SS-019228-PV1	MT ALMAGOSA DR	MT AUGUSTUS AV	MT BLACKBURN AV	Residential	Clairemont Mesa	2	782.1389	36	0.148	28,157.00		338						1363				10	4		8"33" cross gutter replacement 37' curb/gutter replacment at 4924 4"18' s/w replacement at 4912	
SS-019229-PV1	MT ALMAGOSA DR	MT ALMAGOSA PL	MT AUGUSTUS AV	Residential	Clairemont Mesa	2	894.1657	36	0.169	32,189.97		386													Confirmed zero quantities for base repairs, and adjustments to grade. All quantities included in SS-019228-PV1- JL	
SS-019303-PV1	MT CAROL DR	TAMRES DR	MT ACONIA WY	Residential	Linda Vista	2	1690.0952	36	0.320	60,843.43		730						2970				4	6		Tree roots damaging asphalt at 3129 Mt Carol Dr.	
SS-019395-PV1	MT HUKKEE AV	MT VOSS DR	MT LAUDO DR	Residential	Clairemont Mesa	2	839.5082	36	0.159	30,222.30		363						1042				3	3		34'x10' cross gutter replacement	
SS-024412-PV1	SAUK AV	SHOSHONI AV	BOISE AV	Residential	Clairemont Mesa	2	866.8659	30	0.164	26,005.98		312						160				2	3		Replace crossgutter at Sauk Ave and Shoshoni Av - 41x10	

SAP ID	Street Name	Cross Street 1	Cross Street 2	Street Classification	Geographic Area	Council District	Estimated Street Length	Estimated Street Width	Estimated Repair Miles	2" Cold Mills (SF)	3" Cold Mills (SF)	2" AC Overlay (TONS)	2" AC Overlay with Aramid Fibers (TONS)	3" AC Overlay with Aramid Fibers (TONS)	1" Cold Mill (SF)	2" Edge Mill (Type A) (SF)	Header Cuts (LF)	Total Base Repair (SF)	Loops			Adjust GV to Grade (EA)	Adjust MH to Grade (EA)	Replace Survey Monument concrete encasement (EA)	Notes	
																			Type E (EA)	Type E Mod (EA)	Type Q Bike (EA)					
SS-020675-PV1	OREGON ST	UNIVERSITY AV	LINCOLN AV	Residential	North Park	3	681	52	0.258	35,412.61			425													Cross Gutter: Replacement of 12' x20' cross gutter on East side of Oregon and Lincoln Ave 3395 Oregon - 20' curb replacement due to surrounding trees (one tree stump in sidewalk & one tree in front yard of house) 3395 Oregon - 10'x10' sidewalk (consider curb ramp transition) also include removal of decorative pavement 3994 Oregon - 25' curb replacement 3918 Oregon - 10' curb replacement (actual mark out in field is closer to 4', but I think there may be a 10' minimum length for curb replacement?) Potential dual curb ramps for Northern part of intersection of Lincoln & Oregon due to school Perpendicular parking on East side of Oregon Street will need ADA review for accessibility
SS-007655-PV1	COLLWOOD WY	COLLWOOD BL	END	Residential	Mid-City: Kensington	9	823	38	0.156	31,264.41		375						794		5			2			
SS-000997-PV1	41ST ST	POLK AV	ORANGE AV	Residential	Mid City: City Heights	9	632.0958	52	0.239	32,868.98		394						1940								SDGE natural gas pipeline project starting at orange ave & 41st St. (ongoing) #1 curb repair (43') in front of house 4181 (east side of street) curb repair #2 (72') from curb return to end of house 4182 driveway curb repair #3 (13') in front of house 4136
Totals									6.38	1,069,982.17	59,525.11	13,184.09	1,974.59	1,071.45	150,086.64	74,499.31	611.60	53,282.90	14.00	0.00	0.00	71.00	41.00	4.00		

APPENDIX K
ESTIMATED CONCRETE CONSTRUCTION QUANTITIES

B23130 - AC Overlay 2301 - Estimated Concrete Construction Quantities

SAP ID	Street Name	Cross Street 1	Cross Street 2	Street Classification	Council District	Estimated Street Length (ft)	Estimated Street Width (ft)	Estimated Repair Miles	Replace Crossgutter (SF)	Remove and Replace Existing Sidewalk (SF)	Remove and Replace Existing Curb & Gutter (LF)	Notes
SS-028563-PV1	WESTINGHOUSE ST	TAIT ST	BURROUGHS ST	Residential	7	1073	36	0.203				
SS-028210-PV1	WALLSEY DR	WALKDEN LN	MULVANEY DR	Residential	7	800	36	0.152	640			2" Type A Edge Mill, 1" full width cold mill, and 2" overlay; 6890 sidewalk uplifted; Cross gutter replacement 33x10 & 31'x10'
SS-026587-PV1	TOMMY DR	BISBY LAKE AV	RENOWN DR	Residential	7	1312	36	0.249				
SS-022815-PV1	REBECCA AV	HECTOR AV	MELBOURNE DR	Residential	7	1732	36	0.328		175	10	10LF curb/gutter at 9134 Rebecca tree root damage at 9101/9102, 9126, 9134 Rebecca
SS-019908-PV1	NIGHTINGALE WY	MEADOW LARK DR	END	Residential	7	695	40	0.132				2" Full Width Cold Mill with 2" AC Overlay with Aramid Fibers; Ponding at 8008 to 8014 Nightingale Missing pavement along gutter at 8033 to 8039
SS-015825-PV1	LAKE BEN AV	BOULDER LAKE AV	BISBY LAKE AV	Residential	7	1245	36	0.236	1363	100	40	2" Full Width Cold Mill with 2" AC Overlay with Aramid Fibers replace 30' LF curb/gutter at 8435 lake Ben Ave replace 10' LF curb/gutter at 8415 Lake Ben Ave 8455 lifted sidewalk 8435 & 8425 tree roots/lifted sidewalk 34'x10' cross gutter replacement and potential 31'x33' cross gutter replacement
SS-013148-PV1	HARWELL DR	BOULDER LAKE AV	COLESHILL DR	Residential	7	1059	36	0.201			10	replace 10' LF curb/gutter at 8426 Harwell Dr Uplifted sidewalk at 8473, 8433, 8405 Harwell Dr. tree roots at 8446, 8426, 8412 Harwell Dr. Coordinate with stormwater department at 8417 Harwell Dr: resident concerns
SS-009954-PV1	EL BANQUERO PL	ROYAL GORGE DR	EL BANQUERO CT	Residential	7	1159	36	0.219	940			2" Type A Edge Mill, 1" full width cold mill, and 2" overlay; Replace crossgutter 33'x10' and 27'x10'; and 34'10'
SS-008855-PV1	DECANTURE WY	BEGIN	DECANTURE ST	Residential	7	86	46	0.016				Confirmed zero quantities for base repairs, and adjustments to grade. All quantities included in SS-008853-PV1 - JL
SS-008853-PV1	DECANTURE ST	DECANTURE WY	CIBOLA RD	Residential	7	781	36	0.148				2" Type A Edge Mill, 1" full width cold mill, and 2" overlay;
SS-007202-PV1	CIBOLA RD	AMBERLY ST	DECANTURE ST	Residential	7	247	40	0.047	410			2" Type A Edge Mill, 1" full width cold mill, and 2" overlay; Confirmed zero quantities for base repairs, and adjustments to grade. All quantities included in SS-008853-PV1 - JL - Replace cross gutter 41'x10'

SAP ID	Street Name	Cross Street 1	Cross Street 2	Street Classification	Council District	Estimated Street Length (ft)	Estimated Street Width (ft)	Estimated Repair Miles	Replace Crossgutter (SF)	Remove and Replace Existing Sidewalk (SF)	Remove and Replace Existing Curb & Gutter (LF)	Notes
SS-006301-PV1	CARIUTO CT	BEGIN	ABUELA DR	Residential	7	792	36	0.150	370			2" Type A Edge Mill, 1" full width cold mill, and 2" overlay; 25 LF curb & gutter 37' x 10' cross gutter replacement
SS-005263-PV1	CABARET ST	DECANTURE CT	CIBOLA RD	Residential	7	1384	36	0.262	280			28'x8' cross gutter needs to be replaced
SS-003578-PV1	BARKER WY	BOULDER LAKE AV	COLESHILL DR	Residential	7	1061	36	0.201	260		20	survey rce 13782 by 6991 Barker Way. Tree roots by 7071-7081 barker way; Cross gutter replacement 26'x10'
SS-001819-PV1	ADOBE FALLS RD	BEGIN	ADOBE FALLS PL	Residential	7	1069	40	0.202				(2) sewer MHs and (1) stormdrain MH 52 LF curb/gutter lifted sidewalk at 5871 adobe and 5797 adobe
SS-023239-PV1	RIO BONITO WY	RIO SAN DIEGO DR	FRIARS RD	Major	7	649	64	0.246				2" Full Width Cold Mill with 2" AC Overlay with Aramid Fibers; 100 SF of sidewalk
SS-015755-PV1	LAKE ADLON DR	BOULDER LAKE AV	LAKE MURRAY (NW FTG) BL	Residential	7	774.8040	40	0.147				(6) water gate valves coordinate with stormwater dept for existing inlets at 8310 and 8311
SS-007043-PV1	CHAUNCEY DR	PINECREST AV	LARKDALE AV	Residential	7	949.4743	36	0.180	280			Crossgutter replacement 28'x10'
SS-005073-PV1	BRUNSWICK AV	BIRCHWOOD ST	ELDRIDGE ST	Residential	7	1027.5618	40	0.195				
SS-003450-PV1	BALSAM LAKE AV	LAKE ANDRITA AV	LAKE ADLON DR	Residential	7	1149.1729	36	0.218	330		30	replace 10' LF curb/gutter at 6361 balsam lake ave replace 10' LF curb/gutter at 6332 balsam lake ave replace 10' LF curb/gutter at 6393 balsam lake ave protect in place survey monument at intersection of lake adlon dr and balsam lake ave 33'x10' cross gutter replacemnt tree roots at 6393, 6387 and 6332 balsam lake ave lifted sidewalk at 6387 & 6372, 6302 balsam lake ave
SS-018990-PV1	MORAGA AV	CADDEN DR	KENOSHA AV	Prime	2	1352.8433	40	0.256				3" Full Width Cold Mill with 3" AC Overlay with Aramid Fibers; sidewalk (15'x5') on west sidewalk curb and gutter repair (15'). Confirmed No base repair areas.

