

# City of San Diego

**CONTRACTOR'S NAME:** Hazard Construction ENGR, LLC.

**ADDRESS:** 10529 Vine Street, Lakeside, California 92040

**TELEPHONE NO.:** 858-587-3600

**FAX NO.:**

**CITY CONTACT:** Brittany Friedenreich, Senior Contract Specialist, Email: [BFriedenreic@sanidiego.gov](mailto:BFriedenreic@sanidiego.gov)

Phone No. (619) 533-3104

J. Kim / C. Cornelio / L. I. Russell

## BIDDING DOCUMENTS



**FOR**

## **DOWNTOWN      COMPLETE      STREET IMPLEMENTATION – PHASE 3A1**

BID NO.: **K-25-2321-DBB-3**

SAP NO. (WBS/IO/CC): **B-19144**

CLIENT DEPARTMENT: **2116**

COUNCIL DISTRICT: **3**

PROJECT TYPE: **IA,IL, IJ**

**THIS CONTRACT WILL BE SUBJECT TO THE FOLLOWING:**

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

**BID DUE DATE:**

**2:00 PM**

**SEPTEMBER 11, 2024**

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

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

## ENGINEER OF WORK

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

*Dayue Zhang*  
For City Engineer

8/1/2024  
Date

Seal:



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## REQUIRED DOCUMENTS SCHEDULE DURING BIDDING AND AWARDING

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

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

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

ITEM	DOCUMENT TO BE SUBMITTED	WHEN DUE	FROM
1.	Bid Bond (PDF via PlanetBids)	At Time of Bid	ALL BIDDERS
2.	Contractors Certification of Pending Actions	At Time of Bid	ALL BIDDERS
3.	Mandatory Disclosure of Business Interests	At Time of Bid	ALL BIDDERS
4.	Debarment and Suspension Certification for Prime Contractors	At Time of Bid	ALL BIDDERS
5.	Debarment and Suspension Certification for Subcontractors, Suppliers & Mfgs	At Time of Bid	ALL BIDDERS
6.	Bid Bond (Original)	By 5PM 1 working day after bid opening	ALL BIDDERS
7.	SLBE Good Faith Effort Documentation	By 5PM 3 working days after bid opening	ALL BIDDERS
8.	Form AA60 – List of Work Made Available	By 5PM 3 working days after bid opening with Good Faith Effort (GFE) documentation	ALL BIDDERS
9.	If the Contractor is a Joint Venture: <ul style="list-style-type: none"> <li>Joint Venture Agreement</li> <li>Joint Venture License</li> </ul>	Within 10 working days of receipt by bidder of contract forms	AWARDED BIDDER
10.	Payment & Performance Bond; Certificates of Insurance & Endorsements; and Signed Contract Agreement Page	Within 10 working days of receipt by bidder of contract forms and NOI	AWARDED BIDDER
11.	In-Use Off-Road Diesel Fueled Fleet Regulation (OFF-ROAD REGULATION) Compliance	Within 10 working days of receipt by bidder of contract forms and NOI	AWARDED BIDDER



ITEM	DOCUMENT TO BE SUBMITTED	WHEN DUE	FROM
12.	Listing of "Other Than First Tier" Subcontractors	Within 10 working days of receipt by bidder of contract forms	AWARDED BIDDER

## NOTICE INVITING BIDS

1. **SUMMARY OF WORK:** This is the City of San Diego's (City) solicitation process to acquire Construction services for **DOWNTOWN COMPLETE STREET IMPLEMENTATION – PHASE 3A1**. For additional information refer to Attachment A.
2. **FULL AND OPEN COMPETITION:** This solicitation is subject to full and open competition and may be bid by Contractors on the City's approved Prequalified Contractors List. For information regarding the Contractors Prequalified list visit the City's web site: <http://www.sandiego.gov>.
3. **ESTIMATED CONSTRUCTION COST:** The City's estimated construction cost for this project is **\$2,470,000.00**.
4. **BID DUE DATE AND TIME ARE: SEPTEMBER 11, 2024 at 2:00 PM.**
5. **PREVAILING WAGE RATES APPLY TO THIS CONTRACT:** Refer to Attachment D.
6. **LICENSE REQUIREMENT:** To be eligible for award of this contract, Prime contractor must possess the following licensing classification: **A**
7. **SUBCONTRACTING PARTICIPATION PERCENTAGES:** Subcontracting participation percentages apply to this contract.
  - 7.1. The City has incorporated **mandatory** SLBE-ELBE subcontractor participation percentages to enhance competition and maximize subcontracting opportunities. For the purpose of achieving the mandatory subcontractor participation percentages, a recommended breakdown of the SLBE and ELBE subcontractor participation percentages based upon certified SLBE and ELBE firms has also been provided to achieve the mandatory subcontractor participation percentages:

1. SLBE participation	<b>5.2%</b>
2. ELBE participation	<b>4.8%</b>
3. Total mandatory participation	<b>10.0%</b>
  - 7.2. The current list of Certified SLBE/ELBE Firms to be used for outreach for this project is posted to the Documents tab on PlanetBids.
  - 7.3. The Bid may be declared non-responsive if the Bidder fails to meet the following requirements:
    - 7.3.1. Include SLBE-ELBE certified subcontractors at the overall mandatory participation percentage identified in this document; OR
    - 7.3.2. Submit Good Faith Effort (GFE) documentation, saved in searchable Portable Document Format (PDF), demonstrating the Bidder made a good faith effort to conduct outreach to and include SLBE-ELBE Subcontractors as required in

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

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

## **8. NON-MANDATORY PRE-BID MEETING:**

### **8.1. ONLINE PRE-BID MEETING:**

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

The Pre-Bid Meeting will be held on **Wednesday, August 14, 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: 222 416 791 681

Passcode: 2NzrLC

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

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

[+1 945-468-5511,,447597628#](#) United States, Dallas

[Find a local number](#)

Phone conference ID: 447 597 628#

For organizers: [Meeting options](#) | [Reset dial-in PIN](#)

**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.

## **9. AWARD PROCESS:**

**9.1.** The Award of this contract is contingent upon the Contractor's compliance with all conditions of Award as stated within these documents and within the Notice of Intent to Award.

**9.2.** Upon acceptance of bids and determination of the apparent low bidder, the City will prepare the contract documents for execution within approximately 21 days of the date

of the bid opening. The City will then award the contract upon receipt of properly signed Contract, bonds, and insurance documents.

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

**10. SUBMISSION OF QUESTIONS:**

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

Brittany Friedenreich at [BFriedenreich@sandiego.gov](mailto:BFriedenreich@sandiego.gov)

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

**1. PREQUALIFICATION OF CONTRACTORS:**

- 1.1.** Contractors submitting a Bid must be pre-qualified for the total amount proposed, including all alternate items, prior to the date of submittal. Bids from contractors who have not been pre-qualified as applicable and Bids that exceed the maximum dollar amount at which contractors are pre-qualified may be deemed **non-responsive** and ineligible for award.
- 1.2.** The completed application must be submitted online no later than 2 weeks prior to the bid opening.
- 1.3. Joint Venture Bidders Cumulative Maximum Bidding Capacity:** For projects with an engineer's estimate of \$30,000,000 or greater, Joint Ventures submitting bids may be deemed responsive and eligible for award if the cumulative maximum bidding capacity of the individual Joint Venture entities is equal to or greater than the total amount proposed.
  - 1.3.1.** Each of the entities of the Joint Venture must have been previously prequalified at a minimum of \$15,000,000.
  - 1.3.2.** Bids submitted with a total amount proposed of less than \$30,000,000 are not eligible for Cumulative Maximum Bidding Capacity prequalification. To be eligible for award in this scenario, the Joint Venture itself or at least one of the Joint Venture entities must have been prequalified for the total amount proposed.
  - 1.3.3.** Bids submitted by Joint Ventures with a total amount proposed of \$30,000,000 or greater on a project with an engineer's estimate of less than \$30,000,000 are not eligible for Cumulative Maximum Bidding Capacity prequalification.
  - 1.3.4.** The Joint Venture designated as the Apparent Low Bidder shall provide evidence of its corporate existence and furnish good and approved bonds in the name of the Joint Venture within 14 Calendar Days of receipt by the Bidder of a form of contract for execution.
- 1.4.** Complete information and links to the on-line prequalification application are available at:  
  
<http://www.sandiego.gov/cip/bidopps/prequalification>
- 1.5.** Due to the City's responsibility to protect the confidentiality of the contractors' information, City staff will not be able to provide information regarding contractors' prequalification status over the telephone. Contractors may access real-time information about their prequalification status via their vendor profile on [PlanetBids.™](#)

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

time, for the bidder's submission to upload and be received by the City's eBidding system. It is the bidder's sole responsibility to ensure their bids are received on time by the City's eBidding system. The City of San Diego is not responsible for bids that do not arrive by the required date and time.

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

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

- 3.1.** The bidder, by submitting its electronic bid, acknowledges that doing so carries the same force and full legal effect as a paper submission with a longhand (wet) signature.
- 3.2.** By submitting an electronic bid, the bidder certifies that the bidder has thoroughly examined and understands the entire Contract Documents (which consist of the plans and specifications, drawings, forms, affidavits and the solicitation documents), and that by submitting the eBid as its bid proposal, the bidder acknowledges, agrees to and is bound by the entire Contract Documents, including any addenda issued thereto, and incorporated by reference in the Contract Documents.
- 3.3.** The Bidder, by submitting its electronic bid, agrees to and certifies under penalty of perjury under the laws of the State of California, that the certification, forms and affidavits submitted as part of this bid are true and correct.
- 3.4.** The Bidder agrees to the construction of the project as described in Attachment "A-Scope of Work" for the City of San Diego, in accordance with the requirements set forth herein for the electronically submitted prices. The Bidder guarantees the Contract Price for a period of 120 days from the date of Bid opening. The duration of the Contract Price guarantee shall be extended by the number of days required for the City to obtain all items necessary to fulfill all conditions precedent.

- 4. BIDS ARE PUBLIC RECORDS:** Upon receipt by the City, Bids shall become public records subject to public disclosure. It is the responsibility of the respondent to clearly identify any confidential, proprietary, trade secret or otherwise legally privileged information contained within the Bid. General references to sections of the California Public Records Act (PRA) will not suffice. If the Contractor does not provide applicable case law that clearly establishes that the requested information is exempt from the disclosure requirements of the PRA, the City shall be free to release the information when required in accordance with the PRA, pursuant to any other applicable law, or by order of any court or government agency, and the Contractor will hold the City harmless for release of this information.

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

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

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

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

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

**7. INSURANCE REQUIREMENTS:**

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

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

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

Title	Edition	Document Number
Standard Specifications for Public Works Construction ("The GREENBOOK") <a href="http://www.greenbookspecs.org/">http://www.greenbookspecs.org/</a>	2021	ECPI010122-01
City of San Diego Standard Specifications for Public Works Construction ("The WHITEBOOK")* <a href="https://www.sandiego.gov/ecp/edocref/greenbook">https://www.sandiego.gov/ecp/edocref/greenbook</a>	2021	ECPI010122-02
City of San Diego Standard Drawings* <a href="https://www.sandiego.gov/ecp/edocref/standarddraw">https://www.sandiego.gov/ecp/edocref/standarddraw</a>	2021	ECPI010122-03
Citywide Computer Aided Design and Drafting (CADD) Standards <a href="https://www.sandiego.gov/ecp/edocref/drawings">https://www.sandiego.gov/ecp/edocref/drawings</a>	2018	PWPI010119-04
California Department of Transportation (CALTRANS) Standard Specifications <a href="https://dot.ca.gov/programs/design/july-2023-ccs-standard-plans-and-standard-specifications">https://dot.ca.gov/programs/design/july-2023-ccs-standard-plans-and-standard-specifications</a>	2023	ECPD092023-05
CALTRANS Standard Plans <a href="https://dot.ca.gov/programs/design/july-2023-ccs-standard-plans-and-standard-specifications">https://dot.ca.gov/programs/design/july-2023-ccs-standard-plans-and-standard-specifications</a>	2023	ECPD092023-06



Title	Edition	Document Number
California Manual on Uniform Traffic Control Devices Revision 8 (CA MUTCD Rev 8) <a href="https://dot.ca.gov/programs/safety-programs/camutcd">https://dot.ca.gov/programs/safety-programs/camutcd</a>	2014	ECPD032324-07
<b>NOTE:</b> *Available online under Engineering Documents and References at: <a href="https://www.sandiego.gov/ecp/edocref/">https://www.sandiego.gov/ecp/edocref/</a> *Electronic updates to the Standard Drawings may also be found in the link above		

9. **CITY'S RESPONSES AND ADDENDA:** The City, at its discretion, may respond to any or all questions submitted in writing via the City's eBidding web site in the **form of an addendum**. No other responses to questions, oral or written shall be of any force or effect with respect to this solicitation. The changes to the Contract Documents through addenda are made effective as though originally issued with the Bid. The Bidders shall acknowledge the receipt of Addenda at the time of bid submission.
  
10. **CITY'S RIGHTS RESERVED:** The City reserves the right to cancel the Notice Inviting Bids at any time, and further reserves the right to reject submitted Bids, without giving any reason for such action, at its sole discretion and without liability. Costs incurred by the Bidder(s) as a result of preparing Bids under the Notice Inviting Bids shall be the sole responsibility of each bidder. The Notice Inviting Bids creates or imposes no obligation upon the City to enter a contract.
  
11. **CONTRACT PRICING:** This solicitation is for a Lump Sum contract with Unit Price provisions as set forth herein. The Bidder agrees to perform construction services for the City of San Diego in accordance with these contract documents for the prices listed below. The Bidder further agrees to guarantee the Contract Price for a period of 120 days from the date of Bid opening. The duration of the Contract Price guarantee may be extended, by mutual consent of the parties, by the number of days required for the City to obtain all items necessary to fulfill all contractual conditions.
  
12. **SUBCONTRACTOR INFORMATION:**
  - 12.1. **LISTING OF SUBCONTRACTORS.** In accordance with the requirements provided in the "Subletting and Subcontracting Fair Practices Act" of the California Public Contract Code, the Bidder shall provide the **NAME** and **ADDRESS** of each Subcontractor who will perform work, labor, render services or who specially fabricates and installs a portion [type] of the work or improvement, in an amount in excess of 0.5% of the Contractor's total Bid. The Bidder shall also state within the description, whether the subcontractor is a **CONSTRUCTOR, CONSULTANT** or **SUPPLIER**. The Bidder shall state the **DIR REGISTRATION NUMBER** for all subcontractors and shall further state within the description, the **PORTION** of the work which will be performed by each subcontractor under this Contract. The Contractor shall list only one Subcontractor for each portion of the Work. The **DOLLAR VALUE** of the total Bid to be performed shall be stated for all subcontractors listed. Failure to comply with this requirement may result in the Bid being rejected as **non-responsive** and ineligible for award. The Bidder's attention is directed to the Special Provisions – Section 3-2, "Self-Performance",

which stipulates the percent of the Work to be performed with the Bidders' own forces. The Bidder shall list all SLBE, ELBE, DBE, DVBE, MBE, WBE, OBE, SDB, WoSB, HUBZone, and SDVOSB Subcontractors for which Bidders are seeking recognition towards achieving any mandatory, voluntary (or both) subcontracting participation goals.

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

- 12.2. LISTING OF SUPPLIERS.** Any Bidder seeking the recognition of Suppliers of equipment, materials, or supplies obtained from third party Suppliers towards achieving any mandatory or voluntary (or both) subcontracting participation goals shall provide, at a minimum, the **NAME, LOCATION (CITY), DIR REGISTRATION NUMBER** and the **DOLLAR VALUE** of each supplier. The Bidder will be credited up to 60% of the amount to be paid to the Suppliers for materials and supplies unless vendor manufactures or substantially alters materials and supplies, in which case, 100% will be credited. The Bidder is to indicate within the description whether the listed firm is a supplier or manufacturer. If no indication is provided, the listed firm will be credited at 60% of the listed dollar value for purposes of calculating the Subcontractor Participation Percentage.
- 12.3. LISTING OF SUBCONTRACTORS OR SUPPLIERS FOR ALTERNATES.** For subcontractors or suppliers to be used on alternate items, bidder shall use the provided **“Subcontractors For Alternates”** form and shall indicate for each alternate subcontract whether it is an additive or deductive alternate; the subcontractor’s name, location, phone number, email address, CA license number, and DIR registration number; whether the subcontractor is a designer, constructor or supplier; the type of work the subcontractor will be performing; and the dollar value of the subcontract for that alternate item. Failure to comply with this requirement may result in the bid being rejected as nonresponsive and ineligible for award.
- 13. SUBMITTAL OF “OR EQUAL” ITEMS:** See Section 4-6, “Trade Names” in The WHITEBOOK and as amended in the SSP.
- 14. AWARD:**
- 14.1.** The Award of this contract is contingent upon the Contractor’s compliance with all conditions precedent to Award.
- 14.2.** Upon acceptance of a Bid, the City will prepare contract documents for execution within approximately 21 days of the date of the Bid opening and award the Contract approximately within 7 days of receipt of properly executed Contract, bonds, and insurance documents.

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

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

Original Bid Bond shall be submitted to:  
Purchasing & Contracting Department, Public Works Division  
1200 3rd Ave., Suite 200, MS 56P  
San Diego, California, 92101  
To the Attention of the Contract Specialist on the Front Page of this solicitation.

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

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

**21. BID RESULTS:**

- 21.1.** The availability of the bids on the City's eBidding system shall constitute the public announcement of the apparent low bidder. In the event that the apparent low bidder is subsequently deemed non-responsive or non-responsible, a notation of such will be made on the eBidding system. The new ranking and apparent low bidder will be adjusted accordingly.
- 21.2.** To obtain the bid results, view the results on the City's web site, or request the results by U.S. mail and provide a self-addressed, stamped envelope. If requesting by mail, be sure to reference the bid name and number. The bid tabulations will be mailed to you upon their completion. The results will not be given over the telephone.

**22. THE CONTRACT:**

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

who shall fulfill every condition precedent to award. A corporation designated as the Apparent Low Bidder shall furnish evidence of its corporate existence and evidence that the officer signing the Contract and bond for the corporation is duly authorized to do so.

- 23. EXAMINATION OF PLANS, SPECIFICATIONS, AND SITE OF WORK:** The Bidder shall examine carefully the Project Site, the Plans and Specifications, other materials as described in the Special Provisions, Section 3-9, "TECHNICAL STUDIES AND SUBSURFACE DATA", and the proposal forms (e.g., Bidding Documents). The submission of a Bid shall be conclusive evidence that the Bidder has investigated and is satisfied as to the conditions to be encountered, as to the character, quality, and scope of work, the quantities of materials to be furnished, and as to the requirements of the Bidding Documents Proposal, Plans, and Specifications.
- 24. CITY STANDARD PROVISIONS:** This contract is subject to the following standard provisions. See The WHITEBOOK for details.
- 24.1.** The City of San Diego Resolution No. R-277952 adopted on May 20, 1991 for a Drug-Free Workplace.
- 24.2.** The City of San Diego Resolution No. R-282153 adopted on June 14, 1993 related to the Americans with Disabilities Act.
- 24.3.** The City of San Diego Municipal Code §22.3004 for Contractor Standards.
- 24.4.** The City of San Diego's Labor Compliance Program and the State of California Labor Code §§1771.5(b) and 1776.
- 24.5.** Sections 1777.5, 1777.6, and 1777.7 of the State of California Labor Code concerning the employment of apprentices by contractors and subcontractors performing public works contracts.
- 24.6.** The City's Equal Benefits Ordinance (EBO), Chapter 2, Article 2, Division 43 of The San Diego Municipal Code (SDMC).
- 24.7.** The City's Information Security Policy (ISP) as defined in the City's Administrative Regulation 90.63.
- 25. PRE-AWARD ACTIVITIES:**
- 25.1.** The contractor selected by the City to execute a contract for this Work shall submit the required documentation as specified herein and in the Notice of Intent to Award. Failure to provide the information as specified may result in the Bid being rejected as **non-responsive**.
- 25.2.** The decision that bid is non-responsive for failure to provide the information required within the time specified shall be at the sole discretion of the City.

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

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 **Two Million Seven Hundred Seventy-Three Thousand Two Hundred Eighty-One Dollars and Ninety Cents (\$2,773,281.90)** for the faithful performance of the annexed contract, Downtown Complete Street Implementation - Phase 3A1 Bid No. K-25-2321-DBB-3 and in the sum of **Two Million Seven Hundred Seventy-Three Thousand Two Hundred Eighty-One Dollars and Ninety Cents (\$2,773,281.90)** for the benefit of laborers and materialmen designated below.

**Conditions:**

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

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

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

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

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

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

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

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

THE CITY OF SAN DIEGO

By: Stephen Samara

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

Date: 12/2/2024

APPROVED AS TO FORM

Mara W. Elliott, City Attorney

By: Ryan P. Gerrity

Print Name: RYAN P. GERRITY  
Deputy City Attorney

Date: 12/3/2024

CONTRACTOR Hazard Construction ENGR, LLC

By: Jason A. Mordhorst

Print Name: Jason A. Mordhorst, President

Date: 10/24/24

SURETY Nationwide Mutual Insurance Company

By: Alex Karaniwan  
Attorney-In-Fact

Print Name: Alex Karaniwan, Attorney-in-Fact

Date: 09/25/24

110 W A St, Ste 725, San Diego, CA 92101

Local Address of Surety

619-297-3160

Local Phone Number of Surety

\$16,640.00

Premium

7901134463

Bond Number



# Power of Attorney

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

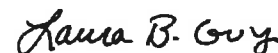


Notary Public  
My Commission Expires  
October 19, 2024

## 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 25th day of September, 2024.



Assistant Secretary

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT Civil Code § 1189

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

STATE OF CALIFORNIA

County of San Diego

On SEP 25 2024 before me, Grant Jacka, Notary Public,  
Date Insert Name of Notary exactly as it appears on the official seal

personally appeared Alex Karaniwan  
Name(s) of Signer(s)



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

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

Witness my hand and official seal.

Signature [Signature]  
Signature of Notary Public

Place Notary Seal Above

## OPTIONAL

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of 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: \_\_\_\_\_

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

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

RIGHT THUMBPRINT  
OF SIGNER

Top of thumb here

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

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

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

RIGHT THUMBPRINT  
OF SIGNER

Top of thumb here

## 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 California

County of San Diego

On October 4, 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.

 (SEAL)  
NOTARY PUBLIC SIGNATURE



## ATTACHMENTS

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

## **SCOPE OF WORK**

1. **SCOPE OF WORK:** Installation of curb ramps, resurfacing, cycle tracks, signing and striping along State St between Market St and Hawthorn St, and traffic signal modifications on State St at G St, Broadway, C St, A St, Ash St, and Grape St to provide bicycle signals.
  - 1.1. The Work shall be performed in accordance with:
    - 1.1.1. The Notice Inviting Bids and Plans numbered **41757-01-D** through **41757-26-D**, inclusive.
2. **LOCATION OF WORK:** The location of the Work is as follows:

See **Appendix E – Location Map**
3. **CONTRACT TIME:** The Contract Time for completion of the Work shall be **132 Working Days**.

**ATTACHMENT B**

**RESERVED**

**ATTACHMENT C**

**EQUAL OPPORTUNITY CONTRACTING PROGRAM**



## EQUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP)

### SECTION A - GENERAL REQUIREMENTS

#### A. INTRODUCTION.

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

#### B. GENERAL.

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

#### C. DEFINITIONS.

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

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

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

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

**1. Nondiscrimination in Contracting Ordinance.**

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

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

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

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

**E.**

**EQUAL EMPLOYMENT OPPORTUNITY OUTREACH PROGRAM.**

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

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

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

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

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

## **F. SUBCONTRACTING.**

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

steps to diversify and expand your Subcontractor solicitation base and to offer subcontracting opportunities to all eligible business firms including SLBEs, ELBEs, MBEs, WBEs, DBEs, DVBES, and OBEs.

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

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

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

**H. SUBCONTRACTOR AND SUPPLIER SUBSTITUTIONS.**

1. Listed Subcontractors and Suppliers shall not be substituted without the Express authorization of the City or its duly authorized agent.
2. Request for Subcontractor or Supplier substitution shall be made in writing to Purchasing & Contracting Department, Public Works Division, Attention

Contract Specialist, 1200 3rd Ave., Suite 200, MS 56P, San Diego, CA 92101 with a copy to the Engineer.

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

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

#### **I. PROMPT PAYMENT.**

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



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

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

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

**K. CERTIFICATION.**

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

**L.**

**CONTRACT RECORDS AND REPORTS.**

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

## **EQUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP)**

### **SECTION B - SLBE-ELBE SUBCONTRACTING REQUIREMENTS**

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

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

1. It is the City's policy to encourage greater availability, capacity development, and contract participation by SLBE and ELBE firms in City contracts. This policy is, in part, intended to further the City's compelling interest to stimulate economic development through the support and empowerment of the local community, ensure that it is neither an active nor passive participant in marketplace discrimination, and promote equal opportunity for all segments of the contracting community.
2. The City is committed to maximizing subcontracting opportunities for all qualified and available firms.
3. This policy applies to City-funded construction contracts. Bidders shall be fully informed of this policy as set forth in these specifications. Mandatory or voluntary subcontracting percentages, Bid Discounts, and restricted competitions are specified in the Contract Documents.
4. You shall make subcontracting opportunities available to a broad base of qualified Subcontractors and shall achieve the minimum SLBE-ELBE Subcontractor participation identified for your project.
5. Failure to subcontract the specified minimum (mandatory) percentages of the Bid to qualified available SLBE-ELBE Subcontractors will cause a Bid to be rejected as non-responsive unless the Bidder has demonstrated compliance with the affirmative steps as specified in the City's document titled "Small Local Business (SLBE) Program, INSTRUCTIONS FOR BIDDERS COMPLETING THE GOOD FAITH EFFORT SUBMITTAL" and has submitted documentation showing that all required positive efforts were made prior to the Bid submittal due date. The required Good Faith Effort (GFE) documentation shall be submitted to the Contract Specialist. The instructions for completing the good faith effort submittal can be found on the City's website:  
<https://www.sandiego.gov/sites/default/files/legacy/eoc/pdf/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 non-discounted Bid, the discounted Bid will be awarded the Contract.
- 3. Contracts valued over \$500,000 up to \$1,000,000 will be considered Minor Public Works Contracts and will be awarded through a competitive Bid process open only to City certified SLBE-ELBE firms. If there are no bidders or no responsible bidders, the Contract will be made available to all Bidders and will be subject to requirements listed in items 1 and 2 for Major Public Works Contracts above.
  - 4. Contracts valued at \$500,000 and below will also be considered Minor Public Works Contracts and will be awarded through a competitive bid process open only to City certified ELBEs unless there are less than 2 firms available at which it will be awarded through a competitive process open only to the City certified SLBE-ELBE firms. If there are no bidders or no responsible bidders, the Contract will be made available to all Bidders and subject to requirements listed in items 1 and 2 for Major Public Works Contracts above.

#### **E. JOINT VENTURES.**

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



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

**F. MAINTAINING PARTICIPATION LEVELS.**

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

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

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

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

**H. GOOD FAITH EFFORT DOCUMENTATION.**

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

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

**I. SUBCONTRACTOR SUBSTITUTION.**

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

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

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

**K. RESOURCES.**

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

## PREVAILING WAGE

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

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

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

**1.12. Exemptions for Small Projects.** There are limited exemptions for installation, alteration, demolition, or repair work done on projects of \$25,000 or less. The Contractor shall still comply with Labor Code sections 1720 et. seq. The only recognized exemptions are listed below:

**1.12.1.** Registration. The Contractor will not be required to register with the DIR for small projects. (Labor Code section 1771.1).

**1.12.2.** Certified Payroll Records. The records required in Labor Code section 1776 shall be required to be kept and submitted to the City of San Diego, but will not be required to be submitted online with the DIR directly. The Contractor will need to keep those records for at least three years following the completion of the Contract. (Labor Code section 1771.4).

**1.12.3.** List of all Subcontractors. The Contractor shall not be required to hire only registered subcontractors and is exempt from submitting the list of all subcontractors that is required in section 1.11. above. (Labor code section 1773.3).



**ATTACHMENT E**

**SUPPLEMENTARY SPECIAL PROVISIONS**

## SUPPLEMENTARY SPECIAL PROVISIONS

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

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

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

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

To item 47, “Holiday”, ADD the following:

Holiday	Observed On
Juneteenth	June 19

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

**Normal Working Hours:** Normal Working Hours shall be **7:00 AM to 5:00 PM, Monday through Friday**, inclusive. Saturdays, Sundays, and City Holidays are excluded. Unless otherwise specified on the Traffic Control Permits.

### SECTION 2 - SCOPE OF THE WORK

#### 2-2 PERMITS, FEES, AND NOTICES. To the “WHITEBOOK”, ADD the following:

2. The contractor will obtain the following permits:
  - a) Caltrans Encroachment Permit
  - b) MTS Right of Entry Permit

#### 2-2.2 Caltrans Encroachment Permit. To the “WHITEBOOK”, item 1, DELETE in its entirety and SUBSTITUTE with the following:

1. You shall apply and obtain the Caltrans Encroachment Permit.
  - a) You shall pay for and secure the permit prior to construction.
  - b) You shall arrange and pay for inspection as required by Caltrans.

**2-2.3 Payment.** To the "WHITEBOOK", item 2, DELETE in its entirety and SUBSTITUTE with the following:

2. The payment for applying and obtaining the Caltrans Encroachment Permit shall be included in the Allowance Bid item for "**Caltrans Encroachment Permit Submittal**" and shall include preparing plans and addressing Caltrans comments.

To the "WHITEBOOK", ADD the following:

3. The payment for applying and obtaining the MTS Right of Entry Permit shall be included in the Allowance Bid item for "**MTS Right of Entry Permit**" and shall include the detailed narrative work plan to MTS and addressing MTS comments.

### **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.

**3-7.6.1 Use of Computer Aided Drafting and Design.** To the "WHITEBOOK", Item 1, DELETE in its entirety and SUBSTITUTE the following:

1. Use AutoCAD 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. See example in **Appendix F - Sample Contractor's Daily Quality Control Inspection Report.**

### **SECTION 4 - CONTROL OF MATERIALS**

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

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

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

## **SECTION 5 – LEGAL RELATIONS AND RESPONSIBILITIES**

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

**5-4**           **INSURANCE.**

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

**5-4.1**       **Policies and Procedures.**

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

**5-4.2**       **Types of Insurance.**

**5-4.2.1**     **General Liability Insurance.**

1.       Commercial General Liability Insurance shall be written on the current version of the ISO Occurrence form CG 00 01 07 98 or an equivalent form providing coverage at least as broad.

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

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

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

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

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

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

workers' compensation or to undertake self-insurance, and that you will comply with these provisions before commencing the Work.

**5-4.2.7 Railroad Protective Liability Insurance.** Exclusions relating to performance of operations within the vicinity of any railroad, bridge, trestle, roadbed, tunnel, underpass, or cross shall be deleted from all policies to which they may apply. Alternatively, you may provide separate Railroad Protective Liability insurance providing coverage, including endorsements, equivalent to that required for the CGL described herein.

**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:

1. Ongoing operations performed by you or on your behalf,
2. your products,
3. your work, e.g., your completed operations performed by you or on your behalf, or
4. premises owned, leased, controlled, or used by you.

- 5-4.5.1.2 Primary and Non-Contributory Coverage.** The policy shall be endorsed to provide that the coverage with respect to operations, including the completed operations, if appropriate, of the Named Insured is primary to any insurance or self-insurance of the City and its elected officials, officers, employees, agents and representatives. Further, it shall provide that any insurance maintained by the City and its elected officials, officers, employees, agents and representatives shall be in excess of your insurance and shall not contribute to it.
- 5-4.5.1.3 Project General Aggregate Limit.** The policy or policies shall be endorsed to provide a Designated Construction Project General Aggregate Limit that will apply only to the Work. Only claims payments which arise from the Work shall reduce the Designated Construction Project General Aggregate Limit. The Designated Construction Project General Aggregate Limit shall be in addition to the aggregate limit provided for the products-completed operations hazard.
- 5-4.5.2 Workers' Compensation Insurance and Employers Liability Insurance.**
- 5-4.5.2.1 Waiver of Subrogation.** The policy or policies shall be endorsed to provide that the insurer will waive all rights of subrogation against the City and its respective elected officials, officers, employees, agents, and representatives for losses paid under the terms of the policy or policies and which arise from Work performed by the Named Insured for the City.
- 5-4.6 Deductibles and Self-Insured Retentions.** You shall disclose deductibles and self-insured retentions to the City at the time the evidence of insurance is provided. The City may require you to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.
- 5-4.7 Reservation of Rights.** The City reserves the right, from time to time, to review your insurance coverage, limits, deductibles, and self-insured retentions to determine if they are acceptable to the City. The City will reimburse you, without overhead, profit, or any other markup, for the cost of additional premium for any coverage requested by the Engineer, but not required by this Contract.
- 5-4.8 Notice of Changes to Insurance.** You shall notify the City, in writing, 30 days prior to any material change to the policies of insurance provided under this Contract. This written notice is in addition to the requirements of paragraph 6 of Section 5-4.1.
- 5-4.9 Excess Insurance.** Policies providing excess coverage shall follow the form of the primary policy or policies, including, all endorsements.
- 5-10.2.1 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.
9. "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).
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.

## **SECTION 6 – PROSECUTION AND PROGRESS OF THE WORK**

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

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

**ADD:**

**6-6.1.1**

### **Environmental Document.**

1. The City of San Diego has prepared a **Notice of Determination** for **Downtown San Diego Mobility Plan, SCH No. 2014121002**, as referenced in the Contract Appendix You shall comply with all requirements of the **Notice of Determination** as set forth in **Appendix A**.
2. Compliance with the City's environmental document shall be included in the Contract Price, unless separate bid items have been provided.

**6-9**

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

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

<b>Contract Value</b>	<b>Liquidated Damages Daily Amount</b>
Less than \$200,001	\$1,000
\$200,001 to \$500,000	\$1,500

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

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

### **7-3.9**

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

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

**TABLE 7-3.9  
FIELD ORDER LIMITS**

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

### **7-3.11**

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

This Contract **is not** 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 otherwise specified, 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:

**203-6.2.5.3 Fractionation.** 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 202 <sup>a</sup>	100
Fine (% passing the 3/8-inch sieve)	California Test 202 <sup>a</sup>	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 1 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)
Gyrator Compaction	AASHTO T 312

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:

**Table 203-6.2.5.5**

Quality Characteristic	Test method	Requirement
Uncorrected Binder Content (% within the average value reported) <sup>a</sup>	AASHTO T 308	±2.00
Specific gravity (within the average value reported)	AASHTO T 209	±0.06
Combined Aggregates Sand Equivalent (min)	California Test 217 or ASTM D2419	50

<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, 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  $\pm 3$  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  $\pm 2.00$  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  $7.0 \pm 1.0$  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.  $113 \pm 2$  degrees F for PG 58 for use of 25% RAP
    2.  $22 \pm 2$  degrees F for PG 64 for use of 15% RAP

3. 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.

**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 $\pm$ 10
No. 8	58-63	TV $\pm$ 10
No. 30	29-34	TV $\pm$ 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)
HMA	
Density based Method	s; 325 305-325

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

## 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 Contract Documents 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 Contract Documents.
7. You shall repair areas of distressed asphalt concrete pavement by milling or removing damaged areas of pavement to a minimum depth of 2 inches (50.8 mm) for residential streets and a minimum depth of 3 inches (76.2 mm) for all others except where specified otherwise in the Special Provisions and Contract Documents or as directed by the Engineer to expose firm and unyielding pavement as specified.
8. If, in order to achieve the minimum specified depth, the base material or native subgrade is exposed, you shall notify the Engineer the material shall be compacted to 95% relative compaction.
9. Compaction tests shall be made to ensure compliance with the specifications.
10. The QCP shall establish location and timing of compaction testing and shall be subject to approval by the Engineer. You shall reimburse the City for the cost of retesting failing compaction tests conducted as part of the City of San Diego Quality Assurance testing.
11. If additional base material is required, you shall use Class 2 aggregate base in accordance with 200-2.9.1, "Class 2 Aggregate Base (Scheduled, 10 Inch)" and "Class 2 Aggregate Base (Unscheduled, 10 Inch)" 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 Class 2 aggregate base, have been identified in the Contract Documents as "DO", Dig Out, also called Base Repairs.
14. When applicable, the areas and quantities shown in the Contract Documents 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 Class 2 aggregate Base material in accordance with 200-2.4, "Class 2 Aggregate Base (Scheduled, 10 Inch)" and "Class 2 Aggregate Base (Unscheduled, 10 Inch)".
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 Contract Documents 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 Class 2 aggregate base in accordance with 200-2.4, "Class 2 Aggregate Base

(Scheduled, 10 Inch)" and "Class 2 Aggregate Base (Unscheduled, 10 Inch)" or as directed by the Engineer.

- e. Recycled base material shall conform to Class 2 aggregate base material in accordance with 200-2.4, "Class 2 Aggregate Base (Scheduled, 10 Inch)" and "Class 2 Aggregate Base (Unscheduled, 10 Inch)".
- 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 the Contract Documents.
- h. Base repair areas where failed pavement is removed either by cold milling or by excavation shall be restored to existing pavement grade with "Class 2 Aggregate Base (Scheduled, 10 inch)" and "Class 2 Aggregate Base (Unscheduled, 10 Inch)" at 10 inches, and 8 inches of "Asphalt Concrete Base" shall be placed atop the layer of "Class 2 Aggregate Base (Scheduled, 10 Inch)" and "Class 2 Aggregate Base (Unscheduled, 10 Inch)" unless otherwise directed by the Engineer. These areas have been identified in the Contract Documents as "DO". The Crushed Miscellaneous Base shall be in accordance with 200-2.9, "Class 2 Aggregate Base (Scheduled, 10 Inch)" and "Class 2 Aggregate Base (Unscheduled, 10 Inch)". 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 Documents 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. Base repair with asphalt concrete base areas where failed pavement is removed either by cold milling or by excavation shall be restored to existing pavement grade with Asphalt Concrete Base at 8 inch (203.2mm) and a minimum of 2 or 3 inches of asphalt concrete shall be placed atop the layer of Asphalt Concrete Base unless otherwise directed by the Engineer. The asphalt concrete base shall be Type III-B3-PG 64-10 as specified in 203-6, "ASPHALT CONCRETE." The asphalt concrete shall be Type III-C2-PG 64-10 as specified in 203-6, "General". Base Repairs shall not exceed 25% RAP in content. Base Repairs with Asphalt Concrete Base shall not be performed except where directed by the Engineer.
- j. A Base repair identified prior to initiation of the preparatory work shall be considered scheduled.

- k. A base repair is considered unscheduled when it is not identified in the Contract Documents as "DO" prior to initiation of preparatory work or when you are directed by the Engineer to perform an unscheduled base repair for the proper placement of an asphalt overlay.
- l. At the end of each day the Contractor shall submit to the Engineer an itemized list of the asphalt pavement and base repair work completed. The list shall include but not be limited to the location of the work, the exact square footage of the repair, cubic yards of excavation, tons of asphalt concrete base placed, and tons of Class 2 aggregate 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 Contract Documents 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 the Contract Documents. The quantities shown in the Contract Documents 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 **"Excavate and Export (Scheduled, 18 Inch)"** and **"Excavate and Export (Unscheduled, 18 Inch)"**, **"Asphalt Concrete Base (Scheduled, 8 Inch)"** and **"Asphalt Concrete Base (Unscheduled, 8 Inch)"**, **"Class 2 Aggregate Base (Scheduled, 10 Inch)"** and **"Class 2 Aggregate Base (Unscheduled, 10 Inch)"**. No Payment shall be made for areas of over excavation as determined by the Engineer.
- 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 **"Excavate and Export (Scheduled, 18 Inch)"** or **"Excavate and Export (Unscheduled, 18 Inch)"**.
- 6. The payment for Excavation shall be paid at the Contract Unit Price for **"Excavate and Export (Scheduled, 18 Inch)"** or **"Excavate and Export (Unscheduled, 18 Inch)"**.

