

# City of San Diego

CONTRACTOR'S NAME: R.J. Noble Company  
ADDRESS: 15505 E. Lincoln Ave., Orange, CA 92865  
TELEPHONE NO.: 714-637-1550 FAX NO.: jenniferdeiongh@rjnoblecompany.com  
CITY CONTACT: Ron McMinn, Contract Specialist, Email: [RMcMinn@sandiego.gov](mailto:RMcMinn@sandiego.gov)  
Phone No. (619) 533-4618  
N. Poomchongkho / T. Dinh / N. Alkuree

## BIDDING DOCUMENTS



FOR

## PACIFIC BEACH ROAD IMPROVEMENTS



BID NO.: K-26-2414-DBB-3  
SAP NO. (WBS/IO/CC): B-18140, B-18148, B-24135, B-25083  
CLIENT DEPARTMENT: 2116  
COUNCIL DISTRICT: 1  
PROJECT TYPE: ID

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

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

**BID DUE DATE:**

**2:00 PM  
SEPTEMBER 9, 2025**

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

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

## ENGINEER OF WORK

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

*Zach Barhoumi*  
For City Engineer

7/28/2025  
Date

Seal:



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## REQUIRED DOCUMENTS SCHEDULE DURING BIDDING AND AWARDING

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

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

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

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



ITEM	DOCUMENT TO BE SUBMITTED	WHEN DUE	FROM
11.	In-Use Off-Road Diesel Fueled Fleet Regulation (OFF-ROAD REGULATION) Compliance	Within 10 working days of receipt by bidder of contract forms and NOI	AWARDED BIDDER
12.	Listing of "Other Than First Tier" Subcontractors	Within 10 working days of receipt by bidder of contract forms	AWARDED BIDDER

## NOTICE INVITING BIDS

1. **SUMMARY OF WORK:** This is the City of San Diego's (City) solicitation process to acquire Construction services for **Pacific Beach Road Improvements**. For additional information refer to Attachment A.
2. **FULL AND OPEN COMPETITION:** This solicitation is subject to full and open competition and may be bid by Contractors on the City's approved Prequalified Contractors List. For information regarding the Contractors Prequalified list visit the City's web site: <http://www.sandiego.gov>.
3. **ESTIMATED CONSTRUCTION COST:** The City's estimated construction cost for this project is **\$2,390,000.00**.
4. **BID DUE DATE AND TIME ARE:** **September 9, 2025 at 2:00 PM**.
5. **PREVAILING WAGE RATES APPLY TO THIS CONTRACT:** Refer to Attachment D.
6. **LICENSE REQUIREMENT:** To be eligible for award of this contract, Prime contractor must possess the following licensing classification: **A**
7. **SUBCONTRACTING PARTICIPATION PERCENTAGES:** Subcontracting participation percentages apply to this contract.
  - 7.1. The City has incorporated **mandatory** SLBE-ELBE subcontractor participation percentages to enhance competition and maximize subcontracting opportunities. For the purpose of achieving the mandatory subcontractor participation percentages, a recommended breakdown of the SLBE and ELBE subcontractor participation percentages based upon certified SLBE and ELBE firms has also been provided to achieve the mandatory subcontractor participation percentages:

1. SLBE participation	<b>9.9%</b>
2. ELBE participation	<b>5.2%</b>
3. Total mandatory participation	<b>15.1%</b>
  - 7.2. The current list of Certified SLBE/ELBE Firms to be used for outreach for this project is posted to the Documents tab on PlanetBids.
  - 7.3. The Bid may be declared non-responsive if the Bidder fails to meet the following requirements:
    - 7.3.1. Include SLBE-ELBE certified subcontractors at the overall mandatory participation percentage identified in this document; OR
    - 7.3.2. Submit Good Faith Effort (GFE) documentation, saved in searchable Portable Document Format (PDF), demonstrating the Bidder made a good faith effort to conduct outreach to and include SLBE-ELBE Subcontractors as required in this solicitation by 5PM 3 Working Days after the Bid opening if the overall mandatory participation percentage is not met.

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

**8. PRE-BID MEETING:**

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

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

The Pre-Bid Meeting will be held on **Wednesday, August 20, 2025, at 10:00 AM (PDT)** at:

**Microsoft Teams** [Need help?](#)

[Join the meeting now](#)

**Meeting ID:** 240 062 478 105

**Passcode:** fd6Jc9K5

**Dial in by phone**

[+1 945-468-5511,,873205896#](#) United States, Los Angeles

[Find a local number](#)

**Phone Conference ID:** 873 205 896#

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

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

**9. AWARD PROCESS:**

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

**10. SUBMISSION OF QUESTIONS:**

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

Ron McMinn, Contract Specialist at [RMcMinn@sandiego.gov](mailto:RMcMinn@sandiego.gov)

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

## INSTRUCTIONS TO BIDDERS

### 1. PREQUALIFICATION OF CONTRACTORS:

- 1.1. Contractors submitting a Bid must be pre-qualified for the total amount proposed, including all alternate items, prior to the date of submittal. Bids from contractors who have not been pre-qualified as applicable and Bids that exceed the maximum dollar amount at which contractors are pre-qualified may be deemed **non-responsive** and ineligible for award.
- 1.2. If the applicant is a subsidiary of a parent company, the applicant may provide the consolidated audited financial statement of the parent company; provided, however, that the applicant submits a statement signed by a duly authorized representative of the parent company confirming that the parent company will guarantee the performance of any contract awarded to the applicant. The City may also require the parent company to execute a separate agreement with the City to guarantee the subsidiary's performance prior to executing any contract with the subsidiary.
- 1.3. The completed application must be submitted online no later than 2 weeks prior to the bid opening.
- 1.4. **Joint Venture Bidders Cumulative Maximum Bidding Capacity:** For projects with an engineer's estimate of \$30,000,000 or greater, Joint Ventures submitting bids may be deemed responsive and eligible for award if the cumulative maximum bidding capacity of the individual Joint Venture entities is equal to or greater than the total amount proposed.
  - 1.4.1. Each of the entities of the Joint Venture must have been previously prequalified at a minimum of \$15,000,000.
  - 1.4.2. Bids submitted with a total amount proposed of less than \$30,000,000 are not eligible for Cumulative Maximum Bidding Capacity prequalification. To be eligible for award in this scenario, the Joint Venture itself or at least one of the Joint Venture entities must have been prequalified for the total amount proposed.
  - 1.4.3. Bids submitted by Joint Ventures with a total amount proposed of \$30,000,000 or greater on a project with an engineer's estimate of less than \$30,000,000 are not eligible for Cumulative Maximum Bidding Capacity prequalification.
  - 1.4.4. The Joint Venture designated as the Apparent Low Bidder shall provide evidence of its corporate existence and furnish good and approved bonds in the name of the Joint Venture within 14 Calendar Days of receipt by the Bidder of a form of contract for execution.
- 1.5. Complete information and links to the on-line prequalification application are available at:  
<http://www.sandiego.gov/cip/bidopps/prequalification>

- 1.6. Due to the City's responsibility to protect the confidentiality of the contractors' information, City staff will not be able to provide information regarding contractors' prequalification status over the telephone. Contractors may access real-time information about their prequalification status via their vendor profile on [PlanetBids.™](#)

2. **ELECTRONIC FORMAT RECEIPT AND OPENING OF BIDS:** Bids will be received in electronic format (eBids) EXCLUSIVELY at the City of San Diego's electronic bidding (eBidding) site, at: <http://www.sandiego.gov/cip/bidopps/> and are due by the date, and time shown on the cover of this solicitation.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**7. INSURANCE REQUIREMENTS:**

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

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

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

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



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

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

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

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

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

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

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

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

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

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

**21. BID RESULTS:**

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

**22. THE CONTRACT:**

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

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

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

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

R.J. Noble Company, a corporation, as principal, and  
Western Surety Company, a corporation authorized to do  
 business in the State of California, as Surety, hereby obligate themselves, their successors and assigns,  
 jointly and severally, to The City of San Diego a municipal corporation in the sum of  
Two Million Six Hundred Fifty Three Thousand Seven Hundred Thirty Two Dollars and Seventy  
Cents. (\$2,653,732.70) for the faithful performance of the annexed contract, and in the sum of  
Two Million Six Hundred Fifty Three Thousand Seven Hundred Thirty Two Dollars and Seventy Cents.  
(\$2,653,732.70) for the benefit of laborers and materialmen designated below.

**Conditions:**

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

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

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

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

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

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

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




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


Executed on the 23rd day of September, 2025.

**CONTRACTOR**


R. J. NOBLE COMPANY

By: X 

Print Name: STEVEN L. MENDOZA, VICE PRESIDENT

Date:  09/23/2025 09/24/2025

**THE CITY OF SAN DIEGO**

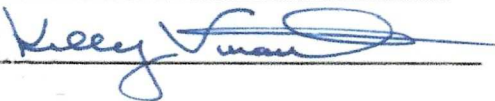
By: 

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

Date: 12/3/2025

**SURETY**

Western Surety Company

By: X 

Print Name: Kelly Vincent, Attorney-in-Fact  
Attorney-In-Fact

Date: September 23rd, 2025

2 Park Plaza, Suite 400, Irvine, CA 92614

Local Address of Surety

(949) 399-4920

Local Phone Number of Surety

\$6,634.00---


Premium

Bond No. 30259222

Bond Number

**APPROVED AS TO FORM**

**Heather Ferbert, City Attorney**

By: 

Print Name: RYAN P. GERBERT  
Deputy City Attorney

Date: 12/18/2025



**CALIFORNIA ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

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

State of California

County of ORANGE

On 09/24/2025

before me,

J. DEIONGH, NOTARY PUBLIC

Date

Here Insert Name and Title of the Officer

personally appeared STEVEN L. MENDOZA

Name(s) of Signer(s)

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



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

WITNESS my hand and official seal.

Signature

[Signature]  
Signature of Notary Public

Place Notary Seal and/or Stamp Above

**OPTIONAL**

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

**Description of Attached Document**

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

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

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

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

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

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

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: \_\_\_\_\_

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

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

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

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: \_\_\_\_\_

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



# 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 Orange }

On September 23rd, 2025 before me, Susan E. Morales, Notary Public,  
(Here insert name and title of the officer)

personally appeared Kelly Vincent,  
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.

Susan E. Morales  
Notary Public Signature

(Notary Public Seal)



## ADDITIONAL OPTIONAL INFORMATION

### DESCRIPTION OF THE ATTACHED DOCUMENT

Western Surety Company  
(Title or description of attached document)  
Performance Bond, Labor & Material Bond  
(Title or description of attached document continued)

Number of Pages 2 Document Date 9-23-25

### 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 current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.*

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they~~ - is /~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.



# Western Surety Company

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

**Know All Men By These Presents**, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**David S Jacobson, Kelly Vincent, Individually**

of Anaheim, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

### - In Unlimited Amounts -

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

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the shareholders of the corporation.

**In Witness Whereof**, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 29th day of July, 2024.



WESTERN SURETY COMPANY

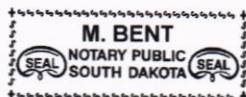
Larry Kasten, Vice President

State of South Dakota }  
County of Minnehaha } ss

On this 29th day of July, 2024, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



M. Bent, Notary Public

### CERTIFICATE

I, Paula Kolsrud, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law and Resolutions of the corporation printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 23rd day of September, 2025.



WESTERN SURETY COMPANY

Paula Kolsrud, Assistant Secretary

### Authorizing By-Laws and Resolutions

#### ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above Bylaw to execute power of attorneys on behalf of Western Surety Company.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27<sup>th</sup> day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

Go to [www.cnasurety.com](http://www.cnasurety.com) > Owner / Obligor Services > Validate Bond Coverage, if you want to verify bond authenticity.

## **ATTACHMENTS**

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

## SCOPE OF WORK

1. **SCOPE OF WORK:** Work will involve furnishing all labor, materials, equipment, services, quality assurance, and construction including but not limited to grinding, cold milling, hauling and disposal of the existing asphalt and concrete, installation of new pavement, and excavation for pavement base repairs for approximately 1.48 repair miles of streets. Work will also include installation of asphalt concrete with aramid fiber, adjustment of appurtenances to grade, sweeping, installation of curb ramps to meet ADA requirements, removal and replacement of cross gutter and alley apron, removal and replacement of commercial driveway, relocation of pedestrian push buttons, installation of new pedestrian push buttons and posts, replacement of traffic striping/markings, replacement of vehicle detector loops and stubs, and traffic control drawings.

1.1. The Work shall be performed in accordance with:

1.1.1. The Notice Inviting Bids, Plans numbered **41931-01-D** through **41931-04-D**, **40759-01-D** through **40759-08-D**, and **Appendix L - Mission Blvd South Loring Overlay Exhibits and Estimated Quantities**, inclusive.

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

See **Appendix E – Location Maps**

3. **CONTRACT TIME:** The Contract Time for completion of the Work shall be **115 Working Days**.

**ATTACHMENT B**

**RESERVED**

**ATTACHMENT C**

**EQUAL OPPORTUNITY CONTRACTING PROGRAM**



## EQUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP)

### SECTION A - GENERAL REQUIREMENTS

#### A. INTRODUCTION.

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

#### B. GENERAL.

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

#### C. DEFINITIONS.

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

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

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

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

**1. Nondiscrimination in Contracting Ordinance.**

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

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

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

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

**E.**

**EQUAL EMPLOYMENT OPPORTUNITY OUTREACH PROGRAM.**

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

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

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

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

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

**F. SUBCONTRACTING.**

1. The City encourages all eligible business enterprises to participate in City contracts as a Contractor, Subcontractor, and joint venture partner with you, your Subcontractors, or your Suppliers. You are encouraged to take positive steps to diversify and expand your Subcontractor solicitation base and to offer subcontracting opportunities to all eligible business firms including SLBEs, ELBEs, MBEs, WBEs, DBEs, DVBES, and OBEs.
2. For Subcontractor participation level requirements, see the Contract Documents where applicable.
3. For the purposes of achieving the mandatory Subcontractor participation percentages, City percentage calculations will not account for the following:
  - a) "Field Orders" and "City Contingency" Bid items.
  - b) Alternate Bid items.
  - c) Allowance Bid items designated as "EOC Type II".
4. Allowance Bid items designated as "EOC Type I" will be considered as part of the Base Bid and will be included in the percentage calculation.
5. Each joint venture partner shall be responsible for a clearly defined Scope of Work. In addition, an agreement shall be submitted and signed by all parties identifying the extent to which each joint venture partner shares in ownership, control, management, risk, and profits of the joint venture.

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

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

## H.

### **SUBCONTRACTOR AND SUPPLIER SUBSTITUTIONS.**

1. Listed Subcontractors and Suppliers shall not be substituted without the Express authorization of the City or its duly authorized agent.
2. Request for Subcontractor or Supplier substitution shall be made in writing to Purchasing & Contracting Department, Public Works Division, Attention Contract Specialist, 1200 3rd Ave., Suite 200, MS 56P, San Diego, CA 92101 with a copy to the Engineer.
3. The request shall include a thorough explanation of the reason(s) for the substitution, including dollar amounts and a letter from each substituted Subcontractor or Supplier stating that they (the Subcontractors or Suppliers) release all interest in working on the Project and written confirmation from the new Subcontractor or Supplier stating that they agree to work on the Project along with the dollar value of the Work to be performed.
4. Written approval of the substitution request shall be received by you or from the City or its authorized officer prior to any unlisted Subcontractor or Supplier performing Work on the Project.
5. Substitution of Subcontractors and Suppliers without authorization shall subject you to those penalties set forth in Public Contract Code §4110.
6. Requests for Supplier substitution shall be made in writing at least 10 Days prior to the provision of materials, supplies, or services by the proposed Supplier and shall include proof of written notice to the originally listed Supplier of the proposed substitution.
7. A Contractor whose Bid is accepted shall not:
  - a) Substitute a person as Subcontractor or Supplier in place of the Subcontractor or Supplier listed in the original bid, except that the City, or its duly authorized officer, may consent to the substitution of another person as a Subcontractor or Supplier in any of the following situations:
    - i. When the Subcontractor or Supplier listed in the Bid, after having a reasonable opportunity to do so, fails or refuses to execute a written Contract for the scope of work specified in the subcontractor's bid and at the price specified in the subcontractor's bid, when that written contract, based upon the general terms, conditions, plans, and specifications for the project involved or the terms of the subcontractor's written bid, is presented to the subcontractor by the prime contractor.
    - ii. When the listed Subcontractor or Supplier becomes insolvent or the subject of an order for relief in bankruptcy.
    - iii. When the listed Subcontractor or Supplier fails or refuses to perform his or her subcontract.
    - iv. When the listed Subcontractor fails or refuses to meet bond requirements as set forth in Public Contract Code §4108.

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

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

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



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

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

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

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

**K. CERTIFICATION.**

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

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

**L. CONTRACT RECORDS AND REPORTS.**

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

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

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

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

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

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

**B.**

**DEFINITIONS.**

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

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

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

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

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

**C. SUBCONTRACTOR PARTICIPATION.**

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

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

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

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

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

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

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

**E. JOINT VENTURES.**

- 1. The City may allow for Joint Venture bid discounts on some Contracts. Contracts that allow for Joint Venture bid discounts will be designated in Bid documents. A firm that is bidding or competing for City Contracts may partner with a certified SLBE or ELBE to compete for Contracts as a Joint Venture.
- 2. A Joint Venture shall be between two entities with the same discipline or license as required by the City. Joint ventures will receive bid discounts depending on the SLBE or ELBE percentage of participation. To be eligible for a discount, a Joint Venture Agreement shall be approved by the City at the time of Bid submittal. The maximum allowable discount shall be 5%. The parties shall agree to enter in the relationship for the life of the projects.
- 3. Joint Venture shall submit a Joint Venture Management Plan, a Joint Venture Agreement, or both at least 2 weeks prior to the Bid due date. Copies of the Joint Venture applications are available upon request to the Contract Specialist. Each agreement or management plan shall include the following:
  - a) Detailed explanation of the financial contribution for each partner.
  - b) List of personnel and equipment used by each partner.
  - c) Detailed breakdown of the responsibilities of each partner.
  - d) Explanation of how the profits and losses will be distributed.
  - e) Description of the bonding capacity of each partner.
  - f) Management or incentive fees available for any one of the partners (if any).
- 4. Each Joint Venture partner shall perform a Commercially Useful Function. An SLBE or ELBE that relies on the resources and personnel of a non-SLBE or ELBE firm will not be deemed to perform a Commercially Useful Function.



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

**F. MAINTAINING PARTICIPATION LEVELS.**

1. Credit and preference points are earned based on the level of participation proposed prior to the award of the Contract. Once the Project begins you shall achieve and maintain the SLBE-ELBE participation levels for which credit and preference points were earned. You shall maintain the SLBE-ELBE percentages indicated at the Award of Contract and throughout the Contract Time.
2. If the City modifies the original Scope of Work, you shall make reasonable efforts to maintain the SLBE-ELBE participation for which creditor preference points were earned. If participation levels will be reduced, approval shall be received from the City prior to making changes.
3. You shall notify and obtain written approval from the City in advance of any reduction in subcontract scope, termination, or substitution for a designated SLBE-ELBE Subcontractor. Failure to do so shall constitute a material breach of the Contract.
4. If you fail to maintain the SLBE-ELBE participation listed at the time the Contract is awarded and have not received prior approval from the City, the City may declare you in default and will be considered grounds for debarment under Chapter 2, Article 2, Division 8, of the San Diego Municipal Code.

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

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

**H. GOOD FAITH EFFORT DOCUMENTATION.**

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

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

**I. SUBCONTRACTOR SUBSTITUTION.**

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

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

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

**K. RESOURCES.**

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

## PREVAILING WAGE

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

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

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

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

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

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

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



**ATTACHMENT E**

**SUPPLEMENTARY SPECIAL PROVISIONS**

## SUPPLEMENTARY SPECIAL PROVISIONS

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

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

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

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

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

Holiday	Observed On
Juneteenth	June 19

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

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

### SECTION 3 – CONTROL OF THE WORK

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

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

#### 3-4 AUTHORITY OF THE BOARD AND THE ENGINEER. To the "WHITEBOOK", ADD the following:

4. See **Appendix M - Sample Contractor Performance Evaluation (CPE) Form**.

#### 3-8.7 Contractor's Quality Control Plan (QCP). To the "WHITEBOOK", ADD the following:

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

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

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

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

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

5. In preparation of the plans, exhibit, and Contract Documents, the designer has relied upon the following reports of explorations and tests at the Work Site:
  - a. Pavement Core Sample Results - B-18140 Mission Blvd Rd Imp UU30 – By the City of San Diego – Date April 24, 2019.
  - b. Pavement Core Sample Results - B-18148 Cass Rd Imp UU143 – By the City of San Diego – Date May 28, 2021.
  - c. Pavement Core Sample Results - B-24135 Mission Blvd South Loring Overlay – Date June 21, 2024.
6. The reports listed above are available for review in **Appendix K - Pavement Core Sample Results.**

### 3-12.1

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

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

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

### 3-13.1.1

**Requirements Before Requesting Substantial Completion.** To the "WHITEBOOK", ADD the following:

2. Complete Intermediate Project Walk-through and Punchlist procedure for all project areas as defined in the project schedule and approved by the Engineer.

**ADD:**

### 3-13.1.3

**Intermediate Project Walk-through and Punchlist Procedure.**

1. When you consider that the Work and Services are complete for a Project Area, notify the Engineer in writing that the Project Area is complete and request that you and the Engineer perform a Walk-through for the generation of an Area Punchlist. You shall notify the Engineer at least 7 Working Days in advance of the Walk-through.
2. The Engineer will first determine if the Project Area is ready for an Intermediate Project Walk-through by verifying whether you have completed all items as required by 3-13.1.1, "Requirements Before Requesting a Walkthrough Substantial Completion" for the Project Area
3. The Engineer shall facilitate the Intermediate Project Walk-through.
4. You shall make Plans, specifications, and technical data, such as submittals and equipment manuals, test results, documentation of completed work available to the Engineer. You will not be present during the Asset Managing Department Walkthrough unless directed by the Engineer.
5. The Engineer will provide you with a Punchlist within an estimated 30 Working Days after the date of the Intermediate Project Walk-through and submit it to you. The City shall not provide a preliminary Project Area Punchlist.
6. The Engineer may require more than 30 Working Days to complete a punch list for the Intermediate Project Walk-through. No additional time or compensation will be provided for the generation of the punchlist for the intermediate project walk-through.
7. If the Engineer finds that the Project Area is not substantially complete as defined herein, the Engineer will terminate the Intermediate Project Walkthrough and notify you in writing.

8. If, at any time during the Engineer's evaluation of the corrective Work required by the Project
9. The Engineer shall meet with you until all Punchlist items, including Project Area Punchlist items are corrected. You shall work diligently to complete all punchlist items within 30 working days after the Engineer provides the Punchlist. If you take longer than 30 Working Days to complete the corrective Work for a Project Area, the Project Area shall be subject to re-evaluation. No additional time or compensation will be provided for the completion of the punchlist/remediation request from the Asset Managing Department.
10. When a comment from the walkthrough is Disputed, you shall submit in writing justification for the dispute within 15 days of receiving the punchlist.

