

# City of San Diego

**CONTRACTOR'S NAME:** RAC Construction & Engineering, Inc.

**ADDRESS:** 5811 Barbarossa Court, San Diego, CA 92115

**TELEPHONE NO.:** 619-454-2484

**FAX NO.:**

**CITY CONTACT:** Rosa Riego, Senior Contract Specialist, Email: [RRiego@sandiego.gov](mailto:RRiego@sandiego.gov)

Phone No. (619) 533-3426

A. Osman / R. Escobar / Y. Kawai

## BIDDING DOCUMENTS



**FOR**

## TERMINAL PARKING LOT EAST REHABILITATION

BID NO.: L-26-2437-DBB-2

SAP NO. (WBS/IO/CC): B-22157

CLIENT DEPARTMENT: 2111

COUNCIL DISTRICT: 7

PROJECT TYPE: AA

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

- THE CITY'S SUBCONTRACTING PARTICIPATION REQUIREMENTS FOR SLBE PROGRAM
- COMPETITION RESTRICTED TO: SLBE-ELBE  or ELBE FIRMS ONLY
- PREVAILING WAGE RATES: STATE  FEDERAL
- APPRENTICESHIP

**BID DUE DATE:**

**2:00 PM**

**NOVEMBER 20, 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:

  
\_\_\_\_\_  
1) Registered Engineer

10/15/25  
\_\_\_\_\_  
Date

Seal:



  
\_\_\_\_\_  
2) For City Engineer

10/14/2025  
\_\_\_\_\_  
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>

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.	Subcontractors For Alternates	At Time of Bid	ALL BIDDERS
4.	Mandatory Disclosure of Business Interests	At Time of Bid	ALL BIDDERS
5.	Debarment and Suspension Certification for Prime Contractors	At Time of Bid	ALL BIDDERS
6.	Debarment and Suspension Certification for Subcontractors, Suppliers & Mfgs	At Time of Bid	ALL BIDDERS
7.	Bid Bond (Original)	By 5PM 1 working day after bid opening	ALL BIDDERS
8.	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
9.	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
10.	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
11.	Listing of "Other Than First Tier" Subcontractors	Within 10 working days of receipt by bidder of contract forms	AWARDED BIDDER

## NOTICE INVITING BIDS

1. **SUMMARY OF WORK:** This is the City of San Diego's (City) solicitation process to acquire Construction services for **TERMINAL PARKING LOT EAST REHABILITATION**. For additional information refer to Attachment A.
2. **LIMITED COMPETITION:** This solicitation is open only to City-certified **SLBE/ELBE** firms on the City's Certified SLBE/ELBE List. For information regarding the City's Certified SLBE/ELBE list visit the City's Equal Opportunity Contracting Website: <https://www.sandiego.gov/eoc>.
3. **ESTIMATED CONSTRUCTION COST:** The City's estimated construction cost for this project is **\$701,500.00**.
4. **BID DUE DATE AND TIME ARE: NOVEMBER 20, 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** or **C-12**
7. **SUBCONTRACTING PARTICIPATION PERCENTAGES:**
  - 7.1. The City has incorporated voluntary subcontractor participation percentage to enhance competition and maximize subcontracting opportunities as follows.
  - 7.2. The following voluntary subcontractor participation percentage for DBE, DVBE, WBE, MBE, SLBE, and ELBE certified Subcontractors shall apply to this contract:  
**Total voluntary subcontractor participation percentage for this project is 10%.**
8. **PRE-BID MEETING:**
  - 8.1. **ONLINE PRE-BID MEETING:**

Prospective Bidders **must** attend the Pre-Bid Meeting.

The Pre-Bid Meeting will be held on **Thursday, November 6, 2025**, at **10:00 AM** (PST) at:

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

[Join the meeting now](#)

Meeting ID: 243 332 548 283 9  
Passcode: dh2VC9AK  
Dial in by phone  
[+1 945-468-5511,,914551696#](tel:+19454685511914551696) United States, Dallas  
[Find a local number](#)  
Phone conference ID: 914 551 696#

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

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

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

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

**Bidders may not be admitted after the specified start time of the mandatory Pre-Bid Meeting.**

**Failure to attend the Mandatory Pre-Bid Meeting may result in the Design-Builder's Bid being deemed non-responsive.**

**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 plus all the Alternates.
- 9.5. Once the low Bid has been determined, the City may, at its sole discretion, award the contract for the Base Bid alone or for the Base Bid plus one or more Alternates.

**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:

Rosa Riego, Senior Contract Specialist at [RRiego@sandiego.gov](mailto:RRiego@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.

**11. ADDITIVE/DEDUCTIVE ALTERNATES:**

**11.1.** The additive/deductive alternates have been established to allow the City to compare the cost of specific portions of the Work with the Project's budget and enable the City to make a decision whether to incorporate these portions prior to award. The award will be established as described in the Bid. The City reserves the right to award the Contract for the Base Bid only or for the Base Bid plus one or more Alternates.

## 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, EOCB compliance and other issues. The City may require any Bidder to furnish statement of experience, financial responsibility, technical ability, equipment, and references.

**2.6. RECAPITULATION OF THE WORK.** Bids shall not contain any recapitulation of the Work. Conditional Bids may be rejected as being non-responsive. Alternative proposals will not be considered unless called for.

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

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

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

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

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

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

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

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

**4. BIDS ARE PUBLIC RECORDS:** Upon receipt by the City, Bids shall become public records subject to public disclosure. It is the responsibility of the respondent to clearly identify any

confidential, proprietary, trade secret or otherwise legally privileged information contained within the Bid. General references to sections of the California Public Records Act (PRA) will not suffice. If the Contractor does not provide applicable case law that clearly establishes that the requested information is exempt from the disclosure requirements of the PRA, the City shall be free to release the information when required in accordance with the PRA, pursuant to any other applicable law, or by order of any court or government agency, and the Contractor will hold the City harmless for release of this information.

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

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

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

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

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

**7. INSURANCE REQUIREMENTS:**

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

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

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

Title	Edition	Document Number
Standard Specifications for Public Works Construction (“The GREENBOOK”) <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

Title	Edition	Document Number
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
California Manual on Uniform Traffic Control Devices Revision 9 (CA MUTCD Rev 9) <a href="https://dot.ca.gov/programs/safety-programs/camutcd">https://dot.ca.gov/programs/safety-programs/camutcd</a>	2014	ECPD080725-07
<p><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></p> <p>*Electronic updates to the Standard Drawings may also be found in the link above</p>		

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

subcontractor is a **CONSTRUCTOR, CONSULTANT** or **SUPPLIER**. The Bidder shall state the **DIR REGISTRATION NUMBER** for all subcontractors and shall further state within the description, the **PORTION** of the work which will be performed by each subcontractor under this Contract. The Contractor shall list only one Subcontractor for each portion of the Work. The **DOLLAR VALUE** of the total Bid to be performed shall be stated for all subcontractors listed. Failure to comply with this requirement may result in the Bid being rejected as **non-responsive** and ineligible for award. The Bidder's attention is directed to the Special Provisions – Section 3-2, “Self-Performance”, which stipulates the percent of the Work to be performed with the Bidders' own forces. The Bidder shall list all SLBE, ELBE, DBE, DVBE, MBE, WBE, OBE, SDB, WoSB, HUBZone, and SDVOSB Subcontractors for which Bidders are seeking recognition towards achieving any mandatory, voluntary (or both) subcontracting participation goals.

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

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

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

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

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

- 19.3. The Bidder agrees that in the event of the Bidder's failure to execute this contract and provide the required final bonds, the money represented by the cashier's or certified check will remain the property of the City; and the Surety agrees that it will pay to the City the damages, not exceeding the sum of 10% of the amount of the Bid, that the City may suffer as a result of such failure.
- 19.4. At the time of bid submission, bidders must upload and submit an electronic PDF copy of the aforementioned bid security. Whether in the form of a cashier's check, a properly certified check or an approved corporate surety bond payable to the City of San Diego, the bid security must be uploaded to the City's eBidding system. By 5PM, 1 working day after the bid opening date, all bidders must provide the City with the original bid security.
- 19.5. Failure to submit the electronic version of the bid security at the time of bid submission AND failure to provide the original by 5PM, 1 working day after the bid opening date shall cause the bid to be rejected and deemed **non-responsive**.

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

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

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

**21. BID RESULTS:**

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

**22. THE CONTRACT:**

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

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

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

BOND NO. 800214875  
BOND PREMIUM IS \$15,913.00 WHICH IS SUBJECT TO CHANGE BASED ON FINAL CONTRACT AMOUNT

## **PERFORMANCE BOND, LABOR AND MATERIALMEN'S BOND**

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

RAC Construction & Engineering, Inc., a corporation, as principal, and Atlantic Specialty Insurance Company, a corporation authorized to do business in the State of California, as Surety, hereby obligate themselves, their successors and assigns, jointly and severally, to The City of San Diego a municipal corporation in the sum of Six Hundred Thirty Six Thousand Five Hundred Thirty Five Dollars and Zero Cents (\$636,535.00) for the faithful performance of the annexed contract, and in the sum of Six Hundred Thirty Six Thousand Five Hundred Thirty Five Dollars and Zero Cents (\$636,535.00) 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.

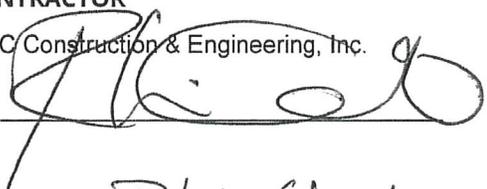
The Surety expressly agrees that the City of San Diego may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Principal.

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)

CONTRACTOR

RAC Construction & Engineering, Inc.

By: 

Print Name: Rubén Claudio

Date: 12/30/2025

THE CITY OF SAN DIEGO

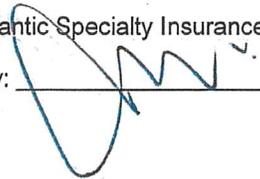
By: 

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

Date: 1/27/2026

SURETY

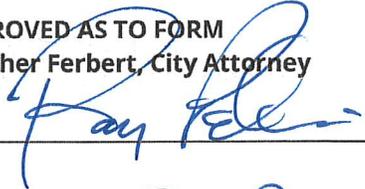
Atlantic Specialty Insurance Company

By: 

Print Name: Christine Woolford  
Attorney-In-Fact

Date: December 19, 2025

APPROVED AS TO FORM  
Heather Ferbert, City Attorney

By: 

Print Name: Ray Palancci  
Deputy City Attorney

Date: 1/27/26

505 North Brand Blvd., Glendale, CA 91203  
Local Address of Surety

781-332-7241  
Local Phone Number of Surety

\$15,913.00  
Premium

800214875  
Bond Number

# ACKNOWLEDGMENT

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

State of California  
County of SAN DIEGO)

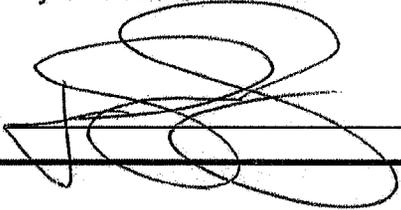
On 12.30.25 before me, NICOLE M. COLON, NOTARY PUBLIC  
(insert name and title of the officer)

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

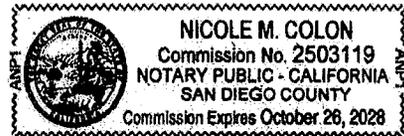
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing  
paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_



(Seal)



**CALIFORNIA 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.

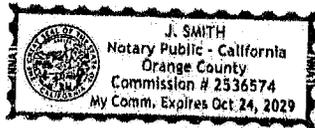
State of California }  
County of Orange }

On DEC 19 2025 before me, J. Smith, Notary Public  
*Date Here Insert Name and Title of the Officer*  
personally appeared Christine Woolford  
*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.



Place Notary Seal and/or Stamp Above

Signature J. Smith  
*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: \_\_\_\_\_



## Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **Christine Woolford, Emilie Young, Irene Luong, James W. Moilanen, P. Austin Neff, Thao Luu, Yung T. Mullick**, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **unlimited** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this first day of January, 2023.

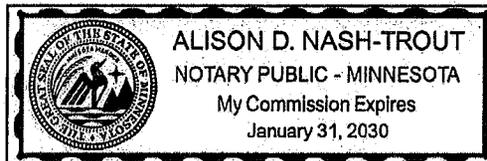


By \_\_\_\_\_

Sarah A. Kolar, Vice President and General Counsel

STATE OF MINNESOTA  
HENNEPIN COUNTY

On this first day of January, 2023, before me personally came Sarah A. Kolar, Vice President and General Counsel of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and she acknowledged the execution of the same, and being by me duly sworn, that she is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.



\_\_\_\_\_  
Alison Nash-Trout

Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 19th day of December, 2025.



\_\_\_\_\_  
Kara L.B. Barrow

Kara L.B. Barrow, Secretary

This Power of Attorney expires  
January 31, 2030

## ATTACHMENTS

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

## SCOPE OF WORK

1. **SCOPE OF WORK:** The project includes pavement rehabilitation within the Montgomery-Gibbs Executive Airport (MYF), in the neighborhood of Kearny Mesa, San Diego. Location is in the eastern MYF terminal parking lot. The eastern parking lot shall be resurfaced and shall address ADA access/path of travel requirements, as well as re-striping and new signage.
  - 1.1. The Work shall be performed in accordance with:
    - 1.1.1. The Notice Inviting Bids and Plans numbered **0102314-001-D** through **0102314-008-D**, inclusive.
2. **LOCATION OF WORK:** The location of the Work is as follows:

See **Appendix E – Location Map**.
3. **CONTRACT TIME:** The Contract Time for completion of the Work shall be **120 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>

#### B. GENERAL.

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

#### C. DEFINITIONS.

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

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

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

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

**1. Nondiscrimination in Contracting Ordinance.**

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

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

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

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

**E. EQUAL EMPLOYMENT OPPORTUNITY OUTREACH PROGRAM.**

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

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

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

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

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

**F. SUBCONTRACTING.**

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

subcontracting opportunities to all eligible business firms including SLBEs, ELBEs, MBEs, WBEs, DBEs, DVBES, and OBEs.

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

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

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

**H. SUBCONTRACTOR AND SUPPLIER SUBSTITUTIONS.**

1. Listed Subcontractors and Suppliers shall not be substituted without the Express authorization of the City or its duly authorized agent.
2. Request for Subcontractor or Supplier substitution shall be made in writing to Purchasing & Contracting Department, Public Works Division, Attention Contract Specialist, 1200 3rd Ave., Suite 200, MS 56P, San Diego, CA 92101 with a copy to the Engineer.

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

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

**I. PROMPT PAYMENT.**

- 1. You or your Subcontractors shall pay to any subcontractor, not later than 7 Calendar Days of receipt of each progress payment, unless otherwise agreed to in writing, the respective amounts allowed you on account of the Work performed by the Subcontractors, to the extent of each Subcontractor's interest therein. In cases of Subcontractor performance deficiencies, you shall make written notice of any withholding to the Subcontractor with a copy to the Contracts Specialist. Upon correction of the deficiency, you shall pay the Subcontractor the amount previously withheld within 14 Calendar Days after payment by the City.
- 2. Any violation of California Business and Professions Code, §7108.5 concerning prompt payment to Subcontractors shall subject the violating Contractor or

Subcontractor to the penalties, sanctions, and other remedies of that section. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to you or your Subcontractor in the event of a dispute involving late payment or nonpayment by the Prime Contractor, deficient subcontract performance, or noncompliance by a Subcontractor.

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

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

**K. CERTIFICATION.**

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

**L. CONTRACT RECORDS AND REPORTS.**

1. You shall maintain records of all subcontracts and invoices from your Subcontractors and Suppliers for work on this project. Records shall show

name, telephone number including area code, and business address of each Subcontractor, Supplier, and joint venture partner, and the total amount actually paid to each firm. Project relevant records, regardless of tier, may be periodically reviewed by the City.

2. You shall retain all records, books, papers, and documents pertinent to the Contract for a period of not less than 5 years after Notice of Completion and allow access to said records by the City's authorized representatives.
3. You shall submit the following reports using the City's web-based contract compliance (Prism® portal):
  - a. **Monthly Payment.** You shall submit Monthly Payment Reporting by the 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 and Office of Labor Standards & Enforcement (OLSE) Prevailing Wage Unit prior to Acceptance. Failure to comply may result in assessment of liquidated damages or withholding of retention. The City will review and verify 100% of subcontract participation reported in the Final Summary Report prior to approval and release of final retention to you. In the event your Subcontractors are owed money for completed Work, the City may authorize payment to subcontractor via a joint check from the withheld retention.

## EQUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP)

### SECTION B - SLBE-ELBE SUBCONTRACTING REQUIREMENTS

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

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

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

<b>Holiday</b>	<b>Observed On</b>
Juneteenth	June 19

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

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

### **SECTION 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 H, Sample Contractor Performance Evaluation (CPE) Form.**

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

1. Use AutoCAD for the preparation of Plans and As-Built drawings in accordance with the City's CADD Standards.

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

5. In preparation of the Contract Documents, the designer has relied upon the following reports of explorations and tests at the Work Site:
  - a) Report of Geotechnical Investigation Montgomery – Gibbs Executive Airport Pavement Replacement dated May 29, 2024 by Allied Geotechnical Engineers, Inc.
6. The reports listed above are available for review at the following link:

[https://drive.google.com/drive/folders/1mv3S62e-Zmr0tLwuir3Glsif\\_ZV2z1-E?usp=sharing](https://drive.google.com/drive/folders/1mv3S62e-Zmr0tLwuir3Glsif_ZV2z1-E?usp=sharing)

**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.

#### **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.

**5-4.3 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.

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

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

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

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

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

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

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

Resurfacing, Slurry Seal, Sidewalk, or Curb Ramp Work. Upon resuming construction activities, you shall redistribute door hangers.

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

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

**6-1.1 Construction Schedule.** To the "WHITEBOOK", ADD the following:

3. Refer to the Sample City Invoice in **Appendix D – Sample City Invoice** and use the format shown.

**ADD:**

**6-6.1.1 Environmental Document.**

1. The City of San Diego has prepared a **Notice of Exemption** for **Montgomery-Gibbs Executive Airport Terminal Parking Lot (East) Rehabilitation**, Project No. **B-22157.02.06**, as referenced in the Contract Appendix. You shall

comply with all requirements of the **Notice of Exemption** as set forth in **Appendix A**.

2. Compliance with the City's environmental document shall be included in the Contract Price, unless separate bid items have been provided.

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

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

<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
\$1,000,001 to \$2,000,000	\$2,500
\$2,000,001 to \$5,000,000	\$3,000
\$5,000,001 to \$10,000,000	\$5,500
\$10,000,001 to \$20,000,000	\$6,500
Greater Than \$20,000,000	\$7,000

**SECTION 7 - MEASUREMENT AND PAYMENT**

**7-3.1 General.** To the "WHITEBOOK", ADD the following:

4. The Lump Sum bid item for "**Striping, Signage, and Detectable Warning Tiles (DWTs) (Full & Complete)**" shall include both the installation and construction of striping, signage, and detectable warning tiles, and the removal of existing signage and markings full and complete as specified in the Plans, Contract, and Documents.
5. The Lump Sum bid item for "**AC Pavement & Overlay (Full & Complete)**" shall include the installation of asphalt pavement, Class 2 aggregate base, grind and overlay, saw-cutting existing edges, applying tack coat, placement, curing, and protection of new pavement, and the removal of existing signage

and markings full and complete as specified in the Plans, Contract, and Documents.

6. The Lump Sum bid item for **“Concrete Flatwork (Full & Complete)”** shall include all installation work required for the construction of concrete material including work required to install the concrete full and complete (such as any required subgrade backfill) as specified in the Plans, Contract, and Documents.
7. The Lump Sum bid item for **“Demolition (Full & Complete)”** shall include, but not limited to, all demolition, clearing and grubbing, hauling and disposal, and excavation as specified in the Plans, Contract, and Documents.
8. The Additive Alternate 1 Square Foot Bid item for **“Install GlasPave (2 Moves)”** shall include the installation of a GlasPave product throughout the parking lot as specified in the Plans, Contract, and Documents.
9. The Additive Alternate 2 Linear Foot Bid item for **“Apply Crack Seal (3/8” through 3/4”) (2 EA Moves)”** shall include the process of crack sealing the parking lot as specified in the Plans, Contract, and Documents.

