

City of San Diego

CONTRACTOR'S NAME: Blue Pacific Engineering & Construction
ADDRESS: 7330 Opportunity Road, Suite J, San Diego, CA 92111
TELEPHONE NO.: 858-956-1456 **FAX NO.:** 619-291-0482
CITY CONTACT: **Angelica Gil, Contract Specialist, Email:** AngelicaG@sandiego.gov
Phone No. (619) 533-3622
AVance / RWBustamante / mlw

BIDDING DOCUMENTS



FOR

DMP PHASE 1 & 2 CYCLE TRACK INTERIM IMPLEMENTATION

BID NO.:	<u>K-19-1764-DBB-3</u>
SAP NO. (WBS/IO/CC):	<u>B-17056</u>
CLIENT DEPARTMENT:	<u>2116</u>
COUNCIL DISTRICT:	<u>3</u>
PROJECT TYPE:	<u>ID</u>

THIS CONTRACT WILL BE SUBJECT TO THE FOLLOWING:

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

BID DUE DATE:

2:00 PM

AUGUST 28, 2018

CITY OF SAN DIEGO

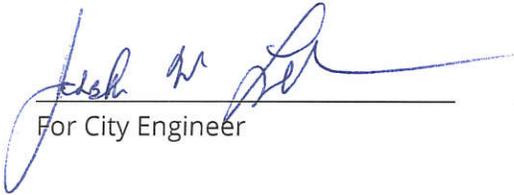
PUBLIC WORKS CONTRACTS

R-310562

**525 B STREET, SUITE 750, MS 908A
SAN DIEGO, CA 92101**

ENGINEER OF WORK

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



For City Engineer

7/19/2018

Date

Seal:



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NOTICE INVITING BIDS

1. **SUMMARY OF WORK:** This is the City of San Diego's (City) solicitation process to acquire Construction services for **DMP Phase 1 & 2 Cycle Track Interim Implementation**. For additional information refer to Attachment A.
2. **FULL AND OPEN COMPETITION:** This contract is open to full competition and may be bid on by Contractors who are on the City's current Prequalified Contractors' List. For information regarding the Contractors Prequalified list visit the City's web site: <http://www.sandiego.gov>.
3. **ESTIMATED CONSTRUCTION COST:** The City's estimated construction cost for this project is **\$1,570,000**.
4. **BID DUE DATE AND TIME ARE: AUGUST 28, 2018 AT 2:00 P.M.**
5. **PREVAILING WAGE RATES APPLY TO THIS CONTRACT:** Refer to Attachment D.
6. **LICENSE REQUIREMENT:** The City has determined that the following licensing classification(s) are required for this contract: **A or C-12 or C-32**
7. **SUBCONTRACTING PARTICIPATION PERCENTAGES:** Subcontracting participation percentages apply to this contract.
 - 7.1. The City has incorporated **mandatory** SLBE-ELBE subcontractor participation percentages to enhance competition and maximize subcontracting opportunities. For the purpose of achieving the mandatory subcontractor participation percentages, a recommended breakdown of the SLBE and ELBE subcontractor participation percentages based upon certified SLBE and ELBE firms has also been provided to achieve the mandatory subcontractor participation percentages:

1. SLBE participation	10.6%
2. ELBE participation	10.7%
3. Total mandatory participation	21.3%
 - 7.2. The Bid may be declared non-responsive if the Bidder fails to meet the following requirements:
 - 7.2.1. Include SLBE-ELBE certified subcontractors at the overall mandatory participation percentage identified in this document; **OR**
 - 7.2.2. Submit Good Faith Effort documentation, saved in searchable Portable Document Format (PDF) and stored on Compact Disc (CD) or Digital Video Disc (DVD), demonstrating the Bidder made a good faith effort to outreach to and include SLBE-ELBE Subcontractors required in this document within 3 Working Days of the Bid opening if the overall mandatory participation percentage is not met.

8. AWARD PROCESS:

- 8.1. 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.
- 8.2. 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.
- 8.3. 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.
- 8.4. The low Bid will be determined by Base Bid alone.
- 8.5. Once the low bid has been determined, the City may, at its sole discretion, award the contract for the Base Bid alone.

9. SUBMISSION OF QUESTIONS:

- 9.1. The Director (or Designee) of the Public Works 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:

Public Works Contracts
525 B Street, Suite 750, MS 908A
San Diego, California, 92101
Attention: Angelica Gil

OR:

AngelicaG@sandiego.gov

- 9.2. Questions received less than 14 days prior to the date for opening of Bids may not be considered.
- 9.3. 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.
- 9.4. Only questions answered by formal written addenda shall be binding. Oral and other interpretations or clarifications shall be without legal effect. It is the Bidder's responsibility to be informed of any addenda that have been issued and to include all such information in its Bid.

INSTRUCTIONS TO BIDDERS

1. PREQUALIFICATION OF CONTRACTORS:

- 1.1. Contractors submitting a Bid must be pre-qualified for the total amount proposed, including all alternate items, prior to the date of submittal. Bids from contractors who have not been pre-qualified as applicable and Bids that exceed the maximum dollar amount at which contractors are pre-qualified may be deemed **non-responsive** and ineligible for award. Complete information and links to the on-line prequalification application are available at:

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

- 1.2. The completed application must be submitted online no later than 2 weeks prior to the bid opening.
- 1.3. 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/index.shtml> 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 Public Works 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.shtml>.
- 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 10 Working Days after receiving the Contract forms. See 7-6, “The Contractors Representative” in The GREENBOOK and 7-6.1 in The WHITEBOOK.
- 7. PREVAILING WAGE RATES WILL APPLY:** Refer to Attachment D.
- 8. SUBCONTRACTING PARTICIPATION PERCENTAGES:** Subcontracting participation percentages apply to this contract. Refer to Attachment E.
- 9. INSURANCE REQUIREMENTS:**
- 9.1.** 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.

9.2. Refer to sections 7-3, "LIABILITY INSURANCE", and 7-4, "WORKERS' COMPENSATION INSURANCE" of the Supplementary Special Provisions (SSP) for the insurance requirements which must be met.

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

Title	Edition	Document Number
Standard Specifications for Public Works Construction ("The GREENBOOK") http://www.greenbookspecs.org/	2015	PWPI070116-01
City of San Diego Standard Specifications for Public Works Construction ("The WHITEBOOK")* https://www.sandiego.gov/publicworks/edocref/greenbook	2015	PWPI070116-02
City of San Diego Standard Drawings* https://www.sandiego.gov/publicworks/edocref/standarddraw	2016	PWPI070116-03
Citywide Computer Aided Design and Drafting (CADD) Standards https://www.sandiego.gov/publicworks/edocref/drawings	2016	PWPI092816-04
California Department of Transportation (CALTRANS) Standard Specifications - http://www.dot.ca.gov/des/oe/construction-contract-standards.html	2015	PWPI092816-05
CALTRANS Standard Plans http://www.dot.ca.gov/des/oe/construction-contract-standards.html	2015	PWPI092816-06
California Manual on Uniform Traffic Control Devices Revision 1 (CA MUTCD Rev 1) - http://www.dot.ca.gov/trafficops/camutcd/	2014	PWPI092816-07
<p>NOTE: *Available online under Engineering Documents and References at: http://www.sandiego.gov/publicworks/edocref/index.shtml</p>		

11. **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.

12. **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.

13. 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.

14. SUBCONTRACTOR INFORMATION:

14.1. LISTING OF SUBCONTRACTORS. In accordance with the requirements provided in the "Subletting and Subcontracting Fair Practices Act" of the California Public Contract Code, the Bidder shall provide the **NAME** and **ADDRESS** of each Subcontractor who will perform work, labor, render services or who specially fabricates and installs a portion [type] of the work or improvement, in an amount in excess of 0.5% of the Contractor's total Bid. The Bidder shall also state within the description, whether the subcontractor is a **CONSTRUCTOR, CONSULTANT** or **SUPPLIER**. The Bidder shall state the **DIR REGISTRATION NUMBER** for all subcontractors and shall further state within the description, the **PORTION** of the work which will be performed by each subcontractor under this Contract. The Contractor shall list only one Subcontractor for each portion of the Work. The **DOLLAR VALUE** of the total Bid to be performed shall be stated for all subcontractors listed. Failure to comply with this requirement may result in the Bid being rejected as **non-responsive** and ineligible for award. The Bidder's attention is directed to the Special Provisions - General; Paragraph 2-3, "Subcontracts", 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.

14.2. 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.

- 14.3. LISTING OF SUBCONTRACTORS OR SUPPLIERS FOR ALTERNATES.** For subcontractors or suppliers to be used on additive or deductive alternate items, in addition to the above requirements, bidder shall further note "ALTERNATE" and alternate item number within the description.
- 15. SUBMITTAL OF "OR EQUAL" ITEMS:** See Section 4-1.6, "Trade Names or Equals" in The WHITEBOOK and as amended in the SSP.
- 16. AWARD:**
- 16.1.** The Award of this contract is contingent upon the Contractor's compliance with all conditions precedent to Award.
- 16.2.** 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.
- 16.3.** 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.
- 17. SUBCONTRACT LIMITATIONS:** The Bidder's attention is directed to Standard Specifications for Public Works Construction, Section 2-3, "SUBCONTRACTS" 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.
- 18. 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 Public Works Contracts.
- 19. 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.
- 20. 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.

21. BIDDER'S GUARANTEE OF GOOD FAITH (BID SECURITY) FOR DESIGN-BID-BUILD CONTRACTS:

- 21.1.** 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.
- 21.2.** 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.
- 21.3.** 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.
- 21.4.** 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. Within twenty-four (24) hours after the bid due date and time, the first five (5) apparent low bidders must provide the City with the original bid security.
- 21.5.** Failure to submit the electronic version of the bid security at the time of bid submission AND failure to provide the original within twenty-four (24) hours may cause the bid to be rejected and deemed **non-responsive**.

22. AWARD OF CONTRACT OR REJECTION OF BIDS:

- 22.1.** This contract may be awarded to the lowest responsible and reliable Bidder.
- 22.2.** Bidders shall complete ALL eBid forms as required by this solicitation. Incomplete eBids will not be accepted.
- 22.3.** 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.
- 22.4.** 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.

- 22.5.** 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.
- 22.6.** 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.
- 22.7.** 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.
- 22.8.** 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.

23. BID RESULTS:

- 23.1.** 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.
- 23.2.** 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.

24. THE CONTRACT:

- 24.1.** 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.
- 24.2.** 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.

- 24.3.** 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.
- 24.4.** 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.
- 24.5.** 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 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.
- 25. 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 2-7, 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.
- 26. CITY STANDARD PROVISIONS:** This contract is subject to the following standard provisions. See The WHITEBOOK for details.
- 26.1.** The City of San Diego Resolution No. R-277952 adopted on May 20, 1991 for a Drug-Free Workplace.
- 26.2.** The City of San Diego Resolution No. R-282153 adopted on June 14, 1993 related to the Americans with Disabilities Act.
- 26.3.** The City of San Diego Municipal Code §22.3004 for Contractor Standards.
- 26.4.** The City of San Diego's Labor Compliance Program and the State of California Labor Code §§1771.5(b) and 1776.

- 26.5. 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.
- 26.6. The City's Equal Benefits Ordinance (EBO), Chapter 2, Article 2, Division 43 of The San Diego Municipal Code (SDMC).
- 26.7. The City's Information Security Policy (ISP) as defined in the City's Administrative Regulation 90.63.

27. PRE-AWARD ACTIVITIES:

- 27.1. The contractor selected by the City to execute a contract for this Work shall submit the required documentation as specified in the herein and in the Notice of Award. Failure to provide the information as specified may result in the Bid being rejected as **non-responsive**.
- 27.2. The decision that bid is non-responsive for failure to provide the information required within the time specified shall be at the sole discretion of the City.