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

6. The projects will not be accepted in phases.

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

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

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

2. Other adjacent City projects are scheduled for construction for the same time period in the vicinity of B-18140 Mission Bl (Loring-Turquoise) Rd Imp UU30 and B-24135 Mission Blvd South Loring Overlay. See **Appendix F – Adjacent Projects Maps** for the approximate location. Coordinate the Work with the adjacent projects as listed below:
  - a) Mission Blvd Communications Upgrade (B-17131), Project Manager: Mariana Sadek (619-980-8764)
  - b) AC Overlay Group 2509 (B-25047), Project Manager: Scott Sanfilippo (619-533-7497)
3. Other adjacent City projects are scheduled for construction for the same time period in the vicinity of B-18148 Cass (Grand-Pacific Bch Dr) Rd Imp UU143. See **Appendix F – Adjacent Projects Maps** for the approximate location. Coordinate the Work with the adjacent projects as listed below:
  - a) Sewer & AC Water Crown Point West (B-16144 (W) & B-16145 (S)), Project Manager: Liborio Ruiz (619-782-3432)
  - b) Crown Point West (P) (B-24138), Project Manager: Liborio Ruiz (619-782-3432)
  - c) Pacific Beach TS Interconnect Upgrade (B-15065), Project Manager: Fernando Lasaga (619-772-5283)

## SECTION 4 - CONTROL OF MATERIALS

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

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

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

## SECTION 5 - LEGAL RELATIONS AND RESPONSIBILITIES

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

**5-4** **INSURANCE.**

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

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

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

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

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

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

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

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

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

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

#### **5-4.2.3**

#### **Workers' Compensation Insurance and Employers Liability Insurance.**

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

#### **5-4.2.4**

#### **Contractors Pollution Liability Insurance.**

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



#### **5-4.2.5**

#### **Contractors Hazardous Transporters Pollution Liability Insurance.**

1. You shall procure and maintain at your expense or require your Subcontractor, as described below, to procure and maintain Contractors Hazardous Transporters Pollution Liability Insurance, including contractual liability coverage to cover liability arising out of transportation of hazardous or toxic, materials, substances, or any other pollutants by you or any Subcontractor in an amount no less than \$2,000,000 limit per occurrence and \$4,000,000 aggregate per policy period of one year.
2. All costs of defense shall be outside the limits of the policy.
3. You shall obtain written approval from the City from any insurance provided by a Subcontractor instead of you.
4. To obtain City approval of a Subcontractor's insurance coverage in lieu of the Contractor's insurance, the Contractor shall certify that all activities under the Contractor's Hazardous Transporters Pollution Liability Insurance will be performed exclusively by the Subcontractor providing the insurance. The deductible shall not exceed \$25,000 per claim without prior approval of the City.
5. Occurrence based policies shall be procured before the Work commences. Claims Made policies shall be procured before the Work commences, shall be maintained for the duration of this contract, and shall include a 12-month extended Claims Discovery Period applicable to this Contract or the existing policy or policies that shall continue to be maintained for 12 months after the completion of the Work under this Contract without advancing the retroactive date.

#### **5-4.2.8**

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

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

3. If professional engineering services are to be provided solely by the Subcontractor, you shall:
  - 1 Certify this to the City in writing, and
  - 2 Agree in writing to require the Subcontractor to procure Professional Liability coverage in accordance with the requirements set forth here.

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

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

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

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

**5-4.5 Policy Endorsements.**

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

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

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

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

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

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

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

**5-4.5.3 Contractors Pollution Liability Insurance Endorsements.**

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

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

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

- 5-4.5.3.3 Severability of Interest.** For Contractors Pollution Liability Insurance, the policy or policies shall provide that your insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability and shall provide cross-liability coverage.
- 5-4.5.4 Contractors Hazardous Transporters Pollution Liability Insurance Endorsements.**
- 5-4.5.4.1 Additional Insured.** To the fullest extent permitted by law and consistent with the limiting provisions set forth at California Civil Code section 2782, California Insurance Code section 11580.04, and any applicable successor statutes limiting indemnification of public agencies that bind the City, the policy or policies shall be endorsed to include as an Additional Insured the City and its respective elected officials, officers, employees, agents, and representatives, with respect to liability arising out of:
1. Ongoing operations performed by you or on your behalf,
  2. your products,
  3. your work, e.g., your completed operations performed by you on your behalf, or
  4. premises owned, leased, controlled, or used by you.
- 5-4.5.4.2 Primary and Non-Contributory Coverage.** The policy or policies shall be endorsed to provide that the insurance afforded by the Contractors Pollution Liability Insurance policy or policies is primary to any insurance or self-insurance of the City and its elected officials, officers, employees, agents and representatives with respect to operations including the completed operations of the Named Insured. Any insurance maintained by the City and its elected officials, officers, employees, agents and representatives shall be in excess of your insurance and shall not contribute to it.
- 5-4.5.4.3 Severability of Interest.** For Contractors Hazardous Transporters Pollution Liability Insurance, the policy or policies shall provide that your insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability, and shall provide cross-liability coverage.
- 5-4.6 Deductibles and Self-Insured Retentions.** You shall disclose deductibles and self-insured retentions to the City at the time the evidence of insurance is provided. The City may require you to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.
- 5-4.7 Reservation of Rights.** The City reserves the right, from time to time, to review your insurance coverage, limits, deductibles, and self-insured retentions to determine if they are acceptable to the City. The City will reimburse you, without overhead, profit, or any other markup, for the cost of additional premium for any coverage requested by the Engineer, but not required by this Contract.

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

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

**5-10.2.1 Public Notice by Contractor.** To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

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

1. Post Project Identification Signs in accordance with 3-11.2, "Project Identification Signs".
2. No less than 5 and no more than 10 Working Days in advance of Project construction activities and utility service interruptions, you shall notify all critical facilities, businesses, institutions, property owners, residents, or any other impacted stakeholders within a minimum 300-foot (90 m) radius of the Project i.e., work area and any other affected areas as shown on the "Notification of Planned Water Shutdown" when you perform the Work.
3. The notification process must be repeated for delays and long pauses in construction activities. Verbal and written notifications, such as door hangers, shall be sent to critical facilities (including but not limited to police stations, fire stations, hospitals, and schools). A copy of written notifications sent to any critical facility shall also be sent to the Engineer.
4. You shall keep records of the people contacted, along with the dates of notification, and shall provide the record e.g., time-stamped pictures of the notices, to the Engineer upon request. You shall identify all other critical facilities that need to be notified.
5. Verbal and written notifications shall also include specific impacts from the construction of the City facilities, e.g., fire hydrants, air vacuum and blow-off devices, pedestrian ramps, and sidewalks, e.g., the loss of parking, access, and impact to private property, e.g., landscaping.
6. Furnish and distribute public notices in the form of door hangers using the City's format to all occupants and/or property owners along streets and all critical facilities such as police stations, fire stations, hospitals, and schools.
7. Where Work is to be performed at least 5 and at most 10 Working Days before starting construction, survey activities, or impacting the community as approved by the Engineer.
8. Within 5 Working Days of the completion or pausing of your construction activities where Work was performed, you shall distribute public notices in the form of door hangers, which outline the anticipated dates of Asphalt Resurfacing, Slurry Seal, Sidewalk, or Curb Ramp Work. Upon resuming construction activities, you shall redistribute door hangers.

9. "No Parking" signs shall be placed 72 hours before the scheduled construction activities and must include the name and phone number of the Contractor. The Contractor shall document the placement of the signs with time-stamped pictures.
10. Leave the door hanger notices on or at the front door of each dwelling and apartment unit and at each commercial building tenant abutting each street block segment.
11. Where the front doors of apartment units are inaccessible or occupants are unavailable, distribute the door hanger notices to the apartment manager or security officer and leave your contact information, such as business cards.
12. Provide time-stamped pictures of the notices to the Engineer.
13. Door Hanger Material: You shall use Blanks/USA brand, Item Number DHJ5B6WH, 1¼ inch (31.8 mm) Holes (removed), 2-up Jumbo Door Hanger in Bristol White, or approved equal.
14. Door hangers shall include the funding source if project is funded in part by State Gas Tax Revenue (SB1).
15. Mailed Notice Material: You shall use Cougar by Domtar, Item Number 2834, or approved equal.
16. For all Work on private property, contact each owner and occupant individually a minimum of 15 Working Days before the Work. If the Work has been delayed, re-notify owners and occupants of the new Work schedule, as directed by the Engineer.
17. A sample of public notices will be included in the Contract.

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

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

**ADD:**

**5-10.3.2 Weekly Updates Recipients.**

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

Zach Barhoumi, Senior Engineer, [BarhoumiZ@sandiego.gov](mailto:BarhoumiZ@sandiego.gov)

Ephriam Bekele, Project Engineer, [EBekele@sandiego.gov](mailto:EBekele@sandiego.gov)

Nusra Poomchongkho, Project Manager, [Npoomchongkh@sandiego.gov](mailto:Npoomchongkh@sandiego.gov)

Resident Engineer, TBA

## SECTION 6 – PROSECUTION AND PROGRESS OF THE WORK

### 6-1.1

**Construction Schedule.** To the “WHITEBOOK”, Item 1, subitem h), DELETE in its entirety and SUBSTITUTE with the following:

- h) Your Schedule shall include a minimum of 52 Working Days between Substantial Completion and Acceptance. 7 Working Days are reserved for the Engineer to schedule and conduct a Walk-through inspection and 15 Working Days are reserved for the generation of the Punchlist. You shall Work diligently to complete all Punchlist items within 30 Working Days after the Engineer provides the Punchlist.

To the “WHITEBOOK”, ADD the following:

- 3. Refer to the Sample City Invoice in **Appendix D – Sample City Invoice** and use the format shown.
- 4. Contracts with Paving Activities:
  - a. The Schedule shall include and identify for each Project Area the Substantial Completion date.
  - b. You shall work diligently to complete Punchlist items within 30 Working Days after the Engineer provides the Punchlist. No additional Working Days shall be added to the Contract Time for the completion of the intermediate project area inspection.
  - c. Using a City approved format and on a weekly basis, provide a 3-week look-ahead paving schedule that identifies street segments to be resurfaced. The information to be provided includes but may not be limited to:
    - Project Title
    - Street Name
    - Street ID #
    - From Intersection
    - To Intersection
    - Length
    - Completion Date

### 6-1.1.2

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

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

### 6-1.2

**Commencement of the Work.** To the "WHITEBOOK", item 2, sub-item c), DELETE in its entirety and SUBSTITUTE with the following:

- c) Up to **22 Working Days** from the LNTP for the preparation, submittal, and approval of the engineered Traffic Control Plan (TCP) when specified in 601-2.1.2, "Engineered Traffic Control Plans (TCP)."

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

3. For areas that do not require engineered TCP on D-sheets, you may at any time after the Pre-construction meeting obtain a TCP Permit via Working Drawings or the City's over the counter process and start the Work. If you decide to commence the construction Work before the completion of the D-sheet TCPs, you shall forfeit the **22 Working Days** specified here. The D-sheet TCP shall be done concurrently, and no additional time shall be granted.

### ADD:

#### 6-6.1.1

#### **Environmental Document.**

1. The City of San Diego has prepared a **Notice of Exemptions** for **Cass Street Roadway Improvements UU143 (Grand Ave. to Pacific Beach Dr.)**, Project No. **B-18148**, as referenced in the Contract Appendix. You shall comply with all requirements of the **Notice of Exemptions** as set forth in **Appendix A**.
2. The City of San Diego has prepared a **Notice of Exemptions** for **Mission Boulevard Roadway Improvements**, Project No. **B-18140 and B-24135**, as referenced in the Contract Appendix. You shall comply with all requirements of the **Notice of Exemptions** as set forth in **Appendix A**.
3. Compliance with the City's environmental document shall be included in the Contract Price, unless separate bid items have been provided.

### 6-9

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

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

<b>Contract Value</b>	<b>Liquidated Damages Daily Amount</b>
Less than \$200,001	\$1,000
\$200,001 to \$500,000	\$1,500
\$500,001 to \$1,000,000	\$2,000



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

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

### **7-2.1**

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

1. You shall submit an SOV for the following lump sum Bid items of the Work to the Engineer for review and approval at the Pre-construction meeting.
  - a. Removal and Replacement of Existing Paint Striping
  - b. Traffic Control and Working Drawings
  - c. Traffic Control and Engineered Traffic Control Plans
  - d. WPCP Implementation

### **7-3.9**

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

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

**TABLE 7-3.9  
FIELD ORDER LIMITS**

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

**7-3.11 Compensation Adjustments for Price Index Fluctuations.** To the "WHITEBOOK", ADD the following:

5. This Contract **is** subject to the provisions of The "WHITEBOOK" for Compensation Adjustments for Price Index Fluctuations for paving asphalt and the calculation must be provided on a monthly basis included in the submission of progress payment invoices.

## **SECTION 203 - BITUMINOUS MATERIALS**

**203-6.1 General.** To the "WHITEBOOK" and "GREENBOOK", DELETE in its entirety and SUBSTITUTE with the following:

**203-6.1 General.** Asphalt concrete shall be the product of mixing mineral aggregate and reclaimed asphalt pavement (RAP) with asphalt binder at a central mixing plant.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Table 203-6.2.5.3**

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

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

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

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

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

The mix design RAP stockpile shall be sampled and tested in accordance with California Test 384. The average shall be reported on the mix design submittal. When the mix design RAP stockpile is augmented, RAP used to augment the stockpile shall be sampled at a minimum frequency of 1 sample per 500 tons in accordance with California Test 384 before augmenting. Each sample shall be tested to determine the uncorrected binder content in accordance with AASHTO T 308. The same ignition oven shall determine the uncorrected asphalt binder content reported on the mix design submittal.

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

For startup of a project:

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

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

Quality Characteristic	Test Method
Hamburg wheel track	AASHTO T 324 (modified)
Gyrations Compaction	AASHTO T 312

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

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

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

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

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

**Table 203-6.2.5.5**

Quality Characteristic	Test method	Requirement
Uncorrected Binder Content (% within the average value reported) <sup>a</sup>	AASHTO T 308	±2.00
Specific gravity (within the average value reported)	AASHTO T 209	±0.06

Quality Characteristic	Test method	Requirement
Combined Aggregates Sand Equivalent (min)	California Test 217 or ASTM D2419	50

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

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

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

**203-6.3.1 General.**

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

7. A new mix design shall be prepared and a new JMF submitted if:
  - a) the combined aggregate gradation is not within  $\pm 3$  percentage points of the gradation shown on the referenced mix design on any sieve,
  - b) the source of any aggregate is changed,
  - c) the performance grade of paving asphalt is changed,
  - d) the average binder content in a new fractionated RAP stockpile varies by more than  $\pm 2.00$  percent from the average RAP binder content reported on the JMF,
  - e) the average maximum specific gravity in a new fractionated RAP stockpile varies by more than  $\pm 0.060$  from the average maximum specific gravity value reported on the JMF.
8. AASHTO T 324 (Modified) is AASHTO T 324 (Standard Method of Test for Hamburg Wheel-Track Testing of Compacted Asphalt Mixtures) with the following parameters:
  - a) Target air voids must equal  $7.0 \pm 1.0$  percent.
  - b) Specimen height must be  $60 \pm 1$  mm.
  - c) Number of test specimens must be 4 to run 2 tests.
  - d) Do not average the 2 test results.
  - e) Test specimen must be a 150 mm gyratory compacted specimen.
  - f) Test temperature must be set at:
    1.  $113 \pm 2$  degrees F for PG 58 for use of 25% RAP
    2.  $122 \pm 2$  degrees F for PG 64 for use of 15% RAP
    3. Measurements for impression must be taken at every 100 passes along the total length of the sample.
  - g) Inflection point is the number of wheel passes at the intersection of the creep slope and the stripping slope at maximum rut depth.
  - h) Testing shut off must be set at 25,000 passes.
  - i) Submersion time for samples must not exceed 4 hours.
9. Take samples under California Test 125.

**ADD:**

**203-6.3.3**

**Asphalt Binder Replacement.** Asphalt binder replacement shall be defined as the asphalt binder from RAP expressed as a percent of the total asphalt binder in the mixture. The asphalt binder replacement shall be calculated as a percentage of the approved JMF target asphalt binder content. The maximum asphalt binder replacement for mixtures containing RAP shall be 25 percent of the optimum binder content (OBC) for surface courses and 40 percent for leveling and base courses.

For Type A HMA with a binder replacement percent less than or equal to 25 percent of your specified OBC, you may request that the performance-graded asphalt binder grade with upper and lower temperature classifications be reduced by 6 degrees C from the specified grade.

Once the City has approved a mix design, the asphalt binder content shall be within 0.5% of the identified target binder contents for each mix design submitted.

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

**ADD:**

**203-6.4.5**

**Miscellaneous Areas and Dikes.** For miscellaneous areas and dikes:

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

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

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

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

**203-6.7**

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

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



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

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

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

Calibrate the loss-in-weight meter by:

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

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

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

HMA compaction	Temperature (°F)
Density based Method	Not to exceed 325

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

## SECTION 300 – EARTHWORK

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

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

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

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

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

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

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

4. After the completion of the preparatory work, you shall install compacted asphalt concrete pavement according to the thickness specified in the Special Provisions and Contract Documents or a minimum of 2 inches (50.8 mm) for residential streets and a minimum of 3 inches (76.2 mm) for all other streets or as directed by the Engineer.
5. You shall identify the location of all utilities vaults, valves, and other appurtenances not included in the project scope requiring relocation or adjustment to grade by other agencies/companies by marking the face of the curb closest to the utility appurtenance as follows:
  - a. Offset distance of the appurtenance from the curb face
  - b. The limits of the appurtenance or corners of the vault/box
6. The quantities shown in the Contract Documents are based on a street assessment survey and may vary. The Engineer will designate the limits to be removed and prepared and these designated areas shall be considered to take precedence over the areas shown in the Contract Documents.
7. You shall repair areas of distressed asphalt concrete pavement by milling or removing damaged areas of pavement to a minimum depth of 2 inches (50.8 mm) for residential streets and a minimum depth of 3 inches (76.2 mm) for all others except where specified otherwise in the Special Provisions and Contract Documents or as directed by the Engineer to expose firm and unyielding pavement as specified.
8. If, in order to achieve the minimum specified depth, the base material or native subgrade is exposed, you shall notify the Engineer the material shall be compacted to 95% relative compaction.
9. Compaction tests shall be made to ensure compliance with the specifications.
10. The QCP shall establish location and timing of compaction testing and shall be subject to approval by the Engineer. You shall reimburse the City for the cost of retesting failing compaction tests conducted as part of the City of San Diego Quality Assurance testing.
11. If additional base material is required, you shall use Class 2 aggregate base in accordance with 200-2.9.1 "Crushed Miscellaneous Base" and "Crushed Miscellaneous Base (Unscheduled)" or as directed by the Engineer.
12. Prior to placement of compacted asphalt concrete pavement, you shall prepare the subgrade as needed and install a minimum of 2 or 3 inches as specified in the contract documents and special provisions, of compacted asphalt concrete pavement over native material as directed by the Engineer.

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

- b. Base repairs shall have a minimum depth of 10" after grinding to the specified depth as shown on plans/exhibits.
- c. You shall repair the areas shown in the Contract Documents of distressed asphalt concrete to remove damaged areas of pavement in accordance with 404-1, to expose firm and unyielding pavement, base, or native soils, regardless of materials encountered. Unyielding pavement will have no visible cracks and unyielding base, or native soils will be properly compacted, as determined by the Engineer. If cracks are visible, then pavement is not unyielding and shall require additional depth be removed as directed by the Engineer. The Contractor shall prepare subgrade as needed and install a maximum of 5" compacted asphalt concrete pavement over the compacted base material to be level with the adjacent roadway surface.
- d. When additional base material is required, then you shall use Class 2 aggregate base in accordance with 200-2.4, "Crushed Miscellaneous Base" and "Crushed Miscellaneous Base (Unscheduled)" or as directed by the Engineer.
- e. Recycled base material shall conform to Class 2 aggregate base material in accordance with 200-2.4, "Crushed Miscellaneous Base".
- f. You may use grinding as a method for removal of deteriorated pavement when the areas indicated for removal are large enough (a minimum of the machine drum width) and when approved by the Engineer.
- g. For both scheduled and unscheduled base repairs, failed areas may be removed by milling or by excavation provided that the edges are cut cleanly with a saw. The areas shall be cleaned, and tack coated in accordance with 302-5.4, "Tack Coat" before replacing the asphalt pavement. Please refer to the Contract Documents.
- h. Base Repair areas where failed pavement is removed either by cold milling or by excavation shall be restored to existing pavement grade with "Crushed Miscellaneous Base" at 5 inches, and 5 inches of "Asphalt Concrete Base" shall be placed atop the layer of "Crushed Miscellaneous Base" unless otherwise directed by the Engineer. These areas have been identified on plans/exhibits and in the field as "DO". The Crushed Miscellaneous Base shall be in accordance with 200-2.4, "Crushed Miscellaneous Base". The asphalt concrete base shall be Type III-B3-PG 64-10 as specified in 203-6, "ASPHALT CONCRETE". "General" Preliminary quantities are identified within each Task Order but may need to be increased and approved by the Engineer at the time of construction. Base Repairs shall not exceed 25% RAP in content.

- i. A Base repair identified prior to initiation of the preparatory work shall be considered scheduled.
- j. A base repair is considered unscheduled when it is not identified in the Contract Documents prior to initiation of preparatory work or when you are directed by the Engineer to perform an unscheduled base repair for the proper placement of an asphalt overlay.
- k. At the end of each day the Contractor shall submit to the Engineer an itemized list of the asphalt pavement and base repair work completed. The list shall include but not be limited to the location of the work, the exact square footage of the repair, cubic yards of excavation, tons of asphalt concrete base placed, and tons of Class 2 aggregate base material placed or as directed by the Engineer.

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

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

6. The payment for excavation shall be paid at the Contract Unit Price for **"Excavation for Base Repair"** or **"Excavation for Base Repair (Unscheduled)"** for each bank cubic yard of material removed. Proof of proper disposal and/or recycling at a legal site for quantities excavated shall be required in advance of payment as directed by the Engineer and shall be subject to approval by the Engineer for payment.
7. No additional payment shall be made for milling, grinding, saw cutting, hauling, disposal of concrete, rubberized material, steel reinforcement, or any other material.

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

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

**SECTION 302 – ROADWAY SURFACING**

**302-5.4 Tack Coat.** To the "WHITEBOOK", ADD the following:

3. Prior to applying the tack coat, submit calculations for the minimum spray rate required to achieve the minimum residual rate.

**302-5.5 Distribution and Spreading.** To the "WHITEBOOK," ADD the following:

18. The resurfacing Asphalt Concrete Overlay shall be in accordance to SDG-106 Sheet 1 Cold Milling & Asphalt Concrete Overlay – Type A (6' Edge Cold Mill) or Sheet 2 Cold Milling & Asphalt Concrete Overlay – Type B (Full Width Cold Mill) as specified in the Contract Documents and as specified by the Engineer.

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

2. Asphalt concrete pavement will be paid at the contract unit price for **"Asphalt Concrete (2") with Aramid Fiber"** and **"Asphalt Concrete (3") with Aramid Fiber"** per Ton of asphalt placed.
3. Pavement requiring additional Cold Milling and Asphalt Concrete for transition between new masonry work and existing asphalt beyond the limits of pavement resurfacing shall be measured in square feet of area and shall extend to the point of curb return at an intersection or as directed by the Engineer.

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

1. Payment for all necessary preparation works as specified in the contract documents and all related work such as labor, monument preservation and restoration, demolition, root pruning, forming, grading, construction materials, finishing, hauling and disposal, site maintenance, subgrade preparation, base material is included in all concrete work for each bid item listed in this section.

2. Payment for temporary repairs, such as slot patches, or other repairs as approved by the Engineer shall be included in the concrete bid items for which the temporary repair for the concrete work for which the excavation is required.
3. Subgrade preparation, including 6 inches in depth beyond the specified thickness for the item for which the subgrade is prepared, shall be include in the contract unit price for the concrete work for which the excavation is required.
4. Payment for subgrade repair and base repair dig-outs, shall be included in the Bid Items for **"Class II Base"** and **"Unclassified Excavate and Export"**. No Payment shall be made for areas of over excavation as determined by the Engineer.
5. When subgrade preparation is required, payment for excavation and export of material encountered beyond the Subgrade preparation thickness included in the Bid item and shall be made at the contract unit bid price for **"Unclassified Excavate and Export "** as approved by the Engineer.
6. No additional payment shall be made for milling, grinding, saw cutting, hauling, disposal of concrete, rubberized material, steel reinforcement, or any other material.
7. No additional payment shall be made for asphalt removal, or additional preparatory work required within the limits of the bus pad installation as determined by the Engineer
8. The quantities shown on plans, exhibits, and Contract Documents are based on a street assessment survey and may vary. No payment shall be made for areas of over excavation.

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

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

8. All, curb and gutters, sidewalks, driveways, bus pads, alley aprons, and curb ramps shall be constructed in accordance with the applicable City of San Diego Standard Drawings.
9. A smooth asphalt transition shall be provided at locations where new curb ramps, cross gutters, curb & gutters, driveways, and/or alley aprons have been installed and as directed by the Engineer.
10. For curb ramp construction, the gutter shall be formed and slot trench cut per SDG-116 complete along the lip of gutter to allow the gutter to be formed.
11. When disturbed, damaged or worn concrete pull boxes and concrete meter boxes within the limits of work shall be replaced as directed by the Engineer.
12. Any concrete work requiring asphalt repair that is outside of the resurfacing limits shall be repaired as required by Section 301-1.6.
13. Limits of work have been identified on plans, exhibits, and Contract Documents.