**7-3.9 Field Orders.** To the “WHITEBOOK”, DELETE in its entirety and SUBSTITUTE with the following:

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

**TABLE 7-3.9  
FIELD ORDER LIMITS**

Contract Price	Maximum Each Field Order Work Amount
Less than \$1,000,001	\$10,000
\$1,000,001 to \$5,000,000	\$20,000
\$5,000,001 to \$10,000,000	\$25,000
\$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 not** subject to the provisions of The “WHITEBOOK” for Compensation Adjustments for Price Index Fluctuations for paving asphalt.

## SECTION 203 - BITUMINOUS MATERIALS

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

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

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

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

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

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

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

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

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

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

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

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

Aggregate gradation must be determined before the addition of asphalt binder and must include supplemental fine aggregates. Test for aggregate gradation under

AASHTO T 27. Do not wash the coarse aggregate. Wash the fine aggregate only. Use a mechanical sieve shaker. Aggregate shaking time must not exceed 10 minutes for each coarse and fine aggregate portion. Choose a Target Value (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
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:

<b>Quality Characteristic</b>	<b>Test Method</b>	<b>Minimum Frequency</b>
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

Quality Characteristic	Test Method	Minimum Frequency
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) <sup>b</sup>	AASHTO T 209	±0.06
Combined Aggregates Sand Equivalent (min)	California Test 217 or ASTM D2419	50

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

<sup>b</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 ± 10
No. 8	58-63	TV ± 10
No. 30	29-34	TV ± 10
No. 200		0 - 14

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

**203-6.7**

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

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

**203-6.7.1**

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

During production, the hot- or cold-feed proportion controls for virgin aggregate and RAP may be adjusted. For RAP substitution of 15 percent or less, RAP must be within ± 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 ± 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**

**300-5.2 Imported Borrow.** To the "WHITEBOOK", ADD the following:

3. Fill material should be free of biodegradable material, hazardous substance contamination, other deleterious debris, and or rocks or hard lumps greater than 6 inches. If the fill material contains rocks or hard lumps, at least 70 percent (by weight) of its particles shall pass a U.S. Standard 75 -inch sieve. Fill

material should consist of predominantly granular soil (less than 40 percent passing the U.S. Standard #200 sieve) with Expansion Index of less than 50, Sand Equivalent of at least 20 and shear angle of not less than 30. Soil materials generated from the mudstone unit are clayey, and are not considered suitable for use as fill material. Soil materials generated from the very old paralic deposits are likely to contain abundant gravel and cobbles, and may require selective screening of oversize materials if they are utilized as compacted fill. In lieu of screening, it may be more practical and economical for the Contractor to use select import fill materials.

4. Prior to placement of fill materials, the firm competent ground which is determined to be satisfactory for the support of filled ground shall be plowed or scarified to a depth of at least 6 inches until the surface is free from ruts, hummocks, or other uneven features which would tend to prevent uniform compaction by the equipment to be used.
5. The fill materials should then be moisture-conditioned, placed and uniformly compacted in layers until final elevations are reached. Each layer should be no thicker than will allow for adequate bonding and compaction, but shall not exceed 8 inches in loose (uncompacted) thickness. Unless otherwise specified, all fills shall be compacted to at least 90 percent of maximum dry density as determined in the laboratory by the ASTM D1557 test method. Field density testing shall be performed in accordance with either the Nuclear Gauge Method (ASTM D2922 and D3017).

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

**301-1.2** To the “WHITEBOOK”, ADD the following:

7. The upper 24 inches of the underlying subgrade shall be overexcavated and replaced with fill materials which meet the specifications presented in Section **300-5.2**. The 6 inches of P-209 crushed aggregate layer and the replacement fill materials should be uniformly compacted to a minimum of 95 percent of maximum dry density as determined in the laboratory by the ASTM D1557 testing procedures. Fill placement and compaction should be performed in accordance with the recommendations presented in Section **300-5.2**.

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

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

## SECTION 303 – CONCRETE AND MASONRY CONSTRUCTION

**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 and item 2, DELETE in their entirety and SUBSTITUTE with the following:

1. The payment for each curb ramp shall include:
  - a. Ramp runs & transition areas (up to 15 ft),
  - b. Landings,
  - c. DWTs,
  - d. Demolition and disposal,
  - e. Forming,
  - f. Relocating or raising items in conflict to grade,
  - g. Protecting and preserving existing survey monuments and improvements,
  - h. Restoring pavement.
2. Additional concrete sidewalk and curb quantities beyond 15 feet (4.6 m), measured from the inside back edge of the sidewalk radius where it intersects with the landing, shall be included in the Bid items for "Additional Sidewalk" and "Additional Curb".

## SECTION 401 – REMOVAL

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

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

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

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

## SECTION 402 – UTILITIES

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

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

## SECTION 404 – COLD MILLING

**404-1**        **GENERAL.** To the "WHITEBOOK", item 1, DELETE in its entirety and SUBSTITUTE with the following:

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

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

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

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

**SUPPLEMENTARY SPECIAL PROVISIONS**  
**APPENDICES**

**APPENDIX A**  
**NOTICE OF EXEMPTION**

**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:** Montgomery-Gibbs Executive Airport Terminal Parking Lot (East) Rehabilitation

**WBS No.:** B-22157.02.06

**Project Location-Specific:** Montgomery-Gibbs Executive Airport (MYF), located at 3750 John J. Montgomery Drive, San Diego, CA 92123, in the Kearny Mesa Community Planning Area (Council District 7).

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

**Description of nature and purpose of the Project:** The project will resurface the entire existing eastern parking lot. Resurfacing will include the grinding and milling of the surface parking lot, removing and replacing all failed asphalt, seal coating, and restriping. The project will also conduct an approximately 1,200-square-foot full-depth replacement where the Americans with Disabilities Act (ADA) parking stalls are located. The maximum excavation for the full-depth replacement is approximately three feet. Any parking stops that are missing and/or damaged will be replaced. Staging areas for the project will occur on the project site or within adjacent developed paved areas.

**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: Thomas Park  
Email/Phone No.: TPark@sandiego.gov / (619) 533-4612  
525 B Street, Suite 750 (MS 908A), San Diego, CA 92101

Exempt Status: (CHECK ONE)

- 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), 15302 (Replacement or Reconstruction) and 15304 (Minor Alterations to Land)
- Statutory Exemptions: State section number

**Reasons why project is exempt:** The City of San Diego conducted an environmental review which determined that the project meets the categorical exemption criteria set forth in CEQA State Guidelines, Section 15301(Existing Facilities), which allows the repair and maintenance of existing facilities involving negligible or no expansion of existing or former use, such as resurfacing and restriping an existing parking lot; 15302 (Replacement and Reconstruction) which includes the replacement or reconstruction of existing facilities, such as resurfacing and restriping an existing parking lot; 15304 (Minor Alterations to Land) which allows minor public

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alterations in the condition of land and vegetation which do not involve removal of health, mature, scenic trees, such as excavation into pavement for full depth replacement; and where the exceptions listed in Section 15300.2 would not apply.

Lead Agency Contact Person: Thomas Park

Telephone: (619) 533-4612

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.



2/25/25

Carrie Purcell, Deputy Director

Date

Check One:

Signed By Lead Agency

Date Received for Filing with County Clerk or OPR:

Signed by Applicant

**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.)

<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 2 OF 10</b>	<b>EFFECTIVE DATE  October 15, 2002</b>
	<b>SUPERSEDES DI 55.27</b>	<b>DATED April 21, 2000</b>

- 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.

<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 3 OF 10</b>	<b>EFFECTIVE DATE  October 15, 2002</b>
	<b>SUPERSEDES DI 55.27</b>	<b>DATED April 21, 2000</b>

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.

<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 4 OF 10</b>	<b>EFFECTIVE DATE  October 15, 2002</b>
	<b>SUPERSEDES DI 55.27</b>	<b>DATED April 21, 2000</b>

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.

<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 5 OF 10</b>	<b>EFFECTIVE DATE  October 15, 2002</b>
	<b>SUPERSEDES DI 55.27</b>	<b>DATED April 21, 2000</b>

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

<b>CITY OF SAN DIEGO CALIFORNIA DEPARTMENT INSTRUCTIONS</b>	<b>NUMBER DI 55.27</b>	<b>DEPARTMENT Water Department</b>
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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

<b>CITY OF SAN DIEGO CALIFORNIA DEPARTMENT INSTRUCTIONS</b>	<b>NUMBER DI 55.27</b>	<b>DEPARTMENT Water Department</b>
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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

<b>CITY OF SAN DIEGO CALIFORNIA DEPARTMENT INSTRUCTIONS</b>	<b>NUMBER DI 55.27</b>	<b>DEPARTMENT Water Department</b>
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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.

<b>CITY OF SAN DIEGO CALIFORNIA DEPARTMENT INSTRUCTIONS</b>	<b>NUMBER DI 55.27</b>	<b>DEPARTMENT Water Department</b>
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7. **FEE AND DEPOSIT SCHEDULES**

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

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

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

8.1 Use of water from any fire hydrant without a properly issued and installed fire hydrant meter is theft of City property. Customers who use water for unauthorized purposes or without a City of San Diego issued meter will be prosecuted.

8.2 If any unauthorized connection, disconnection or relocation of a fire hydrant meter, or other connection device is made by anyone other than authorized Water Department personnel, the person making the connection will be prosecuted for a violation of San Diego Municipal Code, Section 67.15. In the case of a second offense, the customer's fire hydrant meter shall be confiscated and/or the deposit will be forfeited.

8.3 Unauthorized water use shall be billed to the responsible party. Water use charges shall be based on meter readings, or estimates when meter readings are not available.

8.4 In case of unauthorized water use, the customer shall be billed for all applicable charges as if proper authorization for the water use had been obtained, including but not limited to bi-monthly service charges, installation charges and removal charges.

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

**Water Department Director**

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

#### APPENDIX

**Administering Division:** Customer Support Division

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

**Distribution:** DI Manual Holders



# Application for Fire Hydrant Meter (EXHIBIT A)

(For Office Use Only)

NS REQ	FAC#
DATE	BY

METER SHOP (619) 527-7449

## Meter Information

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

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

## Company Information

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

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

<input type="checkbox"/> City Meter	<input type="checkbox"/> Private Meter	
Contract Acct #:	Deposit Amount: <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**



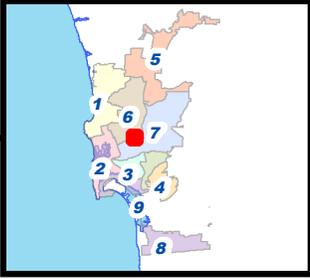
**APPENDIX E**  
**LOCATION MAP**

# TERMINAL PARKING LOT EAST REHABILITATION

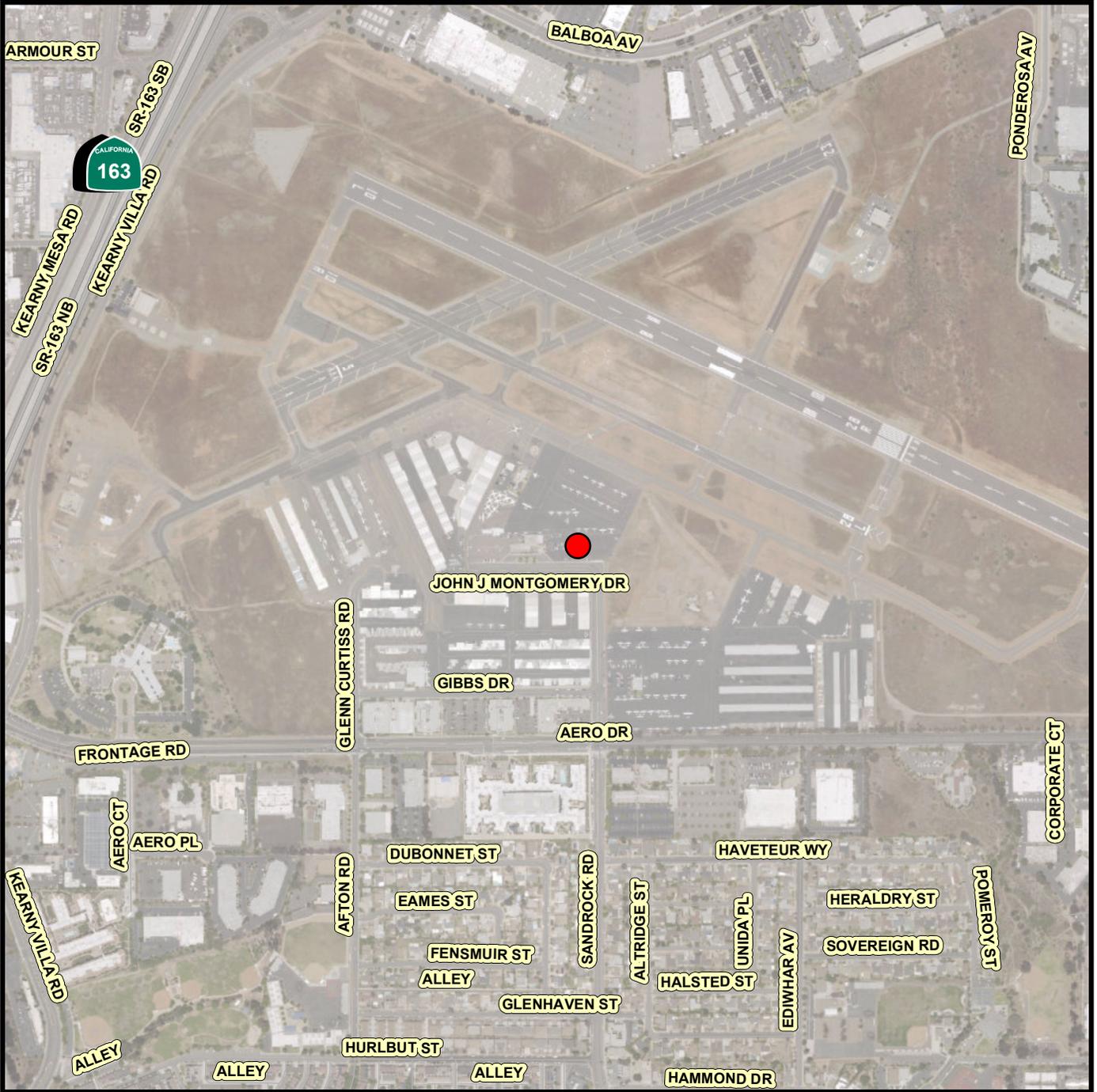
SENIOR ENGINEER  
WILLIAM GIBSON

PROJECT MAMNAGER  
ABDIRAHMAN OSMAN

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

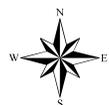


DBB CONTRACT LOCATION MAP



## Legend

 Project Location



No Scale

Document Path: S:\PITS\PTIS-CIP- Preliminary-Engineering-and-Program-Coordination\PU D PE Active\B22157 Terminal Parking Lot East Rehab\Drafting\Location Map\Location Map.mxd

Community Name: Kearny Mesa

Council District: 7

WBS No: B22157

Date: 7/25/2025



FACILITIES & PARKS PROJECT DELIVERY DIVISION

Terminal Parking Lot East Rehabilitation

L-26-2437-DBB-2

95 | Page Last updated by: AOsman on 7/25/2025

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**APPENDIX F**  
**SAMPLE OF PUBLIC NOTICE**



CONSTRUCTION NOTICE

PROJECT TITLE

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

The work will consist of:

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

How your neighborhood may be impacted:

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

Hours and Days of Operation:

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

City of San Diego Contractor:

Company Name, XXX-XXX-XXXX



CONSTRUCTION NOTICE

PROJECT TITLE

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

The work will consist of:

- Saw-cutting and trench work on Ingulf Street from Morena Boulevard to Galveston Street to install new water mains, water laterals and fire hydrants.
• Streets where trenching takes place will be resurfaced and curb ramps will be upgraded to facilitate access for persons with disabilities where required.
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• Temporary water service disruptions are planned. If planned disruptions impact your property, you will receive advance notice.
• Parking restrictions will exist because of the presence of construction equipment and materials.
• "No Parking" signs will be displayed 72 hours in advance of the work.
• Cars parked in violation of signs will be TOWED.

Hours and Days of Operation:

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

City of San Diego Contractor:

Company Name, XXX-XXX-XXXX

## **APPENDIX G**

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

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

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

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

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

- A. Endpoints, see Photo 1:

**Photo 1**



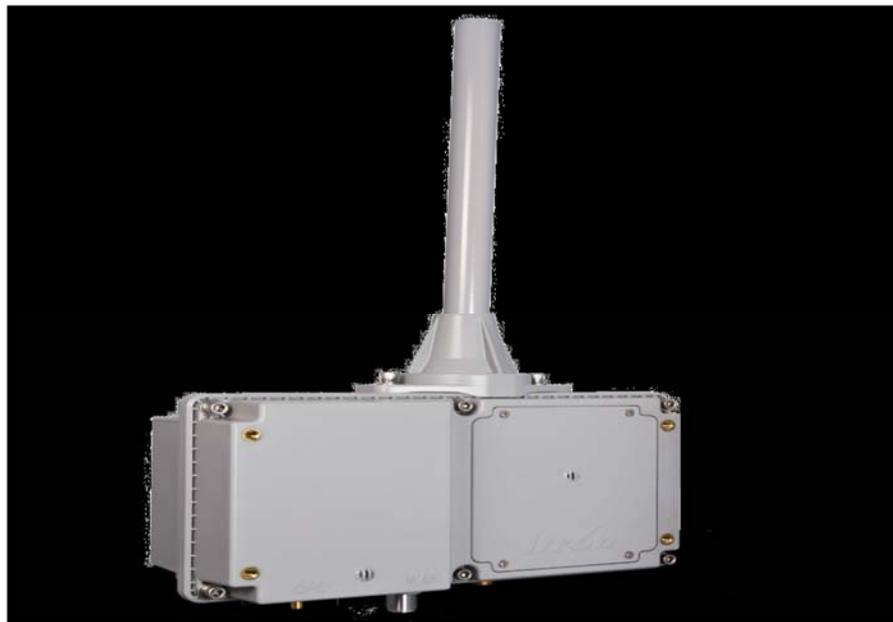
B. AMI Antenna attached to Endpoint (antenna not always required), see Photo 2:



---

Network Devices, see Photo 3:

**Photo 3**



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

**Photo 4**



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

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

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

**Photo 5**

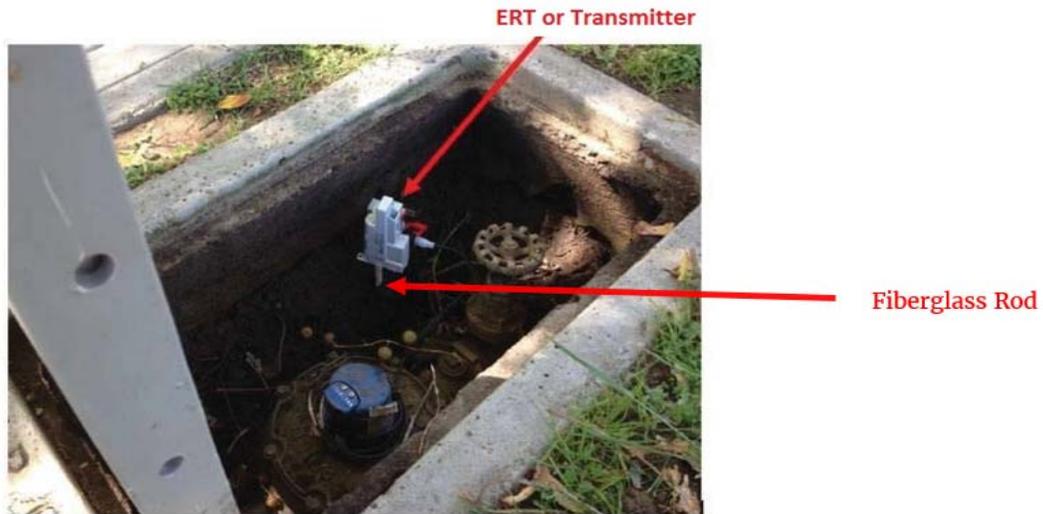


Photo 6 below is an example of disturbance that shall be avoided:

**Photo 6**



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

**Photo 7**



Another component of the AMI system are the Network Devices. The Network Devices are strategically placed units (mainly on street light poles) that collect interval meter reading data from multiple meters for transmission to the Department Control Computer. **If you come across any of these devices on street lights that will be removed or replaced (refer to Photos 8 and 9 below), notify 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.**

**APPENDIX H**

**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

SAMPLE

**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.

**ATTACHMENT F**

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

## ATTACHMENT F

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## ATTACHMENT G

### CONTRACT AGREEMENT

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#### CONSTRUCTION CONTRACT

This contract is made and entered into between THE CITY OF SAN DIEGO, a municipal corporation, herein called "City", and RAC Construction & Engineering, Inc., herein called "Contractor" for construction of **TERMINAL PARKING LOT EAST REHABILITATION**; Bid No. **L-26-2437-DBB-2**; in the total amount of Six Hundred Thirty Six Thousand Five Hundred Thirty Five Dollars and Zero Cents (\$636,535.00), which is comprised of the Base Bid plus Additive Alternate A.

