# **City of San Diego**

CONTRACTOR'S NAME: Hazard Construction ENGR LLC

ADDRESS: 10529 Vine St., Lakeside, CA 92040

TELEPHONE NO.:<u>858-587-3600</u>

FAX NO.:

CITY CONTACT: <u>Brittany Friedenreich, Senior Contract Specialist, Email: BFriedenreic@sandiego.gov</u> Phone No. (619) 533-3104

J. Jaro / T. Dinh / N. Alkuree

## **PROPOSAL DOCUMENTS**





## FOR ASPHALT OVERLAY GROUP 2403

RFP NO.:	K-24-2308-DB1-3
SAP NO. (WBS/IO/CC):	B-24013
CLIENT DEPARTMENT:	2116
COUNCIL DISTRICT:	5
PROJECT TYPE:	ID

## THIS CONTRACT IS SUBJECT TO THE FOLLOWING:

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

### THIS CONTRACT MAY BE SUBJECT TO THE FOLLOWING:

PHASED-FUNDING

### **PROPOSALS DUE:**

2:00 PM JUNE 12, 2024

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

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

#### **DEPUTY CITY ENGINEER**

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

70770 04/12/2024 Seal: 1) For City Engineer Date ROFESS/0 GF REG 4-12-2024 Seal: C-57979 ₹7 2) For City Engineer Date CIVI 0F CA\

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#### **REQUEST FOR PROPOSAL**

#### 1. INTRODUCTION AND PROJECT OVERVIEW

#### 1.1. SOLICITATION

- **1.1.1** This is the City of San Diego's (City) solicitation process to acquire Design-Build services for the **Asphalt Overlay Group 2403** Design-Build project.
- **1.1.2** This RFP describes the Project, the required Scope of Work and Services, the Design-Builder selection process, the minimum information that shall be included in the Proposal for this Project and the terms and conditions governing the Work. Failure to submit all requested information in accordance with the requirements of this Request for Proposal (RFP) may be cause for disqualification.
- **1.1.3** Each Proposal, properly executed as required by this RFP, shall constitute a firm offer which may be accepted by the City within the time specified in the Proposal.
- **1.1.4** This RFP will not commit the City to award a contract, to defray any costs incurred in the preparation of a Proposal pursuant to this RFP, or to procure or contract for the Work.
- **1.1.5** Selection announcements, contract awards, and all data provided by the City shall be protected by the Design-Builder from public disclosure. The Design-Builders desiring to release information to the public, shall receive prior written approval from the City.
- **1.1.6** The Design-Builder, by submitting a response to this RFP, agrees to provide the required services for the terms and conditions noted in this RFP and its exhibits if awarded by the City. The agreement and other terms and conditions are included in the Design-Build Contract and The GREENBOOK, The WHITEBOOK, and the Supplementary Special Provisions (SSP).
- **1.1.7** Any architectural firms, engineering firms, specialty consultants, or individuals retained by the City to assist in drafting the RFPs or the Project's preliminary design may not be eligible to participate in the competition with any Design-Build Entity. It is the responsibility of the Design-Build entity to obtain the required legal advice necessary to resolve such matters.
- 2. SUMMARY OF WORK: This is the City's solicitation process to acquire Design-Build services for a Design-Build project to resurface approximately 5.29 miles of existing roadway with asphalt concrete pavement, approximately 75 curb ramp installation, subgrade repairs, replacement of cross gutters, installation of pedestrian barricades, installation or relocation of pedestrian push buttons, remove and replace sidewalk and curb/gutters, raising appurtenances and survey monuments to grade, remove/replace striping, bike lane striping street sweeping, and replacing vehicle detector loops and stubs. The scope also includes the assessment, design, and construction of approximately 19 curb return corners for curb ramp installation and Engineered Traffic Control. For additional information refer to Attachment A.

- **3. FULL AND OPEN COMPETITION:** This contract is open to full competition and may be bid on by Contractors who are on the City's current Prequalified Contractors' List. For information regarding the Contractors Prequalified list visit the City's web site: http://www.sandiego.gov.
- 4. **PROPOSAL DUE DATE AND TIME ARE: June 12, 2024** at **2:00** PM.
- 5. **ESTIMATED PROJECT COST:** The City's estimated cost for this project is **\$6,400,000**.
- **6. LICENSE REQUIREMENT:** To be eligible for award of this contract, Prime contractor must possess the following licensing classification: **A**
- **7. CONTRACT PERIOD:** The Project shall be completed within **240 Working Days** from the Notice to Proceed (NTP).
- 8. **PREVAILING WAGE RATES APPLY TO THIS CONTRACT**: Refer to Attachment D.
- **9. PHASED FUNDING:** This contract may be subject to phased funding, for Conditions, see Attachment B.

#### 10. PRE-PROPOSAL MEETING:

#### **10.1. ONLINE PRE-PROPOSAL MEETING:**

Prospective Bidders are **Encouraged** to attend the Pre-Proposal Meeting.

The Pre-Proposal Meeting will be held on **Wednesday**, **May 22**, **2024**, at **10:00 AM** (PDT) at:

#### **Microsoft Teams Meeting:**

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

#### Join the meeting now

Meeting ID: 211 474 020 160 Passcode: ZFufbq

#### **Dial-in by phone**

+<u>1 945-468-5511,,919300429#</u> United States, Dallas <u>Find a local number</u> Phone conference ID: **919 300 429#** For organizers: <u>Meeting options</u> | <u>Reset dial-in PIN</u>

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

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

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

- **11. SUBCONTRACTING PARTICIPATION PERCENTAGES:** Subcontracting participation percentages apply to this contract.
  - **11.1.** 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	7.9%
2.	ELBE participation	7.2%
3.	Total mandatory participation	15.1%

- **11.2.** The current list of Certified SLBE/ELBE Firms to be used for outreach for this project is posted to the Documents tab on Planetbids.
- **11.3.** The Proposal will be declared **non-responsive** if the Proposer fails to meet the following mandatory requirements:
  - 11.3.1. Proposer's inclusion of SLBE-ELBE certified subcontractors at the overall mandatory participation percentage identified in this document. OR
  - **11.3.4.** 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.

#### 12. SELECTION AND AWARD SCHEDULE:

- **12.1.** The City anticipates that the process for selecting a Design-Builder and awarding the contract will be according to the following tentative schedule. Dates are subject to change:
- **12.2.** Pre-Proposal Meeting May 22, 2024
- **12.3.** Proposal Due Date June 12, 2024
- **12.4.** Selection and Notification **TBD**
- **12.5.** Limited Notice to Proceed **TBD**

#### INSTRUCTIONS TO PROPOSERS AND GENERAL CONDITIONS

#### 1. PREQUALIFICATION OF CONTRACTORS AND CALIFORNIA STATE LICENSE:

- **1.1.** Contractors submitting a Proposal 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 <u>PlanetBids</u><sup>™</sup>.

- 2. ELECTRONIC FORMAT RECEIPT AND OPENING OF PROPOSALS: Proposals will be received in <u>electronic format (eBids) EXCLUSIVELY</u> at the City of San Diego's electronic bidding (eBidding) site, at: <u>https://www.sandiego.gov/cip/bidopps/</u> and are due by the date, and time shown on the cover of this solicitation.
  - **2.1. PROPOSERS MUST BE PRE-REGISTERED** with the City's bidding system and possess a system-assigned Digital ID in order to submit and electronic proposal.
  - **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.** Upon entry of their proposal, the system will ensure that all required fields are entered. **The system will not accept a proposal 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. **PROPOSALS REMAIN SEALED UNTIL DUE DATE AND TIME**. eBids and eProposals 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. Proposals submitted prior to the Due Date and Time are not available for review by anyone other than the submitter, who will have until the Due Date and Time to change, rescind or retrieve its proposal should they desire to do so.
  - **2.5. PROPOSALS MUST BE SUBMITTED BY DUE DATE AND TIME**. Once the deadline is reached, no further submissions are accepted into the system. Once the Due Date and Time has passed, 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, Equal Opportunity Contracting Program (EOCP) compliance and other issues.
  - **2.6. TECHNICAL PROPOSAL AND PRICE PROPOSAL ARE TO BE SEPARATE**. The proposer is to submit two separate proposal PDFs by the due date and time.
    - 2.6.1. The Technical proposal, which should contain the items detailed below and in Attachment G. There is to be NO PRICING information within this proposal. If a Technical proposal contains pricing information, the submission may be deemed non-responsive and ineligible for further consideration, and
    - **2.6.2.** The Price proposal, which should detail the cost structure and include any forms as required herein.

- **2.7. RECAPITULATION OF THE WORK.** Proposals shall not contain any recapitulation of the Work. Conditional proposals may be rejected as being **non-responsive**. Alternative proposals will not be considered unless called for.
- **2.8. PROPOSALS MAY BE WITHDRAWN** by the Proposer prior to, but not after, the time set as Due Date and Time.
  - **2.8.1.** Important Note: Submission of the electronic proposal 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 proposer's submission to upload and be received by the City's eBidding system. It is the proposer's sole responsibility to ensure their proposals are received on time by the City's eBidding system. The City of San Diego is not responsible for proposals that do not arrive by the required date and time.
- 2.9. 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 in the cover of this solicitation at least five (5) working days prior to the Proposal due date to ensure availability.

#### 3. ELECTRONIC SUBMISSIONS CARRY FULL FORCE AND EFFECT

- **3.1.** The proposer, by submitting its electronic proposal, 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 proposal, the proposer certifies that the proposer 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 proposal, the proposer 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 Proposer, by submitting their electronic proposal, 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 proposal are true and correct.
- **3.4.** Each properly signed Proposal shall constitute a firm offer that may be accepted by the City within the time frame specified herein.
- **3.5.** The Proposer 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.
- 4. **PROPOSALS ARE PUBLIC RECORDS:** Upon receipt by the City, proposals 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 proposal's 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. EQUAL OPPORTUNITY CONTRACTING PROGRAM

- **5.1.** As set forth in this RFP, the City is dedicated to the principles of equal opportunity in the workplace and in subcontracting. It is the City's expectation that firms doing business with the City have, and are able to demonstrate, the same level of commitment.
- **5.2.** The Design-Builders are encouraged to take positive steps to diversify and expand their subcontractor solicitation base and to offer contracting opportunities to all eligible certified Subcontractors in accordance with the City's EOCP requirements included in the Contract Documents.

#### 5.3. Design-Builder's Work Force

- **5.3.1.** The Design-Builders shall submit with its Proposal a Work Force Report (EOC Form BB05) and prior to award of contract, the successful Design-Builder shall submit to the City's EOCP office an updated Work Force Report or an Equal Employment Opportunity (EEO) Plan.
- **5.3.2.** If under representations are noted in the Work Force Report when compared to County Labor Force Availability data, the Design-Builder shall submit an Equal Opportunity Plan. Any Equal Employment Opportunity Plan submitted shall include the elements as outlined in the EOCP Requirements (see Attachment C, Equal Opportunity Contracting Program).
- **5.3.3.** 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

#### 5.4. Nondiscrimination Ordinance (Municipal Code §§ 22.2701-22.2708)

**5.4.1.** The Design-Builder 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 the Subcontractors and Suppliers. The Design-Builder shall provide equal opportunity for Subcontractors to participate in subcontracting opportunities. The Design-Builder understands and agrees that violation of this clause shall be considered a material breach of the contract and may result in contract termination, debarment or other sanctions.

- **5.4.2.** This language shall be in contracts between the Design-Builder and any Subcontractors and Suppliers.
- **5.4.3.** As part of its Proposal, the Design-Builder shall provide to the City a list of all instances within the last 10 years where a complaint was filed or pending against Design-Builder in a legal or administrative proceeding alleging that Design-Builder discriminated against its employees, the Subcontractors, or Suppliers, and a description of the status or resolution of that complaint, including any remedial action taken. If there have not been any complaints filed or pending against Design-Builder, a written statement from the Design-Builder to confirm shall be included in the Proposal.

#### 5.5. Contractor Registration and Electronic Reporting System

**5.5.1.** Prior to the award of the Contract, the Design-Builder, Subcontractors, and Suppliers must register with the City's web-based vendor registration and bid management system, BidsOnline, hosted by PlanetBids System. For additional information go to:

https://www.sandiego.gov/purchasing/bids-contracts/vendorreg

- **5.5.2.** 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.
- **5.5.3.** Following the award of the Contract, the Design-Builder will be required to use the City's web-based contract compliance application for EOCP reporting purposes e.g., Weekly Certified Payroll, Monthly Employment Utilization, and Monthly Payments. Online tutorials are available at:

https://stage.prismcompliance.com/etc/vendortutorials.htm

- 5.5.3.1. The City may retain progress payments if:
- **5.5.3.2.** The non-registered Design-Builder, Subcontractors or Suppliers fail to register.
- **5.5.3.3.** EOCP reporting is delinquent or inadequate.
- **5.5.3.4.** Underpayment has occurred.

#### 6. PRE-PROPOSAL ACTIVITIES

#### 6.1. Submission of Questions

**6.1.1.** The Director (or designee) of the Purchasing & Contracting Department is the officer responsible for opening, examining, and evaluating the competitive Proposals submitted to the City for the acquisition, construction, and

completion of any public improvement except when otherwise set forth in these documents. All questions related to this solicitation shall be submitted to:

Brittany Friedenreich at BFriedenreic@sandiego.gov

- **6.1.2.** Questions received less than 14 Days prior to the Proposal due date may not be considered.
- **6.1.3.** 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.
- **6.1.4.** Only questions answered by formal written addenda shall be binding. Oral and other interpretations or clarifications shall be without legal effect. It is the Design-Builder's responsibility to be informed of any Addenda that have been issued and to adjust its Proposal accordingly.

#### 6.2. Revisions to the RFP

The City, at its option, 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.

Any changes to the Contract Documents through addendum are made effective as though originally issued with the Proposal. The Design-Builders shall acknowledge the receipt of Addenda at the time of Proposal submission.

#### 7. EXAMINATION OF PLANS, SPECIFICATIONS, AND SITE OF WORK

- **7.1.** Contract Documents may be obtained by visiting the City's website: <u>http://www.sandiego.gov/cip/</u>. Plans and Specifications for this contract are also available for review in the office of Purchasing & Contracting Department, Public Works Division.
- **7.2.** The Design-Builders shall carefully examine the Project Site, the Plans and Specifications, and other materials as described in or referenced by this RFP. The submission of a Proposal shall be conclusive evidence that the Design-Builder 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, local conditions, and as to the requirements of the Contract Documents.
- 8. CHANGES TO THE SCOPE OF WORK: Once a proposal has been accepted by the City and the award has been made, the Design-Builder shall immediately notify the City in writing of any proposed or anticipated change in the scope, contract amount, or contract time; and shall obtain the City's written consent to the change(s) prior to affecting them. In no event shall the City's consent be construed to relieve the Design-Builder from its duty to render all work and services in accordance with applicable laws and accepted industry standards

- **9. DESIGN SUBMITTALS:** The City's review of the Design-Builder's Design Submittals shall not relieve the Design-Builder from its responsibilities under the Contract, or be deemed to be an acceptance or waiver by City of any deviation from, or of the Design-Builder's failure to comply with, any provision or requirement of the Contract Documents, unless such deviation or failure has been identified as such in writing in the document submitted for acceptance by the Design-Builder and accepted by City. Where approval or acceptance by City is required, it is understood to be general approval only, and does not relieve the Design-Builder of responsibility for complying with all applicable laws and good professional practices as the Design-Builder shall be the Engineer of Record.
- **10. BONDS AND INSURANCE:** Prior to the award of the Contract (or Task Order), the Design-Builders shall submit evidence of separate bonds and insurance as specified in Section 5-4, "INSURANCE," of the City's standard specifications for public works construction unless specified otherwise in the Contract Documents.
- 11. SUBMITTAL REQUIREMENTS: PROPOSALS MUST BE RECEIVED NO LATER THAN THE DUE DATE AND TIME. Proposals may be withdrawn by the Design-Builder only up to the proposal due date and time.

IMPORTANT NOTE: Submission of the electronic proposals 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 that their bids / proposals are received on time by the City's eBidding system. The City of San Diego is not responsible for bids / proposals that do not arrive by the required date and time.

- **11.1. TECHNICAL PROPOSAL REQUIREMENTS:** Technical Proposals submitted in response to this RFP shall be in the following order and shall include:
  - Legal name of company.
  - Legal form of entity (partnership, corporation, joint venture, or other). If joint venture, identify the members of the joint venture, and provide all information required under this section for each member.
  - Year of establishment of entity.
  - If company is subsidiary of a parent company, identify the parent company.
  - Address of main office.
  - Address of San Diego satellite office if applicable.
  - Contact information for firm, including name, title, email address and telephone number.
  - Number of employees in San Diego County.
  - Applicable License(s):
  - City of San Diego Business License Number, including expiration date.

- State Contractor's License Number including expiration date, and all classifications. Professional Engineering/Architect License Number, including expiration date.
- Failure to provide all required information may result in the Proposal being considered non-responsive and ineligible for further consideration.
  - **11.1.1.** The Technical Proposal shall be concise, well organized, and demonstrate the Design-Builder's qualifications and experience applicable to the Project. The Technical Proposal shall be limited to 50 one-sided pages (8 1/2<sup>"</sup> × 11"), exclusive of resumes, graphics, forms, pictures, photographs, dividers, front and back cover, etc., that address the Technical Proposal contents; and of Equal Opportunity Contracting documentation. Font Type shall be Times New Roman in a minimum 12 Point font size, with a minimum 1" margin for text pages. A cover letter may be submitted but shall not contain any information that is a required element of the Technical Proposal. Any Technical Proposal that does not comply with these formatting standards may not be considered.
  - **11.1.2.** The Technical Proposals submitted in response to this RFP shall be in accordance with the requirements listed in ATTACHMENT G. The contents of the Technical Proposal shall be organized consistent with the format in Attachment G.
  - **11.1.3.** Design elements which deviate from the Scope of Work, City's design guidelines, or material substitutions which differ from the Approved Material List shall be highlighted in accordance with Attachment G.
  - **11.1.4.** Failure to comply with this section may render the Design-Builder's submittal non-responsive and ineligible for further consideration.

#### **11.2. PRICE PROPOSAL REQUIREMENTS**

- **11.2.1.** A clearly marked, signed PDF of the Price Proposal is to be submitted in a separate PDF. This <u>is not</u> to be included with the Technical proposal. Refer to Attachment H of this RFP for any Price Proposal forms required to be used.
- **11.2.2.** The Price Proposal shall be signed by an individual or individuals authorized to execute legal documents on behalf of the Design-Builder.
- **11.2.3.** The lowest proposed price is not the determining factor for award of this contract. See Attachment G for the criteria by which the proposals will be evaluated.
- **11.2.4.** In the event of any discrepancies, written numbers will govern over numerical. Also, the sum of all lump sum line items, unit price line items, allowance line items and any other priced items will govern over the "Total Design-Build Proposal" line item.
- **11.2.5.** The required EOCP information such as Subcontractor and Supplier listings shall be submitted as part of the Price Proposal.

#### 12. SELECTION CRITERIA AND SCORING

- **12.1.** An evaluation Panel comprised of representatives from the City will be established for this Project. The Panel may also include other interested parties such as additional participating agencies, representative from the community and other appropriate agencies such as the State Water Resource Control Board.
- **12.2.** Proposals will be ranked according to the selection criteria set forth in Attachment G.
- **12.3.** The Panel will review all proposals received. Interviews or presentations will be conducted as needed in accordance with Attachment G.
- **12.4.** Based upon this technical review, the Panel will rank the Design-Builders' proposals in accordance with the selection criteria set forth in Attachment G of this RFP.
- **12.5.** Once the Technical Proposals have been ranked by the Panel, the Design-Builders' price proposals will be made available to the panel and forwarded to EOCP for review and scoring of subcontractor participation. The EOCP score will then be added to the Design-Builders' cumulative scores.

#### 13. SUBCONTRACTOR INFORMATION:

13.1. 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 - General; 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.

- **13.2. 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.
- **13.3. 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 **non-responsive** and ineligible for award.

#### 14. AWARD

- **14.1.** After the Technical Proposals have been evaluated, scored and ranked; the Price proposals will be factored in according to the criteria set forth in Attachment G. A Design-Builder selection will then be made.
- **14.2.** The City will announce in writing to all the RFP participants the selected Design-Builder. The announcement will show the results of the evaluation. This notification to the Design-Builders shall constitute the public announcement of the selected Design-Builder. In the event that the selected Design-Builder is subsequently deemed non-responsive or non-responsible, a new public announcement will be provided to all proposers with the name of the newly designated selected Design-Builder.
- **14.3.** This RFP will not commit the City to award a contract, to defray any costs incurred in the preparation of a Proposal pursuant to this RFP, or to procure or contract for the Work.
- **14.4.** Selection announcements, contract awards, and all data provided by the City shall be protected by the Design-Builder from public disclosure. The Design-Builders desiring to release information to the public shall receive prior written approval from the City.

- **14.5.** Design-Builders who submit a response to this RFP agree to provide the required services in accordance with the terms and conditions noted in this RFP and its attachments upon award by the City. The agreement and other terms and conditions are included in the Design-Build Contract, The GREENBOOK, The WHITEBOOK, and the Supplementary Special Provisions (SSP).
- **14.6.** Any architectural firms, engineering firms, specialty consultants, or individuals retained by the City to assist in drafting the RFPs or the Project's preliminary design may not be eligible to participate in the competition with any Design-Build Entity without the prior written consent of City. Any architectural firms, engineering firms, specialty consultants, or individuals retained by the City to assist in drafting any Reference Documents, such as the Water Department's Master Plan and any other document that was not prepared specifically for this contract, are considered to be eligible to participate.
- **14.7.** To obtain the price Proposal 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 Proposal name and number. The Proposal tabulations will be mailed to you upon their completion. The results will not be given over the telephone.

#### 15. ADDITIONAL POLICIES, PROCEDURES, TERMS AND CONDITIONS

- **15.1.** The Program's Selection Process is based on the policies, procedures and guidelines set forth in the City Municipal Code Chapter 2, Article 2, Division 33.
- **15.2. Protests.** A Design-Builder may protest the award of the Contract to another Design-Builder in accordance with San Diego Municipal Code.
- **15.3.** Changes to Key Personnel and Substitution of Subcontractors. The Design-Builder shall not change or substitute any individual that is identified in its proposal as "key personnel" without the written consent of the City. The Design-Builder shall not change or substitute any material, supplier, or subcontractor identified in its Proposal without written consent of the City's consent will not be unreasonably withheld.
- **15.4. Project Team.** The Design-Builder shall maintain all representations, team members, and proposed tasks and work elements as valid, except for the schedule which may be adjusted as mutually agreed upon by the City and the Design-Builder.
- **15.5. Submittal of "Or Equal" Items.** See 4- 6, "Trade Names or Equals" in the SSP and as modified by the Scope of Work ATTACHMENT A.
- **15.6. Subcontract Limitations.** The Design-Builder's attention is directed to Standard Specification for Public Works Construction, Section 3-2, "SELF-PERFORMANCE", which requires the Design-Builder to perform not less than the specified amount under this RFP. Failure to comply shall render the Proposal non-responsive.
- **15.7.** San Diego Business Tax Certificate. All Contractors, including Subcontractors, not already having a City of San Diego Business Tax Certificate for the work contemplated

shall secure the appropriate certificate from the City Treasurer, Civic Center Plaza, first floor, before the Contract can be executed.

- **15.8. City Standard Provisions.** The work resulting from this RFP is subject to the following standard provisions. See The WHITEBOOK for details.
  - **15.8.1.** The City of San Diego Resolution No. R-277952 adopted on May 20, 1991 for a Drug-Free Workplace.
  - **15.8.2.** The City of San Diego Resolution No. R-282153 adopted on June 14, 1993 related to the Americans with Disabilities Act.
  - **15.8.3.** The City of San Diego Municipal Code §22.3004 for Pledge of Compliance.
  - **15.8.4.** The City of San Diego's Labor Compliance Program and the State of California Labor Code §§1771.5(b) and 1776.
  - **15.8.5.** 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.
  - **15.8.6.** The City's Equal Benefits Ordinance (EBO), Chapter 2, Article 2, Division 43 of The San Diego Municipal Code (SDMC).
  - **15.8.7.** The City's Information Security Policy (ISP) as defined in the City's Administrative Regulation 90.63.
- **15.9.** Prevailing Wage Rates Apply: Refer to Attachment D.
- **15.10. 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") <u>http://www.greenbookspecs.org/</u>	2021	ECPI010122-01
City of San Diego Standard Specifications for Public Works Construction ("The WHITEBOOK")* <u>https://www.sandiego.gov/ecp/edocref/greenbook</u>	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 <u>https://dot.ca.gov/programs/design/july-2023-ccs-standard-plans-and-standard-specifications</u>	2023	ECPD092023-05

Title	Edition	Document Number
CALTRANS Standard Plans https://dot.ca.gov/programs/design/july-2023-ccs-standard-plans-and- standard-specifications		ECPD092023-06
California Manual on Uniform Traffic Control Devices Revision 8 (CA MUTCD Rev 8) <u>https://dot.ca.gov/programs/safety-programs/camutcd</u>		ECPD032324-07
NOTE: *Available online under Engineering Documents and References at:   https://www.sandiego.gov/ecp/edocref/   *Electronic updates to the Standard Drawings may also be found in the link above		

### **CERTIFICATIONS AND FORMS**

The Proposer, by submitting its electronic bid or proposal, 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 submission are true and correct.

## 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.

## 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.

## 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 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.

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

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

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

#### **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.

#### COMPANY LETTERHEAD

#### **CERTIFICATE OF COMPLIANCE**

#### **Materials and Workmanship Compliance**

For Contract or Task\_\_\_\_\_

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

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

#### Material Description:

Manufacturer:
Model:
Serial Number (if applicable)
Quantity to be supplied:
Remarks:
Signed by:
Printed Name:
Title:
Company:
Date:

#### City of San Diego

**Engineering & Capital Projects Department** 

#### CONSTRUCTION MANAGEMENT AND FIELD SERVICES

## NOTICE OF MATERIALS TO BE USED

To:\_\_\_\_\_

Date: \_\_\_\_

Resident Engineer

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 4-1.11 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

## ATTACHMENTS

## ATTACHMENT A

## PROJECT DESCRIPTION, SCOPE OF WORK, TECHNICAL SPECIFICATIONS, AND/OR BRIDGING DOCUMENTS

## PROJECT DESCRIPTION, SCOPE OF WORK, TECHNICAL SPECIFICATIONS AND BRIDGING DOCUMENTS

#### 1. **PROJECT DESCRIPTION:**

- **1.1** This project includes the overlay of approximately 5.29 miles of existing roadway with asphalt concrete pavement, make subgrade repairs where needed, the assessment and replacement of curb ramps to meet Americans with Disabilities Act (ADA) compliant ramps, remove and replace cross gutters, installation of Type A Curb Outlets, remove and replace existing damaged sidewalk and curb/gutters. The scope of work includes but is not limited to:
  - a) The assessment, design and construction of 19 curb return corners for curb ramp installation. Location of these special design curb ramps are included in the Concrete Scope Sheets and indicated as Special Design ("S") as well as identified on the Resurfacing Limits Map Books provided in the Bridging Documents.
  - b) Install and replace 75 standard curb ramps, remove and replace cross gutters, remove and replace sidewalk and curb/gutters, replacement of alley aprons, replacement of driveways, installation of pedestrian barricades, installation, replacement or relocation of pedestrian push buttons as provided in the bridging documents.
  - c) Root pruning, crown reduction, installation of root barriers, tree removal, replacement of trees if within the curb ramp locations or transition areas as provided in the bridging documents.
  - d) Grinding, cold milling, hauling and disposal of the existing asphalt, installment of new pavement for approximately 5.29 miles, base repairs, raising appurtenances and survey monuments to grade, street sweeping, replacing vehicle detector loops and stubs and storm drain inlet protection as provided in the bridging documents.
  - e) Preparation of Engineered Traffic Control Plans for selected streets as indicated in the bridging documents.

#### 2. SCOPE OF WORK:

- **2.1** The Work and Services required of the Design-Builder include those during design and construction of the Project. The Design-Builder shall provide all management, supervision, labor, services, equipment, tools, supplies, temporary facilities, and any other item of every kind and description required for the complete design and construction of the Project.
- **2.2** The Design-Builder shall be responsible for performing and completing, and for causing all Sub-consultants/Subcontractors to perform and complete the design and construction of the Project as set forth in the Contract Documents.
- **2.3** The Design-Builder shall provide all Work and Services required by the Contract Documents, including those described as "if required," "if directed," "potential," "optional," "may," or similar adjectives and phrases. This work falls under the appropriate proposal items.

- **2.4** The Design-Builder covenants that the Services shall meet the performance expectations of the City as described in this Scope. The Design-Builder shall be responsible for achieving Completion of the Project as set forth in the Project Schedule, as the same may be extended from time to time pursuant to the provisions of the Contract.
- **2.5** The submission of a Proposal shall be conclusive evidence that the Design-Builder 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, the local conditions under which the Work is to be performed, and as to the requirements of the Proposal Documents, Plans, and Specifications.
- **2.6** As the Engineer of Work, the Design-Builder shall refer to the City's preliminary design information for the purpose of preparing a set of Plans and Specifications for the construction.
- **2.7** The Scope of Work and Services [Scope] shall also include but is not limited to the following:
  - **2.7.1** Conducting investigations and as-built research needed for the completion of design work.
  - **2.7.2** Preparing and completing 30%,100%, and Final design drawings. The Design-Builder is solely responsible for the preparation and completion of design plans for construction.
  - **2.7.3** Monitoring for potential of any hazardous materials and coordination with local resource agencies.
  - **2.7.4** Relocation, installation or replacement of pedestrian push buttons and pedestrian barricades.
  - **2.7.5** Coordination with the City Arborist for tree evaluation and recommendations for root pruning, crown reduction, installation of root barriers, removal and possible replacement of trees if not indicated in the bridging documents for arborist recommendations:
  - **2.7.6** Retain an Arborist during design and construction for recommendations, evaluation and coordination with the City Arborist.
  - **2.7.7** Value engineering.
  - **2.7.8** Additional potholing, if applicable.
  - **2.7.9** Performance and implementation of QA/QC.
  - **2.7.10** Clearing and Grubbing as well as replacement of damaged irrigation cause by construction of curb ramps.

- **2.7.11** Traffic control, striping, storm water permitting and compliance.
- **2.7.12** Surface restoration for each phase of the project shall occur at the completion of construction for that phase and not at the end of construction of all phases;
- **2.7.13** Coordinating with the City Project and Construction Managers and other utility owners/contractors; Coordinate utility relocations with utility owners; and
- **2.7.14** Scheduling, community outreach and public relations, and preparation of asbuilt drawings and mylars.
- **2.8** The Design-Builder shall use CADD in compliance with the City's "Consultant Standards for Preparation of PS&E."
- **2.9** The Design-Builder shall use the Primavera Project Management and Scheduling Software or equal. The Design-Builder shall submit and maintain a task oriented computerized schedule for completing the Work over the life of the Project in accordance with Section 6-1, "CONSTRUCTION SCHEDULE AND COMMENCEMENT OF THE WORK."
- **2.10** As required by California Government Code section 830.6, prior to construction, the design (including changes) for the Project and/or any portion thereof shall be approved by the Engineer.
- **2.13** Permit to work on private property acquisition.
- **2.14** If required to remove trees, Design-Builder shall draft watering agreements and provide to the property owners for signature. If watering agreement is signed by the property owner, the Design-Builder shall be responsible for installing a tree per the recommendation species by the City Arborist. If the watering agreement is not signed, the Design-Builder will not install a tree.

#### 3. CITY SERVICES:

- **3.1** The City will provide only the services listed in this section. All other services necessary for complete design and construction of the Project shall be provided by Design-Builder.
  - **3.1.1** Project Management and Administration. The City will respond to Design-Builder's written questions regarding Project definition and scope within 15 Working Days of receipt.
  - **3.1.2** Submittal Review and Approval. The City will review each submittal within 21 Working Days of receipt.
  - **3.1.3** Construction inspection, administration, and material testing
  - **3.1.4** Plan checking fees.
- **3.1.5** One-time orientation on the use of the Engineering and Capital Projects Department's GIS and other databases that the City makes available to the Design- Builder.
- **3.1.6** Easement Acquisition & Vacation, including right-of-way drawings.
- **3.1.7** Permit fees.
- **3.1.8** Survey Monument Preservation and Perpetuation and curb ramp staking for special design curb ramps.
- **3.1.9** Coordination with the City Arborist for tree evaluation and recommendations for root pruning, crown reduction, installation of root barriers, removal and possible replacement of trees

### 4. CITY PROVIDED INFORMATION:

- **4.1** The City will provide the following information to Design- Builder. The City does not guarantee the accuracy of this information. The Design-Builder shall conduct further research as necessary to verify the information.
  - **4.1.1** Access to existing topographic maps, San Diego Geographical Information Source (SanGIS) Maps, and electronic files in the possession of the Utilities Project Delivery Division. The Design-Builder's expenses for copying will be reimbursed by City unless the copying was performed using City equipment and supplies.
  - **4.1.2** City's QA/QC checklists.
  - **4.1.3** Access to Engineering and Capital Improvements Projects Department's online as-built drawings and available design survey information where available.
  - **4.1.4** Traffic Control development process.
  - **4.1.5** Estimate Asphalt Construction Quantities and Resurfacing Limits Map Books. The City has marked out areas of base repairs and limits of paving in the field. Areas of base repairs have been identified in the field as "DO."
  - **4.1.6** Concrete Quantity Scope sheet. The City has identified curb return corners and provided standard curb ramp types to be constructed. Curb return corners identified in the Concrete Scope sheet as Special Design ("S") are to be evaluated and designed by the Design-Builder.
  - **4.1.7** Arborist Table. The City has identified locations for tree related impacts to be addressed during construction. Recommendations from the City Arborist have been provided.

# 5 REVIEW OF THE DESIGN-BUILDER'S DESIGN SUBMITTALS:

**5.1** The Design-Builder shall allocate 21 Working Days for City to review and comment on each submittal and 2 weeks for the Design-Builder to respond and for final Working Days resolution of comments. To log and communicate the review comments, actions, and resolutions efficiently, the City intends to utilize a Microsoft Excel spreadsheet to manage the design submittal comments for 30%, 100%, and Final Designs. The Design-Builder shall review and respond to City's comments in the format provided by City.

# 6 COMMUNITY INPUT:

**6.1** The Design-Builder shall identify major community issues (e.g. access to the public facilities and businesses located within or near the Project area) and shall obtain and address community input. The Design-Builder shall attend at least 2 community presentation meetings of 2-4 hours each (usually scheduled prior to start of construction) and during construction as required by the City. The Design-Builder shall also prepare and receive City approval of hand-outs and displays for the community presentations. The Design-Builder shall prepare and implement a community relations plan as discussed later in Community Relations and Public Outreach Program section of this Scope. The Design-Builder shall also receive the Engineer's approval for night and after-hours work.

# 7 PHOTO LOG AND VIDEOTAPE:

- **7.1** The Design-Builder shall comprehensively photograph and videotape the Project Site before, during, and after construction of the Project. Prior to Acceptance, the Design-Builder shall prepare and submit the following items to City:
  - **7.1.1** a still-photo log including the photographs taken; and
  - **7.1.2** two copies of the Project CD in a form acceptable to City.
- **7.2** The Design-Builder shall request City's prior written approval for the use of digital photography and submit the relevant specifications for digital submittal with the request.

# 8 COORDINATION:

**8.1** The Design-Builder shall coordinate design and construction requirements with governmental entities and agencies, private utilities, and all other parties either involved in infrastructure improvements or otherwise affected by the design and construction requirements.

# 9 EXISTING INFORMATION:

**9.1** The City and the Design-Builder recognize that previous studies, designs and reports such as information provided in the Bridging Documents have developed a preliminary definition of the Project. However, these previous efforts have not resulted in a comprehensive and final Project definition. The Design-Builder shall

verify all information provided to it by the City pertaining to the Bridging Documents, conceptual plans, Project Site's description, rights-of-way, easements, surveys, existing utilities, soils, hazardous wastes and geotechnical reports, etc., and shall verify the data and recommendations prior to including them into the Project design. The Design Builder shall perform the engineering tasks necessary to further refine and optimize the Project, utilizing as much previous work as possible, ultimately leading to authorization-to-proceed for Construction with Final Design.

## 10 REQUESTS FOR CLARIFICATIONS OR INFORMATION:

**10.1** The Design-Builder shall submit all RFI's to the Engineer in writing. Oral communications shall not be relied upon unless confirmed in writing. RFI's shall be in a format acceptable to the Engineer, and, at a minimum, shall contain: the Project name and WBS number; the request date; the desired response date; a unique numeric request identifier; a title; a reference to the pertinent part of the Bridging Documents, the Design-Build Special Provisions, or other specific part of the Contract Documents; CPM activity number affected; the written request; the Design-Builder's proposed solution, if appropriate; attachments, if any; and the name, telephone number, e-mail address, and title of the request initiator.

## 11 SUBSTITUTIONS:

- **11.1** Prior to receipt of the final design, the City will consider written substitution requests from the Design-Builder for substitution of products or manufacturers, and construction methods (if specified). After the City receives the final design, substitution requests will be considered only in the case of unavailability of a product or other conditions beyond control of the Design-Builder. Design-Builder shall use Material Substitution request form included as part of Bridging Documents.
- **11.2** The Design-Builder shall have the full burden of demonstrating that the proposed substitution is equal to the specified manufacturer, product, or construction method. By the act of submitting a substitution request, the Design-Builder warrants that:
  - **11.2.1** The Design-Builder has investigated the proposed substitution and has determined that it is equal to or superior in all respects to the specified manufacturer, product, or construction method.
  - **11.2.2** The Design-Builder will provide the same or better guarantees or warranties for the proposed substitution as for the specified manufacturer, product, or construction method.
  - **11.2.3** The Design-Builder waives all claims for additional costs or extensions of time related to the proposed substitution that subsequently may become apparent.

- **11.3** The City will not accept a proposed substitution if any one of the following applies:
  - **11.3.1** Acceptance will require changes in the design concept or a substantial revision of the Contract Documents.
  - **11.3.2** Acceptance will delay completion of the Design-Builder's Work or Services or the work or services of other City contractors.
  - **11.3.3** The Design-Builder does not specifically identify a substitution that appears on a Shop Drawing and/or does not submit a formal substitution request.
- **11.4** The City will determine in its sole discretion whether the proposed substitute is equal to the specified manufacturer, product, or construction method. If the City determines that a proposed substitute is not equal to that specified, the Design-Builder shall provide the specified manufacturer, product, or construction method at no additional cost to the City or delay to the Project.
- **11.5** The City will consider only one substitution request for each product.
- **11.6** The Design-Builder shall submit a separate approved Shop Drawing for any proposed substitution that is accepted by the City. The City's acceptance of a substitution does not relieve the Design-Builder from the requirements for submission of Shop Drawings.

## 12 DESIGN CRITERIA AND PROCEDURE FOR REVIEW OF DESIGN MATERIALS:

- 12.1 General - The design criteria presented herein shall apply to the design and new construction and replacement of curb ramps, sidewalk, curb/gutter, cross gutters, site preparation, and restoration as outlined in the Bridging Documents. The Project shall be designed and constructed to provide a minimum service life of 50 years. Construction of the Project shall cause minimum interruptions to the community and traffic. Changes to the information provided in the Bridging Documents e.g., curb return locations, curb ramps; and construction methods shall be made only if approved by the City. The City has provided Estimated Asphalt Construction Quantities and Resurfacing Limits Map Books with the recommended resurfacing recommendations and base repair quantities for each street segment. The City has also provided Concrete scope sheets with recommended curb ramp types for curb returns evaluated by the City. Those curb return corners indicated as Special Design ("S") shall be evaluated, designed and constructed by the Design Builder. Any survey needed to complete the design of these special design curb ramps shall be performed by the Design-Builder.
- **12.2** *Design Responsibilities* The Design-Builder shall provide all Services for the Project. The Services shall include preparing the 30%,100% and Final Design plans for the Project [Final Design], including all necessary design and/or Construction Documents. The Services shall also include those required during construction, and Project Completion. The Services shall be performed in accordance with all Applicable Laws and City policies.
  - **12.2.1** The Design-Builder shall provide complete design for all elements of the Project (as applicable) such as: civil, environmental and specialty consulting

areas. Design-Builder shall evaluate alternative construction approaches to ensure economical designs which optimize constructability yet meet all requirements of this Contract, including all applicable laws and applicable architectural concepts, and conceptual designs.

- **12.2.2** The Design-Builder shall incorporate the requirements of permitting agencies as may become apparent in the course of Project design. The Design-Builder shall apply for and secure all permits and provide all necessary reports, studies, and support required to obtain the permits. Permit and utility fees, if any, will be paid by the City. In addition, the Design-Builder shall research and comply with all Air Pollution Control District and noise abatement requirements, along with any hazardous materials management requirements of NFPA, Cal-OSHA and the City Fire Department. The Design-Builder shall develop a Water Pollution Control Plan (WPCP) and a hazardous materials management plan, if required. If required, the Design-Builder shall incorporate appropriate facilities into the design.
- **12.2.3** With prior authorization from the Engineer, the Design-Builder shall provide additional geotechnical investigations and potholing to the extent the Design-Builder determines that they are necessary for Final Design.
- **12.2.4** The City has provided Estimated Asphalt Construction Quantities and Resurfacing Limits Map Books with the recommended resurfacing recommendations and base repair quantities for each street segment. Base repair locations have been marked out and identified in the field as "DO."
- **12.2.5** The City has also provided Concrete scope sheets with recommended curb ramp types for curb returns evaluated by the City. These locations are approved for construction. The Design Builder is responsible to complete the design and evaluation for the curb ramps identified in the Concrete Scope sheet with as Special Design ("S") and as indicated on the Resurfacing Limits Map Books.

# 13 SURVEYING:

- **13.1** Should the Design-Builder require survey to complete Design, the Design-Builder will be required to perform the survey using a licensed Surveyor.
- **13.2** Monument perpetuation will be performed by the City as well as construction staking for Special Design Curb Ramps.

### 14 AS-BUILT INFORMATION:

**14.1** The Design-Builder shall obtain and review record drawings and as-built information from available public records, maintenance records, and Average Daily Traffic (ADT) counts, etc. if needed in addition to the information in the Bridging Documents.

## 15 ENVIRONMENTAL AND PERMIT SUPPORT:

This Scope is based on the Notice of Exemption for AC Overlay Group 2403, Notice of 15.1 Exemption for AC 2301, AC 2302, AC 2305 and AC 2306, as well as Notice of Exemption for Asphalt Concrete Overlay (AC) 2301, 2305 and 2306. which is included in the Bridging Documents. The Design-Builder shall identify all permits required for the Project as well as all requirements for those permits. All permits shall be acquired by the Design-Builder and the costs thereof paid by City. At the 100% and Final Design completion levels, the Design-Builder shall submit to City a written list of permits required for the Project. The Design-Builder shall identify all permitting agencies and authorities having jurisdiction. The Design-Builder shall prepare permit applications and submit the applications to the Engineer for review. The Design-Builder shall provide technical services as required by the permitting agencies during permit acquisition. The Design-Builder shall incorporate mitigation provisions and DSD review requirements, including the certified CEOA document into the Construction Documents. The Design-Builder shall identify and estimate quantities of BMP's to comply with WPCP requirements.

## 16 OWNER/GOVERNMENTAL APPROVALS:

**16.1** The Design-Builder shall obtain all City and other jurisdictional agency approvals as required to implement the design and construction of the Project. The City received an environmental document for the Project. During the Final Design process, if the Design-Builder modifies the Project such that a revision of the environmental document is required, the Design-Builder shall be responsible for all work required for implementing a revision, including preparation of revised documentation and coordination with City staff. The Work shall not proceed on the Project until the environmental requirements are met to the satisfaction of the City. There shall be no additional time allowed in the contract for processing and approval of revised permit documents. The cost associated with implementing both the design and construction changes as a result of the Design-Builder modifications shall be the responsibility of the Design-Builder and will not be compensated by the City.

# 17. POTHOLING:

- **17.1** The Design-Builder shall have full responsibility for assessing, reviewing and verifying existing utility information and data. The Design-Builder shall excavate sufficient potholes to verify locations and elevations at utility crossings and existing piping to be removed or replaced in the Project. The Design-Builder shall immediately notify the City of any damage caused to the pipe during potholing activities.
- **17.2** The Design-Builder shall provide all services related to the excavation and backfilling of potholes. Pothole excavations shall be in compliance with CAL-OSHA and City safety requirements, and any excavations left open shall be covered with steel plates.
- **17.3** The Design-Builder shall restore and clean-up all work sites.

- **17.4** All utility excavations shall be tied to the horizontal and vertical control information provided by the Design-Builder's survey for this Project. The Design-Builder shall provide the City with a summary which shall include:
  - **17.4.1** Utility.
  - **17.4.2** Conduit quantity, type, and size.
  - **17.4.3** Depth to top of conduit.
  - 17.4.4 Horizontal coordinates (NAD 83).
  - **17.4.5** Surface elevation (M.S.L).
  - **17.4.6** Top elevation of conduit.
- **17.5** At the completion of examining each pothole, the Design-Builder shall:
  - **17.5.1** Replace the pipe bedding which was removed. Tamp and compact to provide suitable support for the pipe.
  - **17.5.2** Backfill and cover the pipe with native soil.
  - **17.5.3** For those pothole excavations located in the roadway, trench resurfacing shall comply with SDG-123 and SDG-107, as needed
- **17.6** The Design-Builder shall provide construction staging, noise and dust control, and traffic control as required during excavation for potholing to minimize impacts on local neighborhoods.
- **17.7** The Design-Builder shall restore to their in-kind condition, as determined by City, all streets, curbs, gutters, sidewalks, private properties and other improvements damaged as a result of the Design-Builder's activities.
- **17.8** The Design-Builder shall submit potholing information to the Engineer for review.
- **17.9** The Design-Builder shall not perform any additional potholing unless authorized in writing by the City.

# 18 **RESURFACING TREATMENT:**

**18.1** The City has provided Resurfacing Limits Map Books and Estimated Asphalt Construction Quantity scope sheets in the bridging documents. The City has also marked out locations of base repairs and limits of paving in the field. Any changes to the limits of paving or resurfacing treatment shall be reviewed and approved by the City.

# **19. REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS:**

**19.1** The Design-Builder shall conduct field investigations, including potholing of underground facilities, take field measurements, and verify field conditions. The Design-Builder shall carefully compare such field conditions and other information known to the Design-Builder with the Contract Documents before commencing Work

and/or Services. The Design-Builder is solely responsible for investigation and discovery of all field conditions notwithstanding any information provided by City in the Contract Documents or otherwise. City has made an effort to eliminate errors, omissions, and inconsistencies in the Contract Documents. The Design-Builder, however, shall bring to City's attention for clarification any errors, omissions, or inconsistencies prior to submission of the Design-Builder's Proposal. Otherwise, the Design-Builder shall take responsibility for any costs or delays associated with such error, omission, or inconsistency.

## 20. LOCAL CONDITIONS:

- **20.1.** The Design-Builder shall take steps reasonably necessary to ascertain the nature and location of the Work, and investigate and satisfy itself as to the general and local conditions that are applicable to the Work, including but not limited to:
  - **20.1.1** Conditions bearing on transportation, disposal, handling, and storage of materials;
  - **20.1.2** The availability of labor, materials, water, power, and roads;
  - **20.1.3** Weather conditions;
  - **20.1.4** Physical conditions at the Project Site;
  - **20.1.5** The surface conditions of the ground; and
  - **20.1.6** The character of equipment and facilities needed prior to and during the performance of the Work.

### 21. ACCESS TO THE WORK:

**21.1** The Design-Builder shall provide the City and utility owners with access to the Project Site and provide coordination and time for work to be accomplished at all times.

### 22. SUPERVISION:

**22.1** The Design-Builder shall supervise and direct the Work in accordance with accepted standards of professional skill and attention. The Design-Builder shall be solely responsible for and have control over design and construction means, methods, techniques, sequences, and procedures. The Design-Builder shall not be relieved of obligations to perform the Work in accordance with the Contract Documents by tests, inspections, acceptances, or approvals required or performed by persons other than The Design-Builder. The Design-Builder shall employ a competent superintendent and a necessary assistant who shall be present at the Project Site at all times that Work is being performed. The superintendent shall represent the Design-Builder, and communications given to the superintendent shall be as binding as if given to the Design-Builder.

## 23. AUTHORIZATION TO PROCEED:

- **23.1** Following each design review, the Design-Builder shall meet with the Engineer to:
  - **23.1.1** Discuss the comments and responses, and to resolve all open issues and disagreements;
  - **23.1.2** Confirm the next level of design development; and
  - **23.1.3** Obtain written authorization to proceed with the next design level; and
  - **23.1.4** Obtain written authorization to proceed with construction.

## 24. DESIGN CALCULATIONS:

**24.1** The Design-Builder shall include design calculations, catalog cuts, computations, telephone and facsimile records, and other similar documents supporting all elements of the Design-Builder's design with the Design-Builder's final signed and stamped calculations. The Design-Builder shall provide catalog cuts and manufacturer's data included with the final Project calculations for each approved material listed in the specifications or identified on the drawings

## 25. PLAN CHECKS - AT MAJOR COMPLETION LEVELS, DESIGN:

- **25.1** The Design-Builder shall submit written estimates of plan checks required to complete the Project. In the written estimates, the Design-Builder shall:
  - **25.1.1** Identify all authorities having jurisdiction, including but not limited to the City Planning Division, Development Services Department, the City Traffic Section of Construction Management and Field Services, and other utilities. City will prepare plan check applications and submit the applications to the authorities having jurisdiction. Payment for plan check applications shall be made by City.
  - **25.1.2** Submit hard and electronic copies of written design submittal comments from City and other utilities or agencies, annotated to indicate the Design-Builder's responses, final disposition of comments, and incorporate into the Final Design documents.

### 26. SHOP DRAWINGS, MATERIAL SUBMITTALS AND SAMPLES:

- **26.1** The Design-Builder, as the Engineer of Record, shall review and approve Shop Drawings, Material Submittals and Samples prior to procurement.
- **26.2** The Design-Builder shall determine and verify all of the following prior to procurement:
  - **26.2.1** Field measurements, quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto.
  - **26.2.2** Products with respect to intended use, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work.

- **26.2.3** Information relative to the Design-Builder's sole responsibilities in respect of means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto.
- **26.3** Prior to approving Shop Drawings, Material Submittals or Samples, the Design-Builder shall review and coordinate each Shop Drawing, Material Submittals or Sample with other Shop Drawings, Material Submittals and Samples, and with the requirements of the Work and Contract Documents.
- **26.4** The Design-Builder shall carefully review Shop Drawings, Material Submittals and Samples and shall date, sign, and certify each submittal as being correct and in strict conformance with the Contract Documents. In the case of Shop Drawings, each sheet shall be so dated, signed, and certified. The Engineer will require 3 copies of approved submittals prior to procurement for QA/QC purposes and will not accept any submittals which have not been certified by the Design-Builder to be in compliance with the Contract requirements, and will return any non-certified submittals to the Design-Builder. Any delays caused by the Design-Builder's failure to so certify shall be the total responsibility of the Design-Builder.
- **26.5** With each submittal, the Design-Builder shall give the Engineer separate specific written notice of any variations between the Shop Drawing, Material Submittals or Sample submitted and the requirements of the Contract Documents. Additionally, the Design-Builder shall include a specific notation for City's acceptance of each such variation on each Shop Drawing, Material Submittals and Sample submitted.
- **26.6** City's acceptance of Shop Drawings, Material Submittals and Samples shall be for the sole purpose of determining whether the Shop Drawings, Material Submittals and Samples will, after installation or incorporation into the Work, conform to the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole.
  - **26.6.1** City's acceptance shall not extend to means, methods, techniques, sequences, or procedures of construction, except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract Documents.
  - **26.6.2** City's review and acceptance of a separate item as such shall not indicate approval of the assembly in which the item functions.
  - **26.6.3** City's review of Shop Drawings shall not relieve Design-Builder of the entire responsibility for the correctness of details and dimensions. The Design-Builder shall assume all responsibility and risk for any misfits and/or malfunctions due to any errors in the Design-Builder's submittals. Design-Builder shall be responsible for the dimensions and the design of adequate connections and details.

- **26.7** City's acceptance of Shop Drawings, Material Submittals or Samples shall not relieve the Design-Builder from responsibility for variations from the requirements of the Contract Documents, unless:
  - **26.7.1** The Design-Builder in writing called attention to each such variation at the time of submission of the Shop Drawing, Material Submittals or Sample; and
  - **26.7.2** City has specifically accepted in writing, either on the Shop Drawing or accompanying the Sample or Material Submittal each such variation.
- **26.8** The Design-Builder shall be solely responsible for any costs arising from the Design-Builder's failure to submit and/or receive City's acceptance of a Shop Drawing, Material Submittal or Sample as required by the Contract Documents or the City-accepted schedule of Shop Drawings and Sample submissions.
- **26.9** Shop Drawing Submittal Procedures:
  - **26.9.1** The Design-Builder shall submit 3 copies of each approved Shop Drawing to the Engineer for QA/QC purposes.
  - **26.9.2** The Design-Builder shall use a separate transmittal form for each specific item or class of material or equipment for which a submittal is required. The Design-Builder may use a single transmittal form for multiple items only when the items taken together constitute a manufacturer's "package" or are so functionally related that expediency indicates review of the group or package as a whole. The Design-Builder shall collate a multiple-page submittal into sets, and each set shall be stapled or bound, as appropriate, prior to transmittal to the Engineer.
  - **26.9.3** The Design-Builder shall use a Project-standard transmittal form accepted by the Engineer. The transmittal form shall identify the Design-Builder and include the date of the submittal, the information prescribed by the form, and a unique sequential number in a format approved by the Engineer. If applicable, the Design-Builder shall process transmittal forms to record actions regarding sample installations.
  - **26.9.4** For each submittal and using a label and/or a rubber stamp, the Design-Builder shall include the following information in the same or a substantially similar form:

Submittal No.
Contract No.
Project Name:
Name of Design Builder:

Reviewed and Documents:	Approved	for	Conformance	with	the	Contract
Printed Name:						
By: (Signature)						
Reference Draw	ing Sheet N	o's:				
Reference Spec	Section No's	5:				

- **26.9.5** The Engineer will return at least one copy of each submittal with City's written comments to the Design-Builder within 40 Working Days following receipt of the submittal by the Engineer. If the Design-Builder fails to provide a complete and acceptable first re-submittal, as determined by the Engineer, City may deduct from the Contract Price the costs of City review beyond the first re-submittal.
- **26.9.6** Corrections indicated on submittals shall be considered as changes necessary to meet the requirements of the Contract Documents and shall not be taken as the basis for changes to the Contract requirements. City shall not be liable for any costs associated with fabrication or manufacture of an item that occurs prior to City's acceptance of the associated shop drawing submittal.
- **26.9.7** The Design-Builder shall maintain an accurate submittal log. The log shall show the current status of submittals and the Design-Builder shall make the submittal log available for City's review upon request.
- **26.9.8** Submittal Format for Shop Drawings:
  - 1. For Shop Drawings presented on sheets larger than 11 by 17 inches, the Design-Builder shall include on each drawing the drawing title, number, date, and revision numbers and dates.
  - 2. For Shop Drawings presented on sheets 11 by 17 inches or less, the Design-Builder shall conform to the format and quantity requirements for product data, and present the Shop Drawings as a part of the bound volume for the submittals required by this Section.
  - 3. Except for diagrams and schematic drawings, Design- Builder shall prepare dimensioned drawings to scale. The Design-Builder shall identify materials and products for work shown.
  - 4. The Design-Builder's Shop Drawings shall be not less than 8½ by 11 inches nor more than 30 by 42 inches.
  - 5. The Design-Builder shall submit detailed drawings and descriptions of proposed deviations from details or component arrangement indicated on the Shop Drawings.