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

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

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

3. The payment for preparatory repair concrete works shall be included under the lump sum Bid items or for the Contract Unit Prices except where a bid item is provided.
4. Payment for the demolition, removal, and replacement of commercial concrete driveways shall be made at the Contract Unit Bid Price for **"Commercial Concrete Driveway"**, per square foot of concrete placed. The payment for the concrete driveway includes the curb and gutter for the width of the driveway and is measured from the edge of the gutter.
5. Payment for the removal and relocation of existing Contractor Date Stamps and Impressions shall be made at the Contract Unit Bid Price of **"Historical and Contractor Date Stamps and Impressions"** for each stamp and/or Impression removed and relocated.
6. Payment for the demolition, removal, and replacement of concrete cross gutters shall be made at the Contract Unit Bid Price for **"Cross Gutter"** per square foot of concrete placed.
7. Payment for all necessary preparation works as specified in the contract documents and all related work such as labor, monument preservation and restoration, demolition, root pruning, forming, grading, construction materials, finishing, hauling and disposal, site maintenance, subgrade preparation, base material, Class A top soil, and clean fill dirt is included in all concrete work for each bid item listed in this section.
8. No additional payment shall be made for milling, grinding, saw cutting, hauling, disposal of concrete, rubberized material, steel reinforcement, or any other material.
9. Payment for subgrade repair for the concrete masonry bid items shall be included in the Bid Item for **"Unclassified Excavation and Export"** and **"Class II Base."** No Payment shall be made for areas of overexcavation as determined by the Engineer.
10. Payment for temporary repairs, such as slot patches, or other repairs as approved by the Engineer shall be included in the concrete bid items for which the temporary repair is required.
11. Subgrade preparation, including 6 inches in depth beyond the specified thickness for the item for which the subgrade is prepared, shall be included in the shall be included in the contract unit price for the concrete work for which the excavation is required.
12. When subgrade preparation is required, Payment for excavation of material encountered beyond the subgrade preparation thickness shall be included in the bid item **"Unclassified Excavation and Export"** as approved by the Engineer. Payment for the subgrade material placed beyond the thickness shall be included in the bid item **"Class II Base."**
13. The payment for Excavation and Export of unsuitable material shall be paid at the Contract Unit Bid Price for "Unclassified Excavation and Export" for each bank cubic yard of material removed as approved by the Engineer. This item includes but is not limited to labor, materials, equipment, hauling, disposing, and all preparatory work associated with the removal and disposal of the unsuitable material.

14. The payment for Excavation and Export of the unsuitable material for subgrade repair for the concrete masonry Bid items shall be paid at the Contract Price for **"Unclassified Excavation and Export"** for each bank cubic yard of material removed as approved by the Engineer. This item includes but is not limited to labor, materials, equipment, hauling, disposing, and all preparatory work associated with the removal and disposal of the unsuitable material.
15. The payment for the subgrade repair material shall be paid at the Contract Unit Price for **"Class II Base"** for each ton of material placed as approved by the Engineer. This item includes but is not limited to labor, material, equipment, hauling, compacting, and all preparatory work associated with the placement of the subgrade material.
16. The payment for completely removing and replacing the existing concrete spandrel or to install a new concrete spandrel of a cross gutter associated with curb ramp installations, in accordance with SDG-131 - General Curb Ramp Notes, as identified on the Plans, shall be included in the payment for the curb ramp. No additional payment shall be made when separate Bid items for cross gutters has been provided.
17. The payment for completely removing and replacing the existing concrete alley apron associated with curb ramp installations, in accordance with SDG-131-General Curb Ramp Notes, and as in the contract documents, shall be included in the payment for the Curb Ramp installation. No additional costs shall be incurred when separate bid items for alley aprons has been provided.
18. Additional curb and gutter removal, disposal, and replacement adjacent to the Work on a proposed curb ramp shall be required as directed by the Engineer. The payment for the additional removal, disposal, and replacement of the curb and gutter shall be included in the Bid item for **"Additional Curb and Gutter Removal and Replacement"**.

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

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

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

1. The payment for each curb ramp shall include:
  - a. Both ramp runs & transition areas (up to 15 ft),
  - b. Landings,
  - c. DWTs,
  - d. Demolition and disposal,
  - e. Forming,

- f. Relocating or raising items (i.e. utility boxes, meter boxes, pull boxes, etc.) in conflict to grade,
- g. Protecting and preserving existing survey monuments and improvements,
- h. Pavement restoration
- i. Slot trench restoration
- j. Gutter form
- k. Slot cut
- l. Colored concrete
- m. All labor, material, equipment, and all preparatory work required to install the curb ramp

The payment for each dual curb ramp shall include the following:

- a. Ramp runs and transition areas (up to 15 ft) for two curb ramps
- b. Landings for two curb ramps
- c. DWTs for two curb ramps
- d. Demolition and disposal required to install two curb ramps
- e. Forming for two curb ramps
- f. Relocating or raising items (i.e. utility boxes, meter boxes, pull boxes, etc.) in conflict to grade,
- g. Protecting and preserving existing survey monuments and improvements
- h. Pavement restoration
- i. Slot trench restoration
- j. Curb and gutter between the two curb ramps
- k. Gutter form
- l. Slot cut
- m. Colored concrete
- n. All labor, material, equipment, and all preparatory work required to install the curb ramps

To the "WHITEBOOK", ADD the following:

- 6. Payment for the demolition, removal, and installation of concrete curb ramps shall be made at the Contract Unit Bid Price of **"Curb Ramp (Type A, B, C) With Stainless Steel Detectable Warning Tiles", "8-Ft Wide Curb Ramp (Types A1, C1, C3) with Detectable Warning Tiles", "Curb Ramp (Type D) with Detectable Warning Tiles", and "Dual Curb Ramp (Types A, B, C) with Detectable Warning Tiles"**.

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

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

All crosswalks required for this contract shall be in conformance with Standard Drawing SDM-116 for Continental Crosswalks. The Contractor shall install all traffic striping, pavement markings, pavement markers and devices in accordance with the current standards regardless of existing conditions. Installation may also include striping modifications as identified in the Contract Documents. All striping modifications shall be coordinated with the Engineer.

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

3. The payment for the removal and replacement of existing traffic striping, pavement markings, pavement markers, thermoplastics, continental crosswalks, pavement devices and the installation of new striping, pavement markings, pavement markers, thermoplastics, continental crosswalks, pavement devices shall be included in the Lump Sum Bid Item for **“Removal and Replacement of Existing Paint Striping”**.
4. All work, material, and labor associated with the removal of existing traffic striping, pavement markings, pavement markers, thermoplastics, continental crosswalks, and pavement devices shall be included in the Lump Sum Bid Item **“Removal and Replacement of Existing Paint Striping”**.

### SECTION 401 - REMOVAL

**401-7 PAYMENT.** To the “WHITEBOOK”, items 4, DELETE in their entirety and SUBSTITUTE with the following:

4. The demolition, removal, and disposal of various types of existing hardscape in parkway areas, such as colored concrete, bricks, flagstone in the parkway or right- of-way, shall be included in the Contract Price. When required, hardscape in parkways shall be replaced with Class A Top Soil or as directed by the Engineer, and shall include the payment for Decomposed Granite (DG) when required.

### SECTION 402 – UTILITIES

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

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

**402-6 COOPERATION.** To the “WHITEBOOK”, ADD the following:

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

## SECTION 404 – COLD MILLING

### 404-1

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

1. Excessive asphalt concrete pavement adjacent to Type "G" and "H" curb and gutter lines and concrete cross gutters shall be milled in accordance with the City of San Diego Standard Drawing SDG-107, "Pavement Restoration for Asphalt Concrete Surfaced Streets - Major Excavation", or as shown on the Plans.

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

5. The Contractor shall cold mill the existing street pavement as marked out in the field, identified in the contract documents, and/or as directed by the Engineer. The depth to be cold milled is specified on plans and in **Appendix L - Mission Blvd South Loring Overlay Exhibits and Estimated Quantities**, unless otherwise instructed by the Engineer, and shall correspond to the depth of the asphalt to be paved. Cold milled locations shall be paved within 3 days unless directed by the Engineer.

To the "WHITEBOOK", ADD the following:

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

### 404-9

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

6. All damaged traffic detector loops and/or other detection systems located within or adjacent to the limits of work shall be replaced after resurfacing and striping. "Q" loops may be required at bike lanes. "E Modified" loops are required at stop bars and "E" loops are required at various locations in through lanes You shall install as many loops as necessary to meet current standards. Loops may be installed in asphalt, concrete or any other material that may be encountered during the installation.

**404-12**

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

1. The payment for installation of traffic detector loops shall be included in the bid item **"Traffic Signal Loop and Appurtenance Replacement"** for each loop installed or each conduit and stub out. No additional payment shall be made for loop, detector type. No additional payment shall be made for milling, grinding, saw cutting, hauling, disposal, of concrete, asphalt concrete, and any other material that may be encountered during the installation.
2. The payment for cold milling asphalt concrete, including hauling and disposal of milled material, milling of roots, tree trimming, grinding, saw cutting concrete, saw cutting asphalt concrete, shall be included in the Contract Price unless Bid items, as applicable, have been provided as follows:

BID DESCRIPTION	UNIT
<b>Cold Mill Type B Full Width AC Pavement (2")</b>	<b>SF</b>
<b>Cold Mill Type B Full Width AC Pavement (3")</b>	<b>SF</b>

3. The correction of irregularities in the pavement surface including humps, lumps, and other pavement irregularities as specified in the Contract Documents, or as directed by the Engineer shall be included in the lump sum bid items and the Contract Price.
4. No additional payment shall be made for milling, grinding, saw cutting, hauling, disposal of concrete, rubberized material, steel reinforcement, or any other material that may be encountered during cold milling.
5. The payment for, transporting, hauling and disposing of any pavement fabric material shall be included in the square foot Bid Item for **"Cold Mill (2") and Disposal of Pavement Fabric"** and **"Cold Mill (3") and Disposal of Pavement Fabric"**. Prior to paving over the milled areas, the Contractor must notify the Engineer when pavement fabric material is encountered and shall provide all tickets and documentation for the disposal of the material. Milling operation where no pavement fabric is encountered should follow Item 2, section 404-12 and use bid item "Cold Mill Type B Full Width AC Pavement" for payment.

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

**601-2.1.2**

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

5. Engineered TCP (2 foot x 3 foot size) shall be required for the following projects:
  - a) B-18140 Mission Bl(Loring-Turquoise) Rd Imp UU30
  - b) B-24135 Mission Blvd South Loring Overlay

## SECTION 701 – CONSTRUCTION

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

- u)      The payment for furnishing and installing (1) the pole foundation and base plate, (2) the conduit from the adjacent pull box into the pole foundation, and (3) the signal pole shall be included in the following bid item **“Pedestrian Pushbutton Post and Foundation.”** You shall be responsible for the placement of the new push button post in compliance with the governing standards. This includes all material, labor, and work required to install push button post. All excavation, hauling and disposal of materials required to install pedestrian push button posts will be included in contract price.
- v)      The payment for removing and salvaging the existing pedestrian push button shall be included in the following bid item **“Remove Existing Pedestrian Push Button.”**
- w)      The payment for accessible pedestrian signals Work in accordance with 700-4.5, shall be included in the following bid item for each **“New Pedestrian Push Button”**.
- x)      The payment for relocating and replacing the existing post with existing traffic sign shall be included in the following bid item. **“Relocate and Replace Existing Post with Existing Sign”**
- y)      The payment for relocating the existing pull box and lid, the conduits and detector lead-in-cables, and surface restoration to match existing shall be included in the following bid item **“Relocate Existing Pull Box.”**
- z)      The payment for replacing the existing pull box and lid, and surface restoration to match existing, shall be included in the following bid item **“Replace Existing Pull Box.”**
- aa)     The payment for all work associated with the installation of protection post in accordance with WM-04, shall be included in the following bid item for each **“Protection Post (Type A)”**.

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

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

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

**1001-1.11**      **Post-Construction Requirements.** To the “WHITEBOOK”, Item 1, DELETE in its entirety and SUBSTITUTE with the following:

- 1.      You shall comply with the post-construction Storm Water requirements identified in the Contract Documents.



## TECHNICALS

## BEGIN – ARAMID FIBER REINFORCEMENT FOR HMA & WMA

### Description.

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

### Definitions.

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

### Materials.

Meet the following Aramid and Treatment material properties.

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

<b><u>Treatment Properties</u></b>	<b><u>Measure</u></b>
Treatment Type	Sasobit® Wax (48-50% by weight)
Treatment Melting Temperature	> 175 (°F)

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

**Submittals.**

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

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

**Job Mix Formula.**

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

**Storage Requirements.**

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

**Dosage & Mixing Requirements.**

The aramid dosage rate is 4.2 ounces (+/- 5%) per ton of HMA/WMA. This does not include the treatment weight. For uniform disbursement, treated aramid shall be metered and continuously fed in a constant stream-like manner. It shall be mixed with the heated aggregates before injection of the liquid asphalt during the asphalt mixing process at the Batch or Continuous Drum Plant per below.

1. Batch Plant

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

2. Continuous Drum Plant

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

**Inspection.**

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

**Fiber Reinforced HMA/WMA Placement.**

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

**Acceptance.**

Acceptance of the reinforced HMA/WMA will include the following factors:

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

**Basis of Payment.**

Each ton of Fiber Reinforced HMA/WMA placed according to this specification will be measured and paid for at the contract unit bid price per ton and shall include full compensation for furnishing all material labor, tools, equipment, QA/QC mixing and reporting, and incidentals for doing all the work involved in metering and feeding the treated aramid fiber, and placement and compaction of the Fiber Reinforced HMA/WMA.

**Pay Item.**

Fiber Reinforced HMA or WMA      \_\_\_\_\_ TONS      \_\_\_\_\_ \$/TON

**SUPPLEMENTARY SPECIAL PROVISIONS**

**APPENDICES**

**APPENDIX A**

**NOTICE OF EXEMPTIONS**

## NOTICE OF EXEMPTION

(Check one or both)

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

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

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

**Project Name:** Cass Street Roadway Improvements UU143 (Grand Ave. to Pacific Beach Dr.)

**WBS No.:** B-18148

**Project Location-Specific:** The project is located on Cass Street (between Grand Avenue and Pacific Beach Drive) in the Pacific Beach Community Planning Area (Council District 1).

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

**Description of nature and purpose of the Project:** The project proposes street resurfacing, sidewalk repairs, curb ramp installation, and other related appurtenances. All activities will occur at various locations along Cass Street between Grand Avenue and Pacific Drive.

**Name of Public Agency Approving Project:** City of San Diego

**Name of Person or Agency Carrying Out Project:** City of San Diego  
Engineering and Capital Projects Department  
Contact: Scott Vurbeff  
Email/Phone No.: sburbeff@sandiego.gov/619-533-3130  
525 B Street, Suite 750 (MS 908A), San Diego, CA 92101

Exempt Status:

- ☐ Ministerial (Sec. 21080(b)(1); 15268);
- ☐ Declared Emergency (Sec. 21080(b)(3); 15269(a));
- ☐ Emergency Project (Sec. 21080(b)(4); 15269 (b)(c))
- ☒ Categorical Exemption: 15301(c) (Existing Facilities)
- ☐ Statutory Exemptions:

**Reasons why project is exempt:** The City of San Diego conducted an environmental review and determined the project meets the categorical exemption criteria set forth in Section 15301 (c) of the CEQA State Guidelines, which includes the minor alteration of existing streets, sidewalks, gutters, and similar facilities (this includes road grading for the purpose of public safety); and where the exceptions listed in Section 15300.2 would not apply.

Lead Agency Contact Person: Scott Vurbeff

Telephone: 619-533-3130

If filed by applicant:

1. Attach certified document of exemption finding.
2. Has a notice of exemption been filed by the public agency approving the project? ☐ Yes ☐ No

It is hereby certified that the City of San Diego has determined the above activity to be exempt from CEQA.

*Carrie Purcell*

Carrie Purcell, Deputy Director

10/7/24

Date

Check One:

☒ (X) Signed By Lead Agency

☐ ( ) Signed by Applicant

Date Received for Filing with County Clerk or OPR:



## NOTICE OF EXEMPTION

(Check one or both)

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

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

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

**Project Name:** Mission Boulevard Roadway Improvements

**WBS Nos.:** B-18140 and B-24135

**Project Location-Specific:** The project is situated on Mission Boulevard, between Turquoise Street and Chalcedony Street, and on Tourmaline Street, between La Jolla Boulevard and Mission Boulevard, within the Pacific Beach Community Planning area (Council District 1).

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

**Description of nature and purpose of the Project:** The project will resurface streets and stripe pavement, replace curb ramps, and install alley aprons, cross gutters, and other associated appurtenances. All work would be constructed in accordance with the City of San Diego's standard specifications and standard drawings.

**Name of Public Agency Approving Project:** City of San Diego

**Name of Person or Agency Carrying Out Project:** City of San Diego  
Engineering and Capital Projects Department  
Contact: Scott Vurbeff  
Email/Phone No.: svurbeff@sandiego.gov / 619-533-3130  
525 B Street, Suite 750 (MS 908A), San Diego, CA 92101

Exempt Status:

- ☐ Ministerial (Sec. 21080(b)(1); 15268);
- ☐ Declared Emergency (Sec. 21080(b)(3); 15269(a));
- ☐ Emergency Project (Sec. 21080(b)(4); 15269 (b)(c))
- ☒ Categorical Exemption: Section 15301 (Existing Facilities); Section 15302 (Replacement or Reconstruction); and Section 15304 (Minor Alterations to Land)
- ☐ Statutory Exemptions:

**Reasons why project is exempt:** The City of San Diego conducted an environmental review, which determined that the project meets the following categorical exemption criteria set forth in the CEQA State Guidelines: Section 15301 (Existing Facilities), which allows for the minor alteration to existing public facilities, such as public street improvements, involving negligible or no expansion of existing or former use; Section 15302 (Replacement or Reconstruction), which allows for the replacement of existing facilities where the new structure will be located on the same site and have substantially the same purpose and capacity as the facility replaced, such as the replacement of curb ramps; Section 15304 (Minor Alterations to Land), which allows for minor public alteration in the condition of land which does not involve removal of healthy mature, scenic trees, such as street resurfacing and the installation of alley aprons and curb gutters; and where the exceptions listed in Section 15300.2 would not apply.

Lead Agency Contact Person: Scott Vurbeff

Telephone: 619-533-3130

If filed by applicant:

1. Attach certified document of exemption finding.
2. Has a notice of exemption been filed by the public agency approving the project? ( ) Yes ( ) No

It is hereby certified that the City of San Diego has determined the above activity to be exempt from CEQA.



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Carrie Purcell, Deputy Director

4/9/25

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Date

Check One:

(X) Signed By Lead Agency

( ) Signed by Applicant

Date Received for Filing with County Clerk or OPR:

**APPENDIX B**

**FIRE HYDRANT METER PROGRAM**

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

1. **PURPOSE**

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

2. **AUTHORITY**

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

**Reference**

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

3. **DEFINITIONS**

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

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

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

#### 4. **POLICY**

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

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

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

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

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

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

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

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

Process for Issuance

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

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



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

#### 4.7 Relocation of Existing Fire Hydrant Meters

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

#### 4.8 Disconnection of Fire Hydrant Meter

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

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for removal of the meter.

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

## 5. **EXCEPTIONS**

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

## 6. **MOBILE METER**

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

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

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

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

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

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

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

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

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

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

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

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

**Water Department Director**

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

## **APPENDIX**

**Administering Division:** Customer Support Division

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

**Distribution:** DI Manual Holders



# Application for Fire (EXHIBIT A) Hydrant Meter

(For Office Use Only)

NS REQ	FAC#
DATE	BY

METER SHOP (619) 527-7449

## Meter Information

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

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

## Company Information

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

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

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

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

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

**Note:**

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

Date

Name of Responsible Party

Company Name and Address

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

Subject:           Discontinuation of Fire Hydrant Meter Service

Dear Water Department Customer:

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

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

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

Sincerely,

Water Department



## **APPENDIX C**

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

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

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

## **APPENDIX D**

### **SAMPLE CITY INVOICE**

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

Project Name:  
Work Order No or Job Order No.  
City Purchase Order No.  
Resident Engineer (RE):  
RE Phone#:              Fax#:

Contractor's Name:  
Contractor's Address:  
  
Contractor's Phone #:  
Contractor's fax #:  
Contact Name:

Invoice No.  
Invoice Date:  
Billing Period: (    To    )

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

SUMMARY

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

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

Resident Engineer              Date

Construction Engineer              Date

Retention and/or Escrow Payment Schedule

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

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

1/10/2024 Rev

Pacific Beach Road Improvements  
K-26-2414-DBB-3

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**APPENDIX E**  
**LOCATION MAPS**



# Engineering & Capital Projects

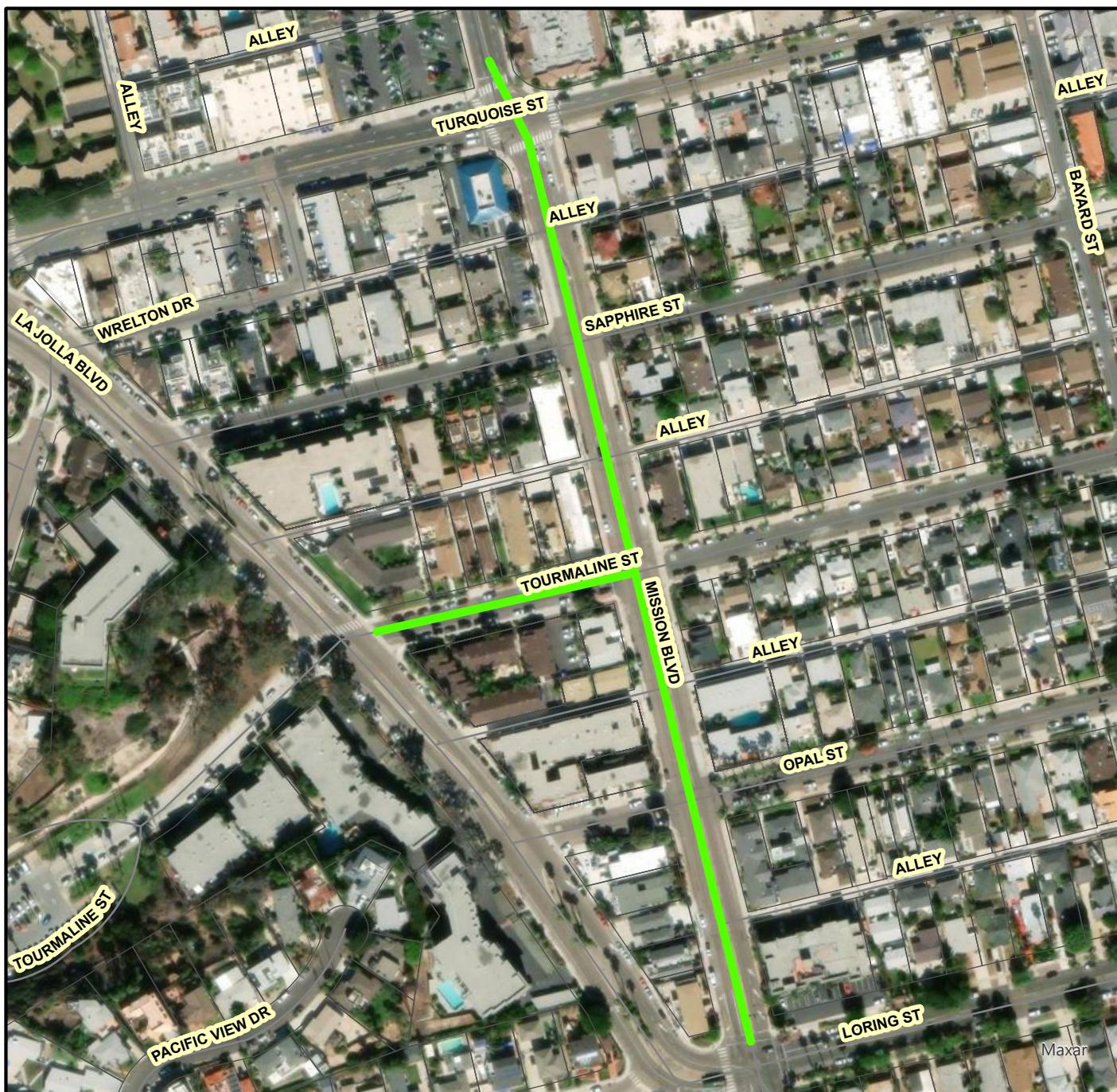
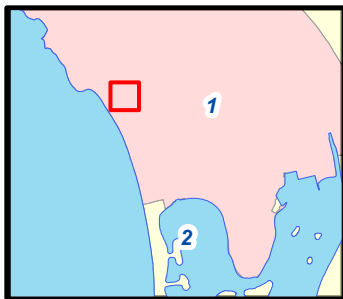
## Mission Bl (Loring-Turquoise) Rd Imp UU30

