

# ORIGINAL

## CONTRACT RESULTING FROM INVITATION TO BID NUMBER 10090227-25-C, As-Needed Crack Seal Services

This Contract (Contract) is entered into by and between the City of San Diego, a municipal corporation (City), and the successful bidder to Invitation to Bid (ITB) # 10090227-25-C, As-Needed Crack Seal Services (Contractor).

### RECITALS

On or about 3/10/2025, City issued an ITB to prospective bidders on services to be provided to the City. The ITB and any addenda and exhibits thereto are collectively referred to as the "ITB." The ITB is attached hereto as Exhibit A.

City has determined that Contractor has the expertise, experience, and personnel necessary to provide the services.

City wishes to retain Contractor to provide As-Needed Crack Seal Services as further described in the Scope of Work, attached hereto as Exhibit B (Services).

For good and valuable consideration, the sufficiency of which is acknowledged, City and Contractor agree as follows:

### ARTICLE I CONTRACTOR SERVICES

**1.1 Scope of Work.** Contractor shall provide the Services to City as described in Exhibit B which is incorporated herein by reference. Contractor will submit all required forms and information described in Exhibit A to the Purchasing Agent before providing Services.

**1.2 General Contract Terms and Provisions.** This Contract incorporates by reference the General Contract Terms and Provisions, attached hereto as Exhibit C.

### ARTICLE II DURATION OF CONTRACT

**2.1 Term.** This Contract shall be for a period of (1) one year beginning on the Effective Date. City may, in its sole discretion, extend this Contract for (4) four additional (1) one year period(s). The term of this Contract shall not exceed five years unless approved by the City Council by ordinance.

**2.2 Effective Date.** This Contract shall be effective on the date it is executed by the last Party to sign the Contract, and approved by the City Attorney in accordance with San Diego Charter Section 40.

**2.3 Option to Extend Contract.** The City of San Diego reserves the right to exercise (4) four (1) one-year options to renew this Contract at the City's sole discretion under the terms and conditions of this Contract. The option to renew shall be made at the bid pricing structure of the Bidder's original bid. By submitting this bid, the Bidder agrees that it shall not decline the City's option to renew or extend the Contract.

Goods and Services ITB  
Revised: August 30, 2019  
OCA Document No. 879132\_3

Document No. **RR-316338**  
Filed **JUL 15 2025**  
Office of the City Clerk  
San Diego, California

**ARTICLE III  
COMPENSATION**

**3.1 Amount of Compensation.** City shall pay Contractor for performance of all Services rendered in accordance with this Contract in an amount not to exceed \$5,000,000.

**ARTICLE IV  
WAGE REQUIREMENTS**

**4.1** By submitting a response to this ITB, Contractor certifies that he or she is aware of, and agrees to comply with, the wage provisions described in Exhibit D, Wage Requirements, which is incorporated herein by reference, before commencing Services.

**ARTICLE V  
CONTRACT DOCUMENTS**

**5.1 Contract Documents.** The following documents comprise the Contract between the City and Contractor: this Contract and all exhibits thereto; the Notice to Proceed; and the City's written acceptance of exceptions or clarifications to the ITB, if any.

**5.2 Contract Interpretation.** The Contract Documents completely describe the Services to be provided. Contractor will provide any Services that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result whether or not specifically called for or identified in the Contract Documents. Words or phrases which have a well-known technical or construction industry or trade meaning and are used to describe Services will be interpreted in accordance with that meaning unless a definition has been provided in the Contract Documents.

**5.3 Precedence.** In resolving conflicts resulting from errors or discrepancies in any of the Contract Documents, the Parties will use the order of precedence as set forth below. The document highest in the order of precedence controls. Inconsistent provisions in the Contract Documents that address the same subject, are consistent, and have different degrees of specificity, are not in conflict and the more specific language will control. The order of precedence from highest to lowest is as follows:

- 1<sup>st</sup>      The Contract
- 2<sup>nd</sup>      The ITB and the City's written acceptance of any exceptions or clarifications to the ITB, if any
- 3<sup>rd</sup>      Contractor's Pricing

**5.4 Counterparts.** This Contract may be executed in counterparts which, when taken together, shall constitute a single signed original as though all Parties had executed the same page.

**5.5 Public Agencies.** Other public agencies, as defined by California Government Code section 6500, may choose to use the terms of this Contract, subject to Contractor's acceptance. The City is not liable or responsible for any obligations related to a subsequent Contract between Contractor and another public agency.

IN WITNESS WHEREOF, this Contract is executed by City and Contractor acting by and through their authorized officers.

CONTRACTOR

**Safe USA Inc.**

Bidder

**Safe USA, Inc.**

Street Address

1030 N. Mountain Ave. #180

City

Ontario, California 91762

Telephone No.

909-983-0703

E-Mail

CITY OF SAN DIEGO  
A Municipal Corporation

BY:



Print Name: Cynthia C. Jbarca

Title: Director Purchasing & Contract

July 28, 2025

Date Signed

BY:

Monica Coplenas

Monica Coplenas (Jul 16, 2025 15:38 PDT)

Signature of Bidder's Authorized Representative

**Monica Coplenas**

Print Name

**Secretary**

Title

**07/18/2025**

Date

Approved as to form this 28 day of

July, 20 25.  
**HEATHER FERBERT**, City Attorney

BY:

  
Deputy City Attorney

**R-316338**

**EXHIBIT A**  
**INSTRUCTIONS AND BID REQUIREMENTS**

**A. BID SUBMISSION**

**1. Timely Bid Submittal.** Bids must be submitted as described herein to the Purchasing & Contracting Department (P&C).

**1.1 Reserved.**

**1.2 Paper Bids.** The City will accept paper bids in lieu of eBids. Paper bids must be submitted in a sealed envelope to the Purchasing & Contracting Department (P&C) located at 1200 Third Avenue, Suite 200, San Diego, CA 92101. The Solicitation Number and Closing Date must be referenced in the lower left-hand corner of the outside of the envelope. Faxed bids will not be accepted.

**1.3 Bid Due Date.** Bids must be submitted prior to the Closing Date indicated in the eBidding System. E-mailed and/or faxed bids will not be accepted.

**1.4 Pre-Bid Conference.** No pre-bid conference will be held for ITB.

**1.4.1 Reserved.**

**1.5 Questions and Comments.** Written questions and comments must be submitted electronically via the eBidding System no later than the date specified on the eBidding System. Only written communications relative to the procurement shall be considered. The City's eBidding System is the only acceptable method for submission of questions. All questions will be answered in writing. The City will distribute questions and answers without identification of the inquirer(s) to all bidders who are on record as having received this ITB via its eBidding System. No oral communications can be relied upon for this ITB. Addenda will be issued addressing questions or comments that are determined by the City to cause a change to any part of this ITB.

**1.6 Contact with City Staff.** Unless otherwise authorized herein, bidders who are considering submitting a bid in response to this ITB, or who submit a bid in response to this ITB, are prohibited from communicating with City staff about this ITB from the date this ITB is issued until a Contract is awarded.



**2. Submission of Information and Forms.**

**2.1** Completed and signed Contract Signature Page. If any addenda are issued, the latest Addendum Contract Signature Page is required.

**2.2** Exceptions requested by bidder, if any. The bidder must present written factual or legal justification for any exception requested to the Scope of Work, Contract, or the Exhibits. Any exceptions to the Contract that have not been accepted by the City in writing are deemed rejected. The City, in its sole discretion, may accept some or all of bidder's exceptions, reject bidder's exceptions and deem the bid non-responsive, or award the Contract without bidder's proposed exceptions.

**2.3** The Contractor Standards Pledge of Compliance Form.

**2.4** Equal Opportunity Contracting forms including the Work Force Report and Contractors Certification of Pending Actions.

**2.5** Living Wage Ordinance Certification of Compliance.

**2.6** Licenses as required in Exhibit B.

**2.7** Reserved.

**2.8** Additional Information as required in Exhibit B.

**2.9** Reserved

**2.10** Reserved

**2.11** One copy of the safety data sheet (SDS) for each product bid. Only those products whose label and MSDS clearly state the contents, hazard potential, and protective measures required shall be considered for purchase.

**3. Bid Review.** Bidders are responsible for carefully examining the ITB, the Scope of Work, this Contract, and all documents incorporated into the Contract by reference before submitting a bid. If selected for award of contract, bidder shall be bound by same unless the City has accepted bidder's exceptions, if any, in writing.

**4. Addenda.** The City may issue addenda to this ITB as necessary. All addenda are incorporated into the Contract. The bidder is responsible for determining whether addenda were issued prior to a bid submission. Failure to respond to or properly address addenda may result in rejection of a bid.

**5. Quantities.** The estimated quantities provided by the City are not guaranteed. These quantities are listed for informational purposes only. Quantities vary depending on the demands of the City. Any variations from the estimated quantities shall not entitle the bidder to an adjustment in the unit price or any additional compensation.

**6. Quality.** Unless otherwise required, all Goods furnished shall be new and the best of their kind.

**6.1 Items Offered.** Bidder shall state the applicable trade name, brand, catalog, manufacturer, and/or product number of the required Good, if any, in the bid.

**6.2 Brand Names.** Any reference to a specific brand name in a solicitation is illustrative only and describes a component best meeting the specific operational, design, performance, maintenance, quality, or reliability standards and requirements of the City. Bidder may offer an equivalent or equal in response to a brand name referenced (Proposed Equivalent). The City may consider the Proposed Equivalent after it is subjected to testing and evaluation which must be completed prior to the award of Contract. If the bidder offers an item of a manufacturer or vendor other than that specified, the bidder must identify the maker, brand, quality, manufacturer number, product number, catalog number, or other trade designation. The City has complete discretion in determining if a Proposed Equivalent will satisfy its requirements. It is the bidder's responsibility to provide, at their expense, any product information, test data, or other information or documents the City requests to properly evaluate or demonstrate the acceptability of the Proposed Equivalent, including independent testing, evaluation at qualified test facilities, or destructive testing.

**7. Modifications, Withdrawals, or Mistakes.** Bidder is responsible for verifying all prices and extensions before submitting a bid.

**7.1 Modification or Withdrawal of Bid Before Bid Opening.** Prior to the Closing Date, the bidder or bidder's authorized representative may modify or withdraw the bid by providing written notice of the bid modification or withdrawal to the City Contact via the eBidding System. E-mail or telephonic withdrawals or modifications are not permissible.

**7.2 Bid Modification or Withdrawal of Bid After Bid Opening.** Any bidder who seeks to modify or withdraw a bid because of the bidder's inadvertent computational error affecting the bid price shall notify the City Contact identified on the eBidding System no later than three working days following the Closing Date. The bidder shall provide worksheets and such other information as may be required by the City to substantiate the claim of inadvertent error. Failure to do so may bar relief and allow the City recourse from the bid surety. The burden is upon the bidder to prove the inadvertent error. If, as a result of a bid modification, the bidder is no longer the apparent successful bidder, the City will award to the newly established apparent successful bidder. The City's decision is final.

**8. Incurred Expenses.** The City is not responsible for any expenses incurred by bidders in participating in this solicitation process.

**9. Public Records.** By submitting a bid, the bidder acknowledges that any information submitted in response to this ITB is a public record subject to disclosure unless the City determines that a specific exemption in the California Public Records Act (CPRA)

applies. If the bidder submits information clearly marked confidential or proprietary, the City may protect such information and treat it with confidentiality to the extent permitted by law. However, it will be the responsibility of the bidder to provide to the City the specific legal grounds on which the City can rely in withholding information requested under the CPRA should the City choose to withhold such information. General references to sections of the CPRA will not suffice. Rather, the bidder must provide a specific and detailed legal basis, including applicable case law, that clearly establishes the requested information is exempt from the disclosure under the CPRA. If the bidder does not provide a specific and detailed legal basis for requesting the City to withhold bidder's confidential or proprietary information at the time of bid submittal, City will release the information as required by the CPRA and bidder will hold the City, its elected officials, officers, and employees harmless for release of this information. It will be the bidder's obligation to defend, at bidder's expense, any legal actions or challenges seeking to obtain from the City any information requested under the CPRA withheld by the City at the bidder's request. Furthermore, the bidder shall indemnify and hold harmless the City, its elected officials, officers, and employees from and against any claim or liability, and defend any action brought against the City, resulting from the City's refusal to release information requested under the CPRA which was withheld at bidder's request. Nothing in the Contract resulting from this bid creates any obligation on the part of the City to notify the bidder or obtain the bidder's approval or consent before releasing information subject to disclosure under the CPRA.

**10. Right to Audit.** The City Auditor may access bidder's records as described in San Diego Charter section 39.2 to confirm Contract compliance.

## **B. PRICING**

**1. Fixed Price.** All prices shall be firm, fixed, fully burdened, FOB destination, and include any applicable delivery or freight charges, and any other costs required to provide the requirements as specified in this ITB.

**2. Taxes and Fees.** Taxes and applicable local, state, and federal regulatory fees should not be included in the price proposal. Applicable taxes and regulatory fees will be added to the net amount invoiced. The City is liable for state, city, and county sales taxes but is exempt from Federal Excise Tax and will furnish exemption certificates upon request. All or any portion of the City sales tax returned to the City will be considered in the evaluation of bids.

**3. Escalation.** An escalation factor is not allowed unless called for in this ITB. If escalation is allowed, bidder must notify the City in writing in the event of a decline in market price(s) below the bid price. At that time, the City will make an adjustment in the Contract or may elect to re-solicit.

4. **Unit Price.** Unless the bidder clearly indicates that the price is based on consideration of being awarded the entire lot and that an adjustment to the price was made based on receiving the entire bid, any difference between the unit price correctly extended and the total price shown for all items shall be offered shall be resolved in favor of the unit price.

C. **BID OPENING.** All bids will be opened at, or immediately after, the time noticed for the bid opening in a location that is open to the public. No bidder or interested person will be excluded from the bid opening. Where no member of the public is in attendance, at least one City officer or employee, in addition to the City employee opening the bids, will be present. Bid results will be announced in the presence of those attending. The name of the project will be audibly announced to those present followed by the name of the bidder, the name of the surety, the amount of the bond, if required, and the total amounts or unit amounts bid. Any person present shall have the right to ask the announcements be repeated or to ask that omitted data be supplied. Such requests will be honored to the extent they do not unreasonably delay or interfere with the bid opening procedure, as determined at the sole discretion of the City employee opening the bids.

D. **EVALUATION OF BIDS**

1. **Low Bid Award.** A Contract will be awarded to the lowest responsible and responsive bidder.

2. **Additional Information.** The City may require bidder to provide additional written or oral information to clarify responses.

3. **Sustainable Materials.** Consistent with Council Policy 100-14, the City encourages use of readily recyclable submittal materials that contain post-consumer recycled content.

4. **Waiver of Defects and Technicalities.** The City may waive defects and technicalities in bids when to do so is in the City's best interests.

5. **Rejection of All Bids.** The City may reject any and all bids when to do so is in the City's best interests.

E. **ANNOUNCEMENT OF AWARD**

1. **Award of Contract.** The City will inform all bidders of its intent to award a Contract in writing.

2. **Obtaining Bid Results.** Bid results may be obtained by: (1) attending the bid opening; (2) e-mailing a request to the City Contact identified on the eBidding System; or (3) visiting the P&C eBidding System to review the bid results. To ensure an accurate response, requests should reference the Solicitation Number. Bid results will not be released over the phone.



**3. Multiple Awards.** City may award more than one Contract by awarding separate items or groups of items to various bidders. The additional administrative costs associated with awarding more than one Contract will be considered in the determination.

**F. PROTESTS.** The City's protest procedures are codified in Chapter 2, Article 2, Division 30 of the San Diego Municipal Code (SDMC). These procedures provide unsuccessful bidders with the opportunity to challenge the City's determination on legal and factual grounds. The City will not consider or otherwise act upon an untimely protest.

**G. SUBMITTALS REQUIRED UPON NOTICE OF INTENT TO AWARD.** The successful bidder is required to submit the following documents to P&C **within ten (10) business days** from the date on the Notice of Intent to Award letter:

**1. Insurance Documents.** Evidence of all required insurance, including all required endorsements, as specified in Article VII of the General Contract Terms and Provisions.

**2. Taxpayer Identification Number.** Internal Revenue Service (IRS) regulations require the City to have the correct name, address, and Taxpayer Identification Number (TIN) or Social Security Number (SSN) on file for businesses or persons who provide goods or services to the City. This information is necessary to complete Form 1099 at the end of each tax year. To comply with IRS regulations, the City requires each Contractor to provide a Form W-9 prior to the award of a Contract.

**3. Business Tax Certificate.** All businesses that contract with the City must have a current business tax certificate unless the City Treasurer determines the business is exempt.

**4. Bond.** A bond as described in Exhibit B.

**5. Reserved.**

The City may find the bidder to be non-responsive and award the Contract to the next responsible and responsive low bidder if the apparent successful bidder fails to timely provide the required information or documents.

**EXHIBIT B  
SCOPE OF WORK**

**A. SPECIFICATIONS**

**1. DESCRIPTION**

This As-Needed Crack Seal Services Project estimates to crack seal over 70 miles of streets spread out over (9) nine Council Districts in the City of San Diego. The Contractor shall furnish all labor, equipment, materials, services, construction, and operations necessary for the application of crack sealant on various streets throughout the City. This shall include traffic control operations and possible night work.

Attachments A (Crack Seal Street List) and B (Council District Maps) identify the list of streets to be crack sealed. This is not a requirements contract. If funding becomes available each fiscal year, the City may provide Contractor with further locations in addition to the streets listed on Attachments A and B, but the City does not make the representation that Contractor will be given or has the exclusive right to all of City's crack sealing work during the term of this contract. The City may retain other contractors to provide crack sealing services.

All Work completed under this Contract shall comply with all the standards included under "REFERENCES" including but not limited to, the City of San Diego Standard Specifications for Public Works Construction, ("The WHITEBOOK"), the Contract, and in accordance with the Engineer's instructions.

**2. SUBMITTALS**

The Contractor shall provide a submittal and/or certificate of compliance for all materials incorporated into the Project, and as directed by the Engineer. Contractor shall supply one (1) electronic copy of each submittal to the Engineer.

Submittals shall include:

- a. Crack Seal Treatment Material
- b. HCL Apparatus Certification
- c. Temporary Traffic Control Plan
- d. Water Pollution Control Program
- e. Schedule
- f. Public Notification
- g. Quality Control Plan (QCP)

Full compensation for conforming to the provisions of this section, "SUBMITTALS" shall be considered as included in the Contract price and therefore no additional compensation shall be made.

### **3. SCHEDULE**

The Contractor shall submit a Construction Schedule conforming to Section 6-1.1, "Construction Schedule", of the City of San Diego Standard Specifications.

Work shall commence within ten (10) business days of the Contract Purchase Order issuance from the City.

Work sites shall be located throughout the entire City. The Engineer will provide the Contractor a list of selected work sites.

The list provided to the Contractor shall include:

- a. Street Names (Starting at and Ending at)
- b. Functional Classification (Residential, Collector, etc.)
- c. Length, Width, Square Footage of Street Segment
- d. Street ADT

The Contractor shall furnish the Engineer with a work schedule by 7:00 am on the Thursday preceding the week the work is to commence. This work schedule shall include the information furnished by the Engineer and include the area, street segment list, and date and day of the week the work is to be accomplished.

The Contractor shall provide an up-to-date construction status report (including percentage complete and estimated completion dates for each assigned task) during bi-weekly or monthly meetings as requested by the City. Failure to provide a schedule shall result in a Stop Work notice.

Modifications may be made to the location list as directed by the Engineer. If any modifications are made to the location list, the Contractor shall commence work within ten (10) days after the issuance of a new location list by the Engineer.

All work shall take place Monday through Friday between 7:00 AM and 4:00 PM except on City Holidays and in locations during scheduled special events or as specified by the Engineer. Work may be assigned to the Contractor beyond standard hours or on weekends under limited circumstances, and such work will be performed by the Contractor at no additional cost to the City.

Full compensation for conforming to the provisions of this section, "SCHEDULE" shall be considered as included in the Contract price and therefore no additional compensation shall be made.

### **4. MATERIAL**

The Contractor shall perform crack seal work in conformance with Section 302-15, "Crack Seal Work", of the City of San Diego Standard Specifications.

Crack sealant material used shall be **Road Works 306, CRAFCO Polyflex Type 3**, or an approved equal. Sealant shall be prepared and applied to the pavement cracks in conformance with all the manufacturers' instructions unless otherwise specified by the Engineer.

The Contractor shall submit a Certificate of Compliance for crack seal treatment prior to issuance of the Notice to Proceed.

The City reserves the right to obtain random samples of the sealant during application for testing purposes.

Defective materials or those not meeting the required specification shall be removed immediately and replaced in an acceptable manner at the Contractor's expense.

## **5. METHODS**

All cracks in asphalt to be sealed shall be 1/8" wide or larger but no greater than 1" wide. Contractor shall seal only transverse, longitudinal, block, or reflective cracks. Contractor shall not seal alligator (fatigue) cracked areas.

### **5.1 Equipment**

Cracks shall be cleaned using a hot compressed air lance (HCL) apparatus. The Contractor shall clean and dry all the cracks with the HCL immediately before sealing. Air exiting the HCL shall be heated to a temperature sufficient enough to remove the oxidized surface from the crack walls.

The HCL shall meet the following specifications:

- a. Compressed Air Capacity: 40 to 100 CFM, 75 to 150 psi
- b. Heated Air Temperatures: 600° F to 2,200° F
- c. Exit Heated Air: 1,000 ft/second
- d. Propane: 5 psi to 20 psi

Prior to beginning the work, the Contractor shall submit documentation certifying that each HCL apparatus to be used on the project meets the above specifications. This documentation is required at the start of the project. If a delay in the Start of work exceeds seven (7) Working Days, re-certification is required and documentation shall be re-submitted.

### **5.2 Preparation**

All cracks to be sealed shall be completely clean, dry, or free of all loose material, vegetation, weed growth, and any other foreign substance which may cause the sealant not to adhere to the crack wall.

### **5.3 Weed Abatement**

You shall remove any weed growth within the pavement cracks with the hot compressed air lance (HCL) apparatus immediately before sealing.

### **5.4 Cleaning**

Cracks shall be cleaned of all dirt, sand, and debris with the HCL immediately before sealing. Debris shall not be blown onto adjacent sidewalks or walkways.



## **5.5 Application**

Sealant shall be applied from the bottom of the crack up to the surface in a manner which does not result in sealant bridging or pockets of entrapped air forming. The sealant shall be applied to a slightly overfilled condition and then leveled with a squeegee. The width of sealant remaining on the surface shall not exceed 1.5 inches (38.1 mm) on either side of the crack. Any debris blown onto adjacent gutters, sidewalks, parkways, medians, intersections, or other areas shall be removed prior to the end of the Working Day.

Immediately remove any excess crack seal treatment material, spilled or deposited on the pavement surface. Before opening pavement to traffic, the Contractor shall apply sand or Detack to crack seal treatment material that has not full cured. Sweep excess sand before opening to traffic.

If after two (2) days the crack seal treatment is  $\frac{1}{4}$  inch below the specified level, the sealant fails, or the crack re-opens, the Contractor shall re-treat the crack at no additional cost. Cracks not cleaned or sealed shall be rejected and all costs incurred for removal or replacement of the rejected areas shall be borne exclusively by the Contractor.

The Engineer may order you to stop all or part of the Project if, upon notice, you fail to immediately correct the Defective Work in conformance with the Contract Documents.

Contractor shall take all precautions necessary to prevent damage to the work site. Contract is responsible for any and all damages caused by its operations and shall be responsible to replace or restore damages to their original condition to the satisfaction of the Engineer, at no additional cost to the City.

## **6. QUALITY CONTROL**

You shall establish, implement, and maintain an effective Quality Control Plan (QCP) to perform quality control inspection and testing for the crack seal work conforming to Section 3-8.7, "Contractor's Quality Control Plan (QCP), of the City of San Diego Standard Specifications.

The QCP shall ensure conformance to applicable specification requirements with respect to material, workmanship, construction, finish, and functional performance.

Full compensation for conforming to the provisions of this section, "QUALITY CONTROL", shall be considered as included in the Contract price and therefore no additional compensation shall be made.

## **7. PUBLIC NOTIFICATION**

The Contractor shall furnish and distribute public notices conforming to Section 5-10, "Community Outreach", of the City of San Diego Standard Specifications.

The public notices shall be in the form of door hangers using the City's format and shall be distributed to all occupants and/or property owners along streets where work is to be

performed at least five (5) Working Days before starting construction or impacting the community as approved by the engineer.

The notification shall provide a brief description of the work to be performed and shall include the Contractor's contact information.

You shall submit to the Resident Engineer, for review and approval, a draft of the door hanger, proposed addresses for hand-delivery, and any other notices and letters that are to be mailed and or distributed to the public. You shall submit a final PDF copy of the door hanger to the Resident Engineer for final review and approval.

The Contractor shall indicate public notifications on the Project Schedule.

Full compensation for conforming to the provisions of this section, "PUBLIC NOTIFICATION" shall be considered as included in the Contract price and therefore no additional compensation shall be made.

## **8. TRAFFIC CONTROL**

All temporary traffic control measures shall conform to Section 601, "Temporary Traffic Control for Construction and Maintenance Work Zones" of the City of San Diego Standard Specifications.

The Contractor shall be responsible for the safety of vehicular, bicycle, and pedestrian traffic within the project limits.

The Contractor shall be responsible for providing traffic control and posting of "No Parking" signs for all projects assigned. All traffic control measures shall be subject to approval by the Engineer or designee.

The Contractor shall be required to submit a Traffic Control Plan for review by the City's Engineering Technical Services Division (ETS), Traffic Control Section. The Contractor shall not begin Work in the public roadway without an approved temporary traffic control permit. The TCP is not valid until Work dates are approved and a temporary traffic control permit is issued by the City.

All streets with an identified ADT higher than 10,000 may require night work, or as directed by the Engineer.

Where NO PARKING signs are required, NO PARKING-TOW AWAY ZONE signs shall be placed 72 hours in advance of scheduled crack sealing. If a work delay of 48 hours or more occurs from the originally scheduled Work date, remove the "NO PARKING-TOW AWAY ZONE" signs for a minimum of 24 hours, then reset and re-post for the appropriate Work date.

Contractor shall provide access to existing homes on the streets during the construction process.

Full compensation for conforming to the provisions of this section, "TRAFFIC CONTROL", including all traffic control measures, warning signs, flagmen, K-rails, crash cushion modules, as well as furnishing, maintaining, repairing, replacing and removing flashing arrow boards, electronic message signs, portable changeable message signs, and furnishing,

installing, programming, maintaining and removing City approved temporary video or radar detection systems shall be considered as included in the Contract price and therefore no additional compensation shall be made.

**9. WATER POLLUTION CONTROL PROGRAM**

You shall submit a Water Pollution Control Plan (WPCP) in conformance with Section 1001-4, "Water Pollution Control Plan (WPCP)" of the City of San Diego Standard Specifications for Public Works Construction.

The WPCP shall be submitted to the Engineer at or prior to the Pre-construction meeting and shall be kept at the Site and made available at all times during normal business hours.

Full compensation for conforming to the provisions of this section, "WATER POLLUTION CONTROL PROGRAM" shall be considered as included in the Contract price and therefore no additional compensation shall be made.

**10. DUST CONTROL**

The Contractor shall be responsible for dust control within the Project limits.

You shall carry out effective measures whenever and as often as necessary to prevent your operation from producing dust in amounts damaging to property, cultivated vegetation, domestic animals, or causing a nuisance to persons living or occupying buildings in the vicinity. You shall be responsible for any damage resulting from any dust originating from your operations. The dust abatement measures shall be continued until you are relieved of further responsibility by the Engineer.

Full compensation for conforming to the provisions of this section, "DUST CONTROL" shall be considered as included in the Contract price and therefore no additional compensation shall be made.

**11. REFUSE DISPOSAL**

The Contractor shall be responsible for the expense related to the proper and legal disposal of all refuse and debris generated or related to this work. City refuse bins/containers shall not be used for disposal.

Full compensation for conforming to the provisions of this section, "REFUSE DISPOSAL", shall be considered as included in the Contract price and therefore no additional compensation shall be made.

**12. PAYMENT**

The crack seal treatment shall be paid by the pound of crack seal placed. The per pound cost shall include full compensation for furnishing all labor, equipment, tools, materials, and incidentals, for crack seal, mobilization, traffic control, water pollution control program and implementation, dust control, sweeping, refuse disposal, and public notifications required to provide and place crack seal treatment.

## **PAYMENT FOR TRAFFIC CONTROL**

The payment for traffic control Working Drawings, permits, traffic control Work including any traffic control devices that may be required by the City, shall be included in the Crack Sealing Services per pound cost as stated in Attachment A, Price Schedule. Payment for traffic control shall include the payment for all traffic control devices, materials, permits, required signs, notices, and detours as shown in the traffic control working Drawings and as provided in Exhibit B, Scope of Work, Paragraph 8 Traffic Control. No separate or additional payment shall be made for the operation, maintenance, repair, or replacement of Temporary Traffic Control zone devices.

The Contractor shall submit monthly invoices for actual work completed within that month utilizing the standard City invoice format. The invoice shall be submitted by the 10<sup>th</sup> day of each month. Incomplete and/or delinquent reporting may cause payment delays and/or non-payment of invoices until proper corrections are made by the Contractor and approved by the City.

In addition to the invoice, the Contractor shall submit a monthly detailed report of work completed in the prior month to the Engineer.

The report shall contain the following:

- a. Breakdown of each street segment that was crack sealed
- b. Date of completion
- c. Quantities of materials used (broken down by street segment)
- d. Total crack seal quantity for the month

Contractor must submit the final invoice of a fiscal year by the 3<sup>rd</sup> week of June.

This is an As-Needed Contract. Estimated quantities are approximate and may increase or decrease dependent on the availability of funds. The total approved funding is solely dependent on the approved budget for the fiscal year.

Locations may be added or deleted as needed by written notice from the Engineer.

Bid prices shall remain fixed for the period of the entire Contract. No additional compensation shall be provided for re-mobilization.

The City has a right to terminate this as-needed contract for any reason. Work may conclude when the Contractor has addressed all designated locations for crack seal, or when the City's allocated funding has been exhausted.

## **13. REFERENCES**

Contractor shall adhere to all the applicable requirements including but not limited to the following:

1. 2021 Edition of the Standard Specifications for Public Works Construction, ("The GREENBOOK") specifically limited to Part 1, Section 1, 1-1 through 1-6.2; Part 1, Section 6, 6-1.1; Part 3, Section 302; and Part 6.



2. 2021 Edition of the City of San Diego Standard Specifications for Public Works Construction, ("The WHITEBOOK") specifically limited to Part 1, Section 1, 1-1 through 1-7.1.4; Part 1, Section 3, 3-8.7; Part 1, Section 5, 5-1.1, 5-10; Part 1, Section 6, 6-1.1; Part 3, Section 302; Part 6 and Part 10, Section 1000 through 1001.
3. 2021 Edition of the City of San Diego Standard Drawings
4. California Department of Transportation (CALTRANS) Standard Specifications, 2018
5. 2014 Edition of the California Manual on Uniform Devices Rev. 4 (CA MUTCD Rev 6)

**B. DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) REGISTRATION NUMBER.**

	Registration No.	Expiration Date	Name
DIR Registration No.	1000000311	6/30/2025	Safe Usa, Inc

**C. LICENSES.** To perform the work described in this solicitation, proposers must hold a current **Class A General Engineering Contractors License or a Class C-32 Parking and Highway Improvement Contractors License.**

	License Number	Expiration Date	Name
State of California Contractor's License	Class: C32 No.: 874085	11/30/2026	Jacob Copleas Safe Usa, Inc.

Any proposer holding a different license who feels qualified to bid on this work must notify the City Contact in writing at least seven (7) days prior to the bid closing. After a thorough review of the proposed license substitution, the City will inform the proposer, in writing, of its decision prior to the bid closing. The City's decision is final.

**D. PAYMENT AND PERFORMANCE BOND.** The Contractor shall be required to furnish the City of San Diego with a surety bond executed by a surety company authorized to do business in the State of California, and approved by the City of San Diego, pursuant to Article VIII of the City's General Contract Terms and Provisions, attached to the Contract as Exhibit C, in a sum equal to twenty-five percent (25%) of the Contract amount (\$1,250,000 per year), conditional for the performance of the Contract. The City reserves the right to request additional bonding in its sole discretion.

The payment and performance bond (bond) shall be submitted to Purchasing & Contracting within ten (10) days of request. Failure to provide the bond within the time frame specified by the City shall be cause for the bid to be rejected as non-responsive. The bond shall be maintained by the Contractor in full force and effect during the entire period of performance under Contract. Failure to do so shall be cause for termination of the Contract.

**E. DEPARTMENT REPRESENTATIVE.** The Department Representative for this Contract is identified in the notice of award and is responsible for overseeing and monitoring this Contract.

**F. PRICE SCHEDULE.** Bidder must submit pricing for all items to be considered responsive. The City will award one Contract to the responsive and responsible bidder with the lowest bid amount and whose bid meets all requirements of this ITB.