SAP ID	Street Name	Cross Street 1	Cross Street 2	Street Classification	Council District	Estimated Street Length (ft)	Estimated Street Width (ft)	Estimated Repair Miles	Replace Crossgutter (SF)	Remove and Replace Existing Sidewalk (SF)	Remove and Replace Existing Curb & Gutter (LF)	Notes
SS-000917-PV1	37TH ST	EL CAJON BL	MEADE AV	Residential	3	707.0000	56	0.268			303	curb repair #1 (52') due to damaging/ponding starting at house 3686 heading north right before driveway curb repair #2 (19') driveway of tire shop curb repair #3 (22') in front of house 4336 curb repair #4 (5') between house 4337 and 4331 curb repair #5 (16') in front of house 4344/4346 curb repair #6 (7.5') between house 4346 and 4348 curb repair #7 (50') in front of house 4362 curb repair #8 (28') in front of house 4364 curb repair #9 (38') in front of house 4376 curb repair #10 (10.5') in front of house 4384 curb repair #11 (54') in front of house 4390 driveway repair #1 (9'x6') in front of house 4337
SS-004719-PV1	BOWDEN AV	DERRICK DR	LYRIC LN	Residential	2	1057.3894	36	0.200	340			Replace crossgutter at Bowden and Derrick - 34' x 10'
SS-007122-PV1	CHICAGO ST	GESNER ST	EDISON ST	Residential	2	859.2001	40	0.163	370			Cross Gutter Replacement 10' x37'
SS-007402-PV1	CLOUD WY	CRISP WY	END	Residential	2	807.1684	36	0.153				1 sewer c.o.
SS-019228-PV1	MT ALMAGOSA DR	MT AUGUSTUS AV	MT BLACKBURN AV	Residential	2	782.1389	36	0.148	330			8'x33' cross gutter replacement 37' curb/gutter replacment at 4924 4'x18' s/w replacement at 4912
SS-019229-PV1	MT ALMAGOSA DR	MT ALMAGOSA PL	MT AUGUSTUS AV	Residential	2	894.1657	36	0.169				Confirmed zero quantities for base repairs, and adjustments to grade. All quantities included in SS-019228-PV1- JL
SS-019303-PV1	MT CAROL DR	TAMRES DR	MT ACONIA WY	Residential	2	1690.0952	36	0.320		150		Tree roots damaging asphalt at 3129 Mt Carol Dr.
SS-019395-PV1	MT HUKKEE AV	MT VOSS DR	MT LAUDO DR	Residential	2	839.5082	36	0.159	340			34'x10' cross gutter replacement
SS-024412-PV1	SAUK AV	SHOSHONI AV	BOISE AV	Residential	2	866.8659	30	0.164	410			Replace crossgutter at Sauk Ave and Shoshoni Av - 41x10

SAP ID	Street Name	Cross Street 1	Cross Street 2	Street Classification	Council District	Estimated Street Length (ft)	Estimated Street Width (ft)	Estimated Repair Miles	Replace Crossgutter (SF)	Remove and Replace Existing Sidewalk (SF)	Remove and Replace Existing Curb & Gutter (LF)	Notes
SS-020675-PV1	OREGON ST	UNIVERSITY AV	LINCOLN AV	Residential	3	681	52	0.258	240	100	55	Cross Gutter: Replacement of 12' x20' cross gutter on East side of Oregon and Lincoln Ave 3395 Oregon - 20' curb replacement due to surrounding trees (one tree stump in sidewalk & one tree in front yard of house) 3395 Oregon - 10'x10' sidewalk (consider curb ramp transition) also include removal of decorative pavement 3994 Oregon - 25' curb replacement 3918 Oregon - 10' curb replacement (actual mark out in field is closer to 4', but I think there may be a 10' minimum length for curb replacement?) Potential dual curb ramps for Northern part of intersection of Lincoln & Oregon due to school Perpendicular parking on East side of Oregon Street will need ADA review for accessibility
SS-007655-PV1	COLLWOOD WY	COLLWOOD BL	END	Residential	9	823	38	0.156				
SS-000997-PV1	41ST ST	POLK AV	ORANGE AV	Residential	9	632.0958	52	0.239				SDGE natural gas pipeline project starting at orange ave & 41st St. (ongoing) #1 curb repair (43') in front of house 4181 (east side of street) curb repair #2 (72') from curb return to end of house 4182 driveway curb repair #3 (13') in front of house 4136
							Totals	6.38	7,248.15	577.50	514.80	

APPENDIX L
ESTIMATED TREE CONSTRUCTION QUANTITIES

B23130 - AC Overlay 2301 - Estimated Tree Quantities

SAP ID	Street Name	Cross Street 1	Cross Street 2	Council District	Location	Item Description	Qty.	Task Comment
SS-022815-PV1	REBECCA AV	HECTOR AV	MELBOURNE DR	7	9101/9102 Rebecca Av	Tree Removal and Disposal (24-Inch Trunk Diameter and Greater)	1	Possible removal, inspection required after sidewalk/roadway removed. 27" DSH Ash. Previous root pruning;
					9126 Rebecca Av	Root Prune	1	Root prune with arborist supervision, repair only one side of tree, shrink sidewalk to 42"
					9134 Rebecca Av	Root Prune	1	Root prune with arborist supervision
SS-015825-PV1	LAKE BEN AV	BOULDER LAKE AV	BISBY LAKE AV	7	8435 Lake Ben Ave	Root Prune	1	Root prune with arborist supervision, repair only one side of tree, shrink sidewalk to 42"
SS-013148-PV1	HARWELL DR	BOULDER LAKE AV	COLESHILL DR	7	8446 Harwell Dr	Root Prune	1	Root prune with arborist supervision
SS-003578-PV1	BARKER WY	BOULDER LAKE AV	COLESHILL DR	7	7071-7081 Barker Way	Root Prune	1	Root prune as needed
SS-003450-PV1	BALSAM LAKE AV	BALSAM LAKE AV	LAKE ANDRITA AV	7	6393 Balsam Lake Ave	Root Prune	1	Root prune with arborist supervision
SS-019303-PV1	MT CAROL DR	TAMRES DR	MT ACONIA WY	2	3129 Mt. Carol Drive	Root Prune	1	NOL for private tree, root prune okay
					3109 Mt. Carol	Root Prune	1	NOL to homeowner. Root prune okay
SS-020675-PV1	OREGON ST	UNIVERSITY AV	LINCOLN AV	3	3995 Oregon St	Tree Removal and Disposal (Less Than 24-Inch Trunk Diameter)	1	Stump requires removal
					3995 Oregon St	Tree Removal and Disposal (Less Than 24-Inch Trunk Diameter)	1	Palm will require removal if roots interfere with repairs.
					3995 Oregon St	Root Prune	1	Root prune from private tree as needed.

APPENDIX M
ESTIMATED CURB RAMP QUANTITIES

B23130 - AC Overlay 2301 - Curb Ramp Scope Sheet

Map Book	Roadway	Intersection	Zoning	Signalized	NW	NE	SW	SE	Detail	Detail Type	Cross Gutter	Comments
1	Moraga Avenue	Kenosha Ave / Moraga Pl	Residential	No	N/A	N/A	N/A	N/A				Existing compliant curb ramps.
		Cadden Drive	Residential	No	N/A	None	N/A	None				No sidewalk on east side. Existing compliant curb ramps.
2	Chicago Street	Edison Street	Residential	No	C2	C2	C1	C2	NW, SE	15-foot rule	NE, SE	Due to the steep roadway grades, a detail for 15-foot rule should be used for NE and SE corners. Due to the driveway, a prewise grading plan shall be used for NWC.
3	Cloud Way	Crisp Drive	Residential	No	A	A	B	None	No	N/A		
4	Sauk Avenue	Shoshoni Avenue	Residential	No	B	B	A	A	No	N/A	NW, SW	
		Boise Avenue	Residential	No	A	C2	C2	None	No	N/A	NW, NE	West corner represents NW.
5	Bowden Avenue	Derrick Drive	Residential	No	C2	N/A	N/A	None	NW	Precise		Detail for high side at NW corner due to running slope across ramp.
		Lyric Lane	Residential	No	N/A	N/A	N/A	N/A				Existing curb ramps are compliant.
6	Mt Hukee Avenue	Mt Laudo Drive	Residential	No	B	B	A	Dual A	No	N/A	SE	Install only single at SE if NE curb ramp not installed.
		Mt Voss Drive	Residential	No	Dual A	B	A	B	No	N/A		Install only single at NW if NE is not triggered.
7	Mt Almagosa Drive	Mt Almagosa Place	Residential	No	C2	C2	C2	N/A	NW	Precise		Existing curb ramp at SW corner can be salvaged. Install 2nd ramp as existing curb ramp is more directional to SEC.
		Mt Augustus Avenue	Residential	No	A	A	A	N/A	No	N/A	NE	Existing curb ramp at SEC.
		Mt Blackburn Avenue	Residential	No	C2	C2	A	None	No	N/A		Driveways in conflict prevent ramp at SEC.
8	Mt Carol Drive	Mt Aconia Way	Residential	No	A	C2	A	C2	No	N/A		
		Tamres Drive	Residential	No	C2	C1	A	A			NW, NE	Gravity wall at NE. Retaining curb at SW.
9	Westinghouse Street	Burroughs Street	Residential	No	None	N/A	N/A	N/A				All existing curb ramps are compliant.
		Tait Street	Residential	No	N/A	N/A	N/A	N/A				All existing curb ramps are compliant.
10	Nightingale Drive	Meadow Lark Way	Residential	No	N/A	N/A	N/A	N/A				All existing curb ramps are compliant.
11	Rio Bonito Way	Friars Road	Commercial	No	None	None	C2	C2	Island	Precise		Island will require sidewalk and details for the ramps. Identify locations for curb ramps at SW and SE.
		Rio San Diego Drive	Commercial	Yes	Dual C2	Dual C2	A1	A & D	No	N/A		Relocate PPB. Two new poles with assembly at NWC and NEC. One pole with one assembly at SWC. One pole with two assemblies at SEC.
12	Oregon Street	Lincoln Avenue	School	No	Dual C2	Dual C2	Dual C2	Dual C2	No		NE, SE	
		University Avenue	Commercial	No	N/A	N/A	None	N/A	No			Existing curb ramps are compliant. Install (2) accessible parking spaces per SDM-117 for the block perimeter (one parallel accessible space near NW corner of University and Idaho at the space closest to the corner along Idaho, one perpendicular accessible space near NE corner of University and Oregon at the space closest to the corner along Oregon).