- 6. The Design-Builder shall provide finished drawings for City review indicating proposed installation of Work, and materials and equipment being furnished.
- 7. City will not accept Shop Drawings that are either:
  - i) Copies of plans; or
  - ii) Materials or equipment identified solely by catalog numbers.
- 8. To enable City's acceptance, the Design-Builder shall ensure that the data shown on Shop Drawings is complete with respect to dimensions, design criteria, material of construction, and other detail. Incomplete submittals will be rejected.
- **26.9.9** Submittal Format for Product Data:
  - 1. The Design-Builder shall present product data submittals for each specification section as a complete, bound volume, including a table of contents that lists page and catalog item numbers for product data.
  - 2. The Design-Builder shall clearly indicate each product that is being proposed for use by inserting a stamped arrow, cloud, or other prominent notation that identifies the pertinent specification section and paragraph numbers. City will reject product data submittals that are not clearly marked.
  - 3. If product data satisfying submittal requirements does not exist, the Design-Builder shall create and submit to City the required product data, including a notation that the product data was created specifically for the Project.
  - 4. The Design-Builder shall furnish to City catalog data that describes in detail the products being furnished and enables the Engineer to determine that the products submitted conform to the requirements of the Contract Documents.
  - 5. If more than one style, size, capacity, etc. of a product appears on a sheet, the Design-Builder shall clearly indicate exactly which product type is being submitted for approval. City will reject any submittal that fails to conform with this requirement.
  - 6. The Design-Builder shall ensure that the catalog data identifies the manufacturer of the product.
- **26.9.10** Submittal Format for Samples: The Design-Builder shall label or tag each sample, identifying the specification Section number, manufacturer's name and address, brand name, product identification number, and intended use in the Work.

# 27. DESIGN DEVELOPMENT:

**27.1.** The Design-Builder shall design the Project in compliance with all applicable laws, City and other local, state, and federal standards, and applicable industry standards and codes, including but not limited to those specifically set forth in the Contract

Documents, the Approved Materials List, City noise and air pollution emissions regulations, applicable hazardous material handling and disposal regulations, the City's policies, and all other Reference Specifications approved by City at the time of Award.

- **27.2.** The Design-Builder shall prepare and submit design packages for review and acceptance by City in accordance with City's guidelines and the Project Schedule. The Design-Builder's use of City's guidelines shall not reduce, change, mitigate, or absolve the Design-Builder's responsibility for the Project design in any way. The Design-Builder's acts of stamping and signing the drawings, specifications, calculations, or other final design documents shall mean that the Design-Builder understands, accepts, and approves all measures contained in or implied by City's guidelines.
- **27.3.** The Design-Builder shall use the Bridging Documents as the starting point for Project design. The Final Design shall be based on the concepts in these documents. The Design-Builder shall review the Bridging Documents and verify the data and recommendations (i.e., proposed locations and conceptual plans) prior to including them in the Project design. The Design-Builder shall perform the engineering tasks necessary to refine and optimize the Project, including but not limited to reevaluation and necessary modification of questionable/pending proposed locations contained in the Bridging Documents.
- **27.4.** The Design-Builder shall submit the Final Design documents to the Engineer. In addition to the deliverables specified in subsection 29.7 the Final Design documents shall also include but not be limited to:
  - **27.4.1.** One complete set of full sized (24-inch x 36-inch) original mylar final drawing plots, each stamped and wet signed by qualified responsible engineers registered in the state of California. Applicable portions of the drawing title blocks shall also be signed by the Design-Builder.
  - **27.4.2.** Two complete electronic file sets of all final drawings on CD-Rewritable (RW) recordable disks in Bentley Connect ORD Version 10.12. or at the City's request converted files from Bentley Connect ORD Version 10.12 to AutoCAD.
  - **27.4.3.** One PDF of final specifications, stamped and signed by a qualified responsible engineer registered in the state of California.
  - **27.4.4.** Two complete electronic file sets of the final specifications in MS Word processing software format.
  - **27.4.5.** One complete set of engineering calculations and quantity take-offs. All elements of the Final Design presented shall be supported by calculations. All computer programs used in development of Project calculations shall be Windows compatible. Catalog cuts and manufacturer's data shall be provided for each approved material listed in the specifications or identified on the drawings, and shall be included with the final Project calculations.

- **27.4.6.** A written list of required Shop Drawings (construction submittals) and Samples and an electronic file of the list on a recordable CD-RW in the latest version of MS Word processing software.
- **27.4.7.** Other reports and documents as may be required by City.
- **27.5.** Procedures and time allowances for City's review of the design submittal, response by the Design-Builder to City's comments, and obtaining City's authorization to proceed to the next level of design shall be as stated in this Scope and the Project Schedule.
- **27.6.** In coordination with Traffic Section of Construction Management and Field Services, the Design-Builder shall develop a traffic control plan and local access management plan that minimizes environmental and traffic impacts, including noise impacts, to residences, businesses, and institutions. The final traffic control plan must be approved by City's Traffic Section of Construction Management and Field Services. The Design-Builder shall maintain an appropriate level of access and site security at all Project facilities to avoid significant impacts to the public.
  - **27.6.1.** The Design-Builder shall prepare a preliminary traffic control approach for City's review and approval prior to preparation of traffic control plans.
  - **27.6.2.** The Design-Builder shall complete and update a Traffic Control Plan Information Sheet available from the City.
  - **27.6.3.** The Design-Builder shall include Typical Cross Sections on traffic control plans identifying the construction work areas if required by Traffic Engineering.
  - **27.6.4.** The Design-Builder shall address and include in the traffic control plans and specifications coordination of traffic control among adjacent Projects during construction.
  - **27.6.5.** The Design-Builder shall obtain approval for traffic control plans.
- **27.7.** The Design-Builder shall provide designs for the relocation of public or private utilities which must be constructed or relocated as a result of the Project.
- **27.8.** The Design-Builder's design shall comply with the ADA and Title 24. Two curb ramps per curb return shall be evaluated at all intersections.
  - **27.8.1** For curb returns with existing single curb ramps, if the designer finds it technically infeasible to install a curb ramp for each pedestrian crossing, any existing single curb ramps with 36" deep detectable warning tiles (DWT) at the apex may be maintained provided it is not damaged and complies with the most current adopted City Standards.
  - **27.8.2** For curb returns with no existing curb ramps, if the designer finds it technically infeasible to install a curb ramp for each pedestrian crossing, install a single blended transition, or a single modified curb ramp design with an extra wide opening per current City standards. If the designer finds it technically

infeasible to install a single blended transition or single modified curb ramp design with an extra wide opening, a single curb ramp per current City Standards may be installed at the apex of the curb return.

- **27.8.3** Where it is technically infeasible to meet any requirements from the City Standards, a Deviation From Standards Form shall be prepared.
- **27.9** The Design-Builder shall prepare and incorporate into the specifications, a Water Pollution Control Plan (WPCP) to be implemented during construction. The WPCP shall comply with the California Regional Water Quality Control Board Statewide General Construction Storm Water permit current requirements.
- **27.10** The Design-Builder shall evaluate and replace all damage cross gutters. If the cross gutter does not meet current standards (10 ft wide per SDG-157), the cross gutter shall be replaced. Spandrels shall be poured monolithic with the curb per standard drawing SDG-157. The Design-Builder shall evaluate all intersections and design and install any new cross gutters where applicable. The City has provided locations where cross gutters shall be replaced in the Resurfacing Limits Map Books provided in the Bridging Documents. The Design-Builder shall design and replace cross gutters not meeting current standards and/or design and install any new cross gutters where applicable if not indicated in the Resurfacing Limits Map Books and approved by the City.
- **27.11** In coordination with the City of San Diego Arborist, the Arborist Table has been included in the Bridging documents for tree related locations identified by the City. Any other tree related damage shall be evaluated and recommended for root pruning, crown reduction, installation of root barriers and tree removal and/or tree replacement shall be coordinated with the City of San Diego Arborist. Prior to the replacement of a tree, the Design-Builder shall obtain a watering agreement from the adjacent property owner and shall be responsible for the plant establishment period of 90 days. If trees are to be removed and replaced, an additional 90 days will be granted for the plant establishment period. During Construction and Design, the Design Builder shall retain an Arborist to provide recommendations and evaluations.
- **27.12** The Design-Builder shall prepare a construction quantity takeoff at 100% and Final submittals.
- **27.13** The Design-Builder shall revise plans and specifications to incorporate comments received from the City, City-wide plan check, and from the permitting agencies.

### 28. STORM WATER MANAGEMENT DISCHARGE CONTROL:

28.1 The Design-Builder shall comply with Chapter 4, Article 3, Division 3 of the San Diego Municipal Code, Storm Water Management Discharge Control and the Municipal Storm Water Permit (MS4) Permit, California Regional Water Quality Control Board Order No. R9-2013-0001 (amended by R9-2015-0001 and R9-2015-0100), Storm Water Standards Manual, as amended from time to time, and any and all Best Management Practice (BMP) guidelines and pollution elimination requirements as may be

established by the Enforcement Official. Design-Builder warrants and certifies that any and all plans, reports, and specifications prepared for the City in accordance with this agreement shall meet all requirements of the San Diego Municipal Code and Storm Water Standards Manual. Design-Builder understands that while the City will be reviewing Design-Builder's designs for storm water permit compliance prior to acceptance of Design-Builder's designs, Design-Builder understands and agrees that the City's Storm Water review process and its acceptance of Design-Builder's designs in no way limits the Design-Builder's obligations under this agreement to prepare designs that comply with all requirements of the San Diego Municipal Code and MS4 Permit.

- **28.2** The Design-Builder shall review the completed Storm Water Applicability Checklist (DS-560) to confirm the project's appropriate storm water requirements. For all applicable projects, and to the maximum extent practicable, the Design-Builder shall incorporate and include Source Control and Low Impact Development (LID) design features or Site Design BMPs on the construction plans. In addition, for Priority Development projects, the Design-Builder shall prepare a Storm Water Quality Management Plan in accordance with the requirements of the Storm Water Standards Manual and prepare a BMP plan showing all permanent BMPs, LID designs, hydromodification management plan facilities, and include sufficient details and cross sections for construction.
- **28.3** Design-Builder shall attend the Pre-construction meeting. The Engineer will coordinate with the Design-Builder on the inspection of the permanent BMP(s) during installation. Design-Builder shall inspect and confirm that the permanent BMP was installed in accordance with the details on the plans and that the permanent BMP functions to meet the requirements of the MS4 Permit. Upon notification by the Engineer, the Design-Builder shall sign and stamp the Permanent BMP Self Certification on the plans or the Permanent BMP Self Certification Form (DS-563) prior to final acceptance by the City.
- **28.4** For projects requiring soil-disturbance work such as geotechnical borings, street coring and potholing as component of the design, the Design-Builder shall complete a Minor Water Pollution Control Plan (DS-570), if applicable.

# 29. DESIGN SUBMITTALS:

**29.1** General: The Design-Builder shall ensure that all design submittals conform to the requirements described in this Section. City will reject any submittal that fails to meet the requirements described in this Scope and elsewhere in the Contract. City shall not grant a schedule adjustment for the Design-Builder's failure to meet these requirements. In each submittal the Design-Builder shall identify any variances from the Contract Documents. City may reject any design submittal for the Design-Builder's failure to identify variances, regardless of the timing of the discovery of the failure. The Design-Builder shall respond in writing to all City comments on each design submittal within 10 Working Days of the date of transmittal of the comments. The Design-Builder shall submit a completed QA/QC checklist at each design submittal. Curb ramps identified by the Design-Builder after 30 percent review by the City as meeting City of San Diego Standard drawings and do not require design details (horizontal and vertical plans) or

schematic details and approved by the City may only require one review prior to approval for issuance for construction. The plan preparation described in this section is applicable to those curb returns identified in the Concrete Scope Sheet and the Resurfacing Limits Map Books in the Bridging Documents as Special Design ("S"). The City has provided Resurfacing Limits Map Books, have marked out locations of base repairs and have identified standard ramp types for some curb return locations and provided the information in the Bridging Documents and is not applicable to this section.

- **29.2** 30 percent design Submittal The 30 percent design submittal shall include but not be limited to:
  - **29.2.1** Designs for construction of new facilities and for refurbishment and demolition of existing facilities.
  - **29.2.2** Incorporation of the information contained in the Bridging Documents
  - **29.2.3** Drawings that shall include at a minimum:
    - 1. Title sheet with general notes, vicinity map, key map and legend.
    - 2. Preliminary list of construction drawings on cover sheet.
    - 3. Curb Ramp Table with the proposed curb ramp(s) at each curb return location. Each Curb Ramp to be numbered.
    - 4. Locations of proposed cross gutter removal, replacement, or installation of new cross gutters.
    - 5. Preliminary site plan including construction staging areas (if applicable)
    - 6. Other drawings or details, as applicable to show information from predesign maps.
    - 7. List of special conditions, if any.
    - 8. Drawings shall show all existing and proposed ramps labeled numerically.
    - 9. Traffic control concept plans (traffic control approach) if applicable.
    - 10. Specification table of contents prepared in The GREENBOOK format.
  - **29.2.4** Compliance with the City's 30% QA/QC checklist.
- **29.3** 100 percent design Submittal The 100 percent design submittal shall include but not be limited to:
  - **29.3.1** Designs for construction of new facilities, and refurbishment and demolition of existing facilities.

- **29.3.2** Updated and incorporated information and comments from the 30 percent design submittal.
- **29.3.3** Completed and reviewed curb ramp table and designed curb ramps (horizontal and vertical) and/or schematic detailed curb ramps.
- **29.3.4** Location of proposed cross gutter removal, replacement or installation of new cross gutters
- **29.3.5** Location of construction staging areas (if applicable).
- **29.3.6** A written list of permits required for the Project, identifying all permitting agencies and authorities having jurisdiction.
- **29.3.7** Compliance with the City's 100% QA/QC checklist.
- **29.4** Drawings that shall include at minimum:
  - **29.4.1** Plan and profile sheets for all designed curb ramps
  - **29.4.2** Identification of both special and standard details or schematic drawings.
  - **29.4.3** A complete list of construction drawings on cover sheet.
  - **29.4.4** Completed Curb Ramp table, designed curb ramps (horizontal and vertical), and schematic details.
  - **29.4.5** Location of proposed cross gutter removal, replacement or installation of new cross gutters including a detail design or schematic drawing of new cross gutters.
  - **29.4.6** A complete site plan including construction lay down areas, site grading, and erosion control, if applicable.
  - **29.4.7** Other drawings such as traffic control plans as applicable.
  - **29.4.8** Erosion control plan, storm water pollution prevention BMP's, landscaping plan, and habitat restoration, success criteria, long term maintenance, and conformance to the Multiple Habitat Planning Area land use adjacency guidelines as applicable.
  - **29.4.9** List of special conditions, if any.
  - 29.4.10 Compliance with The City's QA/QC checklist.
  - **29.4.11** Quantity take-off per plan sheet.
  - **29.4.12** A complete draft of specifications in The GREENBOOK format including:
    - 1. Table of contents.
    - 2. The Design-Build Special Provisions.

- **29.5 Final Design Submittal** The Design-Builder shall submit a pre-Final Design to the Engineer, which shall include but not be limited to:
  - **29.5.1** Updated and incorporated information and comments from the 100 percent design Submittal.
  - **29.5.2** Comments from permitting agencies, including a log of comments and responses.
  - **29.5.3.** A current written list of permits including environmental permits required for the Project, identifying all permitting agencies and authorities having jurisdiction, and status and copies of permit approvals.
  - **29.5.4** City will review the Pre-Final Design and return comments to the Design-Builder. The Design-Builder shall, within 20 Working Days of receipt of City's comments, submit a Final (100%) Design to the Engineer, which shall include but not be limited to:
    - 1. Updated and incorporated comments from the Pre-Final Design Submittal.
    - 2. Final drawings and calculations must be stamped and signed by a professional engineer. Also, the City requires the original wet-signed mylars be held in City files as legal records of the Project. Deviation from Standards must be completed, stamped and signed by a professional engineer and submitted to the City.
  - **29.5.5** Final design drawings for construction of new facilities, and refurbishment and demolition of existing facilities<del>.</del>

# 29.6 Design Submittal Deliverables:

- **29.6.1.** The Design City Engineer in the form of 7 sets of full sized (24-inch x 36- inch) drawing prints and a PDF of the final drawings, specifications, and cost estimate.
  - 1. Drawing format shall conform to the City of San Diego CADD Standards and City provided "T" files. The standard scales are 1"=40' for plans and 1"=4' for profiles.
  - 2. Drawings shall show all existing topographic and utility information and the horizontal alignment of proposed improvements.
- **29.6.2** The Design-Builder shall deliver the pre-Final Design to the Engineer in the form of 7 sets of full sized (24-inch x 36-inch) drawing prints and a PDF of the plans, specifications, and estimate.
- **29.6.3** The Design-Builder shall submit all drawings in accordance with the City's CADD Standards. The Design-Builder shall attend a coordination/orientation meeting with City's E&CP CADD specialist to review and discuss City's CADD standards. The Engineer will arrange for the meeting upon The Design-Builder's request. The Design-Builder shall also submit the Electronic Open-Roads Designer ALG file. The Design-Builder shall number proposed alignment points on plan views using the automated process through Open-Roads

Designer Software. The Design- Builder shall also generate the Horizontal Alignment Coordinate Index report through Open-Roads Designer and place it on the last sheet of the drawings.

- **29.6.4** The Design-Builder shall submit the Final Design documents to the Engineer, which shall include but not be limited to:
  - One complete set of full sized (24-inch x 36-inch) original mylar final drawing plots, each stamped and wet signed by The Design-Builder's qualified responsible engineers registered in the state of California. Applicable portions of the drawing title blocks shall also be signed by The Design-Builder.
  - 2. Two complete electronic file sets of the final specifications, including all charts, graphs, tables, data sheets, and similar inserts required for a complete and approved copy suitable for printing.
  - 3. Two complete electronic file sets of the final drawings.
  - 4. Two complete electronic files of the final construction quantity takeoffs and cost estimate.
  - 5. One complete set of engineering calculations, including hydraulic, mechanical, electrical, and structural calculations, each wet stamped and signed by the Design-Builder's qualified responsible engineers registered in the state of California. The Design-Builder shall support all elements of the design presented by calculations the Design-Builder shall use only Windows compatible computer programs for Project calculations.
  - 6. Other documents as required elsewhere in this Scope or required by the Engineer.
  - 7. The Design-Builder shall use the latest QA/QC checklists, CADD Standards and Survey Deliverables as a minimum guide for preparation of the design drawings. The Design-Builder shall use MS Word format for all word processing.
  - 8. All Deviation from Standards forms completed, signed and stamped by a Professional Engineer.
  - 9. All signed Permissions To Do Work on Private Property
  - 10. All approved permits required for the Project from all permitting agencies and authorities having jurisdiction.
- **29.7** The Design-Builder shall use MS Excel for all spreadsheets.

### **30. COMMUNITY RELATIONS AND PUBLIC OUTREACH PROGRAM:**

- **30.1.** The Design-Builder shall provide the necessary public information and outreach program for the Project. This program shall have an Exclusive Public Information Officer (PIO) who will serve as the community liaison. Refer to The WHITEBOOK, section 5-10. The PIO shall work closely with the Communication Department's PIO section in the implementation of the public information and outreach program standards.
- **30.2.** The Design-Builder shall identify, within 10 Working Days of NTP, a specific professional designated to be a full-time public information liaison for the design build team, who shall work cooperatively with, and provide assistance to, the City's team. The Design-Builder shall be available to respond to questions from the community as needed for the duration of the Project, and shall participate in related public meetings. The Design-Builder shall prepare and provide presentation materials to explain the Project at community meetings and presentations.
- **30.3.** The Design-Builder shall prepare a complete Community Relations Plan. The Community Relations Plan shall be developed in coordination with the City and presented to the City for review within 30 Working Days of Notice to Proceed. If modifications are required, the City will notify and advise the Design-Builder.
- **30.4.** The Key stakeholders are identified as (but not limited to) the public and the Scripps Miramar Ranch, Rancho Penasquitos Community Planning Group, Carmel Mountain Ranch Community Planning Group and Rancho Bernardo. The Design-Builder shall coordinate all activity and Right of Entry permits with the proper property owner representatives and/or residents.
- **30.5.** The Community Relations Plan shall include the following scope and services but not limited to:
  - **30.5.1** A method for conveying Project information to the public. Provide residents with update Project information and background information about the Project. Information shall be updated weekly, bi-weekly, monthly, or quarterly.
  - **30.5.2** A method for construction notification in advance of the start of work.
  - **30.5.3** Attendance and presentation of Project update before and during construction of Projects at community and stakeholder Meetings. Prepare presentation materials in coordination with the City.
  - **30.5.4** Acquire necessary permits to perform work on private property.
  - **30.5.5** Develop written list of follow-up information requested from the community.
  - **30.5.6** Respond to telephone calls and e-mails. Standard telephone service and e-mail responses. Record calls and e-mails on electronic tracking form.

- **30.5.7** E-mail record of call information to The Design-Builder/Project Team. E-mail updates to stakeholders, Community Groups, City Council and other interested parties.
- **30.5.8** Create and maintain online Project webpage and newsletters.
- **30.5.9** Write, edit, update and/or produce brochures, pamphlets and news releases.
- **30.5.10** Attend progress meeting and provide status of community relations activities.
- **30.5.11** The plan shall also include a listing of businesses, schools, and major facilities along the alignment which are expected to be impacted by the construction, and proposed mitigation measures to lessen construction impacts.
- **30.5.12** The plan shall specifically identify the lines of communication within the Design-Builder Team, between the Design-Builder Team and the City and between the Design Builder's public information liaison and the City. The Design-Builder shall be responsible for ensuring that the information to be provided to the public is consistent, updated and accurate.

# 31. QUALITY ASSURANCE AND CONTROL:

- **31.1** The Design-Builder shall be completely and solely responsible for Project quality assurance and quality control. The minimum acceptable quality assurance and quality control plan is described in the Quality Assurance/Quality Control Plan Guidelines, attached hereto and incorporated herein as Attachment A, section 34 Quality Assurance / Quality Control Guidelines.
  - **31.1.1** Design QA/QC The Design-Builder shall be completely and solely responsible for Project quality assurance and quality control [QA/QC] during design.
  - **31.1.2** Checklists As part of the QA/QC Plan, The Design-Builder shall use the City-provided checklists and attach the checklists to the plans and specifications.
  - **31.1.3** Final Design The Design-Builder shall submit QA/QC records for the final specifications and drawings to verify coordination within the engineering discipline, between engineering disciplines, between the final specifications and drawings, and to verify consistency with existing City Projects.
  - **31.1.4** Construction QA/QC The Design-Builder shall be completely and solely responsible for Project QA/QC during construction.

### 32. QUALITY ASSURANCE / QUALITY CONTROL GUIDELINES:

### 32.1 General

**32.1.1** The Design-Builder shall be completely and solely responsible for Project quality assurance and quality control, both during design and during construction. This Attachment outlines the minimum requirements for an acceptable quality assurance and quality control plan [QA/QC Plan]. The cost for the Design-Builder's QA/QC Plan and its implementation shall be included in the Design-Builder's Proposal.

- **32.1.2** The Design-Builder shall assign a QA/QC supervisor to ensure that all Work is performed in accordance with the Contract Documents, plans, specifications, manufacturers' instructions, Applicable Laws, and to acceptable industry standards.
- **32.1.3** The Engineer will monitor the Design-Builder's Work and Services and provide independent reviews as set forth in the Contract Documents. If City's review or inspection uncovers Work or Services that do not conform to the Contract Documents or Applicable laws, City may reject that Work and/or Services and The Design-Builder shall replace or correct any deficiency at no additional cost to City.
- **32.1.4** The concept of quality has evolved from conformance with specifications to meeting Owner requirements. The Design-Builder quality assurance and control has advanced from checking deliverables to multiple reviews, evaluations, inspections, and tests, concurrent with the Public Works Department reviews, oversight inspections, witnessing of tests, and similar quality assurance activities. Ultimately, the Design-Builder shall provide a facility that meets the requirements described in the Contract Documents.
- **32.1.5** The Design-Builder shall respond to any QA/QC review comments by ensuring that the Design-Builder's staff considers the comments and notes the actions to be taken. The Design-Builder shall submit copies of the responses to the Engineer to indicate that the QA/QC review is complete and that the reviewers concur with the response.
- **32.1.6** If The Design-Builder detects any impending deviations from the Scope, Project Schedule, or Project budget, the Design-Builder shall take appropriate action to correct such deviations or to obtain written approval from the Engineer if deviations cannot be avoided.
- **32.1.7** The Design-Builder shall implement its QA/QC Plan that was submitted to City with The Design-Builder's RFP together with any revisions required by City, all of which are incorporated herein by this reference as though fully set forth herein.

# 32.2. QA/QC During Design

- **32.2.1.** This Section describes the mandatory QA/QC Plan philosophies and procedures that the Design-Builder shall follow during design of the Project.
- **32.2.2.** The Design-Builder is the engineer of record. City's review of Design-Builder's approved submittals is for the sole purpose of determining whether the submittals conform to the requirements of the Contract and to the Bridging Documents.
- **32.2.3.** The Design-Builder shall include in its Proposal all costs necessary to meet this requirement.

- **32.2.4.** The following quality objectives apply to the Project design:
  - 1. The Design-Builder shall design the Project facilities to meet the scope and objectives set forth in the Bridging Documents, which describe the Project facilities in moderate detail (layout, functions, etc.), thereby establishing the design requirements. The Design-Builder shall design the Project facilities to conform to these requirements except as modified by changes approved by City during design.
  - 2. The Design-Builder shall design the Project facilities to conform to the requirements of the Contract Documents.
  - 3. The Design-Builder shall prepare the Construction Documents to the standards of best engineering practice for clarity, uniformity, accuracy, and completeness.
  - 4. The Design-Builder shall emphasize quality in the design and construction of the Project.

# 32.3. QA/QC Plan:

- **32.3.1** Responsibilities: The Design-Builder shall ensure that all members of the Design-Builder's Project team (i.e., preparer, reviewer, checker, and approver) understand their responsibility for quality design.
- **34.3.2** Design QA/QC Plan: The Design-Builder shall ensure that the design component of its QA/QC Plan includes a specific comprehensive approach to Project QA/QC Plan activities and requires documentation of the actual QA/QC Plan effort and related activities.
- **32.3.3** Design Review: The Design-Builder shall address all plan check comments received from the City and implement its QA/QC plan prior to re-submittals to the City for review. The Design-Builder shall submit documentation of the QA/QC efforts and related activities as discussed in item 32.3.8 Review and Comment Form, below.
- **32.3.4** Implementation: The Design-Builder shall be solely responsible for quality reviews and approval of its design work, and shall ensure that all design work is thoroughly checked, reviewed, and approved by qualified, experienced, knowledgeable personnel who were not involved in the original design work. The Design-Builder shall provide the following types of QA/QC design reviews:

### 32.3.5 Calculations:

1. The Design-Builder shall ensure that calculation sheets are signed and dated by the personnel preparing, checking, reviewing, and approving the calculations. The Design-Builder shall index all original calculation sheets in file folders maintained in a single location so that all original calculations for the entire Project can be readily found. At the time the

Final Design is accepted by City, The Design-Builder shall submit to the Engineer a legible copy of all calculations, organized in an easy to use indexed loose-leaf binder or in clearly identified file folders.

- 2. The Design-Builder shall clearly identify any revisions to the calculations. The Design-Builder shall ensure that all revised calculations are checked, signed and cross-referenced to the original calculations.
- **32.3.6** The Design-Builder's Interdisciplinary Progress Reviews: The Design-Builder shall ensure that interdisciplinary progress reviews are held at the 30%, 100%, Final Design phases and as specified in this RFP, and that the reviews include all completed calculations, drawings, and specifications. The level of detail expected for each discipline at each completion level is defined in this RFP. The Design-Builder shall ensure that all comments receive an agreed upon response and are recorded on The Design-Builder's Review and Comment Form (described in section 32.3.8 below). Design problems may arise from inconsistencies between disciplines. The Design-Builder shall assign one or more qualified engineers to perform detailed interdisciplinary reviews to ensure consistency between disciplines, and between drawings and the specifications.
- **32.3.7** The Design-Builder's Final Review: The Design-Builder shall conduct the final QA/QC review after all 100% review comments have been incorporated and before printing of the Final Design submittal begins. The Design-Builder's final QA/QC review shall confirm that all previous review comments have been incorporated.
- **32.3.8** Review and Comment Form: The Design-Builder shall establish and maintain Review and Comment Forms which shall contain the following information:
  - 1. The name of the Project;
  - 2. City's contract number;
  - 3. The type of review being conducted;
  - 4. The name/title of the document being reviewed;
  - 5. Identification of the page, paragraph, or drawing being reviewed;
  - 6. The reviewer's comments;
  - 7. The designer's response to the reviewer's comments;
  - 8. The agreed upon resolution with respect to the comments and response;
  - 9. The reviewer's signature and date of review;
  - 10. The designer's signature and date of response; and
  - 11. The signature of the Design-Builder's Project manager and date of review.

**32.3.9** The Design-Builder shall ensure that each reviewer's comments are constructive and professional in tone, and that the forms are complete and appropriately filed.

# 32.4 QA/QC During Construction

- **32.4.1** The Design-Builder shall ensure that all Work meets the quality required by the Contract Documents and shall perform the QA/QC efforts necessary to ensure those requirements are met. City's inspection of any Work will not relieve the Design-Builder of the primary responsibility for quality assurance and quality control.
- **32.4.2** The Design-Builder shall take the following measures to ensure that the Work is completed in accordance with the Contract Documents:
  - 1. Certification by the designer that the submittals, materials, equipment, and Work all conform to the accepted design.
  - 2. Certification by the vendors and suppliers that the products supplied conform to the Contract Documents, where applicable.
  - 3. Photos and videos of the Work certified by the designer.
  - 4. Any other measure designed to ensure that the Work is completed in accordance with the Contract Documents.
- **32.4.3** Specific QA/QC requirements for the Work are set forth throughout the Contract Documents. The requirements of this Section are primarily related to performance of the Work beyond the furnishing of manufactured products the Design-Builder agrees that the term "Quality Control" as used herein includes inspection, sampling and testing, and associated requirements.
- **32.4.4** Factory Inspections and Tests:
  - 1. The Design-Builder agrees that all products, materials, and equipment, shall be subject to inspections, tests, and witness tests by City at the place of manufacture or fabrication.
  - 2. The Design-Builder agrees that City may, at its option, enter into separate contracts with consultants or others to conduct inspections, tests, and witness tests on behalf of City.
  - 3. The Design-Builder agrees that the presence of City, its employees, agents, and/or representatives at inspections, tests, and/or witness tests shall not relieve the Design-Builder of the sole responsibility for providing products, materials, and equipment that comply with all requirements of the Contract Documents. The Design-Builder agrees that compliance is the responsibility of the Design-Builder and shall not be avoided by any act or omission on the part of City or its employees, agents, and/or representatives.
  - 4. The Design-Builder shall provide City with 10 Working Days advance notice of any testing at the place of manufacture or fabrication. At City's

option, City, its employees, agents, and/or representatives may conduct inspections and tests at the manufacturing place any time without advance notice to the Design-Builder.

- **32.4.5** Sampling and Testing:
  - 1. Unless specifically provided otherwise in the Contract Documents, the Design-Builder shall conduct all sampling and testing in accordance with the methods prescribed in the current standards of the ASTM, as applicable to the class and nature of the material, product, or equipment being considered. However, City may accept any other generally-accepted system of sampling and testing that will ensure that the quality of the material, product, or equipment complies with the requirements of the Contract Documents. The Design-Builder shall obtain a Change Order from the Engineer prior to using any other generally-accepted system of sampling and testing.
  - 2. Any waiver by City of any specific testing or other QA/QC Plan measures shall not be binding on City except when formalized by a fully executed Change Order, regardless of whether the waiver is accompanied by a guarantee of substantial performance as a relief from the specified testing or other QA/QC requirements as originally specified, and of whether the guarantee is accompanied by a performance bond to assure execution of any necessary corrective or remedial work.
  - 3. The City may inspect and make independent investigations and tests of the Work. The Design-Builder agrees that if any portion of the Work fails to meet any of the requirements of the Contract Documents, City may require the Design-Builder to remove, correct, or reconstruct the Work in accordance with the Contract Documents.
- **32.4.6** Inspection and Testing Laboratory Service:
  - 1. The City may require that Work located in the City right-of-way be tested by the City's testing laboratory. The Design-Builder shall coordinate with the Engineer to cause such tests to be performed.
  - 2. Inspections, testing, and other services that are to be performed by the City, whether specified in the Contract Documents or required by the Engineer, will be performed by City's testing laboratory. The cost of these services will be paid for by City.
  - 3. City's testing laboratory will submit reports in duplicate to the Engineer. The reports will document observations, results of tests, and compliance or non-compliance with the Contract Documents.
  - 4. The Design-Builder shall cooperate with the Engineer and City's Testing Laboratory by furnishing samples of materials, concrete design mix, equipment, tools, and storage, and by providing other assistance as requested by City.

- 5. The Design-Builder shall notify the Engineer 48 hours prior to commencement of Work requiring inspection and laboratory testing services.
- 6. The Engineer will direct that any retesting required because of nonconformance to the Contract Documents be performed by the laboratory that performed the original test. Design- Builder shall bear all costs from any such retesting at no additional cost to City.
- 7. The Design-Builder shall be responsible for all tests required by the specifications or referenced codes and standards, unless specifically noted otherwise in the Contract Documents.
- **32.4.7** Special Inspection:
  - 1. The Design-Builder shall provide all special inspections required by the California Building Code as currently adopted by City, including all inspections performed off the Project Site. The Design-Builder shall pay the cost of such inspections, and shall include the cost in DB's Proposal.
- 32.4.8 Installation:
  - 1. Inspection: The Design-Builder shall inspect materials and/or equipment upon their arrival at the Project Site and immediately prior to installation. The Design-Builder shall reject damaged and defective materials and/or equipment. The Design-Builder's inspection shall include:
    - i) A review of the Contract requirements;
    - ii) Verification that all materials and/or equipment have been tested, submitted, and approved;
    - iii) Examination of the Work area to ascertain that all preliminary Work has been completed;
    - iv) A physical examination of materials and/or equipment to ensure that they conform to the Design-Builder approved and City-accepted Shop Drawings or other submittal data;
    - v) Instruction as necessary to ensure that Design-Builder's workers understand the requirements of the Contract as they pertain to the materials and/or equipment;
    - vi) An examination of the quality of workmanship; and
    - vii) A review of control testing for compliance with the Contract requirements.

- Measurements: The Design-Builder shall verify measurements and dimensions of the Work as an integral step of starting each installation. The Design-Builder shall be solely responsible for proper fit up and connection of components.
- 3. Special Procedures: The Design-Builder shall provide methods and facilities to ensure conformance with requirements for special process specifications such as nondestructive testing of materials. The Design-Builder shall maintain certifications for personnel, procedures, and equipment as necessary to meet the requirements of the Contract Documents and all Applicable laws.
- 4. Manufacturer's Instructions: The Design-Builder shall comply with applicable manufacturer's instructions and recommendations for installation, if those instructions and recommendations are more explicit and/or more stringent than the requirements of the Contract Documents.
- 5. Storage and care: If not immediately installed, the Design-Builder shall store and care for all materials and/or equipment delivered to the Project Site according to the manufacturer's recommendations.
- **32.4.9** Manufacturer's Field Installation Services and Reports:
  - 1. When required by the specifications, the Design-Builder shall cause material or product suppliers or manufacturers to provide qualified personnel to:
    - a) Observe and evaluate:
      - (i) Project Site conditions;
      - (ii) Conditions of surfaces and installation;
      - (iii) Quality of workmanship;
      - (iv) Start-up of equipment; and
      - (v) Testing, adjusting, and balancing of equipment.
    - b) Provide instructions when necessary.
  - 2. The Design-Builder shall report in writing to the Engineer any observations and Project Site decisions or instructions given to the Design-Builder by a material or product supplier or manufacturer's personnel that are supplemental or contrary to the written instructions of the material or product supplier or manufacturer.
  - 3. Within 10 Working Days of each field visit, The Design-Builder shall submit in duplicate to the Engineer for review and acceptance final reports from a material or product supplier or manufacturer's personnel. If the duration of the field visit is greater than 1 week, the

Design-Builder shall submit weekly reports. Each final report shall certify that equipment or system has been satisfactorily installed and is functioning correctly.

**32.4.10** Sample City QA/QC Checklists:

1. Sample City Checklists are available for review and use from the Engineer.

## 33. NOISE ABATEMENT AND CONTROL:

- **33.1** The Design-Builder shall comply with San Diego Municipal Code, Noise Abatement and Control (Sections 59.5.0401, Sound Level Limits, and 59.5.0404, Construction Noise), and the County of San Diego Code of Regulatory Ordinances, Noise Abatement and Control. In the event of conflict, the most stringent requirement shall apply.
- **33.2** Noise levels generated by construction activity shall not exceed an average of 75 decibels at the residential property line between the hours of 8:30 a.m. to 3:30 p.m. each Working Day. The Design-Builder shall obtain a Noise Permit to conduct work activities taking place before 7:00 AM or after 7:00 PM, each Working Day, or any time on days other than Working Days.
- **33.3** If the Design-Builder desires to conduct Work activities during times when a Noise Permit is required, the Design-Builder shall obtain prior written authorization from the Engineer not less than 48 hours in advance, and shall apply for, obtain, and pay for the Noise Permit at no additional cost to City.

### **34. PROJECT MEETINGS:**

- **34.1** Progress Meetings Design Phase The Design-Builder shall schedule and hold regular progress meetings at least monthly and at other times as requested by the Engineer. Prior to a progress meeting, the Design-Builder shall submit its progress meeting format to the Engineer for review and acceptance. The Design-Builder shall also submit to the Engineer for review and acceptance:
  - i) A meeting agenda prior to each meeting; and
  - ii) Minutes of each meeting prior to the next meeting.

The Design-Builder shall ensure that its key personnel attend the progress meetings.

**34.2** Progress Meetings – Construction Phase - The Design-Builder shall schedule and hold regular weekly progress meetings and at other times as requested by the Engineer. The Design-Builder shall report in writing to the Engineer the previous week's progress and the plans for the upcoming three weeks. Twenty-four hours prior to each progress meeting, Design- Builder shall provide to the Engineer a two-week window (look-ahead) schedule showing activities from the accepted Project Schedule that are to take place during this period, activities started but not yet completed, and activities which have begun out of sequence. Prior to a progress meeting, the Design-Builder shall

submit its progress meeting format to the Engineer for review and acceptance. The Design-Builder shall also submit to the Engineer for review and acceptance:

- i) A meeting agenda prior to each meeting; and
- ii) Minutes of each meeting prior to the next meeting.

The Design-Builder shall ensure that its key personnel attend the progress meetings. In addition, the Design-Builder may, at its discretion, request attendance by representatives of its suppliers, vendors, manufacturers, and other subcontractors.

- **34.3** Public Meetings During the course of the Project, a minimum of 2 of the Design-Builder's key personnel and the Engineer shall attend community meetings as part of the Design-Builder's community outreach program. Typically, these meetings are scheduled for two to four hours on weekday evenings. At a minimum, 1 meeting will be scheduled at 60 percent design review and the other just prior to construction. The Engineer may direct the Design-Builder to attend other meetings at no additional cost.
- **34.4** Other Meetings From time to time during the Project, the Engineer may direct the Design-Builder to attend other meetings. These may include but are not limited to meetings with environmental or regulatory agencies, utility companies, and other City divisions or departments. These meetings shall be done at no additional cost.
- **34.5** The Design-Builder shall prepare and submit typical meeting minutes of all meetings including a list of attendees, contact information, proceedings, and all pertinent information.

# 35. RED-LINES:

- **35.1** The Design-Builder shall be responsible for Red-lines as described in Whitebook Section 3-7.3 Red-Lines and Record Documents.
- **35.2** Prior to final completion, The Design-Builder shall prepare and submit one complete set of full sized (24-inch x 36-inch) original mylar final As-Built Drawing CADD plots in accordance with the City's CADD Guideline. Each CADD mylar drawing sheet shall be stamped and signed by qualified responsible engineers registered in the State of California, and shall be stamped and wet signed by the architect/engineer of record, as required by law. Other applicable portions of the drawing title blocks shall also be signed by the Design-Builder. Drawing mylar shall be 3 mils minimum thickness.
- **35.3** Prior to Final Completion, the Design-Builder shall also submit:
  - **35.3.1** One complete full-sized set of the final As-Built's.
  - **35.3.2** Two complete electronic file sets of the final As-Builts on CDs (typical) prepared in the Connect Edition of Bentley Open Roads Designer (ORD) Version 10.12 CADD software in accordance with City's CADD Guideline or at the City's direction to convert to AutoCAD.

## **36. RECORD KEEPING:**

- **36.1** The Design-Builder shall maintain in a safe place at the Project Site a copy of construction documents (including field test records, correspondence, daily reports, and written interpretations and clarifications), Shop Drawings, Product Data, and Samples in good order. Field Documents, Shop Drawings, Product Data, Samples, and similar submittals are not part of the Contract Documents. The purpose of these documents is to demonstrate construction conformance to the Contract Documents, and the City shall have the right to inspect, audit, review, and copy these documents at any reasonable time.
- **36.2** The Design-Builder shall not have the authority to approve a Sample or other submittal that is not in strict conformance with the Contract Documents or the accepted final design, unless City has accepted the substitute. No Work requiring a submittal or sample submission shall commence until the submission has been approved by the Design-Builder. A copy of each approved submittal and each approved sample shall be kept in order by the Design-Builder at the Project Site.
- **36.3** The Design-Builder shall list and schedule submittals to be made and upon approval of each submittal transmit to City, within 5 Working Days, 2 copies of same. Failure to deliver the copies of approved submittals may result in withholding of progress payments.
- **36.4** The Design-Builder shall not be relieved of responsibility for any deviations from the requirements of the Contract Documents by City's acceptance of Shop Drawings, Product Data, Samples, or similar submittals unless the Design-Builder has specifically informed City of such deviation at the time of the submittal and City has accepted the specific deviation in writing. The Design-Builder shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by City's acceptance thereof. At the time of each submission, the Design-Builder shall, in writing, specifically identify deviations that the submittals or Samples may have from the requirements of the Contract Documents.

# 37. REQUIRED TEST/MATERIAL CERTIFICATES:

**37.1** The Design-Builder shall ensure that all tests are performed in accordance with the methods prescribed in the most current applicable national standard as may be required by law and as prescribed in the Contract Documents. Materials or Work in place that fails to pass acceptability tests shall be retested, at the direction of City and at the Design-Builder's sole expense. The Design-Builder shall submit all test certificates to City in a timely manner.

# 38. TRAFFIC CONTROL:

**38.1** The City will require the Design-Builder to develop a Traffic Control Plan which minimizes environmental impacts, including noise, to residences, businesses, and institutions. The City will also require the final Traffic Control Plan to incorporate input from the community as well as from City staff.

#### **39. REFERENCE STANDARDS:**

**39.1** Except as otherwise noted or specified, the Work shall be completed in accordance with reference standards listed in **INSTRUCTIONS TO PROPOSERS AND GENERAL CONDITIONS** of this RFP.

### 40. DESIGN GUIDELINES:

- **40.1** Americans with Disabilities Act (ADA) I Americans with Disabilities Act Accessibility Guidelines (ADAAG)
- **40.2** American Water Works Association (AWWA)
- 40.3 California Building Code as adopted by the City of San Diego\*
- 40.4 California Code of Regulations, Title 24
- **40.5** City of San Diego Approved Materials List (AML)
- **40.6** City of San Diego Computer Aided Design and Drafting (CADD), <u>https://www.sandiego.gov/ecp/edocref/drawings</u>
- **40.7** City of San Diego Landscape Technical Manual
- **40.8** City of San Diego's Manual of Preparation of Land Development and Public Improvement plans

https://www.sandiego.gov/planning/programs/landdevcode/landdevmanual

- 40.9
   City of San Diego Standard Drawings

   <a href="https://www.sandiego.gov/sites/default/files/standard\_drawings\_2021\_edition.pdf">https://www.sandiego.gov/sites/default/files/standard\_drawings\_2021\_edition.pdf</a>
- 40.10 City of San Diego Street Design Manual,

https://www.sandiego.gov/sites/default/files/street\_design\_manual\_march\_2017final.pdf

40.12 City of San Diego Technical Guidelines for Geotechnical Reports,

https://www.sandiego.gov/sites/default/files/legacy/developmentservices/pdf/industry/geoguidelines.pdf

40.14 City of San Diego, 2021 WHITEBOOK

https://www.sandiego.gov/sites/default/files/the\_whitebook\_2021\_edition.pdf

- **40.15** County of San Diego Code of Regulations
- 40.16 Greenbook: Standard Specifications for Public Works Construction
- 40.17 National Electric Code (NEC) as adopted by the City of San Diego\*
- **40.18** State of California Health and Safety Code
- 40.19 Uniform Fire Code (UFC) as adopted by the City of San Diego\*
- 40.20 Uniform Mechanical Code (UMC) as adopted by the City of San Diego\*
- 40.21 Uniform Plumbing Code (UPC) as adopted by the City of San Diego\*

- **40.22** Construction Planning & Scheduling Manual by AGC of America
- **40.23** The National Environmental Policy Act (NEPA) and other development standards contained in the San Diego Municipal Code (SDMC) and other State and Federal regulatory documents
- **40.24** City of San Diego Municipal Code;

https://www.sandiego.gov/city-clerk/officialdocs/municipal-code

**40.25** State Historic Preservation Act

\*Any and all codes, regulations, and permits (including amendments) issued by City's Planning and Development Services Department.

## 41. BRIDGING DOCUMENTS:

**41.1** The following is a list of the Bridging Documents for this project available at:

https://drive.google.com/drive/folders/1LOmWOjxzUcf76MB9RiCv0N6amwt47pBG

- 1. AC 2403 Resurfacing Limits Map Books
- 2. Estimated Asphalt Construction Quantities Spreadsheet
- 3. Concrete Scope Sheet Spreadsheet
- 4. Adjacent Projects Maps
- 5. Arborist Table
- 6. Notice of Exemption
- 7. Traffic Control Plans Approach Memo
- 8. Implementation of CBC Curb Ramp Requirements 9/23/2022
- 9. Curb Ramp Design Memo and Guidelines 9/10/2020
- 10. Coring Report

# 42. SUPPLEMENTAL REQUIREMENTS:

All submitted hardcopy drawings and documents shall also be provided to the City in PDF format with electronically searchable text (not scanned images) to include drawings, specifications, details, reports, RFI's, Invoices, and all other documents of every type. Excel files of documents shall be provided when requested by the City.

- **42.1** The Design-Builder shall do all work as needed to accomplish the scope of work generally in accordance with the findings and recommendations in the attached Resurfacing Limits Map Books (see bridging documents).
- **42.2** New sidewalks are not included except to replace portions triggered by ADA compliance requirements or as indicated in the Estimated Asphalt Construction Quantities Spreadsheet. See bridging documents.

- **42.3** This RFP does not provide as-built drawings and other information collected during preliminary planning for this project. The Design/Builder shall be responsible for researching and obtaining all as-built drawings and any other information from the City and/or other agencies which will be necessary to complete the scope of work.
- **42.4** The Design-Builder shall resolve design and construction problems by a typical professional process including but not limited to research, field investigation, developing alternates, calculations, cost-effective analysis, making decisions/recommendations and obtaining City concurrence as needed. This process shall be diligently followed before the Design-Builder seeks direction from the City.
- **42.5** The Design-Builder shall follow the City standard practice for design and construction when not specifically addressed in the RFP scope of work, reference documents, and design guides.
- **42.6** The Design/Builder shall submit a brief monthly progress report in a format acceptable to the City, with map illustrating where curb ramps were installed and Type of Ramps installed, (see bridging documents example Sample Progress Map) for the entire duration of the project.
- **42.7** The City shall not be responsible for any assumptions the Design-Builder based their price proposal on, and the Design-Builder shall not be entitled to any additional payment for any such assumptions on which their price was based.
- **42.8** The price proposal shall include all work and materials and any references in this RFP to unit price, lump sum price, bid price or similar language shall not entitle the Design-Builder to any additional payment.
- **42.9** The price proposal shall include all work and materials, and any references to or requirements for restricted work hours and/or night work shall not entitle the Design-Builder to any additional payment.
- **42.10** The Design-builder shall submit a Schedule of Values (SOV) with substantiating data that must include estimated quantities, unit costs, and extensions for each construction item in the SOV.
- **42.11** The RFP's maps and descriptions of proposed improvements such as curb ramp locations are conceptual only and deviations from this in the final design by the Design-Builder shall not entitle the Design-Builder to any additional payment.
- **42.12** The Design-Builder shall not deviate from the scope of work as defined in the bridging documents without considering the environmental impacts as defined in the environmental document.
- **42.13** Traffic Signal Loop and Appurtenance: The Design-Builder is responsible to replace all traffic loops at every signalized intersection damaged by Construction or as required to meet current standards of loop placement. Design-Builder shall show the traffic signal loops that need to be replaced on the plans and shall coordinate with the City prior to working on removing and replacing the Traffic Signal Loop and appurtenance.
**42.14** For conflicts with outside utilities (including SDGE) identified during design or construction, notify the Engineer once the conflict has been identified to discuss the conflict locations. When feasible, the Design-Builder shall design around the identified conflict. The Design-Builder shall notify the City If the conflict cannot be designed around or relocation of the utility conflict is required, and Design-Builder shall incorporate all required notes on plans and shall schedule their work accordingly to allow time to coordinate the conflicts with the outside utility company and for the outside utility company to relocate the conflict.

As part of various design phase efforts, the Design Builder shall oversee conflict coordination with the various utility companies and maintain a log of the utility companies' review comments.

- **43.** The Work shall be performed in accordance with:
  - **43.1** The Request for Proposal, Attachment A, Project Description, Scope of Work, and Bridging Documents, and Bike Lanes Plans numbered **0101270-01-D** through **0101270-19-D**, inclusive.
- 44. LOCATION OF WORK: The location of the Work is as follows:

See Appendix E - Resurfacing Limits Map Books.

# ATTACHMENT B

# PHASED FUNDING PROVISIONS

#### PHASED FUNDING PROVISIONS

#### 1. PRE-AWARD

**1.1.** Within 10 Working Days of the Notice of Intent to Award, the Contractor must contact the Project Manager to discuss fund availability for each phase and shall also submit the following:

Within 10 Working Days after the Bid Opening date, the Apparent Low Bidder must contact the Project Manager to discuss fund availability for each phase and shall also submit the following:

- **1.1.1.** Construction Cost Loaded Schedule in accordance with 6-1, "CONSTRUCTION SCHEDULE AND COMMENCEMENT OF THE WORK" and 7-3, "PAYMENT.
- **1.2.** Your failure to perform any of the following may result cancelling your award of the Contract:
  - **1.2.1.** Meeting with the City's Project Manager to discuss the Phased Funding Schedule.
  - **1.2.2.** Agreeing to a Phased Funding Schedule within thirty Working Days after meeting with the City's Project Manager.

#### 2. POST-AWARD

- **2.1.** Do not start any construction activities for the next phase until the NTP has been issued by the Engineer. The City will issue separate Notice to Proceed (NTP) documents for each phase.
- **2.2.** If requested, the Engineer may issue the NTP for the next phase before the end of the current approved phase.

#### PHASED FUNDING SCHEDULE AGREEMENT

The particulars left blank below, such as the total number of phases and the amounts assigned to each phase, will be completed with funding specific information from the Pre-Award Schedule and Construction Cost Loaded Schedule submitted to and approved by the City.

RFP NUMBER: K-24-2308-DB1-3

#### CONTRACT OR TASK TITLE: Asphalt Overlay Group 2403

CONTRACTOR: Hazard Construction ENGR LLC

Funding Phase	Phase Description	Phase <u>Start</u>	Phase <u>Finish</u>	Not-to- Exceed Amount
1	Construction includes cold mill, asphalt overlay, installation of standard curb ramps, striping, bike lanes, loops, cross gutters. Phase also includes assessment and design of special curb ramps.	NTP	NOC	\$ 6,262,036.65
2			· · · · · · · · · · · · · · · · · · ·	
3				
Contract Total \$ 6,262,03				\$ 6,262,036.65

#### Notes:

- 1) WHITEBOOK section 7-3.10, "Phased Funding Compensation" applies.
- 2) The total of all funding phases shall be equal to the TOTAL BID PRICE as shown on BID SCHEDULE 1 PRICES.
- 3) This PHASED FUNDING SCHEDULE AGREEMENT will be incorporated into the CONTRACT and shall only be revised by written modifications to the CONTRACT.

#### **CITY OF SAN DIEGO**

#### **CONTRACTOR**

# HAZARD CONSTRUCTION ENGR LLC

PRINT NAME: CARLOS PARTA (OCA

**Construction Senior Engineer** 

Signature: Date:

PRINT NAME:\_\_

Title:	JASON	A.MO	дононят,	PRESIDENT
Signature:				
Date:	7/0/	/ 24		

PRINT NAME:	Janice Jaro	
	Design Senior Engineer	
Signature:	gh Bar	

Date: 07/11/2024

# ATTACHMENT C

# EQUAL OPPORTUNITY CONTRACTING PROGRAM

# EQUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP)

SECTION A - GENERAL REQUIREMENTS

#### A. INTRODUCTION.

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

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

#### L. CONTRACT RECORDS AND REPORTS.

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

# EQUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP)

SECTION B - SLBE-ELBE SUBCONTRACTING REQUIREMENTS

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

#### A. GENERAL.

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

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

6. The current list of certified SLBE-ELBE firms and information for completing the GFE submittal can be found on the City's EOC Department website:

http://www.sandiego.gov/eoc/programs/slbe

7. These requirements may be waived, at the City's sole discretion, on projects deemed inappropriate for subcontracting participation.

#### B. DEFINITIONS.

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

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

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

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

#### C. SUBCONTRACTOR PARTICIPATION.

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

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

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

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

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

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

- d) In the event of a tie bid between a SLBE-ELBE Bidder and a non-SLBE-ELBE Bidder, the SLBE-ELBE Bidder will be awarded the Contract.
- e) In the event of a tie bid between a discounted Bid and a nondiscounted 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.

 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

# ATTACHMENT D

# **PREVAILING WAGE**

#### ATTACHMENT D

#### **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 <a href="http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm">http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm</a>. 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 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 sections1810 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 <u>Contractor shall provide the list</u> of subcontractors (regardless of tier), along with their DIR registration numbers, utilized on this <u>Contract</u> <u>prior to</u> any <u>work being performed</u>; and the Contractor shall provide <u>a complete</u> list

of all subcontractors with each invoice. Additionally, Contractor shall provide the City with a complete list of all subcontractors (regardless of tier) <u>utilized on this contract</u> within ten working days of the completion of the contract, along with their DIR registration numbers. The City shall withhold final payment to <u>Construction Management Professional</u> 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.
  - b) General Provisions (B) for Design-Build and Multiple Award 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 **8:00 AM to 3:30 PM**, **Monday through Friday**, inclusive. Saturdays, Sundays Engineered Traffic Control Plans for selected streets, and City Holidays are excluded. Unless otherwise specified on the Traffic Control Permits.

#### SECTION 3 – CONTROL OF THE WORK

- **3-2 SELF-PERFORMANCE.** To the "GREENBOOK", DELETE in its entirety and SUBSTITUTE with the following:
  - 1. You shall perform, with your own organization, Contract Work amounting to at least **50%** of the Base Bid.
- **3-7.5.1 Payment.** To the "WHITEBOOK", Item 1, DELETE in its entirety and SUBSTITUTE the following:
  - 1. The payment for As-Built Drawings shall be included in the Contract Price. Files may be requested by the City to be converted to AutoCAD at no additional cost to the City.