**(Unscheduled, 18 Inch)**” for each bank cubic yard of material removed. Proof of proper disposal and/or recycling at a legal site for quantities excavated shall be required in advance of payment as directed by the Engineer and shall be subject to approval by the Engineer for payment. No additional payment shall be made for milling, grinding, saw cutting, hauling, disposal of concrete, pavement fabric, rubberized material, steel reinforcement, or any other material.

7. 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:

1. Payment for Class 2 aggregate base material installed shall be made at the Contract Unit Price for **“Class 2 Aggregate Base (Scheduled, 10 Inch)”** and **“Class 2 Aggregate Base (Unscheduled, 10 Inch)”** per ton and includes all necessary works such as hauling, placement, and compaction as directed by the Engineer.

**SECTION 302 – ROADWAY SURFACING**

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

- c) RPMS shall only be placed when the ambient temperature is at least 50° F and rising. Do not place slurry seal if rain is imminent or the ambient temperature is expected to be below 32° within 24 hours after placement.

To the “WHITEBOOK”, ADD the following:

- d) The weather and temperature requirements listed in subsection c shall supersede those listed in section 37-3.01 C(5)(b) of the Caltrans Standard Specifications.

To the “WHITEBOOK”, item 2, subsection b, ADD the following:

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

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

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

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

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

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

**ADD:**

**302-4.12.5**

**Field Sampling and Testing.**

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

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



**302-5.2 Pavement Restoration Adjacent to Trench.** To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

**302-5.2 Pavement Restoration Adjacent to Trench Influence Zone.**

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

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

1. The payment for asphalt concrete pavement restoration outside of the trench influence zone shall be made on a tonnage basis in accordance with Section 302-5.9, "Measurement and Payment", and paid for under Bid Item **"Asphalt Concrete Overlay (2 Inch)"** unless separate Bid items have been provided. The following shall be included in the payment for **"Asphalt Concrete Overlay (2 Inch)"**
  - a) Saw-cutting existing edges.
  - b) Applying tack coat.
  - c) Placement, curing, and protection of new pavement.
2. The payment for removal of existing asphalt concrete pavement shall be made on square foot basis in accordance with Section 404-12, "Payment", and paid for under Bid Item **"Cold Mill AC Pavement (1 ½ Inch – 2 ½ Inch)"**.
3. The payment for base repair Work shall be made in accordance with Section 301-1.7, "Payment".

**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.

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

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

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

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

### **SECTION 303 – CONCRETE AND MASONRY CONSTRUCTION**

**303-5.9 Measurement and Payment.** To the "WHITEBOOK", item 5 DELETE in its entirety and SUBSTITUTE with the following:

7. The payment for additional removal, disposal, and replacement of sidewalk, including the demolition, removal, and disposal of any reinforcing steel encountered within existing sidewalks, and installation of patterned, colored, and decorative sidewalks in compliance with the Plans and Centre City Streetscape Manual shall be included in the Bid item for "**Additional Sidewalk Removal and Replacement**".

**303-5.10.2 Payment.** To the "WHITEBOOK", ADD the following:

6. The payment for trimming and reconstructing medians to be outside pedestrian paths of travel, including, but not limited to, all work, material, equipment, and labor associated with the removal and installation of medians, curb and gutter, pavement, and any other associated necessary work shall be included in the curb ramp bid items, and no additional payment shall be made therefor.
7. The payment for demolition, removal, and disposal of any reinforcing steel encountered within existing sidewalks and curb ramps shall be included in the curb ramp bid items, and no additional payment shall be made therefor.
8. The payment for installation of patterned, colored, and decorative concrete within the curb ramp area in compliance with the Plans and Centre City Streetscape Manual shall be included in the curb ramp bid items, and no additional payment shall be made therefor.

### **SECTION 306 – OPEN TRENCH CONDUIT CONSTRUCTION**

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

1. All Work under this section shall be subject to the applicable permanent resurfacing restoration requirements in accordance with the following City of San Diego Standard Drawings.
  - a) SDG-105, "Pavement Restoration General Notes"
  - b) SDG-107, "Pavement Restoration for Asphalt Concrete Surfaced Streets - Major Excavation"

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

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

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

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

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

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

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

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

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

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

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

The Contract Unit Price shall include excavation, backfill, disposal of all excess excavation, constructing inverts, furnishing and installing castings, restoration of the street surface (See **306-1 GENERAL** for permanent resurfacing requirements) and improvements including but not limited to sidewalk panel, and all other Work, excluding temporary resurfacing, necessary to construct the buried structure, complete in-place.

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

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

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

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

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

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

### **SECTION 307 - JACKING AND TUNNELING**

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

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

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

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

## SECTION 308 - MICROTUNNELING

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

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

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

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

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

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

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

**314-4.3.7 Payment.** To the "WHITEBOOK", ADD the following:

3. The payment for all work, material, labor, costs, and time associated with the installation of painted pavement markings in accordance with the Striping and Signing Plans will be made at the contract unit price for the following Bid Items:
  - a) Parking Space Markings
  - b) Parking Corral
4. The payment for all work, material, labor, costs, and time associated with the installation of green painted pavement markings per **Appendix K** and in

accordance with the Striping and Signing Plans will be made at the contract unit price for the following bid item **"Green Paint Treatment"**.

## **SECTION 315 - HORIZONTAL DIRECTIONAL DRILLING**

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

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

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

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

## **SECTION 400 – PROTECTION AND RESTORATION**

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

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

## SECTION 401 – REMOVAL

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

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

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

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

## SECTION 402 – UTILITIES

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

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

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

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

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

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

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

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

## 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.

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

**601-7**      **PAYMENT.** To the “WHITEBOOK”, ADD the following:

6.      The payment for all work, including material and labor costs and time associated with the installation of flexible delineators and aluminum anchor cups in accordance with 601-3.6.1 shall be made at the contract unit bid price for **Flexible Delineator** for each delineator installed. Flexible delineators and aluminum anchor cups will be installed per the specifications in **Appendix J**. Delineators shall be placed and installed at locations as specified in the attached Striping and Signing plans.
7.      The payment for all work, including material and labor costs and time associated with the installation of engineering grade reflective sheeting decals on flexible delineators shall be made at the contract unit bid price for **Reflective Sheeting Decals** for each reflective sheeting decal installed.

## SECTION 700 - MATERIALS

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

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

## SECTION 701 - CONSTRUCTION

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

- u)      The payment for furnishing and installing the pole foundation and base plate, the conduit from the adjacent pull box into the pole foundation, and the push button pole per MUTCD and Caltrans Standard Plans ES-7A shall be included in the following Bid item **“Pedestrian Push Button Pole and Foundation.”**



- v) The payment for furnishing and installing an ADA pushbutton onto existing pole and wiring to the signal controller shall be included in the following Bid item **"Pedestrian Push Button."**
- w) The payment for furnishing and installation of new signs and new posts, removal, reinstallation, and salvaging of existing signs and posts as shown on the Plans or as directed by the Engineer, in conformance with these Special Provisions shall be included in the Bid items:
  - i) "New Sign"
  - ii) "New Sign "and Post "
  - iii) "Remove and Salvage Existing Sign"
  - iv) "Removal of Existing Sign and Post"
- x) The payment for furnishing and installing a new electrical conduit into an existing pull box and restoring surrounding sidewalk shall be include in the Bid item **"Install Conduit into Existing Pull Box (CB)".**
- y) The payment for removing existing conductor from an existing pull box and furnishing and installing new conductors into the existing pull box and restoring surrounding sidewalk shall be include in the Bid item **"Remove Existing Conductor and Install Conductors (CC)".**
- z) The payment for furnishing and installing signs onto a traffic signal mast arm and/or on the pole shall be included in the Bid items:
  - i) "Sign Mounted on Pole"
  - ii) "Sign Mounted on Signal Mast Arm"
- aa) The payment for trenching, furnishing, and installing of electrical conduits, pull ropes, and pavement restoration of and adjacent to the trench shall be included in the Bid items:
  - i) "Two 3 Inch PVC Conduits in PCC Pavement Per City Standards"
  - ii) "Two 3 Inch PVC Conduits in AC Pavement Per City Standards"
- bb) The payment for furnishing and installing pedestrian and/or vehicular signal heads and frame onto a traffic signal pole or its traffic signal mast arm, and furnishing and installing the wiring of the equipment back to the controller cabinet, shall be included in the following Bid items:
  - i) "SV-1-T Vehicular Signal (One 3-Section Bicycle Heads with Signs)"
  - ii) "SV-2-TA Vehicular Signal (One 3-Section Bicycle Heads with Signs and One 3-Section Head)"
  - iii) "SV-2-TB Vehicular Signal (Two 3-Section Bicycle Heads with Signs)"

- iv) "SV-3-TB Vehicular Signal (Two 3-Section Bicycle Heads with Signs and One 3-Section Head)"
- v) "SV-3-TC Vehicular Signal (Two 3-Section Bicycle Heads with Signs and One 3-Section Head)"
- vi) "TV-3-T Vehicular Signal (Two 3-Section Bicycle Heads with Signs and One 3-Section Head)"
- vii) "TV-4-T Vehicular Signal (Two 3-Section Bicycle Heads with Signs and Two 3-Section Heads)"
- viii) "SP-1-T Pedestrian Signal with Frame"
- cc) The payment for furnishing and installing conductor cables into new conduit from the traffic signal equipment back to the controller cabinet shall be included in the Bid item **"#12 Conductor"**.
- dd) The payment for removing the existing controller cabinet from the existing foundation, furnishing and installing a new controller cabinet with all the auxiliary equipment necessary to operate the system on the existing controller cabinet foundation, the conduits from the adjacent pull box into the cabinet foundation, and the Controller Assembly per Section 700-3 and Table 700-3.1 of the City of San Diego Standard Specifications for Public Works Construction (the "WHITEBOOK"), and for furnishing and installing the wiring from the service meter to the controller cabinet, shall be included in the following Bid items:
  - i) "Type 336L Cabinet and 2010E Clip Conflict Monitor Unit"
  - ii) "Model 2070LX Controller with Q-Free MAXTIME Software"
- ee) The payment for furnishing and installing an arm extension to separate signal heads for clear visibility shall be included in the Bid item **"Signal Head Arm Extension"**.
- ff) The payment for furnishing and installing raised reflective pavement markers per specifications in Whitebook 700-9.5 shall be included in the Bid item **"Raised Reflective Pavement Markers"**.

## SECTION 901 – INSTALLATION AND CONNECTION

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

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

Restoration for Asphalt Concrete Surfaced Streets - Major Excavation", SDG-108, "Pavement Restoration for Concrete Surfaced Streets and Alleys - Major Excavation".

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

2. After the final connection is completed, you shall remove all temporary resurfacing, compact sub-grade and restore affected area with permanent resurfacing in accordance with the following City of San Diego Standard Drawings. Payment for pavement restoration, including influence area, shall be included in the associated Bid Items pertinent to the Work.
  - a) SDG-105, "Pavement Restoration General Notes"
  - b) SDG-107, "Pavement Restoration for Asphalt Concrete Surfaced Streets - Major Excavation"
  - c) SDG-108, "Pavement Restoration for Concrete Surfaced Streets and Alleys - Major Excavation"
  - d) SDG-117, "Pavement Restoration for Asphalt Concrete Surface Streets - Minor Excavation"
  - e) SDG-118, "Pavement Restoration for Concrete Surface Streets and Alleys - Minor Excavation"

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

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

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

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

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

**SUPPLEMENTARY SPECIAL PROVISIONS**

**APPENDICES**

**APPENDIX A**

**NOTICE OF DETERMINATION**



State of California—Natural Resources Agency  
CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE  
**2016 ENVIRONMENTAL FILING FEE CASH RECEIPT**

RECEIPT#

SD2016 0682

STATE CLEARING HOUSE # (If applicable)

2014121002

SEE INSTRUCTIONS ON REVERSE. TYPE OR PRINT CLEARLY

LEAD AGENCY

CIVIC SAN DIEGO

DATE

07/22/2016

COUNTY/STATE AGENCY OF FILING

San Diego

DOCUMENT NUMBER

\*20160134\*

PROJECT TITLE DOWNTOWN SAN DIEGO MOBILITY PLAN

PROJECT APPLICANT NAME

CIVIC SAN DIEGO

PHONE NUMBER

619-446-5372

PROJECT APPLICANT ADDRESS

401 B STREET, SUITE 400

CITY

SAN DIEGO

STATE

CA

ZIP CODE

92101

PROJECT APPLICANT (Check appropriate box):

☒ Local Public Agency

☐ School District

☐ Other Special District

☐ State Agency

☐ Private Entity

CHECK APPLICABLE FEES:

160134

☒ Environmental Impact Report (EIR)

\$3,070.00 \$ 0.00

☐ Mitigated/Negative Declaration (MND)(ND)

\$2,210.25 \$

☐ Application Fee Water Diversion (State Water Resources Control Board only)

\$850.00 \$

☐ Projects Subject to Certified Regulatory Programs (CRP)

\$1,043.75 \$

☒ County Administrative Fee

\$50.00 \$ 50.00

☐ Project that is exempt from fees

☐ Notice of Exemption (attach)

☐ CDFW No Effect Determination (attach)

☐ Other

\$

PAYMENT METHOD:

☐ Cash

☐ Credit

☒ Check

☐ Other

1322

TOTAL RECEIVED \$ 50.00

SIGNATURE

PRINTED NAME AND TITLE

Iris Aranda

Deputy



JUL 22 2016

Notice of Determination

BY A.C. TOPPES  
DEPUTY

Appendix D

To:

☐ Office of Planning and Research  
U.S. Mail: Street Address:  
P.O. Box 3044 1400 Tenth St., Rm 113  
Sacramento, CA 95812-3044 Sacramento, CA 95814

☒ County Clerk  
County of: San Diego (Records Division)  
Address: 1600 Pacific Highway, Room 260  
San Diego, CA 92101

From:

Public Agency: Civic San Diego  
Address: 401 B Street, Suite 400  
San Diego, CA 92101

Contact: Brad Richter  
Phone: (619) 446-5372

Lead Agency (if different from above):  
Civic San Diego on behalf of City of San Diego  
Address: 401 B Street, Suite 400  
San Diego, CA 92101

Contact: Brad Richter  
Phone: (619) 533-7115

160134

**SUBJECT: Filing of Notice of Determination in compliance with Section 21108 or 21152 of the Public Resources Code.**

State Clearinghouse Number (if submitted to State Clearinghouse): 2014121002

Project Title: Downtown San Diego Mobility Plan

Project Applicant: Civic San Diego

Project Location (include county): City of San Diego, County of San Diego

Project Description:

The proposed project includes the adoption of a freestanding Mobility Plan and amendments to the Transportation Chapter within the Downtown Community Plan. The existing Transportation Chapter would be replaced with a new transportation consistent with the Mobility Plan. This planning effort was undertaken to address the changing priorities and needs of the multi-modal network within the urban setting, bringing forth improved connections and access for transit riders, bicyclists, and pedestrians, while maintain roadway circulation for cars and commercial vehicles. The Mobility Plan provides for multi-modal transportation that connects to adjacent communities. This "layered network" is

This is to advise that the City of San Diego has approved the above  
(☒ Lead Agency or ☐ Responsible Agency)

described project on June 21, 2016 and has made the following determinations regarding the above  
(date)  
described project.

1. The project [☒ will ☐ will not] have a significant effect on the environment.
2. ☒ An Environmental Impact Report was prepared for this project pursuant to the provisions of CEQA.  
☐ A Negative Declaration was prepared for this project pursuant to the provisions of CEQA.
3. Mitigation measures [☒ were ☐ were not] made a condition of the approval of the project.
4. A mitigation reporting or monitoring plan [☒ was ☐ was not] adopted for this project.
5. A statement of Overriding Considerations [☒ was ☐ was not] adopted for this project.
6. Findings [☒ were ☐ were not] made pursuant to the provisions of CEQA.

This is to certify that the final EIR with comments and responses and record of project approval, or the negative Declaration, is available to the General Public at:

Civic San Diego, 401 B Street, Fourth Floor, San Diego, CA 92101

Signature (Public Agency): [Signature] Title: Asst. Vice President - Planning

Date: July 20, 2016

Date Received for filing at OPR: June 27, 2016

Authority cited: Sections 21083, Public Resources Code.  
Reference Section 21000-21174, Public Resources Code.

Revised 2011

**FILED IN THE OFFICE OF THE COUNTY CLERK**

San Diego County on JUL 22 2016  
Filed JUL 22 2016 Removed SEP 09 2016  
Returned to agency on SEP 09 2016  
Deputy A.C. TORRES





## **CEQA Filing Fee No Effect Determination**

**Applicant Name and Address:**

Brad Richter  
Civic San Diego  
401 B Street, Suite 400  
San Diego, CA 92101

**CEQA Lead Agency:** City of San Diego

**Project Name:** Downtown San Diego Mobility Plan

**CEQA Document Type:** Environmental Impact Report

**State Clearing House Number and/or local agency ID number:** SCH No. 2014121002

**Project Location:** City of San Diego - The Downtown Community Planning area is located in Downtown San Diego bounded by Laurel Street and Interstate 5 to the north; Interstate 5 to the east; 16th and Sigsbee streets to the south and San Diego Bay to the west.

**Brief Project Description:** The proposed project includes the adoption of a freestanding Mobility Plan and amendments to the Transportation Chapter within the Downtown Community Plan. The existing Transportation Chapter would be replaced with a new transportation consistent with the Mobility Plan. The plans provide for the enhanced pedestrian and bicycle facilities within existing developed roadways within established public rights-of-way.

**Determination:** Based on a review of the project as proposed, the Department of Fish and Wildlife has determined that for purposes of the assessment of CEQA filing fees (Fish and Game Code [FGC] Section 711.4(c)) the project has no effect on fish, wildlife or their habitat and the project as described does not require payment of a CEQA filing fee. This determination does not in any way imply that the project is exempt from CEQA and does not determine the significance of any potential project effects evaluated pursuant to CEQA.

Please retain this original determination for your records. Local lead agencies are required to file two copies of this determination with the county clerk at time of filing of the Notice of Determination (NOD) after the project is approved. State lead agencies are required to file two copies of this determination with the Office of Planning and Research (State Clearinghouse) at the time of filing the NOD. If you do not file a copy of this determination as appropriate with the county clerk or State Clearinghouse at the time of filing of the NOD, the appropriate CEQA filing fee will be due and payable.

Without a valid CEQA Filing Fee No Effect Determination form or proof of fee payment, the project will not be operative, vested, or final and any local permits issued for the project will be invalid, pursuant to FGC Section 711.4(c)(3).

DFW Approved By: Meredith Osborne Meredith Osborne Date: 07/20/2016

Title: Associate Biologist-Botany

*Conserving California's Wildlife Since 1870*

Recording Requested by  
and Mail to:

Centre City Development Corporation  
Attn: Planning Department  
225 Broadway, Suite 1100  
San Diego, CA 92101

**FILED**  
Gregory J. Smith, Recorder/County Clerk

MAR 17 2006

BY   
DEPUTY

019482  
FILED IN THE OFFICE OF THE COUNTY CLERK

San Diego County on MAR 17 2006

Posted MAR 17 2006 Removed

Returned to agency on

Denyiv

THIS SPACE FOR RECORDER'S USE ONLY

### **NOTICE OF DETERMINATION**

TO: County Clerk  
County of San Diego  
Records Division  
1600 Pacific Highway, Room 260  
San Diego, CA 92101

FROM: Centre City Development Corporation (CCDC)  
225 Broadway, Suite 1100  
San Diego, CA 92101

#### **Subject:**

Filing of Notice of Determination in Compliance with Section 21108 or 21152 of the Public Resources Code.

**Project Title:** San Diego Downtown Community Plan, Centre City Planned District Ordinance, and Tenth Amendment to the Redevelopment Plan for the Centre City Redevelopment Project.

SCH #2003041001

Alexandra Elias

(619) 235-2200

State Clearinghouse Number

Contact Person

Area Code/Telephone

**Project Location:** The area included in the Downtown Community Plan, Redevelopment Plan for the Centre City Redevelopment Project ("Redevelopment Plan"), and Centre City Planned District Ordinance ("PDO") covers the downtown area of the City of San Diego, west of Interstate 5.

**Project Description:** The Downtown Community Plan and Redevelopment Plan establish land use designations as well as goals and policies to govern development through the year 2030. The Centre City PDO provides more specific standards for future downtown development.

**Action:** On March 14, 2006, the Mayor signed the Resolution approving the Downtown Community Plan, pursuant to San Diego City Charter section 280(c) [Resolution No. 301264, which was passed by the City Council on February 28, 2006]. On February 28, 2006, the City Council also introduced the ordinance approving the Tenth Amendment to the Redevelopment Plan for the Centre City Redevelopment Project, and the Centre City PDO, which ordinances will be considered for adoption at a subsequent Council meeting and shall also be subject to the mayoral approval provisions of Charter section 280.

**Determination:** The Council of the City of San Diego has made the following determinations:

1. The project ☒ will ☐ will not have a significant effect on the environment.
2. ☒ An Environmental Impact Report was prepared for this project pursuant to the provisions of CEQA.  
☐ A Negative Declaration was prepared for this project pursuant to the provisions of CEQA.
3. Mitigation measures ☒ were ☐ were not made a condition of the approval of the project.
4. Findings and a Statement of Overriding Considerations ☒ were ☐ were not adopted for this project.

The Final Environmental Impact Report (FEIR) for the Downtown Community Plan, Centre City PDO, and Tenth Amendment to the Redevelopment Plan was certified on February 28, 2006 by Resolution No. 301265, which Resolution was also signed by the Mayor on March 14, 2006. The FEIR with comments and responses and record of project approval are available to the public at Centre City Development Corporation, 225 Broadway, Suite 1100, San Diego, CA 92101 and City of San Diego, City Clerk, 202 C Street, San Diego, CA 92101.

**Notice:** This Notice of Determination is filed and posted with respect to the City Council and Mayor's approval of the Downtown Community Plan, pursuant to CEQA Guidelines section 15094(a). A separate Notice of Determination will be filed and posted, pursuant to Section 15094(a), upon the City Council's adoption of the ordinances approving the Tenth Amendment to the Redevelopment Plan and the Centre City PDO and the Mayor's subsequent approval thereof.

Alexandra Elias, Senior Planner

Date

17 March 2006

CALIFORNIA DEPARTMENT OF FISH AND GAME  
**CERTIFICATE OF FEE EXEMPTION**

De Minimis Impact Finding

**Project Title/Location (include county):**

The area included in the Downtown Community Plan, Redevelopment Plan for the Centre City Redevelopment Project ("Redevelopment Plan"), and Centre City Planned District Ordinance ("PDO") covers the downtown area of the City of San Diego, west of Interstate 5.

**Project Description:**

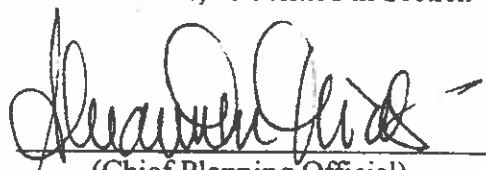
The Downtown Community Plan and Redevelopment Plan establish land use designations as well as goals and policies to govern development through the year 2030. The Centre City PDO provides more specific standards for future downtown development.

**Findings of Exemption (attach as necessary):**

An Environmental Impact Report was prepared for the project. The project site is a developed urban environment that does not contain wildlife resources. The project would not have adverse impact on wildlife resources and the De Minimis Impact finding can be made.

**Certification:**

I hereby certify that the public agency has made the above finding and that the project will not individually or cumulatively have an adverse effect on wildlife resources, as defined in Section 711.2 of the Fish and Game Code.

  
(Chief Planning Official)  
Title: Senior Planner  
Lead Agency: CCDC  
Date: 17 March 2006

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Section 711.4, Fish and Game Code  
DFG. 12/90

**APPENDIX B**

**FIRE HYDRANT METER PROGRAM**

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

1. **PURPOSE**

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

2. **AUTHORITY**

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

**Reference**

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

3. **DEFINITIONS**

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

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3.2 **Temporary Water Use:** Water provided to the customer for no longer than twelve (12) months.

3.3 **Backflow Preventor:** A Reduced Pressure Principal Assembly connected to the outlet side of a Fire Hydrant Meter.

#### 4. **POLICY**

4.1 The Water Department shall collect a deposit from every customer requiring a fire hydrant meter and appurtenances prior to providing the meter and appurtenances (see Section 7.1 regarding the Fees and Deposit Schedule). The deposit is refundable upon the termination of use and return of equipment and appurtenances in good working condition.

4.2 Fire hydrant meters will have a 2 ½" swivel connection between the meter and fire hydrant. The meter shall not be connected to the 4" port on the hydrant. All Fire Hydrant Meters issued shall have a Reduced Pressure Principle Assembly (RP) as part of the installation. Spanner wrenches are the only tool allowed to turn on water at the fire hydrant.

4.3 The use of private hydrant meters on City hydrants is prohibited, with exceptions as noted below. All private fire hydrant meters are to be phased out of the City of San Diego. All customers who wish to continue to use their own fire hydrant meters must adhere to the following conditions:

a. Meters shall meet all City specifications and American Water Works Association (AWWA) standards.

b. Customers currently using private fire hydrant meters in the City of San Diego water system will be allowed to continue using the meter under the following conditions:

1. The customer must submit a current certificate of accuracy and calibration results for private meters and private backflows annually to the City of San Diego, Water Department, Meter Shop.

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

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

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

##### Process for Issuance

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



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

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

#### 4.7 Relocation of Existing Fire Hydrant Meters

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

#### 4.8 Disconnection of Fire Hydrant Meter

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

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for removal of the meter.

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

## 5. **EXCEPTIONS**

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

## 6. **MOBILE METER**

- 6.1 Mobile meters will be allowed on a case by case basis. All mobile meters will be protected by an approved backflow assembly and the minimum requirement will be a Reduced Pressure Principal Assembly. The two types of Mobile Meters are vehicle mounted and floating meters. Each style of meters has separate guidelines that shall be followed for the customer to retain service and are described below:
  - a) **Vehicle Mounted Meters:** Customer applies for and receives a City owned Fire Hydrant Meter from the Meter Shop. The customer mounts the meter on the vehicle and brings it to the Meter Shop for

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

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

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

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

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

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## 7. **FEE AND DEPOSIT SCHEDULES**

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

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

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

- 8.1 Use of water from any fire hydrant without a properly issued and installed fire hydrant meter is theft of City property. Customers who use water for unauthorized purposes or without a City of San Diego issued meter will be prosecuted.
- 8.2 If any unauthorized connection, disconnection or relocation of a fire hydrant meter, or other connection device is made by anyone other than authorized Water Department personnel, the person making the connection will be prosecuted for a violation of San Diego Municipal Code, Section 67.15. In the case of a second offense, the customer's fire hydrant meter shall be confiscated and/or the deposit will be forfeited.
- 8.3 Unauthorized water use shall be billed to the responsible party. Water use charges shall be based on meter readings, or estimates when meter readings are not available.
- 8.4 In case of unauthorized water use, the customer shall be billed for all applicable charges as if proper authorization for the water use had been obtained, including but not limited to bi-monthly service charges, installation charges and removal charges.

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

**Water Department Director**

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

## **APPENDIX**

**Administering Division:** Customer Support Division

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

**Distribution:** DI Manual Holders



# Application for Fire Hydrant Meter (EXHIBIT A)

(For Office Use Only)

NS REQ	FAC#
DATE	BY

METER SHOP (619) 527-7449

## Meter Information

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

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

## Company Information

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

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

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

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

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

**Note:**

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



Date

Name of Responsible Party

Company Name and Address

Account Number: \_\_\_\_\_

Subject:           Discontinuation of Fire Hydrant Meter Service

Dear Water Department Customer:

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

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

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

Sincerely,

Water Department

## **APPENDIX C**

### **MATERIALS TYPICALLY ACCEPTED BY CERTIFICATE OF COMPLIANCE**

## **MATERIALS TYPICALLY ACCEPTED BY CERTIFICATE OF COMPLIANCE**

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

**APPENDIX D**

**SAMPLE CITY INVOICE**

City of San Diego, CM&FE Div., 9573 Chesapeake Drive, SD CA 92123

Project Name:

Work Order No or Job Order No.

City Purchase Order No.

Resident Engineer (RE):

RE Phone#:              Fax#:

Contractor's Name:

Contractor's Address:

Contractor's Phone #:

Contractor's fax #:

Contact Name:

Invoice No.

Invoice Date:

Billing Period: (    To    )

Trigger Asset	Item #	Item Description	Contract Authorization				Previous Totals To Date		This Estimate		Totals to Date		Amount Remaining
			Unit	Price	Qty	Extension	%/QTY	Amount	% / QTY	Amount	% / QTY	Amount	
	1				1.00	\$ -		\$0.00		\$0.00	0.00	\$0.00	\$ -
	2				1.00	\$ -		\$0.00		\$0.00	0.00%	\$0.00	\$ -
	3				1.00	\$ -		\$0.00		\$0.00	0.00%	\$0.00	\$ -
	4				1.00	\$ -		\$0.00		\$0.00	0.00%	\$0.00	\$ -
	5				1.00	\$ -		\$0.00		\$0.00	0.00%	\$0.00	\$ -
	6				1.00	\$ -		\$0.00		\$0.00	0.00%	\$0.00	\$ -
	7				1.00	\$ -		\$0.00		\$0.00	0.00%	\$0.00	\$ -
	8				1.00	\$ -		\$0.00		\$0.00	0.00%	\$0.00	\$ -
	5				1.00	\$ -		\$0.00		\$0.00	0.00%	\$0.00	\$ -
	6					\$ -		\$0.00		\$0.00	0.00%	\$0.00	\$ -
	7					\$ -		\$0.00		\$0.00	0.00%	\$0.00	\$ -
	8					\$ -		\$0.00		\$0.00	0.00%	\$0.00	\$ -
	9					\$ -		\$0.00		\$0.00	0.00%	\$0.00	\$ -
	10					\$ -		\$0.00		\$0.00	0.00%	\$0.00	\$ -
	11					\$ -		\$0.00		\$0.00	0.00%	\$0.00	\$ -
	12					\$ -		\$0.00		\$0.00	0.00%	\$0.00	\$ -
	13					\$ -		\$0.00		\$0.00	0.00%	\$0.00	\$ -
	14					\$ -		\$0.00		\$0.00	0.00%	\$0.00	\$ -
	15					\$ -		\$0.00		\$0.00	0.00%	\$0.00	\$ -
	16					\$ -		\$0.00		\$0.00	0.00%	\$0.00	\$ -
	17					\$ -		\$0.00		\$0.00	0.00%	\$0.00	\$ -
						\$ -		\$0.00		\$0.00	0.00%	\$0.00	\$ -
		CHANGE ORDER No.				\$ -		\$0.00		\$0.00	0.00%	\$0.00	\$ -
						\$ -		\$0.00		\$0.00	0.00%	\$0.00	\$ -
		Total Auhtorized Amount (Original)				\$ -		\$0.00		\$0.00		\$0.00	\$ -
		Total Authorized Amount (including approved Change Order)				\$ -		\$0.00		\$0.00	<b>Total Billed</b>	\$0.00	Total Amount Remaining
								\$0.00		\$0.00		\$ -	

SUMMARY

A. Original Contract Amount	\$0.00
B. Approved Change Order #00 Thru #00	\$0.00
C. Total Authorized Amount (A+B)	\$0.00
D. Total Billed to Date	\$0.00
E. Less Total Retention (5% of D )	\$0.00
F. Less Total Previous Payments	\$0.00
G. Payment Due Less Retention	\$0.00
H. Remaining Authorized Amount	\$0.00

I certify that the materials have been received by me, or services have been rendered, in the quality and quantity specified per the approved contracted amounts, and is approved for payment

Resident Engineer

Date

Construction Engineer

Date

Retention and/or Escrow Payment Schedule

Total Retention Required as of this billing (Item E)	\$0.00
Previous Retention Withheld in PO or in Escrow	\$0.00
Add'l Amt to Withhold in PO/Transfer in Escrow:	\$0.00
Amt to Release to Contractor from PO/Escrow:	\$0.00

Contractor Signature and Date: \_\_\_\_\_

1/10/2024 Rev

Downtown Complete Street Implementation - Phase 3A1  
K-25-2321-DBB-3

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

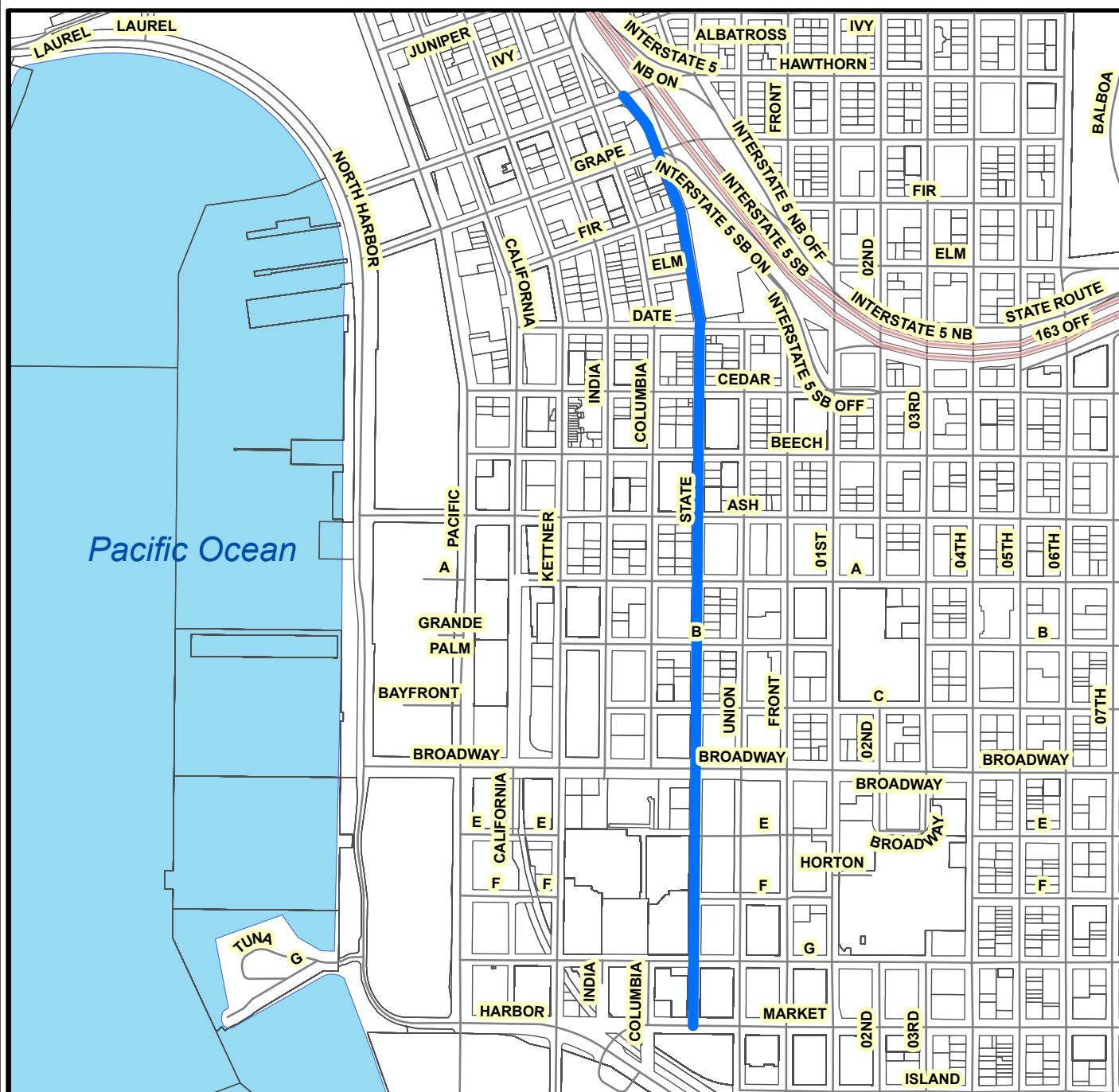
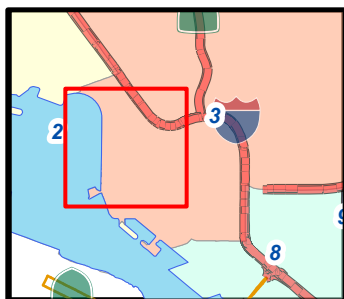
## Engineering & Capital Projects

## DOWNTOWN COMPLETE STREETS IMPLEMENTATION PHASE 3A1

## LOCATION MAP

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

Email: [engineering@sandiego.gov](mailto:engineering@sandiego.gov)



## Legend

— B19144 Downtown Complete Streets Implementation Phase 3A1



WBS NO: B19144

Date: 12/4/2023



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



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

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

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

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

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

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

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

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

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

Location and nature of defects:

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

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

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

Date's City Laboratory representative was present:

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

Verified the following:

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

Initials:

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

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

Quality Control Plan Administrator's Signature:

Date Signed:

\_\_\_\_\_

\_\_\_\_\_

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

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

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

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

Locations (Address Range/Cross Streets):

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

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

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

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

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

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

Pre-Mix (Per 100 Counts)

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

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

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

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

Machine Inspection

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

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

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

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

Spreader Box Inspection

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

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

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

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

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

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

Project Conditions

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

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

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

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

Communication to Client/ Resident Engineer

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

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

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

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

Test Lab

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

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

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

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

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

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

Notes

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

QCP Administrator Signature:

Date Signed:

\_\_\_\_\_

\_\_\_\_\_

**APPENDIX G**

**CALTRANS PERMIT**

ENCROACHMENT PERMIT

DOT TR-0120 (REV 05/2023)

Permit No.
11-24-6-TK-0411

In compliance with your application of <u>April 25, 2024</u>	Dist/Co/Rte/PM 11/SD/5/PM R16.92
Reference Documents:	Permit Approval Date May 14, 2024
<input type="checkbox"/> Utility Notice No. _____ of _____	Performance Bond Amount (1)      Payment Bond Amount (2)
<input type="checkbox"/> Agreement No. _____ of _____	\$0      \$0
<input type="checkbox"/> R/W Contract No. _____ of _____	Bond Company
<input type="checkbox"/> Project code (ID): _____ CFC #: _____	\$ N/A
<input type="checkbox"/> Applicant's Reference/ Utility Work Order No. _____	Bond Number (1)      Bond Number (2)
	\$ N/A      \$ N/A

TO: 

City Of San Diego  
C/O: Andrew Nicholas Clemente  
401 B St  
Suite 600  
San Diego CA 92101  
(619)798-8656

, PERMITTEE

and subject to the following, PERMISSION IS HEREBY GRANTED to:  
enter upon the State's Highway right-of-way in San Diego County, City of San Diego, on Route 5, post mile R16.92, to facilitate curb ramp improvements and pavement rehabilitation outside of the State's highway right-of-way and perform temporary traffic control within the State's highway right-of-way, as shown on the attached exhibits, in accordance with the requirements and conditions contained herein and as further directed or approved by the Department Engineer, Tony Karam, telephone number (858) 688-1396, or e-mail at [tony.karam@dot.ca.gov](mailto:tony.karam@dot.ca.gov).