City's As-Needed Crack Seal Estimated Need. The estimated annual quantities are not guaranteed but estimated only for purposes of comparing bids. The City will determine the lowest bidder meeting all the requirements of this Invitation to Bid.

The Contractors bid price shall include all items required to perform the work in accordance with the specification and sealant manufacturer's instructions. This shall include, but not limited to, all labor materials, tools, equipment, and traffic control devices.

Bid prices shall remain fixed for the period of the entire Contract, notwithstanding any approved price adjustments (see Exhibit C, Section 3.4 Price Adjustments).

Item	Est. Annual Qty.	U/M	Description	Unit Price	Extended Price (Unit Price x Est Annual Qty)
1.	225,000	LB	Crack Sealing Services	\$ 4.15	\$ 933,750
2.	1	EA	Bond (Payment and Performance)	\$ <del>.05</del> 20,000	\$ 20,000
TOTAL:					\$ 953,750

**Attachment A**  
**Citywide Crack Seal Street List**

Payment ID	Street	Cross Street 1	Cross Street 2	City District	Community	Functional Classification	ADT	Length (LF)	Width (LF)	Area (SF)
SS-00681-PV1	29TH ST	ASH ST	BEECH ST	3	GREATER GOLDEN HILL	Residential	2500	384	40	15353
SS-00680-PV1	29TH ST	CEDAR ST	BEECH ST	3	GREATER GOLDEN HILL	Residential	2500	378	40	15123
SS-00682-PV1	29TH ST	CEDAR ST	DATE ST	3	GREATER GOLDEN HILL	Residential	2500	383	40	15323
SS-00628-PV1	29TH ST	ELM ST	DATE ST	3	GREATER GOLDEN HILL	Residential	2500	375	40	15002
SS-00619-PV1	29TH ST	NUTMEG ST	PALM ST	3	GREATER NORTH PARK	Residential	2500	652	40	26072
SS-00618-PV1	29TH ST	PALM ST	REDWOOD ST	3	GREATER NORTH PARK	Residential	2500	656	40	26241
SS-00703-PV1	31ST ST	DWIGHT ST	LANDIS ST	9	GREATER NORTH PARK	Residential	2500	655	45	29475
SS-00762-PV1	32ND ST	I-805 NB ON RA	ADAMS AV	9	NORMAL HEIGHTS	Collector	2500	861	36	31001
SS-00734-PV1	32ND ST	MONROE AV	I-805 NB ON RA	9	NORMAL HEIGHTS	Collector	2500	704	36	25347
SS-00786-PV1	33RD ST	MONROE AV	MADISON AV	9	NORMAL HEIGHTS	Residential	2500	705	34	23973
SS-00913-PV1	37TH ST	LANDIS ST	WIGHTMAN ST	9	CITY HEIGHTS	Residential	2500	681	52	35418
SS-00912-PV1	37TH ST	WIGHTMAN ST	UNIVERSITY AV	9	CITY HEIGHTS	Residential	2500	679	52	35314
SS-00911-PV1	37TH ST	UNIVERSITY AV	POLK AV	9	CITY HEIGHTS	Residential	2500	660	52	34327
SS-00980-PV1	40TH ST	REDWOOD ST	THORN ST	9	CITY HEIGHTS	Residential	2500	677	52	35209
SS-001001-PV1	41ST ST	MYRTLE AV	DWIGHT ST	9	CITY HEIGHTS	Residential	2500	681	52	35412
SS-001023-PV1	42ND ST	THORN ST	MYRTLE AV	9	CITY HEIGHTS	Residential	2500	680	52	35964
SS-001022-PV1	42ND ST	MYRTLE AV	DWIGHT ST	9	CITY HEIGHTS	Local	2500	681	52	35418
SS-001074-PV1	45TH ST	UNIVERSITY AV	POLK AV	9	CITY HEIGHTS	Residential	2500	664	36	23908
SS-001097-PV1	46TH ST	DWIGHT ST	LANDIS ST	9	CITY HEIGHTS	Residential	2500	698	30	20941
SS-001117-PV1	47TH ST	DWIGHT ST	LANDIS ST	9	CITY HEIGHTS	Residential	2500	698	30	20940
SS-001413-PV1	60TH ST	THORN ST	MICHAEL ST	4	EASTERN AREA	Residential	2500	253	36	9110
SS-001412-PV1	60TH ST	MICHAEL ST	DWIGHT ST	4	EASTERN AREA	Residential	2500	253	36	9111
SS-001513-PV1	69TH ST	MARLOWE DR	HANNIBAL PL	9	EASTERN AREA	Residential	2500	672	36	24197
SS-001518-PV1	69TH ST	HANNIBAL PL	CELIA VISTA DR	9	EASTERN AREA	Residential	2500	256	36	9219
SS-001549-PV1	71ST ST	AMHERST ST	EL CAJON BL	9	EASTERN AREA	Collector	2500	890	40	15602
SS-001707-PV1	ADAIR ST	SANTA BARBARA ST	GUZOT ST	2	PENINSULA	Residential	2500	745	40	29811
SS-001705-PV1	ADAIR ST	GUZOT ST	FROUDE ST	2	PENINSULA	Local	2500	658	36	23703
SS-001705-PV1	ADAIR ST	FROUDE ST	EBERS ST	2	PENINSULA	Local	2500	661	36	23792
SS-00116-PV1	ADOLPHIA ST	BLACK MTN RD	MORAN WY	5	RANCHO PENASQUITOS	Major	10000	516	40	20683
SS-00115-PV1	ADOLPHIA ST	MORAN WY	PIPIO ST	5	RANCHO PENASQUITOS	Major	10000	351	40	14038
SS-00114-PV1	ADOLPHIA ST	PIPIO ST	ADOLPHIA CT	5	RANCHO PENASQUITOS	Major	10000	580	40	23188
SS-00113-PV1	ADOLPHIA ST	ADOLPHIA CT	KESTREL ST	5	RANCHO PENASQUITOS	Collector	10000	1551	40	62040
SS-00112-PV1	ADOLPHIA ST	KESTREL ST	UMAR WY	5	RANCHO PENASQUITOS	Major	10000	897	40	35882
SS-002351-PV1	AMBER LAKE AV	BLUE LAKE DR	LAKE ANGELA DR	7	NAVAJO	Residential	2500	810	36	29155
SS-002350-PV1	AMBER LAKE AV	LAKE ANGELA DR	LAKE MURRAY (SE FTY) BL	7	NAVAJO	Residential	2500	624	36	22476
SS-002349-PV1	ANVIL LAKE AV	BLUE LAKE DR	LAKE ANGELA DR	7	NAVAJO	Residential	2500	937	36	33734
SS-002338-PV1	ANVIL LAKE AV	LAKE ANGELA DR	LAKE MURRAY (SE FTY) BL	7	NAVAJO	Residential	2500	720	36	25917
SS-00127-PV1	AQUARIUS DR	MENKAR RD	KELOWNA RD	6	MIRA MESA	Prime	7400	469	40	18776
SS-00126-PV1	AQUARIUS DR	KELOWNA RD	MARKAB DR	6	MIRA MESA	Prime	5249	125	40	5000
SS-00125-PV1	AQUARIUS DR	CAM RUIZ	MENKAR RD	6	MIRA MESA	Prime	6700	522	40	20897
SS-002691-PV1	ARCH ST	MEADE AV	MONROE AV	3	UPTOWN	Residential	2500	806	40	32245
SS-001897-PV1	ARTESIAN RD	CAM DEL SUR	ARTESIAN TL	5	BLACK MOUNTAIN RANCH	Collector	15000	1579	40	63141
SS-002870-PV1	ASH ST	31ST ST	EDGEWENT ST	3	GREATER GOLDEN HILL	Residential	2500	288	30	8643
SS-002869-PV1	ASH ST	GROVE ST	31ST ST	3	GREATER GOLDEN HILL	Residential	2500	274	40	10563
SS-002868-PV1	ASH ST	FERN ST	GROVE ST	3	GREATER GOLDEN HILL	Residential	2500	280	40	11203
SS-003010-PV1	AUBURN DR	WIGHTMAN ST	LORIS ST	9	CITY HEIGHTS	Residential	2500	1790	40	71602
SS-003106-PV1	AVNDA CONSENTIDO	CALLE PULIDO	PASEO LUCIDO	5	RANCHO BERNARDO	Residential	2500	2925	36	105313
SS-003105-PV1	AVNDA CONSENTIDO	PASEO LUCIDO	CALLE PULIDO	5	RANCHO BERNARDO	Residential	2500	799	36	28543
SS-003234-PV1	AVNDA PLAYA VERACRUZ	CAM PLAYA MALAGA	CTE PLAYA ENCINO	7	TIERRASANTA	Local	2500	1433	40	37339
SS-003233-PV1	AVNDA PLAYA VERACRUZ	CTE PLAYA ENCINO	CAM PLAYA MALAGA	7	TIERRASANTA	Local	2500	851	40	34048
SS-003232-PV1	AVNDA PLAYA VERACRUZ	CTE PLAYA PALMERA	CAM PLAYA MALAGA	7	TIERRASANTA	Local	2500	206	40	8241
SS-003231-PV1	AVNDA PLAYA VERACRUZ	ANTIGUA BL	CTE PLAYA PALMERA	7	TIERRASANTA	Local	2500	210	40	8406
SS-004496-PV1	BANCROFT ST	MADISON AV	ADAMS AV	9	NORMAL HEIGHTS	Residential	2500	860	35	30105
SS-004467-PV1	BANCROFT ST	MONROE AV	MADISON AV	9	NORMAL HEIGHTS	Residential	2500	704	35	24644
SS-003811-PV1	BEARDSLEY ST	JULIAN AV	KEARNY AV	8	SOUTHEASTERN SAN DIEGO	Residential	2500	366	40	14640
SS-003808-PV1	BEARDSLEY ST	S 22ND ST	JULIAN AV	8	SOUTHEASTERN SAN DIEGO	Residential	2500	186	40	7437
SS-003832-PV1	BEAUMONT AV	FORWARD ST	BIRD ROCK AV	1	LA JOLLA	Residential	2500	749	30	22473
SS-003828-PV1	BEAUMONT AV	BIRD ROCK AV	CAM DE LA COSTA	1	LA JOLLA	Residential	2500	883	30	26491
SS-003859-PV1	BEECH ST	31ST ST	EDGEWENT ST	3	GREATER GOLDEN HILL	Residential	2500	288	30	8046
SS-003858-PV1	BEECH ST	GROVE ST	31ST ST	3	GREATER GOLDEN HILL	Residential	2500	270	48	12963
SS-004031-PV1	BERNUDA CR	SAVOY CT	ALEXANDRIA DR	2	PENINSULA	Residential	2500	354	36	12614
SS-004030-PV1	BERNUDA CR	ALEXANDRIA DR	BERNUDA CR	2	PENINSULA	Residential	2500	258	36	9278
SS-004456-PV1	BLUE LAKE DR	AMBER LAKE AV	ANVIL LAKE AV	7	NAVAJO	Residential	2500	231	40	9240
SS-004455-PV1	BLUE LAKE DR	LAKE ALBANO AV	AMBER LAKE AV	7	NAVAJO	Residential	2500	239	40	9560
SS-004454-PV1	BLUE LAKE DR	LAKE ALTURAS AV	LAKE ALBANO AV	7	NAVAJO	Residential	2500	240	40	9601
SS-004453-PV1	BLUE LAKE DR	LAKE ALTURAS AV	LAKE ALAMOR AV	7	NAVAJO	Residential	2500	245	40	9800
SS-004452-PV1	BLUE LAKE DR	JACKSON DR	LAKE ALAMOR AV	7	NAVAJO	Residential	2500	264	40	10562
SS-004504-PV1	BODEGA CT	BEGIN	FRONDOSO DR	5	RANCHO BERNARDO	Residential	2500	195	30	4062
SS-004505-PV1	BODEGA PL	BEGIN	FRONDOSO DR	5	RANCHO BERNARDO	Residential	2500	195	30	5850
SS-004506-PV1	BODEGA RD	FRONDOSO DR	POMERADO RD	5	RANCHO BERNARDO	Residential	2500	295	40	11797
SS-004507-PV1	BODEGA WY	BEGIN	FRONDOSO DR	5	RANCHO BERNARDO	Residential	2500	91	30	2730
SS-004587-PV1	BORDEAUX AV	BEGIN	GLENWICK LN	1	LA JOLLA	Residential	2500	445	29	12902
SS-004586-PV1	BORDEAUX AV	GLENWICK LN	DUNAWAY DR	1	LA JOLLA	Residential	2500	270	29	7821
SS-004678-PV1	BOUNDARY ST	LANDIS ST	NORTH PARK WY	3	GREATER NORTH PARK	Residential	3070	598	23	13750
SS-004718-PV1	BOVET WY	STEINBECK AV	END	6	UNIVERSITY	Residential	2500	378	30	11338
SS-005055-PV1	BROWN DEER RD	CARROLL RD	CARROLL PARK DR	6	MIRA MESA	Residential	2500	1049	56	58735
SS-00178-PV1	BULLOCK DR	GILMARTIN DR	FREED MANOR LN	4	SKYLINE-PARADISE HILLS	Collector	2500	540	40	21600
SS-00177-PV1	BULLOCK DR	DIVISION ST	GALLEGOS TR	4	SKYLINE-PARADISE HILLS	Collector	2500	143	40	5720
SS-00176-PV1	BULLOCK DR	GALLEGOS TR	DUARTE PL	4	SKYLINE-PARADISE HILLS	Collector	2500	559	40	22360
SS-00175-PV1	BULLOCK DR	DUARTE PL	BLANFORD ST	4	SKYLINE-PARADISE HILLS	Collector	2500	236	40	9440
SS-00174-PV1	BULLOCK DR	BLANFORD ST	CONTRERAS CT	4	SKYLINE-PARADISE HILLS	Collector	2500	313	40	12520
SS-00173-PV1	BULLOCK DR	CONTRERAS CT	HERRERA CT	4	SKYLINE-PARADISE HILLS	Collector	2500	373	40	14920
SS-00172-PV1	BULLOCK DR	HERRERA CT	GILMARTIN DR	4	SKYLINE-PARADISE HILLS	Collector	2500	198	40	7920
SS-00171-PV1	BULLOCK DR	FREED MANOR LN	PARKLAND WY	4	SKYLINE-PARADISE HILLS	Collector	2500	845	40	33800
SS-00170-PV1	BULLOCK DR	PARKLAND WY	S WOODMAN ST	4	SKYLINE-PARADISE HILLS	Collector	2500	240	40	9600
SS-005155-PV1	BURGUNDY ST	GLACIER AV	ORCUTT AV	7	NAVAJO	Residential	2500	738	36	26571
SS-005154-PV1	BURGUNDY ST	ORCUTT AV	ZION AV	7	NAVAJO	Residential	2500	792	36	28516
SS-005184-PV1	BURTON ST	COOLIDGE ST	ELMORE ST	7	LINDA VISTA	Residential	2500	273	33	8023
SS-005183-PV1	BURTON ST	ELMORE ST	ACHESON ST	7	LINDA VISTA	Residential	2500	944	33	30818
SS-005182-PV1	BURTON ST	ACHESON ST	GILLEN ST	7	LINDA VISTA	Residential	2500	248	33	8183
SS-005301-PV1	CABRILLO AV	PEARL ST	OLIVET ST	1	LA JOLLA	Residential	2500	518	40	20722
SS-005335-PV1	CADMAN ST	CAHILL DR	LAUSANNE DR	4	SKYLINE-PARADISE HILLS	Collector	2500	418	40	16640
SS-005334-PV1	CADMAN ST	LAUSANNE DR	JAMACHA RD	4	SKYLINE-PARADISE HILLS	Collector	2500	276	40	11040
SS-005333-PV1	CADMAN ST	JAMACHA RD	LISBON ST	4	SKYLINE-PARADISE HILLS	Residential	2500	465	36	16740
SS-004867-PV1	CALLE CRISTOBAL	CAM SANTA FE	CAM PROPICO	5	MIRA MESA	Major	16760	928	78	72207
SS-005605-PV1	CALLE PULIDO	AVNDA CONSENTIDO	END	5	RANCHO BERNARDO	Residential	2500	1016	36	36590
SS-005835-PV1	CAM MIRANDA	CALLE CRISTOBAL	KEISHA TR	6	MIRA MESA	Residential	2500	188	36	7419
SS-005857-PV1	CAM PLAYA DE ORO	CTE PLAYA AZTECA	ANTIGUA BL	7	TIERRASANTA	Local	2500	286	36	10701
SS-005856-PV1	CAM PLAYA DE ORO	CTE PLAYA JACINTO	CAM PLAYA NORTE	7	TIERRASANTA	Local	2500	288	36	10577
SS-005855-PV1	CAM PLAYA DE ORO	CTE PLAYA JACINTO	CAM PLAYA NORTE	7	TIERRASANTA	Local	2500	201	36	7241
SS-005854-PV1	CAM PLAYA DE ORO	CAM PLAYA NORTE	CTE PLAYA CORONA	7	TIERRASANTA	Local	2500	294	36	10479
SS-005853-PV1	CAM PLAYA DE ORO	CTE PLAYA CORONA	CTE PLAYA MADERA	7	TIERRASANTA	Local	2500	273	36	9836
SS-005852-PV1	CAM PLAYA DE ORO	CTE PLAYA MADERA	CTE PLAYA AZTECA	7	TIERRASANTA	Local	2500	240	36	8633
SS-005851-PV1	CAM PLAYA NORTE	CAM PLAYA DE ORO	VIA VALARTA	7	TIERRASANTA	Local	2500	889	36	31957
SS-006100-PV1	CANDLELIGHT DR	CANDLELIGHT DR	LAMPLIGHT DR	1	LA JOLLA	Prime	2500	648	36	23341
SS-006099-PV1	CANDLELIGHT DR	LAMPLIGHT DR	MOONLIGHT LN	1	LA JOLLA	Prime	2500	347	40	13882
SS-006098-PV1	CANDLELIGHT DR	MOONLIGHT LN	VISTA CLARIDAD	1	LA JOLLA	Residential	2500	881	40	35257
SS-006109-PV1	CANDLELIGHT PL	BEGIN	CANDLELIGHT DR	1	LA JOLLA	Residential	2500	308	30	9250
SS-006325-PV1	CARLOS ST	JST	END	9	SOUTHEASTERN SAN DIEGO	Residential	2500	361	40	14440
SS-006544-PV1	CARROLL PARK DR	BROWN DEER RD	CARROLL RD	6	MIRA MESA	Residential	2500	1674	44	73672
SS-006658-PV1	CASTLE AV	BEGIN	EUCALYPT AV	9	CITY HEIGHTS	Residential	2500	685	30	20538

**Attachment A**  
**Citywide Crack Seal Street List**

Parcel ID	Street	Cross Street	Cross Street	Council District	Neighborhood	Functional Classification	Year Bldg	Length (LF)	Width (LF)	Area (SF)
SS-006782-PV1	CEARIDGE DR	GREENLAWN DR	BROOKHAVEN RD	4	SKYLINE-PARADISE HILLS	Residential	2500	1072	36	38605
SS-006815-PV1	CENTRAL AV	MYRTLE AV	DWIGHT ST	9	CITY HEIGHTS	Collector	2500	681	52	35418
SS-006905-PV1	CHAMOUNE AV	DWIGHT ST	LANDIS ST	9	CITY HEIGHTS	Residential	2500	692	36	24912
SS-007076-PV1	CHEROKEE AV	POLK AV	ORANGE AV	9	CITY HEIGHTS	Residential	2500	631	52	32818
SS-007090-PV1	CHEERY RIDGE CT	RAVEN RIDGE PT	END	6	MIRA MESA	Residential	2500	225	30	6750
SS-082200-PV1	CIVITA BL	MISSION CENTER RD	VALA ALTA	7	MISSION VALLEY	Collector	2500	1387	69	90155
SS-007498-PV1	COLDWELL LN	JOSHUA PL	TWINING AV	8	OTAY MESA-NESTOR	Residential	2500	1224	35	44064
SS-007498-PV1	COLDWELL LN	PICARD AV	JOSHUA PL	8	OTAY MESA-NESTOR	Residential	2500	256	35	9217
SS-007740-PV1	COMPASS POINT N DR	COMPASS POINT S DR	WESTVIEW PY	6	MIRA MESA	Residential	2500	1485	40	59409
SS-007741-PV1	COMPASS POINT S DR	COMPASS POINT N DR	WESTVIEW PY	6	MIRA MESA	Residential	2500	1144	40	45759
SS-007884-PV1	COOLIDGE ST	BURTON ST	FITCH CT	7	LINDA VISTA	Residential	2500	1037	33	34222
SS-007883-PV1	COOLIDGE ST	FITCH CT	GLIDDEN ST	7	LINDA VISTA	Residential	2500	305	33	10073
SS-007887-PV1	COOLWATER DR	FLOWERDALE LN	BROOKHAVEN RD	4	SKYLINE-PARADISE HILLS	Residential	2500	855	35	30777
SS-007886-PV1	COOLWATER DR	GREENLAWN DR	FLOWERDALE LN	4	SKYLINE-PARADISE HILLS	Residential	2500	597	35	21475
SS-008374-PV1	CTE PLAYA AZTECA	CAM PLAYA DE ORO	END	7	TIERRASANTA	Local	2500	899	36	14376
SS-008394-PV1	CTE PLAYA ENCINO	AVYDA PLAYA VERACRUZ	END	7	TIERRASANTA	Local	2500	402	32	12850
SS-008395-PV1	CTE PLAYA INCANTO	CAM PLAYA DE ORO	END	7	TIERRASANTA	Local	2500	386	32	12337
SS-008388-PV1	CTE PLAYA MADERA	CAM PLAYA DE ORO	END	7	TIERRASANTA	Local	2500	339	32	10840
SS-008394-PV1	CTE PLAYA PALMERA	BEGIN	AVYDA PLAYA VERACRUZ	7	TIERRASANTA	Local	2500	212	32	6790
SS-008499-PV1	CUSTOMHOUSE PZ	OTAY CENTER DR	PAZEO INTERNACIONAL	8	OTAY MESA	Residential	2500	987	64	24793
SS-008498-PV1	CUSTOMHOUSE PZ	CUSTOMHOUSE CT	OTAY CENTER DR	8	OTAY MESA	Major	2500	785	64	50923
SS-008508-PV1	CLUIVER ST	PROSPECT ST	COAST SOUTH BL	1	LA JOLLA	Residential	2500	412	43	16878
SS-008620-PV1	DALEY CENTER DR	NUTMEG ST	PAL ST	7	GREATER NORTH PARK	Residential	2500	647	30	19410
SS-008638-PV1	DALEY CENTER DR	STONECREST BL	GRANITE RIDGE DR	7	KEARNY MESA	Major	17000	1660	19	31314
SS-008638-PV1	DALEY CENTER DR	BEGIN	STONECREST BL	7	KEARNY MESA	Major	17000	1064	19	20216
SS-008637-PV1	DALEY CENTER DR	GRANITE RIDGE DR	AERO DR	7	KEARNY MESA	Major	2500	652	64	41752
SS-008646-PV1	DAMASCO CT	BEGIN	FRONDOSO DR	5	RANCHO BERNARDO	Residential	2500	233	30	7000
SS-008776-PV1	DAVES WY	JOSHUA PL	TWINING AV	8	OTAY MESA-NESTOR	Residential	2500	1226	36	44136
SS-008846-PV1	DEBBYANN PL	JOSHUA PL	TWINING AV	8	OTAY MESA-NESTOR	Residential	2500	1250	36	45018
SS-008908-PV1	DEBYANN PL	BEGIN	PROSPERITY LN	9	COLLEGE AREA	Residential	2500	367	56	13215
SS-008946-PV1	DEL MAR AV	FROUDE ST	EBERS ST	2	OCEAN BEACH	Residential	2500	662	40	26480
SS-008945-PV1	DEL MAR AV	SUNSET CLIFFS BL	SUNSET CLIFFS BL	2	OCEAN BEACH	Residential	2500	656	40	26248
SS-008944-PV1	DEL MAR AV	SUNSET CLIFFS BL	CABLE ST	2	OCEAN BEACH	Local	2500	658	40	26336
SS-008943-PV1	DEL MAR AV	CABLE ST	OCEAN FRONT ST	2	OCEAN BEACH	Local	2500	213	40	8520
SS-008942-PV1	DEL MAR AV	OCEAN FRONT ST	OCEAN FRONT ST	2	OCEAN BEACH	Local	2500	207	40	8273
SS-008948-PV1	DEL MAR AV	SANTA BARBARA ST	GUJIZOT ST	2	PENINSULA	Residential	2500	653	40	26504
SS-008947-PV1	DEL MAR AV	GUJIZOT ST	FROUDE ST	2	PENINSULA	Residential	2500	658	40	26336
SS-031335-PV1	DEL SOL BL	RIVIERA SHORES ST	DENNERY RD	8	OTAY MESA	Major	3200	473	72	34083
SS-031226-PV1	DEL SOL BL	RIVIERA POINTE ST	END	8	OTAY MESA	Major	17000	144	40	5756
SS-031225-PV1	DEL SOL BL	RIVIERA POINTE ST	RIVIERA POINTE ST	8	OTAY MESA	Major	17000	347	50	17326
SS-031224-PV1	DEL SOL BL	RIVIERA SHORES ST	RIVIERA POINTE ST	8	OTAY MESA	Major	17000	357	50	17832
SS-031223-PV1	DEL SOL BL	RIVIERA SUMMIT RD	RIVIERA SHORES ST	8	OTAY MESA	Major	17000	438	50	21887
SS-009028-PV1	DEL SOL BL	DENNERY RD	RIVIERA SUMMIT RD	8	OTAY MESA	Collector	10000	524	72	37728
SS-009050-PV1	DELAWARE ST	BEGIN	MADISON AV	9	UPTOWN	Residential	2500	240	40	9600
SS-009049-PV1	DELAWARE ST	MADISON AV	GOLDEN GATE DR	9	UPTOWN	Residential	2500	245	40	9840
SS-009080-PV1	DENBY ST	J ST	MARKET ST	3	SOUTHEASTERN SAN DIEGO	Residential	2500	660	30	19800
SS-009516-PV1	DWIGHT ST	ROBIN ST	PAGE ST	4	EASTERN AREA	Residential	2500	241	36	8666
SS-009516-PV1	DWIGHT ST	BEGIN	4	EASTERN AREA	Residential	2500	409	36	14715	
SS-009614-PV1	DWIGHT ST	60TH ST	THE ST	4	EASTERN AREA	Residential	2500	261	36	9400
SS-009613-PV1	DWIGHT ST	THE ST	60TH ST	4	EASTERN AREA	Residential	2500	391	36	14083
SS-009621-PV1	DWIGHT ST	CENTRAL AV	41ST ST	9	CITY HEIGHTS	Residential	2500	384	52	19971
SS-009625-PV1	DWIGHT ST	40TH ST	CENTRAL AV	9	CITY HEIGHTS	Local	2500	379	52	19711
SS-009815-PV1	EASTGLEN ST	OAKBEND DR	RUE DES AMIS	5	SCRIPPS MIRAMAR RANCH	Residential	2500	522	36	18792
SS-009814-PV1	EASTGLEN ST	RUE DES AMIS	END	5	SCRIPPS MIRAMAR RANCH	Residential	2500	415	36	14934
SS-009813-PV1	EASTGLEN ST	SCRIPPS LT	OAKBEND DR	5	SCRIPPS MIRAMAR RANCH	Residential	2500	168	40	6708
SS-009851-PV1	EBERS ST	ADAIR ST	POINT LOMA AV	2	OCEAN BEACH	Residential	2500	301	36	10833
SS-009838-PV1	EBERS ST	PESCADERO AV	ORCHARD AV	2	OCEAN BEACH	Residential	2500	375	36	13486
SS-009857-PV1	EBERS ST	ORCHARD AV	DEL MAR AV	2	OCEAN BEACH	Residential	2500	382	36	13767
SS-009836-PV1	EBERS ST	DEL MAR AV	CORONADO AV	2	OCEAN BEACH	Residential	2500	376	36	13536
SS-009835-PV1	EBERS ST	CORONADO AV	SANTA CRUZ AV	2	OCEAN BEACH	Residential	2500	380	36	13680
SS-009854-PV1	EBERS ST	SANTA CRUZ AV	DEL MONTE AV	2	OCEAN BEACH	Residential	2500	382	35	13752
SS-009853-PV1	EBERS ST	DEL MONTE AV	NARRAGANSETT AV	2	OCEAN BEACH	Residential	2500	382	35	13752
SS-009852-PV1	EBERS ST	NARRAGANSETT AV	NIAGARA AV	2	OCEAN BEACH	Residential	2500	377	36	13556
SS-009851-PV1	EBERS ST	NIAGARA AV	NEWPORT AV	2	OCEAN BEACH	Residential	2500	379	35	13652
SS-009850-PV1	EBERS ST	NEWPORT AV	SANTA MONICA AV	2	OCEAN BEACH	Residential	2500	383	35	13774
SS-009849-PV1	EBERS ST	SANTA MONICA AV	SARATOGA AV	2	OCEAN BEACH	Residential	2500	378	35	13594
SS-009848-PV1	EBERS ST	SARATOGA AV	CAPE MAY AV	2	OCEAN BEACH	Residential	2500	380	35	13695
SS-009959-PV1	EL CAJON BL	71ST ST	72ND ST	9	EASTERN AREA	Major	16000	679	75	50932
SS-009958-PV1	EL CAJON BL	72ND ST	HARBINSON AV	9	EASTERN AREA	Major	23670	389	75	29178
SS-009957-PV1	EL CAJON BL	HARBINSON AV	73RD ST	9	EASTERN AREA	Major	16000	294	75	22055
SS-010261-PV1	ELMORE ST	BEGIN	ACHESON ST	7	LINDA VISTA	Residential	2500	210	23	4821
SS-010260-PV1	ELMORE ST	ACHESON ST	BURTON ST	7	LINDA VISTA	Residential	2500	252	32	8075
SS-010359-PV1	ENDERS AV	BEGIN	WHIFFLE AV	6	UNIVERSITY	Residential	2500	460	30	13932
SS-010358-PV1	ENDERS AV	WHIFFLE AV	TEASDALE AV	6	UNIVERSITY	Residential	2500	383	36	13867
SS-010357-PV1	ENDERS AV	TEASDALE AV	STEINBECK AV	6	UNIVERSITY	Residential	2500	552	36	19870
SS-010356-PV1	ENDERS AV	STEINBECK AV	TEASDALE AV	6	UNIVERSITY	Residential	2500	630	36	22667
SS-010449-PV1	ESCALA LN	FRONDOSO DR	END	5	RANCHO BERNARDO	Residential	2500	141	30	4227
SS-010706-PV1	EXCHANGE PL	COUNTRY CLUB DR	VIRGINIA WY	1	LA JOLLA	Prime	18000	130	40	7192
SS-010705-PV1	EXCHANGE PL	VIRGINIA WY	BLUEBIRD LN	1	LA JOLLA	Prime	16000	150	40	7591
SS-010704-PV1	EXCHANGE PL	BLUEBIRD LN	TORREY PINES RD	1	LA JOLLA	Prime	16000	189	40	7561
SS-010703-PV1	EXCHANGE PL	TORREY PINES RD	PARK RW	1	LA JOLLA	Residential	2500	357	41	14643
SS-010742-PV1	F ST	42ND ST	TOYNE ST	9	SOUTHEASTERN SAN DIEGO	Local	2500	290	15	4348
SS-010773-PV1	FAIRFIELD ST	SOUTHCREST AV	MILTON ST	2	CLAIREMONT MESA	Residential	2500	777	30	23310
SS-010959-PV1	FEDERAL BL	60TH ST	WINNETT ST	4	ENCANTO	Collector	16000	1476	60	88539
SS-010947-PV1	FEDERAL BL	WINNETT ST	MALLARD ST	4	ENCANTO	Major	16000	515	70	35081
SS-010946-PV1	FEDERAL BL	MALLARD ST	MAC ARTHUR DR	4	ENCANTO	Major	11560	706	70	49455
SS-011013-PV1	FELTON ST	MADISON AV	ADAMS AV	9	NORMAL HEIGHTS	Residential	2500	859	36	30924
SS-011158-PV1	FITCH CT	COOLIDGE ST	END	7	LINDA VISTA	Residential	2500	332	23	7637
SS-011226-PV1	FLORESTA CT	BEGIN	FRONDOSO DR	5	RANCHO BERNARDO	Residential	2500	409	30	12255
SS-011227-PV1	FLORESTA WY	BEGIN	FRONDOSO DR	5	RANCHO BERNARDO	Residential	2500	760	30	22808
SS-011228-PV1	FLOREY CT	FLOREY ST	END	6	UNIVERSITY	Residential	2500	858	30	10751
SS-011230-PV1	FLOREY ST	CATHER AV	FLOREY CT	6	UNIVERSITY	Residential	2500	835	40	33382
SS-011223-PV1	FLOREY ST	FLOREY CT	TEASDALE AV	6	UNIVERSITY	Residential	2500	254	40	10180
SS-011265-PV1	FLOWERDALE LN	COOLWATER DR	BROOKHAVEN RD	4	SKYLINE-PARADISE HILLS	Residential	2500	679	35	24429
SS-011278-PV1	FOLSOM DR	BELLEVUE AV	LA CANADA	1	LA JOLLA	Residential	2500	946	26	24587
SS-011277-PV1	FOLSOM DR	LA CANADA	DODGE DR	1	LA JOLLA	Residential	2500	226	26	5864
SS-011276-PV1	FOLSOM DR	DODGE DR	BELLEVUE AV	1	LA JOLLA	Residential	2500	543	26	14130
SS-011377-PV1	FORWARD ST	BELLEVUE AV	BELLEVUE AV	1	LA JOLLA	Local	2500	107	31	3316
SS-011376-PV1	FORWARD ST	BELLEVUE AV	TAFT AV	1	LA JOLLA	Local	2500	181	31	5621
SS-011375-PV1	FORWARD ST	TAFT AV	TAFT AV	1	LA JOLLA	Local	2500	158	31	4884
SS-011374-PV1	FORWARD ST	TAFT AV	UNDA ROSA AV	1	LA JOLLA	Local	2500	165	31	5128
SS-011373-PV1	FORWARD ST	UNDA ROSA AV	UNDA ROSA AV	1	LA JOLLA	Local	2500	165	31	5080
SS-011408-PV1	FRAMES PORT PL	CALLE CRISTOBAL	RAVER RIDGE PT	6	MIRA MESA	Residential	2500	191	30	5730
SS-011407-PV1	FRAMES PORT PL	RAVEN RIDGE PT	END	6	MIRA MESA	Residential	2500	464	30	13920
SS-011551-PV1	FRONDOSO DR	GREENS EAST RD	BODEGA WY	5	RANCHO BERNARDO	Residential	2500	1665	36	59945
SS-011550-PV1	FRONDOSO DR	DAMASCO CT	BODEGA CT	5	RANCHO BERNARDO	Residential	2500	248	36	8911
SS-011549-PV1	FRONDOSO DR	BEGIN	GREENS EAST RD	5	RANCHO BERNARDO	Residential	2500	432	30	12947
SS-011548-PV1	FRONDOSO DR	BODEGA WY	FLORESTA WY	5	RANCHO BERNARDO	Residential	2500	250	36	6887
SS-011547-PV1	FRONDOSO DR	FLORESTA WY	FLORESTA CT	5	RANCHO BERNARDO	Residential	2500	242	36	8719
SS-011546-PV1	FRONDOSO DR	FLORESTA CT	ESCALA LN	5	RANCHO BERNARDO	Residential	2500	154	36	5546
SS-011545-PV1	FRONDOSO DR	ESCALA LN	DAMASCO CT	5	RANCHO BERNARDO	Residential	2500	131	36	4704