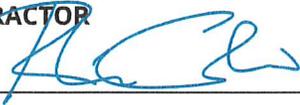
IN CONSIDERATION of the payments to be made hereunder and the mutual undertakings of the parties hereto, City and Contractor agree as follows:

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 **TERMINAL PARKING LOT EAST REHABILITATION**, on file in the Purchasing & Contracting Department as Document No. **B-22157**, 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 **TERMINAL PARKING LOT EAST REHABILITATION**, Bid Number **L-26-2437-DBB-2**, 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: 

Print Name: Ruben Claudio

Title: President/Owner

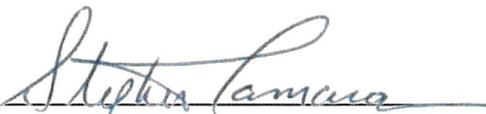
Date: 12/8/25

City of San Diego License No.: B2020011607

State Contractor's License No.: 1073141

DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) REGISTRATION NUMBER: 1000855111

**THE CITY OF SAN DIEGO**

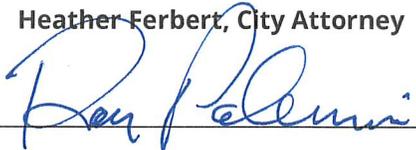
By: 

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

Date: 1/27/2026

**APPROVED AS TO FORM**

**Heather Ferbert, City Attorney**

By: 

Print Name: Ray Palmucci  
Deputy City Attorney

Date: 1/27/26

## **CERTIFICATIONS AND FORMS**

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

## **BIDDER'S GENERAL INFORMATION**

To the City of San Diego:

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

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

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

State of California

County of San Diego

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

## **CONTRACTOR CERTIFICATION**

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### **DRUG-FREE WORKPLACE**

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

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

## **CONTRACTOR CERTIFICATION**

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

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

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

## **CONTRACTOR CERTIFICATION**

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

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

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

**CONTRACTOR CERTIFICATION**

---

**EQUAL BENEFITS ORDINANCE CERTIFICATION**

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

## **CONTRACTOR CERTIFICATION**

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### **EQUAL PAY ORDINANCE CERTIFICATION**

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

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

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

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

## CONTRACTOR CERTIFICATION

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

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

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

## **CONTRACTOR CERTIFICATION**

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### **PRODUCT ENDORSEMENT**

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

**AFFIDAVIT OF DISPOSAL**

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

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

**TERMINAL PARKING LOT EAST REHABILITATION**

(Project Title )

as particularly described in said contract and identified as Bid No. **L-26-2437-DBB-2**; SAP No. (WBS) **B-22157**; 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

## **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. SUBCONTRACTORS FOR ALTERNATES**
- D. MANDATORY DISCLOSURE OF BUSINESS INTERESTS FORM**
- E. DEBARMENT AND SUSPENSION CERTIFICATION FOR PRIME CONTRACTOR**
- F. 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 RAC Construction & Engineering Inc as Principal,  
and Contractors Bonding and Insurance Company as Surety, are held  
and firmly bound unto The City of San Diego hereinafter called "OWNER," in the sum  
of **10% OF THE TOTAL BID AMOUNT** for the payment of which sum, well and truly to be made, we  
bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally,  
firmly by these presents.

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

Terminal Parking Lot East Rehabilitation; Project No. L-26-2437-DBB-2

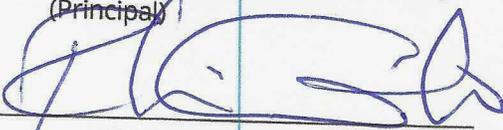
NOW THEREFORE, if said Principal is awarded a contract by said OWNER and, within the time and in  
the manner required in the "Notice Inviting Bids" enters into a written Agreement on the form of  
agreement bound with said Contract Documents, furnishes the required certificates of insurance, and  
furnishes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

SIGNED AND SEALED, this 18th day of November, 2025

RAC Construction & Engineering Inc (SEAL)

(Principal)

By:

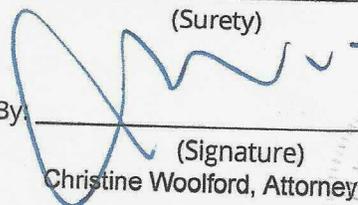


(Signature)

Contractors Bonding  
and Insurance Company (SEAL)

(Surety)

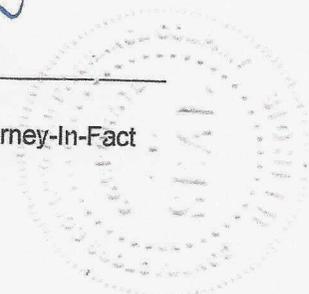
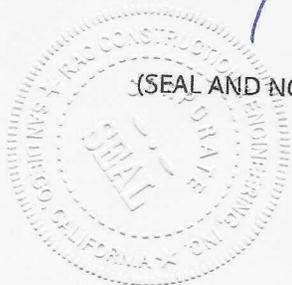
By:



(Signature)

Christine Woolford, Attorney-In-Fact

(SEAL AND NOTARIAL ACKNOWLEDGEMENT OF SURETY)



# ACKNOWLEDGMENT

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

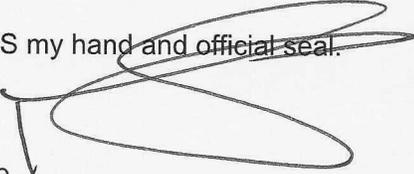
State of California  
County of SAN DIEGO )

On 11/20/2025 before me, NICOLE M COLON  
(insert name and title of the officer)

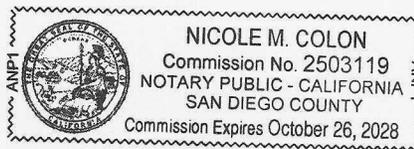
personally appeared RUBEN ANTONIO CLAUDIO,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/~~she~~/they executed the same in  
his/~~her~~/their authorized capacity(ies), and that by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

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

WITNESS my hand and official seal.

Signature 

(Seal)



# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

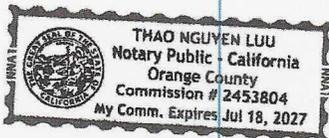
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

County of Orange }

On NOV 18 2025 before me, Thao Nguyen Luu, Notary Public,  
Date Insert Name of Notary exactly as it appears on the official seal

personally appeared Christine Woolford  
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 [Handwritten Signature]  
Signature of Notary Public

Place Notary Seal Above

## OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of the form to another document.

### Description of Attached Document

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

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

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

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

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

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

RIGHT THUMBPRINT  
OF SIGNER

Top of thumb here

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

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

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

RIGHT THUMBPRINT  
OF SIGNER

Top of thumb here

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

# POWER OF ATTORNEY

## RLI Insurance Company Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615  
Phone: 800-645-2402

### Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That RLI Insurance Company and/or Contractors Bonding and Insurance Company, each an Illinois corporation, (separately and together, the "Company") do hereby make, constitute and appoint:

Yung T. Mullick, P. Austin Neff, Irene Luong, Emilie Young, Danielle Hanson, Christine Woolford, Alexander R. Holsheimer, Thao Luu, Joseph P. McGrady, jointly or severally

in the City of Mission Viejo, State of California its true and lawful Agent(s) and Attorney(s) in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed Twenty Five Million Dollars (\$25,000,000.00) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

RLI Insurance Company and/or Contractors Bonding and Insurance Company, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and is now in force, to-wit:

"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, any 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."

IN WITNESS WHEREOF, the RLI Insurance Company and/or Contractors Bonding and Insurance Company, as applicable, have caused these presents to be executed by its respective Sr. Vice President with its corporate seal affixed this 9th day of September, 2025.



RLI Insurance Company  
Contractors Bonding and Insurance Company

By: Eric Raudins  
Eric Raudins Sr. Vice President

State of Ohio }  
County of Cuyahoga } SS

### CERTIFICATE

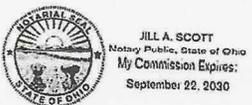
I, the undersigned officer of RLI Insurance Company and/or Contractors Bonding and Insurance Company, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the RLI Insurance Company and/or Contractors Bonding and Insurance Company this 18th day of November, 2025.

RLI Insurance Company  
Contractors Bonding and Insurance Company

By: Christina Dean  
Christina Dean Corporate Secretary

On this 9th day of September, 2025, before me, a Notary Public, personally appeared Eric Raudins, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the RLI Insurance Company and/or Contractors Bonding and Insurance Company and acknowledged said instrument to be the voluntary act and deed of said corporation.

By: Jill A. Scott  
Jill A. Scott Notary Public



**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: RAC Construction & Engineering, Inc.

Certified By Ruben Claudio, Title President/Owner

Name  
  
 Signature

Date 11-19-2025

**USE ADDITIONAL FORMS AS NECESSARY**

## SUBCONTRACTORS FOR ALTERNATES

**\*\*\* FOR USE WHEN LISTING SUBCONTRACTORS FOR ALTERNATES ONLY \*\*\***  
**(Use Additional Sheets As Needed)**

IDENTIFY ALTERNATE <small>(example: Deductive Alternate B) Only one Alternate and Sub per line</small>	SUBCONTRACTOR NAME, LOCATION, PHONE & EMAIL	SUBCONTRACTOR'S CA LICENSE NUMBER	SUBCONTRACTOR'S DIR REGISTRATION NUMBER	IS SUBCONTRACTOR CONSTRUCTOR, DESIGNER, OR SUPPLIER	TYPE OF WORK	DOLLAR VALUE OF THE ALTERNATE SUBCONTRACT <small>(Negative If Deductive)</small>
Add Alt A	Name: <u>Hazard Construction Engr. LLC</u> Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____	1038899	1000057559	no	GlasPave	\$30,525.00
	Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____					
	Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____					
	Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____					

**SUBCONTRACTORS FOR ALTERNATE ITEMS ARE NOT CONSIDERED IN THE CALCULATION TOWARD  
 ACHIEVING SLBE/ELBE PARTICIPATION GOALS**

## Mandatory Disclosure of Business Interests Form

### BIDDER/PROPOSER INFORMATION

Legal Name		DBA	
RAC Construction & Engineering, Inc.			
Street Address	City	State	Zip
5811 Barbarossa Ct	San Diego,	CA	92115
Contact Person, Title		Phone	Fax
Ruben Claudio		(760) 497-6668	

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
Ruben Claudio,	President/Owner
City and State of Residence	Employer (if different than Bidder/Proposer)
San Diego CA	
Interest in the transaction	
100%	

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

### \* Use Additional Pages if Necessary \*

Under penalty of perjury under the laws of the State of California, I certify that I am responsible for the completeness and accuracy of the responses contained herein, and that all information provided is true, full and complete to the best of my knowledge and belief. I agree to provide written notice to the Mayor or Designee within five (5) business days if, at any time, I learn that any portion of this Mandatory Disclosure of Business Interests Form requires an updated response. Failure to timely provide the Mayor or Designee with written notice is grounds for Contract termination.

Ruben Claudio, President/Owner

11-19-2025

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.**

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

EFFECT OF DEBARMENT OR SUSPENSION
To promote integrity in the City's contracting processes and to protect the public interest, the City shall only enter into contracts with responsible- bidders and contractors. In accordance with San Diego Municipal Code §22.0814 (a): <i>Bidders</i> and <i>contractors</i> who have been <i>debarred</i> or <i>suspended</i> are excluded from submitting bids, submitting responses to requests for proposal or qualifications, receiving <i>contract</i> awards, executing <i>contracts</i> , participating as a <i>subcontractor</i> , employee, agent or representative of another <i>person</i> contracting with the City.

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

The names of all persons interested in the foregoing proposal as Principals are as follows:

NAME	TITLE
Ruben Claudio,	President/Owner

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

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

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

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

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

Contractor Name: RAC Construction & Engineering, Inc.

Certified By Ruben Claudio, Title President/Owner

  
 Name \_\_\_\_\_ Date 11-19-2025  
 Signature \_\_\_\_\_

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

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

Names of the Principal individual owner(s)

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

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

SUBCONTRACTOR                       SUPPLIER                       MANUFACTURER

NAME	TITLE
Hazard Construction Engr, LLC	President
Jason A. Mordhorst	

SUBCONTRACTOR                       SUPPLIER                       MANUFACTURER

NAME	TITLE
Statewide Stripes, Inc.	President
David Brillhante	

SUBCONTRACTOR                       SUPPLIER                       MANUFACTURER

NAME	TITLE

SUBCONTRACTOR                       SUPPLIER                       MANUFACTURER

NAME	TITLE

Contractor Name: RAC Construction & Engineering, Inc.

Certified By Ruben Claudio Title President/Owner

  
 Signature \_\_\_\_\_ Date 11/20/2025

**\*USE ADDITIONAL FORMS AS NECESSARY\*\***

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

Names of the Principal individual owner(s)

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

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

SUBCONTRACTOR                       SUPPLIER                       MANUFACTURER

NAME	TITLE
Hazard Construction Engr LLC Jason Mordhorst	President

SUBCONTRACTOR                       SUPPLIER                       MANUFACTURER

NAME	TITLE

SUBCONTRACTOR                       SUPPLIER                       MANUFACTURER

NAME	TITLE

SUBCONTRACTOR                       SUPPLIER                       MANUFACTURER

NAME	TITLE

Contractor Name: Hazard Construction Engr, LLC

Certified By \_\_\_\_\_ Title \_\_\_\_\_

Name

Date \_\_\_\_\_

Signature

**\*USE ADDITIONAL FORMS AS NECESSARY\*\***

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

Names of the Principal individual owner(s)

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

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

SUBCONTRACTOR                       SUPPLIER                       MANUFACTURER

NAME	TITLE
<del>John</del> DAVID BRILHANTE	PRESIDENT

SUBCONTRACTOR                       SUPPLIER                       MANUFACTURER

NAME	TITLE

SUBCONTRACTOR                       SUPPLIER                       MANUFACTURER

NAME	TITLE

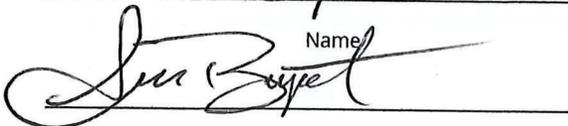
SUBCONTRACTOR                       SUPPLIER                       MANUFACTURER

NAME	TITLE

Contractor Name: STATEWIDE STRIPES, INC.

Certified By SEAN BAYOT

Title PROJECT MANAGER / ESTIMATOR

  
Name

Date 11/20/25

Signature

\*USE ADDITIONAL FORMS AS NECESSARY\*\*

# City of San Diego

CITY CONTACT: Rosa Riego, Sr. Contract Specialist, Email: [RRiego@sandiego.gov](mailto:RRiego@sandiego.gov)  
Phone No. (619) 533-3426

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## ADDENDUM A



## FOR

## TERMINAL PARKING LOT EAST REHABILITATION

BID NO.: L-26-2437-DBB-2  
SAP NO. (WBS/IO/CC): B-22157  
CLIENT DEPARTMENT: 2111  
COUNCIL DISTRICT: 7

---

### BID DUE DATE:

**NOVEMBER 20, 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. Due to the large quantity of GlasPave and Crack Seal, will the city consider lowering the Self Performance criteria to below 50%?

A1. The City is not entertaining a reduction in the self-performance requirement for this Sheltered Competition project with the intent to provide growth opportunities for small businesses (ELBE & SLBE) to compete on City projects.

Q2. I had a question regarding the concrete wheel stops for this project. Detail 2 on sheet 006 specifies a 5-foot-long, 6-inch-high wheel stop. I've contacted our vendors, but none carry wheel stops of that exact size. They only have 4-foot or 6-foot-long wheel stops, both approximately 5¼ inches high.

Could you please confirm if one of these available sizes would be acceptable, or if the project specifically requires the 5-foot, 6-inch-high wheel stop?

A2. A 6-foot long and 5.25-inch high wheel stop would be an acceptable alternative.

## C. SUPPLEMENTARY SPECIAL PROVISIONS

1. To ATTACHMENT E, SUPPLEMENTARY SPECIAL PROVISIONS, SECTION 3 – CONTROL OF THE WORK, Subsection **3-9 TECHNICAL STUDIES AND SUBSURFACE DATA**, page 51, Item **5.**, **DELETE** in its entirety and **SUBSTITUTE** with the following:

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

5. In preparation of the Contract Documents, the designer has relied upon the following reports of explorations and

tests at the Work Site:

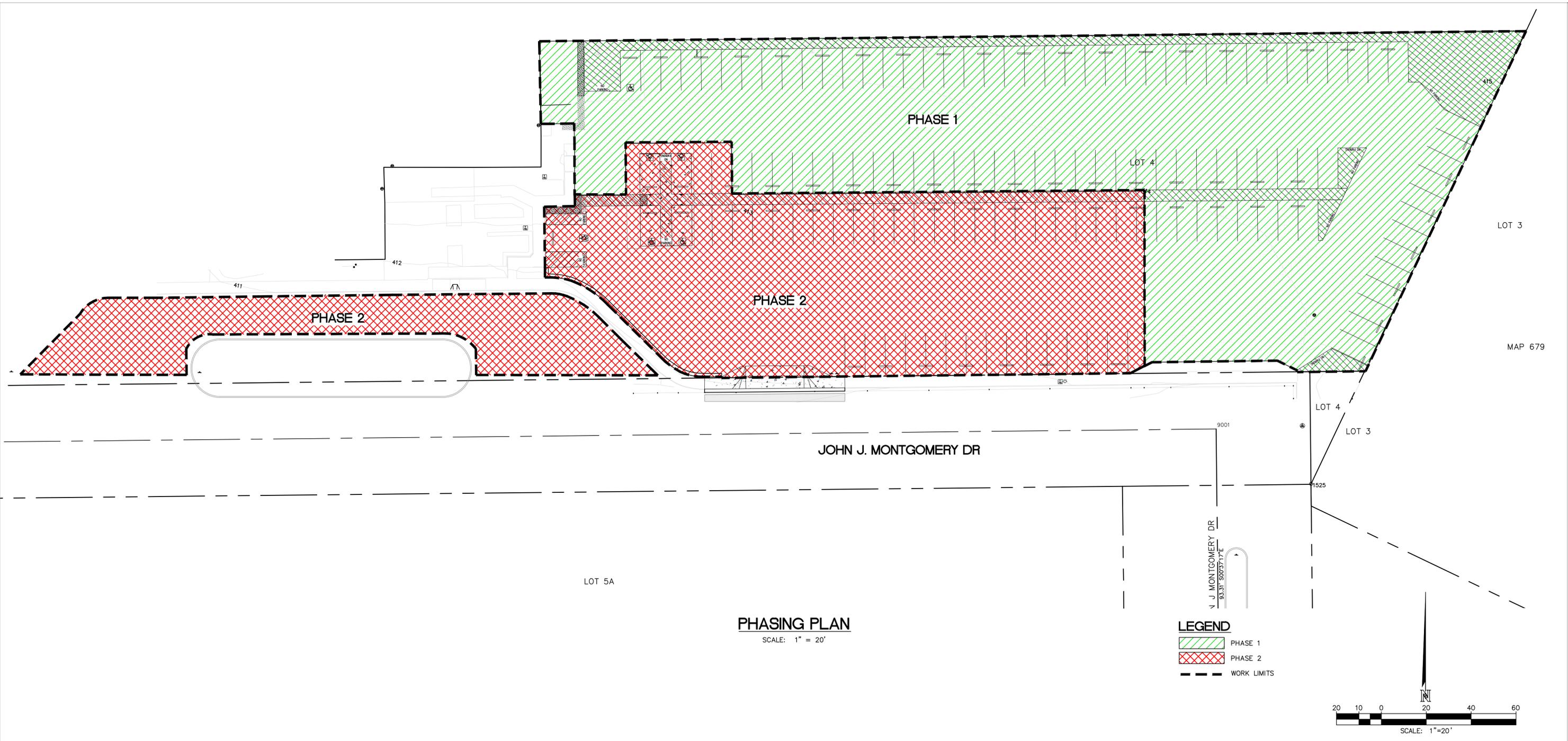
- a) Report of Geotechnical Investigation Montgomery – Gibbs Executive Airport Pavement Replacement dated May 29, 2024 by Allied Geotechnical Engineers, Inc.
  - b) The report listed above is available for review on pages 6 through 68 of this Addendum.
2. To ATTACHMENT E, SUPPLEMENTARY SPECIAL PROVISIONS, SECTION 3 – CONTROL OF THE WORK, Subsection **3-9 TECHNICAL STUDIES AND SUBSURFACE DATA**, page 51, **DELETE** item **6**. in its entirety.
  3. To ATTACHMENT E, SUPPLEMENTARY SPECIAL PROVISIONS, APPENDICES, **ADD “APPENDIX I - PHASING PLAN”**, pages 4 and 5 of this Addendum.