The Department Engineer shall be notified seven days prior to starting work and prior to requesting a lane closure or an activity that may cause a traffic impact.

Add to the end of Standard Specifications 2023, Section 12-4.02C(3) Closure Requirements and Charts. Add closure chart nos. 1, 2, & 3.

A pre-construction meeting with the Department Engineer is required prior to start of any work under this permit.  
(CONTINUED)

THIS PERMIT IS NOT A PROPERTY RIGHT AND DOES NOT TRANSFER WITH THE PROPERTY TO A NEW OWNER.

The following attachments are also included as part of this permit (check applicable):	In addition to fee, the permittee will be billed actual costs for:
<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO General Provisions	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO Review
<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO Utility Maintenance Provisions	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO Inspection
<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO Storm Water Special Provisions	<input checked="" type="checkbox"/> YES Field Work (if any Caltrans effort expended)
<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO Special Provisions	As-built Plans are Required
<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO A Cal-OSHA Permit, if required: Permit No. _____	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO As-Built Plans Submittal Route Slip for Locally Advertised Projects	
<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO Storm Water Pollution Protection Plan	
<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO The information in the environmental documentation has been reviewed and considered prior to approval of this permit.	

This permit is void unless the work is completed before June 30, 2025  
This permit is to be strictly construed and no other work other than specifically mentioned is hereby authorized.  
No project work shall be commenced until all other necessary permits and environmental clearances have been obtained.

CC: #1: Tony Karam #2: TRAVIS M VALLES #3: Matthew Cordero #4:	APPROVED: <div>Everett Townsend, Acting District Director</div> BY <div><u>William O. Vivar</u> William O. Vivar (May 14, 2024 15:56 PDT)</div> <div>For Joy J Lee, District Permit Engineer</div>
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**CITY OF SAN DIEGO**  
**11-24-6-TK-0411**  
**PAGE TWO**

The Permittee and Permittee's Contractor acknowledge and ensure that the document listed below is submitted to the Department Field Engineer, reviewed by, and accepted by the Department prior to the preconstruction meeting and prior to scheduling authorized work/activities:

- Contractor Authorization Form TR-0429

<b>Chart No. 1</b> <b>Road Lane Requirement Hours</b>																									
County: SD	Direction: WB Hawthorn St.												PM:												
Closure Limits: At Rte. 5																									
FROM HOUR TO HOUR	24	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24
Mondays through Thursdays	1	1	1	1	1																		2	1	
Fridays	1	1	1	1	1																				
Saturdays																									
Sundays																							2	1	
<b>Legend:</b> <div style="display: flex; align-items: flex-start; margin-bottom: 5px;"> <div style="border: 1px solid black; width: 20px; height: 20px; margin-right: 5px; display: flex; align-items: center; justify-content: center; margin-bottom: 2px;">1</div> <div>Provide at least one through traffic lane open in direction of travel</div> </div> <div style="display: flex; align-items: flex-start; margin-bottom: 5px;"> <div style="border: 1px solid black; width: 20px; height: 20px; margin-right: 5px; display: flex; align-items: center; justify-content: center; margin-bottom: 2px;">2</div> <div>Provide at least two adjacent through lanes open in direction of travel</div> </div> <div style="display: flex; align-items: flex-start;"> <div style="border: 1px solid black; width: 20px; height: 20px; margin-right: 5px; display: flex; align-items: center; justify-content: center; margin-bottom: 2px;"></div> <div>Work permitted within project right of way where shoulder or lane closure is not required.</div> </div>																									
<b>REMARKS:</b>  <div style="border: 1px solid black; padding: 5px; min-height: 100px;"> <p><b>NOTE:</b> Place a PCMS (Portable Changeable Message Sign) on WB Hawthorn St.– warning the public of the road closure ahead</p> </div>																									

**Permit # 0411-(11-24-6TK)-SPSALEM-05-01-2024**



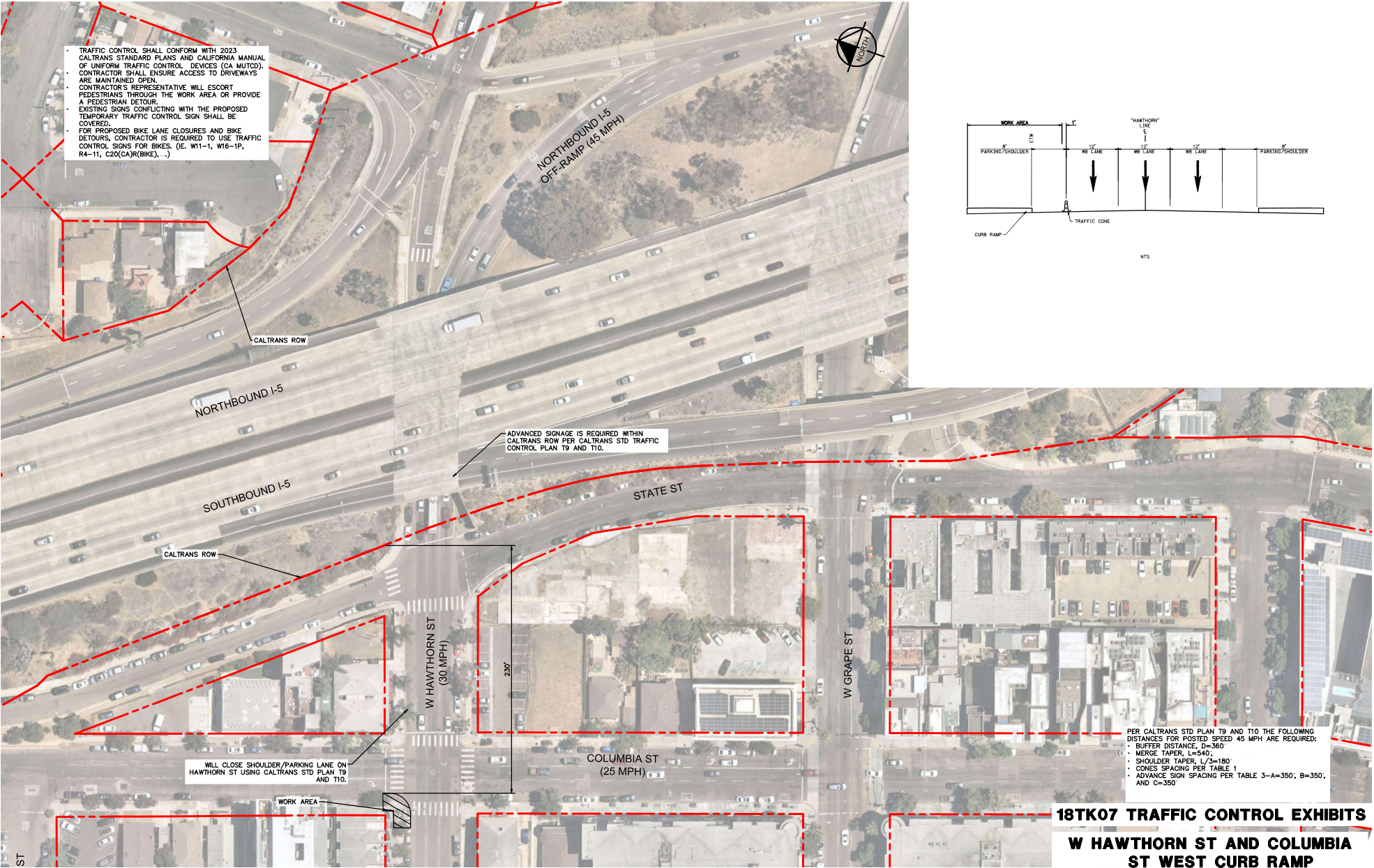
<b>Chart No. 2</b> <b>Road Lane Requirement Hours</b>																											
County: SD	Direction: EB Grape Street														PM:												
Closure Limits: At Rte. 5																											
FROM HOUR TO HOUR	24	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24		
Mondays through Thursdays	2	2	2	2	2																			2	2		
Fridays	2	2	2	2	2																						
Saturdays																											
Sundays																								2	2		
<b>Legend:</b> <div style="border: 1px solid black; display: inline-block; width: 20px; height: 15px; margin-right: 5px; text-align: center; line-height: 15px;">2</div> Provide at least two adjacent through lanes open in direction of travel  <div style="border: 1px solid black; display: inline-block; width: 20px; height: 15px; margin-right: 5px;"></div> Work permitted within project right of way where shoulder or lane closure is not required.																											
REMARKS:																											

**Permit # 0411-(11-24-6TK)-SPSALEM-05-01-2024**

<b>Chart No. 3</b> <b>Ramp Lane Requirement Hours</b>																											
County: SD								Route/Direction: 5 / NB								PM: R16.618											
Closure Limits: NB 5 Exit ramp to Hawthorn / Brant																											
FROM HOUR TO HOUR		24 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24																									
Mondays through Thursdays		<div style="display: flex; flex-wrap: wrap;"> <div style="width: 25px; text-align: center;">1</div> <div style="width: 25px; text-align: center;">1</div> <div style="width: 25px; text-align: center;">1</div> <div style="width: 25px; text-align: center;">1</div> <div style="width: 25px; text-align: center;">1</div> <div style="width: 25px; text-align: center;"></div> <div style="width: 25px; text-align: center;"></div> <div style="width: 25px; text-align: center;"></div> <div style="width: 25px; text-align: center;"></div> <div style="width: 25px; text-align: center;"></div> <div style="width: 25px; text-align: center;"></div> <div style="width: 25px; text-align: center;"></div> <div style="width: 25px; text-align: center;"></div> <div style="width: 25px; text-align: center;"></div> <div style="width: 25px; text-align: center;"></div> <div style="width: 25px; text-align: center;"></div> <div style="width: 25px; text-align: center;"></div> <div style="width: 25px; text-align: center;"></div> <div style="width: 25px; text-align: center;"></div> <div style="width: 25px; text-align: center;"></div> <div style="width: 25px; text-align: center;"></div> <div style="width: 25px; text-align: center;"></div> <div style="width: 25px; text-align: center;"></div> <div style="width: 25px; text-align: center;"></div> <div style="width: 25px; text-align: center;"></div> <div style="width: 25px; text-align: center;"></div> <div style="width: 25px; text-align: center;">1</div> <div style="width: 25px; text-align: center;">1</div> </div>																									
Fridays		<div style="display: flex; flex-wrap: wrap;"> <div style="width: 25px; text-align: center;">1</div> <div style="width: 25px; text-align: center;">1</div> <div style="width: 25px; text-align: center;">1</div> <div style="width: 25px; text-align: center;">1</div> <div style="width: 25px; text-align: center;">1</div> <div style="width: 25px; text-align: center;"></div> <div style="width: 25px; text-align: center;"></div> <div style="width: 25px; text-align: center;"></div> <div style="width: 25px; text-align: center;"></div> <div style="width: 25px; text-align: center;"></div> <div style="width: 25px; text-align: center;"></div> <div style="width: 25px; text-align: center;"></div> <div style="width: 25px; text-align: center;"></div> <div style="width: 25px; text-align: center;"></div> <div style="width: 25px; text-align: center;"></div> <div style="width: 25px; text-align: center;"></div> <div style="width: 25px; text-align: center;"></div> <div style="width: 25px; text-align: center;"></div> <div style="width: 25px; text-align: center;"></div> <div style="width: 25px; text-align: center;"></div> <div style="width: 25px; text-align: center;"></div> <div style="width: 25px; text-align: center;"></div> <div style="width: 25px; text-align: center;"></div> <div style="width: 25px; text-align: center;"></div> <div style="width: 25px; text-align: center;"></div> <div style="width: 25px; text-align: center;"></div> <div style="width: 25px; text-align: center;"></div> </div>																									
Saturdays		<div style="display: flex; flex-wrap: wrap;"> <div style="width: 25px; text-align: center;"></div> <div style="width: 25px; text-align: center;"></div> <div style="width: 25px; text-align: center;"></div> <div style="width: 25px; text-align: center;"></div> <div style="width: 25px; text-align: center;"></div> <div style="width: 25px; text-align: center;"></div> <div style="width: 25px; text-align: center;"></div> <div style="width: 25px; text-align: center;"></div> <div style="width: 25px; text-align: center;"></div> <div style="width: 25px; text-align: center;"></div> <div style="width: 25px; text-align: center;"></div> <div style="width: 25px; text-align: center;"></div> <div style="width: 25px; text-align: center;"></div> <div style="width: 25px; text-align: center;"></div> <div style="width: 25px; text-align: center;"></div> <div style="width: 25px; text-align: center;"></div> <div style="width: 25px; text-align: center;"></div> <div style="width: 25px; text-align: center;"></div> <div style="width: 25px; text-align: center;"></div> <div style="width: 25px; text-align: center;"></div> <div style="width: 25px; text-align: center;"></div> <div style="width: 25px; text-align: center;"></div> <div style="width: 25px; text-align: center;"></div> <div style="width: 25px; text-align: center;"></div> <div style="width: 25px; text-align: center;"></div> <div style="width: 25px; text-align: center;"></div> <div style="width: 25px; text-align: center;"></div> </div>																									
Sundays		<div style="display: flex; flex-wrap: wrap;"> <div style="width: 25px; text-align: center;"></div> <div style="width: 25px; text-align: center;"></div> <div style="width: 25px; text-align: center;"></div> <div style="width: 25px; text-align: center;"></div> <div style="width: 25px; text-align: center;"></div> <div style="width: 25px; text-align: center;"></div> <div style="width: 25px; text-align: center;"></div> <div style="width: 25px; text-align: center;"></div> <div style="width: 25px; text-align: center;"></div> <div style="width: 25px; text-align: center;"></div> <div style="width: 25px; text-align: center;"></div> <div style="width: 25px; text-align: center;"></div> <div style="width: 25px; text-align: center;"></div> <div style="width: 25px; text-align: center;"></div> <div style="width: 25px; text-align: center;"></div> <div style="width: 25px; text-align: center;"></div> <div style="width: 25px; text-align: center;"></div> <div style="width: 25px; text-align: center;"></div> <div style="width: 25px; text-align: center;"></div> <div style="width: 25px; text-align: center;"></div> <div style="width: 25px; text-align: center;"></div> <div style="width: 25px; text-align: center;"></div> <div style="width: 25px; text-align: center;"></div> <div style="width: 25px; text-align: center;"></div> <div style="width: 25px; text-align: center;"></div> <div style="width: 25px; text-align: center;"></div> <div style="width: 25px; text-align: center;">1</div> <div style="width: 25px; text-align: center;">1</div> </div>																									
Legend: <div style="display: flex; margin-bottom: 10px;"> <div style="width: 20px; height: 20px; border: 1px solid black; margin-right: 5px;"></div> <div>1 Provide at least one through ramp traffic lane open in direction of travel</div> </div> <div style="display: flex;"> <div style="width: 20px; height: 20px; border: 1px solid black; margin-right: 5px;"></div> <div>Work is allowed within the highway where a shoulder or lane closure is not required.</div> </div>																											
REMARKS:																											

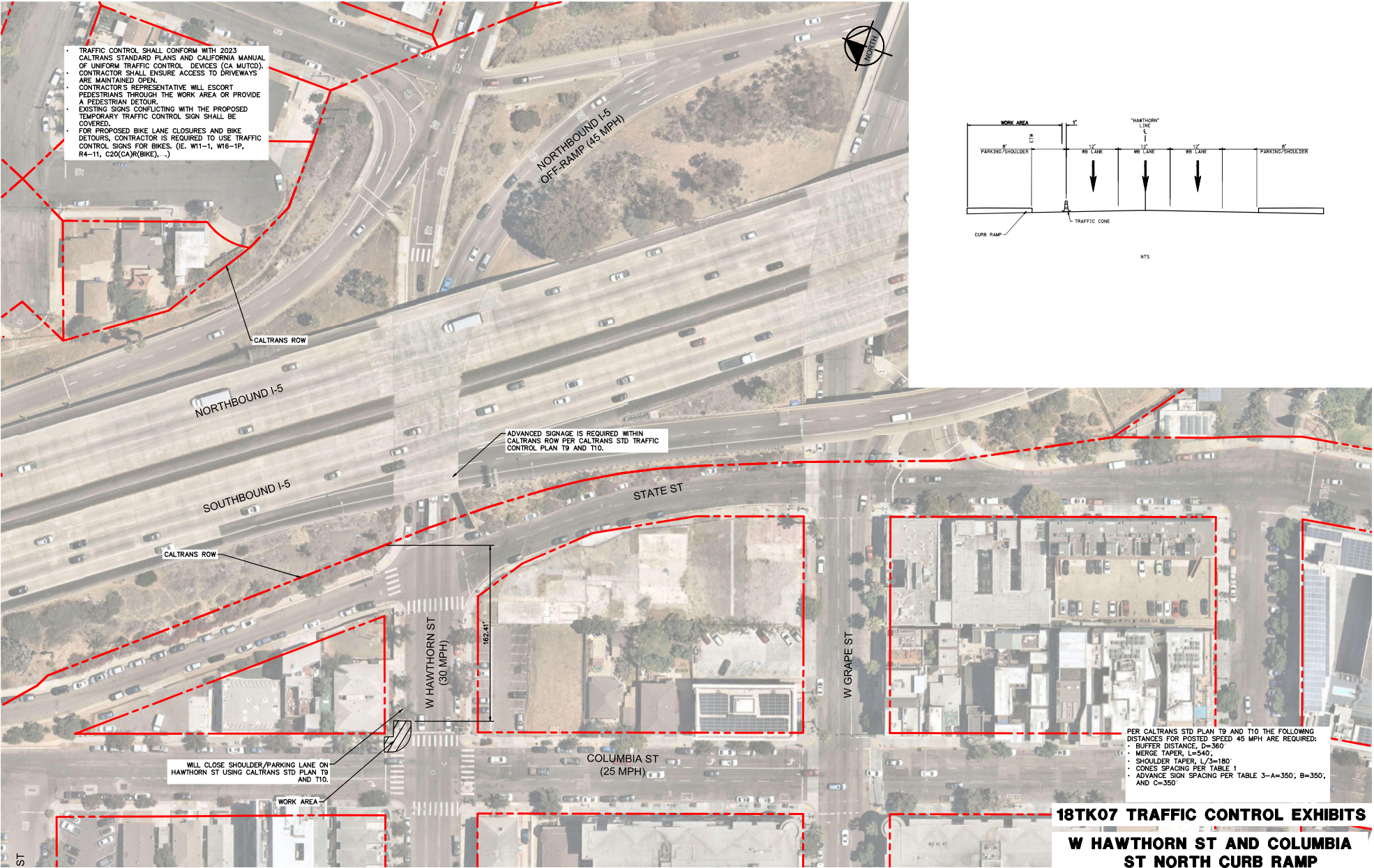
**Permit # 0411-(11-24-6TK)-SPSALEM-05-01-2024**

**APPROVED**  
By Matthew Cordero at 8:05 am, May 14, 2024



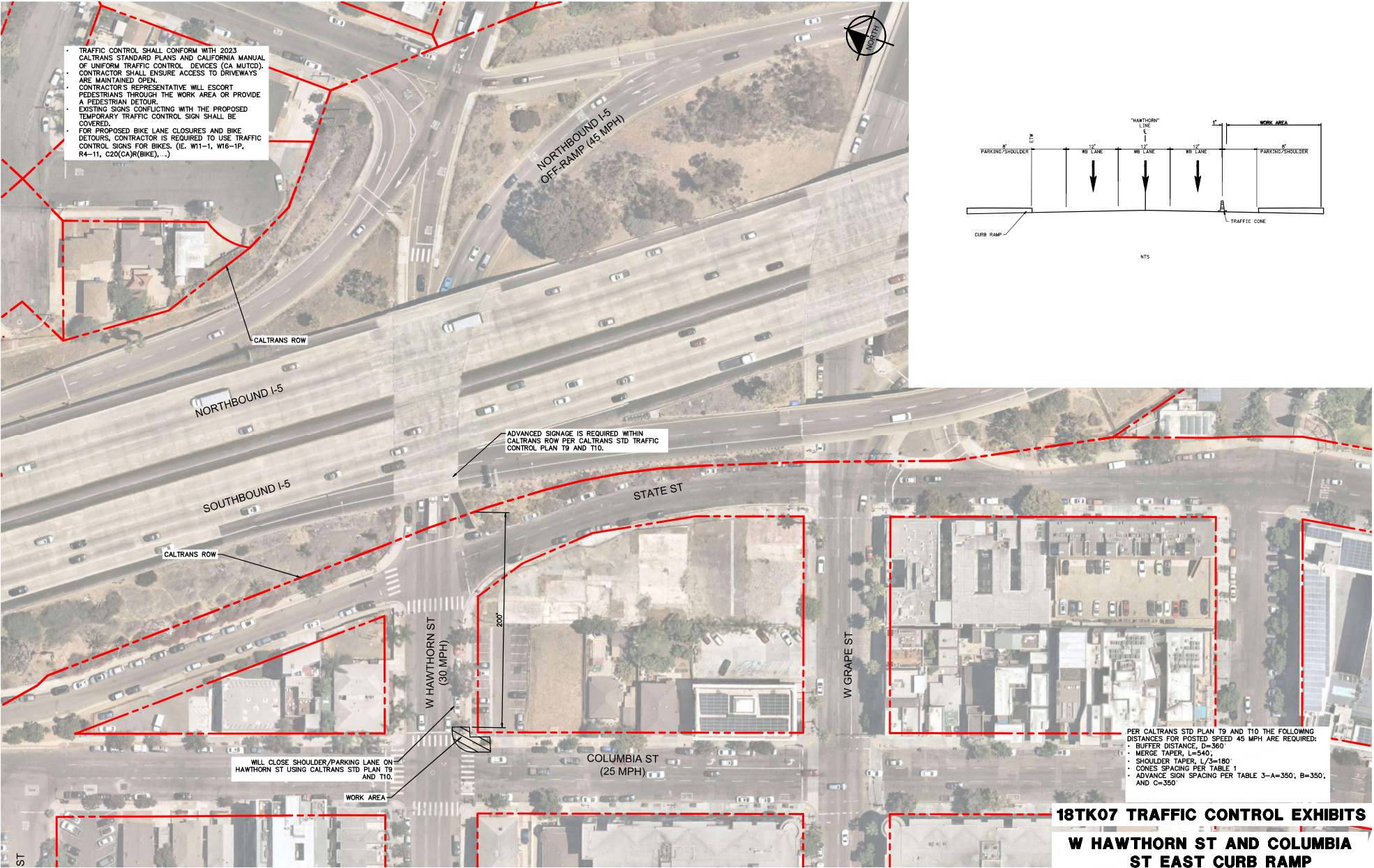


**APPROVED**  
By Matthew Cordero at 8:04 am, May 14, 2024

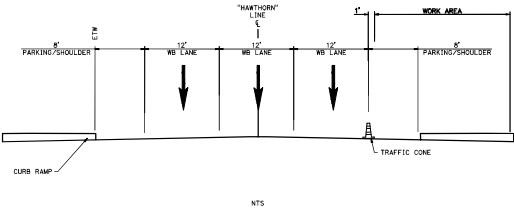
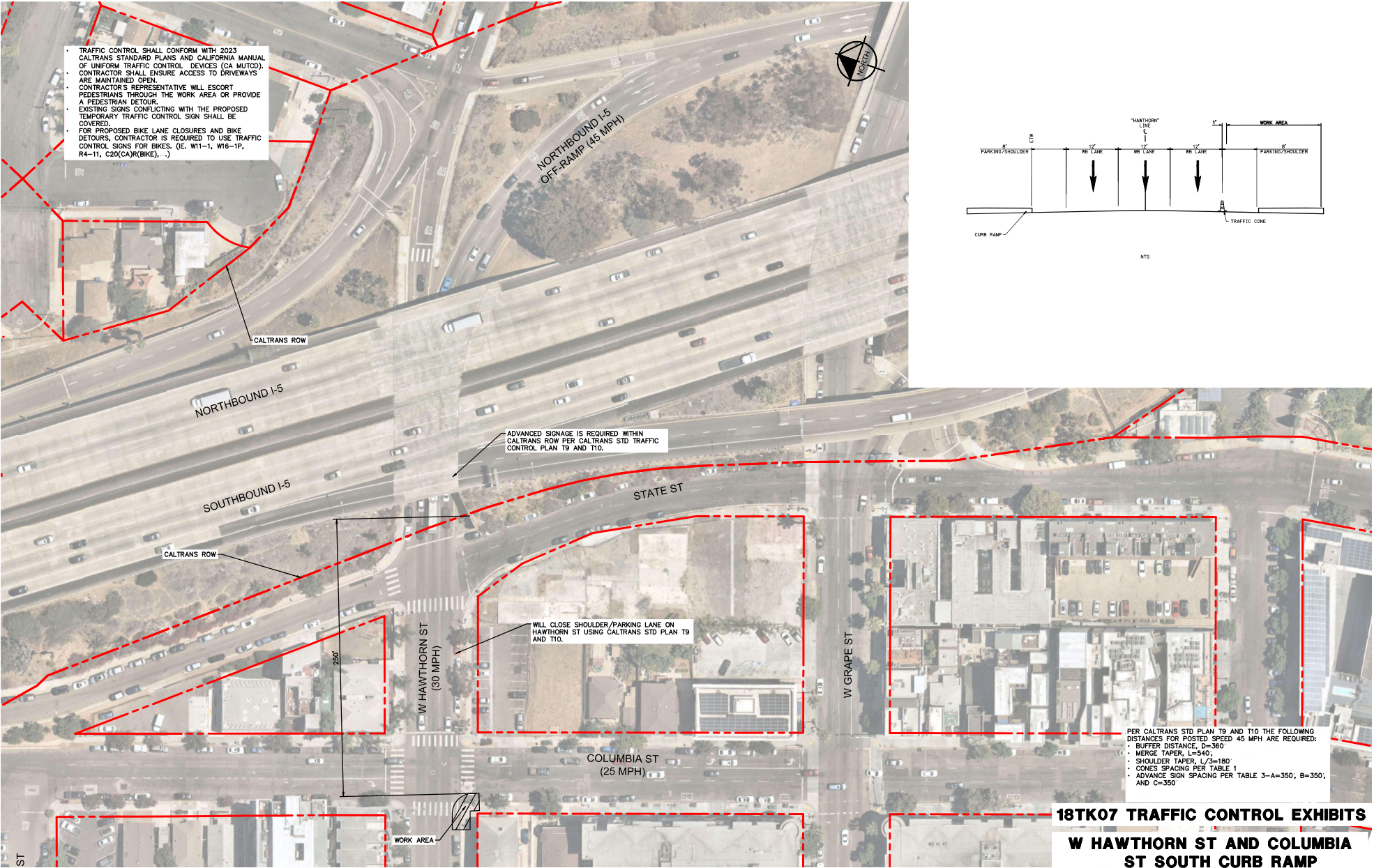




**APPROVED**  
By Matthew Cordero at 8:04 am, May 14, 2024

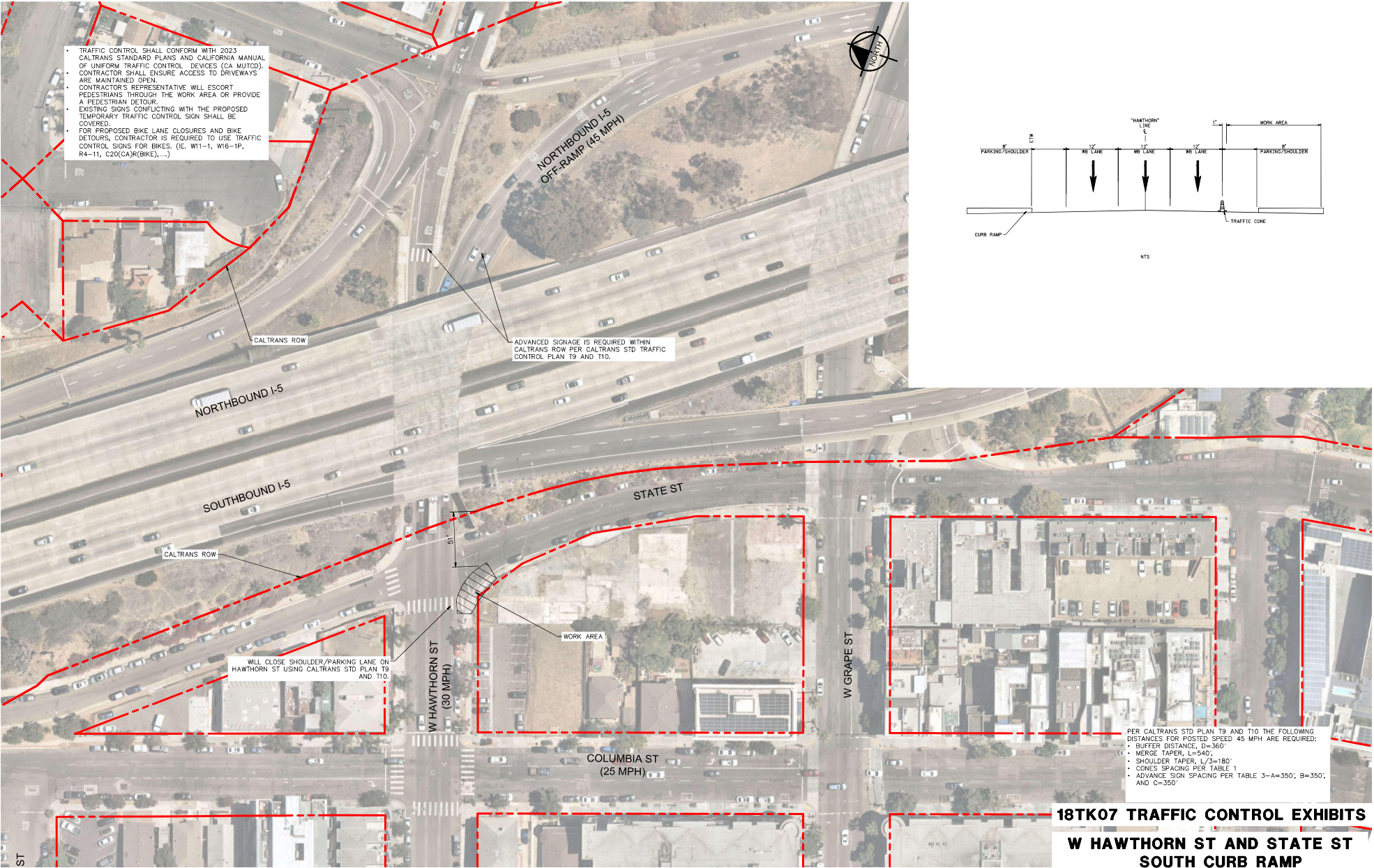








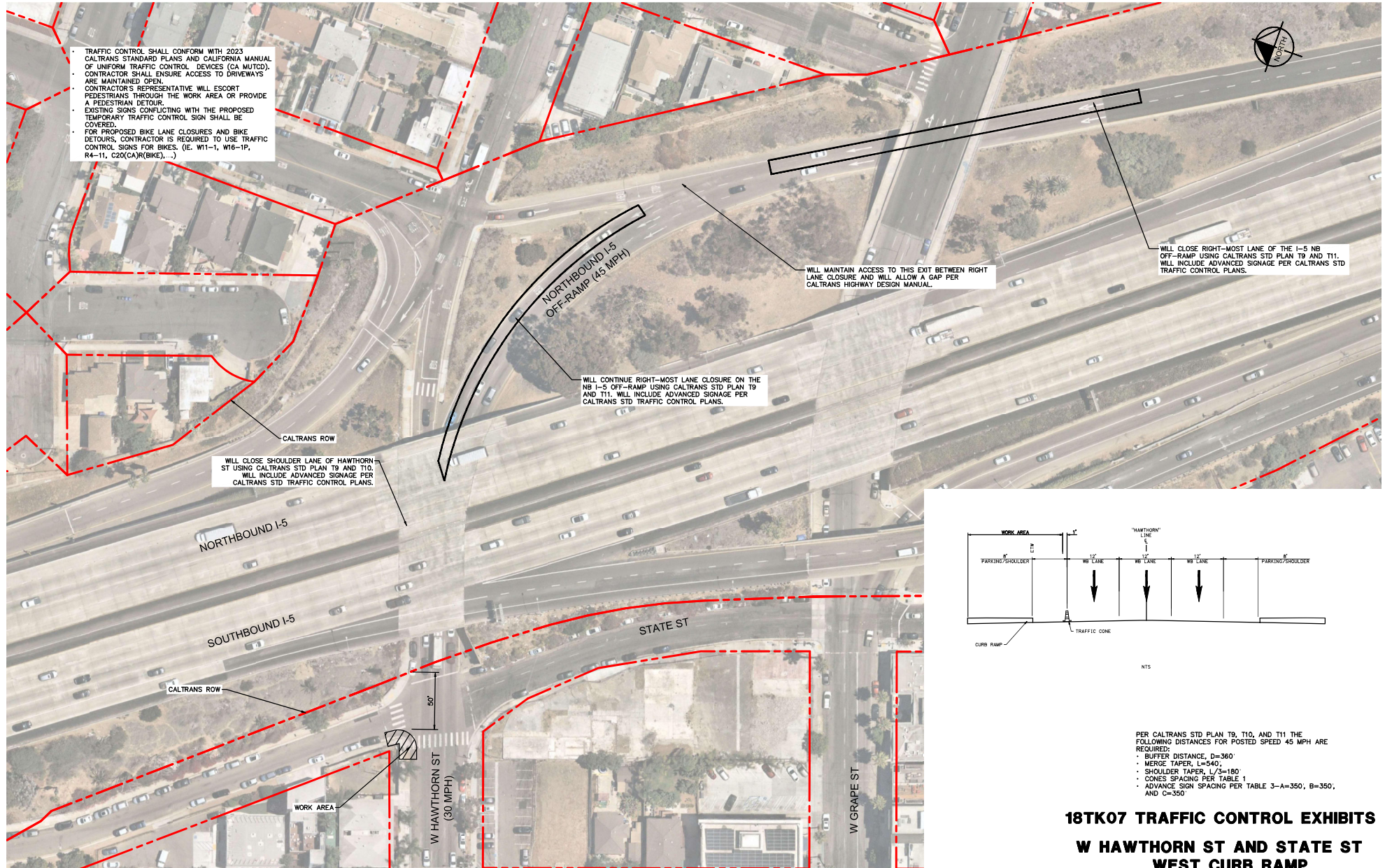
**APPROVED**  
By Matthew Cordero at 8:04 am, May 14, 2024



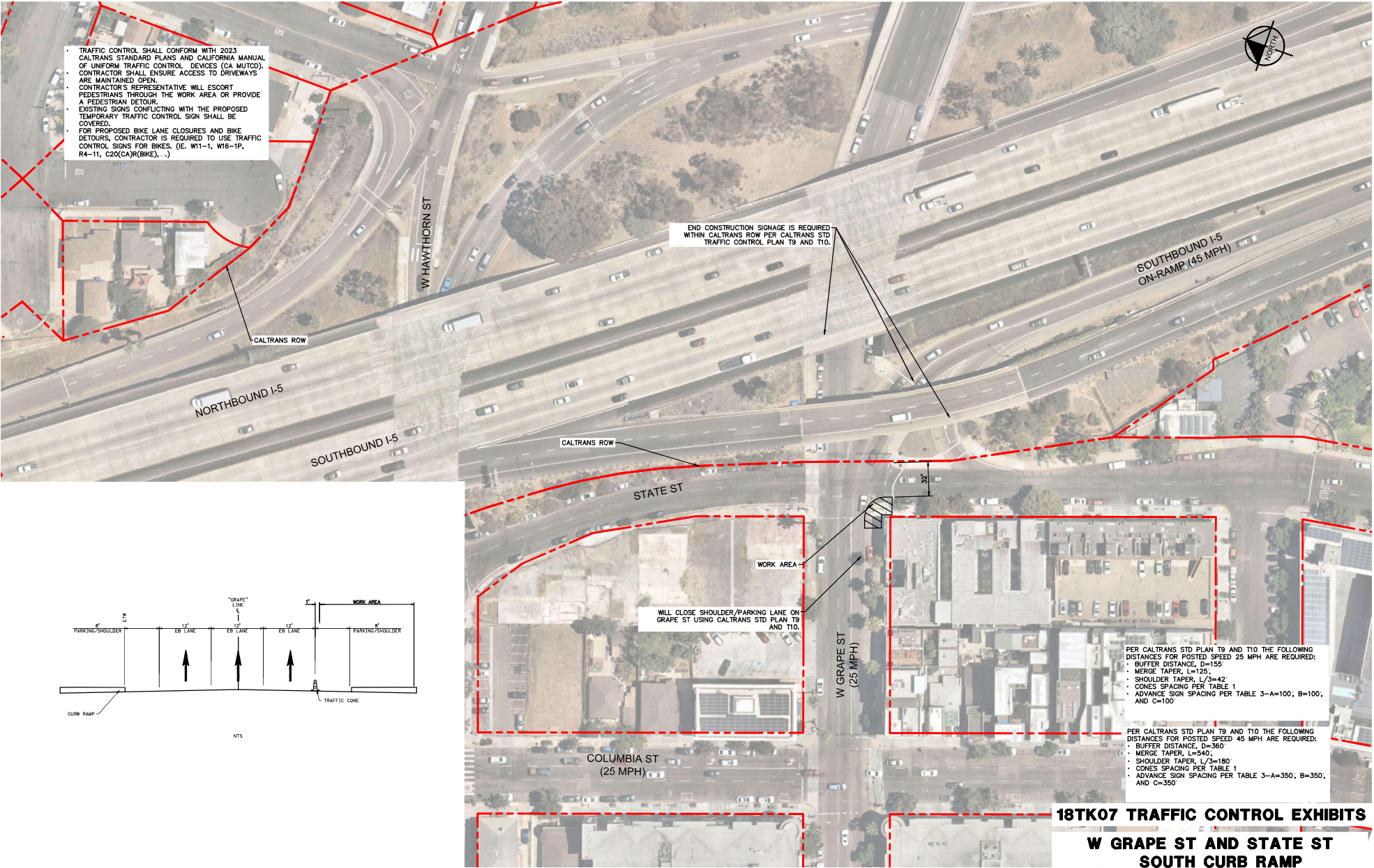


**APPROVED**

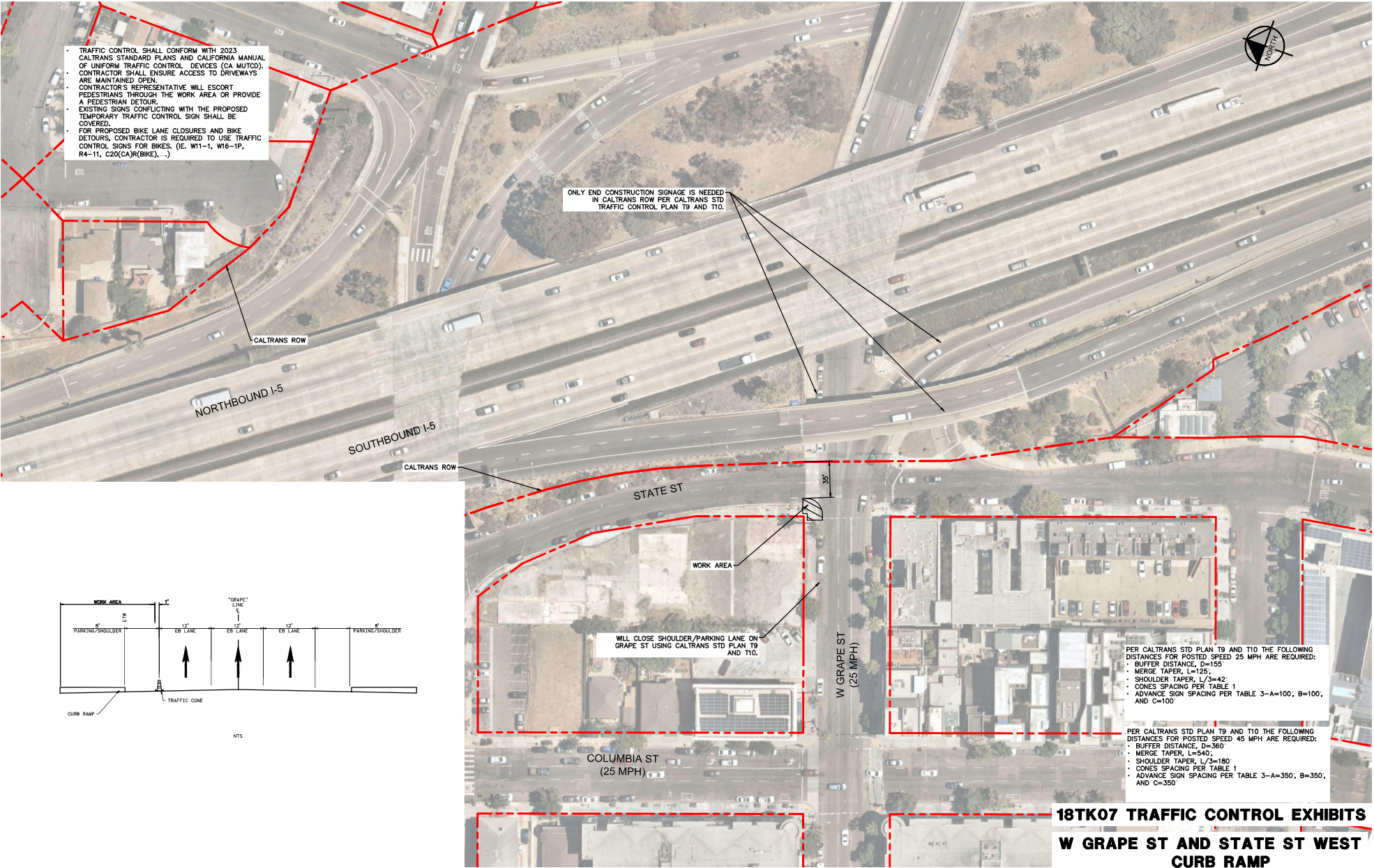
By Matthew Cordero at 8:04 am, May 14, 2024