**Attachment A**  
**Citywide Crack Seal Street List**

Payment ID	Street	Cross Street 1	Cross Street 2	County District	Community	Functional Classification	ADT	Length (LF)	Width (LF)	Area (SF)
SS-011544-PV1	FRONDOSO DR	BODEGA CT	BODEGA RD	5	RANCHO BERNARDO	Residential	2500	123	36	4417
SS-011543-PV1	FRONDOSO DR	BODEGA RD	BODEGA PL	5	RANCHO BERNARDO	Residential	2500	170	36	6108
SS-011542-PV1	FRONDOSO DR	BODEGA PL	END	5	RANCHO BERNARDO	Residential	2500	1291	30	38743
SS-011712-PV1	GABARDA RD	LOMICA DR	MANTILLA RD	5	RANCHO BERNARDO	Residential	2500	229	36	8261
SS-011711-PV1	GABARDA RD	MANTILLA RD	BENDITO DR	5	RANCHO BERNARDO	Residential	2500	253	36	9091
SS-011710-PV1	GABARDA RD	BENDITO DR	REUNDO DR	5	RANCHO BERNARDO	Residential	2500	328	36	11802
SS-011709-PV1	GABARDA RD	REUNDO DR	HIGA PL	5	RANCHO BERNARDO	Residential	2500	246	36	8861
SS-011708-PV1	GABARDA RD	HIGA PL	OPIMO DR	5	RANCHO BERNARDO	Residential	2500	345	36	12428
SS-011707-PV1	GABARDA RD	OPIMO DR	OCASO DR	5	RANCHO BERNARDO	Residential	2500	324	36	11560
SS-011706-PV1	GABARDA RD	OCASO DR	PALEO RD	5	RANCHO BERNARDO	Residential	2500	263	36	9479
SS-011705-PV1	GABARDA RD	PALEO RD	HORADO RD	5	RANCHO BERNARDO	Residential	2500	249	36	8949
SS-011734-PV1	GAILES BL	OTAY MESA RD	ST ANDREWS AV	8	OTAY MESA	Residential	2500	684	78	53923
SS-011802-PV1	GALVESTON ST	ASHTON ST	ORTEN ST	2	CLAIREMONT MESA	Residential	2500	685	36	24650
SS-011798-PV1	GALVESTON ST	ORTEN ST	NAPIER ST	2	CLAIREMONT MESA	Residential	2500	434	30	13010
SS-011797-PV1	GALVESTON ST	NAPIER ST	MILTON ST	2	CLAIREMONT MESA	Residential	2500	431	36	15513
SS-011796-PV1	GALVESTON ST	MILTON ST	LISTER ST	2	CLAIREMONT MESA	Residential	2500	433	36	15591
SS-011794-PV1	GALVESTON ST	KANE ST	JELLETT ST	2	CLAIREMONT MESA	Residential	2500	439	36	15804
SS-011793-PV1	GALVESTON ST	JELLETT ST	INGULF ST	2	CLAIREMONT MESA	Residential	2500	428	40	17137
SS-011792-PV1	GALVESTON ST	INGULF ST	HUXLEY ST	2	CLAIREMONT MESA	Residential	2500	433	40	17333
SS-011791-PV1	GALVESTON ST	HUXLEY ST	CLAIREMONT DR	2	CLAIREMONT MESA	Residential	2500	162	40	6466
SS-011942-PV1	GAVIN ST	K ST	J ST	9	SOUTHEASTERN SAN DIEGO	Residential	2500	598	40	23920
SS-011941-PV1	GAVIN ST	J ST	END	9	SOUTHEASTERN SAN DIEGO	Residential	2500	127	40	5080
SS-012014-PV1	GENESEE AV	WHITNEY ST	OSLER ST	7	LINDA VISTA	Major	20700	512	75	38837
SS-012013-PV1	GENESEE AV	OSLER ST	PARK MESA WY	7	LINDA VISTA	Major	20400	1487	75	112302
SS-012197-PV1	GLEN VISTA ST	BEGIN	PARKBROOK ST	4	SKYLINE-PARADISE HILLS	Residential	2500	192	40	7680
SS-012264-PV1	GLENWICK LN	DUNAWAY DR	GLENWICK PL	1	LA JOLLA	Residential	2500	931	30	2917
SS-012263-PV1	GLENWICK LN	GLENWICK PL	BRODEAUX AV	1	LA JOLLA	Residential	2500	620	30	18602
SS-012265-PV1	GLENWICK PL	BEGIN	GLENWICK LN	1	LA JOLLA	Residential	2500	172	29	4993
SS-012279-PV1	GLIDDEN ST	LINDA VISTA RD	BURTON ST	7	LINDA VISTA	Residential	2500	327	36	11778
SS-012277-PV1	GLIDDEN ST	COOLIDGE ST	END	7	LINDA VISTA	Residential	2500	698	36	26128
SS-012276-PV1	GLIDDEN ST	BURTON ST	COOLIDGE ST	7	LINDA VISTA	Residential	2500	554	36	19954
SS-012324-PV1	GOLD COAST DR	BLACK MTN RD	MAYA LINDA RD	6	MIRA MESA	Prime	16000	2154	28	60299
SS-012339-PV1	GOLDEN GATE DR	NEW YORK ST	DELAWARE ST	3	UPTOWN	Residential	2500	393	20	7863
SS-012441-PV1	GOVERNOR DR	GULLSTRAND ST	LAKEWOOD ST	6	UNIVERSITY	Major	19230	813	68	55300
SS-012433-PV1	GOVERNOR DR	PANEL CT	PANEL CT	6	UNIVERSITY	Major	17000	177	68	12059
SS-012432-PV1	GOVERNOR DR	PANEL CT	GULLSTRAND ST	6	UNIVERSITY	Major	17000	343	68	23353
SS-012430-PV1	GOVERNOR DR	LAKEWOOD ST	GREENWICH DR	6	UNIVERSITY	Major	17000	985	68	65594
SS-012533-PV1	GRANGER ST	NOVARA ST	GUZOT ST	2	PENINSULA	Residential	2500	1052	36	37870
SS-012679-PV1	GREGORY ST	THORN ST	UPAS ST	3	GREATER NORTH PARK	Residential	2500	647	30	19411
SS-012785-PV1	GROVE VIEW RD	GOODE ST	WESTBROOK AV	4	SKYLINE-PARADISE HILLS	Residential	2500	1180	32	37748
SS-012784-PV1	GROVE VIEW RD	CARRIE RIDGE WY	GOODE ST	4	SKYLINE-PARADISE HILLS	Residential	2500	321	36	11566
SS-012783-PV1	GROVE VIEW RD	GAYNESWOOD WY	CARRIE RIDGE WY	4	SKYLINE-PARADISE HILLS	Residential	2500	246	36	8871
SS-012782-PV1	GROVE VIEW RD	ALSACIA ST	GAYNESWOOD WY	4	SKYLINE-PARADISE HILLS	Residential	2500	271	36	9787
SS-012958-PV1	HAMILTON ST	UNIVERSITY AV	LINCOLN AV	3	GREATER NORTH PARK	Residential	2500	681	40	27241
SS-012857-PV1	HAMILTON ST	LINCOLN AV	POLK AV	3	GREATER NORTH PARK	Residential	2500	677	40	27080
SS-012956-PV1	HAMILTON ST	POLK AV	HOWARD AV	3	GREATER NORTH PARK	Residential	2500	677	40	27081
SS-013014-PV1	HANNIBAL PL	DONNA AV	69TH ST	9	EASTERN AREA	Residential	2500	275	36	9912
SS-013022-PV1	HARRISON AV	AMHERST ST	EL CAJON BL	9	EASTERN AREA	Collector	2450	392	40	15683
SS-013120-PV1	HARTFORD ST	MILTON ST	JELLETT ST	2	CLAIREMONT MESA	Residential	2500	1306	20	26111
SS-013119-PV1	HARTFORD ST	JELLETT ST	INGULF ST	2	CLAIREMONT MESA	Residential	2500	441	36	15873
SS-013118-PV1	HARTFORD ST	INGULF ST	HUXLEY ST	2	CLAIREMONT MESA	Residential	2500	427	36	15386
SS-013241-PV1	HAWTHORN ST	32ND ST	MARLTON DR	3	GREATER GOLDEN HILL	Residential	2500	101	36	3639
SS-013240-PV1	HAWTHORN ST	31ST ST	32ND ST	3	GREATER GOLDEN HILL	Residential	2500	649	52	38753
SS-013373-PV1	HEINMAN AV	THORN ST	UPAS ST	3	GREATER NORTH PARK	Residential	2500	645	39	25156
SS-013572-PV1	HILLSBORO ST	GLENROY ST	UNNA PL	7	NAVAJO	Residential	2500	1371	36	49356
SS-013698-PV1	HONEY DR	KNOIT ST	DYLAN ST	4	SKYLINE-PARADISE HILLS	Residential	2500	286	40	11450
SS-013697-PV1	HONEY DR	KNOIT ST	DOCK CT	4	SKYLINE-PARADISE HILLS	Residential	2500	327	40	13069
SS-013696-PV1	HONEY DR	ALCONA ST	DOCK CT	4	SKYLINE-PARADISE HILLS	Residential	2500	727	40	29038
SS-013993-PV1	ILION ST	GARDENA AV	ORTEN ST	2	CLAIREMONT MESA	Prime	3560	1928	40	77108
SS-013991-PV1	ILION ST	ORTEN ST	MILTON ST	2	CLAIREMONT MESA	Prime	16000	221	40	6859
SS-014188-PV1	INVERNESS DR	PRESTWICK DR	DUNAWAY DR	1	LA JOLLA	Residential	2500	1541	36	55463
SS-014260-PV1	IRWIN AV	LEWISON AV	GLENROY ST	7	NAVAJO	Residential	2500	1058	40	42320
SS-014396-PV1	J ST	GAVIN ST	END	9	SOUTHEASTERN SAN DIEGO	Residential	2500	129	40	5160
SS-014395-PV1	J ST	CARLOS ST	GAVIN ST	9	SOUTHEASTERN SAN DIEGO	Residential	2500	265	40	10620
SS-014394-PV1	J ST	43RD ST	CARLOS ST	9	SOUTHEASTERN SAN DIEGO	Residential	2500	265	40	10620
SS-030241-PV1	JAMACHA RD	PIDGEM ST	LOBRICO CT	4	SKYLINE-PARADISE HILLS	Residential	2500	1102	40	44060
SS-030240-PV1	JAMACHA RD	LOBRICO CT	PORTER ST	4	SKYLINE-PARADISE HILLS	Residential	16000	324	30	9714
SS-030239-PV1	JAMACHA RD	PORTER ST	PONS ST	4	SKYLINE-PARADISE HILLS	Residential	2500	245	40	9800
SS-030238-PV1	JAMACHA RD	PONS ST	CADMAN ST	4	SKYLINE-PARADISE HILLS	Residential	2500	252	40	10080
SS-014496-PV1	JAMACHA RD	CADMAN ST	TIBBETT ST	4	SKYLINE-PARADISE HILLS	Residential	2500	247	40	9880
SS-014485-PV1	JAMACHA RD	TIBBETT ST	USBON ST	4	SKYLINE-PARADISE HILLS	Residential	2500	687	40	27480
SS-014686-PV1	JOSHUA PL	DAVES WY	DEBYANN PL	8	OTAY MESA-NESTOR	Residential	2500	216	36	7776
SS-014685-PV1	JOSHUA PL	COLDWELL LN	DAVES WY	8	OTAY MESA-NESTOR	Residential	2500	249	36	8954
SS-014736-PV1	JULIAN AV	SICARD ST	MARCY AV	8	SOUTHEASTERN SAN DIEGO	Residential	2500	532	52	27637
SS-014730-PV1	JULIAN AV	S 21ST ST	BEARDSLEY ST	8	SOUTHEASTERN SAN DIEGO	Residential	2500	201	52	10459
SS-014768-PV1	JUNI PER ST	33RD ST	FELTON ST	3	GREATER NORTH PARK	Collector	16000	276	52	14328
SS-014767-PV1	JUNI PER ST	BANCROFT ST	33RD ST	3	GREATER NORTH PARK	Collector	16000	279	52	14509
SS-014782-PV1	JUNI PER ST	SUMAC DR	MODESTO ST	9	CITY HEIGHTS	Residential	2500	471	36	16948
SS-014880-PV1	KALMIA ST	32ND ST	BANCROFT ST	3	GREATER NORTH PARK	Residential	2500	282	52	14640
SS-014863-PV1	KALMIA ST	BANCROFT ST	33RD ST	3	GREATER NORTH PARK	Residential	2500	274	46	12606
SS-014907-PV1	KANSAS ST	ADAMS AV	SUNCREST DR	3	GREATER NORTH PARK	Residential	2500	331	52	17213
SS-014905-PV1	KANSAS ST	SUNCREST DR	COLLIER AV	3	GREATER NORTH PARK	Residential	2500	347	52	18044
SS-014905-PV1	KANSAS ST	COLLIER AV	COPLEY AV	3	GREATER NORTH PARK	Residential	2500	334	52	17357
SS-014948-PV1	KEARNEY AV	CESAR E CHAVEZ PY	DEWEY ST	8	SOUTHEASTERN SAN DIEGO	Residential	2500	656	22	14431
SS-014943-PV1	KEARNEY AV	KEARNY AV	KEARNY AV	8	SOUTHEASTERN SAN DIEGO	Residential	2500	656	32	21007
SS-014942-PV1	KEARNEY AV	KEARNY AV	KEARNY AV	8	SOUTHEASTERN SAN DIEGO	Residential	2500	666	32	21302
SS-014941-PV1	KEARNEY AV	DEWEY ST	KEARNY AV	8	SOUTHEASTERN SAN DIEGO	Residential	2500	663	32	21207
SS-014940-PV1	KEARNEY AV	BEARDSLEY ST	CESAR E CHAVEZ PY	8	SOUTHEASTERN SAN DIEGO	Residential	4630	663	32	21228
SS-015037-PV1	KEISHA CV	KEISHA TR	END	6	MIRA MESA	Residential	2500	642	30	19260
SS-015035-PV1	KEISHA TR	BEGIN	CAM MIRANDA	6	MIRA MESA	Residential	2500	297	30	8904
SS-015038-PV1	KEISHA TR	CAM MIRANDA	KEISHA CV	6	MIRA MESA	Residential	2500	170	30	5111
SS-015757-PV1	LAKE ALAMOR AV	BLUE LAKE DR	LAKE MURRAY (SE FTG) BL	7	NAVAJO	Residential	2500	762	36	27450
SS-015827-PV1	LAKE CATUGA DR	COWLES MTN BL	LAKE KATHLEEN AV	7	NAVAJO	Residential	2500	1080	36	38157
SS-015826-PV1	LAKE CATUGA DR	LAKE KATHLEEN AV	LAKE BADIN AV	7	NAVAJO	Residential	2500	262	36	9421
SS-015983-PV1	LAMONT ST	OLIVER AV	REED AV	1	PACIFIC BEACH	Prime	16000	347	40	13883
SS-015992-PV1	LAMONT ST	REED AV	THOMAS AV	1	PACIFIC BEACH	Prime	16000	355	40	14203
SS-015914-PV1	LAMONT ST	PACIFIC BEACH DR	OLIVER AV	1	PACIFIC BEACH	Prime	16000	318	40	12738
SS-016046-PV1	LANTANA DR	SULCLIE AV	DWIGHT ST	9	CITY HEIGHTS	Residential	2500	1351	30	40544
SS-016390-PV1	LES FLUERS TR	BEGIN	RUE DES AMIS	1	SCRIPPS MIRAMAR RANCH	Residential	2500	115	32	3632
SS-016342-PV1	LEWISON AV	IRWIN AV	NAVAJO	7	NAVAJO	Residential	2500	745	36	26820
SS-030367-PV1	LINDA ROSA AV	LA JOLLA MESA DR	MIDWAY ST	1	LA JOLLA	Prime	16000	607	36	21843
SS-030266-PV1	LINDA ROSA AV	MIDWAY ST	FORWARD ST	1	LA JOLLA	Prime	2940	655	36	23573
SS-016831-PV1	LOBRICO CT	JAMACHA RD	END	4	SKYLINE-PARADISE HILLS	Residential	2500	181	30	5430
SS-016715-PV1	LOGAN AV	S 17TH ST	SIGSBEE ST	8	BARRIO LOGAN	Major	17000	365	52	18980
SS-016335-PV1	LOUISIANA ST	UPAS ST	MYRTLE AV	3	GREATER NORTH PARK	Residential	2500	352	40	14081
SS-016334-PV1	LOUISIANA ST	MYRTLE AV	DWIGHT ST	3	GREATER NORTH PARK	Residential	2500	661	40	26442
SS-016333-PV1	LOUISIANA ST	DWIGHT ST	LANDIS ST	3	GREATER NORTH PARK	Residential	2500	660	40	26402
SS-017138-PV1	MADISON AV	NORTH AV	PARK BL	3	UPTOWN	Collector	3500	395	52	20540
SS-017137-PV1	MADISON AV	CAMPUS AV	NORTH AV	3	UPTOWN	Collector	16000	389	52	20228
SS-017136-PV1	MADISON AV	CLEVELAND AV	CAMPUS AV	3	UPTOWN	Collector	16000	379	52	19708
SS-017135-PV1	MADISON AV	MARYLAND ST	CLEVELAND AV	3	UPTOWN	Collector	2500	380	52	19760

**Attachment A**  
**Citywide Crack Seal Street List**

PAVEMENT ID	Street	Cross Street 1	Cross Street 2	Council District	Community	Functional Classification	ADT	Length (LF)	Width (LF)	Area (SF)
SS-017134-PV1	MADISON AV	DELAWARE ST	MARYLAND ST	3	UPTOWN	Collector	2500	372	52	19344
SS-017133-PV1	MADISON AV	NEW YORK ST	DELAWARE ST	3	UPTOWN	Collector	2500	368	52	19137
SS-017132-PV1	MADISON AV	RHODE ISLAND ST	NEW YORK ST	3	UPTOWN	Collector	2500	349	52	18147
SS-017131-PV1	MADISON AV	MASSACHUSETTS ST	RHODE ISLAND ST	3	UPTOWN	Collector	2500	318	52	16536
SS-017130-PV1	MADISON AV	NEW HAMPSHIRE ST	MASSACHUSETTS ST	3	UPTOWN	Collector	2500	261	52	13572
SS-017123-PV1	MADISON AV	CAMITO FUENTE	NEW HAMPSHIRE ST	3	UPTOWN	Collector	2500	578	52	80073
SS-017106-PV1	MADISON AV	RHODE ISLAND ST	RHODE ISLAND ST	3	UPTOWN	Collector	2500	49	52	2549
SS-017105-PV1	MADISON AV	MASSACHUSETTS ST	MASSACHUSETTS ST	3	UPTOWN	Collector	2500	64	52	3328
SS-017157-PV1	MADISON AV	34TH ST	HAWLEY BL	3	NORMAL HEIGHTS	Residential	2500	359	36	12926
SS-017156-PV1	MADISON AV	FELTON ST	34TH ST	3	NORMAL HEIGHTS	Residential	2500	342	36	12313
SS-030271-PV1	MAGNUS WY	WYSTONE DR	WYCONDA WY	4	ENCANTO	Residential	2500	249	40	9941
SS-030270-PV1	MAGNUS WY	PRIVADO PL	WYSTONE DR	4	ENCANTO	Residential	2500	773	40	30900
SS-030269-PV1	MAGNUS WY	S 47TH ST	PRIVADO PL	4	ENCANTO	Residential	2500	784	40	31374
SS-017443-PV1	MAR AV	MASSENA ST	COUNTRY CLUB DR	1	LA JOLLA	Residential	2500	985	25	24633
SS-017445-PV1	MARCY AV	S 29TH ST	S 30TH ST	8	SOUTHEASTERN SAN DIEGO	Residential	2500	668	40	26720
SS-017449-PV1	MARCY AV	KEARNY AV	S 27TH ST	8	SOUTHEASTERN SAN DIEGO	Residential	2500	198	40	7924
SS-017442-PV1	MARCY AV	S 27TH ST	JULIAN AV	8	SOUTHEASTERN SAN DIEGO	Residential	2500	371	40	14840
SS-017601-PV1	MARKET ST	42ND ST	TOYNE ST	9	SOUTHEASTERN SAN DIEGO	Collector	17000	289	64	18496
SS-017667-PV1	MARLTON DR	HAWTHORN ST	33RD ST	3	GREATER NORTH PARK	Residential	2500	574	25	14354
SS-017692-PV1	MARTIN AV	S 31ST ST	S 32ND ST	8	SOUTHEASTERN SAN DIEGO	Residential	2500	660	40	26400
SS-017752-PV1	MASSENA ST	MAR AV	PEPIA WY	1	LA JOLLA	Residential	2500	185	28	5180
SS-018065-PV1	MENLO AV	POIK AV	ORANGE AV	9	CITY HEIGHTS	Residential	2500	632	36	22755
SS-018061-PV1	MENLO AV	DWIGHT ST	LANDIS ST	9	CITY HEIGHTS	Residential	2500	698	30	20940
SS-018207-PV1	METROPOLITAN DR	MISSION VALLEY RD	MURRAY CANYON RD	7	MISSION VALLEY	Prime	2500	689	50	34431
SS-018206-PV1	METROPOLITAN DR	MURRAY CANYON RD	MISSION VALLEY RD	7	MISSION VALLEY	Prime	3800	575	64	36775
SS-018225-PV1	MICHAEL ST	BEGIN	TIE ST	4	EASTERN AREA	Residential	2500	229	36	8244
SS-018224-PV1	MICHAEL ST	TIE ST	60TH ST	4	EASTERN AREA	Residential	2500	397	36	14293
SS-018331-PV1	MILTON ST	MILTON CT	AUGUST ST	2	CLAIREMONT MESA	Prime	16000	339	40	13570
SS-018330-PV1	MILTON ST	FAIRFIELD ST	MILTON CT	2	CLAIREMONT MESA	Prime	16000	238	40	9523
SS-018329-PV1	MILTON ST	TOKALON ST	FAIRFIELD ST	2	CLAIREMONT MESA	Prime	16000	265	40	10603
SS-018328-PV1	MILTON ST	PENROSE ST	TOKALON ST	2	CLAIREMONT MESA	Prime	16000	260	40	10404
SS-031450-PV1	MIRATECH DR	SUMMERS RIDGE RD	CAM SANTA FE	6	MIRA MESA	Major	17000	620	74	45913
SS-018607-PV1	MISSION HEIGHTS RD	MURRAY CANYON RD	END	7	MISSION VALLEY	Residential	2500	440	50	22000
SS-018628-PV1	MISSION VALLEY RD	METROPOLITAN DR	METROPOLITAN DR	7	MISSION VALLEY	Prime	2500	2441	50	122072
SS-018622-PV1	MISSION VALLEY RD	METROPOLITAN DR	MISSION CENTER DR	7	MISSION VALLEY	Major	6210	716	78	55850
SS-018650-PV1	MISSISSIPPI ST	UPAS ST	MYRTLE AV	3	GREATER NORTH PARK	Residential	2500	347	40	13881
SS-018649-PV1	MISSISSIPPI ST	UPAS ST	MYRTLE AV	3	GREATER NORTH PARK	Residential	2500	860	40	26402
SS-018701-PV1	MODESTO ST	JUNIPER ST	SUMAC DR	9	CITY HEIGHTS	Residential	2500	688	36	24766
SS-018790-PV1	MONROE AV	ARCH ST	MARYLAND ST	3	UPTOWN	Residential	2500	373	40	14925
SS-018785-PV1	MONROE AV	NORTH AV	PARK BL	3	UPTOWN	Residential	2500	391	52	20332
SS-018784-PV1	MONROE AV	CAMPUS AV	NORTH AV	3	UPTOWN	Residential	2500	386	52	20072
SS-018783-PV1	MONROE AV	CLEVELAND AV	CAMPUS AV	3	UPTOWN	Residential	2500	381	52	19813
SS-018782-PV1	MONROE AV	MARYLAND ST	CLEVELAND AV	3	UPTOWN	Residential	2500	380	52	19787
SS-030276-PV1	MONROE AV	HIGHLAND AV	45TH ST	9	KENSINGTON-TALMADGE	Collector	2500	241	30	7331
SS-018780-PV1	MONROE AV	ALDINE DR	47TH ST	9	KENSINGTON-TALMADGE	Collector	20490	200	30	6000
SS-018775-PV1	MONROE AV	MAX DR	ALDINE DR	9	KENSINGTON-TALMADGE	Collector	2500	245	30	7348
SS-018773-PV1	MONROE AV	47TH ST	EUCUID AV	9	KENSINGTON-TALMADGE	Collector	2500	258	30	7750
SS-018769-PV1	MONROE AV	ESTRELLA AV	49TH ST	9	KENSINGTON-TALMADGE	Collector	16000	328	40	13121
SS-018768-PV1	MONROE AV	48TH ST	ESTRELLA AV	9	KENSINGTON-TALMADGE	Collector	16000	302	40	12081
SS-018767-PV1	MONROE AV	EUCUID AV	48TH ST	9	KENSINGTON-TALMADGE	Collector	9120	325	40	13049
SS-018846-PV1	MONTE VERDE DR	TUXEDO RD	ROWENA ST	7	NAVAJO	Residential	2500	2281	40	91240
SS-018845-PV1	MONTE VERDE DR	ROWENA ST	MELOTT ST	7	NAVAJO	Residential	2500	317	40	12662
SS-018918-PV1	MONTEZUMA RD	54TH ST	55TH ST	9	COLLEGE AREA	Major	25970	1015	32	32476
SS-018907-PV1	MONTEZUMA RD	MONTEZUMA PL	COLLEGE AV	9	COLLEGE AREA	Major	17000	174	52	9045
SS-018906-PV1	MONTEZUMA RD	CAMPANILE DR	MONTEZUMA PL	9	COLLEGE AREA	Major	23980	467	52	24287
SS-018905-PV1	MONTEZUMA RD	55TH ST	CAMPANILE DR	9	COLLEGE AREA	Major	17000	1333	73	97309
SS-018998-PV1	MORAN WY	ADOLPHIA ST	END	5	RANCHO PENASQUITOS	Residential	2500	270	30	8101
SS-019109-PV1	MORRELL ST	PACIFIC BEACH DR	OLIVER AV	1	PACIFIC BEACH	Residential	2500	317	40	12670
SS-019108-PV1	MORRELL ST	OLIVER AV	REED AV	1	PACIFIC BEACH	Residential	2500	350	40	13999
SS-019107-PV1	MORRELL ST	REED AV	THOMAS AV	1	PACIFIC BEACH	Residential	2500	353	40	14126
SS-019106-PV1	MORRELL ST	THOMAS AV	GRAND AV	1	PACIFIC BEACH	Residential	2500	371	40	14843
SS-019462-PV1	MUIR AV	FROUDE ST	EBERS ST	2	OCEAN BEACH	Local	2500	667	30	20010
SS-019461-PV1	MUIR AV	EBERS ST	SUNSET CLIFFS BL	2	OCEAN BEACH	Local	2500	653	30	19578
SS-019460-PV1	MUIR AV	SUNSET CLIFFS BL	CABLE ST	2	OCEAN BEACH	Local	2500	655	30	19662
SS-019459-PV1	MUIR AV	CABLE ST	BACON ST	2	OCEAN BEACH	Local	2500	663	30	19902
SS-019458-PV1	MUIR AV	BACON ST	ABBOTT ST	2	OCEAN BEACH	Local	2500	659	30	19770
SS-019457-PV1	MUIR AV	ABBOTT ST	WEST POINT LOMA BL	2	OCEAN BEACH	Local	2500	355	30	16662
SS-019464-PV1	MUIR AV	BEGIN	VENICE ST	2	PENINSULA	Residential	2500	165	28	4620
SS-019463-PV1	MUIR AV	GUIZOT ST	FROUDE ST	2	PENINSULA	Residential	2500	643	30	19292
SS-019510-PV1	MURRAY CANYON RD	FRAZEE RD	MISSION HEIGHTS RD	7	MISSION VALLEY	Major	7560	797	62	49438
SS-019509-PV1	MURRAY CANYON RD	MISSION HEIGHTS RD	METROPOLITAN DR	7	MISSION VALLEY	Major	2500	434	60	26039
SS-019570-PV1	MYRTLE AV	PERSHING AV	29TH ST	3	GREATER NORTH PARK	Residential	2500	313	40	12520
SS-019569-PV1	MYRTLE AV	VILLA TR	PERSHING AV	3	GREATER NORTH PARK	Residential	2500	335	40	13400
SS-019568-PV1	MYRTLE AV	ARNOLD AV	VILLA TR	3	GREATER NORTH PARK	Residential	2500	326	40	13040
SS-019559-PV1	MYRTLE AV	TRIAS ST	ARCONA ST	3	GREATER NORTH PARK	Residential	2500	343	40	13711
SS-019558-PV1	MYRTLE AV	LOUISIANA ST	TEXAS ST	3	GREATER NORTH PARK	Residential	2500	334	40	13361
SS-019557-PV1	MYRTLE AV	MISSISSIPPI ST	LOUISIANA ST	3	GREATER NORTH PARK	Residential	2500	332	40	13361
SS-019556-PV1	MYRTLE AV	UTAH ST	GRANADA AV	3	GREATER NORTH PARK	Residential	2500	281	52	14513
SS-019555-PV1	MYRTLE AV	28TH ST	UTAH ST	3	GREATER NORTH PARK	Residential	2500	252	52	13105
SS-019550-PV1	MYRTLE AV	PARK VILLA DR	ARNOLD AV	3	GREATER NORTH PARK	Residential	2500	171	40	6840
SS-019685-PV1	NATIONAL AV	S 26TH ST	S 27TH ST	8	BARRIO LOGAN	Major	8870	662	52	34424
SS-019826-PV1	NEW YORK ST	BEGIN	MADISON AV	3	UPTOWN	Residential	2500	283	40	11306
SS-019825-PV1	NEW YORK ST	MADISON AV	GOLDEN GATE DR	3	UPTOWN	Residential	2500	142	40	5699
SS-019852-PV1	NEWPORT AV	BACON ST	ABBOTT ST	2	OCEAN BEACH	Major	17000	593	52	30847
SS-019847-PV1	NEWPORT AV	FROUDE ST	EBERS ST	2	OCEAN BEACH	Residential	2500	658	40	26304
SS-019846-PV1	NEWPORT AV	EBERS ST	SUNSET CLIFFS BL	2	OCEAN BEACH	Residential	2500	660	40	26384
SS-019845-PV1	NEWPORT AV	SUNSET CLIFFS BL	CABLE ST	2	OCEAN BEACH	Major	17000	656	52	34123
SS-019844-PV1	NEWPORT AV	CABLE ST	BACON ST	2	OCEAN BEACH	Major	7560	663	52	34456
SS-019848-PV1	NEWPORT AV	GUIZOT ST	FROUDE ST	2	PENINSULA	Residential	2500	655	40	26216
SS-019868-PV1	NEWTON AV	S 26TH ST	S 27TH ST	8	BARRIO LOGAN	Residential	2500	656	60	39360
SS-019911-PV1	NILE ST	LANDIS ST	END	3	GREATER NORTH PARK	Residential	2500	479	34	16287
SS-019920-PV1	NILE WY	OLAMAR WY	WESTBROOK AV	4	SKYLINE-PARADISE HILLS	Residential	2500	953	32	30506
SS-019970-PV1	NOBEL DR	SHORELINE DR	JUDICIAL DR	6	UNIVERSITY	Major	10000	1566	78	122145
SS-020038-PV1	NORSTAD ST	PLUMBAGO LN	AREY DR	8	OTAY MESA-NESTOR	Collector	2500	363	40	14520
SS-020037-PV1	NORSTAD ST	SCHIRRA ST	PLUMBAGO LN	8	OTAY MESA-NESTOR	Collector	2500	288	40	11506
SS-020036-PV1	NORSTAD ST	SCHIRRA ST	SCHIRRA ST	8	OTAY MESA-NESTOR	Collector	2500	148	40	5921
SS-020035-PV1	NORSTAD ST	ALASKA ST	SCHIRRA ST	8	OTAY MESA-NESTOR	Collector	2500	252	40	10080
SS-020034-PV1	NORSTAD ST	GOODBODY ST	ALASKA ST	8	OTAY MESA-NESTOR	Collector	2500	248	40	9920
SS-020033-PV1	NORSTAD ST	GOODBODY ST	GOODBODY ST	8	OTAY MESA-NESTOR	Collector	2500	545	40	21808
SS-020227-PV1	OKBEND DR	BEGIN	EASTGLEN ST	5	SCRIPPS MIRAMAR RANCH	Residential	2500	189	40	7552
SS-020226-PV1	OKBEND DR	EASTGLEN ST	REDCLIFF CT	5	SCRIPPS MIRAMAR RANCH	Residential	2500	1954	40	78165
SS-020225-PV1	OKBEND DR	REDCLIFF CT	SEMILLON BL	5	SCRIPPS MIRAMAR RANCH	Residential	2500	184	40	7348
SS-020382-PV1	OHIO ST	EL CAJON BL	MEADE AV	3	GREATER NORTH PARK	Residential	2500	720	40	28800
SS-020379-PV1	OHIO ST	MEADE AV	MONROE AV	3	GREATER NORTH PARK	Residential	2500	679	40	27160
SS-020378-PV1	OHIO ST	MONROE AV	WALTON PL	3	GREATER NORTH PARK	Residential	2500	265	40	10600
SS-020501-PV1	OLIVET ST	CARRILLO AV	IVANHOE EAST AV	1	LA JOLLA	Residential	2500	560	30	16807
SS-020500-PV1	OLIVET ST	IVANHOE EAST AV	COUNTRY CLUB DR	1	LA JOLLA	Residential	2500	576	80	17286
SS-020676-PV1	OREGON ST	EL CAJON BL	MEADE AV	3	GREATER NORTH PARK	Collector	2500	716	52	37233
SS-020672-PV1	OREGON ST	MEADE AV	MONROE AV	3	GREATER NORTH PARK	Collector	2500	690	52	35361
SS-020671-PV1	OREGON ST	MONROE AV	MADISON AV	3	GREATER NORTH PARK	Residential	2500	679	52	35809
SS-020670-PV1	OREGON ST	MADISON AV	ADAMS AV	3	GREATER NORTH PARK	Residential	2500	681	52	35413