PERFORMANCE BOND, LABOR AND MATERIALMEN'S BOND

FAITHFUL PERFORMANCE BOND AND LABOR AND MATERIALMEN'S BOND:

Blue Pacific Engineering & Construction, a corporation, as principal, and NORTH AMERICAN 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 **Two Million Eleven Thousand Seven Hundred Nineteen Dollars and Fifty Three Cents (\$2,011,719.53)** for the faithful performance of the annexed contract, and in the sum of **Two Million Eleven Thousand Seven Hundred Nineteen Dollars and Fifty Three Cents (\$2,011,719.53)** 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.

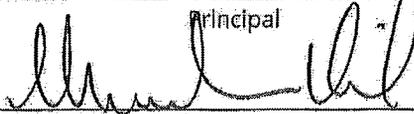
PERFORMANCE BOND, LABOR AND MATERIALMEN'S BOND (continued)

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

Dated SEPTEMBER 14, 2018

Approved as to Form

BLUE PACIFIC ENGINEERING & CONSTRUCTION

By 
Principal

SHAHBAZ ELIHU
Printed Name of Person Signing for Principal

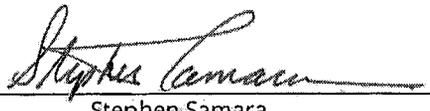
Mara W. Elliott, City Attorney

By 
Deputy City Attorney

NORTH AMERICAN
SPECIALTY INSURANCE COMPANY
Surety

By 
MARK D. IATAROLA, Attorney-in-fact

Approved:

By 
Stephen Samara
Principal Contract Specialist
Public Works Department

6 HUTTON CENTRE DRIVE, SUITE 850
Local Address of Surety

SANTA ANA, CA 92707
Local Address (City, State) of Surety

714/513-6839
Local Telephone No. of Surety

Premium \$ 23,617.00 PREMIUM IS FOR CONTRACT TERM AND IS SUBJECT TO ADJUSTMENT BASED ON FINAL CONTRACT PRICE

Bond No. 2276923

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

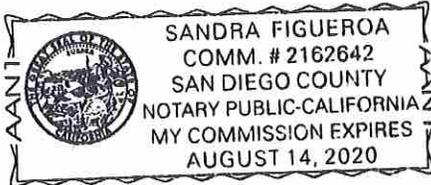
CIVIL CODE § 1189

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

State of California }
County of SAN DIEGO

On 9/14/2018 before me, SANDRA FIGUEROA, NOTARY PUBLIC
Date Here Insert Name and Title of the Officer
personally appeared MARK D. IATAROLA
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 *Sandra Figueroa*
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____
Document Date: _____ Number of Pages: _____
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: MARK D. IATAROLA
 Corporate Officer – Title(s): _____
 Partner – Limited General
 Individual Attorney in Fact
 Trustee Guardian of Conservator
 Other: _____
Signer is Representing: _____

Signer's Name: _____
 Corporate Officer – Title(s): _____
 Partner – Limited General
 Individual Attorney in Fact
 Trustee Guardian of Conservator
 Other: _____
Signer is Representing: _____

SWISS RE CORPORATE SOLUTIONS

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Overland Park, Kansas, and Washington International Insurance Company, a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Overland Park, Kansas, each does hereby make, constitute and appoint:

JOHN G. MALONEY, HELEN MALONEY, MARK D. IATAROLA, AND SANDRA FIGUEROA

HELEN E. WHEALDON

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of: FIFTY MILLION (\$50,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on the 9th of May, 2012:

'RESOLVED, that any two of the Presidents, any Managing Director, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached.'



By [Signature] Steven P. Anderson, Senior Vice President of Washington International Insurance Company & Senior Vice President of North American Specialty Insurance Company



By [Signature] Michael A. Ito, Senior Vice President of Washington International Insurance Company & Senior Vice President of North American Specialty Insurance Company

IN WITNESS WHEREOF, North American Specialty Insurance Company and Washington International Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 12 day of JANUARY, 2018.

North American Specialty Insurance Company
Washington International Insurance Company

State of Illinois
County of Cook ss:

On this 12 day of JANUARY, 2018, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Michael A. Ito, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



[Signature] M. Kenny, Notary Public

I, Jeffrey Goldberg, the duly elected Assistant Secretary of North American Specialty Insurance Company and Washington International Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company and Washington International Insurance Company, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 14th day of SEPTEMBER, 2018.

[Signature] Jeffrey Goldberg, Vice President & Assistant Secretary of Washington International Insurance Company & North American Specialty Insurance Company

ATTACHMENTS

ATTACHMENT A
SCOPE OF WORK

SCOPE OF WORK

- 1. SCOPE OF WORK:** DMP Phase 1 & 2 Cycle Track Interim Implementation involves furnishing all labor, materials, equipment, services and construction, including but not limited to weed abatement, tree trimming, crack sealing, milling/saw cutting asphalt and concrete, pavement base repair, sweeping, application of slurry seal, installation of traffic striping/markings/markers/devices, replacing vehicle detector loops, installing delineators, raising appurtenances to grade (Water, Sewer), raising survey monuments to grade, reconstructing survey monument boxes, installing flexible delineators, possible weekend work, traffic control drawings and permits, and storm drain inlet protection on various asphalt streets throughout the downtown area.

 - 1.1.** The Work shall be performed in accordance with:

 - 1.1.1.** The Notice Inviting Bids, List of Proposed Work, Appendix F, and Plans numbered **40877-01-D** through **40877-20-D**, inclusive.
- 2. LOCATION OF WORK:** The location of the Work is as follows:

See Location Maps per **Appendix E**.
- 3. CONTRACT TIME:** The Contract Time for completion of the Work shall be **60 Working Days**.

ATTACHMENT B
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ATTACHMENT C
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ATTACHMENT D
PREVAILING WAGES

PREVAILING WAGES

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 Equal Opportunity Contracting Department at 619-236-6000.

- 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 4.20.11 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 **2015 Edition** of the Standard Specifications for Public Works Construction (The "GREENBOOK").
2. The **2015 Edition** of the City of San Diego Standard Specifications for Public Works Construction (The "WHITEBOOK"), including the following:
 - a) General Provisions (A) for all Contracts.

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

- 1-2 TERMS AND DEFINITIONS.** To the "WHITEBOOK", item 54, "Normal Working Hours", ADD the following:

The **Normal Working Hours** are **7:30 AM** to **3:30 PM**. Engineer shall identify and approve exceptions due to traffic related issues.

SECTION 2 - SCOPE AND CONTROL OF WORK

- 2-3.2 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 **AND** 50% of any alternates.

ADD:

- 2-5.3.7 Contractor's Quality Control Plan (QCP).**

1. You shall establish, implement, and maintain an effective Quality Control Plan (QCP) to perform quality control inspection and testing for all items of paving Work required by the Contract Documents, including those performed by subcontractors and material suppliers.
2. The QCP shall ensure conformance to applicable specification and plan requirements with respect to materials, workmanship, construction, finish, and functional performance.
3. The QCP shall detail the methods and procedures that will be taken to ensure that all materials and construction required for street pavement restoration will conform to the Contract Documents, and to ensure that information included will be recorded in Daily Quality Control (QC) Inspection Reports for the Engineer's verification and approval:

4. You shall establish a level of control that will:
 - a) Provide for the production and delivery of acceptable quality materials.
 - b) Provide documentation that construction meets Contract requirements.
5. During the pre-construction meeting, you shall be prepared to discuss and present details of your QCP. You shall not begin any production of materials or construction of surface preparation, pavement restoration, and other related work until your QCP has been reviewed and approved by the Engineer. No partial payment will be made for materials subject to specific quality control requirements until the QCP has been approved.
6. The quality control requirements contained in this section and elsewhere in the Contract Documents are in addition to and separate from the acceptance testing requirements discussed elsewhere in the contract specifications.

2-5.3.7.1 QCP Submittal.

1. Submit the QCP in a written document to the Engineer at the pre-construction meeting. The QCP shall be reviewed and approved by the Engineer prior to the start of any material delivery or paving work.
2. The QCP shall be organized to address, at a minimum, the following items:
 - a) Quality Control Administrator
 - b) Surface preparation and paving schedule.
 - c) Inspection and documentation requirements (Daily Quality Control Inspection Report).
 - d) Material quality control testing plan.
 - e) Documentation of quality control activities.
 - f) Procedures for corrective action when quality control and/or acceptance criteria are not met.
3. You are encouraged to add any additional elements to the QCP as deemed necessary to adequately control all production and construction processes required by Contract Documents.

2-5.3.7.2 QCP Administrator.

1. You shall designate a QCP Administrator to implement the QCP.
 - a) The QCP Administrator shall be your full-time employee or your consultant. The QCP Administrator shall have full authority to institute any and all actions necessary for the successful implementation of the QCP to ensure compliance with the Contract Documents.
 - b) The QCP Administrator shall ensure that the following functions are performed and documented:

- i. Inspection of all materials, construction, plant, and equipment for conformance to the specifications.
- ii. Performance of all quality control tests as required by the Contract Documents.
- iii. Performance of density tests for the Engineer when required.

2-5.3.7.3 Inspection Requirements.

1. Quality control inspection functions shall be organized to provide inspections for all definable features of Work. You shall document all inspections.
2. Inspections shall be performed daily to ensure continuing compliance with contract requirements until completion of the particular feature of Work. These shall include the following minimum requirement:
 - a) During field operations, quality control test results and periodic inspections shall be utilized to ensure the quality of all materials and workmanship meets the requirements of the contract. All equipment utilized in placing, finishing, and compacting shall be inspected to ensure its proper operating condition and to ensure that all such operations are in conformance to the specifications and are within the plan dimensions, lines, grades, and tolerances specified. The QCP shall document how these and other quality control functions will be accomplished and utilized.

2-5.3.7.4 Documentation.

1. You shall maintain current quality control records of all inspections performed. These records shall include factual evidence that the required inspections or tests have been performed, including type and number of inspections or tests involved; results of inspections or tests; nature of defects, deviations, causes for rejection, etc.; proposed remedial action; and corrective actions taken.
2. These records shall cover both conforming and defective or deficient features, and shall include a statement that all supplies and materials incorporated in the Work are in full compliance with the terms of the Contract. Legible copies of these records for the entire week of paving work shall be furnished to the Engineer after 2 Working Days. The records shall cover all Work placed subsequent to the previously furnished records and shall be verified and signed by the QCP Administrator.
3. Specific QCP records required for the Contract shall include, but are not necessarily limited to, the following records:
 - a) **Daily Quality Control (QC) Inspection Reports.** The QCP Administrator shall maintain a daily log of all inspections performed for both Contractor and subcontractor operations. These daily QC inspection reports shall provide factual evidence that continuous quality control inspections have been performed and shall, as a minimum, include the following items:

- i. Date and location/s of paving work performed.
- ii. Asphalt mix specifications and supplier.
- iii. Dig out locations.
- iv. Tack coat application rate for each location.
- v. Asphalt temperature at placement for each location.
- vi. Asphalt depth for each location.
- vii. Compaction test results for each location.
- viii. Documentation that the following have been verified to be in compliance:
 - Proper storage of materials and equipment.
 - Proper operation of all equipment.
 - Adherence to plans and technical specifications.
 - Review of quality control tests.
 - Safety inspection.
- ix. Location and nature of defects with remedial and corrective actions.
- x. Presence of City Laboratory representative.
- xi. Deviations from QCP.
- xii. Signature of QCP Administrator.

The daily QC inspection reports shall identify inspections conducted, results of inspections, location and nature of defects found, causes for rejection, and remedial or corrective actions taken or proposed.

- b) The daily QC inspection reports shall be signed by the QCP Administrator. The Engineer shall be provided at least 1 copy of each daily QC inspection report for the entire week 2 Working Days following the end of the week.
- c) See **Appendix G** for a sample of the daily QC inspection report. An updated version of this sample report will be provided at the pre-construction meeting.

2-5.3.7.5 Corrective Action Requirements.