- **3-7.6.1** Use of Computer Aided Drafting and Design. To the "WHITEBOOK", Item 1, DELETE in its entirety and SUBSTITUTE the following:
  - 1. Use of Bentley Connect ORD 10.12 version for the preparation of Plans and As-Built Drawings in accordance with the City's CADD standards.

#### **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) Pavement Coring Report dated December 28, 2023

For the above listed report, refer to **Appendix N – Coring Report**.

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

# 3-10 SURVEYING (DESIGN-BUILD).

# 3-10.1 General.

- 1. You shall provide all required site layout not specified in this section.
- 2. Unless surveying services are provided by the City, only the Design Firm, not the Contractor, shall be allowed to hire a Licensed Land Surveyor or a Registered Civil Engineer authorized to practice land surveying within the State of California to provide all surveying services needed for the design, and if requested by the City, also for the construction activities required for the completion of the Project. Surveying services include, but are not limited to: land, aerial, topographic and construction.
- 3. If requested by the City, the Design Firm shall submit a letter to the City's Project Manager identifying the Licensed Land Surveyor or the Registered Civil Engineer authorized to practice land surveying within the State of California that will be performing the design and/or construction phase survey services for the Project.
- 4. Where applicable, notify the City in writing at least 2 Working Days prior to requesting survey services to be provided by the City.
- 5. The Design Firm is responsible for performing and meeting the accuracy of surveying standards adequate for design and construction through the Design Firm's Licensed Land Surveyor or Registered Civil Engineer authorized to practice land surveying within the State of California.
- 6. All Survey Services deliverables shall be submitted per the City's CADD Standards and pertinent Public Works Department Engineering Deliverable specifications.

# https://www.sandiego.gov/ecp/edocref/drawings

- 7. All Survey Services and deliverables which reveal non-compliance with the requirements of the Construction Documents and standards shall be corrected as deemed necessary by the City at the Design-Builder's expense.
- 8. Where Survey Services are provided by the City, all construction survey stakes, control points, and other survey related marks shall be preserved for the duration of the Project. If any construction survey stakes, control points, or other survey related marks are lost or disturbed and need to be replaced, such replacement shall be performed at the Design-Builder's expense.
- 9. The City's Land Survey Section (LSS) shall be notified a minimum of 2 Working Days (large projects may require more) before any ground is to be disturbed within the City of San Diego (concrete, asphalt, or dirt). The LSS may need to inspect the site and provide monumentation information.

#### 3-10.2 Monument Perpetuation.

- 1. Monument Perpetuation, including mark-outs, will be performed by the City Public Works Construction Engineering Support Division, Land Survey Section (LSS), unless otherwise noted. You are responsible for requesting the coordination of these services.
- 2. If at any time a monument will be destroyed or covered, such monument shall be perpetuated in accordance with state law. Inform the LSS, via project Resident Engineer, if any monument will be destroyed or covered during any construction activity.

#### 3-10.3 Line and Grade.

- 1. The Work shall conform to the lines, elevations, and grades shown on the Plans. Three consecutive points set on the same slope shall be used together so that any variation from a straight grade can be detected. Any such variation shall be reported to the City's PM. In the absence of such report, the Surveyor shall be responsible for any error in the grade of the Work.
- 2. Grades for underground conduits will be set at the surface of the ground. The Design-Builder shall transfer them to the bottom of the trench.

#### 3-10.4 Topographic and Monument Survey – Preliminary Design.

- 1. Topographic field survey shall include all existing ground surface topography, fencing, hardscape, utilities, roadway surface, and curb returns within the delineated mapping limit. Monument survey shall include the sufficient collection of existing record survey monuments to perform right-of-way (ROW) analysis along within subject mapping limits.
- 2. Unless otherwise specified, the Land Surveyor shall adhere to Section 3 of the Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys (Effective February 23, 2016).

#### https://www.nsps.us.com/page/ALTANSPSStandards

- 3. Horizontal Control shall be based on the CCS83 Zone 6, 1991.35 epoch, U.S. Survey Feet per Record of Survey Map No. 14492 (ROS 14492). It is required to tie into a first order monument per ROS 14492 unless a first order monument no longer exists within a three mile radius. Horizontal control measurements shall be collected in conformance with the local standard of practice.
- 4. Vertical Control shall be based on NGVD29 per benchmarks in the City of San Diego Bench Book. Non 1970 adjusted and 1970 adjusted benchmarks listed with an asterisk (\*) in the City Benchmark book are not to be used together for Vertical Control – common adjustment sets are to be used.
- 5. All topographic field survey data shall be collected using conventional survey methods utilizing total station instrumentation.

- 6. Deliverables.
  - a) Horizontal and Vertical Control.
    - i. Completed Calibration sheet as provided indicating the monuments used to establish the Basis of Bearings and Vertical Benchmark held to control this survey.
  - b) Field Data.
    - i. Data collected as points and break lines to define a proper DTM if requested outside of aerial mapping.
    - ii. Includes utilities collected on surface as required.
    - iii. Includes Horizontal control points from ROS 14492 used to define the Basis of Bearings and Vertical control Benchmark(s) to establish elevation.
    - iv. Includes record monument points.
    - v. Data collector project files.
    - vi. Raw (unedited) data file.
    - vii. Project file.
    - viii. Point comma delimited text file formatted.
  - c) Topography.
    - i. Create and deliver a complete ASCII coordinate list (.txt/.doc etc.) of all field collected survey points.
      - The contours produced from the surface digital terrain model (dtm) shall meet or exceed ASPRS 90 standards where 68% (1σ) of the contours tested fall within 1/3 contour interval. Any point tested that is more than 3σ out shall be regarded as a blunder. These standards closely parallel the familiar National Map Accuracy Standards.
  - d) Records Research.
    - i. All public or private records acquired to determine the City's ROW in the project area delivered in digital or hardcopy format with any markups and City Records as acquired.
      - City records may include but are not limited to GIS scope plots, sewer and water sheets, loose leaf survey notes, Tie Point sheets, dedication or vacation drawings, easement drawings, benchmark list, and etc.
- After initial search of City records by the Surveyor, they may request City assistance to search for hard to find records.
- e) Survey Monument Measurements.
  - i. All found monuments located within, or near, the survey limits shall be searched and measured. Sufficient additional monuments to control all boundaries extending from the survey limits shall be tied (i.e. block corners, Points of Curve etc.) to the next available survey monument past the survey limits.
    - All Monuments found shall be described with details as to what was found along with identifying number.

# 3-10.5 Monument Search, Field Boundary Survey and Boundary Analysis – Right-of-Way (ROW) Mapping.

- 1. The monument survey, for each designated site, shall be of sufficient coverage and quality for a Right-of-Way boundary analysis performed and provided in conformance with City CADD standards.
- 2. Surveyor shall deliver to the City all requested survey information and CADD data, as specified below, upon completion of the Monument Survey and Boundary Analysis.
- 3. Unless otherwise specified, the Land Surveyor shall adhere to Section 3 of the Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys (Effective February 23, 2016).

https://www.nsps.us.com/page/ALTANSPSStandards

- 4. Field monument survey to be performed and provided in conformance with City CADD standards.
- 5. Field Measurements shall be collected in conformance the local standard of practice.
- 6. Horizontal Control shall be based on the CCS83 Zone 6, 1991.35 epoch, U.S. Survey Feet units, per City of San Diego Record of Survey Map No. 14492 (ROS 14492). All Project survey control shall be based upon field-tied measurements to a Horizontal First Order monument as shown on ROS 14492. Where existing First Order monument cannot be recovered or located within a 3-mile radial distance from the project site a Horizontal Second-Order Monument may be used as Project survey basis. The Project vertical control datum shall be based on NGVD29 per benchmarks identified in the City of San Diego Vertical Control Bench Book (Bench Book). All Project benchmarks shall be selected from a common Bench Book source group:
  - a) Benchmarks with elevations updated per U.S.C.G.S adjustment of 1970, identified with an asterisk (\*).

- b) Benchmarks not adjusted per the 1970 adjusted values (non-asterisked identifiers).
- 7. Deliverables.
  - a) Horizontal and Vertical Control.
    - i. Completed Calibration sheet indicating the monuments used to establish the Basis of Bearings and Vertical Benchmark held to control this survey.
  - b) Field Data.
    - i. Complete, Correct CADD file in conformance with City CADD Standards and industry standards.
      - Includes Horizontal control points from ROS 14492 used to define the Basis of Bearings and Vertical control Benchmark(s) to establish elevation.
      - Includes Monument points covering the area of work.
    - ii. Data collector project files.
      - Raw (unedited) data file.
      - Project file.
      - Point comma delimited text file.
  - c) Records Research.
    - i. If requested, all public or private records acquired to determine the City's ROW in the project area delivered in digital or hardcopy format with any markups and City Records as acquired.
    - City records may include but are not limited to GIS scope plots, sewer and water sheets, loose leaf survey notes, Tie Point sheets, dedication or vacation drawings, easement drawings, benchmark list, and etc.
  - d) Boundary Ties
    - All monuments within the survey limits shall be searched and tied if found. Sufficient additional monuments to control all boundaries extending from the survey limits shall be tied (i.e. Block Corners, Points of Curve etc.) to the next available survey monument past the survey limits.
      - All Monuments found shall be described details as to what was found along with identifying number.

## 3-10.6 Field Monument Survey and Topographic Utility Survey.

- 1. The right-of-way monumentation survey data shall be provided to the City.
- 2. Surveyor shall perform a right-of-way monument survey and existing utility survey (locating feature centers). Surveyor shall also collect ground surface topography over any aerial obscured areas.
- 3. Unless otherwise specified, the Land Surveyor shall adhere to Section 3 of the Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys (Effective February 23, 2016).

https://www.nsps.us.com/page/ALTANSPSStandards

- 4. Field Measurements shall be collected in conformance with the local standard of practice.
- 5. Project Horizontal and Vertical Control.
  - a) The Horizontal and Vertical Control for this project shall be based on the same datum, basis of bearing, calibration and benchmark as used for the Aerial Survey.
  - b) Horizontal Control Shall be based on the CCS83 Zone 6, 1991.35 epoch, U.S. Survey Feet per ROS 14492. It is required to tie into a first order monument per ROS 14492 unless a first order monument no longer exists within a three mile radius.
  - c) Vertical Control shall be based on NGVD29 per benchmarks in the City of San Diego Bench Book. Non 1970 adjusted and 1970 adjusted benchmarks listed with an asterisk (\*) in the City Benchmark book are not to be used together for Vertical Control – common adjustment sets are to be used.
  - d) If adjacent City projects have been found and are included in the research packages, measurements to a minimum of 3 common control or ROW points shall be made for evaluation and consistency between projects. These projects can be used for establishing common horizontal or vertical control, joining or adding to existing data, and/or as an inventory of survey monuments for search purposes.
- 6. Deliverables.
  - a) Horizontal and Vertical Control.
    - Completed Calibration sheet indicating the monuments used to establish the Basis of Bearings and Vertical Benchmark held to control this survey. The horizontal and vertical control shall be set by the Surveyor that's issued the first Notice to Proceed.
  - b) Field Data.
    - i. Data collected as points and break lines to define a proper DTM beyond the identified mapping limits if requested.

- ii. Include utilities collected on surface as required.
- iii. Include horizontal control points from ROS 14492 to define the Basis of Bearings and Vertical control Benchmark(s) to establish elevation.
- iv. Include Monument points covering the area of work.
- v. Data collector project files.
  - Raw (unedited) data file.
  - Project file.
  - Point data text file in "comma delimited format".
- vi. CADD File.
  - A digital design file displaying all field work, existing right-of-way monuments, and utility feature data per City CADD standards. The design file shall be complete, correct, and free of duplicate elements.
  - The following data shall be included in the electronic mapping file: Name of Design/Engineering Firm and/or Surveyor doing the project, Company Logo (if available), Name of project, Work order number, Date & Scale.
  - Include right-of-way monument elements.
  - Use appropriate levels and attributes for all elements to meet City of San Diego CADD Standards.
- c) Topography
  - i. Create and deliver a complete ASCII coordinate list (.txt/.doc etc.) as a result of the geometry report of the final .ALG file.
  - ii. Use appropriate levels and attributes for all elements to meet City of San Diego CADD Standards.
- d) Records Research.
  - i. If requested, all public or private records acquired to assist with right-of-way monument collection.
  - ii. City records may include but are not limited to GIS scope plots, sewer and water sheets, loose leaf survey notes, Tie Point sheets, dedication or vacation drawings, easement drawings, benchmark list, and etc.
  - iii. After initial search of City records by the Surveyor, they may request City assistance to search for hard to find records.

- e) Right-of-Way Monument Survey Locations
  - All monuments within the survey limits shall be searched and located if found. Sufficient additional monuments to control all boundaries extending from the survey limits shall be located to facilitate LSS ROW Mapping (i.e. block corners, points of curve, and etc.).
    - All found survey monuments shall describe the character and identifying reference marks.
    - City survey notes and City drawings can be provided, as applicable.
- f) The appropriate City of San Diego cell library (V8 City existing.cel), font resource file (V8 City font.rsc), color table (V8 City color.tbl), line style (V8 City Line style.rsc), level scheme, and seed file parameters are to be used for placement of all elements in the design files, with strict adherence to "Working Units" and seed file "Global Origin". Base map level schemes are attached. A CD containing the most current version of the above seed files, cell libraries and font resource files will be provided, if needed, upon request.

## 3-10.7 Construction Survey/Staking

- Construction staking surveying shall be performed with the standards customarily adhered to by an experienced and competent land surveying firm using the degree of care and skill ordinarily exercised by reputable professionals practicing in the same field of service in the State of California. Where approval by the City is required, it is understood to be general approval only and shall not relieve the Design Firm of their responsibility to comply with all applicable laws, codes, and good consulting practices.
- 2. Field Measurements shall comply with the local standards of practice. All construction staking with a gradient of less than 1.5% shall be performed by a total station survey instrument. Gradients less than 0.2% shall require a level run prior to construction, and all said services shall be performed by the Surveyor.
- 3. The following are minimum requirement guidelines for various types of staking:
  - a) Limits of work 50-foot maximum interval.
  - b) Limits of Demolition 50-foot maximum interval.
  - c) Rough grade stakes 50-foot maximum interval.
  - d) Finish grade stakes 50-foot maximum interval.
  - e) Slope staking at 50-foot maximum interval.
  - f) Contour staking @ 50-foot maximum interval.

- g) Curb stakes with offset to face of curb, and grade to top of curb with 50-foot maximum interval.
- h) Storm drain at 50-foot maximum interval where grade exceeds 1%.
- i) Sewer lines at 50-foot maximum interval where grade exceeds 1%.
- j) Water lines at 50-foot' maximum interval offset to near curb face (no grades minimum cover).
- k) Dry utilities at 50-foot maximum interval where grade exceeds 1%.
- Construction staking involving horizontal and vertical curves shall be staked at 25-foot maximum intervals, and further densification for deltas on applicable curb returns and pipe joints.
- m) Storm Drain inlet stakes shall be on face of curb produced, and on string line grade.
- n) Walls staked at footing breaks, with station interval of 25-foot maximum intervals.
- o) Buildings offsets to outside face of wall.
- p) Bridge abutments and bents on opposing sides.

#### **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.

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

4. The approved dewatering system shall include a suitably sized pipeline to transport extracted groundwater from the Work Site to the indicated point of discharge as applicable under the dewatering permit in force during the dewatering operations. The alignment of this pipeline shall be subject to the approval by the Engineer. Where the pipeline is allowed to cross roadways or parking areas, you shall be required to install a conduit below the traveled surface. The installation shall provide protection for the temporary pipeline and a smooth transition across the traveled Surface in accordance with Standard Drawing SDG-107, "Pavement Restoration for Asphalt Concrete

Surfaced Streets - Major Excavation" or a concrete trench cap in accordance with Standard Drawing SDG-108, "Pavement Restoration for Concrete Surfaced Streets and Alleys - Major Excavation".

# 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", DELETE Item 1 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:
  - Other adjacent City projects are scheduled for construction for the same time period in the vicinity Rancho Bernardo. See Appendix F Adjacent Projects Maps for the approximate location. Coordinate the Work with the adjacent projects as listed below:
    - a) Citywide Street Lights 1950 , Project Manager is Craig Hoenes, phone no. 619-527-5469
    - b) 12200 Escala Drive SD Emergency, Project Manager Manual Gonzalez, phone no. 619-533-3471
    - c) Rancho Bernardo Industrial Pump Station Replacement, Project Manager Eric Rubalcava, phone no. 619-533-3647
  - Other adjacent City projects are scheduled for construction for the same time period in the vicinity Carmel Mountain. See Appendix F Adjacent Projects Maps for the approximate location. Coordinate the Work with the adjacent projects as listed below:
    - d) Accelerated MH Referral Group 1, Project Manager Jody Cheung, phone no. 858-573-507
    - e) Asphalt Overlay Group 2402, Project Manager Chun Yu Chan, phone no. 619-533-7416
  - Other adjacent City projects are scheduled for construction for the same time period in the vicinity **Rancho Penasquitos**. See **Appendix F – Adjacent Projects Maps** for the approximate location. Coordinate the Work with the adjacent projects as listed below:
    - f) Slurry Seal Group 2324, Project Manager Kevin Yacoub, phone no. 619-527-8034
    - g) Slurry Seal Group 2424, Project Manager Kevin Yacoub, phone no. 619-527-8034
    - h) CMP Storm Drain Lining II, Project Manager Daniel Yelsits, phone no. 619-533-5215

# **SECTION 4 - CONTROL OF MATERIALS**

- **4-3.6 Preapproved Materials.** To the "WHITEBOOK", ADD the following:
  - 3. You shall submit in writing a list of all products to be incorporated in the Work that are on the AML.
- **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:

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

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

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

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

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

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

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

# 5-4.2.4 Contractors Pollution Liability Insurance.

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

# 5-4.2.5 Contractors Hazardous Transporters Pollution Liability Insurance.

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

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

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

- 1. For Contracts with required engineering services, including <u>Design-Build</u> and preparation of engineered Traffic Control Plans (TCP) by you, you shall keep or require all of your employees and Subcontractors, who provide professional engineering services under Contract, to provide to the City proof of Professional Liability coverage with a limit of no less than **\$3,000,000** per claim and **\$3,000,000** aggregate per policy period of one year.
- 2. You shall ensure the following:
  - a) The policy retroactive date is on or before the date of commencement of the Project.
  - b) The policy will be maintained in force for a period of three years after completion of the Project or termination of the Contract, whichever occurs last. You agree that, for the time period specified above, there will be no changes or endorsements to the policy that affect the specified coverage.
- 3. If professional engineering services are to be provided solely by the Subcontractor, you shall:
  - a) Certify this to the City in writing, and
  - b) Agree in writing to require the Subcontractor to procure Professional Liability coverage in accordance with the requirements set forth here.
- **5-4.3 Rating Requirements.** Except for the State Compensation Insurance Fund, all insurance required by this Contract shall be carried only by responsible insurance companies with a rating of, or equivalent to, at least "A-, VI" by A.M. Best Company, that are authorized by the California Insurance Commissioner to do business in the state of California, and that have been approved by the City.

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

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

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

## 5-4.5 Policy Endorsements.

## 5-4.5.1 Commercial General Liability Insurance.

- **5-4.5.1.1** Additional Insured. To the fullest extent permitted by law and consistent with the limiting provisions set forth at California Civil Code section 2782, California Insurance Code section 11580.04, and any applicable successor statutes limiting indemnification of public agencies that bind the City, the policy or policies shall be endorsed to include as an Additional Insured the City and its respective elected officials, officers, employees, agents, and representatives, with respect to liability arising out of:
  - i. Ongoing operations performed by you or on your behalf,
  - ii. your products,
  - iii. your work, e.g., your completed operations performed by you or on your behalf, or
  - iv. premises owned, leased, controlled, or used by you.
- **5-4.5.1.2 Primary and Non-Contributory Coverage.** The policy shall be endorsed to provide that the coverage with respect to operations, including the completed operations, if appropriate, of the Named Insured is primary to any insurance or self-insurance of the City and its elected officials, officers, employees, agents and representatives. Further, it shall provide that any insurance maintained by the City and its elected officials, officers, employees, agents and representatives 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. The Designated Construction Project General Aggregate Limit 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 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 of the selected officials, officers, employees, agents and representatives agents and representatives shall be in excess of your insurance and shall not contribute to it.
- **5-4.5.4.3 Severability of Interest.** For Contractors Hazardous Transporters Pollution Liability Insurance, the policy or policies shall provide that your insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability, and shall provide cross-liability coverage.
- **5-4.6 Deductibles and Self-Insured Retentions.** You shall disclose deductibles and selfinsured 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.
- **5-10.2.1 Public Notice by Contractor.** To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

#### 5-10.2.1 Public Notice by Contractor.

1. Post Project Identification Signs in accordance with 3-11.2, "Project Identification Signs".

- 2. No less than 5 and no more than 10 Working Days in advance of Project construction activities and utility service interruptions, you shall notify all critical facilities, businesses, institutions, property owners, residents, or any other impacted stakeholders within a minimum 300-foot (90 m) radius of the Project i.e., work area and any other affected areas as shown on the "Notification of Planned Water Shutdown" when you perform the Work.
- 3. The notification process must be repeated for delays and long pauses in construction activities. Verbal and written notifications, such as door hangers, shall be sent to critical facilities (including but not limited to police stations, fire stations, hospitals, and schools). A copy of written notifications sent to any critical facility shall also be sent to the Engineer.
- 4. You shall keep records of the people contacted, along with the dates of notification, and shall provide the record e.g., time-stamped pictures of the notices, to the Engineer upon request. You shall identify all other critical facilities that need to be notified.
- 5. Verbal and written notifications shall also include specific impacts from the construction of the City facilities, e.g., fire hydrants, air vacuum and blow-off devices, pedestrian ramps, and sidewalks, e.g., the loss of parking, access, and impact to private property, e.g., landscaping.
- 6. Furnish and distribute public notices in the form of door hangers using the City's format to all occupants and/or property owners along streets and all critical facilities such as police stations, fire stations, hospitals, and schools.
- 7. Where Work is to be performed at least 5 and at most 10 Working Days before starting construction, survey activities, or impacting the community as approved by the Engineer.
- 8. Within 5 Working Days of the completion or pausing of your construction activities where Work was performed, you shall distribute public notices in the form of door hangers, which outline the anticipated dates of Asphalt Resurfacing, Slurry Seal, Sidewalk, or Curb Ramp Work. Upon resuming construction activities, you shall redistribute door hangers described in section a) above.
- "No Parking" signs shall be placed 72 hours before the scheduled construction activities and must include the name and phone number of the Contractor. The Contractor shall document the placement of the signs with time-stamped pictures.
- 10. Leave the door hanger notices on or at the front door of each dwelling and apartment unit and at each commercial building tenant abutting each street block segment.
- 11. Where the front doors of apartment units are inaccessible or occupants are unavailable, distribute the door hanger notices to the apartment manager or security officer and leave your contact information, such as business cards.
- 12. Provide time-stamped pictures of the notices to the Engineer,

- 13. Door Hanger Material: You shall use Blanks/USA brand, Item Number DHJ5B6WH, 1¼ inch (31.8 mm) Holes (removed), 2-up Jumbo Door Hanger in Bristol White, or approved equal.
- 14. Door hangers shall include the funding source if project is funded in part by State Gas Tax Revenue (SB1 Funds).
- 15. Mailed Notice Material: You shall use Cougar by Domtar, Item Number 2834, or approved equal.
- 16. For all Work on private property, contact each owner and occupant individually a minimum of 15 Working Days before the Work. If the Work has been delayed, re-notify owners and occupants of the new Work schedule, as directed by the Engineer.
- 17. A sample of public notices will be included in the Contract.

## **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".

## 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, <u>JJaro@sandiego.gov</u>

#### 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 **Appendix D Sample City Invoice** 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) Escala Drive, No work shall be performed prior to September 15, 2024 and from February 1, 2025 to September 15, 2025 (inclusive).

## ADD:

# 6-6.1.1 Environmental Document.

- 1. The City of San Diego has prepared a **Notice of Exemption** for **AC 2403** (**Asphalt Overlay Group 2403**), Project No. **B-24013.02.06**, as referenced in the Contract Appendix. You shall comply with all requirements of the **Notice of Exemption** as set forth in **Appendix A**.
- The City of San Diego has prepared a Notice of Exemption for AC 2301, AC 2302, AC2305 and AC2306 (Asphalt Overlay Group 2403), 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.
- 3. The City of San Diego has prepared a **Notice of Exemption** for **Asphalt Concrete Overlay (AC) 2301, 2305 and 2306 (Asphalt Overlay Group 2403),** Project No. **B-23130.02.06, 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**.
- 4. 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

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

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

- **7-3.1 General.** To the "WHITEBOOK", ADD the following:
  - 3. The Lump Sum Bid item for "**Construction (Curb Ramp Special Design)**" shall include the construction of all curb ramps identified as Special design and shall include but is not limited to ramp runs, transition areas up (up to 15 ft), landings, DWT, demolition and disposal, forming, relocating or adjusting items conflict to grade, protecting and preserving existing survey monments and improvements, slot trench resurfacing, excavate and export of any unsuitable materials encountered during excavation, base repair materials, curb paint, colored concrete and all labor, materials needed for the construction specified in **Appendix L Concrete Scope Sheet** identified as Special Design ("S"), Contract Documents, and Technical Specification.
  - 4. The Lump Sum Bid item for "Engineering and Design Services (Curb Ramp Special Design)" shall include and is not limited to the evaluation, design, preparation of plans, reviews, and any required survey needed to complete the design of the special design ramps as specified in Appendix L - Concrete Scope Sheet identified as Special Design ("S"), Contract Documents, and Technical Specification.

## **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 and Crown Reduction"

- e) "Curb Ramp (Type A) with Stainless Steel Detectable Warning Tiles"
- f) "Curb Ramp (Type B) with Stainless Steel Detectable Warning Tiles"
- g) "Curb Ramp (Type C1) with Stainless Steel Detectable Warning Tiles"
- h) "Curb Ramp (Type C2) with Stainless Steel Detectable Warning Tiles"
- i) "Traffic Signal Loop and Appurtenance Replacement (Type E and type E Modify)"
- j) "Traffic Signal Loop and Appurtenance (Type Q)"
- k) "Excavation for Base Repair"
- l) "Asphalt Concrete Base"
- m) "Class II Base"
- n) "Asphalt concrete with Aramid Fiber (2.1 Oz Aramid Fiber per Ton Asphalt Concrete) - 2 Inch"
- o) "Asphalt concrete with Aramid Fiber (2.1 Oz Aramid Fiber per Ton Asphalt Concrete) - 3 Inch"
- p) "Asphalt concrete (2 Inch)"
- q) "New Pedestrian Push Button"
- r) "New Pedestrian Push Button Post"
- s) **"Excavation for Base Repair (Unscheduled)**"
- t) "Crushed Miscellaneous Base (Unscheduled)"
- u) "Unclassified Excavate and Export"
- v) "Adjust Existing Manhole Frame and Cover to Grade"
- w) "Adjust Existing Gate Valve Frame and Cover to Grade"
- x) "Adjust Existing Sewer Clean Out Frame and Cover to Grade"
- y) "Adjust Existing Survey Monument to Grade"
- z) "Reconstruct Survey Monument Box"
- 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 and Crown Reduction"
    - e) "Curb Ramp (Type A) with Stainless Steel Detectable Warning Tiles"
    - f) "Curb Ramp (Type B) with Stainless Steel Detectable Warning Tiles"
    - g) "Curb Ramp (Type C1) with Stainless Steel Detectable Warning Tiles"
    - h) "Curb Ramp (Type C2) with Stainless Steel Detectable Warning Tiles"
    - i) "Traffic Signal Loop and Appurtenance Replacement (Type E and type E Modify)"
    - j) 'Traffic Signal Loop and Appurtenance (Type Q)"
    - k) **"Excavation for Base Repair"**
    - I) "Unclassified Excavate and Export"
    - m) "Asphalt Concrete Base"
    - n) "Class II Base"
    - o) "Asphalt concrete with Aramid Fiber (2.1 Oz Aramid Fiber per Ton Asphalt Concrete) - 2 Inch"
    - p) "Asphalt concrete with Aramid Fiber (2.1 Oz Aramid Fiber per Ton Asphalt Concrete) - 3 Inch"

- q) "Asphalt concrete (2 Inch)"
- r) "New Pedestrian Push Button"
- s) "New Pedestrian Push Button Post"
- t) **"Excavation for Base Repair (Unscheduled)**"
- u) "Crushed Miscellaneous Base (Unscheduled)"
- v) "Adjust Existing Manhole Frame and Cover to Grade"
- w) "Adjust Existing Gate Valve Frame and Cover to Grade"
- x) "Adjust Existing Sewer Clean Out Frame and Cover to Grade"
- y) "Adjust Existing Survey Monument to Grade"
- z) "Reconstruct Existing Survey Monument Box"
- 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:

<b>TABLE 7-3.9</b>		
FIELD ORDER LIMITS		

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

Contract Price	Maximum Each Field Order Work Amount
\$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.

#### **SECTION 203 - BITUMINOUS MATERIALS**

- **203-6.1 General.** To the "WHITEBOOK" and "GREENBOOK", DELETE in its entirety and SUBSTITUTE with the following:
- **203-6.1 General.** Asphalt concrete shall be the product of mixing mineral aggregate and reclaimed asphalt pavement (RAP) with asphalt binder at a central mixing plant.

When specified in the Special Provisions, asphalt concrete may be produced using a warm mix asphalt (WMA) technology.

Unless otherwise specified in the Special Provisions or shown on the Plans, asphalt concrete mixtures shall conform to 203-6.4.

If the asphalt concrete mixture contains more than 15% RAP, refer to Caltrans Standard Specifications Section 39, "Asphalt Concrete" for "Materials" and "Construction" requirements only unless specified otherwise in these (1) Supplementary Special Provisions, (2) The "WHITEBOOK", and (3) The GREENBOOK in that order of precedence. Replace all references to actions by the "Department" with actions by the "City."

#### **203-6.2.1 Asphalt Binder.** To the "GREENBOOK", ADD the following:

Unless otherwise specified, for mixtures containing 15 percent or less RAP, the performance grade of the virgin asphalt binder shall be the grade specified in the Special Provisions with the upper and lower temperature classification of Performance Grade (PG) 64-10.

For mixtures containing greater than 15 percent and not exceeding 25 percent RAP, the performance grade of the virgin binder shall be the grade specified in the Special Provisions with the upper and lower temperature classification of PG 58-16.

For mixtures containing greater than 25 percent RAP, the performance grade of the asphalt binder shall be determined based on viscosity and blending charts developed in accordance with AASHTO M323.

# **203-6.2.2** Rock Products for Asphalt Concrete Mixtures. To the "GREENBOOK", ADD the following:

Aggregates must be clean and free from deleterious substances. The aggregates for a leveling course must comply with the gradation specifications for Type A HMA in Caltrans Standard Specification Section 39-2.02B.

# **203-6.2.3** Rock Products for Type III Asphalt Concrete Mixtures. To the "GREENBOOK" ADD the following:

Aggregate gradation must be determined before the addition of asphalt binder and must include supplemental fine aggregates. Test for aggregate gradation under AASHTO T 27. Do not wash the coarse aggregate. Wash the fine aggregate only. Use a mechanical sieve shaker. Aggregate shaking time must not exceed 10 minutes for each coarse and fine aggregate portion. Choose a TV within the TV limits shown in the tables titled "Aggregate Gradations." Gradations are based on nominal maximum aggregate size.

#### **203-6.2.5.1 General.** To the "GREENBOOK" ADD the following:

RAP shall be defined as asphalt concrete pavement that has been processed to a maximum of 1 inch (25 mm) in size and is free of contaminants. RAP may be substituted for part of the virgin aggregate in a quantity up to the lowest level allowed in the Caltrans Standard Specifications by dry weight of the combined aggregates.

Unless specified otherwise, RAP may be substituted for part of the virgin aggregate at or above the level allowed in the Caltrans Standard Specifications; currently, 25 percent by dry weight of the combined aggregates.

#### **203-6.2.5.2 RAP Stockpiles.** To the "GREENBOOK", ADD the following:

Fractionated RAP stockpiles shall be isolated from other materials. Fractionated RAP shall be stored in conical or longitudinal stockpiles. Fractionated RAP shall not be agglomerated or be allowed to congeal.

# **203-6.2.5.3 Fractionation.** To the "GREENBOOK". DELETE in its entirety and SUBSTITUTE with the following:

Fractionation is the processing of RAP into 2 or more sizes. For RAP substitution of 15 percent or less, fractionation is not required. For RAP substitution greater than 15 percent, RAP shall be fractionated into 2 sizes conforming to the requirements shown in Table 203-6.2.5.3. The RAP stockpile fractionation gradation shall conform to the requirements shown in Table 203-6.2.5.3.

#### Table 203-6.2.5.3

Size	Test Method	Requirement
Coarse (% passing the 1-inch sieve)	California Test 202ª	100
Fine (% passing the 3/8-inch sieve)	California Test 202ª	98-100

<sup>a</sup> Maximum mechanical shaking time is 10 minutes.

If RAP is from multiple sources, the RAP shall be thoroughly and completely blended before fractionating.

The coarse fractionated stockpile, the fine fractionated stockpile, or a combination of the coarse and fine fractionated stockpile may be used.

## **203-6.2.5.4 Testing.** To the "GREENBOOK", ADD the following:

The mix design RAP stockpile shall be sampled and tested in accordance with California Test 384. The average shall be reported on the mix design submittal. When the mix design RAP stockpile is augmented, RAP used to augment the stockpile shall be sampled at a minimum frequency of I sample per 500 tons in accordance with California Test 384 before augmenting. Each sample shall be tested to determine the uncorrected binder content in accordance with AASHTO T 308. The same ignition oven shall determine the uncorrected asphalt binder content reported on the mix design submittal.

The augmented RAP sample, when tested under AASHTO T 209, shall be within  $\pm$  0.06 of the average maximum specific gravity reported on the mix design submittal.

For startup of a project:

- 1. Less than 5,000 tons of a QC test from another City approved submittal from the same plant within the last 90 days may be submitted for review.
- 2. For greater than 5,000 tons the following QC test must be completed and submitted to the Engineer:

Quality Characteristic	Test Method
Asphalt binder content	AASHTO T 308, Method A
HMA moisture content	AASHTO T 329
Combined Aggregate Gradation	California Test 384
Combined Aggregate Sand equivalent	California Test 217 or ASTM D2419
Combined Aggregate Moisture content	AASHTO T 255
Air voids content	AASHTO T 269
Voids in mineral aggregate	MS-2 Asphalt mixture volumetrics
Dust proportion	MS-2 Asphalt mixture volumetrics
Hveem Stability	MS-2 and OBC CT 367
Hamburg wheel track	AASHTO T 324 (modified)

During production, RAP QC testing shall be sampled twice daily and the following additional tests shall be performed with the minimum frequency:

Quality Characteristic	Test Method	Minimum Frequency
Asphalt binder content	AASHTO T 308, Method A	1 per day with a minimum of 500 tons
Aggregate Gradation – combined with RAP	California Test 384	1 per day with a minimum of 100 tons
Aggregate Sand equivalency	California Test 217 or ASTM D2419	1 per day with a minimum of 100 tons
Aggregate Moisture content	AASHTO T 255	1 per day with a minimum of 100 tons
Hveem Stability	MS-2 and OBC CT 367	1 per day with a minimum of 100 tons
Hamburg wheel track	AASHTO T 324 (modified)	1 per 5,000 tons or 1 per project, whichever is greater
Nuclear gauge density	California Test 375	1 per 50 tons

# **203-6.2.5.5 Quality.** To the "GREENBOOK", ADD the following:

For RAP content higher than 15% in HMA, refer to Sections 39-2.01, "General"; 39-2.02, "Type A Hot Mix Asphalt," and 39-2.03, "Rubberized Hot Mix Asphalt--Gap Graded," of the Caltrans Standard Specifications in effect at the time of Bid for the quality assurance requirements. Under this process, the contractor performs quality control testing, and the City performs acceptance testing and inspection. The acceptance decision is based on the City's test results only.

RAP shall conform to the requirements shown in Table 203-6.2.5.5:

Quality Characteristic	Test method	Requirement
Uncorrected Binder Content (% within the	AASHTOT308	±2.00
Specific gravity (within the average value	AASHTO T 209	±0.06
Combined Aggregates Sand Equivalent (min)	California Test 217 or ASTM	50

Table 203-6.2.5.5

<sup>a</sup> Average uncorrected binder content of 3 ignition oven tests performed.

<sup>a</sup> Average maximum specific gravity reported on the JMF.

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

## 203-6.3.1 General.

- 1. The Contractor shall submit in accordance with 3-8.4 a JMF that summarizes each asphalt concrete mix design for each class and grade of asphalt concrete required to construct the Work. Supporting information for the warm mix asphalt (WMA) technology and/or recycling agent, if included in a mixture, shall also be submitted e.g., C2 PG 58-16 (½ inch) (12.5 mm) and B3 PG 58-16 (¾ inch) (19 mm) asphalt concrete.
- 2. Asphalt concrete for JMF and Mix Designs shall be Type III and shall not exceed the allowable RAP level.
- 3. The JMF shall identify the source and the individual grading of each material used to produce the mix design (including the percentage and individual gradation of any manufactured or natural sands), the combined gradation, the optimum binder content (OBC), void content, reclaimed asphalt pavement (RAP) percentage, RAP gradation, RAP binder content, stability value, plant identification, mix number, WMA technology, and the source and performance grade of the paving asphalt. Upon request, the mix design test data represented by the JMF shall be immediately made available to the Engineer.
- 4. When greater than 25 percent RAP is to be included in a mixture, a mix design shall be submitted on Caltrans Forms CEM-3511 and CEM-3512 or another format as approved by the Engineer. The submittal shall include supporting information showing the viscosity of the individual binders (both the virgin paving asphalt grade and that of the binder recovered from the RAP); and the amount of recycling agent, if any, and the blended final viscosity in accordance with AASHTO M323.
- 5. For all mixtures, the asphalt binder content shall be defined as the total bituminous material present in the mix consisting of the blend of virgin paving asphalt, residual paving asphalt from RAP, and recycling agent.
- 6. Refer to Caltrans Standard Specifications i.e., 39-2.01A(3)(b), "Job Mix Formula" for additional requirements for modifications, renewal, authorization, and quality control plan.
- 7. A new mix design shall be prepared and a new JMF submitted if:
  - a) the combined aggregate gradation is not within ± 3 percentage points of the gradation shown on the referenced mix design on any sieve,
  - b) the source of any aggregate is changed,
  - c) the performance grade of paving asphalt is changed,

- d) the average binder content in a new fractionated RAP stockpile varies by more than ± 2.00 percent from the average RAP binder content reported on the JMF,
- e) the average maximum specific gravity in a new fractionated RAP stockpile varies by more than  $\pm$  0.060 from the average maximum specific gravity value reported on the JMF.
- 8. AASHTO T 324 (Modified) is AASHTO T 324 (Standard Method of Test for Hamburg Wheel-Track Testing of Compacted Asphalt Mixtures) with the following parameters:
  - a) Target air voids must equal 7.0 ± 1.0 percent.
  - b) Specimen height must be  $60 \pm 1$  mm.
  - c) Number of test specimens must be 4 to run 2 tests.
  - d) Do not average the 2 test results.
  - e) Test specimen must be a 150 mm gyratory compacted specimen.
  - f) Test temperature must be set at:
    - 1.  $22 \pm 2$  degrees F for PG 64 for use of 15% RAP
    - 2. Measurements for impression must be taken at every 100 passes along the total length of the sample.
  - g) Inflection point is the number of wheel passes at the intersection of the creep slope and the stripping slope at maximum rut depth.
  - h) Testing shut off must be set at 25,000 passes.
  - i) Submersion time for samples must not exceed 4 hours.
- 9. Take samples under California Test 125.
- ADD:
- **203-6.3.3 Asphalt Binder Replacement**. Asphalt binder replacement shall be defined as the asphalt binder from RAP expressed as a percent of the total asphalt binder in the mixture. The asphalt binder replacement shall be calculated as a percentage of the approved JMF target asphalt binder content. The maximum asphalt binder replacement for mixtures containing RAP shall be 25 percent of the optimum binder content (OBC) for surface courses and 40 percent for leveling and base courses.

For Type A HMA with a binder replacement percent less than or equal to 25 percent of your specified OBC, you may request that the performance-graded asphalt binder grade with upper and lower temperature classifications be reduced by 6 degrees C from the specified grade. Once the City has approved a mix design, the asphalt binder content shall be within 0.5% of the identified target binder contents for each mix design submitted.

Each approved asphalt plant and location shall perform an annual verification process with the City.

- **203-6.4.3 Combined Aggregates and Reclaimed Asphalt Pavement (RAP).** To the "GREENBOOK", subsection "a", DELETE in its entirety and SUBSTITUTE with the following:
  - a. The combined aggregates shall have a minimum sand equivalent of 50 when tested in accordance with California Test 217 or ASTM D2419.

# ADD

# 203-6.4.5 Miscellaneous Areas and Dikes

For miscellaneous areas and dikes:

- 1. Choose the aggregate gradation from:
  - a) 1/2-inch Type A HMA aggregate gradation.
  - b) Dike mix aggregate gradation.
- 2. Choose asphalt binder Grade PG 58-16 or 64-10.
- 3. Minimum asphalt binder content must be:
  - a) 5.70 percent for 1/2-inch Type A HMA aggregate gradation.
  - b) 6.00 percent for dike mix aggregate gradation.

If you request and the Engineer authorizes, you may reduce the minimum asphalt binder content. Aggregate gradation for dike mix must be within the TV limits for the specified sieve size as shown below:

Sieve size	Target value limit	Allowable tolerance
1/2"	100	
3/8"		95 - 100
No. 4	73-77	TV ± 10
No. 8	58-63	TV ± 10
No. 30	29-34	TV ± 10
No. 200		0 - 14

For HMA used in miscellaneous areas and dikes, sections 203-6.3.1 do not apply.

#### **203-6.7 Production.** To the "GREENBOOK" ADD the following:

1. Before production, the HMA plant must have a current qualification under the City's Material Plant Quality Program for each mix design.

#### **203-6.7.1 General.** To the "GREENBOOK", ADD the following:

During production, the hot- or cold-feed proportion controls for virgin aggregate and RAP may be adjusted. For RAP substitution of 15 percent or less, RAP must be within  $\pm$  5 of the RAP percentage shown in the approved JMF fo1m without exceeding 15 percent. For RAP substitution of greater than 15 percent, RAP must be within  $\pm$  5 of the RAP percentage shown in the approved JMF form without exceeding 25 percent.

Do not start HMA production before verification and authorization of JMF. The HMA plant must have a current qualification under the City's Material Plant Quality Program. Weighing and metering devices used to produce HMA modified with additives must comply with the City's MPQP. If a loss-in-weight meter is used for dry HMA additive, the meter must have an automatic and integral material delivery control system for the refill cycle.

Calibrate the loss-in-weight meter by:

- 1. Including at least 1 complete system refill cycle during each calibration test run
- 2. Operating the device in a normal run mode for 10 minutes immediately before starting the calibration process
- 3. Isolating the scale system within the loss-in-weight feeder from surrounding vibration
- 4. Checking the scale system within the loss-in-weight feeder for accuracy before and after the calibration process and daily during mix production
- 5. Using a minimum 15 minute or minimum 250 lb. test run size for a dry ingredient delivery rate of less than 1 ton per hour.
- 6. Complying with the limits of City's Conveyor Scale Testing

Proportion aggregate by hot or cold-feed control. The aggregate temperature must not be more than 375 degrees F when mixed with the asphalt binder. Asphalt binder temperature must be from 275 to 375 degrees F when mixed with aggregate. Mix HMA ingredients into a homogeneous mixture of coated aggregates.

HMA must be produced at the temperatures shown in the following table:

HMA compaction	Temperature (°F)
НМА	
Density based Method	s; 325
	305–325

If you stop production for longer than 30 days, a production start-up evaluation is required.

## **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 and export 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 the Appendices.
- 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 25% RAP in content.
- i. A Base repair identified prior to initiation of the preparatory work shall be considered scheduled.

- j. 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.
- k. 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"**.
  - 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.

- 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

- **302-5.4 Tack Coat.** To the "WHITEBOOK", ADD the following:
  - 3. Prior to applying the tack coat, submit calculations for the minimum spray rate required to achieve the minimum residual rate.
- **302-5.9 Measurement and Payment.** To the "WHITEBOOK", ADD the following:
  - Asphalt concrete pavement will be paid for the contract unit price for 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 masonry work and existing asphalt beyond the limits of the slot trench or pavement resurfacing shall be measured in square feet of the 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 **"Unclassified Excavate and Export" and "Class II Base"** No Payment shall be made for areas of over excavation as determined by the Engineer.

When subgrade preparation is required, Payment for excavation and export of material encountered beyond the Subgrade preparation thickness included in the bid item and shall be made at the contract unit bid price for "**Unclassified Excavate and Export**" 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. 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.
  - 12. Any concrete work requiring asphalt repair that is outside of the resurfacing limits shall be repaired as required by Section 301-1.6.

- 13. Limits of work have been identified in the appendices.
- 14. Additional locations may be added as directed by the Engineer.
- 15. 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.
- 16. Prior to milling or hammering PCC, the edges adjacent to any pavement or hardscape shall be saw cut.
- 17. Hardscape such as bricks may be removed, set aside, and reinstalled in a manner satisfactory to the Engineer.
- 18. Damages due to failure to protect existing improvements to adjacent improvements shall be repaired at your expense as directed by the Engineer.
- 19. Material removed, regardless of removal method, shall be disposed of at a legal site.
- 20. Coordination for relocation of utilities and appurtenances shall be required as part of the preparatory work as directed by the Engineer.
- 21. 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.
- 22. The placement of pedestrian push buttons and push button posts shall be determined in advance of installation 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 demolition, removal, and replacement of residential concrete driveways shall be made at the Contract Unit Bid Price for **"Commercial Concrete Driveway**" per square foot of concrete placed.
- 7. 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.
- 8. 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.
- 9. 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.
- 10. 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.
- 11. 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.
- 12. 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.
- Payment for subgrade repair for the concrete masonry bid items, shall be included in the Bid Item for "Unclassified Excavation and Export" and "Class II Base." No Payment shall be made for areas of over excavation as determined by the Engineer.

- 14. 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.
- 15. 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.
- 16. When subgrade preparation is required, Payment for excavation of material encountered beyond the subgrade preparation thickness shall be included in the bid item **"Unclassified Excavation and Export**" as approved by the Engineer. Payment for the subgrade material placed beyond the thickness shall be included in the bid item **"Class II Base."**
- 17. The payment for Excavation and Export of the unsuitable material for subgrade repair for the concrete masonry bid items shall be paid at the Contract Price for "**Unclassified Excavation and Export**" for each bank cubic yard of material removed as approved by the Engineer. This item includes but is not limited to labor, materials, equipment, hauling, disposing, and all preparatory work associated with the removal and disposal of the unsuitable material.
- 18. The payment for the subgrade repair material shall be paid at the Contract Unit Price for **"Class II Base"** for each ton of material placed as approved by the Engineer. This item includes but is not limited to labor, material, equipment, hauling, compacting, and all preparatory work associated with the placement of the subgrade material.
- 19. 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 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".

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

**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, thermoplastics, pavement devices, and the installation of new striping, pavement markers, thermoplastics, pavement devices shall be included in the Lump Sum Bid item for "**Removal and Replacement of Existing Paint Striping**." This bid item excludes the removal and replacement of existing and installation of traffic striping modifications for the following locations:
    - a) Avenida Magnifica between Handrich and Moselle
    - b) Scripps Trail between Rue De Amis and Timberlake
    - c) World Trade Dr between Conference and Stoney Peak

- 2. The payment for the removal and replacement of existing traffic striping, pavement markings, curb painting, and pavement markers, thermoplastics, continental crosswalks, pavement devices, and the installation of new striping, pavement markers, thermoplastics, continental crosswalks, pavement devices shall be included in the lump sum Bid item for "**Removal and Replacement of Existing Paint Striping (Avenida Magnifica)**"
- 3. The payment for the removal and replacement of existing traffic striping, pavement markings, curb painting, and pavement markers, thermoplastics, continental crosswalks, pavement devices, and the installation of new striping, pavement markers, thermoplastics, continental crosswalks, pavement devices shall be included in the lump sum Bid item for "**Removal and Replacement of Existing Paint Striping (World Trade Dr)**."
- 4. The payment for the removal and replacement of existing traffic striping, pavement markings, curb painting, and pavement markers, thermoplastics, continental crosswalks, pavement devices, and the installation of new striping, pavement markers, thermoplastics, continental crosswalks, pavement devices shall be included in the lump sum Bid item for "**Removal and Replacement** of Existing Paint Striping (Scripps Trail)."
- **314-4.4.6 Payment.** To the "WHITEBOOK", item 5, DELETE in its entirety and SUBSTITUTE with the following:
  - 5. The payment for the thermoplastic traffic striping of continental crosswalks shall be included in the Lump Sum Bid item for "**Continental Crosswalks**" and shall include the payment for the removal of existing striping, pavement markers, and paving markings.

### **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 top soil to backfill and firmly compact the holes or depressions to finish grade and shall make a smooth transition to the adjacent ground or pavment 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 and 5, Delete in their entirety and SUBSTITUTE with the following:
  - 4. The demolition, removal, and disposal of various types of existing hardscape in parway 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.
  - 6. The payment for removal, disposal of tree roots shall be included under the lump sum bid items or for the Contract Unit Price for which the tree root removal and disposal is required as directed by the Engineer.

### **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.

### 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 reconstructing the Survey Monument pipe box, monument casing, frame, ring, covers, extensions, grout, brick support, sand base, and any other material required to reconstruct the survey monument precast concrete pipe box shall be included in the contract bid unit price for **"Reconstruct Survey Monument Box."**
- 5. 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 1, DELETE in its entirety and SUBSTITUTE with the following:
  - 1. Excessive asphalt concrete pavement adjacent to Type "G" and "H" curb and gutter lines and concrete cross gutters shall be milled in accordance with the City of San Diego Standard Drawing SDG-107, "Pavement Restoration for Asphalt Concrete Surfaced Streets Major Excavation", or as shown on the Plans.

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 **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:
  - The payment for installation of traffic detector loops shall be included in the bid item "Traffic Signal Loop and Appurtenance (Type E and Type E Modify)" and "Traffic Signal Loop and Appurtenance (Type Q)" 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 (1.5 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 601 - TEMPORARY TRAFFIC CONTROL FOR CONSTRUCTION AND MAINTENANCE WORK ZONES

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

- 5. Engineered TCP (2 foot x 3 foot size) shall be required for the following areas:
  - a) Maturin Drive
  - b) Stoney Peak Drive
  - c) World Trade Drive

### **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.

- w) The payment for installing signs on existing post per plan shall be included in the Contract Unit bid price for **"Install Traffic Sign on Existing Post"**
- x) The payment for the removal of existing pole foundation, pole, mounting hardware, the sign, and posts per plan shall be included in the Contract Unit Bid Price for **"Remove Existing Traffic Sign and Post"**.
- y) The payment for the installation of pole and pole foundation, mounting hardware, the sign, and posts and all work, labor materials associated per the standard detail shall be included in the Contract Unit Bid Price for "Install Traffic Sign on New Post per SDM 104" and "Install Traffic Sign on New Post per Caltrans Standard Drawing RS5"

### **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 their 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.
- **801-7.3 Root Pruning for Sidewalk Replacement**. To the "WHITEBOOK", item 2, DELETE in its entirety and SUBSTITUTE with the following:
  - 2. Roots more than 2 inches (50.8 mm) in diameter shall be preapproved for removal by the Engineer based upon a report from a certified arborist. Roots shall be cut at the nearest node to encourage roots to grow away from the walk. Root cutting shall not impact the trunk flare. Roots shall be cleanly cut from the new walk edge. Backfill excavated areas with Class A topsoil or as directed by the Engineer to existing grade and compact sufficiently to not settlen when walked upon.
- **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 Root Barrier installation and Crown Reduction shall be measured by the tree trimming, root pruning, and root barrier performed and installed for each tree in association with root barrier installations as specified in the Contract Documents or as directed by the Engineer.
- 3. 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. The payment for Tree Root Pruning, Crown Reduction, and Root Barrier installation works associated with root barrier installations shall be included in the Contract Unit Price for **"Root Pruning and Crown Reduction"** and **"Root Barrier"** for each tree.
  - 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 and Crown Reduction, including the certified arborist evaluation, 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 and Crown Reduction**" Bid Item for each.
  - 6. The Payment for the Barrier material and work, including the installment of the root barriers, and other specified in the Contract Document such as in section 801-7 shall be included under "**Root Barrier**" Bid item for each.
  - 7. 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)

- **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, sub-item (h), DELETE in its entirety and SUBSTITUTE the following:
  - h) 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.

# TECHNICALS

### 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.

Aramid Properties	Measure
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 <sup>3</sup> )
Decomposition Temperature	> 800 (°F)

Treatment Properties	Measure
Treatment Type	Sasobit <sup>®</sup> 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.

Short Cut Aramid Fiber Bundles	Measure	
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.

## SUPPLEMENTARY SPECIAL PROVISIONS

APPENDICES

## **APPENDIX A**

## NOTICE OF EXEMPTIONS

### NOTICE OF EXEMPTION

(Check one or both)

- TO: <u>X</u> Recorder/County Clerk P.O. Box 1750, MS A-33 1600 Pacific Hwy, Room 260 San Diego, CA 92101-2400
  - Office of Planning and Research 1400 Tenth Street, Room 121 Sacramento, CA 95814
- FROM: City of San Diego
   Engineering & Capital Projects Department
   525 B Street, Suite 750, MS 908A
   San Diego, CA 92101

### Project Name: AC 2403

WBS No.: B-24013.02.06

**Project Location-Specific:** Escala Drive between Chretien Court and Fernando Way; Rosedown Place north of Devereux Road; Regalo Lane between Bernardo Vista Drive and Graciosa Road; Carnton Way between Graciosa Road and Devereux Road; Maturin Drive between Windrose Way and Silver Buckle Way; Maturin Drive between Grassy Trail Drive and Cattail Road; Linares Street between Penanova Street and Madrigal Street; World Trade Center Drive between Conference Way and Stoney Peak Drive; Stoney Peak Drive between Carmel Mountain Road and World Trade Center Drive; Paseo Cardiel between Sundeveil Way and Paseo Montalban; La Rortola between Calle de las Rosas and Paseo Montril; Paseo Montril between La Tortola and Cijon Street; Turret Drive between Jeraback Drive and Saunders Drive; Scripps Trail between Timberlake Drive and Rue Des Amis; and Avenida Magnifica between Handrich Drive and Moselle Way.

The project is located within the Rancho Bernardo, Rancho Peñasquitos, Carmel Mountain Ranch and Scripps Miramar Ranch Community Planning Areas (Council Districts 5).

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

**Description of nature and purpose of the Project:** The project will overlay approximately 4.62 miles of existing roadways with 3-inch full-width grinding and 3-inch asphalt concrete pavement. It will also include roadway subgrade repairs and 10" deep dig-outs where needed. Additionally, the project involves replacing and installing curb ramps, cross gutters, curb & gutter, sidewalks, replace traffic signal detection loops and stub outs, adjusting 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.

A portion of the project along Escala Drive occurs 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.

Portions of the project located at World Trade Center Road, Scripps Trail, and Avenida Magnifica will install bicycle facilities per the City's Bicycle Master Plan work includes pavement marking, flexible delineators, and signs. The work along these areas may result in the removal of existing on-street parking.