**Attachment A**  
**Citywide Crack Seal Street List**

Payment ID	Street	Cross Street 1	Cross Street 2	Council District	Community	Functional Classification	ADT	Length (ft)	Width (ft)	Area (sq ft)
SS-020721-PV1	ORTEN ST	FRANKFORT ST	GALVESTON ST	2	CLAIREMONT MESA	Residential	2500	386	40	15445
SS-020720-PV1	ORTEN ST	MAGDALENE WY	MAGDALENE WY	2	CLAIREMONT MESA	Residential	2500	244	36	8770
SS-020719-PV1	ORTEN ST	MAGDALENE WY	ILLION ST	2	CLAIREMONT MESA	Residential	2500	814	36	29300
SS-020761-PV1	OTAY MESA CENTER RD	OTAY MESA RD	ST ANDREWS AV	8	OTAY MESA	Residential	2500	722	64	46212
SS-020776-PV1	OTAY MESA RD	GAILES BL	AJISA CT	8	OTAY MESA	Collector	15000	1311	105	137680
SS-020767-PV1	OTAY MESA RD	BRITANNIA BL	GAILES BL	8	OTAY MESA	Collector	15000	1334	102	136043
SS-020892-PV1	PACIFIC HEIGHTS BL	MIRA MESA BL	PACIFIC MESA BL	6	MIRA MESA	Major	17000	766	78	59768
SS-020891-PV1	PACIFIC HEIGHTS BL	PACIFIC MESA BL	BARNES CANYON RD	6	MIRA MESA	Major	17000	596	78	45460
SS-020890-PV1	PACIFIC HEIGHTS BL	BARNES CANYON RD	PACIFIC CENTER BL	6	MIRA MESA	Major	17000	1094	78	85366
SS-020981-PV1	PAGE ST	THORN ST	DWIGHT ST	4	EASTERN AREA	Residential	2500	455	36	16366
SS-021001-PV1	PALAWAN WY	TERRA COTTA RD	S SIENA ST	4	SKYLINE-PARADISE HILLS	Residential	2500	642	36	23128
SS-021006-PV1	PALERO RD	ROCA DR	GABARDA RD	5	RANCHO BERNARDO	Residential	2500	580	36	20882
SS-021072-PV1	PALM ST	BANCROFT ST	33RD ST	3	GREATER NORTH PARK	Collector	2500	304	40	12161
SS-021071-PV1	PALM ST	32ND ST	BANCROFT ST	3	GREATER NORTH PARK	Collector	2500	300	40	12001
SS-021070-PV1	PALM ST	BEGIN	32ND ST	3	GREATER NORTH PARK	Residential	2500	320	24	7683
SS-021068-PV1	PALM ST	29TH ST	DALE ST	3	GREATER NORTH PARK	Residential	2500	826	40	19025
SS-021067-PV1	PALM ST	GRANADA AV	29TH ST	3	GREATER NORTH PARK	Residential	2500	928	40	13120
SS-021066-PV1	PALM ST	28TH ST	GRANADA AV	3	GREATER NORTH PARK	Residential	2500	343	40	18720
SS-021059-PV1	PALM ST	DALE ST	LILAC PA	3	GREATER NORTH PARK	Residential	2500	152	40	6080
SS-021251-PV1	PARKBROOK LN	PARKBROOK ST	END	4	SKYLINE-PARADISE HILLS	Residential	2500	989	36	35622
SS-021253-PV1	PARKBROOK PL	PARKBROOK ST	END	4	SKYLINE-PARADISE HILLS	Residential	2500	265	30	7554
SS-021262-PV1	PARKCREEK CT	BEGIN	PARKBROOK ST	4	SKYLINE-PARADISE HILLS	Residential	2500	424	30	12721
SS-021621-PV1	PENROSE ST	MILTON ST	DUNHAYEN ST	2	CLAIREMONT MESA	Residential	2500	783	30	23486
SS-021681-PV1	PEPITA WY	MASSENA ST	COUNTRY CLUB DR	1	LA JOLLA	Residential	2500	853	30	23594
SS-021688-PV1	PERSHING AV	UPAS ST	MYRTLE AV	3	GREATER NORTH PARK	Residential	2500	431	37	15948
SS-021667-PV1	PERSHING AV	MYRTLE AV	DWIGHT ST	3	GREATER NORTH PARK	Residential	2500	660	37	24422
SS-021666-PV1	PERSHING AV	DWIGHT ST	LANDS ST	3	GREATER NORTH PARK	Residential	2500	657	37	24810
SS-021665-PV1	PERSHING AV	LANDS ST	WIGHTMAN ST	3	GREATER NORTH PARK	Residential	2500	664	37	24569
SS-021664-PV1	PERSHING AV	WIGHTMAN ST	UNIVERSITY AV	3	GREATER NORTH PARK	Residential	2500	318	37	11766
SS-021689-PV1	PESCADERO AV	SAVOY CR	SANTA BARBARA ST	2	PENINSULA	Residential	2500	571	36	20542
SS-021688-PV1	PESCADERO AV	SANTA BARBARA ST	GULZOT ST	2	PENINSULA	Residential	2500	560	40	26392
SS-021687-PV1	PESCADERO AV	GULZOT ST	PROUDE ST	2	PENINSULA	Residential	2500	558	40	26313
SS-020289-PV1	PIPLO ST	ADOLPHIA ST	BROME WY	5	RANCHO PENASQUITOS	Residential	10000	1861	36	67002
SS-020288-PV1	PIPLO ST	BROME WY	PIPLO CT	5	RANCHO PENASQUITOS	Residential	10000	453	36	16298
SS-020287-PV1	PIPLO ST	PIPLO CT	SALMON RIVER RD	5	RANCHO PENASQUITOS	Residential	10000	1519	36	54694
SS-021992-PV1	PLUMBAGO LN	SAUGERTIES AV	NORSTAD ST	8	OTAY MESA-NESTOR	Local	2500	955	36	34380
SS-021991-PV1	PLUMBAGO LN	CHURRITUCK DR	SAUGERTIES AV	8	OTAY MESA-NESTOR	Local	2500	270	36	9770
SS-022156-PV1	POIK AV	MENLO AV	47TH ST	9	CITY HEIGHTS	Residential	2500	329	40	13165
SS-022155-PV1	POIK AV	46TH ST	MENLO AV	9	CITY HEIGHTS	Residential	2500	332	27	8955
SS-022154-PV1	POIK AV	CHAMOUNE AV	46TH ST	9	CITY HEIGHTS	Residential	2500	331	27	8988
SS-022153-PV1	POIK AV	45TH ST	CHAMOUNE AV	9	CITY HEIGHTS	Residential	2500	328	27	8887
SS-022152-PV1	POIK AV	HIGHLAND AV	45TH ST	9	CITY HEIGHTS	Residential	2500	334	27	9019
SS-022151-PV1	POIK AV	44TH ST	HIGHLAND AV	9	CITY HEIGHTS	Residential	2500	334	27	9019
SS-022150-PV1	POIK AV	FAIRMOUNT AV	44TH ST	9	CITY HEIGHTS	Residential	2500	325	27	8776
SS-022149-PV1	POIK AV	43RD ST	FAIRMOUNT AV	9	CITY HEIGHTS	Residential	2500	338	27	9127
SS-022403-PV1	PRODUCTION AV	MIRAMAR RD	CARROLL RD	6	MIRA MESA	Prime	4890	2633	50	131637
SS-022421-PV1	PROSPECT PL	BEGIN	OLIVET LN	1	LA JOLLA	Residential	2500	164	39	6402
SS-022420-PV1	PROSPECT PL	OLIVET LN	VIRGINIA WY	1	LA JOLLA	Residential	2500	187	39	7284
SS-022419-PV1	PROSPECT PL	VIRGINIA WY	BLUEBIRD LN	1	LA JOLLA	Residential	2500	187	52	9750
SS-022418-PV1	PROSPECT PL	BLUEBIRD LN	TORREY PINES RD	1	LA JOLLA	Residential	2500	189	52	9823
SS-022431-PV1	PROSPECT ST	IVANHOE AV	CAVE ST	1	LA JOLLA	Prime	16000	811	55	44600
SS-022430-PV1	PROSPECT ST	COAST BL	LA JOLLA BL	1	LA JOLLA	Residential	2500	848	53	44944
SS-022429-PV1	PROSPECT ST	LA JOLLA BL	CUVIER ST	1	LA JOLLA	Prime	16000	699	52	94267
SS-022428-PV1	PROSPECT ST	CUVIER ST	DRAPER AV	1	LA JOLLA	Prime	16000	570	52	29663
SS-022436-PV1	PROSPERITY LN	BEGIN	DEFIANCE WY	9	COLLEGE AREA	Local	2500	629	36	22649
SS-022435-PV1	PROSPERITY LN	DEFIANCE WY	FABER WY	9	COLLEGE AREA	Local	2500	630	36	22669
SS-022642-PV1	RAINIER AV	HOLABIRD ST	CRAWFORD ST	7	NAVAJO	Residential	2500	585	50	29253
SS-022641-PV1	RAINIER AV	MISSION GORGE RD	HOLABIRD ST	7	NAVAJO	Residential	2500	592	50	29603
SS-022640-PV1	RAINIER AV	RIVERDALE ST	MISSION GORGE RD	7	NAVAJO	Residential	2500	587	50	29353
SS-022698-PV1	RANCHO BERNARDO RD	CRESTA DR	ALONDRA DR	5	RANCHO BERNARDO	Major	9950	848	80	67840
SS-022697-PV1	RANCHO BERNARDO RD	POWERS RD	CRESTA DR	5	RANCHO BERNARDO	Major	9950	640	80	51200
SS-022696-PV1	RANCHO BERNARDO RD	ACENA DR	BERNARDO OAKS DR	5	RANCHO BERNARDO	Major	30310	1935	80	154800
SS-022695-PV1	RANCHO BERNARDO RD	BERNARDO CENTER DR	ACENA DR	5	RANCHO BERNARDO	Major	12750	1320	80	108600
SS-022694-PV1	RANCHO BERNARDO RD	ALONDRA DR	CITY BOUNDARY	5	RANCHO BERNARDO	Major	21100	772	80	61760
SS-022693-PV1	RANCHO BERNARDO RD	MEANDRO DR	POWERS RD	5	RANCHO BERNARDO	Major	27100	569	80	45520
SS-022692-PV1	RANCHO BERNARDO RD	BERNARDO OAKS DR	MEANDRO DR	5	RANCHO BERNARDO	Major	27100	792	80	63680
SS-022756-PV1	RAVEN RIDGE PT	BEGIN	CHEVY RIDGE CT	6	MIRA MESA	Residential	2500	170	36	6120
SS-022755-PV1	RAVEN RIDGE PT	CHEVY RIDGE CT	VETTA TR	6	MIRA MESA	Residential	2500	239	36	8604
SS-022754-PV1	RAVEN RIDGE PT	VETTA TR	FRAMES PORT PL	6	MIRA MESA	Residential	2500	231	36	8316
SS-022869-PV1	REDCLIFF CT	OAKBEND DR	END	5	SCRIPPS MIRAMAR RANCH	Residential	2500	286	32	9147
SS-023062-PV1	RED DR	RED PL	RED TR	4	SKYLINE-PARADISE HILLS	Major	11470	2025	65	131625
SS-023061-PV1	RED DR	RED TR	TONAWANDA DR	4	SKYLINE-PARADISE HILLS	Major	15000	268	70	18780
SS-023060-PV1	RED DR	BANBURY ST	RED PL	4	SKYLINE-PARADISE HILLS	Collector	17000	252	64	16105
SS-023059-PV1	RED DR	RANCHO HILLS DR	BANBURY ST	4	SKYLINE-PARADISE HILLS	Collector	15000	631	65	41015
SS-023064-PV1	RED PL	RED DR	END	4	SKYLINE-PARADISE HILLS	Residential	2500	293	30	8780
SS-023065-PV1	RED TR	RED DR	RED DR	4	SKYLINE-PARADISE HILLS	Residential	2500	440	34	14960
SS-023125-PV1	RHODE ISLAND ST	BEGIN	HOFFMAN ST	3	UPTOWN	Residential	2500	538	25	13443
SS-023124-PV1	RHODE ISLAND ST	HOFFMAN ST	MADISON AV	3	UPTOWN	Residential	2500	323	30	9690
SS-021237-PV1	RIVIERA SHORES ST	DEL SOL BL	RIVIERA SUMMIT RD	8	OTAY MESA	Residential	2500	1504	40	60150
SS-023598-PV1	ROSECRANS ST	QUALTROUGH ST	KONA WY	2	PENINSULA	Major	17000	1174	49	57507
SS-023589-PV1	ROSECRANS ST	BEGIN	KELLOGG ST	2	PENINSULA	Major	17000	272	49	13341
SS-023588-PV1	ROSECRANS ST	KELLOGG ST	LAWRENCE ST	2	PENINSULA	Major	10250	359	49	17567
SS-023587-PV1	ROSECRANS ST	LAWRENCE ST	MC CALL ST	2	PENINSULA	Major	17000	347	49	17008
SS-023586-PV1	ROSECRANS ST	MC CALL ST	NICHOLS ST	2	PENINSULA	Major	17000	351	49	17210
SS-023585-PV1	ROSECRANS ST	NICHOLS ST	OWEN ST	2	PENINSULA	Major	17000	346	49	16961
SS-023584-PV1	ROSECRANS ST	OWEN ST	END	2	PENINSULA	Major	17000	359	49	17278
SS-023583-PV1	ROSECRANS ST	BEGIN	QUALTROUGH ST	2	PENINSULA	Major	17000	363	50	18161
SS-023580-PV1	ROSECRANS ST	KONA WY	BESSEMER ST	2	PENINSULA	Major	17000	840	50	42002
SS-023579-PV1	ROSECRANS ST	BESSEMER ST	TALBOT ST	2	PENINSULA	Major	20080	655	50	82739
SS-023721-PV1	RUE DES AMIS	RUE DU NUAGE	LES FLEURS TR	5	SCRIPPS MIRAMAR RANCH	Residential	2500	250	36	9000
SS-023719-PV1	RUE DES AMIS	LES FLEURS TR	LES ARBRES PL	5	SCRIPPS MIRAMAR RANCH	Residential	2500	420	36	15129
SS-023718-PV1	RUE DES AMIS	LES ARBRES PL	EASTGLEN ST	5	SCRIPPS MIRAMAR RANCH	Residential	2500	383	36	13775
SS-023851-PV1	RUTGERS RD	MOONLIGHT LN	CALLE ALTURA	1	LA JOLLA	Local	2500	1075	19	20423
SS-023848-PV1	RUTGERS RD	CALLE ALTURA	BAHIA VISTA WY	1	LA JOLLA	Local	2500	346	40	13848
SS-023846-PV1	RUTGERS RD	BAHIA VISTA WY	VISTA CLARIDAD	1	LA JOLLA	Residential	2500	213	40	8570
SS-023930-PV1	S 16TH ST	NATIONAL AV	NEWTON AV	8	BARRIO LOGAN	Residential	2500	376	40	15042
SS-023929-PV1	S 16TH ST	LOGAN AV	NATIONAL AV	8	BARRIO LOGAN	Residential	2500	410	40	18418
SS-023928-PV1	S 16TH ST	16TH ST	LOGAN AV	8	CENTRE CITY	Major	2500	61	52	9189
SS-023921-PV1	S 17TH ST	17TH ST	LOGAN AV	8	BARRIO LOGAN	Residential	2500	291	52	15132
SS-023919-PV1	S 21ST ST	21ST ST	JULIAN AV	8	SOUTHEASTERN SAN DIEGO	Residential	2500	225	32	11700
SS-023918-PV1	S 27TH ST	MARCY AV	REARBY AV	8	SOUTHEASTERN SAN DIEGO	Residential	2500	162	40	6480
SS-023917-PV1	S 29TH ST	MARCY AV	LOGAN AV	8	SOUTHEASTERN SAN DIEGO	Residential	2500	214	40	8451
SS-023916-PV1	S 31ST ST	GREELY AV	LOGAN AV	8	SOUTHEASTERN SAN DIEGO	Residential	2500	382	40	15384
SS-023915-PV1	S 31ST ST	MARTIN AV	GREELY AV	8	SOUTHEASTERN SAN DIEGO	Residential	2500	380	40	15309
SS-023914-PV1	S 31ST ST	VALL AV	MARTIN AV	8	SOUTHEASTERN SAN DIEGO	Residential	2500	377	40	15081
SS-023913-PV1	S 31ST ST	OCEAN VIEW BL	VALL AV	8	SOUTHEASTERN SAN DIEGO	Residential	2500	382	40	15283
SS-023912-PV1	S 47TH ST	SOLOLA AV	MAGNUS WY	4	ENCANTO	Collector	17000	375	64	24001
SS-023911-PV1	S 47TH ST	LADNER ST	SOLOLA AV	4	ENCANTO	Collector	9620	634	64	40579
SS-023910-PV1	S 47TH ST	LOGAN AV	LADNER ST	4	ENCANTO	Major	17000	522	64	33410
SS-023909-PV1	S SIENA ST	TASMAN PL	SUMATRA LN	4	SKYLINE-PARADISE HILLS	Residential	2500	254	40	10140
SS-023908-PV1	S SIENA ST	PALAWAN WY	TASMAN PL	4	SKYLINE-PARADISE HILLS	Residential	2500	410	40	16390

**Attachment A**  
**Citywide Crack Seal Street List**

Pavement ID	Street Name	Cross Street 1	Cross Street 2	Council District	Community	Functional Classification	ADT	Length (L)	Width (W)	Area (SF)
SS-02965-PV1	S SIENA ST	ULTRAMARINE LN	PALAWAN WY	4	SKYLINE-PARADISE HILLS	Residential	2500	260	40	10418
SS-024248-PV1	SANTA BARBARA ST	NOVARA ST	TIVOLI ST	2	PENINSULA	Prime	18000	833	40	21336
SS-024247-PV1	SANTA BARBARA ST	TIVOLI ST	ADAIR ST	2	PENINSULA	Prime	16000	863	40	14520
SS-024245-PV1	SANTA BARBARA ST	PESCADERO AV	ORCHARD AV	2	PENINSULA	Prime	2500	380	40	15192
SS-024244-PV1	SANTA BARBARA ST	ORCHARD AV	DEL MAR AV	2	PENINSULA	Prime	1880	377	40	15096
SS-024243-PV1	SANTA BARBARA ST	DEL MAR AV	CORONADO AV	2	PENINSULA	Prime	2500	378	40	15128
SS-024242-PV1	SANTA BARBARA ST	CORONADO AV	SANTA CRUZ AV	2	PENINSULA	Prime	2500	378	40	15128
SS-024241-PV1	SANTA BARBARA ST	SANTA CRUZ AV	DEL MONTE AV	2	PENINSULA	Prime	2500	382	40	15272
SS-024240-PV1	SANTA BARBARA ST	ADAIR ST	POINT LOMA AV	2	PENINSULA	Prime	16000	146	40	5836
SS-024643-PV1	SEABROOK LN	CLAMAR WY	WESTBROOK AV	4	SKYLINE-PARADISE HILLS	Residential	2500	1087	32	34788
SS-024796-PV1	SERVANDO AV	BLUEHAVEN CT	DAIRY MART RD	3	TIJUANA RIVER VALLEY	Prime	2500	1042	40	41674
SS-024795-PV1	SERVANDO AV	VALENTINO ST	BLUEHAVEN CT	3	TIJUANA RIVER VALLEY	Prime	2500	436	40	17428
SS-024806-PV1	SHADEWOOD LN	CLAMAR WY	WESTBROOK AV	4	SKYLINE-PARADISE HILLS	Residential	2500	866	32	27727
SS-024873-PV1	SIEMPRE VIVA RD	ROLL DR	PASEO DE LAS AMERICA	8	OTAY MESA	Collector	10000	950	102	55100
SS-024872-PV1	SIEMPRE VIVA RD	MICHAEL FARADAY DR	ENRICO FERMI DR	8	OTAY MESA	Collector	10000	1281	102	130667
SS-024871-PV1	SIEMPRE VIVA RD	PASEO DE LAS AMERICA	MICHAEL FARADAY DR	8	OTAY MESA	Collector	4800	1220	40	48802
SS-025169-PV1	SOLEDAV AV	COUNTRY CLUB DR	COWRIE AV	1	LA JOLLA	Prime	2500	305	24	7316
SS-025191-PV1	SOLEDAV MTR RD	CORAL REEF AV	PACIFICA DR	1	LA JOLLA	Major	2500	1263	68	85874
SS-025190-PV1	SOLEDAV MTR RD	PACIFICA DR	PASEO MIRADA	1	LA JOLLA	Major	17000	688	68	46768
SS-025188-PV1	SOLEDAV MTR RD	SAGEBRUSH CT	LA JOLLA SCENIC S DR	1	LA JOLLA	Major	11380	3704	60	222216
SS-025193-PV1	SOLEDAV MTR RD	CROWN HILL RD	SOLEDAV RANCHO RD	1	PACIFIC BEACH	Major	10100	1285	75	96408
SS-025192-PV1	SOLEDAV MTR RD	EDGEWORTH RD	CORAL REEF AV	1	PACIFIC BEACH	Major	17000	886	75	66454
SS-025178-PV1	SOLEDAV MTR RD	SOLEDAV RANCHO RD	EDGEWORTH RD	1	PACIFIC BEACH	Major	17000	529	75	39700
SS-025256-PV1	SORRENTO VALLEY BL	VISTA DEL AGUA WY	INDIGO BLOSSOM LN	6	MIRA MESA	Major	10000	245	78	19134
SS-025255-PV1	SORRENTO VALLEY BL	JASMINE CREST LN	SUNNY MESA RD	6	MIRA MESA	Major	10000	1206	70	84386
SS-025254-PV1	SORRENTO VALLEY BL	LOPEZ RIDGE WY	WHISPERING HEIGHTS LN	6	MIRA MESA	Major	10000	419	70	29829
SS-025253-PV1	SORRENTO VALLEY BL	SEA MIST WY	SETTING SUN WY	6	MIRA MESA	Major	10000	346	70	24254
SS-025252-PV1	SORRENTO VALLEY BL	SETTING SUN WY	MOORLAND HEIGHTS WY	6	MIRA MESA	Major	10000	588	70	41129
SS-025251-PV1	SORRENTO VALLEY BL	MOORLAND HEIGHTS WY	VISTA DEL AGUA WY	6	MIRA MESA	Major	10000	803	78	23618
SS-025250-PV1	SORRENTO VALLEY BL	INDIGO BLOSSOM LN	JUNIPER PARK LN	6	MIRA MESA	Major	10000	659	78	51365
SS-025249-PV1	SORRENTO VALLEY BL	JUNIPER PARK LN	GLENSTONE WY	6	MIRA MESA	Major	10000	734	70	51353
SS-025248-PV1	SORRENTO VALLEY BL	GLENSTONE WY	GREENSHADE RD	6	MIRA MESA	Major	10000	402	74	29747
SS-025247-PV1	SORRENTO VALLEY BL	GREENSHADE RD	SHAW LOPEZ RD	6	MIRA MESA	Major	10000	539	70	37739
SS-025246-PV1	SORRENTO VALLEY BL	SHAW LOPEZ RD	PACIFIC HAVEN CT	6	MIRA MESA	Major	10000	203	70	14187
SS-025245-PV1	SORRENTO VALLEY BL	PACIFIC HAVEN CT	SEAPoint WY	6	MIRA MESA	Major	10000	439	70	30728
SS-025244-PV1	SORRENTO VALLEY BL	SEAPoint WY	JASMINE CREST LN	6	MIRA MESA	Major	10000	826	64	52893
SS-025243-PV1	SORRENTO VALLEY BL	SUNNY MESA RD	LOPEZ RIDGE WY	6	MIRA MESA	Major	17000	501	64	82094
SS-025242-PV1	SORRENTO VALLEY BL	WINDWARD RIDGE WY	CALLE CRISTOBAL	6	MIRA MESA	Major	15060	928	64	99398
SS-025241-PV1	SORRENTO VALLEY BL	WHISPERING HEIGHTS LN	WINDWARD RIDGE WY	6	MIRA MESA	Major	17000	640	64	40930
SS-025230-PV1	SOUTHCREEK AV	TOKALON ST	FARFIELD ST	2	CLAREMONT MESA	Residential	2500	398	30	11949
SS-025399-PV1	SPRING CANYON RD	SUNSET RIDGE DR	BLUE CYPRESS DR	5	MIRAMAR RANCH NORTH	Major	10000	905	80	72424
SS-025398-PV1	SPRING CANYON RD	SCRIPPS CREEK DR	LARABEE CT	5	MIRAMAR RANCH NORTH	Major	10000	1989	72	143272
SS-025388-PV1	SPRING CANYON RD	SCRIPPS RANCH BL	SCRIPPS CREEK DR	5	MIRAMAR RANCH NORTH	Major	10000	1173	72	84455
SS-025381-PV1	SPRING CANYON RD	BLUE CYPRESS DR	SEMLION BL	5	SCRIPPS MIRAMAR RANCH	Major	11190	297	80	23781
SS-025380-PV1	SPRING CANYON RD	SPRUCE RUN DR	SUNSET RIDGE DR	5	SCRIPPS MIRAMAR RANCH	Major	10000	512	80	40966
SS-025369-PV1	SPRING CANYON RD	LARABEE CT	SPRUCE RUN DR	5	SCRIPPS MIRAMAR RANCH	Major	10000	419	80	33512
SS-025411-PV1	SPRING OAK WY	GOODE ST	WESTBROOK AV	4	SKYLINE-PARADISE HILLS	Residential	2500	1119	32	35808
SS-025410-PV1	SPRING OAK WY	ALSACIA ST	GOODE ST	4	SKYLINE-PARADISE HILLS	Residential	2500	782	32	25032
SS-025473-PV1	ST ANDREWS AV	OTAY MESA CENTER RD	LA MEDIA RD	8	OTAY MESA	Residential	2500	1338	64	85640
SS-025469-PV1	ST ANDREWS AV	ST ANDREWS CV	GAILES BL	8	OTAY MESA	Residential	2500	810	50	40491
SS-025598-PV1	STEINBECK AV	ENDERS AV	BOVET WY	6	UNIVERSITY	Residential	2500	941	36	33858
SS-025597-PV1	STEINBECK AV	BOVET WY	TEASDALE AV	6	UNIVERSITY	Residential	2500	231	35	8310
SS-025775-PV1	SUMAC DR	JUNIPER ST	TUBEROSE ST	9	CITY HEIGHTS	Residential	2500	579	36	20628
SS-025773-PV1	SUMAC DR	TUBEROSE ST	MODESTO ST	9	CITY HEIGHTS	Collector	2500	213	36	7659
SS-025776-PV1	SUMATRA LN	TERRA COTTA RD	S SIENA ST	4	SKYLINE-PARADISE HILLS	Residential	2500	681	36	24532
SS-031449-PV1	SUMMERS RIDGE RD	CAM SANTA FE	MIRATECH DR	6	MIRA MESA	Major	17000	3000	50	149989
SS-026086-PV1	TAFI AV	MIDWAY ST	FORWARD ST	1	LA JOLLA	Local	2500	656	34	22314
SS-026188-PV1	TASMAN PL	BEGIN	S SIENA ST	4	SKYLINE-PARADISE HILLS	Residential	2500	404	30	12110
SS-026228-PV1	TEASDALE AV	ENDERS AV	ENDERS AV	6	UNIVERSITY	Residential	2500	953	35	34293
SS-026227-PV1	TEASDALE AV	ENDERS AV	FLOREY ST	6	UNIVERSITY	Residential	2500	259	35	9338
SS-026226-PV1	TEASDALE AV	FLOREY ST	END	6	UNIVERSITY	Residential	2500	368	40	14727
SS-026303-PV1	TERRA COTTA RD	SUMATRA LN	PALAWAN WY	4	SKYLINE-PARADISE HILLS	Residential	2500	509	36	18308
SS-026302-PV1	TERRA COTTA RD	PALAWAN WY	ULTRAMARINE LN	4	SKYLINE-PARADISE HILLS	Residential	2500	235	36	8501
SS-026337-PV1	TEXAS ST	MYRTLE AV	UPAS ST	3	GREATER NORTH PARK	Collector	16000	356	40	14241
SS-026336-PV1	TEXAS ST	MYRTLE AV	DWIGHT ST	3	GREATER NORTH PARK	Collector	16000	662	40	26481
SS-026335-PV1	TEXAS ST	LANDIS ST	LANDIS ST	3	GREATER NORTH PARK	Collector	16000	661	40	26441
SS-026334-PV1	TEXAS ST	LANDIS ST	WIGHTMAN ST	3	GREATER NORTH PARK	Collector	4140	664	40	26581
SS-026333-PV1	TEXAS ST	WIGHTMAN ST	UNIVERSITY AV	3	GREATER NORTH PARK	Collector	16000	378	40	15121
SS-026426-PV1	THORN ST	39TH ST	40TH ST	9	CITY HEIGHTS	Local	2500	380	52	19762
SS-026425-PV1	THORN ST	39TH ST	39TH ST	9	CITY HEIGHTS	Local	2500	385	40	15402
SS-026480-PV1	TIBBETT ST	JAMACHA RD	LIBSON ST	4	SKYLINE-PARADISE HILLS	Residential	2500	450	36	16200
SS-026480-PV1	TIE ST	MICHAEL ST	DWIGHT ST	4	EASTERN AREA	Residential	2500	305	36	10984
SS-026686-PV1	TORREY PINES RD	DUNAWAY DR	LA JOLLA VILLAGE DR	1	LA JOLLA	Major	17000	1457	32	46629
SS-026744-PV1	TOYNE ST	MARKET ST	MARKET ST	9	SOUTHEASTERN SAN DIEGO	Residential	2500	652	30	19862
SS-026743-PV1	TOYNE ST	MARKET ST	S SIENA ST	9	SOUTHEASTERN SAN DIEGO	Residential	2500	684	30	20523
SS-027072-PV1	ULTRAMARINE LN	AQUAMARINE RD	AQUAMARINE RD	4	SKYLINE-PARADISE HILLS	Residential	2500	313	36	11262
SS-027076-PV1	ULTRAMARINE LN	AQUAMARINE RD	AQUAMARINE RD	4	SKYLINE-PARADISE HILLS	Residential	2500	302	36	10873
SS-027078-PV1	UNGER CT	WOODSHAWN DR	WOODSHAWN DR	4	SKYLINE-PARADISE HILLS	Residential	2500	360	30	10790
SS-027347-PV1	VALENTINO ST	BRANDON DR	SERVANDO AV	8	OTAY MESA-NESTOR	Prime	2500	263	40	10516
SS-027346-PV1	VALENTINO ST	ARBODAR RD	BRANDON DR	8	OTAY MESA-NESTOR	Prime	2500	297	40	11480
SS-027345-PV1	VALENTINO ST	WARDLOW AV	ARBODAR RD	8	OTAY MESA-NESTOR	Prime	2500	307	40	12280
SS-027367-PV1	VALLI AV	S 30TH ST	S 31ST ST	8	SOUTHEASTERN SAN DIEGO	Residential	2500	672	40	26881
SS-027404-PV1	VAN DYKE AV	LANDIS ST	WIGHTMAN ST	9	CITY HEIGHTS	Residential	2500	682	52	35464
SS-027403-PV1	VAN DYKE AV	MYRTLE AV	DWIGHT ST	9	CITY HEIGHTS	Collector	2500	682	52	35464
SS-027400-PV1	VAN DYKE AV	DWIGHT ST	LANDIS ST	9	CITY HEIGHTS	Collector	2500	678	52	35256
SS-027399-PV1	VAN DYKE AV	WIGHTMAN ST	UNIVERSITY AV	9	CITY HEIGHTS	Residential	2500	679	52	35308
SS-027416-PV1	VAN NUYS ST	BEGIN	LA JOLLA MESA DR	1	PACIFIC BEACH	Residential	2500	510	36	18362
SS-027415-PV1	VAN NUYS ST	LA JOLLA MESA DR	CANDLELIGHT DR	1	PACIFIC BEACH	Residential	2500	608	36	21881
SS-027414-PV1	VAN NUYS ST	CANDLELIGHT DR	CASS ST	1	PACIFIC BEACH	Residential	2500	589	36	20990
SS-027511-PV1	VERMILLION WY	S SIENA ST	WOODSHAWN DR	4	SKYLINE-PARADISE HILLS	Residential	2500	276	40	11057
SS-027676-PV1	VIA DE LA AMISTAD	PASEO DE LAS AMERICA	ENRICO FERMI DR	8	OTAY MESA	Major	2500	2481	64	158804
SS-027675-PV1	VIA DE LA AMISTAD	ROLL DR	PASEO DE LAS AMERICA	8	OTAY MESA	Residential	2500	475	64	30468
SS-027953-PV1	VETTA TR	RAVEN RIDGE PT	END	6	MIRA MESA	Residential	2500	341	30	10230
SS-027982-PV1	VILLA TR	UPAS ST	MYRTLE AV	3	GREATER NORTH PARK	Residential	2500	424	30	12721
SS-027981-PV1	VILLA TR	MYRTLE AV	DWIGHT ST	3	GREATER NORTH PARK	Residential	2500	661	41	27109
SS-027980-PV1	VILLA TR	DWIGHT ST	LANDIS ST	3	GREATER NORTH PARK	Residential	2500	657	41	26999
SS-027979-PV1	VILLA TR	LANDIS ST	WIGHTMAN ST	3	GREATER NORTH PARK	Residential	2500	664	41	27226
SS-027978-PV1	VILLA TR	WIGHTMAN ST	UNIVERSITY AV	3	GREATER NORTH PARK	Residential	2500	317	41	12998
SS-028125-PV1	VOLTAIRE ST	ABBOTT ST	ABBOTT ST	2	OCEAN BEACH	Prime	3860	659	52	84268
SS-028187-PV1	WALDGROVE PL	BEGIN	IRONWOOD RD	5	SCRIPPS MIRAMAR RANCH	Residential	2500	728	36	26201
SS-028186-PV1	WALDGROVE PL	IRONWOOD RD	RED ROCK DR	5	SCRIPPS MIRAMAR RANCH	Residential	2500	441	32	14056
SS-030353-PV1	WARDLOW AV	VALANCE ST	BRANDON DR	8	OTAY MESA-NESTOR	Residential	2500	249	40	9962
SS-030352-PV1	WARDLOW AV	LEATHERWOOD ST	VALANCE ST	8	OTAY MESA-NESTOR	Residential	2500	303	40	12136
SS-030351-PV1	WARDLOW AV	LAWDALE ST	LEATHERWOOD ST	8	OTAY MESA-NESTOR	Residential	2500	257	40	10299
SS-030350-PV1	WARDLOW AV	WARDLOW CT	LAWDALE ST	8	OTAY MESA-NESTOR	Residential	2500	250	40	10018
SS-030349-PV1	WARDLOW AV	INTERNATIONAL RD	WARDLOW CT	8	OTAY MESA-NESTOR	Residential	2500	508	40	20399
SS-028262-PV1	WARDLOW AV	VALENTINO ST	BANDOLIER LN	8	OTAY MESA-NESTOR	Residential	2500	968	40	34793
SS-028261-PV1	WARDLOW AV	BRANDON DR	BANDOLIER LN	8	OTAY MESA-NESTOR	Residential	2500	307	40	12269
SS-028337-PV1	WAYVERLY AV	FORWARD ST	BIRD ROCK AV	1	LA JOLLA	Local	2500	743	30	22285
SS-028426-PV1	WERNER ST	GULLSTRAND ST	WHIPPLE AV	6	UNIVERSITY	Residential	2500	763	35	27490
SS-028425-PV1	WERNER ST	WHIPPLE AV	TEASDALE AV	6	UNIVERSITY	Residential	2500	251	35	5048