B23130 - AC Overlay 2301 - Curb Ramp Scope Sheet

Map Book	Roadway	Intersection	Zoning	Signalized	NW	NE	SW	SE	Detail	Detail Type	Cross Gutter	Comments
13	Chauncey Drive	Larkdale Avenue	Residential	No	N/A	B	N/A	C2	SE	Precise		
		Pinecrest Avenue	Residential	No	N/A	N/A	B	B				Protect sewer cleanout in place at SEC.
14	Rebecca Avenue	Melbourne Drive	School	No	Dual C2	C2	C2	None	No	N/A		North corner represents NW. Gravity wall at NE.
15	Cariuto Court	Abuela Drive	Residential	No	A	C2	C2	C2	No	N/A	All	Ensure level landing in front of private walkway at NWC.
		Alley W/O Abuela	Residential	No								Install (13) Type D curb ramps at the 7 alleys west of Abuela Drive. There is one existing curb ramp with DWT to remain.
16	Brunswick Avenue	Birchwood Street	Residential	No	N/A	N/A	N/A	N/A				
		Eldridge Street	School	No	Dual C2	Dual C2	Dual C2	Dual C2	No	N/A	All	North corner represents NW. Adjust existing communication utility box to grade at NEC
17	Adobe Falls Road	Adobe Falls Place	Residential	No	None	C1	C2	C2	NE, SE	15-ft, Precise	SW, SE	Due to roadway grade and T-intersection, need precise grading for SE corner due to running slope across ramp opening potentially deviating from std.
18	Cabaret Street	Decanture Street	Residential	No	C1	A	C1	C2	NW	15-foot rule	NW, NE	
		Cibola Road	School	No	Dual C2	C2	Dual C2	Dual C2	NE	15-foot rule		Recommend to install all curb ramps since it is a school crossing.
	Decanture Street	Decanture Way	Residential	No	C2	None	C1	C1	SW, SE	15-ft, Precise		Precise grading needed for SE corner due to T-intersection on steep grade. 15 foot rule sufficient for SWC.
		Cibola Road	Residential	No	C1	A	C1	A	No	N/A	NW, NE	C1 to be installed at SW corner due to streetlight pole. NW requires gravity wall. NE and SE require retaining curb.
	Cibola Road	Amberly Street	Residential	No	C1	C2	A	A	No	N/A		C1 to be installed at NW corner due to streetlight pole.
19	El Banquero Place	Royal Gorge Drive	Residential	No	C2	C2	C1	None	NE	15-foot rule	NW, NE	North corner represents NW.
		El Banquero Court	Residential	No	C1	None	A	A	No	N/A	SW, SE	
20	Barker Way	Boulder Lake Avenue	Residential	No	None	C2	N/A	C2	No	N/A	All	North corner represents NW. Install gravity wall at SW and SE corner.
		Coleshill Drive	Residential	No	None	N/A	C1	N/A	No	N/A		North corner represents NW. Gate in conflict with potential curb ramp at NW corner.
	Harwell Drive	Boulder Lake Avenue	Residential	No	N/A	N/A	N/A	N/A				North corner represents NW.
		Coleshill Drive	Residential	No	N/A	N/A	N/A	N/A				North corner represents NW.
21	Wallsey Drive	Mulvaney Drive	Residential	No	None	None	C1	C1	No	N/A	SW, SE	
		Walkden Lane	Residential	No	None	C2	None	C2	No	N/A	SE	
22	Lake Ben Avenue	Boulder Lake Avenue	Residential	No	C2	A	C2	A	No	N/A	NE, SE	Ex curb ramps at NE and SE have 24" DWT, SW ramp damaged. Install gravity wall at NW and SW. Remove tree at SW.
		Alley (E/O Boulder Lake)	Residential	No					No	N/A		Install Type D curb ramps on both sides of alley.
		Bisby Lake Drive	Res / Comm	No	C2	None	C2	None	No	N/A	NW, SW	No ramp at NE and SE since it would be in conflict with utilities that would be outside the project scope to relocate.
	Tommy Drive	Bisby Lake Drive	Residential	No	N/A	N/A	N/A	N/A				All curb ramps are compliant.
		Renown Drive	Residential	No	A	C2	C2	C2	NE, SW	Precise, 15-ft		North represents NWC. Apply precise grading detail for NE and 15-foot
23	Balsam Lake Avenue	Lake Adlon Drive	Residential	No	B	B	N/A	C2	SW	15-foot rule		Remove tree at NW.

B23130 - AC Overlay 2301 - Curb Ramp Scope Sheet

Map Book	Roadway	Intersection	Zoning	Signalized	NW	NE	SW	SE	Detail	Detail Type	Cross Gutter	Comments
		Lake Andrita Avenue	Residential	No	C2	A	B	B	NW	15-foot rule	NW, NE	No flares at SW, adjust water meter at SEC to grade.
	Lake Adlon Drive	Boulder Lake Avenue	School	No	Dual A	Dual A	Dual A	Dual A	None	N/A		
		Lake Murray Blvd	Residential	No	A	None	A	C1	SE	Sketch	SE	North represents NW corner. Sketch ramp configuration for contractor guidance.
24	Collwood Way	Collwood Boulevard	Residential	Yes	N/A	N/A	N/A	N/A	No			West corner represents NW. Existing curb ramps are compliant.
		E/O Collwood Blvd	Residential	No							Yes	The driveway at 5049 Collwood Way has curb returns. Install Type A curb ramps, may need to coordinate with property owner since ROW may be an issue. Replace the existing curb ramp near 5079 Collwood with sidewalk, curb, and gutter.
25	37th Street	Meade Avenue	School	No	N/A	N/A	N/A	N/A				
		Alley	Residential	No								Install (2) Type D curb ramps at west alley. Existing alley ramps on east side are compliant.
		El Cajon Boulevard	School	Yes	N/A	N/A	N/A	N/A				Install (1) parallel accessible space at NW corner of McClintock and El Cajon, the space closest to corner along McClintock. Install Type A curb ramp at NWC of McClintock and El Cajon.
26	41st Street	Orange Avenue	Residential	No	None	None	N/A	N/A				Existing curb ramps at SWC and SEC are compliant. Curb ramp to be installed at NEC by Orange Ave Rd Imp UU24 project.
		Polk Avenue	School	No	N/A	N/A	N/A	N/A				All curb ramps are compliant.

APPENDIX N
CONTRACTOR'S NOTES

CONTRACTOR'S NOTES

1. PURSUANT TO SECTION 4216 OF THE GOVERNMENT CODE, AT LEAST 2 WORKING DAYS PRIOR TO EXCAVATION, YOU MUST CONTACT THE REGIONAL NOTIFICATION CENTER (E.G. UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA) AND OBTAIN AN INQUIRY IDENTIFICATION NUMBER.
2. NOTIFY SDG&E AT LEAST 10 WORKING DAYS PRIOR TO EXCAVATING WITHIN 10' OF SDG&E UNDERGROUND HIGH VOLTAGE TRANSMISSION POWER LINES. (I.E., 69 KV & HIGHER).
3. STORM DRAIN INLETS SHALL REMAIN FUNCTIONAL AT ALL TIMES DURING CONSTRUCTION.
4. ALL ADVANCE METERING INFRASTRUCTURE (AMI) DEVICES ATTACHED TO THE WATER METER OR LOCATED IN OR NEAR WATER METER BOXES, COFFINS, OR VAULTS SHALL BE PROTECTED AT ALL TIMES IN ACCORDANCE WITH THE CONTRACT DOCUMENTS.
5. PROTECT EXISTING UTILITIES, WATER METER/UTILITY PULL BOX AND ELECTRICAL BOX IN PLACE AND ADJUST TO GRADE.
6. ALL EXISTING SITE CONDITIONS TO BE DOCUMENTED PRIOR TO ANY DEMOLITION AND/OR EXCAVATION.
7. CONTRACTOR TO NOTIFY THE PROPERTY OWNER BEFORE RELOCATING EXISTING TREES OR SPRINKLER HEADS.
8. PROTECT EXISTING DRY UTILITIES, AND COORDINATE ADJUSTMENT TO GRADE WITH DRY UTILITY OWNER.
9. FOR NEW OR RELOCATED SIGNAL AND/OR PEDESTRIAN PUSH BUTTON (PPB) POLES, THE HOUSING ASSEMBLY FOR THE PPB'S SHALL BE REPLACED WITH A METALLIC HOUSING WITH A COLOR THAT MATCHES COLOR NO. 33538 OF FED-STD-595.
10. CONTRACTOR TO PROTECT ANY EXISTING WALLS BEHIND THE SIDEWALK DURING DEMOLITION AND CONSTRUCTION.

11. CONSTRUCTION STORM WATER PROTECTION NOTES:

a. TOTAL SITE DISTURBANCE AREA: 2.05 ACRES

HYDROLOGIC UNIT/ WATERSHED: SEE TABLE BELOW

HYDROLOGIC SUB-AREA NAME & NO: SEE TABLE BELOW

No.	Street Name	Hydrologic Unit	Watershed	Hydrologic Subarea Name and No.
1	CLOUD WY	PENASQUITOS	MISSION BAY	Miramar 906.4
2	SAUK AV	PENASQUITOS	MISSION BAY	Tecolote 906.5
3	BOWDEN AV	PENASQUITOS	MISSION BAY	Tecolote 906.5
4	MT HUKKEE AV	PENASQUITOS	MISSION BAY	Tecolote 906.5
5	EL BANQUERO PL	SAN DIEGO	SAN DIEGO RIVER	Mission San Diego 907.11
6	MORAGA AV	PENASQUITOS	MISSION BAY	Miramar 906.4
7	HARWELL DR	SAN DIEGO	SAN DIEGO RIVER	Mission San Diego 907.11
8	WALLSEY DR	SAN DIEGO	SAN DIEGO RIVER	Mission San Diego 907.11
9	DECANTURE WY	SAN DIEGO	SAN DIEGO RIVER	Mission San Diego 907.11
10	CABARET ST	SAN DIEGO	SAN DIEGO RIVER	Mission San Diego 907.11
11	TOMMY DR	SAN DIEGO	SAN DIEGO RIVER	Mission San Diego 907.11
12	DECANTURE ST	SAN DIEGO	SAN DIEGO RIVER	Mission San Diego 907.11
13	CIBOLA RD	SAN DIEGO	SAN DIEGO RIVER	Mission San Diego 907.11
14	CHAUNCEY DR	SAN DIEGO	SAN DIEGO RIVER	Mission San Diego 907.11
15	BRUNSWICK AV	SAN DIEGO	SAN DIEGO RIVER	Mission San Diego 907.11
16	LAKE ADLON DR	SAN DIEGO	SAN DIEGO RIVER	Mission San Diego 907.11
17	BALSAM LAKE AV	SAN DIEGO	SAN DIEGO RIVER	Mission San Diego 907.11
18	NIGHTINGALE WY	SAN DIEGO	SAN DIEGO RIVER	Mission San Diego 907.11
19	CHICAGO ST	PENASQUITOS	MISSION BAY	Miramar 906.4
20	REBECCA AV	SAN DIEGO	SAN DIEGO RIVER	Mission San Diego 907.11
21	ADOBE FALLS RD	SAN DIEGO	SAN DIEGO RIVER	Mission San Diego 907.11
22	RIO BONITO WY	SAN DIEGO	SAN DIEGO RIVER	Mission San Diego 907.11
23	COLLWOOD WY	SAN DIEGO	SAN DIEGO RIVER	Mission San Diego 907.11
24	41ST ST	PUEBLO SAN DIEGO	SAN DIEGO BAY	Chollas 908.22
25	OREGON ST	PUEBLO SAN DIEGO	SAN DIEGO BAY	Chollas 908.22
26	CARIUTO CT	SAN DIEGO	SAN DIEGO RIVER	Mission San Diego 907.11
27	BARKER WY	SAN DIEGO	SAN DIEGO RIVER	Mission San Diego 907.11
28	MT ALMAGOSA DR	PENASQUITOS	MISSION BAY	Tecolote 906.5
29	MT ALMAGOSA DR	PENASQUITOS	MISSION BAY	Tecolote 906.5
30	MT CAROL DR	PENASQUITOS	MISSION BAY	Tecolote 906.5
31	LAKE BEN AV	SAN DIEGO	SAN DIEGO RIVER	Mission San Diego 907.11
32	WESTINGHOUSE ST	SAN DIEGO	SAN DIEGO RIVER	Mission San Diego 907.11
33	37TH ST	PUEBLO SAN DIEGO/ SAN DIEGO	SAN DIEGO BAY/ SAN DIEGO RIVER	Chollas 908.22/ Mission San Diego 907.11