1. The QCP shall indicate the appropriate action to be taken when a process is deemed, or believed, to be out of control (out of tolerance) and detail what action will be taken to bring the process into control.
2. The requirements for corrective action shall include both general requirements for operation of the QCP as a whole and for individual items of Work contained in the specifications.

3. The QCP shall detail how the results of quality control inspections will be used for determining the need for corrective action and shall contain clear sets of rules to gauge when a process is out of control and the type of correction to be taken to regain process control.

2-5.3.7.6 Noncompliance.

1. The Engineer will notify you of any noncompliance with any of the foregoing requirements. You shall, after receipt of such notice, immediately take corrective action. Any notice, when delivered by the Engineer to you, shall be considered sufficient notice.
2. In cases where quality control activities do not comply with either the QCP or the contract provisions, or where you fail to properly operate and maintain an effective QCP, as determined by the Engineer, the Engineer may:
 - a) Require replacement of ineffective or unqualified QCP personnel or subcontractors.
 - b) Stop operations until appropriate corrective actions are taken.

2-5.3.7.7 Payment.

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

ADD:

2-10 AUTHORITY OF THE BOARD AND THE ENGINEER. To the "GREENBOOK", Paragraph (2), DELETE in its entirety and SUBSTITUTE with the following:

The decision of the Engineer is final and binding on all questions relating to: quantities; acceptability of material, equipment, or work; execution, progress or sequence of work; requests for information (RFI), and interpretation of the Plans, Specifications, or other Contract Documents. This shall be precedent to any payment under the Contract. The Engineer shall be the single point of contact and shall be included in all communications.

2-14.3 Coordination. To the "WHITEBOOK", ADD the following:

2. Other adjacent City projects are scheduled for construction for the same time period in the vicinity of this contract. See **Appendix F** for slurry seal limits to avoid construction conflict with adjacent City projects. Limits of work are as marked out in the field and identified in **Appendix F**.

2-16 CONTRACTOR REGISTRATION AND ELECTRONIC REPORTING SYSTEM. To the "WHITEBOOK", item 1, DELETE in its entirety.

SECTION 3 – CHANGES IN WORK

3-2.1 General. To the “WHITEBOOK”, ADD the following:

2. The location list provided by the City in the Contract Documents will be adjusted by the City as needed to match the Bid quantities at no additional cost to the City.
3. The Bid quantities are for estimating purposes only and will vary due to continued deterioration of the streets, such as streets quantified as having no tons of AC required, may in fact need AC repair (see 302-3).

3-2.2.1 General. To the “WHITEBOOK”, ADD the following:

2. Unit Bid prices for “Class II Base”, “Asphalt Concrete with Pavement Fabric Material”, “Raise Appurtenance to Grade (Water, Sewer)”, “Adjust Survey Monument to Grade”, “Reconstruct Survey Monument Box”, “Crack Seal”, “Removal of Humps and Pavement Irregularities”, and “Traffic Detector Loop Replacement or Conduit Stub Installed” shall not be subject to adjustment regardless of quantity used or if none are used.

3-3.2.3 Markup. To the “WHITEBOOK”, DELETE in its entirety and SUBSTITUTE with the following:

1. Work paid under Allowance Bid items for permits, governmental fees, or direct payments specified in the Contract Documents shall not be subject to any markups.
2. The allowance for overhead and profit shall not exceed the values listed in the table below:

Component	Overhead	Profit
Labor	10%	10%
Material	10%	5%
Equipment	10%	5%

3. Markups for materials shall be applied to the actual cost of the material before applying the sales tax.
4. When a Subcontractor is performing Extra Work, the allowance for overhead and profit shall be applied to the labor, materials, and equipment costs of the Subcontractor as follows:
 - a) Regardless of the number of Subcontractor tasks for Extra Work, you may only apply 10% for the first \$50,000 of the Subcontractor’s portion of accumulated total cost.
 - b) If the accumulated costs of single or subsequent tasks exceed the \$50,000 threshold, you shall instead only apply 5% to any amounts in excess of the \$50,000.

- c) You shall not apply 10% to any costs after the first \$50,000 of accumulated total costs from performing Extra Work.
- d) Regardless of the number of hierarchical tiers of Subcontractors, you may only markup a Subcontractor's Work once.

3-2.5 Eliminated Items. To the "GREENBOOK," DELETE in its entirety and SUBSTITUTE with the following:

1. Should any Bid Items, except Bid Items listed in item 2 of this section, be eliminated in its entirety, your payment will be made for its actual costs incurred in connection with the eliminated item prior to notification in writing from the Engineer so stating its elimination.
2. If eliminated in their entirety, no payment will be made for actual costs incurred in connection with the following eliminated items:
 - a) "Class II Base"
 - b) "Raise Appurtenance to Grade (Water, Sewer)"
 - c) "Adjust Survey Monument to Grade"
 - d) "Reconstruct Survey Monument Box"
 - e) "Crack Seal"
 - f) "Removal of Humps and Pavement Irregularities"
 - g) "Traffic Detector Loop Replacement or Conduit Stub installed"
3. If material conforming to the Plans and Specifications is ordered for use in the eliminated items prior to the date of notification of elimination by the Engineer, and if the order for that material cannot be canceled, payment will be made to you for the actual cost of the material. In this case, the material shall become the property of the City and payment will be made to you for actual costs for any further handling. If the material is returnable, the material shall be returned and payment will be made to you for actual cost of charges made by the supplier for handling and returning the material.
4. Actual costs, as used herein, shall be computed on the basis of Extra Work.

3-5.1 Claims. To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

ADD:

3-5.1 Claims.

1. A Claim is a written demand by you that seeks an adjustment in the Contract Price, Contract Time, or other relief associated with a dispute arising under or relating to the Contract, including a breach of any provision thereof. A voucher, invoice, or other routine request for payment is not a Claim.
2. A Claim shall conform to these specifications and may be considered after the City has previously denied a request by you for a Change Order seeking the demanded relief.

3. You shall submit a Claim to the Engineer if a dispute occurs that arises from or relates to the Contract. The Claim shall seek all relief to which you assert you are entitled as a result of the event(s) giving rise to the dispute. Your failure to process a Claim in accordance with these specifications shall constitute a waiver of all relief associated with the dispute. Claims are subject to 6-11, "Right to Audit".
4. You shall continue to perform the Services and Work and shall maintain the Schedule during any dispute proceedings. The Engineer will continue to make payments for undisputed Services and Work.
5. The City's Claims process specified herein shall not relieve you of your statutory obligations to present claims prior to any action under the California Government Code.

3-5.1.1 Initiation of Claim.

1. You shall promptly, but no later than 30 Days after the event(s) giving rise to the Claim, deliver the Claim to the Engineer.
2. You shall not process a Claim unless the Engineer has previously denied a request by you for a Change Order that sought the relief to be pursued in the claim.

3-5.1.1.1 Claim Certification Submittal.

1. If your Claim seeks an increase in the Contract Price, the Contract Time, or both, submit with the Claim an affidavit certifying the following:
 - a) The Claim is made in good faith and covers all costs and delays to which you are entitled as a result of the event(s) giving rise to the Claim.
 - b) The amount claimed accurately reflects the adjustments in the Contract Price, the Contract Time, or both to which you believe you are entitled.
 - c) All supporting costs and pricing data are current, accurate, and complete to the best of your knowledge. The cost breakdown per item of Work shall be supplied.
 - d) You shall ensure that the affidavit is executed by an official who has the authority to legally bind you.

3-5.1.2 Initial Determination.

1. The Engineer will respond in writing to your Claim within 30 Days of receipt of the Claim.

3-5.1.3 Settlement Meeting.

1. If you disagree with the Initial Determination, you shall request a Settlement Meeting within 30 Days. Upon receipt of this request, the Engineer will schedule the Settlement Meeting within 15 Working Days.

3-5.1.4 City's Final Determination.

1. If a settle agreement is not reached, the City shall make a written Final Determination within 10 Working Days after the Settlement Meeting.
2. If you disagree with the City's Final Determination, notify the Engineer in writing of your objection within 15 Working Days after receipt of the written determination and file a "Request for Mediation" in accordance with 3-5.2, "Dispute Resolution Process".
3. Failure to give notice of objection within the 15 Working Days period shall waive your right to pursue the Claim.

3-5.1.5 Mandatory Assistance.

1. If a third party dispute, litigation, or both arises out of or relates in any way to the Services provided under the Contract, upon the City's request, you shall agree to assist in resolving the dispute or litigation. Your assistance includes, but is not limited to the following:
 - a) Providing professional consultations.
 - b) Attending mediations, arbitrations, depositions, trials, or any event related to the dispute resolution and litigation.

3-5.1.5.1 Compensation for Mandatory Assistance.

1. The City will reimburse you for reasonable fees and expenses incurred by you for any required assistance rendered in accordance with 3-5.1.5, "Mandatory Assistance" as Extra Work.
2. The Engineer will determine whether these fees and expenses were necessary due to your conduct or failure to act.
3. If the Engineer determines that the basis of the dispute or litigation in which these fees and expenses were incurred were the result of your conduct or your failure to act in part or in whole, you shall reimburse the City for any payments made for these fees and expenses.
4. Reimbursement may be through any legal means necessary, including the City's withholding of your payment.

3-5.2.3 Selection of Mediator. To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

1. A single mediator, knowledgeable in construction aspects and acceptable to both parties, shall be used to mediate the dispute.
2. To initiate mediation, the initiating party shall serve a Request for Mediation at the American Arbitration Association (AAA) on the opposing party.
3. If AAA is used, the initiating party shall concurrently file with AAA a "Request for Mediation" along with the appropriate fees, a copy of requested mediators marked in preference order, and a preference for available dates.

4. If AAA is selected to coordinate the mediation (Administrator), within 10 Working Days from the receipt of the initiating party's Request for Mediation, the opposing party shall file the following:
 - a) A copy of the list of the preferred mediators listed in preference order after striking any mediators to which they have any objection.
 - b) A preference for available dates.
 - c) Appropriate fees.
5. If the parties cannot agree on a mediator, then each party shall select a mediator and those mediators shall select the neutral third party to mediate the matter.

3-5.3 Forum of Litigation. To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

1. It is the express intention that all legal actions and proceedings related to the Contract or Agreement with the City or to any rights or any relationship between the parties arising therefrom shall be solely and exclusively initiated and maintained in courts of the State of California for the County of San Diego.

ADD:

3-5.4 Pre-judgment Interest.

1. The parties stipulate that if a judgment is entered against a party for breaching this Contract, the pre-judgment interest shall be two percent (2%) per annum.

SECTION 4 - CONTROL OF MATERIALS

ADD:

4-1.3.3 Inspection of Items Not Locally Produced. To the "WHITEBOOK", DELETE in its entirety.

ADD:

4-1.3.3 Inspection of Items Not Locally Produced. To the "GREENBOOK", DELETE in its entirety and SUBSTITUTE with the following:

1. When you intend to purchase materials, fabricated products, or equipment from sources located more than 200 miles (321.9 km) outside the geographical limits of the City, City Lab staff or a qualified inspection agency approved by the Engineer, shall be engaged at your expense to inspect the materials, equipment, or process.
2. This approval shall be obtained before producing any material or equipment. City Lab staff or inspector shall evaluate the materials for conformance with the requirements of the Plans and Specifications. You shall forward reports

required by the Engineer. No materials or equipment shall be shipped nor shall any processing, fabrication or treatment of such materials be done without proper inspection by City Lab staff or the approved agent. Approval by said agent shall not relieve you of responsibility for complying with the requirements of the Contract Documents.