### 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, Project Officer II 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))
- (X) 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 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, Project Officer II 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

Check One: (X) Signed By Lead Agency () Signed by Applicant

Date Received for Filing with County Clerk or OPR:

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2/13/24

Date

### NOTICE OF EXEMPTION

(Check one or both)

- TO: <u>X</u> 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 Bouldet 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; 41<sup>st</sup> Street between Orange Avenue and Polk Avenue; 34<sup>th</sup> 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. 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 31<sup>st</sup> 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 Gailes Boulevard and Alisa Court; Paseo de las Americas between Heinrich Hertz Drive and Siempre Viva Road; 63<sup>rd</sup> Street between El Cajon Boulevard and Stanley Avenue; Revillo Way from Revillo Drive to north cul-de-sac and Vale Way between 58<sup>th</sup> 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 21.1 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 ( ) Ministerial (Sec. 21080(b)(1); 15268);

**Exempt Status:** 

- ( ) Declared Emergency (Sec. 21080(b)(3); 15269(a));
- ( ) Emergency Project (Sec. 21080(b)(4); 15269 (b)(c))
- (X) 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

Check One: (X) Signed By Lead Agency ( ) Signed by Applicant

Date Received for Filing with County Clerk or OPR:

9/15/23

Date

### NOTICE OF EXEMPTION

(Check one or both)

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

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

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

Project Name: Asphalt Concrete Overlay (AC) 2301, 2305 and 2306

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

#### **Project Location-Specific:**

**<u>Group 2301</u>**: Cabaret Street between Cibola Road and the cul-de-sac west of Decanture Street.

**Group 2305:** Bullock Drive between Shady Oak and Deep Dell Road; Otay Mesa Road and Saint Andrews Avenue and Britannia Court from Britannia Boulevard to the east cul-de-sac.

Group 2306: Grassy Trail Drive between Maturin Drive and Lofty Trail Drive.

The project is located within Rancho Bernardo, Navajo, Skyline Paradise Hills and Otay Mesa Community Planning Areas (Council Districts 4 5, 8 & 9).

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

**Description of nature and purpose of the Project:** The project will overlay approximately 1.49 miles of existing roadways with asphalt concrete pavement and make roadway subgrade repairs where needed; replace and install curb ramps, cross gutters, curb and gutter, sidewalks, 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 the project within Group 2301 in the Cabaret cul-de-sac 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)) ()
- (X) 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, 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, Deputy Director

Carris Purcell

Check One: (X) Signed By Lead Agency () Signed by Applicant

1/16/24

Date Received for Filing with County Clerk or OPR:

Date

## **APPENDIX B**

## FIRE HYDRANT METER PROGRAM

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

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

### Reference

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

### 3. **DEFINITIONS**

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

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SUBJECT FIRE HYDRANT METER PROGRAM (FORMERLY: CONSTRUCTION METER PROGRAM)	<b>PAGE 2OF</b> 10	<b>EFFECTIVE DATE</b> October 15, 2002
	SUPERSEDES DI 55.27	<b>DATED</b> 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. **<u>POLICY</u>**

- 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 <sup>1</sup>/<sub>2</sub>" swivel connection between the meter and fire hydrant. The meter shall not be connected to the 4" port on the hydrant. All Fire Hydrant Meters issued shall have a Reduced Pressure Principle Assembly (RP) as part of the installation. Spanner wrenches are the only tool allowed to turn on water at the fire hydrant.
- 4.3 The use of private hydrant meters on City hydrants is prohibited, with exceptions as noted below. All private fire hydrant meters are to be phased out of the City of San Diego. All customers who wish to continue to use their own fire hydrant meters must adhere to the following conditions:
  - a. Meters shall meet all City specifications and American Water Works Association (AWWA) standards.
  - b. Customers currently using private fire hydrant meters in the City of San Diego water system will be allowed to continue using the meter under the following conditions:
    - 1. The customer must submit a current certificate of accuracy and calibration results for private meters and private backflows annually to the City of San Diego, Water Department, Meter Shop.

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

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

### 4.6 **Conditions and Processes for Issuance of a Fire Hydrant Meter**

### Process for Issuance

- a. Fire hydrant meters shall only be used for the following purposes:
  - 1. Temporary irrigation purposes not to exceed one year.

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

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	<b>DI</b> 55.27	April 21, 2000

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 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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	SUPERSEDES	DATED
	<b>DI</b> 55.27	April 21, 2000

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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DEPARTMENT INSTRUCTIONS SUBJECT	DI 55.27	Water Department EFFECTIVE DATE
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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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	SUPERSEDES	DATED
	<b>DI</b> 55.27	April 21, 2000

### 7. <u>FEE AND DEPOSIT SCHEDULES</u>

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. Theses deposits and fees will be amended, as needed, based on actual costs. Deposits, will be refunded at the end of the use of the fire hydrant meter, upon return of equipment in good working condition and all outstanding balances on account are paid. Deposits can also be used to cover outstanding balances.

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

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

- 8.1 Use of water from any fire hydrant without a properly issued and installed fire hydrant meter is theft of City property. Customers who use water for unauthorized purposes or without a City of San Diego issued meter will be prosecuted.
- 8.2 If any unauthorized connection, disconnection or relocation of a fire hydrant meter, or other connection device is made by anyone other than authorized Water Department personnel, the person making the connection will be prosecuted for a violation of San Diego Municipal Code, Section 67.15. In the case of a second offense, the customer's fire hydrant meter shall be confiscated and/or the deposit will be forfeited.
- 8.3 Unauthorized water use shall be billed to the responsible party. Water use charges shall be based on meter readings, or estimates when meter readings are not available.
- 8.4 In case of unauthorized water use, the customer shall be billed for all applicable charges as if proper authorization for the water use had been obtained, including but not limited to bi-monthly service charges, installation charges and removal charges.
| CITY OF SAN DIEGO CALIFORNIA  | NUMBER                      | DEPARTMENT       |
|-------------------------------|-----------------------------|------------------|
| DEPARTMENT INSTRUCTIONS       | <b>DI</b> 55.27             | Water Department |
| SUBJECT                       |                             | EFFECTIVE DATE   |
|                               | <b>PAGE</b> 10 <b>OF</b> 10 |                  |
| FIRE HYDRANT METER PROGRAM    |                             | October 15, 2002 |
| (FORMERLY: CONSTRUCTION METER |                             |                  |
| PROGRAM)                      |                             | 1                |
|                               | SUPERSEDES                  | DATED            |
|                               | <b>DI</b> 55.27             | April 21, 2000   |

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

Water Department Director

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

#### APPENDIX

Administering Division:	Customer Support Division
Subject Index:	Construction Meters Fire Hydrant Fire Hydrant Meter Program Meters, Floating or Vehicle Mounted Mobile Meter Program, Fire Hydrant Meter
Distribution:	DI Manual Holders

Oby of San Dieno	Application f	or Fire (EX	HIBIT A)			
PUBLIC UTILITIES	Hydrant Met	er		(For Office U		
			NS REQ DATE		FAC#	
	METER SHOP	(619) 527-7449	DATE		ВҮ	
Meter Informatio			Application Date	R	equested Instal	l Date:
Fire Hydrant Location: (Attach I	Detailed Map//Thomas Bros. I	Map Location or Cons	truction drawing.) Zip:	Ţ	<u></u>	G.B. (CITY USE)
Specific Use of Water:		2		<u>.</u>		
Any Return to Sewer or Storm I	Drain, If so , explain:					
Estimated Duration of Meter Us	se:			Ch	neck Box if Recla	aimed Water
Company Information					in an	akonan ang manang mang kakan sing ng ma
Company Name:					and a state of the s	ana na manga ang ang ang ang ang ang ang ang ang
Mailing Address:						e.
City:	State	2: Z	lip:	Phone:	()	1
*Business license#	·	*Cont	tractor license#		<u> </u>	
A Copy of the Contracto	r's license OR Business	License is requi	red at the time	of meter is	suance.	70
Name and Title of Billing Agent: Phone: ()						
Site Contact Name and Title: Phone: ( )						
Responsible Party Name: Title:						
Cal ID# Phone: ( )						
Signature: Date:						
Guarantees Payment of all Charges	Resulting from the use of this Me	ter. Insures that employ	ees of this Organization	understand the	e proper use of Fir	e Hydrant Meter
		÷43				
Fire Hydrant Mete	er Removal Requ		Requested R	emoval Date	e:	-
Provide Current Meter Location	if Different from Above:	4 <b>4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 </b>				
Signature:			Title:		Date:	۲ د به د
Phone: ( )	na na sana na s	Pager:	( )		<del></del>	n 2000 2011
		n en	la fall internet des calences in the second seco			
City Meter	Private Meter				nden som att her familie og som en som	
Contract Acct #: Deposit Amount: \$936.00 Fees Amount: \$62.00						
Meter Serial #		Meter Size:	)5	Meter Mak	e and Style:	6-7

Backflow Size:

Signature:

Backflow #

Name:

Backflow

Make and Style:

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. Ероху

#### APPENDIX D

#### SAMPLE CITY INVOICE

City of San Diego, CM&FE Div., 9573 Chesapeake Drive, SD CA 92123 <b>Project Name:</b>					Contracto	or's Name:				
					Contractor	's Address:				
Work Order No City Purchase C Resident Engine RE Phone#:	Order No. eer (RE):	der No. x#:				Contractor Contractor Contact Na				<b>Invoice No.</b> <b>Invoice Date:</b> Billing Period: (
Trigger Asset	Item #	Item Description	Contra	act Authoriza	tion		Previous Totals To	Date	This E	stimate
TTIgger Asset			Unit	Price	Qty	Extension	%/QTY	Amount	% / QTY	Amount
	1				1.00	\$ -		\$0.00		\$0.0
	2				1.00	\$ -		\$0.00		\$0.0
	3				1.00	\$ -		\$0.00		\$0.0
	4				1.00	\$ -		\$0.00		\$0.0
	5				1.00	\$ -		\$0.00		\$0.0
	6				1.00	\$ -		\$0.00		\$0.0
	7				1.00	\$ -		\$0.00		\$0.0
	8				1.00	\$ -		\$0.00		\$0.0
	5				1.00	\$ -		\$0.00		\$0.0
	6					\$ -		<b>∌0.00</b>		\$0.0
	7					\$ -		\$0.00		\$0.0
	8					\$		ş0.00		\$0.0
	9					\$		\$0.00		\$0.0
	10					\$		\$0.00		\$0.0
	11							\$0.00		\$0.0
	12					\$		\$0.00		\$0.0
	13					► <b>*</b> -		\$0.00		\$0.0
	14					\$ -		\$0.00		\$0.0
	15			1		\$ -		\$0.00		\$0.0
	16					\$ -		\$0.00		\$0.0
	17					\$ -		\$0.00		\$0.0
						\$ -		\$0.00		\$0.0
		CHANGE ORDER No.				\$ -		\$0.00		\$0.0
						\$ -		\$0.00		\$0.0
			Total Auhtorized Amount (Original	)		\$ -		\$0.00		\$0.0
			Total Authorized Amount		proved Change Or	der) <b>\$ -</b>		\$0.00		\$0.0
		SUMMARY				· ·				<u>.</u>
<ul> <li>A. Original Contract Amount</li> <li>B. Approved Change Order #00 Thru #00</li> <li>C. Total Authorized Amount (A+B)</li> <li>D. Total Billed to Date</li> </ul>		\$0.00	I certify that the materials have been received by me, or services				r Escrow Paym			
		\$0.00		have been rendered, in the quality and quantity specified per the approved contracted amounts, and is approved for payment				s of this billing (Ite		
		\$0.00	\$0.00 Previou		Previous F	Previous Retention Withheld in PO or in Es				
		\$0.00				Add'I Amt to Withhold in		PO/Transfer in E		
	E. Less Total Retention (5% of D )		\$0.00	Resident Engine	ident Engineer Date		Amt to Release to Contractor from PO/E		ctor from PO/Es	
		F. Less Total Previous Payments	5	\$0.00						
		G. Payment Due Less Retent	ion	\$0.00	Construction En	gineer Dat	te			
1/10/2024 Rev		H. Remaining Authorized Amour	nt	\$0.00				Contractor S	Signature and D	ate:

e:

( To )

	Totals to	Amount	
	% / QTY	Amount	Remaining
00	0.00	\$0.00	\$-
00	0.00%	\$0.00	\$-
00	0.00%	\$0.00	\$-
00	0.00%	\$0.00	\$-
00	0.00%	\$0.00	\$-
00	0.00%	\$0.00	\$-
00	0.00%	\$0.00	\$-
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0	0.00%	\$0.00	\$-
0	0.00%	\$0.00	\$-
0		\$0.00	\$-
00	Total Billed	\$0.00	Total Amount Remaining
			\$-
ent	Schedule		
em E	)	\$0.00	
scrow		\$0.00	
Escrow:		\$0.00	
scrow: \$0.0		\$0.00	

#### **APPENDIX E**

#### **RESURFACING LIMITS MAP BOOKS**







Proposed Paving Overlay Limits



COMMUNITY NAME: RANCHO BERNARDO COUNCIL DISTRICT: 5

WBS NO: B24013

K-24-2308-DB1-3

SanGIS





Date: 3/26/2024 Asphalt Overlay Group 2403





COMMUNITY NAME: RANCHO PENASQUITOS

COUNCIL DISTRICT: 5

SanGIS

WBS NO: B24013







COMMUNITY NAME: SCRIPPS RANCH

COUNCIL DISTRICT: 5

SanGIS

WBS NO: B24013



Date: 3/26/2024 Asphalt Overlay Group 2403

K-24-2308-DB1-3

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#### **APPENDIX F**

#### ADJACENT PROJECTS MAPS





619-533-5113

SENIOR ENGINEER JANICE JARO 619-533-3851 Engineering & Capital Projects <u>AC2403</u> Adjacent Projects Map 1 PROJECT MANAGER HEIDI AYRAN

FOR QUESTIONS ABOUT THIS PROJECT Call: (619) 533-4207 Email: <u>engineering@sandiego.gov</u>



Date: 12/4/2023 Asphalt Overlay Group 2403





619-533-5113

SENIOR ENGINEER JANICE JARO 619-533-3851

Engineering & Capital Projects <u>AC2403</u> Adjacent Projects Map 2 PROJECT MANAGER HEIDI AYRAN

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



### Legend

- Proposed Paving Overlay Limits
  - Citywide Street Lights 1950 (Const: 12/2022-12/2023) PM Craig Hoenes 0
  - SLURRY SEAL GROUP 2223 (Moratorium End: 08/2026)



COMMUNITY NAME: RANCHO **BERNARDO** 

COUNCIL DISTRICT: 5

WBS NO: B24013

Date: 12/4/2023 Asphalt Overlay Group 2403

K-24-2308-DB1-3

SanGIS



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SENIOR ENGINEER JANICE JARO 619-533-3851

Engineering & Capital Projects <u>AC2403</u>

Adjacent Projects Map 5 PROJECT MANAGER HEIDI AYRAN 619-533-5113

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



Proposed Paving Overlay Limits

SLURRY SEAL GROUP 2025 (Moratorium End: 10/2024)

SLURRY SEAL GROUP 2424 (Const End: 07/2024)

COMMUNITY NAME: RANCHO PENASQUITOS

COUNCIL DISTRICT: 5



Date: 12/4/2023 Asphalt Overlay Group 2403

K-24-2308-DB1-3

SanGIS



W E

COMMUNITY NAME: RANCHO PENASQUITOS COUNC

COUNCIL DISTRICT: 5

SanGIS

WBS NO: B24013



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

RIVERHEAD

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WBS NO: B24013

HEBA

Date: 12/4/2023 Asphalt Overlay Group 2403

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COMMUNITY NAME: RANCHO PENSAQUITOS COUNCIL DISTRICT: 5

WBS NO: B24013

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Date: 12/1/2023 Asphalt Overlay Group 2403

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#### **APPENDIX G**

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

#### Appendix G

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

Project Title:		Date:
Locations:	1	
	2	
	3	
Asphalt Mix Specificat	ion: Attached Supplier:	
Dig out Locations:	1	
0	2	
	3	
Tack Coat Application	Rate @ Locations:	
	1	
	2	
	2 3	
Asphalt Temperature	at Placement @ Locations:	
	1	
	2	
	3	
Asphalt Depth @Loca		
	1	
	2	
	3	
Compaction Test Resu		
compaction rest Rest		
	1	

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

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

Location and nature of defects:

1	
2	
3	
Remedial and Corrective Actions taken or proposed for Engi	neer's approval:
1	
2	
3	
Date's City Laboratory representative was present:	
1	
2	
3	
Verified the following:	Initials:
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	
Deviations from QCP(see attached)	
Quality Control Plan Administrator's Signature:	Date Signed:

#### **APPENDIX H**

#### SAMPLE OF PUBLIC NOTICE

## FOR SAMPLE REFERENCE ONLY





# 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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- 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

To contact the City of San Diego: SD Public Works 619-533-4207 | engineering@sandiego.gov | sandiego.gov/CIP

This information is available in alternative formats upon request.
#### **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. <u>All AMI devices shall be protected per Section 402-2</u>, "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:





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



Photo 6

disconnected Water Meter

> The endpoint is taken off the rod which is the original installation location

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### Photo 5

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

### Photo 7



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

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





#### Photo 9



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

### **APPENDIX J**

## ESTIMATED ASPHALT CONSTRUCTION QUANTITIES

												2" AC Overlay	3" AC Overlay							Loops			Adjust	Adjust		Remove and	Remove and			
SAP ID	Street Name	Cross Street 1	Cross Street 2	Street Classification	Council	Estimated Street Length (FT)	Street	Estimated Repair Miles	2" Cold Mill (Type B) (SF)	2" AC Overlay	3" Cold Mill (Type B)(SF)	with Aramid	with Aramid	1" Cold Mill (Type B) (SF)	1.5" Edge 2' Mill (Type Mil A) (SF) A	" Edge ill (Type A) (SF)		Total Base Repair (SF)	Type E			Adjust GV to Grade (EA)	MH to Grade	Survey Monumen t to Grade	Replace Crossgutter (SF)		Replace Existing Curb & Gutter	g Inlets	Estimated	Notes
						8()		Repair Miles		(TONS)		Fibers (TONS)	FIDEIS	-, (,		., (,		(0.7	(EA)	Mod (EA)	Bike (EA)	()	(EA)	(EA)	(0.7	Sidewalk (SF)	(LF)	S	Sidewalk ROW	
SS-003196-PV1	AVNDA MAGNIFICA	HANDRICH DR	MOSELLE WY	CL 2 LANE SUB- COLLECTOR	5	755	40	0.14		430					9060		74	2038	0	0	0	3	11	3	0	0	0	1	10	<ul> <li>Includes intersections of Handrich / Avenida Magnifica (Cross Gutter) &amp; Moselle / Avenida Magnifica (PCR)</li> <li>Also includes 105' on Handrich since the rest of the street seems to have been paved more recently (included in pavement area)</li> </ul>
SS-006515-PV1	CARNTON WY	GRACIOSA RD	DEVEREUX RD	RES RESIDENTIAL LOCAL STREET	5	637	26	0.12		196						6784	48	520	0	0	0	1	1	0	240	0	30	0	10	<ul> <li>-Protect in place existing pavers</li> <li>-Exclude intersections of Faithhope/Carntonm( (stop at cross gutter)</li> <li>- replace C&amp;G due to ponding &amp; potential tree root damage (unmarked in field)</li> <li>-10' Sidewalk per as-built 17334 12D Remove/Replace Cross</li> </ul>
SS-010447-PV1	ESCALA DR	CHRETIEN CT	FERNANDO WY	CL 2 LANE SUB- COLLECTOR	5	2596	32	0.49	58448			1096						6847	0	0	0	9	8	2	1173	0	0	2	10	gutter at Carnton/Graciosa -Include intersections at Chretien/Escala (PCR) & Fernando/Escala (maintenance line) -MH count excludes (2) SDG&E MH -Excludes (2) sections of concrete pavement (approx 305 ft & 465 ft) -Includes portion paved in B23161 Escala Drive SD Emergency Project (patch doesn't seem to be the best condition) - Replace cross gutter at Fernando/Escala - Sidewalk 10' per as-built 18358 2D
SS-015700-PV1	LA TORTOLA	PASEO MONTRIL	LA TORTOLA PL	CL 2 LANE SUB- COLLECTOR	5	1128	40	0.21		564					1	13533	40	2277	0	0	0	5	8	1	850	0	0	4	10	-(7) Storm Drain inlets - Sidewa;l 10' per as-built 31439 4D Remove/Replace cross gutter at La Tortola Pl
SS-015699-PV1	LA TORTOLA	LA TORTOLA PL	LA TORTOLA CT	CL 2 LANE SUB- COLLECTOR	5	469	40	0.09		235						5632		2570	0	0	0	1	3	1	270	0	0	2	10	- Replace crossgutter at La Tortola Ct - (2) Storm drain inlets
SS-015698-PV1	LA TORTOLA	LA TORTOLA CT	CALLE DE LAS ROSAS	CL 2 LANE COLLECTOR	5	881	40	0.17		440					1	10570	66	10774	0	0	0	2	4	1	0	0		2	10	Exclude intersection of Calle de la Rosa (maintenance line)
SS-016430-PV1	LINARES ST	MADRIGAL ST	PENANOVA ST	RES RESIDENTIAL LOCAL STREET	5	867	40	0.16	34663	433							80	3036	0	0	0	4	4	4	600	0	0	2	10	<ul> <li>Include intersections of Penanova/Linares (PCR) &amp; Madrigal / Linares (cross gutter)</li> <li>Replace 8' cross gutter at Penanova (32' long)</li> <li>Replace 8' cross gutter at Madrigal (27' long)</li> <li>Sidewalk 10' per as-built 13987 3D</li> </ul>
SS-017799-PV1	MATURIN DR	TURTLEBACK RD	SILVER BUCKLE WY	CL 2 LANE SUB- COLLECTOR	5	553	40	0.10				277		15487	6637		40	4311	0	0	0	6	4	1	300	200	79	0	10	<ul> <li>-Include intersection of Silver Buckle / Maturin (PCR)</li> <li>-20' sidewalk &amp; curb/gutter due to tree uplift</li> <li>-15' sidewalk &amp; curb/gutter due to tree uplift</li> <li>-44' curb &amp; gutter replacement</li> <li>-5' sidewalk replacement</li> <li>-Continental crosswalks at Maturin / Turtleback (4) &amp; Maturin / Silverbuckle (1)</li> <li>-40' wide not 64' wide (listed on GIS). Remove/replace cross gutter at Silver Buckle</li> </ul>
SS-017796-PV1	MATURIN DR	GRASSY TRAIL DR	CATTAIL RD	CL 2 LANE SUB- COLLECTOR	5	625	40	0.12				313		17507	7503		40	254	0	0	0	1	1	2	305	395	109	0	10	<ul> <li>-Include intersection of Grassy Trail/Maturin (PCR) (coordinate with AC2304)</li> <li>-Exclude intersection of Cattail/Maturin (PCR)</li> <li>-34' C&amp;G + sidewalk due to tree root @ 15515 Maturin</li> <li>- 15' C&amp;G + sidewalk due to tree root @ 15573 Maturin</li> <li>- 30' C&amp;G + sidewalk due to tree root @ 15549 Maturin</li> <li>- 30' C&amp;G replacement @ 15555 Maturin</li> <li>- Sidewalk 10' per as-built 19845 9D Remove/Replace cross gutter at Grassy Trail/Maturin</li> </ul>
SS-017793-PV1	MATURIN DR	WINDROSE WY	TURTLEBACK RD	CL 2 LANE COLLECTOR	5	479	64	0.18				383		24891	5744		64	3202	0	0	0	7	6	1	360	0	0	2	10	-Include intersections of Windrose/Maturin (PCR) & Turtleback/Maturin - Sidewalk ROW 10' per as-built 19844 2D -Replace cross gutter at Turtleback/Maturin
SS-021357-PV1	PASEO CARDIEL	PASEO MONTALBAN	VIA DAROCA	CL 2 LANE COLLECTOR WITH 2 WAY	5	265	40	0.05				132		7413	3177		82	5392	0	0	0	0	0	0	0	0	0	0	10	-Exclude intersection of Paseo Montablan/Paseo Cordiel (maintenance line)
SS-021356-PV1	PASEO CARDIEL	VIA DAROCA	VIA DAROCA	CL 2 LANE COLLECTOR WITH 2 WAY	5	259	40	0.05				129		7250	3107		0	1502	0	0	0	2	1	0	1075	0	0	0	10	Remove/Replace cross gutter at Via Daroca (2 intersections)
SS-021355-PV1	PASEO CARDIEL	VIA DAROCA	VIA CUENCA	CL 2 LANE COLLECTOR WITH 2 WAY LEFT TURN	5	440	40	0.08				220		12328	5284		0	2138	0	0	0	2	1	0	0	0	0	0	10	
SS-021354-PV1	PASEO CARDIEL	VIA CUENCA	PASEO CEVERA	CL 2 LANE COLLECTOR WITH 2 WAY LEFT TURN	5	293	40	0.06				146		8196	3513		0	285	0	0	0	2	1	0	0	0	0	0	10	
SS-021353-PV1	PASEO CARDIEL	PASEO CEVERA	SUNDEVIL WY	CL 2 LANE COLLECTOR WITH 2 WAY LEFT TURN	5	212	40	0.04				106		5949	2550		40	360	0	0	0	2	1	1	360	0	0	0	10	

# ESTIMATED ASPHALT CONSTRUCTION QUANTITIES

												2" AC	3" AC							Loops			A al	Adjust		Remove	Demous and		
SAP ID	Street Name	Cross Street 1	Cross Street 2	Street Classification	Council District	Street	Estimated Street		2" Cold Mill (Type B) (SF)	2" AC Overlay	3" Cold Mill (Type B)(SF)	Overlay with Aramid	Overlay with Aramid	1" Cold Mill (Type B) (SF)	1.5" Edge Mill (Type A) (SF)	2" Edge Mill (Type A) (SF)	Header Cuts (LF)	Total Base Repair (SF)	Type E	Type E	Type Q	Adjust GV to Grade (EA)	Adjust MH to Grade	Survey Monumen t to Grade	Replace Crossgutter (SF)	and Replace Existing	Remove and Replace Existing Curb & Gutter	Inlets Marker	Estina
							width (FT)	Estimated Repair Miles		(TONS)		Fibers (TONS)	Fibers (TONS)	ы ( <b>э</b> г)	А) (ЗР)	А) (ЗГ)		(57)	(EA)	Mod (EA)	Bike (EA)	(EA)	(EA)	(EA)	(3F)	Sidewalk (SF)	(LF)	s	Sidewalk
SS-021460-PV1 PA	PASEO MONTRIL	CABEZON PL	VIA CABEZON	CL 2 LANE SUB- COLLECTOR	5	674	40	0.13		337				18884	8093			5088	0	0	0	3	6	2	330	0	0	0	10
SS-021459-PV1 P/	PASEO MONTRIL	VIA CABEZON	CIJON ST	CL 2 LANE SUB- COLLECTOR	5	1310	40	0.25		655				36687	15723		40	2797	0	0	0	0	2	0	0	0	0	0	10
SS-021458-PV1 P/	PASEO MONTRIL	LA TORTOLA	CABEZON PL	CL 2 LANE SUB- COLLECTOR	5	210	40	0.04		49				1397	2519		40	2445	0	0	0	3	3	1	2400	0	0	0	10
SS-022974-PV1	REGALO LN	BERNARDO VISTA DR	GRACIOSA RD	CL 2 LANE SUB- COLLECTOR	5	1343	32	0.25		537						16117	64	791	0	0	0	7	9	2	270	0	0	2	10
SS-023600-PV1 R	ROSEDOWN PL	DEVEREUX RD	END	RES CUL DE SAC	5	391	27	0.07		132						4693	27	654	0	0	0	1	3	1	0	0	0	1	10
SS-024578-PV1	SCRIPPS TL	RUE DES AMIS	ST PIERRE WY	CL 2 LANE COLLECTOR WITH 2 WAY LEFT TURN	5	380	40	0.07	15202	190								2302	0	0	0	2	6	0	980	0	0	0	10
SS-024577-PV1	SCRIPPS TL	ST PIERRE WY	EASTGLEN ST	CL 2 LANE COLLECTOR WITH 2 WAY	5	291	40	0.06	11631	145								1710	0	0	0	1	2	0	1110	0	0	0	10
SS-024576-PV1	SCRIPPS TL	EASTGLEN ST	TIMBERLAKE DR	CL 2 LANE COLLECTOR WITH 2 WAY LEFT TURN	5	604	40	0.11	24167	302								3202	0	0	0	3	4	1	950	0	0	0	10
SS-025651-PV1 ST	STONEY PEAK DR	CARMEL MTN RD	WORLD TRADE DR	CL 2 LANE SUB- COLLECTOR	5	683	64	0.26			43691		819					10002	2	6	0	9	6	0	0	0	0	2	10
SS-026946-PV1	TURRET DR	JERABACK DR	SAUNDERS DR	RES RESIDENTIAL LOCAL STREET	5	826	36	0.16	29723	372								3518	0	0	0	4	5	3	0	0	30	0	10
SS-029091-PV1 W0	WORLD TRADE DR	STONEY PEAK DR	HIGHLAND RANCH RD	CL 2 LANE COLLECTOR	5	1437	64	0.54	91970			1150						2629	9	3	1	9	4	2	0	0	18	2	10
SS-029090-PV1 W0	WORLD TRADE DR	HIGHLAND RANCH RD	CONFERENCE WY	CL 2 LANE COLLECTOR	5	1320	64	0.50			86403		1620					2472	13	5	2	11	9	2	0	75	54	1	10
SS-012571-PV1 GF	GRASSY TRAIL DR	MATURIN DR	LOFTY TRAIL DR	RESIDENTIAL	5	1185	54	0.45	63990	800								463				6	3						i
SS-026508-PV1	TIMARU WY	ASHBURTON RD	FAIRLIE RD	RESIDENTIAL	5	429	36	0.08	15444	193								185				1	2		865				
SS-002901-PV1 A	ASHBURTON RD	TIMARU WY TOTAL	FAIRLIE RD	RESIDENTIAL	5	1273 22815	36	0.24 5.29	45828 <b>391064</b>	573 6584	130094	3952	2439		72910	57331	745	456 <b>84220</b>	24	14		5 112	6 124	2 33	12438	670	320	23	<b></b>

# ESTIMATED ASPHALT CONSTRUCTION QUANTITIES

Estimated Sidewalk ROW	Notes
10	- Replace cross gutter at Via Cabezon (8') - Exclude intersection of Cijon / Paseo Montril (maintenance line)
10	
10	- (1) Storm Drain Inlet - Concrete segment '112 (removed from pavement area) Remove/Replace cross gutter at Cabezon Place (2 cross gutters)
10	<ul> <li>-Exclude intersection of Graciosa/Regalo (stop at cross gutter)</li> <li>-Include intersection of Bernardo Vista/Regalo (PCR)</li> <li>- Replace substandard cross gutter @ Graciosa/Regalo</li> <li>- Sidewalk 10' per as-built 13767 3D</li> </ul>
10	<ul> <li>Exclude intersection of Devereux/Rosedown (stop at cross gutter)</li> <li>Sidewalk 10' per as-built 19239 4D</li> </ul>
10	-Include intersection of Rue de Amis / Scripps Trail (maintenance line) - replace cross gutter at Rue de Amis
10	- replace cross gutter at East Glen
10	<ul> <li>Include intersection of Timberlake / Scripps Trail (PCR)</li> <li>Remove/Replace cross gutter at Timberlake</li> </ul>
10	-Exclude intersection of Carmel Mt Rd / Stoney Peak Dr (maintenance line) - Include intersection of World Trade Dr / Stoney Peak Dr (PCR)
10	- 30' replace curb & gutter due to ponding
10	<ul> <li>-Exclude intersection of Highland Ranch Rd maintenance</li> <li>One broken GV lid</li> <li>Lots of shipping trucks, maybe FRAC?</li> <li>continental crosswalks at Highland Ranch Rd / World Trade Dr (2)</li> </ul>
10	<ul> <li>-Include intersection of Conference / World Trade Dr to edge of driveway ~60' from center of intersection (past traffic loops on North end of intersection)</li> <li>-Replace 54' C&amp;G + 15' sidewalk, &amp; 39' driveway (12205 World Trade Dr)</li> <li>- Firestation located on road, will need additional traffic control -continental crosswalk at World Trade Dr / Conference Wy (1)</li> </ul>
	Remove/Replace cross gutter @ Timaru/Fairlie

### **APPENDIX K**

#### **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 CONT ACT THE REGIONAL NOTIFICATION CENTER (E.G. UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA) AND OBTAIN AN INQUIRY IDENTIFICATION NUMBER.
- NOTIFY SDG&E AT LEAST 10 WORKING DAYS PRIOR TO EXCAVATING WITHIN 10' OF SDG&E UNDERGROUND HIGH VOLT AGE 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 A TT ACHED 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: <u>2.46 ACRES</u>

#### HYDROLOGIC UNIT/ WATERSHED: SEE TABLE BELOW

HYDROLOGIC SUB-AREA NAME & NO: SEE TABLE BELO	W
THE BROEGGIC SOB / TREATING THE GIVES SEE THEE BEES	<u>v v</u>

		Hydrologic		Hydrologic Subarea
No.	RD20FULL	Unit	Watershed	Name and No.
			LOS	
			PENASQUITOS	
1	PASEO CARDIEL	PENASQUITOS	WMA	POWAY 906.2
			LOS	
			PENASQUITOS	MIRAMAR RESERVOIR
2	PASEO CARDIEL	PENASQUITOS	WMA	906.1
			LOS	
			PENASQUITOS	
3	PASEO MONTRIL	PENASQUITOS	WMA	POWAY 906.2
			SAN DEGUITO	
4	REGALO	SAN DIEGUITO	WMA	GREEN 905.22
			SAN DIEGUITO	
5	ROSEDOWN PL	SAN DIEGUITO	WMA	GREEN 905.22
			LOS	
			PENASQUITOS	MIRAMAR RESERVOIR
6	SCRIPPS TRAIL	PENASQUITOS	WMA	906.1
			LOS	
			PENASQUITOS	
7	STONEY PEAK DR	PENASQUITOS	WMA	POWAY 906.2
			LOS	
			PENASQUITOS	MIRAMAR RESERVOIR
8	TURRET DRIVE	PENASQUITOS	WMA	906.1
			LOS	
			PENASQUITOS	
9	WORLD TRADE DR	PENASQUITOS	WMA	POWAY 906.2
10			SAN DIEGUITO	
10	MATURIN	SAN DIEGUITO		LA JOLLA HSA 905.12
11			SAN DIEGUITO	
11	LINARES	SAN DIEGUITO		LA JOLLA HSA 905.12 DEL DIOS HSA 905.21
10	ESCALA		SAN DIEGUITO	
12	ESCALA	SAN DIEGUITO		AND GREEN HSA 905.22
13	ASHBURTON	SAN DIEGUITO	SAN DIEGUITO WMA	DEL DIOS HSA 905.21 AND GREEN HSA 905.22
13	ASIDUNIUN	SAN DIEGUITU	SAN DIEGUITO	AND GREEN HOA 900.22
14	GRASSY TRAIL	SAN DIEGUITO	WMA	LA JOLLA HSA 905.12
14	UNAJJI INAIL	SAN DIEGUITU	LOS	LA JULLA NJA 903.12
			PENASQUITOS	
15	LA TORTOLA	PENASQUITOS	WMA	POWAY HAS 906.2
13		FEINASQUITUS	VVIVIA	FUWAT HAS 900.2

h	THE CONTRACTOR	SHALL COMPLY	/ WITH THE RE	OUIREMENTS	OFTHE
ы.				QUINEMENTS	

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. R9-2013-000I AS AMENDED BY R9-2015-000I 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 3 LUP: RISK TYPE 1 2 3 3

c	CONSTRUCTION SITE PRIORITY
с.	

ASBS	🗌 HIGH	MEDIUM	□ LOW
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#### 12. PERMANENT STORM WATER BMP CATEGORY:

PRIORITY DEVELOPMENT PROJECT

STANDARD DEVELOPMENT PROJECT

PDP EXEMPT

NOT SUBJECT TO PERMANENT STORM WATER REQUIRMENTS

#### 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 Cl. 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 CORNERSIDEWALKS.
- 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.
- I. 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 L**

			Curb Ramp				
Map Book	Intersection	Location	Type	Approx R/W	Barricade Type	Replace Spandrel, Cross Gutter or Apron	Comments
	Escala/Chretien	NWC	None				no sidewalk on west side
		NEC	None				Existing ramp
		SWC	None				no sidewalk on west side
		SEC	None				Existing ramp
1	Escala/Fernando	NWC NEC	None None			Х	Protect in place existing ramp. Remove/Replace spandrel and cross gutter Existing ramp
		SWC SEC	None None			Х	Protect in place existing ramp. Remove/Replace spandrel and cross gutter Existing ramp
	Rosedown Pl/Devereux	NWC	None				Existing ramp
2		NEC	None				Existing ramp
		SWC	None				no curb ramp
		SEC	None				no curb ramp
	Carnton / Graciosa	NWC	None	10			no curb ramp Remove/Replace Cross Gutter. Special design.
		NEC	S	10		Х	Replace spandrel as part of curb ramp no curb ramp
		SWC	None C2	10		X	Remove/Replace Cross Gutter. Replace spandrel as part of curb ramp Use detail for C2 for 15 ft rule.
	Carnton / Devereux	NWC	None	10		^	no curb ramp
		NEC	None				no curb ramp
		SWC	None				Existing ramp
		SEC	None				Existing ramp
	Regalo / Graciosa	NWC	C1	10		x	Remove/Replace Cross Gutter. Replace spandrel as part of curb ramp. Use detail for C1 for 15 ft rule.
		NEC	None	10			No curb ramp required.
3		SWC	S	10		Х	Remove/Replace Cross Gutter. Replace spandrelm as part of curb ramp. Special design. Protect ex streetlight pole.
		SEC	C2	10			Use detail for C2 for 15 ft rule at T-intersection. Relocate stop limit line. Replace spandrel as
	Regalo / Bernardo Vista	NWC	C1	10			part of curb ramp
		NEC	S	10			Special design. Replace spandrel as part of curb ramp
		SWC	None				no curb romn
	Timaru/Fairlie	SEC NWC	A None				no curb ramp remove/replace cross gutter. Replace spandrel as part of curb ramp
		NEC SWC	None				Relocate Stop bar as needed. Replace Spandrel as part of curb ramp. Remove/replace cross gutter
		SEC	None				
	Maturin/Windrose	NWC	None				no curb ramp
4		NEC	None				Existing compliant ramp
-		SWC	None				Existing compliant ramp
		SEC	None				Existing compliant ramp

Map Book	Intersection	Location	Type	Approx R/W	Barricade Type	Replace Spandrel, Cross Gutter or Apron	Comments
							Relocate limit line. Remove/Replace cross
	Maturin / Turtleback	NWC	Dual C2	10		х	gutter. Replace spandrel as part of curb ramp
							Install retaining curb. Realign x-walk. Relocate limit lines. Remove/Replace cross gutter.
		NEC	A & B	10		Х	Replace spandrel as part of curb ramp Replace ex curb ramp with sidewalk, curb, &
		SWC	В	10			gutter to best align crossing. Realign x-walk. Re- grade ex slope.
		SEC	В	10			Protect ex streetlight pole. Ensure 48" min horiz clearance of pole. Re-grade ex slope.
							Realign crosswalk. Remove/Replace cross
	Maturin / Silver Buckle	NWC	Dual C2	10		х	gutter. Replace spandrel as part of curb ramp
		NEC	C2	10		~	Relocate limit line
				-			Remove/Replace cross gutter. Replace
		SWC	Dual C2	10		Х	spandrel as part of curb ramp
4		SEC	C2	10			
	Maturin / Grassy Trail	NWC NEC	A C2	10 10		Х	Adjust pullbox to grade. Remove/Replace cross gutter. Replace spandrel as part of curb ramp Relocate limit line.
		NEC		10			
		SWC	A	10		Х	Relocate limit line. Remove/Replace cross gutter. Replace spandrel as part of curb ramp Provide level landing for entire width of private
		SEC	C2	10			walkway.
	Maturin/Cattail	NWC	None	10			Existing compliant ramp
		NEC	None				Existing compliant ramp
		SWC	None				no curb ramp
		SEC	None				no curb ramp
	Grassy Trail/Lofty Trail	NWC	C2			Х	Replace spandrel as part of curb ramp. Protect in place ex cross gutter
		NEC	None				Relocate Stop bar as needed. Replace Spandrel
		SWC	C2			Х	as part of curb ramp. Protect in place ex cross gutter
		SEC	None				Remove/Replace Cross Gutter. Replace
	Linares / Penanova	NWC	C2	10		Х	spandrel as part of curb ramp
		NEC	None	10		~	no curb ramp
							Remove/Replace Cross Gutter. Replace
		SWC	C2	10		Х	spandrel as part of curb ramp
		SEC	None	10			no curb ramp
5	Linares / Madrigal	NWC	C2	10			Provide level landing for entire width of private walkway.
		NEC	C2	10			Adjust pullbox to grade. Relocate sign.
		0.4.5		10			Provide level landing for entire width of private walkway. Protect utilities. Remove and replace cross gutter. Replace spandrel as part of curb
		SWC	C2	10		Х	ramp
		SEC	C1	10		Х	Protect ex tree. Remove/replace cross gutter. Replace spandrel as part of curb ramp

				3		Ŀ	
		Location	ЭС	Approx R/W	Barricade Type	Replace Spandrel, Cross Gutter or Apron	
Map Book Inte			Type	Ap	Barric Type	Rel Spi Crc or	Comments
5	Stoney Peak/Carmel Mountain	SWC	None				no curb ramp
		SEC	None				Relocate Ped Push Button
				10		N.	Special design. Remove/Replace Cross Gutter.
	Stoney Peak / Private Driveway	NWC	S	10		Х	Replace spandrel as part of cross gutter Use detail for C2 for 15 ft rule.
							Remove/Replace cross gutter. Replace
		SWC	C2	10		Х	spandrel as part of curb ramp
	Stoney Peak / World Trade	NWC	S	10		Λ	Special design.
		NEC	S	10			Special design.
		SWC	S	10			Special design.
		050		10			
		SEC	S	10			Special design.
6							Install curb ramp on each side of Type 1A pole. Ramp to cross World Trade shall have the pole in its ramp flare. Install new PPB assembly on
	World Trade / Highland Ranch	NWC	Dual A	10			new post for each crossing.
							Install curb ramp on each side of signal pole. Ramp to cross World Trade shall have the pole in its ramp flare. Install new PPB assembly on new post for each crossing. Relocate signal
		NEC	Dual A	10			pullbox.
		SWC	Dual C2	10			Install curb ramp on each side of signal pole. Ramp to cross World Trade shall have the pole in its ramp flare. Install new PPB assembly on new post for each crossing. Protect ex gas lid.
		SEC	Dual A	10			Install curb ramp on each side of signal pole. Ensure 48" min horizontal clearance of signal pole. Relocate signal pullbox. Install new PPB assembly on new post for each crossing.
	World Trade (mid-block)	W	C2	10			install 24 ft blue curb and sign HC
	World Trade (mid-block)	E	В	10			install 24 ft blue curb and sign HC
	Paseo Cardiel/Sundevil	SWC	None				Existing ramp. Protect in place Cross gutter. Cross gutter does not need to be replaced
		SEC	None				Existing ramp. Protect in place Cross gutter. Cross gutter does not need to be replaced
	Paseo Cardiel / Paseo Cevera	NWC	A	10			
		NEC	None	10			no curb ramp
7		SWC	A	10			no curb ramp
		SEC	None				no curb ramp
	Paseo Cardiel / Via Cuenca	NWC	None	10		Х	Existing ramp. Protect in place Cross gutter. Cross gutter does not need to be replaced
		NEC	C1	10			
		SWC	None	10		Х	Existing ramp. Protect in place Cross gutter. Cross gutter does not need to be replaced
		0000					

Map Book	Intersection	Location	Type	Approx R/W	Barricade Type	Replace Spandrel, Cross Gutter or Apron	Comments
							Provide level landing at fence opening.
							Remove/Replace cross gutter. Replace
	Paseo Cardiel / Via Daroca	NWC	C1	10		Х	spandrel as part of curb ramp
		NEC	C1	10			
							Remove/Replace cross gutter. Replace
		SWC	C2	10		Х	spandrel as part of curb ramp
		SEC	None				
7	Paseo Cardiel / Via Daroca	NWC	C1	10		Х	remove/replace existing cross gutter. Replace spandrel as part of curb ramp. Maintain 4 ft between driveway and ramp Use detail for Type C1 with 15 ft rule at T-
		NEC	C1	10			intersection.
		SWC	C1	10		Х	Use detail for Type C1 with 15 ft rule at T- intersection. remove/replace existing cross gutter. Replace spandrel as part of curb ramp Use detail for Type C1 with 15 ft rule at T-
		SEC	C1	10			intersection.
	Paseo Cardiel/Paseo Montalban	NWC	None				Existing compliant ramp
		NEC	None				Existing compliant ramp
	La Tortola / Calle De Las Rosas	SWC	C2	10			
		SEC	C2	10			
							Use detail for Type C1 with 15 ft rule at T-
	La Tortola / La Tortola Ct	NWC	C1	10			intersection.
		NEC	C2	10		х	Use detail for Type C2 with 15 ft rule. Remove/Replace Cross Gutter. Replace spandrel as part of curb ramp
							Remove ex curb ramp and replace with
		SWC	None	10			sidewalk, curb, and gutter.
		SEC	S	10		Х	Special design. Remove/Replace Cross Gutter. Replace spandrel as part of cross gutter
	La Tortola / La Tortola Pl	NWC	None				
		NEC	C2	10		Х	Use detail for Type C2 with 15 ft rule. Remove/Replace Cross Gutter. Replace spandrel as part of curb ramp
							Remove ex curb ramp and replace with
8		SWC	None	10			sidewalk, curb, and gutter.
		SEC	S	10		Х	Special design. Remove/Replace Cross Gutter. Replace spandrel as part of cross gutter
							Remove the (2) existing curb ramps at the
							elbow intersection and replace with sidewalk,
	La Tortola / Paseo Montril						curb, and gutter.
	Paseo Montril / Cabezon Place	NWC	S	10		х	Special Design.Replace Spandrel as part of curb ramp replacement. Remove/Replace cross gutter
							Special Design.Replace Spandrel as part of curb
							ramp replacement. Remove/Replace cross
		NEC	s	10		х	gutter
				-			Special Design. Replace Spandrel as part of
							curb ramp replacement. Remove/Replace cross
		SWC	s	10		х	gutter
		0.00	5	20			Special Design. Replace Spandrel as part of curb ramp replacement. Remove/Replace cross
		SEC	S	10		Х	gutter

Map Book	Intersection	Location	t Type	Approx R/W	Barricade Type	Replace Spandrel, Cross Gutter or Apron	Comments
	Paseo Montril/Via Cabazon	NWC	C1				
		NEC	None				
8		SWC	C2			x	Remove/Replace Cross Gutter. Replace spandrel as part of curb ramp replacement Relocate Stop bar. Remove/Replace cross
							gutter. Replace spandrel as part of curb ramp
		SEC	C2			х	replacement
	Paseo Montril/Cijon	NWC	None				Existing ramp
		SWC	None				Existing ramp
	Scripps Tr / Rue Des Amis	NWC	S	10			Special Design
		NEC	C2	10		x	Remove/Replace Cross Gutter. Replace spandrel as part of curb ramp replacement
		SWC	S	10			Special Design
		SEC	s	10		X	Special Design. Remove/Replace Cross Gutter. Replace spandrel as part of curb ramp replacement
	Scripps Tr / Saint Pierre Wy	NWC	C1	10			Use detail for C1 with 15 ft rule.
	Senippo in y sumer lefter wy	NEC	S	10			
		SWC	C1	10			Use detail for C1 with 15 ft rule.
		SEC	S	10			Special Design
	Scripps Tr / East Glen	NWC	C1	10			Protect existing utility riser and wall.
		NEC	Dual C2	10		X	Remove and Replace Cross Gutter. Replace Spandrel as part of curb ramp. Adjust streetlight pullbox to grade. Relocate stop limit line.
		SWC	None	10			Due to mailbox, not able to install ramp here.
9		SEC	C2	10		х	Remove and Replace Cross Gutter. Replace spandrel as part of curb ramp. Protect ex gas lid and fire hydrant.
	Scripps Tr / Timberlake	NWC	A	10		х	Relocate limit line. Replace spandrel as part of curb ramp
		NEC	в	10			Remove ex curb ramp and replace with sidewalk, curb, and gutter. Align new ramp with NWC.Ensure 4' min horizontal clearance from FH and streetlight pole.
							Relocate limit line. Replace spandrel as part of
		SWC	C2	10		х	curb ramp
		SEC	B	10		~	Relocate limit line.
	Avenida Magnifica / Handrich	NWC	C1	10			
	Avenua wagiinca / Handheir	NEC	C1	10			Remove ex curb ramp in order to locate new ramp in alignment with SEC.
		SWC	C2	10			Ensure a level landing in front of entire private walkway.
		SEC	C2	10			
	Avenida Magnifica / Moselle	NWC	C2	10			
		SWC	None			<u> </u>	Existing compliant ramp

S = Special









#### **APPENDIX M**

### **ARBORIST TABLE**

SAP ID	Street Name	Cross Street 1		Council	Item	Unit	Quantity	Task Comment
SS-010447-PV1	Escala	Chretein Ct	Fernando Wy	District 5	Description Root Prune as needed to make repairs	EA	1	17 ft x 5 ft base repair
SS-010447-PV1	Escala	Chretein Ct	Fernando Wy	5	Root Prune as needed to make repairs	EA	1	22 ft x 6 ft base repair

SAP ID	Street Name	Cross Street 1	Cross Street 2	Council District	Item Description	Unit	Quantity	Task Comment
SS-010447-PV1	Escala	Chretein Ct	Fernando Wy	Ę	Root Prune as needed to make repairs	EA	1	4 ft x 10 ft base repair
SS-017793	Maturin	Windrose	Turtleback Rd	Ę	Root Prune as needed to make repairs	EA	1	6 ft x 19 ft base repair

SAP ID	Street Name	Cross Street 1	Cross Street 2	Council	Location	Item	Unit	Quantity	Task Comment
SS-017799	Maturin	Turtleback	Silver Buckle	E		Description Root Prune as needed to make repairs	EA	1	4 ft x 4 ft base repair and 20 LF sidewalk repair

SAP ID	Street Name	Cross Street 1	Cross Street 2	Council	ltem	Unit	Quantity	Task Comment
SS-017799	Maturin	Turtleback	Silver Buckle	District	Description Root Prune as needed to make repairs	EA		15 ft x 6 ft base repair and 15 LF sidewalk repair
SS-017799	Maturin	Grassy Trail	Cattail	5	Root Prune as needed to make repairs	EA	1	44 ft curb/gutter replacement and 5 LF of sidewalk.

SAP ID	Street Name	Cross Street 1		Council District	Location	Item Description	Unit	Quantity	Task Comment
SS-017799	Maturin	Grassy Trail	Cattail	5		Root Prune as	EA	1	7 ft x 10 ft base repair and 34 LF of sidewalk. Approx address is 15515 Maturin
SS-017799	Maturin	Grassy Trail	Cattail	5		Root Prune as needed to make repairs	EA	1	6 ft x 10 ft base repair and 15 LF of sidewalk. Approx address is 15573 Maturin

SAP ID	Street Name	Cross Street 1		Council District	Location	Item Description	Unit	Quantity	Task Comment
SS-017799	Maturin	Grassy Trail	Cattail	5		Root Prune as	EA	1	30 If cubr/gutter and sidwalk replacement Approx address is 15549 Maturin

#### **APPENDIX N**

### **CORING REPORT**

### CITY OF SAN DIEGO MEMORANDUM

**DATE:** December 28, 2023

**TO:** Heidi Ayran, Assistant Engineer-Civil, Transportation & Utilities Engineering (TUE) Division

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

#### SUBJECT: Request for Pavement Coring, AC Overlay 2403 (B-24013)

Per your memo requesting coring of the existing street pavement to determine the type and thickness of the pavement for the subject project dated October 16, 2023. Our results are as follow:

Core #	LOCATION	AC	PCC	PAVEMENT FABRIC DEPTH	Base Depth/Type	SE	R-Value
1	Escala Dr approx 150ft N/O Chretien Ct	3"			No Base		
2	Escala Dr approx 400ft N/O Chretien Ct	4"			No Base		
3	Escala Dr approx 1000ft N/O Chretien Ct	3 1/2"			No Base		
4	12242 Escala Dr	7"			No Base		
5	12272 Escala Dr	5"			No Base		
6	17725 Rosedown Pl	3"			No Base		
7	17441 Carnton Wy	2 1/2"			No Base		
8	17381 Regalo Ln	3 1/2"			No Base		
9	17361 Regalo Ln	2 1/2"			No Base		

Core #	LOCATION	AC	PCC	PAVEMENT FABRIC DEPTH	Base Depth/Type	SE	R-Value
10	17321 Regalo Ln	3"			No Base		
11	17227 Regalo Ln	2 1/2"			No Base		
12	15293 Maturin Dr	2 1/2"			Class 2 Base		
13	15393 Maturin Dr	2"			Class 2 Base		
14	15537 Maturin Dr	3"			Class 2 Base		
15	11251 Linares St	3 1/2"			Class 2 Base		
16	11221 Linares St	3 1/2"			Class 2 Base		
17	12205 World Trade Dr	4 ½"			CTB		
18	12159 World Trade Dr	4 ½"			СТВ		
19	12119 World Trade Dr	4"			CTB		
20	12095 World Trade Dr	4"			CTB		
21	12085 World Trade Dr	3"			СТВ		
22	World Trade Dr approx 500ft N/O Stoney Peak Dr	3"			CTB		
23	World Trade Dr approx 50ft N/O Stoney Peak Dr	3"			CTB		
24	Stoney Peak Dr approx 200ft E/O Carmel Mountain Rd	4"			Class 2 Base		
25	13856 Paseo Cardiel	3 1/2"			СТВ		
Core #	LOCATION	AC	PCC	PAVEMENT FABRIC DEPTH	Base Depth/Type	SE	R-Value
-----------	--	--------	-----	-----------------------------	--------------------	----	---------
26	13791 Paseo Cardiel	3"			CTB		
27	13738 Paseo Cardiel	2"			СТВ		
28	12790 La Tortola	2 1/2"			Class 2 Base		
29	12750 La Tortola	2 1/2"			Class 2 Base		
30	12674 La Tortola	2 1/2"			Class 2 Base		
31	12632 La Tortola	2 1/2"			Class 2 Base		
32	12608 La Tortola	2 1⁄2"			Class 2 Base		
33	La Tortola approx 200ft N/O Paseo Montril	2 1⁄2"			Class 2 Base		
34	Paseo Montril aprrox 150ft E/O La Tortola		6"		No Base		
35	9566 Paseo Montril	2"			Class 2 Base		
36	9648 Paseo Montril	2"			Class 2 Base		
37	9722 Paseo Montril	2"			Class 2 Base		
38	9762 Paseo Montril	2"			Class 2 Base		
39	11021 Turret Dr	3"			Class 2 Base		
40	11065 Turret Dr	2 1⁄2"			Class 2 Base		
41	10848 Red Rock Dr	4"			Class 2 Base		

Core #	LOCATION	AC	РСС	PAVEMENT FABRIC DEPTH	Base Depth/Type	SE	R-Value
42	Red Rock Dr approx 100ft W/O Cummins Pl	5 1/2"			Class 2 Base		
43	10942 Red Rock Dr	3 1/2"			Class 2 Base		
44	11004 Red Rock Dr	2"			5" Class 2 Base		
45	10458 Scripps Trail	4"			Class 2 Base		
46	10404 Scripps Trail	3 1/2"			Class 2 Base		
47	Scripps Trail at St Pierre	2 1/2"			Class 2 Base		
48	10341 Avenida Magnifica	2"			Class 2 Base		
49	9964 Courtyard Dr	2"			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 Rimon Zaky

# ATTACHMENT F

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

# ATTACHMENT F

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

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

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

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

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

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

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

- (5) Contractor shall prominently display signage for any project where vehicles subject to this Off-Road Regulation will operate for 8 calendar days or more. The signage must be posted by the eighth calendar day from which the first vehicle operates. The signage will be in lettering larger than size 14-point type and displayed in a conspicuous place where notices to employees are customarily posted at the job site or where there is employee foot traffic. If one of the above locations is also viewable by the public, it should be posted at that location. An exemption to this posting requirement is permitted if the operational time of a project is 7 calendar days or less. The signage must include the following language, verbatim:
  - (A) Who does the In-Use Off-Road Regulation Apply to?