**Attachment A**  
**Citywide Crack Seal Street List**

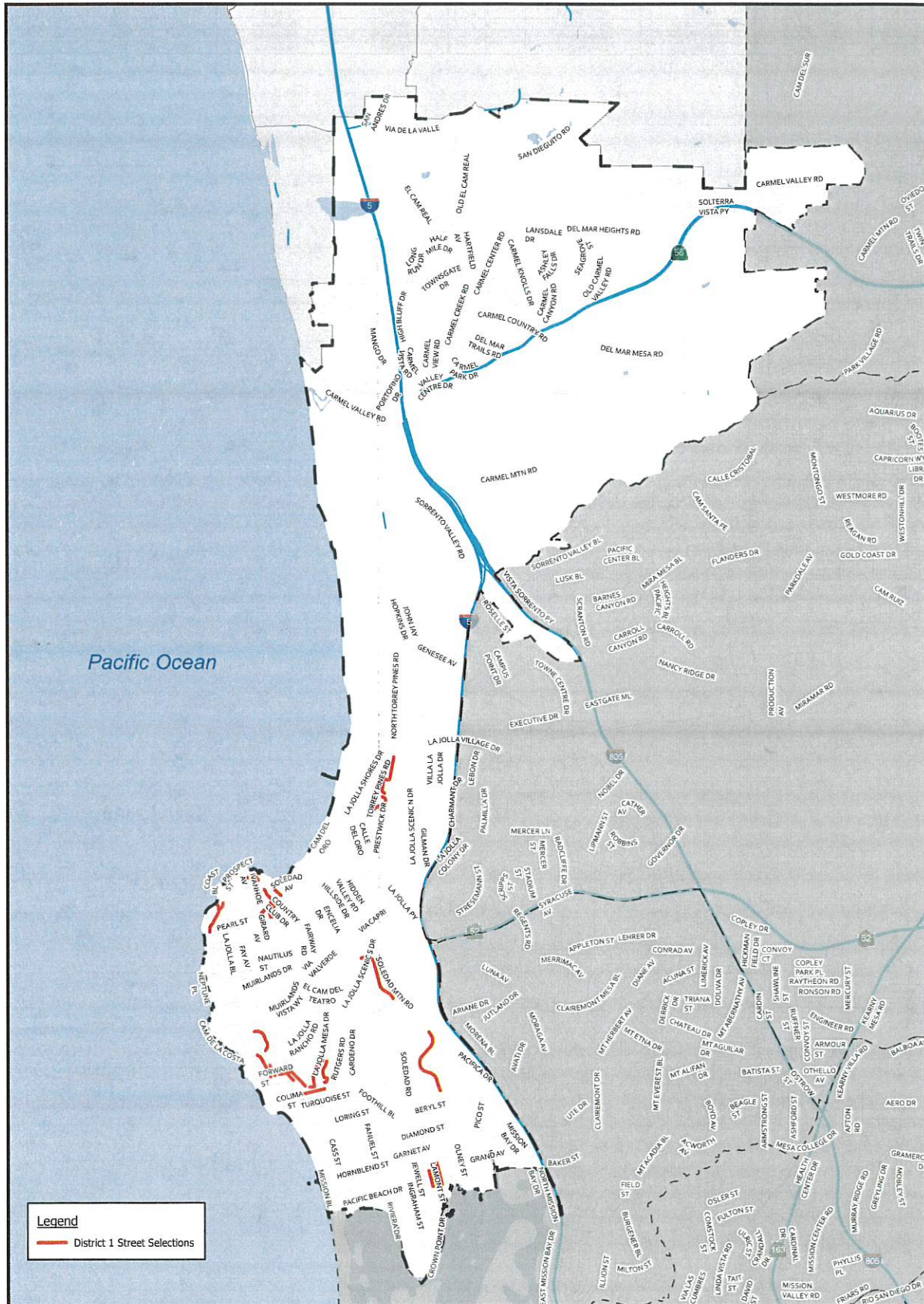
Pavement ID	Street	Cross Street 1	Cross Street 2	Council District	Community	Functional Classification	ADT	Length (LF)	Width (LS)	Area (SF)
SS-028681-PV1	WHIPPLE AV	ENDERS AV	WHIPPLE WY	6	UNIVERSITY	Residential	2500	447	36	16103
SS-028680-PV1	WHIPPLE AV	WHIPPLE WY	WERNER ST	6	UNIVERSITY	Residential	2500	500	36	17985
SS-028682-PV1	WHIPPLE WY	BEGIN	WHIPPLE AV	6	UNIVERSITY	Residential	2500	175	30	5246
SS-029074-PV1	WOODSHAWN DR	VERMILLION WY	UMBER CT	4	SKYLINE-PARADISE HILLS	Residential	2500	1407	40	56299
SS-029073-PV1	WOODSHAWN DR	UMBER CT	DEEP DELL RD	4	SKYLINE-PARADISE HILLS	Residential	2500	268	40	10707
SS-029116-PV1	WYCONDA LN	BEGIN	WYSTONE DR	4	ENCANTO	Residential	2500	412	30	12372
SS-029115-PV1	WYCONDA LN	WYSTONE DR	WYCONDA WY	4	ENCANTO	Residential	2500	228	30	6844
SS-029117-PV1	WYCONDA WY	WYCONDA LN	MAGNUS WY	4	ENCANTO	Residential	2500	354	36	12744
SS-029125-PV1	WYSTONE DR	WYCONDA LN	MAGNUS WY	4	ENCANTO	Residential	2500	329	30	9692