3. The Engineer may elect City Lab staff to perform inspection of an out-of-town manufacturer. You shall incur additional inspection costs of the Engineer including lodging, meals, and incidental expenses based on Federal Per Diem Rates, along with travel and car rental expenses. If the manufacturing plant operates a double shift, a double shift shall be figured in the inspection costs.
 - a) At the option of the Engineer, full time inspection shall continue for the length of the manufacturing period. If the manufacturing period will exceed 3 consecutive weeks, you shall incur additional inspection expenses of the Engineer's supervisor for a trip of 2 Days to the site per month.
 - b) When the Engineer elects City Lab staff to perform out-of-town inspections, the wages of staff employed by the City shall not be part of the additional inspection expenses paid by you.
 - c) Federal Per Diem Rates can be determined at the location below:

<https://www.gsa.gov/portal/content/104877>

4-1.3.6 Preapproved Materials. To the "WHITEBOOK", ADD the following:

3. You shall submit in writing a list of all products to be incorporated in the Work that are on the AML.

4-1.6 Trade Names or Equals. 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 determination of the Apparent Low Bidder** and on the City's Product Submittal Form available at:

<http://www.sandiego.gov/publicworks/edocref/index.shtml>

SECTION 5 - UTILITIES

5-1.1 General. To the "WHITEBOOK", ADD the following:

9. **90 Calendar Days** prior to any paving work, you shall notify the utility owner to provide them adequate time to adjust their utility box frame and cover to finish grade.

5-2 PROTECTION. To the "WHITEBOOK", item 2, ADD the following:

- g) Refer to **Appendix I** for more information on the protection of AMI devices.

5-6 COOPERATION. To the "GREENBOOK", ADD the following:

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

SECTION 6 - PROSECUTION, PROGRESS AND ACCEPTANCE OF WORK

6-1.1 Construction Schedule. To the "WHITEBOOK", items 5, 9, and 22, DELETE in its entirety and SUBSTITUTE with the following:

5. Monthly progress payments are contingent upon the submittal of an updated Schedule and cash flow forecast as discussed in item 22 of 6-1.1, "Construction Schedule" to the Engineer. The Engineer may refuse to recommend the whole or part of any monthly payment if, in the Engineer's opinion, your failure or refusal to provide the required Schedule and cash flow forecast information precludes a proper evaluation of your ability to complete the Project within the Contract Time and amount.
9. Inclusive to the Contract Time, include 15 Working Days to the Schedule for the generation of the Punchlist. You shall Work diligently to complete all Punchlist items within 30 Working Days after the Engineer provides the Punchlist.
22. With every pay request, submit the following:
 - a) An updated cash flow forecast showing periodic and cumulative construction billing amounts for the duration of the Contract Time. If there has been any Extra Work since the last update, include only the approved amounts.
 - b) A curve value percentage comparison between the Contract Price and the updated cash flow forecast for each Project ID included in the Contract Documents. Curve values shall be set on a scale from 0% to 100% in intervals of 5% of the Contract Time. Refer to the Sample City Invoice materials in **Appendix D – Sample City Invoice and Spend Curve** and use the format shown. Your invoice amounts shall be supported by this curve value percentage. For previous periods, use the actual values and percentages and update the curve value percentages accordingly. See "Cash Flow Curve Fitting Example" at the location below:

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

6-1.3.1 Payment. To the "WHITEBOOK", ADD the following:

3. The payment for any work outside normal working hours, including weekend work and night work, shall be done at no additional cost to the City.

6-2.1 Moratoriums. To the "WHITEBOOK", ADD the following:

3. Do not Work in the areas where there is currently a moratorium issued by the City. The areas subject to moratorium are listed here:
 - a) Holiday Moratorium near Downtown from Thanksgiving Day to New Year's Day (inclusive).

ADD:

6-3.2.1.1 Environmental Document.

1. The City of San Diego has prepared a **Notice of Exemption** for **Downtown Mobility Plan Phase 1 & 2 Cycle Track Interim Implementation (Slurry Seal)**, Project No. **B-17056**, 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.

6-8.3 Warranty. To the "WHITEBOOK", item 1, DELETE in its entirety and SUBSTITUTE with the following:

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

SECTION 7 - RESPONSIBILITIES OF THE CONTRACTOR

7-3 INSURANCE. To the "GREENBOOK", DELETE in its entirety and SUBSTITUTE with the following:

7-3 INSURANCE.

1. The insurance provisions herein shall not be construed to limit your indemnity obligations contained in the Contract.

7-3.1 Policies and Procedures.

1. You shall procure the insurance described below, at its 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 for the duration of this Contract and at all times thereafter when you are correcting, removing, or replacing Work in accordance with this Contract. Your liabilities under the Contract, e.g., your indemnity obligations, is not deemed limited to the insurance coverage required by this Contract.
4. The payment for insurance shall be included in the Contract Price as bid by you. Except as specifically agreed to by the City in writing, you are not entitled to any additional payment. Do not begin any Work under this Contract until you have provided and the City has approved all required insurance.
5. Policies of insurance shall provide that the City is entitled to 30 Days (10 Days for cancellation due to non-payment of premium) prior written notice of cancellation or non-renewal of the policy. Maintenance of specified insurance coverage is a material element of the Contract. Your failure to maintain or renew coverage or to provide evidence of renewal during the term of the Contract may be treated by the City as a material breach of the Contract.

7-3.2 Types of Insurance.

7-3.2.1 Commercial 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	\$2,000,000
Products/Completed Operations Aggregate Limit	\$2,000,000
Personal Injury Limit	\$1,000,000
Each Occurrence	\$1,000,000

7-3.2.2 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.

7-3.3 Rating Requirements. Except for the State Compensation Insurance Fund, all insurance required by this Contract as described herein 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, and that have been approved by the City.

7-3.3.1 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 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 herein.

7-3.4 Evidence of Insurance. Furnish to the City documents e.g., certificates of insurance and endorsements evidencing the insurance required herein, and furnish renewal documentation prior to expiration of this insurance. Each required document shall be signed by the insurer or a person authorized by the insurer to bind coverage on its behalf. We reserve the right to require complete, certified copies of all insurance policies required herein.

7-3.5 Policy Endorsements.

7-3.5.1 Commercial General Liability Insurance.

7-3.5.1.1 Additional Insured.

1. You shall provide at your expense policy endorsement written on the current version of the ISO Occurrence form CG 20 10 11 85 or an equivalent form providing coverage at least as broad.
2. To the fullest extent allowed by law e.g., California Insurance Code §11580.04, the policy shall be endorsed to include the City and its respective elected officials, officers, employees, agents, and representatives as additional insured.
3. The additional insured coverage for projects for which the Engineer’s Estimate is \$1,000,000 or more shall include liability arising out of:
 - a) Ongoing operations performed by you or on your behalf,
 - b) your products,

- c) your Work, e.g., your completed operations performed by you or on your behalf, or
 - d) premises owned, leased, controlled, or used by you.
4. The additional insured coverage for projects for which the Engineer's Estimate is less than \$1,000,000 shall include liability arising out of:
- a) Ongoing operations performed by you or on your behalf,
 - b) your products, or
 - c) premises owned, leased, controlled, or used by you.

7-3.5.1.2 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.

7-3.5.1.3 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.

7-3.5.2 Commercial Automobile Liability Insurance.

7-3.5.2.1 Additional Insured. Unless the policy or policies of Commercial Auto Liability Insurance are written on an ISO form CA 00 01 12 90 or a later version of this form or equivalent form providing coverage at least as broad, the policy shall be endorsed to include the City and its respective elected officials, officers, employees, agents, and representatives as additional insured, with respect to liability arising out of automobiles owned, leased, hired or borrowed by you or on your behalf. This endorsement is limited to the obligations permitted by California Insurance Code §11580.04.

7-3.6 Deductibles and Self-Insured Retentions. You shall pay for all 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.

7-3.7 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.

7-3.8 Notice of Changes to Insurance. You shall notify the City 30 Days prior to any material change to the policies of insurance provided under this Contract.

7-3.9 Excess Insurance. Policies providing excess coverage shall follow the form of the primary policy or policies e.g., all endorsements.

7-3.10 Architects and Engineers Professional Insurance (Errors and Omissions Insurance).

1. For Contracts with required engineering services (e.g., Design-Build, preparation of engineered Traffic Control Plans (TCP), and etc.) by you, you shall keep or require all of your employees or Subcontractors, who provide professional engineering services under this contract, Professional Liability coverage with a limit of **\$1,000,000** per claim and **\$2,000,000** annual aggregate in full force and effect.
2. You shall ensure the following:
 - a) The policy retroactive date is on or before the date of commencement of the Project.
 - b) The policy will be maintained in force for a period of 3 years after completion of the Project or termination of this Contract, whichever occurs last. You agree that for the time period specified above, there will be no changes or endorsements to the policy that affect the specified coverage.
3. If professional engineering services are to be provided solely by the Subcontractor, you shall:
 - a) Certify this to the City in writing and
 - b) Agree in writing to require the Subcontractor to procure Professional Liability coverage in accordance with the requirements set forth above.

7-4 NOT USED. To the "GREENBOOK", DELETE in its entirety and SUBSTITUTE with the following:

7-4 WORKERS' COMPENSATION INSURANCE AND EMPLOYERS LIABILITY INSURANCE.

1. In accordance with the provisions of §3700 of the California Labor Code, 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 the requirements of this section.
2. Limits for this insurance shall be not less than the following:

<u>Workers' Compensation</u>	<u>Statutory Employers Liability</u>
Bodily Injury by Accident	\$1,000,000 each accident
Bodily Injury by Disease	\$1,000,000 each employee
Bodily Injury by Disease	\$1,000,000 policy limit

3. By signing and returning the Contract you certify that you are aware of the provisions of §3700 of the Labor Code which requires every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code and you shall comply with such provisions before commencing the Work as required by §1861 of the California Labor Code.

7-4.1 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.

7-5 PERMITS, FEES, AND NOTICES. To the "WHITEBOOK", ADD the following:

2. You shall obtain the following permits required for constructing the Project:
 - a) MTS Right of Entry Permit
 - b) NCTD Property Access Request
 - c) Caltrans Encroachment Permit

7-5.3 Payment. To the "WHITEBOOK", item 1, DELETE in its entirety and SUBSTITUTE with the following:

1. The payment for Permits shall be included in the allowance bid item "**Permit Fee Allowance (EOC Type I)**".

ADD:

7-6 THE CONTRACTORS REPRESENTATIVE. To the "GREENBOOK", ADD the following:

1. Both the representative and alternative representative shall be employees of the Contractor and shall not be assigned to a Subcontractor unless otherwise approved by the City in writing.

7-8.1 General. To the "WHITEBOOK", ADD the following:

2. Use a certified self-loading motorized street sweeper equipped with a functional water spray system for this project as directed by the Engineer.

7-8.6 Water Pollution Control. To the "WHITEBOOK", ADD the following:

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

7-8.6.1.11 Post-Construction Requirements. To the "WHITEBOOK", ADD the following:

6. You shall comply with the following post-construction requirement:

Storm Drain Inlet Markers.

7-8.6.4.2 Payment. To the "WHITEBOOK", ADD the following:

4. All work, materials, labor, costs, and time associated with installing inlet markers shall be paid at the unit bid price "**Post-construction Requirements – Inlet Markers**" for each marker installed.

7-13.4 Contractor Standards and Pledge of Compliance. To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

1. The Contract is subject to City's Municipal Code §22.3004 as amended 10/29/13 by ordinance O-20316.
2. You shall complete a Pledge of Compliance attesting under penalty of perjury that you complied with the requirements of this section.
3. You shall ensure that all Subcontractors complete a Pledge of Compliance attesting under penalty of perjury that they complied with the requirements of this section.
4. You shall require in each subcontract that the Subcontractor shall abide by the provisions of the City's Municipal Code §22.3004. A sample provision is as follows:

"Compliance with San Diego Municipal Code §22.3004: The Subcontractor acknowledges that it is familiar with the requirements of San Diego Municipal Code §22.3004 ("Contractor Standards"), and agrees to comply with requirements of that section. The Subcontractor further agrees to complete the Pledge of Compliance, incorporated herein by reference."

ADD:

7-13.8 Equal Pay Ordinance.