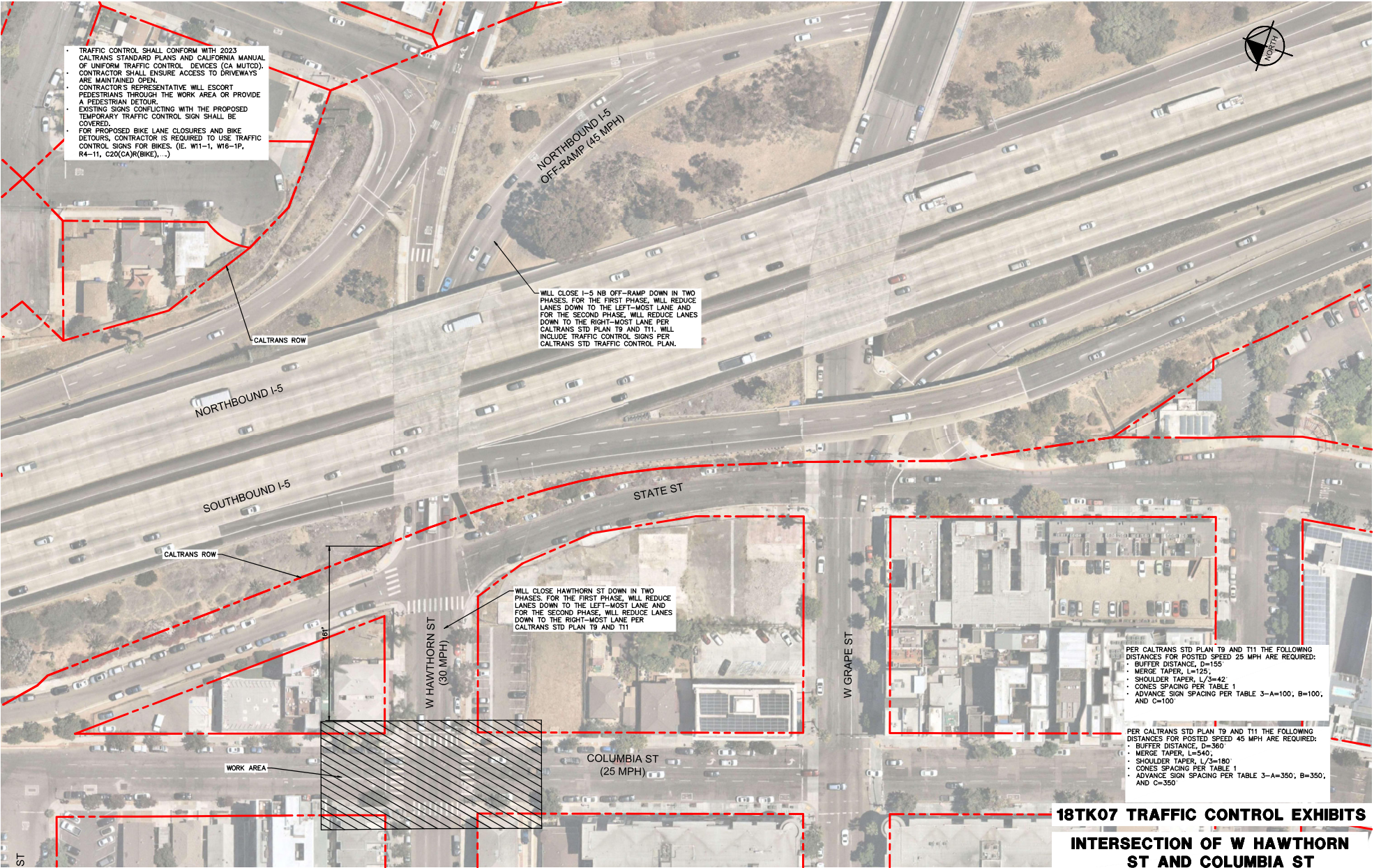












STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION

**NOTICE OF COMPLETION**

TR-0128 (REV 06/01) CT #7541-5529-1

PERMIT NO: **11-24-6-TK-0411**

DIST/CO/RTE/PM: **11/SD/5/R16.92**

Dear Sir or Madam:

All work authorized by the above-numbered permit was completed on

DATE

SIGNATURE OF PERMITTEE

FM 92 1546 M

**ADA  
Notice**

For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.



## ENCROACHMENT PERMIT GENERAL PROVISIONS

TR-0045 (REV. 12/2022)

1. **AUTHORITY:** The California Department of Transportation ("Department") has authority to issue encroachment permits under Division 1, Chapter 3, Article 1, Sections 660 through 734 of the Streets and Highways Code.
2. **REVOCATION:** Encroachment permits are revocable on five (5) business days' notice unless otherwise stated on the permit or otherwise provided by law, and except as provided by law for public corporations, franchise holders, and utilities. Notwithstanding the foregoing, in an emergency situation as determined by the Department, an encroachment permit may be revoked immediately. These General Provisions and any applicable Special Provisions are subject to modification or abrogation by the Department at any time. Permittees' joint use agreements, franchise rights, reserved rights or any other agreements for operating purposes in State of California ("State") highway right-of-way may be exceptions to this revocation.
3. **DENIAL FOR NONPAYMENT OF FEES:** Failure to pay encroachment permit fees when due may result in rejection of future applications, denial of encroachment permits, and revocation of the encroachment permit if already issued.
4. **PERMITTEE AUTHORIZATION FOR OTHERS TO PERFORM WORK:** This encroachment permit allows only the Permittee and/or Permittee's authorized contractor or agent to work within or encroach upon the State highway right-of-way, and the Permittee may not assign or transfer this encroachment permit. Any attempt to assign or transfer this encroachment permit shall be null and void. Permittee shall provide to the Department a list of Permittee's authorized contractors/agents, in the form and at the time specified by the Department but if no time is specified then no later than the pre-construction meeting. Permittee shall keep the list current and shall provide updates to the Department immediately upon any change to the list of authorized contractors/agents, including but not limited the addition, removal, or substitution of an authorized contractor/agent, or a new address or contact information for an existing authorized contractor/agent. Permittee is responsible for the acts and/or omissions of any person or entity acting on behalf of the Permittee, even if such person or entity is not included on Permittee's list of authorized contractors and/or agents.
5. **ACCEPTANCE OF PROVISIONS:** Permittee, and the Permittee's authorized contractors and/or agents, understand and agree to accept and comply with these General Provisions, the Special Provisions, any and all terms and/or conditions contained in or incorporated into the encroachment permit, and all attachments to the encroachment permit (collectively "the Permit Conditions"), for any encroachment, work, and/or activity to be performed under this encroachment permit and/or under color of authority of this encroachment permit. Permittee understands and agrees the Permit Conditions are applicable to and enforceable against Permittee as long as the encroachment remains in, under, or over any part of the State highway right-of-way. The Permittee's authorized contractors and/or agents, are also bound by the Permit Conditions. Non-compliance with the Permit Conditions by the Permittee's authorized contractor and/or agent will be deemed non-compliance by the Permittee.
6. **BEGINNING OF WORK:** When traffic is not impacted (see General Provision Number 35), the Permittee must notify the Department's representative two (2) business days before starting permitted work. Permittee must notify the Department's representative if the work is to be interrupted for a period of five (5) business days or more, unless otherwise agreed upon. All work must be performed on weekdays during regular work hours, excluding holidays, unless otherwise specified in this encroachment permit.
7. **STANDARDS OF CONSTRUCTION:** All work performed within State highway right-of-way must conform to all applicable Departmental construction standards including but not limited to: Standard Specifications, Standard Plans, Project Development Procedures Manual, Highway Design Manual and Special Provisions.

Other than as expressly provided by these General Provisions, the Special Provisions, the Standard Specifications, Standard Plans, and other applicable Departmental standards, nothing in these General Provisions is intended to give any third party any legal or equitable right, remedy, or claim with respect to the encroachment permit and/or to these General Provisions or any provision herein. These General Provisions are for the sole and exclusive benefit of the Permittee and the Department.

Where reference is made in such standards to "Contractor" and "Engineer," these are amended to be read as "Permittee" and "Department's representative," respectively, for purposes of this encroachment permit.
8. **PLAN CHANGES:** Deviations from plans, specifications, and/or the Permit Conditions as defined in General Provision Number 5 are not allowed without prior approval from the Department's representative and the Federal Highway Administration ("FHWA") representative if applicable.
9. **RIGHT OF ENTRY, INSPECTION AND APPROVAL:** All work is subject to monitoring and inspection. The United States, the State, the Department, and the Directors, officers, employees, agents, and/or contractors of the State and/or of the Department, and other state, and federal agencies, and the FHWA, through their agents or representatives, must have full access to highway

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facilities/encroachment area, at any and all times for the purpose of inspection, maintenance, activities needed for construction/reconstruction, and operation of the State highway right-of-way.

Upon completion of work, Permittee must request a final inspection for acceptance and approval by the Department. The local public agency Permittee must not give final construction approval to its contractor until final acceptance and approval by the Department is obtained.

**10. PERMIT AT WORKSITE:** Permittee and Permittee's authorized contractors/agents must keep the permit package and current list of authorized contractors/agents, or copies thereof, at the work site at all times and must show such documents upon request to any Department representative or law enforcement officer. If the permit package or current list of authorized contractors/agents, or copies thereof, are not kept and made available at the work site at all times, then all work must be suspended.

**11. CONFLICTING ENCROACHMENTS:** Permittee must yield start of work to ongoing, prior authorized work adjacent to or within the limits of the Permittee's project site. When existing encroachments conflict with Permittee's work, the Permittee must bear all cost for rearrangements (e.g., relocation, alteration, removal, etc.).

**12. PERMITS, APPROVALS, AND CONCURRENCES FROM OTHER AGENCIES AND/OR ENTITIES:** This encroachment permit is invalidated if the Permittee has not obtained all permits, approvals, and concurrences necessary and required by law, including but not limited to those from the California Public Utilities Commission ("CPUC"), California Occupational Safety and Health Administration ("Cal-OSHA"), local and state and federal environmental agencies, the California Coastal Commission, and any other public agency and/or entity having jurisdiction. Permittee is responsible for providing notice of the encroachment to, and obtaining concurrence from, any person or entity (whether public or private) affected by the scope of work described in the encroachment permit, regardless of whether such notice or concurrence is required by law; the Department is not responsible to provide such notice or obtain such concurrence. Permittee warrants all such permits, approvals, and concurrences have been obtained before beginning work under this encroachment permit. The Department may, at the Department's discretion, require the Permittee to demonstrate that Permittee has obtained all such permits, approvals, and concurrences, and Permittee shall demonstrate this at the time and in the manner specified by the Department.

**13. PEDESTRIAN AND BICYCLIST SAFETY:** A safe continuous passageway must be maintained through the work area at existing pedestrian or bicycle facilities. At no time must pedestrians be diverted onto a portion of the street used for vehicular traffic. At locations where safe alternate passageways cannot be provided, appropriate signs and barricades must be installed at the limits of construction and in advance of the limits of construction at the nearest crosswalk or intersection to detour

pedestrians to facilities across the street. Attention is directed to Section 7-1.04 "Public Safety," and to Section 12-4.04 "Temporary Pedestrian Access Routes," and to Section 16-2.02 "Temporary Pedestrian Facility," of the Department's Standard Specifications, and to California Vehicle Code section 21760, subdivision (c).

**14. PUBLIC TRAFFIC CONTROL:** The Permittee must provide traffic control protection, warning signs, lights, safety devices, etc., and take all other measures necessary for the traveling public's safety as required by law and/or the Department. While providing traffic control, the needs of all road users, including but not limited to motorists, bicyclists and pedestrians, including persons with disabilities in accordance with the Americans with Disabilities Act, must be an essential part of the work activity.

Lane, Bike Lane, Sidewalk, Crosswalk, and/or shoulder closures must comply with the Department's Standard Specifications and Standard Plans for Temporary Traffic Control Systems & Temporary Pedestrian Access Routes, and with the applicable Special Provisions. Where issues are not addressed in the Standard Specifications, Standard Plans, and/or Special Provisions, the California Manual on Uniform Traffic Control Devices (Part 6, Temporary Traffic Control) must be followed.

**15. MINIMUM INTERFERENCE WITH TRAFFIC:** Permittee must plan and conduct work so as to create the least possible inconvenience to the traveling public (motorized vehicles, unmotorized vehicles such as bicycles, pedestrians, person(s) with disabilities, etc.), such that traffic is not unreasonably delayed.

**16. STORAGE OF EQUIPMENT AND MATERIALS:** The storage of equipment or materials is not allowed within State highway right-of-way, unless specified within the Special Provisions of this encroachment permit. If encroachment permit Special Provisions allow for the storage of equipment or materials within the State highway right-of-way, the equipment and material storage must also comply with Section 7-1.04, Public Safety, of the Department's Standard Specifications.

**17. CARE OF DRAINAGE:** Permittee must provide alternate drainage for any work interfering with an existing drainage facility in compliance with the Department's Standard Specifications, Standard Plans, and/or as directed by the Department's representative.

**18. RESTORATION AND REPAIRS IN STATE HIGHWAY RIGHT-OF-WAY:** Permittee is responsible for restoration and repair of State highway right-of-way resulting from permitted work (Streets and Highways Code, section 670 et seq.).

**19. STATE HIGHWAY RIGHT-OF-WAY CLEAN UP:** Upon completion of work, Permittee must remove and dispose of all scraps, refuse, brush, timber, materials, etc. off the State highway right-of-way. The aesthetics of the highway must be as it was before work started or better.

**20. COST OF WORK:** Unless stated otherwise in the encroachment permit or a separate written agreement with the Department, the Permittee must bear all costs

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- incurred for work within the State highway right-of-way and waives all claims for indemnification or contribution from the United States, the State, the Department, and from the Directors, officers, and employees of the State and/or the Department. Removal of Permittee's personal property and improvements shall be at no cost to the United States, the State, and the Department.
21. **ACTUAL COST BILLING:** When specified in the permit, the Department will bill the Permittee actual costs at the currently set Standard Hourly Rate for encroachment permits.
  22. **AS-BUILT PLANS:** When required, Permittee must submit one (1) set of folded as-built plans within thirty (30) calendar days after completion and acceptance of work in compliance with requirements listed as follows:
    - a) Upon completion of the work provided herein, the Permittee must submit a paper set of As-Built plans to the Department's representative.
    - b) All changes in the work will be shown on the plans, as issued with the permit, including changes approved by Encroachment Permit Rider.
    - c) The plans are to be prominently stamped or otherwise noted "AS-BUILT" by the Permittee's representative who was responsible for overseeing the work. Any original plan that was approved with a Department stamp, or by signature of the Department's representative, must be used for producing the As-Built plans.
    - d) If construction plans include signing or striping, the dates of signing or striping removal, relocation, or installation must be shown on the As-Built plans when required as a condition of the encroachment permit. When the construction plans show signing and striping for staged construction on separate sheets, the sheet for each stage must show the removal, relocation, and installation dates of the appropriate staged striping and signing.
    - e) As-Built plans must contain the Encroachment Permit Number, County, Route, and Post Mile on each sheet.
    - f) The As-Built Plans must not include a disclaimer statement of any kind that differs from the obligations and protections provided by sections 6735 through 6735.6 of the California Business and Professions Code. Such statements constitute non-compliance with Encroachment Permit requirements and may result in the Department retaining Performance Bonds or deposits until proper plans are submitted. Failure to comply may also result in denial of future encroachment permits or a provision requiring a public agency to supply additional bonding.
  23. **PERMITS FOR RECORD PURPOSES ONLY:** When work in the State highway right-of-way is within an area under a Joint Use Agreement (JUA) or a Consent to Common Use Agreement (CCUA), a fee exempt encroachment permit is issued to the Permittee for the purpose of providing a notice and record of work. The Permittee's prior rights must be preserved without the intention of creating new or different rights or obligations.
 

"Notice and Record Purposes Only" must be stamped across the face of the encroachment permit.
  24. **BONDING:** The Permittee must file bond(s), in advance, in the amount(s) set by the Department and using forms acceptable to the Department. The bonds must name the Department as obligee. Failure to maintain bond(s) in full force and effect will result in the Department stopping all work under this encroachment permit and possibly revoking other encroachment permit(s). Bonds are not required of public corporations or privately-owned utilities unless Permittee failed to comply with the provisions and/or conditions of a prior encroachment permit. The surety company is responsible for any latent defects as provided in California Code of Civil Procedure section 337.15. A local public agency Permittee also must comply with the following requirements:
    - a) In recognition that project construction work done on State property will not be directly funded and paid by State, for the purpose of protecting stop notice claimants and the interests of State relative to successful project completion, the local public agency Permittee agrees to require the construction contractor to furnish both a payment and performance bond in the local public agency's name with both bonds complying with the requirements set forth in Section 3-1.05 Contract Bonds of the Department's Standard Specifications before performing any project construction work.
    - b) The local public agency Permittee must defend, indemnify, and hold harmless the United States, the State and the Department, and the Directors, officers, and employees of the State and/or Department, from all project construction related claims by contractors, subcontractors, and suppliers, and from all stop notice and/or mechanic's lien claimants. The local public agency also agrees to remedy, in a timely manner and to the Department's satisfaction, any latent defects occurring as a result of the project construction work.
  25. **FUTURE MOVING OF INSTALLATIONS:** Permittee understands and agrees to relocate a permitted installation upon notice by the Department. Unless under prior property right or agreement, the Permittee must comply with said notice at the Permittee's sole expense.
  26. **ENVIRONMENTAL:**
    - a) **ARCHAEOLOGICAL/HISTORICAL:** If any archaeological or historical resources are identified or encountered in the work vicinity, the Permittee must immediately stop work, notify the Department's representative, retain a qualified archaeologist who must evaluate the site at Permittee's sole expense, and make recommendations to the Department's representative regarding the continuance of work.
    - b) **HAZARDOUS MATERIALS:** If any hazardous waste or materials (such as underground storage tanks, asbestos pipes, contaminated soil, etc.) are identified or encountered in the work vicinity, the Permittee must immediately stop work, notify the Department's representative, retain a qualified hazardous

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waste/material specialist who must evaluate the site at the Permittee's sole expense, and make recommendations to the Department's representative regarding the continuance of work.

Attention is directed to potential aerially deposited lead (ADL) presence in unpaved areas along highways. It is the Permittee's responsibility to take all appropriate measures to protect workers in conformance with California Code of Regulations Title 8, Section 1532.1, "Lead," and with Cal-OSHA Construction Safety Orders, and to ensure roadway soil management is in compliance with Department of Toxic Substances Control (DTSC) requirements.

- c) **BIOLOGICAL:** If any regional, state, or federally listed biological resource is identified or encountered in the work vicinity, the Permittee must immediately stop work, notify the Department's representative, retain a qualified biologist who must evaluate the site at Permittee's sole expense, and make recommendations to the Department's representative regarding the continuance of work.
- 27. **PREVAILING WAGES:** Work performed by or under an encroachment permit may require Permittee's contractors and subcontractors to pay appropriate prevailing wages as set by the California Department of Industrial Relations. Inquiries or requests for interpretations relative to enforcement of prevailing wage requirements must be directed to the California Department of Industrial Relations.
- 28. **LIABILITY, DEFENSE, AND INDEMNITY:** The Permittee agrees to indemnify and save harmless the United States, the State, the Department, and the Directors, officers, employees, agents and/or contractors of the State and/or of the Department, including but not limited to the Director of Transportation and the Deputy Directors, from any and all claims, demands, damages, costs, liability, suits, or actions of every name, kind, and description, including but not limited to those brought for or on account of property damage, invasion of privacy, violation or deprivation of a right under a state or federal law, environmental damage or penalty, or injury to or death of any person including but not limited to members of the public, the Permittee, persons employed by the Permittee, and/or persons acting on behalf of the Permittee, arising out of or in connection with: (a) the issuance and/or use of this encroachment permit; and/or (b) the encroachment, work, and/or activity conducted pursuant to this encroachment permit, or under color of authority of this encroachment permit but not in full compliance with the Permit Conditions as defined in General Provision Number 5 ("Unauthorized Work or Activity"); and/or (c) the installation, placement, design, existence, operation, and/or maintenance of the encroachment, work, and/or activity; and/or (d) the failure by the Permittee, or by anyone acting for or on behalf of the Permittee, to perform the Permittee's obligations under any part of the Permit Conditions as defined in General Provision Number 5, in respect to maintenance or any other obligation; and/or (e) any change to the Department's property or adjacent

property, including but not limited to the features or conditions of either of them, made by the Permittee or anyone acting on behalf of the Permittee; and/or (f) a defect or obstruction related to or caused by the encroachment, work, and/or activity whether conducted in compliance with the Permit Conditions as defined in General Provision Number 5 or constituting Unauthorized Work or Activity, or from any cause whatsoever. The duty of the Permittee to indemnify and save harmless includes the duties to defend as set forth in Section 2778 of the Civil Code.

It is the intent of the Department and the Permittee that except as prohibited by law, the Permittee will defend, indemnify, and hold harmless as set forth in this General Provision Number 28 regardless of the existence or degree of fault or negligence, whether active or passive, primary or secondary, on the part of: the United States, the State; the Department; the Directors, officers, employees, agents and/or contractors of the State and/or of the Department, including but not limited to the Director of Transportation and the Deputy Directors; the Permittee; persons employed by the Permittee; and/or persons acting on behalf of the Permittee.

The Permittee waives any and all rights to any type of expressed or implied indemnity from or against the United States, the State, the Department, and the Directors, officers, employees, agents, and/or contractors of the State and/or of the Department, including but not limited to the Director of Transportation and the Deputy Directors.

The Permittee understands and agrees to comply with the obligations of Titles II and III of the Americans with Disabilities Act in the conduct of the encroachment, work, and/or activity whether conducted pursuant to this encroachment permit or constituting Unauthorized Work or Activity, and further agrees to defend, indemnify, and save harmless the United States, the State, the Department, and the Directors, officers, employees, agents, and/or contractors of the State and/or of the Department, including but not limited to the Director of Transportation and the Deputy Directors, from any and all claims, demands, damages, costs, penalties, liability, suits, or actions of every name, kind, and description arising out of or by virtue of the Americans with Disabilities Act.

The Permittee understands and agrees the Directors, officers, employees, agents, and/or contractors of the State and/or of the Department, including but not limited to the Director of Transportation and the Deputy Directors, are not personally responsible for any liability arising from or by virtue of this encroachment permit.

For the purpose of this General Provision Number 28 and all paragraphs herein, "contractors of the State and/or of the Department" includes contractors, and their subcontractors, under contract to the State and/or the Department.

This General Provision Number 28 and all paragraphs herein take effect immediately upon issuance of this encroachment permit, and apply before, during, and after the encroachment, work, and/or activity



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contemplated under this encroachment permit, whether such work is in compliance with the Permit Conditions as defined in General Provision Number 5 or constitutes Unauthorized Work or Activity, except as otherwise provided by California law. The Permittee's obligations to defend, indemnify, and save harmless under this General Provision Number 28 take effect immediately upon issuance of this encroachment permit and have no expiration date, including but not limited to situations in which this encroachment permit expires or is revoked, the work or activity performed under this encroachment permit is accepted or not accepted by the Department, the encroachment, work, and/or activity is conducted in compliance with the Permit Conditions as defined in General Provision Number 5 or constitutes Unauthorized Work or Activity, and/or no work or activity is undertaken by the Permittee or by others on the Permittee's behalf.

If the United States or an agency, department, or board of the United States is the Permittee, the first two paragraphs of this General Provision Number 28 (beginning "The Permittee agrees to indemnify..." and "It is the intent of the parties...") are replaced by the following paragraph:

Claims for personal injury, death, or property damage allegedly caused by the negligent or wrongful act or omission of any employee of the United States acting within the scope of their official duties are subject to the Federal Tort Claims Act, as amended, 28 U.S.C. § 1346 and § 2671 et seq. (Chapter 171).

29. **NO PRECEDENT ESTABLISHED:** This encroachment permit is issued with the understanding that it does not establish a precedent.

30. **FEDERAL CIVIL RIGHTS REQUIREMENTS FOR PUBLIC ACCOMMODATION:**

- a) As part of the consideration for being issued this encroachment permit, the Permittee, on behalf of Permittee and on behalf of Permittee's personal representatives, successors in interest, and assigns, does hereby covenant and agree that:
  - i) No person on the grounds of race, color, or national origin may be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
  - ii) That in connection with the construction of any improvements on said lands and the furnishings of services thereon, no discrimination must be practiced in the selection and retention of first-tier subcontractors in the selection of second-tier subcontractors.
  - iii) That such discrimination must not be practiced against the public in their access to and use of the facilities and services provided for public accommodations (such as eating, sleeping, rest, recreation), and operation on, over, or under the space of the State highway right-of-way.
  - iv) That the Permittee must use the premises in compliance with all other requirements imposed pursuant to Title 15, Code of Federal

Regulations, Commerce and Foreign Trade, Subtitle A. Office of the Secretary of Commerce, Part 8 (15 C.F.R. Part 8) and as said Regulations may be amended.

- b) That in the event of breach of any of the above nondiscrimination covenants, the State and the Department have the right to terminate this encroachment permit and to re-enter and repossess said land and the facilities thereon and hold the same as if said permit had never been made or issued.

31. **MAINTENANCE:** The Permittee is responsible at Permittee's sole expense for the encroachment, and the inspection, maintenance, repair, and condition thereof, and is responsible to ensure the encroachment does not negatively impact State highway safety, maintenance, operations, construction, State facilities, activities related to construction/reconstruction, or other encroachments. The Permittee's obligations in the preceding sentence take effect immediately upon issuance of this encroachment permit and continue until the encroachment is entirely and permanently removed. Additional encroachment permits or approval documents may be required authorizing work related to inspection, repair, and/or maintenance activities. Contact the Department for information.

32. **SPECIAL EVENTS:** In accordance with subdivision (a) of Streets and Highways Code section 682.5 and 682.7, the Department is not responsible for the conduct or operation of the permitted activity, and the applicant agrees to defend, indemnify, and hold harmless the United States, the State, the Department, and the Directors, officers, employees, agents, and contractors of the State and/or of the Department, including but not limited to the Director of Transportation and the Deputy Directors, from any and all claims, demands, damages, costs, liability, suits, or actions of every name, kind and description arising out of any activity for which this encroachment permit is issued.

The Permittee is required, as a condition of this encroachment permit, for any event that awards prize compensation to competitors in gendered categories, for any participant level that receives prize compensation, to ensure the prize compensation for each gendered category is identical at each participant level. (Streets and Highways Code, section 682.7.)

The Permittee understands and agrees to comply with the obligations of Titles II and III of the Americans with Disabilities Act in the conduct of the event, and further agrees to defend, indemnify, and save harmless the United State, the State and the Department, and the Directors, officers, and employees of the State and/or Department, including but not limited to the Director of the Department and the Deputy Directors, from any and all claims, demands, damages, costs, liability, suits, or actions of every name, kind and description arising out of or by virtue of the Americans with Disabilities Act.

33. **PRIVATE USE OF STATE HIGHWAY RIGHT-OF-WAY:** State highway right-of-way must not be used for private purposes without compensation to the State. The gifting

**ENCROACHMENT PERMIT GENERAL PROVISIONS**

of public property uses and therefore public funds is prohibited under the California Constitution, Article XVI, Section 6.

**34. FIELD WORK REIMBURSEMENT:** Permittee must reimburse the Department for field work performed by or on behalf of the Department to correct or remedy issues created by the Permittee or by others acting on behalf of the Permittee, including but not limited to hazards or damaged facilities, or to clear refuse, debris, etc. not attended to by the Permittee or by others acting on behalf of the Permittee.

**35. LANE CLOSURE REQUEST SUBMITTALS AND NOTIFICATION OF CLOSURES TO THE DEPARTMENT:** Lane closure request submittals and notifications must be in accordance with Section 12-4.02, and Section 12.4-04, of the Department's Standard Specifications or as directed by the Department's representative. The Permittee must notify the Department's representative and the Traffic Management Center ("TMC") before initiating a lane closure or conducting an activity that may cause a traffic impact. In emergency situations when the corrective work or the emergency itself may affect traffic, the Department's representative and the TMC must be notified as soon as possible.

**36. SUSPENSION OF TRAFFIC CONTROL OPERATION:** The Permittee, upon notification by the Department's representative, must immediately suspend all traffic lane, bike lane, sidewalk, crosswalk, and/or shoulder closure operations and any operation that impedes the flow of traffic. All costs associated with this suspension must be borne by the Permittee.

**37. UNDERGROUND SERVICE ALERT (USA) NOTIFICATION:** Any excavation requires compliance with the provisions of Government Code section 4216 et seq., including but not limited to notice to a regional notification center, such as Underground Service Alert (USA). The Permittee must provide notification to the Department representative at least five (5) business days before, and the regional notification center at least forty-eight (48) hours before, performing any excavation work within the State highway right-of-way.

**38. COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT (ADA):** All work within the State highway right-of-way to construct and/or maintain any public facility must be designed, maintained, and constructed strictly in accordance with all applicable Federal Access laws and regulations (including but not limited to Section 504 of the Rehabilitation Act of 1973, codified at 29 U.S.C. § 794), California Access laws and regulations relating to ADA, along with its implementing regulations, Title 28 of the Code of Federal Regulations Parts 35 and 36 (28 C.F.R., Ch. I, Part 35, § 35.101 et seq., and Part 36, § 36.101 et seq.), Title 36 of the Code of Federal Regulations Part 1191 (36 C.F.R., Ch. XI, Part 1191, § 1119.1 et seq.), Title 49 of the Code of Federal Regulations Part 37 (49 C.F.R., Ch. A, Part 37, § 37.1 et seq.), the United States Department of Justice Title II and Title III for the ADA, and California Government Code

section 4450 et seq., which require public facilities be made accessible to persons with disabilities.

Notwithstanding the requirements of the previous paragraph, all construction, design, and maintenance of public facilities must also comply with the Department's Design Information Bulletin 82, "Pedestrian Accessibility Guidelines for Highway Projects" and Standard Plans & Specifications on "Temporary Pedestrian Access Routes."

**39. STORMWATER:** The Permittee is responsible for full compliance with the following:

- a) For all projects, the Department's Storm Water Program and the Department's National Pollutant Discharge Elimination System (NPDES) Permit requirements under Order No. 2012-0011-DWQ, NPDES No CAS000003; and
- b) In addition, for projects disturbing one acre or more of soil, with the California Construction General Permit Order No. 2009-0009-DWQ, NPDES No CAS000002; and
- c) In addition, for projects disturbing one acre or more of soil in the Lahontan Region with Order No. R6T-2016-0010, NPDES No CAG616002.
- d) For all projects, it is the Permittee's responsibility to install, inspect, repair, and maintain all facilities and devices used for water pollution control practices (Best Management Practices/BMPs) before performing daily work activities.

**APPENDIX H**

**SAMPLE OF PUBLIC NOTICE**



## CONSTRUCTION NOTICE

### PROJECT TITLE

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

#### The work will consist of:

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

#### How your neighborhood may be impacted:

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

#### Hours and Days of Operation:

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

#### City of San Diego Contractor:

Company Name, XXX-XXX-XXXX



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- "No Parking" signs will be displayed 72 hours in advance of the work.
- Cars parked in violation of signs will be TOWED.

#### Hours and Days of Operation:

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

#### City of San Diego Contractor:

Company Name, XXX-XXX-XXXX

## **APPENDIX I**

### **ADVANCED METERING INFRASTRUCTURE (AMI) DEVICE PROTECTION**

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

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

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

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

- A. Endpoints, see Photo 1:

**Photo 1**



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



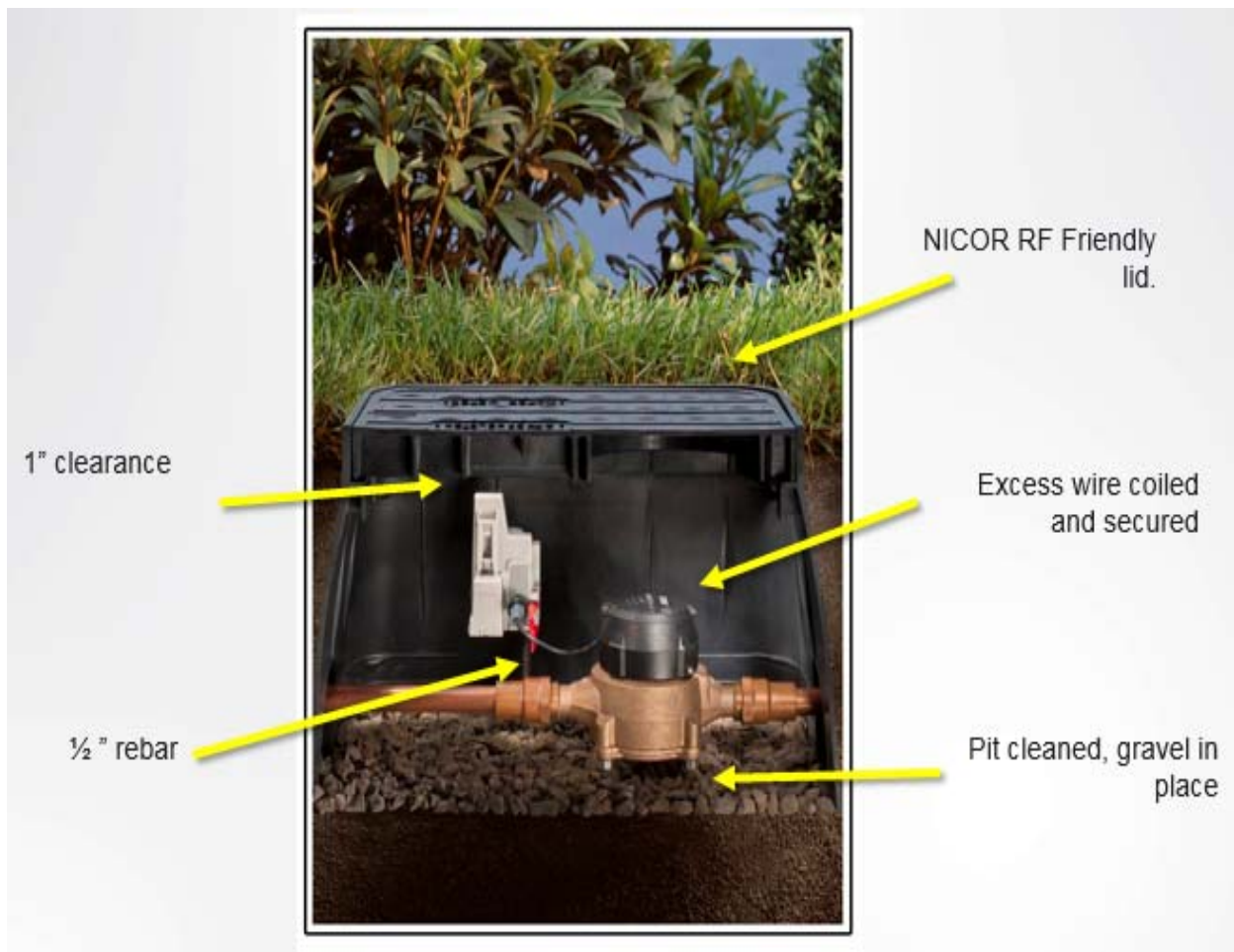
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Network Devices, see Photo 3:



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 5**

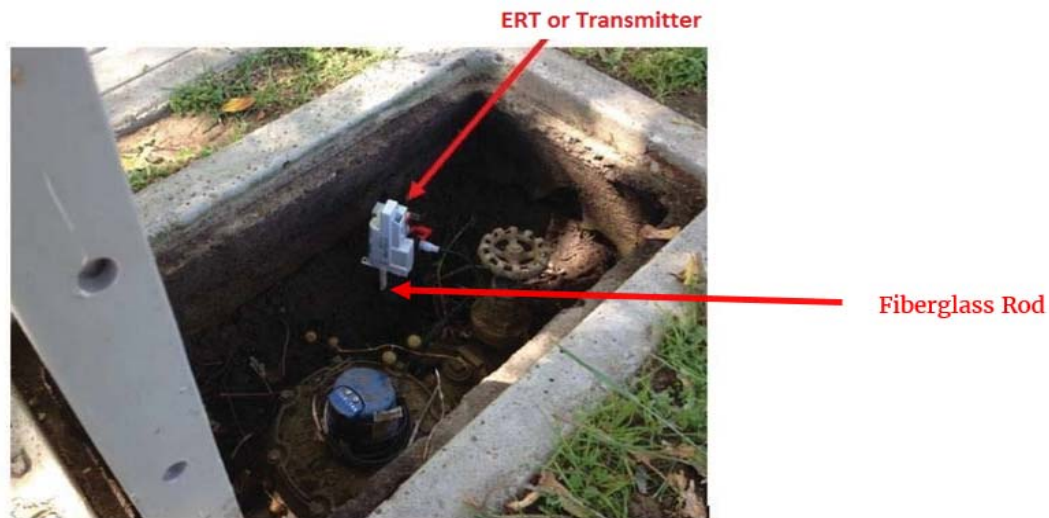


Photo 6 below is an example of disturbance that shall be avoided:

**Photo 6**



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

**Photo 7**



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

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

**Photo 8**



**Network Device**

**Photo 9**



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

Rev. 9.11.2023

**APPENDIX J**  
**SPECIFICATIONS FOR FLEXIBLE DELINEATORS**

## **Pexco City Post Embedded Anchor Cup or Equal Flexible Delineator Material Specifications**

Equal shall be determined by Design, Impact Performance, Construction.  
Color, Reflective Sheeting, Lengths, Installation, and Removal as defined below:

**Design.** Pexco City Post Flexible Embedded Anchor Cup or equal flexible delineator post system comprised of a 28-inch height tubular marker, Kelley Green in color, a top cap (domed), and an integrated anchor bolt assembly that work together for impact resistance and rebound. Flexible delineator assembly shall be installed into a pre-installed 4-inch (2-inch O.D.) aluminum alloy embedded anchor cup mounted flush with the roadway. Flexible delineator shall not be glue down or bolt down mounted.