SENIOR ENGINEER  
ZACH BARHOUMI  
619-533-5114

PROJECT MANAGER  
NUSRA POOMCHONGKHO  
619-533-4644

PROJECT ENGINEER  
EPHRIAM BEKELE  
619-533-4147

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



### Legend

 B18140 Mission Bl (Loring-Turquoise) Rd Imp UU30



COMMUNITY NAME: Pacific Beach

COUNCIL DISTRICT: 1

WBS NO: B-18140

Date: 8/13/2024



Pacific Beach Road Improvements  
K-26-2414-DBB-3





# Engineering & Capital Projects

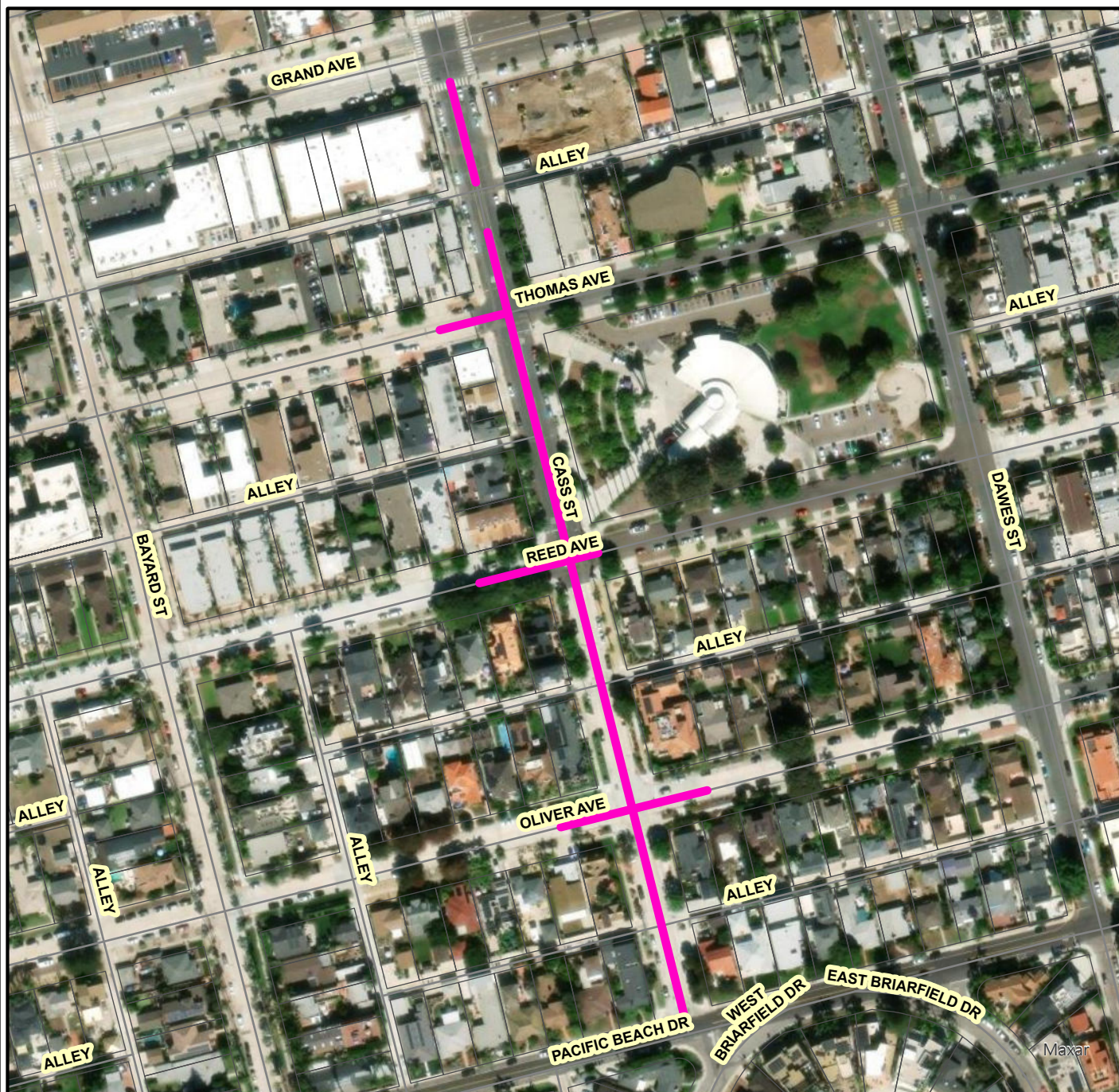
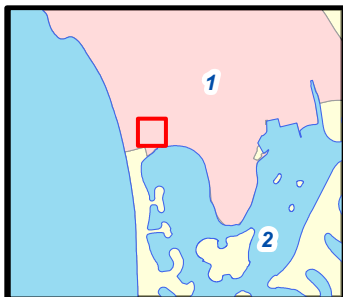
## Cass (Grand-Pacific Bch Dr) Rd Imp UU143

SENIOR ENGINEER  
ZACH BARHOUMI  
619-533-5114

PROJECT MANAGER  
NUSRA POOMCHONGKHO  
619-533-4644

PROJECT ENGINEER  
EPHRIAM BEKELE  
619-533-4147

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



### Legend

— B18148 Cass (Grand-Pacific Bch Dr) Rd Imp UU143



COMMUNITY NAME: Pacific Beach

COUNCIL DISTRICT: 1

WBS NO: B-18148

Date: 8/13/2024



Pacific Beach Road Improvements  
K-26-2414-DBB-3





# Engineering & Capital Projects

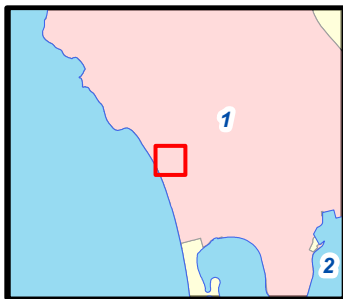
## MISSION BLVD SOUTH LORING OVERLAY

SENIOR ENGINEER  
ZACH BARHOUMI  
619-533-5114

PROJECT MANAGER  
NUSRA POOMCHONGKHO  
619-533-4644

PROJECT ENGINEER  
EPHRIAM BEKELE  
619-533-4147

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



### Legend

— Mission Blvd - Street Resurfacing



COMMUNITY NAME: PACIFIC BEACH

COUNCIL DISTRICT: 1

WBS NO: B24135

Date: 5/9/2024



Pacific Beach Road Improvements  
K-26-2414-DBB-3



**APPENDIX F**

**ADJACENT PROJECTS MAPS**



# Engineering & Capital Projects

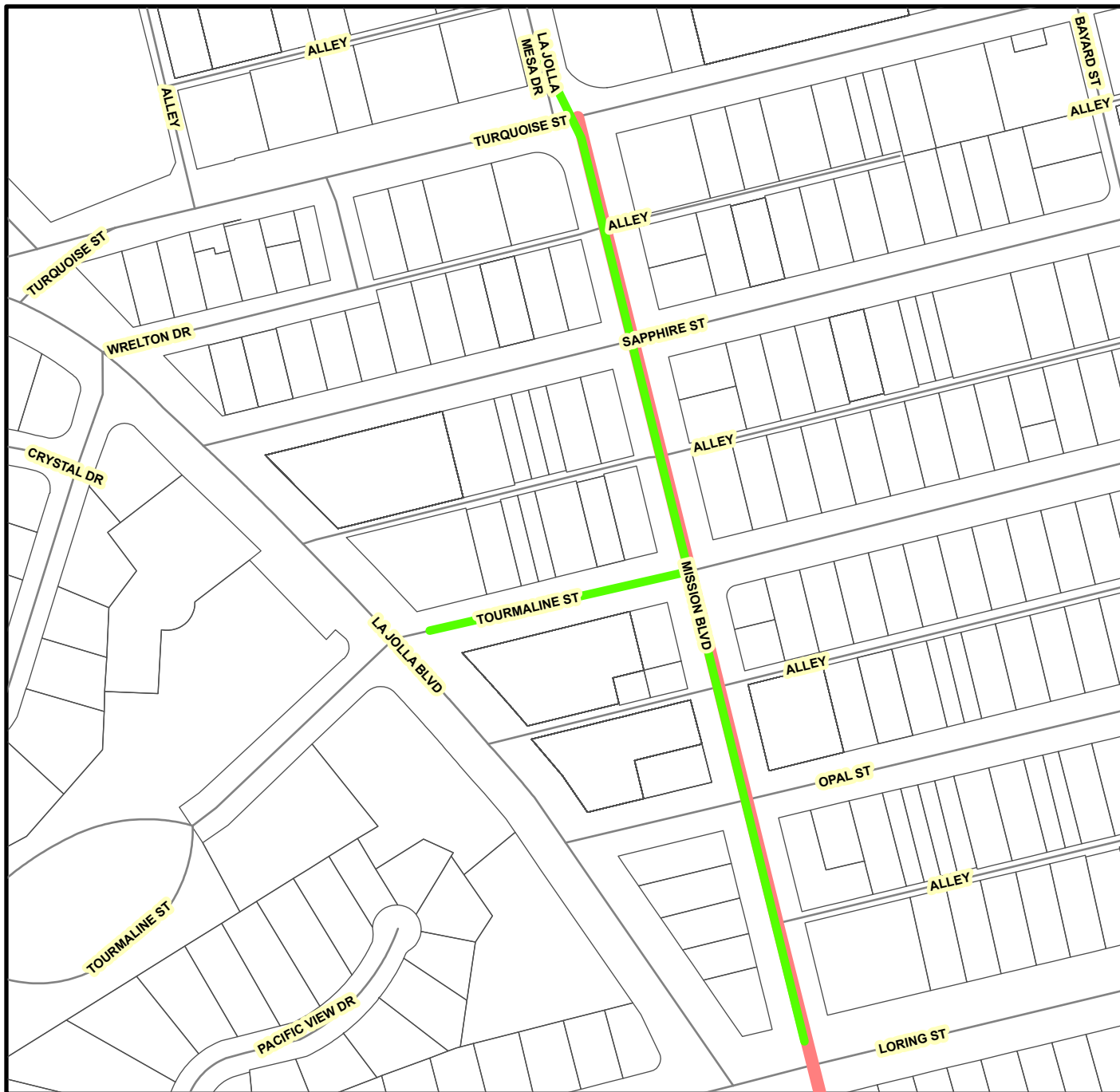
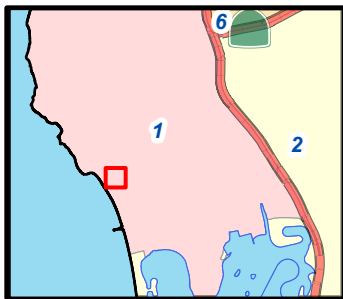
## Mission Bl(Loring-Turquoise) Rd Imp UU30

SENIOR ENGINEER  
ZACH BARHOUMI  
619-533-5114

PROJECT MANAGER  
NUSRA POOMCHONGKHO  
619-533-4644

PROJECT ENGINEER  
EPHRIAM BEKELE  
619-533-4147

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



### Legend

- B18140 Mission Bl(Loring-Turquoise) Rd Imp UU30
- B17131 Mission Blvd Communications Upgrade



COMMUNITY NAME: Pacific Beach

COUNCIL DISTRICT: 1

WBS NO: B-18140

Date: 7/23/2025



Pacific Beach Road Improvements  
K-26-2414-DBB-3



Engineering &  
Capital Projects

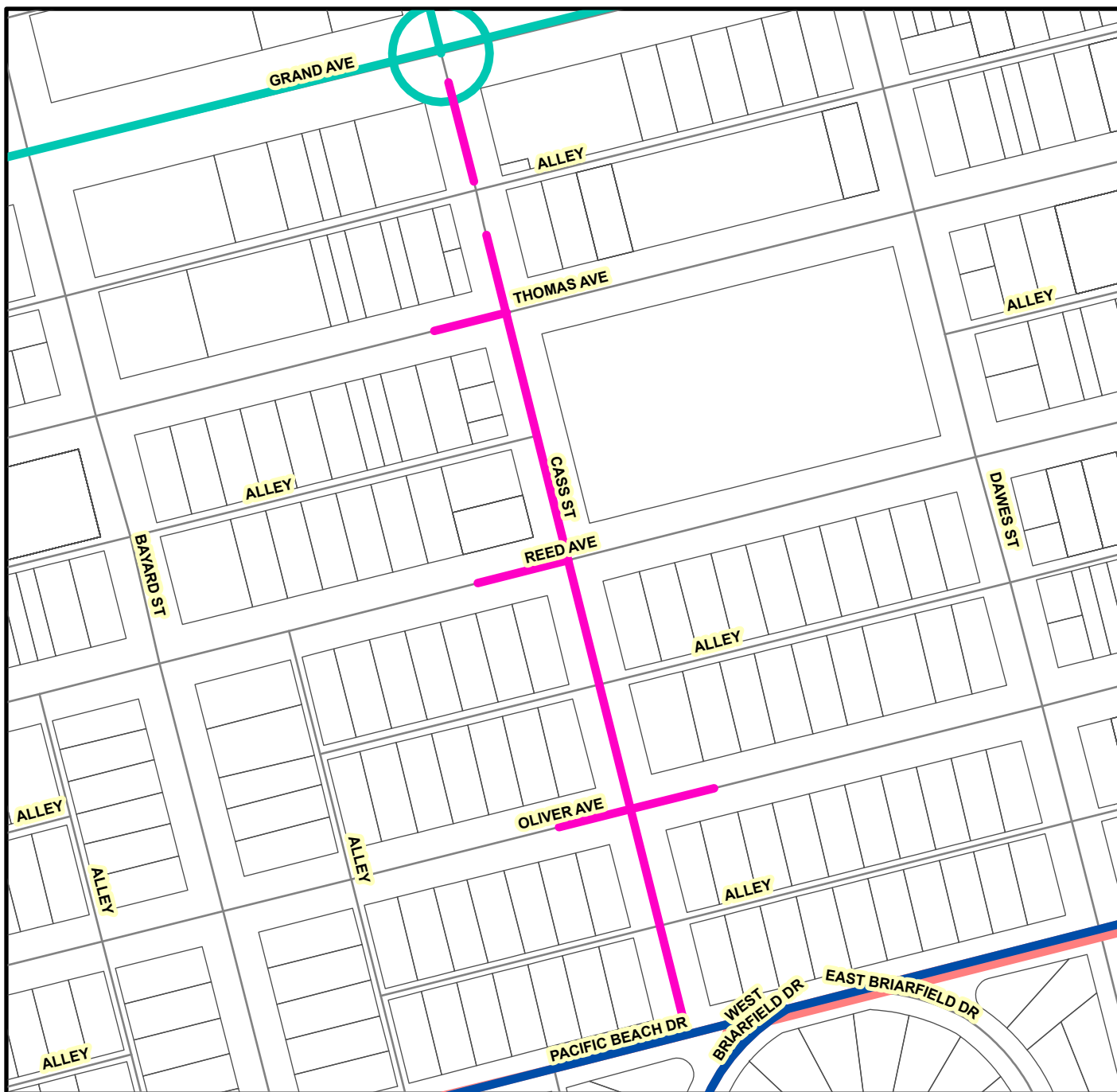
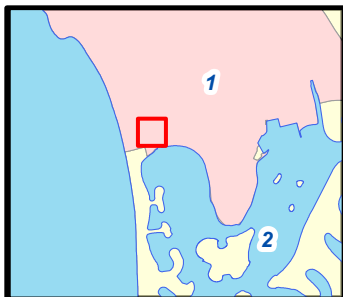
## Cass (Grand-Pacific Bch Dr) Rd Imp UU143

SENIOR ENGINEER  
ZACH BARHOUMI  
619-533-5114

PROJECT MANAGER  
NUSRA POOMCHONGKHO  
619-533-4644

PROJECT ENGINEER  
EPHRIAM BEKELE  
619-533-4147

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



### Legend

- B18148 Cass (Grand-Pacific Bch Dr) Rd Imp UU143
- B16144 B16145 Sewer & AC Water Crown Point West (W)(S)
- B24138 Crown Point West (P)
- B15065 Pacific Beach TS Interconnect Upgrade



COMMUNITY NAME: Pacific Beach

COUNCIL DISTRICT: 1

WBS NO: B-18148

Date: 11/12/2024



Pacific Beach Road Improvements  
K-26-2414-DBB-3



# Engineering & Capital Projects

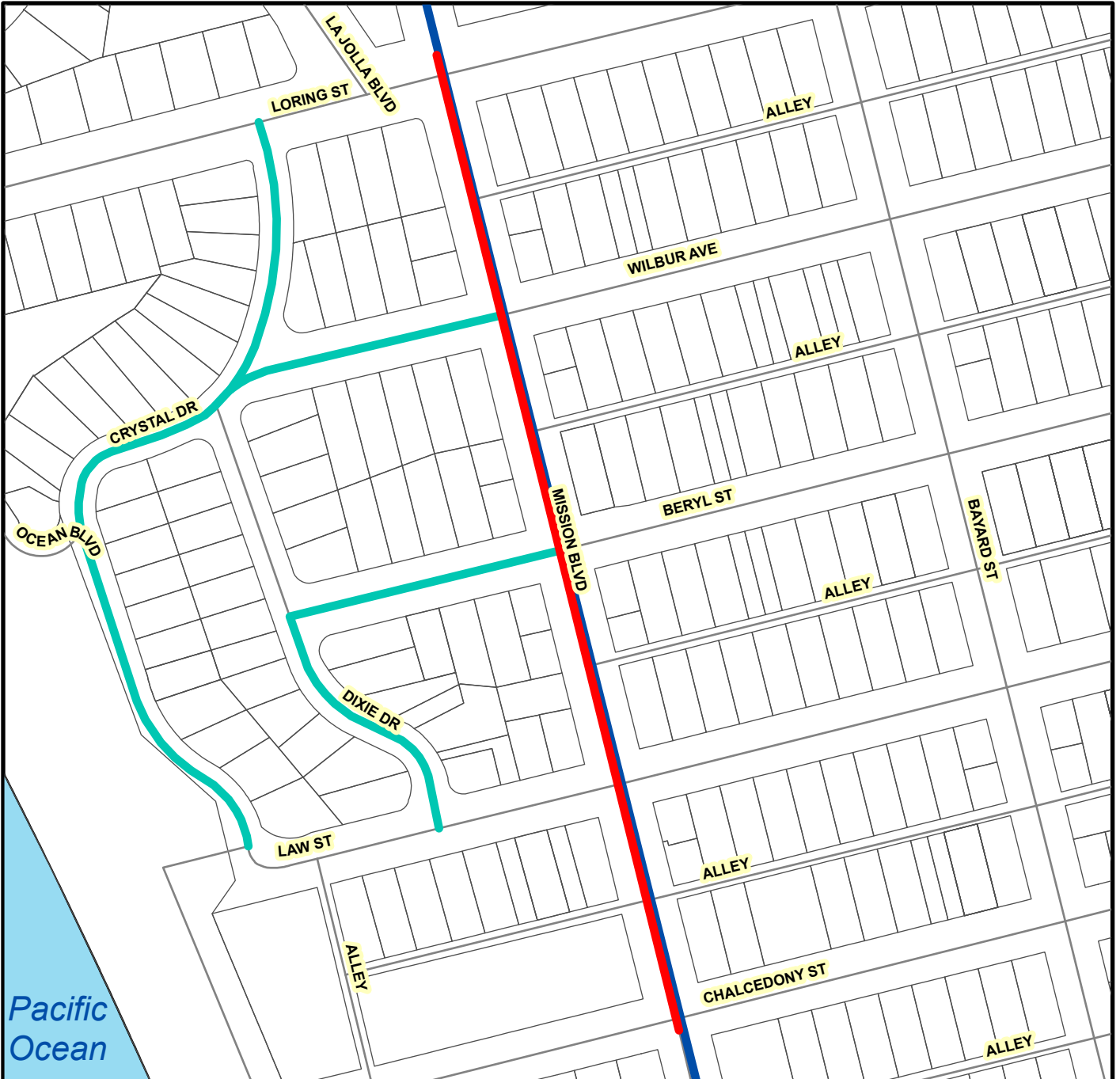
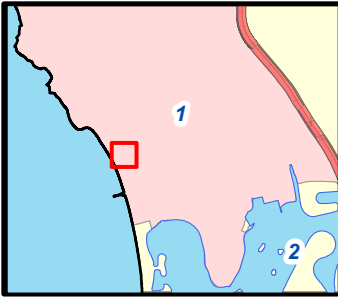
## Mission Blvd South Loring Overlay

SENIOR ENGINEER  
ZACH BARHOUMI  
619-533-5114

PROJECT MANAGER  
NUSRA POOMCHONGKHO  
619-533-4644

PROJECT ENGINEER  
EPHRIAM BEKELE  
619-533-4147

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



### Legend

- B24135 Mission Blvd South Loring Overlay
- B17131 Mission Blvd Communications Upgrade
- B25047 AC Overlay Group 2509



COMMUNITY NAME: Pacific Beach

COUNCIL DISTRICT: 1

WBS NO: B-24135

Date: 7/23/2025



## **APPENDIX G**

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

## Appendix G

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

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

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

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

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

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

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

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

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

Location and nature of defects:

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

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

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

Date's City Laboratory representative was present:

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

Verified the following:

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

Initials:

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

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

Quality Control Plan Administrator's Signature:

Date Signed:

\_\_\_\_\_

\_\_\_\_\_

**APPENDIX H**  
**HAZARDOUS WASTE LABEL/FORMS**



# HAZARDOUS WASTE

STATE AND FEDERAL LAW PROHIBITS IMPROPER DISPOSAL  
IF FOUND, CONTACT THE NEAREST POLICE, OR PUBLIC SAFETY  
AUTHORITY, OR THE U.S. ENVIRONMENTAL PROTECTION AGENCY  
OR THE CALIFORNIA DEPARTMENT OF HEALTH SERVICES

GENERATOR NAME _____		24 HR. PHONE ( ) _____
ADDRESS _____		
CITY _____	STATE _____	ZIP _____
EPA ID NO. _____	MANIFEST DOCUMENT NO. _____	
EPA WASTE NO. _____	CA WASTE NO. _____	ACCUMULATION START DATE _____ / ____ / ____
CONTENTS, COMPOSITION _____		
PROPER DOT SHIPPING NAME _____		
TECHNICAL NAME (S) _____		
UN/NA NO. WITH PREFIX _____		
PHYSICAL STATE	HAZARDOUS PROPERTIES	<input type="checkbox"/> FLAMMABLE <input type="checkbox"/> TOXIC
<input type="checkbox"/> SOLID <input type="checkbox"/> LIQUID	<input type="checkbox"/> CORROSIVE <input type="checkbox"/> REACTIVE	<input type="checkbox"/> OTHER _____

**HANDLE WITH CARE!**  
CONTAINS HAZARDOUS OR TOXIC WASTES

# INCIDENT/RELEASE ASSESSMENT FORM <sup>1</sup>

## If you have an emergency, Call 911

*Handlers of hazardous materials are required to report releases. The following is a tool to be used for assessing if a release is reportable. Additionally, a non-reportable release incident form is provided to document why a release is not reported (see back).*

### **Questions for Incident Assessment:**

	YES	NO
1. Was anyone killed or injured, or did they require medical care or admitted to a hospital for observation?	<input type="checkbox"/>	<input type="checkbox"/>
2. Did anyone, other than employees in the immediate area of the release, evacuate?	<input type="checkbox"/>	<input type="checkbox"/>
3. Did the release cause off-site damage to public or private property?	<input type="checkbox"/>	<input type="checkbox"/>
4. Is the release greater than or equal to a reportable quantity (RQ)?	<input type="checkbox"/>	<input type="checkbox"/>
5. Was there an uncontrolled or unpermitted release to the air?	<input type="checkbox"/>	<input type="checkbox"/>
6. Did an uncontrolled or unpermitted release escape secondary containment, or extend into any sewers, storm water conveyance systems, utility vaults and conduits, wetlands, waterways, public roads, or off site?	<input type="checkbox"/>	<input type="checkbox"/>
7. Will control, containment, decontamination, and/or clean up require the assistance of federal, state, county, or municipal response elements?	<input type="checkbox"/>	<input type="checkbox"/>
8. Was the release or threatened release involving an unknown material or contains an unknown hazardous constituent?	<input type="checkbox"/>	<input type="checkbox"/>
9. Is the incident a threatened release (a condition creating a substantial probability of harm that requires immediate action to prevent, reduce, or mitigate damages to persons, property, or the environment)?	<input type="checkbox"/>	<input type="checkbox"/>
10. Is there an increased potential for secondary effects including fire, explosion, line rupture, equipment failure, or other outcomes that may endanger or cause exposure to employees, the general public, or the environment?	<input type="checkbox"/>	<input type="checkbox"/>

If the answer is YES to any of the above questions – report the release to the California Office of Emergency Services at 800-852-7550 and the local CUPA daytime: (619) 338-2284, after hours: (858) 565-5255. Note: other state and federal agencies may require notification depending on the circumstances.