Rania Amen, Director  
Engineering & Capital Projects Department

Dated: *November 17, 2025*  
San Diego, California

RA/AJ/yk

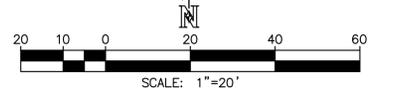
**APPENDIX I**  
**PHASING PLAN**



**PHASING PLAN**  
SCALE: 1" = 20'

**LEGEND**

- PHASE 1
- PHASE 2
- WORK LIMITS



**BID NO: L-26-2437-DBB-2**  
**ADDENDUM A**

<p><b>WARNING</b></p> <p>0 1/2 1</p> <p>IF THIS BAR DOES NOT MEASURE 1" THEN DRAWING IS NOT TO SCALE.</p>	<p><b>PLANS FOR THE CONSTRUCTION OF</b> <b>TERMINAL PARKING LOT EAST</b> <b>REHABILITATION</b> <b>PHASING PLAN</b></p>																				
<p>CONSULTANT</p> <p><b>Nasland</b> Civil Engineering Surveying Land Planning NE JOB NO: 123-011 SIGNING: 11/11/2025</p> <p style="text-align: right;">T (858) 292-7770 4740 Ruffner Street San Diego, CA 92111 nasland.com</p>	<p>CITY OF SAN DIEGO, CALIFORNIA ENGINEERING &amp; CAPITAL PROJECTS DEPARTMENT SHEET 1 OF 1 SHEETS</p> <p>WBS NO. <u>B-22157</u></p> <p>APPROVED: _____ DATE _____ ENGINEER OF WORK AND FOR CITY ENGINEER</p> <p>PRINT EOW / DCE _____ RCE# _____</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>DESCRIPTION</th> <th>BY</th> <th>APPROVED</th> <th>DATE</th> <th>FILMED</th> </tr> </thead> <tbody> <tr> <td>ORIGINAL</td> <td>NE</td> <td></td> <td></td> <td></td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	DESCRIPTION	BY	APPROVED	DATE	FILMED	ORIGINAL	NE													
DESCRIPTION	BY	APPROVED	DATE	FILMED																	
ORIGINAL	NE																				
<p style="text-align: center;">             REGISTERED PROFESSIONAL ENGINEER            CHANEL QUINTERO            NO. 92310            CIVIL            STATE OF CALIFORNIA         </p>	<p>SUBMITTED BY: <u>ABDIRAHMAN OSMAN</u> PROJECT MANAGER</p> <p>CHECKED BY: <u>N/A</u> PROJECT ENGINEER</p> <p><u>234-1725</u> CCS27 COORDINATES</p> <p><u>234-1725</u> CCS83 COORDINATES</p> <p>DRAWING NO. <b>1</b></p>																				
<p>CONTRACTOR _____ NTP DATE _____</p> <p>INSPECTOR _____ NOC DATE _____</p>																					

**REPORT OF GEOTECHNICAL INVESTIGATION  
MONTGOMERY-GIBBS EXECUTIVE AIRPORT  
PAVEMENT REPLACEMENT**

Submitted to:

NASLAND ENGINEERING  
4740 Ruffner Road  
San Diego, CA 92111

Prepared By:

ALLIED GEOTECHNICAL ENGINEERS, INC.  
9500 Cuyamaca Street, Suite 102  
Santee, California 92071-2685

AGE Project No. 53E2

May 29, 2024



May 29, 2024

Mr. Larry Thornburgh, P.E., PLS  
Nasland Engineering  
4740 Ruffner Road  
San Diego, CA 92111

**SUBJECT: REPORT OF GEOTECHNICAL INVESTIGATION  
MONTGOMERY-GIBBS EXECUTIVE AIRPORT  
PAVEMENT REPLACEMENT  
AGE Project No. 53E2**

Dear Mr. Thornburgh:

We are pleased to submit the accompanying report to present the findings, opinions, and recommendations of a geotechnical investigation that we have performed for the pavement replacement project at Montgomery-Gibbs Executive Airport in San Diego, California.

We appreciate the opportunity to be of service on this important project. If you have any questions regarding the contents of this report or need further assistance, please give us a call.

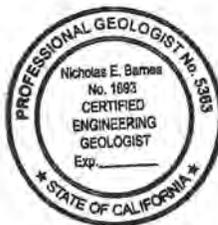
Very truly yours,

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**REPORT OF GEOTECHNICAL INVESTIGATION  
MONTGOMERY-GIBBS EXECUTIVE AIRPORT  
PAVEMENT REPLACEMENT**

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**1.0 INTRODUCTION**

Allied Geotechnical Engineers, Inc. (AGE) is pleased to submit this report to present the findings, conclusions and recommendations of a geotechnical investigation which was performed to assist Nasland Engineering with the design of the proposed pavement replacement at Montgomery-Gibbs Executive Airport (Montgomery Field) for the City of San Diego (City).

This report has been prepared for the exclusive use of Nasland Engineering, the City, and other members of the design consultant team in their design of the project as described herein. The information presented in this report is not sufficient for any other uses or the purposes of other parties.

### 2.0 PROJECT LOCATION AND DESCRIPTION

Montgomery Field is located in the community of Kearny Mesa in the City of San Diego, California (See Location Map, Figure 1). The site address is 3750 John J. Montgomery Drive. The main runway 10L/28R is 4,598 feet long and 150 feet in width. Secondary runway 10R/28L is 3,401 feet long and 60 feet wide, and secondary runway 5/23 is 3,400 feet long and 75 feet wide. All of the runways are asphaltic concrete (A.C.) paved. The airport elevation is 427 feet above Mean Sea Level (msl) ([www.sandiego.gov](http://www.sandiego.gov)).

Appurtenant structures include various taxiways, hangars, aircraft parking, control tower, a main terminal building and parking lot, and security fencing. Infield areas are mostly dirt, with V-ditches incised into the infields to channel storm runoff. Ground elevations at the airport property vary from 405 feet msl to 430 feet msl.

Our scope of services was limited to a subsurface geotechnical evaluation of the main parking lot east of the terminal building (Project Site 1), and a taxiway in the southwest portion of Montgomery Field adjacent to Spider's Hangar (Project Site 2). The approximate limits of Project Site 1 and Project Site 2 are shown on Figure 2 (Site Plan). We also performed percolation testing of soils south and southeast of the taxiway near Spider's Hangar.

The main parking lot (Project Site 1) varies from approximately 300 feet to 430 feet in length and 105 feet to 150 feet in width. The parking lot is A.C. paved. The existing pavement exhibits extensive cracking damage and localized subsidence, with some small areas of prior patching also present in the paving. The pavement section observed at two boring locations in the west and east

portions of the parking lot, respectively, consist of 5 inches A.C. with no base, and 7 inches A.C. with 2-inches of base. The age of the paving is unknown.

The existing taxiway paving in front of Spider's Hangar (Project Site 2) is also A.C. paved. The pavement exhibits extensive cracking damage and localized subsidence, and some small areas of prior patching. The pavement section observed at two boring locations in the southwest and northeast portions of the taxiway, respectively, consist of 1.5-inches A.C. and 2-inches A.C., with no base. The age of the paving is unknown.

**3.0 OBJECTIVE AND SCOPE OF INVESTIGATION**

The objectives of this investigation were to characterize the subsurface soil conditions beneath the area of the proposed improvements and, based on conditions encountered, to provide geotechnical recommendations for use in project design. We also performed percolation testing in areas of proposed new bioretention basins.

**3.1 Information Review**

This task involved a review of readily available information pertaining to the project site, including published geologic literature and maps, topographic maps, and geotechnical reports previously prepared by our firm and others for projects that are located in the immediate vicinity of the project site. A listing of the references that were reviewed as part of this study is presented in Section 7.0.

**3.2 Geotechnical Field Exploration**

The field exploration program performed for this project was performed on March 21 and 22, 2024. A total of four soil boring and two percolation tests were performed at the approximate locations shown on Figure 2. The borings were extended to depths ranging between 6 feet below the ground surface (bgs) and 9.5 feet bgs, using a truck-mounted drill rig equipped with hollow-stem auger. A more detailed description of the excavation and sampling activities, and logs of the soil borings are presented in Appendix A.

Percolation test areas P-1 and P-2 were located near proposed stormwater BMP facilities. At each area three percolation test holes were advanced to depths of approximately 3 feet bgs to 5 feet bgs, with individual percolation test holes spaced at least 10-feet apart to prevent intermingling of the water columns. Three-inch diameter sleeves surrounded with crushed rock gravel were installed in each of the percolation test holes, and the holes were pre-soaked by filling with water to within 16-inches to 20-inches of the adjacent ground surface. The infiltration testing was performed using Borehole Percolation Test Methods described in Appendix F - Storm Water Infiltration/Percolation BMPs of the City of San Diego Guidelines for Geotechnical Report (2018) and Appendix D - Approved Infiltration Rate Assessment Methods of the San Diego Region Model BMP Design Manual (2018). More detailed descriptions of the testing activities are presented in Appendix A.

Prior to commencement of the field exploration activities, representatives from AGE attended a site meet with Nasland Engineering, the City and Airport personnel to observe existing site conditions and to select suitable locations for the soil borings and percolation test holes. Subsequently, Underground Service Alert (USA) was contacted to coordinate clearance of the proposed borings and percolation test holes with respect to existing buried utilities. AGE also retained the services of Cable, Pipe & Leak Detection (CPL) to locate private utilities which were not covered by USA locators. The utility clearance effort reveals the presence of potable water pipelines; storm drains; and electric conduits.

**3.3 Geotechnical Laboratory Testing**

Selected soil samples obtained from the soil borings were tested in the laboratory to verify visual field classifications and to evaluate certain engineering characteristics. The geotechnical laboratory tests were performed in general conformance with the American Society for Testing and Materials (ASTM) or other generally accepted testing procedures, and included: in-place moisture content and unit dry weight; mechanical sieve analysis; compaction; direct shear; R-value; and CBR. A description of the tests that were performed and the final test results are presented in Appendix B.

In addition, representative samples of the soil materials encountered in the soil borings were delivered to Clarkson Analytical Laboratories, Inc. (Clarkson) of Chula Vista for chemical testing to determine soil pH, resistivity, and soluble sulfate, chloride and bicarbonates concentrations. A copy of Clarkson's laboratory test data reports is included in Appendix B.

**4.0 SUBSURFACE CONDITIONS****4.1 Geologic Setting**

The project study area is located in the central portion of the San Diego Embayment, a deep sedimentary-filled basin which is underlain at depth by a basement rock complex of Cretaceous age batholithic and metavolcanic and metasedimentary rocks of Jurassic age. The sedimentary formations consist of nearly flat-lying to gently southwest dipping, marine and non-marine sediments which range from Cretaceous to Holocene in age.

The project study area is situated on the Tierra Santa terrace, a relatively level wave-cut platform. The terrace is capped with middle to early Pleistocene age sedimentary deposits. Although not shown on the geologic map, a mudstone unit and man-made fills were also encountered in our test borings.

**4.2 Geologic Units**

Based on a review of the published geologic maps and their composition, the soil materials underlying the project site can be categorized into three distinct geologic units: artificial fill, mudstone unit, and very old paralic deposits, unit 8. A brief description of each unit (in order of increasing age) is presented below.

#### 4.2.1 Artificial Fill

Fill materials were encountered below paving in borings B-2 and B-3, extending to a maximum depth of 1.5 feet bgs. Fill was also encountered to a maximum depth of 12 inches bgs in percolation test holes P-1 and P-2. Fill materials encountered in the borings and test holes consist primarily of dark brown to red brown silty-clayey sand in a damp to wet condition. The fill appears to be locally-derived, and was likely placed during grading of the parking lot and taxiway. Documentation pertaining to the original placement of the fill is not available.

#### 4.2.2 Mudstone Unit

An unnamed and unmapped mudstone unit was encountered overlying the very old paralic deposits in all of the boring and percolation test holes. The mudstone unit extended to depths of 1-foot bgs to 4-feet bgs, and consists predominantly of brown to reddish brown clayey sand and sandy clay. The mudstone unit is generally massive, moist to wet, with a medium stiff to very stiff consistency.

The visual characteristics of the mudstone unit appear similar to those of another mudstone unit referred to as the “Normal Heights Mudstone” that was the subject of a study performed by L.D. Reed (1990). As its name implies, the “Normal Heights Mudstone” has been recognized and is mapped in the Normal Heights community in San Diego. It is described as a distinct stratigraphic unit which varies in thickness from less than 5 to more than 10 feet, and forms a cap on top of the San Diego Mesa on the south side of Mission Valley. The unit extends from the ground surface to

a sharp disconformable contact with the underlying very old paralic deposits. Similarities between the mudstone encountered in the borings and the “Normal Heights Mudstone” include their color, grain size distribution, thickness, and apparent low-energy depositional environment.

#### 4.2.3 Very Old Paralic Deposits Unit 8

Very old paralic deposits of middle to early Pleistocene age (Kennedy & Tan, 2008) form a cap on the mesa in the project study area. These deposits were formerly referred to as the Lindavista Formation (Kennedy & Peterson, 1975) of early Pleistocene age. Unit 8 of the formation generally consist of interfingered strandline, beach, estuarine and colluvial deposits composed of siltstone, sandstone and conglomerate with a distinct reddish-brown color due to ferruginous cement. Unit 8 rests on the Tierra Santa terrace. Very old paralic deposits can pose difficult excavation conditions even for heavy duty construction equipment, due to the combination of strong cementation and locally abundant gravels and cobbles.

Very old paralic deposits encountered in our soil borings generally consist of yellowish red to reddish yellow, dense to very dense silty sand with scattered to locally abundant sub-rounded gravels and cobbles. We met refusal on gravel/cobble in the very old paralic deposits at all of our boring locations, at depths that varied from 6-feet bgs to 9.5-feet bgs.

### 4.3 Groundwater

No groundwater was encountered at any of our soil boring or percolation test holes. The depth of the regional groundwater table on the mesa top is unknown but may be assumed to be in excess of 100 feet below the ground surface (bgs). However, localized shallow perched water conditions may occur on the mesa, particularly during the wet (rainy) season.

The database available at the Geotracker website ([www.Geotracker.com](http://www.Geotracker.com)) includes groundwater monitoring data at a City of San Diego Fire Department repair facility located at 3870 Kearny Villa Road. The facility is adjacent to the southwest corner of Montgomery Field, approximately 500 feet southwest of Spider's Hangar at an approximate elevation of 395 feet msl. Ninyo & Moore (2014) monitored a total of four wells at the facility in the fourth quarter of 2013 and first quarter of 2014, and reported the depths to groundwater as varying from 26.29 feet bgs to 27.62 feet bgs (elevations of 366.78 feet msl to 367.20 feet msl). The reported flow direction was to the northwest at a gradient of 0.007 ft/ft.

**5.0 DISCUSSIONS, CONCLUSIONS AND RECOMMENDATIONS**

A review of the City of San Diego Seismic Safety Study Geologic Hazards and Faults Map Grid 26 (2008) indicates that the project study area is classified as Zone 51 - Level mesas - underlain by terrace deposits and bedrock, nominal risk.

**5.1 Potential Geologic Hazards****5.1.1 Local and Regional Faulting**

No known (mapped) faults cross the project study area. The study area is not located within an Alquist-Priolo Earthquake Study Zone. For the purpose of this project we consider the Rose Canyon fault zone (RCFZ) to represent the most significant seismic hazard. The RCFZ is a complex set of anastomosing and en-echelon, predominantly strike slip faults that extend from off the coast near Carlsbad to offshore south of downtown San Diego (Treiman, 1993). Previous geologic investigations on the RCFZ in the Rose Creek area (Rockwell et. al., 1991) and in downtown San Diego (Patterson et. al., 1986) found evidence of multiple Holocene earthquakes. Based on these studies, several fault strands within the RCFZ have been classified as active faults, and are included in Alquist-Priolo Special Studies Zones. In San Diego Bay, this fault zone is believed to splay into multiple, subparallel strands; the most pronounced of which are the Silver Strand, Spanish Bight and Coronado Bank faults.

A study by Kleinfelder (2017) at the San Diego International Airport identified two zones of active faulting. One of these faults was named the East Bay fault and the second fault was determined to be a northward extension of the Spanish Bight fault. A study by Ninyo & Moore (2018) at Seaport Village found evidence of recent movement along a fault that was determined to be a northward extension of the active Coronado fault.

#### 5.1.2 Fault Ground Rupture & Ground Lurching

There are no known (mapped) active or potentially active faults crossing the project study area (Kennedy & Tan, 2008; City of San Diego, 2008). Therefore, the potential for fault ground rupture and ground lurching within the project study area is considered insignificant.

#### 5.1.3 Seismicity

It is our opinion that the major seismic hazards affecting the project area would be seismic-induced ground shaking. The project site will likely be subject to moderate to severe ground shaking in response to a local or more distant large magnitude earthquake occurring during the life of the planned parking facility. Based on proximity, the RCFZ would be considered as the dominant seismic source.

Historical seismicity of the San Diego area has been relatively low compared to other areas of southern California and northwestern Baja California in Mexico. Only a limited number of small earthquake events have been reported in the area during the period of instrumental record (since the early 1900s). Local earthquake epicenters that have been interpreted to be associated with the RCFZ include a series of small to moderate earthquakes in July of 1985. The largest event reported at that time was a Magnitude 4.2 and was generally centered within San Diego Bay. A similar series of earthquakes in coastal San Diego occurred in 1964. The RCFZ may be in the middle of an interseismic cycle; hence, its relative seismic quiescence.

In contrast the surrounding region of southern California and northwestern Baja California have had a higher rate and intensity of seismic activity. Many moderate-to-large earthquakes have occurred within the region during the last 50 to 100 years. Specifically, the San Jacinto and San Miguel-Vallecitos faults have been the sources of significant historic earthquakes. Other major active faults that have produced recurring earthquakes having magnitude greater than 4 are the Elsinore fault and the Coronado Bank fault. Other more distant, active faults that are considered potential sources of seismic activity include the offshore San Diego Trough and San Clemente fault zones and some of the faults in Imperial Valley which include the San Jacinto and San Andreas fault zones.

California, including San Diego County, is an area of high seismic risk. It is generally considered economically unfeasible to build a totally earthquake-resistant project. It is, therefore, possible that a large or nearby earthquake could cause damage at the site.

**5.1.4      Liquefaction Potential & Lateral Spread**

Seismically induced soil liquefaction is a phenomenon in which loose to medium dense, saturated granular materials undergo matrix rearrangement, develop high pore water pressure, and lose shear strength due to cyclic ground vibrations. Manifestations of soil liquefaction can include loss of bearing capacity below foundations, surface settlements and tilting in level ground, and instabilities in sloping ground. Soil liquefaction can also result in an increase in lateral and uplift pressures on buried structures.

The project study area is underlain with dense to very dense formational soils and deep groundwater conditions, and is considered to have a very low to negligible liquefaction potential.

**5.1.5      Landslides**

A review of the published geologic maps indicates that the project site is not located on or near any known (mapped) ancient landslides. Furthermore, the geologic units underlying the project area are not generally considered prone to landslide hazards. A review of the State of California Seismic Hazard Zones (2009) indicates that the project site is not located in an area that is susceptible to landslide hazards. Based on review of the aforementioned information and the relatively level topography of the project site, it is our opinion that the potential for landslides at the project site is considered very low.

**5.1.6**      Other Seismic-induced Hazards

The project study area is located outside the tsunami inundation zone (California Geological Survey, 2009). Therefore, there is a low potential of property damage from seismic-induced tsunamis.

The project site is located outside a mapped flood zone by FEMA. Therefore, the potential for flooding damage at the project site is considered low.

**5.2**      **Soil Corrosivity**

Soil is generally considered aggressive to concrete if its chloride concentration is greater than 300 parts per million (ppm) or sulfate concentration is greater than 1,000 ppm, or if the pH is 5.5 or less.