The In-Use Off-Road Diesel-Fueled Fleets Regulation (Off-Road Regulation) applies to all self-propelled off-road diesel vehicles 25 horsepower or greater and most two-engine vehicles (except on-road two-engine sweepers) owned or operated in California. This includes vehicles that are rented or leased (rental or leased fleets)."

(B) "In-Use Off-Road Regulation Requirements

<u>Idling Limit</u>: Vehicles cannot idle longer than five minutes. There are exceptions for vehicles that need to idle to perform work.

<u>Labeling</u>: Vehicles must be labeled with a CARB assigned equipment identification number (EIN). The EIN shall be white on a red background, unless the vehicle is part of a captive attainment area fleet, in which case the EIN shall be white on a green background.

The EIN shall be located in clear view on both sides of the outside of the vehicle."

# ATTACHMENT G

# **EVALUATION AND SELECTION CRITERIA**

## **EVALUATION AND SELECTION CRITERIA**

Proposals will be ranked according to the criteria described below:

## 1. Proposer Exceptions to this RFP – Pass / Fail

1.1. If the Proposer takes exception to any portion of the contract terms, the Proposer must identify and explain to the City in writing the basis for the exception. The Proposer must submit any claimed exception a minimum of 10 calendar days prior to the due date for submission of Proposals. Exceptions taken after the submission period for this RFP may be cause for rejection of the Proposal as being **non-responsive**.

## 2. Summary of Proposal (5 Points Max)

2.1. Each Proposer must submit a one to two page summary of its Proposal.

## 3. **Project Team (5 Points Max)**

- 3.1. Describe the proposed management plan for this Project. Describe the qualifications of key proposed construction and technical personnel, and subcontractors, from applicable fields including the following:
  - 3.1.1. Civil
  - 3.1.2. Structural

#### 4. Technical Approach and Design Concept (30 Points Max)

4.1. Describe in detail the proposed design concept for this Project. Include detailed descriptions, conceptual design drawings, schematics, a list of major equipment, and any other information deemed necessary to allow the City to make an informed evaluation of the Proposer's technical approach. The completeness and technical merit of the design concept will be evaluated.

The following elements shall be included in this Technical Proposal:

4.1.1. The City will select a Proposer that will offer the highest overall score based on weighted criteria for the design and construction per the scope shown in Attachment 'A' and the requirements of this contract. The Work and Services required of the Proposer include those during design, construction, and startup of the Project. The Proposer shall provide all management, supervision, labor, services, temporary services, equipment, tools, supplies, and any other item of every kind and description required for the complete design and construction, of the Project, as described in Attachment 'A'.

- 4.1.2. The Project Manager will assemble a team which will evaluate the proposals and utilize the point system described below to rank the Proposer. The Proposers will be notified in writing of the City's final decision. Selection of the Proposer will be based on the following criteria:
  - 4.1.2.1. Proposed Design Schedule: Outline the proposed design schedule, including sequencing of each major design component (100%, Final Design) and proposed durations.
  - 4.1.2.2. Traffic Control Approach The Design-Builder shall describe its general approach to developing a traffic control and local access management plan (Traffic Control Plan).
  - 4.1.2.3 Curb Ramp Design and Evaluation Approach. The Design-Builder shall describe its general approach to completing the curb ramp design associated with this project.
  - 4.1.2.4. Storm Water Pollution Control Best Management Practices
  - 4.1.2.5. Quality Assurance/Quality Control Plan (QA/QC Plan) The Design-Builder shall submit a QA/QC Plan specifically developed for this project

## 5. Construction Plan (30 Points Max)

- 5.1. Describe the proposed construction plan for this Project, including the following, at a minimum:
  - 5.1.2. Construction approach and methods
  - 5.1.3. Plan for operation of facility during construction
  - 5.1.4. Plan for phasing of construction activities
  - 5.1.5. Proposed safety program
  - 5.1.6. Proposed emergency response plan
  - 5.1.7. Proposed construction schedule
  - 5.1.8. Traffic Control Management
  - 5.1.9. Community Impact and Outreach

## 6. Equal Opportunity Contracting Program (25 Points Max)

- 6.1. Failure to submit the required EOCP information will result in Proposal being determined as **non-responsive**.
- 6.2. Subcontractor Documentation
  - 6.2.2. The points will be awarded according to the chart below, based upon actual subcontract award amounts, as set forth in the price proposals.

	Ουτςομε	MAXIMUM POSSIBLE POINTS
1	5% - 9% participation SLBE, ELBE or DVBE	5
2	10%-14%participation SLBE, ELBE or DVBE	10
3	15%-19% participation SLBE, ELBE or DVBE	15
4	20%-24% participation SLBE, ELBE or DVBE	20
5	25% participation SLBE, ELBE or DVBE	25
	In no case the points shall exceed 2	5.

## 8. Reference Checks (5 Points Max)

8.1 Provide a minimum of 2 references

## **TOTAL POINTS: 100**

## 9. Review of Technical Proposal

9.1. Following the receipt of the Technical Proposal, the City anticipates allotting 2 weeks for review of the Technical Proposals.

## 10. Final Selection Based on Weighted Criteria

- 11.1 Based on the Design-Builders' Proposals and any follow-up presentations, and using the Project's Evaluation Criteria, the Panel will continue to rank the Design-Builder's Proposals by determining an overall score which shall be calculated as follows:
- 11.2. A maximum of 60 points will be assigned for the Contract Price as proposed. The lowest total Contract Price of all the Proposals that meet the requirements of this RFP will receive the maximum assigned points to this category. The other Price Proposals will be scored based on how much higher their total Contract Prices compare to the lowest:

 $\left(1-\frac{(Contract Price-Lowest Contract Price)}{(Lowest Contract Price)}\right)$  ×Max Pts =Pts Rcvd

- 11.3. A maximum of 40 points will be assigned for the qualitative criteria described in the RFP. All Proposals shall receive scores based on 40 times the average of the composite ratings provided by the Panel.
- 11.4. The Selected Design-Builder will be the team with the highest total score earned. Design-Builders will be notified in writing of the City's final decision.
- 11.5. For example, if the lowest total Contract Price of all proposals is \$100, that Proposal would receive the maximum allowable points for the price category. If the total Contract Price of another proposal is \$105 and the maximum allowable points is 80 points, then that Proposal would receive (1– ((105–100)/100) x 80 = 76 points, or 95% of the maximum points. The lowest score a Proposal can receive for this category is zero points the score cannot be a negative number. The below example using the same 80/20 split illustrates the calculation outcomes with Firm A winning the competition even though Firm A did not have the highest rated proposal or the lowest price:

Firm	Avg. Composite	Qualitative Score	Price Proposal	Price Score	Total Score		
	Rating	(20Max)		(80 Max)	(100 Max)		
А	85.00	17.00	\$105	76.00	93.00		
В	88.00	17.60	\$130	56.00	73.60		
С	50.00	10.00	\$100	80.00	90.00		
Note	Note: All figures will be rounded off to two decimal places.						

# ATTACHMENT H

# PRICE PROPOSAL FORMS

## **PRICE PROPOSAL FORMS**

The Design-Builder agrees to the design and construction of **Asphalt Overlay Group 2403**, for the City of San Diego, in accordance with these contract documents for the lump sum price listed below. The Design-Builder guarantees the proposed prices for a period of 120 Days from the date Proposals are due. The duration of the price guarantee may be extended as required by mutual consent.

ltem No.	NAICS CODE	Description	Quantity	D*	Unit	Unit Price	Extension
		BASE PROPO	SAL				
1	524126	Bonds (Payment and Performance)	1		LS	$\geq$	\$50,000
2	541330	Engineering and Designs Services (Curb Ramp Special Design)	1	D	LS	$\geq$	\$250,000
3	237310	Construction (Curb Ramp Special Design)	1	D	LS	$\times$	\$ 295,000
4		Field Orders (EOC Type II)	1		AL	$\geq$	\$287,900.00
5	541820	Exclusive Community Liaison Services	1		LS	$\geq$	\$ 50,000
6	237310	Compensation Adjustments for Price Index Fluctuation (EOC Type I)	1		AL	$\sim$	\$180,000.00
7	237310	Excavation for Base Repair	2860		СҮ	\$ 90 -	\$257,40
8	237310	Excavation for Base Repair (Unscheduled)	1144		СҮ	\$ 100 -	\$114,400
9	237310	Asphalt Concrete Base	2896		TON	\$155-	\$ 448,88
10	237310	Crushed Miscellaneous Base	2896		TON	\$ 20-	\$51,920
11	237310	Crushed Miscellaneous Base (Unscheduled)	1159		TON	\$ 25.	\$28,975

ltem No.	NAICS CODE	Description	Quantity	D*	Unit	Unit Price	Extension
12	237310	Asphalt Pavement Repair	8194		SF	\$ 5-	\$40,970-
13	237310	Cold Mill Type B Full Width AC Pavement (1 Inch)	171589		SF	\$ • 35	\$ 60,056.15
14	237310	Cold Mill Type B Full Width AC Pavement (2 Inch)	430170		SF	\$ - 50	\$215,085 -
15	237310	Cold Mill Type B Full Width AC Pavement (3 Inch)	143103		SF	\$ . 55	\$ 78,706.63
16	237310	Cold Mill Type A 6 ft Edge AC Pavement (1.5 Inch)	80201		SF	\$.45	\$36,090,45
17	237310	Cold Mill Type A 6 ft Edge AC Pavement (2 Inch)	63064		SF	\$.60	\$ 37,834.40
18	237310	Cold Mill Header Cuts	820		LF	\$ 255 -	\$ 20,500 -
19	237310	Asphalt Concrete with Aramid Fiber (2.1 Oz Aramid Fiber per Ton Asphalt Concrete) - 2 Inch	4348		TON	\$ 145 -	\$ 430,460 -
20	237310	Asphalt Concrete with Aramid Fiber (2.1 Oz Aramid Fiber per Ton Asphalt Concrete) - 3 Inch	2683		TON	\$ 140 -	\$ 375,620 -
21	237310	Asphalt Concrete (2 Inch)	7243		TON	\$ 135-	\$977,805-
22	237310	Unclassified Excavation and Export	240		CY	\$ 95-	\$20,400 -
23	237310	Class II Base	455		TON	\$ 45-	\$ 20,475-
24	237310	Historical and Contractor Date Stamps and Impressions	20		EA	\$ 170 -	\$ 3400 -
25	237310	Remove and Replace Existing Sidewalk	670		SF	\$ 17-	\$ 11,390-

ltem No.	NAICS CODE	Description	Quantity	D*	Unit	Unit Price	Extension
26	237310	Curb and Gutter ( 6-Inch Curb, Type G)	320		LF	\$ 90 -	\$ 29, 800 -
27	237310	Cross Gutter	12438		SF	\$ 25.00	\$ 310,950 -
28	238210	New Pedestrian Push Button Post	8		EA	\$ 2700 ·	\$ 21,600-
29	238210	New Pedestrian Push Button	8		EA	\$ 900-	\$ 6,400 -
30	237310	Curb Ramp (Type A) with Stainless Steel Detectable Warning Tiles	11		EA	\$ 00.200-	\$ 90,200 -
31	237310	Curb Ramp (Type B) with Stainless Steel Detectable Warning Tiles	6		EA	\$ 7.900-	\$ 47.400 -
32	237310	Curb Ramp (Type C1) with Stainless Steel Detectable Warning Tiles	17		EA	\$ 7.900-	\$ 134,300 -
33	237310	Curb Ramp (Type C2) with Stainless Steel Detectable Warning Tiles	37		EA	\$ 8,200-	\$303.400-
34	237310	Removal and Replacement of Existing Paint Striping	1		LS	$>\!\!\!<$	\$45000-
35	237310	Removal and Replacement of Existing Paint Striping (Avenida Magnifica)	1		LS	$\ge$	\$ 5.000-
36	237310	Removal and Replacement of Existing Paint Striping (World Trade Dr)	1		LS	$\geq$	\$30,000 -
37	237310	Removal and Replacement of Existing Paint Striping (Scripps Trail)	1		LS	$\geq$	\$ 10,000 -
38	237310	Continental Crosswalks	1		LS	$\searrow$	\$ 9,000 -
39	238990	Video Recording of Existing Conditions	1		LS	$\geq$	\$ 5.000 -
40	237310	Adjust Existing Manhole Frame and Cover to Grade	124		EA	\$ 300	\$ 37,200 -

ltem No.	NAICS CODE	Description	Quantity	D*	Unit	Unit Price	Extension
41	237310	Adjust Existing Gate Valve Frame and Cover to Grade	112		EA	\$ 100 -	\$ 11,200 -
42	237310	Adjust Existing Survey Monument to Grade	33		EA	\$150-	\$4,950-
43	237310	Reconstruct Survey Monument Box	3		EA	\$ 21500-	\$ 7,500 -
44	237310	Traffic Signal Loop and Appurtenance (Type E and Type E Modify)	38		EA	\$ 850 -	\$ 32, 200
45	237310	Traffic Signal Loop and Appurtenance (Type Q)	3		EA	\$ 850 -	\$ 2,550-
46	541330	Traffic Control and Working Drawings	1	D	LS	$\searrow$	\$ 112,000.0
47	541330	Traffic Control and Engineered Traffic Control Plans	1	D	LS	$\sim$	\$ 100,000.0
48	238210	Remove and Reinstall Traffic Signs	3		EA	\$400-	\$1,200 -
49	238210	Install Traffic Sign on Existing Post	8		EA	\$ 300 -	\$2,400 -
50	238210	Remove Existing Traffic Sign and Post	1		EA	\$300 -	\$ 300 -
51	238210	Install Traffic Sign on New Post per SDM 104	12		EA	\$ 500-	\$ 6,000 -
52	237310	Install Traffic Sign on New Post per CALTRANS Standard Drawing RS5	6		EA	\$2,500-	\$ 15000 -
53	238910	Root Pruning and Crown Reduction	10		EA	\$ 2,500-	\$ 25000 -
54	237310	Inlet Markers	23		EA	\$55-	\$ 1,265-
55	541330	WPCP Development	1	D	LS	$\geq$	\$ 1000 -

ltem No.	NAICS CODE	Description	Quantity	D*	Unit	Unit Price	Extension
56	237310	WPCP Implementation	1		LS	$\ge$	\$ 50,000 -
57	237310	Asphalt Pavement Restoration (Concrete Flatwork)	23750		SF	\$ 37	\$ 71,250 -
58	237310	Asphalt Concrete Base (Unscheduled)	1160		TON	\$ 160-	\$ 185,600
		TOTAL DESIGN-BUILD BASE PR	OPOSAL ( <b>ITEM</b>	S NO. 1	THROUGH	58 INCLUSIVE):	\$ 6,262,036.65

\* Design Element (For City Use)

¥5

# Total Price For Design-Build Proposal, (items 1 through 58, inclusive) amount written in words: SIX MILLION, TWO HUNDRED SIXTY-TWO THOUSAND, THIRTY-SIX DOLLARS AND SIXTY-FIVE CENTS

Design-Builder: Hazard Construction Engr LLC
Title: Jason A. Mordhorst, President
Signature:
The names of all persons interested in the foregoing proposal as principals are as follows:
See Attached Principals

IMPORTANT NOTICE: If Design-Builder 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 Design-Builder or other interested person is an individual, state first and last names in full.

NOTES:

- A. The Contract Price to be used in the selection process as described in Attachment G of the RFP will be determined by the Base Proposal.
- B. After the selected Design-Builder has been determined, the City may, at its sole discretion, award the contract for the Base Proposal alone.
- C. Proposals shall not contain any recapitulation of the Work. Conditional Proposals may be rejected as being **non-responsive**. Alternative proposals will not be considered unless called for.
- D. Subcontractors' License Numbers must be filled in. Failure to provide the information specified may deem the bidder **non-responsive**.
- E. Blank spaces must be filled in. The Design-Builder's failure to submit a price may render the Proposal non-responsive and ineligible for award.
- F. Unit prices shall be entered for all unit price items. Unit prices shall not exceed two (2) decimal places. If the Unit prices entered exceed two (2) decimal places, the City will only use the first two digits after the decimal points without rounding up or down.
- G. All extensions of the unit prices bid will be subject to verification by the City. In the case of conflict between the Product of the Quantity x Unit Price and the written Extension, the Product shall govern.
- H. In the case of conflict, between the sum of the Extensions and the Bid Total, the sum of the Extensions shall govern.

#### TO BE INCLUDED WITH THE PRICE PROPOSAL ONLY

In accordance with the requirements of the "Subletting and Subcontracting Fair Practices Act", Section 4100, of the Public Contract Code (PCC), The Design-Builder is to list below the name and address of each Subcontractor who will perform work, labor, render services or specially fabricates and installs a portion [type] of the work or improvement, in an amount in excess of 0.5% of the Design-Builder's total Bid. The Design-Builder is to list below the portion of the work which will be done by each Subcontractor. The Design-Builder is to list only one Subcontractor for each portion of the Work. The **DOLLAR VALUE** of the total Bid to be performed by the Subcontractor is to be stated for all Subcontractors listed. Failure to comply with the listing of the Subcontractors as specified may result in the Bid being rejected as non-responsive and ineligible for award. The Design-Builder is to list all SLBE, ELBE, DNBE, MBE, WBE, OBE, WOSB, SDB, HUBZone, and SDVOSB Subcontractors that Design-Builder are seeking recognition towards achieving any subcontracting participation percentages.

NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONSTRUCTOR OR DESIGNER	DIR Registration Number	SUBCONTRACTOR LICENSE NUMBER	TYPE OF WORK	DOLLAR VALUE OF SUBCONTRACT	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB①	WHERE CERTIFIED ①	CHECK IF JOINT VENTURE PARTNERSHIP ©
Name:       PAYCO SPECIALTIES, INC.         Address:       120 NORTH SECOND AVE         City:       CHULA VISTA       State:       CA         Zip:       91910       Phone:       858-560-6887         Email:       JEREMY@PAYCO.BIZ	CONSTRUCTOR	1000003515	298637	STRIPING & SIGNAGE	\$107,000	DBE	CALTRANS	
Name: VIC SALAZAR COMMUNICATIONS         Address: 5205 KEARNY VILLA WAY         City:       SAN DIEGO       State: CA         Zip:       92123       Phone:       619-517-4744         Email:       VIC@VICSALAZAR.COM	CONSULTANT	1000364796	N/A	EXCLUSIVE COMMUNITY LIAISON	\$46,300	SLBE	CITY	

① As appropriate, Design-Builder 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		
As appropriate, Design-Builder shall indicate if Subcontractor is c	ertified by:		
City of San Diego	CITY	State of California Department of Transportation	CALTRANS
California Public Utilities Commission	CPUC	San Diego Regional Minority Supplier Diversity Council	SRMSDC
State of California's Department of General Services	CADoGS	City of Los Angeles	LA
State of California	CA	U.S. Small Business Administration	SBA

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

Form AA05 – Design-Build List of Subcontractors to be Included in the Price Proposal Only

2

#### TO BE INCLUDED WITH THE PRICE PROPOSAL ONLY

In accordance with the requirements of the "Subletting and Subcontracting Fair Practices Act", Section 4100, of the Public Contract Code (PCC), The Design-Builder is to list below the name and address of each Subcontractor who will perform work, labor, render services or specially fabricates and installs a portion [type] of the work or improvement, in an amount in excess of 0.5% of the Design-Builder's total Bid. The Design-Builder is to list below the portion of the work which will be done by each Subcontractor. The Design-Builder is to list only one Subcontractor for each portion of the Work. The **DOLLAR VALUE** of the total Bid to be performed by the Subcontractor is to be stated for all Subcontractors listed. Failure to comply with the listing of the Subcontractors as specified may result in the Bid being rejected as non-responsive and ineligible for award. The Design-Builder is to list all SLBE, ELBE, DNBE, MBE, WBE, OBE, WOSB, SDB, HUBZone, and SDVOSB Subcontractors that Design-Builder are seeking recognition towards achieving any subcontracting participation percentages.

NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONSTRUCTOR OR DESIGNER	DIR Registration Number	SUBCONTRACTOR LICENSE NUMBER	TYPE OF WORK	DOLLAR VALUE OF SUBCONTRACT	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB①	WHERE CERTIFIED ①	CHECK IF JOINT VENTURE PARTNERSHIP ©
Name: PERRY ELECTRIC         Address: PO BOX 710130         City: SANTEE       State: CA         Zip: 92072       Phone: 619-449-0045         Email: ESTIMATING@PERRYELECTRICSD.COM	CONSTRUCTOR	1000012332	747931	PED PUSH BUTTONS & TRAFFIC LOOPS	\$56,700	N/A		
Name: MIRAMAR GENERAL ENGINEERIN         Address: 1827 CLEVELAND AVE         City:       NATIONAL CITY       State:       CA         Zip:       91950       Phone:       619-434-5900         Email:       ALEX@MIRAMARGENERAL.COM	G CONSTRUCTOR	1000033057	1009541	PCC FLATWORK & RELATED	\$1,150,000	SLBE	CITY	

① As appropriate, Design-Builder 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		
s ap	propriate, Design-Builder shall indicate if Subcontractor is cert	ified by:		
	City of San Diego	CITY	State of California Department of Transportation	CALTRANS
	California Public Utilities Commission	CPUC	San Diego Regional Minority Supplier Diversity Council	SRMSDC
	State of California's Department of General Services	CADoGS	City of Los Angeles	LA
	State of California	CA	U.S. Small Business Administration	SBA

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

Form AA05 – Design-Build List of Subcontractors to be Included in the Price Proposal Only

② As

#### TO BE INCLUDED WITH THE PRICE PROPOSAL ONLY

In accordance with the requirements of the "Subletting and Subcontracting Fair Practices Act", Section 4100, of the Public Contract Code (PCC), The Design-Builder is to list below the name and address of each Subcontractor who will perform work, labor, render services or specially fabricates and installs a portion [type] of the work or improvement, in an amount in excess of 0.5% of the Design-Builder's total Bid. The Design-Builder is to list below the portion of the work which will be done by each Subcontractor. The Design-Builder is to list only one Subcontractor for each portion of the Work. The **DOLLAR VALUE** of the total Bid to be performed by the Subcontractor is to be stated for all Subcontractors listed. Failure to comply with the listing of the Subcontractors as specified may result in the Bid being rejected as non-responsive and ineligible for award. The Design-Builder is to list all SLBE, ELBE, DNBE, MBE, WBE, OBE, WOSB, SDB, HUBZone, and SDVOSB Subcontractors that Design-Builder are seeking recognition towards achieving any subcontracting participation percentages.

NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONSTRUCTOR OR DESIGNER	DIR Registration Number	SUBCONTRACTOR LICENSE NUMBER	TYPE OF WORK	DOLLAR VALUE OF SUBCONTRACT	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB①	WHERE CERTIFIED ①	CHECK IF JOINT VENTURE PARTNERSHIP ©
Name: LC TREE SERVICE         Address: 4455 MURPHY CANYON RD         City: SAN DIEGO       State: CA         Zip: 92123       Phone: 619-677-5777         Email: LARRY@LCTREES.COM	CONSTRUCTOR	1000059286	979396	ROOT PRUNING & CROWN REDUCTION	\$29,000	SLBE	CITY	
Name: DICK MILLER INC.Address: 930 BOARDWALK STE. HCity: SAN MARCOSState: CAZip: 92078Phone: 760-471-6842Email: JMARTINEZ@DMIUSA.NET	CONSTRUCTOR	1000004547	380204	COLD MILL ASPHALT CUT/LOAD/HAU	\$280,000 L)	SLBE	CITY	

① As appropriate, Design-Builder 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		
s appropriate, Design-Builder shall indicate if Subcontract	tor is certified by:		
City of San Diego	CITY	State of California Department of Transportation	CALTRANS
California Public Utilities Commission	CPUC	San Diego Regional Minority Supplier Diversity Council	SRMSDC
State of California's Department of General Services	s CADoGS	City of Los Angeles	LA
State of California	CA	U.S. Small Business Administration	SBA

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

Form AA05 – Design-Build List of Subcontractors to be Included in the Price Proposal Only

② As

#### TO BE INCLUDED WITH THE PRICE PROPOSAL ONLY

In accordance with the requirements of the "Subletting and Subcontracting Fair Practices Act", Section 4100, of the Public Contract Code (PCC), The Design-Builder is to list below the name and address of each Subcontractor who will perform work, labor, render services or specially fabricates and installs a portion [type] of the work or improvement, in an amount in excess of 0.5% of the Design-Builder's total Bid. The Design-Builder is to list below the portion of the work which will be done by each Subcontractor. The Design-Builder is to list only one Subcontractor for each portion of the Work. The **DOLLAR VALUE** of the total Bid to be performed by the Subcontractor is to be stated for all Subcontractors listed. Failure to comply with the listing of the Subcontractors as specified may result in the Bid being rejected as non-responsive and ineligible for award. The Design-Builder is to list all SLBE, ELBE, DNBE, MBE, WBE, OBE, WOSB, SDB, HUBZone, and SDVOSB Subcontractors that Design-Builder are seeking recognition towards achieving any subcontracting participation percentages.

NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONSTRUCTOR OR DESIGNER	DIR Registration Number	SUBCONTRACTOR LICENSE NUMBER	TYPE OF WORK	DOLLAR VALUE OF SUBCONTRACT	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB①	WHERE CERTIFIED ①	CHECK IF JOINT VENTURE PARTNERSHIP ©
NASLAND ENGINEERING         Address:       4740 RUFFNER STREET         City:       SAN DIEGO       State:       CA         Zip:       92111       Phone:       858-292-7770         Email:       LARRYT@NASLAND.COM	DESIGNER	1000009671	N/A	CURB RAMP DESIGN	\$180,000	NA		
Name:								

① As appropriate, Design-Builder shall identify Subcontractor as one of the following and shall include a valid proof of certification (except for OBE, SLBE and ELBE):

MBE	Certified Woman Business Enterprise	WBE
DBE	Certified Disabled Veteran Business Enterprise	DVBE
OBE	Certified Emerging Local Business Enterprise	ELBE
SLBE	Small Disadvantaged Business	SDB
WoSB	HUBZone Business	HUBZone
SDVOSB		
certified by:		
CITY	State of California Department of Transportation	CALTRANS
CPUC	San Diego Regional Minority Supplier Diversity Council	SRMSDC
CADoGS	City of Los Angeles	LA
CA	U.S. Small Business Administration	SBA
	DBE OBE SLBE WoSB SDVOSB certified by: CITY CPUC CADoGS	DBECertified Disabled Veteran Business EnterpriseOBECertified Emerging Local Business EnterpriseSLBESmall Disadvantaged BusinessWoSBHUBZone BusinessSDVOSB

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

Form AA05 – Design-Build List of Subcontractors to be Included in the Price Proposal Only

② As

#### DESIGN-BUILD NAMED EQUIPMENT/MATERIAL SUPPLIER LIST

TO BE INCLUDED WITH THE PRICE PROPOSAL ONLY

For credit calculations for City-funded contracts, see Chapter 10 in The WHITEBOOK. For non-City funded contracts, refer to the Funding Agency Provisions. If no indication of the supplier, manufacturer, or non-supplier is provided, listed firm will receive no credit for purpose of calculating the Subcontractor Participation Percentages.

NAME, ADDRESS AND TELEPHONE NUMBER OF VENDOR/SUPPLIER	MATERIAL OR SUPPLIES	DIR Registration Number	DOLLAR VALUE OF MATERIAL OR SUPPLIES	SUPPLIER (Yes/No)	MANUFACTURER (Yes/No)	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB①	WHERE CERTIFIED®
Name:							
Address:							
City: State:							
Zip: Phone:							
Email:							
Name:							
Address:							
City: State:							
Zip: Phone: Email:							

1

As appropriate, Design-Builder 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
Certified Disadvantaged Business Enterprise	DBE	Certified Disabled Veteran Business Enterprise
Other Business Enterprise	OBE	Certified Emerging Local Business Enterprise
Certified Small Local Business Enterprise	SLBE	Small Disadvantaged Business
Woman-Owned Small Business Service-Disabled Veteran Owned Small Business	WoSB SDVOSB	

2

As appropriate, Design-Builder shall indicate if Vendor/Supplier is certified by:

City of San Diego	CITY	State of California Department of Transportation	CALTRANS
California Public Utilities Commission	CPUC	San Diego Regional Minority Supplier Diversity Council	SRMSDC
State of California's Department of General Services	CADoGS	City of Los Angeles	LA
State of California	CA	U.S. Small Business Administration	SBA

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

Form AA25 – Design-Build Named Equipment/Material Supplier List to be Included in the Price Proposal Only

WBE

DVBE

ELBE

SDB HUBZone

# **ATTACHMENT I**

# **DESIGN-BUILD AGREEMENT**

#### DESIGN-BUILD AGREEMENT

This Design-Build agreement [Contract] is made and entered into this 26<sup>th</sup> day of AvGUST, 2024, by and between The City of San Diego [City], a municipal corporation, and Hazard Construction ENGR, LLC [Design-Builder], for the purpose of designing and constructing the Asphalt Overlay Group 2403 (Project) in the amount of <u>SIX MILLION TWO HUNDRED SIXTY TWO</u> THOUSAND THIRTY SIX DOLLARS AND SIXTY FIVE CENTS (\$6,262,036.65) for Phase I.

The City and Design-Builder are referred to herein as the "Parties".

#### RECITALS

- A. The City desires to construct the Project located in the City of San Diego, California.
- B. The City desires to contract with a single entity for design and construction of the Project, as set forth in this Agreement.
- C. The City has issued Request for Proposal (RFP) number **K-24-2308-DB1-3** for **Asphalt Overlay Group 2403**, pursuant to which the City solicited Proposals from design-build teams to design, rehabilitate, and build the Project.
- D. In accordance with City's RFP, Design-Builder submitted a Proposal for the Project and is prepared to enter into this Agreement.
- E. The City wishes to construct this Project on a Phase-Funded basis. In accordance with Whitebook section 7-3.10, the City is only obligated to pay for Phase I; Design-Builder cannot begin, nor is the City financially liable for Phase II, unless and until Design-Builder is issued a Notice to Proceed for Phase II by the City.
- F. The Design-Builder is ready, willing, and able to perform the services required in accordance with the terms and conditions of this Agreement.
- G. Execution of this Agreement by the Design-Builder is a representation that the Design-Builder has visited the Site, become familiar with the local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

In consideration of the above recitals and the mutual covenants and conditions set forth herein, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby set forth their mutual covenants and understandings as follows.

#### **AGREEMENT**

- A. <u>Recitals and Attachments</u>. The above referenced recitals are true and correct and are incorporated into this Agreement by this reference. All attachments referenced in this Agreement section are incorporated into the Contract by this reference.
- B. <u>Contract Performance</u>. The Design-Builder shall design and construct the Project in a good and workmanlike manner to the satisfaction of the City, lien free and in compliance with the Contract Documents and within the time specified, in return for timely payment by the City in accordance with the Contract.

- C. <u>Attachments</u>. All attachments e.g., Reference Standards in the RFP, Supplementary Special Provisions (SSP), the attached Faithful Performance and Payment Bonds, Agreement and Supplemental Agreements, and the attached Proposal included in the Proposal documents by the Contractor are incorporated into the Contract by this reference.
- D. <u>Contract Documents</u>. This Contract incorporates the 2021 Edition of the Standard Specifications for Public Works Construction [The GREENBOOK], including amendments set forth in the 2021 edition of the San Diego Specifications for Public Works Construction [The WHITEBOOK]. The Contract Documents shall include the items mentioned in section 3-7.2 of The WHITEBOOK and shall follow that order of precedence.

**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 <u>§22.3102</u>, authorizing such execution.

#### THE CITY OF SAN DIEGO

#### APPROVED AS TO FORM

Print Name: <u>Berric Doringo</u> Deputy Director Purchasing & Contracting Dept.

Mara W. Elliott, City Attorney

Print Name

Deputy City Attorney

Date:

Date: August 8, 2024

CONTRACTOR By

Print Name: JASON A. MORDHORST, PRESIDENT

Title:

Date:

City of San Diego License No.: B202 008375

State Contractor's License No.: 1038899

## PERFORMANCE BOND, LABOR AND MATERIALMEN'S BOND

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

Hazard Construction ENGR LLC , a corporation, as principal, and

Nationwide Mutual 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 TWO

#### HUNDRED SIXTY TWO THOUSAND THIRTY SIX DOLLARS AND SIXTY FIVE CENTS (\$6,262,036.65) for

the faithful performance of the annexed contract, K-24-2308-DB1-3, Asphalt Overlay Group 2403, and in the sum of **SIX MILLION TWO HUNDRED** 

## SIXTY TWO THOUSAND THIRTY SIX DOLLARS AND SIXTY FIVE CENTS (\$6,262,036.65) 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.

THE CITY OF SAN DIEGO **APPROVED AS TO FORM** Mara W. Elliott, City Attorney By By: **Berric Doringo** Print Name: Print Name: **Deputy Director** Deputy City Attorney Purchasing & Contracting Dept. 8/22/2024 Date: Date: Nationwide Mutual Insurance Company CONTRACTOR Hazard Construction ENGR LLC SURETY By: By: Attorney-In-Fact Print Name: Jason A. Mordhorst, President Print Name: Alex Karaniwan 06/28/2024 Date: Date: 110 W A St, Ste 725, San Diego, CA 92101 Local Address of Surety 619-297-3160 Local Phone Number of Surety \$37,572.00 Premium 7901134453

**Bond Number** 

#### KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint: BILL BODENSTADT; CHANEL ASFAW; HANNAH MCGARVEY; KIM ACEVEDO; KYLE KING; TRAVIS PEARSON; ALEX KARANIWAN;

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of

## UNLIMITED

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company. and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company.'

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 20th day of August, 2021.

Antonio C. Albanese, Vice President of Nationwide Mutual Insurance Company

#### ACKNOWLEDGMENT



STATE OF NEW YORK COUNTY OF NEW YORK: ss

On this 20th day of August, 2021, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.

Stephanie Rubino McArthur Notary Public, State of New York No. 02MC6270117 Qualified in New York County Commission Expires October 19, 2024

Scylaric Rulino Matthe

My Commission Expires

#### CERTIFICATE

I, Laura B. Guy, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this 28th\_day of \_\_\_\_\_2024 June

Laura B. Guy

Assistant Secretary

CALIFORNIA ALL-PUR	POSE ACKNOWLEDGMENT Civil Code § 1189
	cate verifies only the identity of the individual who signed
the document, to which this certificate is attached, a	nd not the truthfulness, accuracy or validity of that document.
STATE OF CALIFORNIA	}
County of San Diego	J
On JUN 2 8 2024 before me, Gr	ant Jacka , Notary Public,
	ame of Notary exactly as it appears on the official seal
personally appearedAle	x Karani Wan Name(s) of Signer(s)
GRANT JACKA COMM. #2365723 NOTARY PUBLIC • CALIFORNIA E SAN DIEGO COUNTY Commission Excires JULY 15, 2026	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.
Place Notary Seal Above	Witness my hand and official seal. Signature Signature of Notary Public TIONAL
Though the information below is not required by law and could prevent fraudulent removal and	it may prove valuable to persons relying on the document reattachment of the form to another document.
Description of Attached Document	
Title or Type of Document:	
Document Date:	Number of Pages:
Signer(s) Other Than Named Above:	
Capacity(ies) Claimed by Signer(s)	
Signer's Name:	Signer's Name:
□ Individual	Signer's Name:
Corporate Officer — Title(s):	
□ Partner □ Limited □ General	
Attorney in Fact	
□ Trustee OF SIGNER	☐ Trustee OF SIGNER
Guardian or Conservator     Top of thumb here	Guardian or Conservator  Top of thumb here
□ Other:	□ Other:
Signer is Representing:	Signer is Representing:

# 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 <u>California</u>

County of <u>San Diego</u>

On July 8, 2024	_before me,	Apryle Briede, Notary Public
Date		NAME, TITLE OF OFFICER - E.G. AJANE DOE, NOTARY PUBLIC
personally appeared		Jason A. Mordhorst
		NAME(S) OF SIGNER(S)

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

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

WITNESS my hand and official seal.

Apple Brede (SEAL)



# **ELECTRONICALLY SUBMITTED FORMS**

## FAILURE TO FULLY <u>COMPLETE</u> AND SUBMIT ANY OF THE FOLLOWING FORMS WILL DEEM YOUR PROPOSAL NON-RESPONSIVE.

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

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

- A. CONTRACTOR'S CERTIFICATION OF PENDING ACTIONS
- **B. MANDATORY DISCLOSURE OF BUSINESS INTERESTS FORM**
- C. DEBARMENT AND SUSPENSION CERTIFICATION FOR PRIME CONTRACTOR
- D. DEBARMENT AND SUSPENSION CERTIFICATION FOR SUBCONTRACTORS, SUPPLIERS AND MANUFACTURERS
- E. DESIGN-BUILD PROPOSAL
- F. DESIGN-BUILDER'S GENERAL INFORMATION

## 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.

- X 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:\_\_Hazard Construction Engr LLC

	$\cap$	
Certified By	Jason A. Mordhorst	Title President
	Signature	Date 5/31/24

USE ADDITIONAL FORMS AS NECESSARY

#### **Mandatory Disclosure of Business Interests Form**

#### **BIDDER/PROPOSER INFORMATION**

Legal Na	gal Name		DBA	
Hazard Construction Eng	r LLC			
Street Address	City	State	Zip	
10529 Vine Street	Lakeside	California	92040	
Contact Person, Title	Sec. Company	Phone	Fax	
Jason A. Mordhorst, Pres	ident	(858) 587-3600	(858) 453-6034	

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
SEE ATTACHED	
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Employer (if different than Bidder/Proposer)

#### \* 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.

#### Jason A. Mordhorst, President

Print Name, Title

Signature

5 31 24 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..

#### Hazard Construction Engr LLC Asphalt Overlay Group 2403 - City of San Diego (K-24-2308-DB1-3) Disclosure of Business Interests Form

Senior Management Team	Title	Ownership % Interest
Jason A. Mordhorst William S. Rogers Mark P. Thunder Bryan Seeger Emmanuel C. Gavino	President Executive Vice President Vice President of Operations Vice President of Estimating Chief Financial Officer/Secretary	63.16% 0.00% 5.26% 0.00% <u>31.58%</u> 100.00%

#### Value of financial interest in the proposed transaction:

Hazard Construction has 100% financial interest in the bid proposal.

# Contingent interest in the transaction and the value of such interest should the contingency be satisfied:

Hazard Construction has no contingent interest other than the bid proposal.

## Any philanthropic, scientific, artistic, or property interest in the transaction: Not applicable
#### DEBARMENT AND SUSPENSION CERTIFICATION PRIME CONTRACTOR FAILURE TO COMPLETE AND SUBMIT AT TIME OF BID SHALL RENDER BID NON-RESPONSIVE

#### JRE TO COMPLETE AND SUBMIT AT TIME OF BID SHALL RENDER BID NON-RESPON

#### 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): *Bidders* and *contractors* who have been *debarred* or *suspended* are excluded from submitting bids, submitting responses to requests for proposal or qualifications, receiving *contract* awards, executing *contracts*, participating as a *subcontractor*, employee, agent or representative of another *person* 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
SEE ATTACHED PRINCIPALS	

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

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

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

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

N/A				
Exceptions will be cons	idered in determining bidder re	esponsibility. For any exc	ception noted above, indicate b	elow to whom it

Contractor Name:	Hazard Construction Engr LLC		
Certified By	Jason A. Mordhorst	Title _	President
	Name	Date	5/31/24

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

applies, initiating agency, and dates of action.



10529 Vine Street Lakeside, CA 92040 Phone (858) 587-3600 Fax (858) 453-6034 License No. 1038899 A/C31 DIR No. 1000057559 hazardconstruction.com

# **Principals**

Jason A. Mordhorst W.S. Rogers Mark Thunder Bryan Seeger Emmanuel Gavino President Vice President Vice President of Operations Vice President of Estimating Treasurer / Secretary

#### 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**:

X	SUBCONTRACTOR		SUPPLIER		MANUFACTURER
Line .	NAME REBECCA LLEWELLYN (PACYO)			TITLI PRESID	
	SUBCONTRACTOR CONSULTANT		SUPPLIER		MANUFACTURER
	NAME IC SALAZAR (VIC SALAZAR COMMUNICA	TIONS)		TITLI PRESIDE	
	SUBCONTRACTOR		SUPPLIER		MANUFACTURER
	NAME			TITLI	
	TODD PERRY (PERRY ELECTRIC)			PRESIDE	ENT
$\mathbf{X}$	SUBCONTRACTOR		SUPPLIER		MANUFACTURER
	NAME	1.1	- Section of the	TITL	
	ALEX KARAJA (MIRIMAR GENERAL	)		PRESID	ENT
Contr	actor Name: <u>Hazard Construction En</u>	gr LLC			
Certif	ied By Jason A. Mordhorst	7		Title Preside	ent
		Name		Date	31/24
		Signature			

\*USE ADDITIONAL FORMS AS NECESSARY\*\*

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

#### Names of the Principal individual owner(s)

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

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

X	SUBCONTRACTOR		SUPPLIER		MANUFACTURER
	NAME LARRY COALSON (LC TREE)			TITL PRESI	
$\square$	SUBCONTRACTOR		SUPPLIER		MANUFACTURER
135-	NAME			TITL	
	GLENN BULLOCK (DICK MILLER)			PRESID	ENT
	- <del>SUBCONTRACTOR</del> DESIGNER		SUPPLIER		MANUFACTURER
	NAME	24		TITL	E
	STEVE NASLAND (NASLAND)			PRESID	ENT
	SUBCONTRACTOR		SUPPLIER		MANUFACTURER
45.L)	NAME			TITL	
-					
Contra	actor Name: <u>Hazard Construction E</u>	ngr LLC			
Certifi	ed By Jason A. Mordhorst	-)		Title Presid	ent
	(	Name		S	31/24
	/	-		Date	
	6	Signatur	e		

\*USE ADDITIONAL FORMS AS NECESSARY\*\*

#### **DESIGN-BUILD PROPOSAL**

- 1. The undersigned The Design-Builder proposes and agrees, if this Proposal is accepted, to enter into an agreement with the City in the form included in the Contract Documents to perform the Work as specified or indicated in said Contract Documents entitled **Asphalt Overlay Group 2403** Design-Build Contract.
- 2. The Design-Builder accepts all of the terms and conditions of the Contract Documents, including without limitation those in the RFP.
- 3. This Proposal will remain open for the period stated in the RFP unless otherwise required by law. The Design-Builder will enter into an agreement within the time and in the manner required in the RFP and will furnish the insurance certificates, Payment Bond, and Performance Bond required by the Contract Documents.
- 4. The Design-Builder has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality where the Work is to be performed, the legal requirements (federal, state and local laws, ordinances, rules, and regulations), and the conditions affecting cost, progress or performance of the Work and has made such independent investigations as The Design-Builder deems necessary.

To all the foregoing, and including all Proposal schedule(s) and information required of the Design-Builder contained in this Proposal Form, said The Design-Builder further agrees to complete the Work and Services required under the Contract Documents within the Contract Time stipulated in said Contract Documents, and to accept in full payment therefore the Contract Price based on the Total Proposal Price(s) named in the aforementioned Proposal schedule(s).

Dated: 5/31/24	
The Design-Builder: Hazard Construction Engr LLC	_
By:(Signature)	
Title Jason A. Mordhorst, President	

#### PROPOSAL

#### **DESIGN-BUILDER'S GENERAL INFORMATION**

To the City of San Diego:

Pursuant to the "Request for Proposal", 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 proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the proposer has not directly or indirectly induced or solicited any other proposer to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any proposer or anyone else to put in a sham proposal, or that anyone shall refrain from proposing; that the proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the proposer or any other proposer, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other proposer, 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 proposal are true; and, further, that the proposer has not, directly or indirectly, submitted his or her proposal 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, proposal depository, or to any member or agent thereof to effectuate a collusive or sham proposal. The undersigned proposer(s) further warrants that proposer(s) has thoroughly examined and understands the entire Contract Documents (plans and specifications) and the Proposal Documents therefore, and that by submitting said Proposal Documents as its proposal, proposer(s) acknowledges and is bound by the entire Contract Documents, including any addenda issued thereto, as such Contract Documents incorporated by reference in the Proposal Documents.

#### **IF A SOLE OWNER OR SOLE CONTRACTOR SIGN HERE:**

(1)	Name under which business is conducted	N/A	
(2)	Signature (Given and surname) of proprietor		
(3)	Place of Business (Street & Number)		
(4)	City and State		Zip Code
(5)	Telephone No	Facsimile No	
(6)	Email Address		
IF A PA	RTNERSHIP, SIGN HERE:		
(1)	Name under which business is conducted	J/A	

(2)	Name of each member of partnership, india (limited):	cate character of each partner, general or speci			
(3)	Signature (Note: Signature must be made by a general partner)				
	Full Name and Character of partner				
(4)	Place of Business (Street & Number)				
(5)	City and State	Zip Code			
(6)	Telephone No	Facsimile No			
(7)	Email Address				
	RPORATION, SIGN HERE:				
	Name under which business is conducted _	Hazard Construction Engr LLC			
	Signature, with official title of officer authori				
	(Signature)				
	Jason A. Mordhorst				
	(Printed Name)				
	President				
	(Title of Officer)				
		(Impress Corporate Seal Here)			
(3)	Incorporated under the laws of the State of	California			
(4)	Place of Business (Street & Number)10529	9 Vine Street			
(5)	City and State Lakeside, California	Zip Code92040			
(6)	Telephone No. <u>(858) 587-3600</u>	Facsimile No. <u>(858) 453-6034</u>			
(7)	Email AddressJmordhorst@hazardconstruc	tion.com			

#### 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 <u>California</u>

County of <u>San Diego</u>

On <u>May 31, 2024</u> before me, _	Amanda L. Redmond, Notary Public
Date	NAME, TITLE OF OFFICER - E.G. AJANE DOE, NOTARY PUBLIC
personally appeared	Jason A. Mordhorst
	NAME(S) OF SIGNER(S)

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

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

WITNESS my hand and official seal.

(SEAL) OTARY PUBLIC SIGNATURE





The undersigned, Emmanuel C. Gavino, Secretary of Hazard Construction Engr, LLC, a California limited liability company ("Hazard Construction Engr") which is a wholly-owned subsidiary of Hazard Construction Company, a California Corporation (the "Corporation"), does hereby certify that the following are true and complete resolutions which were unanimously adopted at the annual meeting of the Board of Directors of the Corporation on the twenty-eighth day of March 2024, and that such resolutions have not been amended or modified and continue to be in full force and effect as of the twenty-eighth day of March 2024:

**RESOLVED**, that Hazard Construction Engr execute and deliver certain contracts in the form required.

**FURTHER RESOLVED**, that the President, or the Executive Vice President, or in their absence, the Vice Presidents, or in their absence, the Secretary/Chief Financial Officer, of Hazard Construction Engr be and hereby is authorized and empowered in the name and on behalf of Hazard Construction Engr to execute contracts and to deliver the contracts on behalf of Hazard Construction Engr and to do and perform all acts and things which he deems to be necessary or appropriate to carry out the terms of the contracts, including, but not limited to executing and delivering all agreements and documents contemplated by the contracts.

In witness whereof, I have hereunder set my hand as Secretary of Hazard Construction Engr this twenty-eighth day of March 2024.

#### THE FOLLOWING SECTIONS MUST BE FILLED IN BY ALL PROPOSERS:

In accordance with the "**Request for Proposal**", the proposer holds a California State Contractor's license for the following classification(s) to perform the work described in these specifications:

LICENSE CLASSIFICATION A, C31

LICENSE NO. 1038899 EXPIRES 5/31/2026

DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) REGISTRATION NUMBER: 1000057559

This license classification must also be shown on the front of the proposal envelope. Failure to show license classification on the proposal envelope may cause return of the proposal unopened.

TAX IDENTIFICATION NUMBER (TIN): 82-4384138

E-Mail Address: Jmordhorst@hazardconstruction.com

#### THIS PROPOSAL MUST BE NOTARIZED BELOW:

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

Signature	See Attached Notary	_Title
SUBSCRIBED A	AND SWORN TO BEFORE ME, THIS	DAY OF
Notary Public	in and for the County of	, State of

(NOTARIAL SEAL)

# **City of San Diego**

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

# **ADDENDUM 1**

# **PROPOSAL DOCUMENTS**



# FOR

# **ASPHALT OVERLAY GROUP 2403**

RFP NO.:	K-24-2308-DB1-3
SAP NO. (WBS/IO/CC):	B-24013
CLIENT DEPARTMENT:	2116
COUNCIL DISTRICT:	5
PROJECT TYPE:	ID

# PROPOSALS DUE:

2:00 PM JUNE 12, 2024

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

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



#### **DEPUTY CITY ENGINEER**

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

For City Engineer

05/14/2024

Date





#### A. CHANGES TO CONTRACT DOCUMENTS

The following changes to the RFP are hereby made effective as though originally issued with the RFP. The Design-Builders are reminded that all previous requirements to this solicitation remain in full force and effect.

#### B. CHANGES TO THE REQUEST FOR PROPOSALS

- 1. TO REQUEST FOR PROPOSAL, **Item 5., ESTIMATED PROJECT COST**, page 6, **DELETE** in its entirety and **SUBSTITUTE** with the following:
  - 5. **ESTIMATED PROJECT COST:** The City's estimated cost for this project is **\$6,640,000**.
- 2. To ATTACHMENTS, **Attachment E, SUPPLEMENTARY SPECIAL PROVISIONS**, page 104, **ADD** the following:

#### **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:
  - The project consists of several street segments throughout the City of San Diego as shown in Appendix E -Resurfacing Limits Map Books. 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).
- 4. The Engineer may identify the paving work to be completed ahead of the curb ramps in certain locations earlier than the time shown on the Schedule with a 30-day written notification. See Section 301-1.7 (9) for compensation.
- To ATTACHMENTS, Attachment E, SUPPLEMENTARY SPECIALPROVISIONS, SECTION 6 – PROSECUTION AND PROGRESS OF THE WORK, Subsection 6-1.1, Construction Schedule, Item 4., page 126, ADD the following:
  - h. The Engineer may identify the paving work to be completed ahead of the curb ramps in certain locations earlier than the time shown on the Schedule with a 30-day written notification. See Section 301-1.7 (9) for compensation.
- To ATTACHMENTS, Attachment E, SUPPLEMENTARY SPECIAL PROVISIONS, SECTION 301 – SUBGRADE PREPARATION, TREATED MATERIALS, AND PLACEMENT OF BASE MATERIALS, Subsection 301-1.7, Payment, page 145, ADD the following:
  - 9. The payment for pavement restoration as a result of concrete flat work construction after paving work is completed, when requested by the City in accordance with Section 6-1.1, "Construction Schedule", shall include all material, labor, mobilization, cold milling, asphalt concrete, slot trench restoration, asphalt repair and other pertinent costs and shall be included in the unit price for bid item "Asphalt Pavement Restoration (Concrete Flatwork)." No additional compensation will be allowed.

5. To ATTACHMENTS, **ATTACHMENT F, PRICE PROPOSAL FORMS,** pages 265 through 269, **DELETE** in their entirety and **SUBSTITUTE** with pages 6 through 11 of this Addendum.

Rania Amen, Director Engineering & Capital Projects Department

Dated: *May 14, 2024* San Diego, California

RA/TD/na

#### **PRICE PROPOSAL FORMS**

The Design-Builder agrees to the design and construction of **Asphalt Overlay Group 2403**, for the City of San Diego, in accordance with these contract documents for the lump sum price listed below. The Design-Builder guarantees the proposed prices for a period of 120 Days from the date Proposals are due. The duration of the price guarantee may be extended as required by mutual consent.

ltem No.	NAICS CODE	Description	Quantity	D*	Unit	Unit Price	Extension
	BASE PROPOSAL						
1	524126	Bonds (Payment and Performance)	1		LS		\$
2	541330	Engineering and Designs Services (Curb Ramp Special Design)	1	D	LS		\$
3	237310	Construction (Curb Ramp Special Design)	1	D	LS		\$
4		Field Orders (EOC Type II)	1		AL		\$287,900.00
5	541820	Exclusive Community Liaison Services	1		LS		\$
6	237310	Compensation Adjustments for Price Index Fluctuation (EOC Type I)	1		AL		\$180,000.00
7	237310	Excavation for Base Repair	2860		CY	\$	\$
8	237310	Excavation for Base Repair (Unscheduled)	1144		CY	\$	\$
9	237310	Asphalt Concrete Base	2896		TON	\$	\$
10	237310	Crushed Miscellaneous Base	2896		TON	\$	\$
11	237310	Crushed Miscellaneous Base (Unscheduled)	1159		TON	\$	\$

ltem No.	NAICS CODE	Description	Quantity	D*	Unit	Unit Price	Extension
12	237310	Asphalt Pavement Repair	8194		SF	\$	\$
13	237310	Cold Mill Type B Full Width AC Pavement (1 Inch)	171589		SF	\$	\$
14	237310	Cold Mill Type B Full Width AC Pavement (2 Inch)	430170		SF	\$	\$
15	237310	Cold Mill Type B Full Width AC Pavement (3 Inch)	143103		SF	\$	\$
16	237310	Cold Mill Type A 6 ft Edge AC Pavement (1.5 Inch)	80201		SF	\$	\$
17	237310	Cold Mill Type A 6 ft Edge AC Pavement (2 Inch)	63064		SF	\$	\$
18	237310	Cold Mill Header Cuts	820		LF	\$	\$
19	237310	Asphalt Concrete with Aramid Fiber (2.1 Oz Aramid Fiber per Ton Asphalt Concrete) - 2 Inch	4348		TON	\$	\$
20	237310	Asphalt Concrete with Aramid Fiber (2.1 Oz Aramid Fiber per Ton Asphalt Concrete) - 3 Inch	2683		TON	\$	\$
21	237310	Asphalt Concrete (2 Inch)	7243		TON	\$	\$
22	237310	Unclassified Excavation and Export	240		CY	\$	\$
23	237310	Class II Base	455		TON	\$	\$
24	237310	Historical and Contractor Date Stamps and Impressions	20		EA	\$	\$
25	237310	Remove and Replace Existing Sidewalk	670		SF	\$	\$

ltem No.	NAICS CODE	Description	Quantity	D*	Unit	Unit Price	Extension
26	237310	Curb and Gutter ( 6-Inch Curb, Type G)	320		LF	\$	\$
27	237310	Cross Gutter	12438		SF	\$	\$
28	238210	New Pedestrian Push Button Post	8		EA	\$	\$
29	238210	New Pedestrian Push Button	8		EA	\$	\$
30	237310	Curb Ramp (Type A) with Stainless Steel Detectable Warning Tiles	14		EA	\$	\$
31	237310	Curb Ramp (Type B) with Stainless Steel Detectable Warning Tiles	6		EA	\$	\$
32	237310	Curb Ramp (Type C1) with Stainless Steel Detectable Warning Tiles	17		EA	\$	\$
33	237310	Curb Ramp (Type C2) with Stainless Steel Detectable Warning Tiles	38		EA	\$	\$
34	237310	Removal and Replacement of Existing Paint Striping	1		LS		\$
35	237310	Removal and Replacement of Existing Paint Striping (Avenida Magnifica)	1		LS		\$
36	237310	Removal and Replacement of Existing Paint Striping (World Trade Dr)	1		LS		\$
37	237310	Removal and Replacement of Existing Paint Striping (Scripps Trail)	1		LS		\$
38	237310	Continental Crosswalks	1		LS		\$
39	238990	Video Recording of Existing Conditions	1		LS		\$
40	237310	Adjust Existing Manhole Frame and Cover to Grade	124		EA	\$	\$

ltem No.	NAICS CODE	Description	Quantity	D*	Unit	Unit Price	Extension
41	237310	Adjust Existing Gate Valve Frame and Cover to Grade	112		EA	\$	\$
42	237310	Adjust Existing Survey Monument to Grade	33		EA	\$	\$
43	237310	Reconstruct Survey Monument Box	3		EA	\$	\$
44	237310	Traffic Signal Loop and Appurtenance (Type E and Type E Modify)	38		EA	\$	\$
45	237310	Traffic Signal Loop and Appurtenance (Type Q)	3		EA	\$	\$
46	541330	Traffic Control and Working Drawings	1	D	LS		\$
47	541330	Traffic Control and Engineered Traffic Control Plans	1	D	LS		\$
48	238210	Remove and Reinstall Traffic Signs	3		EA	\$	\$
49	238210	Install Traffic Sign on Existing Post	8		EA	\$	\$
50	238210	Remove Existing Traffic Sign and Post	1		EA	\$	\$
51	238210	Install Traffic Sign on New Post per SDM 104	12		EA	\$	\$
52	237310	Install Traffic Sign on New Post per CALTRANS Standard Drawing RS5	6		EA	\$	\$
53	238910	Root Pruning and Crown Reduction	10		EA	\$	\$
54	237310	Inlet Markers	23		EA	\$	\$
55	541330	WPCP Development	1	D	LS		\$

ltem No.	NAICS CODE	Description	Quantity	D*	Unit	Unit Price	Extension
56	237310	WPCP Implementation	1		LS		\$
57	237310	Asphalt Pavement Restoration (Concrete Flatwork)	23750		SF	\$	\$
		TOTAL DESIGN-BUILD BASE PR	OPOSAL ( <b>ITEM</b>	S NO. 1	THROUGH	57 INCLUSIVE):	\$

\* Design Element (For City Use)

Total Price For Design-Build Proposal, (items 1 through 57, inclusive) amount written in words:

IMPORTANT NOTICE: If Design-Builder 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 Design-Builder or other interested person is an individual, state first and last names in full.