b. THE CONTRACTOR SHALL COMPLY WITH THE REQUIREMENTS OF THE

MINOR WPCP

THE PROJECT IS SUBJECT TO MUNICIPAL STORM WATER PERMIT NO. R9-2013-0001 AS AMENDED BY R9-2015-0001 AND R9-2015-0100

WPCP

THE PROJECT IS SUBJECT TO MUNICIPAL STORM WATER PERMIT NO. R9-2013-0001 AS AMENDED BY R9-2015-0001 AND R9-2015-0100

SWPPP

THE PROJECT IS SUBJECT TO MUNICIPAL STORM SEWER SYSTEM (MS 4) PERMIT NO. R9-2013-0001 AS AMENDED BY R9-2015-0001 AND R9-2015-0100 AND CONSTRUCTION GENERAL PERMIT (CGP) ORDER 2009-0009-DWQ AS AMENDED BY ORDER 2010-0014-DWQ AND 2012-0006-DWQ.

TRADITIONAL: RISK LEVEL 1 2 3

LUP: RISK TYPE 1 2 3

c. CONSTRUCTION SITE PRIORITY

ASBS

HIGH

MEDIUM

LOW

12. PERMANENT STORM WATER BMP CATEGORY:

PRIORITY DEVELOPMENT PROJECT

STANDARD DEVELOPMENT PROJECT

PDP EXEMPT

NOT SUBJECT TO PERMANENT STORM WATER REQUIREMENTS

13. GENERAL CURB RAMP NOTES:

- a. THE DETECTABLE WARNING TILES SHALL BE PER THE CITY'S APPROVED MATERIALS LIST.
- b. CONTRACTOR MAY USE NON-STAINLESS MATERIAL PER CITY'S AML IF THE DWT HAS TO BE TRIMMED TO CONFORM TO THE CURB RAMP CONFIGURATION.
- c. THE DESIGN OF THE CURB RAMP SHALL NOT AFFECT THE DRAINAGE PATTERN ON THE STREET.
- d. CONTRACTOR SHALL REPLACE LIFTED, DAMAGED, OR MISSING SIDEWALK PANELS WITHIN THE ENTIRE CURB RETURN AND ALONG THE IMMEDIATE SIDEWALK AREAS LEADING TO THE CURB RETURN.
- e. COUNTER SLOPES (CURB RAMP SLOPES PLUS STREET SLOPE) WHEN ADDED CANNOT EXCEED 13% WITH THE EXCEPTION OF A TYPE C2 AND C1. ADJUST THE SLOPE OF THE MAIN RAMP AND/OR STREET IF THE COUNTER SLOPE EXCEEDS 5.0%.
- f. PROTECT AND KEEP ALL HISTORIC STAMPS WITHIN CORNER SIDEWALKS.
- g. CONTRACTOR TO MATCH THE CONCRETE COLOR OF THE EXISTING SIDEWALK.
- h. ADJUST LIMIT LINES AND LEGEND MARKING SO THAT THEY ARE PLACED BEFORE EACH CURB RAMP. RESTRIPE USING 12" WIDE WHITE THERMOPLASTIC STRIPING.
- i. PROVIDE A MINIMUM 4' TRANSITION BETWEEN THE CURB RAMP AND ADJACENT SIDEWALK IF THE CROSS SLOPE OF THE SIDEWALK ADJACENT TO THE CURB RAMP IS MORE THAN 2%.
- j. RETAINING CURB SHALL BE PROVIDED BEHIND THE ENTIRE CURB RETURN IF THE ADJACENT GRADE BEHIND THE SIDEWALK IS HIGHER OR LOWER THAN THE SIDEWALK/CURB RAMP SURFACE. IF HIGHER, THE HEIGHT OF THE CURB SHALL BE 2" HIGHER THAN THE ADJACENT FINISHED GRADE.
- k. THE EXISTING CONCRETE SPANDREL OF A CROSS GUTTER SHALL BE REMOVED AND REPLACED IN ITS ENTIRETY WITH CURB RAMP INSTALLATION.
- l. THE EXISTING CONCRETE ALLEY APRON SHALL BE REMOVED AND REPLACED IN ITS ENTIRETY WITH THE CURB RAMP INSTALLATION.
- m. CONTRACTOR SHALL REPLACE ALL OLD OR BROKEN UTILITY BOXES WITHIN LIMITS OF CONSTRUCTION.

14. TRAFFIC CONTROL NOTES:

THE CONTRACTOR SHALL, PER SECTION 601-2 OF THE WHITEBOOK, PREPARE TRAFFIC CONTROL WORKING DRAWINGS AND SUBMIT THEM TO THE RESIDENT ENGINEER, WHO WILL THEN ROUTE THEM TO THE PUBLIC WORKS TRAFFIC CONTROL SECTION FOR REVIEW AND APPROVAL. THE CONTRACTOR SHALL ALLOW A MINIMUM OF TWENTY (20) WORKING DAYS FOR REVIEW OF THE WORKING DRAWINGS. UPON APPROVAL OF THE TRAFFIC CONTROL WORKING DRAWINGS, THE PUBLIC WORKS TRAFFIC CONTROL SECTION WILL ISSUE A TRAFFIC CONTROL PLAN (TCP) PERMIT. WORK SHALL NOT BEGIN IN THE PUBLIC RIGHT OF WAY WITHOUT THE TCP PERMIT.

APPENDIX O
PAVEMENT CORE SAMPLE RESULTS

**CITY OF SAN DIEGO
MEMORANDUM**

DATE: June 22, 2023

TO: Jose Lopez, Project Manager, Transportation & Utilities Engineering Division (TUE)

FROM: Randy Encinas, Associate Engineer–Civil, Construction Engineering Support

SUBJECT: Request for Pavement Coring, AC 2301 (B-23130)

Per your memo requesting coring of the existing street pavement to determine the type and thickness of the pavement for the subject project dated April 28, 2023. Our results are as follow:

Core #	LOCATION	AC	PCC	PAVEMENT FABRIC DEPTH	Base Depth/Type	SE	R-Value
1	6272 Seascaple Dr	3"			Class 2 Base		
2	6222 Seascaple Dr	3 ½"			Class 2 Base		
3	1114 Jud St	4"			No Base	11	36
4	1175 Jud St	4"			No Base		
5	3976 Oregon St	5"	5 ½"		No Base		
6	3918 Oregon St	5"	6"		No Base		
7	4084 34th St	4"	6"		No Base		
8	4025 34th St	5 ½"	5"		No Base		
9	5025 Collwood Wy	6"			No Base		

Core #	LOCATION	AC	PCC	PAVEMENT FABRIC DEPTH	Base Depth/Type	SE	R-Value
10	5006 Collwood Wy	6"			No Base		
11	5864 Vale Wy	9"			No Base		
12	5903 Vale Wy	3"	7"		No Base		
13	63rd St approx 200ft S/O El Cajon Blvd	6"		2"	Class 2 Base		
14	4645 63rd St	5"		1 1/2"	Class 2 Base		
15	4628 Reville Wy	3"			Class 2 Base		
16	4545 Reville Wy	3"			Class 2 Base		
17	3344 Ibis St	4"			Class 2 Base		
18	1104 Ibis St	5"			Class 2 Base		
19	7071 Barker Wy	6 1/2"			No Base		
20	7011 Baker Wy	3"			No Base	23	63
21	8466 Harwell Dr	4"			Class 2 Base		
22	8436 Harwell Dr	3"			Class 2 Base		
23	6921 Wallsey Dr	2"			Class 2 Base		
24	8356 Lake Ben Ave	3 1/2"		1 1/2"	Class 2 Base		
25	8455 Lake Ben Ave	3"		1"	Class 2 Base		

Core #	LOCATION	AC	PCC	PAVEMENT FABRIC DEPTH	Base Depth/Type	SE	R-Value
26	8557 Tommy Dr	4"			6" Class 2 Base	12	33
27	8653 Tommy Dr	3"			Class 2 Base		
28	6218 Caberet St	3"			Class 2 Base		
29	7232 Decanture Wy	3"			Class 2 Base		
30	6340 Caberet St	3"			Class 2 Base		
31	6380 Decanture Srt	2"			Class 2 Base		
32	6455 Caberet St	3 ½"			Class 2 Base		
33	Cibola Rd approx 100ft N/O Amberly St	2 ½"			Class 2 Base		
34	6709 El Banquero Pl	2"			Class 2 Base		
35	6746 El Banquero Pl	2"			Class 2 Base		
36	6792 El Banquero Pl	2"			6" CTB	13	9
37	5651 Del Cerro Ave	3"			Class 2 Base		
38	5627 Del Cerro Ave	3"	5 ½"		No Base		
39	5823 Adobe Falls Rd	6"			Class 2 Base		
40	5945 Adobe Falls Rd	3 ½"			Class 2 Base		
41	6022 Adobe Falls Rd	3 ½"			6" Class 2 Base	13	9

Core #	LOCATION	AC	PCC	PAVEMENT FABRIC DEPTH	Base Depth/Type	SE	R-Value
42	5657 Adobe Falls Pl	4 ½"			Class 2 Base		
43	6350 Birchwood St	3"			6" Class 2 Base	16	31
44	6442 Birchwood St	3"			Class 2 Base		
45	9102 Rebecca Ave	4"			Class 2 Base		
46	9182 Rebecca Ave	4"			Class 2 Base		
47	9218 Rebecca Ave	4"			Class 2 Base		
48	9276 Rebecca Ave	4"			6" Class 2 Base		
49	3457 Lockwood Dr	3 ½"			Class 2 Base		
50	3407 Lockwood Dr	4"			Class 2 Base		
51	10732 Cariuto Ct	2 ½"			Class 2 Base		
52	10766 Cariuto Ct	3"			Class 2 Base		
53	7950 Nightingale Wy	3"		1"	Class 2 Base		
54	2125 Westinhouse St	8"			No Base		
55	2055 Westinhouse St	8"			No Base		
56	17827 Avenida Cordillera	4"			No Base		
57	17897 Avenida Cordillera	2"			CTB		