**\*Call 911 in an emergency\***

If all answers are NO, complete a Non Reportable Release Incident Form (page 2 of 2) and keep readily available. Documenting why a “no” response was made to each question will serve useful in the event questions are asked in the future, and to justify not reporting to an outside regulatory agency.

If in doubt, report the release.

---

<sup>1</sup> This document is a guide for accessing when hazardous materials release reporting is required by Chapter 6.95 of the California Health and Safety Code. It does not replace good judgment, Chapter 6.95, or other state or federal release reporting requirements.

# NON REPORTABLE RELEASE INCIDENT FORM

## 1. RELEASE AND RESPONSE DESCRIPTION

Incident # \_\_\_\_\_

Date/Time Discovered	Date/Time Discharge	Discharge Stopped <input type="checkbox"/> Yes <input type="checkbox"/> No
Incident Date / Time:		
Incident Business / Site Name:		
Incident Address:		
Other Locators (Bldg, Room, Oil Field, Lease, Well #, GIS)		
Please describe the incident and indicate specific causes and area affected. Photos Attached?: <input type="checkbox"/> Yes <input type="checkbox"/> No		
Indicate actions to be taken to prevent similar releases from occurring in the future.		

## 2. ADMINISTRATIVE INFORMATION

Supervisor in charge at time of incident:	Phone:
Contact Person:	Phone:

## 3. CHEMICAL INFORMATION

Chemical	Quantity <input type="checkbox"/> GAL <input type="checkbox"/> LBS <input type="checkbox"/> FT <sup>3</sup>
Chemical	Quantity <input type="checkbox"/> GAL <input type="checkbox"/> LBS <input type="checkbox"/> FT <sup>3</sup>
Chemical	Quantity <input type="checkbox"/> GAL <input type="checkbox"/> LBS <input type="checkbox"/> FT <sup>3</sup>
Clean-Up Procedures & Timeline:	
Completed By:	Phone:
Print Name:	Title:

# EMERGENCY RELEASE FOLLOW - UP NOTICE REPORTING FORM

<b>A</b>	BUSINESS NAME	FACILITY EMERGENCY CONTACT & PHONE NUMBER (    )    -	
<b>B</b>	INCIDENT DATE	MO DAY YR	TIME OES NOTIFIED (use 24 hr time)
<b>C</b>	INCIDENT ADDRESS LOCATION		CITY / COMMUNITY COUNTY ZIP
<b>D</b>	CHEMICAL OR TRADE NAME (print or type)		CAS Number
<b>E</b>	CHECK IF CHEMICAL IS LISTED IN 40 CFR 355, APPENDIX A <input type="checkbox"/>		CHECK IF RELEASE REQUIRES NOTIFICATION UNDER 42 U.S.C. Section 9603 (a) <input type="checkbox"/>
<b>F</b>	PHYSICAL STATE CONTAINED <input type="checkbox"/> SOLID <input type="checkbox"/> LIQUID <input type="checkbox"/> GAS	PHYSICAL STATE RELEASED <input type="checkbox"/> SOLID <input type="checkbox"/> LIQUID <input type="checkbox"/> GAS	QUANTITY RELEASED
<b>G</b>	ENVIRONMENTAL CONTAMINATION <input type="checkbox"/> AIR <input type="checkbox"/> WATER <input type="checkbox"/> GROUND <input type="checkbox"/> OTHER	TIME OF RELEASE	DURATION OF RELEASE — DAYS — HOURS — MINUTES
<b>H</b>	ACTIONS TAKEN		
<b>I</b>	KNOWN OR ANTICIPATED HEALTH EFFECTS (Use the comments section for addition information) <input type="checkbox"/> ACUTE OR IMMEDIATE (explain) _____ <input type="checkbox"/> CHRONIC OR DELAYED (explain) _____ <input type="checkbox"/> NOTKNOWN (explain) _____		
<b>J</b>	ADVICE REGARDING MEDICAL ATTENTION NECESSARY FOR EXPOSED INDIVIDUALS		
<b>K</b>	COMMENTS (INDICATE SECTION (A - G) AND ITEM WITH COMMENTS OR ADDITIONAL INFORMATION)		
<b>L</b>	CERTIFICATION: I certify under penalty of law that I have personally examined and I am familiar with the information submitted and believe the submitted information is true, accurate, and complete. REPORTING FACILITY REPRESENTATIVE (print or type) _____ SIGNATURE OF REPORTING FACILITY REPRESENTATIVE _____ DATE: _____		

## **EMERGENCY RELEASE FOLLOW-UP NOTICE REPORTING FORM INSTRUCTIONS**

### **GENERAL INFORMATION:**

Chapter 6.95 of Division 20 of the California Health and Safety Code requires that written emergency release follow-up notices prepared pursuant to 42 U.S.C. § 11004, be submitted using this reporting form. Non-permitted releases of reportable quantities of Extremely Hazardous Substances (listed in 40 CFR 355, appendix A) or of chemicals that require release reporting under section 103(a) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 [42 U.S.C. § 9603(a)] must be reported on the form, as soon as practicable, but no later than 30 days, following a release. The written follow-up report is required in addition to the verbal notification.

### **BASIC INSTRUCTIONS:**

- The form, when filled out, reports follow-up information required by 42 U.S.C § 11004. Ensure that all information requested by the form is provided as completely as possible.
- If the incident involves reportable releases of more than one chemical, prepare one report form for each chemical released.
- If the incident involves a series of separate releases of chemical(s) at different times, the releases should be reported on separate reporting forms.

### **SPECIFIC INSTRUCTIONS:**

**Block A:** Enter the name of the business and the name and phone number of a contact person who can provide detailed facility information concerning the release.

**Block B:** Enter the date of the incident and the time that verbal notification was made to OES. The OES control number is provided to the caller by OES at the time verbal notification is made. Enter this control number in the space provided.

**Block C:** Provide information pertaining to the location where the release occurred. Include the street address, the city or community, the county and the zip code.

**Block D:** Provide information concerning the specific chemical that was released. Include the chemical or trade name and the Chemical Abstract Service (CAS) number. Check all categories that apply. Provide best available information on quantity, time and duration of the release.

**Block E:** Indicate all actions taken to respond to and contain the release as specified in 42 U.S.C. § 11004(c).

**Block F:** Check the categories that apply to the health effects that occurred or could result from the release. Provide an explanation or description of the effects in the space provided. Use Block H for additional comments/information if necessary to meet requirements specified in 42 U.S.C. § 11004(c).

**Block G:** Include information on the type of medical attention required for exposure to the chemical released. Indicate when and how this information was made available to individuals exposed and to medical personnel, if appropriate for the incident, as specified in 42 U.S.C. § 11004(c).

**Block H:** List any additional pertinent information.

**Block I:** Print or type the name of the facility representative submitting the report. Include the official signature and the date that the form was prepared.

### **MAIL THE COMPLETED REPORT TO:**

**State Emergency Response Commission (SERC)  
Attn: Section 304 Reports  
Hazardous Materials Unit  
3650 Schriever Avenue  
Mather, CA 95655**

**NOTE:** Authority cited: Sections 25503, 25503.1 and 25507.1, Health and Safety Code. Reference: Sections 25503(b)(4), 25503.1, 25507.1, 25518 and 25520, Health and Safety Code.

**APPENDIX I**

**SAMPLE OF PUBLIC NOTICE**



## CONSTRUCTION NOTICE

### PROJECT TITLE

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

#### The work will consist of:

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

#### How your neighborhood may be impacted:

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

#### Hours and Days of Operation:

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

#### City of San Diego Contractor:

Company Name, XXX-XXX-XXXX



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

#### Hours and Days of Operation:

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

#### City of San Diego Contractor:

Company Name, XXX-XXX-XXXX

## **APPENDIX J**

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



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

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

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

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

- A. Endpoints, see Photo 1:

**Photo 1**



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



---

Network Devices, see Photo 3:



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

**Photo 4**



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

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

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

**Photo 5**

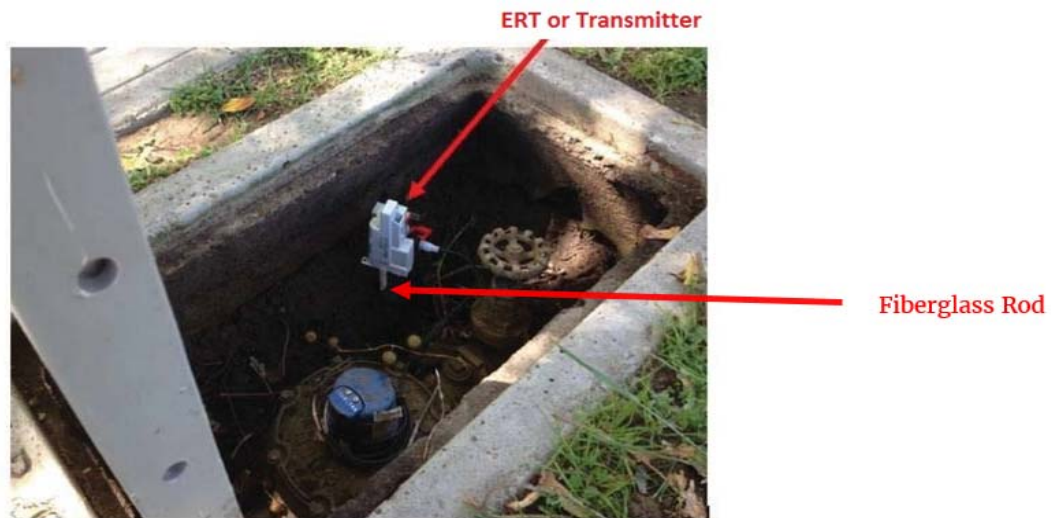


Photo 6 below is an example of disturbance that shall be avoided:

**Photo 6**





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

**Photo 7**



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

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

**Photo 8**



**Network Device**

**Photo 9**



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

Rev. 9.11.2023

**APPENDIX K**

**PAVEMENT CORE SAMPLE RESULTS**

CITY OF SAN DIEGO

MEMORANDUM

Date: April 24, 2019

To: Farlito Valenzuela, Associate Engineer, Right of Way Design Division

From: Victor Cardenas, Assistant Engineer, Field Division, Materials Testing Laboratory

**Subject: Request for Pavement Coring – Contract 103 Curb Ramp Installation and Street Resurfacing for B-18138, B-18140, B-17071, B-18149, and B-18153.**

Per your email requesting coring of the above referenced project dated April 10, 2019. Cores were obtained from the locations on the provided map. The results are as follows:

<u>Sample #</u>	<u>Location of sample collected</u>	<u>Pavement Thickness</u>
#1	6000 Golfcrest Dr. 4' west of east curb.	4 1/2" of AC. No Pavement Fabric.
#2	6771 Golfcrest Dr. 4' west of east curb.	3 1/2" of AC. No Pavement Fabric.
#3	6751 Golfcrest Dr. 4' west of east curb.	4" of AC. No Pavement Fabric.
#4	6731 Golfcrest Dr. 3' west of east curb.	3 3/4" of AC. No Pavement Fabric.
#5	6711 Golfcrest Dr. 3' west of east curb.	3 3/4" of AC. No Pavement Fabric.
#6	6698 Golfcrest Dr. 3' west of east curb.	3 1/2" of AC. No Pavement Fabric.
#7	6688 Golfcrest Dr. 4' west of east curb.	4" of AC. No Pavement Fabric.
#8	6668 Golfcrest Dr. 3' west of east curb.	4" of AC. No Pavement Fabric.
#9	6650 Golfcrest Dr. 4' west of east curb.	8" of AC. No Pavement Fabric.



#10	6629 Golfcrest Dr. 3' east of west curb.	4" of AC. No Pavement Fabric.
#11	6611 Golfcrest Dr. 4' west of east curb.	3 3/4" of AC. No Pavement Fabric.
#12	7150 Wandermere Dr. 3' south of north curb.	4 3/4" of AC. No Pavement Fabric.
#13	6592 Golfcrest Dr. 2' west of east curb.	2 3/4" of AC. No Pavement Fabric.
#14	6575 Golfcrest Dr. 4' west of east curb.	4 1/2" of AC. No Pavement Fabric.
#15	6547 Golfcrest Dr. 3' west of east curb.	4 1/2" of AC. No Pavement Fabric.
#16	3800 Menlo Ave. 4' south of north curb.	7" of AC. No Pavement Fabric.
#17	4112 Gresham St. 3 west of east curb.	5 3/4" of AC. No Pavement Fabric.
#18	1301 Thomas Ave. 3' south of north curb.	6" of AC. No Pavement Fabric.
#19	1261 Thomas Ave. 5' south of north curb.	5" of AC. No Pavement Fabric.

#20	5004 Mission Blvd. 4' east of west curb.	2 1/2" of AC. 6" of PCC. Pavement Fabric at 1".
#21	5018 Mission Blvd. 4' east of west curb.	3" of AC. 6 1/2" of PCC. Pavement Fabric at 1". Hollow Cavity below core.
#22	5050 Mission Blvd. 5' east of west curb.	3 1/2" of AC. 6" of PCC. Pavement Fabric at 1".
#23	5063 Mission Blvd. 8' east of west curb.	3 1/4" of AC. 7" of PCC. Pavement Fabric at 3/4".

#24	5082 Mission Blvd. 4' east of west curb.	3 1/4' of AC. 8" of PCC. Pavement Fabric at 3/4".
#25	803 Tourmaline St. 4' south of north curb.	6" of AC. No Pavement Fabric.
#26	783 Tourmaline St. 12' south of north curb.	4" of AC. No Pavement Fabric.
#27	5106 Mission Blvd. 4' east of west curb.	2 1/4" of AC. 6" of PCC. Pavement Fabric at 1".
#28	5132 Mission Blvd. 26' east of west curb.	2" of AC. 7" of PCC. Pavement Fabric at 1 1/2".
#29	800 Sapphire St. 12' east of west curb.	5 1/2" of AC. No Pavement Fabric.
#30	5165 Mission Blvd. 22' east of west curb.	4 3/4" of AC. 7 1/4" of PCC. Pavement Fabric at 1 1/2".
#31	5200 Blk. of La Jolla Mesa Dr. 4' east of west curb.	6 1/2" of AC. No Pavement Fabric.
#32	5180 Mission Blvd. 10 east of west curb.	2" of AC. 10 1/4" of PCC. Pavement Fabric at 2".
#33	4217 Hilltop Dr. 3' north of south curb.	5" of AC. No Pavement Fabric.
#34	4200 Hilltop Dr. 3' north of south curb.	1 1/2" of AC. 5 1/2" of PCC. No Pavement Fabric.
#35	900 41 <sup>st</sup> St. 13' east of west curb.	4 1/4" of AC. No Pavement Fabric.
#36	880 Raven St. 14' east of west curb.	6" of AC. No Pavement Fabric.

#37	915 40 <sup>th</sup> St. 13' east of west curb.	3 3/4" of AC. No Pavement Fabric.
#38	3940 Hilltop Dr. 12' east of west curb.	4" of AC. No Pavement Fabric.
#39	3910 Hilltop Dr. 12' east of west curb.	3 1/2" of AC. No Pavement Fabric.
#40	903 39 <sup>th</sup> St. 10' south of north curb.	4 1/4" of AC. No Pavement Fabric.
#41	887 39 <sup>th</sup> St. 8' south of north curb.	5" of AC. No Pavement Fabric.
#42	3842 Hilltop Dr. 15' east of west curb.	3 1/2" of AC. No Pavement Fabric.
#43	3820 Hilltop Dr. 12' east of west curb.	9 3/4" of AC. No Pavement Fabric.
#44	800 Boundary St. 6' north of south curb.	2 1/4" of AC. No Pavement Fabric.

Should you have any further questions, or if we can be of further assistance please call 858-627-3256.

Victor Cardenas



cc: Randy Encinas

**CITY OF SAN DIEGO  
MEMORANDUM**

**DATE:** June 29, 2024

**TO:** Ephriam Bekele, Project Engineer, Stormwater & Transportation Project Delivery Division, Underground Utility Section

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

**SUBJECT:** Request for Pavement Coring, Cass (Grand-Pacific Bch Dr.) Rd Imp UU 143 (B-18148)

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Per your memo requesting coring of the existing street pavement to determine the type and thickness of the pavement for the subject project dated May 30, 2024. Our results are as follow:

Core #	LOCATION	AC	PCC	PAVEMENT FABRIC DEPTH	Base Depth/Type	SE	R-Value
1	4325 Cass St	6"	6 ½"		No Base	6	Less than 5
2	4286 Cass St	6"	4 ½"		No Base		

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

Randy Encinas

Cc: File  
Rimon Zaky

Coring results for B-18148 Cass (Grand-Pacific Bch Dr) Rd Imp UU143 are denoted in red box.

## CITY OF SAN DIEGO MEMORANDUM

**DATE:** May 28, 2021

**TO:** Zach Barhoumi, Associate Engineer, Transportation & Utilities Engineering Division

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

**SUBJECT:** Request for Pavement Coring, Contract 104 (UUP Curb Ramp Installation & Street Resurfacing for B-18148 Cass St, B-18137 Coronado Ave)

Per your memo requesting coring of the existing street pavement to determine the type and thickness of the pavement for the subject project dated April 12, 2021. Our results are as follow:

Core #	LOCATION	AC	PCC	PAVEMENT FABRIC DEPTH	Base Depth/Type	SE	R-Value
1	1094 27th St	4"	8"		No Base	17	56
2	1095 Dearborn Dr	4"			4" Class II Base	7	Less than 5
3	27th St 50 ft S/O Coronado Ave	4"			4" Class II Base		
4	Cass St approx 40 ft N/O Pacific Beach Dr		5"		No Base		
5	1006 Oliver Ave		5"		No Base		
6	4206 Cass St		6"		No Base	60	30
7	4235 Cass St		4 ½"		No Base		
8	963 Oliver Ave		3 ½"		No Base		

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

Randy Encinas

Cc: File

# CITY OF SAN DIEGO MEMORANDUM

**DATE:** June 21, 2024

**TO:** Ephriam Bekele, Assistant Civil Engineer, Stormwater & Transportation Project Delivery Division, Underground Utility Section

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

**SUBJECT:** Request for Pavement Coring, Mission Blvd South Loring Overlay (B-24135)

Per your memo requesting coring of the existing street pavement to determine the type and thickness of the pavement for the subject project dated April 25, 2024. Our results are as follow:

Core #	LOCATION	AC	PCC	PAVEMENT FABRIC DEPTH	Base Depth/Type	SE	R-Value
1	4202 Mission Blvd	4 ½"	7 ½"	1 ¼"	No Base	10	44
2	4831 Mission Blvd	5"	8"	1 ¾"	No Base		
3	4864 Mission Blvd	3 ½"	6 ½"	N/A	No Base		
4	4865 Mission Blvd	4 ½"	6 ½"	2 ½"	No Base		
5	Intersection of Mission Blvd & Beryl St	11"	14+"	1 ½"	Class II		
6	4922 Mission Blvd	4 ½"	6 ½"	1 ¼"	No Base		
7	4937 Mission Blvd	4 1/2"	6 ½"	1 ¼"	No Base		
8	Intersection of Mission Blvd & Wilbur Ave	3"	8"	1 ½"	No Base		
9	4966 Mission Blvd	4"	6"	N/A	No Base	6	Less than 5

Core #	LOCATION	AC	PCC	PAVEMENT FABRIC DEPTH	Base Depth/Type	SE	R-Value
10	Loring & Mission Blvd			N/A	No Base		
	Top 4" AC 5" PCC 6" AC Bottom 8" PCC						

Number 10 started with AC, then PCC, back AC, and then PCC for a total of 23" pavement section.