# **City of San Diego**

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

# **ADDENDUM 2**

# **PROPOSAL DOCUMENTS**



# FOR

# **ASPHALT OVERLAY GROUP 2403**

RFP NO.:	K-24-2308-DB1-3
SAP NO. (WBS/IO/CC):	B-24013
CLIENT DEPARTMENT:	2116
COUNCIL DISTRICT:	5
PROJECT TYPE:	ID

# **PROPOSALS DUE:**

2:00 PM JUNE 12, 2024

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

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



#### **DEPUTY CITY ENGINEER**

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

For City Engineer

05/28/2024

Date





## A. CHANGES TO CONTRACT DOCUMENTS

The following changes to the RFP are hereby made effective as though originally issued with the RFP. The Design-Builders are reminded that all previous requirements to this solicitation remain in full force and effect.

#### B. BIDDER'S QUESTIONS

- Q1. Are engineered signing and striping plans required for the streets within the project limits? Some plans were included by the City, but are those to be used for construction or to be recreated by a Professional Traffic Engineer? Does this apply to the other streets as well or are those streets to replace striping in kind?
- A1. For all streets that do not have Striping Plans included in the Bid documents, striping is to be replaced in kind. For the Bike Lane Striping Plans provided for World Trade Drive, Avenida Magnifica, and Scripps Trail shall be striped accordingly per Plan numbering **0101270-01-D through 0101270-19-D** provided in the Bid documentation. There is no need for a Professional Traffic Engineer to recreate these Plans as they have been signed.
- Q2. Within the proposal documents, Map Book 6 shows that the signalized intersection of Highland Ranch Road and World Trade Drive is planned for 2 pedestrian ramps per corner. To install 2 ramps per corner at this location will require a traffic signal modification. Does the City intend to install 2 pedestrian ramps per corner at this intersection, or should the proposer assume that due to the existing traffic signal constraints, a Deviation from Standards form will be required, to maintain 1 pedestrian ramp per corner?
- A2. The dual ramps have been changed to single standard ramps. See updated Appendix L Concrete Scope Sheet for the proposed ramps at this intersection. Refer to updated Appendix L – Concrete Scope Sheet, pages 15 through 24 of this Addendum.
- Q3. For the engineered traffic control drawings on the streets identified in the Traffic Control Approach, is this only expected for the construction of the curb ramps or will engineered traffic control also be required for the resurfacing work?
- A3. The Engineered Traffic Control would be for the curb ramp installation and all resurfacing work. This also includes all work performed in the Right-of-Way.

- Q4. Does the City expect that Caltrans encroachment permits will be required for Map 1, Map 4, and Map 8 resurfacing/traffic control work?
- A4. Caltrans permits are not expected on Map Books 1, 4 and 8.
- Q5. Based on the Resurfacing Limits Map Book document provided with the solicitation documents, 78 standard curb ramps and 20 specially designed curb ramps are shown, however, the scope of work in the RFQ identifies approximately 75 total ramps and approximately 19 curb returns requiring special curb ramps. Please clarify the anticipated number of standard curb ramps and special curb ramps
- A5. The standard ramp count was verified to be 75. Due to the proposed change from dual ramps to single ramps at Highland Ranch and World Trade Drive, the standard ramp count has now changed to 71. There are 19 curb returns requiring assessment, evaluation, design and construction for curb ramps. Cost Estimate has been updated to remove 4 ramps as well as the Appendix J Concrete Scope Sheet.
- Q6. How will mobilization be paid? There is no line item in the bid schedule.
- A6. Refer to Section 7-3.4.1 in the WHITEBOOK, item 3.

#### C. ADDENDUM

- 1. To ADDENDUM 1, Section B, CHANGES TO THE REQUEST FOR PROPOSALS, **Item 1**, page 3, **DELETE** in its entirety and **SUBSTITUTE** with the following:
  - 5. **ESTIMATED PROJECT COST:** The City's estimated cost for this project is **\$6,610,000**.
- To ADDENDUM 1, Section B, CHANGES TO THE REQUEST FOR PROPOSALS, Item 5, page 5, DELETE in its entirety and SUBSTITUTE with the following:
  - 5. To ATTACHMENTS, ATTACHMENT F, PRICE PROPOSAL FORMS, pages 265 through 269, **DELETE** in their entirety and **SUBSTITUTE** with pages 9 through 14 of this Addendum.

#### D. CHANGES TO THE REQUEST FOR PROPOSALS

- 1. To ATTACHMENTS, Attachment E, SUPPLEMENTARY SPECIAL PROVISIONS, SECTION 314, TRAFFIC STRIPING, CURB AND PAVEMENT MARKINGS, AND PAVEMENT MARKERS, page 150, **DELETE** in its entirety and **SUBSTITUTE** with the following:
  - **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, thermoplastics , pavement devices, and the installation of new striping, pavement markers, thermoplastics, pavement devices shall be included in the Lump Sum Bid item for "**Removal and Replacement of Existing Paint Striping**." This bid item excludes the removal and replacement of existing and installation of traffic striping modifications for the following locations:
      - a) Avenida Magnifica between Handrich and Moselle
      - b) Scripps Trail between Rue De Amis and Timberlake
      - c) World Trade Dr between Conference and Stoney Peak
    - 2. The payment for the removal and replacement of existing traffic striping, pavement markings, curb painting, and pavement markers, thermoplastics, continental crosswalks, pavement devices, and the installation of new striping, pavement markers, thermoplastics, continental crosswalks, pavement devices as shown on Avenida Magnifica (BL) Striping Improvement and Signage plan number 0101270-01-D through 0101270-04-D shall be included in the lump sum Bid item for "Removal and Replacement of Existing Paint Striping (Avenida Magnifica)."

- 3. The payment for the removal and replacement of existing traffic striping, pavement markings, curb painting, and pavement markers, thermoplastics, continental crosswalks, pavement devices, and the installation of new striping, pavement markers, thermoplastics, continental crosswalks, pavement devices as shown on World Trade Dr (BL) Striping, Signage & Electrical Improvement plan number **0101270-09-D through 0101270-19-D** shall be included in the lump sum Bid item for "**Removal and Replacement of Existing Paint Striping** (World Trade Dr)."
- 4. The payment for the removal and replacement of existing traffic striping, pavement markings, curb painting, and pavement markers, thermoplastics, continental crosswalks, pavement devices, and the installation of new striping, pavement markers, thermoplastics, continental crosswalks, pavement devices as shown on Scripps Trail (BL) Striping and Signage Improvement plan number **0101270-05-D through 0101270-08-D** shall be included in the lump sum Bid item for "Removal and Replacement of Existing Paint Striping (Scripps Trail)."
- 2. To ATTACHMENTS, Attachment G, EVALUATION AND SELECTION CRITERIA, Sections 8. Reference Checks, 9. Review of Technical Proposal, and 10. Final Selection Based on Weighted Criteria pages 262 through 263, **DELETE** in their entirety AND **SUBSTITUTE** with the following:

## 7. Reference Checks (5 Points Max)

7.1. Provide a minimum of 2 references

## TOTAL POINTS: 100

## 8. Review of Technical Proposal

8.1. Following the receipt of the Technical Proposal, the City anticipates allotting 2 weeks for review of the Technical Proposals.

## 9. Final Selection Based on Weighted Criteria

- 9.1. Based on the Design-Builders' Proposals and any follow-up presentations, and using the Project's Evaluation Criteria, the Panel will continue to rank the Design-Builder's Proposals by determining an overall score which shall be calculated as follows:
- 9.2. A maximum of 60 points will be assigned for the Contract Price as proposed. The lowest total Contract Price of all the Proposals that meet the requirements of this RFP will receive the maximum assigned points to this category. The other Price Proposals will be scored based on how much higher their total Contract Prices compare to the lowest:

 $\left(1-\frac{(\text{Contract Price-Lowest Contract Price})}{(\text{Lowest Contract Price})}\right) \times \text{Max Pts} = \text{Pts Rcvd}$ 

- 9.3. A maximum of 40 points will be assigned for the qualitative criteria described in the RFP. All Proposals shall receive scores based on 40 times the average of the composite ratings provided by the Panel.
- 9.4. The Selected Design-Builder will be the team with the highest total score earned. Design-Builders will be notified in writing of the City's final decision.
- 9.5. For example, if the lowest total Contract Price of all proposals is \$100, that Proposal would receive the maximum allowable points for the price category. If the total Contract Price of another proposal is \$105 and the maximum allowable points is 80 points, then that Proposal would receive (1– ((105–100)/100) x 80 = 76 points, or 95% of the maximum points. The lowest score a Proposal can receive for this category is zero points the score cannot be a negative number. The below example using the same 80/20 split illustrates the calculation outcomes with Firm A

winning the competition even though Firm A did not have the highest rated proposal or the lowest price:

Firm	Avg. Composite	Qualitative Score	Price Proposal	Price Score	Total Score
	Rating	(20Max)		(80 Max)	(100 Max)
А	85.00	17.00	\$105	76.00	93.00
В	88.00	17.60	\$130	56.00	73.60
С	50.00	10.00	\$100	80.00	90.00
Note: All figures will be rounded off to two decimal places.					

3. To ATTACHMENTS, Attachment E, Appendices, Appendix L, Concrete Scope Sheet, pages 233 through 242, **DELETE** in their entirety and **SUBSTITUTE** with pages 15 through 24 of this Addendum.

## E. CLARIFICATION

 To Attachment A, PROJECT DESCRIPTION, SCOPE OF WORK, TECHNICAL SPECIFICATIONS, AND/OR BRIDGING DOCUMENTS, Section 41, Bridging Documents, page 71, the Google link below:

https://drive.google.com/drive/folders/1LOmWOjxzUcf76MB9RiCv0N6amwt47pBG

has been updated to include a new folder titled as **Addendum 2**, which includes a revised file for **Concrete Scope Sheet\_REV**.

Rania Amen, Director Engineering & Capital Projects Department

Dated: *May 28, 2024* San Diego, California

RA/TD/na

#### PRICE PROPOSAL FORMS

The Design-Builder agrees to the design and construction of **Asphalt Overlay Group 2403**, for the City of San Diego, in accordance with these contract documents for the lump sum price listed below. The Design-Builder guarantees the proposed prices for a period of 120 Days from the date Proposals are due. The duration of the price guarantee may be extended as required by mutual consent.

ltem No.	NAICS CODE	Description	Quantity	D*	Unit	Unit Price	Extension
		BASE PROPO	SAL				
1	524126	Bonds (Payment and Performance)	1		LS		\$
2	541330	Engineering and Designs Services (Curb Ramp Special Design)	1	D	LS		\$
3	237310	Construction (Curb Ramp Special Design)	1	D	LS		\$
4		Field Orders (EOC Type II)	1		AL		\$287,900.00
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8	237310	Excavation for Base Repair (Unscheduled)	1144		CY	\$	\$
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11	237310	Crushed Miscellaneous Base (Unscheduled)	1159		TON	\$	\$

ltem No.	NAICS CODE	Description	Quantity	D*	Unit	Unit Price	Extension
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13	237310	Cold Mill Type B Full Width AC Pavement (1 Inch)	171589		SF	\$	\$
14	237310	Cold Mill Type B Full Width AC Pavement (2 Inch)	430170		SF	\$	\$
15	237310	Cold Mill Type B Full Width AC Pavement (3 Inch)	143103		SF	\$	\$
16	237310	Cold Mill Type A 6 ft Edge AC Pavement (1.5 Inch)	80201		SF	\$	\$
17	237310	Cold Mill Type A 6 ft Edge AC Pavement (2 Inch)	63064		SF	\$	\$
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30	237310	Curb Ramp (Type A) with Stainless Steel Detectable Warning Tiles	11		EA	\$	\$
31	237310	Curb Ramp (Type B) with Stainless Steel Detectable Warning Tiles	6		EA	\$	\$
32	237310	Curb Ramp (Type C1) with Stainless Steel Detectable Warning Tiles	17		EA	\$	\$
33	237310	Curb Ramp (Type C2) with Stainless Steel Detectable Warning Tiles	37		EA	\$	\$
34	237310	Removal and Replacement of Existing Paint Striping	1		LS		\$
35	237310	Removal and Replacement of Existing Paint Striping (Avenida Magnifica)	1		LS		\$
36	237310	Removal and Replacement of Existing Paint Striping (World Trade Dr)	1		LS		\$
37	237310	Removal and Replacement of Existing Paint Striping (Scripps Trail)	1		LS		\$
38	237310	Continental Crosswalks	1		LS		\$
39	238990	Video Recording of Existing Conditions	1		LS		\$
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43	237310	Reconstruct Survey Monument Box	3		EA	\$	\$
44	237310	Traffic Signal Loop and Appurtenance (Type E and Type E Modify)	38		EA	\$	\$
45	237310	Traffic Signal Loop and Appurtenance (Type Q)	3		EA	\$	\$
46	541330	Traffic Control and Working Drawings	1	D	LS		\$
47	541330	Traffic Control and Engineered Traffic Control Plans	1	D	LS		\$
48	238210	Remove and Reinstall Traffic Signs	3		EA	\$	\$
49	238210	Install Traffic Sign on Existing Post	8		EA	\$	\$
50	238210	Remove Existing Traffic Sign and Post	1		EA	\$	\$
51	238210	Install Traffic Sign on New Post per SDM 104	12		EA	\$	\$
52	237310	Install Traffic Sign on New Post per CALTRANS Standard Drawing RS5	6		EA	\$	\$
53	238910	Root Pruning and Crown Reduction	10		EA	\$	\$
54	237310	Inlet Markers	23		EA	\$	\$
55	541330	WPCP Development	1	D	LS		\$

ltem No.	NAICS CODE	Description	Quantity	D*	Unit	Unit Price	Extension
56	237310	WPCP Implementation	1		LS		\$
57	237310	Asphalt Pavement Restoration (Concrete Flatwork)	23750		SF	\$	\$
		TOTAL DESIGN-BUILD BASE PR	OPOSAL ( <b>ITEM</b>	S NO. 1	THROUGH	57 INCLUSIVE):	\$

\* Design Element (For City Use)

Total Price For Design-Build Proposal, (items 1 through 57, inclusive) amount written in words:

Design-Builder:
Title:
Signature:
The names of all persons interested in the foregoing proposal as principals are as follows:

IMPORTANT NOTICE: If Design-Builder 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 Design-Builder or other interested person is an individual, state first and last names in full.

## APPENDIX L

## CONCRETE SCOPE SHEET
			Curb Ramp				
Map Book	Intersection	Location	Type	Approx R/W	Barricade Type	Replace Spandrel, Cross Gutter or Apron	Comments
map book	Escala/Chretien	NWC	None	2	<u>ш</u>	<b>F</b> 8 0 0	no sidewalk on west side
		NEC	None				Existing ramp
		SWC	None				no sidewalk on west side
		SEC	None				Existing ramp
1							Protect in place existing ramp.
	Escala/Fernando	NWC	None			Х	Remove/Replace spandrel and cross gutter
		NEC	None				Existing ramp
		SWC SEC	None None			x	Protect in place existing ramp. Remove/Replace spandrel and cross gutter Existing ramp
	Rosedown PI/Devereux	NWC	None				Existing ramp
2		NEC	None				Existing ramp
2		SWC	None				no curb ramp
		SEC	None				no curb ramp
	Carnton / Graciosa	NWC	None				no curb ramp Remove/Replace Cross Gutter. Special design.
		NEC	S	10		Х	Replace spandrel as part of curb ramp
		SWC	None				no curb ramp Remove/Replace Cross Gutter. Replace
		SEC	C2	10		х	spandrel as part of curb ramp Use detail for C2 for 15 ft rule.
	Carnton / Devereux	NWC	None				no curb ramp
		NEC	None				no curb ramp
		SWC	None				Existing ramp
		SEC	None				Existing ramp
	Regalo / Graciosa	NWC	C1	10		x	Remove/Replace Cross Gutter. Replace spandrel as part of curb ramp. Use detail for C1 for 15 ft rule.
		NEC	None	10			No curb ramp required.
3		SWC	S	10		x	Remove/Replace Cross Gutter. Replace spandrelm as part of curb ramp. Special design. Protect ex streetlight pole.
		SEC	C2	10			Use detail for C2 for 15 ft rule at T-intersection. Relocate stop limit line. Replace spandrel as
	Regalo / Bernardo Vista	NWC	C1	10			part of curb ramp
		NEC	s	10			Special design. Replace spandrel as part of curb ramp
		SWC	None				
		SEC	None				no curb ramp
	Timaru/Fairlie	NWC	A				remove/replace cross gutter. Replace spandrel as part of curb ramp
		NEC SWC	None				Relocate Stop bar as needed. Replace Spandrel as part of curb ramp. Remove/replace cross gutter
		SEC	None				Barrei
	Maturin/Windrose	NWC	None				no curb ramp
		NEC	None				Existing compliant ramp
4		SWC	None				Existing compliant ramp

Map Book	Intersection	Location	Type	Approx R/W	Barricade Type	Replace Spandrel, Cross Gutter or Apron	Comments
							Relocate limit line. Remove/Replace cross
	Maturin / Turtleback	NWC	Dual C2	10		х	gutter. Replace spandrel as part of curb ramp
		NEC	A & B	10		X	Install retaining curb. Realign x-walk. Relocate limit lines. Remove/Replace cross gutter. Replace spandrel as part of curb ramp
		SWC	В	10			Replace ex curb ramp with sidewalk, curb, & gutter to best align crossing. Realign x-walk. Re- grade ex slope.
		SEC	В	10			Protect ex streetlight pole. Ensure 48" min horiz clearance of pole. Re-grade ex slope.
							Realign crosswalk. Remove/Replace cross
	Maturin / Silver Buckle	NWC	Dual C2	10		х	gutter. Replace spandrel as part of curb ramp
		NEC	C2	10			Relocate limit line
							Remove/Replace cross gutter. Replace
		SWC	Dual C2	10		Х	spandrel as part of curb ramp
4		SEC	C2	10			
	Maturin / Grassy Trail	NWC NEC	A C2	10 10		x	Adjust pullbox to grade. Remove/Replace cross gutter. Replace spandrel as part of curb ramp Relocate limit line.
		NEC	62	10			
		SWC	A	10		x	Relocate limit line. Remove/Replace cross gutter. Replace spandrel as part of curb ramp Provide level landing for entire width of private
		SEC	C2	10			walkway.
	Maturin/Cattail	NWC	None				Existing compliant ramp
		NEC	None				Existing compliant ramp
		SWC	None				no curb ramp
		SEC	None				no curb ramp
	Grassy Trail/Lofty Trail	NWC NEC	C2 None			х	Replace spandrel as part of curb ramp. Protect in place ex cross gutter
		SWC	C2			x	Relocate Stop bar as needed. Replace Spandrel as part of curb ramp. Protect in place ex cross gutter
		SEC	None				
							Remove/Replace Cross Gutter. Replace
	Linares / Penanova	NWC	C2	10		Х	spandrel as part of curb ramp
		NEC	None	10			no curb ramp Remove/Replace Cross Gutter. Replace
		SWC	C2	10		х	spandrel as part of curb ramp
		SEC	None	10		~	no curb ramp
-	Linares / Madrigal	NWC	C2	10			Provide level landing for entire width of private walkway.
5		NEC	C2	10			Adjust pullbox to grade. Relocate sign.
		0110	0	10		v	Provide level landing for entire width of private walkway. Protect utilities. Remove and replace cross gutter. Replace spandrel as part of curb
		SWC	C2	10		X	ramp
		SEC	C1	10		х	Protect ex tree. Remove/replace cross gutter. Replace spandrel as part of curb ramp

				Ň		ter	
		Location		Approx R/W	Barricade Type	Replace Spandrel, Cross Gutter or Apron	
Map Book	Intersection	oca	Type	lqq	Barric Type	Repl Spar Cros	Comments
	Stoney Peak/Carmel Mountain	SWC	None	1	<b>w F</b>	H 0 0 0	no curb ramp
		SEC	None				Relocate Ped Push Button
							Special design. Remove/Replace Cross Gutter.
	Stoney Peak / Private Driveway	NWC	S	10		Х	Replace spandrel as part of cross gutter
							Use detail for C2 for 15 ft rule.
							Remove/Replace cross gutter. Replace
		SWC	C2	10		Х	spandrel as part of curb ramp
	Stoney Peak / World Trade	NWC	S	10			Special design.
		NEC	S	10			Special design.
6							
0		SWC	s	10			Special design.
		0.110					
		SEC	S	10			Special design.
	World Trade / Highland Ranch	NWC	А	10			
		NEC	А	10			
		SWC	C2	10			
		SEC	A	10			
	World Trade (mid-block)	W	C2	10			install 24 ft blue curb and sign HC
	World Trade (mid-block)	E	В	10			install 24 ft blue curb and sign HC
							Existing ramp. Protect in place Cross gutter.
	Paseo Cardiel/Sundevil	SWC	None				Cross gutter does not need to be replaced
							Eviding and Destant is also a Correspondence
		65.6					Existing ramp. Protect in place Cross gutter.
		SEC	None	10			Cross gutter does not need to be replaced
	Paseo Cardiel / Paseo Cevera	NWC	A	10			
		NEC SWC	None A	10			no curb ramp
7		SWC	A None	10			no curb ramp
		JEC	NULLE				
1							Existing ramp. Protect in place Cross gutter.
1	Paseo Cardiel / Via Cuenca	NWC	None	10		х	Cross gutter does not need to be replaced
		NEC	C1	10		~	store Batter does not need to be replaced
		NEC	C1	10			
							Existing ramp. Protect in place Cross gutter.
		SWC	None	10		х	Cross gutter does not need to be replaced
		SEC	None	10			no curb ramp

Map Book	Intersection	Location	Type	Approx R/W	Barricade Type	Replace Spandrel, Cross Gutter or Apron	Comments
							Provide level landing at fence opening.
							Remove/Replace cross gutter. Replace
	Paseo Cardiel / Via Daroca	NWC	C1	10		Х	spandrel as part of curb ramp
		NEC	C1	10			
							Remove/Replace cross gutter. Replace
		SWC	C2	10		Х	spandrel as part of curb ramp
		SEC	None				
7	Paseo Cardiel / Via Daroca	NWC	C1	10		Х	remove/replace existing cross gutter. Replace spandrel as part of curb ramp. Maintain 4 ft between driveway and ramp
							Use detail for Type C1 with 15 ft rule at T-
		NEC	C1	10			intersection.
		SWC	C1	10		X	Use detail for Type C1 with 15 ft rule at T- intersection. remove/replace existing cross gutter. Replace spandrel as part of curb ramp Use detail for Type C1 with 15 ft rule at T-
		SEC	C1	10			intersection.
	Paseo Cardiel/Paseo Montalban	NWC	None				Existing compliant ramp
		NEC	None				Existing compliant ramp
	La Tortola / Calle De Las Rosas	SWC	C2	10			
		SEC	C2	10			
	La Tortola / La Tortola Ct	NWC	C1	10			Use detail for Type C1 with 15 ft rule at T- intersection. Use detail for Type C2 with 15 ft rule.
		NEC	C2	10		х	Remove/Replace Cross Gutter. Replace spandrel as part of curb ramp
							Remove ex curb ramp and replace with
		SWC	None	10			sidewalk, curb, and gutter.
		SEC	s	10		х	Special design. Remove/Replace Cross Gutter. Replace spandrel as part of cross gutter
	La Tortola / La Tortola Pl	NWC	None				
		NEC	C2	10		x	Use detail for Type C2 with 15 ft rule. Remove/Replace Cross Gutter. Replace spandrel as part of curb ramp
							Remove ex curb ramp and replace with
8		SWC	None	10			sidewalk, curb, and gutter.
0		SEC	s	10		Х	Special design. Remove/Replace Cross Gutter. Replace spandrel as part of cross gutter
	La Tortola / Paseo Montril						Remove the (2) existing curb ramps at the elbow intersection and replace with sidewalk, curb, and gutter.
	Paseo Montril / Cabezon Place	NWC	s	10		х	Special Design.Replace Spandrel as part of curb ramp replacement. Remove/Replace cross gutter
		NEC		10		V	Special Design.Replace Spandrel as part of curb ramp replacement. Remove/Replace cross
		NEC	S	10		X	gutter Special Design. Replace Spandrel as part of curb ramp replacement. Remove/Replace cross
		SWC	s	10		х	gutter Special Design. Replace Spandrel as part of
		SEC	s	10		х	curb ramp replacement. Remove/Replace cross gutter

Map Book	Intersection	Location	t Type	Approx R/W	Barricade Type	Replace Spandrel, Cross Gutter or Apron	Comments
	Paseo Montril/Via Cabazon	NWC	C1				
		NEC	None				
8		SWC	C2			x	Remove/Replace Cross Gutter. Replace spandrel as part of curb ramp replacement Relocate Stop bar. Remove/Replace cross
							gutter. Replace spandrel as part of curb ramp
		SEC	C2			х	replacement
	Paseo Montril/Cijon	NWC	None				Existing ramp
		SWC	None				Existing ramp
	Scripps Tr / Rue Des Amis	NWC	S	10			Special Design
		NEC SWC	C2 S	10 10		х	Remove/Replace Cross Gutter. Replace spandrel as part of curb ramp replacement Special Design
		5000		10			Special Design. Remove/Replace Cross Gutter.
							Replace spandrel as part of curb ramp
		SEC	s	10		х	replacement
	Scripps Tr / Saint Pierre Wy	NWC	C1	10		^	Use detail for C1 with 15 ft rule.
	Scripps IT / Same Fielde Wy	NEC	S	10			
		SWC	C1	10			Use detail for C1 with 15 ft rule.
		SEC	S	10			Special Design
	Scripps Tr / East Glen	NWC	C1	10			Protect existing utility riser and wall.
		NEC	Dual C2	10		x	Remove and Replace Cross Gutter. Replace Spandrel as part of curb ramp. Adjust streetlight pullbox to grade. Relocate stop limit line.
		SWC	None	10			Due to mailbox, not able to install ramp here.
9		SEC	C2	10		х	Remove and Replace Cross Gutter. Replace spandrel as part of curb ramp. Protect ex gas lid and fire hydrant.
	Scripps Tr / Timberlake	NWC	А	10		х	Relocate limit line. Replace spandrel as part of curb ramp
		NEC	в	10			Remove ex curb ramp and replace with sidewalk, curb, and gutter. Align new ramp with NWC.Ensure 4' min horizontal clearance from FH and streetlight pole.
		NEC	5	10			Relocate limit line. Replace spandrel as part of
		SWC	C2	10		х	curb ramp
		SEC	B	10		~ ~	Relocate limit line.
	Avenida Magnifica / Handrich	NWC	C1	10			
		NEC	C1	10			Remove ex curb ramp in order to locate new ramp in alignment with SEC.
							Ensure a level landing in front of entire private
		SWC	C2	10			walkway.
		SEC	C2	10			
	Avenida Magnifica / Moselle	NWC	C2	10			
		SWC	None				Existing compliant ramp

S = Special











3. Follow additional standards for Type C1 curb ramp in SDG-135.

# **City of San Diego**

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

# **ADDENDUM 3**

# **PROPOSAL DOCUMENTS**



# FOR

# **ASPHALT OVERLAY GROUP 2403**

RFP NO.:	K-24-2308-DB1-3
SAP NO. (WBS/IO/CC):	B-24013
CLIENT DEPARTMENT:	2116
COUNCIL DISTRICT:	5
PROJECT TYPE:	ID

# PROPOSALS DUE:

2:00 PM JUNE 12, 2024

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

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



#### **DEPUTY CITY ENGINEER**

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

For City Engineer

05/29/2024

Date





# A. CHANGES TO CONTRACT DOCUMENTS

The following changes to the RFP are hereby made effective as though originally issued with the RFP. The Design-Builders are reminded that all previous requirements to this solicitation remain in full force and effect.

### B. BIDDER'S QUESTIONS

- Q1. Since this is a Design-Build project, will the contractor be required to comply with Skilled & Trained workforce requirements?
- A1. No.
- Q2. Is this project subject to a Project Labor Agreement (PLA)?
- A2. No
- Q3. Please confirm that the City will provide all construction survey and the Contractor will only be required to provide any survey, if any, required to design the specialty curb ramps.
- A3. City will provide Survey Monument Preservation and Perpetuation and curb ramp staking for special design curb ramps. See Section 3.1.8 of Attachment A.
- Q4. The Coring Report in Appendix N does not address the following streets that have base repairs and get cold milled: Grassy Trail Drive, Timaru Way, Ashburton Road. Please provide cores so can bid accordingly.
- A4. An Additional Coring Report has been included in Appendix N- Coring Report. Refer to Section D, Item 2, page 7 of this Addendum.
- Q5. The Addendum 2 Price Proposal Form dated May 28, 2024, lists Item 8 – Excavation for Base Repair (Unscheduled) 1,144 CY, and Item 11 – Crushed Miscellaneous Base (Unscheduled) 1,159 TN, however, there is not an Item for Asphalt Concrete Base (Unscheduled), why is that? How does the City intend to pay for the asphalt concrete required for any unscheduled base repairs? Can the City add a Bid Item for Asphalt Concrete Base (Unscheduled)?

- A5. A Bid Item for Asphalt Concrete Base (Unscheduled) has been added. See Section C, item 2 of this Addendum.
- Q6. Addendum No. 01 dated May 14, 2024, added bid item 57 Asphalt Pavement Restoration (Concrete Flatwork) 23,750 SF. There is already bid item 12 Asphalt Pavement Repair 8,194 SF. Are the two items for the same thing? If item 57 of for the concrete flatwork, where does the City intend contractors to use bid item 12?
- A6. See Section 301-1.7, Item 7 for bid item 12 Asphalt Pavement Repair. Asphalt Pavement repair is for miscellaneous patching outside the limits of resurfacing. See Addendum 1, Changes to the Request for Proposal, Item 4. Payment Clause for Asphalt Pavement Repair (Concrete Flatwork) is for pavement restoration as a result of the flatwork construction after paving has been completed in accordance with Section 6-1.1 of the Addendum 1, Changes to the Request for Proposal, Item 3. The items are not the same thing and are defined and will be used accordingly per the sections referenced.
- Q7. Estimated Asphalt Construction Quantities Page 226. The Price Proposal Forms Bid Items 13-21 quantities listed all appear to be 10% more than what each of the columns on page 226 are totaling, did the City add 10% to each of these bid items?
- A7. See Section 301-1.6, Item 6 and 14.
- Q8. Supplemental Special Provisions Page 104 section 1-2 states "Normal Working Hours: Working Hours shall be 8:00 am to 3:30 pm, Monday through Friday, inclusive." However, section 6-1.3.1 Payment. Item 8 on page 126 states "The payment for any work outside normal working hours, included weekend work and night work, shall be included in the Contract Price." If the City wants any work performed outside normal working hours, including weekend work and night work, which is not designated as such at bid time... The City should compensate contractor for all additional costs.
- A8. Bid accordingly.
- Q9. Supplemental Special Provisions Page 140 section 301-1.6 Preparatory Work Item mentions crack sealing... If crack sealing will be required can the City add a bid item for it?

- A9. Section 301-1.6 is for Preparatory Repair work for the placement of asphalt concrete or the application of slurry. Slurry is not included in the contract so the bid item for crack sealing will not be included.
- Q10. Our understanding for curb ramps is the 75 standard curb ramps will not need topo or design but will includes assessments. The 19 special curb ramps will need topo & design?
- A10. The 75 curb ramps has changed to 71 per Addendum 2. These ramps have been identified as Standard Ramps and the bid documents have identified the type of ramp to be installed at these locations. No additional assessment or design is required for these standard ramps. The 19 Special Curb ramps identified in the Concrete Scope sheet will require assessment, design, and if applicable survey.
- Q11. Will the design-builder be required to complete right-of-way mapping for the entire extent of the project? If not, will it be required for all curb ramp improvement locations or only those requiring special design?
- A11. The design-builder is not required to complete Right-of-Way mapping for the entire extent of the project. When applicable, the Special Design Curb Ramps will require topographic survey. Per Section 9 in Attachment A, the Design-Builder shall perform the engineering tasks necessary to further refine and optimize the project.
- Q12. Will resurfacing sheets be required for approval prior to construction? If not, will as-builts of the overlay work be required?
- A12. No. The City has provided the Paving Limits Map Book and Estimated Asphalt Quantities for the resurfacing work. As-Built for the overlay work will not be required. Design-Builder to provide final quantities for each street segment as required by the Contract Documents.
- Q13. Does this scope include field locating survey monument along the entire route by consultant?
- A13. Monument Preservation and Perpetuation will be provided by the City. For the Special Design Curb Ramps requiring surveyed detail design, monuments shall be identified on the surveyed design detail per the City of San Diego Survey Deliverables.

- Q14. Will a survey monument sheet be required prior to construction or for the purposes of as-builts?
- A14. Per the Survey Deliverables, the monuments may be identified on the detail plan sheet or a survey monument sheet. This is only applicable to the Special Design curb ramps requiring surveyed detail design performed by the Design-Builder. The City will perform Monument Preservation and Monument Perpetuation.

### C. ADDENDUM

- 1. To Addendum 2, Section C, ADDENDUM, **item 1**, page 4, **DELETE** in its entirety and **SUBSTITUTE** with the following:
  - 5. **ESTIMATED PROJECT COST:** The City's estimated cost for this project is **\$6,870,000**.
- 2. To Addendum 2, Section C, ADDENDUM, **item 2**, page 4, **DELETE** in its entirety and **SUBSTITUTE** with the following:
  - 5. To ATTACHMENTS, ATTACHMENT F, PRICE PROPOSAL FORMS, pages 265 through 269, **DELETE** in their entirety and **SUBSTITUTE** with pages 8 through 13 of this Addendum.

### D. CHANGES TO THE REQUEST FOR PROPOSALS

- To ATTACHMENTS, Attachment E, SUPPLEMENTARY SPECIAL PROVISIONS, SECTION 301, SUBGRADE PREPARATION, TREATED MATERIALS, AND PLACEMENT OF BASE MATERIALS, **Subsection 301-1.7, Payment**, item 4, page 144, DELETE in its entirety and SUBSTITUTE with the following:
  - 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" or "Asphalt Concrete Base (Unscheduled)", "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.

 To ATTACHMENTS, Attachment E, Appendices, Appendix N, Coring Report, pages 250 through 254, DELETE in their entirety and SUBSTITUTE with pages 14 through 27 of this Addendum.

# D. CLARIFICATION

1. Attachment A, PROJECT DESCRIPTION, SCOPE OF WORK, TECHNICAL SPECIFICATIONS, AND/OR BRIDGING DOCUMENTS, SECTION 41, Bridging Documents, Page 71, the Google Link below:

https://drive.google.com/drive/folders/1LOmWOjxzUcf76MB9RiCv0N6amwt47pBG

Has been updated to include a new folder titled as **Addendum 3**, which includes a revised file for **Coring Report\_Rev.** 

Rania Amen, Director Engineering & Capital Projects Department

Dated: *May 30, 2024* San Diego, California

RA/TD/na

#### **PRICE PROPOSAL FORMS**

The Design-Builder agrees to the design and construction of **Asphalt Overlay Group 2403**, for the City of San Diego, in accordance with these contract documents for the lump sum price listed below. The Design-Builder guarantees the proposed prices for a period of 120 Days from the date Proposals are due. The duration of the price guarantee may be extended as required by mutual consent.

ltem No.	NAICS CODE	Description	Quantity	D*	Unit	Unit Price	Extension
		BASE PROPOS	SAL				
1	524126	Bonds (Payment and Performance)	1		LS		\$
2	541330	Engineering and Designs Services (Curb Ramp Special Design)	1	D	LS		\$
3	237310	Construction (Curb Ramp Special Design)	1	D	LS		\$
4		Field Orders (EOC Type II)	1		AL		\$287,900.00
5	541820	Exclusive Community Liaison Services	1		LS		\$
6	237310	Compensation Adjustments for Price Index Fluctuation (EOC Type I)	1		AL		\$180,000.00
7	237310	Excavation for Base Repair	2860		CY	\$	\$
8	237310	Excavation for Base Repair (Unscheduled)	1144		CY	\$	\$
9	237310	Asphalt Concrete Base	2896		TON	\$	\$
10	237310	Crushed Miscellaneous Base	2896		TON	\$	\$
11	237310	Crushed Miscellaneous Base (Unscheduled)	1159		TON	\$	\$

ltem No.	NAICS CODE	Description	Quantity	D*	Unit	Unit Price	Extension
12	237310	Asphalt Pavement Repair	8194		SF	\$	\$
13	237310	Cold Mill Type B Full Width AC Pavement (1 Inch)	171589		SF	\$	\$
14	237310	Cold Mill Type B Full Width AC Pavement (2 Inch)	430170		SF	\$	\$
15	237310	Cold Mill Type B Full Width AC Pavement (3 Inch)	143103		SF	\$	\$
16	237310	Cold Mill Type A 6 ft Edge AC Pavement (1.5 Inch)	80201		SF	\$	\$
17	237310	Cold Mill Type A 6 ft Edge AC Pavement (2 Inch)	63064		SF	\$	\$
18	237310	Cold Mill Header Cuts	820		LF	\$	\$
19	237310	Asphalt Concrete with Aramid Fiber (2.1 Oz Aramid Fiber per Ton Asphalt Concrete) - 2 Inch	4348		TON	\$	\$
20	237310	Asphalt Concrete with Aramid Fiber (2.1 Oz Aramid Fiber per Ton Asphalt Concrete) - 3 Inch	2683		TON	\$	\$
21	237310	Asphalt Concrete (2 Inch)	7243		TON	\$	\$
22	237310	Unclassified Excavation and Export	240		CY	\$	\$
23	237310	Class II Base	455		TON	\$	\$
24	237310	Historical and Contractor Date Stamps and Impressions	20		EA	\$	\$
25	237310	Remove and Replace Existing Sidewalk	670		SF	\$	\$

ltem No.	NAICS CODE	Description	Quantity	D*	Unit	Unit Price	Extension
26	237310	Curb and Gutter ( 6-Inch Curb, Type G)	320		LF	\$	\$
27	237310	Cross Gutter	12438		SF	\$	\$
28	238210	New Pedestrian Push Button Post	8		EA	\$	\$
29	238210	New Pedestrian Push Button	8		EA	\$	\$
30	237310	Curb Ramp (Type A) with Stainless Steel Detectable Warning Tiles	11		EA	\$	\$
31	237310	Curb Ramp (Type B) with Stainless Steel Detectable Warning Tiles	6		EA	\$	\$
32	237310	Curb Ramp (Type C1) with Stainless Steel Detectable Warning Tiles	17		EA	\$	\$
33	237310	Curb Ramp (Type C2) with Stainless Steel Detectable Warning Tiles	37		EA	\$	\$
34	237310	Removal and Replacement of Existing Paint Striping	1		LS		\$
35	237310	Removal and Replacement of Existing Paint Striping (Avenida Magnifica)	1		LS		\$
36	237310	Removal and Replacement of Existing Paint Striping (World Trade Dr)	1		LS		\$
37	237310	Removal and Replacement of Existing Paint Striping (Scripps Trail)	1		LS		\$
38	237310	Continental Crosswalks	1		LS		\$
39	238990	Video Recording of Existing Conditions	1		LS		\$
40	237310	Adjust Existing Manhole Frame and Cover to Grade	124		EA	\$	\$

ltem No.	NAICS CODE	Description	Quantity	D*	Unit	Unit Price	Extension
41	237310	Adjust Existing Gate Valve Frame and Cover to Grade	112		EA	\$	\$
42	237310	Adjust Existing Survey Monument to Grade	33		EA	\$	\$
43	237310	Reconstruct Survey Monument Box	3		EA	\$	\$
44	237310	Traffic Signal Loop and Appurtenance (Type E and Type E Modify)	38		EA	\$	\$
45	237310	Traffic Signal Loop and Appurtenance (Type Q)	3		EA	\$	\$
46	541330	Traffic Control and Working Drawings	1	D	LS		\$
47	541330	Traffic Control and Engineered Traffic Control Plans	1	D	LS		\$
48	238210	Remove and Reinstall Traffic Signs	3		EA	\$	\$
49	238210	Install Traffic Sign on Existing Post	8		EA	\$	\$
50	238210	Remove Existing Traffic Sign and Post	1		EA	\$	\$
51	238210	Install Traffic Sign on New Post per SDM 104	12		EA	\$	\$
52	237310	Install Traffic Sign on New Post per CALTRANS Standard Drawing RS5	6		EA	\$	\$
53	238910	Root Pruning and Crown Reduction	10		EA	\$	\$
54	237310	Inlet Markers	23		EA	\$	\$
55	541330	WPCP Development	1	D	LS		\$

ltem No.	NAICS CODE	Description	Quantity	D*	Unit	Unit Price	Extension
56	237310	WPCP Implementation	1		LS		\$
57	237310	Asphalt Pavement Restoration (Concrete Flatwork)	23750		SF	\$	\$
58	237310	Asphalt Concrete Base (Unscheduled)	1160		SF	\$	\$
		TOTAL DESIGN-BUILD BASE PR	OPOSAL ( <b>ITEM</b>	S NO. 1	THROUGH	58 INCLUSIVE):	\$

\* Design Element (For City Use)

Total Price For Design-Build Proposal, (items 1 through 58, inclusive) amount written in words:

Design-Builder:
Title:
Signature:
The names of all persons interested in the foregoing proposal as principals are as follows:
TANT NOTICE: If Design Ruilder or other interacted person is a corporation, state secretary treasurer, and manager thereof; if a so

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

#### **CORING REPORT**

# CITY OF SAN DIEGO MEMORANDUM

**DATE:** December 28, 2023

**TO:** Heidi Ayran, Assistant Engineer-Civil, Transportation & Utilities Engineering (TUE) Division

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

#### **SUBJECT:**

Per your memo requesting coring of the existing street pavement to determine the type and thickness of the pavement for the subject project dated October 16, 2023. Our results are as follow:

Core #	LOCATION	AC	PCC	PAVEMENT FABRIC DEPTH	Base Depth/Type	SE	R-Value
1	Escala Dr approx 150ft N/O Chretien Ct	3"			No Base		
2	Escala Dr approx 400ft N/O Chretien Ct	4"			No Base		
3	Escala Dr approx 1000ft N/O Chretien Ct	3 1/2"			No Base		
4	12242 Escala Dr	7"			No Base		
5	12272 Escala Dr	5"			No Base		
6	17725 Rosedown Pl	3"			No Base		
7	17441 Carnton Wy	2 1/2"			No Base		
8	17381 Regalo Ln	3 1/2"			No Base		
9	17361 Regalo Ln	2 1/2"			No Base		

Core #	LOCATION	AC	PCC	PAVEMENT FABRIC DEPTH	Base Depth/Type	SE	R-Value
10	17321 Regalo Ln	3"			No Base		
11	17227 Regalo Ln	2 1/2"			No Base		
12	15293 Maturin Dr	2 1/2"			Class 2 Base		
13	15393 Maturin Dr	2"			Class 2 Base		
14	15537 Maturin Dr	3"			Class 2 Base		
15	11251 Linares St	3 1/2"			Class 2 Base		
16	11221 Linares St	3 1/2"			Class 2 Base		
17	12205 World Trade Dr	4 ½"			CTB		
18	12159 World Trade Dr	4 ½"			СТВ		
19	12119 World Trade Dr	4"			СТВ		
20	12095 World Trade Dr	4"			CTB		
21	12085 World Trade Dr	3"			CTB		
22	World Trade Dr approx 500ft N/O Stoney Peak Dr	3"			CTB		
23	World Trade Dr approx 50ft N/O Stoney Peak Dr	3"			CTB		
24	Stoney Peak Dr approx 200ft E/O Carmel Mountain Rd	4"			Class 2 Base		
25	13856 Paseo Cardiel	3 1/2"			CTB		

Core #	LOCATION	AC	PCC	PAVEMENT FABRIC DEPTH	Base Depth/Type	SE	R-Value
26	13791 Paseo Cardiel	3"			CTB		
27	13738 Paseo Cardiel	2"			СТВ		
28	12790 La Tortola	2 1/2"			Class 2 Base		
29	12750 La Tortola	2 1/2"			Class 2 Base		
30	12674 La Tortola	2 1/2"			Class 2 Base		
31	12632 La Tortola	2 1⁄2"			Class 2 Base		
32	12608 La Tortola	2 1⁄2"			Class 2 Base		
33	La Tortola approx 200ft N/O Paseo Montril	2 1⁄2"			Class 2 Base		
34	Paseo Montril aprrox 150ft E/O La Tortola		6"		No Base		
35	9566 Paseo Montril	2"			Class 2 Base		
36	9648 Paseo Montril	2"			Class 2 Base		
37	9722 Paseo Montril	2"			Class 2 Base		
38	9762 Paseo Montril	2"			Class 2 Base		
39	11021 Turret Dr	3"			Class 2 Base		
40	11065 Turret Dr	2 1⁄2"			Class 2 Base		
41	10848 Red Rock Dr	4"			Class 2 Base		

Core #	LOCATION	AC	РСС	PAVEMENT FABRIC DEPTH	Base Depth/Type	SE	R-Value
42	Red Rock Dr approx 100ft W/O Cummins Pl	5 1/2"			Class 2 Base		
43	10942 Red Rock Dr	3 1/2"			Class 2 Base		
44	11004 Red Rock Dr	2"			5" Class 2 Base		
45	10458 Scripps Trail	4"			Class 2 Base		
46	10404 Scripps Trail	3 1/2"			Class 2 Base		
47	Scripps Trail at St Pierre	2 1/2"			Class 2 Base		
48	10341 Avenida Magnifica	2"			Class 2 Base		
49	9964 Courtyard Dr	2"			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 Rimon Zaky

## 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:**

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 Seascape Dr	3"			Class 2 Base		
2	6222 Seascape Dr	3 1/2"			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 1/2"		No Base		
6	3918 Oregon St	5"	6"		No Base		
7	4084 34th St	4"	6"		No Base		
8	4025 34th St	5 1/2"	5"		No Base		
9	5025 Collwood Wy	6"			No Base		

Core #	LOCATION	AC	РСС	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 Revillo Wy	3"			Class 2 Base		
16	4545 Revillo 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 ½"			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	РСС	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 1/2"			Class 2 Base		
33	Cibola Rd approx 100ft N/O Amberly St	2 1/2"			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 1/2"		No Base		
39	5823 Adobe Falls Rd	6"			Class 2 Base		
40	5945 Adobe Falls Rd	3 1/2"			Class 2 Base		
41	6022 Adobe Falls Rd	3 1/2"			6" Class 2 Base	13	9

Core #	LOCATION	AC	РСС	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 1/2"			Class 2 Base		
50	3407 Lockwood Dr	4"			Class 2 Base		
51	10732 Cariuto Ct	2 1⁄2"			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"			СТВ		

Core #	LOCATION	AC	PCC	PAVEMENT FABRIC DEPTH	Base Depth/Type	SE	R-Value
58	17804 Corte Huasco	3 1/2"			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 1/2"			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 1/2"			Class 2 Base		
65	11345 Grassy Trail Dr	3 1/2"			Class 2 Base		
66	11459 Grassy Trail Dr	3"			Class 2 Base		
67	11675 Calle Paracho	3 1/2"			СТВ		
68	Calle Paracho approx 25ft northwest of Caminito Ryone	2"			CTB		
69	Conference Wy approx 250ft E/O Carmel Mountain Rd	3 1/2"			Class 2 Base		
70	14888 Waverly Downs Wy	3 1/2"			CTB		
71	14873 Waverly Downs Wy	3 1/2"			CTB		
72	14837 Waverly Downs Wy	3 1/2"			CTB		
73	13478 Appalachian Wy	3"			Class 2 Base		

Core #	LOCATION	AC	РСС	PAVEMENT FABRIC DEPTH	Base Depth/Type	SE	R-Value
74	13448 Appalachian Wy	2"			CTB		
75	13410 Appalachian Wy	2 1/2"			CTB		
76	9494 High Park Ln	3"			СТВ		
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 26, 2023

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

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

**SUBJECT:** 

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 1⁄2"			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 1/2"	Class 2 Base		
9	Moraga Ave approx 300 ft N/O Cadden Dr	13"		1 1⁄2"	No Base		

Core #	LOCATION	AC	РСС	PAVEMENT FABRIC DEPTH	Base Depth/Type	SE	R-Value
10	3971 Mt Abraham Ave	3 1/2"			Class 2 Base		
11	3884 Mt Abraham Ave	3"			Class 2 Base		
12	3778 Mt Abraham Ave	3 1/2"			Class 2 Base		
13	3669 Mt Abraham Ave	3"			Class 2 Base		
14	3808 Mt Ainsworth Ave	3 1/2"			Class 2 Base		
15	6322 Mt Ainsworth Ct	3 1/2"			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 1/2"			Class 2 Base		
19	3978 Mt Ainsworth Ave	3 1/2"			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 1/2"			Class 2 Base		
23	8865 Stanwell St	3"			Class 2 Base		
24	17525 Ashburton Rd	3 1/2"			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 1/2"			No Base		
28	11464 Turtleback Ln	3"			No Base		
29	11338 Cloudcrest Dr	3 1/2"			No Base		
30	11434 Cloudcrest Dr	3 1/2"			No Base		
31	14232 Seabridge Ln	2 1/2"			CTB		
32	14304 Seabridge Ln	2"			CTB		
33	14368 Seabridge Ln	3 1/2"			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 1/2"			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**

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

# **ADDENDUM 4**

# **PROPOSAL DOCUMENTS**



# FOR

# **ASPHALT OVERLAY GROUP 2403**

RFP NO.:	K-24-2308-DB1-3
SAP NO. (WBS/IO/CC):	B-24013
CLIENT DEPARTMENT:	2116
COUNCIL DISTRICT:	5
PROJECT TYPE:	ID

# PROPOSALS DUE:

2:00 PM JUNE 12, 2024

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

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



### A. CHANGES TO CONTRACT DOCUMENTS

The following changes to the RFP are hereby made effective as though originally issued with the RFP. The Design-Builders are reminded that all previous requirements to this solicitation remain in full force and effect.

### B. BIDDER'S QUESTIONS

- Q1. What is the duration of time the City will between the 30/100/Final Design components for acceptance?
- A1. Per Section 5 in Attachment A, the Design-Builder shall allocate 21 Working Days to review and comment on each submittal.
- Q2. Should the new line item added 58 Asphalt Concrete Base (Unscheduled) be listed as SF ? Line Item 9 Asphalt Concrete Base is listed in tons?
- A2. Bid item for Asphalt Concrete Base (Unscheduled) to be changed to Tons. Refer to Section C, Item 1, Subitem 2, page 7 of this Addendum.

### C. ADDENDUM

- 1. To Addendum 3, Section C, ADDENDUM, **item 2**, page 6, **DELETE** in its entirety and **SUBSTITUTE** with the following:
  - 2. To ATTACHMENTS, ATTACHMENT F, PRICE PROPOSAL FORMS, pages 265 through 269, **DELETE** in their entirety and **SUBSTITUTE** with pages 3 through 8 of this Addendum.