Analytical testing was performed on a representative sample of the onsite soil materials to determine pH, resistivity, soluble sulfate, chlorides and bicarbonates content. The tests were performed in accordance with California Test Method Nos. 643, 417 and 422. A summary of the test results is presented in Table 1 on the next page. Copies of the analytical laboratory test data reports are included in Appendix B.

**Table 1**  
**Summary of Corrosivity Test Results**

	pH	Resistivity (ohm-cm)	Sulfate Conc. (ppm)	Chloride Conc. (ppm)	Bicarbonates Conc. (ppm)
<b>B-1 Sample No. 2 @ 5'-7'</b>	5.8	4,400	<30	43	6
<b>B-3 Sample No. 2 @ 4'-5'</b>	6.9	2,600	<30	32	20
<b>B-4 Sample No. 2 @ 3'-4'</b>	8.0	400	170	64	190

The test results indicate that in general the project sites are underlain by soil materials which are not considered aggressive to concrete. Therefore, Type I and Type 2 Portland Cement Concrete may be used for proposed facilities at the project site. It should be noted here that the most effective way to prevent sulfate and chloride attack is to keep the sulfate ions from entering the concrete in the first place. This can be done by using mix designs that give a low permeability (mainly by keeping the water/cement ratio low) and, if practical, by placing moisture barriers between the concrete and the soil. Given the proximity to tidal water, concrete elements are subject to minimum concrete cover and cement type.

AGE does not practice in the field of corrosion engineering. In the event that corrosion sensitive facilities are planned, we recommend that a corrosion engineer be retained to perform the necessary corrosion protection evaluation and design.

**5.3 Expansive Soil**

Based on visual observations and soil classifications, the mudstone unit is considered to be moderately to highly expansive.

**5.4 Soil Infiltration Rate**

A summary of the infiltration test results is shown in Table 2 below.

**Table 2  
Summary of Infiltration Test Results**

Boring ID	Depth (inches)	Diameter (inches)	Initial Water Depth (inches)	Final Water Depth (inches)	Infiltration Rate (inch per hour)	Notes
P-1A	58	8	49	49	0	Test performed in very old paralic deposits.
P-1B	50	8	42	42	0	Test performed in very old paralic deposits..
P-1C	38	8	31	31	0	Test performed in very old paralic deposits..
P-2A	55	8	47.75	47.75	0	Test performed in very old paralic deposits..
P-2B	44	8	38.25	38.25	0	Test performed in very old paralic deposits..
P-2C	36	8	29.5	29.5	0	Test performed in very old paralic deposits..

Our findings indicate very low to negligible infiltration rates in the very old paralic deposits and mudstone unit. The deposits consist of very dense silty sands containing abundant gravel and cobble. The mudstone unit consists of clayey sand and sandy clay.

## **5.5 General Earthwork Recommendations**

### **5.5.1 General Requirements**

The earthwork operations for the project should be performed in accordance with the approved plans and specifications for the project, the applicable provisions of the City of San Diego Grading Ordinance, and Section 300 of the latest edition of Standard Specifications for Public Works Construction (SSPWC, known as the "Green Book").

### **5.5.2 Soil Excavation Characteristics**

Based on our experience with similar geologic units, we anticipate that difficult excavation conditions may be encountered within the highly cemented and/or highly conglomeratic zones of the very old paralic deposits, and may require the use of a rock breaker and/or jackhammer.

**5.5.3**      Fill Material

Fill material should be free of biodegradable material, hazardous substance contamination, other deleterious debris, and or rocks or hard lumps greater than 6 inches. If the fill material contains rocks or hard lumps, at least 70 percent (by weight) of its particles shall pass a U.S. Standard  $3/4$ -inch sieve. Fill material should consist of predominantly granular soil (less than 40 percent passing the U.S. Standard #200 sieve) with Expansion Index of less than 50, Sand Equivalent of at least 20 and shear angle of not less than 30°.

Soil materials generated from the mudstone unit are clayey, and are not considered suitable for use as fill material. Soil materials generated from the very old paralic deposits are likely to contain abundant gravel and cobbles, and may require selective screening of oversize materials if they are utilized as compacted fill. In lieu of screening, it may be more practical and economical for the Contractor to use select import fill materials.

**5.5.4**      Fill Placement and Compaction

Prior to placement of fill materials, the firm competent ground which is determined to be satisfactory for the support of filled ground shall be plowed or scarified to a depth of at least 6 inches until the surface is free from ruts, hummocks, or other uneven features which would tend to prevent uniform compaction by the equipment to be used.

The fill materials should then be moisture-conditioned, placed and uniformly compacted in layers until final elevations are reached. Each layer should be no thicker than will allow for adequate bonding and compaction, but shall not exceed 8 inches in loose (uncompacted) thickness. Unless otherwise specified, all fills shall be compacted to at least 90 percent of maximum dry density as determined in the laboratory by the ASTM D1557 test method. Field density testing shall be performed in accordance with either the Nuclear Gauge Method (ASTM D2922 and D3017).

### **5.6 Pavement Design Recommendations**

Based on the conditions observed in the soil borings, visual observations field and laboratory test results, pavement damages in the main parking lot (Project Site 1) are indicative of age-related degradation of the paving, long-term differential movement of sugrade soil materials and improper backfill of utility trenches. Based on our findings, the existing pavement sections over the Spider's Hangar taxiway (Project Site 2) is considered to be substandard for the given soil conditions.

A summary of the existing pavement sections encountered in the borings is shown below.

**Table 3**  
**Summary of Existing Pavement Sections**

<b>Boring ID</b>	<b>Locations</b>	<b>Pavement Sections</b>	<b>Subgrade</b>
B-1	Spider's Hangar taxiway (Project Site 2)	1.5" A.C. and no base	Sandy clay
B-2	Spider's Hangar taxiway (Project Site 2)	2" A.C. and no base	Silty-clayey sand and sandy clay
B-3	Main parking lot (Project Site 1)	5" A.C. and no base	Silty-clayey sand and clayey sand
B-4	Main parking lot (Project Site 1)	7" A.C. and 2" base	Clay

#### Terminal Main Parking Lot (Project Site 1)

The main parking lot varies from approximately 300 feet to 430 feet in length and 105 feet to 150 feet in width. The parking lot is A.C. paved. The existing pavement exhibits extensive cracking damage and localized subsidence, with some small areas of prior patching also present in the paving. The pavement section observed at two boring locations in the west and east portions of the parking lot, respectively, consist of 5-inches A.C. with no base, and 7-inches A.C. with 2-inches of base. The age of the paving is unknown. The underlying clayey soil possesses an R-value of less than 5. However, the undisturbed underlying clayey soil is considered stable in its current condition.

Based on the conditions observed in the borings, the existing A.C. pavement sections appear to have sound foundation. It is our opinion that A.C. grinding and inlay may be used to rehabilitate the existing pavement sections. Grinding should be performed to remove any fractures, ruts and flaws down to sound pavement. We recommend that the surface be properly cleaned after grinding. A.C. pavement should consist of Dense Graded Hot Mix Asphalt with Performance Grade (PG) 64-10 asphalt binder as specified in Caltrans Highway Manual Chapter 630 and Caltrans Standard Specifications. Asphalt overlay such as US 90P Nonwoven Geotextile paving fabric should be used to hold the asphalt cement tack coat. The fabric will also reduce reflective cracking, increase pavement flexibility and decrease water intrusion.

We have included an evaluation of three alternative pavement sections as part of this study. The first alternative is to grind the existing pavement sections and replaced with at least 2 inches of pavement overlay. The new pavement sections should have a minimum thickness of 7 inches. A service life of 15 years (Pavement Condition Index rating of 70 or higher) is estimated for the overlay pavement sections as described herein.

The second alternative is to perform full depth replacement of only the severely distressed pavement sections. The replacement pavement sections for the distressed area will be performed in accordance with the recommendations presented for the full depth replacement for the entire parking lot. A service life of 20 years and 10 years (Pavement Condition Index rating of 70 or higher) are estimated for the replacement and existing pavement sections, respectively. The last one is to perform full depth replacement of only the severely distressed pavement sections and placed 2 inch of overlay over the existing non-distressed pavement sections to a thickness of not less than 7 inches. A service life of 20 years and 12 years (Pavement Condition Index rating of 70 or higher) are estimated for the replacement and overlay pavement sections, respectively.

**Table 4**  
**Summary of Proposed Pavement Sections**

	Descriptions of Pavement Sections	Service Life (PCI of 70 or greater)
<b>Option 1</b>	Grind the existing pavement sections and replaced with at least 2 inches of pavement overlay. The new pavement sections should have a minimum thickness of 7 inches.	15 years.
<b>Option 2</b>	Replace only the distressed portion of the parking lot existing pavement sections with new 7-inch thick A.C. pavement sections over 12 inches of subgrade compacted to 95% relative density.	20 years for replaced pavement sections and 10 years for existing non-distressed pavement sections.
<b>Option 3</b>	Replace distressed portion of the parking lot existing pavement sections with new 7-inch thick A.C. pavement sections over 12 inches of subgrade compacted to 95% relative density. Place 1 inch of overlay over existing non-distressed existing pavement sections.	20 years for replaced pavement sections and 12 years for the overlay pavement sections.

The performance of asphalt concrete pavements is highly dependent upon providing positive surface drainage away from the edge of the pavement. Ponding of water on or adjacent to the pavement will likely result in pavement distress and subgrade failure. If irrigated areas are proposed, the perimeter curb should extend at least 12 inches below the bottom of the pavement sections and subdrains should be used to drain the areas to appropriate outlets. In addition, surface drainage within the irrigated area should be such that ponding will not occur.

It is important to provide adequate drainage to reduce ponding and possible future distress of the pavement sections. We recommend that adequate surface drainage be provided to reduce ponding and infiltration of water into the underlying subgrade materials. All paved areas should have a minimum gradient of 1 percent.

Spider's Hangar taxiway (Project Site 2)

Based on the CBR test results, a representative CBR value of 27 was selected for the design of the replacement pavement sections. The calculated pavement sections consist of 6 inches of P-401/P-403 HMA Surface and 6 inches of P-209 crushed aggregate layer.

To minimize differential settlement, we recommend that the upper 24 inches of the underlying subgrade be overexcavated and replaced with fill materials which meet the specifications presented in Section 5.5.3. The 6 inches of P-209 crushed aggregate layer and the replacement fill materials should be uniformly compacted to a minimum of 95 percent of maximum dry density as determined in the laboratory by the ASTM D1557 testing procedures. Fill placement and compaction should be performed in accordance with the recommendations presented in Section 5.5.4.

We recommend that adequate surface drainage be provided to reduce ponding and infiltration of water in the subgrade materials. All paved areas should have a minimum gradient of 1 percent. As much as possible, irrigated areas next to pavement should be avoided; otherwise subdrains should be used to drain the areas to appropriate outlets. It is important to provide adequate drainage to reduce ponding and possible future distress of the pavement sections.

**5.7 Summary & Conclusions**

Based on the results of our investigation, it is our opinion that there are no known significant geologic hazards within the project site that cannot be avoided or mitigated provided that the project is designed and constructed in accordance with the City of San Diego codes and regulations, and the recommendations provided herein.

It is our opinion that the proposed improvements will not add surcharges on existing improvements or structures within the project study area. Furthermore, the proposed improvements are not anticipated to increase geologic hazards within the project study area and/or affect the global stability of slopes.

**6.0 CONSTRUCTION RELATED CONSIDERATIONS****6.1 Construction Dewatering**

Based on our understanding of the proposed scope of work and the subsurface conditions encountered in the exploratory soil borings, we do not anticipate the need for dewatering during construction of the replacement pavement sections.

**6.2 Temporary Excavations**

Excavation and safety during construction are the sole responsibility of the contractor. Excavations should be performed in accordance with applicable Local, State, and prevailing Federal and Cal OSHA safety regulations to prevent excessive ground movement and failure.

The contractor should exercise caution and provide adequate safety measures during excavations to protect equipment and/or personnel working directly below any excavation. Adequate safety measures include, but are not limited to, providing proper drainage control above and below the excavation, and elimination of any surcharge within a lateral distance equal to the height of the excavations.

### 6.3 Temporary Shoring

Design and construction of temporary shoring should be the sole responsibility of the contractor. Settlement of existing street improvements and/or utilities adjacent to the shoring may occur in proportion to both the distance between shoring system and adjacent structures or utilities and the amount of horizontal deflection of the shoring system. Vertical settlement will be maximum directly adjacent to the shoring system, and decreases as the distance from the shoring increases. At a distance equal to the height of the shoring, settlement is expected to be negligible. Maximum vertical settlement is estimated to be on the order of 75 percent of the horizontal deflection of the shoring system. It is recommended that shoring be designed to limit the maximum horizontal deflection to 1/2-inch or less where existing structures or utilities are to be protected.

Temporary shoring should be designed to resist the pressure exerted by the retained soils and any additional lateral forces due to loads placed near the top of the excavation. For design of braced shorings supporting fill materials, mudstone and very old paralic deposits, the recommended lateral earth pressure should be  $20H$  psf, where  $H$  is equal to the height of the retained earth in feet. Any surcharge loads would impose uniform lateral pressure of  $0.3q$  psf, where " $q$ " equals the uniform surcharge pressure. The surcharge pressure should be applied starting at a depth equal to the distance of the surcharge load from the top of the excavation. In the event that the bottom of the excavation is located below the groundwater level, hydrostatic pressure should be added to the lateral loads.

The recommended lateral earth pressures have been prepared based on the assumptions that the shored earth is level at the surface and that the shoring system is temporary in nature.

**6.4 Environmental Considerations**

The scope of AGE's investigation did not include the performance of a Phase I Environmental Site Assessment (Phase I ESA) to evaluate the possible presence of soil and/or groundwater contamination beneath the project site. During our subsurface investigation soil samples were field screened for the presence of volatile organics using a RAE Systems MiniRAE 3000 organic vapor meter (OVM). The field screening did not reveal elevated levels of volatile organics in the samples.

In the event that hazardous or toxic materials are encountered during the construction phase, the contractor should immediately notify the City and be prepared to handle and dispose of such materials in accordance with current industry practices and applicable Local, State and Federal regulations.

**7.0 REFERENCES**

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City of San Diego Seismic Safety Study, Geologic Hazards and Faults, Sheet No. 26, 2008 edition.

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- Treiman, J.A., 1993, "The Rose Canyon Fault Zone, Southern California", California Division of Mines and Geology Open File Report No. 93-02.

Standard Specifications for Public Works Construction ("Green Book"), including the Regional Standards, 2022 Edition.

### Aerial Photographs

U.S. Department of Agriculture black and white aerial photograph Nos. AXN-3M-189 and 190 (dated 1953).

**8.0 GENERAL CONDITIONS****8.1 Post-Investigation Services**

Post-investigation geotechnical services are an important continuation of this investigation, and we recommend that AGE be retained to perform the necessary geotechnical observation and testing services during construction. The purpose of the geotechnical observation and testing is to correlate findings of this investigation with the actual subsurface conditions encountered during construction and to provide supplemental recommendations, if necessary. The geotechnical services are also intended to confirm that the placement and compaction of structural fill materials are performed in conformance with the project specifications.

**8.2 Uncertainties and Limitations**

The information presented in this report is intended for the sole use of Nasland Engineering, the City of San Diego and its design consultants for project design purposes only and may not provide sufficient data to prepare an accurate bid. The contractor should be required to perform an independent evaluation of the subsurface conditions at the project site prior to submitting his/her bid.

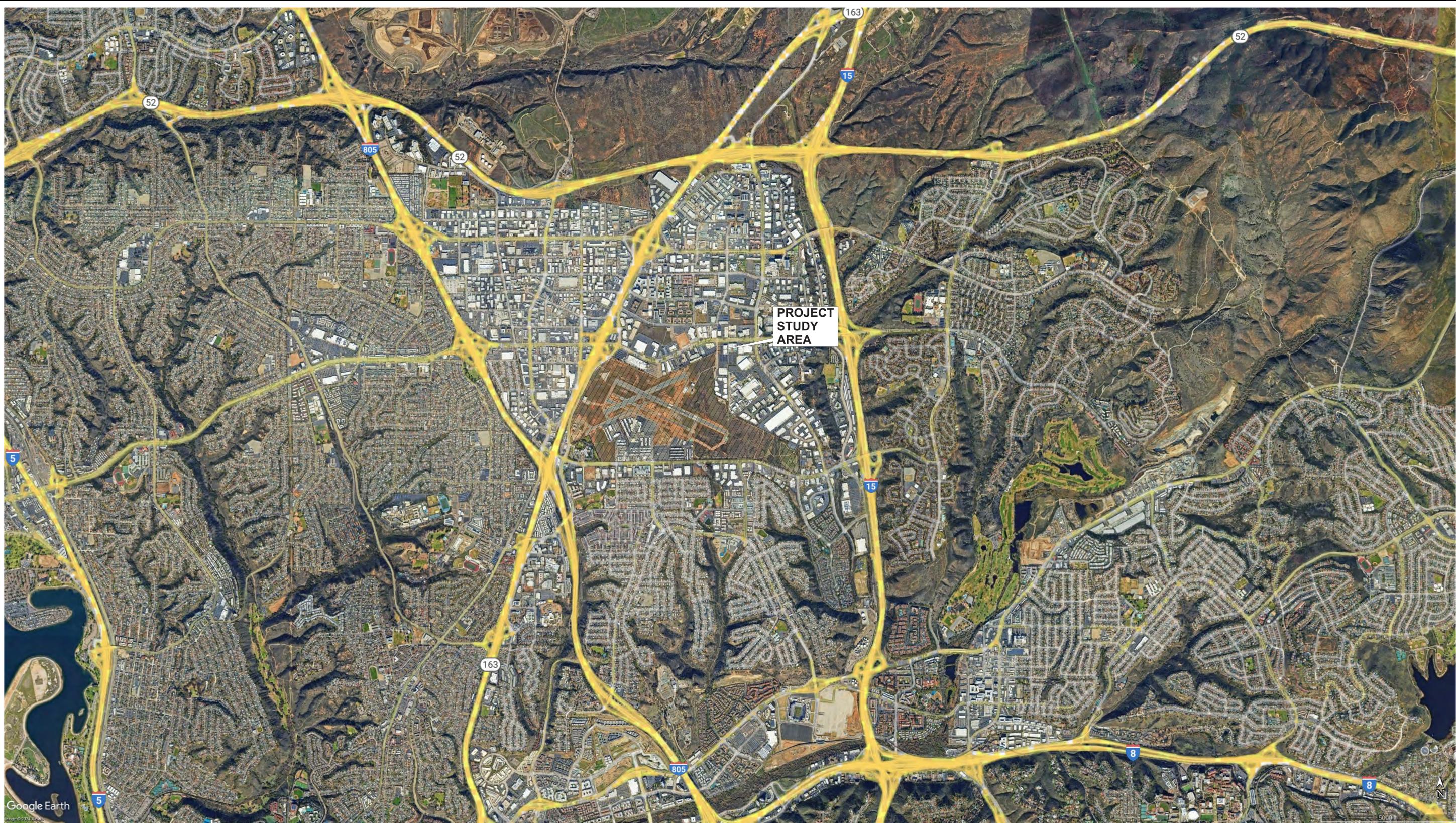
Our firm has observed and investigated the subsurface conditions at specific locations on the project site. The findings and recommendations presented in this report are based on the assumption that the subsurface conditions beneath the entire project site do not deviate substantially from those encountered at the exploratory boring and pavement core locations.

California, including San Diego County, is in an area of high seismic risk. It is generally considered economically unfeasible to build a totally earthquake-resistant project and it is, therefore, possible that a nearby large magnitude earthquake could cause damage at the project site.

Geotechnical engineering and geologic sciences are characterized by uncertainty. Professional judgments and opinions presented in this report are based partly on our evaluation and analysis of the technical data gathered during our present study, partly on our understanding of the scope of the proposed project, and partly on our general experience in geotechnical engineering.

In the performance of our professional services, AGE has complied with that level of care and skill ordinarily exercised by other members of the geotechnical engineering profession currently practicing under similar circumstances in southern California. Our services consist of professional consultation only, and no warranty of any kind whatsoever, expressed or implied, is made or intended in connection with the work performed. Furthermore, AGE does not guarantee the performance of the project in any respect.

Our firm does not practice or consult in the field of safety engineering. The contractor will be responsible for the health and safety of his/her personnel and all subcontractors at the construction site. Furthermore, the contractor should notify the City of San Diego if he or she considers any of the recommendations presented in this report to be unsafe.