1. You shall comply with the Equal Pay Ordinance (EPO) codified in the San Diego Municipal Code (SDMC) in section 22.4801 through 22.4809, unless compliance is not required based on an exception listed in SDMC section 22.4804.
2. You shall require all of your Subcontractors to certify compliance with the EPO in their written subcontracts.
3. You shall post a notice informing your employees of their rights under the EPO in the workplace or job site.
4. By signing this Contract with the City of San Diego, you acknowledge the EPO requirements and pledge ongoing compliance with the requirements of SDMC Division 48, section 22.4801 et seq., throughout the duration of this Contract.

7-20 ELECTRONIC COMMUNICATION. To the "WHITEBOOK", ADD the following:

2. Virtual Project Manager shall be used on this Contract.

7-21.1 **General.** To the “WHITEBOOK”, item 3, DELETE in its entirety and SUBSTITUTE with the following:

3. During the construction phase of projects, the minimum waste management reduction goal is 90% of the inert material (a material not subject to decomposition such as concrete, asphalt, brick, rock, block, dirt, metal, glass, and etc.) and 65% of the remaining project waste. You shall provide appropriate documentation, including a Waste Management Form attached as an appendix, and evidence of recycling and reuse of materials to meet the waste reduction goals specified.

SECTION 9 - MEASUREMENT AND PAYMENT

ADD:

9-3.7 **Compensation Adjustments for Price Index Fluctuations.** To the “WHITEBOOK” ADD the following:

5. This Contract is subject to the provisions of The “WHITEBOOK” for Compensation Adjustments for Price Index Fluctuations for paving asphalt.

SECTION 203 – BITUMINOUS MATERIALS

203-3.4.4 **Rubber Polymer Modified Slurry (RPMS).** To the “WHITEBOOK”, DELETE in its entirety.

203-3.4.4.1 **General.** To the “WHITEBOOK”, DELETE in its entirety.

ADD:

203-3.4.4.1 **General.** To the “GREENBOOK”, paragraph (2), ADD the following:

- e) Crumb rubber shall be a product of recycled material from the City if unavailable from the San Diego County region.

ADD:

203-5.6 **Rubber Polymer Modified Slurry (RPMS).**

203-5.6.1 **General.**

1. Rubber polymer modified slurry (RPMS) is a crumb rubber asphalt slurry-seal surface treatment. RPMS shall be a stable mixture of asphaltic emulsion, mineral aggregate, set-control additives, specially produced and graded crumb rubber, polymer, mineral fillers, carbon black, and water. The materials for RPMS shall conform to 203-5.4, “Emulsion-Aggregate Slurry (EAS)” and these specifications. Mixing and spreading of RPMS shall be as described in 302-4.12, “Rubber Polymer Modified Slurry (RPMS)”.
2. RPMS shall be used for this Contract.

203-5.6.2 Materials.

1. The ingredients of RPMS immediately prior to the mixing shall conform to the following:

a) Asphaltic emulsion shall be a quick-set type and shall conform to the requirements of CQS-1h and to the following requirements in accordance with the specified test methods:

Quality Tests for Emulsion	Test	Requirements
AASHTO T59	Residue after Distillation	60% min.
ASTM D244		
Quality Tests for Residue	Test	Requirements
AASHTO T49	Penetration at 77° F (25° C)	40% - 90%
ASTM D2397		

b) Quick setting Type CQS-1h Asphaltic Emulsion shall test positive for Particle Charge when tested in accordance with the applicable ASTM test designation. If the Particle Charge Test result is inconclusive, the asphaltic emulsion shall meet a pH requirement of 6.7 maximum.

c) Water shall be potable and of such quality that the asphalt will not separate from the emulsion before the application of slurry seal.

d) If necessary for workability, a set-control agent that will not adversely affect the RPMS material may be added.

e) Polymer additive shall be SBR Latex or approved equal, which is added at a minimum of 2% by weight of the asphaltic emulsion.

f) Crumb Rubber.

i. Crumb rubber shall be ambient granulated or ground from whole passenger tires, truck tires, or a combination only in conformance with the requirements indicated in Tables 203-5.6.2 (A), 203-5.6.2 (B), and 203-5.6.2 (C).

ii. Un-curing or de-vulcanized rubber shall not be acceptable. Rubber tire buffing from either recapping or manufacturing processes may not be used as a supplement to the crumb rubber mixture.

iii. In order to remove steel and fabric, an initial separation stage which subjects the rubber to freezing temperatures may be used.

- iv. The crumb rubber shall not be elongated or hair-like in shape and individual particles shall not be greater than 1/20 of an inch in length.
- v. The crumb rubber shall be free of contaminants including fiber, metal, and mineral matter within the following tolerances: the fiber content shall be less than 0.30% by weight and the crumb rubber shall be free of metal particles. Metal imbedded in rubber particles shall not be allowed. The amount of mineral contaminants allowed shall not exceed 0.10% by weight.
- vi. The crumb rubber shall be dry with a moisture content of less than 0.75%.

TABLE 203-5.6.2 (A)

CRUMB RUBBER CHEMICAL PROPERTIES SPECIFICATION

Property	Specification Limits
Specific Gravity	1.15 ± .05
Percent of Carbon Black	35.0 Maximum
Percent of Rubber Hydrocarbon	55.0 Maximum
Percent Ash	6.0 Maximum
Percent of Acetone Extract	10.0 Maximum
Percent of Chloroform Extract	3.0 Maximum
Percent Natural Rubber	40 Minimum

TABLE 203-5.6.2 (B)

CRUMB RUBBER GRADATION REQUIREMENTS

Sieve Size	Percent Passing
No. 30	100
No. 40	90 - 100
No. 50	75 - 85
No. 100	25 - 35
No. 200	0 - 10

TABLE 203-5.6.2 (C)

TESTING METHODS FOR CRUMB RUBBER ANALYSIS

Property	Test Method
Specific Gravity	ASTM D1817
Carbon Black	ASTM D297
Ash	ASTM D297
Chloroform Extract	ASTM D297
Natural/Synthetic Rubber	ASTM D297
Sieve Analysis	ASTM C136

- vii. Carbon black solution shall be non-ionic in charge and liquid in form. The carbon black shall be compatible with the emulsion system, polymers, and additives being used and shall conform to the requirements indicated in 203-5.6.2 (D) and ASTM D1511.

TABLE 203-5.6.2 (D)

Specification	Tolerances
Total Solids	40 - 44
% Black by Weight	35 - 37
Type Black	Medium Furnace Color
Type Dispersing	Non-ionic

- viii. Additives may be used to accelerate or retard the break-set of the RPMS. The use of additives shall be in quantities specified in the mix design.
- ix. Mineral filler such as Portland cement, hydrated lime, limestone dust, fly ash, or other approved filler meeting the requirements of ASTM D242 shall be used if required by the mix design and may be used to facilitate set times as needed. Any cement used shall be considered as part of the dry aggregate weight for mix design purposes.
- x. The mineral aggregate used shall be the type and grade specified for the particular Type of RPMS. The aggregate shall be manufactured crushed stone such as granite, slang, limestone, chat, other high quality aggregate, or a combination thereof. Aggregate shall consist of rock dust except that 100% of any aggregate of combination of aggregates larger than the No. 50 sieve size used in the mix shall be obtained by crushing

rock. The material shall be free from vegetable matter and other deleterious substances. The aggregate shall be free of caked lumps and oversized particles. The aggregate shall also conform to the following requirements in Table 203-5.6.2 (E).

TABLE 203-5.6.2 (E)

Test	California Test	Requirements
Sand Equivalent	217	45 min.
Durability Index	229	55 min.

- xi. Crumb rubber shall be a product of recycled material from the City if unavailable from the San Diego County region.

203-5.6.3 Composition and Grading.

1. The percentage composition by weight of the aggregate shall conform to the requirements indicated in the tables below when determined by California Test 202 and modified by California Test 105 when there is a difference in specific gravity of 0.20 or more between blends of different aggregates.

TABLE 203-5.6.3 (A)

TYPE I SLURRY SEAL GRADATION

Sieve Size	Percentage Passing	Stockpile Tolerance
No.4	100	± 5%
No.8	90 - 100	± 5%
No.16	65 - 90	± 5%
No.30	40 - 60	± 5%
No.50	25 - 42	± 4%
No.200	10 - 20	± 2%

TABLE 203-5.6.3 (B)

TYPE II SLURRY SEAL GRADATION

Sieve Size	Percentage Passing	Stockpile Tolerance
No.3/8	100	± 5%
No.4	90 - 100	± 5%
No.8	65 - 90	± 5%
No.16	45 - 70	± 5%
No.30	30 - 50	± 5%
No.50	18 - 36	± 4%
No.100	10 - 24	± 3%
No.200	5 - 15	± 2%

TABLE 203-5.6.3 (C)

TYPE III SLURRY SEAL GRADATION

Sieve Size	Percentage Passing	Stockpile Tolerance
No.3/8	100	± 5%
No.4	70 - 90	± 5%
No.8	45 - 70	± 5%
No.16	28 - 50	± 5%
No.30	19 - 34	± 5%
No.50	12 - 25	± 4%
No.100	7 - 18	± 3%
No.200	5 - 15	± 2%

2. The job mix (target) gradation shall be within the gradation band for the desired type. After the target gradation has been submitted, the percent passing each sieve shall not be more than the stockpile tolerance.
3. The aggregate shall be accepted at the Site or stockpile. The stockpile shall be accepted based on 5 gradation tests according to California Test 202, modified by California Test 105 when there is a difference in specific gravity of 0.2 or more between blends of different aggregates. If the average of the 5 tests is within the gradation tolerances, then the material will be accepted. If the test shows the material to be out, you may choose to remove the material or blend other aggregates with the stockpile material to bring it into compliance with these specifications. Materials used in blending shall meet the quality test before blending and shall be blended in a manner to produce a consistent gradation.
4. When the results of either the Aggregate Grading or the Sand Equivalent test do not conform to the requirements specified, the aggregate shall be removed. However, if requested in writing and approved by the Engineer, the aggregate may be used and you shall pay to the agency \$1.75 per ton for such aggregate left in place. No single aggregate grading or sand equivalent tests shall represent more than 300 tons or one day's production, whichever is smaller.

203-5.6.4 Mix Design.

1. Before Work begins, you shall submit laboratory reports of mix designs performed in accordance with the tests identified in Table 203-5.6.4 at your expense and shall utilize the specific materials to be used on the project. The design shall be prepared by a laboratory experienced in designing rubber asphalt slurry-seal surface treatments. After the mix design is approved, no substitution shall be made unless approved by the Engineer. The proposed rubber asphalt slurry-seal surface treatment mix design shall verify compatibility of the aggregate, emulsion, mineral filler, set-control additive, and rubber blend.

TABLE 203-5.6.4

Test	Description	Specification
ISSA T-106	Slurry Seal Consistency	Pass
ISSA TB-109	Excess Asphalt	50 grams/ft ² maximum
ISSA TB-100 (Type I)	The Wet Track Abrasion	50 grams/ ft ² maximum
ISSA TB-100 (Type II)	The Wet Track Abrasion	60 grams/ ft ² maximum
ISSA TB-100 (Type III)	The Wet Track Abrasion	60 grams/ ft ² maximum
ISSA TB-113	Mixing Time	Controllable to 150 seconds minimum
ISSA TB-114	The Wet Stripping	Pass

2. The Mixing Time test shall be done at the highest temperatures expected during construction. The original lab report shall be signed by the laboratory that performed the mix design and shall show the results of the tests on individual materials. The report shall clearly show the proportions of aggregate, mineral filler (minimum and maximum), water (minimum and maximum), additive (s) (usage), asphalt emulsion, and asphalt rubber blend based on the dry weight of the aggregate.
3. Component materials used in the mix design shall be representative of your proposed materials. The percentage of each individual material required shall be shown in the laboratory report. Adjustments may be required during the construction based on field conditions.
4. The component materials shall be within the following limits:
 - a) Residual Asphalt Type I, 10% - 16% based on dry weight of aggregate.
 - b) Residual Asphalt Type II, 7.5% - 13.5% based on dry weight of aggregate.
 - c) Residual Asphalt Type III, 6.5% - 12% based on dry weight of aggregate.
 - d) The crumb rubber will be added to the rubberized slurry mix at a rate of 5% by volume to the asphalt cement.
 - e) Polymer additive shall be added at 2% of finished emulsion.
 - f) Carbon Black shall be added at 1.3% to 2% of the finished emulsion.
 - g) Mineral filler shall be 0.5% - 2.0% (if required by mix design) based on dry weight of aggregate.