TRANSPORTATION

## Citywide Crack Seal Council District 1



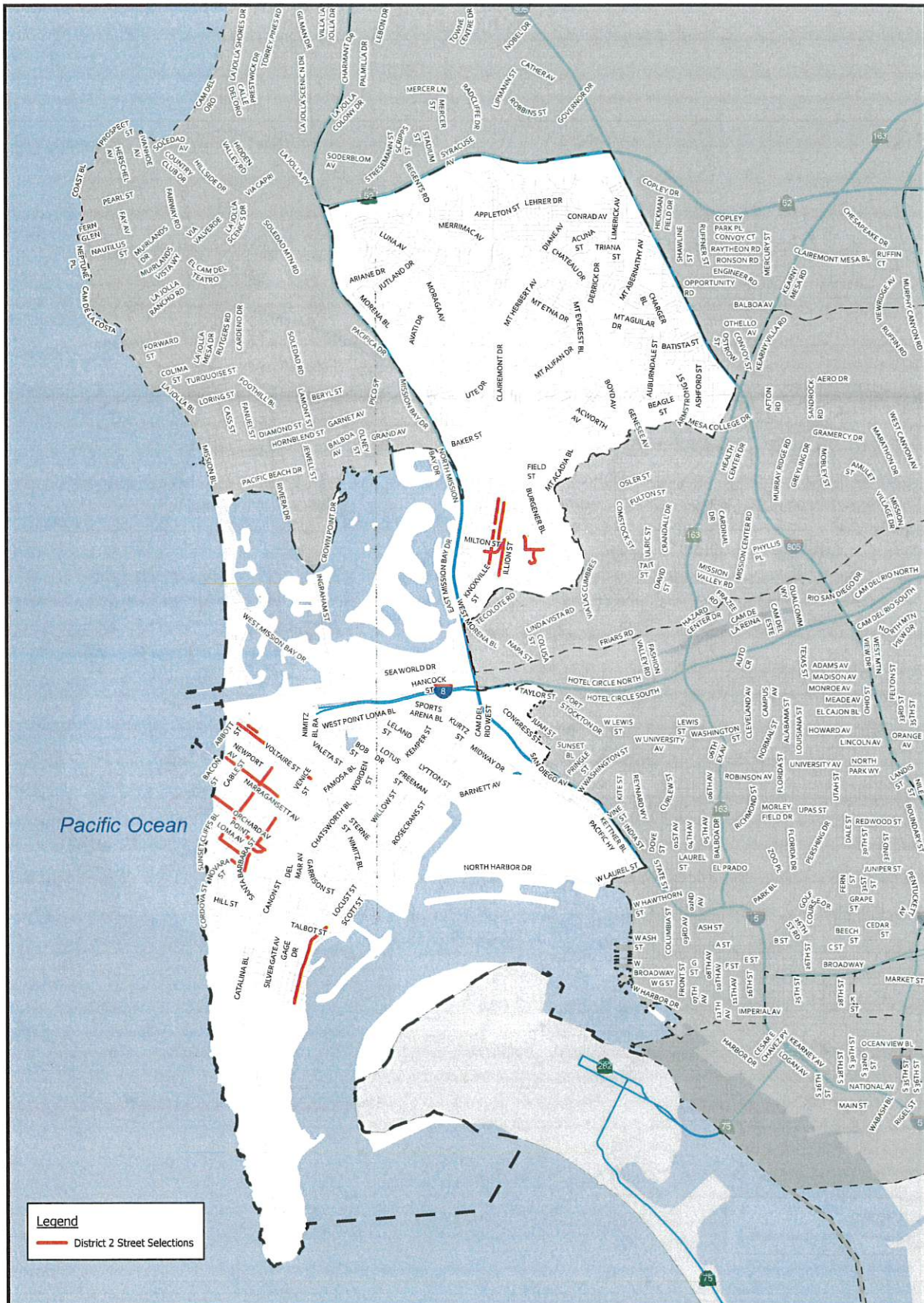




TRANSPORTATION

Attachment B

## Citywide Crack Seal Council District 2

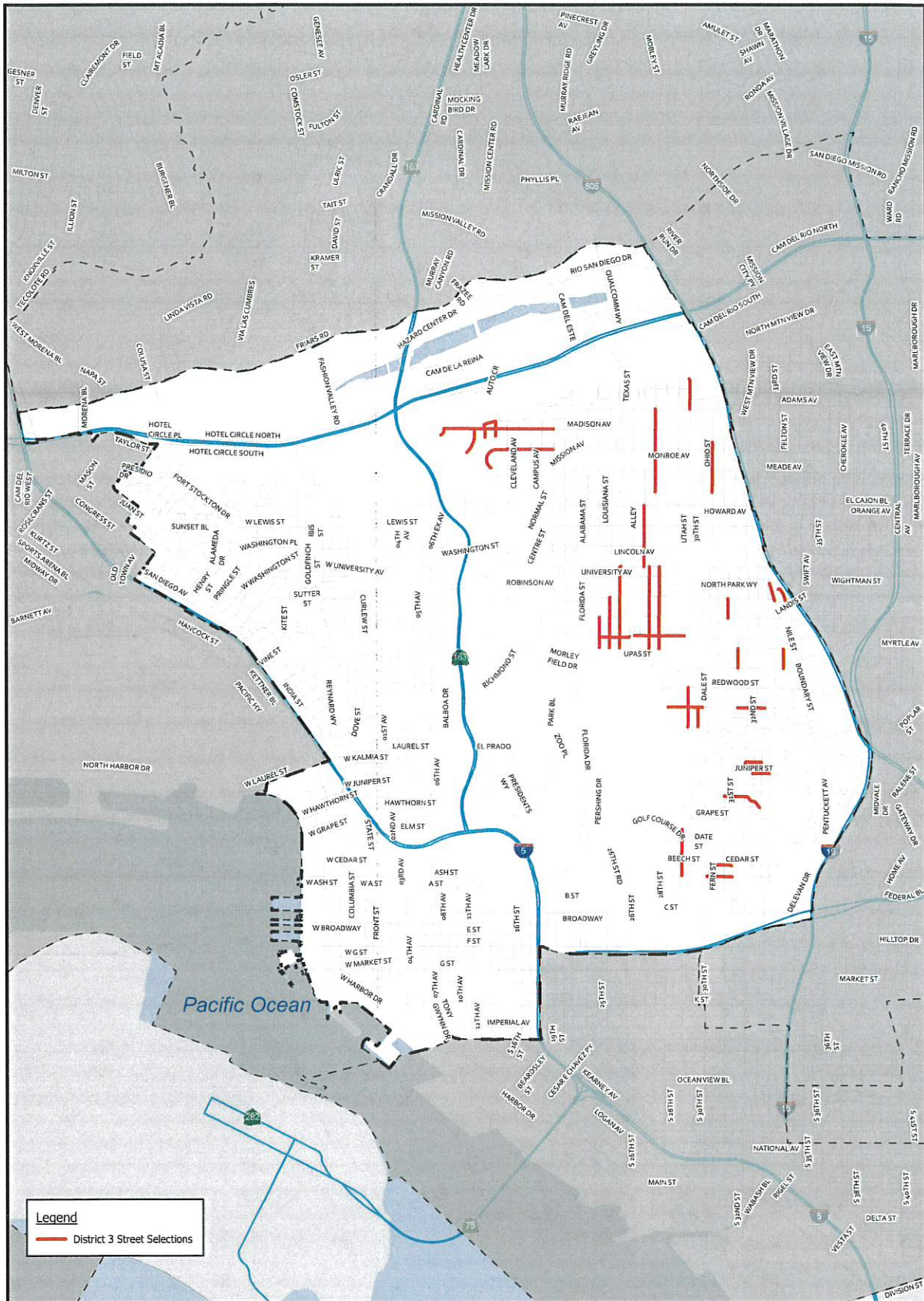






# Citywide Crack Seal Council District 3

## TRANSPORTATION

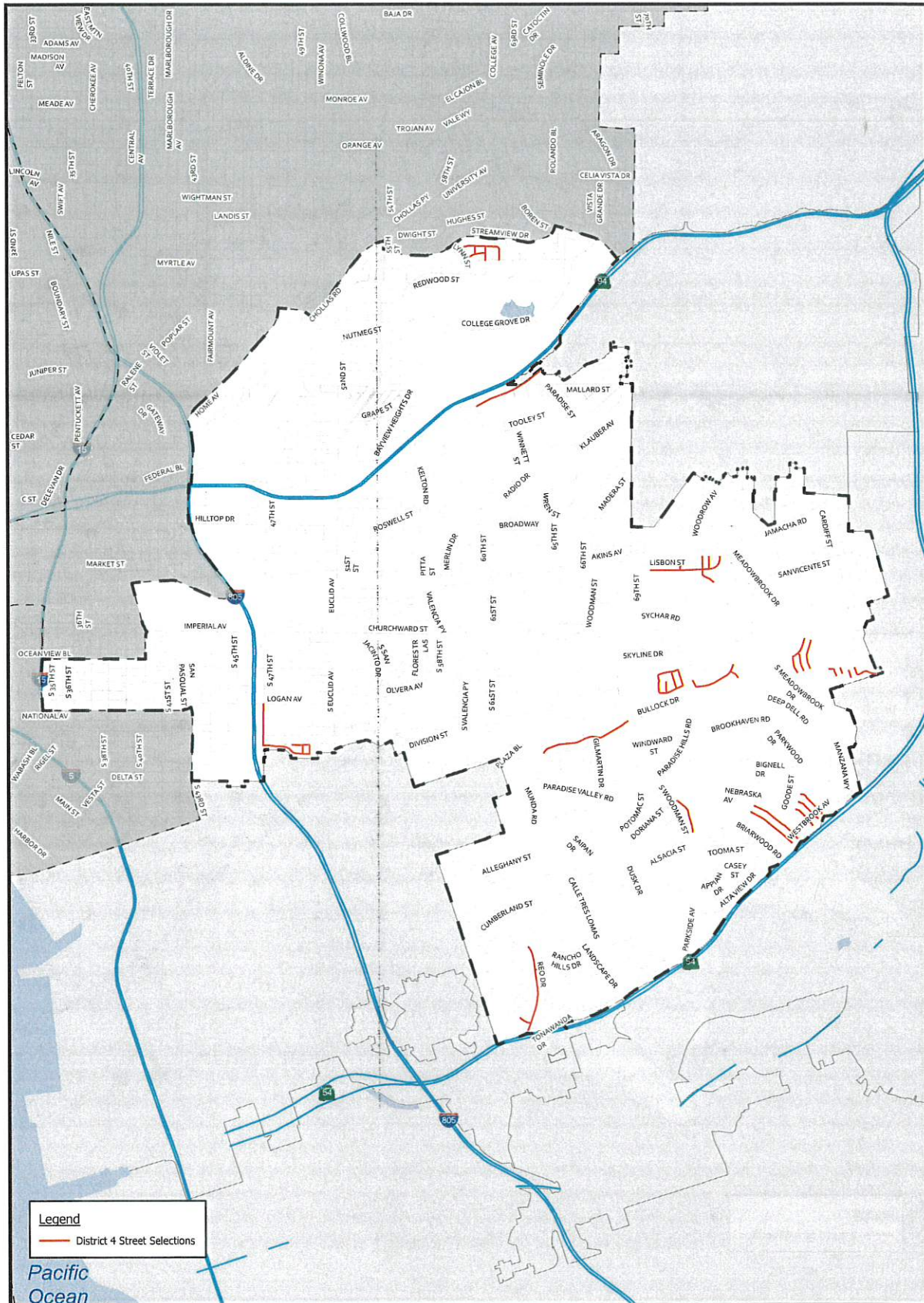






# Citywide Crack Seal Council District 4

## TRANSPORTATION

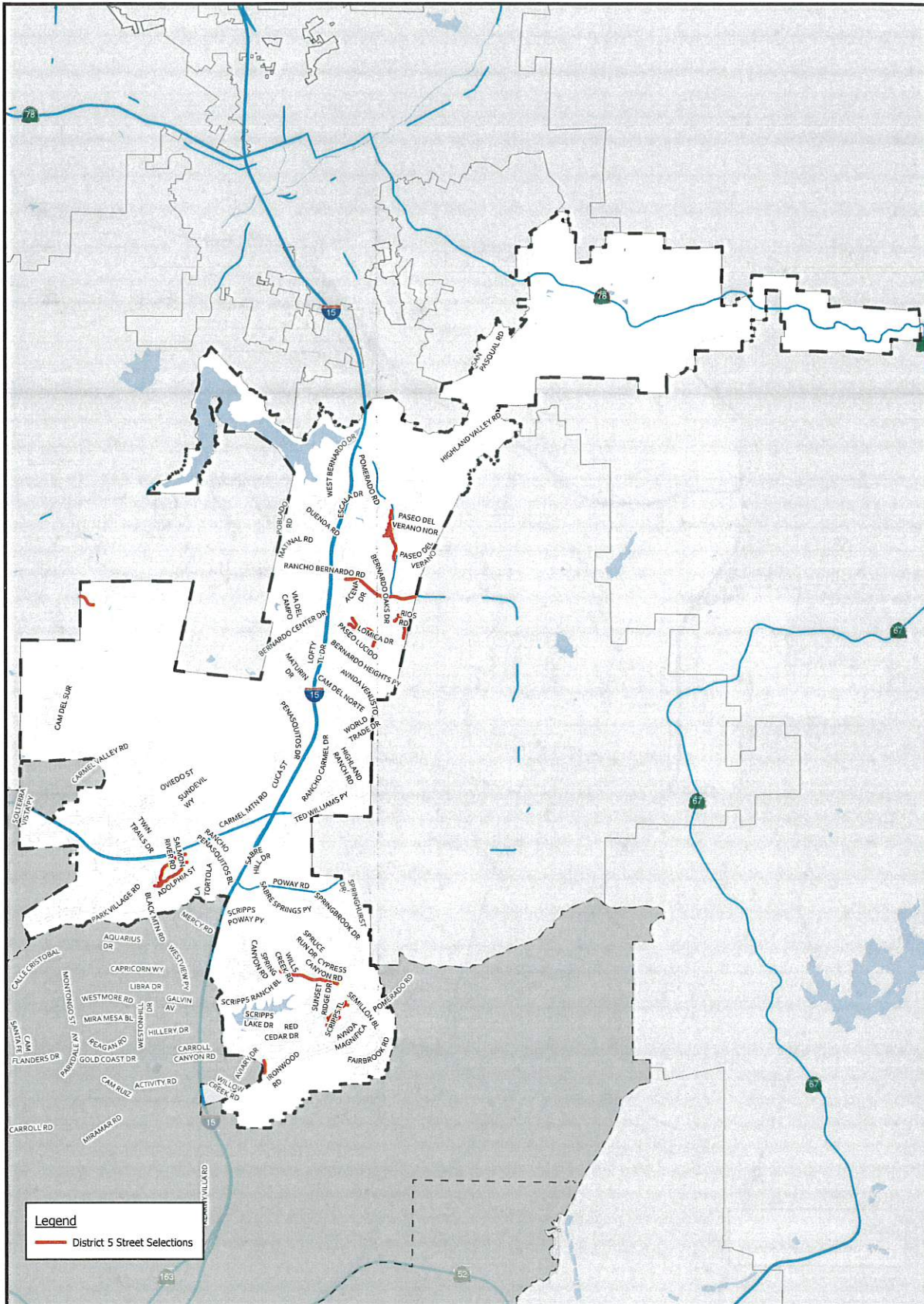






## Citywide Crack Seal Council District 5

### TRANSPORTATION



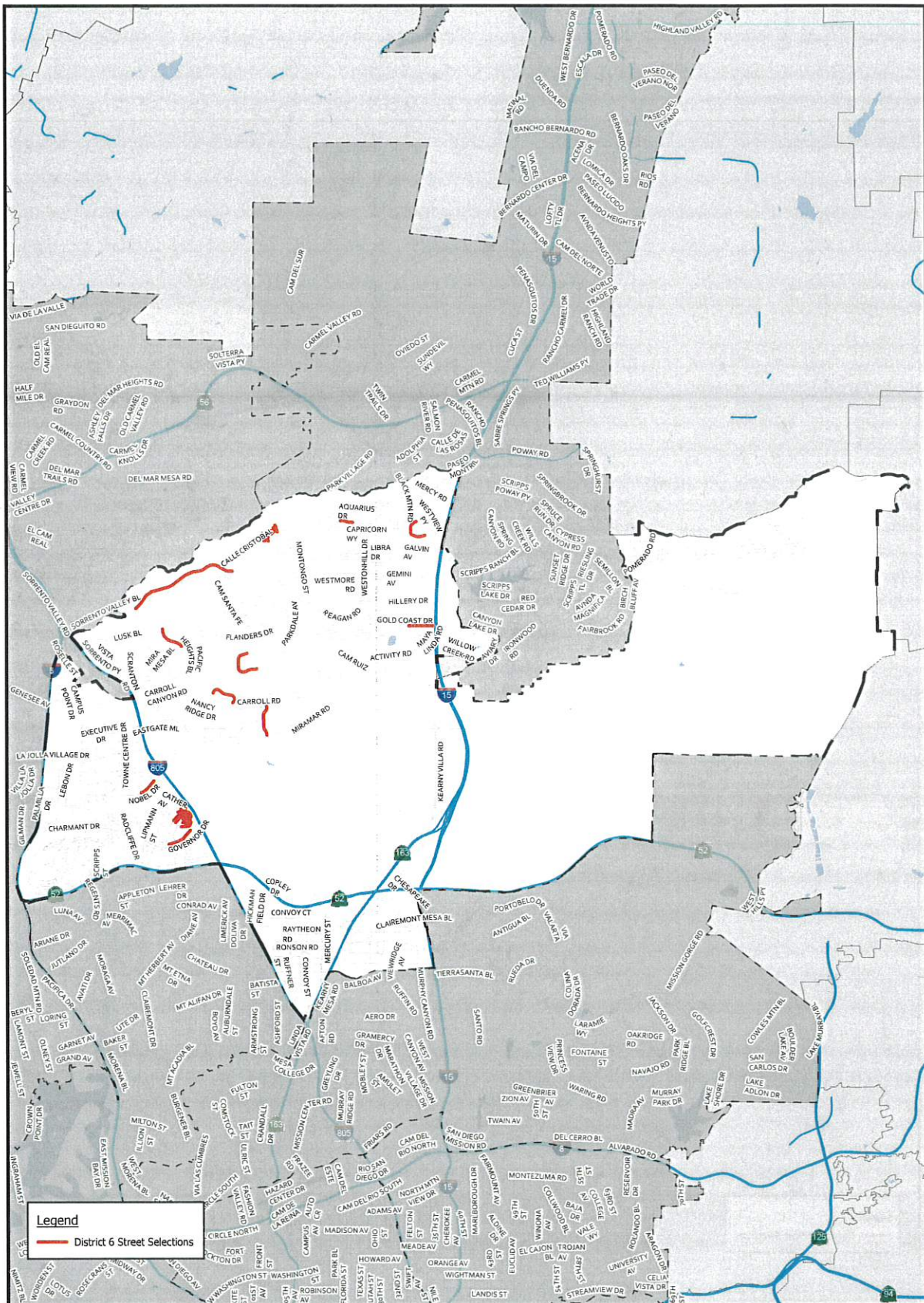




TRANSPORTATION

Attachment B

## Citywide Crack Seal Council District 6



IO: 21004736

COMMUNITY NAMES: MIRA MESA, UNIVERSITY

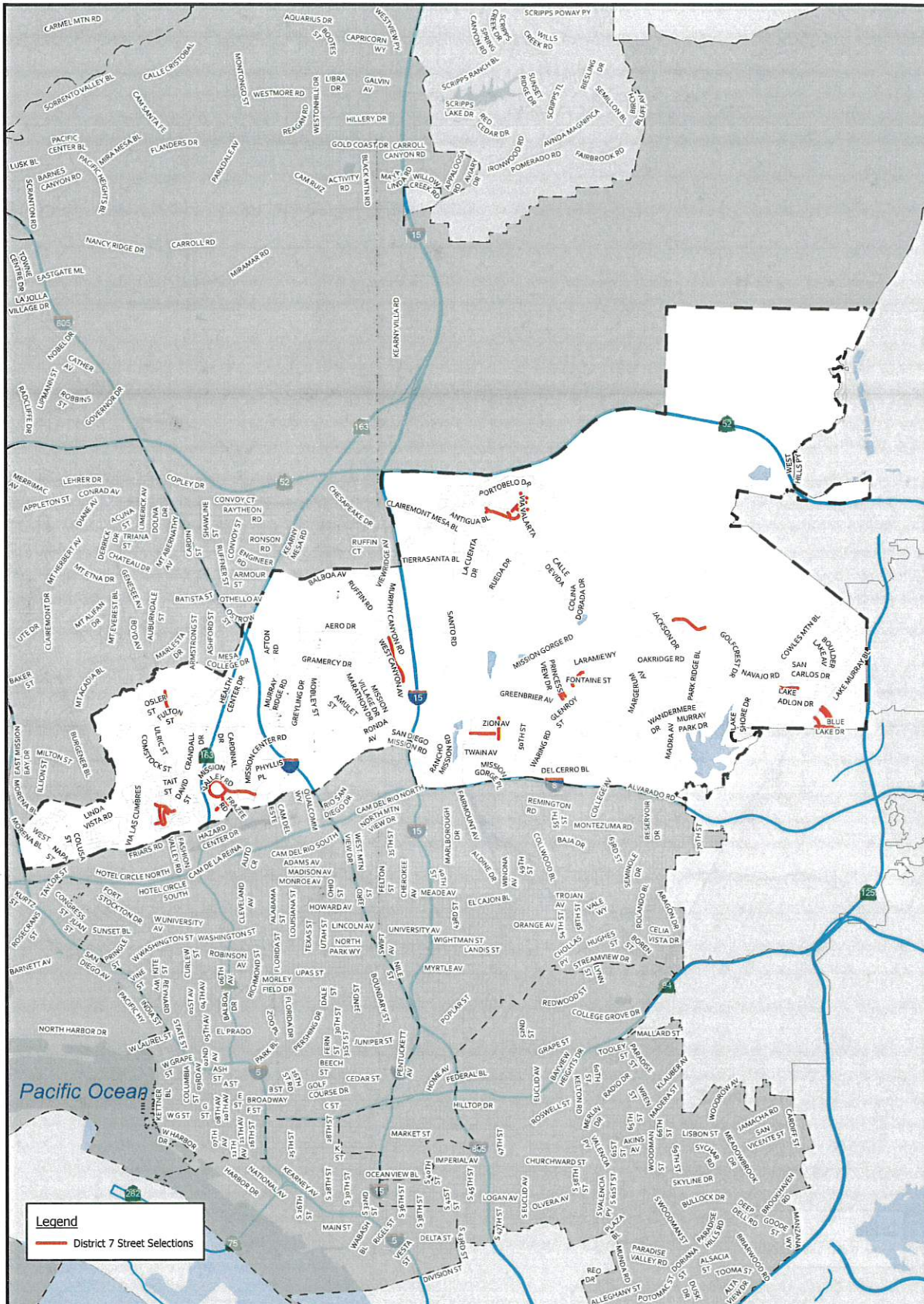
SanGIS





## Citywide Crack Seal Council District 7

## TRANSPORTATION

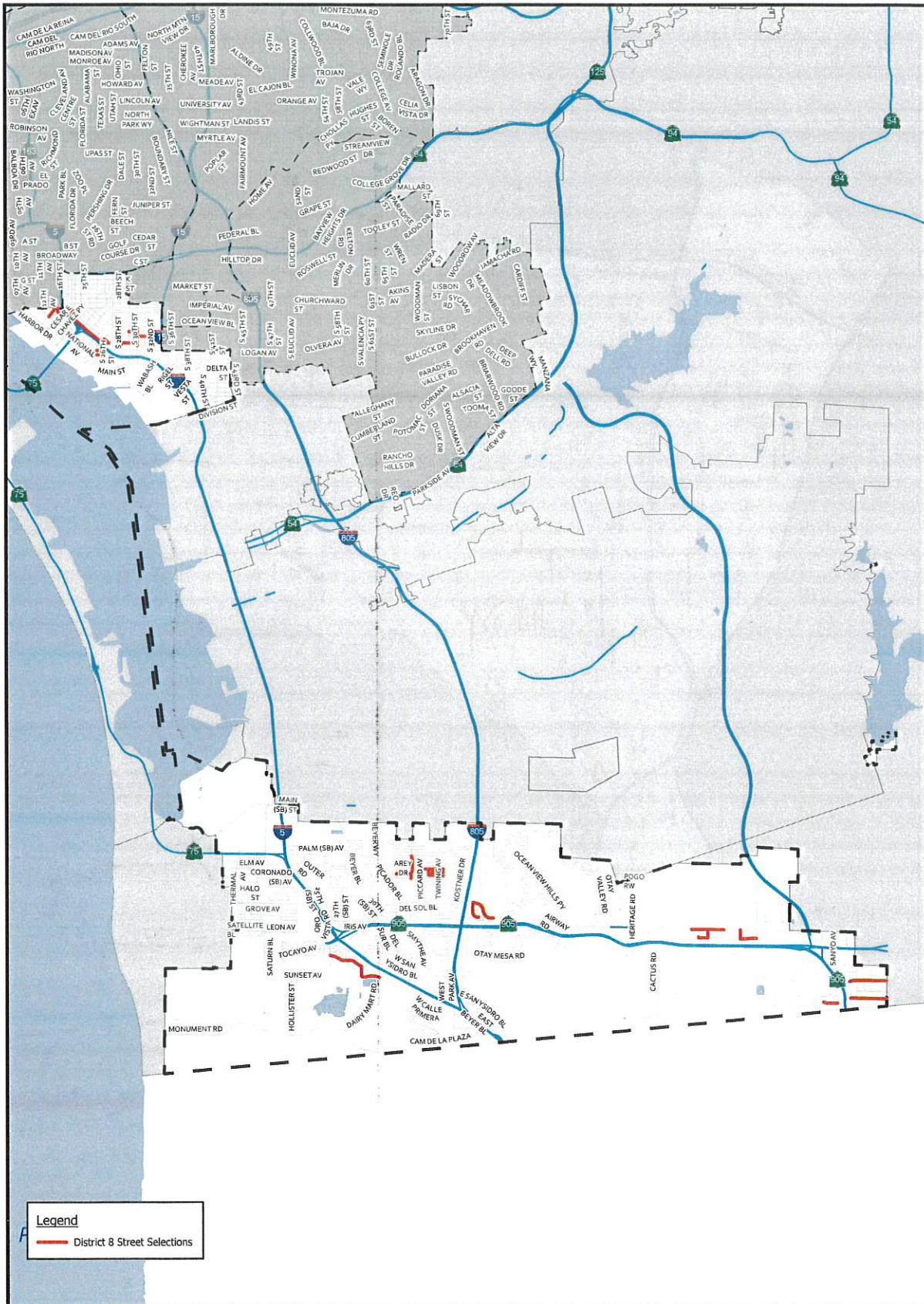






# Citywide Crack Seal Council District 8

## TRANSPORTATION

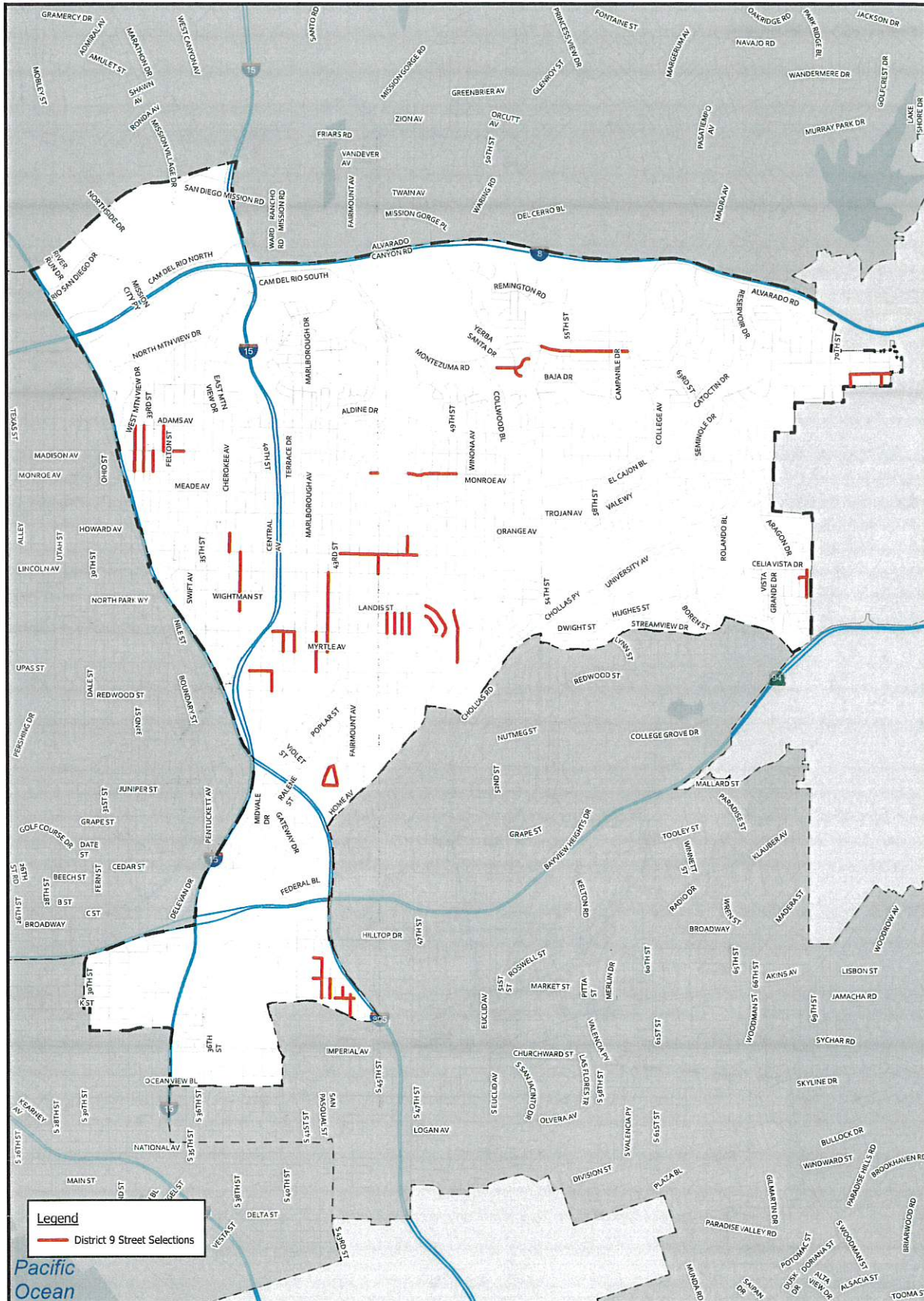






# Citywide Crack Seal Council District 9

## TRANSPORTATION



IO: 21004736

COMMUNITY NAMES: CITY HEIGHTS, COLLEGE AREA, EASTERN AREA, KENSINGTON-TALMADGE, NORMAL HEIGHTS, SOUTHEASTERN SAN DIEGO



**EXHIBIT C**



**THE CITY OF SAN DIEGO**

**GENERAL CONTRACT TERMS AND PROVISIONS**

**APPLICABLE TO GOODS, SERVICES, AND CONSULTANT CONTRACTS**

## **ARTICLE I SCOPE AND TERM OF CONTRACT**

**1.1 Scope of Contract.** The scope of contract between the City and a provider of goods and/or services (Contractor) is described in the Contract Documents. The Contract Documents are comprised of the Request for Proposal, Invitation to Bid, or other solicitation document (Solicitation); the successful bid or proposal; the letter awarding the contract to Contractor; the City's written acceptance of exceptions or clarifications to the Solicitation, if any; and these General Contract Terms and Provisions.

**1.2 Effective Date.** A contract between the City and Contractor (Contract) is effective on the last date that the contract is signed by the parties and approved by the City Attorney in accordance with Charter section 40. Unless otherwise terminated, this Contract is effective until it is completed or as otherwise agreed upon in writing by the parties, whichever is the earliest. A Contract term cannot exceed five (5) years unless approved by the City Council by ordinance.

**1.3 Contract Extension.** The City may, in its sole discretion, unilaterally exercise an option to extend the Contract as described in the Contract Documents. In addition, the City may, in its sole discretion, unilaterally extend the Contract on a month-to-month basis following contract expiration if authorized under Charter section 99 and the Contract Documents. Contractor shall not increase its pricing in excess of the percentage increase described in the Contract.

## **ARTICLE II CONTRACT ADMINISTRATOR**

**2.1 Contract Administrator.** The Purchasing Agent or designee is the Contract Administrator for purposes of this Contract, and has the responsibilities described in this Contract, in the San Diego Charter, and in Chapter 2, Article 2, Divisions 5, 30, and 32.

**2.1.1 Contractor Performance Evaluations.** The Contract Administrator will evaluate Contractor's performance as often as the Contract Administrator deems necessary throughout the term of the contract. This evaluation will be based on criteria including the quality of goods or services, the timeliness of performance, and adherence to applicable laws, including prevailing wage and living wage. City will provide Contractors who receive an unsatisfactory rating with a copy of the evaluation and an opportunity to respond. City may consider final evaluations, including Contractor's response, in evaluating future proposals and bids for contract award.

**2.2 Notices.** Unless otherwise specified, in all cases where written notice is required under this Contract, service shall be deemed sufficient if the notice is personally delivered or deposited in the United States mail, with first class postage paid, attention to the Purchasing Agent. Proper notice is effective on the date of personal delivery or five (5) days after deposit in a United States postal mailbox unless provided otherwise in the Contract. Notices to the City shall be sent to:



Purchasing Agent  
City of San Diego, Purchasing and Contracting Division  
1200 3rd Avenue, Suite 200  
San Diego, CA 92101-4195

### **ARTICLE III COMPENSATION**

**3.1 Manner of Payment.** Contractor will be paid monthly, in arrears, for goods and/or services provided in accordance with the terms and provisions specified in the Contract.

**3.2 Invoices.**

**3.2.1 Invoice Detail.** Contractor's invoice must be on Contractor's stationary with Contractor's name, address, and remittance address if different. Contractor's invoice must have a date, an invoice number, a purchase order number, a description of the goods or services provided, and an amount due.

**3.2.2 Service Contracts.** Contractor must submit invoices for services to City by the 10<sup>th</sup> of the month following the month in which Contractor provided services. Invoices must include the address of the location where services were performed and the dates in which services were provided.

**3.2.3 Goods Contracts.** Contractor must submit invoices for goods to City within seven days of the shipment. Invoices must describe the goods provided.

**3.2.4 Parts Contracts.** Contractor must submit invoices for parts to City within seven calendar (7) days of the date the parts are shipped. Invoices must include the manufacturer of the part, manufacturer's published list price, percentage discount applied in accordance with Pricing Page(s), the net price to City, and an item description, quantity, and extension.

**3.2.5 Extraordinary Work.** City will not pay Contractor for extraordinary work unless Contractor receives prior written authorization from the Contract Administrator. Failure to do so will result in payment being withheld for services. If approved, Contractor will include an invoice that describes the work performed and the location where the work was performed, and a copy of the Contract Administrator's written authorization.

**3.2.6 Reporting Requirements.** Contractor must submit the following reports using the City's web-based contract compliance portal. Incomplete and/or delinquent reports may cause payment delays, non-payment of invoice, or both. For questions, please view the City's online tutorials on how to utilize the City's web-based contract compliance portal.

**3.2.6.1 Monthly Employment Utilization Reports.** Contractor and Contractor's subcontractors and suppliers must submit Monthly Employment Utilization Reports by the fifth (5<sup>th</sup>) day of the subsequent month.

**3.2.6.2 Monthly Invoicing and Payments.** Contractor and Contractor's subcontractors and suppliers must submit Monthly Invoicing and Payment Reports by the fifth (5<sup>th</sup>) day of the subsequent month.

**3.3 Annual Appropriation of Funds.** Contractor acknowledges that the Contract term may extend over multiple City fiscal years, and that work and compensation under this Contract is contingent on the City Council appropriating funding for and authorizing such work and compensation for those fiscal years. This Contract may be terminated at the end of the fiscal year for which sufficient funding is not appropriated and authorized. City is not obligated to pay Contractor for any amounts not duly appropriated and authorized by City Council.

**3.4 Price Adjustments.** Based on Contractor's written request and justification, the City may approve an increase in unit prices on Contractor's pricing pages consistent with the amount requested in the justification in an amount not to exceed the increase in the Consumer Price Index, San Diego Area, for All Urban Customers (CPI-U) as published by the Bureau of Labor Statistics, or 5.0%, whichever is less, during the preceding one year term. If the CPI-U is a negative number, then the unit prices shall not be adjusted for that option year (the unit prices will not be decreased). A negative CPI-U shall be counted against any subsequent increases in the CPI-U when calculating the unit prices for later option years. Contractor must provide such written request and justification no less than sixty days before the date in which City may exercise the option to renew the contract, or sixty days before the anniversary date of the Contract. Justification in support of the written request must include a description of the basis for the adjustment, the proposed effective date and reasons for said date, and the amount of the adjustment requested with documentation to support the requested change (e.g. CPI-U or 5.0%, whichever is less). City's approval of this request must be in writing.

#### **ARTICLE IV SUSPENSION AND TERMINATION**

**4.1 City's Right to Suspend for Convenience.** City may suspend all or any portion of Contractor's performance under this Contract at its sole option and for its convenience for a reasonable period of time not to exceed six (6) months. City must first give ten (10) days' written notice to Contractor of such suspension. City will pay to Contractor a sum equivalent to the reasonable value of the goods and/or services satisfactorily provided up to the date of suspension. City may rescind the suspension prior to or at six (6) months by providing Contractor with written notice of the rescission, at which time Contractor would be required to resume performance in compliance with the terms and provisions of this Contract. Contractor will be entitled to an extension of time to complete performance under the Contract equal to the length of the suspension unless otherwise agreed to in writing by the Parties.

**4.2 City's Right to Terminate for Convenience.** City may, at its sole option and for its convenience, terminate all or any portion of this Contract by giving thirty (30) days' written notice of such termination to Contractor. The termination of the Contract shall be effective upon receipt of the notice by Contractor. After termination of all or any portion of the Contract, Contractor shall: (1) immediately discontinue all affected performance (unless the notice directs otherwise); and (2) complete any and all additional work necessary for the orderly filing of

documents and closing of Contractor's affected performance under the Contract. After filing of documents and completion of performance, Contractor shall deliver to City all data, drawings, specifications, reports, estimates, summaries, and such other information and materials created or received by Contractor in performing this Contract, whether completed or in process. By accepting payment for completion, filing, and delivering documents as called for in this section, Contractor discharges City of all of City's payment obligations and liabilities under this Contract with regard to the affected performance.

**4.3 City's Right to Terminate for Default.** Contractor's failure to satisfactorily perform any obligation required by this Contract constitutes a default. Examples of default include a determination by City that Contractor has: (1) failed to deliver goods and/or perform the services of the required quality or within the time specified; (2) failed to perform any of the obligations of this Contract; and (3) failed to make sufficient progress in performance which may jeopardize full performance.

**4.3.1** If Contractor fails to satisfactorily cure a default within ten (10) calendar days of receiving written notice from City specifying the nature of the default, City may immediately cancel and/or terminate this Contract, and terminate each and every right of Contractor, and any person claiming any rights by or through Contractor under this Contract.

**4.3.2** If City terminates this Contract, in whole or in part, City may procure, upon such terms and in such manner as the Purchasing Agent may deem appropriate, equivalent goods or services and Contractor shall be liable to City for any excess costs. Contractor shall also continue performance to the extent not terminated.

**4.4 Termination for Bankruptcy or Assignment for the Benefit of Creditors.** If Contractor files a voluntary petition in bankruptcy, is adjudicated bankrupt, or makes a general assignment for the benefit of creditors, the City may at its option and without further notice to, or demand upon Contractor, terminate this Contract, and terminate each and every right of Contractor, and any person claiming rights by and through Contractor under this Contract.

**4.5 Contractor's Right to Payment Following Contract Termination.**

**4.5.1 Termination for Convenience.** If the termination is for the convenience of City an equitable adjustment in the Contract price shall be made. No amount shall be allowed for anticipated profit on unperformed services, and no amount shall be paid for an as needed contract beyond the Contract termination date.

**4.5.2 Termination for Default.** If, after City gives notice of termination for failure to fulfill Contract obligations to Contractor, it is determined that Contractor had not so failed, the termination shall be deemed to have been effected for the convenience of City. In such event, adjustment in the Contract price shall be made as provided in Section 4.3.2. City's rights and remedies are in addition to any other rights and remedies provided by law or under this Contract.

**4.6 Remedies Cumulative.** City's remedies are cumulative and are not intended to be exclusive of any other remedies or means of redress to which City may be lawfully entitled in case of any breach or threatened breach of any provision of this Contract.

## **ARTICLE V ADDITIONAL CONTRACTOR OBLIGATIONS**

**5.1 Inspection and Acceptance.** The City will inspect and accept goods provided under this Contract at the shipment destination unless specified otherwise. Inspection will be made and acceptance will be determined by the City department shown in the shipping address of the Purchase Order or other duly authorized representative of City.

**5.2 Responsibility for Lost or Damaged Shipments.** Contractor bears the risk of loss or damage to goods prior to the time of their receipt and acceptance by City. City has no obligation to accept damaged shipments and reserves the right to return damaged goods, at Contractor's sole expense, even if the damage was not apparent or discovered until after receipt.

**5.3 Responsibility for Damages.** Contractor is responsible for all damage that occurs as a result of Contractor's fault or negligence or that of its' employees, agents, or representatives in connection with the performance of this Contract. Contractor shall immediately report any such damage to people and/or property to the Contract Administrator.

**5.4 Delivery.** Delivery shall be made on the delivery day specified in the Contract Documents. The City, in its sole discretion, may extend the time for delivery. The City may order, in writing, the suspension, delay or interruption of delivery of goods and/or services.

**5.5 Delay.** Unless otherwise specified herein, time is of the essence for each and every provision of the Contract. Contractor must immediately notify City in writing if there is, or it is anticipated that there will be, a delay in performance. The written notice must explain the cause for the delay and provide a reasonable estimate of the length of the delay. City may terminate this Contract as provided herein if City, in its sole discretion, determines the delay is material.

**5.5.1** If a delay in performance is caused by any unforeseen event(s) beyond the control of the parties, City may allow Contractor to a reasonable extension of time to complete performance, but Contractor will not be entitled to damages or additional compensation. Any such extension of time must be approved in writing by City. The following conditions may constitute such a delay: war; changes in law or government regulation; labor disputes; strikes; fires, floods, adverse weather or other similar condition of the elements necessitating cessation of the performance; inability to obtain materials, equipment or labor; or other specific reasons agreed to between City and Contractor. This provision does not apply to a delay caused by Contractor's acts or omissions. Contractor is not entitled to an extension of time to perform if a delay is caused by Contractor's inability to obtain materials, equipment, or labor unless City has received, in a timely manner, documentary proof satisfactory to City of Contractor's inability to obtain materials, equipment, or labor, in which case City's approval must be in writing.

**5.6 Restrictions and Regulations Requiring Contract Modification.** Contractor shall immediately notify City in writing of any regulations or restrictions that may or will require Contractor to alter the material, quality, workmanship, or performance of the goods and/or services to be provided. City reserves the right to accept any such alteration, including any resulting reasonable price adjustments, or to cancel the Contract at no expense to the City.

**5.7 Warranties.** All goods and/or services provided under the Contract must be warranted by Contractor or manufacturer for at least twelve (12) months after acceptance by City, except automotive equipment. Automotive equipment must be warranted for a minimum of 12,000 miles or 12 months, whichever occurs first, unless otherwise stated in the Contract. Contractor is responsible to City for all warranty service, parts, and labor. Contractor is required to ensure that warranty work is performed at a facility acceptable to City and that services, parts, and labor are available and provided to meet City's schedules and deadlines. Contractor may establish a warranty service contract with an agency satisfactory to City instead of performing the warranty service itself. If Contractor is not an authorized service center and causes any damage to equipment being serviced, which results in the existing warranty being voided, Contractor will be liable for all costs of repairs to the equipment, or the costs of replacing the equipment with new equipment that meets City's operational needs.

**5.8 Industry Standards.** Contractor shall provide goods and/or services acceptable to City in strict conformance with the Contract. Contractor shall also provide goods and/or services in accordance with the standards customarily adhered to by an experienced and competent provider of the goods and/or services called for under this Contract using the degree of care and skill ordinarily exercised by reputable providers of such goods and/or services. Where approval by City, the Mayor, or other representative of City is required, it is understood to be general approval only and does not relieve Contractor of responsibility for complying with all applicable laws, codes, policies, regulations, and good business practices.

**5.9 Records Retention and Examination.** Contractor shall retain, protect, and maintain in an accessible location all records and documents, including paper, electronic, and computer records, relating to this Contract for five (5) years after receipt of final payment by City under this Contract. Contractor shall make all such records and documents available for inspection, copying, or other reproduction, and auditing by authorized representatives of City, including the Purchasing Agent or designee. Contractor shall make available all requested data and records at reasonable locations within City or County of San Diego at any time during normal business hours, and as often as City deems necessary. If records are not made available within the City or County of San Diego, Contractor shall pay City's travel costs to the location where the records are maintained and shall pay for all related travel expenses. Failure to make requested records available for inspection, copying, or other reproduction, or auditing by the date requested may result in termination of the Contract. Contractor must include this provision in all subcontracts made in connection with this Contract.

**5.9.1** Contractor shall maintain records of all subcontracts entered into with all firms, all project invoices received from Subcontractors and Suppliers, all purchases of materials and services from Suppliers, and all joint venture participation. Records shall show name, telephone number including area code, and business address of each Subcontractor and 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.

**5.10 Quality Assurance Meetings.** Upon City's request, Contractor shall schedule one or more quality assurance meetings with City's Contract Administrator to discuss Contractor's performance. If requested, Contractor shall schedule the first quality assurance meeting no later than eight (8) weeks from the date of commencement of work under the Contract. At the quality assurance meeting(s), City's Contract Administrator will provide Contractor with feedback, will note any deficiencies in Contract performance, and provide Contractor with an opportunity to address and correct such deficiencies. The total number of quality assurance meetings that may be required by City will depend upon Contractor's performance.

**5.11 Duty to Cooperate with Auditor.** The City Auditor may, in his sole discretion, at no cost to the City, and for purposes of performing his responsibilities under Charter section 39.2, review Contractor's records to confirm contract compliance. Contractor shall make reasonable efforts to cooperate with Auditor's requests.

**5.12 Safety Data Sheets.** If specified by City in the solicitation or otherwise required by this Contract, Contractor must send with each shipment one (1) copy of the Safety Data Sheet (SDS) for each item shipped. Failure to comply with this procedure will be cause for immediate termination of the Contract for violation of safety procedures.

**5.13 Project Personnel.** Except as formally approved by the City, the key personnel identified in Contractor's bid or proposal shall be the individuals who will actually complete the work. Changes in staffing must be reported in writing and approved by the City.

**5.13.1 Criminal Background Certification.** Contractor certifies that all employees working on this Contract have had a criminal background check and that said employees are clear of any sexual and drug related convictions. Contractor further certifies that all employees hired by Contractor or a subcontractor shall be free from any felony convictions.

**5.13.2 Photo Identification Badge.** Contractor shall provide a company photo identification badge to any individual assigned by Contractor or subcontractor to perform services or deliver goods on City premises. Such badge must be worn at all times while on City premises. City reserves the right to require Contractor to pay fingerprinting fees for personnel assigned to work in sensitive areas. All employees shall turn in their photo identification badges to Contractor upon completion of services and prior to final payment of invoice.

**5.14 Standards of Conduct.** Contractor is responsible for maintaining standards of employee competence, conduct, courtesy, appearance, honesty, and integrity satisfactory to the City.

**5.14.1 Supervision.** Contractor shall provide adequate and competent supervision at all times during the Contract term. Contractor shall be readily available to meet with the City. Contractor shall provide the telephone numbers where its representative(s) can be reached.

**5.14.2 City Premises.** Contractor's employees and agents shall comply with all City rules and regulations while on City premises.

**5.14.3 Removal of Employees.** City may request Contractor immediately remove from assignment to the City any employee found unfit to perform duties at the City. Contractor shall comply with all such requests.

**5.15 Licenses and Permits.** Contractor shall, without additional expense to the City, be responsible for obtaining any necessary licenses, permits, certifications, accreditations, fees and approvals for complying with any federal, state, county, municipal, and other laws, codes, and regulations applicable to Contract performance. This includes, but is not limited to, any laws or regulations requiring the use of licensed contractors to perform parts of the work.

**5.16 Contractor and Subcontractor Registration Requirements.** Prior to the award of the Contract or Task Order, Contractor and Contractor's subcontractors and suppliers must register with the City's web-based vendor registration and bid management system. 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 by the City, the City reserves the right to rescind the Contract award and to make the award to the next responsive and responsible proposer of bidder.

## **ARTICLE VI INTELLECTUAL PROPERTY RIGHTS**

**6.1 Rights in Data.** If, in connection with the services performed under this Contract, Contractor or its employees, agents, or subcontractors, create artwork, audio recordings, blueprints, designs, diagrams, documentation, photographs, plans, reports, software, source code, specifications, surveys, system designs, video recordings, or any other original works of authorship, whether written or readable by machine (Deliverable Materials), all rights of Contractor or its subcontractors in the Deliverable Materials, including, but not limited to publication, and registration of copyrights, and trademarks in the Deliverable Materials, are the sole property of City. Contractor, including its employees, agents, and subcontractors, may not use any Deliverable Material for purposes unrelated to Contractor's work on behalf of the City without prior written consent of City. Contractor may not publish or reproduce any Deliverable Materials, for purposes unrelated to Contractor's work on behalf of the City, without the prior written consent of the City.

**6.2 Intellectual Property Rights Assignment.** For no additional compensation, Contractor hereby assigns to City all of Contractor's rights, title, and interest in and to the content of the Deliverable Materials created by Contractor or its employees, agents, or subcontractors, including copyrights, in connection with the services performed under this Contract. Contractor

shall promptly execute and deliver, and shall cause its employees, agents, and subcontractors to promptly execute and deliver, upon request by the City or any of its successors or assigns at any time and without further compensation of any kind, any power of attorney, assignment, application for copyright, patent, trademark or other intellectual property right protection, or other papers or instruments which may be necessary or desirable to fully secure, perfect or otherwise protect to or for the City, its successors and assigns, all right, title and interest in and to the content of the Deliverable Materials. Contractor also shall cooperate and assist in the prosecution of any action or opposition proceeding involving such intellectual property rights and any adjudication of those rights.

**6.3 Contractor Works.** Contractor Works means tangible and intangible information and material that: (a) had already been conceived, invented, created, developed or acquired by Contractor prior to the effective date of this Contract; or (b) were conceived, invented, created, or developed by Contractor after the effective date of this Contract, but only to the extent such information and material do not constitute part or all of the Deliverable Materials called for in this Contract. All Contractor Works, and all modifications or derivatives of such Contractor Works, including all intellectual property rights in or pertaining to the same, shall be owned solely and exclusively by Contractor.

**6.4 Subcontracting.** In the event that Contractor utilizes a subcontractor(s) for any portion of the work that comprises the whole or part of the specified Deliverable Materials to the City, the agreement between Contractor and the subcontractor shall include a statement that identifies the Deliverable Materials as a "works for hire" as described in the United States Copyright Act of 1976, as amended, and that all intellectual property rights in the Deliverable Materials, whether arising in copyright, trademark, service mark or other forms of intellectual property rights, belong to and shall vest solely with the City. Further, the agreement between Contractor and its subcontractor shall require that the subcontractor, if necessary, shall grant, transfer, sell and assign, free of charge, exclusively to City, all titles, rights and interests in and to the Deliverable Materials, including all copyrights, trademarks and other intellectual property rights. City shall have the right to review any such agreement for compliance with this provision.

**6.5 Intellectual Property Warranty and Indemnification.** Contractor represents and warrants that any materials or deliverables, including all Deliverable Materials, provided under this Contract are either original, or not encumbered, and do not infringe upon the copyright, trademark, patent or other intellectual property rights of any third party, or are in the public domain. If Deliverable Materials provided hereunder become the subject of a claim, suit or allegation of copyright, trademark or patent infringement, City shall have the right, in its sole discretion, to require Contractor to produce, at Contractor's own expense, new non-infringing materials, deliverables or works as a means of remedying any claim of infringement in addition to any other remedy available to the City under law or equity. Contractor further agrees to indemnify, defend, and hold harmless the City, its officers, employees and agents from and against any and all claims, actions, costs, judgments or damages, of any type, alleging or threatening that any Deliverable Materials, supplies, equipment, services or works provided under this contract infringe the copyright, trademark, patent or other intellectual property or proprietary rights of any third party (Third Party Claim of Infringement). If a Third Party Claim



of Infringement is threatened or made before Contractor receives payment under this Contract, City shall be entitled, upon written notice to Contractor, to withhold some or all of such payment.

**6.6 Software Licensing.** Contractor represents and warrants that the software, if any, as delivered to City, does not contain any program code, virus, worm, trap door, back door, time or clock that would erase data or programming or otherwise cause the software to become inoperable, inaccessible, or incapable of being used in accordance with its user manuals, either automatically, upon the occurrence of licensor-selected conditions or manually on command. Contractor further represents and warrants that all third party software, delivered to City or used by Contractor in the performance of the Contract, is fully licensed by the appropriate licensor.

**6.7 Publication.** Contractor may not publish or reproduce any Deliverable Materials, for purposes unrelated to Contractor's work on behalf of the City without prior written consent from the City.

**6.8 Royalties, Licenses, and Patents.** Unless otherwise specified, Contractor shall pay all royalties, license, and patent fees associated with the goods that are the subject of this solicitation. Contractor warrants that the goods, materials, supplies, and equipment to be supplied do not infringe upon any patent, trademark, or copyright, and further agrees to defend any and all suits, actions and claims for infringement that are brought against the City, and to defend, indemnify and hold harmless the City, its elected officials, officers, and employees from all liability, loss and damages, whether general, exemplary or punitive, suffered as a result of any actual or claimed infringement asserted against the City, Contractor, or those furnishing goods, materials, supplies, or equipment to Contractor under the Contract.