**MONTGOMERY-GIBBS EXECUTIVE AIRPORT PAVEMENT REPLACEMENT**

**LOCATION MAP**

**PROJECT NO.  
53E2**

**ALLIED GEOTECHNICAL ENGINEERS, INC.**

**FIGURE 1**



**LEGEND**

B-1 Approximate Boring Location

P-2 Approximate Infiltration Test Location

MONTGOMERY-GIBBS EXECUTIVE AIRPORT PAVEMENT REPLACEMENT

SITE PLAN

PROJECT NO.  
53E2

ALLIED GEOTECHNICAL ENGINEERS, INC.

FIGURE 2

**APPENDIX A**

**FIELD EXPLORATION PROGRAM**

## APPENDIX A

### FIELD EXPLORATION PROGRAM

The field exploration program for this project was performed on March 21 and 22, 2024. A total of four soil borings and two percolation tests were performed at the approximate locations shown on Figure 2. The boring and percolation tests were performed using a Diedrich D120 truck-mounted drill rig equipped with hollow-stem augers to a maximum depth of 9.5 feet below the existing ground surface (bgs).

Three percolation test holes were advanced at each percolation test area, to depths of approximately 3 feet bgs to 5 feet bgs. The individual percolation test holes were spaced at least 10-feet apart to prevent intermingling of the water columns. 3-inch diameter sleeves surrounded with crushed rock gravel were installed in each of the percolation test holes, and the holes were pre-soaked by filling with water to within 16-inches to 20-inches of the adjacent ground surface.

Prior to commencement of the field exploration activities, AGE attended a site reconnaissance meeting with personnel from Nasland Engineering, the City of San Diego, and Montgomery Field to observe existing conditions and to select suitable locations for the soil borings and percolation test areas. Subsequently, Underground Service Alert (USA) was contacted to coordinate clearance of the proposed boring locations with respect to existing buried utilities. AGE also retained the services of Cable, Pipe & Leak Detection (CPL) to locate private utilities which were not covered by USA locators.

The soils encountered in the soil borings and percolation test holes were visually classified and logged by an experienced engineering geologist from AGE. A Key to Logs is presented on Figures A-1 and A-2, and logs of the borings are presented on Figures A-3 through A-6. The logs depict the various soil types encountered and indicate the depths at which samples were obtained for laboratory testing and analysis.

During drilling, Standard Penetration Tests (SPT) were performed at selected depth intervals. The SPT tests involve the use of a specially manufactured "split spoon" sampler which is driven into the soils at the bottom of the borehole by dropping a 140-pound weight from a height of 30 inches. The number of blows required to penetrate each 6-inch increment was counted and recorded on the field logs, and have been used to evaluate the relative density and consistency of the materials. The blow counts were subsequently corrected for sample type, hammer model, groundwater and surcharge. The corrected blow counts are shown on the boring logs.

Relatively undisturbed samples were obtained by driving a 3-inch (OD) diameter standard California sampler with a special cutting tip and inside lining of thin brass rings into the soils at the bottom of the borehole. The sampler is driven a distance of 18 inches into the soils at the bottom of the borehole by dropping a 140-pound weight from a height of 30 inches. A 6-inch long section of the soil samples that were retained in the brass rings were extracted from the sampling tube and transported to our laboratory in close-fitting, waterproof containers. The samples were field screened for the presence of volatile organics using a RAE Systems MiniRAE 3000 organic vapor meter (OVM). The OVM readings are indicated on the boring logs. In addition, loose bulk samples were also collected.

Following completion of the drilling and sampling activities, the borings were backfilled with Portland cement grout to approximately 8 inches below the ground surface. The borings were then repaired using rapid set concrete to match the adjacent pavement surface.

The percolation testing was performed on March 22, 2024. Following the presoak the water depths were adjusted to between 6- inches and 8-inches above the bottom of the gravel buffer. Depth measurements to the water from a fixed reference point were taken at approximate 30-minute intervals to the nearest 1/16 inch using a tape measure. Testing was performed over a time period of at least 4 hours. The test results are shown on Table 2.

Upon completion of the percolation testing, the perforated drain pipes were removed from the boreholes. The test holes were backfilled with on-site soils and compacted.

# KEY TO LOG

DEPTH (FEET)	SAMPLES	BLOW COUNTS (BLOWS/FOOT)	OVM READING (PPM)	GRAPHIC LOG	SOIL DESCRIPTION	FIELD MOISTURE (% DRY WT.)	DRY DENSITY (PCF)	REMARKS	
1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19		28 33			<p>Sample identification number</p> <p>Approximate interval of bulk sample</p> <p>Approximate interval of Standard California Sampler (SCS).</p> <p>Number of blows required to advance sampler for the last 12-inch increment, or distance indicated.</p> <p>Approximate interval of Standard Penetration Test (SPT).</p>				
(KEY TO LOG OF BORING CONTINUED ON FIGURE A-2)					<b>PROJECT NO. 53E2</b>		<b>ALLIED GEOTECHNICAL ENGINEERS, INC.</b>		<b>FIGURE A-1</b>

## KEY TO LOG

DEPTH (FEET)	SAMPLES	BLOW COUNTS (BLOWS/FOOT)	OVM READING (PPM)	GRAPHIC LOG	SOIL DESCRIPTION	FIELD MOISTURE (% DRY WT.)	DRY DENSITY (PCF)	REMARKS
1					<p><b>Symbol Description</b></p> <p><u><b>Strata symbols</b></u></p> <div style="display: flex; align-items: center; margin-bottom: 10px;"> <p><b>Low-high plasticity clays</b></p> </div> <div style="display: flex; align-items: center; margin-bottom: 10px;"> <p><b>Silty sand</b></p> </div> <div style="display: flex; align-items: center; margin-bottom: 10px;"> <p><b>Silty gravel and sand</b></p> </div> <div style="display: flex; align-items: center;"> <p><b>Clayey sand</b></p> </div> <p><b>Notes:</b></p> <ol style="list-style-type: none"> <li>1. Boring location was measured from existing features and elevations were extrapolated from Google Earth 2024.</li> <li>2. The logs are subject to the limitations, conclusions, and recommendations presented in the report.</li> </ol>			
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<b>PROJECT NO. 233 GS-23</b>					<b>ALLIED GEOTECHNICAL ENGINEERS, INC.</b>			<b>FIGURE A-2</b>

BORING NO. B-1								
DATE OF DRILLING: 03/21/2024				TOTAL BORING DEPTH: 7 FEET				
GENERAL LOCATION: WEST SIDE OF TAXIWAY SOUTH OF SPIDER'S HANGAR								
APPROXIMATE SURFACE ELEV.: +407 FEET MSL				DRILLING CONTRACTOR: TRI-COUNTY DRILLING, INC.				
DRILLING METHOD: 8-INCH HOLLOW STEM AUGER				LOGGED BY: NEB				
DEPTH (FEET)	SAMPLES	BLOW COUNTS BLOWS/FOOT	OVM READING (PPM)	GRAPHIC LOG	SOIL DESCRIPTION	FIELD MOISTURE % DRY WT.	DRY DENSITY LBS./CU. FT.	REMARKS
1					<b>PAVEMENT SECTION</b>			
2	1				1.5" A.C., no base.			
3					<b>MUDSTONE UNIT</b>			
4					Brown to reddish brown, wet, stiff to very stiff, Sandy Clay (CL/CH).			
5	2	100+	0.1		<b>VERY OLD PARALIC DEPOSITS, UNIT 8 (Qvop8)</b>	8.5	114.4	
6	3				Red to yellowish red, damp, dense to very dense, fine- to medium-grained, Silty Sandstone (SM), with scattered to abundant sub-rounded gravel to 2" in maximum dimension. Sandstone is weakly cemented and friable.			
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8								
9					<b>NOTES</b>			
10					Refusal on abundant gravel/cobble at a depth of 7 feet.			
11					No groundwater or seepage was encountered during the drilling operations.			
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PROJECT NO. 53E2		ALLIED GEOTECHNICAL ENGINEERS, INC.				FIGURE A-3		

**BORING NO. B-2**

DATE OF DRILLING: 03/21/2024

TOTAL BORING DEPTH: 7 FEET

GENERAL LOCATION: EAST SIDE OF TAXIWAY, NORTH OF SPIDER'S HANGAR

APPROXIMATE SURFACE ELEV.: +409 FEET MSL

DRILLING CONTRACTOR: TRI-COUNTY DRILLING, INC.

DRILLING METHOD: 8-INCH HOLLOW STEM AUGER

LOGGED BY: NEB

DEPTH (FEET)	SAMPLES	BLOW COUNTS BLOWS/FOOT	OVN READING (PPM)	GRAPHIC LOG	SOIL DESCRIPTION	FIELD MOISTURE % DRY WT.	DRY DENSITY LBS./CU. FT.	REMARKS
1					<b>PAVEMENT SECTION</b>			
2	1				2" A.C., no base.			
3					<b>FILL(Qaf)</b>			
4					Dark brown, wet, Silty-Clayey Sand (SC-SM).			
5	2	100+	0.0		<b>MUDSTONE UNIT</b>			
6	3				Reddish brown, wet, stiff to very stiff, Sandy Clay (CL/CH)	8.8		
7					<b>VERY OLD PARALIC DEPOSITS, UNIT 8 (Qvop8)</b>			
8					Reddish yellow, damp, dense to very dense, fine- to medium-grained, Silty Sandstone (SM), with scattered to abundant sub-rounded gravel up to 2" in maximum dimension. Sandstone is weakly cemented and friable.			
9					<b>NOTES</b>			
10					Refusal on abundant gravel/cobble at a depth of 7 feet.			
11					No groundwater or seepage was encountered during the drilling operations.			
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<b>PROJECT NO. 53E2</b>					<b>ALLIED GEOTECHNICAL ENGINEERS, INC.</b>			<b>FIGURE A-4</b>

BORING NO. B-3								
DATE OF DRILLING: 03/21/2024				TOTAL BORING DEPTH: 6 FEET				
GENERAL LOCATION: WEST-CENTER OF MAIN PARKING LOT								
APPROXIMATE SURFACE ELEV.: +415 FEET MSL				DRILLING CONTRACTOR: TRI-COUNTY DRILLING, INC.				
DRILLING METHOD: 8-INCH HOLLOW STEM AUGER				LOGGED BY: NEB				
DEPTH (FEET)	SAMPLES	BLOW COUNTS BLOWS/FOOT	OVN READING (PPM)	GRAPHIC LOG	SOIL DESCRIPTION	FIELD MOISTURE % DRY WT.	DRY DENSITY LBS./CU. FT.	REMARKS
1					<b>PAVEMENT SECTION</b>			
2	1				5" A.C., no base.			
3					<b>FILL (Qaf)</b>			
4	2		0.1		Reddish brown, damp to wet, fine- to medium-grained, Silty-Clayey Sand (SC-SM).			
5	3	100+	0.0		<b>MUDSTONE UNIT</b>	11.5		Sampler bouncing on rock.
6					Brown to reddish brown, wet, medium dense, Clayey Sand(SC).			
7					<b>VERY OLD PARALIC DEPOSITS, UNIT 8 (Qvop8)</b>			
8					Red to yellowish red, damp, dense to very dense, Silty Sandstone (SM). Soil is weakly cemented and friable.			
9					<b>NOTES</b>			
10					Refusal on abundant gravel/cobble at a depth of 6 feet.			
11					No groundwater or seepage was encountered during the drilling operations.			
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PROJECT NO. 53E2		ALLIED GEOTECHNICAL ENGINEERS, INC.				FIGURE A-5		

**BORING NO. B-4**

DATE OF DRILLING: 03/21/2024

TOTAL BORING DEPTH: 9.5 FEET

GENERAL LOCATION: EAST-CENTER OF MAIN PARKING LOT

APPROXIMATE SURFACE ELEV.: +416 FEET MSL

DRILLING CONTRACTOR: TRI-COUNTY DRILLING, INC.

DRILLING METHOD: 8-INCH HOLLOW STEM AUGER

LOGGED BY: NEB

DEPTH (FEET)	SAMPLES	BLOW COUNTS BLOWS/FOOT	QVM READING (PPM)	GRAPHIC LOG	SOIL DESCRIPTION	FIELD MOISTURE % DRY WT.	DRY DENSITY LBS./CU. FT.	REMARKS
1					<b>PAVEMENT SECTION</b>			
2	1				7" A.C., 2" miscellaneous base.			
3	2		0.1		<b>MUDSTONE UNIT</b> Brown, wet, medium to highly plastic Sandy Clay (CL/CH).			
4					<b>VERY OLD PARALIC DEPOSITS, UNIT 8 (Qvop8)</b>			
5	3	100+	0.0		Yellowish red, damp, dense to very dense, fine- to medium-grained Silty Sandstone (SM), with scattered sub-rounded gravel up to 2" in maximum dimension. Sandstone is weakly cemented and friable.	6.3	107.6	
6								
7								
8								
9	4	100+	0.0			5.7		
10	<b>NOTES</b>							
11	Refusal on abundant gravel/cobble at a depth of 9.5 feet.							
12	No groundwater or seepage was encountered during the drilling operations.							
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PROJECT NO. 53E2	ALLIED GEOTECHNICAL ENGINEERS, INC.	FIGURE A-6
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**APPENDIX B**

**LABORATORY TESTING**

## **APPENDIX B**

### **LABORATORY TESTING**

Selected soil samples were tested in the laboratory to verify visual field classifications and to evaluate certain engineering characteristics. The testing was performed in accordance with the American Society for Testing and Materials (ASTM) or other generally accepted test methods, and included the following:

- Determination of in-place moisture content (ASTM D2216). The final test results are presented on the boring logs;
- Determination of in-place dry density and moisture content (ASTM D2937) based on relatively undisturbed drive samples. The final test results are presented on the boring logs;
- Maximum density and optimum moisture content (ASTM D1557). The final test results are presented on Figures B-1 and B-2;
- Sieve analyses (ASTM D422). The test results are plotted as gradation curves on Figures B-3 and B-4;
- Direct shear test (ASTM D3080). The test results are presented on Figures B-5 and B-6;
- R-value (CT 301). The test results are presented in Table B-1; and
- California Bearing Ratio (ASTM D1883). The final test results are presented on Figures B-7 and B-8.

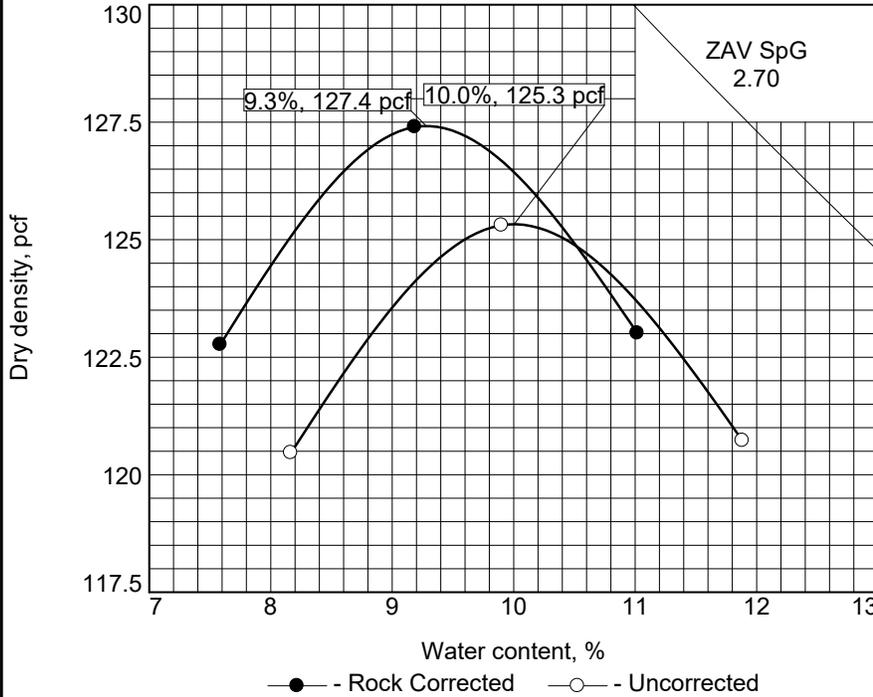
**TABLE B-1**  
**Summary of R-Value Test RESULTS**

<b>Sample ID</b>	<b>R-Value</b>
<b>B-3 #1 @ 1'-3'</b>	<b>5&lt;</b>
<b>B-4 #1 @ 1'-3'</b>	<b>5&lt;</b>

In addition, representative samples of the onsite soil materials were delivered to Clarkson Laboratory and Supply, Inc. for analytical (chemical) testing to determine soil pH and resistivity, soluble sulfate and chloride concentrations, and bicarbonate content. Copies of Clarkson's laboratory test data reports are included herein.

# COMPACTION TEST REPORT

**Curve No.**



**Test Specification:**

ASTM D 1557-91 Procedure B Modified  
 ASTM D4718-15 Oversize Corr. Applied to Each Test Point

**Preparation Method** Moist  
**Hammer Wt.** 10 lb.  
**Hammer Drop** 18 in.  
**Number of Layers** five  
**Blows per Layer** 25  
**Mold Size** 0.03333 cu. ft.

**Test Performed on Material**

**Passing** 3/8 in. **Sieve**  
**NM** \_\_\_\_\_ **LL** \_\_\_\_\_ **PI** \_\_\_\_\_  
**Sp.G. (ASTM D 854)** 2.70  
**%>3/8 in.** 7.6 **%<No.200** 30.0

**USCS** SM **AASHTO** \_\_\_\_\_  
**Date Sampled** 03/21/2024  
**Date Tested** \_\_\_\_\_  
**Tested By** NEB

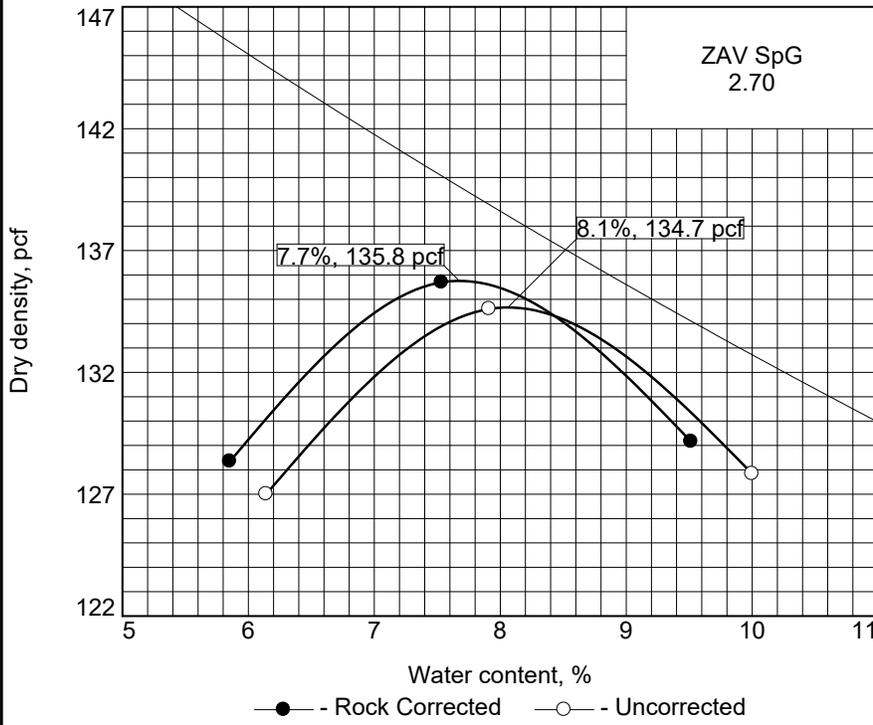
**TESTING DATA**

	1	2	3	4	5	6
<b>WM + WS</b>	5996.0	6108.0	6068.0			
<b>WM</b>	4026.0	4026.0	4026.0			
<b>WW + T #1</b>	468.0	461.6	435.0			
<b>WD + T #1</b>	438.1	426.5	396.2			
<b>TARE #1</b>	72.0	72.0	69.7			
<b>WW + T #2</b>						
<b>WD + T #2</b>						
<b>TARE #2</b>						
<b>MOISTURE</b>	7.6	9.2	11.0			
<b>DRY DENSITY</b>	122.8	127.4	123.0			

ROCK CORRECTED TEST RESULTS	UNCORRECTED	Material Description
Maximum dry density = 127.4 pcf	125.3 pcf	Red to yellowish red, Silty Sandstone.
Optimum moisture = 9.3 %	10.0 %	
<b>Project No.</b> 53E2 <b>Client:</b> NASLAND ENGINEERING <b>Project:</b> MONTGOMERY-GIBBS EXECUTIVE AIRPORT PAVEMENT REPLACEMENT ○ <b>Source of Sample:</b> B-1 <b>Depth:</b> 1 <b>Sample Number:</b> 1		<b>Remarks:</b>  <b>Checked by:</b> SS <b>Title:</b> Principal
<b>Allied Geotechnical Engineers, Inc.</b>  <b>Santee, CA</b>		

# COMPACTION TEST REPORT

**Curve No.**



**Test Specification:**

ASTM D 1557-91 Procedure B Modified  
ASTM D4718-15 Oversize Corr. Applied to Each Test Point

**Preparation Method**

Hammer Wt. 10 lb.  
Hammer Drop 18 in.  
Number of Layers five  
Blows per Layer 25  
Mold Size 0.03333 cu. ft.