- h) Additives, as needed.
- i) Water, as needed to achieve proper mix consistency (total mix liquids shall not exceed the loose aggregate voids).

SECTION 217 – BEDDING AND BACKFILL MATERIALS

217-2.2 Stones, Boulders, and Broken Concrete. To the “GREENBOOK”, Table 217-2.2, DELETE in its entirety and SUBSTITUTE with the following:

TABLE 217-2.2

Zone	Zone Limits	Maximum Size (greatest dimension)	Backfill Requirements in Addition to 217-2.1
Street or Surface Zone	From ground surface to 12" (300 mm) below pavement subgrade or ground surface	2.5" (63 mm)	As required by the Plans or Special Provisions.
Street or Surface Zone Backfill of Tunnels beneath Concrete Flatwork		Sand	Sand equivalent of not less than 30.
Trench Zone	From 12" (300 mm) below pavement subgrade or ground surface to 12" (300 mm) above top of pipe or box	6" (150 mm)	
Deep Trench Zone (Trenches 3' (0.9 m) wide or wider)	From 60" (1.5 m) below finished surface to 12" (300 mm) above top of pipe or box	Rocks up to 12" (300 mm) excavated from trench may be placed as backfill	
Pipe Zone	From 12" (300 mm) above top of pipe or box to 6" (150 mm) below bottom of pipe or box exterior	2.5" (63 mm)	Sand equivalent of not less than 30 or a coefficient of permeability greater than 1-½ inches/hour (35 mm per hour).
Overexcavation	Backfill more than 6" (150 mm) below bottom of pipe or box exterior	6" (150 mm)	Sand equivalent of not less than 30 or a coefficient of permeability greater than 1-½ inches/hour (35 mm per hour). Trench backfill slurry (100-E-100) per 201-1 may also be used.

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

301-1.6 Adjustment of Manhole and Gate Valve Frames and Covers to Grade. To the “WHITEBOOK”, BEFORE Item 1, ADD the following:

Manhole, Sewer, and Water covers shall be raised to be level with the surrounding pavement surface when such appurtenances are a minimum of one inch (1") below the surface. Engineer to approve location prior to raising.

Appurtenances extending more than one inch (1") above the road surface shall be marked out as a mill & pave and asphalt ramped to smooth transition.

301-1.7 Payment. To the "WHITEBOOK", item 4, 5, and 6, DELETE in its entirety and SUBSTITUTE with the following:

4. Payment for raising appurtenances to grade, including manholes and valve covers, all casings, rings, extensions, concrete collars, and any other material, shall be included in the Bid item for "**Raise Appurtenance to Grade (Water, Sewer)**" for each appurtenance raised.

301-1.8 Adjustment of Survey Monuments to Grade. To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

1. The casing and cover for survey monuments shall be adjusted to the new grade using riser rings, when such appurtenances are 1.5" to 3.75" below the surface, in accordance with Standard Drawing M-10A, "Street Survey Monument Overlay Adjustment" and Standard Drawing M-10B, "Street Survey Monument Notes".
2. The Survey Monument Precast Concrete Pipe Box shall be reconstructed in accordance with Standard Drawings M-10 and Standard Drawing M-10A for survey monuments that are greater than 0.5" and less than 1.5" below the surface.
3. The Survey Monument Precast Concrete Pipe Box shall be reconstructed in accordance with Standard Drawings M-10 and Standard Drawings M-10A for survey monuments that are greater than 3.75" below the surface.

301-1.8.1 Payment. To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

1. The payment for adjusting existing survey monument casing, frame, ring, covers, extensions, grout, brick support, sand base and any other material to grade shall be included in the Bid item for "**Adjust Survey Monument to Grade**" for each survey monument raised.
2. The payment for reconstructing the Survey Monument Precast Concrete Pipe Box, monument casing, frame, ring, covers, extensions, grout, brick support, sand base, and any other material required to reconstruct the survey monument precast concrete pipe box shall be included in the Bid item for "**Reconstruct Survey Monument Box**" for each the Survey Monument Precast Concrete Pipe Box reconstructed.

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

2. Payment for Class II Base material installed shall be made at the Contract Unit Price for "**Class II Base**" per ton and includes all necessary works such as excavation, hauling and disposal, preparatory works, root pruning, and compaction. No additional payment shall be made for hauling and disposal of

concrete, rubberized material, steel reinforcement, or any other material that may be encountered.

SECTION 302 – ROADWAY SURFACING

302-1.1 General. To the “WHITEBOOK”, ADD the following:

13. Edges of milled areas shall be cut cleanly. The outside edges of the milled pavement may have a radius transition on the sides parallel to the cutting drum.
14. The presence of roots, pavement fabric, concrete, rubberized material or steel reinforcement within the depth to be cold milled have not been noted, marked out in the field, or quantified.
15. All milling shall be performed in such a manner as to improve drainage, eliminate ponding, and re-establish gravity flow across intersections.
16. Material removed, regardless of removal method, shall be disposed of at a legal site.

302-1.6 Cold Milling of Composite Pavements. To the “WHITEBOOK”, DELETE in its entirety and SUBSTITUTE with the following:

1. The areas and depths of composite pavement to be cold milled, sawn, or cut have not been identified in the field nor the Contract Documents.

302-1.6.1 Cold Milling of Asphalt Concrete with Pavement Fabric Material. To the “WHITEBOOK”, DELETE in its entirety and SUBSTITUTE with the following:

1. The area of pavement containing pavement fabric has not been measured out in the field, quantified, or identified in the Contract Documents.
2. Any pavement fabric encountered within the depth to be cold milled shall be disposed of at an approved facility within the jurisdiction of work.

302-1.9 Traffic Signal Loop Detectors. To the “WHITEBOOK”, ADD the following:

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

302-1.12 Payment. To the “WHITEBOOK”, item 1 and item 4, DELETE in their entirety and SUBSTITUTE with the following:

1. The payment for the installation of traffic detector loops and conduits shall be included in the Bid item for “**Traffic Detector Loop Replacement or Conduit Stub Installed**” for each loop or conduit installed. No additional payment shall be made for loop, detector, or conduit type.

No additional payment shall be made for milling, grinding, or saw cutting concrete, asphalt pavement fabric, and any other material that may be encountered during the installation.

4. The payment for cold milling of existing pavement shall be included in the contract bid unit price for which the milling is required ("**Asphalt Pavement Repair**", "**Class II Base**"), including hauling and disposal of milled material.

No additional payment shall be made for root pruning, milling, grinding, hauling, disposal or saw cutting concrete, and any other material that may be encountered during the installation.

No additional payment shall be made for the milling and grinding of pavement fabric.

To the "WHITEBOOK", ADD the following:

5. The payment for hauling and disposal of asphalt pavement fabric shall be included in the bid item "**Asphalt Concrete with Pavement Fabric Material**" per ton.

Payment for milling, grinding, or saw cutting asphalt pavement fabric shall be included in the contract bid unit price for which the milling is required ("Asphalt Pavement Repair", "Class II Base")

302-3

PREPARATORY REPAIR WORK. To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

1. Prior to the application of slurry, you shall complete all necessary preparation and repair work to the road segment e.g., tree trimming, weed abatement, weed spraying, crack sealing, asphalt repair, removal of humps and pavement irregularities, raising appurtenances and survey monuments, removal of raised pavement markers, removal of pavement markings, and any other work and as specified in the Special Provisions and Contract Documents.
2. Most areas of damaged asphalt requiring Asphalt Pavement Repair have been marked out in the field as "MP" or "DO" (mill & pave or dig-out). Mill & paves shall have a minimum depth of 2", and dig-outs, also called base repairs, shall have a minimum depth of 10".
3. The minimum repair area shall be 4 feet by 4 feet regardless of mark out.
4. You shall repair marked out areas of distressed asphalt concrete pavement by milling, grinding, or saw cutting to remove damaged areas of pavement in accordance with 302-1.1, "General" to expose firm and unyielding pavement, base or native. Unyielding pavement will have no visible cracks and unyielding base or native will be properly compacted, as determined by the Engineer. If cracks are visible, then pavement is not unyielding and shall require additional depth be removed. You shall prepare subgrade as needed and install a maximum of 5" compacted asphalt concrete pavement over compacted base material to be level with adjacent roadway surface.
5. If, in order to achieve the minimum specified depth, the base material is exposed, then the existing base material, as well as additional base material

shall be compacted to 95% relative compaction to a depth 5" below the finished grade (dig-out).

6. Compaction tests shall be made to ensure compliance with the specifications. The Engineer will determine when and where the test will occur. The City will pay for the soils testing required by the Engineer, which meets the required compaction. You shall reimburse the City for the cost of retesting failing compaction tests. If additional base material is required, you shall use Class II Aggregate Base in accordance with 200-2.2 and 200-2.9, "Crushed Aggregate Base" and "Class 2 Aggregate Base" respectively. The base material shall be prepared conforming to 301-1, "Subgrade Preparation."
7. Recycled base material shall conform to Crushed Miscellaneous Base Material in accordance with 200-2.4, "Crushed Miscellaneous Aggregate Base."
8. Prior to replacing asphalt, the area shall be cleaned by removing all loose and damaged material, moisture, dirt, and other foreign matter and shall be tack coated in accordance with 302-5.4 "Tack Coat."
9. When milling and/or grinding asphalt pavement and you encounter solid, level unyielding PCC trench caps or appurtenance collars before reaching a minimum depth of 2", then you shall place enough asphalt concrete pavement to bring the surface to be level with the adjacent roadway.
10. You shall install new asphalt within the repair area or for patches in accordance with 302-5, "ASPHALT CONCRETE PAVEMENT". Asphalt concrete shall be B3 PG 64-10 (3/4") and C2-PG 64-10 (1/2") in compliance with 203-6, "ASPHALT CONCRETE".
11. Base repairs shall not exceed 20% RAP in content.
12. No preparatory asphalt work shall be done when the atmospheric temperature is below 50 °F or during unsuitable weather.
13. Following the asphalt replacement, you shall roll the entire area of new asphalt in both directions at least twice. The finished patch shall be level and smooth in compliance with 302-5.6.2 "Density and Smoothness."
14. After placement and compaction of the asphalt repair, the Contractor shall seal all finished edges with a 4" wide continuous band of SS-1H.

302-3.1 Asphalt Patching. To the "WHITEBOOK", item 4, DELETE in its entirety.

To the "WHITEBOOK", items 1, 2, 5, and 9, DELETE in their entirety and SUBSTITUTE with the following:

1. Miscellaneous asphalt patching shall consist of patching potholes and gutter-line erosion, and skin patching other low spots in the pavement that are deeper than 1/4" per 302-5.6.2, "Density and Smoothness". These areas are generally smaller and more isolated than those areas in need of mill and pave.
2. The areas requiring patching have not been identified in the Contract Documents, nor in the field. You and/or the Engineer shall identify areas that may require patching prior to slurry work to ensure the smoothness and quality of the finished product.

5. You shall remove distressed asphalt pavement either by saw cutting or milling to expose firm and unyielding pavement, prepare subgrade (as needed), and install compacted asphalt concrete pavement over prepared subgrade per 301-1, "Subgrade Preparation".
9. Base repairs shall not exceed 20% RAP in content.