**Impact Performance.** Flexible delineator shall have the ability to resist impact and rebound fully upright when impacted by a vehicle per the following parameters at an accredited test facility:

- A total of twelve (12) channelizer posts 36" (914mm) tall shall be installed in a test deck in two rows of six (6) posts such that one row of post is subjected to direct wheel-over impacts, the other row direct bumper impacts.
- The twelve posts shall be impacted by an unmodified MASH-08 compliant passenger vehicle one hundred (100) times at a speed of 60 MPH (100 km/h) at a temperature between 32 and 72 degrees F.
- All posts shall return to within 5 degrees of vertical, as measured at the top of the post, within two minutes after the final vehicle impact.
- Accredited facility shall mean a facility either certified to ISO 17025:2005 or certified by the American Association for Laboratory Accreditation (A2LA).
- A test report from an accredited testing facility shall be provided upon request.

**Construction.** Flexible delineator shall consist of channelizer post system comprised of a tubular marker, a top cap and an integrated anchor bolt assembly. Flexible delineator shall not include internal mechanical spring or cable built into unit.

1. The tubular marker portion shall consist of round post a minimum of 3.15" (80mm) in diameter, with 0.125" (3.2mm) thick walls (minimum). All posts shall be constructed of UV-stabilized thermos-plastic polyurethane (TPU) for toughness and rebound, conforming to the following material specifications:

Property	ASTM Test	Results
Specific Gravity (min.)	D 792	1.10
Hardness (min.)	D 2240	90 A
Tear Strength (min lb/in.)	D 624, Die C	800
Tensile Strength @ yield, (min PSI)	D 412	4,000
Tensile Elongation @ break (min. %)	D 412	450
Cold Temp. Impact Test (-7° F)	FL/DOT	Pass
Gloss (min. units)	N/A	12.1

2. Anchor bolt assembly

The tubular marker portion shall be permanently bonded to the anchor bolt assembly. The anchor bolt assembly shall contain an over-molded stainless steel bolt 24mm in diameter with a minimum of five (5) complete threads protruding from the bottom to mate with an anchor cup embedded in the pavement. All anchor bolt assemblies shall be constructed of a UV-stable high-impact

All anchor bolt assemblies shall be constructed of a UV-stable high-impact thermo-plastic alloy conforming to the following material specifications:

Property	ASTM Test	Results
Specific Gravity (min.)	D 792	1.21
Gardner Impact (min.)	N/A	160
Flexural Strength (min lb/in.)	D 790	20,000
Shore Hardness	D 2240	55 D

3. Top Cap

The tubular marker portion shall also be permanently bonded to a polyurethane top cap (domed). The Top Cap shall be matching in color with flexible delineator (Kelley Green), provided with name of the manufacturer and a plurality of holes to allow the escapement of air when impacted, and also prevent the collection of rubbish or debris into the tubular portion of the post

**Color.** Flexible delineators shall be constructed of UV-stabilized polymers and colors. The color shall be Kelly Green throughout and stabilized to resist UV degradation.

**Reflective Sheeting.** Flexible delineators shall have a minimum of two (2) 3-inch wide wraps of retroreflective sheeting factory applied. The reflective sheeting shall be an ASTM Type V abrasion resistant micro-prismatic sheeting, applied two (2) inches down from the top with a two (2) inch gap between the two wraps.

**Lengths.** Flexible delineators shall be supplied in lengths of 28-inches or as specified in the construction plans or procurement details.

**Installation.** Flexible delineator assembly shall be installed into a pre-installed aluminum alloy anchor cup mounted flush with the roadway. Flexible delineator shall be spun into the cup, and tightened into place with a wrench suitable for this purpose.

**Removal.** Flexible delineator shall be designed to allow for easy removal using a basic non powered hand tool. Any remaining attachment hardware shall remain flush with existing pavement.

**APPENDIX K**

**SPECIFICATIONS FOR BIKE GREEN PAINT**



## PRODUCT DATA

Product Type:	Standard Fast Dry Waterborne			
Product Code:	985203	985205	985216	WP0001
Product Color:	BLACK(37038)	BLUE(35180)	BIKE GREEN	PURPLE
	Fed 595B Color STD			
Description:	WB BLK FAST DRY 1952F 1/2		WB BLUE FAST DRY 1952F 1/2	
	WB GRN FAST DRY 1952F 1/2		WB PURPLE FAST DRY 1952F 1/2	
Specification:	Meets Federal Spec TT-P-1952F Type I & II			
Effective Date:	Mar. 29, 2017			

### Product Description:

A user friendly, high solids, fast drying waterborne traffic paint suitable for application by airless or air atomized equipment. May be used to stripe roadways, airports and parking lots with or without pressure applied glass beads. It offers all of the benefits of a water reducible paint, and quickly dries to a no track condition. This paint meets TT-P-1952E Types I & II.

### Product Advantages:

- Non-flammable and below 150 VOC
- Product reduces and cleans up with water
- Performs equally well on both asphalt and concrete
- Paint demonstrates excellent bead retention
- Keeps traffic control to a minimum when striping
- Can be used for symbols, legends and lane marking

### Packaging:

This paint is available in 5 gallon pails and 55 gallon drums. Other packaging available on request.

### Storage:

Shelf life of the unopened product is one year from date of manufacture with proper storage and minimal agitation. Proper storage includes inside or covered, above 35° F (3° C), and out of direct sunlight. Outside storage for short intervals is acceptable.

### Conditions for Application:

All surfaces must be clean, dry and free from oil, grease, antifreeze, loose sand, aggregate and chipping/peeling existing striping. Any curing compounds used on new concrete must be mechanically abraded off prior to striping. When striping on freshly sealed surfaces use caution as some sealers can affect the curing and adhesion of traffic paint. When in doubt, always test adhesion. For complete drying and minimum dirt retention when striping parking lots, the lots should be closed to traffic for two hours minimum after painting. New asphalt and concrete should be allowed to cure for a minimum of 14 days to maximize adhesion and durability.

### Coverage:

1 gallon yields 320 feet of 4" stripe @ 15 mils; 400 feet of 4" stripe @ 12 mils.

### Physical Characteristics:

<b>% Total solids/weight:</b>	<b>75% minimum</b>
<b>% Total Solids/volume:</b>	<b>58% minimum</b>
<b>Weight % Pigment Solids:</b>	<b>60-62%</b>
<b>Viscosity in Krebs Units:</b>	<b>80-90</b>
<b>TiO2 in Blue:</b>	<b>0.2 lbs minimum</b>
<b>TiO2 in Green:</b>	<b>0.2 lbs minimum</b>
<b>Hiding at 5 mils wet/colors:</b>	<b>0.92 minimum</b>
<b>Hiding at 5 mils wet/black:</b>	<b>1.00</b>
<b>VOC in grams per liter:</b>	<b>150 maximum</b>
<b>Color match:</b>	<b>6 Delta E maximum</b>

**Dry Time:** Without drop on glass beads, this paint dries to a lab ASTM D711 no pickup in less than 10 minutes @ 15 mils when ambient and surface temperature are 77° F at 50±5% humidity. When glass beads are applied at a rate of at least 6 pounds per gallon to a 15 mil wet line, the field applied paint will dry to an ASTM D713 no-track in less than 2 minutes when applied at the weather conditions above.

**Limitations:** Applying a test strip to determine dry to no- pickup time when the humidity is higher than 65%. Cone whenever necessary.

- Do not heat paint in striping system above 110°F.
- Do not apply when temperatures are below 50 F.
- Do not apply when rain is forecast.
- Do not apply when temperatures are near or below the dew point or rain is forecast within 1 hour.
- Do not thin more than 5% with water and then use immediately.
- Do not apply if temperature is expected to fall below freezing for 6 hours after application.

The product data offered herein is, to the best of our knowledge, true and accurate, but all recommendations are made without warranty, expressed or implied. Because the conditions of use are beyond our control, neither Ennis-Flint nor its agents shall be liable for any injury, loss or damage, direct or consequential, arising from the use or the inability to use the product described herein. As Ennis-Flint has neither control over the installation of product described herein nor control of the environmental factors the installed markings are subjected to, there is no guarantee as to the durability or the retroreflective properties of any marking system applied. No person is authorized to make any statement or recommendation not contained in the Product Data, and any such statement or recommendation, if made, shall not bind the Corporation. Further, nothing contained herein shall be construed as a recommendation to use any product in conflict with existing patents, and no license under the claims of any patent is either implied or granted.





## **APPENDIX L**

### **MTS-REQUEST FOR AUTHORIZATION TO ALTER HIGHWAY RAIL CROSSING**

# REQUEST TO CPUC STAFF FOR AUTHORIZATION TO ALTER HIGHWAY-RAIL CROSSING PURSUANT TO GENERAL ORDER 88-B



## 1. Date Submitted:

## 2. Applicant Info

Organization Name:	City of San Diego
Contact Person:	Zach Barhoumi
Title:	Senior Engineer – Civil Engineering & Capital Projects Department
Street Address:	525 B Street, Suite 750
City:	San Diego
Zip:	92101
Phone:	619-533-5114
Email:	barhoumiz@sanidiego.gov

## 3. Crossing proposed to be altered

PUC Crossing Number:	081B-1.45	
U.S. DOT Crossing Number:	911674K	
New U.S. DOT Number: (At-grade to grade-separation only)	N/A	
Street Name:	State Street	
City:	San Diego	
County:	San Diego	
Average Daily Vehicle Traffic (ADT) on roadway crossing tracks	5,780	
Year ADT count taken (should be within last 5 years)	2019	
Roadway Speed Limit:	25 mph	
Railroad Responsible for Crossing:	Metropolitan Transit Development Board (MTDB)	
Other Railroads Operating on Tracks:	N/A	
Average Daily Train Traffic and speed from all operating railroads	Train Volume	Maximum Train Speed
Passenger	0	
Freight	0	
Transit	150	25

#### **4. Describe Proposed Alterations (including any temporary reduced clearance variance requests):**

This project is to install two-way protected bike lanes (cycle track) along the west side of State Street from Market Street to Grape Street and an one-way cycle track along the west side of State Street from Grape Street to Hawthorn Street while modifying existing angled street parking to parallel floating parking to accommodate the cycle track installations. As part of the improvements, the project will also include resurfacing and restriping, signing, and ADA compliant curb ramp upgrading along State Street from Market Street to Hawthorn Street. In order to provide improved protection to cycle track users, this project will add bicycle signal indications to the existing traffic signals on State St at G St, Broadway, C St, A St, Ash St, and Grape St without making any changes to existing signal operations, including phasing and timing. In particular, the installation of new bicycle signal indications at State St & C St will ensure clear visibility of all the existing vehicular and trolley signal indications by using extension arms, and will be installed per the clearance distance requirement from the nearest existing tracks to the outmost equipment on the traffic signal pole.

The breakdown of scope of work relevant to the intersection of State St & C St:

- a. Install two-way cycle track on west side of State Street.
- b. Upgrade existing traffic signal cabinet and controller to current standard and add bicycle signal indications on the existing traffic signal poles at the intersection of State St & C St using existing conduits (no signal operational phasing and timing changes and no trenching needed).
- c. Slurry seal State Street from Broadway to C Street up to rail track concrete panels; restripe the street from three to two vehicle lanes and then merge to one lane at the crossing with separate two-way cycle track lanes through the crossing. Reconfigure parking on both sides of the street: convert the existing loading zones and parallel parking to one loading, one parallel, and one accessible parking on the east side, and convert existing loading zones to 20' of accessible floating parking per current ADA requirement and 80' of floating loading zone on the west side.
- d. Slurry seal State Street from C Street to B Street up to rail track concrete panels; restripe the street from three lanes to two lanes while maintaining parallel parking on east side; converting the loading zones to floating type and adding an accessible parking on the west side per current ADA requirement.
- e. Install continental crosswalks on the north and south legs, and bike path striping on the west leg crossing the tracks at State St & C St.

#### **5. Describe the public benefits to be achieved by the proposed alterations:**

This work is part of the Downtown Mobility Program Project approved by City Council to promote multimodal transportation and extend the protected street bike lanes (cycle tracks) network along State Street in downtown San Diego. Cycle tracks will offer safer, more efficient, and sustainable mobility options to public. The signal equipment upgrade, and bicycle indication installation will bring the signal system to the current standard and

provide specific and clear direction for cyclists to cross rail tracks under protection. The reconfiguration of lanes and striping on State Street is to create more room for the installation of cycle tracks while minimizing the reduction of parking spaces. Other associated improvements such as resurfacing, ADA curb ramp upgrades and additional accessible parking installation as part of the project will also improve accessibility and safety for all users.

**6. Explain why a separation of grades is not practicable:**

The crossing is surrounded by high-rise building structures. A separation of grades would be impracticable from a right of way, existing accessibility, project scope and cost perspective. The access to the adjacent high-rises would have to be redesigned and rebuilt. In addition, the proposed work around the crossing is resurfacing and restriping without any impact to the existing trolley rail facility and signal operations at State St & C St. The new addition of bicycle signal indication installation will follow the existing signal operation for pedestrians. It would not be able to operate alongside with the pedestrians if separation of grades takes place. In addition, the existing crossing has three trolley tracks with overhead wires with no practicality of separation of grades in vertical alignment with its location being in the center of Downtown San Diego.

**7. Describe crossing warning devices**

Current:	Traffic signal at State St & C St.
Proposed:	Add bicycle signal indications on the existing traffic signal poles at the southwest corner and northwest conner with extension arms to ensure the clear visibility of all signal indications on the pole while following the clearance distance requirement from the outmost equipment to the nearest tracks. Bicycle signal will follow the pedestrian operations with no changes to the rest of the existing traffic signal operations, including phasing and timing.

**8. Temporary Traffic Controls - Include a statement of temporary traffic controls to be provided during construction:**

Contractor's temporary traffic control plans with City of San Diego Construction Management Traffic Safety Group's permit approval will be provided in accordance with the California Manual on Uniform Traffic Control Devices Section 6G.16 and 8A.08. It will also be provided for MTS review prior to work. MTS will provide necessary railroad flagging protection as part of construction contracting requirement.

**9. CEQA (Applicable only to grade-separation projects). For projects involving the alteration or reconstruction of an existing grade-separated crossing or the construction of a grade-separation that eliminates an existing at-grade crossing, the party desiring the change must provide either (a) a copy of a Notice of Exemption from CEQA requirements filed with the appropriate governmental agency, or (b)**

**other factual evidence that the crossing is exempt pursuant to Public Resources Code Section 21080.13.**

N/A

**10. Signature**

I, Zach Barhoumi, am an employee of City of San Diego and authorized to sign this GO 88-B authorization request letter on its behalf.

Zach Barhoumi, P.E., Deputy City Engineer

---

Typed Name and Title

Signature and date

Attachments:

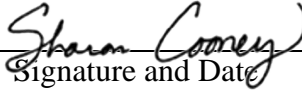
1. Vicinity Map.
2. Improvement Design Plans around the Crossing

**11. Evidence of Agreement:**

I, Sharon Cooney, am an employee of San Diego Metropolitan Transit System and authorized to sign this letter of agreement on its behalf, hereby declare that San Diego Metropolitan Transit System concurs with the proposed project described above.

Sharon Cooney, Chief Executive Officer

Typed Name and Title



Signature and Date

11/09/22

1255 Imperial Ave, Suite 1000 San Diego, CA 92101

Address

Note: If there are additional interested parties, make additional copies of this page.

## Attachment 1. Vicinity Map



## Engineering & Capital Projects

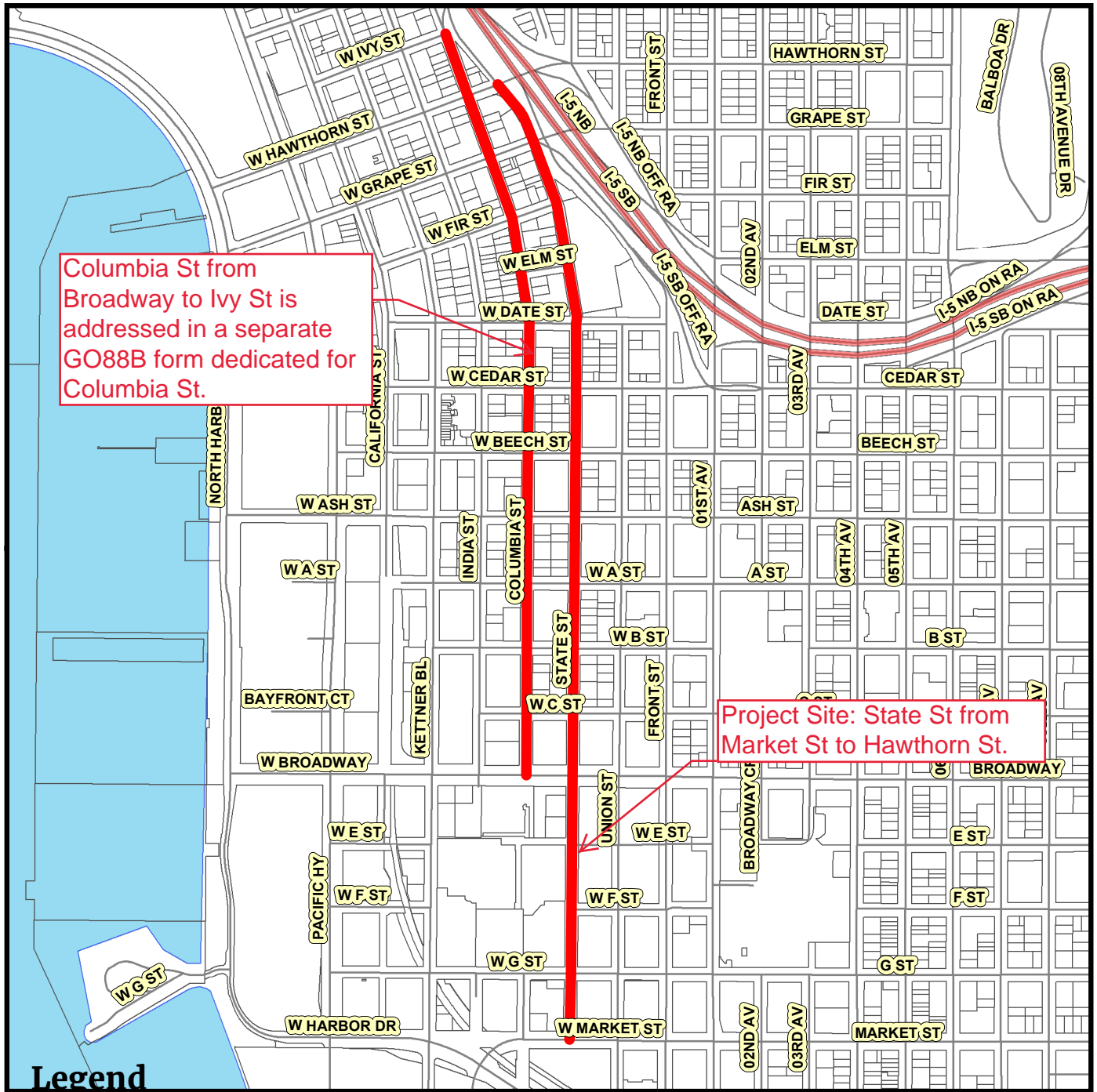
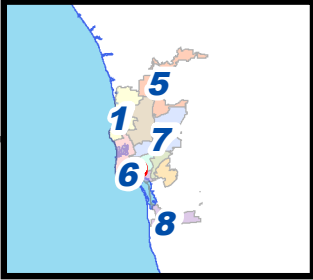
## Downtown Complete Street Implementation Phase 3A1

SENIOR ENGINEER  
DAYUE ZHANG  
619-533-7409

PROJECT MANAGER  
JINSIL KIM  
619-533-5314

PROJECT ENGINEER  
TAMINA IGARTUA  
619-533-5426

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



## Legend

## DMP-Phase 3A1



COMMUNITY NAME: Downtown Community COUNCIL DISTRICT: 3

Date: 3/1/2022

WBS NO: B19144



## Downtown Complete Street Implementation - Phase 3A1

K-25-2321-DBB-3



SECTION XX. RAILROAD RELATIONS

SECTION XX. RAILROAD RELATIONS

XX-1.01 GENERAL

THE TERM "RAILROAD" SHALL MEAN THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM (MTS) AND NORTH COUNTY TRANSIT DISTRICT (NCTD).

XX-1.02 RAILROAD RIGHT OF ENTRY REQUIREMENTS

THE CONTRACTOR MUST UNDERSTAND THE CONTRACTOR'S RIGHT TO ENTER RAILROAD'S RIGHT OF WAY IS A RIGHT OF ENTRY PERMIT CAN BE OBTAINED AT <http://www.sdmts.com/business/permits.asp> and <http://www.gonctd.com/ROW> GOVERN IF THERE ARE ANY CONFLICTS WITH THESE SPECIAL PROVISIONS. INFORMATION ON OBTAINING BY THE TERMS OF THE RIGHT OF ENTRY PERMIT. THE TERMS OF THE RIGHT OF ENTRY PERMIT WILL ENTERING OR CONSTRUCTING ON PROPERTY OWNED BY THE RAILROAD. THE CONTRACTOR SHALL ABIDE THE CONTRACTOR SHALL OBTAIN A JOINT RIGHT OF ENTRY PERMIT FROM THE RAILROAD PRIOR TO

XX-1.02 RAILROAD RIGHT OF ENTRY REQUIREMENTS RAILROAD'S RIGHT OF WAY, EMPLOYEES, AND OPERATIONS. OF WAY TO CEASE IF, IN THE OPINION OF RAILROAD, CONTRACTOR'S ACTIVITIES CREATE A HAZARD TO SUBJECT TO THE ABSOLUTE RIGHT OF RAILROAD TO CAUSE THE CONTRACTOR'S WORK ON RAILROAD'S RIGHT

MTS STANDARD CONSTRUCTION NOTES

1. A Right of Entry (ROE) Permit is necessary when entering MTS /San Diego and Arizona Eastern (SD&AE) right-of-way (MTS RW), including airspace, for any purpose. A ROE Permit is also required when working in public right-of-way occupied by MTS /SD&AE facilities. Information to apply for ROE can be obtained from MTS\*s website at: <http://www.sdmts.com/Business/Permits.asp> or contact MTS Permits at [mtsrow@sdmts.com](mailto:mtsrow@sdmts.com). Applicant/Contractor is referred to as the \*Permittee\*.

2. Certificate of Insurance from your insurance company for General Liability, Automobile Liability, Pollution Liability (if applicable), Professional Liability (if applicable), and Workman's Compensation must be submitted and approved by MTS before the permit will be processed. Full Insurance Requirement guidelines can be accessed from the MTS website noted above.

3. Most general liability insurance policies do not cover railroads. Any exclusions relating to performance of operations within the vicinity of any railroad, bridge, trestle, track, roadbed, tunnel, underpass, or crossing must be deleted from all policies by endorsement. Additionally, a separate Railroad Protective Liability Policy will most likely be required after project review as deemed necessary by MTS.

4. All personnel performing work on MTS RW, or entering MTS RW shall require proper MTS Rail Safety Training Certification prior to entering MTS RW. Any contractors or subcontractors performing work on behalf of Permittee, shall be deemed as agents of Permittee and shall require said Training as well. For Training information, email [mtsrow@sdmts.com](mailto:mtsrow@sdmts.com). Training Certification is valid for one year and is confined to MTS SD&AE facilities only.

5. Permittee shall provide MTS with an approved set of Traffic Control Plans that conform to the Manual on Uniform Traffic Control Devices (MUTCD) and comply in particular with Part 8 \*Traffic Control for Railroad and Light Rail Transit Grade Crossings\*.

6. If project involves casing sleeves under Railroad tracks and across MTS RW, Permittee shall adhere to MTS Jack and Bore Design Criteria and Construction Notes.

7. A pre-construction meeting will be required with MTS/SDTI prior to work commencing within MTS RW. A written notice of planned start of work must be submitted to MTS a minimum of five (5) business days prior to work starting in MTS RW. All work will be stopped and Permittee will not be allowed in MTS RW without proper notification.

8. Permittee\*s on-site supervision shall retain/maintain a fully executed copy of the Right of Entry Permit at all times while on MTS RW.

9. SDTI rail flagging will be required anytime work is within fifteen (15) feet of any operable track including airspace or as deemed necessary by MTS. A SDTI Flagperson /Right-of-Way Work Request form must be submitted to SDTI a minimum of three (3) business days prior to anticipated work. Forms are attached to the ROE Permit or can be requested through MTS Right of Way Services.

10. A SDTI traction power shutdown may be necessary for the work zone to protect and maintain the required ten (10) foot clearance from trolley overhead high voltage catenary system (OCS). Permittee shall submit a SDTI Red Tag/Traction Power Removal Request form to SDTI at least three (3) business days prior to the start of work. Power shutdowns shall only be allowed during non-operating Trolley hours. Forms are attached to the ROE Permit or can be requested through MTS Right of Way Services.

11. Permittee shall contact and schedule Dig-Alert and Cable Pipe and Leak (\*CPL\*) prior to any excavation in MTS RW. Permittee shall notify MTS a minimum of three (3) business days prior to the scheduled utility markout request and shall submit a SDTI Flagperson /Right-of-Way Work Request form. SDTI personnel shall accompany CPL for any markout of Trolley facilities.

12. Permittee shall adhere to construction and safety standards required by MTS of their contractors when working within MTS RW.

13. Permittee shall perform all work in accordance with applicable California Public Utilities Commission (CPUC) and California Occupational Safety and Health Administration (Cal-OSHA) regulations, MTS LRT Design Criteria, American Railway Engineering and Maintenance of Way Association (AREMA) standard specifications, Manual on Uniform Traffic Control Devices (MUTCD) guidelines and MTS, SDTI and SD&IV Operations and safety policies.

14. Permittee agrees that no work by himself or his authorized agent will interfere with railroad/trolley operations.

15. Permittee agrees to coordinate on a daily basis a reasonable access to all MTS/SD&AE facilities with contract operators, SDTI, and SD&IV. SDTI trolley operations are generally from the hours of 4:00 a.m. to 2:00 a.m. the following day. SD&IV freight trains normal operations are during non-Trolley hours.

16. Permittee shall maintain safe pedestrian access to all trolley platforms and bus stops at all times. A minimum five (5) foot wide accessible pedestrian path through the construction site shall be maintained at all times. The construction boundary shall consist of a top and bottom rail constructed of plastic pipe, OSHA plastic mesh, or approved equal. Yellow caution tape is not acceptable.

17. Permittee shall not store equipment, tools, and materials within fifteen (15) feet from trolley operable track and within twenty-five (25) feet from freight track operations.

18. Permittee shall not use or store hazardous substances, as defined by the Comprehensive Environmental Response, Compensation, and Liability Act, as amended (\*CERCLA\*) or petroleum or oil as defined by applicable Environmental Laws on MTS RW.

19. No vehicular crossing over tracks shall be installed or used by Permittee without prior written permission of Railroad.

20. A written notice shall be submitted to MTS one (1) business day after work is completed within MTS RW. Any additional work required to replace or repair the railroad facilities in good working order will be the Permittee\*s responsibility prior to relief from maintenance within the Permit area.

21. Permittee shall remove all of Permittee\*s tools, equipment, and materials from railroad premises promptly upon completion of work and shall restore all facilities, improvements, landscaping, etc., to their original condition or as shown on project work site plans.

G-4

PLANS FOR THE CONSTRUCTION OF DOWNTOWN COMPLETE STREETS IMPLEMENTATION-PHASE 3A1  CONSTRUCTION NOTES	
CITY OF SAN DIEGO, CALIFORNIA ENGINEERING & CAPITAL PROJECTS DEPARTMENT SHEET 18 OF 38 SHEETS	WBS# B-19144
APPROVED: FOR CITY ENGINEER DAYUE ZHANG PRINT DGE NAME	SUBMITTED BY: JINSIL KIM PROJECT MANAGER TAMINA IGARTUA PROJECT ENGINEER
DATE C70971 RCE#	
DESCRIPTION	BY
ORIGINAL	FILED
CONTRACTOR	DATE STARTED
INSPECTOR	DATE COMPLETED
41757-18-D	





# STRIPING AND SIGNING GENERAL NOTES

## AND SIGN LEGEND

### STRIPING AND SIGNING GENERAL NOTES

- IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY ALL EXISTING CONDITIONS AND RIGHT-OF-WAY PRIOR TO CONSTRUCTION.
- ALL WORK SHALL CONFORM TO THE MOST RECENTLY ADOPTED EDITION OF THE FOLLOWING MANUALS:

DOCUMENT NO.	EDITION	DESCRIPTION
ECPI010122-01	2021	STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION (THE "GREENBOOK")
ECPI010122-02	2021	CITY OF SAN DIEGO STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION (THE "WHITEBOOK")
ECPI010122-03	2021	CITY OF SAN DIEGO STANDARD DRAWINGS FOR PUBLIC WORKS CONSTRUCTION
PWPI092816-05	2018	CALIFORNIA DEPARTMENT OF TRANSPORTATION (CALTRANS) STANDARD SPECIFICATIONS
PWPI092816-06	2018	CALTRANS STANDARDS PLANS
PWPI060121-10	2014 REV. 6	CALIFORNIA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (CA MUTCD)
- ALL SIGNING AND STRIPING IS SUBJECT TO THE APPROVAL OF THE CITY ENGINEER PRIOR TO INSTALLATION AND/OR REMOVAL.
- THE CONTRACTOR SHALL REMOVE ALL CONFLICTING STRIPING, PAVEMENT MARKINGS, AND LEGENDS BY HYDROBLASTING. ANY DEBRIS SHALL BE PROMPTLY REMOVED BY THE CONTRACTOR.
- ALL RAISED MEDIAN NOSES SHALL BE PAINTED YELLOW AS DIRECTED.
- ALL SIGNS SHOWN ON THE STRIPING AND SIGNING PLANS SHALL BE NEW SIGNS PROVIDED AND INSTALLED BY THE CONTRACTOR, EXCEPT FOR EXISTING SIGNS SPECIFICALLY INDICATED TO BE RELOCATED OR TO REMAIN. ALL SIGNS NOT INDICATED ON PLANS SHALL REMAIN IN PLACE.
- ALL MARKED CROSSWALKS SHALL HAVE CONTINENTAL MARKINGS PER CITY OF SAN DIEGO STANDARD DRAWING, SDM-116 UNLESS INDICATED OTHERWISE.
- PEDESTRIAN CROSSWALKS, LIMIT LINES, PAVEMENT ARROWS, PAVEMENT LEGENDS, DIAGONAL MARKINGS, CHEVRON MARKINGS, INCLUDING ALL BIKEWAY MARKINGS, SHALL BE INSTALLED UTILIZING 125 MIL THICKNESS THERMOPLASTIC MARKING MATERIAL.
- THE CONTRACTOR SHALL NOTIFY THE CITY TRAFFIC ENGINEER AT (858) 495-4742 A MINIMUM OF FIVE (5) WORKING DAYS PRIOR TO AND UPON COMPLETION OF STRIPING AND SIGNING.
- A MINIMUM OF 2 INCH CONTRAST MARKING SHALL BE APPLIED TO ALL TRAFFIC STRIPING, MARKINGS, AND LEGENDS ON CONCRETE PAVEMENT. CONTRAST MARKING MATERIAL SHALL MATCH THE MATERIAL OF THE STRIPING, MARKINGS, OR LEGENDS.
- ALL SIGNS TO BE MADE WITH ENGINEER GRADE SHEETING COVERED WITH ANTI-GRAFFITI FILM.
- ALL SIGNS SHOWN ON THE STRIPING PLANS SHALL BE NEW SIGNS PROVIDED BY THE CONTRACTOR OR CITY OF SAN DIEGO STREET DIVISION, AS INDICATED ON THE PLANS, EXCEPT FOR THE EXISTING SIGNS, SPECIFICALLY INDICATED TO BE RELOCATED OR TO REMAIN.

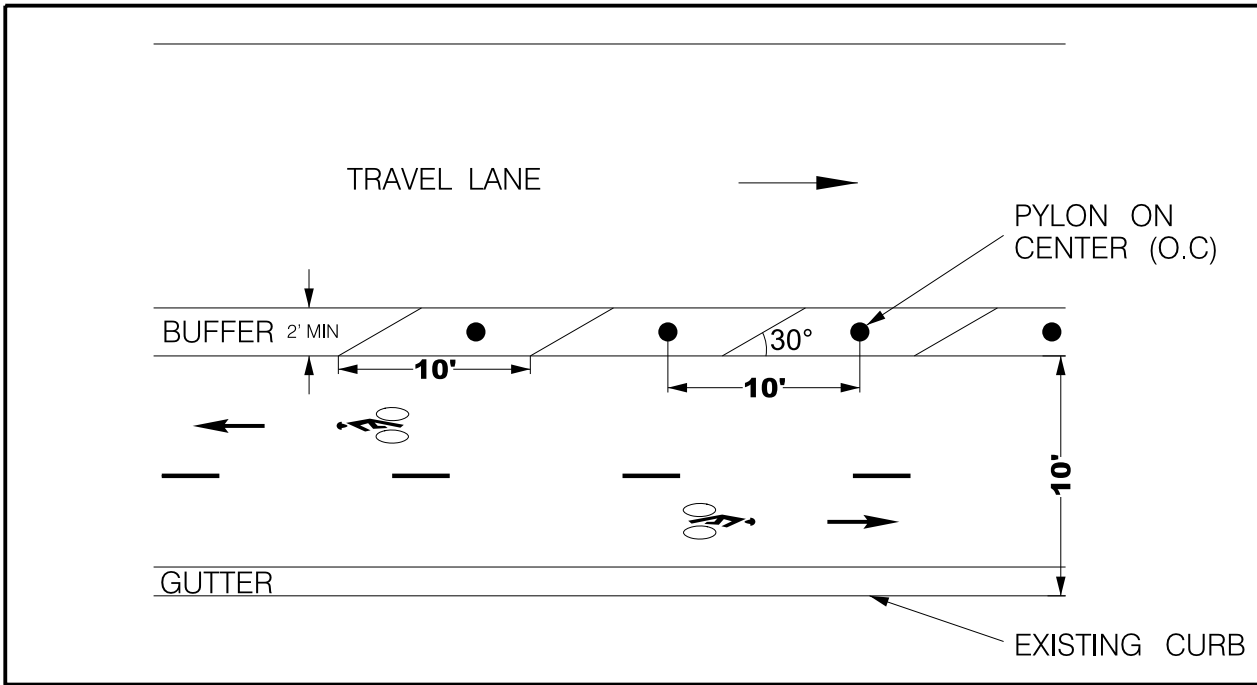


C-20

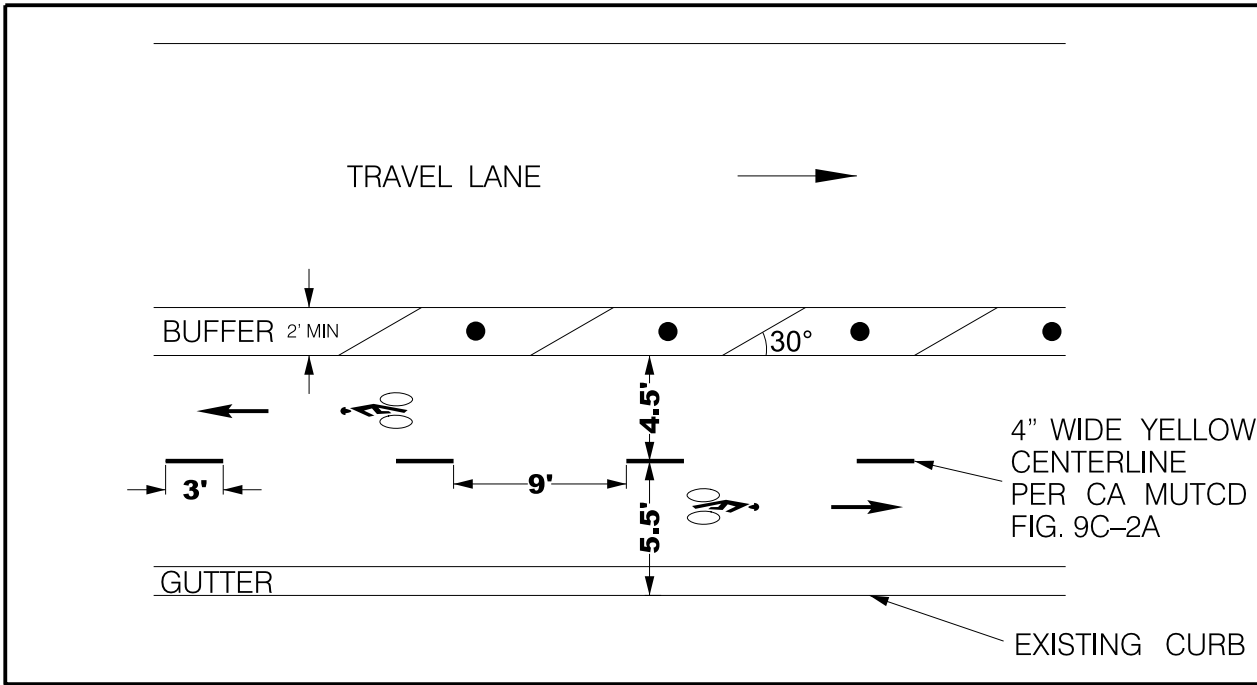
### PLANS FOR THE CONSTRUCTION OF DOWNTOWN COMPLETE STREETS IMPLEMENTATION-PHASE 3A1 STRIPING NOTES AND SIGN LEGEND

CITY OF SAN DIEGO, CALIFORNIA ENGINEERING & CAPITAL PROJECTS DEPARTMENT SHEET 24 OF 38 SHEETS				WBS# B-19144
APPROVED: FOR CITY ENGINEER DAYUE ZHANG PRINT DCE NAME				SUBMITTED BY: JINSIL KIM PROJECT MANAGER
DATE C70971 RCE#				TAMINA IGARTUA PROJECT ENGINEER
DESCRIPTION	BY	APPROVED	DATE	FILMED
ORIGINAL	TI/II			
CONTRACTOR _____ DATE STARTED _____				SEE SHEETS CCS27 COORDINATE
INSPECTOR _____ DATE COMPLETED _____				SEE SHEETS CCS83 COORDINATE
				41757-24-D