Core #	LOCATION	AC	PCC	PAVEMENT FABRIC DEPTH	Base Depth/Type	SE	R-Value
58	17804 Corte Huasco	3 ½"			No Base		
59	12826 Camino De la Breccia	4"			No Base		
60	12884 Camino De la Breccia	4"			No Base		
61	12787 Via Moura	2 ½"			CTB		
62	12839 Via Moura	3"			No Base		
63	Intersection Via Tazon & W. Bernardo Ct	4 ½"		1"	Class 2 Base		
64	Via Tazon approx 400ft S/O Rancho Bernardo	3 ½"			Class 2 Base		
65	11345 Grassy Trail Dr	3 ½"			Class 2 Base		
66	11459 Grassy Trail Dr	3"			Class 2 Base		
67	11675 Calle Paracho	3 ½"			CTB		
68	Calle Paracho approx 25ft northwest of Caminito Ryone	2"			CTB		
69	Conference Wy approx 250ft E/O Carmel Mountain Rd	3 ½"			Class 2 Base		
70	14888 Waverly Downs Wy	3 ½"			CTB		
71	14873 Waverly Downs Wy	3 ½"			CTB		
72	14837 Waverly Downs Wy	3 ½"			CTB		
73	13478 Appalachian Wy	3"			Class 2 Base		

Core #	LOCATION	AC	PCC	PAVEMENT FABRIC DEPTH	Base Depth/Type	SE	R-Value
74	13448 Appalachian Wy	2"			CTB		
75	13410 Appalachian Wy	2 ½"			CTB		
76	9494 High Park Ln	3"			CTB		
77	9556 High Park Ln	3"			CTB		
78	9593 High Park Ln	3"			CTB		
79	13157 Entreken Ave	3"			CTB		

Should you have any further questions or need additional assistance, please feel free to contact me at (858) 627-3289.

Randy Encinas

Cc: File

**CITY OF SAN DIEGO
MEMORANDUM**

DATE: June 24, 2023

TO: Jose Lopez, Project Manager, Transportation & Utilities Engineering Division (TUE)

FROM: Randy Encinas, Associate Engineer–Civil, Construction Engineering Support

SUBJECT: Request for Pavement Coring, AC 2302 (B-23131)

Per your memo requesting coring of the existing street pavement to determine the type and thickness of the pavement for the subject project dated April 28, 2023. Our results are as follow:

Core #	LOCATION	AC	PCC	PAVEMENT FABRIC DEPTH	Base Depth/Type	SE	R-Value
1	Britannia Ct approx 400ft E/O Britannia Blvd	4"			CTB		
2	2215 Paseo De Las Americas	5"			10" CTB	9	6
3	2295 Paseo De Las Americas	4 ½"			CTB		
4	1066 Carlsbad St	4"			Class 2 Base		
5	1012 Carlsbad St	3 ½"			8" Class 2 Base 3" old asphalt	8	Less than 5
6	Julian Ave approx 200ft E/O Cesar E Chavez Pkwy	7"			No Base	18	25
7	1974 Julian Ave	8"			No Base		
8	1919 Irving Ave	14"			No Base		
9	1976 Irving Ave	9"			No Base		

Core #	LOCATION	AC	PCC	PAVEMENT FABRIC DEPTH	Base Depth/Type	SE	R-Value
10	2228 Harrison Ave	8"			No Base		
11	2270 Harrison Ave	8"			No Base		
12	3025 B St	8"		2"	No Base		
13	3073 B St	9"		2"	No base		
14	Rio Bonito Way approx 100ft N/O Rio San Diego Dr	4 ½"			CTB		
15	Rio Bonito Way approx 100ft N/O Rio San Diego Dr	3 ½"			9" CTB	12	Less than 5
16	4976 Del Monte Ave	8"			No Base		
17	4918 Del Monte Ave	8"			No Base		
18	4565 Santa Cruz Ave	9"			No Base		
19	4531 Santa Cruz Ave	9"			No Base		
20	2933 Chicago St	5"			Class 2 base		
21	5533 Cloud Wy	2 ½"			Class 2 base		
22	5403 Cloud Wy	2"			Class 2 Base		
23	4533 Sauk Ave	4"			Class 2 Base		
24	4632 Sauk Ave	3 ½"			Class 2 Base		
25	4386 Mt Hukee Ave	3 ½"			Class 2 Base		

Core #	LOCATION	AC	PCC	PAVEMENT FABRIC DEPTH	Base Depth/Type	SE	R-Value
26	4346 Mt Hukee Ave	3"			Class 2 Base		
27	3554 Mount Carol Dr	5"			No Base		
28	3262 Mount Carol Dr	6"			No Base		
29	3138 Mount Carol Dr	5"			No Base		
30	4774 Mount Almagosa Dr	3 ½"			Class 2 Base		
31	4872 Mount Almagosa Dr	3"			Class 2 Base		
32	4942 Mount Almagosa Dr	3"			Class 2 Base		
33	5117 Bowden Ave	2 ½"			Class 2 Base		
34	5158 Bowden Ave	3 ½"			Class 2 Base		
35	6652 Avenida Manana	4"			Class 2 Base		
36	2164 Crownhill Rd	4"			Class 2 Base		
37	7484 Raytheon Rd	5"			Class 2 Base		
38	7595 Raytheon Rd	4"		1"	Class 2 Base		
39	Raytheon Rd approx 500ft W/O Convoy St	4 ½"			Class 2 Base		
40	Raytheon Rd approx 50ft W/O Convoy St	4 ½"			Class 2 Base		
41	7849 Raytheon Rd	4 ½"		1 ½"	Class 2 Base		

Core #	LOCATION	AC	PCC	PAVEMENT FABRIC DEPTH	Base Depth/Type	SE	R-Value
42	7985 Raytheon Rd	4"		1 ½"	Class 2 Base		
43	8057 Raytheon Rd	5"		1"	Class 2 Base		
44	9150 Chesapeake Dr	3 ½"			Class 2 Base		
45	9222 Chesapeake Dr	4"			Class 2 Base		
46	9420 Farnham St	3"			Class 2 Base		
47	Farnham St approx 200ft W/O Chesapeake Dr	4 ½"			CTB		
48	Autoport Mall approx 50ft E/O Eastgate Mall	4"			Class 2 Base		
49	5820 Autoport Mall	3 ½"			Class 2 Base		
50	6006 Miramar Mall	4"			Class 2 Base		
51	5878 Miramar Mall	4 ½"			Class 2 Base		
52	8380 Miramar Mall	5"			Class 2 Base		
53	6160 Marindustry Dr	3 ½"			Class 2 Base		
54	8616 Miramar Pl	4 ½"			Class 2 Base		
55	8450 Miramar Pl	4 ½"			Class 2 Base		
56	Marindustry Dr and Miramar Pl	3"			Class 2 Base		
57	8325 Miramar Pl	3 ½"			Class 2 Base		

Core #	LOCATION	AC	PCC	PAVEMENT FABRIC DEPTH	Base Depth/Type	SE	R-Value
58	6465 Marindustry Dr	3 ½"			Class 2 Base		
59	6490 Marindustry Dr	5"			Class 2 Base		
60	7838 Hendricks Drive	2 ½"			Class 2 Base		
61	7908 Hendricks Drive	2 ½"			CTB		
62	8626 Hillery Dr	5"			Class 2 Base		
63	8714 Hillery Dr	9 ½"			Class 2 Base		
64	Reagan Rd approx 500ft S/O New Salem St	3"			Class 2 Base		
65	8460 Westmore Rd	3 ½"			Class 2 Base		
66	9770 Carroll Centre Rd	5"			Class 2 Base		
67	Avendia Venusto approx 150ft E/O Calle Vivienda	4"			Class 2 Base		
68	Intersection of Avendia Venusto and Caminito Ryone	4"			No Base		
69	Avendia Venusto approx 500ft southeast of Caminito Ryone	4"			CTB		
70	Avendia Venusto approx 1000ft southeast of Caminito Ryone	2"			CTB		
71	Avendia Venusto approx 1000ft E/O Calle Paracho	2"			CTB		
72	Avendia Venusto approx 300ft E/O Calle Paracho	2"			CTB		

Should you have any further questions or need additional assistance, please feel free to contact me at (858) 627-3289.

Randy Encinas

Cc: File

**CITY OF SAN DIEGO
MEMORANDUM**

DATE: June 26, 2023

TO: Jose Lopez, Project Manager, Transportation & Utilities Engineering Division (TUE)

FROM: Randy Encinas, Associate Engineer–Civil, Construction Engineering Support

SUBJECT: Request for Pavement Coring, Additional Miles Project North of I-8 (B-xxxxx)

Per your memo requesting coring of the existing street pavement to determine the type and thickness of the pavement for the subject project dated April 28, 2023. Our results are as follow:

Core #	LOCATION	AC	PCC	PAVEMENT FABRIC DEPTH	Base Depth/Type	SE	R-Value
1	6375 Balsam Lake Ave	3"			Class 2 Base		
2	6321 Balsam Lake Ave	3"			6" Class 2 Base	14	36
3	8355 Lake Adlon Dr	3"			Class 2 Base		
4	5525 Brunswick Ave	4"			Class 2 Base		
5	5581 Brunswick Ave	5 ½"			Class 2 Base		
6	3119 Chauncey Dr	3"			Class 2 Base		
7	3001 Chauncey Dr	3"			Class 2 Base		
8	Moraga Ave approx 500 ft S/O Moraga Pl	8"		1 ½"	Class 2 Base		
9	Moraga Ave approx 300 ft N/O Cadden Dr	13"		1 ½"	No Base		

Core #	LOCATION	AC	PCC	PAVEMENT FABRIC DEPTH	Base Depth/Type	SE	R-Value
10	3971 Mt Abraham Ave	3 ½"			Class 2 Base		
11	3884 Mt Abraham Ave	3"			Class 2 Base		
12	3778 Mt Abraham Ave	3 ½"			Class 2 Base		
13	3669 Mt Abraham Ave	3"			Class 2 Base		
14	3808 Mt Ainsworth Ave	3 ½"			Class 2 Base		
15	6322 Mt Ainsworth Ct	3 ½"			Class 2 Base		
16	3920 Mt Ainsworth Ave	3"			Class 2 Base		
17	6322 Mt Ainsworth Wy	4 ½"			Class 2 Base		
18	6318 Mt Acre Wy	3 ½"			Class 2 Base		
19	3978 Mt Ainsworth Ave	3 ½"			Class 2 Base		
20	5273 Channing St	4"			Class 2 Base		
21	7837 Convoy Ct	4 ½"			Class 2 Base		
22	8797 Stanwell St	3 ½"			Class 2 Base		
23	8865 Stanwell St	3"			Class 2 Base		
24	17525 Ashburton Rd	3 ½"			No Base		
25	17435 Ashburton Rd	3"			No Base		

Core #	LOCATION	AC	PCC	PAVEMENT FABRIC DEPTH	Base Depth/Type	SE	R-Value
26	16222 Turtleback Rd	3"			No Base		
27	11366 Turtleback Ln	3 ½"			No Base		
28	11464 Turtleback Ln	3"			No Base		
29	11338 Cloucrest Dr	3 ½"			No Base		
30	11434 Cloucrest Dr	3 ½"			No Base		
31	14232 Seabridge Ln	2 ½"			CTB		
32	14304 Seabridge Ln	2"			CTB		
33	14368 Seabridge Ln	3 ½"			CTB		
34	13007 Old West Ave	3"			Class 2 Base		
35	13048 Old West Ave	2"			Class 2 Base		
36	13090 Old West Ave	2 ½"			Class 2 Base		
37	13118 Old West Ave	3"			Class 2 Base		
38	13140 Old West Ave	3"			Class 2 Base		

Should you have any further questions or need additional assistance, please feel free to contact me at (858) 627-3289.