**Test Performed on Material**

Passing 3/8 in. Sieve

NM \_\_\_\_\_ LL \_\_\_\_\_ PI \_\_\_\_\_

Sp.G. (ASTM D 854) 2.70

%>3/8 in. 5.1 %<No.200 34.0

USCS SC AASHTO \_\_\_\_\_

Date Sampled 3/21/2024

Date Tested \_\_\_\_\_

Tested By NEB

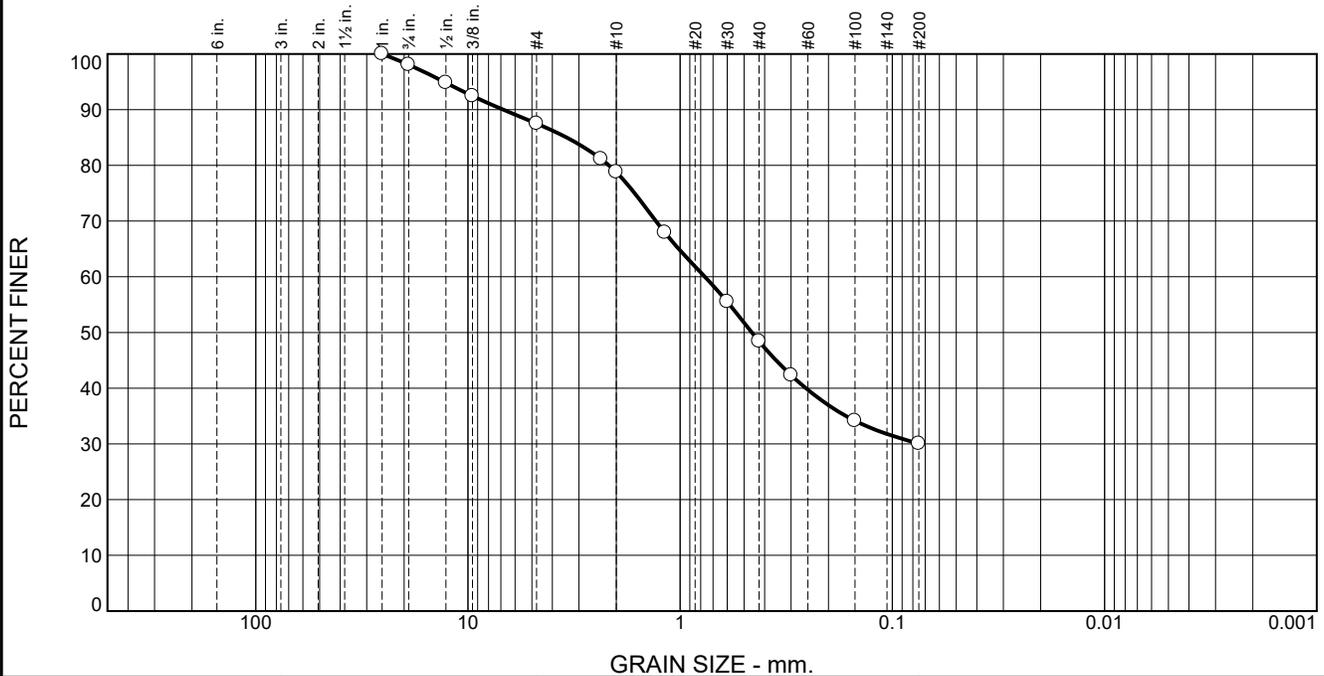
**TESTING DATA**

	1	2	3	4	5	6
<b>WM + WS</b>	6064.0	6222.0	6152.0			
<b>WM</b>	4026.0	4026.0	4026.0			
<b>WW + T #1</b>	469.5	497.5	505.6			
<b>WD + T #1</b>	446.5	466.3	465.8			
<b>TARE #1</b>	72.0	72.0	67.8			
<b>WW + T #2</b>						
<b>WD + T #2</b>						
<b>TARE #2</b>						
<b>MOISTURE</b>	5.9	7.5	9.5			
<b>DRY DENSITY</b>	128.3	135.7	129.2			

ROCK CORRECTED TEST RESULTS	UNCORRECTED	Material Description
Maximum dry density = 135.8 pcf	134.7 pcf	Brown to reddish brown, Clayey Sand
Optimum moisture = 7.7 %	8.1 %	
<b>Project No.</b> 53E2 <b>Client:</b> NASLAND ENGINEERING <b>Project:</b> MONTGOMERY-GIBBS EXECUTIVE AIRPORT PAVEMENT REPLACEMENT ○ <b>Source of Sample:</b> B-3 <b>Depth:</b> 1 <b>Sample Number:</b> 1		Remarks:  Checked by: SS Title: Principal
<b>Allied Geotechnical Engineers, Inc.</b>  Santee, CA		

Figure B-2

# Particle Size Distribution Report



% +3"	% Gravel		% Sand			% Fines	
	Coarse	Fine	Coarse	Medium	Fine	Silt	Clay
0.0	1.9	10.6	8.7	30.4	18.4	30.0	

Test Results (ASTM D 422 & ASTM D 1140)			
Opening Size	Percent Finer	Spec.* (Percent)	Pass? (X=Fail)
1	100.0		
.75	98.1		
0.5	94.8		
0.375	92.4		
#4	87.5		
#8	81.1		
#10	78.8		
#16	67.9		
#30	55.5		
#40	48.4		
#50	42.3		
#100	34.1		
#200	30.0		

**Material Description**

Red to yellowish red, Silty Sandstone.

**Atterberg Limits (ASTM D 4318)**

PL= \_\_\_\_\_ LL= \_\_\_\_\_ PI= \_\_\_\_\_

**Classification**

USCS (D 2487)= SM      AASHTO (M 145)= \_\_\_\_\_

**Coefficients**

D<sub>90</sub>= 6.8263      D<sub>85</sub>= 3.4290      D<sub>60</sub>= 0.7654  
D<sub>50</sub>= 0.4596      D<sub>30</sub>= \_\_\_\_\_      D<sub>15</sub>= \_\_\_\_\_  
D<sub>10</sub>= \_\_\_\_\_      C<sub>u</sub>= \_\_\_\_\_      C<sub>c</sub>= \_\_\_\_\_

Remarks

Date Received: 03/21/2024      Date Tested: 04/18/2024

Tested By: NEB \_\_\_\_\_

Checked By: SS \_\_\_\_\_

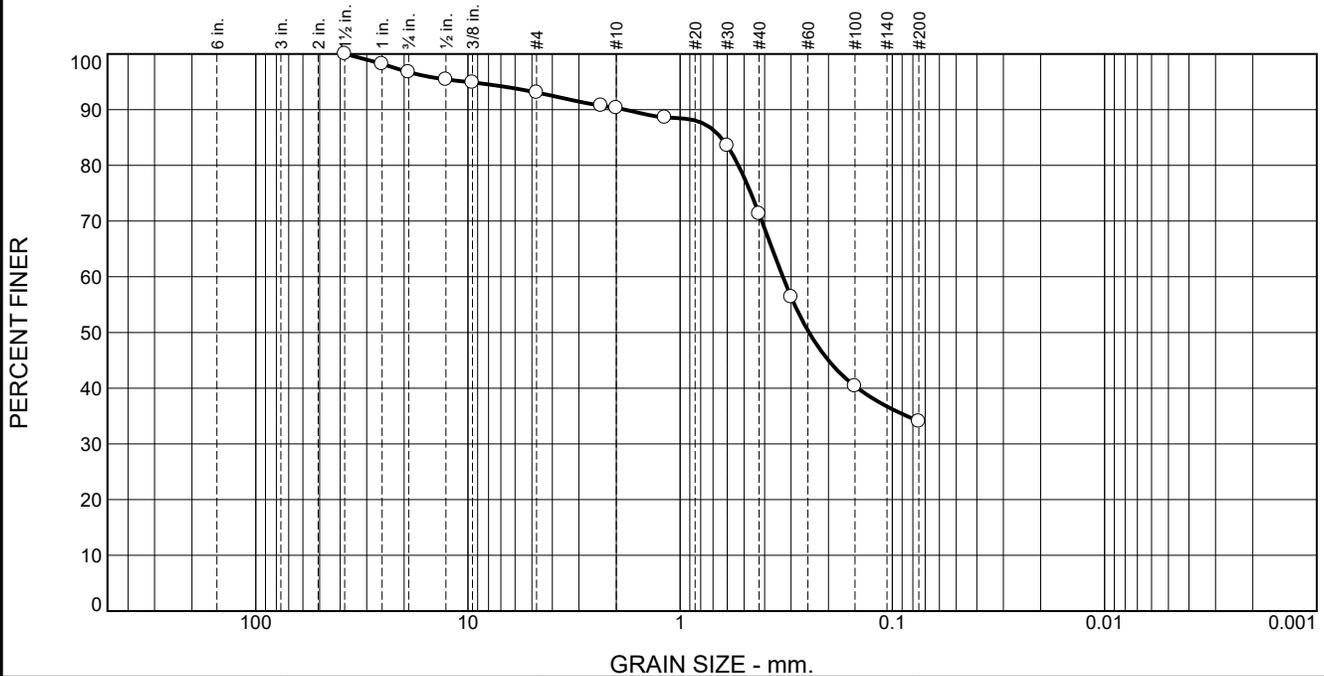
Title: Principal \_\_\_\_\_

\* (no specification provided)

Source of Sample: B-1      Depth: 1      Date Sampled: 03/21/2024  
Sample Number: 1

<b>Allied Geotechnical Engineers, Inc.</b>  <b>Santee, CA</b>	<b>Client:</b> NASLAND ENGINEERING <b>Project:</b> MONTGOMERY-GIBBS EXECUTIVE AIRPORT PAVEMENT REPLACEMENT <b>Project No:</b> 53E2 <b>Figure</b> B-3
---------------------------------------------------------------------	------------------------------------------------------------------------------------------------------------------------------------------------------------

# Particle Size Distribution Report



% +3"	% Gravel		% Sand			% Fines	
	Coarse	Fine	Coarse	Medium	Fine	Silt	Clay
0.0	3.3	3.6	2.8	19.0	37.3	34.0	

Test Results (ASTM D 422 & ASTM D 1140)			
Opening Size	Percent Finer	Spec.* (Percent)	Pass? (X=Fail)
1.5	100.0		
1	98.2		
.75	96.7		
0.5	95.4		
0.375	94.9		
#4	93.1		
#8	90.7		
#10	90.3		
#16	88.6		
#30	83.5		
#40	71.3		
#50	56.4		
#100	40.4		
#200	34.0		

**Material Description**

Brown to reddish brown, Clayey Sand

**Atterberg Limits (ASTM D 4318)**

PL= \_\_\_\_\_ LL= \_\_\_\_\_ PI= \_\_\_\_\_

**Classification**

USCS (D 2487)= SC      AASHTO (M 145)= \_\_\_\_\_

**Coefficients**

D<sub>90</sub>= 1.8257      D<sub>85</sub>= 0.6418      D<sub>60</sub>= 0.3283  
D<sub>50</sub>= 0.2469      D<sub>30</sub>= \_\_\_\_\_      D<sub>15</sub>= \_\_\_\_\_  
D<sub>10</sub>= \_\_\_\_\_      C<sub>u</sub>= \_\_\_\_\_      C<sub>c</sub>= \_\_\_\_\_

Remarks

Date Received: 03/21/2024      Date Tested: 04/18/2024

Tested By: NEB \_\_\_\_\_

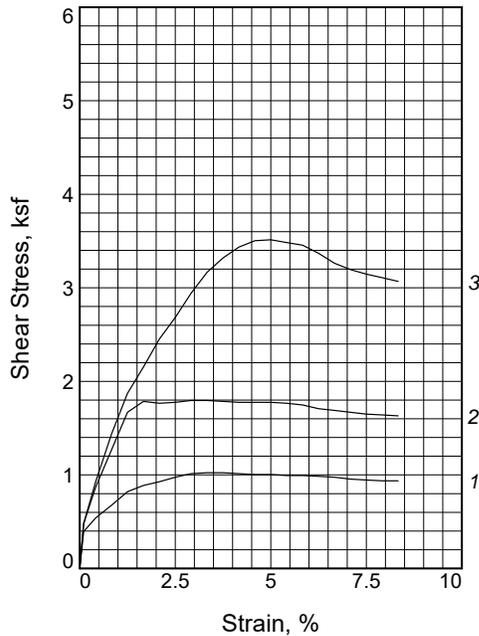
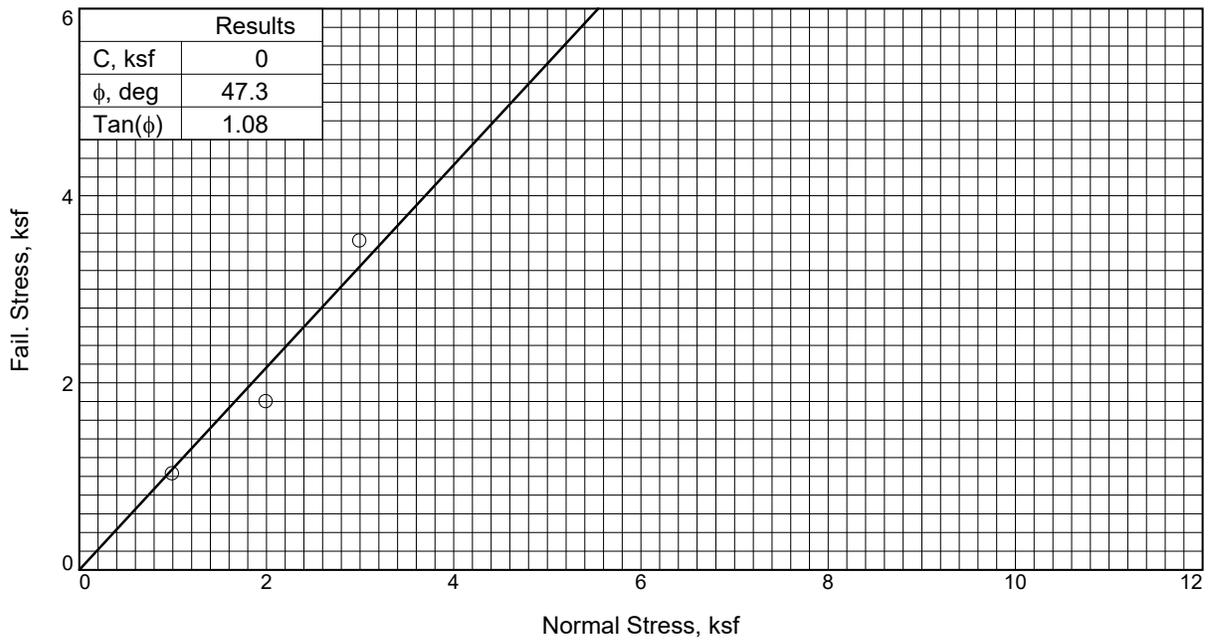
Checked By: SS \_\_\_\_\_

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

\* (no specification provided)

Source of Sample: B-3      Depth: 1      Date Sampled: 03/21/2024  
Sample Number: 1

<b>Allied Geotechnical Engineers, Inc.</b>  <b>Santee, CA</b>	<b>Client:</b> NASLAND ENGINEERING <b>Project:</b> MONTGOMERY-GIBBS EXECUTIVE AIRPORT PAVEMENT REPLACEMENT <b>Project No:</b> 53E2 <b>Figure</b> B-4
---------------------------------------------------------------------	------------------------------------------------------------------------------------------------------------------------------------------------------------



Sample No.	1	2	3	
Initial	Water Content, %	9.7	9.4	10.5
	Dry Density, pcf	104.3	104.0	115.6
	Saturation, %	42.4	40.9	61.9
	Void Ratio	0.6168	0.6207	0.4578
	Diameter, in.	2.40	2.40	2.40
	Height, in.	1.00	1.00	1.00
At Test	Water Content, %	21.0	20.3	16.7
	Dry Density, pcf	104.3	104.0	115.6
	Saturation, %	91.9	88.4	98.4
	Void Ratio	0.6168	0.6207	0.4578
	Diameter, in.	2.40	2.40	2.40
	Height, in.	1.00	1.00	1.00
Normal Stress, ksf	1.00	2.00	3.00	
Fail. Stress, ksf	1.02	1.80	3.51	
Strain, %	3.3	2.9	5.0	
Ult. Stress, ksf				
Strain, %				
Strain rate, in./min.	0.006	0.006	0.006	

**Sample Type:** In-situ ring  
**Description:** Red to yellowish red, Silty Sandstone

**Specific Gravity=** 2.70  
**Remarks:**

**Figure B-5**

**Client:** NASLAND ENGINEERING

**Project:** MONTGOMERY-GIBBS EXECUTIVE AIRPORT  
 PAVEMENT REPLACEMENT

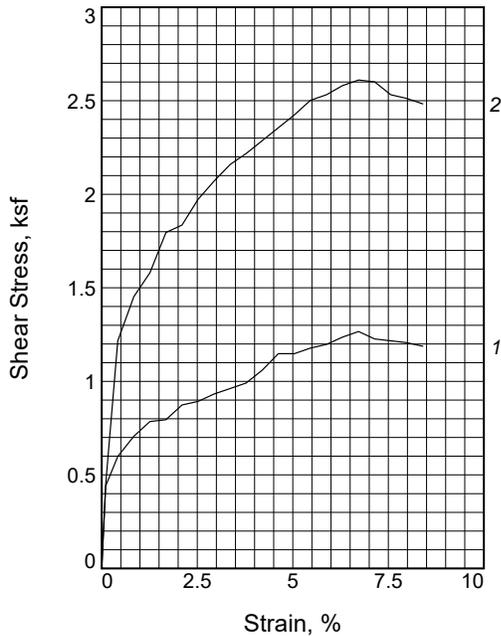
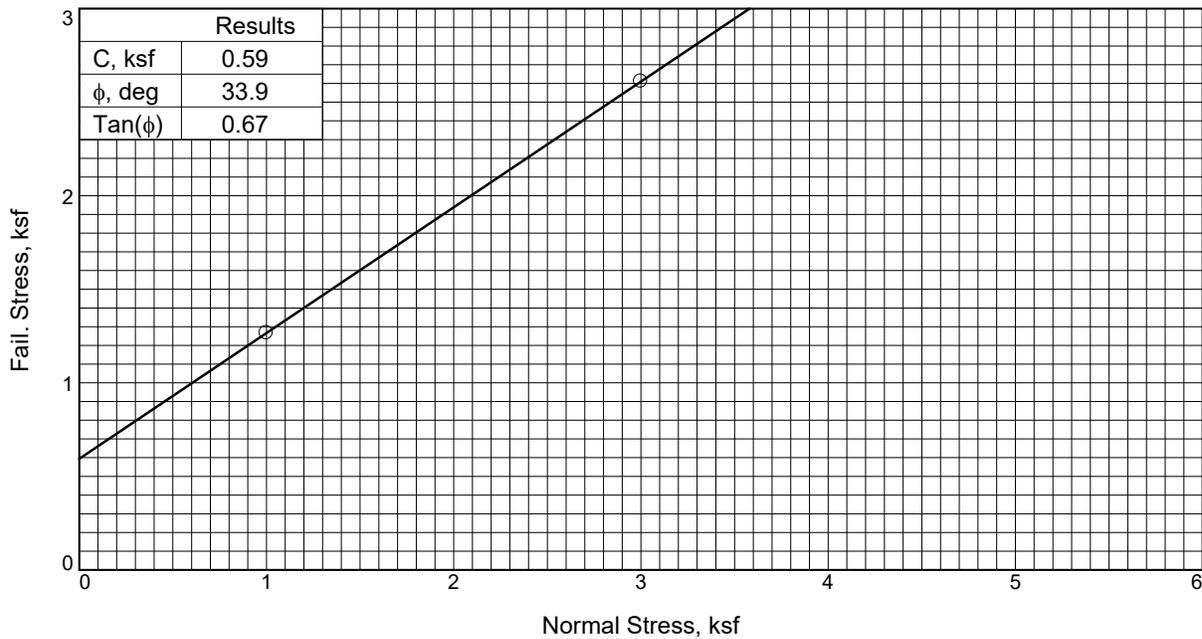
**Source of Sample:** B-1      **Depth:** 5