## **ARTICLE VII INDEMNIFICATION AND INSURANCE**

**7.1 Indemnification.** To the fullest extent permitted by law, Contractor shall defend (with legal counsel reasonably acceptable to City), indemnify, protect, and hold harmless City and its elected officials, officers, employees, agents, and representatives (Indemnified Parties) from and against any and all claims, losses, costs, damages, injuries (including, without limitation, injury to or death of an employee of Contractor or its subcontractors), expense, and liability of every kind, nature and description (including, without limitation, incidental and consequential damages, court costs, and litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith and costs of investigation) that arise out of, pertain to, or relate to, directly or indirectly, in whole or in part, any goods provided or performance of services under this Contract by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or anyone that either of them control. Contractor's duty to defend, indemnify, protect and hold harmless shall not include any claims or liabilities arising from the sole negligence or willful misconduct of the Indemnified Parties.

**7.2 Insurance.** Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or

in connection with the performance of the work hereunder and the results of that work by Contractor, his agents, representatives, employees or subcontractors.

Contractor shall provide, at a minimum, the following:

**7.2.1 Commercial General Liability.** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury, and personal and advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

**7.2.2 Commercial Automobile Liability.** Insurance Services Office Form Number CA 0001 covering Code 1 (any auto) or, if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

**7.2.3 Workers' Compensation.** Insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

**7.2.4 Professional Liability (Errors and Omissions).** For consultant contracts, insurance appropriate to Consultant's profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

If Contractor maintains broader coverage and/or higher limits than the minimums shown above, City requires and shall be entitled to the broader coverage and/or the higher limits maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City.

**7.2.5 Other Insurance Provisions.** The insurance policies are to contain, or be endorsed to contain, the following provisions:

**7.2.5.1 Additional Insured Status.** The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

**7.2.5.2 Primary Coverage.** For any claims related to this contract, Contractor's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by City, its officers, officials, employees, or volunteers shall be excess of Contractor's insurance and shall not contribute with it.

**7.2.5.3 Notice of Cancellation.** Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to City.

**7.2.5.4 Waiver of Subrogation.** Contractor hereby grants to City a waiver of any right to subrogation which the Workers' Compensation insurer of said Contractor may acquire against City by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

**7.2.5.5 Claims Made Policies (applicable only to professional liability).** The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.

**7.3 Self Insured Retentions.** Self-insured retentions must be declared to and approved by City. City may require Contractor 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.

**7.4 Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-VI, unless otherwise acceptable to City.

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 are subject to all of the requirements for policies of insurance provided by admitted carriers described herein.

**7.5 Verification of Coverage.** Contractor shall furnish City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive Contractor's obligation to provide them. City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

**7.6 Special Risks or Circumstances.** City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

**7.7 Additional Insurance.** Contractor may obtain additional insurance not required by this Contract.

**7.8 Excess Insurance.** All policies providing excess coverage to City shall follow the form of the primary policy or policies including but not limited to all endorsements.

**7.9 Subcontractors.** Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that City is an additional insured on insurance required from subcontractors. For CGL coverage, subcontractors shall provide coverage with a format at least as broad as the CG 20 38 04 13 endorsement.

## **ARTICLE VIII BONDS**

**8.1 Payment and Performance Bond.** Prior to the execution of this Contract, City may require Contractor to post a payment and performance bond (Bond). The Bond shall guarantee Contractor's faithful performance of this Contract and assure payment to contractors, subcontractors, and to persons furnishing goods and/or services under this Contract.

**8.1.1 Bond Amount.** The Bond shall be in a sum equal to twenty-five percent (25%) of the Contract amount, unless otherwise stated in the Specifications. City may file a claim against the Bond if Contractor fails or refuses to fulfill the terms and provisions of the Contract.

**8.1.2 Bond Term.** The Bond shall remain in full force and effect at least until complete performance of this Contract and payment of all claims for materials and labor, at which time it will convert to a ten percent (10%) warranty bond, which shall remain in place until the end of the warranty periods set forth in this Contract. The Bond shall be renewed annually, at least sixty (60) days in advance of its expiration, and Contractor shall provide timely proof of annual renewal to City.

**8.1.3 Bond Surety.** The Bond must be furnished by a company authorized by the State of California Department of Insurance to transact surety business in the State of California and which has a current A.M. Best rating of at least "A-, VIII."

**8.1.4 Non-Renewal or Cancellation.** The Bond must provide that City and Contractor shall be provided with sixty (60) days' advance written notice in the event of non-renewal, cancellation, or material change to its terms. In the event of non-renewal, cancellation, or material change to the Bond terms, Contractor shall provide City with evidence of the new source of surety within twenty-one (21) calendar days after the date of the notice of non-renewal, cancellation, or material change. Failure to maintain the Bond, as required herein, in full force

and effect as required under this Contract, will be a material breach of the Contract subject to termination of the Contract.

**8.2 Alternate Security.** City may, at its sole discretion, accept alternate security in the form of an endorsed certificate of deposit, a money order, a certified check drawn on a solvent bank, or other security acceptable to the Purchasing Agent in an amount equal to the required Bond.

## **ARTICLE IX CITY-MANDATED CLAUSES AND REQUIREMENTS**

**9.1 Contractor Certification of Compliance.** By signing this Contract, Contractor certifies that Contractor is aware of, and will comply with, these City-mandated clauses throughout the duration of the Contract.

**9.1.1 Drug-Free Workplace Certification.** Contractor shall comply with City's Drug-Free Workplace requirements set forth in Council Policy 100-17, which is incorporated into the Contract by this reference.

**9.1.2 Contractor Certification for Americans with Disabilities Act (ADA) and State Access Laws and Regulations:** Contractor shall comply with all accessibility requirements under the ADA and under Title 24 of the California Code of Regulations (Title 24). When a conflict exists between the ADA and Title 24, Contractor shall comply with the most restrictive requirement (i.e., that which provides the most access). Contractor also shall comply with the City's ADA Compliance/City Contractors requirements as set forth in Council Policy 100-04, which is incorporated into this Contract by reference. Contractor warrants and certifies compliance with all federal and state access laws and regulations and further certifies that any subcontract agreement for this contract contains language which indicates the subcontractor's agreement to abide by the provisions of the City's Council Policy and any applicable access laws and regulations.

### **9.1.3 Non-Discrimination Requirements.**

**9.1.3.1 Compliance with City's Equal Opportunity Contracting Program (EOCP).** Contractor shall comply with City's EOCP Requirements. Contractor shall not discriminate against any employee or applicant for employment on any basis prohibited by law. Contractor shall provide equal opportunity in all employment practices. Prime Contractors shall ensure that their subcontractors comply with this program. Nothing in this Section shall be interpreted to hold a Prime Contractor liable for any discriminatory practice of its subcontractors.

**9.1.3.2 Non-Discrimination Ordinance.** Contractor 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. Contractor shall provide equal opportunity for subcontractors to participate in subcontracting opportunities. Contractor understands and agrees that violation of this clause shall be considered a material breach of the Contract and may result

in Contract termination, debarment, or other sanctions. Contractor shall ensure that this language is included in contracts between Contractor and any subcontractors, vendors and suppliers.

**9.1.3.3 Compliance Investigations.** Upon City's request, Contractor agrees to provide to City, within sixty calendar days, a truthful and complete list of the names of all subcontractors, vendors, and suppliers that Contractor has used in the past five years on any of its contracts that were undertaken within San Diego County, including the total dollar amount paid by Contractor for each subcontract or supply contract. Contractor further agrees to fully cooperate in any investigation conducted by City pursuant to City's Nondiscrimination in Contracting Ordinance. Contractor understands and agrees that violation of this clause shall be considered a material breach of the Contract and may result in Contract termination, debarment, and other sanctions.

**9.1.4 Equal Benefits Ordinance Certification.** Unless an exception applies, Contractor shall comply with the Equal Benefits Ordinance (EBO) codified in the San Diego Municipal Code (SDMC). Failure to maintain equal benefits is a material breach of the Contract.

**9.1.5 Contractor Standards.** Contractor shall comply with Contractor Standards provisions codified in the SDMC. Contractor understands and agrees that violation of Contractor Standards may be considered a material breach of the Contract and may result in Contract termination, debarment, and other sanctions.

**9.1.6 Noise Abatement.** Contractor shall operate, conduct, or construct without violating the City's Noise Abatement Ordinance codified in the SDMC.

**9.1.7 Storm Water Pollution Prevention Program.** Contractor shall comply with the City's Storm Water Management and Discharge Control provisions codified in Division 3 of Chapter 4 of the SDMC, as may be amended, and any and all applicable Best Management Practice guidelines and pollution elimination requirements in performing or delivering services at City owned, leased, or managed property, or in performance of services and activities on behalf of City regardless of location.

Contractor shall comply with the City's Jurisdictional Urban Runoff Management Plan encompassing Citywide programs and activities designed to prevent and reduce storm water pollution within City boundaries as adopted by the City Council on January 22, 2008, via Resolution No. 303351, as may be amended.

Contractor shall comply with each City facility or work site's Storm Water Pollution Prevention Plan, as applicable, and institute all controls needed while completing the services to minimize any negative impact to the storm water collection system and environment.

**9.1.8 Service Worker Retention Ordinance.** If applicable, Contractor shall comply with the Service Worker Retention Ordinance (SWRO) codified in the SDMC.

**9.1.9 Product Endorsement.** Contractor shall comply with Council Policy 000-41 which requires that other than listing the City as a client and other limited endorsements, any advertisements, social media, promotions or other marketing referring to the City as a user of a product or service will require prior written approval of the Mayor or designee. Use of the City Seal or City logos is prohibited.

**9.1.10 Business Tax Certificate.** Unless the City Treasurer determines in writing that a contractor is exempt from the payment of business tax, any contractor doing business with the City of San Diego is required to obtain a Business Tax Certificate (BTC) and to provide a copy of its BTC to the City before a Contract is executed.

**9.1.11 Equal Pay Ordinance.** Unless an exception applies, Contractor shall comply with the Equal Pay Ordinance codified in San Diego Municipal Code sections 22.4801 through 22.4809. Contractor shall certify in writing that it will comply with the requirements of the EPO.

**9.1.11.1 Contractor and Subcontract Requirement.** The Equal Pay Ordinance applies to any subcontractor who performs work on behalf of a Contractor to the same extent as it would apply to that Contractor. Any Contractor subject to the Equal Pay Ordinance shall require all of its subcontractors to certify compliance with the Equal Pay Ordinance in its written subcontracts.

## **ARTICLE X CONFLICT OF INTEREST AND VIOLATIONS OF LAW**

**10.1 Conflict of Interest Laws.** Contractor is subject to all federal, state and local conflict of interest laws, regulations, and policies applicable to public contracts and procurement practices including, but not limited to, California Government Code sections 1090, *et. seq.* and 81000, *et. seq.*, and the Ethics Ordinance, codified in the SDMC. City may determine that Contractor must complete one or more statements of economic interest disclosing relevant financial interests. Upon City's request, Contractor shall submit the necessary documents to City.

**10.2 Contractor's Responsibility for Employees and Agents.** Contractor is required to establish and make known to its employees and agents appropriate safeguards to prohibit employees from using their positions for a purpose that is, or that gives the appearance of being, motivated by the desire for private gain for themselves or others, particularly those with whom they have family, business or other relationships.

**10.3 Contractor's Financial or Organizational Interests.** In connection with any task, Contractor shall not recommend or specify any product, supplier, or contractor with whom Contractor has a direct or indirect financial or organizational interest or relationship that would violate conflict of interest laws, regulations, or policies.

**10.4 Certification of Non-Collusion.** Contractor certifies that: (1) Contractor's bid or proposal was not made in the interest of or on behalf of any person, firm, or corporation not identified; (2) Contractor did not directly or indirectly induce or solicit any other bidder or proposer to put in a sham bid or proposal; (3) Contractor did not directly or indirectly induce or



solicit any other person, firm or corporation to refrain from bidding; and (4) Contractor did not seek by collusion to secure any advantage over the other bidders or proposers.

**10.5 Hiring City Employees.** This Contract shall be unilaterally and immediately terminated by City if Contractor employs an individual who within the twelve (12) months immediately preceding such employment did in his/her capacity as a City officer or employee participate in negotiations with or otherwise have an influence on the selection of Contractor.

## **ARTICLE XI DISPUTE RESOLUTION**

**11.1 Mediation.** If a dispute arises out of or relates to this Contract and cannot be settled through normal contract negotiations, Contractor and City shall use mandatory non-binding mediation before having recourse in a court of law.

**11.2 Selection of Mediator.** A single mediator that is acceptable to both parties shall be used to mediate the dispute. The mediator will be knowledgeable in the subject matter of this Contract, if possible.

**11.3 Expenses.** The expenses of witnesses for either side shall be paid by the party producing such witnesses. All other expenses of the mediation, including required traveling and other expenses of the mediator, and the cost of any proofs or expert advice produced at the direct request of the mediator, shall be borne equally by the parties, unless they agree otherwise.

**11.4 Conduct of Mediation Sessions.** Mediation hearings will be conducted in an informal manner and discovery will not be allowed. The discussions, statements, writings and admissions will be confidential to the proceedings (pursuant to California Evidence Code sections 1115 through 1128) and will not be used for any other purpose unless otherwise agreed by the parties in writing. The parties may agree to exchange any information they deem necessary. Both parties shall have a representative attend the mediation who is authorized to settle the dispute, though City's recommendation of settlement may be subject to the approval of the Mayor and City Council. Either party may have attorneys, witnesses or experts present.

**11.5 Mediation Results.** Any agreements resulting from mediation shall be memorialized in writing. The results of the mediation shall not be final or binding unless otherwise agreed to in writing by the parties. Mediators shall not be subject to any subpoena or liability, and their actions shall not be subject to discovery.

## **ARTICLE XII MANDATORY ASSISTANCE**

**12.1 Mandatory Assistance.** If a third party dispute or litigation, or both, arises out of, or relates in any way to the services provided to the City under a Contract, Contractor, its agents, officers, and employees agree to assist in resolving the dispute or litigation upon City's request. Contractor's assistance includes, but is not limited to, providing professional consultations,

attending mediations, arbitrations, depositions, trials or any event related to the dispute resolution and/or litigation.

**12.2 Compensation for Mandatory Assistance.** City will compensate Contractor for fees incurred for providing Mandatory Assistance. If, however, the fees incurred for the Mandatory Assistance are determined, through resolution of the third party dispute or litigation, or both, to be attributable in whole, or in part, to the acts or omissions of Contractor, its agents, officers, and employees, Contractor shall reimburse City for all fees paid to Contractor, its agents, officers, and employees for Mandatory Assistance.

**12.3 Attorneys' Fees Related to Mandatory Assistance.** In providing City with dispute or litigation assistance, Contractor or its agents, officers, and employees may incur expenses and/or costs. Contractor agrees that any attorney fees it may incur as a result of assistance provided under Section 12.2 are not reimbursable.

### **ARTICLE XIII MISCELLANEOUS**

**13.1 Headings.** All headings are for convenience only and shall not affect the interpretation of this Contract.

**13.2 Non-Assignment.** Contractor may not assign the obligations under this Contract, whether by express assignment or by sale of the company, nor any monies due or to become due under this Contract, without City's prior written approval. Any assignment in violation of this paragraph shall constitute a default and is grounds for termination of this Contract at the City's sole discretion. In no event shall any putative assignment create a contractual relationship between City and any putative assignee.

**13.3 Independent Contractors.** Contractor and any subcontractors employed by Contractor are independent contractors and not agents of City. Any provisions of this Contract that may appear to give City any right to direct Contractor concerning the details of performing or providing the goods and/or services, or to exercise any control over performance of the Contract, shall mean only that Contractor shall follow the direction of City concerning the end results of the performance.

**13.4 Subcontractors.** All persons assigned to perform any work related to this Contract, including any subcontractors, are deemed to be employees of Contractor, and Contractor shall be directly responsible for their work.

**13.5 Covenants and Conditions.** All provisions of this Contract expressed as either covenants or conditions on the part of City or Contractor shall be deemed to be both covenants and conditions.

**13.6 Compliance with Controlling Law.** Contractor shall comply with all applicable local, state, and federal laws, regulations, and policies. Contractor's act or omission in violation of applicable local, state, and federal laws, regulations, and policies is grounds for contract

termination. In addition to all other remedies or damages allowed by law, Contractor is liable to City for all damages, including costs for substitute performance, sustained as a result of the violation. In addition, Contractor may be subject to suspension, debarment, or both.

**13.7 Governing Law.** The Contract shall be deemed to be made under, construed in accordance with, and governed by the laws of the State of California without regard to the conflicts or choice of law provisions thereof.

**13.8 Venue.** The venue for any suit concerning solicitations or the Contract, the interpretation of application of any of its terms and conditions, or any related disputes shall be in the County of San Diego, State of California.

**13.9 Successors in Interest.** This Contract and all rights and obligations created by this Contract shall be in force and effect whether or not any parties to the Contract have been succeeded by another entity, and all rights and obligations created by this Contract shall be vested and binding on any party's successor in interest.

**13.10 No Waiver.** No failure of either City or Contractor to insist upon the strict performance by the other of any covenant, term or condition of this Contract, nor any failure to exercise any right or remedy consequent upon a breach of any covenant, term, or condition of this Contract, shall constitute a waiver of any such breach of such covenant, term or condition. No waiver of any breach shall affect or alter this Contract, and each and every covenant, condition, and term hereof shall continue in full force and effect without respect to any existing or subsequent breach.

**13.11 Severability.** The unenforceability, invalidity, or illegality of any provision of this Contract shall not render any other provision of this Contract unenforceable, invalid, or illegal.

**13.12 Drafting Ambiguities.** The parties acknowledge that they have the right to be advised by legal counsel with respect to the negotiations, terms and conditions of this Contract, and the decision of whether to seek advice of legal counsel with respect to this Contract is the sole responsibility of each party. This Contract shall not be construed in favor of or against either party by reason of the extent to which each party participated in the drafting of the Contract.

**13.13 Amendments.** Neither this Contract nor any provision hereof may be changed, modified, amended or waived except by a written agreement executed by duly authorized representatives of City and Contractor. Any alleged oral amendments have no force or effect. The Purchasing Agent must sign all Contract amendments.

**13.14 Conflicts Between Terms.** If this Contract conflicts with an applicable local, state, or federal law, regulation, or court order, applicable local, state, or federal law, regulation, or court order shall control. Varying degrees of stringency among the main body of this Contract, the exhibits or attachments, and laws, regulations, or orders are not deemed conflicts, and the most stringent requirement shall control. Each party shall notify the other immediately upon the identification of any apparent conflict or inconsistency concerning this Contract.

**13.15 Survival of Obligations.** All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with this Contract, as well as all continuing obligations indicated in this Contract, shall survive, completion and acceptance of performance and termination, expiration or completion of the Contract.

**13.16 Confidentiality of Services.** All services performed by Contractor, and any sub-contractor(s) if applicable, including but not limited to all drafts, data, information, correspondence, proposals, reports of any nature, estimates compiled or composed by Contractor, are for the sole use of City, its agents, and employees. Neither the documents nor their contents shall be released by Contractor or any subcontractor to any third party without the prior written consent of City. This provision does not apply to information that: (1) was publicly known, or otherwise known to Contractor, at the time it was disclosed to Contractor by City; (2) subsequently becomes publicly known through no act or omission of Contractor; or (3) otherwise becomes known to Contractor other than through disclosure by City.

**13.17 Insolvency.** If Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, Contractor agrees to furnish, by certified mail or electronic commerce method authorized by the Contract, written notification of the bankruptcy to the Purchasing Agent and the Contract Administrator responsible for administering the Contract. This notification shall be furnished within five (5) days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of City contract numbers and contracting offices for all City contracts against which final payment has not been made. This obligation remains in effect until final payment is made under this Contract.

**13.18 No Third Party Beneficiaries.** Except as may be specifically set forth in this Contract, none of the provisions of this Contract are intended to benefit any third party not specifically referenced herein. No party other than City and Contractor shall have the right to enforce any of the provisions of this Contract.

**13.19 Actions of City in its Governmental Capacity.** Nothing in this Contract shall be interpreted as limiting the rights and obligations of City in its governmental or regulatory capacity.

## EXHIBIT D

### WAGE REQUIREMENTS: SERVICE AND MAINTENANCE CONTRACTS EXECUTED ON OR AFTER JANUARY 1, 2015

By signing this Contract, Bidder certifies that he or she is aware of the wage provisions described herein and shall comply with such provisions before commencing services.

**A. PREVAILING WAGES.** 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, Bidder and its subcontractors shall comply with State prevailing wage laws including, but not limited to, the requirements listed below. This requirement is in addition to the requirement to pay Living Wage pursuant to San Diego Municipal Code Chapter 2, Article 2, Division 42. Bidder must determine which per diem rate is highest for each classification of work (i.e. Prevailing Wage Rate or Living Wage Rate), and pay the highest of the two rates to their employees. Living Wage applies to workers who are not subject to Prevailing Wage Rates.

**1. Compliance with Prevailing Wage Requirements.** Pursuant to sections 1720 through 1861 of the California Labor Code, Bidder 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.** Copies of such prevailing rate of per diem wages are on file at the City of San Diego's Equal Opportunity Contracting Department 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>. Bidder 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.

**1.2.** 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.

**2. Penalties for Violations.** Bidder 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.

**3. Payroll Records.** Bidder 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. Bidder shall require its subcontractors to also comply with section 1776. Bidder and its subcontractors shall submit weekly certified payroll records online via the City's web-based Labor Compliance Program. Bidder is responsible for ensuring its subcontractors submit certified payroll records to the City. Bidder and its subcontractors shall also furnish the records specified in Labor Code section 1776 directly to the Labor Commissioner in the manner required in Labor Code section 1771.4.

**4. Apprentices.** Bidder and its subcontractors shall comply with California Labor Code sections 1777.5, 1777.6 and 1777.7 concerning the employment and wages of apprentices. Bidder shall be held responsible for their compliance as well as the compliance of their subcontractors with sections 1777.5, 1777.6 and 1777.7.

**5. Working Hours.** Bidder and its 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 design professionals 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.

**6. Required Provisions for Subcontracts.** Bidder 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.

**7. Labor Code Section 1861 Certification.** Bidder in accordance with California Labor Code section 3700 is required to secure the payment of compensation of its employees and by signing this Contract, Bidder 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."

**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 Equal Opportunity Contracting Department at 619-236-6000.

**9. Contractor and Subcontractor Registration Requirements.** This project is subject to compliance monitoring and enforcement by the DIR. A Bidder or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or enter into any contract for public work, as defined in this chapter of the Labor Code unless currently registered and qualified to perform the work pursuant to Section 1725.5. In accordance with Labor Code section 1771.1(a), "[i]t 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."

**9.1.** A Bidder's inadvertent error in listing a subcontractor who is not registered pursuant to Labor Code section 1725.5 in a 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 contractor pursuant to Public Contract Code section 4107.

**9.2.** A Contract entered into with any Bidder or subcontractor in violation of Labor Code section 1771.1(a) shall be subject to cancellation, provided that a Contract for public work shall not be unlawful, void, or voidable solely due to the failure of the awarding body, Bidder, or any subcontractor to comply with the requirements of section 1725.5 of this section.

**9.3.** By submitting a bid or proposal to the City, Bidder is certifying that he or she has verified that all subcontractors used on this public works project are registered with the DIR in compliance with Labor Code sections 1771.1 and 1725.5, and Bidder 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.

**10. Stop Order.** For Bidder or its subcontractor(s) 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 Bidder or unregistered subcontractor(s) on ALL public works until the unregistered Bidder or unregistered subcontractor(s) is registered. Failure to observe a stop order is a misdemeanor.

**11. List of all Subcontractors.** The City may ask Bidder for the most current list of subcontractors (regardless of tier), along with their DIR registration numbers,



utilized on this contract at any time during performance of this contract, and Bidder shall provide the list within ten (10) working days of the City's request. Additionally, Bidder shall provide the City with a complete list of all subcontractors utilized on this contract (regardless of tier), within ten working days of the completion of the contract, along with their DIR registration numbers. The City shall withhold final payment to Bidder until at least 30 days after this information is provided to the City.

**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 Bidder shall still comply with Labor Code sections 1720 et. seq. The only recognized exemptions are listed below:

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

**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 Bidder will need to keep those records for at least three years following the completion of the contract. (Labor Code section 1771.4).

**12.3. List of all Subcontractors.** The Bidder shall not be required to hire only registered subcontractors and is exempt from submitting the list of all subcontractors that is required in section 11 above. (Labor Code section 1773.3).

**B. Living Wages.** This Contract is subject to the City's Living Wage Ordinance (LWO), codified in San Diego Municipal Code Chapter 2, Article 2, Division 42. Bidder agrees to require all of its subcontractors, sublessees, and concessionaires subject to the LWO to comply with the LWO and all applicable regulations and rules.

**1. Payment of Living Wages.** Pursuant to San Diego Municipal Code section 22.4220(a), Bidder and its subcontractors shall ensure that all workers who perform work under this Contract are paid not less than the required minimum hourly wage rates and health benefits rate unless an exemption applies.

**1.1** Copies of such living wage rates are available on the City website at <https://www.sandiego.gov/purchasing/programs/livingwage/>. Bidder and its subcontractors shall post a notice informing workers of their rights at each job site or a site frequently accessed by covered employees in a prominent and accessible place in accordance with San Diego Municipal Code section 22.4225(e).

**1.2** LWO wage and health benefit rates are adjusted annually in accordance with San Diego Municipal Code section 22.4220(b) to reflect the Consumer Price Index. Service contracts, financial assistance agreements, and City facilities agreements must include this upward adjustment of wage rates to covered employees on July 1 of each year.

**2. Compensated Leave.** Pursuant to San Diego Municipal Code section 22.4220(c), Bidder and its subcontractors shall provide a minimum of eighty (80)



hours per year of compensated leave. Part-time employees must accrue compensated leave at a rate proportional to full-time employees.

**3. Uncompensated Leave.** Bidder and its subcontractors must also permit workers to take a minimum of eighty (80) hours of uncompensated leave per year to be used for the illness of the worker or a member of his or her immediate family when the worker has exhausted all accrued compensated leave.

**4. Enforcement and Remedies.** City will take any one or more of the actions listed in San Diego Municipal Code section 22.4230 should Bidder or its subcontractors are found to be in violation of any of the provisions of the LWO.

**5. Payroll Records.** Bidder and its subcontractors shall submit weekly certified payroll records online via the City's web-based Labor Compliance Program. Bidder is responsible for ensuring its subcontractors submit certified payroll records to the City.

**5.1** For contracts subject to both living wage and prevailing wage requirements, only one submittal will be required. Submittals by a Bidder and all subcontractors must comply with both ordinance requirements.

**6. Certification of Compliance.** San Diego Municipal Code section 22.4225 requires each Bidder to fill out and file a living wage certification with the Living Wage Program Manager within thirty (30) days of Award of the Contract.

**7. Annual Compliance Report.** Bidder and its subcontractors must file an annual report documenting compliance with the LWO pursuant to San Diego Municipal Code section 22.4225(d). Records documenting compliance must be maintained for a minimum of three (3) years after the City's final payment on the service contract or agreement.

**8. Exemption from Living Wage Ordinance.** Pursuant to San Diego Municipal Code section 22.4215, this Contract may be exempt from the LWO. For a determination on this exemption, Bidder must complete the Living Wage Ordinance Application for Exemption.

**C. Highest Wage Rate Applies.** Bidder is required to pay the highest applicable wage rate where more than one wage rate applies.

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

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Safe USA, Inc., a corporation, as principal, and U.S. Specialty 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 **One Million Two Hundred Fifty Thousand Dollars and Zero Cents (\$1,250,000)** for the faithful performance of the annexed contract, **10090227-25-C, As-Needed Crack Seal Services**, and in the sum of **One Million Two Hundred Fifty Thousand Dollars and Zero Cents (\$1,250,000)** for the benefit of laborers and materialmen designated below, effective for one (1) year, commencing on **the effective date**. Notwithstanding anything in the contract or Exhibit E to the contrary, this bond is effective for one (1) year, commencing on 07/01/25 to 6/30/26. Surety's annual renewal of this bond shall not be unreasonably withheld for the life of the contract. Any increase in the penal sum in excess of \$1,250,000 requires express written approval of the parties, which shall not be unreasonably withheld. Surety's election not to renew or approve an increase shall not be the sole basis of a claim against this bond.

**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.



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

THE CITY OF SAN DIEGO

APPROVED AS TO FORM

By: [Signature]

Print Name: Christin C. Abarran  
Mayor or designee  
Director, Purchasing & Contracting

Date: July 28, 2025

Heather Ferbert, City Attorney

By: [Signature]

Print Name: Ray Palamaci  
Deputy City Attorney

Date: 7/28/25

CONTRACTOR Safe USA, Inc.

By: [Signature]

Print Name: Jacob Coptenas

Date: 5/2/2025

SURETY U.S. Specialty Insurance Company

By: [Signature]

Attorney-In-Fact

Print Name: Paul Lindinger

Date: 1st of May 2025

801 S. Figueroa St, Ste 700, Los Angeles, CA 90017

Local Address of Surety

310-649-0990

Local Phone Number of Surety

\$31,250.00

Premium

100955270

Bond Number

## ACKNOWLEDGMENT

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

State of California  
County of LOS ANGELES

On MAY 01 2025 before me, P. KANEGAWA PEREZ, NOTARY PUBLIC  
(insert name and title of the officer)

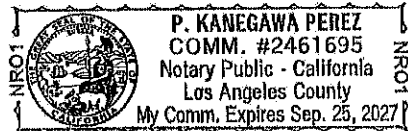
personally appeared PAUL LINDINGER  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s)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

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

WITNESS my hand and official seal.

Signature

(Seal)





TOKIO MARINE  
HCC

## POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That, U.S. SPECIALTY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint,

### PAUL LINDINGER

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver bond number 100955270, Issued in the course of its business and to bind the Company thereby, in an amount not to exceed Three million and 00/100 (\$3,000,000.00). Said appointment is made under and by authority of the following resolutions of the Board of Directors of U. S. Specialty Insurance Company:

"Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be It Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." Adopted by unanimous written consent in lieu of meeting on September 1<sup>st</sup>, 2011.

The Attorney-in-Fact named above may be an agent or a broker of the Company. The granting of this Power of Attorney is specific to this bond and does not indicate whether the Attorney-in-Fact is or is not an appointed agent of the Company.

IN WITNESS WHEREOF, U.S. Specialty Insurance Company has caused its seal to be affixed hereto and executed by its Senior Vice President on this 20<sup>th</sup> day of November, 2024.



U.S. SPECIALTY INSURANCE COMPANY

By:

Adam S. Pessin  
Adam S. Pessin, Senior Vice President

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 Los Angeles

On this 20<sup>th</sup> day of November, 2024, before me, D. Littlefield, a notary public, personally appeared Adam S. Pessin, Senior Vice President of U.S. Specialty Insurance Company, who proved to me on the basis of satisfactory evidence, to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person 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

D. Littlefield

(seal)



I, Kio Lo, Assistant Secretary of U.S. Specialty Insurance Company, do hereby certify that the Power of Attorney and the resolution adopted by the Board of Directors of said Company as set forth above, are true and correct transcripts thereof and that neither the said Power of Attorney nor the resolution have been revoked and they are now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 1st day of May, 2025.

Bond No. 100955270  
Agency No. 18488



Kio Lo  
Kio Lo, Assistant Secretary



# CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

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

State of California }

County of San Bernardino }

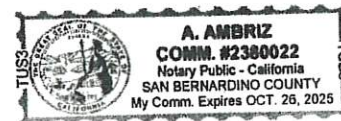
On 05/02/2025 before me, A. Ambriz Notary Public  
(Here insert name and title of the officer)

personally appeared Jacob Coplenas  
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.

AA  
Notary Public Signature



## ADDITIONAL OPTIONAL INFORMATION

### DESCRIPTION OF THE ATTACHED DOCUMENT

Title or description of attached document

Title or description of attached document (continued)

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

### CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual(s)  
☐ Corporate Officer  
\_\_\_\_\_  
(Title)  
☐ Partner(s)  
☐ Attorney-in-Fact  
☐ Trustee(s)  
☐ Other \_\_\_\_\_

### INSTRUCTIONS FOR COMPLETING THIS FORM

- This form complies with the current California statutes regarding notary wording and should be completed and attached to the document to which it is acknowledged. It is not to be used as a substitute for the document being acknowledged, and it is not to be used as a substitute for the document being acknowledged.*
- State and County information must be the state and county where the document is being personally signed by the person(s) acknowledging.
  - Date of notarization must be the date that the signer(s) personally appeared, and must be the same date the acknowledgment is completed.
  - The notary public must print his or her name as it appears on the notary public commission following the comma and then "Notary Public."
  - That the number of documents signed, whether multiple, appears on the notary public commission.
  - Indicate the language in which the document is signed. If the document is signed in a language other than English, the notary public must indicate the language in which the document is signed.
  - The notary seal impression must be clear and legible. If the notary seal impression is not clear and legible, the notary public must indicate the reason for the impression being unclear and legible.
  - Signature of the notary public must be the signature of the notary public as it appears on the notary public commission.
  - Additional information is not required but could help to identify the document to which this acknowledgment is attached to a different document.
  - Indicate title or type of attached document, number of pages, and date.
  - Indicate the capacity claimed by the signer to the claimed capacity.
  - If the signer is a corporate officer, indicate the title of the corporate officer.
  - Securely attach this document to the signed document with a staple.