Randy Encinas

Cc: File

**CITY OF SAN DIEGO
MEMORANDUM**

DATE: June 24, 2023

TO: Jose Lopez, Project Manager, Transportation & Utilities Engineering Division (TUE)

FROM: Randy Encinas, Associate Engineer–Civil, Construction Engineering Support

SUBJECT: Request for Pavement Coring, Additional Miles Project-South of I-8 (B-xxxxx)

Per your memo requesting coring of the existing street pavement to determine the type and thickness of the pavement for the subject project dated April 28, 2023. Our results are as follow:

Core #	LOCATION	AC	PCC	PAVEMENT FABRIC DEPTH	Base Depth/Type	SE	R-Value
1	730 Narwhal St	4"			Class 2 Base		
2	785 Narwhal St	6"			Class 2 Base		
3	868 Narwhal St	6"			Class 2 Base		
4	7756 Saint Andrews Ave	4"			CTB		
5	Ailsa Ct approx 100ft S/O Otay Mesa Rd eastside of street	4 ½"			CTB		
6	Ailsa Ct approx 50ft N/O Saint Andrews Ave westside of street	3"			CTB		
7	Otay Mesa Center Rd approx 50ft N/O Saint Andrews Ave eastside of street	5"			CTB		
8	Otay Mesa Center Rd approx 50ft S/O Otay Mesa Rd westside of street	5 ½"			CTB		
9	7241 Latrobe Cir	3"			Class 2 Base		

Core #	LOCATION	AC	PCC	PAVEMENT FABRIC DEPTH	Base Depth/Type	SE	R-Value
10	7209 Latrobe Cir	3"			Class 2 Base		
11	7143 Latrobe Cir	3"			Class 2 Base		
12	7186 Bullock Dr	3"			Class 2 Base		
13	7246 Bullock Dr	3"			Class 2 Base		
14	7319 Bullock Dr	3"			CTB		
15	7375 Bullock Dr	3"			CTB		
16	7448 Bullock Dr	2 ½"			CTB		
17	2541 C St	10"			No Base		
18	4136 41st St	10"			No Base		
19	4355 37th St	10"			No Base		

Should you have any further questions or need additional assistance, please feel free to contact me at (858) 627-3289.

Randy Encinas

Cc: File

APPENDIX P
TECHNICAL SPECIFICATIONS

ARAMID FIBER REINFORCEMENT FOR HMA

Description.

Furnish all materials, equipment, labor, and incidentals for mixing aramid fiber into HMA per this specification. Aramid fibers must be treated to prevent them from becoming airborne during the mixing process, and the treatment must become soluble in the asphalt binder. Treated aramid fiber shall be continuously fed and mixed into HMA per dosage and mixing requirements of this specification. A certified QA/QC mixing technician shall perform continuous feeding of the treated aramid fibers into the asphalt during plant mixing operations for all of the Fiber Reinforced HMA quantities required for the project, and a P.E. stamped certification report must be submitted upon project completion.

Definitions.

- a. "HMA" is hot mix asphalt, without aramid fiber.
- b. "Fiber Reinforced HMA" is hot mix asphalt including aramid fibers.
- c. "Aramid fiber" is pure aramid fiber meeting the material properties of this specification, without additive materials.
- d. "Treatment" is the binder material used to facilitate the proper amount of the aramid fiber into the HMA so that the aramid fiber does not become airborne.
- e. "Dosage rate" is the minimum weight of treated aramid per ton of asphalt that is to be continuously fed into HMA.
- f. "Continuous feeding" is metering and delivering in a constant stream-like manner the dosage rate of treated aramid into the HMA during the asphalt mixing process at the plant.
- g. "Manufacturer" is the company that produces the aramid fiber from raw materials.
- h. "Supplier" is the company that offers an aramid product.

Materials.

Meet the following Aramid and Treatment material properties.

<u>Aramid Properties</u>	<u>Measure</u>
Material	Para-Aramid Fiber (50-52% by weight), fiber ratio subject to approval by Engineer.
Form	Filament Yarn
Tensile Strength	> 2.758 (GPa)
Elongation at Break	< 4.4 (%)
Modulus	> 95 (GPa)
Specific Gravity	1.44-1.45 (g/cm ³)
Decomposition Temperature	> 800 (°F)

<u>Treatment Properties</u>	<u>Measure</u>
Treatment Type	Sasobit® Wax (48-50% by weight), or approved equal. Treatment and Treatment to Fiber ratio subject to approval by Engineer.
Treatment Melting Temperature	> 175 (°F), treatment subject to approval by Engineer.

<u>Short Cut Aramid Fiber Bundles</u>	<u>Measure</u>
Length	1.5 +/-0.05 (inch)
Appearance/Handling	Free Flowing Coated Fiber Bundles (visual)

Submittals.

Provide the following from the product supplier at least two weeks prior to asphalt production.

1. Identify the mixing plant and type (Batch or Continuous Drum).
2. Material data sheet for the treated aramid fiber describing aramid fiber and treatment properties, including the type, weight, and flash point of treatment material.
3. A certified QA/QC mixing plan including procedures for continuously feeding the aramid fiber into the asphalt. The fiber supplier must approve the QA/QC mixing plan and provide certification of the QA/QC mixing technician at the asphalt mixing plant who is responsible for continuous feeding of the fiber into the HMA. The continuous feeding can be accomplished by using either manual machine or automated machine equipment for the entire fiber mixing process.

Job Mix Formula.

When treated aramid fiber is required as a mixture ingredient, modification to the job mix formula is not required.

Storage Requirements.

Store treated aramid product in a dry environment and do not allow it to be in contact with moisture.

Dosage & Mixing Requirements.

The aramid dosage rate is 2.1 ounces (+/- 5%) per ton of HMA. This does not include the treatment weight. For uniform disbursement, treated aramid shall be metered and continuously fed in a constant stream-like manner. It shall be mixed with the heated aggregates before injection of the liquid asphalt during the asphalt mixing process at the Batch or Continuous Drum Plant per below.

1. Batch Plant

Feed treated aramid with automated dosing machine operated by a certified QA/QC mixing technician, directly into the weigh hopper. HMA batch dry mix times will need to be 20 seconds minimum to ensure proper aramid distribution. Metering shall be based on batch size (tons) and dosage rate (oz/ton). Feeding shall occur in a constant stream-like manner as the heated aggregate is added to the weigh hopper. If necessary, increase the mixing time with heated aggregates to ensure the aramid fibers are uniformly distributed.

2. Continuous Drum Plant

Feed treated aramid with automated dosing machine operated by a certified QA/QC mixing technician directly into the mixing drum through the RAP Collar. Standard project HMA asphalt production rates apply. Metering shall be calibrated by the automated dosing machine based on the asphalt production rate (tons/hr), and the dosage rate (oz/ton). Feeding shall occur in a constant stream-like manner through the RAP Collar.

Inspection.

Visual inspection shall be performed during the mixing process to verify uniform distribution of aramid fiber.

Fiber Reinforced HMA Placement.

All construction, mixture and density requirements of the asphalt as detailed in the Standard Specifications shall apply.

Acceptance.

Acceptance of the reinforced HMA will include the following factors:

1. The owner/specifier shall receive from the contractor a Professional Engineer stamped QA/QC report which certifies that the metering and continuous feeding was performed per the Dosage rate and all other requirements of this specification by a certified technician, and that visual inspection was performed during the mixing process to certify that no clumping of aramid fiber or treatment product occurred.
2. All other construction, mixture and density requirements of the asphalt as detailed in the Standard Specifications shall apply.

MEASUREMENT AND PAYMENT

The contract unit price for "Asphalt Concrete with Aramid Fiber" shall include full compensation for furnishing all material, labor, tools, equipment, QA/QC mixing and reporting, and incidentals for doing all the work involved in metering and feeding the treated aramid fiber, and placement and compaction of the Fiber Reinforced HMA.

ATTACHMENT F
RESERVED

ATTACHMENT G
CONTRACT AGREEMENT

ATTACHMENT G
CONTRACT AGREEMENT

CONSTRUCTION CONTRACT

This contract is made and entered into between THE CITY OF SAN DIEGO, a municipal corporation, herein called "City", and ATP General Engineering Contractors A division of Hanson Aggregates PSW LLC, herein called "Contractor" for construction of **AC Overlay Group 2301**; Bid No. **K-24-2203-DBB-3**; in the total amount of Six Million Four Hundred Forty Three Thousand Five Hundred Sixty Five Dollars and Fifty Three Cents (\$6,443,565.53) .