Rania Amen, Director Engineering & Capital Projects Department

Dated: June 4, 2024 San Diego, California

RA/TD/na

#### **PRICE PROPOSAL FORMS**

The Design-Builder agrees to the design and construction of **Asphalt Overlay Group 2403**, for the City of San Diego, in accordance with these contract documents for the lump sum price listed below. The Design-Builder guarantees the proposed prices for a period of 120 Days from the date Proposals are due. The duration of the price guarantee may be extended as required by mutual consent.

ltem No.	NAICS CODE	Description	Quantity	D*	Unit	Unit Price	Extension
		BASE PROPOS	SAL				
1	524126	Bonds (Payment and Performance)	1		LS		\$
2	541330	Engineering and Designs Services (Curb Ramp Special Design)	1	D	LS		\$
3	237310	Construction (Curb Ramp Special Design)	1	D	LS		\$
4		Field Orders (EOC Type II)	1		AL		\$287,900.00
5	541820	Exclusive Community Liaison Services	1		LS		\$
6	237310	Compensation Adjustments for Price Index Fluctuation (EOC Type I)	1		AL		\$180,000.00
7	237310	Excavation for Base Repair	2860		CY	\$	\$
8	237310	Excavation for Base Repair (Unscheduled)	1144		CY	\$	\$
9	237310	Asphalt Concrete Base	2896		TON	\$	\$
10	237310	Crushed Miscellaneous Base	2896		TON	\$	\$
11	237310	Crushed Miscellaneous Base (Unscheduled)	1159		TON	\$	\$

ltem No.	NAICS CODE	Description	Quantity	D*	Unit	Unit Price	Extension
12	237310	Asphalt Pavement Repair	8194		SF	\$	\$
13	237310	Cold Mill Type B Full Width AC Pavement (1 Inch)	171589		SF	\$	\$
14	237310	Cold Mill Type B Full Width AC Pavement (2 Inch)	430170		SF	\$	\$
15	237310	Cold Mill Type B Full Width AC Pavement (3 Inch)	143103		SF	\$	\$
16	237310	Cold Mill Type A 6 ft Edge AC Pavement (1.5 Inch)	80201		SF	\$	\$
17	237310	Cold Mill Type A 6 ft Edge AC Pavement (2 Inch)	63064		SF	\$	\$
18	237310	Cold Mill Header Cuts	820		LF	\$	\$
19	237310	Asphalt Concrete with Aramid Fiber (2.1 Oz Aramid Fiber per Ton Asphalt Concrete) - 2 Inch	4348		TON	\$	\$
20	237310	Asphalt Concrete with Aramid Fiber (2.1 Oz Aramid Fiber per Ton Asphalt Concrete) - 3 Inch	2683		TON	\$	\$
21	237310	Asphalt Concrete (2 Inch)	7243		TON	\$	\$
22	237310	Unclassified Excavation and Export	240		CY	\$	\$
23	237310	Class II Base	455		TON	\$	\$
24	237310	Historical and Contractor Date Stamps and Impressions	20		EA	\$	\$
25	237310	Remove and Replace Existing Sidewalk	670		SF	\$	\$

ltem No.	NAICS CODE	Description	Quantity	D*	Unit	Unit Price	Extension
26	237310	Curb and Gutter ( 6-Inch Curb, Type G)	320		LF	\$	\$
27	237310	Cross Gutter	12438		SF	\$	\$
28	238210	New Pedestrian Push Button Post	8		EA	\$	\$
29	238210	New Pedestrian Push Button	8		EA	\$	\$
30	237310	Curb Ramp (Type A) with Stainless Steel Detectable Warning Tiles	11		EA	\$	\$
31	237310	Curb Ramp (Type B) with Stainless Steel Detectable Warning Tiles	6		EA	\$	\$
32	237310	Curb Ramp (Type C1) with Stainless Steel Detectable Warning Tiles	17		EA	\$	\$
33	237310	Curb Ramp (Type C2) with Stainless Steel Detectable Warning Tiles	37		EA	\$	\$
34	237310	Removal and Replacement of Existing Paint Striping	1		LS		\$
35	237310	Removal and Replacement of Existing Paint Striping (Avenida Magnifica)	1		LS		\$
36	237310	Removal and Replacement of Existing Paint Striping (World Trade Dr)	1		LS		\$
37	237310	Removal and Replacement of Existing Paint Striping (Scripps Trail)	1		LS		\$
38	237310	Continental Crosswalks	1		LS		\$
39	238990	Video Recording of Existing Conditions	1		LS		\$
40	237310	Adjust Existing Manhole Frame and Cover to Grade	124		EA	\$	\$

ltem No.	NAICS CODE	Description	Quantity	D*	Unit	Unit Price	Extension
41	237310	Adjust Existing Gate Valve Frame and Cover to Grade	112		EA	\$	\$
42	237310	Adjust Existing Survey Monument to Grade	33		EA	\$	\$
43	237310	Reconstruct Survey Monument Box	3		EA	\$	\$
44	237310	Traffic Signal Loop and Appurtenance (Type E and Type E Modify)	38		EA	\$	\$
45	237310	Traffic Signal Loop and Appurtenance (Type Q)	3		EA	\$	\$
46	541330	Traffic Control and Working Drawings	1	D	LS		\$
47	541330	Traffic Control and Engineered Traffic Control Plans	1	D	LS		\$
48	238210	Remove and Reinstall Traffic Signs	3		EA	\$	\$
49	238210	Install Traffic Sign on Existing Post	8		EA	\$	\$
50	238210	Remove Existing Traffic Sign and Post	1		EA	\$	\$
51	238210	Install Traffic Sign on New Post per SDM 104	12		EA	\$	\$
52	237310	Install Traffic Sign on New Post per CALTRANS Standard Drawing RS5	6		EA	\$	\$
53	238910	Root Pruning and Crown Reduction	10		EA	\$	\$
54	237310	Inlet Markers	23		EA	\$	\$
55	541330	WPCP Development	1	D	LS		\$

ltem No.	NAICS CODE	Description	Quantity	D*	Unit	Unit Price	Extension
56	237310	WPCP Implementation	1		LS		\$
57	237310	Asphalt Pavement Restoration (Concrete Flatwork)	23750		SF	\$	\$
58	237310	Asphalt Concrete Base (Unscheduled)	1160		TON	\$	\$
		TOTAL DESIGN-BUILD BASE PR	OPOSAL ( <b>ITEM</b>	S NO. 1	THROUGH	58 INCLUSIVE):	\$

\* Design Element (For City Use)

Total Price For Design-Build Proposal, (items 1 through 58, inclusive) amount written in words:

IMPORTANT NOTICE: If Design-Builder 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 Design-Builder or other interested person is an individual, state first and last names in full.

# **City of San Diego**

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

# **ADDENDUM 5**

# **PROPOSAL DOCUMENTS**



# FOR

# **ASPHALT OVERLAY GROUP 2403**

RFP NO.:	K-24-2308-DB1-3
SAP NO. (WBS/IO/CC):	B-24013
CLIENT DEPARTMENT:	2116
COUNCIL DISTRICT:	5
PROJECT TYPE:	ID

# PROPOSALS DUE:

2:00 PM JUNE 12, 2024

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

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



## A. CHANGES TO CONTRACT DOCUMENTS

The following changes to the RFP are hereby made effective as though originally issued with the RFP. The Design-Builders are reminded that all previous requirements to this solicitation remain in full force and effect.

### B. BIDDER'S QUESTIONS

Q1. This question was submitted previously "Supplemental Special Provisions Page 104 section 1-2 states "**Normal Working Hours**: Working Hours shall be **8:00 am to 3:30 pm, Monday through Friday**, inclusive." However, section 6-1.3.1 **Payment.** Item 8 on page 126 states "The payment for any work outside normal working hours, included weekend work and night work, shall be included in the Contract Price." If the City wants any work performed outside normal working hours, including weekend work and night work, which is not designated as such at bid time... The City should compensate contractor for all additional costs.

Addendum 3 Question 8, Answer 8, the City's response to question above was "**Bid accordingly**". It is difficult for bidders to "bid accordingly" when they have no way of knowing which streets the City Engineer or Traffic Control division will require night or weekend work. There are only 17 streets on the project, can the City please indicate which streets will need to be performed at night or on weekends? Bidders are only trying to get the City the best most accurate pricing possible, and this information would be helpful.

- A1. Per section 601-2.1.2, Engineered Traffic Control Plans, Maturin Dr, Stoney Peak Drive and World Trade Drive require Engineered Traffic Control Plans. Upon review of the plans by the City Traffic Control Division, working hours will be determined. Typical Traffic Control drawings can be submitted for all other streets and will likely be during normal working hours.
- Q2. Section 2.14 Page 36 of RFP states contractor will be responsible for obtaining water agreements if new trees are to be planted. Where does the contractor get a water agreement example? Will this be required to be notarized and county recorded?
- A2. City will provide the water agreements if required for tree removal. Agreement does not require notarization nor recording at the County.

- Q3. Section 2.7.6 Page 35 calls out for an Arborist to be retained for design and construction evaluation; under which proposal item is this paid for? Can the City add a bid item for this?
- A3. If an arborist is required for the Special Design Curb Ramps, payment for the arborist shall be included in the lump sum bid items for **"Engineering and Design Services (Curb Ramp Special Design)"** and **"Construction (Curb Ramp Special Design)"**. If arborist is required for the trees identified in the Arborist Table provided in **Appendix M** or other tree locations within the project limits but not associated with the Special Design Curb ramps, refer to Section 801-9 in the Contract documents.

Rania Amen, Director Engineering & Capital Projects Department

Dated: *June 6, 2024* San Diego, California

RA/TD/na



The City of **SAN DIEGO** 

# **TECHNICAL PROPOSAL**

# Asphalt Overlay

# Group 2403

# June 12th, 2024



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# **Project Team**

# **GENERAL CONTRACTOR**

GERTEITE CONTINUETOR	
Legal name of company:	Hazard Construction Engr LLC
Legal form of entity:	Limited Liability Corporation
Year of establishment of entity:	A Limited Liability Corporation since 2018
	1926 as R.E. Hazard Contracting Company
	1998 as Hazard Construction Company
Parent company:	Hazard Construction Company
Address of main office:	10529 Vine St. Lakeside, CA 92040
Contact information:	Jason Mordhorst, President jmordhorst@hazardconstruction.com Bryan Seeger, Vice President – Estimating bseeger@hazardconstruction.com (858) 587-3600
# of employees in SD County:	71 Administration Employees / 87 Trade Employees
City of SD Business License:	B2021008375 exp. 07/31/24
State Contractor's License No:	1038899 A / C31 exp. 05/31/2026
DIR No:	1000057559 exp. 06/30/2025
DESIGNER	
Legal name of company:	Nasland Engineering
Legal form of entity:	California Corporation
Year of establishment of entity:	1959
Address of main office:	4740 Ruffner Street, San Diego, CA 92111
Contact information:	Larry Thornburgh, Director of Engineering 4740 Ruffner Street, San Diego, CA 92111 (858) 292-7770   larryt@nasland.com
# of employees in SD County:	40 Employees

B1974002146

State of CA – Civil Engineer #49795

1000009671 exp. 06/30/2025

**TECHNICAL PROPOSAL** 

DIR No:

City of SD Business License:

Professional A/E License No:

# 1. Proposer Exceptions to this RFP

Hazard Construction Engr LLC and Nasland Engineering have reviewed the proposal documents and takes no exceptions.

# 2. Summary of Proposal

As the City of San Diego pushes to rehabilitate many of its streets over the coming years, this Asphalt Overlay Group 2403 project located in the Scripps Ranch and Rancho Bernardo area will help in that effort by overlaying approximately 5.29 miles of existing roadway with asphalt concrete pavement, making subgrade repairs where needed and assessing, designing, and constructing curb ramps to meet Americans with Disabilities Act (ADA) standards.

Additional concrete repairs consist of install and replacement of over 70 standard curb ramps, removal and replacement of cross gutters, sidewalks, curb and gutters, alley aprons, and driveways including installation of pedestrian barricades and replacement or relocation of pedestrian push buttons.

Other related work to the project includes raising appurtenances and survey monuments to grade, replacing vehicle detector loops, root pruning, crown reduction, installation of root barriers, tree removal of trees within curb ramp locations and complete signing and striping improvements on Avenida Magnifica, Scripps Trail and World Trade Drive which includes safe bike paths for all bicyclists.

Bringing together over 150 years of combined construction and design experience in San Diego County, Hazard Construction Engr LLC (Hazard) has teamed up with Nasland Engineering (Nasland) to deliver to the City of San Diego this Design-Build project with the following goals in mind: Safety, Schedule, Environmental Compliance, Minimizing Public Impact and Budget. Hazard and Nasland both know that the key to a great project is focused collaboration and teamwork between all parties involved and we strive to help the City solve design and construction problems that arise to keep the project moving forward and minimize public impacts.



### **Organizational Chart**



City of San Diego Public Works Department

PROJECT MANAGER (CITY OF SD) TBD

# **DESIGN TEAM**

**DIRECTOR OF ENGINEERING** Larry Thornburgh, PE, PLS

PROJECT MANAGER Jarrett Linn, PE

SURVEY PROJECT MANAGER John Winn, PLS

### **CONSTRUCTION TEAM**

**PRESIDENT** Jason A. Mordhorst, PE

VICE PRESIDENT OF OPERATIONS Mark P. Thunder, PE

ASST. VP OF OPERATIONS/DISPATCH Frank Herrera

**PROJECT MANAGER** Jared Balastrieri

GENERAL PAVING SUPERINTENDENT Geoff Acosta

SUPERINTENDENT Hayden Butler

# DIRECTOR OF ENGINEERING

# LARRY THORNBURGH PE, PLS



#### EDUCATION

B.S. Structural Engineering, 1989, University of California, San Diego

#### PROFESSIONAL REGISTRATIONS

Civil Engineer, 49795, California, 1992 Professional Land Surveyor, 7298, California, 1996

#### PROFESSIONAL ORGANIZATIONS

ACEC of California American Public Works Association (APWA) American Society of Civil Engineers (ASCE) Society of American Military Engineers (SAME) Larry oversees design of municipal projects including urban and rural road improvements, stormwater, sanitary sewer, and water main extensions. Larry has more than 34 years of experience as a Civil Engineer in the City of San Diego and has coordinated all aspects of projects with local government agencies from initial conceptual design through final design and construction

As Director of Engineering project, Larry will oversee all aspects of the project and review and make recommendations when necessary.

#### As-Needed Civil Engineering -City of San Diego

As Director of Engineering, Larry oversees the services including providing surveying, civil engineering for sewer and water design services, accessible compliance design, assessments and feasibility studies, geotechnical investigations, traffic engineering, and outreach.

#### Gaylord Pacific Resort and Conference Center - City of Chula Vista

Larry is directing the on-site civil engineering, utilities, and off-site Phase 1A public improvements, including leading the design and phasing for all transportation improvements, including roadway, bikeway, parks, two new roundabouts, signals, traffic control, and roadway phasing for the project.

As-Needed Civil Engineering Services - City of Encinitas Task orders included the Mackinnon Sidewalk Improvements; Trail 95 El Camino Del Norte. SANDAG On-Call Environmental Planning, Architect and Engineering Design Services - San Diego Larry manages the design and permitting of projects which includes Pershing Bikeway, the Coastal Rail Trail in Encinitas and the Rose Creek section of the Coastal Rail Trail. Projects include right-of-way engineering, bikeway and roadway improvements, drainage design, flood control, traffic, and water pollution control.

#### City of Coronado On-Call Civil Engineering Services

Larry manages the City of Coronado's As-Needed Civil Engineering contract for Nasland. Task orders have included small feasibility studies to large capital projects. The variety of services provided include utility projects, park improvements, mobility Projects, pavement and rehabilitation projects.



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# PROJECT MANAGER

# JARETT LINN PE



Jarrett is a registered Civil Engineer with more than 17 years of experience in the engineering and construction field. As Project Manager, he has provided a variety of design services in transportation, utility infrastructure, and site development for both public agencies and private developers. Jarrett's technical experience include roadway planning and design, site development planning and design, water and sewer, storm water systems design with low impact development including green street design, hydraulic modeling and design, and hydromodification design.

#### Petite Lane, County of San Diego Jarrett acted as Project Manager and led the design of roadway, sidewalk, and drainage improvements in a local school area to improve mobility. The project qualified as a Green Street Exempt Project with Storm Water Improvements.

#### Fallbrook Street, County of San Diego

Jarrett led the preparation of construction documents for Fallbrook Street Improvements for the County of San Diego. Improvements included street widening, traffic signal modifications, utility coordination, retaining walls, private driveway improvements, and modifications to the local drainage infrastructure.

#### East Vista Way Raised Medians – Vista, CA

As Project Manager, Jarrett was responsible for the preparation of plans, specifications and cost estimates for a raised roadway median along a portion of East Vista Way. Work included topographic survey, preparation of construction documents necessary to construct the proposed improvements, and coordination of landscaping and traffic signal modification designs.

#### Old Otay Mesa Road

Improvements, City of San Diego Jarrett led the design team to provide civil engineering design services for a 1-mile section of Old Otay Mesa Road to widen the existing narrow roadway providing sidewalks, bike lane, and appropriate roadway geometry. Included roadway and drainage improvements, the project included biofiltration basins, retaining walls, and utility relocations.

Cole Grade Road "Green Street" Jarrett performed all of the green street, hydromodification, drainage, hydraulic, and green street design for the project. The project includes the widening of approximately two miles of Cole Grade Road to include a center turn lane, two bicycle lanes, vegetated roadway drainage swales, and permeable pedestrian pathways.



EDUCATION B.S. Civil Engineering, 2012

San Diego State University

PROFESSIONAL REGISTRATIONS Civil Engineer, 84231, California, 2015

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# SURVEY PROJECT MANAGER

# JOHN WINN PLS



John is a licensed land surveyor with more than 37 years of experience providing professional surveying services to both public and private sector clients. John supervises all surveying and mapping operations at Nasland. His role includes oversight of field surveys, construction staking, field crew supervision, the preparation and quality control of final maps, record of surveys, legal descriptions, ALTA surveys, and boundary surveys.

John received his education in England in the field of mineral surveying and worked in Europe for five years in that field. His skills include efficient management of multi-person survey teams.

San Diego County Administration Center Waterfront Park – County of San Diego John provided cadastral survey/boundary survey; topographic survey; aerial surveys, orthophotography. & photogrammetry; geodetic survey; construction survey/staking; Record of Survey; civil site improvement drawings and specifications; and digital mapping AutoCAD.

#### Cast Iron Replacement Phase 3 - City of San Diego

John performed site research; coordinated utility mark-out services; performed a topographic survey of the project area, locating all visible improvements, utilities and existing property monumentation; and reduced survey data in Microstation in accordance with the Public Works Department Survey Deliverable requirements.

Nimitz Right of Way Survey - San Diego Housing Commission, San Diego, CA John conducted Right of Way and Ownership research for a portion property adjacent to Nimitz Boulevard South of Famosa Boulevard. He prepared a boundary survey to establish ROW and the location of the existing fence line.

#### Newton Street ALTA- San Diego Housing Commission, San Diego, CA. John prepared a standard ALTA survey to include boundary and topographic information for a 2.2-acre commercial property.

Fulton Street Boundary Survey - San Diego Housing Commission, San Diego, CA John prepared a boundary survey to establish the location of a fence line encroachment.

#### San Diego County Administration Center Waterfront Park

Provided Cadastral Survey/Boundary Survey; Topographic Survey; Aerial Surveys, Orthophotog. & Photogrammetry; Geodetic Survey; Construction Survey/Staking; Record of Survey; Civil Site Improvement Drawings and Specifications; and Digital Mapping AutoCAD 2010.

# Nasland

#### EDUCATION

University Centre Doncaster, South Yorkshire, England, Higher National Diploma, Mineral Surveying, 1984

PROFESSIONAL REGISTRATIONS Professional Land Surveyor, 7726, California, 2001



# JASON A. MORDHORST, P.E.

#### SUMMARY OF QUALIFICATIONS

Coordinate subcontractors and direct crews in all phases of roadway, bridge and site development construction

#### EXPERIENCE

2002-Present	HAZARD CONSTRUCTION COMPANY San Diego, California Title: President Schedule and supervise forces for various grading, paving and site development project.
1999-2002	MODERN CONTINENTAL CONSTRUCTION San Luis Obispo, California Title: Office Engineer Engineering Operations and Field Management
1997-1998	SPIESS CONSTRUCTION COMPANY, INC. Santa Maria, California Title Project Coordinator/Estimator Estimating and Project Scheduling
1996-1996	COUNTY OF MENDOCINO Mendocino, California Title: County Inspector

#### EDUCATION

2002	CALIFORNIA POLYTECHNIC STATE UNIVERSITY San Luis Obispo, California Master of Business Administration, Master of Science; Engineering Management
1999	CALIFORNIA POLYTECHNIC STATE UNIVERSITY San Luis Obispo, California Bachelor of Science; Civil Engineering



# MARK THUNDER, P.E.

#### SUMMARY OF QUALIFICATIONS

Coordinate subcontractors and direct crews in all phases of roadway, bridge and site development construction.

#### EXPERIENCE

2014-Present	HAZARD CONSTRUCTION COMPANIES San Diego, California Title: Vice President of Operations Oversight of resources for various grading, paving and site development projects.
1986-2013	DALEY CORPORATION San Diego, California Title: Vice President of Operations Oversight of resources for various concrete structures, grading, paving and site development projects.

#### EDUCATION

1986 SAN DIEGO STATE UNIVERSITY San Diego, California Bachelor of Science; Civil Engineering



## Frank Herrera

#### SUMMARY OF QUALIFICATIONS

Skilled and dedicated construction professional with 23 years of experience planning and implementing construction projects from start to finish, specializing in structural concrete. Accustomed to working with limited supervision and direction. Computer skills including Viewpoint, Word, Excel, Outlook, and Nice Touch Solutions.

#### EXPERIENCE

Hazard Construction Company, San Diego, CA 2016 - Present

Daley Corporation, Lakeside, CA 4/99 - 10/16 Project Manager 10/15 - 10/16 General Superintendent 12/13 -10/15 Structural Concrete Superintendent 04/03 - 12/13 Structural Concrete Foremun 04/99 - 04/03

Hazard Construction. San Diego, CA 8/98 – 4/99 Journeyman Structural Concrete Carponter

Daley Corporation, San Diego, CA 12/94 8/98 Journoyman Structural Concrete Carpenter

#### EDUCATION

United Brotherhood of Carpenters Apprenticeship 12/94 -07/98

Carlsbad High School 1981 - 1985



# JARED BALASTRIERI

#### Experience

#### 02/2021- Present: Hazard Construction Company

Estimator - Bidding Public Works Projects Project Manager-

- SDCRAA On-Call Pavement Repair Services \$400K
- UCSD Hillcrest Medical Campus Ph 1 \$7.8M
- UCSD P702 Surface Parking Lot \$2.3M
- City of San Diego -Asphalt Overlay JOC Paving A-E \$10M
- City of Poway Poway Overlay FY23-24 \$2.2M

#### 12/2015 to 01/2021: SRM Contracting & Paving - Estimator/ Project Manager

Bid on public works, residential developments & commercial development projects up to \$10M+ Street resurfacing, street improvements, grading & asphalt paving projects Bid and managed awarded projects

11/2013 to 11/2015: Joe's Paving Co., Inc. -Estimator/ Project Manager Bid on public works & private/commercial development projects up to \$1M Street improvements, grading, concrete, asphalt paving Bid and managed all awarded projects

#### 3/2010 to 10/2013: Patriot General Engineering (Union) - Grading/ Erosion Control Foreman

Performed work for SDG&E & Edison construction/ maintenance projects Clear & grub, BMP installation, maintenance & removals. Grading of existing utility roads for access. Gas transmission lines, gas substations, electrical transmission lines and electrical sub stations

#### 10/2008-2/2010: Stammerrama General Engineering - Estimator

Bid public works & private/commercial development projects up to \$1M Street improvements, grading, concrete, asphalt paving Acquired plans & specs, performed takeoffs and put together bids

#### 12/2006-12/2008: Owner, Balastrieri Coastal Construction (Class A license)

Performed work on residential and commercial projects Grading, asphalt paving, concrete (decorative) and masonry Managed all aspects of the company

#### 10/2003-10/2008: Hillcrest Contracting Inc. - Blade Operator

Performed work on residential developments, commercial developments and public works projects Rough and fine grade for pads, parkways, curb & gutter & streets Specialized in production base grade for AC paving Blade equipped with slope control and sonar

4/1997-10/2003: Southwestern Equipment, LLC. - Operator & Grading Foreman Performed work on residential developments & commercial developments Rough and fine grade for pads, parkways, curb & gutter and streets Operated Blades, Paddlewheels, loaders, rock trucks, skip loaders, skid steers & rollers Grade checker

EDUCATION

Golden State Contractors School for a Class A General Engineering License, 2007 Mesa Community College, 1994-1996



# GEOFFREY G. ACOSTA

#### SUMMARY OF QUALIFICATION

17 years continuous experience in transportation, infrastructure & site civil projects. 20 years in Construction Management Operations.

#### EXPERIENCE

HAZARD CONSTRUCTION COMPANY

(Lakeside, California)

September 2023 - Present

(San Diego, California)

March 2020 - September 2023

#### Paving General Superintendent

 Develop and expand paving operations and capabilities. Management of teams and resources for execution of paving and resurfacing projects as a self-performing contractor on transportation, infrastructure & site civil projects. Plan coordinate and oversee self-performed operations, sub-contractors & vendors. Advise on procurement of public & private projects in both bid-build and alternative procurement delivery methods. Mentorship and development of individuals and teams.

#### ATP/ MARTIN MARIETTA

#### Chief Estimator / Sr. Operations Manager

◆ Track record of exceptional results expanding business's market share, developing and implementing business strategies, managing teams and performing all aspects of procurement and project management as a self-performing general contractor for transportation, infrastructure & site civil projects up to \$100 million in value. Ensure adherence to all SOX, Government and contractual requirements. Establish and foster owner & agency relationships. Manage selfperformed operations, sub-contractors & vendors. Procurement of public & private projects in both bid-build and alternative procurement delivery methods. Mentorship and development of individuals and teams.

GRANITE CONSTRUCTION COMPANY	(San Diego, California)
Senior Project Manager / Estimator	Apr 2014 – March 2020
Project Manager	Feb 2011 - Apr 2014
Project Engineer	Sept 2007 – Feb 2011
EDUCATION	

California Polytechnic State University

B.S. Construction Management 2008

#### TRAINING AND CERTIFICATIONS

Federal, State and Local Agency Compliance, PWL Contract Execution, DBE/DVBE Compliance, JDE E1 Controls & Accounting, HCSS, B2W, ProVal/ Inertial Profiling, AUTO CAD, GPS, CI Lean Practitioner, Microsoft: Office & Project, Primavera P6 Scheduling, Bluebeam, Adobe Acrobat, QSP/QSD, CPESC, Various Competent Person Certs, S.T.O.P. Training, OSHA, Crisis Response, CPR



# HAYDEN BUTLER

#### SUMMARY OF QUALIFICATIONS

Over the last 20 years in the construction industry I've had the privilege to work on and manage projects up to 20 million dollars. From simply grading small parking lots to large scale Capital Improvement Projects. Examples of contract items I have managed include dry and wet utilities, traffic signal installation, grading and paving, ADA parking, concrete installation, land fill gas systems, air quality, control, street lighting, street striping and traffic control.

#### EXPERIENCE

#### Hazard Construction Company - Foreman/Superintendent

3/10/18 - present

- Overseeing multiple jobs including Caltrans and private work
- Scheduling of equipment and manpower to set up new and ongoing projects
- Building of schedules
- Writing of change orders and proposals
- Attending weekly meeting with various owners
- Meeting budget requirements
- Monthly Billings

#### Dick Miller Inc.- Superintendent

7/25/17 to 3/10/18

- Overseeing multiple jobs
- Scheduling of equipment and manpower to set up new and ongoing projects
- Writing of change orders and proposals
- Attending weekly meeting with various owners
- Meeting budget requirements
- Monthly Billings

#### SRM Contracting and Paving - Foreman/ Field Superintendent

3/15/02 to 7/25/17

- Overseeing multiple job sites and subcontractors
- Scheduling of projects and manpower
- Meeting budget requirements
- Attending preconstruction meeting as well as scheduling weekly meetings
- Equipment operator/ grade checker
- Implementing SWPPP and daily reports to meet regional water quality control requirements
- Reading of plans and furnishing redline drawing to agencies, developers, and municipalities
- Ensuring the quality of work meets or exceeds the plans and regional standards
- Paving and grading streets and roadways

#### EDUCATION

- Water distribution course at Palomar college
- 10-hour OSHA certified
- Traffic control certified
- CISEC certified (Certified Inspector of Sediment and Erosion Control)



# 4.1 Design Concept

The Design of Asphalt Overlay Group 2403 Project include the design of ADA compliant curb ramps in accordance with the latest standards to improve the pedestrian accessibility and promote more pedestrian use the project area. Our approach to the project includes the preparation of a detailed work plan and design procedure to prepare construction documents for the infrastructure. Nasland Engineering has significant experience in working with the City of San Diego, Standards, Surveying, and design principles to successfully complete the project.

## 4.1.2.1 Design Schedule

A matrix of the design schedule is included in the Appendix A

## 4.1.2.2 Traffic Control Approach

Maintaining a safe flow of traffic through our work zone is extremely important to worker, pedestrian and traveling public safety. Work on this project will require both standard and Engineered traffic control plans depending on what street the work is taking place. Hazard will utilize Hudson Safe-T-Lite to develop any Engineered traffic control plans that are required for this project. Hudson has prepared many traffic control plans for the City of San Diego and is regularly used by Hazard on its multiple overlay projects. The traffic control plans will be maintained as approved by the City and will be provided for the safety of the works within the work zone and to minimize disruptions to residents, businesses, schools and commuters.

# 4.1.2.3 Curb Ramp Design and Evaluation Approach

Curb Ramp upgrades associated with the project will be assessed, designed, and coordinated with Public Works the Department's Access Law Design Compliance Section and will be designed in accordance with the Title 24 of the 2019 California Building Code, and the City's local regulations, policies and standards on accessibility. The 2019 California Building Code Standard If an existing curb return serves two pedestrian crossings (marked or unmarked), a separate curb ramp for each



pedestrian crossing shall be installed to the maximum extent feasible. If a curb return serves a single pedestrian crossing, then a single curb ramp shall be installed. T

he single curb ramp shall be directional or, if placed within the curb return, at least shifted away from the apex of the curb return. The Curb Ramp assessment would first review the existing conditions at each intersection and potential obstructions within the curb returns which could be existing curb inlets, traffic signal poles, push button locations, or other conflicts that would be deemed technically infeasible to be removed or relocated. If no such obstruction exist, dual curb ramps will be proposed. If there is a conflict, a variety of alternatives would be reviewed for implementation including an 8' wide ramp, blended transitions, or another alternative.

The 30% Design would include the results of the Curb Ramp Assessments and plan view of the proposed curb ramp locations, width, transitions, and wings. Upon concurrence with the City, the 100% and Final design plans will detail each ramp with profile of curb returns, ramps and wing slopes, and construction details (Appendix B).

Final plans would be distributed to City-Wide Plancheck and the designs would meet all of the design criteria established. The design team committed to this project has recent experience providing plans and specifications to the City of San Diego, and is thoroughly familiar with the City's current policies, procedures and requirements, including the bid documents, Greenbook, Whitebook and special provision formats.

# 4.1.2.4 Storm Water Pollution Control Best Management Practices

The water Pollution Control Plan will be developed by Terra West Inc and prepared in accordance with City of San Diego Standards. Although the project does not appear to be directly adjacent to any waterways Hazard knows the importance of implementing sufficient BMP's. The construction team will designate a Qualified SWPPP Practitioner (QSP) who will implement the following to prevent and control the discharge of non-storm water pollutants to the storm water conveyance system and receiving water to the Maximum Extent Practicable:

- Elimination of unauthorized discharges
- BMP inspection, maintenance, and repair
- Implementation of Rain Event Action Plan (REAP no later than 24 hours prior to a likely precipitation event
- Monitoring Requirements for Non-Visible Pollutants
- Visual Observation Exemptions

Being that this project is located on paved roadways, the primary BMP's will include inlet protection and street sweeping on a regular basis to remove construction related debris from entering into any adjacent inlets.



# 4.1.2.5 Quality Assurance/Quality Control Plan (QA/QC Plan)

Producing high quality design deliverables is essential to the success of the project. The Nasland team will be solely responsible for project quality assurance and quality control during design.

The team will develop the project design based on the appropriate standards which include:

- Consultant Standards for Plans, Specifications and Estimates
- City of San Diego Standard Drawings
- Regional Standard Specifications "Greenbook"
- City of San Diego Standard Specifications "Whitebook"
- City's QA/QC Checklist
- Americans with Disabilities Act (ADA) I Americans with Disabilities Act Accessibility Guidelines (ADAAG)
- California Building Code as adopted by the City of San Diego
- California Code of Regulations, Title 24
- City of San Diego Computer Aiden Design and Drafting (CADD) Standards
- City of San Diego's Manual of Preparation of Land Development and Public Improvement plans

The Team will use City provided checklists and incorporate them into the plan reviews for submittals at 30%, 100% and Final Design. A QA/QC review will be conducted for each submittal. The final submittal will include all documentation with fully agreed upon and resolved comment responses, checklists and design calculations.



During the construction phase, Hazard will utilize the Contractor Quality Control Plan (Appendix C) to manage all QA/QC aspects of the construction process. The plan is specifically developed for this project.

Standard Specifications For Public Works Construction

2021 Editio

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# 5. Construction Plan

# 5.1.2 Construction Approach and Methods

The construction approach and methods for this project are the same as any other City of San Diego Asphalt Overlay Group project aside from the design component for the 19 specialty curb ramps. Hazard's approach to these projects is simple: move into a work area, complete the work, and move out. Our goal is to minimize impacts to residents, businesses, communities and the traveling public.

Before any construction activities begin, the project will start with field survey and assessment of the 19 specialty curb ramps. After ramps have been assessed and determined to need design the design phase will commence through 30%, 100% and Final Design. This process is anticipated to take approximately six months for design and City review.

During the design phase, preparation for the construction phase will begin with the submittal process and coordination/scheduling of the work, subcontractors and suppliers. The project will be broken down into seven work areas (shown on map to the right). Of those seven work areas, three areas (Areas 3, 5 and 6) do not have any specialty curb ramps requiring any design. We intend to **complete an area once we have started and not leave the area unattended and unfinished** to try to save on mobilizations of concrete, asphalt, or striping crews.

The work will be phased so we can complete concrete improvements followed by paving, striping and loops in those three non-specialty curb ramp areas (Areas 3, 5 and 6) during the design phase instead of waiting for the design phase to be



completed before beginning any construction. This will help shorten the overall duration of construction on the project and get more streets rehabilitated sooner. We will then move into the specialty curb ramp areas (Areas 1, 2, 4 and 7) after the design has been completed.

# 5.1.3 Plan for Operation of Facility During Construction

Hazard does not foresee any activities of work that will interfere with the operation of any facilities during construction. During construction activities pedestrian and vehicular traffic will be controlled via the approved traffic control drawings. When the work is completed at the end of the workday traffic will be returned to its original configuration.

### 5.1.4 Plan for Phasing of Construction Activities

The plan for phasing of construction activities will start with breaking down the project into seven work areas. Work crews will move into an area and finish a scope of work before moving to the next area and make their way through the project areas. Work will start with concrete improvements followed by digouts and mill and overlay. After overlay, striping and signing and vehicle detector loop work will take place.

Phasing the project by breaking it into multiple work areas is done to limit the overall disturbance to neighborhoods and residents. Our goal is to move into a work area, complete the work, and move out.

### 5.1.5 Proposed Safety Program

See Appendix D for Proposed Safety Program and Emergency Response Plan.

### 5.1.6 Proposed Emergency Response Plan

See Appendix D for Proposed Safety Program and Emergency Response Plan.

## 5.1.7 Proposed Construction Schedule

See Appendix E for Proposed Construction Schedule.

## **5.1.8 Traffic Control Management**

Maintaining a safe flow of traffic through our work zone is extremely important to workers, pedestrians and traveling public safety. Traffic control management will follow the approved traffic control plans for the project. Based on the approved traffic control requirements, traffic and/or pedestrians will be lead through, or around, the work area via traffic control devices, flagging, or detours. Hazard has multiple trained traffic control crews and numerous traffic control devices to self-perform this scope of work. Our goal is minimizing disruptions traffic disruptions to residents, business, schools, and commuters all while providing a safe work environment for everyone on the project.

# 5.1.9 Community Impact and Outreach

Although not as great of an impact as other types of roadway, or underground projects, this mill and overlay project with minor concrete improvements still has an impact on the community and requires outreach to keep the public abreast on what is going on and when work will be complete. Community Outreach Services for this project will be handled by an Exclusive Community Liaison. They will handle all public outreach as required per Whitebook Sections 5-10.2 and 5-10.3. Their exclusive role in this project is to keep the community informed regarding the construction progress via different forms of outreach. Outreach will include project information signs, distributing door hangers to residents and businesses, all communications with the public and media, responding to inquiries, providing summary reports of inquiries and complaints, and attending Pre-Construction, community, and stakeholders' meetings.

# 6. Equal Opportunity Contracting Program

Hazard Construction Engr LLC (Hazard) is committed to giving qualified subcontractors, subconsultants and vendors an equal opportunity to compete for work.

Hazard is an equal opportunity employer. It is the policy of this company that it does not discriminate in any condition of subcontracting or purchasing because of race, color, national origin/ancestry, gender, religion, sexual orientation, marital status, disability, protected veteran status, age, physical or mental disability, medical condition (including genetic characteristics), gender identity, or any other characteristic prohibited by applicable federal, state or local laws. This includes practices and procedures in connection with recruitment, advertising or solicitation for pricing on all projects that it completes for both public and private entities.

Hazard is committed to comply with all applicable equal opportunity laws. Our commitment is expressed not only through our hiring and promotion practices, but also through our Equal Employment Opportunity Program. This plan includes taking the positive steps necessary to ensure participation of MBE, DBE, OBE, SLBE, WoSB, SDVOSB, WBE, DVBE, ELBE, SDB, HUBZone and UDBE business in proportions approximating their qualification for, availability and interest in projects that Hazard Construction Engr LLC is participating in.

Hazard completed a full outreach for available subcontractors, subconsultants and vendors based upon the available scope of work for this project. Upon completion of the final design of the project, Hazard will again solicit quotations via trade and focus papers and through the City of San Diego's SLBE / ELBE database.

The bidder, Hazard Construction Engr LLC, hereby certifies that he has participated in a previous contract or subcontract subject to the equal opportunity clauses, as required by Executive Orders 10925, 1114, or 11246, and that, where required, he has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administrating agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filling requirements.

Equal Opportunity Contracting (EOC) – Work Force Report included in Appendix F.

Hazard is committing to 25.1% ELBE-SLBE subcontractor participation.



10529 Vine Street Lakeside, CA 92040 Phone (858) 587-3600 Fax (858) 433-6034 License No. 1038809 A/C31 DIR No. 1000037539 hazardconstruction.com

### General Contractors

Dempsey Construction 1835 Aston Ave. Carlsbad, CA 92008 Alexei Burtscher (760-443-1608) aburtscher@dempseyconstruction.com

DPR Construction, Inc. 5010 Shoreham Place San Diego, CA 92122 David Mayo (858-597-7070) davidm@dpr.com

Soltek Pacific 2424 Congress St. San Diego, CA 92110 Dave Carlin (619-876-4738) dcarlin@soltekpacific.com Hensel Phelps 9404 Genesee Ave., #140 San Diego, CA 92037 Brent Beveroth (619-717-8650) BBeveroth@henselphelps.com

Sundt Construction, Inc. 2620 South 55<sup>th</sup> St. Tempe, AZ 85282 Rob Foster (619-756-4636) rafoster@sundt.com

### **Suppliers**

Martin Marietta 4211 Ponderosa Ave. San Diego, CA 92123	Phone (858) 513-0611 Fax (858) 715-5601	Ryan Merritt ryan.merritt@martinmarietta.com
Clairemont Equipment P.O. Box 17500 San Diego, CA 92117	Phone (858) 278-8351 Fax (858) 492-9959	Billie Pentico accounting@cecsd.com
Vulcan Materials 10051 Black Mountain Rd. San Diego, CA 92126	Phone (757) 707-7273 Fax (858) 530-9490	Tripp White Whitetri@vmcmail.com

Asphalt Overlay Group 2403

	Mor	nth 1		Month 2					Mor	nth 3		Month 4				Month 5					Mor	nth 6	Month 7				
1 <sup>st</sup>	2 <sup>nd</sup>	3 <sup>rd</sup>	4 <sup>th</sup>	1 <sup>st</sup>	2 <sup>nd</sup>	3 <sup>rd</sup>	4 <sup>th</sup>	1 <sup>st</sup>	2 <sup>nd</sup>	3 <sup>rd</sup>	4 <sup>th</sup>	1 <sup>st</sup>	2 <sup>nd</sup>	3 <sup>rd</sup>	4 <sup>th</sup>	1 <sup>st</sup>	2 <sup>nd</sup>	3 <sup>rd</sup>	4 <sup>th</sup>	1 <sup>st</sup>	2 <sup>nd</sup>	3 <sup>rd</sup>	4 <sup>th</sup>	1 <sup>st</sup>	2 <sup>nd</sup>	3 <sup>rd</sup>	4 <sup>t</sup>

Notice to Proceed Field Survey of Special Design Curb Ramps Assess Curb Ramp Locations **30% Prepare 30% Design Plans** QA/QC Submit 30% Design Plans City Review of 30% Plans

#### 100% Prepare 100% Design Plans

QA/QC Submit 100% Design Plans City Review of 100% Plans

#### Final Prepare Final Plans

QA/QC Submit Final Plans City Signed Plans

# Appendix B – 30% and 100% Curb Ramp Drawing Sample


**<sup>30%</sup> CURB RAMP DESIGN SAMPLE** 

AM Ŷ  $\square$ 



P08 0+00.00

PC 0+07.75

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#### **100% CURB RAMP DESIGN SAMPLE**

#### QUALITY CONTROL PLAN SUBMITTAL LETTER

This serves as Hazard Construction's submittal letter for project specific HMA Quality Control Plan for the AC 2403 Asphalt Overlay, HMA will be produced by Vulcan Materials and placed by Hazard Construction.

The purpose of the Quality Control Plan is to direct the activities of Hazard Constructiom and Vulcan Materials to ensure that the construction material and the end product meet or exceed the quality requirements set forth in the Contract Documents including Contract Drawings, Special Provisions and Standard Specifications. The Quality Control Plan is designed to keep the process in control, to identify the process when it is out of control and facilitate responding adequately to correct the situation and bring the process back into control.

This Quality Control Plan includes personnel from multiple organizations and their respective roles are as follows:

- 1. Hazard Construction Prime Contractor
- 2. Vulcan Materials HMA Supplier
- 3. City of San Diego QC Placement Inspection, Sampling and Testing

Quality Control personnel in all organizations involved in this contract are independent from the pressures of production and have the organizational freedom to identify quality problems and initiate action that will affect solutions, including action that precludes recurrence. All Quality Control personnel have been provided with clearly defined levels of authority.

The Quality Administrator is an employee of Hazard Construction and he or his designee is given full responsibility and authority to implement and maintain the Quality Control Plan. The management of Hazard Construction have approved and mandated the implementation of this QC Plan by the producers and suppliers for their compliance to the Plan.

Respectfully Submitted, Hazard Construction

Project Manager Jared Balastrieri

#### QUALITY CONTROL ORGANIZATION CHART

The Organization Chart depicts the relationship between various parties responsible for controlling the quality. As detailed, the relationships between various parties are clearly defined so as to maintain the independence and transparency with respect to authority in carrying out quality related functions.



#### QUALITY CONTROL STAFF ROLE AND RESPONSIBILITIES

The success of the Quality Control Program is dependent on the quality control staff, which holds various levels of responsibilities within the Quality Control Plan. Quality control inspectors, samplers, and testers have the following authority and responsibility:

#### **Quality Control Inspectors**

The Quality Control Production Inspector's role comprises inspecting the HMA field operations for compliance with the Contract Documents. His responsibilities are specified in the Element 3, Quality Control Inspection Plan.

The Quality Control Placement Inspector's role comprises of inspecting the HMA placement and compaction operations, if applicable, leading to the finished roadway surface for compliance with the Contract Documents. His responsibilities are specified in the Element 3, Quality Control Inspection Plan.

#### **Quality Control Samplers and Testers**

The role of Quality Control Sampler and Tester comprises of sampling and testing of aggregate and binder used in producing the HMA mix at the plant for compliance with the Contract Documents. The responsibilities for the Sampler and Tester are specified in the Element 5, Quality Control Sampling and Testing Plan – HMA Production.

The role of Quality Control Field Sampler / Tester comprises of sampling of the HMA mix and testing for compaction in the field, if applicable, for compliance with the Contract Documents. The responsibilities for the Sampler and Tester are specified in the Element 5, Quality Control Sampling and Testing Plan – HMA Placement.

#### FIELD QUALITY CONTROL INSPECTION PLAN

The inspection of HMA placement in the field is vital to assure the compliance of the placement process and the finished product to the specifications. The Placement Inspectors are held responsible for controlling the quality during the placement process in assuring that the finished product meets the requirements. To accomplish the task, the Placement Inspectors require familiarity with the Quality Control Plan, Special Provisions and Standard Specifications related to the field inspection. Their understanding of the importance of proper record keeping and reporting is vital in maintaining daily placement records.

The following is a summary of quality control tasks to be conducted daily at the plant. The activities and their compliance are reported in the CEM-3502, HMA Placement Report. The QC administrator reviews the HMA Placement Report and prepares CEM 3803 - Daily Summary of QC Testing, and 3804 - HMA Inspection and Testing Summary, for submission to the Resident Engineer.

#### **Surface Preparation**

The surface will be cold milled (grinded) before the HMA placement. The Placement Inspector visually inspects that the grinded surface receiving HMA is dry, and stable. If HMA is paved on existing base or pavement, removal of loose paving particles, dirt, and other extraneous material is required. Any subgrade or base grade concerns will be brought to the attention of the Engineer. The Placement Inspector reports the surface preparation conditions in the HMA Placement Report.

The Placement Inspector assures that tack coat is applied between all HMA lifts (excluding the surface of permeable base material) and the vertical surfaces of curbs, cutters, and construction joints are also adequately covered. The inspector verifies that the specified liquid asphalt is being used and verifies that the correct application rate is used, tack coat is being uniformly spread and that the temperature of the tack coat is within the specified temperature range. The Certificate of Compliance for each load of material is collected and submitted to the Engineer.

#### **HMA and Ambient Temperature**

The Placement Inspector monitors and records the HMA temperature, on hourly basis, in the windrow and behind the screed prior to and after first breakdown rolling. The inspector also monitors the intermediate breakdown compaction and finish compaction temperatures.

The Placement Inspector takes measurements of air temperatures at the beginning, midpoint, and at shift end and record in the HMA Placement Report.

#### **Paving Equipment**

The Placement Inspector checks and documents the paving equipment being used; assuring that the equipment meets the specifications as to the equipment type, weight, operating speeds and oscillation frequencies. The paving equipment used in production is also checked to ascertain that it is similar to equipment used during the production startup evaluation.

#### Spreading

The inspector monitors the spreading operations to ensure that the HMA is spread by any means to obtain the specified lines, grades and cross section. Other duties include verification that the screed or strike off assembly provides a uniform spreading operation, the spreader is capable of spreading and finishing the courses in widths shown on the Plans and the spreader produces a uniform and even surface texture without segregation, tearing, shoving, or gouging.

#### **Placement and Lift Thickness**

The Placement Inspector monitors the HMA placement activities to ensure that the placement/compacted thickness, length, width and spread rate meets the requirements of the Plans and Specifications. The placement process is monitored to avoid mix segregation. The inspector also documents the HMA placement in miscellaneous areas such as transitions, turning lanes, crossovers, and entrances that deviates from the requirements of that of the travel lanes.

#### Compaction

The Placement Inspector ensures that immediately after the bituminous mixture has been spread and struck off, and surface irregularities adjusted, the material is thoroughly and uniformly compacted by proper rolling patterns and the rolling does not cause undue displacement, cracking, or shoving. The Placement Inspector monitors the sequence of the rolling operations and the selection of roller types as to provide the compacted density per specifications. The type of equipment used in production is checked against that of the production start-up evaluation process.

In miscellaneous areas including along curb, headers, manholes, railroad crossings, and at all places not accessible to the roller, compaction shall be obtained using tampers and use of such equipment will be documented.

#### Joints & Transitions

The Placement Inspector ensures that the roller does not pass over the unprotected end of the freshly laid mixture and the longitudinal joints are rolled directly behind the laying operations. Longitudinal joints in the top layer must match the specified lane edges and the longitudinal offsets in lower layers must be offset at least 0.5 feet from each of the specified lane edges.

#### Smoothness

The placed and compacted material is visually monitored by the Placement inspector to avoid defective areas such as rock pockets, bleeding, heat cracking, etc. Mix segregation and visual pavement deformities are also documented. The final surface condition of the HMA must have uniform smoothness and texture. After visual observation of the surface conditions of the HMA have been made, the surface is tested longitudinally and transversely by the use of a straightedge, when required by the Special Provisions. The areas found to exceed the specified tolerances shall be corrected, or removed and replaced, as required, to conform to the required surface tolerances.

#### **Open to Roadbed to Traffic (Curing Time)**

Whether the work is in areas prone to shade or not, the area will be allowed to be driven on after the temperature at the mid depth of the mat is less than 160 degrees Fahrenheit. Curing time will be dependent on how long the HMA takes to reach this temperature.

#### Construction

Do not place HMA on wet pavement or frozen surface. You may deposit HMA in a windrow and load it in the paver if:

1. Paver is equipped with a hopper that automatically feeds the screed

2. Loading equipment can pick up the windrowed material and deposit it in the paver hopper without damaging base material

3. Activities for depositing, pickup, loading, and paving are continuous

4. For method compaction:

4.1. The temperature of the HMA and the HMA produced with WMA water injection technology in the windrow does not fall below 260 degrees F

4.2. The temperature of the HMA produced using WMA additive technology in the windrow does not fall below 250 degrees  ${\rm F}$ 

HMA placed in a windrow on the roadway surface must not extend more than 250 feet in front of the loading equipment or material transfer vehicle. You may place HMA in 1 or more layers on areas less than 5 feet wide and outside the traveled way, including shoulders. You may use mechanical equipment other than a paver for these areas. The equipment must produce uniform smoothness and texture. HMA handled, spread, or windrowed must not stain the finished surface of any improvement, including pavement.

Do not use petroleum products such as kerosene or diesel fuel to release HMA from trucks, spreaders, or compactors.

HMA must be free of: segregation, coarse or fine aggregate pockets, hardened lumps, marks, tearing, irregular texture

For method compaction, each paver spreading HMA must be followed by at least one of each of the following 3 types of rollers:

1. Breakdown roller must be a vibratory roller specifically designed to compact HMA. The roller must be capable of at least 2,500 vibrations per minute and must be equipped with amplitude and frequency controls. The roller's gross static weight must be at least 7.5 tons.

2. Intermediate roller must be an oscillating-type pneumatic-tired roller at least 4 feet wide. Pneumatic tires must be of equal size, diameter, type, and ply. The tires must be inflated to 60 psi minimum and maintained so that the air pressure does not vary more than 5 psi.

3. Finishing roller must be a steel-tired, 2-axle tandem roller. The roller's gross static weight must be at least 7.5 tons.

Each roller must have a separate operator. Rollers must be self-propelled and reversible

Complete finish rolling activities before the pavement surface temperature is:

- 1. Below 150 degrees F for HMA with unmodified binder
- 2. Below 140 degrees F for HMA with modified binder

Construct a transverse joint if the HMA remains in the paver for more than 30 minutes. Do not reintroduce HMA spread over asphaltic emulsion into the paving process. Do not overlap or hot lap HMA. Pave through lanes after paving adjacent: shoulders, tapers, transitions, road connections, driveways, curve widenings, turnouts, and turn pockets.

Quality Characteristic	Inspection Type	Frequency	Location	Responsibility	Tolerance
Subgrade Preparation	Visual	Daily	Jobsite	Placement Inspector (QC)	Dry, Stable, Compacted, Smooth
Tack Coat Temperature	Temp. Measurement	Per Load	Jobsite	Placement Inspector (QC)	Per Manufactures Recommendation (SS1H)
Tack Coat	Visual	Per Load	Subgrade Surface	Placement Inspector (QC)	Uniformly placed on pavement area
Transporting of Load	Visual/Weight Tickets	Per Load	Jobsite	Placement Inspector (QC)	Industry Standard Practice
Atmospheric Temperature	Temperature Measurement	Before Placement	Jobsite	Placement Inspector (QC)	45°F minimum HMA
Surface Temperature	Temperature Measurement	Hourly	Jobsite	Placement Inspector (QC)	50°F minimum HMA
Windrow Segregation	Visual	Hourly	Jobsite	Placement Inspector (QC)	Industry Standard Practice
HMA Paver & Hopper	Visual & Width Measurement	Daily	Jobsite	Placement Inspector (QC)	See "Construction" on 3.1
Paving Process	Visual	Continuous	Jobsite	Placement Inspector (QC)	See "Construction" on 3.1
Compaction Equipment	Visual	Daily	Jobsite	Placement Inspector (QC)	See "Construction" on 3.1
Compaction Process	Visual & Measurement	Continuous	Jobsite	Placement Inspector (QC)	See "Construction" on 3.1
HMA Temp. at Breakdown	Temp. Measurement	Hourly	Jobsite	Placement Inspector (QC)	>250°F Min. HMA (method only)
HMA Temp. at Intermediate Surface	Temp. Measurement	Hourly	Jobsite	Placement Inspector (QC)	>190°F Min. HMA (method only)
HMA Temp. at Finish	Temp. Measurement	Hourly	Jobsite	Placement Inspector (QC)	Compaction complete >150°F HMA
Longitudinal & Transverse Joints	Visual	Continuous	Pavement Surface	Placement Inspector (QC)	See "Joints and Transactions" on 3.1
Pavement Smoothness	12 ft. Straightedge	As Scheduled	Finish Surface	Placement Inspector (QC)	See "Smoothness" on 3.1
Open Roadbed to Traffic	Temp. Measurement	Daily	Pavement	Placement Inspector (QC)	< 160°F at mid depth
Lift Thickness	Measurement	Daily	Pavement Surface	Placement Inspector (QC)	Per Plans & Specs

#### QUALITY CONTROL INSPECTION PLAN – HMA PLACEMENT / FIELD

#### QUALITY CONTROL SAMPLING & TESTING PLAN – HMA PLACEMENT / FIELD

The Placement Sampler and Tester are responsible for the sampling and testing of aggregate material in the field for compliance with the specific requirements, based on type of HMA material. In accomplishing this task, the Placement Sampler and Tester are required to have adequate knowledge of the Quality Control Plan, the Whitebook, and the Greenbook.

A sample of HMA mix is obtained every 750 Tons (or portion thereof) from the mat behind the paver or the plant, unless otherwise noted or stipulated in this quality control plan, in accordance with CT125/ AASHTO T40. The HMA sample is split into 4 parts; 3 parts to the Engineer and 1 part for quality control testing.

Testers using the nuclear gauges for the purpose of controlling the compaction of the material are trained and certified in nuclear gauge operation and transportation safety.

Quality Characteristic	Test Standard	Frequency Sample Location		Responsibility	Tolerance
Percent of theo. Max. density by nuclear gage (%)	Method Compaction	As Needed	On the Mat	QC Inspector	Method Only
Moving Average (B2 and C2 mixtures	ASTM C136	As Needed	Plant	QC Inspector	Per Greenbook 203-6.5.4
Bulk & Stability	CT 304 & CT 366	As Needed	Plant and / or Field	QC Inspector	35 minimum
Binder Content	CT 382	As Needed	Plant	QC Inspector	Per Greenbook 203-6.5.4

#### MATERIAL QUALITY CONTROL SAMPLING & TESTING PLAN - HMA PLACEMENT / FIELD / LAB

#### QUALITY CONTROL RANDOM SAMPLING PLAN

Quality Control samples for HMA are obtained in accordance with milestones generated by a random sampling plan. The random sampling plan outlined in the CEM-3502 – HMA Placement Inspection, serves as the basis for calculating the sampling milestones. The goal of random sampling plan is to ensure that all materials samples have an equal chance of being selected from the entire production lot.

Random numbers are generated by one of the following methods:

- 1. Using a computer program or spreadsheet designed specifically to generate random numbers or locations for material sampling.
- 2. Using a hand held calculator with a random number generating function.
- 3. Using the ASTM D3665, Random Sampling for Construction Materials.

#### Definitions

- 1. Lot A Lot is a quantity of HMA (no more than 20 sublots).
- 2. Sub Lot and partial Sub Lot A Sub Lot is 750 Tons of HMA except HMA paved at day's end greater than 250 Tons counts as a Sub Lot. If HMA paved at day's end is less than 250 tons, this quantity is included in the previous Sub Lot's test results for statistical evaluation. However, for quality control plan compliance, sampling and testing is still conducted on the partial Sub Lot to ensure the quality requirements of the project specifications.
- 3. Termination of a Lot A new lot will be designated when:
  - a. 20 Sub Lots are complete
  - b. The JMF changes
  - c. Production stops for more than 30 days

In the event the Engineer determines that it is necessary to terminate a lot, new random numbers will be generated for the remaining material, which will be divided into Sub Lots as circumstances allow. If the terminated lot is too small to make up its own lot, it shall be rolled into the previous lot and all the tests for the prior lot combined with the terminated lot shall be used to determine a pay factor.