**EXHIBIT F**  
**CITY REQUIRED FORMS**

Contractor Standards Pledge of Compliance

Equal Opportunity Contracting forms, including Contractors Certification of Pending  
Actions and Work Force Report

Living Wage Ordinance Certification of Compliance

City of San Diego  
**CONTRACTOR STANDARDS**  
**Pledge of Compliance**

The City of San Diego has adopted a Contractor Standards Ordinance (CSO) codified in section 22.3004 of the San Diego Municipal Code (SDMC). The City of San Diego uses the criteria set forth in the CSO to determine whether a contractor (bidder or proposer) has the capacity to fully perform the contract requirements and the business integrity to justify the award of public funds. This completed Pledge of Compliance signed under penalty of perjury must be submitted with each bid and proposal. If an informal solicitation process is used, the bidder must submit this completed Pledge of Compliance to the City prior to execution of the contract. All responses must be typewritten or printed in ink. If an explanation is requested or additional space is required, Contractors must provide responses on Attachment A to the Pledge of Compliance and sign each page. Failure to submit a signed and completed Pledge of Compliance may render a bid or proposal non-responsive. In the case of an informal solicitation or cooperative procurement, the contract will not be awarded unless a signed and completed Pledge of Compliance is submitted. A submitted Pledge of Compliance is a public record and information contained within will be available for public review except to the extent that such information is exempt from disclosure pursuant to applicable law.

By signing and submitting this form, the contractor is certifying, to the best of their knowledge, that the contractor and any of its Principals have not within a five (5) year period – preceding this offer, been convicted of or had a civil judgement rendered against them for commission of a fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) contract or subcontract.

"Principal" means an officer, director, owner, partner or a person having primary management or supervisory responsibilities within the firm. The Contractor shall provide immediate written notice to the Procurement Contracting Officer handling the solicitation, at any time prior to award should they learn that this Representations and Certifications was inaccurate or incomplete.

This form contains 10 pages, additional information may be submitted as part of **Attachment A**.

**A. BID/PROPOSAL/SOLICITATION TITLE:**

As-Needed Crack Seal Services #10090227-25-C

**B. BIDDER/PROPOSER INFORMATION:**

Safe Usa, Inc.

Legal Name	DBA
<u>1030N. Mountain Ave # 180 Ontario</u>	<u>CA 91762</u>
Street Address	City State Zip
<u>Jacob Copenas - President</u>	<u>714-743-7401</u>
Contact Person, Title	Phone Fax
	<u>909-988-6131</u>

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). Use additional pages if necessary.

\* 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.

<u>Jacob Coptnas</u>	<u>President</u>
Name	Title/Position
<u>Ontario, California</u>	
City and State of Residence	Employer (if different than Bidder/Proposer)
<u>90%</u>	
Interest in the transaction	

<u>Monica Coptnas</u>	<u>Secretary</u>
Name	Title/Position
<u>Ontario, California</u>	
City and State of Residence	Employer (if different than Bidder/Proposer)
<u>10%</u>	
Interest in the transaction	

Name	Title/Position
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	

Name	Title/Position
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	

Name	Title/Position
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	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

**C. OWNERSHIP AND NAME CHANGES:**

1. In the past five (5) years, has your firm changed its name?

☐ Yes ☒ No

If **Yes**, use Attachment A to list all prior legal and DBA names, addresses, and dates each firm name was used. Explain the specific reasons for each name change.

2. Is your firm a non-profit?

☐ Yes ☒ No

If **Yes**, attach proof of status to this submission.

3. In the past five (5) years, has a firm owner, partner, or officer operated a similar business?

☐ Yes ☒ No

If **Yes**, use Attachment A to list names and addresses of all businesses and the person who operated the business. Include information about a similar business only if an owner, partner, or officer of your firm holds or has held a similar position in another firm.

**D. BUSINESS ORGANIZATION/STRUCTURE:**

Indicate the organizational structure of your firm. Fill in only one section on this page. Use Attachment A if more space is required.

☒ **Corporation** Date incorporated: 8/31/2009 State of incorporation: California

List corporation's current officers:

President:	<u>Jacob Coptenas</u>
Vice Pres:	<u>Jacob Coptenas</u>
Secretary:	<u>Monica Coptenas</u>
Treasurer:	<u>Jacob Coptenas</u>

Type of corporation: C ☒ Subchapter S ☐

Is the corporation authorized to do business in California: ☒ Yes ☐ No

If **Yes**, after what date: 8/31/2009

Is your firm a publicly traded corporation? ☐ Yes ☒ No

If Yes, how and where is the stock traded? \_\_\_\_\_

If Yes, list the name, title and address of those who own ten percent (10 %) or more of the corporation's stocks:

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Do the President, Vice President, Secretary and/or Treasurer of your corporation have a third party interest or other financial interests in a business/enterprise that performs similar work, services or provides similar goods? ☐ Yes ☒ No

If Yes, please use Attachment A to disclose.

Please list the following: Authorized Issued Outstanding

a. Number of voting shares:	_____	_____	_____
b. Number of nonvoting shares:	_____	_____	_____
c. Number of shareholders:			
d. Value per share of common stock:		Par	\$ _____
		Book	\$ _____
		Market	\$ _____

Limited Liability Company Date formed: \_\_\_\_\_ State of formation: \_\_\_\_\_

List the name, title and address of members who own ten percent (10%) or more of the company:

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☐ Partnership Date formed: \_\_\_\_\_ State of formation: \_\_\_\_\_

List names of all firm partners:

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☐ Sole Proprietorship Date started: \_\_\_\_\_

List all firms you have been an owner, partner or officer with during the past five (5) years. Do not include ownership of stock in a publicly traded company:

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☐ Joint Venture Date formed: \_\_\_\_\_

List each firm in the joint venture and its percentage of ownership:



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**Note:** To be responsive, each member of a Joint Venture or Partnership must complete a separate *Contractor Standards form*.

**E. FINANCIAL RESOURCES AND RESPONSIBILITY:**

1. Is your firm preparing to be sold, in the process of being sold, or in negotiations to be sold?

☐ Yes ☒ No

If **Yes**, use Attachment A to explain the circumstances, including the buyer's name and principal contact information.

2. In the past five (5) years, has your firm been denied bonding?

☐ Yes ☒ No

If **Yes**, use Attachment A to explain specific circumstances; include bonding company name.

3. In the past five (5) years, has a bonding company made any payments to satisfy claims made against a bond issued on your firm's behalf or a firm where you were the principal?

☐ Yes ☒ No

If **Yes**, use Attachment A to explain specific circumstances.

4. In the past five (5) years, has any insurance carrier, for any form of insurance, refused to renew the insurance policy for your firm?

☐ Yes ☒ No

If **Yes**, use Attachment A to explain specific circumstances.

5. Within the last five years, has your firm filed a voluntary petition in bankruptcy, been adjudicated bankrupt, or made a general assignment for the benefit of creditors?

☐ Yes ☒ No

If **Yes**, use Attachment A to explain specific circumstances.

6. Are there any claims, liens or judgements that are outstanding against your firm?

☐ Yes ☒ No

If **Yes**, please use Attachment A to provide detailed information on the action.

7. Please provide the name of your principal financial institution for financial reference. By submitting a response to this Solicitation Contractor authorizes a release of credit information for verification of financial responsibility.

Name of Bank: Chase Manhattan Bank

Point of Contact: Customer Service

Address: 1070 N. Mountain Ave, Ontario, Ca. 91762

Phone Number: 909-983-6135

8. By submitting a response to a City solicitation, Contractor certifies that he or she has sufficient operating capital and/or financial reserves to properly fund the requirements identified in the solicitation. At City's request, Contractor will promptly provide to City

a copy of Contractor's most recent balance sheet and/or other necessary financial statements to substantiate financial ability to perform.

9. In order to do business in the City of San Diego, a current Business Tax Certificate is required. Business Tax Certificates are issued by the City Treasurer's Office. If you do not have one at the time of submission, one must be obtained prior to award.

Business Tax Certificate No.: B 2022014635 Year Issued: 12/01/2024

**F. PERFORMANCE HISTORY:**

1. In the past five (5) years, has your firm been found civilly liable, either in a court of law or pursuant to the terms of a settlement agreement, for defaulting or breaching a contract with a government agency?

☐ Yes ☒ No

If Yes, use Attachment A to explain specific circumstances.

2. In the past five (5) years, has a public entity terminated your firm's contract for cause prior to contract completion?

☐ Yes ☒ No

If Yes, use Attachment A to explain specific circumstances and provide principal contact information.

3. In the past five (5) years, has your firm entered into any settlement agreement for any lawsuit that alleged contract default, breach of contract, or fraud with or against a public entity?

☐ Yes ☒ No

If Yes, use Attachment A to explain specific circumstances.

4. Is your firm currently involved in any lawsuit with a government agency in which it is alleged that your firm has defaulted on a contract, breached a contract, or committed fraud?

☐ Yes ☒ No

If Yes, use Attachment A to explain specific circumstances.

5. In the past five (5) years, has your firm, or any firm with which any of your firm's owners, partners, or officers is or was associated, been debarred, disqualified, removed, or otherwise prevented from bidding on or completing any government or public agency contract for any reason?

☐ Yes ☒ No

If Yes, use Attachment A to explain specific circumstances.

6. In the past five (5) years, has your firm received a notice to cure or a notice of default on a contract with any public agency?

☐ Yes ☒ No

If Yes, use Attachment A to explain specific circumstances and how the matter resolved.

7. Performance References:

Please provide a minimum of three (3) references familiar with work performed by your firm which was of a similar size and nature to the subject solicitation within the last five (5) years.

Please note that any references required as part of your bid/proposal submittal are in addition to those references required as part of this form.

Company Name: City of Ontario



Contact Name and Phone Number: Casey Cameron 909-395-2634

Contact Email: CCameron@ontario.gov

Address: 1425 S. Bon View Ave. Ontario, Ca. 91761

Contract Date: 7/1/2020

Contract Amount: \$ 306,000

Requirements of Contract: Crack Sealing Services From 2020 to 2025

Company Name: County of San Bernardino

Contact Name and Phone Number: Anthony Montano 909-501-7993

Contact Email: anthony.Montano@dpw.sbcounty.gov

Address: 825 East Third street, room 207 San Bernardino, Ca. 92415

Contract Date: 7/14/2024

Contract Amount: \$ 194,370.20

Requirements of Contract: Crack Sealing county Roads in Wrightwood

Company Name: City of San Diego

Contact Name and Phone Number: Eric Luong 619-527-8044

Contact Email: ELuong@sanidiego.gov

Address: 2781 Caminito Chollas, San Diego, Ca. 92105

Contract Date: October 18, 2022

Contract Amount: \$ 3,000,000

Requirements of Contract: As Needed crack seal services

#### G. COMPLIANCE:

1. In the past five (5) years, has your firm or any firm owner, partner, officer, executive, or manager been criminally penalized or found civilly liable, either in a court of law or pursuant to the terms of a settlement agreement, for violating any federal, state, or local law in performance of a contract, including but not limited to, laws regarding health and safety, labor and employment, permitting, and licensing laws?

☐ Yes ☒ No

If Yes, use Attachment A to explain specific circumstances surrounding each instance. Include the name of the entity involved, the specific infraction(s) or violation(s), dates of instances, and outcome with current status.

2. In the past five (5) years, has your firm been determined to be non-responsible by a public entity?

☐ Yes ☒ No

If **Yes**, use Attachment A to explain specific circumstances of each instance. Include the name of the entity involved, the specific infraction, dates, and outcome.

#### H. BUSINESS INTEGRITY:

1. In the past five (5) years, has your firm been convicted of or found liable in a civil suit for making a false claim or material misrepresentation to a private or public entity?

☐ Yes ☒ No

If **Yes**, use Attachment A to explain specific circumstances of each instance. Include the entity involved, specific violation(s), dates, outcome and current status.

2. In the past five (5) years, has your firm or any of its executives, management personnel, or owners been convicted of a crime, including misdemeanors, or been found liable in a civil suit involving the bidding, awarding, or performance of a government contract?

☐ Yes ☒ No

If **Yes**, use Attachment A to explain specific circumstances of each instance; include the entity involved, specific infraction(s), dates, outcome and current status.

3. In the past five (5) years, has your firm or any of its executives, management personnel, or owners been convicted of a federal, state, or local crime of fraud, theft, or any other act of dishonesty?

☐ Yes ☒ No

If **Yes**, use Attachment A to explain specific circumstances of each instance; include the entity involved, specific infraction(s), dates, outcome and current status.

4. Do any of the Principals of your firm have relatives that are either currently employed by the City or were employed by the City in the past five (5) years?

☐ Yes ☒ No

If **Yes**, please disclose the names of those relatives in Attachment A.

#### I. BUSINESS REPRESENTATION:

1. Are you a local business with a physical address within the County of San Diego?

☐ Yes ☒ No

2. Are you a certified Small and Local Business Enterprise certified by the City of San Diego?

☐ Yes ☒ No

Certification # \_\_\_\_\_

3. Are you certified as any of the following:

a. Disabled Veteran Business Enterprise Certification # \_\_\_\_\_

b. Woman or Minority Owned Business Enterprise Certification # \_\_\_\_\_

c. Disadvantaged Business Enterprise Certification # \_\_\_\_\_

*Small Business Enterprise - 2037355*

#### J. WAGE COMPLIANCE:

In the past five (5) years, has your firm been required to pay back wages or penalties for failure to comply with the federal, state or local **prevailing, minimum, or living wage laws**? ☐ Yes ☐ No If **Yes**, use Attachment A to explain the specific circumstances of each instance. Include the entity involved, the specific infraction(s), dates, outcome, and current status.

By signing this Pledge of Compliance, your firm is certifying to the City that you will comply with the requirements of the Equal Pay Ordinance set forth in SDMC sections 22.4801 through 22.4809.



# K. STATEMENT OF SUBCONTRACTORS & SUPPLIERS:

Please provide the names and information for all subcontractors and suppliers used in the performance of the proposed contract, and what portion of work will be assigned to each subcontractor. Subcontractors may not be substituted without the written consent of the City. Use Attachment A if additional pages are necessary. If no subcontractors or suppliers will be used, please write "Not Applicable."

Company Name: NONE

Address: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Contractor License No.: \_\_\_\_\_ DIR Registration No.: \_\_\_\_\_

Sub-Contract Dollar Amount: \$ \_\_\_\_\_ (per year) \$ \_\_\_\_\_ (total contract term)

Scope of work subcontractor will perform: \_\_\_\_\_

Identify whether company is a subcontractor or supplier: \_\_\_\_\_

Certification type-(check all that apply): ☐DBE ☐DVBE ☐ELBE ☐MBE ☐SLBE ☐WBE ☐Not Certified

Contractor must provide valid proof of certification with the response to the bid or proposal to receive participation credit.

Company Name: Maxwell Products

Address: 650 Delong street, Salt Lake city, UT 84104

Contact Name: Mark Avery Phone: 818-318-5030 Email: mark.avery@maxwellproducts.com

Contractor License No.: \_\_\_\_\_ DIR Registration No.: \_\_\_\_\_

Sub-Contract Dollar Amount: \$ \_\_\_\_\_ (per year) \$ \_\_\_\_\_ (total contract term)

Scope of work subcontractor will perform: \_\_\_\_\_

Identify whether company is a subcontractor or supplier: Supplier

Certification type (check all that apply): ☐DBE ☐DVBE ☐ELBE ☐MBE ☐SLBE ☐WBE ☐Not Certified

Small Business Enterprise - see Attached  
Contractor must provide valid proof of certification with the response to the bid or proposal to receive participation credit.

# L. STATEMENT OF AVAILABLE EQUIPMENT:

A full inventoried list of all necessary equipment to complete the work specified may be a requirement of the bid/proposal submission.

By signing and submitting this form, the Contractor certifies that all required equipment included in this bid or proposal will be made available one week (7 days) before work shall commence. In instances where the required equipment is not owned by the Contractor, Contractor shall explain how the equipment will be made available before the commencement of work. The City of San

Diego reserves the right to reject any response, in its opinion, if the Contractor has not demonstrated he or she will be properly equipped to perform the work in an efficient, effective manner for the duration of the contract period.

**M. TYPE OF SUBMISSION:** This document is submitted as:

- ☐ Initial submission of *Contractor Standards Pledge of Compliance*
- ☐ Initial submission of *Contractor Standards Pledge of Compliance* as part of a Cooperative agreement
- ☐ Initial submission of *Contractor Standards Pledge of Compliance* as part of a Sole Source agreement
- ☒ Update of prior *Contractor Standards Pledge of Compliance* dated 7-1-2022

**Complete all questions and sign below.**

Under penalty of perjury under the laws of the State of California, I certify that I have read and understand the questions contained in this Pledge of Compliance, that I am responsible for 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 Purchasing Agent within five (5) business days if, at any time, I learn that any portion of this Pledge of Compliance is inaccurate. Failure to timely provide the Purchasing Agent with written notice is grounds for Contract termination.

I, on behalf of the firm, further certify that I and my firm will comply with the following provisions of SDMC section 22.3004:

- (a) I and my firm will comply with all applicable local, State and Federal laws, including health and safety, labor and employment, and licensing laws that affect the employees, worksite or performance of the contract.
- (b) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of receiving notice that a government agency has begun an investigation of me or my firm that may result in a finding that I or my firm is or was not in compliance with laws stated in paragraph (a).
- (c) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of a finding by a government agency or court of competent jurisdiction of a violation by the Contractor of laws stated in paragraph (a).
- (d) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of becoming aware of an investigation or finding by a government agency or court of competent jurisdiction of a violation by a subcontractor of laws stated in paragraph (a).
- (e) I and my firm will cooperate fully with the City during any investigation and to respond to a request for information within ten (10) working days.

**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 *Pledge of Compliance* is submitted.**

Jacob Capteras President

Name and Title



Signature

3-25-2025

Date

City of San Diego  
CONTRACTOR STANDARDS  
Attachment "A"

Provide additional information in space below. Use additional Attachment "A" pages as needed. Each page must be signed.  
Print in ink or type responses and indicate question being answered.

I have read the matters and statements made in this Contractor Standards Pledge of Compliance and attachments thereto and I know the same to be true of my own knowledge, except as to those matters stated upon information or belief and as to such matters, I believe the same to be true. I certify under penalty of perjury that the foregoing is true and correct.

Jacob Copleas, President  
Print Name, Title

  
Signature

3-25-2025  
Date



**EQUAL OPPORTUNITY CONTRACTING (EOC)**

1200 Third Avenue, Suite 200 • San Diego, CA 92101

Phone: (619) 236-6000 • Fax: (619) 236-5904

**BB. WORK FORCE REPORT**

The objective of the Equal Employment Opportunity Outreach Program, San Diego Municipal Code Sections 22.3501 through 22.3517, is to ensure that contractors doing business with the City, or receiving funds from the City, do not engage in unlawful discriminatory employment practices prohibited by State and Federal law. Such employment practices include, but are not limited to unlawful discrimination in the following: employment, promotion or upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training, including apprenticeship. Contractors are required to provide a completed Work Force Report (WFR).

**NO OTHER FORMS WILL BE ACCEPTED**

**CONTRACTOR IDENTIFICATION**

Type of Contractor: ☒ Construction ☐ Vendor/Supplier ☐ Financial Institution ☐ Lessee/Lessor  
☐ Consultant ☐ Grant Recipient ☐ Insurance Company ☐ Other

Name of Company: Safe Usa, Inc.

ADA/DBA: \_\_\_\_\_

Address (Corporate Headquarters, where applicable): 1030 N. Mountain Ave. #180

City: Ontario County: San Bernardino State: California Zip: 91762

Telephone Number: 909-983-0703 Fax Number: 909-988-6131

Name of Company CEO: Jacob Coptenas

Address(es), phone and fax number(s) of company facilities located in San Diego County (if different from above):

Address: NONE

City: \_\_\_\_\_ County: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_ Email: \_\_\_\_\_

Type of Business: Highway Improvements Type of License: C32

The Company has appointed: Monica Coptenas

As its Equal Employment Opportunity Officer (EEOO). The EEOO has been given authority to establish, disseminate and enforce equal employment and affirmative action policies of this company. The EEOO may be contacted at:

Address: 1030 N. Mountain Ave. #180, Ontario, Ca. 91762

Telephone Number: 909-983-0703 Fax Number: 909-988-6131 Email: monica@safeusa.com

☐ One San Diego County (or Most Local County) Work Force - Mandatory

☐ Branch Work Force \*

☒ Managing Office Work Force

Check the box above that applies to this WFR.

\*Submit a separate Work Force Report for all participating branches. Combine WFRs if more than one branch per county.

I, the undersigned representative of Safe Usa, Inc.

(Firm Name)

San Bernardino, California hereby certify that information provided

(County)

(State)

herein is true and correct. This document was executed on this 25<sup>th</sup> day of March, 2025

Monica G

(Authorized Signature)

Monica Coptenas

(Print Authorized Signature Name)



**WORK FORCE REPORT - Page 2**

NAME OF FIRM: Safe Usa, Inc.

DATE: 3/25/25

OFFICE(S) or BRANCH(ES): ontario

COUNTY: San Bernardino

INSTRUCTIONS: For each occupational category, indicate number of males and females in every ethnic group. Total columns in row provided. Sum of all totals should be equal to your total work force. Include all those employed by your company on either a full or part-time basis. The following groups are to be included in ethnic categories listed in columns below:

- |                                      |   |
|--------------------------------------|---|
| (1) Black or African-American        | (5) Native Hawaiian or Pacific Islander                 |
| (2) Hispanic or Latino               | (6) White   |
| (3) Asian                            | (7) Other race/ethnicity; not falling into other groups |
| (4) American Indian or Alaska Native |   |

Definitions of the race and ethnicity categories can be found on Page 4

ADMINISTRATION OCCUPATIONAL CATEGORY	(1) Black or African American		(2) Hispanic or Latino		(3) Asian		(4) American Indian/ Nat. Alaskan		(5) Pacific Islander		(6) White		(7) Other Race/ Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Management & Financial														
Professional														
A&E, Science, Computer														
Technical														
Sales														
Administrative Support				1								1		
Services														
Crafts														
Operative Workers														
Transportation														
Laborers*														

\*Construction laborers and other field employees are not to be included on this page

Totals Each Column				1								1		
--------------------	--	--	--	---	--	--	--	--	--	--	--	---	--	--

Grand Total All Employees

2

Indicate by Gender and Ethnicity the Number of Above Employees Who Are Disabled:

Disabled														
----------	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														



**WORK FORCE REPORT - Page 3**

NAME OF FIRM: Safe Usa, Inc.

DATE: 3/25/25

OFFICE(S) or BRANCH(ES): ontario

COUNTY: San Bernardino

INSTRUCTIONS: For each occupational category, indicate number of males and females in every ethnic group. Total columns in row provided. Sum of all totals should be equal to your total work force. Include all those employed by your company on either a full or part-time basis. The following groups are to be included in ethnic categories listed in columns below:

- |                                      |   |
|--------------------------------------|---|
| (1) Black or African-American        | (5) Native Hawaiian or Pacific Islander                 |
| (2) Hispanic or Latino               | (6) White   |
| (3) Asian                            | (7) Other race/ethnicity; not falling into other groups |
| (4) American Indian or Alaska Native |   |

Definitions of the race and ethnicity categories can be found on Page 4

TRADE OCCUPATIONAL CATEGORY	(1) Black or African American		(2) Hispanic or Latino		(3) Asian		(4) American Indian/ Nat. Alaskan		(5) Pacific Islander		(6) White		(7) Other Race/ Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Brick, Block or Stone Masons														
Carpenters														
Carpet, Floor & Tile Installers Finishers														
Cement Masons, Concrete Finishers														
Construction Laborers			6	1										
Drywall Installers, Ceiling Tile Inst														
Electricians														
Elevator Installers														
First-Line Supervisors/Managers														
Glaziers														
Helpers; Construction Trade														
Millwrights														
Misc. Const. Equipment Operators														
Painters, Const. & Maintenance														
Pipelayers, Plumbers, Pipe & Steam Fitters														
Plasterers & Stucco Masons														
Roofers														
Security Guards & Surveillance Officers														
Sheet Metal Workers														
Structural Metal Fabricators & Fitters														
Welding, Soldering & Brazing Workers														
Workers, Extractive Crafts, Miners			2	2										

Totals Each Column

6 1

**Grand Total All Employees**

7

Indicate By Gender and Ethnicity the Number of Above Employees Who Are Disabled:

Disabled



## AA. CONTRACTORS CERTIFICATION OF PENDING ACTIONS

As part of this Contract, the Contractor must provide to the City a list of all instances within the past 10 years where a complaint was filed or pending against the Contractor in a legal or administrative proceeding alleging that Contractor 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 Contractor has NOT been the subject of a complaint or pending action in a legal administrative proceeding alleging that Contractor discriminated against its employees, subcontractors, vendors or suppliers.



The undersigned certifies that within the past 10 years the Contractor has been the subject of a complaint or pending action in a legal administrative proceeding alleging that Contractor 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: Safe Usa, Inc

Certified By Monica Copenas Title Secretary  
Name

Monica C Date 3-25-25  
Signature

**LIVING WAGE ORDINANCE**  
**CERTIFICATION OF COMPLIANCE**  
REQUIRED BY SAN DIEGO MUNICIPAL CODE §22.4225(c)

**COMPANY INFORMATION**

Company Name: Safe Usa, Inc.

Company Address: 1030 N. Mountain Ave #180, Ontario, Ca. 91762

Company Contact Name: Jacob Coplemas

Contact Phone: 714-743-7401

**CONTRACT INFORMATION**

Contract Number (if no number, state location): 10090227-25-C

Start Date: 7/1/25

Contract Title (or description): As-Needed crack seal services

End Date: 7/1/26 up to 4 years

Purpose/Service Provided:

**TERMS OF COMPLIANCE**

A contractor or subcontractor working on or under the authority of an agreement subject to the Living Wage Ordinance [LWO] must comply with all applicable provisions unless specifically approved for an exemption. Basic requirements of the LWO are:

- (a) Pay covered employees the current fiscal year hourly wage rate;
- (b) If any lesser amount is applied toward the health benefits rate, add this difference to the hourly wage rate as cash;
- (c) Provide minimum of 80 compensated leave hours per year for illness, vacation, or personal need at the employee's request and permit 80 additional unpaid leave hours for personal or family illness when accrued compensated leave hours have been used;
- (d) Annually distribute a notice with the first paycheck after July 1 to inform all covered employees of LWO requirements, their possible right to Federal Earned Income Tax Credit, and possible availability of health insurance coverage under the Affordable Care Act;
- (e) Prohibit retaliation against any covered employee who alleges noncompliance with the requirements of the LWO;
- (f) Permit access for authorized City representatives to work sites and records to review compliance with the LWO; and
- (g) Maintain wage and benefit records for covered employees for 3 years after final payment.

If a subcontractor fails to submit this completed form, the prime contractor may be found in violation of the LWO for failure to ensure its subcontractor's compliance. This may result in a withholding of payments or termination of the agreement.

**CONTRACTOR CERTIFICATION**

By signing, the contractor certifies under penalty of perjury under laws of the State of California to the following:

- (a) comply with the requirements of the Living Wage Ordinance; and
- (b) will perform at least fifty percent (50%) of the work with its own employees.

Monica Coplemas

Name of Signatory

Monica Coplemas

Signature

Saretany

Title of Signatory

3/25/25

Date

**FOR OFFICIAL CITY USE ONLY**

Date of Receipt:

LWO Analyst:

Contract Number:









# 10090227-25-C - Contract

Final Audit Report

2025-07-18

Created:	2025-07-16
By:	Taylor J Cox (CoxTJ@sandiego.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAaw7xIk2BaRGD1GCAkBCQtwQGTNpA8lddy

## "10090227-25-C - Contract" History

-  Document created by Taylor J Cox (CoxTJ@sandiego.gov)  
2025-07-16 - 11:38:06 PM GMT- IP address: 130.41.194.94
-  Document emailed to monica@safeusa.com for signature  
2025-07-16 - 11:44:31 PM GMT
-  Email viewed by monica@safeusa.com  
2025-07-17 - 0:03:39 AM GMT- IP address: 104.28.111.147
-  Signer monica@safeusa.com entered name at signing as Monica Coplenas  
2025-07-18 - 10:38:51 PM GMT- IP address: 47.155.113.145
-  Document e-signed by Monica Coplenas (monica@safeusa.com)  
Signature Date: 2025-07-18 - 10:38:53 PM GMT - Time Source: server- IP address: 47.155.113.145
-  Agreement completed.  
2025-07-18 - 10:38:53 PM GMT



Adobe Acrobat Sign



RESOLUTION NUMBER R- **316338**

DATE OF FINAL PASSAGE **JUL 18 2025**

A RESOLUTION OF THE COUNCIL OF THE CITY OF  
SAN DIEGO AUTHORIZING THE AWARD OF A CONTRACT  
WITH SAFE USA, INC., FOR AS-NEEDED CRACK SEAL  
SERVICES AND RELATED ACTIONS.

RECITALS

The Council of the City of San Diego (Council) adopts this Resolution based on the following:

- A. The City of San Diego's Street Resurfacing Program funds asphalt overlays, slurry, cape, and crack seal treatments to replace and maintain the pavement surfaces on asphalt streets. Crack seal treatment is a cost-effective preventative maintenance strategy designed to extend the service life of asphalt pavement.
- B. The City's Transportation Department desires to enter into an as-needed crack seal services contract for ongoing crack seal treatment throughout the City for Fiscal Years 2026-2030.
- C. On March 11, 2025, the Transportation Department advertised and issued Invitation to Bid (ITB) No. 10090227-25-C for as-needed crack seal services with a not-to-exceed contract amount of \$5,000,000 and a contract duration of one year, with the option to extend the contract for four additional one-year periods. Safe USA, Inc. was the low bidder.
- D. The Office of the City Attorney prepared this Resolution based on the information provided by City staff (including information provided by affected third parties and verified by City staff), with the understanding that this information is complete and accurate.

ACTION ITEMS

Be it resolved by the Council of the City of San Diego:

1. The Council approves the Contract.



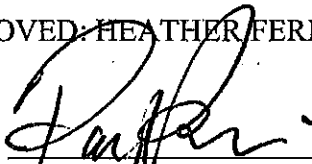


2. That the Mayor or designee is authorized, on the City's behalf, to sign and deliver the Contract. When signed by both parties, the Contract will be placed on file in the Office of the City Clerk as Document No. RR- **316338**.

3. The Chief Financial Officer is authorized to expend an amount not to exceed \$5,000,000 from the Transportation Department (2116), Gas Tax Fund (200118), in Fiscal Years 2026-2030, for the purpose of funding the Contract with Safe USA, Inc., contingent upon adoption of the Annual Appropriation Ordinance for the applicable fiscal year and contingent upon the Chief Financial Officer first furnishing a certification certifying that funds necessary for expenditure are, or will be, on deposit with the City Treasurer.

APPROVED: HEATHER FERBERT, City Attorney

By

  
Raymond C. Palmucci  
Deputy City Attorney

RCP:cw  
June 30, 2025  
Or.Dept: Transportation  
CC No.: N/A  
Doc. No.: 4101999



I certify that the Council of the City of San Diego adopted this Resolution at a meeting held on  
JUL 15 2025

DIANA J.S. FUENTES  
City Clerk

By Krystell Medina  
Deputy City Clerk

Approved: 7/18/25  
(date)

TODD GLORIA  
TODD GLORIA, Mayor

Vetoed: \_\_\_\_\_  
(date)

\_\_\_\_\_  
TODD GLORIA, Mayor





Passed by the Council of The City of San Diego on JUL 15 2025, by the following vote:

Councilmembers	Yeas	Nays	Not Present	Recused
Joe LaCava	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Jennifer Campbell	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Stephen Whitburn	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Henry Foster, III	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Marni von Wilpert	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Kent Lee	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Raul A. Campillo	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Vivian Moreno	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Sean Elo-Rivera	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Date of final passage JUL 18 2025.

(Please note: When a resolution is approved by the Mayor, the date of final passage is the date the approved resolution was returned to the Office of the City Clerk.)

AUTHENTICATED BY:

TODD GLORIA  
Mayor of The City of San Diego, California.

(Seal)

DIANA J.S. FUENTES  
City Clerk of The City of San Diego, California.

By Connie Patterson, Deputy

Office of the City Clerk, San Diego, California

Resolution Number R- **316338**



Passed by the Council of The City of San Diego on July 15, 2025, by the following vote:

**YEAS:** LACAVA, CAMPBELL, WHITBURN, FOSTER III, LEE, CAMPILLO,  
MORENO, & ELO-RIVERA.

**NAYS:** NONE.

**NOT PRESENT:** VON WILPERT.

**RECUSED:** NONE.

AUTHENTICATED BY:

**TODD GLORIA**

Mayor of The City of San Diego, California

**DIANA J.S. FUENTES**

City Clerk of The City of San Diego, California

(Seal)

By: Linda Irvin, Deputy

I HEREBY CERTIFY that the above and foregoing is a full, true, and correct copy of  
RESOLUTION NO. R-316338 approved on July 15, 2025. The date of final passage is  
July 18, 2025.

**DIANA J.S. FUENTES**

City Clerk of the City of San Diego, California

(Seal)

By: Linda Irvin, Deputy