**Sample Number:** 3

**Proj. No.:** 53E2

**Date Sampled:** 03/21/2024

DIRECT SHEAR TEST REPORT  
 Allied Geotechnical Engineers, Inc.  
 Santee, CA



Sample No.	1	2	
Initial	Water Content, %	9.5	9.4
	Dry Density, pcf	99.5	99.2
	Saturation, %	36.8	36.3
	Void Ratio	0.6940	0.6998
	Diameter, in.	2.38	2.38
	Height, in.	1.00	1.00
At Test	Water Content, %	20.0	21.8
	Dry Density, pcf	99.5	99.2
	Saturation, %	77.7	84.0
	Void Ratio	0.6940	0.6998
	Diameter, in.	2.38	2.38
	Height, in.	1.00	1.00
Normal Stress, ksf	1.00	3.00	
Fail. Stress, ksf	1.27	2.61	
Strain, %	6.7	6.7	
Ult. Stress, ksf			
Strain, %			
Strain rate, in./min.	0.006	0.006	

**Sample Type:** In-situ ring  
**Description:** Yellowish red, fine- to medium-grained Silty Sandstone  
**Specific Gravity=** 2.70  
**Remarks:**

**Client:** NASLAND ENGINEERING  
**Project:** MONTGOMERY-GIBBS EXECUTIVE AIRPORT PAVEMENT REPLACEMENT  
**Source of Sample:** B-4      **Depth:** 5  
**Sample Number:** 3  
**Proj. No.:** 53E2      **Date Sampled:** 03/21/2024

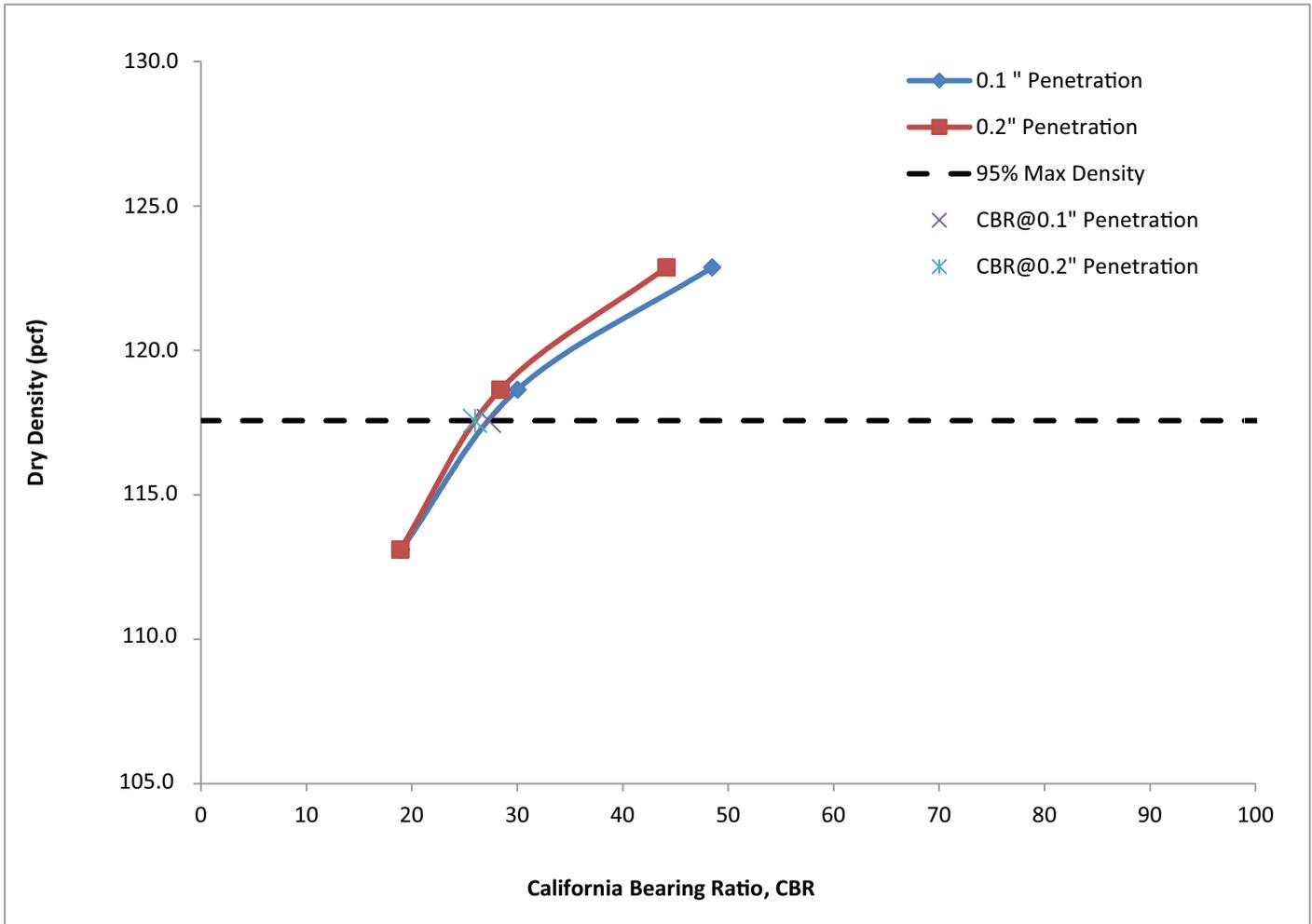
DIRECT SHEAR TEST REPORT  
 Allied Geotechnical Engineers, Inc.  
 Santee, CA

**Figure B-6**

**Tested By:** NEB      **Checked By:** SS

# California Bearing Ratio of Laboratory-Compacted Soils

ASTM D1883



Sample Location	Sample Number	CBR at 0.1" penetration	CBR at 0.2" penetration
<b>B1-1@1'-3'</b>	<b>84568</b>	<b>27</b>	<b>26</b>



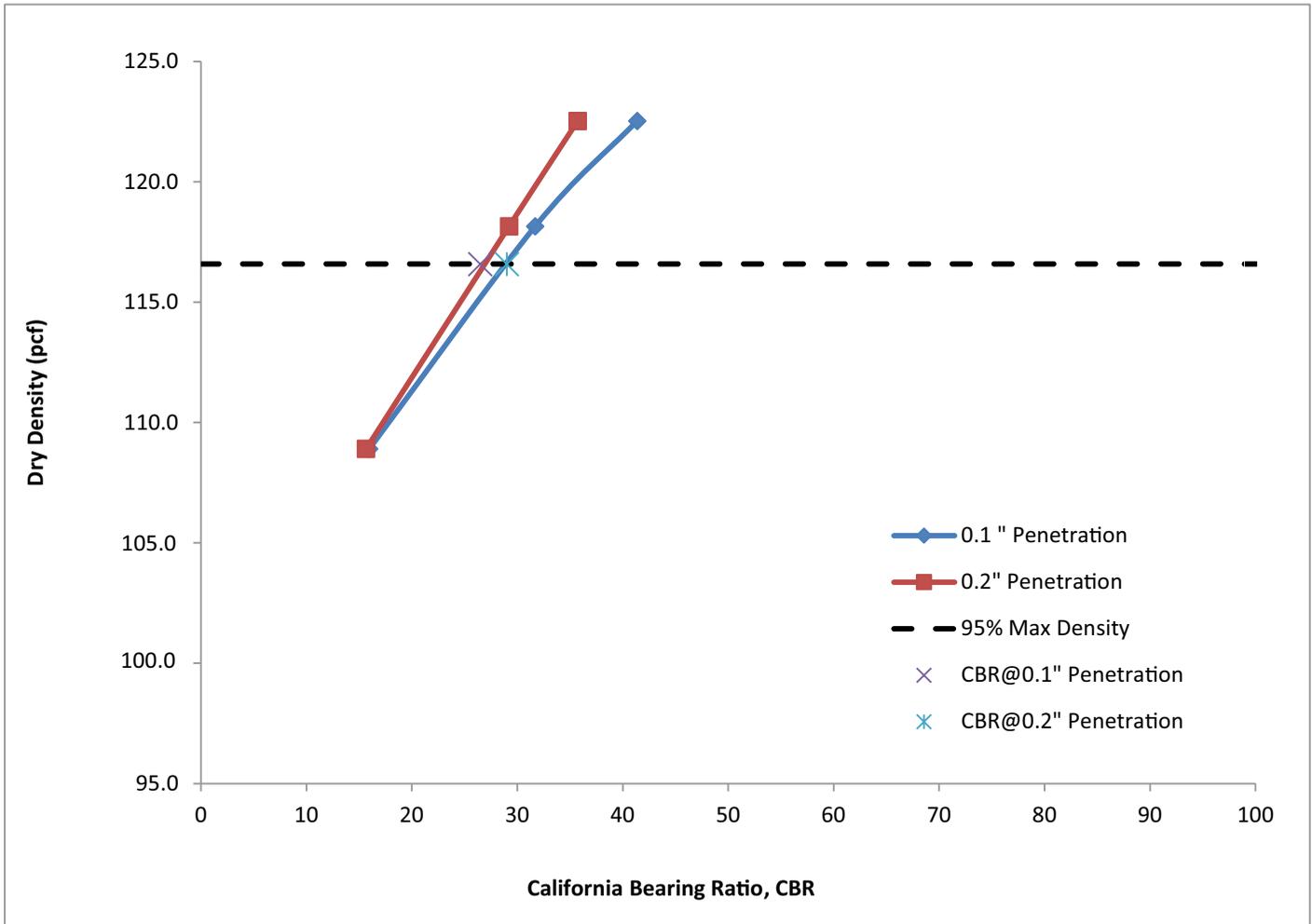
Allied Geotechnical Engineers, Inc.

Montgomery-Gibbs Executive Airport  
Spider's Hangar Taxiway

By: AH Date: May 17, 2024  
Job No. 53E2 Figure: B-17

# California Bearing Ratio of Laboratory-Compacted Soils

ASTM D1883



Sample Location	Sample Number	CBR at 0.1" penetration	CBR at 0.2" penetration
<b>B2-1@1'-3'</b>	<b>84569</b>	<b>27</b>	<b>29</b>



Allied Geotechnical Engineers, Inc.

Montgomery-Gibbs Executive Airport

By: AH Date: May 19, 2024  
 Job No. 53E2 Figure: B-8

LABORATORY REPORT

Telephone (619) 425-1993 Fax 425-7917 Established 1928

CLARKSON LABORATORY AND SUPPLY INC.  
350 Trousdale Dr. Chula Vista, Ca. 91910 www.clarksonlab.com  
ANALYTICAL AND CONSULTING CHEMISTS

Date: April 10, 2024  
Purchase Order Number: 53E2  
Sales Order Number: 63347  
Account Number: ALLG.R

To:  
\*-----\*

Allied Geotechnical Engineers  
9500 Cuyamaca Street, Suite 102  
Santee, CA 92071  
Attention: Sani Sutanto

Laboratory Number: S01154-1 Customers Phone: 619-449-5900

Sample Designation:  
\*-----\*

One soil sample received on 04/02/24 at 9:15am, taken from Montgomery-Gibbs Executive Airport Project 53E2 marked as B-1#2@5'-7'.

Analysis By California Test 643, 1999, Department of Transportation Division of Construction, Method for Estimating the Service Life of Steel Culverts.

pH 5.8

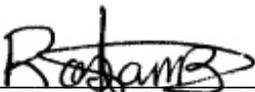
Water Added (ml)	Resistivity (ohm-cm)
10	4400
5	4300
5	4700
5	5000

- 21 years to perforation for a 16 gauge metal culvert.
- 27 years to perforation for a 14 gauge metal culvert.
- 38 years to perforation for a 12 gauge metal culvert.
- 48 years to perforation for a 10 gauge metal culvert.
- 59 years to perforation for a 8 gauge metal culvert.

Water Soluble Sulfate Calif. Test 417 <0.003% (<30ppm)

Water Soluble Chloride Calif. Test 422 0.004% (43ppm)

Bicarbonate (as CaCO<sub>3</sub>) 6 ppm  
(on a 1:3 water extraction)

  
\_\_\_\_\_  
Rosa Bernal  
RMB/js

LABORATORY REPORT

Telephone (619) 425-1993

Fax 425-7917

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Date: April 10, 2024  
Purchase Order Number: 53E2  
Sales Order Number: 63347  
Account Number: ALLG.R

To:  
\*-----\*

Allied Geotechnical Engineers  
9500 Cuyamaca Street, Suite 102  
Santee, CA 92071  
Attention: Sani Sutanto

Laboratory Number: S01154-2 Customers Phone: 619-449-5900

Sample Designation:  
\*-----\*  
One soil sample received on 04/02/24 at 9:15am, taken from Montgomery-Gibbs Executive Airport Project 53E2 marked as B-3#2@4'-5'.

Analysis By California Test 643, 1999, Department of Transportation Division of Construction, Method for Estimating the Service Life of Steel Culverts.

pH 6.9

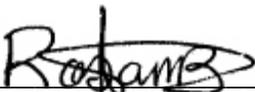
Water Added (ml)	Resistivity (ohm-cm)
10	4800
5	2700
5	2600
5	2700
5	2800

- 27 years to perforation for a 16 gauge metal culvert.
- 35 years to perforation for a 14 gauge metal culvert.
- 48 years to perforation for a 12 gauge metal culvert.
- 62 years to perforation for a 10 gauge metal culvert.
- 75 years to perforation for a 8 gauge metal culvert.

Water Soluble Sulfate Calif. Test 417 <0.003% (<30ppm)

Water Soluble Chloride Calif. Test 422 0.003% (32ppm)

Bicarbonate (as CaCO<sub>3</sub>) 20 ppm  
(on a 1:3 water extraction)

  
\_\_\_\_\_  
Rosa Bernal  
RMB/js

LABORATORY REPORT

Telephone (619) 425-1993

Fax 425-7917

Established 1928

CLARKSON LABORATORY AND SUPPLY INC.  
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ANALYTICAL AND CONSULTING CHEMISTS

Date: April 10, 2024  
Purchase Order Number: 53E2  
Sales Order Number: 63347  
Account Number: ALLG.R

To:  
\*-----\*

Allied Geotechnical Engineers  
9500 Cuyamaca Street, Suite 102  
Santee, CA 92071  
Attention: Sani Sutanto

Laboratory Number: S01154-3 Customers Phone: 619-449-5900

Sample Designation:  
\*-----\*

One soil sample received on 04/02/24 at 9:15am, taken from Montgomery-Gibbs Executive Airport Project 53E2 marked as B-4#2@3'-4'.

Analysis By California Test 643, 1999, Department of Transportation Division of Construction, Method for Estimating the Service Life of Steel Culverts.

pH 8.0

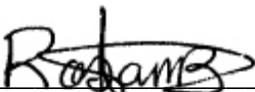
Water Added (ml)	Resistivity (ohm-cm)
10	3100
5	1100
5	420
5	400
5	400
5	420
5	470

- 21 years to perforation for a 16 gauge metal culvert.
- 27 years to perforation for a 14 gauge metal culvert.
- 38 years to perforation for a 12 gauge metal culvert.
- 48 years to perforation for a 10 gauge metal culvert.
- 59 years to perforation for a 8 gauge metal culvert.

Water Soluble Sulfate Calif. Test 417 0.017% (170ppm)

Water Soluble Chloride Calif. Test 422 0.006% (64ppm)

Bicarbonate (as CaCO<sub>3</sub>) 190 ppm  
(on a 1:3 water extraction)

  
Rosa Bernal  
RMB/js

## Bid Results

### Bidder Details

**Vendor Name** RAC Construction & Engineering, Inc.  
**Address** 5811 Barbarossa Court  
San Diego, California 92115  
United States  
**Respondee** Ruben Claudio  
**Respondee Title** President/Owner  
**Phone** 760-497-6668  
**Email** rclaudio@racconstruction.biz  
**Vendor Type** DBE, SDB, MBE, SLBE, MALE, PQUAL, LAT, CADIR  
**License #** 1073141  
**CADIR** 1000855111

### Bid Detail

**Bid Format** Electronic  
**Submitted** 11/20/2025 1:38 PM (PST)  
**Delivery Method**  
**Bid Responsive**  
**Bid Status** Submitted  
**Confirmation #** 458078

### Respondee Comment

### Buyer Comment

### Attachments

File Title	File Name	File Type
2 -Contractors Certification of Pending Actions.pdf	2 -Contractors Certification of Pending Actions.pdf	Contractor's Certification of Pending Actions
3 - Subcontractors for Alternates_complete RAC.pdf	3 - Subcontractors for Alternates_complete RAC.pdf	Subcontractors for Alternates
4 - Mandatory Disclosure of Business Interest.pdf	4 - Mandatory Disclosure of Business Interest.pdf	Mandatory Disclosure of Business Interests Form
5 - Debarment - PRIME.pdf	5 - Debarment - PRIME.pdf	Prime Contractor - Debarment and Suspension
5 - Debarment - SUB.pdf	5 - Debarment - SUB.pdf	Subcontractor - Debarment and Suspension
1- Bid Bond Form_notarized and signed RAC.pdf	1- Bid Bond Form_notarized and signed RAC.pdf	Bid Bond

## Subcontractors

Showing 2 Subcontractors

Name & Address	Desc	License Num	CADIR	Amount	Type
<b>Hazard Construction ENGR LLC</b> 10529 Vine Street Lakeside, California 92040	AC paving	1038899	1000057559	\$208,025.00	CAU, MALE, CADIR, Local
<b>Statewide Stripes Inc.</b> PO Box 600710 San Diego, California 92160	Striping, pavement markings	788286	1000001334	\$29,730.00	DBE, CADIR, Local

## Line Items

Discount Terms No Discount

Item #	Item Code	Type	Item Description	UOM	QTY	Unit Price	Line Total	Response	Comment
<b>Main Bid</b>							<b>\$556,240.00</b>		
1	524126		Bonds (Payment and Performance)	LS	1	\$15,000.00	\$15,000.00	Yes	
2	237310		Mobilization	LS	1	\$20,000.00	\$20,000.00	Yes	
3			Field Orders (EOC Type II)	AL	1	\$50,000.00	\$50,000.00	Yes	
4	541330		WPCP Development	LS	1	\$1,000.00	\$1,000.00	Yes	
5	237310		WPCP Implementation	LS	1	\$2,190.00	\$2,190.00	Yes	
6	238910		Demolition (Full & Complete)	LS	1	\$154,155.00	\$154,155.00	Yes	
7	237310		Concrete Flatwork (Full & Complete)	LS	1	\$30,285.00	\$30,285.00	Yes	
8	237310		AC Pavement & Overlay (Full & Complete)	LS	1	\$239,625.00	\$239,625.00	Yes	
9	237310		Striping, Signage, and Detectable Warning Tiles (DWT's) (Full & Complete)	LS	1	\$43,985.00	\$43,985.00	Yes	
<b>Additive Alternate A</b>							<b>\$80,295.00</b>		
10	238990		Install GlasPave (2 Moves)	SF	55500	\$0.69	\$38,295.00	Yes	
11	237310		Apply Crack Seal (3/8" through 3/4") (2 EA Moves)	LF	28000	\$1.50	\$42,000.00	Yes	

## Line Item Subtotals

Section Title	Line Total
<b>Main Bid</b>	<b>\$556,240.00</b>
<b>Additive Alternate A</b>	<b>\$80,295.00</b>
<b>Grand Total</b>	<b>\$636,535.00</b>

**SUBCONTRACTOR LISTING (OTHER THAN FIRST TIER)**

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 is to list below the name, address, license number, DIR registration number of any (known tiered subcontractor)** - who will perform work, labor, render services or specially fabricate and install a portion [type] of the work or improvement pursuant to the contract. **If none are known at this time, mark the table below with non-applicable (N/A).**

Prime Contractor Name: RAC Construction & Engineering, Inc.

NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONSTRUCTOR OR DESIGNER	DIR REGISTRATION NUMBER	SUBCONTRACTOR LICENSE NUMBER	TYPE OF WORK
Name: <u>None</u> Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____	N/A			
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____				
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____				
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____				

**\*\* USE ADDITIONAL FORMS AS NECESSARY \*\***