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

Randy Encinas

Cc: File  
Rimon Zaky



**APPENDIX L**

**MISSION BLVD SOUTH LORING OVERLAY EXHIBITS AND ESTIMATED QUANTITIES**





# Engineering & Capital Projects

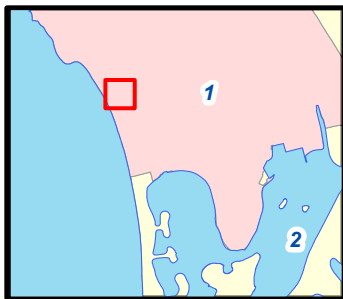
## Mission Blvd South Loring Overlay

SENIOR ENGINEER  
ZACH BARHOUMI  
619-533-5114

PROJECT MANAGER  
NUSRA POOMCHONGKHO  
619-533-4644

PROJECT ENGINEER  
EPHRIAM BEKELE  
619-533-4147

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



### Legend

- Single Ramp (15)
- 8' Wide Ramp (5)
- ▨ Cold Milling & AC Overlay Type B w/ FRAC (3 inch)



COMMUNITY NAME: Pacific Beach

COUNCIL DISTRICT: 1

WBS NO: B-24135

Date: 7/1/2025



Pacific Beach Road Improvements  
K-26-2414-DBB-3



Mission Blvd South Loring Overlay - Estimated Asphalt Construction Quantities																					
SAP ID	Street Name	Cross Street 1	Cross Street 2	PCI 2023	Estimated OCI as of 10/29/24	Street Classification	Council District	Street Length (LF)	Street Width	Cold Mills (SF)	Cold Mill Type & Depth PER SDG-106	Proposed AC Thickness (in)	Base Repair (SF)	Continental Crosswalk (SF)	Loops			Adjust GV to Grade (EA)	Adjust MH to Grade (EA)	Notes	
															Type E (EA)	Type E Mod (EA)	Total				
SS-018498-PV1	MISSION BLVD	CHALCEDONY ST	LAW ST	42.25	35.68	4-lane Major Road	1	350	60	21000	FULL WIDTH COLD MILLING AND AC OVERLAY TYPE B w/ FRAC (3 INCH)	3"	624		7	3	10	2	2	Base repair areas not marked in field. Contractor to walk & mark out with City team prior to construction.	
SS-018497-PV1	MISSION BLVD	LAW ST	BERYL ST	23.97	17.4	4-lane Major Road		350	60	21000	FULL WIDTH COLD MILLING AND AC OVERLAY TYPE B w/ FRAC (3 INCH)	3"	568	576	5	2	7	-	2	Marked in Field: 1) Approx. 34'X6' base repair area located 55' north of Law St in front of 4854 Mission Blvd. 2) Approx. 28'X6' base repair area located 85' north of Law St right next to the dashed lanes facing northbound.	
																				Remaining base repair areas not marked in field. Contractor to walk & mark out with City team prior to construction.	
SS-018496-PV1	MISSION BLVD	BERYL ST	WILBUR AVE	50.08	43.51	4-lane Major Road		350	60	21000	FULL WIDTH COLD MILLING AND AC OVERLAY TYPE B w/ FRAC (3 INCH)	3"	478	288	-	-	-	-	-	Marked in Field: 1) Approx. 7'X4' base repair area located 18' north west of the gate valves at Beryl St. 2) Approx. 4'X9' base repair area located 30' north of Beryl St between the first two dashed lanes facing northbound.	
																				Remaining base repair areas not marked in field. Contractor to walk & mark out with City team prior to construction.	
SS-018495-PV1	MISSION BLVD	WILBUR AVE	LORING ST	37.44	30.87	4-lane Major Road		410	60	24600	FULL WIDTH COLD MILLING AND AC OVERLAY TYPE B w/ FRAC (3 INCH)	3"	2480	240	7	3	10	-	-	Marked in Field: 1) Approx. 5'X6' base repair area located just in front of the crosswalk along the thru lane near the NW corner of Mission Blvd and Loring St.	
																				Remaining base repair areas not marked in field. Contractor to walk & mark out with City team prior to construction.	
								1460			87600				4150	1104	19	8	27	2	4

Mission Blvd South Loring Overlay - Estimated Concrete Construction Quantities																						
Item	Street Name	Cross Street 1	Street Classification	Curb Ramp Assessment (Type)				PPB (EA)	PPB Post (EA)	Protective Railing (EA)	Adjust Pull Box (EA)	Bus Stop Slab (CY)	Relocate/Replace Traffic Sign & Post (EA)	Relocate Limit Line (LF)	Paint and/or Extend Red Curb (LF)	Survey Marker (EA)	Historical Stamp (EA)	Alley Apron Replacement (EA)	Notes			
				NW	NE	SW	SE												NW	NE	SW	SE
1	MISSION BLVD	CHALCEDONY ST	4-lane Major Road	A	A	-	-	-	-	-	-	-	-	-	20	2	-	-	Protect existing survey marker, sign post, utility box and foundation. Trim existing shrubs and provide a clear path of travel.	Protect existing fence, streetlight, survey marker and sign post. Paint 20 feet red curb.	-	-
2	MISSION BLVD	Alley btw Chalcedony & Law St	4-lane Major Road	D	-	D	-	-	-	1	2	-	-	-	-	-	-	1	Protect existing bush and fence.	-	Install Type D curb ramp with one (1) flare. Protect existing electric box and adjust existing water meter and communication box to grade. Install Type B protective railing per SDG-140 and reflective paint.	-
3	MISSION BLVD	LAW ST	4-lane Major Road	C1 8-Ft Wide	A1	A1	A1	8	5	-	-	-	-	-	-	5	1	-	Protect existing traffic signal pole, retaining wall, meter pedestal and foundation, utility box and foundation, survey marker and pullbox. Install 6" wide retaining curb. Placement of existing historical stamp or impression per SDG-115. Remove existing (2) PPB and install (2) new 2-wire APS polara station system and (2) post per ADA and MUTCD requirements.	Protect existing traffic signal pole, fence, survey marker, tree and (2) pullbox. Remove existing (2) PPB and install (2) new 2-wire APS polara station system and (1) post per ADA and MUTCD requirements. Install (1) PPB on existing traffic signal pole.	Protect existing traffic signal pole, controller cabinet, fire hydrant, survey marker and (3) pullbox. Remove existing (2) PPB and install (2) new 2-wire APS polara station system and (1) post per ADA and MUTCD requirements. Install (1) PPB on existing traffic signal pole.	Protect existing traffic signal pole, landscape, sign post, fire hydrant, (2) survey marker and (2) pullbox. Remove existing (2) PPB and install (2) new 2-wire APS polara station system and (1) post per ADA and MUTCD requirements. Install (1) PPB on existing traffic signal pole.
4	MISSION BLVD	Alley btw Law & Beryl St	4-lane Major Road	-	D	-	D	-	-	-	-	-	-	-	-	-	-	1	-	Install Type D curb ramp with one (1) flare. Protect existing retaining wall and landscape.	-	Protect existing fence and utility riser.
5	MISSION BLVD	BERYL ST	4-lane Major Road	C1	-	A	A	-	-	-	-	-	1	20	20	3	2	-	Protect existing fence, shrubs, sign post, (2) surey marker and (2) pullbox. Install 6" wide retaining curb. Placement of existing historical stamp or impression per SDG-115.	Paint 20 feet red curb	Protect existing (2) streetlight, retaining wall, fire hydrant and pullbox. Relocate and replace existing sign post per SDM-104. Relocate stop limit line and pave marking before curb ramp opening.	Protect existing streetlight, sprinklers, fire hydrant, pullbox, survey marker and tree. Placement of existing historical stamp or impression per SDG-115.
6	MISSION BLVD	WILBUR AVE	4-lane Major Road	C1	A1	A	A	-	-	-	1	25	-	40	15	2	2	-	Protect existing Type 1-A pole, streetlight, shrub, pullbox, utility box and foundation.	Protect existing streetlight, retaining wall, utility box and foundation, sign post, survey marker and (1) pullbox. Install curb ramp flare 5 feet away from streetlight pole. Adjust (1) pullbox to grade as necessary. Relocate stop limit line and pave marking before curb ramp opening and paint/extend red curb 20 feet.	Protect existing streetlight, retaining wall, sign post and pullbox. Placement of existing historical stamp or impression per SDG-115. Relocate stop limit line and pave marking before curb ramp opening and paint/extend red curb 20 feet.	Protect existing fence, fire hydrant, sign post, survey marker and tree. Placement of existing historical stamp or impression per SDG-115. Install bus slab per SDG-102 and replace/relocate existing yield line with limit line before curb ramp opening.
7	MISSION BLVD	Alley btw Wilbur & Loring St	4-lane Major Road	-	D	-	D	-	-	-	-	-	-	-	-	-	-	1	-	Install Type D curb ramp with one (1) flare. Protect existing retaining wall and tree.	-	Install Type D curb ramp with one (1) flare. Protect existing retaining wall, landscape and (2) pullbox.
8	MISSION BLVD	LORING ST	4-lane Major Road	-	-	-	A	2	-	-	-	-	1	-	-	-	1	-	-	-	Remove existing PPB and install new 2-wire APS polara station system on existing Type 1-A pole per ADA and MUTCD requirements. Relocate and replace existing sign post per SDM-104.	Protect existing traffic signal pole, pedestrian barricade, (2) pullbox, landscape, tree, controller cabinet and foundation. Placement of existing historical stamp or impression per SDG-115. Remove existing PPB and install new 2-wire APS polara station system on existing traffic signal pole per ADA and MUTCD requirements. Remove existing crosswalk and install new continental crosswalk per SDM-116.

10	5	1	3	25	2	60	55	12	6	3
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### **CONTRACTOR'S NOTES:**

1. PURSUANT TO SECTION 4216 OF THE GOVERNMENT CODE, AT LEAST 2 WORKING DAYS PRIOR TO EXCAVATION, YOU MUST CONTACT THE REGIONAL NOTIFICATION CENTER (E.G. UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA) AND OBTAIN AN INQUIRY IDENTIFICATION NUMBER.
2. NOTIFY SDG&E AT LEAST 10 WORKING DAYS PRIOR TO EXCAVATING WITHIN 10' OF SDG&E UNDERGROUND HIGH VOLTAGE TRANSMISSION POWER LINES. (I.E., 69 KV & HIGHER).
3. STORM DRAIN INLETS SHALL REMAIN FUNCTIONAL AT ALL TIMES DURING CONSTRUCTION.
4. ALL ADVANCE METERING INFRASTRUCTURE (AMI) DEVICES ATTACHED TO THE WATER METER OR LOCATED IN OR NEAR WATER METER BOXES, COFFINS, OR VAULTS SHALL BE PROTECTED AT ALL TIMES IN ACCORDANCE WITH THE CONTRACT DOCUMENTS.
5. PROTECT EXISTING UTILITIES, WATER METER/UTILITY PULL BOX AND ELECTRICAL BOX IN PLACE AND ADJUST TO GRADE.
6. ALL EXISTING SITE CONDITIONS TO BE DOCUMENTED PRIOR TO ANY DEMOLITION AND/OR EXCAVATION.
7. CONTRACTOR TO NOTIFY THE PROPERTY OWNER BEFORE RELOCATING EXISTING TREES OR SPRINKLER HEADS.
8. PROTECT EXISTING DRY UTILITIES, AND COORDINATE ADJUSTMENT TO GRADE WITH DRY UTILITY OWNER.
9. FOR NEW OR RELOCATED SIGNAL AND/OR PEDESTRIAN PUSH BUTTON (PPB) POLES, THE HOUSING ASSEMBLY FOR THE PPB'S SHALL BE REPLACED WITH A METALLIC HOUSING WITH A COLOR THAT MATCHES COLOR NO. 33538 OF FED-STD-595.
10. CONTRACTOR TO PROTECT ANY EXISTING WALLS BEHIND THE SIDEWALK DURING DEMOLITION AND CONSTRUCTION.
11. CONSTRUCTION STORM WATER PROTECTION NOTES:
  - a. TOTAL SITE DISTURBANCE AREA: 0.25 ACRES  
HYDROLOGIC UNIT/ WATERSHED: PENASQUITOS HU/MISSION BAY WATERSHED  
HYDROLOGIC SUB-AREA NAME & NO: SCRIPPS 906.30

- b. THE CONTRACTOR SHALL COMPLY WITH THE REQUIREMENTS OF THE MINOR WPCP ☐

THE PROJECT IS SUBJECT TO MUNICIPAL SEPARATE STORM SEWER SYSTEM (MS4) PERMIT NO. R9-2013-0001 AS AMENDED BY R9-2015-0001 AND R9-2015-0100

WPCP ☒

THE PROJECT IS SUBJECT TO MUNICIPAL SEPARATE STORM SEWER SYSTEM (MS4) PERMIT NO. R9-2013-0001 AS AMENDED BY R9-2015-0001 AND R9-2015-0100

SWPPP ☐

THE PROJECT IS SUBJECT TO MUNICIPAL SEPARATE STORM SEWER SYSTEM (MS4) PERMIT NO. R9-2013-0001 AS AMENDED BY R9-2015-0001 AND R9-2015-0100 AND CONSTRUCTION GENERAL PERMIT (CGP) ORDER 2022-0057 DWQ

TRADITIONAL: RISK LEVEL 1 ☐ 2 ☐ 3 ☐

LUP: RISK TYPE 1 ☐ 2 ☐ 3 ☐

- c. CONSTRUCTION SITE PRIORITY

ASBS ☐ HIGH ☐ MEDIUM ☐ LOW ☒

12. PERMANENT STORM WATER BMP CATEGORY:

PRIORITY DEVELOPMENT PROJECT ☐

STANDARD DEVELOPMENT PROJECT ☐

PDP EXEMPT ☐

NOT SUBJECT TO PERMANENT STORM WATER REQUIREMENTS ☒

13. TRAFFIC CONTROL NOTES:

THE CONTRACTOR SHALL, PER SECTION 501-2 OF THE CITY SUPPLEMENT TO THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION, PREPARE TRAFFIC CONTROL WORKING DRAWINGS AND SUBMIT THEM TO THE RESIDENT ENGINEER, WHO WILL THEN ROUTE THEM TO THE PUBLIC WORKS TRAFFIC CONTROL SECTION FOR REVIEW AND APPROVAL. THE CONTRACTOR SHALL ALLOW A MINIMUM OF TWENTY (20) WORKING DAYS FOR REVIEW OF THE WORKING DRAWINGS. UPON APPROVAL OF THE TRAFFIC CONTROL WORKING DRAWINGS, THE PUBLIC WORKS TRAFFIC CONTROL SECTION WILL ISSUE A TRAFFIC CONTROL PLAN (TCP) PERMIT. WORK SHALL NOT BEGIN IN THE PUBLIC RIGHT OF WAY WITHOUT THE TCP PERMIT.

14. GENERAL CURB RAMP NOTES:

- a. THE LOCATIONS OF EXISTING BUILDINGS AS SHOWN ON THE PLAN ARE APPROXIMATE.

- b. THE CONSTRUCTION OF THE CURB RAMP SHALL NOT AFFECT THE DRAINAGE PATTERN ON THE STREET.
- c. CONTRACTOR SHALL REPLACE LIFTED, DAMAGED, OR MISSING SIDEWALK PANELS WITHIN THE ENTIRE CURB RETURN AND ALONG THE IMMEDIATE SIDEWALK AREAS LEADING TO THE CURB RETURN.
- d. COUNTER SLOPES (CURB RAMP SLOPES PLUS STREET SLOPE) WHEN ADDED CANNOT EXCEED 13% WITH THE EXCEPTION OF A TYPE C2 AND C1. ADJUST THE SLOPE OF THE MAIN RAMP AND/OR STREET IF THE COUNTER SLOPE EXCEEDS 5.0%.
- e. PROTECT AND KEEP ALL HISTORIC STAMPS 45 YEARS OR OLDER WITHIN SIDEWALK, CURB, AND CURB RAMP AREA.
- f. CONTRACTOR TO MATCH THE EXISTING SURROUNDING COLOR, PATTERN AND TEXTURE OF SIDEWALK PANELS AS SPECIFIED IN THE PLAN.
- g. ADJUST LIMIT LINES AND LEGEND MARKING SO THAT THEY ARE PLACED BEFORE EACH CURB RAMP. RESTRIPE USING 12" WIDE WHITE THERMOPLASTIC STRIPING.
- h. PROVIDE A MINIMUM 4' TRANSITION BETWEEN THE CURB RAMP AND ADJACENT SIDEWALK IF THE CROSS SLOPE OF THE SIDEWALK ADJACENT TO THE CURB RAMP IS MORE THAN 2%.
- i. RETAINING CURB SHALL BE PROVIDED BEHIND THE ENTIRE CURB RETURN IF THE ADJACENT GRADE BEHIND THE SIDEWALK IS HIGHER OR LOWER THAN THE SIDEWALK/CURB RAMP SURFACE. IF HIGHER, THE HEIGHT OF THE CURB SHALL BE 2" HIGHER THAN THE ADJACENT FINISHED GRADE.
- j. THE CONTRACTOR SHALL PROVIDE AN EMBEDDED STAMP ON TOP OF THE CURB RAMP AT THE OPENING OF THE CURB RAMP. THE STAMP SHALL BE 14" DEEP AND 3/4" TO 1" HIGH. AND SHALL ONLY INCLUDE THE NAME OF THE CONTRACTOR AND THE YEAR OF INSTALLATION. THE STAMP SHALL BE COMPLETELY FLUSH WITH THE CURB SURFACE.
- k. THE EXISTING CONCRETE SPANDREL OF A CROSS GUTTER SHALL BE REMOVED AND REPLACED IN ITS ENTIRETY WITH CURB RAMP INSTALLATION.
- l. THE EXISTING CONCRETE ALLEY APRON SHALL BE REMOVED AND REPLACED IN ITS ENTIRETY WITH THE CURB RAMP INSTALLATION.

- m. CONTRACTOR SHALL REPLACE ALL OLD AND/OR BROKEN CITY OF SAN DIEGO UTILITY BOXES WITHIN LIMITS OF CONSTRUCTION.
  - n. ALL PROPOSED SAWCUT LIMITS IN THE STREET AREA MUST BE 18" MINIMUM FROM PROPOSED LIP OF GUTTER.
15. ALL QUANTITIES SHOWN ARE ESTIMATES BASED ON STREET ASSESSMENT SURVEY AND MAY VARY.
16. BASE REPAIRS SHALL HAVE A MINIMUM DEPTH OF 10" BEGINNING 3" BELOW TOP OF SURFACE. THE AREAS SHALL BE RESTORED TO EXISTING PAVEMENT GRADE WITH 5" CRUSHED MISCELLANEOUS BASE, 5" ASPHALT CONCRETE BASE SHALL BE PLACED ATOP THE LAYER OF THE CRUSHED MISCELLANEOUS BASE, AND 3" ASPHALT CONCRETE SHALL BE PLACED ATOP THE LAYER OF ASPHALT CONCRETE BASE UNLESS DIRECTED OTHERWISE BY THE ENGINEER.
17. REPLACE IN KIND ALL EXISTING STRIPING UNLESS NOTED OTHERWISE.
18. PURSUANT TO SECTION 22500 OF CALIFORNIA VEHICLE CODE DAYLIGHTING (ASSEMBLY BILL NO. 413), CONTRACTOR SHALL PAINT 20' RED CURB OF THE VEHICLE APPROACH SIDE OF ANY UNMARKED OR MARKED CROSSWALK OR 15' OF ANY CROSSWALK WHERE A CURB EXTENSION IS PRESENT AS DIRECTED BY CITY RESIDENT ENGINEER.



**APPENDIX M**  
**SAMPLE CONTRACTOR PERFORMANCE EVALUATION (CPE) FORM**



**CITY OF SAN DIEGO  
CONTRACTOR PERFORMANCE EVALUATION (CPE) FORM**

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

☐ **INTERIM EVALUATION:** at \_\_\_\_\_% of a \_\_\_\_\_ ☐ Working Day ☐ Calendar Day  
☐ **FINAL EVALUATION:** Submitted at completion of a \_\_\_\_\_ ☐ Working Day ☐ Calendar Day

**TITLE OF CONTRACT:** Title of Contract

**CONTRACT AMOUNT (ORIGINAL/FINAL)** \_\_\_\_\_ / \_\_\_\_\_

**FIRM NAME:** Contractor Firm Name

**FIRM ADDRESS:** \_\_\_\_\_

**CONTRACTOR REPRESENTATIVE'S NAME:** \_\_\_\_\_

**CONTRACTOR SUPERINTENDENT'S NAME:** \_\_\_\_\_

**CONTRACTOR FOREMAN'S NAME:** \_\_\_\_\_

**WBS #:**

**BID #:**

**TYPE OF WORK** (CHECK ALL THAT APPLY):

TREATMENT PLANT	<input type="checkbox"/>	PUMP STATION	<input checked="" type="checkbox"/>	SEWER MAIN	<input type="checkbox"/>	STORM DRAIN	<input type="checkbox"/>
WATER MAIN	<input type="checkbox"/>	FLOOD CONTROL	<input type="checkbox"/>	ENVTL. MITIGATION	<input type="checkbox"/>	BRIDGE	<input type="checkbox"/>
STREETS/HIGHWAYS	<input type="checkbox"/>	TRAFFIC SIGNAL	<input type="checkbox"/>	STREET LIGHTS	<input type="checkbox"/>	PARK	<input type="checkbox"/>
BUILDING [specify]	<input type="checkbox"/>	PIPING SYSTEM	<input type="checkbox"/>	OTHER (SPECIFY)	<input type="checkbox"/>	_____	

CPE are one of the tools the City uses to determine if a contractor has the quality, fitness, and capacity to perform proposed work satisfactorily and is, therefore, a responsible contractor. See San Diego Municipal Code sections 22.3003 and 22.3004. This evaluation represents the observations and conclusions of the City of San Diego, prepared by City staff in the course of their official duties. The Contractor may agree with or dispute the contents and conclusions of this evaluation. Anyone not affiliated with the City of San Diego should conduct his/her investigation to confirm or dispel the conclusions expressed herein.

**Notes:**

- The Contractor will be allowed (60) calendar days after notice of the final performance evaluation pursuant to SDMC 22.0806 to protest this evaluation in writing; otherwise, the City will deem the evaluation accepted by the Contractor.
- Refer to the end of the form for definitions used in this evaluation.

## 1. Contract Administration

**The Contractor's overall rating for Section 1 is (check one):**

☐ Outstanding ☐ Above Satisfactory ☐ Satisfactory ☐ Needs Improvement ☐ Unsatisfactory

## 2. Compliance with Contract Documents

**The Contractor's overall rating for Section 2 is (check one):**

☐ Outstanding ☐ Above Satisfactory ☐ Satisfactory ☐ Needs Improvement ☐ Unsatisfactory

### 3. Construction Workmanship

**The Contractor's overall rating for Section 3 is (check one):**

☐ Outstanding   ☐ Above Satisfactory   ☐ Satisfactory   ☐ Needs Improvement   ☐ Unsatisfactory

### 4. Safety

**The Contractor's overall rating for Section 4 is (check one):**

☐ Outstanding   ☐ Above Satisfactory   ☐ Satisfactory   ☐ Needs Improvement   ☐ Unsatisfactory

## 5. Storm Water / BMP Compliance

**The Contractor's overall rating for Section 5 is (check one):**

☐ Outstanding ☐ Above Satisfactory ☐ Satisfactory ☒ Needs Improvement ☐ Unsatisfactory

## 6. Cooperation, Professionalism, Communication & Public Outreach

**The Contractor's overall rating for Section 6 is (check one):**

☐ Outstanding ☐ Above Satisfactory ☐ Satisfactory ☐ Needs Improvement ☐ Unsatisfactory

## 7. Subcontracting Performance and Management

### The Contractor's overall rating for Section 7 is (check one):

☐ Outstanding ☐ Above Satisfactory ☐ Satisfactory ☐ Needs Improvement ☐ Unsatisfactory

## OVERALL EVALUATION

THE OVERALL EVALUATION IS DERIVED FROM THE HOLISTIC REVIEW OF THE SEVEN FACTORS ABOVE.

### The Contractor's overall rating (check one):

☐ Outstanding ☐ Above Satisfactory ☐ Satisfactory ☐ Needs Improvement ☐ Unsatisfactory

## OVERALL SUMMARY:

Title of Contract: Title of Contract  
Evaluation of: Contractor Firm Name

Date:  
Page 6 of 9

RESIDENT ENGINEER

SUPERVISOR

By:

\_\_\_\_\_  
(signature / date)

\_\_\_\_\_  
(signature / date)

\_\_\_\_\_  
(print name)

\_\_\_\_\_  
(print name)

Section Head's Initial\_\_\_\_\_

Asst. Deputy Director's Initials\_\_\_\_\_

ADD:

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

CC:

- Contractor
- Program Coordinator, Engineering & Capital Projects/Contracting Group, Pre-qualification Program
- Director, Purchasing & Contracting
- Deputy Director, Purchasing & Contracting
- eFile CityHub/SDShare

SAMPLE

**Definitions:**

- 1. Performance Areas** - These include the Contractor's record of conforming to the requirements and standards of Contract Administration, Compliance with Contract Documents, Construction Workmanship, Safety, Stormwater Best Management Practices, Cooperation, Professionalism, Communication and Public Outreach, and Subcontracting Performance and Management.

Here are definitions for the specified terms within the context of contractor performance areas:

- Contract Administration: Managing all aspects of a construction contract to ensure compliance with its terms and conditions. This includes handling project documentation, managing changes or modifications, e.g., requests for changes, processing payments, monitoring timelines, requests for information, submittals, resolving disputes, and ensuring all parties fulfill their contractual obligations.
- Compliance with Contract Documents: Adherence to the plans, specifications, and other legally binding documents that outline the scope of work, quality standards, and technical requirements. This involves ensuring all construction activities align with approved designs, materials, and regulations specified in the contract.
- Construction Workmanship: The quality and standard of the physical work performed on the project. It reflects the Contractor's ability to deliver durable, precise, and code-compliant construction through skilled labor and proper techniques specified in the contract.
- Safety: Implementing and maintaining measures to protect workers, site visitors, and the public from hazards. This includes compliance with Occupational Safety and Health Administration standards, site-specific safety plans, and accident prevention strategies throughout the project lifecycle.
- Stormwater Best Management Practices (BMPs): Techniques and measures used to control and reduce the impact of stormwater runoff during and after construction. This includes erosion control, sediment barriers, proper waste management, and other strategies to minimize pollution and protect water quality in compliance with environmental regulations.
- Cooperation: The Contractor's ability to work collaboratively and effectively with the City, subcontractors, government agencies, and other stakeholders. This involves being responsive and adaptable and maintaining a solution-oriented approach to project challenges.
- Professionalism: Demonstrating ethical conduct, integrity, and respect in all aspects of the Contractor's work. It includes maintaining a positive work environment, adhering to industry standards, and fostering trust through reliable and responsible business practices.
- Communication and Public Outreach: Providing clear, timely, and accurate information to stakeholders and the public as specified in the Contract Documents. This involves regular project updates, responding to concerns, and maintaining transparency to build positive community relations and ensure all parties remain informed.
- Subcontracting Performance and Management: The contractor's ability to select, oversee, and coordinate Subcontractors to ensure their work meets quality standards, deadlines, and compliance requirements. Effective management includes monitoring performance, enforcing contractual terms, and resolving issues to maintain project continuity.