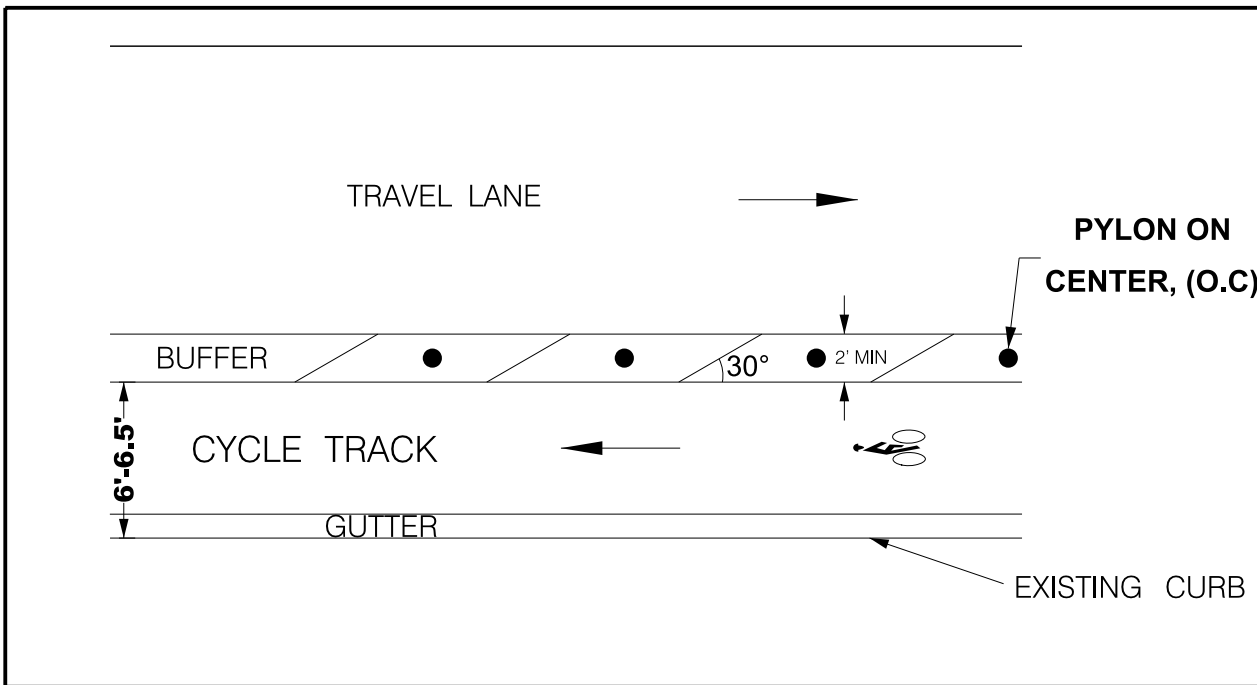
LEGENDS, ABBREVIATIONS, AND DETAILS



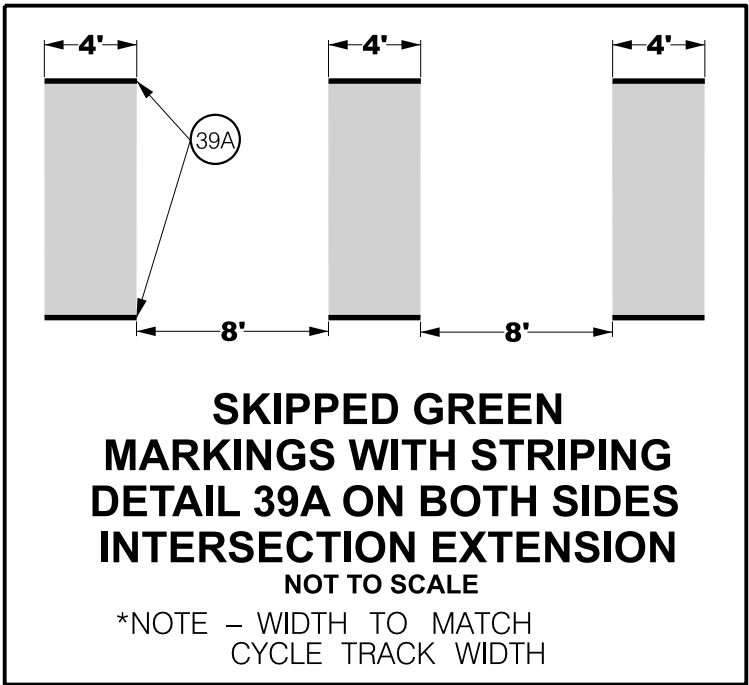
DETAIL "A" - BIKE BUFFER /PYLON DETAIL  
NOT TO SCALE



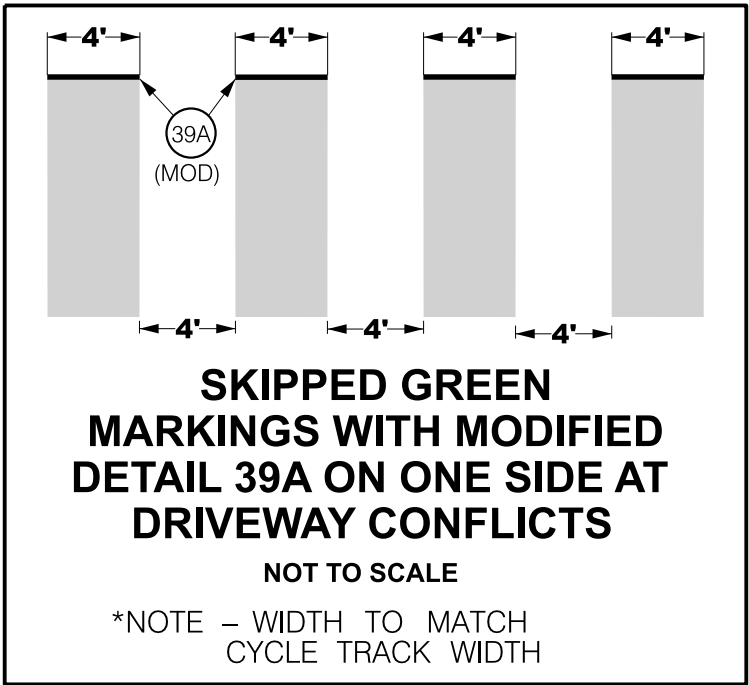
DETAIL "B" - 2 WAY CYCLE TRACK  
NOT TO SCALE



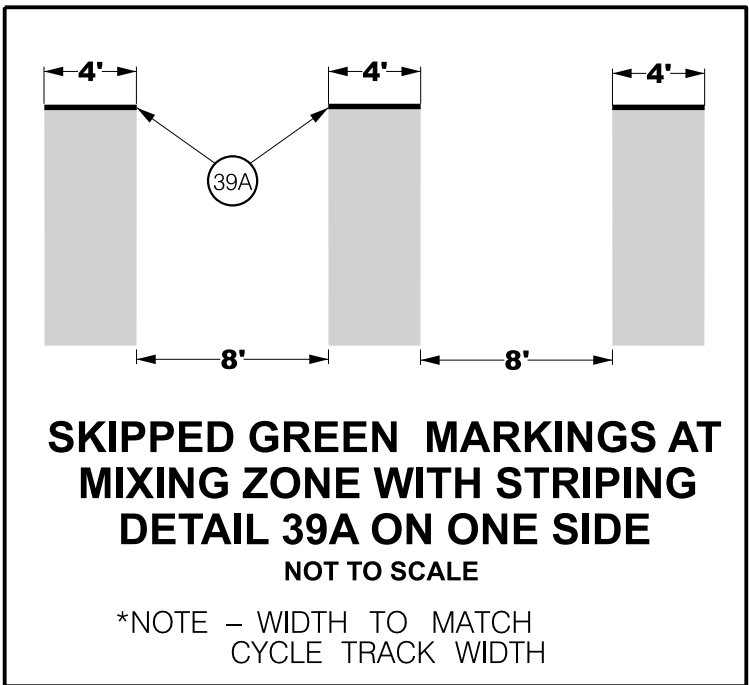
DETAIL "C" - ONE-WAY CYCLE TRACK  
PAVEMENT MARKING PLACEMENT  
NOT TO SCALE



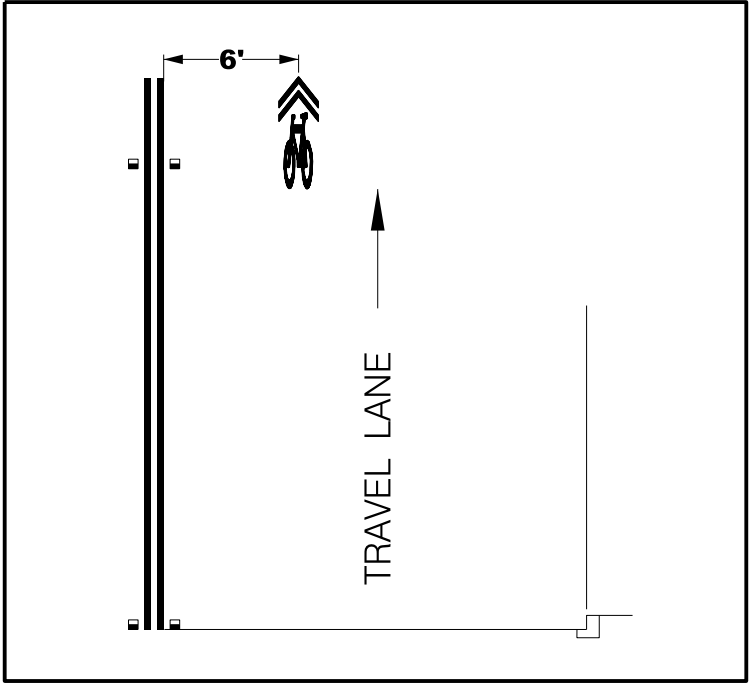
DETAIL "D" - SKIPPED GREEN INTERSECTION EXTENSION  
NOT TO SCALE



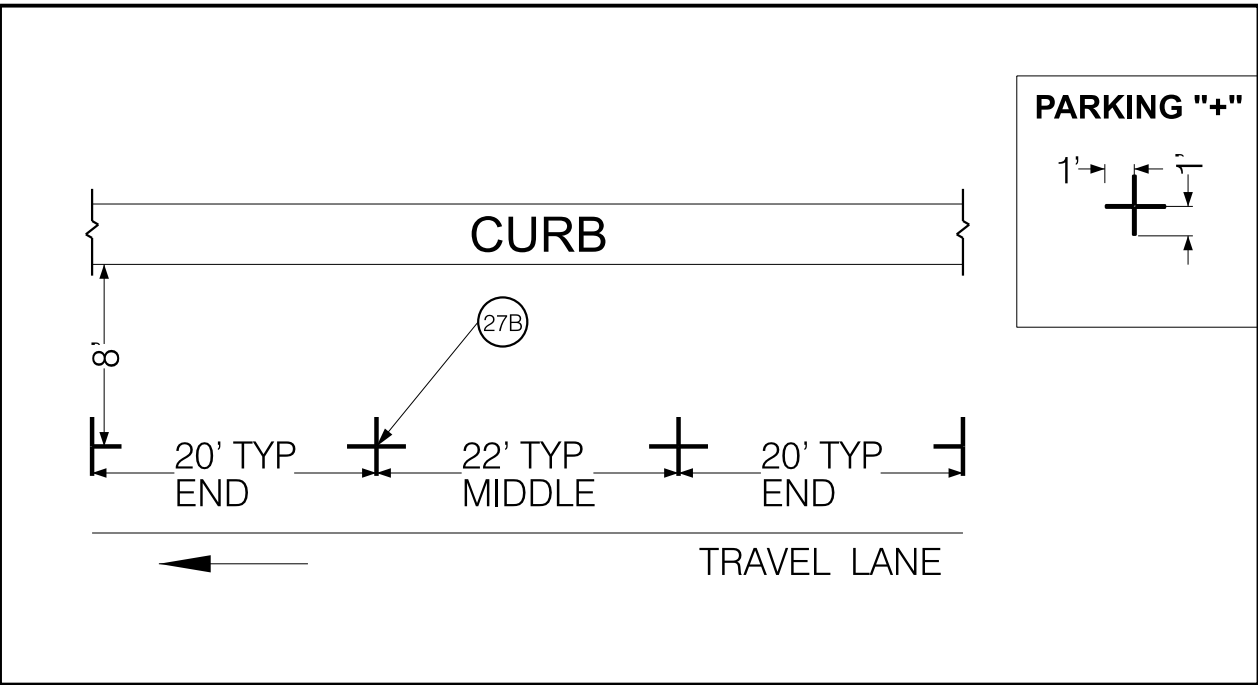
DETAIL "E" - SKIPPED GREEN DRIVEWAY CONFLICTS  
NOT TO SCALE



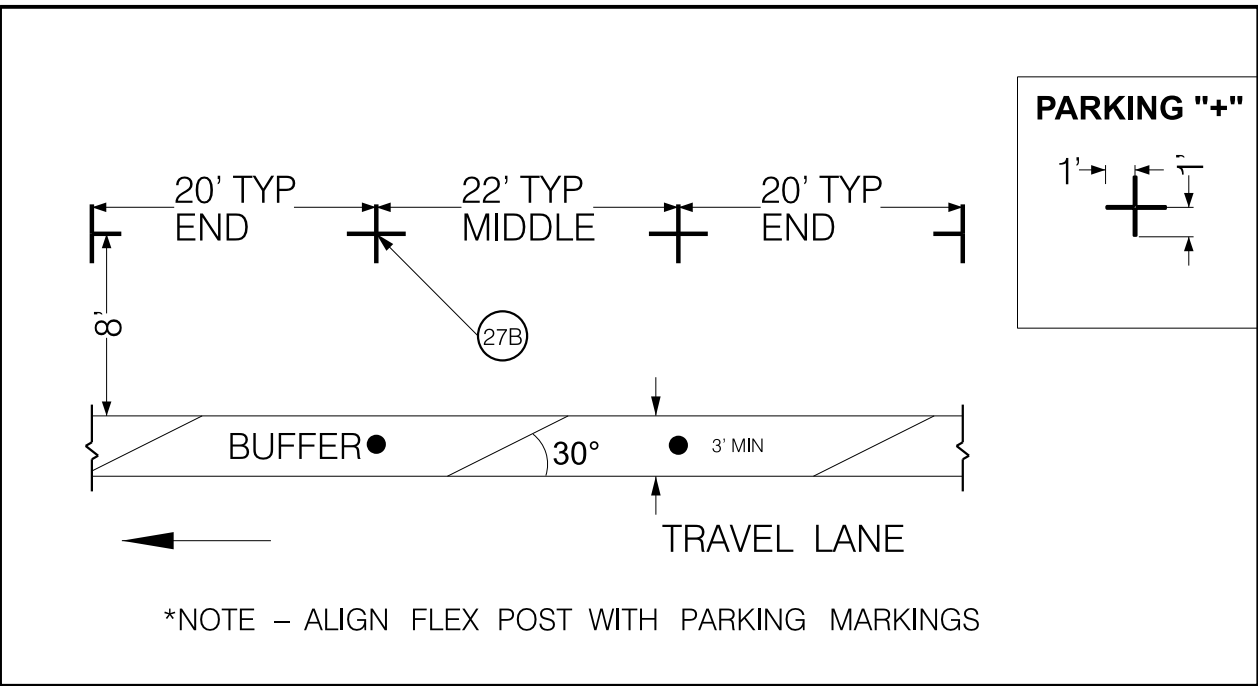
DETAIL "F" - SKIPPED GREEN MARKINGS MIXING ZONE  
NOT TO SCALE



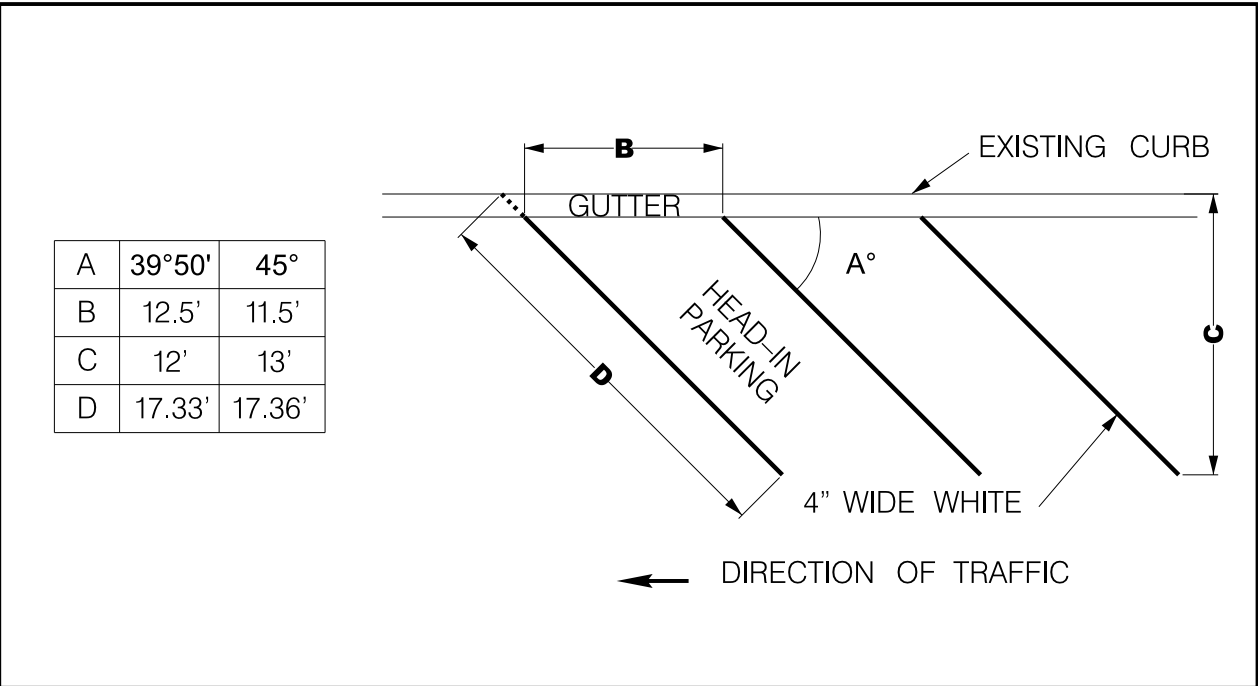
DETAIL "G" - SHARROW INSTALLATION DETAIL  
NOT TO SCALE



DETAIL "H" - PARALLEL PARKING SPACE MARKING DETAIL  
NOT TO SCALE



DETAIL "I" - PARALLEL PARKING WITH BUFFER DETAIL  
NOT TO SCALE



DETAIL "J" - ANGLE PARKING DETAIL  
NOT TO SCALE

LEGEND

- XXX CALTRANS STANDARD PLAN A20A - A20D STRIPING DETAIL NUMBER
- PAVEMENT ARROW TYPE IV(L) PER CALTRANS STANDARD PLAN A24A
- PAVEMENT ARROW TYPE IV(R) PER CALTRANS STANDARD PLAN A24A
- PAVEMENT ARROW TYPE VIII(MOD) PER CALTRANS STANDARD PLAN A24A
- PAVEMENT ARROW TYPE I PER CALTRANS STANDARD PLAN A24A
- PAVEMENT ARROW TYPE VII(L) PER CALTRANS STANDARD PLAN A24A
- PAVEMENT ARROW TYPE VII (R) PER CALTRANS STANDARD PLAN A24A
- BIKE LANE SYMBOL WITH PERSON AND ARROW PER CALTRANS STANDARD PLAN C24A AND A24C.
- SHARED LANE (A.K.A. SHARROW) MARKING PER CALTRANS STANDARD PLAN A24C
- "STOP" MARKING PER CALTRANS STANDARD PLAN A24D.
- PROPOSED STRIPING/PAVEMENT MARKINGS
- EXISTING STRIPING/PAVEMENT MARKINGS
- EXISTING TRAFFIC SIGNAL
- PROPOSED CURB RAMP
- EXISTING CURB RAMP
- PROPOSED TRAFFIC SIGN
- EXISTING TRAFFIC SIGN
- DIRECTION OF TRAFFIC
- PAVEMENT ARROW
- EXISTING DRIVEWAY
- SINGLE HEAD PARKING METER
- DOUBLED HEAD PARKING METER
- EXISTING PEDESTRIAN BARRICADE
- PROPOSED CHANNELIZING POST
- EXISTING CHANNELIZING POST
- EXISTING PAY STATION

ABBREVIATIONS

- RC RED CURB
- BC BLUE CURB
- GC GREEN CURB
- YC YELLOW CURB
- WC WHITE CURB
- FP FREE PARKING
- AD AC DIKE
- B BLUE ZONE
- G GREEN ZONE
- Y YELLOW ZONE
- W WHITE ZONE

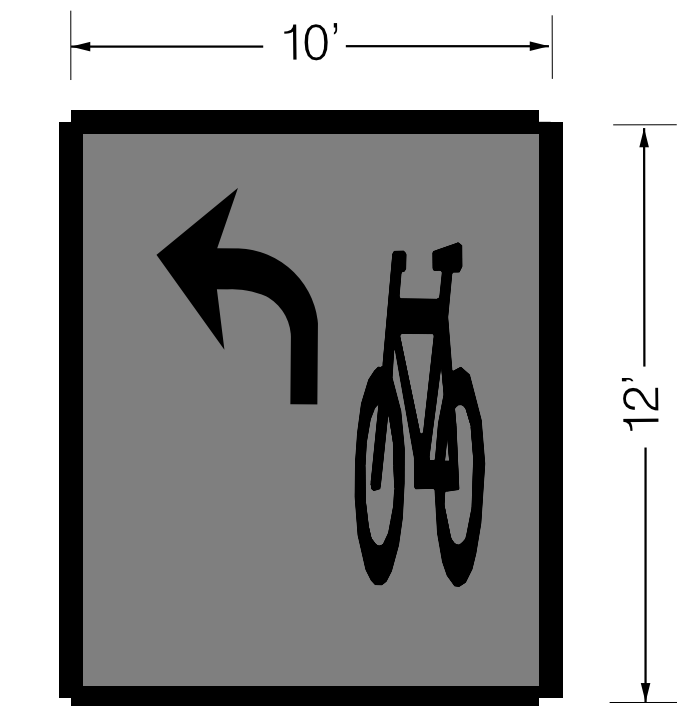
NOTE: ENSURE BIKE LANE SYMBOL AND ARROW CENTERED ON AC PAVEMENT OF CYCLE TRACK PER DIRECTION FOR DETAIL "A", "B", AND "C".

PLANS FOR THE CONSTRUCTION OF  
DOWNTOWN COMPLETE STREETS  
IMPLEMENTATION-PHASE 3A1  
LEGENDS, ABBREVIATIONS, AND DETAILS

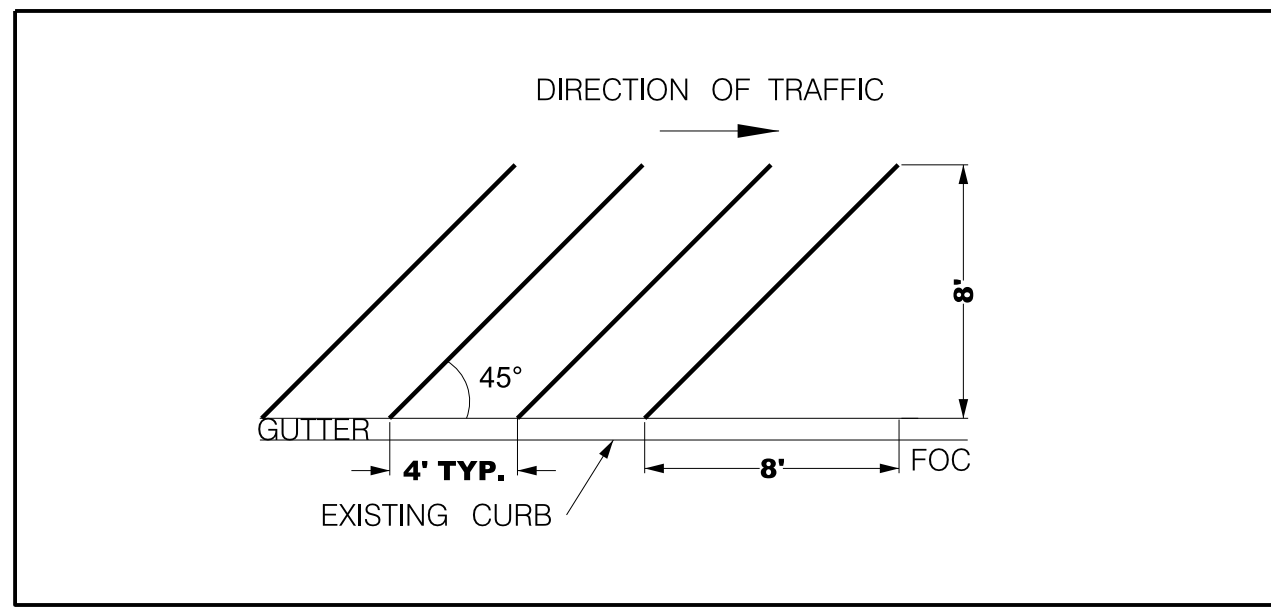
CITY OF SAN DIEGO, CALIFORNIA ENGINEERING & CAPITAL PROJECTS DEPARTMENT SHEET 25 OF 38 SHEETS				WBS#	B-19144
APPROVED: FOR CITY ENGINEER DAVIDE ZHANG PRINT NAME		DATE C70571 RCE#		SUBMITTED BY: JINSIL KIM PROJECT MANAGER	
DESCRIPTION		BY	APPROVED	DATE	FILMED
ORIGINAL		11/11			
CONTRACTOR		DATE STARTED		SEE SHEETS CCS27 COORDINATE	
INSPECTOR		DATE COMPLETED		SEE SHEETS CCS83 COORDINATE	
				41757-25-D	



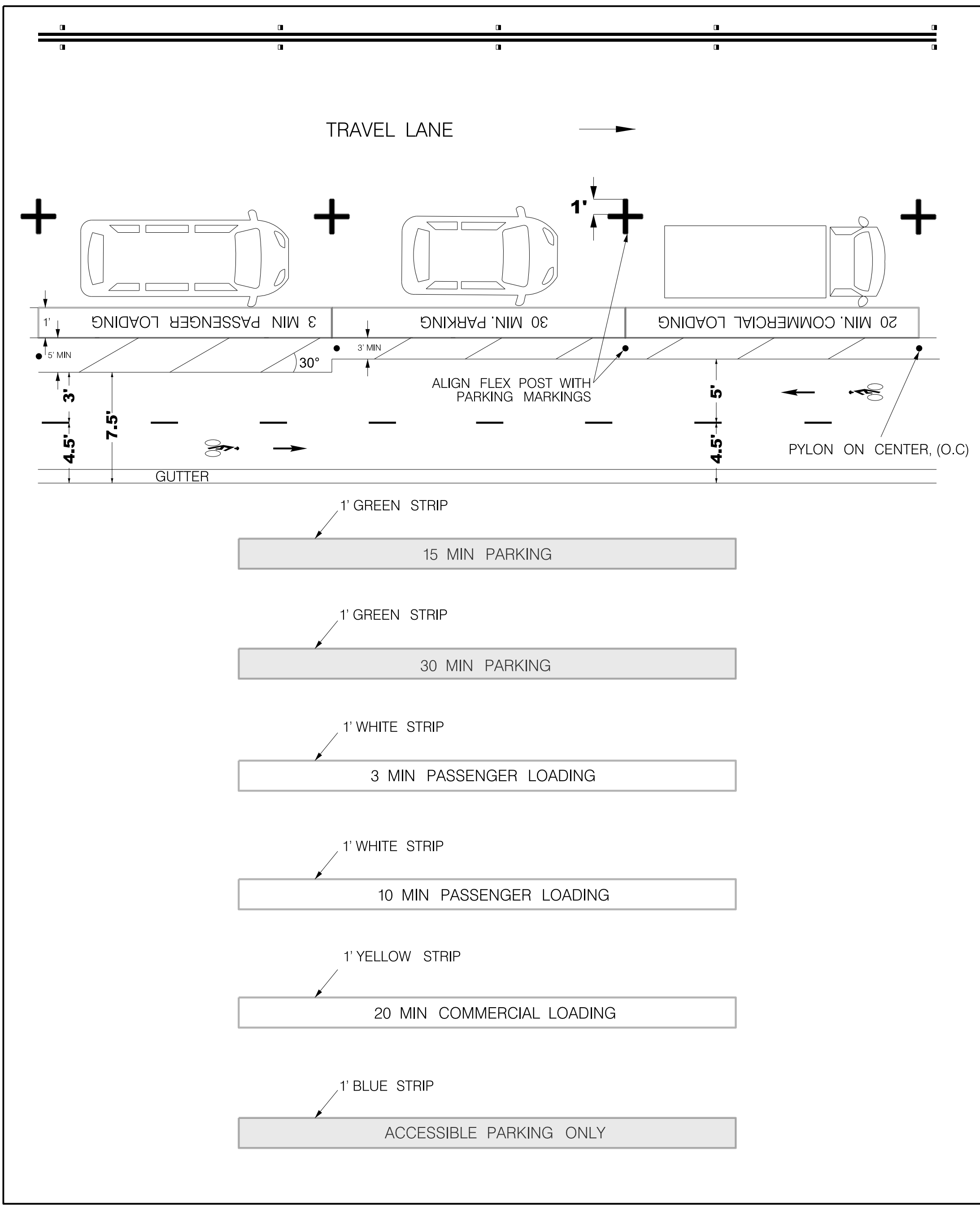
DETAILS



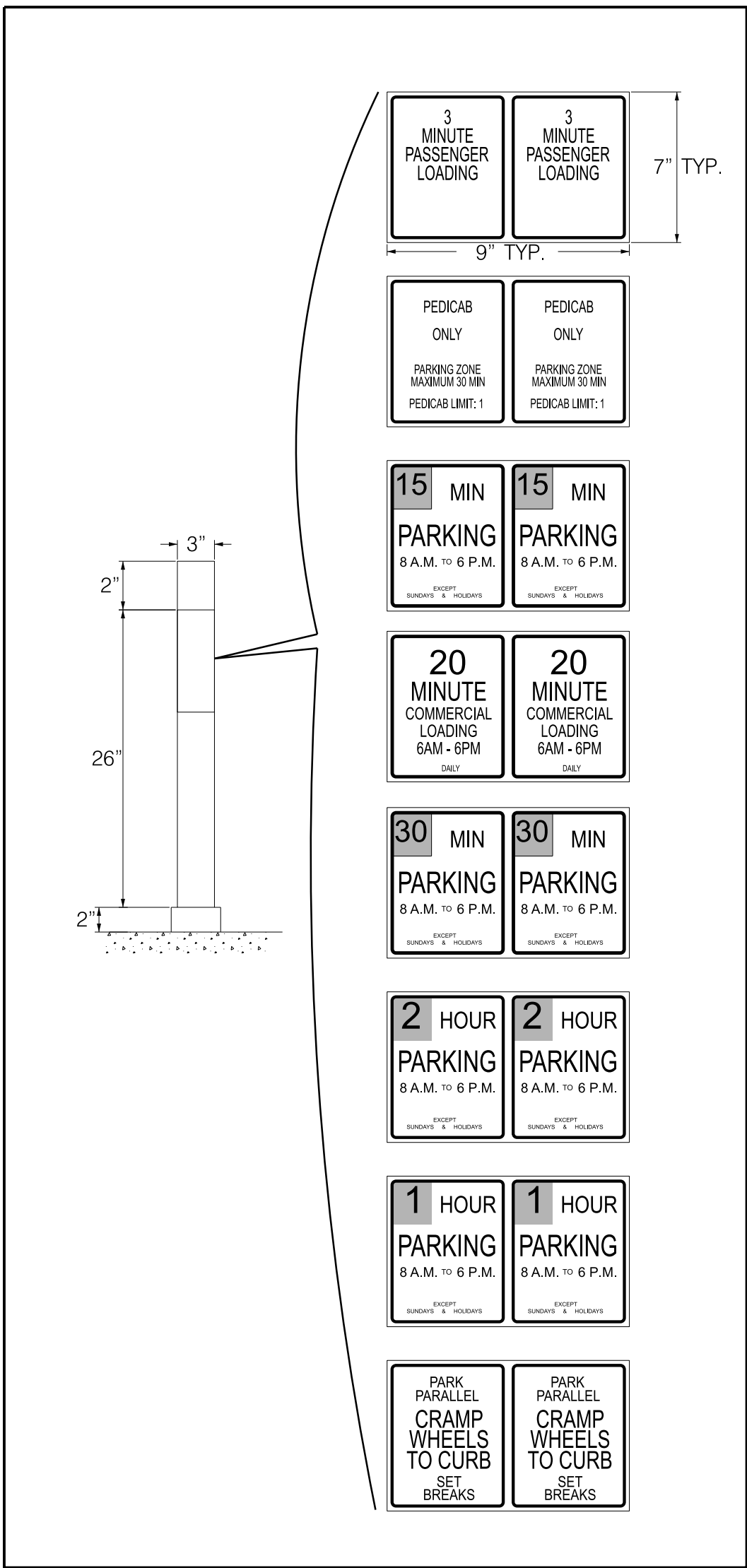
DETAIL "K" TERMO GREEN  
TWO-STAGE TURN  
QUEUE BOX  
NOT TO SCALE



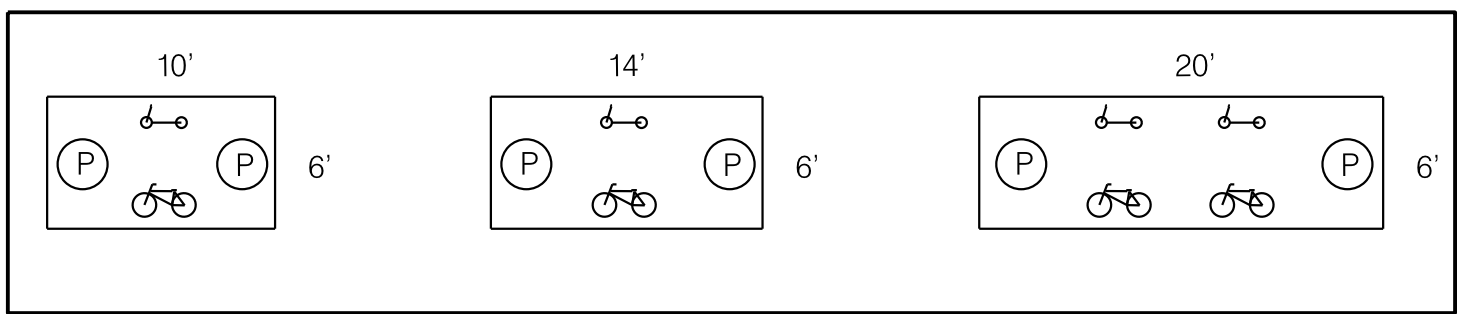
DETAIL "L" - MOTORCYCLE STALL DETAIL  
NOT TO SCALE



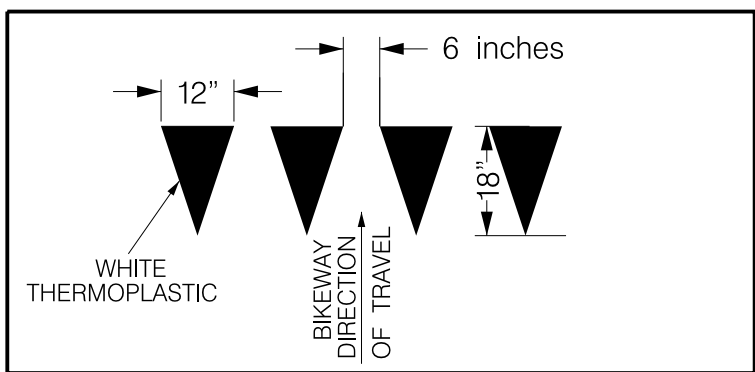
DETAIL "M" - FLOATING PARALLEL PARKING DETAIL  
NOT TO SCALE



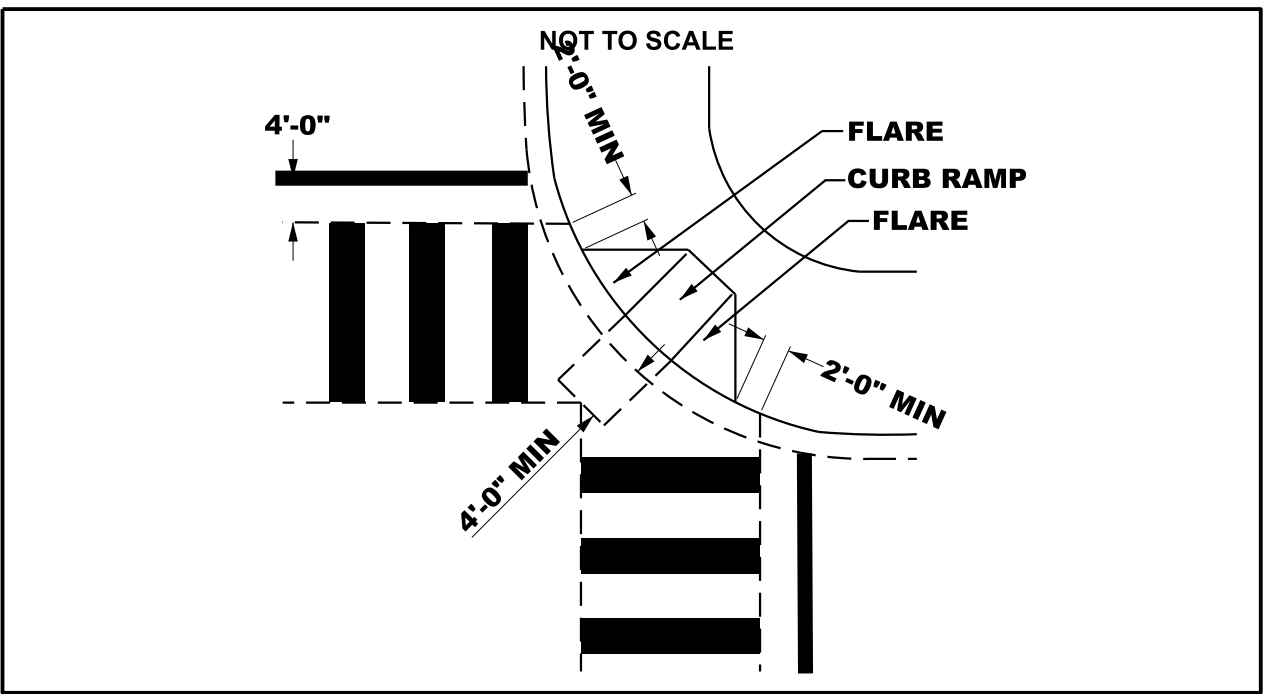
DETAIL "N" - ENGINEERING GRADE REFLECTIVE SHEETING  
DECAL ON CHANNELIZER DETAIL  
NOT TO SCALE