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 **AC Overlay Group 2301**, on file in the office of the Purchasing & Contracting Department as Document No. **B-23130**, 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 **AC Overlay Group 2301**, Bid Number **K-24-2203-DBB-3**, 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 Ryan P. Gerrity

Print Name: Beric Doringo
Deputy Director
Purchasing & Contracting Department

Print Name: RYAN P. GERRITY
Deputy City Attorney

Date: 11/16/2023

Date: 1/26/2024

CONTRACTOR Martin Marietta San Diego Aggregates LLC dba ATP General Engineering Contractors

By David A. Donnelly

Print Name: David A. Donnelly

Title: Vice President

Date: 11/8/23

City of San Diego License No.: B2010023183

State Contractor's License No.: 502506

DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) REGISTRATION NUMBER: 1000012615

CERTIFICATIONS AND FORMS

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

BIDDER'S GENERAL INFORMATION

To the City of San Diego:

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

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

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

State of California

County of San Diego

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

CONTRACTOR CERTIFICATION

DRUG-FREE WORKPLACE

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

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

CONTRACTOR CERTIFICATION

AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE CERTIFICATION

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

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

CONTRACTOR CERTIFICATION

CONTRACTOR STANDARDS – PLEDGE OF COMPLIANCE

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

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

CONTRACTOR CERTIFICATION

EQUAL BENEFITS ORDINANCE CERTIFICATION

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

CONTRACTOR CERTIFICATION

EQUAL PAY ORDINANCE CERTIFICATION

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

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

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

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

CONTRACTOR CERTIFICATION

PRODUCT ENDORSEMENT

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

AFFIDAVIT OF DISPOSAL

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

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

AC Overlay Group 2301

(Project Title)

as particularly described in said contract and identified as Bid No. **K-24-2203-DBB-3**; SAP No. (WBS) **B-23130**; 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

CERTIFICATE OF COMPLIANCE

Materials and Workmanship Compliance

For Contract or Task _____

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

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

Material Description:

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

Signed by: _____

Printed Name: _____

Title: _____

Company: _____

Date: _____

City of San Diego

Engineering & Capital Projects Department, CMFE Division

NOTICE OF MATERIALS TO BE USED

To: _____
Resident Engineer

Date: _____, 20____

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

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

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

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

Distribution:

Supplier

Signature of Supplier

Address

LIST OF SUBCONTRACTORS

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

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

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

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

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

NAMED EQUIPMENT/MATERIAL SUPPLIER LIST

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

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

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

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

ELECTRONICALLY SUBMITTED FORMS

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

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

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

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

BID BOND

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

KNOW ALL MEN BY THESE PRESENTS,

That Martin Marietta San Diego Aggregates LLC dba ATP General Engineering Contractors as Principal, and Arch 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.

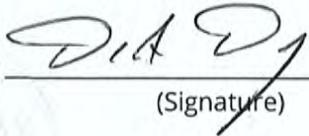
WHEREAS, said Principal has submitted a Bid to said OWNER to perform the WORK required under the bidding schedule(s) of the OWNER's Contract Documents entitled
AC Overlay Group 2301 Bid No. K-24-2203-DBB-3

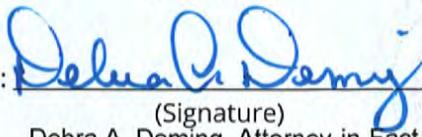
NOW THEREFORE, if said Principal is awarded a contract by said OWNER and, within the time and in the manner required in the "Notice Inviting Bids" enters into a written Agreement on the form of agreement bound with said Contract Documents, furnishes the required certificates of insurance, and furnishes 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 18th day of September, 2023

Martin Marietta San Diego Aggregates LLC
dba ATP General Engineering Contractors (SEAL)
(Principal)

Arch Insurance Company (SEAL)
(Surety)

By:  David A. Donnelly,
Vice President
(Signature)

By: 
(Signature)
Debra A. Deming, Attorney-in-Fact

(SEAL AND NOTARIAL ACKNOWLEDGEMENT OF SURETY)

ACKNOWLEDGMENT

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

State of California
County of San Diego)

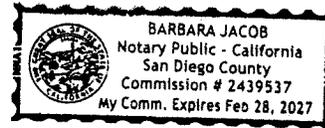
On 10/5/23 before me, Barbara Jacob, Notary Public
(insert name and title of the officer)

personally appeared David A. Donnelly
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  (Seal)



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

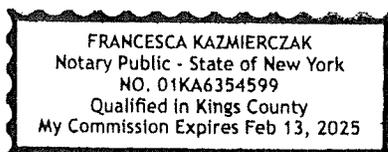
State of New York

County of New York

On this 18th day of September in the year 2023 before me Francesca Kazmierczak, Notary Public, personally appeared Debra A. Deming who provide 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 instruments 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 New York that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Francesca Kazmierczak
Signature of Notary Public

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. Not valid for Note, Loan, Letter of Credit, Currency Rate, Interest Rate or Residential Value Guarantees.

POWER OF ATTORNEY

Know All Persons By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal administrative office in Jersey City, New Jersey (hereinafter referred to as the "Company") does hereby appoint:

Aklima Noorhassan, Anne L. Potter, Beverly A. Woolford, Debra A. Deming, Frances Rodriguez, Francesca Kazmierczak, Jennifer L. Jakaitis, Kemal Brkanovic, Peter Healy, Sandra Diaz, Susan A. Welsh and Valorie Spates of New York, NY (EACH)

its true and lawful Attorney(s)-in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed: Any and all bonds, undertakings, recognizances and other surety obligations, in the penal sum not exceeding One Hundred Fifty Million Dollars (\$150,000,000.00). This authority does not permit the same obligation to be split into two or more bonds In order to bring each such bond within the dollar limit of authority as set forth herein.

The execution of such bonds, undertakings, recognizances and other surety obligations in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal administrative office in Jersey City, New Jersey.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on August 31, 2022, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them subject to the limitations set forth in their respective powers of attorney, to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances and other surety obligations obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on August 31, 2022:

VOTED, That the signature of the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on August 31, 2022, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company. In Testimony Whereof, the Company has caused this instrument to be signed and its corporate seal to be affixed by their authorized officers, this 17th day of March, 2023.

Attested and Certified

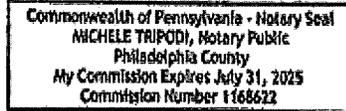
Regan A. Shulman, Secretary



Stephen C. Ruschak, Executive Vice President

STATE OF PENNSYLVANIA SS
COUNTY OF PHILADELPHIA SS

I, Michele Tripodi, a Notary Public, do hereby certify that Regan A. Shulman and Stephen C. Ruschak personally known to me to be the same persons whose names are respectively as Secretary and Executive Vice President of the Arch Insurance Company, a Corporation organized and existing under the laws of the State of Missouri, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they being thereunto duly authorized signed, sealed with the corporate seal and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary acts for the uses and purposes therein set forth.



Michele Tripodi, Notary Public
My commission expires 07/31/2025

CERTIFICATION

I, Regan A. Shulman, Secretary of the Arch Insurance Company, do hereby certify that the attached Power of Attorney dated March 17, 2023 on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said Stephen C. Ruschak, who executed the Power of Attorney as Executive Vice President, was on the date of execution of the attached Power of Attorney the duly elected Executive Vice President of the Arch Insurance Company.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the Arch Insurance Company on this 18th day of September 2023

Regan A. Shulman, Secretary

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

PLEASE SEND ALL CLAIM INQUIRIES RELATING TO THIS BOND TO THE FOLLOWING ADDRESS:

Arch Insurance - Surety Division
3 Parkway, Suite 1500
Philadelphia, PA 19102



To verify the authenticity of this Power of Attorney, please contact Arch Insurance Company at SuretyAuthentic@archinsurance.com
Please refer to the above named Attorney-in-Fact and the details of the bond to which the power is attached.

ARCH INSURANCE COMPANY
STATEMENT OF FINANCIAL CONDITION
DECEMBER 31, 2022

Assets

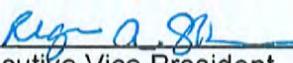
Cash & Cash Equivalents in Banks	\$164,221,743
Bonds owned	5,593,459,350
Stocks	661,945,887
Premiums in course of collection	759,892,858
Accrued interest and other assets	1,233,903,208
 Total Assets	 \$ 8,413,423,046

Liabilities

Reserve for losses and adjustment expenses	\$3,263,943,304
Reserve for unearned premiums	1,564,373,124
Ceded reinsurance premiums payable	408,386,710
Amounts withheld or retained by company for account of others	212,472,379
Reserve for taxes, expenses and other liabilities	983,651,831
 Total Liabilities	 \$6,432,827,348
 Surplus as regards policyholders	 1,980,595,698
 Total Surplus and Liabilities	 \$8,413,423,046

By: 

Executive Vice President, Chief
Financial Officer and Treasurer

Attest: 

Executive Vice President,
General Counsel and Secretary

State of New Jersey)
) SS
County of Hudson)

Thomas James Ahern, Executive Vice President, Chief Financial Officer and Treasurer and Regan Shulman, Executive Vice President, General Counsel and Secretary being duly sworn, of ARCH INSURANCE COMPANY, Missouri; and that the foregoing is a true and correct statement of financial condition of said company, as of December 31, 2022.

Subscribed and sworn to before me, this 14 day of March 2023

Notary Public 

BRITTANY CONKLIN Notary Public, State of New Jersey Comm. # 50204279 My Commission Expires 11/07/2027
--



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: Martin Marietta San Diego Aggregates LLC dba ATP General Engineering Contractors

Certified By David A. Donnelly, Title Vice President

 Signature _____ Date 10/5/23

USE ADDITIONAL FORMS AS NECESSARY

Mandatory Disclosure of Business Interests Form

BIDDER/PROPOSER INFORMATION

Legal Name		DBA	
Martin Marietta San Diego Aggregates LLC		dba ATP General Engineering Contractors	
Street Address	City	State	Zip
4211 Ponderosa Ave STE C, San Diego		CA	92123
Contact Person, Title		Phone	Fax
Barbara Jacob		858-944-6740	858-292-1079

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
David A. Donnelly	Vice President
City and State of Residence	Employer (if different than Bidder/Proposer)
Poway, CA	
Interest in the transaction	
0%	

Name	Title/Position
Edwin P. Gehr	Vice President
City and State of Residence	Employer (if different than Bidder/Proposer)
Coronado, CA	
Interest in the transaction	
0%	

* 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.

David A. Donnelly, Vice President



10/5/23

Print Name, Title

Signature

Date

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

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

EFFECT OF DEBARMENT OR SUSPENSION
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
David A. Donnelly,	Vice President
Edwin P. Gehr	Vice President

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

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

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

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

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

Contractor Name: Martin Marietta San Diego Aggregates LLC dba ATP General Engineering Contractors

Certified By David A. Donnelly, Title Vice President

Name
Date

10/5/23

Signature

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.

See attached

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: Martin Marietta San Diego Aggregates LLC dba ATP General Engineering Contractors

Certified By David A. Donnelly, Title Vice President

Name
Date

10/5/23

Signature

USE ADDITIONAL FORMS AS NECESSARY*

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

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

Names of the Principal Individual owner(s)

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

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

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE
Joseph Nandi	Vice President / Secretary
Thomas Nandi	President / Treasurer

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE

SUBCONTRACTOR SUPPLIER MANUFACTURER

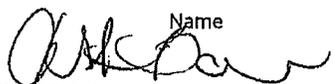
NAME	TITLE

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE

Contractor Name: EBS UTILITIES ADJUSTING INC.