302-3.2

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

1. The payment for the preparatory works shall be included in the Contract Unit Bid Item for which preparation works are performed, unless it is specified as a separate Bid Item.
2. The areas and quantities shown on the road segments and in the appendices are given only for your aid in planning the Work and preparing Bids. The Engineer will designate the limits to be removed and prepared and these designated areas shall be considered to take precedent over the areas shown in an Appendix to the Contract Documents. The quantities shown in the appendices are based on a street assessment survey and may vary. No payment shall be made for areas of over excavation as determined by the Engineer.
3. At the end of each day, you shall submit to the Engineer an itemized list of the asphalt pavement and base repair work completed. The list shall include the location of the work, the exact square footage of the repair, tons of asphalt placed, and tons of base material placed.
4. Asphalt pavement repair, including both mill & paves and base repair dig-outs, shall be paid at the Contract unit price per ton for "**Asphalt Pavement Repair**". No Payment shall be made for areas of over excavation as determined by the Engineer.
5. The payment for preparatory repair asphalt works shall be paid at the Contract Unit Price for "**Asphalt Pavement Repair**" and "**Class II Base**", per 301-2.4 "Measurement and Payment", for each ton placed and includes milling, grinding, hauling, disposal or saw cutting of existing pavement, tree trimming, tack coating, compaction, and all other necessary work related to asphalt pavement installation.

No additional payment shall be made for milling, grinding, or saw cutting concrete, pavement fabric, rubberized material, steel reinforcement, or any other material.
6. Miscellaneous asphalt patching and tack coat shall be included in the unit price for Bid Item "**Asphalt Pavement Repair**" and no additional payment shall be made regardless of number and location of patches.

302-4.12.2.1

General. To the "WHITEBOOK", add the following:

3. When Type I is to be applied over Type II slurry, or Type II is to be applied over Type III slurry, corrective action in accordance with 302-4.11.1.2, "Reduction in Payment Based on WTAT" such as reductions in payment, non-payment, or

removal of material not meeting specification, as directed by the Engineer, shall be executed prior to the application of the surface material.

4. Where multiple layers of RPMS are specified, the first layer, regardless of Type, shall be placed a minimum of 1' from concrete gutters.

ADD:

302-4.12.2.1.1 Slurry Treatment.

1. When slurry treatment is required by the Contract Documents, notify the Engineer at least 10 Working Days prior to the first application of slurry. The Engineer, upon assessment of street condition and classification, will verify the slurry type to be applied.
2. Application of sequential layers of slurry shall not commence until approved by the Engineer and until the following have been completed:
 - a) Mix design and wet track abrasion testing for the first-step slurry application has been approved by the Engineer. Unless otherwise directed by the Engineer, this testing may require 4 Working Days from field sampling to reporting of test results to the Engineer.
 - b) Corrective actions have been executed in accordance with 302-4.11.1.2, "Reduction in Payment Based on WTAT" such as reductions in payment, non-payment, or removal of material not meeting specifications, as directed by the Engineer.

302-4.12.4 Measurement and Payment. To the "WHITEBOOK", item 2, DELETE in its entirety and SUBSTITUTE with the following:

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

BID DESCRIPTION	UNIT
Rubber Polymer Modified Slurry (RPMS) Type I	SF
Rubber Polymer Modified Slurry (RPMS) Type I Over Type II	SF
Rubber Polymer Modified Slurry (RPMS) Type II Over Type III	SF
Rubber Polymer Modified Slurry (RPMS) Type I (Bike Lane)	SF

The Bid items for RPMS shall include full compensation for the specified surface preparation not included in other Bid items and shall include the Work necessary to construct the RPMS as specified on the Plans. Sweeping, removals, and furnishing the aggregate required for the mix design shall also be included in this Bid item

302-5.9 Measurement and Payment. To the "WHITEBOOK", item 2, DELETE in its entirety.

302-7.4 Payment. To the "WHITEBOOK", DELETE in its entirety.

302-14.5 **Payment.** To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

1. Crack seal installed will be paid at the Contract unit price per linear foot for "**Crack Seal**".

SECTION 304 – METAL FABRICATION AND CONSTRUCTION

304-5 **PAYMENT.** To the "WHITEBOOK", REVISE section "**304-5**" to "**304-6**".

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

314-1 **General.** To the "GREENBOOK", ADD the following:

1. All crosswalks required for this contract shall be in conformance with Standard Drawing SDM-116 for Continental Crosswalks.
2. Install all traffic striping, pavement markings, pavement markers and devices within **15 Working Days** after the last coat of slurry has been applied in accordance with current standards regardless of the existing conditions and installation will include the proposed striping modifications as identified in the Contract Documents. All striping modifications shall be coordinated by the Engineer.

314-2.3 **Payment.** To the "GREENBOOK", DELETE in its entirety and SUBSTITUTE with the following:

1. Payment for all work, material, labor, costs, and time associated with the removal of traffic striping, pavement markings and thermoplastics, pavement markers and devices shall be made at the contract unit price for "**Removal of Traffic Striping and Curb Markings**" per linear foot.

314-3.3 **Payment.** To the "GREENBOOK", DELETE in its entirety and SUBSTITUTE with the following:

See 314-2.3

314-4.3.7 **Payment.** To the "GREENBOOK", DELETE in its entirety and SUBSTITUTE with the following:

1. Payment for all work, material, labor, costs, and time associated with installation of painted traffic stripes in accordance with the Striping Plans will be made at the contract unit price for "**Painted Traffic Stripes and Painted Curb Markings**" per linear foot for traffic stripes installed including 4" Solid Yellow Stripe, 4" Solid Double Yellow Stripe, 4" Solid White Stripe, 4" Skip Yellow Stripe, 4" Skip White Stripe, 6" Solid White Stripe, 6" Skip White Stripe, 8" Solid White Stripe, 8" Solid White Stripe (w/RPM), and 8" Skip White Stripe.

2. Payment for all work, material, labor, costs, and time associated with the installation of painted pavement markings in accordance with the Striping Plans will be made at the contract unit price for the following Bid items:
 - a) Parking Space Marking (T's)
 - b) Angled Parking Stall Markings
 - c) Bike Lane Symbol with Person
 - d) Bike Lane Arrow
 - e) Shared Roadway Bicycle Marking
 - f) 'STOP' Pavement Marking (Custom)
 - g) Green Paint Treatment
3. No separate payment will be made for establishing alignment for stripes and layout work.

314-4.4.6 Payment. To the "GREENBOOK", DELETE in its entirety and SUBSTITUTE with the following:

1. Payment for all work, material, labor, costs, and time associated with the installation of thermoplastic pavement markings and striping will be made at the contract unit price for the following Bid items:
 - a) 1'-0" Thermoplastic Limit Line Pavement Marking - White
 - b) Thermoplastic Continental Crosswalk Pavement Markings
 - c) Pavement Marking Arrows
 - d) 'STOP' Pavement Marking
2. No separate payment will be made for establishing alignment for stripes and layout work.

314-5.7 Payment. To the "GREENBOOK", DELETE in its entirety and SUBSTITUTE with the following:

Payment for all work, material, labor, costs, and time associated with the installation of retroreflective pavement markers on the pavement surface will be made at the contract unit bid price for "**Retroreflective Pavement Marker**" for each type of pavement marker placed on the pavement surface.

SECTION 600 - ACCESS

**ADD:
600-1**

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

5. If the City's crews are unable to provide the citizens with the mandated services due to your failure to comply with these specifications, you shall

collect trash, recyclables, and yard waste on the City's schedule and deliver to the City's designated locations. If you fail to perform this Work, you shall incur additional costs for the City to reschedule pick up of an area.

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

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

6. Engineered TCP (2 foot x 3 foot size) shall be required for the following areas:
 - a) W Beech St near MTS Right-of-Way
 - b) 6th Ave near MTS Right-of-Way
 - c) 7th Ave near MTS Right-of-Way
 - d) J St near MTS Right-of-Way
 - e) 3rd Ave near Caltrans Right-of-Way

601-2.1.4 Traffic Control for Resurfacing and Slurry Sealing. To the "WHITEBOOK", item 6, ADD the following:

The "NO PARKING – TOW AWAY ZONE" shall include "NO DRIVING" on streets that are closed to all traffic during construction. For each street segment, in addition to resurfacing and slurry sealing, you shall post "NO PARKING" signs for any required preparatory work such as, but not limited to, asphalt pavement repair (mill & pave and dig-out), crack seal, and tree trimming.

ADD:

601-3.6.1.1 Flexible Delineators.

1. Flexible delineators and aluminum anchor cups will be installed per the specifications in **Appendix J**.
2. Delineators shall be placed and installed at locations as specified in the attached striping plans.

601-6 Payment. To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

1. The payment for all temporary traffic control Work, including any traffic control devices that may be required by the City, shall be made at the Contract lump sum price for "**Traffic Control Including Engineered Traffic Control Plans and Permits.**"
2. No separate or additional payment shall be made for the following: operation, maintenance, repair, or replacement of Temporary Traffic Control (TTC) zone devices; all traffic control devices, required signs, notices, and detours; Work Drawings, Traffic Control Plans: labor; and traffic control for grinding, resurfacing, striping, loop installation, and any other material relating to traffic control work.

3. Payment for engineered traffic control plans submitted for Caltrans, MTS, and NCTD permits shall be included in the lump sum bid price for **“Traffic Control Including Engineered Traffic Control Plans and Permits”**
4. Payment for all work, material, labor, costs, and time associated with the installation of flexible delineators and aluminum anchor cups in accordance with 601-3.6.1.1 shall be made at the contract unit bid price for **“Flexible Delineator”** for each delineator installed.

EQUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP) SECTION A – GENERAL REQUIREMENTS

- 4.1 Nondiscrimination in Contracting Ordinance.** To the “WHITEBOOK”, subsection 4.1.1, paragraph (2), sentence (1), DELETE in its entirety and SUBSTITUTE with the following:

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.

END OF SUPPLEMENTARY SPECIAL PROVISIONS (SSP)

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 92101-2422

FROM: CITY OF SAN DIEGO
PLANNING DEPARTMENT
9485 AERO DRIVE, MS 413
SAN DIEGO, CA 92123

____ OFFICE OF PLANNING AND RESEARCH
1400 TENTH STREET, ROOM 121
SACRAMENTO, CA 95814

PROJECT NO.: N/A

PROJECT TITLE: Downtown Mobility Plan Phase 1 & 2 Interim Implementation (Slurry Seal)

PROJECT LOCATION-SPECIFIC: Downtown Community Plan Area / Council District 3

PROJECT LOCATION: SEE ATTACHMENT A, "LOCATION LIST" FOR SPECIFIC LOCATIONS.

DESCRIPTION OF PROJECT: The project involves furnishing all labor, materials, equipment, services, and construction related to slurry seal work on existing paved roadways in various areas throughout the City of San Diego. Additional work includes: placement of rubber polymer modified slurry (RPMS); crack sealing; removal of humps and pavement irregularities; asphalt mill and pave, and dig outs; pavement base repairs; replacing traffic signal detection loops and stub outs; installing delineators; adjusting existing City manhole frames and covers to grade; street and sidewalk sweeping; removal and replacement of existing thermoplastic striping and markings/legends; traffic control drawings and permits; storm drain inlet protection; installation of inlet markers; sediment control; and possible night and weekend work. All work would occur within the public right-of-way (paved streets) or previously disturbed non-sensitive areas only, and outside of the City's Multi-Habitat Planning Area (MHPA). No sensitive vegetation would be impacted or removed. The project includes storm water Best Management Practices (BMPs) for erosion control and preventing discharge, and a Traffic Control Plan (TCP) would be implemented throughout construction.

NAME OF PUBLIC AGENCY APPROVING PROJECT: City of San Diego

NAME OF PERSON OR AGENCY CARRYING OUT PROJECT: City of San Diego, Transportation & Storm Water Department - Street Division; Contact: Aida Vance, P.E., Assistant Engineer - Civil; 2781 Caminito Chollas, San Diego, CA 92105; (619) 527-8074.