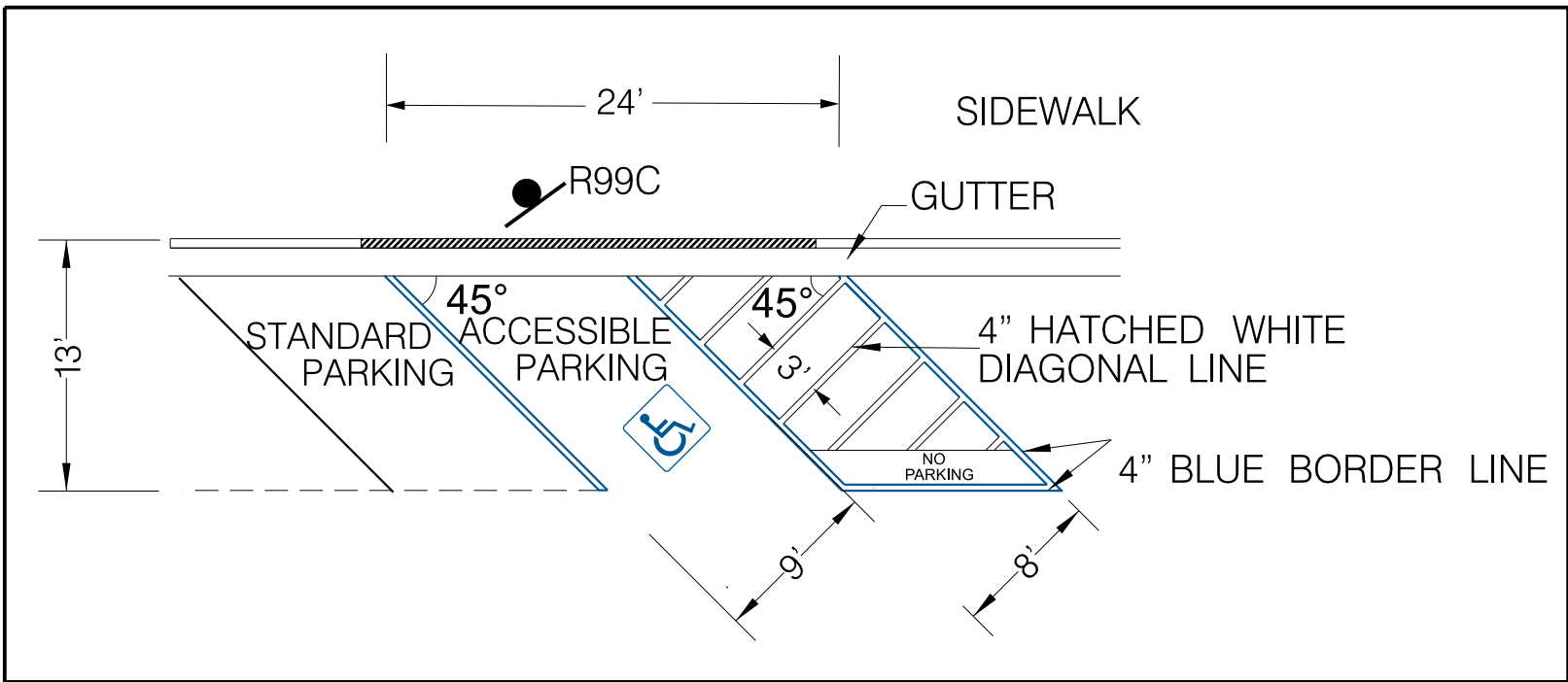
DETAIL "O" - PARKING CORRAL BOX DETAIL  
NOT TO SCALE



DETAIL "P" - BIKE YIELD LINES  
NOT TO SCALE



DETAIL "H" - SINGLE CURB RAMP CORNER  
NOT TO SCALE



DETAIL 1 - ACCESSIBLE PARKING PER SDM-117  
(NOT TO SCALE)

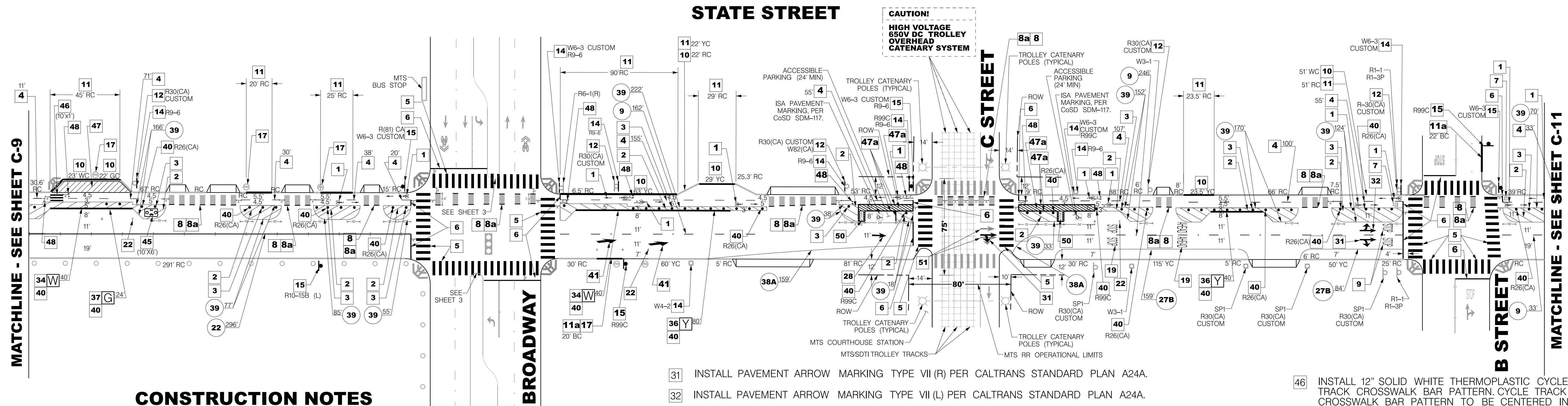
C-22

PLANS FOR THE CONSTRUCTION OF  
DOWNTOWN COMPLETE STREETS  
IMPLEMENTATION-PHASE 3A1  
CONSTRUCTION NOTES AND DETAILS

CITY OF SAN DIEGO, CALIFORNIA ENGINEERING & CAPITAL PROJECTS DEPARTMENT SHEET 26 OF 38 SHEETS					WBS# B-19144
APPROVED: FOR CITY ENGINEER DAYUE ZHANG PRINT NAME					SUBMITTED BY: JINSIL KIM PROJECT MANAGER
DATE C70971 PCE#					TAMINA IGARTUA PROJECT ENGINEER
DESCRIPTION	BY	APPROVED	DATE	FILMED	SEE SHEETS CCS27 COORDINATE
ORIGINAL	11/11				SEE SHEETS CCS83 COORDINATE
CONTRACTOR INSPECTOR					41757-26-D
DATE STARTED DATE COMPLETED					



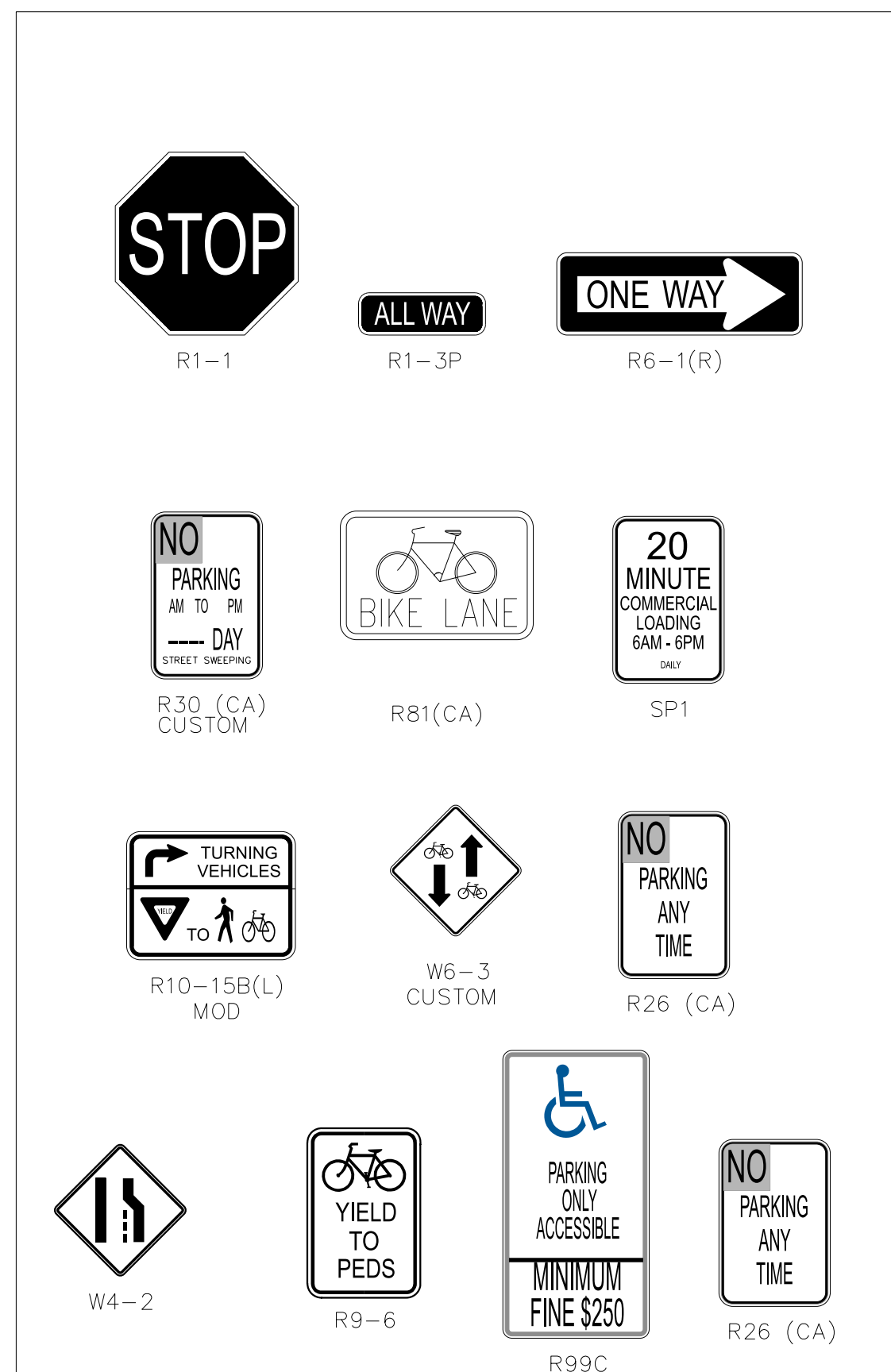
**STATE STREET**





## CONSTRUCTION NOTES

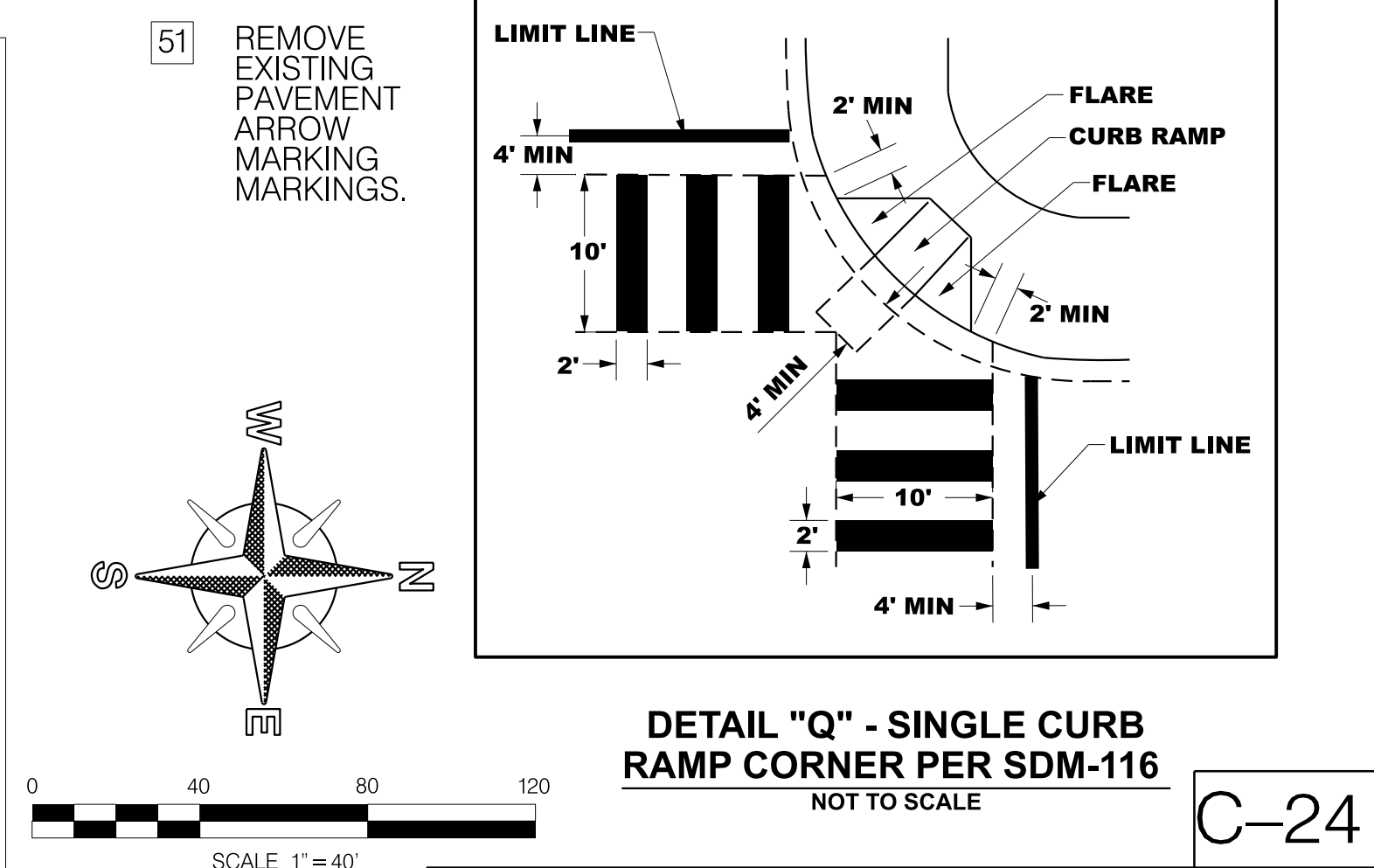
- 1 INSTALL BIKE LANE SYMBOL WITH HELMETED BICYCLIST AND ARROW PER CALTRANS STANDARD PLAN A24A AND A24C AT 300' INTERVALS TYPICAL OR AS INDICATED IN PLAN. ENSURE THE BIKE LANE SYMBOL CENTERED ON AC PAVEMENT OF THE CYCLE TRACK.
- 2 INSTALL 6" WHITE DIAGONAL CROSS HATCHING THERMOPLASTIC STRIPE, ANGLED AT 30 DEGREES AND AT 10' INTERVALS. SEE DETAIL "A".
- 3 INSTALL PEXCO CITY POST OR EQUAL DELINEATORS AT 10' INTERVALS O.C. OF BUFFER STRIPE AS SHOWN ON PLANS. SEE DETAIL "A".
- 4 INSTALL BROKEN YELLOW CYCLE TRACK CENTERLINE PER CA MUTCD FIGURE 9C-2A. SEE DETAIL "A".
- 5 INSTALL CONTINENTAL CROSSWALK PER CITY OF SAN DIEGO STANDARD DRAWING, SDM-116 OR COLOR YELLOW AS SPECIFIED ON PLAN. ALL STRIPING AND MARKINGS SHALL BE MINIMUM OF 4' FROM CONTINENTAL CROSSWALK. ONLY STRIPE CONTINENTAL CROSSWALKS WITHIN RESURFACING LIMITS. RESIDENT ENGINEER TO APPROVE CROSSWALK STRIPING PATTERN IN FIELD PRIOR TO INSTALLATION. SEE DETAILS "Q".
- 6 INSTALL 12" SOLID WHITE THERMOPLASTIC LINE PER CALTRANS STANDARD PLAN A24G. SEE DETAILS "Q".
- 7 INSTALL 3'X5' "STOP" PAVEMENT LEGEND IN THE BIKE LANE.
- 8 INSTALL 2 COATS OF ENNIS #985216 GREEN PAINT AND RETROREFLECTIVE BEADS FOR EACH COAT. GREEN PAINT SHOULD NOT BE PLACED IN GUTTER PANS WHERE PRESENT. SEE DETAILS "D" THROUGH "F".
- 8a INSTALL GREEN THERMOPLASTIC (ENNIS FLINT PMSK LT GR-SKIDSLIP RESISTANT BIKE LANE GREEN PERFORMED THERMOPLASTIC PAVEMENT MATERIAL OR APPROVED EQUAL). GREEN THERMOPLASTIC SHOULD NOT BE PLACED IN GUTTER PAN WHERE PRESENT. SEE DETAILS 'D' THROUGH 'F' GREEN BIKE LANE GREEN DASHED PATTERN LAYOUT WITH DETAIL 39A ON BOTH SIDES.
- 9 INSTALL "STOP" MARKING PER CALTRANS STANDARD PLAN A24D 8' FROM LIMIT LINE OR AS INDICATED ON PLANS.
- 10 REMOVE EXISTING CURB MARKINGS.
- 11 INSTALL CURB MARKINGS.
- 11a INSTALL BC CURB MARKINGS PER SDM-117. CONTRACTOR TO COORDINATE WITH CITY OF SAN DIEGO RESIDENT ENGINEER ON RELOCATION OF OBSTACLES ON THE SIDEWALK CONFLICTING WITH ADA PARKING.
- 12 REMOVE AND SALVAGE EXISTING SIGN.
- 13 REMOVE EXISTING POST.
- 14 INSTALL NEW SIGN.
- 15 INSTALL NEW SIGN AND POST PER SDM-104. CONTRACTOR TO CONFIRM EXISTING BASEMENT AND UNDERGROUND ELECTRICAL CONFLICTS. CONTRACTOR TO USE ANCHOR PLATE AND BOLT NOT TO EXCEED 12 INCHES BELOW EXISTING SURFACE FOR SIGN LOCATIONS IN CONFLICTS. CONTRACTOR TO PROTECT EXISTING BASEMENT AND EQUIPMENT IN PLACE.
- 17 DURING PARKING STRIPING CONFIGURATION, FOR THE INSTALLATION, REMOVAL, RELOCATION OF PARKING METERS, AND MULTI-SPACE PAY STATIONS, CONTRACTOR TO COORDINATE WITH FOLLOWING STAFF FROM METER OPERATIONS:  
JOHN KAFULIDES JR AT 619-236-7128  
BENITO ACASIO AT 619-525-8640  
ROBERT EWING AT 619-525-8608
- 19 INSTALL PAVEMENT LEGEND.
- 22 INSTALL PARKING SPACE MARKINGS CONSISTS OF T'S ON THE END MARKINGS AND +S FOR THE INTERIOR STALL MARKINGS PER FIGURE 3B-21 (CA) ON PAGE 739 OF 2014 CA MUTCD. SEE DETAIL "H".
- 28 INSTALL PAVEMENT ARROW MARKING TYPE I, 10'-0" PER CALTRANS STANDARD PLAN A24A.

## SIGN LEGEND



## LEGEND

-  EXISTING SIGN ON EXSITING POST  
 EXISTING AND NEW BACK-TO-BACK SIGNS ON EXISTING POST  
 PROPOSED SIGN ON EXSITING POST  
 PROPOSED SIGN AND POST  
  - PROPOSED CHANNELING POST STRIPING DETAIL NO.  
  - EXISTING BOLLARD EXISTING STREET LIGHT  
 EXISTING TRAFFIC SIGNAL  
 EXISTING PARKING METER  
RC RED CURB  
YC YELLOW CURB  
WC WHITE CURB  
GC GREEN CURB  
 WHITE ZONE WITH "3 MIN. PASSAGER LOADING" STENCIL  
 GREEN ZONE (15MIN PARKING)  
 YELLOW ZONE (20 MIN. COMMERCIAL LOADING)



**DETAIL "Q" - SINGLE CURB  
RAMP CORNER PER SDM-116**  
NOT TO SCALE

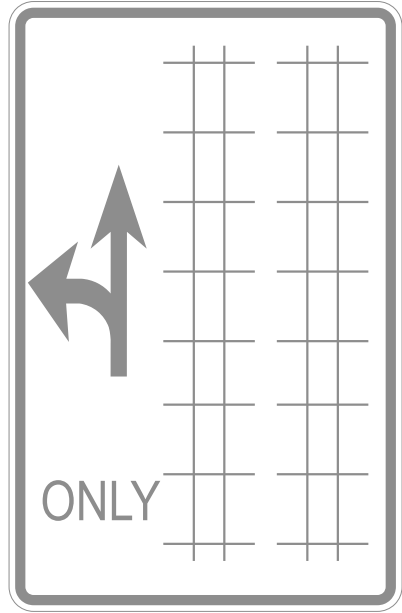
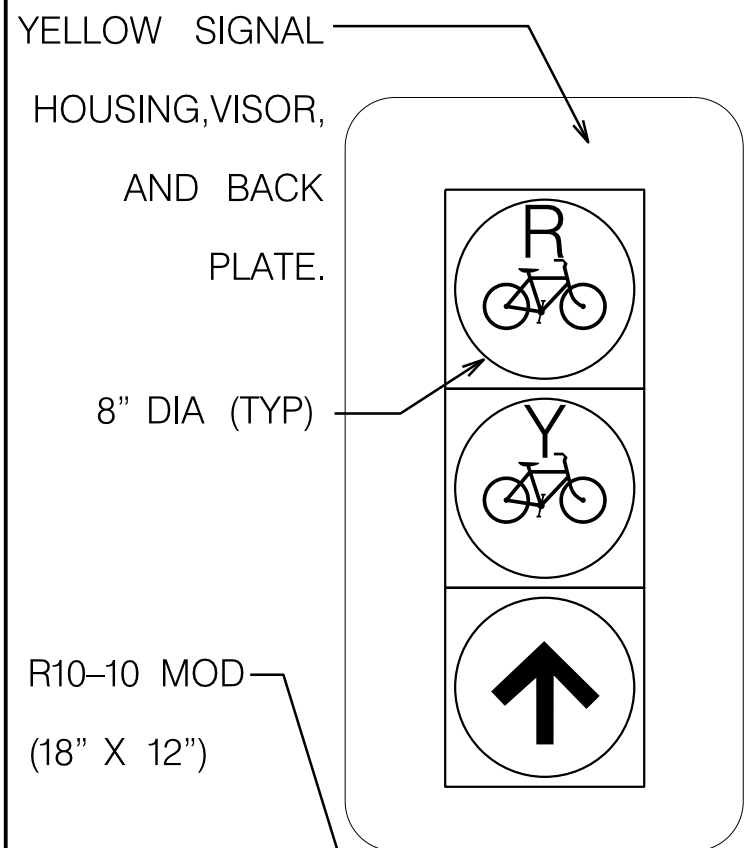
C-24

DOWNTOWN COMPLETE STREETS  
IMPLEMENTATION PHASE 3A1  
STRIPING AND SIGNING PLAN  
STATE STREET

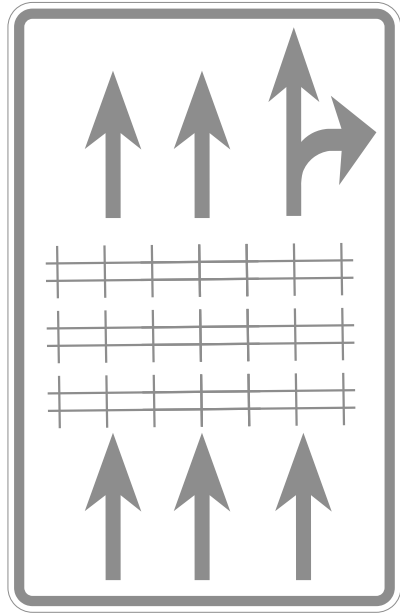
BETWEEN SOUTH OF BROADWAY AND B STREET

CITY OF SAN DIEGO, CALIFORNIA ENGINEERING & CAPITAL PROJECTS DEPARTMENT SHEET 28 OF 38 SHEETS					WBS <u>B-19144</u>	
APPROVED: _____ FOR CITY ENGINEER _____ DATE _____ DAYLE ZHANG _____ C70971 PRINT NAME _____ RCE# _____					SUBMITTED BY: <u>JINSIL KIM</u> PROJECT MANAGER  <u>TAMINA IGARTUA</u> PROJECT ENGINEER	
DESCRIPTION		BY	APPROVED	DATE	FILMED	
ORIGINAL		TL/TL				
CONTRACTOR		DATE STARTED				
INSPECTOR		DATE COMPLETED				
					198-1713 CCS27 COORDINATE 1838-6274 CCS83 COORDINATE	
					41757-28-D	

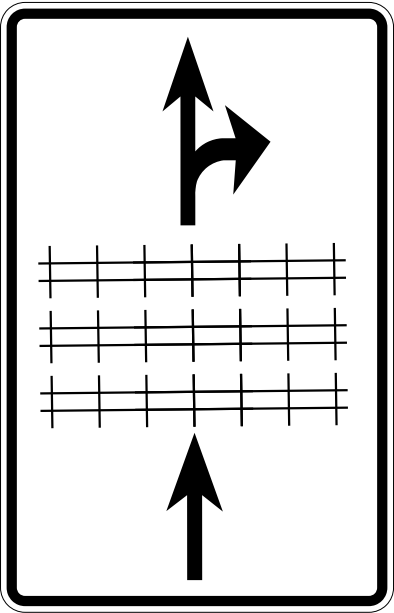




SPL-01



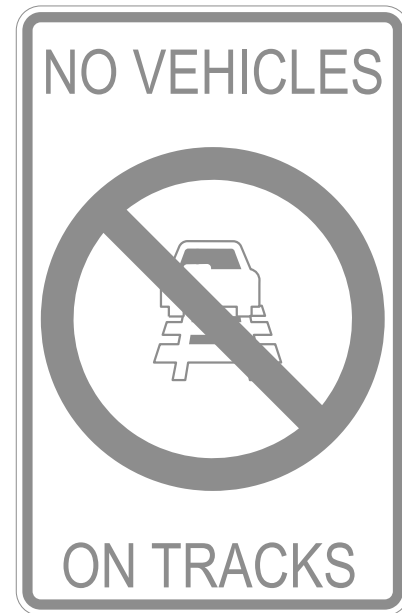
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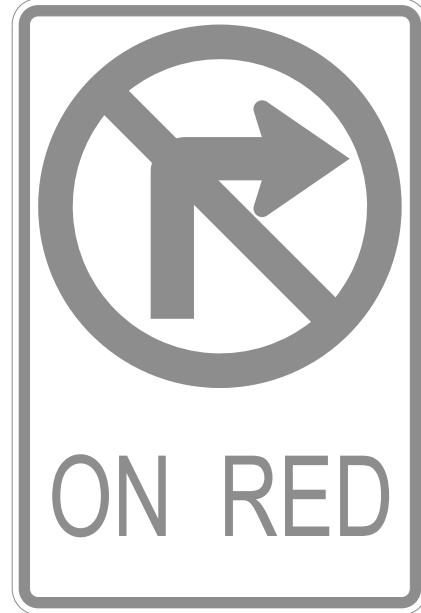
SPL-03



DETAIL "A"  
NOT TO SCALE

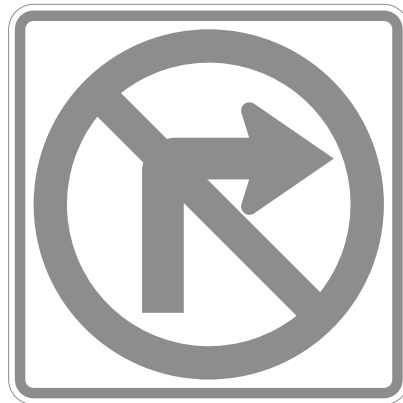


R15-6



R13A(CA)

"MTS RR OPERATIONAL LIMITS"



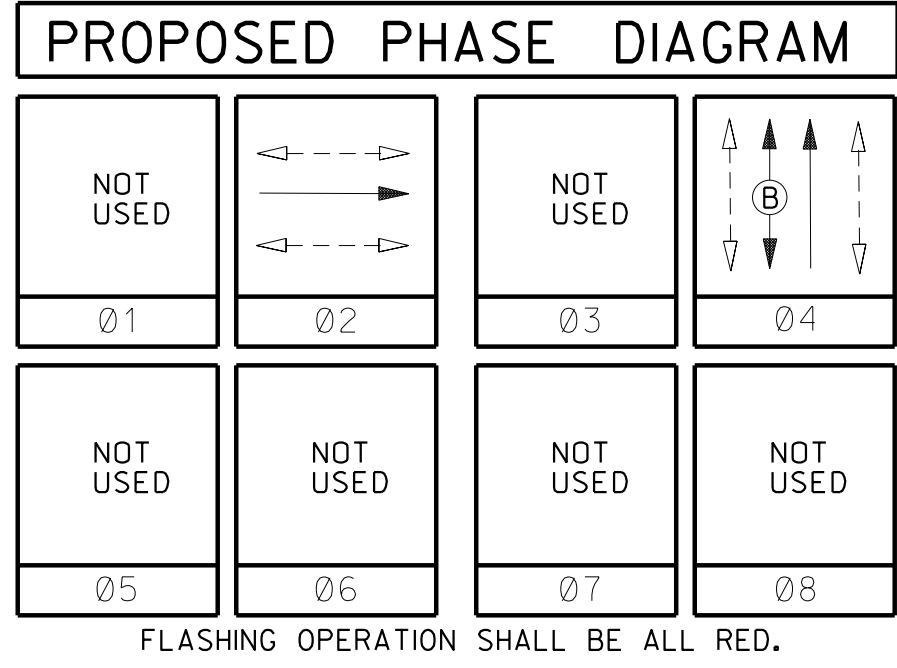
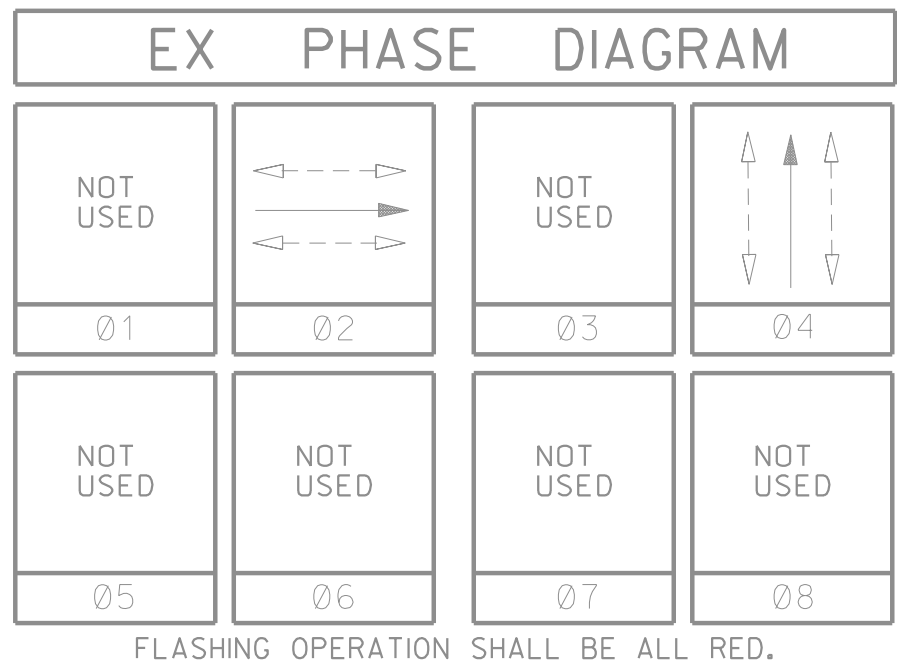
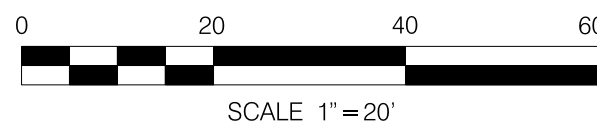
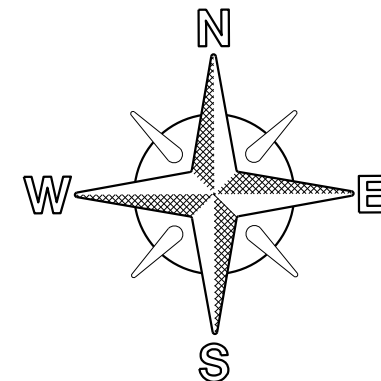
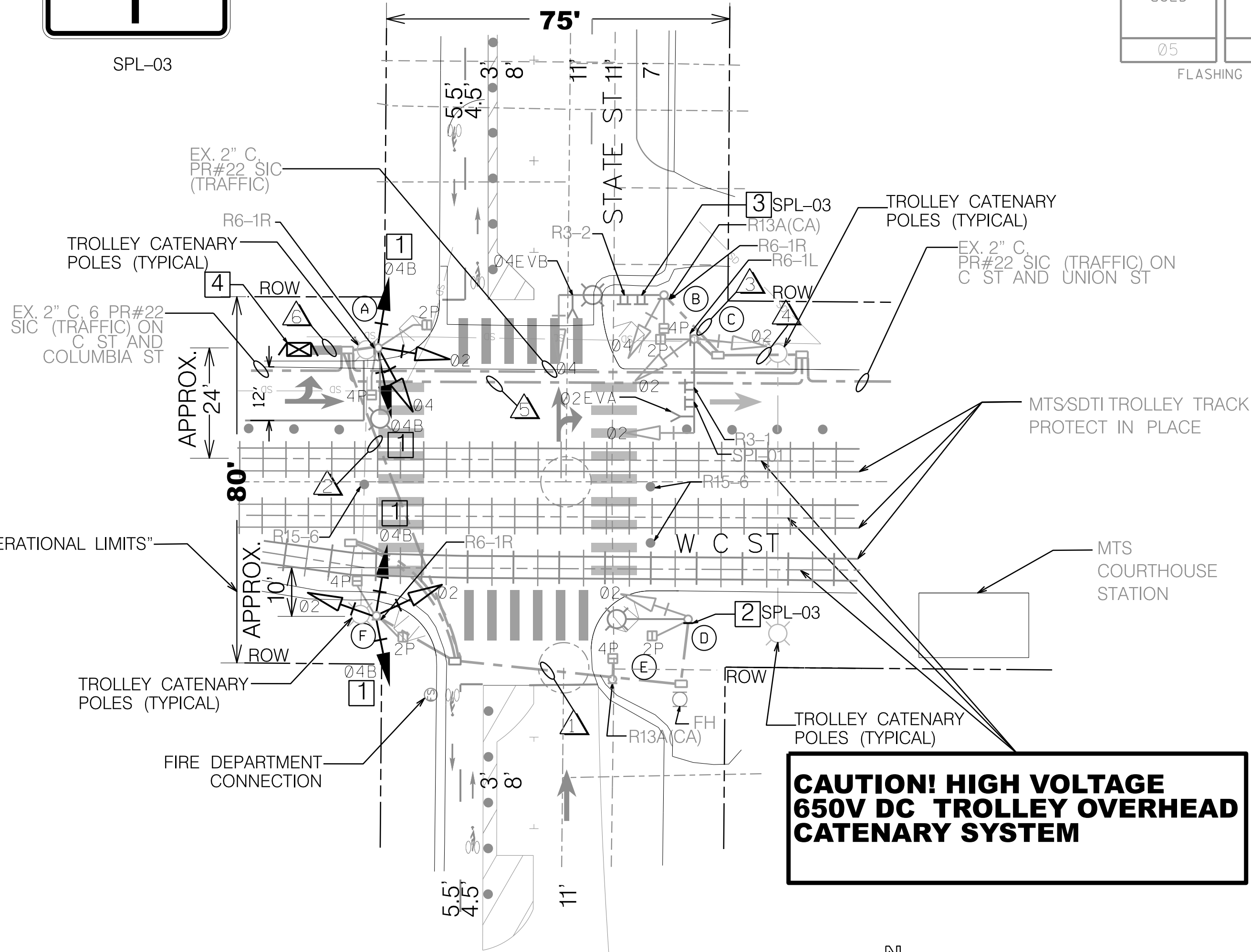
R3-1



R3-2



R6-1R



DETECTOR ASSIGNMENT

DET.	PHASE	SLOT	FIELD TERMINAL
EVA	2	J12U	T9-4 & COM 6
EVB	4	J13U	T9-7 & COM 9
FLASH	-	I14U	T8-10 & COM 12

CONDUCTOR			TABLE					
AWG SIZE OR CABLE TYPE	P H A S E	POLE OR CIRCUIT	CONDUIT SIZE & RUN					
			3" 1	3" 2	3" 3	3" 4	3" 5	1-2" 3-3" 6
3      12	C O N D U C T O R S	POLE - A	-	-	-	-	-	2
		POLE - B	-	-	-	-	-	1
		POLE - C	-	-	-	-	-	1
		POLE - D	-	-	-	-	-	1
		POLE - E	-	-	-	-	-	1
		POLE - F	-	2	-	-	-	2
			-	-	-	-	-	-
TOTAL 3 AND 12 CSC CABLES			2	4	1	1	2	8
NO. 6		SIGNAL SERVICE	-	-	-	-	2	2
NO. 8		COMMON GROUND	-	-	-	-	1	1
NO. 10		LIGHTING	2	2	2	2	2	-
		INTERCONNECT CABLE	-	-	-	-	-	2
		LOOP DETECTOR	-	-	-	-	-	-
TYPE  "B"  DLC		" "	-	-	-	-	-	-
		" "	-	-	-	-	-	-
		" "	-	-	-	-	-	-
		" "	-	-	-	-	-	-
		" "	-	-	-	-	-	-
EMERGENCY VEHICLE DETECTOR (EV-DLC)			-	-	1	2	2	2
TOTAL CABLES AND CONDUCTORS			4	6	4	5	9	15

CONSTRUCTION NOTES

- FURNISH AND INSTALL BICYCLE TRAFFIC SIGNAL HEAD WITH R10-10 MOD PER DETAIL "A" WITH NEW MOUNTING.
- REMOVE AND SALVAGE EXISTING POLE MOUNTED SIGN SPL-02. FURNISH AND INSTALL NEW POLE MOUNTED SIGN SPL-03.
- REMOVE AND SALVAGE EXISTING MAST ARM MOUNTED SIGN SPL-02. FURNISH AND INSTALL NEW MAST ARM MOUNTED SIGN SPL-03.
- REMOVE AND SALVAGE EXISTING CONTROLLER CABINET AND MODEL 170 /170E CONTROLLER. PROVIDE SALVAGED MODEL 170 /170E CONTROLLER TO CITY FORCES. FURNISH AND INSTALL NEW 336L CABINET WITH MODEL 2070LX CONTROLLER WITH Q-FREE MAXTIME SOFTWARE AND 2010E CLIP CONFLICT MONITOR UNIT. REMOVE AND REWIRE ALL CONDUCTORS TO NEW CONTROLLER CABINET AND LAND TO ASSIGNED TERMINALS FOR FULL OPERATION OF TRAFFIC SIGNAL.