# Random Sampling Procedure (Example) – Random Sampling Milestones and Locations for QC density cores to be determined by the engineer.

- 1. Determine the Lot size for sampling milestones.
- 2. Randomly select a set of random numbers form the options available.
- 3. For the first sample, multiply the first random number of the first column by the tonnage in the Sub Lot (750 Tons.). Add this value to the Sub Lot factor to determine the first sampling milestone (tons of production at which the sample will be taken).
- 4. Continue this process for additional samples as required. Return to step 1 if Lot is terminated and a new Lot has begun.

Lot Number	SubLot Number	Random Number (a)	SubLot Quantity (b)	SubLot Factor ©	Milestone (Tons) (a) x (b) + (c)
1	1	0.31	750	0	233
1	2	0.12	750	750	840
1	3	0.29	750	1500	1718
1	4	0.86	750	2250	2895
1	5	0.14	750	3000	3105
1	6	0.74	750	3750	4205

#### The following is an example to determine the sampling milestones:

#### CORRECTIVE ACTION PLANS

The goal of the Corrective Action Plan is to keep the process in control by identifying the aspects of the process when it is out of control and respond adequately to correct the process bring it back into compliance. This Corrective Action Plan is not intended to cover all possible problems and their solutions. It serves as a starting point in a living document considering some of the potential problems and possible solutions that might be encountered during the Project. For any quality characteristic except smoothness, if any 2 consecutive quality control test results or any 3 QC test results for 1 day's production do not comply with the action limits or materials specifications:

- 1. Stop Production
- 2. Notify the Engineer in writing
- 3. Take corrective action
- 4. Show how you will comply with the specification before resuming production and placement.

For QC tests performed under AASHTO T 27, results are considered 1 QC test regardless of number of sieves out of compliance.

Do not resume production and placement until the Engineer authorizes your corrective action proposal.

Placement Standard	Action Limit	Responsible Party	Corrective Action
Subgrade Preparation	Zero Tolerance	QC	If inspection indicates that the subgrade is not prepared as specified, immediate action will be taken. Subgrade problems will be corrected—dried, cleaned, compacted and graded. HMA will not be placed until the corrections have been made and the QC administrator has inspected and approved them.
Tack Coat	± .01 gal./sy	QC	If inspection indicates that the tack coat material or applications are not in accordance with the specifications, immediate action will be taken. Tack coat will be re-applied or changed, time for "break" will be lengthened, and so on. HMA will not be placed until the corrections have been made and the QC administrator has inspected and approved them.
Ambient Temperature	< 45°F HMA	QC	If physical measurements indicate that the ambient temperature is less than specified, the paving foreman will be notified, and placement will cease as soon as safety concerns have been provided for.
Joint Construction	Undamaged Neat Line	QC	If longitudinal/transverse joint is damaged or not placed to a neat line, extraneous material will be removed by saw cutting/grinding the pavement straight and vertical along the joint.
Thickness	Specified Thickness	QC	If the thickness exceeds the specified limits, actual and theoretical spread rates will be compared and adjusted to maintain the thickness.

#### **CORRECTIVE ACTION PLAN – HMA PLACEMENT**

Placement Standard	Action Limit	Responsible Party	Corrective Action
Placement Yield	Specified Yield	QC	If the placement yield appears to deviate from the theoretical, actual and theoretical spread rates will be compared and adjusted to maintain placement yield.
Cross Slope	> 11%	QC	If the cross slope exceeds the specified limits, automatic grade and slope controls on the screed, if used, will be examined and corrected. Otherwise, the grade control on one side and slope control on the other side will be verified and corrected.
Joint Offset	Match (top layer) 0.5 ft. Offset (lower layers)	QC	If top layer is not matched with the lane edge or lower layers aren't offset by 0.5 ft., respective edges will be saw cut to meet the requirements.
Mix Segregation	None Permitted	QC	If mix segregation takes place on the mat, the lift thicknesses along with quarter crown and screed settings will be verified and adjusted. If the condition prevails, the Engineer will be notified and production may be suspended until corrective measures have been applied and verified.
Smoothness	>0.01 ft. Parallel to CL >0.02 ft. Perp. To CL >0.3 in. in 25 feet	QC	If the smoothness exceeds the specified limits, pavement will be grinded. If it cannot be grinded to be within tolerance, it may have to be removed and replaced.
Hamburg Wheel CT 389	Mix Specifications	QC	If test results are outside tolerance, an immediate investigation will be conducted to determine the cause. Corrections will be made and material tested immediately to ensure that the correction has been effective.
Moisture Susceptibility AASHTO T283	100 minimum dry 70 minimum wet	QC	If test results are outside tolerance, an immediate investigation will be conducted to determine the cause. Corrections will be made and material tested immediately to ensure that the correction has been effective.
Air Voids Content (%) AASHTO T269	4.0 ± 1.5	QC	If test results are outside tolerance, an immediate investigation will be conducted to determine the cause. Corrections will be made and material tested immediately to ensure that the correction has been effective.
VMA (plant produced HMA) (min, %)	Mix Limits	QC	If test results are outside tolerance, an immediate investigation will be conducted to determine the cause. Corrections will be made and material tested immediately to ensure that the correction has been effective.

#### **CORRECTIVE ACTION PLAN – HMA PLACEMENT**

#### City of San Diego AC Overlay - Group 2403 Contractor's Daily Quality Control Inspection Report

Project Title: AC Overlay Group 2403			Date:		
Area: N/A					
Locations:	1				
	2				
	3				
Asphalt Mix Specifica	ation: Attached	Supplier:			
Dig out Locations:	1				
	2				
	3				
Method of Tacking, T	Tack Coat Application	n Rate @ Locations:			
	1				
	2				
	3				
Asphalt Temperatur	e at Placement @ Loo	cations:			
	1				
	2				
	3				
Asphalt Depth @Loc	ations:				
	1				
	2				
	3				
Compaction Test Me	ethod and Result % @	DLocations:			
	1				
	2				

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

#### City of San Diego AC Overlay - Group 2403 Contractor's Daily Quality Control Inspection Report

Location and nature of defects:

	1	
	2	
	3	
Remeo	lial and Corrective Actions taken or proposed for	
	1	
	2	
	3	
Date's	City Laboratory representative was present:	
	1	
	2	
	3	
Verifie	d the following:	Initials:
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	
Deviat	ons from QCP (see attached)	

Quality Control Plan Administrator's Signature:

Date Signed:



Contractor:	Hazard Construction
Project:	AC Overlay Group 2403
Plant:	Vulcan Materials - Carroll Canyon HMA w/ Chula Vista Aggregates
Mix Design:	Greenbook Sec 203 3C2
Product Code:	300806

Vulcan Materials Company (Vulcan) shall furnish asphalt paving materials in connection with the abovereferenced project and that this product will conform to Section 203 of the Standard Specifications for Public Works Construction. Vulcan will furnish such materials in accordance with the mix design attached here to as Exhibit A. The Asphalt Cement will conform to PG 64-10 for Performance Grade.

	BIN1	BIN2	BIN3	BIN4	MF	RAP	Combined	Gradation
% USED	40%	28%	16%	0%	1%	15%	Gradation	Tolerance
1-1/2"	100.0	100.0	100.0	100.0	100.0	100	100	
1"	100.0	100.0	100.0	100.0	100.0	100	100	
3/4"	100.0	100.0	100.0	79.0	100.0	100	100	100
1/2"	100.0	100.0	78.0	9.0	100.0	100	96	95 - 100
3/8"	100.0	89.0	19.0	2.0	100.0	96	83	75 - 90
#4	99.0	24.0	1.0	1.0	100.0	78	59	50 - 67
#8	77.0	3.0	1.0	0.7	100.0	62	42	35 - 50
#16	48.0	1.0	0.7	0.6	100.0	48	28	
#30	34.0	0.5	0.4	0.6	100.0	36	20	15 - 30
#50	21.0	0.5	0.2	0.6	100.0	24	13	
#100	12.0	0.3	0.1	0.6	100.0	16	8	
#200	7.3	0.3	0.1	0.6	100.0	10	5.6	4 - 7

Aggi	egate Prope	rties	Asphalt Concrete Properties			
Test CTM 1/2" Mix			Mix Design			
% Crushed Particle	CT 205	Coarse = 98%	ACContent(0/)	TWM	DWA	
	CT 205	Fine = 95%	AC Content (%)	5.3%	5.6%	
LA Rattler @ 500 Rev.	CT 211 (B)	17.20%	Air Voids		4.00%	
Cleanness Value	CT 227	81	S-value (Hveem)	CT 366	42	
Sand Equivalent	CT 217	65	Swell (mm)	CT 305	0.001	
Kc & Kf Factors	CT 303	1.1	Moisture Vapor Susp	CT 307	33	

Vulcan makes no representations or warranties as to whether the attached mix design complies with any other specifications or standards set forth in any contracts or design drawings, and is not responsible for obtaining any necessary approvals or certifications for use of this mix design. Vulcan's sale of asphalt paving materials will be governed by the Vulcan Sales Documents, as such term is defined in the General Terms and Conditions which form a part of Vulcan's Quotation relating to the above-referenced project.

Submitted by:

Lucas CL/rm

Chris Lucero Manager Technical Services



May 24, 2024

San Diego Regional Laboratory 10051 Black Mountain Road San Diego, California 92126 Tel (858) 547-4981 Please Note: NOT VALID IF ALTERED



May 20, 2024

Contractor:	Hazard Construction
Project:	AC Overlay Group 2403
Plant:	Vulcan Materials - Carroll Canyon HMA w/ Chula Vista Aggregates
Mix Design:	Greenbook Sec 203 3B3
Product Code:	200804

Vulcan Materials Company (Vulcan) shall furnish asphalt paving materials in connection with the above-referenced project and that this product will conform to Section 203 of the Standard Specifications for Public Works Construction. Vulcan will furnish such materials in accordance with the mix design attached here to as Exhibit A. The Asphalt Cement will conform to PG 64-10 for Performance Grade.

% USED	<b>BIN1</b> 34%	<b>BIN2</b> 20%	<b>BIN3</b> 20%	<b>BIN4</b> 10%	MF 1%	<b>RAP</b> 15%	Combined Gradation	Gradation Tolerance
1-1/2"	100.0	100.0	100.0	100.0	100.0	100	100	
1"	100.0	100.0	100.0	100.0	100.0	100	100	100
3/4"	100.0	100.0	100.0	79.0	100.0	100	98	95 - 100
1/2"	100.0	100.0	78.0	9.0	100.0	100	86	
3/8"	100.0	89.0	19.0	2.0	100.0	96	71	65 - 80
#4	99.0	24.0	1.0	1.0	100.0	78	51	45 - 60
#8	77.0	3.0	1.0	0.7	100.0	62	37	30 - 45
#16	48.0	1.0	0.7	0.6	100.0	48	25	
#30	34.0	0.5	0.4	0.6	100.0	36	18	15 - 25
#50	21.0	0.5	0.2	0.6	100.0	24	12	
#100	12.0	0.3	0.1	0.6	100.0	16	8	
#200	7.3	0.3	0.1	0.6	100.0	10	5.2	3 - 7

Aggr	egate Prope	rties	Asphalt Concrete Properties					
Test	Test CTM 3/4" Mix			Mix Design				
% Crushed Particle	CT 205	Coarse = 98%	ACCentent(0/)	TWM	DWA			
	CT 205	Fine = 95%	AC Content (%)	5.0%	5.3%			
LA Rattler @ 500 Rev.	CT 211 (B)	15.70%	Air Voids		4.00%			
Cleanness Value	CT 227	86	S-value (Hveem)	CT 366	40			
Sand Equivalent	CT 217	65	Swell (mm)	CT 305	0.001			
Kc & Kf Factors	CT 303	1.1	Moisture Vapor Susp	CT 307	34			

Vulcan makes no representations or warranties as to whether the attached mix design complies with any other specifications or standards set forth in any contracts or design drawings, and is not responsible for obtaining any necessary approvals or certifications for use of this mix design. Vulcan's sale of asphalt paving materials will be governed by the Vulcan Sales Documents, as such term is defined in the General Terms and Conditions which form a part of Vulcan's Quotation relating to the above-referenced project.

Submitted by:

Chris Lucero Manager Technical Services CL/pt



# **Appendix D – Proposed Safety Program and Emergency Response Plan**

## Site-Specific Safety Plan



Project Title: City San Diego AC OL 2403

Contract #:

Plan Author (name): Sergio Enriquez, Safety Manager Date: 06/12/2024

Project Location: San Diego, CA

#### Introduction

It is the responsibility of each contractor working on this project to implement, enforce, and modify when necessary, the safety policies and procedures identified herein. Communication and training are integral parts of the health and safety program and should be emphasized over the duration of the job. To facilitate the above, every employee on site shall follow the established policies and procedures, report hazardous conditions and take action to mitigate hazards before an illness, injury, near miss, or other incident is experienced.

Subcontractors, as well as other affected persons on this site, are obligated to follow the rules and regulations of, but not limited to; the federal Environmental Protection Agency (EPA), the Occupational Safety and Health Administration (OSHA), USACE EM 385.1.1 (if working on a Federal project), and any other applicable state or local safety, health and environmental standards/regulations.

The goal of this Site-Specific Safety Plan is to provide a healthy and safe working environment for everyone as well as to protect the project site and the environment to the best of our ability. If a conflict is identified between the safety standards of the general contractor, subcontractor, or the customer, the most stringent requirement shall be applied.

This document is to be used as a guide for a Site-Specific Health, Safety, and Environmental Requirements. Individual sections of this document may not be necessary for all projects. Conversely, additional sections not covered herein may need to be added or amended as conditions change. All parties involved should review and modify or add to this document accordingly to meet the requirements of the project, making sure to include all necessary information. This Site-Specific Safety Plan is a working document. Modifications shall be made by the user to reflect the project for which this plan is appropriately intended.

Personnel							
Project Manager:	Jared Balastrieri	Compan	y: Hazard Construction				
			y: Hazard Construction				
Project Safety Offic	<sub>er:</sub> Sergio Enriquez	Company	y: Hazard Construction				
Competent Person:	TBD	Company	y: Hazard Construction				

Note: If more than one competent person is assigned, please attach a CP list to this plan.

CPR / First Aid Trained Personnel (list below) (minimum of two persons on-site certified in CPR/FA):

Name	Title	Company
Sergio Enriquez	Safety Manager	Hazard Construction
Geoff Acosta	Superintendent	Hazard Construction
Qualified Personnel (if applied Name TBD	cable, list below & attach credentials / c Title	ertificates / etc.): Company

TBD

#### Responsibilities

Every individual working on a Hazard Companies project site has the responsibility to apply/enforce the safety requirements listed in this plan and any other auxiliary / supplemental safety plans at all times. Individuals who have unique/direct roles for enforcement of this site-specific safety plan are identified below:

Project Site Superintendent:	Geoff Acosta

Project Safety Officer: Sergio Enriquez

Competent Persons (as listed above)

Hazard Companies Employees shall make all personnel on-site, including subcontractors and or lower-tier contractors, aware of this site-specific safety plan before initiating work by delivering an on-site safety orientation. This orientation shall include; site-specific program content, unique project concerns, and hazards, owner modifications, training requirements for the project, including the day and

time of the "tailgate" talks, the reporting of hazards, illnesses, injuries, and "near-misses," any dangerous or outof-service equipment, and the location of all the safety, health, and environmental plans, AHAs, manuals, and SDS. All reports, including accidents, incidents, out of service equipment, and other information related to this plan, shall be submitted to the Hazard Companies Superintendent listed above for corrective action and distribution.

#### Scope of Work

Insert the scope of work below. Be as detailed as possible (if more space is needed, attach a separate scope of work to this plan) (Be as detailed as possible and include definable features of work):

All work pursuant to this contract will be performed for the City of San Diego. Work will involve the placement of asphalt concrete, adjustment of City manhole and gate valve covers, tree trimming, installation of traffic detector loops, cold milling, pavement base repair, installation of curb ramps to meet ADA requirements, street and sidewalk sweeping, replace traffic striping and markings/legends, and storm drain inlet protection.

	Emergenc	y Response	
Emergency Contact Numbers:			
Police 911	Fire <b>911</b>	Ambulance	911
Additional or Site-Specific Emergency		Safety Manager (858	3)750-9345
	Foreman's	Truck	
Location of Fire Extinguisher(s):	n the Forem	nan's Truck or in th	e equipment
An appropriately sized ABC dry chem construction project site to include (bu	U	ner shall be conspicuously plac	ed in appropriate areas of the
<ul> <li>Within 75' of all hot work activities</li> <li>Within 50' of all flammable liquids.</li> </ul>	and operations.		
<ul> <li>Fire Extinguishers on site shall have th</li> <li>Annual (current) inspection tag</li> <li>30-day inspection / Annual</li> <li>Gauge indicating fully charged</li> </ul>	he following;		

• Pin with security seal

Note; Fire extinguishers shall only be used by personnel who have been trained to use this equipment

#### <u>FIRE</u>

#### Field Alarms (Vehicle Horns)

Fire alarms directly alert personnel of a fire in the Jobsite or the direct vicinity of the Jobsite. A call will always be placed to the fire department to inform them of a fire. The nature of work on a construction Jobsite for Hazard Companies is usually in an outdoor capacity. With this in mind, the standard alert system that will be used is voice and vehicle horns.

**Fires** – In the event of an actual fire or smoke condition, the procedures identified above shall be followed: Notify all persons in the immediate area of the fire and initiate an evacuation.

After occupants/workers have exited the space/room:

- 1. Activate the Alarm (fire alarm, horn, or another suitable warning device) to initiate building evacuation.
- 2. Phone Police or local Emergency Number (listed above).
- 3. Evacuate the area or Extinguish the fire, if properly trained.

Note: The warning signal on this project site will be five short blasts from a truck horn or a portable air horn unless otherwise stated.

#### **MEDICAL**

Emergencies (including but not limited to significant lacerations, amputations, head, neck, or back injuries, loss of consciousness, allergic reactions, diabetic emergencies, seizures, difficulty breathing, stroke, and any unknown illnesses or injuries) shall require the response of an ambulance. 911 or the local emergency number listed above should be contacted immediately. If applicable, a designated person shall be identified to meet the ambulance at a pre-determined location and direct the ambulance crew into the area or building where the incident has occurred.

All minor injuries and illnesses shall be reported to the Hazard Companies Project Site Superintendent immediately.

Primary	Medical Treatment Facility
Facility	Name: On-Site Health & Safety
	· On location
Phone	(866)998-2750

Note: Directions to the nearest medical facility should be posted on-site in a conspicuous location. Under no circumstances shall an injured person escort himself/herself to the medical facility.

#### **RALLY POINT**

It is the responsibility of the Project Superintendent and each subcontractor's competent person to identify the best possible accountability system for the construction site and to determine (in advance) a rally/meeting point for all employees on site. In case of emergency, such as a fire, location(s) shall be identified as the rally point. The area (s) can be separated by sub-contractor(s), trade, or it could be all-inclusive, provided the person in charge could account for each employee. A checklist could be utilized for this purpose:

Rally Point / Meeting Area (describe below / attach map if necessary):

TBD

Rally Point Sample Checklist (to be filled out, on-site in the event of an evacuation emergency) (if a larger checklist is needed, use a separate sheet of paper):

Name & Company	Present Y/ N	Last Known Location

#### Incident Investigation, Reporting and Record Keeping

Emergency incidents should take precedence over all investigations, record keeping, and reporting procedures. Ill or injured employees shall be provided with the most appropriate medical response for the incident, as soon as possible.

#### All incidents/accidents will be reported to the Hazard Companies Superintendent immediately

After the ill or injured employee has been provided with the most appropriate first aid or medical care (ambulance, medical facility, or on-site first aid), the Hazard Companies superintendent will ensure that an incident investigation is initiated to correct hazards and prevent re-occurrence.

An incident report, with as much information as possible, should be completed within 24 hours. Additional information can be added to the reports, as it becomes available, and when the injured or ill employee has returned to work or can provide the necessary information.

State and Federal OSHA standards require employers to maintain accurate records of work-related illnesses, injuries, and deaths. Only "recordable" illnesses and injuries (see below) shall be entered on the OSHA 300 Log. A recordable illness or injury includes one of the following:

- Fatality
- -=1 lost workday(s)
- Transfer to another job
- Termination of employment
- Medical treatment, other than normal 1st aid
- Job restrictions
- Restriction of motion (ergonomics)
- Occupational illness (diagnosed)

The competent person shall correct all identified hazards immediately and prevent re-occurrence of the incident, and (when necessary) go over the incident and the corrective actions with the project supervisors and/or the employees.

#### COVID-19

The health and safety of all Hazard Construction employees, subcontractors, vendors and the public is our top priority. We are following the recommendations from the Centers for Disease Control and Prevention (CDC), County and the State of Californian for decreasing and preventing the spread of COVID-19 in our workplaces and job sites.

#### **Electrical Safety**

All electrical power is considered to be energized until the responsible electrician or appropriate competent person has verified and tested the system to make sure that it has been de-energized.

#### **Electrical Cords**

- Must be protected from physical damage
- Flexible cords must be free of damage, splices, and taps
- Flexible cords shall be properly maintained and stored
- Twisted cords shall be removed from service and destroyed to prevent future use
- Flexible cords should not be so placed that they are considered a trip and fall hazard
- Flexible cords shall have the appropriate grounding pins or shall be double-insulate

#### Lighting

• shall be adequate for the job site

- lighting shall be of the appropriate wattage and placed in fixtures, including temporary usage in a manner specified by the lighting manufacturer
- emergency lighting is required if work on the project will extend to after daylighthours
- emergency lighting is required for below-grade areas of the project and other areas where natural lighting is not available, in the event of a power failure

#### **Power Tools**

- portable electrical equipment and tools must be grounded or double insulated
- the tools shall be free of damage, and if not removed from service
- Any power tool removed from service because of damage shall be labeled out-of-service by the person(s) who discover the deficiency.

### **Ground Fault Circuit Interrupters (GFCI)**

GFCI protected equipment and tools can be accomplished by one of the following;

- a GFCI outlet
- an outlet protected by a GFCI breaker, or
- a portable GFCI pigtail

GFCI protection for all power tools and flexible cords is required for the duration of the project. When permanent wiring for the building/project or site has been completed, GFCI protection shall still be required. All contractors on site shall either;

- obtain power from a permanently wired GFCI protected outlet, or
- utilize a GFCI adapter/pigtail between the power supply and the flexible cord or tool being used

#### Fall Protection

In accordance with the requirements of Federal, State, and local standards, all employers are required to provide fall protection equipment and training to their employees when they are working at elevations above a lower level, which meet or exceed the fall protection threshold heights stated in such standards. The competent person for fall protection on this project is responsible for identifying fall protection hazards and implementing controls to mitigate the fall hazards for exposed employees.

Will fall protection be required on this project?



Give a brief description of the work activities which will require fall protection implementation and the heights at which the work will take place:

Work task/area:

N/A

Height of work area: in feet Work

task/area:

N/A

Height of work area: in feet

#### Housekeeping

The competent person is responsible for the housekeeping practices on the site. As a minimum, the aisles, exits, and other parts of the means of egress shall be adequately maintained and free of unnecessary storage and waste. Sawdust and other combustible materials such as cardboard and paper shall be removed daily to reduce the risk of injury and fire. Trip and fall hazards shall be removed as soon as possible, especially in areas considered to be walk/work surfaces.

Housekeeping practices on this project are extremely important. To reduce the risk of fire, prevent injuries, and reduce the risk of regulatory inspection, housekeeping must be maintained, and the following shall be implemented:

- Waste shall be discarded in a suitable container.
- Sawdust and rags should be placed in a metal (approved) container with a tight lid.
- All waste containers (inside the building) shall be emptied at least daily.
- Corridors and other walk/work areas shall not be used for storage.

#### Hotwork (welding / torch cutting / grinding / drilling)

Brazing, cutting, heating, soldering, welding, and other spark or flame producing work on this job requires the acquisition of a Hot Work Permit by the local fire authority, as required by the contract/installation and or Federal, State, and local standards.

The basic requirements of a Hot Work Permit are;

- The competent person must inspect the area(s) in which the Hot Work will be performed.
- All combustible material shall be located at least 35' away from the Hot Work area. Fire extinguishers must be
- of proper size and type for the Hot Work activity and shall be located within 25' of the Hot Work area.



#### Hazard Communication / GHS / Right-to-Know

All contractors working on this project are required to have a written Hazard Communication Program as which incorporates the use of the Globally Harmonized System (OSHA Hazcom Standard). The competent person shall have a binder with all of the Safety Data Sheets (SDS) for the products that will be used on the job site. The binder shall be all-inclusive and up-to-date. An SDS index for each product will be available to locate the SDS in a relatively short time period. Every container on site shall be properly labeled (including non-potable water).

The following practices shall apply:

- The use of abbreviations or chemical symbols is not permitted. All container contents mustbe completely spelled out
- The labels must be suitable for the environment. Containers placed outdoors shall not have labels that fade or deteriorate because of exposure to rain, snow, or sunlight.
- Every container shall identify the chemical hazard as well (i.e., corrosive, flammable, reactive, or poison/toxic).
- All warning labels and placards must be in place and of the correct size and color to warn employees of potential hazards.
- All labels and warnings shall face forward for purposes of inspection and emergency response.

#### Ladders & Stairways

Ladders shall be a minimum of Type 1 (heavy-duty rated) unless otherwise authorized. All ladders shall be inspected before use and shall be removed from service if damaged, broken, or unsafe. Ladders shall be used in accordance with the Federal, State, or local standards (apply the most stringent standard). The following applies to all ladders:

- Damaged ladders shall be tagged "out of service DO NOT USE" if they are found to be defective or damaged in any way (report out of service ladders to the Hazard Companies Superintendent immediately)
- Ladders shall not be painted or covered in any manner that will hide cracks and other defects
- Ladders shall have all of the appropriate warning and danger labels in place, maintained in legible condition
- Ladders must be utilized in a manner specified by the manufacturer
- The ANSI duty rating of ladders shall never be exceeded

#### **Extension Ladders**

- Shall be pitched at the required 1: 4 ratio
- Shall be tied or otherwise secured to the structure or elevated surface to prevent tipping or falling (secured top and bottom)
- Shall be extended at least 3 (preferably 5) rungs or 36" above the elevated work surface
- Shall be inspected daily and before each use
- Defective ladders will be removed from the site / destroyed

#### **Step Ladders**

- Shall be opened entirely with spreaders locked in place
- Shall not be used as straight ladders
- Shall be tall enough to perform the necessary work
- The top 2 steps of a step ladder shall not be used for standing
- Shall not be used on scaffolding or next to guardrails unless the height of the guardrails has been adjusted.

Will the use of ladders be anticipated on this project?



## **Aerial Lifts / Scissor Lifts**

Personnel lifts such as articulating booms, single person upright lifts (i.e., Genie, JLG, and Uprights), and scissors lifts shall be used in a manner specified by the manufacturer, in accordance with the requirements of OSHA 29 CFR 1910.66 and any other applicable Federal, state, local or manufacturer specific standards.

Any employee operating or working from aerial lift equipment such as (articulating boom lift, including Genie lifts and truck-mounted articulating booms, scissor lifts, JLG, Upright lifts, etc.) are required to be equipped with a personal fall protection equipment system (fall restraint), consisting of approved full-body harness and lanyards.

Any person using a personnel lift must be properly trained, in accordance with the manufacturer's specifications

All lifts shall bear the following manuals and warnings, in legible condition;

- The operator's manual shall be located on the lift at all times, for ease of reference
- All danger and warning stickers shall be attached to the lift and shall be in legible condition

Personnel lifts shall be inspected before each use and must be removed from service if a deficiency is noted. The following shall apply to aerial lift inspections:

- All safety devices and related equipment shall be tested as part of the inspection for proper operation.
- The lift, if damaged or otherwise impaired, shall be tagged "out-of-service" to prevent use, until repaired.

Whenever a lift is utilized (exterior or interior), the area/site shall be inspected for hazards, which include, but are not limited to;

- Overhead concerns / hazards (i.e. beams / columns / lights / sprinklers / electrical / etc.)
- Flooring and ground abnormalities / stability (i.e. holes / unstable ground / floor vents / grates / slopes / ditches / rough terrain / etc.)

Personnel who utilize one of the lifts referenced above can use such lifts to access a higher level platform, provided that the lift can be set on top of the elevated surface, allowing the lift operator to exit the swing gate of the lift instead of climbing over the guardrails. Note: employees exiting lifts onto an elevated surface must ensure that they are connected to a fall protection system before exiting the aerial lift equipment. DO NOT EXIT AN AERIAL LIFT UNPROTECTED!

#### Personal Protective Equipment (PPE)

Hazard Companies is responsible and will enforce the implementation and use of PPE by employees and subcontractors entering or working on the construction site, which may be exposed to a hazardous condition, or if regulations require the use of specified equipment to protect against the hazards on site.

**Hazard Assessment** - The Competent Person shall perform a hazard assessment for this project. During the assessment, the Competent Person(s) shall identify potential areas of concern, such as;

- Struck by hazards
- High and low temperatures
- Chemical Exposures
- Health-related hazards
- Sources of non-ionizing radiation, such as lasers and radio frequencies
- Falls (same surface/heights)
- Laceration hazards
- Electrical hazards

Employees shall be trained on the use, inspection, maintenance, and storage of PPE. No employee shall be required to don PPE for which he/she has not been adequately trained.

#### **Subcontractor List**

Use the space below to identify the subcontractors and lower-tier subcontractors, which will be performing work for Hazard Companies during the course of this project:

TBD

#### Training

The following employees have reviewed and have been trained on the Safety, Health, and Environmental requirements contained in this Site-Specific Safety Plan (SSSP). This list is to be filled out on site. This list is a living document and should be updated as new employees arrive on the project site. (if more space is needed use the back of this page for additional employees)

Name TBD	Date	Name	Date

#### Additional Information / Notes

Note: High-Risk Activities may require the submittal of a separate specialized supplemental plan such as but not limited to, fall protection/excavation/scaffolding/crane picks / steel erection / confined space / hazardous material abatement / hazardous energy control (lo/to) / etc.. These plans will require Hazard Companies project staff approval and, in some circumstances, may require Hazard Companies corporate approval.

Use space below for any additional notes:

Plan Review / Approval	
Hazard Companies Superintendent: Geoff Acosta	Date: 6/12/24
Hazard Companies PSO: Sergio Enriquez	Date: 6/12/24
Hazard Companies Project Manager: Jared Balastrieri	Date: 6/12/24

# **Appendix E – Proposed Construction Schedule**

Activi	ity ID	DUP 2403 Activity Name	Planned Start	Finish	Total				2025		12-Jun-	24 00.0
/ 104111	, 10		Duration		Float	Sep Oct Nov Dec Jan	Feb Mar	Apr May	Jun	Jul Aug		Oct
	AC OVERLA	Y GROUP 2403	500 09-Sep-247	04-Sep-25	0							ep-25, AC
	ADMINISTI	RATION	500 09-Sep-24/	04-Sep-25	0							ep-25, ADI
	MAJOR MI	LESTONES	500 09-Sep-24/	04-Sep-25	0				<del></del>	<u> </u>		ep-25, MA
		CONTRACT APPROVAL / LNTP	0 09-Sep-24/	01 000 20	, , , , , , , , , , , , , , , , , , ,	CONTRACT APPROVAL/LNTP			1			
		PRE-CONSTRUCTION CONFERENCE	0 23-Sep-24/				É					
		NTP ISSUED	0 30-Sep-24/			NTP ISSUED	++		++	·····		
	A1020	BEGIN CONSTRUCTION	0 30-Sep-24*		240	BEGIN CONSTRUCTION						
	A1030	CONTRACT DURATION (240 WORKING DAYS)	240 30-Sep-24	04-Sep-25	240							
			0	· ·					- Nr	OTICE OF SU		
	A1040	NOTICE OF SUBSTANTIAL COMPLETION		24-Jun-25	0					ENGINEERS		
	A1050	ENGINEERS WALK-THROUGH	1 03-Jul-25	03-Jul-25	0						RATE PUNC	
	A1060	GENERATE PUNCH LIST	15 04-Jul-25	24-Jul-25	0						1.1	IPLETE P
	A1065	COMPLETE PUNCHLIST	30 25-Jul-25	04-Sep-25	0					-		EPTANCI
		ACCEPTANCE OF WORK	0	04-Sep-25	0						ACCE	
		LS & PROCUREMENT	21 09-Sep-24	07-Oct-24	179	07-O¢t-24, SUBMITTALS & PROC						
		PREPARE & SUBMIT BASELINE SCHEDULE	1 09-Sep-24	09-Sep-24	37	PREPARE & SUBMIT BASELINE SCHEDU						
		REVIEW & APPROVE BASELINE SCHEDULE	20 10-Sep-24	07-Oct-24	37	REVIEW & APPROVE BASELINE	SCHEDULE					
		PREPARE & SUBMIT WPCP	1 09-Sep-24	09-Sep-24	37	PREPARE & SUBMIT WPCP						
	S1030	REVIEW & APPROVE WPCP	20 10-Sep-24	07-Oct-24	37							
	S1040	PREPARE & SUBMIT TC PLANS	1 09-Sep-24	09-Sep-24	37	PREPARE & SUBMIT TC PLANS						
	S1050	REVIEW & APPROVE TC PLANS	20 10-Sep-24	07-Oct-24	37	REVIEW & APPROVE TC PLANS						
	S1051	PREPARE & SUBMIT QC PLAN	1 09-Sep-24	09-Sep-24	37	PREPARE & SUBMIT QC PLAN						
	S1052	REVIEW & APPROVE QC PLAN	20 10-Sep-24	07-Oct-24	37							
	S1053	PREPARE & SUBMIT DOORKNOCKER NOTIFICATIOI	1 09-Sep-24	09-Sep-24	37	PREPARE & SUBMIT DOORKNOCKER N	OTIFICATION					
	S1054	REVIEW & APPROVE DOORKNOCKER NOTIFICATIO	20 10-Sep-24	07-Oct-24	37	REVIEW & APPROVE DOORKNO	CKER NOTIFICATION	N				
	S1060	PREPARE & SUBMIT CLASS II BASE	1 09-Sep-24	09-Sep-24	49	PREPARE & SUBMIT CLASS II BASE						
	S1070	REVIEW & APPROVE CLASS II BASE	20 10-Sep-24	07-Oct-24	49	REVIEW & APPROVE CLASS II B	ASE		· · · · · · · · · · · · · · · · · · ·			
	S1080	PREPARE & SUBMIT CONCRETE	1 09-Sep-24	09-Sep-24	39	PREPARE & SUBMIT CONCRETE						
	S1090	REVIEW & APPROVE CONCRETE	20 10-Sep-24	07-Oct-24	39	REVIEW & APPROVE CONCRET	É					
	S1100	PREPARE & SUBMIT DETECTABLE WARNING TILES	1 09-Sep-24	09-Sep-24	39	PREPARE & SUBMIT DETECTABLE WARI	NING TILES					
	S1110	REVIEW & APPROVE DETECTABLE WARNING TILES	20 10-Sep-24	07-Oct-24	39		LE WARNING TILES					
	S1120	PREPARE & SUBMIT 3/4" HMA	1 09-Sep-24	09-Sep-24	49	PREPARE & SUBMIT 3/4" HMA			++-			
	S1120	REVIEW & APPROVE 3/4" HMA	20 10-Sep-24	07-Oct-24	49	REVIEW & APPROVE 3/4" HMA						
	S1140	PREPARE & SUBMIT 1/2" HMA	1 09-Sep-24	09-Sep-24	49	PREPARE & SUBMIT 1/2" HMA						
	S1140 S1150	REVIEW & APPROVE 1/2" HMA	20 10-Sep-24	07-Oct-24	49	REVIEW & APPROVE 1/2" HMA						
	S1150	PREPARE & SUBMIT FIBER REINFORCEMENT FOR H	1 09-Sep-24	07-Oct-24 09-Sep-24	49	PREPARE & SUBMIT FIBER REINFORCE						
			· ·		49		1 1 1	IMA	++			
	S1170	REVIEW & APPROVE FIBER REINFORCEMENT FOR	20 10-Sep-24	07-Oct-24	49 58	PREPARE & SUBMIT STRIPING & MARKE	i i i					
	S1180	PREPARE & SUBMIT STRIPING & MARKERS	1 09-Sep-24	09-Sep-24		REVIEW & APPROVE STRIPING	1 1 1					
	S1190	REVIEW & APPROVE STRIPING & MARKERS	20 10-Sep-24	07-Oct-24	58	PREPARE & SUBMIT PUSH BUTTON ASS	1 I I I I					
	S1200	PREPARE & SUBMIT PUSH BUTTON ASSEMBLY	1 09-Sep-24	09-Sep-24	39	REVEW & APPROVE PUSH BUT						
	S1210	REVIEW & APPROVE PUSH BUTTONS ASSEMBLY	20 10-Sep-24	07-Oct-24	39	PREPARE & SUBMIT LOOP DETECTOR	1 1 1		·····	·····		
	S1220	PREPARE & SUBMIT LOOP DETECTOR MATERIAL	1 09-Sep-24	09-Sep-24	179		i i i					
_	S1230	REVIEW & APPROVE LOOP DETECTOR MATERIAL	20 10-Sep-24	07-Oct-24	179			-Mar-25, CURB			r-th	
			138 09-Sep-24	25-Mar-25	0	FELD SURVEY OF SPECIAL CURB RA	1 I I I I I I I I I I I I I I I I I I I		UEDI		T.	
	D1000	FIELD SURVEY OF SPECIAL CURB RAMPS	10 09-Sep-24*	20-Sep-24	0		WIF'S					
	D1010	ASSESS CURB RAMP LOCATIONS	5 23-Sep-24	27-Sep-24	0	PREPARE & SUBMIT 30% DE						
		PREPARE & SUBMIT 30% DESIGN PLANS	15 30-Sep-24	18-Oct-24	0							
		REVIEW 30% DESIGN PLANS	21 21-Oct-24	19-Nov-24	0							
	D1040	PREPARE & SUBMIT 100% DESIGN PLANS	30 20-Nov-24	03-Jan-25	0		ARE & SUBMIT 100%	1	5			
	D1050	REVIEW 100% DESIGN PLANS	21 06-Jan-25	03-Feb-25	0		REVIEW 100% DE					
	D1060	PREPARE & SUBMIT FINAL DESIGN PLANS	15 04-Feb-25	24-Feb-25	0			SUBMIT FINAL				
		REVIEW & APPROVAL OF FINAL DESIGN PLANS	21 25-Feb-25	25-Mar-25	0		RE	VIEW & APPRC	JVAL OF FIN	AL DESIGN P	LANS	
	CONSTRU		183 08-Oct-24	25-Jun-25	51					5-Jun-25, CON	ISTRUCTIC	Ņ
	AREA 1		36 19-Mar-25	07-May-25	86				AN-25 ARE/	A 1		
		NOTIFICATIONS		19-Mar-25				IFICATIONS				
		NOTIFICATIONS MOBILIZATION			0			BILIZATION				1
			1 20-Mar-25	20-Mar-25	0	at the second second				NTS	11	1

)	Activity Name	Planned Start Duration	Finish	Total Float	2025	
				30	ep Oct Nov Dec Jan Feb Mar Apr May Jun Jul Aug Sep	Oct
	DIGOUTS	3 08-Apr-25	10-Apr-25	20		
	MILL & PAVE	3 11-Apr-25	15-Apr-25	20		
C1050	STRIPING & MARKERS	10 23-Apr-25	06-May-25	23		
C1070	DE-MOBILIZE	1 07-May-25	07-May-25	86	🖬 DE-MOBILIZE	
AREA 2		32 08-Apr-25	21-May-25	76	▼ 21-May-25, AREA 2	
C2000	NOTIFICATIONS	1 08-Apr-25	08-Apr-25	0		
C2010	MOBILIZATION	1 09-Apr-25	09-Apr-25	0	MOBILIŻATION	
C2020	CONCRETE IMPROVEMENTS	14 10-Apr-25	29-Apr-25	0		
C2030	DIGOUTS	5 30-Apr-25	06-May-25	10		
C2040	MILL & PAVE	3 07-May-25	09-May-25	10	I ⊊a MilLi≰ Pave	
	STRIPING & MARKERS	2 19-May-25	20-May-25	15		
	DE-MOBILIZE	1 21-May-25	21-May-25	76		
AREA 3		24 08-Oct-24	08-Nov-24	37	🕶 🕶 08-Npv-24, AREA 3	
	NOTIFICATIONS	1 08-Oct-24	08-Oct-24	37		
	MOBILIZATION	1 08-Oct-24 1 09-Oct-24	08-Oct-24 09-Oct-24	37		
	CONCRETE IMPROVEMENTS	10 10-Oct-24	23-Oct-24	37		
	DIGOUTS	2 24-Oct-24	25-Oct-24	37		
	MILL& PAVE	2 28-Oct-24	29-Oct-24	37		
	STRIPING & MARKERS	2 06-Nov-24	07-Nov-24	37		
	DE-MOBILIZE	1 08-Nov-24	08-Nov-24	37	E DE-MOBILIZE	
AREA 4		35 30-Apr-25	17-Jun-25	57	17-Jun-25, AREA 4	
C4000	NOTIFICATIONS	1 30-Apr-25	30-Apr-25	0		
C4010	MOBILIZATION	1 01-May-25	01-May-25	0	🧧 MOBILIZATION	
C4020	CONCRETE IMPROVEMENTS	10 02-May-25	15-May-25	0		
C4030	DIGOUTS	3 16-May-25	20-May-25	6		
	MILL & PAVE	4 21-May-25	26-May-25	6		
	STRIPING & MARKERS	7 03-Jun-25	11-Jun-25	6		
	TRAFFIC LOOPS	3 12-Jun-25	16-Jun-25	6		
	DE-MOBILIZE	1 17-Jun-25	17-Jun-25	57		
AREA 5		22 12-Nov-24	17-Jui -23	37	13-Dec-24, AREA 5	
	NOTIFICATIONS	1 12-Nov-24	12-Nov-24	37		
		1 13-Nov-24	13-Nov-24	37		
		10 14-Nov-24	27-Nov-24	37		
	DIGOUTS	2 02-Dec-24	03-Dec-24	37		
	MILL & PAVE	1 04-Dec-24	04-Dec-24	37		
	STRIPING & MARKERS	1 12-Dec-24	12-Dec-24	37		
	DE-MOBILIZE	1 13-Dec-24	13-Dec-24	37		
AREA 6		29 16-Dec-24	24-Jan-25	37	▼ 24-Jan-25, AREA 6	
C6000	NOTIFICATIONS	1 16-Dec-24	16-Dec-24	37	- NOTIFICATIONS	
C6010	MOBILIZATION	1 17-Dec-24	17-Dec-24	37		
C6020	CONCRETE IMPROVEMENTS	15 18-Dec-24	08-Jan-25	37		
	DIGOUTS	2 09-Jan-25	10-Jan-25	37		
	MILL & PAVE	2 13-Jan-25	14-Jan-25	37	G⊷n MILL& PAVE	
	STRIPING & MARKERS	2 22-Jan-25	23-Jan-25	37	STRIPING & MARKERS	
	DE-MOBILIZE	1 24-Jan-25	24-Jan-25	37		
AREA 7		29 16-May-25		51	▼ 25-Jun-25, AREA 7	
	NOTIFICATIONS	1 16-May-25		0		
				0		
		1 19-May-25				
		12 20-May-25		0		
	DIGOUTS	3 05-Jun-25	09-Jun-25	0		
	MILL & PAVE	4 10-Jun-25	13-Jun-25	0		
	STRIPING & MARKERS	2 23-Jun-25	24-Jun-25	0		
07000	DE-MOBILIZE	1 25-Jun-25	25-Jun-25	51		



EQUAL OPPORTUNITY CONTRACTING (EOC)

1200 Third Avenue, Suite 200 · San Diego, CA 92101 Phone: (619) 236-6000 · Fax: (619) 236-5904

## WORK FORCE REPORT

The objective of the *Equal Employment Opportunity Outreach Program*, San Diego Municipal Code Sections 22.3501 through 22.3517, is to ensure that contractors doing business with the City, or receiving funds from the City, do not engage in unlawful discriminatory employment practices prohibited by State and Federal law. Such employment practices include, but are not limited to unlawful discrimination in the following: employment, promotion or upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training, including apprenticeship. Contractors are required to provide a completed *Work Force Report (WFR)*.

#### NO OTHER FORMS WILL BE ACCEPTED CONTRACTOR IDENTIFICATION

	nstruction 🗆 Vendor/Supplier 🗆 nsultant 🗆 Grant Recipient 🗆	Insurance Company	□ Lessee/Lessor □ Other
Name of Company: Hazard Co	nstruction Company / Hazard Const	ruction ENGR LLC	
ADA/DBA:			
Address (Corporate Headquarters	, where applicable): <u>10529 Vine Stree</u>	t	
City: Lakeside	County: San Diego	State: CA	Zip: <u>92040</u>
Telephone Number: 858-587-36	500 Fa	x Number: 858-200-3619	
Name of Company CEO: Jason	A. Mordhorst, President		
Address(es), phone and fax numb Address: Same as above	per(s) of company facilities located in Sar	n Diego County <b>(if different fr</b> o	om above):
City:	County:	State:	Zip:
Telephone Number:	Fax Number:	Email:	
Type of Business: <u>Heavy High</u> The Company has appointed: Em	way Ty manuel Gavino and Mark Thunder	pe of License: <u>Contractor</u>	
	nity Officer (EEOO). The EEOO has been	given authority to establish, d	lisseminate and enforce equal
employment and affirmative action	on policies of this company. The EEOO n	nay be contacted at:	
Address: 10529 Vine Street, L			
Telephone Number: 858-587-36	Fax Number: 858-200-3	619 Email: nga	vino@hazardcon.com
*Submit a separate Work	<ul> <li>One San Diego County</li> <li>Branch Work Force *</li> <li>Managing Office Work</li> <li>Check the box above that approve the second to the secon</li></ul>	k Force oplies to this WFR.	
,		···· · · · · · · · · · · · · · · · · ·	
I, the undersigned representative	of Hazard Construction Company (Firm N	Jame)	-
San Diego	, <u>_</u> CA		that information provided
(County) herein is true and correct This d	(State) ocument was executed on this 11th	day of June	, 20. <u>24</u>
(Authorized Signed		(Print Authorized Signat	Jure Name)

EOC Work Force Report (rev. 08/2018)

Form Number: BB05

#### WORK FORCE REPORT – Page 2

NAME OF FIRM: Hazard Construction

DATE: June 11, 2024

San Diego

OFFICE(S) or BRANCH(ES): N/A

INSTRUCTIONS: For each occupational category, indicate number of males and females in every ethnic group. Total columns in row provided. Sum of all totals should be equal to your total work force. Include all those employed by your company on either a full or part-time basis. The following groups are to be included in ethnic categories listed in columns below:

- (1) Black or African-American
- (2) Hispanic or Latino
- (3) Asian
- (4) American Indian or Alaska Native

(5) Native Hawaiian or Pacific Islander

COUNTY:

- (6) White (a)
- (7) Other race/ethnicity; not falling into other groups

Definitions of the race and ethnicity categories can be found on Page 4

ADMINISTRATION Af	(1 Blac Afri Amer	k or can	Hispa	2) nic or ino	(: Asi	3) ian	(2 Amer Indian Alas	rican / Nat.		5) tific nder			(7) Other Race/ Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Management & Financial			1		1						5			
Professional			2								5		1	
A&E, Science, Computer			3								4		1	
Technical														
Sales							6.100							
Administrative Support			2	3		1					5	5		
Services			1								1			
Crafts			2								13			
Operative Workers														
Transportation	2		1		1						11			
Laborers*														

\*Construction laborers and other field employees are not to be included on this page

Totals Each Column	2	0	12	3	2	1	0	0	0	0	44	5	2	0
--------------------	---	---	----	---	---	---	---	---	---	---	----	---	---	---

Grand Total All Employees

71

Indicate by Gender and Ethnicity the Number of Above Employees Who Are Disabled:

Disabled				
Non-Profit Organizations Only:		 		
Board of Directors				
Volunteers				
Artists				

#### WORK FORCE REPORT – Page 3

NAME OF FIRM: Hazard Construction Companies

DATE: June 11, 2024

OFFICE(S) or BRANCH(ES): N/A

COUNTY: San Diego

INSTRUCTIONS: For each occupational category, indicate number of males and females in every ethnic group. Total columns in row provided. Sum of all totals should be equal to your total work force. Include all those employed by your company on either a full or part-time basis. The following groups are to be included in ethnic categories listed in columns below:

- (1) Black or African-American
- (2) Hispanic or Latino
- (3) Asian
- (4) American Indian or Alaska Native

- (5) Native Hawaiian or Pacific Islander
- (6) White
- (7) Other race/ethnicity; not falling into other groups

Definitions of the race and ethnicity categories can be found on Page 4

TRADE OCCUPATIONAL CATEGORY	Blac Afr	1) ck or ican erican	His	2) panic atino		3) ian	Ame Ind N	4) erican lian/ at. skan	Pa	5) cific nder	(d Wh	6) iite	() Other Ethn	Race/
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Brick, Block or Stone Masons														
Carpenters			8								4		1	
Carpet, Floor & Tile Installers Finishers														
Cement Masons, Concrete Finishers														
Construction Laborers	1		27								5		1	
Drywall Installers, Ceiling Tile Inst														
Electricians														
Elevator Installers														
First-Line Supervisors/Managers														
Glaziers														
Helpers; Construction Trade														
Millwrights														
Misc. Const. Equipment Operators	1		22								17			
Painters, Const. & Maintenance														
Pipelayers, Plumbers, Pipe & Steam Fitters														
Plasterers & Stucco Masons														
Roofers														
Security Guards & Surveillance Officers														
Sheet Metal Workers														
Structural Metal Fabricators & Fitters														
Welding, Soldering & Brazing Workers														
Workers, Extractive Crafts, Miners				<u> </u>										
Totals Each Column	2	0	57	0	0	0	0	0	0	0	26	0	2	0
Grand Total All Employees Iindicate By Gender and Ethnicity the N	Jumber	87 of Abo	ve Emp	oloyees	Who A	re Disa	abled:							
Disabled														

EOC Work Force Report (rev. 08/2018)

Form Number: BB05

# **Appendix G – Hazard Construction Engr LLC Corporate Resume**



# **CORPORATE RESUME**

The following is provided for your review of our qualifications and history:

COMPANY NAME:	HAZARD CONSTRUCTION ENGR LLC
DESCRIPTION:	A leading general engineering contracting firm specializing in construction, management and site development.
HOME OFFICE:	10529 Vine Street Lakeside, CA 92040 (858) 587-3600 Phone (858) 453-6034 Fax
WEBSITE:	www.hazardconstruction.com
E-MAIL:	Jmordhorst@hazardcon.com
CORPORATE OFFICERS:	Jason A. Mordhorst, President William S. Rogers, Executive Vice President/ Asst. Secretary Emmanuel C. Gavino, CFO/Treasurer/Secretary Mark P. Thunder, Vice President of Field Operations Bryan Seeger, Vice President of Estimating
YEAR INCORPORATED:	A California Corporation since 2018 1926 as R.E. Hazard Contracting Company 1998 as Hazard Construction Company (Parent Company) 2018 as Hazard Construction ENGR LLC
NUMBER OF EMPLOYEES:	71 Administration Employees / 87 Trade Employees
ANNUAL VOLUME:	\$70 - \$100 Million (Hazard Companies)
PRINCIPAL MARKET:	Southern California
LICENSES:	State of California License No. 1038899 Type: A / C31 Issued: 2018
SELF-PERFORMED WORK CAPABILITIES:	Construction Management Site Grading and Import Infrastructure Improvements Underground Utilities Asphalt Concrete Paving Concrete Structures Bridge Structures

#### INSURANCE AND BONDING AGENTS:

Insurance Agent:	C3 Risk Insurance & Services 404 Camino Del Rio South, Suite 410 San Diego, CA 92108 Contact: Doug Shea, CPL Phone: 619-233-8000 Cell: 858-248-0651 Email: doug@c3insurance.com Liability Policy No.: GLO110081006 Workmen's Comp. Policy No.: WC824841324				
Bond Company:	Nationwide 101 California Street, Suite 900 San Francisco, CA 94111 Contact: Gregory Wells, AFSB Phone: 720-889-1109 Cell: 720-633-7841 Email: gregory.wells@nationwide.	.com			
Bond Agent:	CMR Risk & Insurance Services, Attn: Kyle King, Attorney In-Fact 110 West A Street, Ste. 725 San Diego, CA 92101 Phone: 619-297-3160 x 89 Cell: 858-829-8716 Fax: 619-297-3111 Email: <u>kking@cmrris.com</u> Bond Rating: A+ XV Bond Premium: Less than 7 Bonding Capacity: \$80 Million	1%			
TRADE REFERENCES:	Vulcan Materials PO Box 3098 San Diego, CA 92117 (858) 530-9490	Attn: Tripp White			
	Clairemont Equipment Rentals PO Box 17500 San Diego, CA 92117 (858) 278-8351	Attn: Billie Pentico			
	Aggregate Products Inc. 9500 Beverly Road Pico Rivera, CA 90660-2135 (760) 285-6122	Attn: John Velez			
BANK REFERENCES:	ABB American Business Bank 2030 Main Street Ste. 250 Irvine, CA 92614 Attn: John Hartwig (949) 261-1122				

	<ul> <li>American Public Works Association         <ul> <li>2016 Project of the Year</li> <li>Associated General Contractors</li> <li>2008 General Engineering Contractor of the Year</li> <li>Engineering and General Contractors Association</li> <li>2011 General Contractor of the Year</li> <li>2006 General Contractor of the Year</li> <li>Caltrans – District 11</li> </ul> </li> </ul>
AWARDS:	<ul> <li>2012 Prime Contractor of the Year</li> <li>2011 Prime Contractor of the Year</li> <li>2011 Prime Contractor of the Year</li> <li>Risk Control Award of Excellence</li> <li>Building Industry Association</li> <li>Asphalt Pavement Association</li> </ul>
	<ul> <li>APWA American Public Works Association</li> <li>Creekside Park &amp; Franklin Ridge Park</li> <li>AGC Build San Diego Awards</li> <li>Good Business Award</li> <li>Creekside Park &amp; Franklin Ridge Park</li> <li>Emergency Vehicle Operations Course (EVOC)</li> </ul>

- Caltrans Excellence in Partnering Awards
  - 11-2N1144 SR78 CIP Rehab Glamis
  - 11-2N1164 SR186 Andrade
  - 11-4C0014 RT 7 Clean California

#### COMPETENCY STATEMENT:

On May 15, 1998, R.E. Hazard Contracting Company split its construction and real estate assets into two separate entities and established Hazard Construction Company to perform the construction activities.

The shareholders of Hazard Construction Company include a select group of employees.

Hazard Construction Company continues to perform all construction, management and site development activities at the same level of performance and integrity seen at R.E. Hazard Contracting Company.

R.E. Hazard Contracting Company/Hazard Construction Company has never petitioned for bankruptcy or defaulted so as to cause a loss to a surety. Hazard has never failed to complete a contract.

R.E. Hazard Contracting Company/Hazard Construction Company has performed over 5,000 Public Works and Private Infrastructure projects in Southern California for 90 years and is fully capable and qualified to perform any site development, golf course, roadway and/or bridge construction.

ANNUAL VOLUME:	2023	\$90,000,000.00
(LAST 5 YEARS)	2022	\$85,000.000.00
	2021	\$75,400,000.00
	2020	\$73,000,000.00
	2019	\$77,000,000.00

PROJECT MANAGEMENT AND ESTIMATING SOFTWARE:

- Viewpoint Construction Management
   Auto Cad
- Hard Dollar Estimating System
- AGTEK
- Primavera / P6 Scheduling
- Microsoft Project Scheduling

• B2W