The above criteria are not equally weighted. For example, though the Contractor may receive an outstanding rating for Contract Administration, Cooperation, Professionalism and/or Communication, the frequent lapses in safety on the job site or disregard for stormwater compliance resulting in serious injury or damages on site justify the Contractor receiving an overall unsatisfactory rating. Therefore, in the context of the Contractor performance ratings, the definitions can be adjusted to focus more on the quality of the Work, timeliness, and adherence to safety standards than other areas.

- 2. Performance Rating** - See below for a breakdown of the Contractor's performance rating definitions. These definitions provide a set of expectations across multiple areas of the Contractor's performance, ensuring the Contractor is evaluated holistically on various critical aspects of contract execution.

**a) Outstanding:**

- Contract Administration: Consistently submits all required documentation on time and maintains proper documentation. Fully adheres to the contract's terms and proactively resolves any issues.
- Compliance with Contract Documents: Demonstrates full understanding of and strict adherence to Contract Documents. Any changes or deviations are well-communicated and documented.
- Construction Workmanship: The quality of the Work consistently exceeds expectations, with few to no defects, attention to detail, and thorough craftsmanship.



- Safety: Safety is a top priority, with zero safety incidents, proactive safety training, and implementing additional safety measures beyond required.
- Storm Water Best Management Practices: Consistently implements and exceeds all environmental guidelines for stormwater management and addresses issues before they arise.
- Cooperation: Fully cooperative with all stakeholders, including the client, Subcontractors, and suppliers, with a strong emphasis on team collaboration and problem-solving.
- Professionalism: Maintains the highest standards of conduct, integrity, and respect in all dealings with stakeholders and regulatory agencies.
- Communication and Public Outreach: Regularly updates stakeholders, responds promptly to concerns, and engages with the public in a respectful and transparent manner. Issues are resolved proactively.
- Subcontracting Performance and Management: Subcontractors are managed effectively, adhering to contract terms and producing high-quality work. Coordination between Subcontractors is seamless.

**b) Above Satisfactory:**

- Contract Administration: Completes necessary documentation with minimal errors and on time. Any issues or changes are addressed promptly.
- Compliance with Contract Documents: Follows Contract Documents well, with only minor discrepancies or deviations that are communicated and resolved.
- Construction Workmanship: Work quality is generally excellent, with a few minor issues or areas for improvement that are promptly corrected.
- Safety: Strong safety record, with minor issues addressed quickly. Safety practices generally meet or exceed expectations.
- Stormwater Best Management Practices: Stormwater management practices are followed effectively, with few issues. Implements best practices and corrects problems when they arise.
- Cooperation: Works well with all parties, addressing issues with minimal conflict. Collaboration is generally smooth.
- Professionalism: Maintains a professional demeanor, resolving conflicts appropriately, and adhering to industry standards.
- Communication and Public Outreach: Communication is proactive and responsive, with timely updates to stakeholders and the public. Public outreach is effective but could be more frequent.
- Subcontracting Performance and Management: Subcontractors are effectively managed, but minor coordination issues may arise. Work is generally on time and meets the standards.

**c) Satisfactory:**

- Contract Administration: Documentation is completed as required, with occasional delays or missing information. Issues are resolved, but reminders may be required.
- Compliance with Contract Documents: Generally, complies with contract documents, with occasional deviations addressed upon discovery but may result in delays or minor issues.
- Construction Workmanship: Meets the minimum expected quality, with some defects or areas that could be improved. Issues are typically addressed once raised.
- Safety: Safety protocols are followed, though there may be occasional minor incidents or near-misses. The overall safety record is acceptable but not exemplary.
- Stormwater Best Management Practices: Meets basic requirements for stormwater management but may not always go above and beyond to exceed environmental standards.
- Cooperation: Cooperation with others is generally acceptable but may not be proactive. Occasionally requires intervention to resolve conflicts or issues.

- Professionalism: Conducts business professionally, though there may be occasional lapses in communication or judgment.
- Communication and Public Outreach: Provides regular updates but may not always engage proactively with stakeholders or the public. Responses are typically timely but occasionally delayed.
- Subcontracting Performance and Management: Subcontractors are managed adequately, though there may be some delays or quality issues. Coordination could be improved.

**d) Needs Improvement:**

- Contract Administration: Frequently submits documentation late or incomplete. Requires frequent reminders to stay on track with contract requirements.
- Compliance with Contract Documents: Regularly deviates from contract documents or fails to follow specifications. Changes or deviations are not always communicated effectively.
- Construction Workmanship: Work quality does not consistently meet the minimum standards. There are frequent defects or the need for rework.
- Safety: Safety violations occur, or safety protocols are inconsistently followed. There are notable safety incidents or risks that need to be addressed.
- Stormwater Best Management Practices: Fails to comply consistently with stormwater management practices, leading to potential environmental concerns or violations.
- Cooperation: Struggles to cooperate with others, leading to frequent conflicts, delays, or miscommunications.
- Professionalism: Displays unprofessional behavior, including poor communication, lack of respect for other stakeholders, or failure to resolve conflicts properly.
- Communication and Public Outreach: Communication is often reactive rather than proactive, failing to inform stakeholders or the public promptly or transparently.
- Subcontracting Performance and Management: Subcontractors are not properly managed, leading to frequent delays, quality issues, or resource mismanagement.

**e) Unsatisfactory:**

- Contract Administration: Consistently fails to submit required documentation, and there are significant discrepancies or ongoing issues with contract compliance.
- Compliance with Contract Documents: Major deviations from contract documents are frequent and unaddressed. The Contractor fails to follow essential specifications or standards.
- Construction Workmanship: The quality of the Work is consistently poor, with widespread defects and the need for significant rework. It is below industry standards.
- Safety: Serious safety violations or significant incidents affecting worker safety or project progress. Safety regulations are often ignored or not implemented.
- Stormwater Best Management Practices: Failure to implement or adhere to environmental best practices leads to violations or significant environmental impacts.
- Cooperation: Exhibits a lack of cooperation, leading to frequent conflicts with stakeholders, delays, and disruptions in project progress.
- Professionalism: Consistently unprofessional behavior, lack of integrity, failure to meet basic expectations for respect and conduct.
- Communication and Public Outreach: Poor or nonexistent communication, leaving stakeholders or the public uninformed. Issues are ignored or not addressed on time.
- Subcontracting Performance and Management: Subcontractors are poorly managed, leading to significant delays, quality issues, or violations of contract terms. Coordination and oversight are lacking.

*Contractor's Performance Evaluation Form  
Revised 01/01/2025*

## **ATTACHMENT F**

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

## ATTACHMENT F

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

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

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

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

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

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

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

as applicable, within five business days of such discovery. See 13 CCR 2449(n) for the information required to be disclosed to CARB when reporting non-compliance.

(4) Upon request by CARB, Contractor must immediately disclose to CARB the name and contact information of each responsible party for all vehicles subject to this regulation operating at the job site or for Contractor.

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

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

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

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

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

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

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

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

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

---

**CONSTRUCTION CONTRACT**

This contract is made and entered into between THE CITY OF SAN DIEGO, a municipal corporation, herein called "City", and R.J. Noble Company , herein called "Contractor" for construction of **Pacific Beach Road Improvements**; Bid No. **K-26-2414-DBB-3**; in the total amount of Two Million Six Hundred Fifty Three Thousand Seven Hundred Thirty Two Dollars and Seventy Cents. (\$2,653,732.70).

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

1. The following are incorporated into this contract as though fully set forth herein:
  - (a) The attached Faithful Performance and Payment Bonds.
  - (b) The attached Proposal included in the Bid documents by the Contractor.
  - (c) Reference Standards listed in the Instruction to Bidders and the Supplementary Special Provisions (SSP).
  - (d) That certain documents entitled **Pacific Beach Road Improvements**, on file in the office of the Purchasing & Contracting Department as Document No. **B-18140, B-18148, B-24135, B-25083**, as well as all matters referenced therein.
2. The Contractor shall perform and be bound by all the terms and conditions of this contract and in strict conformity therewith shall perform and complete in a good and workmanlike manner **Pacific Beach Road Improvements**, Bid Number **K-26-2414-DBB-3**, San Diego, California.
3. For such performances, the City shall pay to Contractor the amounts set forth at the times and in the manner and with such additions or deductions as are provided for in this contract, and the Contractor shall accept such payment in full satisfaction of all claims incident to such performances.
4. No claim or suit whatsoever shall be made or brought by Contractor against any officer, agent, or employee of the City for or on account of anything done or omitted to be done in connection with this contract, nor shall any such officer, agent, or employee be liable hereunder.
5. This contract is effective as of the date that the Mayor or designee signs the agreement and is approved by the City Attorney in accordance with San Diego Charter Section 40.



**CONTRACT AGREEMENT (continued)**

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

**CONTRACTOR**

By x 

Print Name: STEVEN L. MENDOZA

Title: VICE PRESIDENT

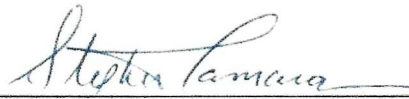
Date: 09/23/2025

City of San Diego License No.: B2025004432

State Contractor's License No.: 782908

DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) REGISTRATION NUMBER: 1000004235

**THE CITY OF SAN DIEGO**


By: 

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

Date: 12/3/2025

**APPROVED AS TO FORM**

**Heather Ferbert, City Attorney**

By: 

Print Name: RYAN P. GERLITY  
Deputy City Attorney

Date: 12/18/2025

## **CERTIFICATIONS AND FORMS**

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

## **BIDDER'S GENERAL INFORMATION**

To the City of San Diego:

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

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

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

State of California

County of San Diego

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

## **CONTRACTOR CERTIFICATION**

---

### **DRUG-FREE WORKPLACE**

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

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

## **CONTRACTOR CERTIFICATION**

---

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

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

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

## **CONTRACTOR CERTIFICATION**

---

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

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

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

## **CONTRACTOR CERTIFICATION**

---

### **EQUAL BENEFITS ORDINANCE CERTIFICATION**

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



## **CONTRACTOR CERTIFICATION**

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### **EQUAL PAY ORDINANCE CERTIFICATION**

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

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

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

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

## CONTRACTOR CERTIFICATION

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

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

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

## **CONTRACTOR CERTIFICATION**

---

### **PRODUCT ENDORSEMENT**

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

## **AFFIDAVIT OF DISPOSAL**

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

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

**Pacific Beach Road Improvements**

(Project Title)

as particularly described in said contract and identified as Bid No. **K-26-2414-DBB-3**; SAP No. (WBS) **B-18140, B-18148, B-24135;B-25083**, and **WHEREAS**, the specification of said contract requires the Contractor to affirm that "all brush, trash, debris, and surplus materials resulting from this project have been disposed of in a legal manner"; and **WHEREAS**, said contract has been completed and all surplus materials disposed of:

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

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

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

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

**ATTEST:**

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

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

Notary Public in and for said County and State

COMPANY LETTERHEAD

**CERTIFICATE OF COMPLIANCE**

**Materials and Workmanship Compliance**

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

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

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

**Material Description:**

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

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

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

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

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

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

**City of San Diego**

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

**NOTICE OF MATERIALS TO BE USED**

To: \_\_\_\_\_  
Resident Engineer

Date: \_\_\_\_\_, 20\_\_\_\_

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

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

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

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

Distribution:

Supplier

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

\_\_\_\_\_  
Address

## **ELECTRONICALLY SUBMITTED FORMS**

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

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

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

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

## BID BOND

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

KNOW ALL MEN BY THESE PRESENTS,

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

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

PACIFIC BEACH ROAD IMPROVEMENTS / Invitation # K-26-2414-DBB-3

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

SIGNED AND SEALED, this 11th day of August, 2025

R.J. NOBLE COMPANY (SEAL)  
(Principal)

By: X [Signature]  
(Signature)

STEVEN L. MENDOZA, VICE PRESIDENT  
(SEAL AND NOTARIAL ACKNOWLEDGEMENT OF SURETY)

Western Surety Company (SEAL)  
(Surety)

By: X [Signature]  
(Signature)

Kelly Vincent, Attorney-in-Fact



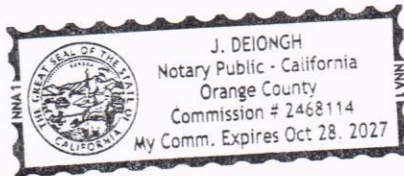
**CALIFORNIA ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

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

State of California }  
 County of ORANGE }  
 On 08/13/2025 before me, J. DEIONGH, NOTARY PUBLIC  
 Date Here Insert Name and Title of the Officer  
 personally appeared STEVEN L. MENDOZA  
 Name(s) of Signer(s)

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



Place Notary Seal and/or Stamp Above

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

WITNESS my hand and official seal.

Signature

[Signature]  
 Signature of Notary Public

**OPTIONAL**

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

**Description of Attached Document**

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

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

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

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

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

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

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: \_\_\_\_\_

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

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

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

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: \_\_\_\_\_

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

# 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 Orange }

On August 11<sup>th</sup>, 2025 before me, Susan E. Morales, Notary Public  
(Here insert name and title of the officer)

personally appeared Kelly Vincent  
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.

Susan E. Morales  
Notary Public Signature

(Notary Public Seal)



## ADDITIONAL OPTIONAL INFORMATION

### DESCRIPTION OF THE ATTACHED DOCUMENT

Western Surety Company  
(Title or description of attached document)

BID BOND  
(Title or description of attached document continued)

Number of Pages 1 Document Date 8-11-25

### 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 current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.*

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they~~, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.



# Western Surety Company

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

**Know All Men By These Presents**, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**David S Jacobson, Kelly Vincent, Individually**

of Anaheim, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

### - In Unlimited Amounts -

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

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the shareholders of the corporation.

**In Witness Whereof**, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 29th day of July, 2024.



WESTERN SURETY COMPANY

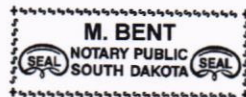
Larry Kasten, Vice President

State of South Dakota }  
County of Minnehaha } ss

On this 29th day of July, 2024, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



M. Bent, Notary Public

### CERTIFICATE

I, Paula Kolsrud, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law and Resolutions of the corporation printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 11th day of August, 2025



WESTERN SURETY COMPANY

Paula Kolsrud, Assistant Secretary

### Authorizing By-Laws and Resolutions

#### ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above Bylaw to execute power of attorneys on behalf of Western Surety Company.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27<sup>th</sup> day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

Go to [www.cnasurety.com](http://www.cnasurety.com) > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

## CONTRACTOR'S CERTIFICATION OF PENDING ACTIONS

As part of its bid or proposal (Non-Price Proposal in the case of Design-Build contracts), the Bidder shall provide to the City a list of all instances within the past 10 years where a complaint was filed or pending against the Bidder in a legal or administrative proceeding alleging that Bidder discriminated against its employees, subcontractors, vendors or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken.

**CHECK ONE BOX ONLY.**

- ☒ The undersigned certifies that within the past 10 years the Bidder has NOT been the subject of a complaint or pending action in a legal administrative proceeding alleging that Bidder discriminated against its employees, subcontractors, vendors or suppliers.
- ☐ The undersigned certifies that within the past 10 years the Bidder has been the subject of a complaint or pending action in a legal administrative proceeding alleging that Bidder discriminated against its employees, subcontractors, vendors or suppliers. A description of the status or resolution of that complaint, including any remedial action taken and the applicable dates is as follows:

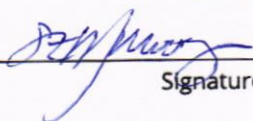
DATE OF CLAIM	LOCATION	DESCRIPTION OF CLAIM	LITIGATION (Y/N)	STATUS	RESOLUTION/REMEDIAL ACTION TAKEN

Contractor Name: R.J. NOBLE COMPANY

Certified By STEVEN L. MENDOZA Title VICE PRESIDENT

Name

X



Signature

Date 08/27/2025

**USE ADDITIONAL FORMS AS NECESSARY**



## Mandatory Disclosure of Business Interests Form

### BIDDER/PROPOSER INFORMATION

Legal Name		DBA	
R.J. NOBLE COMPANY		N/A	
Street Address	City	State	Zip
15505 E. LINCOLN AVENUE		CA	92865
Contact Person, Title		Phone	Fax
STEVEN L. MENDOZA, VICE PRESIDENT		714-637-1550	714-637-6321

Provide the name, identity, and precise nature of the interest\* of all persons who are directly or indirectly involved\*\* in this proposed transaction (SDMC § 21.0103).

\* The precise nature of the interest includes:

- the percentage ownership interest in a party to the transaction,
- the percentage ownership interest in any firm, corporation, or partnership that will receive funds from the transaction, the value of any financial interest in the transaction,
- any contingent interest in the transaction and the value of such interest should the contingency be satisfied, and any philanthropic, scientific, artistic, or property interest in the transaction.

\*\* Directly or indirectly involved means pursuing the transaction by:

- communicating or negotiating with City officers or employees,
- submitting or preparing applications, bids, proposals or other documents for purposes of contracting with the City,
- or directing or supervising the actions of persons engaged in the above activity.

Name	Title/Position
AUSTIN M. CARVER	PRESIDENT
City and State of Residence	Employer (if different than Bidder/Proposer)
ORANGE, CA	N/A
Interest in the transaction	
42.82%	

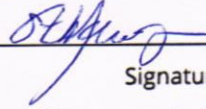
Name	Title/Position
KASONDRA C. GONZALEZ	VICE PRESIDENT OF MARKETING
City and State of Residence	Employer (if different than Bidder/Proposer)
ORANGE, CA	N/A
Interest in the transaction	
42.82%	

### \* Use Additional Pages if Necessary \*

Under penalty of perjury under the laws of the State of California, I certify that I am responsible for the completeness and accuracy of the responses contained herein, and that all information provided is true, full and complete to the best of my knowledge and belief. I agree to provide written notice to the Mayor or Designee within five (5) business days if, at any time, I learn that any portion of this Mandatory Disclosure of Business Interests Form requires an updated response. Failure to timely provide the Mayor or Designee with written notice is grounds for Contract termination.

STEVEN L. MENDOZA, VICE PRESIDENT

X



08/27/2025

Print Name, Title

Signature

Date

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



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Name	Title/Position
JAMES N. DUCOTE	C.F.O.
City and State of Residence	Employer (if different than Bidder/Proposer)
ORANGE, CA	N/A
Interest in the transaction	
1.28%	

Name	Title/Position
STEVEN L. MENDOZA	VICE PRESIDENT OF CONSTRUCTION
City and State of Residence	Employer (if different than Bidder/Proposer)
ORANGE, CA	N/A
Interest in the transaction	
1.28%	

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X

08/27/2025

Print Name, Title

Signature

Date

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Street Address	City	State	Zip
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Contact Person, Title		Phone	Fax
STEVEN L. MENDOZA, VICE PRESIDENT		714-637-1550	714-637-6321

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Name	Title/Position
JACOB BREEDLOVE	VICE PRESIDENT OF BUSINESS DEVELOPMENT
City and State of Residence	Employer (if different than Bidder/Proposer)
ORANGE, CA	N/A
Interest in the transaction	
1.03%	

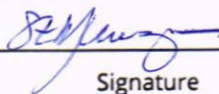
Name	Title/Position
MIKE & BRENDA CARVER	NON OFFICER
City and State of Residence	Employer (if different than Bidder/Proposer)
ORANGE, CA	N/A
Interest in the transaction	
10.77%	

### \* Use Additional Pages if Necessary \*

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STEVEN L. MENDOZA, VICE PRESIDENT

X



08/27/2025

Print Name, Title

Signature

Date

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

**EFFECT OF DEBARMENT OR SUSPENSION**

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

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

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

NAME	TITLE
PLEASE SEE THE ATTACHED LIST OF CORPORATE OFFICERS	

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

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

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

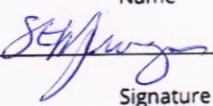
If there are any exceptions to this certification, insert the exceptions in the following space.

N/A

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

Contractor Name: R.J. NOBLE COMPANY

Certified By STEVEN L. MENDOZA Title VICE PRESIDENT

X  Name STEVEN L. MENDOZA Date 08/27/2025  
Signature

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



**ACTION BY UNANIMOUS WRITTEN CONSENT  
OF  
DIRECTORS  
OF  
R.J. NOBLE COMPANY,  
A California Corporation**

The undersigned, all of the directors of R.J. Noble Company, a California corporation, do hereby consent to and adopt the following resolutions as the action of the board of directors of this corporation.

**Election of Officers**

RESOLVED, that the following people are elected as the officers of this corporation, to serve until the first annual meeting of directors of this corporation and until their successors shall be duly elected and qualified:

<b><u>Name</u></b>	<b><u>Title</u></b>
Austin M. Carver	President
Jennifer M. Vega	Secretary
James N. Ducote	Chief Financial Officer
Steven L. Mendoza	Vice President
Jacob Breedlove	Vice President
KaSondra C. Gonzalez	Vice President

**Resolution Authorizing Execution of Contracts and Revoking Prior Resolutions**

WHEREAS, the directors desire to establish updated authorization limits for the execution of contracts on behalf of the Corporation;

WHEREAS, the Board of Directors previously adopted resolutions on May 28, 2025, and April 9, 2025, relating to the authority of officers to execute contracts on behalf of the Corporation;

RESOLVED, that Hassan Bitar, as General Manager of the Corporation's San Diego office is hereby authorized and empowered, acting individually, to negotiate, execute, and deliver contracts, agreements, and other binding commitments on behalf of the Corporation; provided, however, that the value of any such contract or commitment shall not exceed Five Million Dollars (\$5,000,000) in the aggregate;

RESOLVED FURTHER, that each of the Corporation's Vice Presidents and the Secretary are hereby authorized and empowered, acting individually, to negotiate, execute, and deliver contracts, agreements, and other binding commitments on behalf of the Corporation; provided, however, that the value of any such contract or commitment shall not exceed Fifteen Million Dollars (\$15,000,000) in the aggregate;

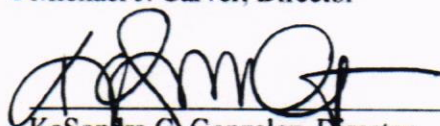
FURTHER RESOLVED, that any contract, agreement, or other binding commitment exceeding Fifteen Million Dollars (\$15,000,000) in value shall require the prior written approval and authorization of any one of the following individuals: Austin Carver or James Ducote;

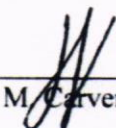
FURTHER RESOLVED, that all prior resolutions or portions thereof relating to contract execution authority adopted by the Board of Directors on May 28, 2025, and April 9, 2025, are hereby revoked, rescinded, and shall have no further force or effect;

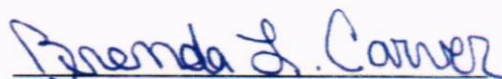
FURTHER RESOLVED, that the officers of the Corporation are hereby authorized and directed to take all actions and to execute all documents necessary or appropriate to carry out the purpose and intent of the foregoing resolutions.

This Action by Unanimous Written Consent of Directors is taken as authorized under Section 307(b) of the California Corporations Code on this 1<sup>st</sup> day of August, 2025.