POLE SCHEDULE												
STANDARD					LUMINAIRE	PLACEMENT		SIGNAL MOUNTING		PEDESTRIAN		REMARKS
No.	TYPE	HGT.	SIG. M.A.	LUM. M.A.	L.E.D. TYPE	A	B	VEHICLE		SIGNAL	PPB	
(A)	1A	10'	-	-	-	EX	EX	-	TV-4-T	SP-2-T	-	1
(B)	19-3-100	30'	30'	15'	Z14	EX	EX	MAS	SV-1-T	SP-1-T	-	3
(C)	16-3-100	18.5'	15'	-	-	EX	EX	MAS	SV-2-TB	SP-1-T	-	
(D)	15TS	30'	-	15'	Z14	EX	EX	-	SV-1-T	SP-1-T	-	2
(E)	UNKNOWN	-	-	-	-	EX	EX	-		SP-1-T	-	
(F)	1A	10'	-	-	-	EX	EX	-	TV-4-T	SP-2-T	-	1

PLANS FOR THE CONSTRUCTION OF  
DOWNTOWN COMPLETE STREETS  
IMPLEMENTATION-PHASE 3A1  
STATE ST & W C ST TRAFFIC SIGNAL

CITY OF SAN DIEGO, CALIFORNIA ENGINEERING & CAPITAL PROJECTS SHEET 35 OF 38 SHEETS		WBS _B-19144_	
APPROVED:	DATE	SUBMITTED BY:	JINSIL KIM PROJECT MANAGER
FOR CITY ENGINEER DAYUE ZHANG DEPUTY CITY ENGINEER	DATE	PROJECT ENGINEER	TAMINA IGARTUA
DESCRIPTION	BY	APPROVED	DATE
ORIGINAL	11/11		
CONTRACTOR	DATE STARTED		
INSPECTOR	DATE COMPLETED		
			1842-6274 CCS83 COORDINATE
			41757-35-D

**APPENDIX M**  
**MTS-PLAN REVIEW LETTER OF ACCEPTANCE**

November 10, 2022

City of San Diego  
525 B St  
Fl 5th  
San Diego, CA 92101  
Attn: Jinsil Kim

Subject: PLAN REVIEW LETTER OF ACCEPTANCE - MTS Application Number: CC-PR-22060  
City of San Diego Downtown Improvements

Dear City of San Diego,

This letter acknowledges that the attached plans submitted by City of San Diego representative, have been reviewed by MTS and/or their consultant in matters relating to MTS transit operations and have been determined to be acceptable.

Please be advised that this letter of acceptance does not constitute a right of entry permit or authorization of work. Those contracted to construct the project will be responsible to obtain a right of entry permit prior to starting any work on MTS operating right of way.

If you have any further question regarding the plan review, please contact me at [MTSROW@sdmts.com](mailto:MTSROW@sdmts.com).

Sincerely,



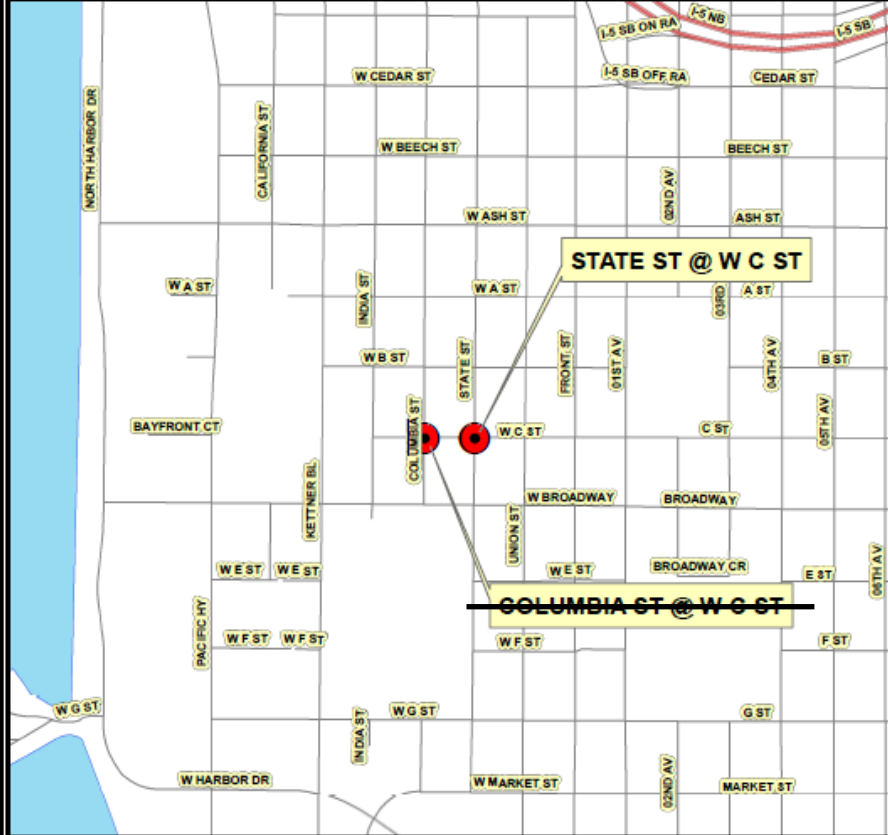
Heather Furey  
Director of Capital Projects

Enclosure: Plans (Pages 1,3-7), Traffic Control Plan



**DOWNTOWN COMPLETE STREET IMPLEMENTATION PHASE 3A1  
MTS/SDTI TROLLEY TRACKS**

**VICINITY MAP**



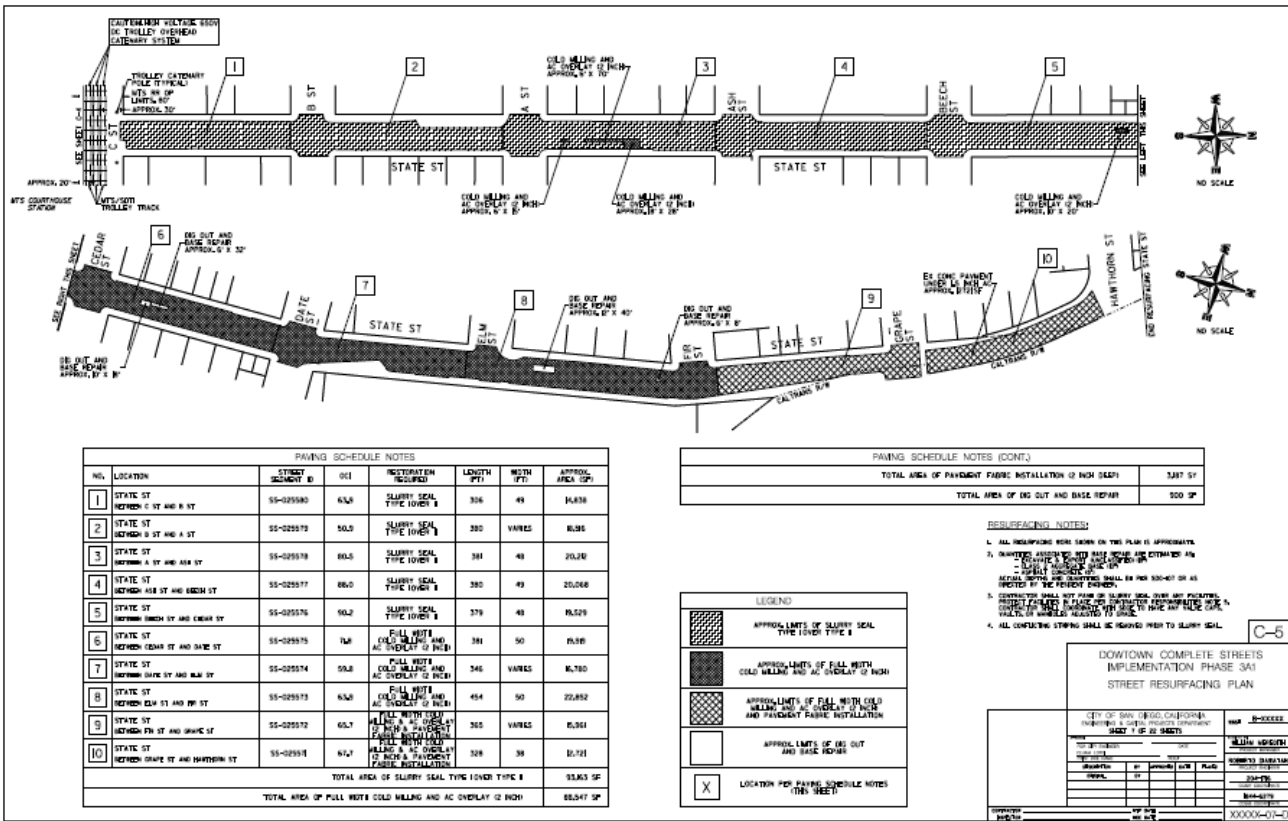
**Legend**

● Phase\_3A1\_Intersection

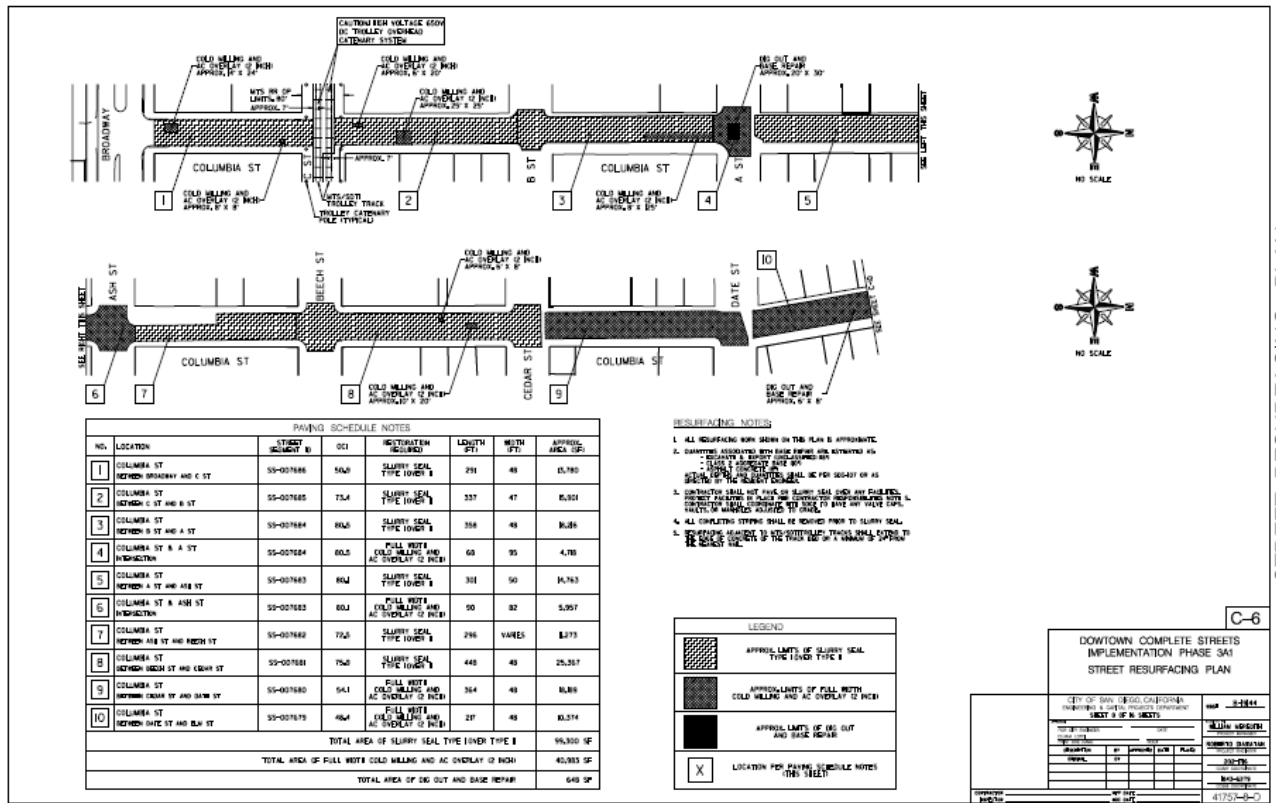


Date: 4/27/2022  
WBS NO: B19144



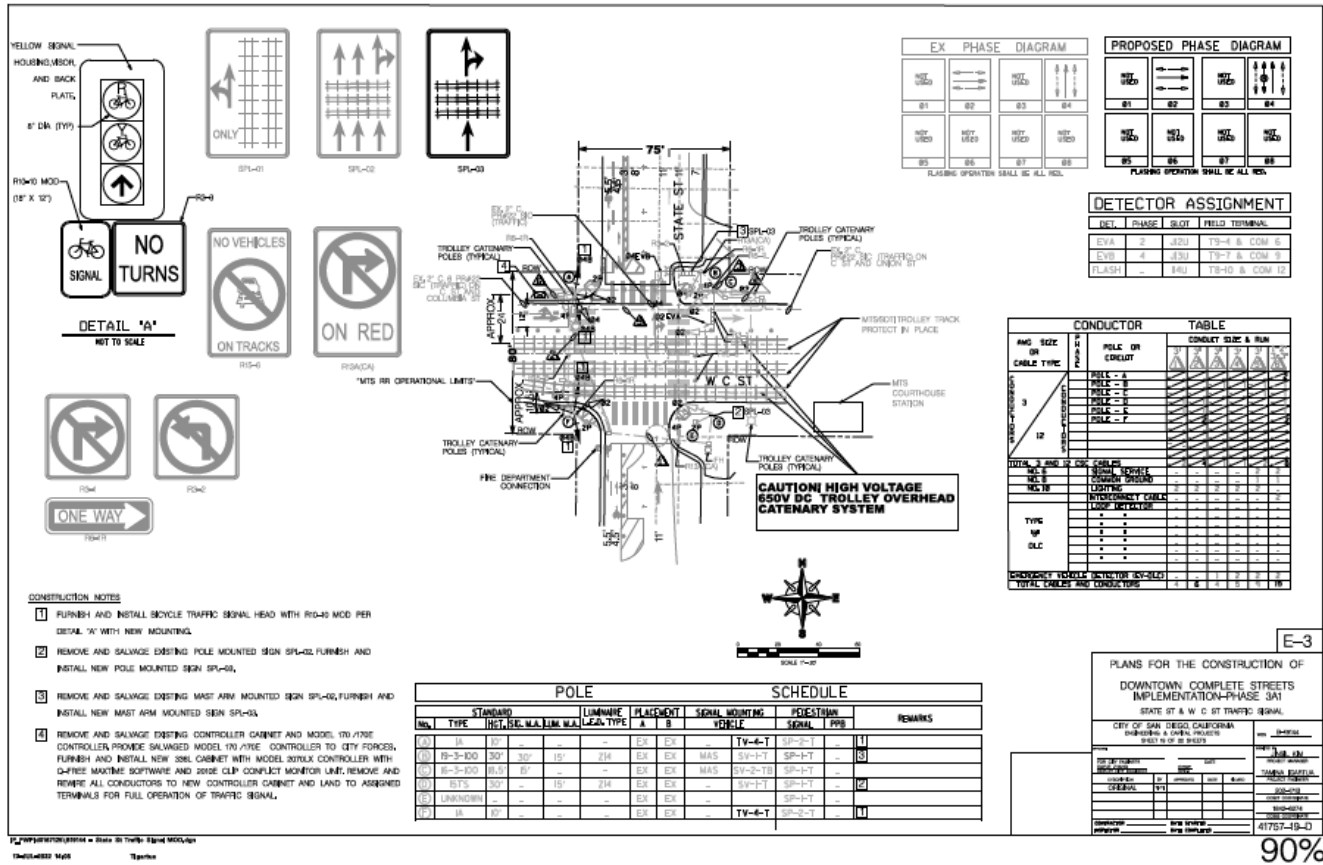


June 30, 2022



July 14, 2022





## **ATTACHMENT F**

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

## ATTACHMENT F

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

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

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

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

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

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

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



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

(A) Who does the In-Use Off-Road Regulation Apply to?

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

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

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

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

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

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

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

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**CONSTRUCTION CONTRACT**

This contract is made and entered into between THE CITY OF SAN DIEGO, a municipal corporation, herein called "City", and **Hazard Construction ENGR, LLC.**, herein called "Contractor" for construction of **Downtown Complete Street Implementation – Phase 3A1**; Bid No. **K-25-2321-DBB-3**; in the total amount of **Two Million Seven Hundred Seventy-Three Thousand Two Hundred Eighty-One Dollars and Ninety Cents (\$2,773,281.90)**.

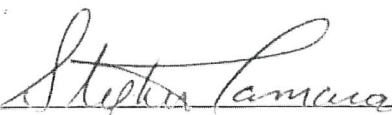
IN CONSIDERATION of the payments to be made hereunder and the mutual undertakings of the parties hereto, City and Contractor agree as follows:

1. The following are incorporated into this contract as though fully set forth herein:
  - (a) The attached Faithful Performance and Payment Bonds.
  - (b) The attached Proposal included in the Bid documents by the Contractor.
  - (c) Reference Standards listed in the Instruction to Bidders and the Supplementary Special Provisions (SSP).
  - (d) That certain documents entitled **Downtown Complete Street Implementation – Phase 3A1** on file in the office of the Purchasing & Contracting Department as Document No. **B-19144** as well as all matters referenced therein.
2. The Contractor shall perform and be bound by all the terms and conditions of this contract and in strict conformity therewith shall perform and complete in a good and workmanlike manner **Downtown Complete Street Implementation – Phase 3A1**, Bid Number **K-25-2321-DBB-3**, San Diego, California.
3. For such performances, the City shall pay to Contractor the amounts set forth at the times and in the manner and with such additions or deductions as are provided for in this contract, and the Contractor shall accept such payment in full satisfaction of all claims incident to such performances.
4. No claim or suit whatsoever shall be made or brought by Contractor against any officer, agent, or employee of the City for or on account of anything done or omitted to be done in connection with this contract, nor shall any such officer, agent, or employee be liable hereunder.
5. This contract is effective as of the date that the Mayor or designee signs the agreement and is approved by the City Attorney in accordance with San Diego Charter Section 40.

**CONTRACT AGREEMENT (continued)**

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

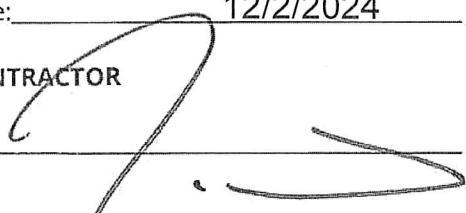
**THE CITY OF SAN DIEGO**

By 

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

Date: 12/2/2024

**CONTRACTOR**

By 

Print Name: JASON A. MORDHORST, PRESIDENT

Title: \_\_\_\_\_

Date: 10/4/24

City of San Diego License No.: B2021008375

State Contractor's License No.: 1038899

DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) REGISTRATION NUMBER: 1000057559

**APPROVED AS TO FORM**

Mara W. Elliott, City Attorney

By 

Print Name: RYAN P. GERRITY  
Deputy City Attorney

Date: 12/3/2024

## **CERTIFICATIONS AND FORMS**

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

## **BIDDER'S GENERAL INFORMATION**

To the City of San Diego:

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

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

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

State of California

County of San Diego

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



## **CONTRACTOR CERTIFICATION**

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### **DRUG-FREE WORKPLACE**

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

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

## **CONTRACTOR CERTIFICATION**

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

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

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

## **CONTRACTOR CERTIFICATION**

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

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

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

## **CONTRACTOR CERTIFICATION**

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### **EQUAL BENEFITS ORDINANCE CERTIFICATION**

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

## **CONTRACTOR CERTIFICATION**

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### **EQUAL PAY ORDINANCE CERTIFICATION**

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

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

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

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

## CONTRACTOR CERTIFICATION

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

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

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

## **CONTRACTOR CERTIFICATION**

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### **PRODUCT ENDORSEMENT**

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

## **AFFIDAVIT OF DISPOSAL**

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

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

**Downtown Complete Street Implementation - Phase 3A1**

(Project Title)

as particularly described in said contract and identified as Bid No. **K-25-2321-DBB-3**; SAP No. (WBS) **B-19144**; and **WHEREAS**, the specification of said contract requires the Contractor to affirm that "all brush, trash, debris, and surplus materials resulting from this project have been disposed of in a legal manner"; and **WHEREAS**, said contract has been completed and all surplus materials disposed of:

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

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

Dated this \_\_\_\_\_ DAY OF \_\_\_\_\_, \_\_\_\_\_.

By: \_\_\_\_\_  
Contractor

**ATTEST:**

State of \_\_\_\_\_ County of \_\_\_\_\_

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

Notary Public in and for said County and State



COMPANY LETTERHEAD

**CERTIFICATE OF COMPLIANCE**

**Materials and Workmanship Compliance**

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

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

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

**Material Description:**

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

Signed by: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Company: \_\_\_\_\_

Date: \_\_\_\_\_

**City of San Diego**

**Engineering & Capital Projects Department, CMFE Division**

**NOTICE OF MATERIALS TO BE USED**

To: \_\_\_\_\_ Date: \_\_\_\_\_, 20\_\_\_\_  
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.

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

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

Distribution:

Supplier

\_\_\_\_\_  
Signature of Supplier

\_\_\_\_\_  
Address

## LIST OF SUBCONTRACTORS

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

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

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

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

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

Form AA35 List of Subcontractors

### NAMED EQUIPMENT/MATERIAL SUPPLIER LIST

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

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

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

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

Form AA40 – Named Equipment/Material Supplier List

## **ELECTRONICALLY SUBMITTED FORMS**

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

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

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

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

## BID BOND

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

KNOW ALL MEN BY THESE PRESENTS,

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

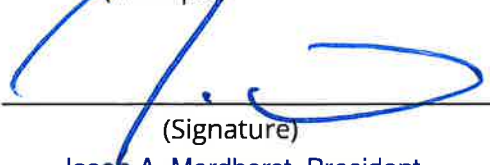
WHEREAS, said Principal has submitted a Bid to said OWNER to perform the WORK required under  
the bidding schedule(s) of the OWNER's Contract Documents entitled:

Downtown Complete Street Implementation - Phase 3A1

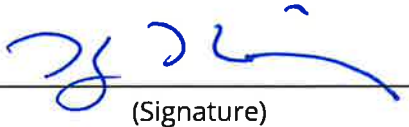
NOW THEREFORE, if said Principal is awarded a contract by said OWNER and, within the time and in  
the manner required in the "Notice Inviting Bids" enters into a written Agreement on the form of  
agreement bound with said Contract Documents, furnishes the required certificates of insurance, and  
furnishes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

SIGNED AND SEALED, this 27<sup>th</sup> day of August, 2024

Hazard Construction Engr LLC (SEAL)  
(Principal)

By:   
(Signature)  
Jason A. Mordhorst, President

Nationwide Mutal Insurance Company (SEAL)  
(Surety)

By:   
(Signature)  
Kyle King, Attorney-in-Fact

(SEAL AND NOTARIAL ACKNOWLEDGEMENT OF SURETY)

## Power of Attorney

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.

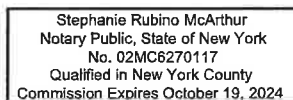


Antonio C. Albanese, Vice President of Nationwide Mutual Insurance Company

### 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.




Notary Public  
My Commission Expires  
October 19, 2024

### 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 27th day of

August, 2024



Assistant Secretary

## 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 California

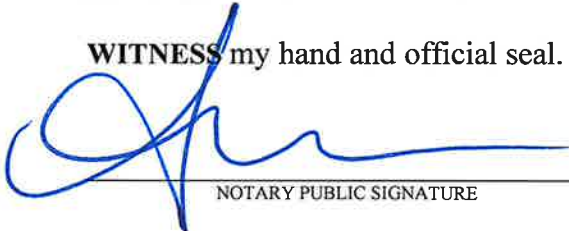
County of San Diego

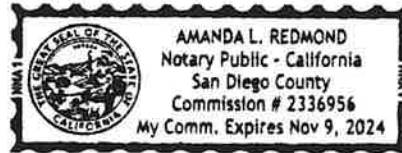
On August 27, 2024 before me, Amanda L. Redmond, Notary Public  
Date NAME, TITLE OF OFFICER - E.G. AJANE DOE, NOTARY PUBLIC  
personally appeared Kyle King  
NAME(S) OF SIGNER(S)

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.

  
\_\_\_\_\_  
NOTARY PUBLIC SIGNATURE (SEAL)





## CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

State of California

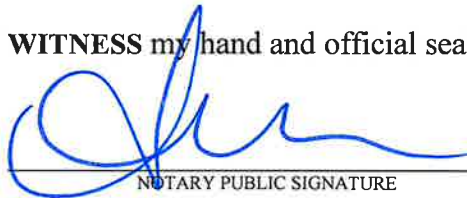
County of San Diego

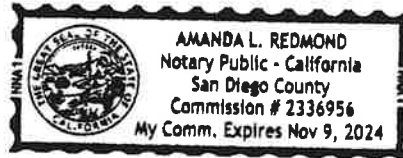
On September 11, 2024 before me, Amanda L. Redmond, Notary Public  
Date NAME, TITLE OF OFFICER - E.G. AJANE DOE, NOTARY PUBLIC  
personally appeared Jason A. Mordhorst  
NAME(S) OF SIGNER(S)

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.

  
\_\_\_\_\_  
NOTARY PUBLIC SIGNATURE (SEAL)



### CONTRACTOR'S CERTIFICATION OF PENDING ACTIONS

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

CHECK ONE BOX ONLY.

- ☒ The undersigned certifies that within the past 10 years the Bidder has NOT been the subject of a complaint or pending action in a legal administrative proceeding alleging that Bidder discriminated against its employees, subcontractors, vendors or suppliers.
- ☐ The undersigned certifies that within the past 10 years the Bidder has been the subject of a complaint or pending action in a legal administrative proceeding alleging that Bidder discriminated against its employees, subcontractors, vendors or suppliers. A description of the status or resolution of that complaint, including any remedial action taken and the applicable dates is as follows:

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

Contractor Name: Hazard Construction Engr LLC

Certified By Jason A. Mordhorst Title President

Name

Signature

Date 9/10/24

**USE ADDITIONAL FORMS AS NECESSARY**

## Mandatory Disclosure of Business Interests Form

### BIDDER/PROPOSER INFORMATION

Legal Name		DBA	
Hazard Construction Engr LLC			
Street Address	City	State	Zip
10529 Vine Street	Lakeside	California	92040
Contact Person, Title		Phone	Fax
Jason A. Mordhorst, President		(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	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

### \* 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

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**

**Downtown Complete Street Implementation - Phase 3A1 - City of San Diego (K-25-2321-DBB-3)**

**Disclosure of Business Interests Form**

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

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

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

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

NAME	TITLE
<u>SEE ATTACHED PRINCIPALS</u>	

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

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

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

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

N/A

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

Contractor Name: Hazard Construction Engr LLC

Certified By Jason A. Mordhorst Title President

  
 Name  
 Signature

Date 9/11/24

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



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

President

W.S. Rogers

Vice President

Mark Thunder

Vice President of Operations

Bryan Seeger

Vice President of Estimating

Emmanuel Gavino

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**:

☒ SUBCONTRACTOR      ☐ SUPPLIER      ☐ MANUFACTURER

NAME	TITLE
GLEN BULLOCK (DICK MILLER)	PRESIDENT

☒ SUBCONTRACTOR      ☐ SUPPLIER      ☐ MANUFACTURER

NAME	TITLE
TIM MARTIN (PRECISION STRIPING)	PRESIDENT

☒ SUBCONTRACTOR      ☐ SUPPLIER      ☐ MANUFACTURER

NAME	TITLE
LAWRENCE ALLEN (ROY ALLEN)	PRESIDENT

☒ SUBCONTRACTOR      ☐ SUPPLIER      ☐ MANUFACTURER

NAME	TITLE
RYAN CLARK (SOUTHWEST SIGNAL SERVICE)	PRESIDENT

Contractor Name: Hazard Construction Engr LLC

Certified By Jason A. Mordhorst Title President

  
 Name  
 Signature

Date 9/11/24

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

## Bid Results

### Bidder Details

Vendor Name	Hazard Construction ENGR LLC
Address	10529 Vine Street Lakeside, California 92040 United States
Respondee	Bryan Seeger
Respondee Title	VP Estimating
Phone	858-587-3600
Email	bseeger@hazardconstruction.com
Vendor Type	CADIR, CAU, MALE
License #	1038899
CADIR	1000057559

### Bid Detail

Bid Format	Electronic
Submitted	09/11/2024 1:30 PM (PDT)
Delivery Method	
Bid Responsive	
Bid Status	Submitted
Confirmation #	394230

### Respondee Comment

### Buyer Comment

### Attachments

File Title	File Name	File Type
B. CONTRACTOR’S CERTIFICATION OF PENDING ACTIONS.pdf	B. CONTRACTOR’S CERTIFICATION OF PENDING ACTIONS.pdf	CONTRACTOR’S CERTIFICATION OF PENDING ACTIONS
C. MANDATORY DISCLOSURE OF BUSINESS INTERESTS FORM.pdf	C. MANDATORY DISCLOSURE OF BUSINESS INTERESTS FORM.pdf	MANDATORY DISCLOSURE OF BUSINESS INTERESTS FORM
D. DEBARMENT AND SUSPENSION CERTIFICATION FOR PRIME CONTRACTOR.pdf	D. DEBARMENT AND SUSPENSION CERTIFICATION FOR PRIME CONTRACTOR.pdf	DEBARMENT AND SUSPENSION CERTIFICATION FOR PRIME CONTRACTOR
E. DEBARMENT AND SUSPENSION CERTIFICATION FOR SUBCONTRACTORS.pdf	E. DEBARMENT AND SUSPENSION CERTIFICATION FOR SUBCONTRACTORS.pdf	DEBARMENT AND SUSPENSION CERTIFICATION FOR SUBCONTRACTORS, SUPPLIERS AND MANUFACTURERS
A. BID BOND.pdf	A. BID BOND.pdf	Bid Bond



Subcontractors

Showing 4 Subcontractors

Name & Address	Desc	License Num	CADIR	Amount	Type
Dick Miller Inc. 930 Boardwalk, Suite H San Marcos, California 92078	CONCRETE FLATWORK (CONSTRUCTOR)	380204	1000004547	\$162,000.00	DVBE, CADIR, SLBE, MALE, SDVSB, CAU, ELBE, Local
Precision Striping, Inc. 545 W. Bradley Avenue El Cajon, California 92020	STRIPING & SIGNAGE (CONSTRUCTOR)	1026547	1000051515	\$469,000.00	CADIR, SDB, MALE, LAT, SLBE, Local
ROY ALLAN SLURRY SEAL, INC 12643 Emmens Way SANTA FE SPRINGS, California 90670	INSTALL CRACK SEAL & SLURRY (CONSTRUCTOR)	372798	1000001156	\$150,000.00	CADIR
Southwest Signal Services 397 Raleigh Ave El Cajon, California 92020	ELECTRICAL IMPROVEMENT (CONSTRUCTOR)	451115	10000004265	\$585,000.00	Local

Line Items

Discount Terms    No Discount

Item #	Item Code	Type	Item Description	UOM	QTY	Unit Price	Line Total	Response	Comment
Main Bid							\$2,773,281.90		
1	524126		Bonds (Payment and Performance)	LS	1	\$20,000.00	\$20,000.00	Yes	
2	237310		Mobilization	LS	1	\$83,000.00	\$83,000.00	Yes	
3			Field Orders (EOC Type II)	AL	1	\$163,800.00	\$163,800.00	Yes	
4	237310		Caltrans Encroachment Permit Submittal (EOC Type I)	AL	1	\$2,000.00	\$2,000.00	Yes	
5	238910		Clearing and Grubbing	LS	1	\$150,000.00	\$150,000.00	Yes	
6	237310		Excavate and Export (Scheduled 18 Inch)	CY	50	\$350.00	\$17,500.00	Yes	
7	237310		Asphalt Concrete Base (Scheduled 8 Inch)	TON	45	\$500.00	\$22,500.00	Yes	
8	237310		Class 2 Aggregate Base (Scheduled 10 Inch)	TON	55	\$30.00	\$1,650.00	Yes	
9	238910		Crushed Aggregate Base	TON	35	\$100.00	\$3,500.00	Yes	
10	237310		Asphalt Concrete Overlay (2 Inch)	TON	1050	\$170.00	\$178,500.00	Yes	
11	237310		Pavement Fabric	SY	3190	\$6.50	\$20,735.00	Yes	
12	237310		Crack Seal	LB	735	\$24.00	\$17,640.00	Yes	
13	237310		Rubber Polymer Modified Slurry (RPMS) Type I	SF	186100	\$0.55	\$102,355.00	Yes	
14	237310		Rubber Polymer Modified Slurry (RPMS) Type II	SF	186100	\$0.70	\$130,270.00	Yes	
15	237310		Historical and Contractor Date Stamps and Impressions	EA	3	\$450.00	\$1,350.00	Yes	
16	237310		Additional Curb and Gutter Removal and Replacement	LF	85	\$120.00	\$10,200.00	Yes	
17	237310		Additional Sidewalk Removal and Replacement	SF	340	\$23.00	\$7,820.00	Yes	
18	237310		Curb Ramp (Type A) with Stainless Steel Detectable Warning Tiles	EA	1	\$11,000.00	\$11,000.00	Yes	
19	237310		Curb Ramp Modified (Type A, Per 41757-03-D) with 8' Wide Opening with Stainless Steel Detectable Warning Tiles	EA	7	\$11,500.00	\$80,500.00	Yes	
20	237310		Curb Ramp (Type B) with Stainless Steel Detectable Warning Tiles	EA	4	\$10,500.00	\$42,000.00	Yes	
21	237310		Curb Ramp Modified (Blended Transition, Per 41757-04-D) with Detectable Warning Tiles	EA	1	\$11,000.00	\$11,000.00	Yes	
22	237310		Curb Ramp Modified (Type C-2, Per 41757-05-D) with 8' Wide Opening with Stainless Steel Detectable Warning Tiles	EA	1	\$11,500.00	\$11,500.00	Yes	
23	237310		Removal of Traffic Striping and Curb Markings	LF	683	\$21.00	\$14,343.00	Yes	
24	237310		Painted Traffic Stripes and Painted Curb Markings	LF	19407	\$1.20	\$23,288.40	Yes	
25	237310		Green Paint Treatment	SF	6324	\$19.00	\$120,156.00	Yes	
26	237310		Parking Space Markings	EA	113	\$30.00	\$3,390.00	Yes	
27	237310		Parking Corral	EA	8	\$600.00	\$4,800.00	Yes	
28	237310		Thermoplastic Traffic Striping	LF	910	\$4.80	\$4,368.00	Yes	
29	237310		Continental Crosswalks	SF	8600	\$4.80	\$41,280.00	Yes	
30	237310		Thermoplastic Pavement Markings	LS	1	\$155,000.00	\$155,000.00	Yes	
31	237310		Adjust Existing Manhole Frame and Cover to Grade	EA	15	\$350.00	\$5,250.00	Yes	
32	237310		Adjust Existing Gate Valve Frame and Cover to Grade	EA	50	\$100.00	\$5,000.00	Yes	
33	237310		Adjust Existing Survey Monument to Grade	EA	2	\$350.00	\$700.00	Yes	
34	237310		Cold Mill AC Pavement (1 Inch - 2 Inch)	SF	90000	\$0.85	\$76,500.00	Yes	
35	237310		Cold Milling of Additional Composite Pavements	SF	8860	\$2.00	\$17,720.00	Yes	
36	237310		Cold Milling of Additional Asphalt Concrete with Pavement Fabric Material	SF	4430	\$2.20	\$9,746.00	Yes	
37	237310		MTS Right of Entry Permit (EOC Type I)	AL	1	\$2,000.00	\$2,000.00	Yes	
38	237310		Flexible Delineator	EA	264	\$320.00	\$84,480.00	Yes	
39	237310		Reflective Sheeting Decals	EA	50	\$75.00	\$3,750.00	Yes	
40	541330		Traffic Control and Working Drawings	LS	1	\$358,500.00	\$358,500.00	Yes	
41	237310		Raised Reflective Pavement Marker	EA	147	\$9.00	\$1,323.00	Yes	
42	238210		Pull Box	EA	20	\$840.00	\$16,800.00	Yes	
43	238210		Pedestrian Push Button Pole and Foundation	EA	25	\$2,700.00	\$67,500.00	Yes	
44	238210		Pedestrian Push Button	EA	25	\$1,100.00	\$27,500.00	Yes	
45	238210		#12 Conductor	LF	2325	\$9.90	\$23,017.50	Yes	
46	237310		Pedestrian Barricade (Type A)	EA	2	\$800.00	\$1,600.00	Yes	
47	238990		New Sign	EA	35	\$600.00	\$21,000.00	Yes	
48	238990		New Sign and Post	EA	29	\$550.00	\$15,950.00	Yes	
49	238990		Remove and Salvage Existing Sign	EA	26	\$200.00	\$5,200.00	Yes	

Item #	Item Code	Type	Item Description	UOM	QTY	Unit Price	Line Total	Response	Comment
50	238990		Removal of Existing Sign and Post	EA	7	\$200.00	\$1,400.00	Yes	
51	238210		Install Conduit Into Existing Pull Box (CB)	EA	11	\$1,700.00	\$18,700.00	Yes	
52	238210		Remove Existing Conductor and Install Conductors (CC)	EA	5	\$2,300.00	\$11,500.00	Yes	
53	238210		Sign Mounted on Pole	EA	9	\$1,100.00	\$9,900.00	Yes	
54	238210		Sign Mounted on Signal Mast Arm	EA	3	\$1,300.00	\$3,900.00	Yes	
55	238210		Two 3 Inch PVC Conduit in PCC Pavement Per City Standards	LF	150	\$180.00	\$27,000.00	Yes	
56	238210		Two 3 Inch PVC Conduit in AC Pavement Per City Standards	LF	595	\$180.00	\$107,100.00	Yes	
57	238210		SV-1-T Vehicular Signal (One 3-Section Bicycle Heads with Signs)	EA	1	\$3,700.00	\$3,700.00	Yes	
58	238210		SV-2-TA Vehicular Signal (One 3-Section Bicycle Heads with Signs and One 3-Section Head)	EA	1	\$3,800.00	\$3,800.00	Yes	
59	238210		SV-2-TB Vehicular Signal (Two 3-Section Bicycle Heads with Signs)	EA	2	\$4,800.00	\$9,600.00	Yes	
60	238210		SV-3-TB Vehicular Signal (Two 3-Section Bicycle Heads with Signs and One 3-Section Head)	EA	1	\$4,800.00	\$4,800.00	Yes	
61	238210		SV-3-TC Vehicular Signal (Two 3-Section Bicycle Heads with Signs and One 3-Section Head)	EA	2	\$5,000.00	\$10,000.00	Yes	
62	238210		TV-3-T Vehicular Signal (Two 3-Section Bicycle Heads with Signs and One 3-Section Head)	EA	3	\$4,800.00	\$14,400.00	Yes	
63	238210		TV-4-T Vehicular Signal (Two 3-Section Bicycle Heads with Signs and Two 3-Section Heads)	EA	2	\$5,200.00	\$10,400.00	Yes	
64	238210		SP-1-T Pedestrian Signal with Frame	EA	2	\$2,200.00	\$4,400.00	Yes	
65	238210		Type 336L Cabinet and 2010E Clip Conflict Monitor Unit	EA	6	\$28,000.00	\$168,000.00	Yes	
66	238210		Model 2070LX Controller with Q-FREE MAXTIME Software	EA	6	\$18,000.00	\$108,000.00	Yes	
67	238210		Signal Head Arm Extension	EA	2	\$3,100.00	\$6,200.00	Yes	
68	541330		WPCP Development	LS	1	\$1,500.00	\$1,500.00	Yes	
69	237310		WPCP Implementation	LS	1	\$50,000.00	\$50,000.00	Yes	

Line Item Subtotals

Section Title	Line Total
Main Bid	\$2,773,281.90
Grand Total	\$2,773,281.90