Certified By: ART DALLIN Title: PROJECT MANAGER

 Name: _____ Date: 10-5-23
Signature

USE ADDITIONAL FORMS AS NECESSARY*

DEBARMENT AND SUSPENSION CERTIFICATION

SUBCONTRACTORS, SUPPLIERS AND MANUFACTURERS

TO BE COMPLETED BY BIDDER

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

Names of the Principal individual owner(s)

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

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

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE
Larry Coalson	CEO

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE

Contractor Name: LC Tree Service

Certified By Larry Coalson Title CEO

Name [Signature] Date 10-5-23
Signature

USE ADDITIONAL FORMS AS NECESSARY*

DEBARMENT AND SUSPENSION CERTIFICATION
SUBCONTRACTORS, SUPPLIERS AND MANUFACTURERS
TO BE COMPLETED BY BIDDER
FAILURE TO COMPLETE AND SUBMIT AT TIME OF BID SHALL RENDER BID NON-RESPONSIVE

Names of the Principal individual owner(s)

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

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

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE
Ahmed Hussein	Owner

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE

Contractor Name: Sael Construction Corporation

Certified By Ahmed Hussein Title Owner

Name
Ahmed Hussein
 Signature

Date 10/4/2023

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
Ryan T. Clark	President and G.M.

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE

SUBCONTRACTOR SUPPLIER MANUFACTURER

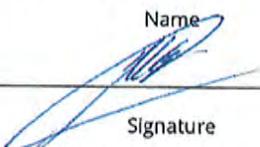
NAME	TITLE

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE

Contractor Name: Southwest Traffic Signal Service Co

Certified By: Misael Michel Title: Project Engineer and General Manager


 Name _____ Date: 10/05/2023
 Signature

USE ADDITIONAL FORMS AS NECESSARY*

DEBARMENT AND SUSPENSION CERTIFICATION
SUBCONTRACTORS, SUPPLIERS AND MANUFACTURERS
TO BE COMPLETED BY BIDDER
FAILURE TO COMPLETE AND SUBMIT AT TIME OF BID SHALL RENDER BID NON-RESPONSIVE

Names of the Principal individual owner(s)

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

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

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE
David Brillhante	President - Statewide Stripes, Inc.

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE

Contractor Name: Statewid stripes

Certified By Sean Bayot Title Estimator/PM

Digitally signed by
Sean Bayot
 Date: 2023.10.05
 Signature: 0845:16 -07'00'

Date 10/5/2023

USE ADDITIONAL FORMS AS NECESSARY*

Bid Results

Bidder Details

Vendor Name ATP General Engineering Contractors A division of Hanson Aggregates PSW LLC
Address 4211 Ponderosa Ave, Ste C
San Diego, California 92123
United States
Respondee David A. Donnelly
Respondee Title Vice President
Phone 858-944-6740
Email barbara.jacob@martinmarietta.com
Vendor Type PQUAL, CADIR
License # 502506
CADIR 1000012615

Bid Detail

Bid Format Electronic
Submitted 10/05/2023 1:16 PM (PDT)
Delivery Method
Bid Responsive
Bid Status Submitted
Confirmation # 348096

Respondee Comment

Buyer Comment

Attachments

File Title	File Name	File Type
23-107 Contractor's Cert of Pending Actions.pdf	23-107 Contractor's Cert of Pending Actions.pdf	Contractor's Certification of Pending Actions
23-107 Mandatory Disclosure of Business.pdf	23-107 Mandatory Disclosure of Business.pdf	Mandatory Disclosure of Business Interests Form
23-107 Debarment Cert for Prime.pdf	23-107 Debarment Cert for Prime.pdf	Debarment and Suspension Form - Prime
23-107 Debarment Cert for Subs signed.pdf	23-107 Debarment Cert for Subs signed.pdf	Debarment and Suspension Form - Subs/Supp/MFR
23-107 Signed Bid Bond.pdf	23-107 Signed Bid Bond.pdf	Bid Bond

Subcontractors

Showing 5 Subcontractors

Name & Address	Desc	License Num	CADIR	Amount	Type
EBS Utilities Adjusting Inc 1345 Quarry St. #101 Corona, California 92879	Constructor Adjust Utilities	932798	1000004286	\$94,120.00	CADIR, MALE, CAU
LC Tree Service 4455 Murphy Canyon Rd Ste 100 San Diego, California 92123	Constructor tree service	979396	1000044782	\$24,300.00	DVBE, SLBE, PQUAL, CADIR, MALE, CAU, Local
Sael Construction Corporation 2173 Camino Del Este apt6115 San Diego, California 92108	Constructor Minor Concrete	1086338	PW-LR-1001008526	\$997,373.30	CADIR, Local
Southwest Signal Services PO BOX 1297 El Cajon, California 92022	Constructor Electrical	451115	1000004265	\$21,390.00	Local
Statewide Stripes Inc. PO Box 600710 San Diego, California 92160	Constructor Striping	788286	1000001334	\$49,181.00	CADIR, DBE, Local

Line Items

Discount Terms No Discount

Item #	Item Code	Type	Item Description	UOM	QTY	Unit Price	Line Total	Response	Comment
Main Bid							\$6,443,565.53		
1	524126		Bonds (Payment and Performance)	LS	1	\$10,000.00	\$10,000.00	Yes	
2			Field Orders (EOC Type II)	AL	1	\$818,000.00	\$818,000.00	Yes	
3	541820		Exclusive Community Liaison Services	LS	1	\$5,000.00	\$5,000.00	Yes	
4	237310		Compensation Adjustments for Oil Price Index Fluctuation (EOC Type I)	AL	1	\$180,000.00	\$180,000.00	Yes	
5	237310		Mobilization	LS	1	\$450,000.00	\$450,000.00	Yes	
6	237310		Excavation for Base Repair	CY	1645	\$132.00	\$217,140.00	Yes	
7	237310		Excavation for Base Repair (Unscheduled)	CY	658	\$129.00	\$84,882.00	Yes	
8	237310		Asphalt Concrete Base	TON	1666	\$196.00	\$326,536.00	Yes	
9	237310		Asphalt Concrete Base (Unscheduled)	TON	667	\$189.00	\$126,063.00	Yes	
10	237310		Crushed Miscellaneous Base	TON	1666	\$58.00	\$96,628.00	Yes	
11	237310		Crushed Miscellaneous Base (Unscheduled)	TON	667	\$48.00	\$32,016.00	Yes	
12	237310		Asphalt Pavement Repair	SF	33900	\$1.75	\$59,325.00	Yes	
13	237310		Cold Mill Type B Full Width AC Pavement (1 Inch)	SF	150087	\$0.39	\$58,533.93	Yes	
14	237310		Cold Mill Type B Full Width AC Pavement (2 Inch)	SF	1069983	\$0.42	\$449,392.86	Yes	
15	237310		Cold Mill Type B Full Width AC Pavement (3 Inch)	SF	59526	\$0.44	\$26,191.44	Yes	
16	237310		Cold Mill Type A 6 ft Edge AC Pavement (2 Inch)	SF	74500	\$0.35	\$26,075.00	Yes	
17	237310		Cold Mill Header Cuts	LF	612	\$8.00	\$4,896.00	Yes	
18	237310		Asphalt concrete with Aramid Fiber (2.1 Oz Aramid Fiber per Ton Asphalt Concrete) - 2 Inch	TON	1975	\$129.00	\$254,775.00	Yes	
19	237310		Asphalt concrete with Aramid Fiber (2.1 Oz Aramid Fiber per Ton Asphalt Concrete) - 3 Inch	TON	1072	\$129.00	\$138,288.00	Yes	
20	237310		Asphalt Concrete (2 Inch)	TON	13185	\$117.00	\$1,542,645.00	Yes	
21	237310		Historical and Contractor Date Stamps and Impressions	EA	50	\$200.00	\$10,000.00	Yes	
22	237310		Remove and Replace Existing Sidewalk	SF	577.5	\$14.00	\$8,085.00	Yes	
23	237310		Curb and Gutter (6-Inch Curb, Type G)	LF	514.8	\$42.00	\$21,621.60	Yes	
24	237310		Cross Gutter	SF	7248.15	\$18.00	\$130,466.70	Yes	
25	238210		New Pedestrian Push Button Post	EA	4	\$2,400.00	\$9,600.00	Yes	
26	238210		New Pedestrian Push Button	EA	5	\$670.00	\$3,350.00	Yes	
27	237310		Curb Ramp (Type A1) with Stainless Steel Detectable Warning Tiles	EA	1	\$5,600.00	\$5,600.00	Yes	
28	237310		Curb Ramp (Type A) with Stainless Steel Detectable Warning Tiles	EA	40	\$5,200.00	\$208,000.00	Yes	
29	237310		Curb Ramp (Type B) with Stainless Steel Detectable Warning Tiles	EA	14	\$5,200.00	\$72,800.00	Yes	
30	237310		Curb Ramp (Type C1) with Stainless Steel Detectable Warning Tiles	EA	16	\$5,200.00	\$83,200.00	Yes	
31	237310		Curb Ramp (Type C2) with Stainless Steel Detectable Warning Tiles	EA	71	\$5,200.00	\$369,200.00	Yes	
32	237310		Curb Ramp (Type D) with Stainless Steel Detectable Warning Tiles	EA	17	\$5,200.00	\$88,400.00	Yes	
33	237310		Removal and Replacement of Existing Paint Striping	LS	1	\$15,500.00	\$15,500.00	Yes	
34	237310		Removal and Replacement of Existing Thermoplastic Striping and Markings	LS	1	\$17,500.00	\$17,500.00	Yes	
35	237310		Painted Traffic Stripes Improvement (Moraga Ave)	LS	1	\$4,300.00	\$4,300.00	Yes	
36	237310		Continental Crosswalks	SF	2280	\$4.75	\$10,830.00	Yes	
37	238990		Video Recording of Existing Conditions	LS	1	\$1,500.00	\$1,500.00	Yes	
38	238910		Tree Removal and Disposal (Less Than 24-Inch Trunk Diameter)	EA	2	\$2,500.00	\$5,000.00	Yes	
39	238910		Tree Removal and Disposal (24-Inch Trunk Diameter and Greater)	EA	1	\$8,500.00	\$8,500.00	Yes	
40	237310		Adjust Existing Manhole Frame and Cover to Grade	EA	41	\$1,000.00	\$41,000.00	Yes	
41	237310		Adjust Existing Sewer Clean Out Frame and Cover to Grade	EA	2	\$750.00	\$1,500.00	Yes	
42	237310		Adjust Existing Gate Valve Frame and Cover to Grade	EA	71	\$675.00	\$47,925.00	Yes	
43	237310		Adjust Existing Survey Monument to Grade	EA	4	\$1,000.00	\$4,000.00	Yes	
44	237310		Traffic Signal Loop and Appurtenance Replacement (Type E)	EA	14	\$625.00	\$8,750.00	Yes	
45	541330		Traffic Control and Working Drawings	LS	1	\$344,500.00	\$344,500.00	Yes	
46	561730		Root Pruning	EA	9	\$1,200.00	\$10,800.00	Yes	
47	237310		Inlet Markers	EA	25	\$50.00	\$1,250.00	Yes	
48	541330		WPCP Development	LS	1	\$1,500.00	\$1,500.00	Yes	
49	237310		WPCP Implementation	LS	1	\$2,500.00	\$2,500.00	Yes	

Line Item Subtotals

Section Title	Line Total
Main Bid	\$6,443,565.53
Grand Total	\$6,443,565.53