  
Michael J. Carver, Director

  
KaSondra C. Gonzalez, Director

  
Austin M. Carver, Director

  
Brenda L. Carver, Director



# DEBARMENT AND SUSPENSION CERTIFICATION

SUBCONTRACTORS, SUPPLIERS AND MANUFACTURERS

\*TO BE COMPLETED BY BIDDER\*

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

Names of the Principal individual owner(s)

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

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

☒ SUBCONTRACTOR ☐ SUPPLIER ☐ MANUFACTURER

NAME	TITLE
Larry Coalson	CEO

☐ SUBCONTRACTOR ☐ SUPPLIER ☐ MANUFACTURER

NAME	TITLE

☐ SUBCONTRACTOR ☐ SUPPLIER ☐ MANUFACTURER

NAME	TITLE

☐ SUBCONTRACTOR ☐ SUPPLIER ☐ MANUFACTURER

NAME	TITLE

Contractor Name: LC Tree Service

Certified By: Larry Coalson Title: CEO

[Signature] Name: \_\_\_\_\_ Date: 9-8-25  
Signature

\*USE ADDITIONAL FORMS AS NECESSARY\*\*

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

**\*TO BE COMPLETED BY BIDDER\***

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☒ SUBCONTRACTOR                      ☐ SUPPLIER                      ☐ MANUFACTURER

NAME	TITLE
Miramar General Engineering	PM

☐ SUBCONTRACTOR                      ☐ SUPPLIER                      ☐ MANUFACTURER

NAME	TITLE

☐ SUBCONTRACTOR                      ☐ SUPPLIER                      ☐ MANUFACTURER

NAME	TITLE

☐ SUBCONTRACTOR                      ☐ SUPPLIER                      ☐ MANUFACTURER

NAME	TITLE

Contractor Name: Jerusalem Construction Inc. DBA Miramar General Engineering

Certified By Alex Karaja Title President

Name  
Alex Karaja   
Signature Date 09/09/2025

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



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

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☒ SUBCONTRACTOR                      ☐ SUPPLIER                      ☐ MANUFACTURER

NAME	TITLE
Todd Perry	President

☐ SUBCONTRACTOR                      ☐ SUPPLIER                      ☐ MANUFACTURER

NAME	TITLE

☐ SUBCONTRACTOR                      ☐ SUPPLIER                      ☐ MANUFACTURER

NAME	TITLE

☐ SUBCONTRACTOR                      ☐ SUPPLIER                      ☐ MANUFACTURER

NAME	TITLE

Contractor Name: T&M Electric Inc dba Perry Electric

Certified By Danny Ferguson Title Estimator

Name



Date 9-9-25

Signature

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

**DEBARMENT AND SUSPENSION CERTIFICATION**

**SUBCONTRACTORS, SUPPLIERS AND MANUFACTURERS**

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☒ SUBCONTRACTOR ☐ SUPPLIER ☐ MANUFACTURER

NAME	TITLE
DAVID BRILHANTE	PRESIDENT

☐ SUBCONTRACTOR ☐ SUPPLIER ☐ MANUFACTURER

NAME	TITLE

☐ SUBCONTRACTOR ☐ SUPPLIER ☐ MANUFACTURER

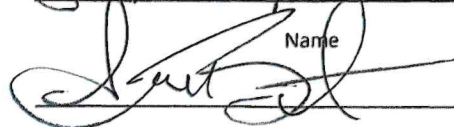
NAME	TITLE

☐ SUBCONTRACTOR ☐ SUPPLIER ☐ MANUFACTURER

NAME	TITLE

Contractor Name: \_\_\_\_\_

Certified By

SEAN BAYOT  
Name  
  
Signature

Title

ESTIMATOR / Project Manager

Date

9/9/25

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

**DEBARMENT AND SUSPENSION CERTIFICATION**  
**SUBCONTRACTORS, SUPPLIERS AND MANUFACTURERS**  
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NAME	TITLE
Reema Makani Boccia	Principal

☐ SUBCONTRACTOR                      ☐ SUPPLIER                      ☐ MANUFACTURER

NAME	TITLE

☐ SUBCONTRACTOR                      ☐ SUPPLIER                      ☐ MANUFACTURER

NAME	TITLE

☐ SUBCONTRACTOR                      ☐ SUPPLIER                      ☐ MANUFACTURER

NAME	TITLE

Contractor Name: Two Rivers Strategies, Inc.

Certified By Reema Makani Boccia Title Principal

Name

Reema Boccia Date 9/8/25

Signature

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

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

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NAME	TITLE
Miramar General Engineering	PM

☐ SUBCONTRACTOR                      ☐ SUPPLIER                      ☐ MANUFACTURER

NAME	TITLE

☐ SUBCONTRACTOR                      ☐ SUPPLIER                      ☐ MANUFACTURER

NAME	TITLE

☐ SUBCONTRACTOR                      ☐ SUPPLIER                      ☐ MANUFACTURER

NAME	TITLE

Contractor Name: Jerusalem Construction Inc. DBA Miramar General Engineering

Certified By Alex Karaja Title President

Name

Alex Karaja

Date 09/09/2025

Signature

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



Bid Results

Bidder Details

Vendor Name	R.J. NOBLE COMPANY
Address	15505 E. LINCOLN AVE ORANGE, California 92865 United States
Respondee	JENNIFER DE IONGH
Respondee Title	CONTRACT ADMINISTRATOR
Phone	714-637-1550
Email	jenniferdeiongh@rjnoblecompany.com
Vendor Type	CAU, CADIR
License #	782908
CADIR	1000004235

Bid Detail

Bid Format	Electronic
Submitted	09/09/2025 1:33 PM (PDT)
Delivery Method	
Bid Responsive	
Bid Status	Submitted
Confirmation #	442150

Respondee Comment

Buyer Comment

Attachments

File Title	File Name	File Type
Contractors Certification of Pending Actions.pdf	Contractors Certification of Pending Actions.pdf	Contractor's Certification of Pending Actions
Mandatory Disclosure of Business Interest form001.pdf	Mandatory Disclosure of Business Interest form001.pdf	Mandatory Disclosure of Business Interests Form
Prime Contractor Debarment001.pdf	Prime Contractor Debarment001.pdf	Prime Contractor - Debarment and Suspension Certification
sub debarment suspension.pdf	sub debarment suspension.pdf	Subcontractor - Debarment and Suspension Certification
Pacific Beach Road Bid Bond001.pdf	Pacific Beach Road Bid Bond001.pdf	Bid Bond

Subcontractors

Showing 5 Subcontractors

Name & Address	Desc	License Num	CADIR	Amount	Type
<b>LC Tree Service Inc.</b> 4455 Murphy Canyon Rd Ste 100 San Diego, California 92123	TREE TRIMMING	979396	1000059286	\$5,000.00	DVBE, CAU, SLBE, MALE, PQUAL, CADIR, Local
<b>Miramar General Engineering</b> 1827 Cleveland Ave. National City, California 91950	CONCRETE, PUSH BUTTON & POSTS	1009541	1000033057	\$1,061,073.00	Local
<b>Perry Electric</b> P.O. Box 710310 Santee, California 92072	TCS LOOPS	747931	1000012332	\$34,450.00	Local
<b>Statewide Stripes inc</b> PO box 600710 San Diego, California 92160	STRIPING, SIGNAGE, RAILING	788286	1000001334	\$78,100.00	DBE, LAT, MALE, Local
<b>Two Rivers Strategies</b> 9820 Alto Dr. La Mesa, California 91941	LIAISON SERVICE	N/A	1000871377	\$18,000.00	MBE, SDB, WBE, FEM, WOSB, ELBE, Local

Line Items

Discount Terms    No Discount

Item #	Item Code	Type	Item Description	UOM	QTY	Unit Price	Line Total	Response	Comment
Main Bid (B-18140)							\$1,006,469.20		
1	524126		Bonds (Payment and Performance)	LS	1	\$2,500.00	\$2,500.00	Yes	
2	237310		Mobilization	LS	1	\$56,000.00	\$56,000.00	Yes	
3	237310		Asphalt Concrete (2 inch)	TON	154	\$165.00	\$25,410.00	Yes	
4	237310		Cold Mill Type B Full Width AC Pavment (2 inch)	SF	101253	\$0.55	\$55,689.15	Yes	
5	237310		Asphalt concrete (2 inch) with Aramid Fiber	TON	1062	\$165.00	\$175,230.00	Yes	
6	237310		Disposal of Pavement Fabric	SF	85957	\$0.15	\$12,893.55	Yes	
7	237310		Excavate for Base Repair	CY	83	\$180.00	\$14,940.00	Yes	
8	237310		Excavate for Base Repair (Unscheduled)	CY	25	\$90.00	\$2,250.00	Yes	
9	238910		Crushed Miscellaneous Base	TON	81	\$35.00	\$2,835.00	Yes	
10	237310		Crushed Miscellaneous Base (Unscheduled)	TON	25	\$40.00	\$1,000.00	Yes	
11	237310		Asphalt Concrete Base	TON	81	\$360.00	\$29,160.00	Yes	
12	237310		Asphalt Concrete Base (Unscheduled)	TON	25	\$95.00	\$2,375.00	Yes	
13	237310		Class II Base	TON	60.9	\$45.00	\$2,740.50	Yes	
14	237310		Unclassified Excavate and Export	CY	27.4	\$65.00	\$1,781.00	Yes	
15	238210		New Pedestrian Push Button	EA	12	\$850.00	\$10,200.00	Yes	
16	238210		Pedestrian Pushbutton Post and Foundation	EA	6	\$2,500.00	\$15,000.00	Yes	
17	238210		Remove Existing Pedestrian Push Button	EA	12	\$450.00	\$5,400.00	Yes	
18	238210		Relocate Existing Pull Box	EA	2	\$3,500.00	\$7,000.00	Yes	
19	238210		Replace Existing Pull Box	EA	3	\$450.00	\$1,350.00	Yes	
20	237310		Additional Curb and Gutter Removal and Replacement	LF	25	\$75.00	\$1,875.00	Yes	
21	237310		Additional Sidewalk	SF	100	\$12.00	\$1,200.00	Yes	
22	237310		Protection Post (Type A)	EA	2	\$2,900.00	\$5,800.00	Yes	
23	237310		Cross Gutter	SF	3190	\$22.50	\$71,775.00	Yes	
24	237310		Historical and Contractor Date Stamps and Impressions	EA	5	\$150.00	\$750.00	Yes	
25	237310		Commercial Concrete Driveway	SF	1050	\$23.50	\$24,675.00	Yes	
26	237310		Curb Ramp (Types A, B, C) with Detectable Warning Tiles	EA	15	\$7,000.00	\$105,000.00	Yes	
27	237310		8-Ft Wide Curb Ramp (Types A1, C1, C3) with Detectable Warning Tiles	EA	2	\$12,000.00	\$24,000.00	Yes	
28	237310		Curb Ramp (Type D) with Detectable Warning Tiles	EA	14	\$6,300.00	\$88,200.00	Yes	
29	237310		Dual Curb Ramp (Types A, B, C) with Detectable Warning Tiles	EA	2	\$12,000.00	\$24,000.00	Yes	
30	237310		Adjust Existing Manhole Frame and Cover to Grade	EA	5	\$750.00	\$3,750.00	Yes	
31	237310		Adjust Existing Gate Valve Frame and Cover to Grade	EA	5	\$250.00	\$1,250.00	Yes	
32	237310		Paint Curb Markings	LF	80	\$4.00	\$320.00	Yes	
33	237310		Continental Crosswalks	SF	1104	\$5.00	\$5,520.00	Yes	
34	238210		Relocate and Replace Existing Post with Existing Sign	EA	1	\$450.00	\$450.00	Yes	
35	238210		Traffic Signal Loop and Appurtenance Replacement	EA	26	\$650.00	\$16,900.00	Yes	
36	541330		WPCP Development	LS	1	\$950.00	\$950.00	Yes	
37	237310		WPCP Implementation	LS	1	\$2,700.00	\$2,700.00	Yes	
38	237310		Removal and Replacement of Existing Paint Striping	LS	1	\$7,900.00	\$7,900.00	Yes	
39	237310		Removal/Replace Thermoplastic Striping and Markings	LS	1	\$8,650.00	\$8,650.00	Yes	
40	238990		Video Recording of Existing Conditions	LS	1	\$250.00	\$250.00	Yes	
41	541331		Traffic Control and Engineered Traffic Control Plans	LS	1	\$19,000.00	\$19,000.00	Yes	
42	541820		Exclusive Community Liaison Services	LS	1	\$6,000.00	\$6,000.00	Yes	
43	237310		Compensation Adjustments for Price Index Fluctuation (EOC Type I)	AL	1	\$50,000.00	\$50,000.00	Yes	
44			Field Orders - (EOC) Type II	AL	1	\$111,800.00	\$111,800.00	Yes	
Main Bid (B-18148)							\$717,191.00		
45	524126		Bonds (Payment and Performance)	LS	1	\$2,500.00	\$2,500.00	Yes	
46	237310		Mobilization	LS	1	\$40,000.00	\$40,000.00	Yes	
47	237310		Aphalt Concrete (2 inch)	TON	364	\$175.00	\$63,700.00	Yes	
48	237310		Cold Mill Type B Full Width AC Pavment (2 inch)	SF	30302	\$1.00	\$30,302.00	Yes	

Item #	Item Code	Type	Item Description	UOM	QTY	Unit Price	Line Total	Response	Comment
49	238910		Concrete Pavement (7")	CY	696	\$495.00	\$344,520.00	Yes	
50	237310		Class II Base	TON	17	\$65.00	\$1,105.00	Yes	
51	237310		Unclassified Excavate and Export	CY	7.6	\$65.00	\$494.00	Yes	
52	237310		Additional Curb and Gutter Removal and Replacement	LF	10	\$20.00	\$200.00	Yes	
53	237310		Additional Sidewalk	SF	50	\$15.00	\$750.00	Yes	
54	237310		Historical and Contractor Date Stamps and Impressions	EA	3	\$150.00	\$450.00	Yes	
55	237310		Curb Ramp (Types A, B, C) with Detectable Warning Tiles	EA	1	\$6,500.00	\$6,500.00	Yes	
56	237310		8-Ft Wide Curb Ramp (Types A1, C1, C3) with Detectable Warning Tiles	EA	4	\$9,500.00	\$38,000.00	Yes	
57	237310		Curb Ramp (Type D) with Detectable Warning Tiles	EA	1	\$6,000.00	\$6,000.00	Yes	
58	237310		Dual Curb Ramp (Types A, B, C) with Detectable Warning Tiles	EA	4	\$11,500.00	\$46,000.00	Yes	
59	237310		Adjust Existing Manhole Frame and Cover to Grade	EA	2	\$750.00	\$1,500.00	Yes	
60	237310		Adjust Existing Gate Valve Frame and Cover to Grade	EA	3	\$250.00	\$750.00	Yes	
61	237310		Paint Curb Markings	LF	80	\$4.00	\$320.00	Yes	
62	237310		Continental Crosswalks	SF	80	\$5.00	\$400.00	Yes	
63	238210		Relocate and Replace Existing Post with Existing Sign	EA	2	\$450.00	\$900.00	Yes	
64	541330		WPCP Development	LS	1	\$950.00	\$950.00	Yes	
65	237310		WPCP Implementation	LS	1	\$2,800.00	\$2,800.00	Yes	
66	237310		Removal and Replacement of Existing Paint Striping	LS	1	\$6,300.00	\$6,300.00	Yes	
67	237310		Removal/Replace Thermoplastic Striping & Markings	LS	1	\$12,900.00	\$12,900.00	Yes	
68	238990		Video Recording of Existing Conditions	LS	1	\$250.00	\$250.00	Yes	
69	541330		Traffic Control and Working Drawings	LS	1	\$10,000.00	\$10,000.00	Yes	
70	541820		Exclusive Community Liaison Services	LS	1	\$6,000.00	\$6,000.00	Yes	
71	237310		Compensation Adjustments for Price Index Fluctuation (EOC Type I)	AL	1	\$20,000.00	\$20,000.00	Yes	
72			Field Orders - (EOC) Type II	AL	1	\$73,600.00	\$73,600.00	Yes	
Main Bid (B-24135)							\$930,072.50		
73	524126		Bonds (Payment and Performance)	LS	1	\$2,500.00	\$2,500.00	Yes	
74	237310		Mobilization	LS	1	\$36,000.00	\$36,000.00	Yes	
75	237310		Asphalt concrete (3 inch) with Aramid Fiber	TON	1577	\$165.00	\$260,205.00	Yes	
76	237310		Cold Mill Type B Full Width AC Pavment (3 inch)	SF	87600	\$0.80	\$70,080.00	Yes	
77	237310		Disposal of Pavement Fabric	SF	87600	\$0.25	\$21,900.00	Yes	
78	237310		Excavate for Base Repair	CY	129	\$175.00	\$22,575.00	Yes	
79	237310		Excavate for Base Repair (Unscheduled)	CY	39	\$95.00	\$3,705.00	Yes	
80	237310		Crushed Miscellaneous Base	TON	125	\$35.00	\$4,375.00	Yes	
81	237310		Crushed Miscellaneous Base (Unscheduled)	TON	38	\$40.00	\$1,520.00	Yes	
82	237310		Asphalt Concrete Base	TON	125	\$365.00	\$45,625.00	Yes	
83	237310		Asphalt Concrete Base (Unscheduled)	TON	38	\$105.00	\$3,990.00	Yes	
84	237310		Class II Base	TON	29.7	\$45.00	\$1,336.50	Yes	
85	237310		Unclassified Excavate and Export	CY	13.4	\$65.00	\$871.00	Yes	
86	237310		Adjust Existing Manhole Frame and Cover to Grade	EA	4	\$750.00	\$3,000.00	Yes	
87	237310		Adjust Existing Gate Valve Frame and Cover to Grade	EA	2	\$250.00	\$500.00	Yes	
88	237310		Additional Curb and Gutter Removal and Replacement	LF	20	\$75.00	\$1,500.00	Yes	
89	237310		Additional Sidewalk	SF	50	\$12.00	\$600.00	Yes	
90	237310		Historical and Contractor Date Stamps and Impressions	EA	6	\$150.00	\$900.00	Yes	
91	237310		Curb Ramp (Types A, B, C) with Detectable Warning Tiles	EA	8	\$7,800.00	\$62,400.00	Yes	
92	237310		8-Ft Wide Curb Ramp (Types A1, C1, C3) with Detectable Warning Tiles	EA	6	\$12,000.00	\$72,000.00	Yes	
93	237310		Curb Ramp (Type D) with Detectable Warning Tiles	EA	6	\$6,500.00	\$39,000.00	Yes	
94	237310		Continental Crosswalks	SF	1104	\$5.00	\$5,520.00	Yes	
95	237310		Bus Stop Pad	CY	25	\$852.00	\$21,300.00	Yes	
96	238210		Protective Railing at Curb Ramps	EA	1	\$2,500.00	\$2,500.00	Yes	
97	238210		New Pedestrian Push Button	EA	10	\$850.00	\$8,500.00	Yes	

Item #	Item Code	Type	Item Description	UOM	QTY	Unit Price	Line Total	Response	Comment
98	238210		Pedestrian Pushbutton Post and Foundation	EA	7	\$2,500.00	\$17,500.00	Yes	
99	238210		Remove Existing Pedestrian Push Button	EA	10	\$450.00	\$4,500.00	Yes	
100	238210		Remove and Relocate Existing Pedestrian Pushbutton	EA	2	\$850.00	\$1,700.00	Yes	
101	238210		Relocate and Replace Existing Post with Existing Sign	EA	2	\$450.00	\$900.00	Yes	
102	237310		Paint Curb Markings	LF	55	\$4.00	\$220.00	Yes	
103	238210		Traffic Signal Loop and Appurtenance Replacement	EA	27	\$650.00	\$17,550.00	Yes	
104	561730		Tree Trimming	EA	1	\$5,000.00	\$5,000.00	Yes	
105	237310		Removal and Replacement of Existing Paint Striping	LS	1	\$9,600.00	\$9,600.00	Yes	
106	237310		Removal/Replace Thermoplastic Striping & Markings	LS	1	\$9,900.00	\$9,900.00	Yes	
107	238990		Video Recording of Existing Conditions	LS	1	\$250.00	\$250.00	Yes	
108	541331		Traffic Control and Engineered Traffic Control Plans	LS	1	\$18,000.00	\$18,000.00	Yes	
109	541330		WPCP Development	LS	1	\$950.00	\$950.00	Yes	
110	237310		WPCP Implementation	LS	1	\$2,500.00	\$2,500.00	Yes	
111	541820		Exclusive Community Liaison Services	LS	1	\$6,000.00	\$6,000.00	Yes	
112	237310		Compensation Adjustments for Price Index Fluctuation (EOC Type I)	AL	1	\$40,000.00	\$40,000.00	Yes	
113			Field Orders - (EOC) Type II	AL	1	\$103,100.00	\$103,100.00	Yes	

Line Item Subtotals

Section Title	Line Total
Main Bid (B-18140)	\$1,006,469.20
Main Bid (B-18148)	\$717,191.00
Main Bid (B-24135)	\$930,072.50
Grand Total	\$2,653,732.70

# City of San Diego

CITY CONTACT: Ron McMinn, Contract Specialist, Email: [RMcMinn@sandiego.gov](mailto:RMcMinn@sandiego.gov)  
Phone No. (619) 533-4618

## ADDENDUM A



## FOR

## PACIFIC BEACH ROAD IMPROVEMENTS

BID NO.:	<u>K-26-2414-DBB-3</u>
SAP NO. (WBS/IO/CC):	<u>B-18140, B-18148, B-24135, B-25083</u>
CLIENT DEPARTMENT:	<u>2116</u>
COUNCIL DISTRICT:	<u>1</u>
PROJECT TYPE:	<u>ID</u>

### **BID DUE DATE:**

**2:00 PM  
SEPTEMBER 9, 2025**

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

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



**A. CHANGES TO CONTRACT DOCUMENTS**

The following changes to the Contract Documents are hereby made effective as though originally issued with the bid package. Bidders are reminded that all previous requirements to this solicitation remain in full force and effect.

**B. BIDDER'S QUESTIONS**

- Q1. With there being a large amount of PCC work and other sub scopes for this project, can the self-performance be reduced from 50% to 30% ?
- A1. Self-performance cannot be reduced to 30% and remains at 50% as specified in Attachment E, Supplementary Special Provisions, SECTION 3 - CONTROL OF THE WORK, Subsection 3-2, SELF-PERFORMANCE, page 51 of the Solicitation Document.
- Q2. Bid line Items 73 thru 113 are said to be under plan set B-24135. The only plan sets that were provided are B-18140 & B-18148. Is there a missing plan set that was not released?
- A2. There is no Plan set for WBS No. B-24135, Mission Blvd South Loring Overlay. Exhibits and Estimated Quantities for B-24135 are provided in Appendix L - Mission Blvd South Loring Overlay Exhibits and Estimated Quantities. Refer to pages 154 through 161 of the Solicitation Document.

Rania Amen, Director  
Engineering & Capital Projects Department

Dated: *August 26, 2025*  
San Diego, California

RA/TD/na

# City of San Diego

**CITY CONTACT:** Ron McMinn, Contract Specialist, Email: [RMcMinn@sandiego.gov](mailto:RMcMinn@sandiego.gov)  
Phone No. (619) 533-4618

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## ADDENDUM B



## FOR

## PACIFIC BEACH ROAD IMPROVEMENTS

BID NO.:	<u>K-26-2414-DBB-3</u>
SAP NO. (WBS/IO/CC):	<u>B-18140, B-18148, B-24135, B-25083</u>
CLIENT DEPARTMENT:	<u>2116</u>
COUNCIL DISTRICT:	<u>1</u>
PROJECT TYPE:	<u>ID</u>

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### **BID DUE DATE:**

**2:00 PM  
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**CITY OF SAN DIEGO'S ELECTRONIC BIDDING SITE, PLANETBIDS**

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

**A. CHANGES TO CONTRACT DOCUMENTS**

The following changes to the Contract Documents are hereby made effective as though originally issued with the bid package. Bidders are reminded that all previous requirements to this solicitation remain in full force and effect.

**B. BIDDER'S QUESTIONS**

- Q1. With respect to the Section 303-5.9 Measurement and Payment, Notes 16, and 17, How does the contractor include the Alley Aprons and Spandrels areas into the Curb Ramp Item without being provided a Plan to Scale to quantify those areas, or being provided the SF areas of the Alley Aprons and Spandrels to be included?
- A1. Per the City of San Diego's Standard Drawings, Standard Specifications (2021 WHITEBOOK) and the Supplementary Special Provisions (SSP), the removal and replacement of existing concrete spandrel and alley apron are part of curb ramp installation and payment is included in the Curb Ramp Bid Item. It is up to the Contractor to quantify for Bidding purposes.
- Q2. I was wondering about the PB Pathway Surfboards that are on Cass St. Will the city be providing the replacements, or will the contractor have to order them.
- A2. The Contractor shall replace in kind as part of Removal/Replace Thermoplastic Striping & Markings.

Rania Amen, Director  
Engineering & Capital Projects Department

Dated: *September 3, 2025*  
San Diego, California

RA/TD/na