EXEMPT STATUS: (CHECK ONE)

- MINISTERIAL (_____)
- DECLARED EMERGENCY [SEC. 15269 (A)]
- EMERGENCY PROJECT [SEC. 15269 (B) AND (C)]
- CATEGORICAL EXEMPTION: SECTION 15301 (EXISTING FACILITIES)
- OTHER:

REASONS WHY PROJECT IS EXEMPT: The City of San Diego conducted an environmental review and determined the project is exempt from CEQA pursuant to State CEQA Guidelines Section 15301 (Existing Facilities) which allows for, among other activities, minor alterations of existing public or private facilities involving negligible or no expansion of use, such as work for existing highways and streets, sidewalks, gutters, bicycle and pedestrian trails, including road grading for the purpose of public safety; and where

the exceptions listed in CEQA Section 15300.2 would not apply in that no cumulative impacts were identified; no significant effects on the environment were identified; the project is not adjacent to a scenic highway; and no historical resources would be affected by the action.

As to the exception for hazardous materials, there are locations listed on GeoTracker and EnviroStor within 1,000 feet of the right-of-way. While these locations are listed, the proposed project would not involve ground disturbance which would expose potential hazardous materials, and as such would not preclude the use of a CEQA exemption pursuant to Section 65962.5 of the Government Code.

CONTACT PERSON: Rebecca Malone, Senior Planner

TELEPHONE: (619) 446-5371

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

Rebecca Malone

SENIOR PLANNER

MAY 16, 2018

SIGNATURE/TITLE

DATE

CHECK ONE:

- SIGNED BY LEAD AGENCY
- SIGNED BY APPLICANT

DATE RECEIVED FOR FILING:

Attachment A: Location List

Segment ID	Street Name	Cross Street 1	Cross Street 2	Council District	Community Planning Area	Hazardous Waste Site Pursuant to Section 65962.5 (Yes or No)*
SS-000055	2nd Ave.	Beech St.	Cedar St.	3	Downtown	Yes**
SS-000057	2nd Ave.	A St.	Ash St.	3	Downtown	Yes**
SS-000056	2nd Ave.	Ash St.	Beech St.	3	Downtown	Yes**
SS-000091	3rd Ave.	Ash St.	Beech St.	3	Downtown	Yes**
SS-000093	3rd Ave.	B St.	A St.	3	Downtown	Yes***
SS-000090	3rd Ave.	Beech St.	Cedar St.	3	Downtown	Yes**
SS-000092	3rd Ave.	A St.	Ash St.	3	Downtown	Yes***
SS-000225	6th Ave.	G St.	F St.	3	Downtown	Yes***
SS-000223	6th Ave.	E St.	Broadway	3	Downtown	Yes***
SS-000221	6th Ave.	C St.	B St.	3	Downtown	Yes***
SS-000224	6th Ave.	F St.	E St.	3	Downtown	Yes***
SS-000219	6th Ave.	A St.	Ash St.	3	Downtown	Yes***
SS-000230	6th Ave.	L St.	K St.	3	Downtown	Yes***
SS-000228	6th Ave.	J St.	Island Ave.	3	Downtown	Yes***
SS-000227	6th Ave.	Island Ave.	Market St.	3	Downtown	Yes***
SS-000229	6th Ave.	K St.	J St.	3	Downtown	Yes***
SS-000220	6th Ave.	B St.	A St.	3	Downtown	Yes***
SS-000222	6th Ave.	Broadway	C St.	3	Downtown	Yes***
SS-000226	6th Ave.	Market St.	G St.	3	Downtown	Yes***
SS-000218	6th Ave.	Ash St.	Beech St.	3	Downtown	Yes***
SS-000245	7th Ave.	B St.	A St.	3	Downtown	Yes***
SS-000247	7th Ave.	Broadway	C St.	3	Downtown	Yes***
SS-000244	7th Ave.	A St.	Ash St.	3	Downtown	Yes***
SS-000250	7th Ave.	G St.	F St.	3	Downtown	Yes***
SS-000249	7th Ave.	F St.	E St.	3	Downtown	Yes***
SS-000248	7th Ave.	E St.	Broadway	3	Downtown	Yes***
SS-000246	7th Ave.	C St.	B St.	3	Downtown	Yes***
SS-000292	9th Ave.	Broadway	C St.	3	Downtown	Yes***
SS-000295	9th Ave.	G St.	F St.	3	Downtown	Yes***

Attachment A: Location List

Segment ID	Street Name	Cross Street 1	Cross Street 2	Council District	Community Planning Area	Hazardous Waste Site Pursuant to Section 65962.5 (Yes or No)*
SS-000293	9th Ave.	E St.	Broadway	3	Downtown	Yes***
SS-000298	9th Ave.	J St.	Island Ave.	3	Downtown	Yes***
SS-000297	9th Ave.	Island Ave.	Market St.	3	Downtown	Yes***
SS-000294	9th Ave.	F St.	E St.	3	Downtown	Yes***
SS-000296	9th Ave.	Market St.	G St.	3	Downtown	Yes***
SS-003867	Beech St.	2nd Ave.	3rd Ave.	3	Downtown	Yes**
SS-003868	Beech St.	3rd Ave.	4th Ave.	3	Downtown	Yes**
SS-003871	Beech St.	5th Ave.	6th Ave.	3	Downtown	Yes**
SS-003870	Beech St.	4th Ave.	5th Ave.	3	Downtown	Yes**
SS-003866	Beech St.	1st Ave.	2nd Ave.	3	Downtown	Yes***
SS-014093	India St.	W Ash St.	W Beech St.	3	Downtown	Yes***
SS-014377	J St.	11th Ave.	Park Bl.	3	Downtown	Yes***
SS-014374	J St.	9th Ave.	10th Ave.	3	Downtown	Yes***
SS-014369	J St.	6th Ave.	7th Ave.	3	Downtown	Yes***
SS-014399	J St.	Begin	2nd Ave.	3	Downtown	Yes***
SS-014368	J St.	4th Ave.	5th Ave.	3	Downtown	Yes***
SS-014375	J St.	10th Ave.	11th Ave.	3	Downtown	Yes***
SS-014367	J St.	3rd Ave.	4th Ave.	3	Downtown	Yes***
SS-014371	J St.	7th Ave.	8th Ave.	3	Downtown	Yes***
SS-014370	J St.	5th Ave.	6th Ave.	3	Downtown	Yes***
SS-014372	J St.	8th Ave.	9th Ave.	3	Downtown	Yes***
SS-014366	J St.	2nd Ave.	3rd Ave.	3	Downtown	Yes***
SS-014810	K St.	6th Ave.	7th Ave.	3	Downtown	Yes***
SS-014809	K St.	4th Ave.	5th Ave.	3	Downtown	Yes***
SS-014811	K St.	5th Ave.	6th Ave.	3	Downtown	Yes***
SS-014808	K St.	3rd Ave.	4th Ave.	3	Downtown	Yes***
SS-015202	Kettner Bl.	W Ash St.	W Beech St.	3	Downtown	Yes***
SS-015201	Kettner Bl.	W Beech St.	W Cedar St.	3	Downtown	Yes***
SS-029745	W Beech St.	India St.	Kettner Bl.	3	Downtown	Yes***

Attachment A: Location List

Segment ID	Street Name	Cross Street 1	Cross Street 2	Council District	Community Planning Area	Hazardous Waste Site Pursuant to Section 65962.5 (Yes or No)*
SS-029742	W Beech St.	Kettner Bl.	Pacific Hwy.	3	Downtown	Yes***
SS-029750	W Beech St.	1st Ave.	Front St.	3	Downtown	Yes***
SS-029749	W Beech St.	Front St.	Union St.	3	Downtown	Yes***
SS-029748	W Beech St.	Union St.	State St.	3	Downtown	Yes***
SS-029747	W Beech St.	State St.	Columbia St.	3	Downtown	Yes***
SS-029746	W Beech St.	Columbia St.	India St.	3	Downtown	Yes***

* Based on a search on EnviroStor and GeoTracker.

** Individual sites on GeoTracker listed as open or closed.

*** Individual sites on both EnviroStor and GeoTracker listed as open or closed.

APPENDIX B
FIRE HYDRANT METER PROGRAM

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

1. **PURPOSE**

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

2. **AUTHORITY**

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

Reference

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

3. **DEFINITIONS**

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

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- 3.2 **Temporary Water Use:** Water provided to the customer for no longer than twelve (12) months.
- 3.3 **Backflow Preventor:** A Reduced Pressure Principal Assembly connected to the outlet side of a Fire Hydrant Meter.

4. **POLICY**

- 4.1 The Water Department shall collect a deposit from every customer requiring a fire hydrant meter and appurtenances prior to providing the meter and appurtenances (see Section 7.1 regarding the Fees and Deposit Schedule). The deposit is refundable upon the termination of use and return of equipment and appurtenances in good working condition.
- 4.2 Fire hydrant meters will have a 2 ½" swivel connection between the meter and fire hydrant. The meter shall not be connected to the 4" port on the hydrant. All Fire Hydrant Meters issued shall have a Reduced Pressure Principle Assembly (RP) as part of the installation. Spanner wrenches are the only tool allowed to turn on water at the fire hydrant.
- 4.3 The use of private hydrant meters on City hydrants is prohibited, with exceptions as noted below. All private fire hydrant meters are to be phased out of the City of San Diego. All customers who wish to continue to use their own fire hydrant meters must adhere to the following conditions:
 - a. Meters shall meet all City specifications and American Water Works Association (AWWA) standards.
 - b. Customers currently using private fire hydrant meters in the City of San Diego water system will be allowed to continue using the meter under the following conditions:
 - 1. The customer must submit a current certificate of accuracy and calibration results for private meters and private backflows annually to the City of San Diego, Water Department, Meter Shop.

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

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

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

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

4.7 Relocation of Existing Fire Hydrant Meters

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

4.8 Disconnection of Fire Hydrant Meter

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

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for removal of the meter.

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

5. **EXCEPTIONS**

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

6. **MOBILE METER**

- 6.1 Mobile meters will be allowed on a case by case basis. All mobile meters will be protected by an approved backflow assembly and the minimum requirement will be a Reduced Pressure Principal Assembly. The two types of Mobile Meters are vehicle mounted and floating meters. Each style of meters has separate guidelines that shall be followed for the customer to retain service and are described below:

- a) **Vehicle Mounted Meters:** Customer applies for and receives a City owned Fire Hydrant Meter from the Meter Shop. The customer mounts the meter on the vehicle and brings it to the Meter Shop for

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

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

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

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

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

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7. **FEE AND DEPOSIT SCHEDULES**

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

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

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

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

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

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

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

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

Water Department Director

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

APPENDIX

Administering Division: Customer Support Division

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

Distribution: DI Manual Holders



Application for Fire Hydrant Meter (EXHIBIT A)

(For Office Use Only)

NS REQ	FAC#
DATE	BY

METER SHOP (619) 527-7449

Meter Information

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

Fire Hydrant Location: (Attach Detailed Map//Thomas Bros. Map Location or Construction drawing.) <u>Zip:</u>	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>			

Fire Hydrant Meter Removal Request	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: \$ 936.00 Fees Amount: \$ 62.00
Meter Serial #	Meter Size: 05 Meter Make and Style: 6-7
Backflow #	Backflow Size: Backflow Make and Style:
Name:	Signature: Date:

WATER USES WITHOUT ANTICIPATED CHARGES FOR RETURN TO SEWER

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

Note:

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

Date

Name of Responsible Party
Company Name and Address
Account Number: _____

Subject: Discontinuation of Fire Hydrant Meter Service

Dear Water Department Customer:

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

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

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

Sincerely,

Water Department

APPENDIX C

MATERIALS TYPICALLY ACCEPTED BY CERTIFICATE OF COMPLIANCE

MATERIALS TYPICALLY ACCEPTED BY CERTIFICATE OF COMPLIANCE

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

APPENDIX D

SAMPLE CITY INVOICE WITH SPEND CURVE

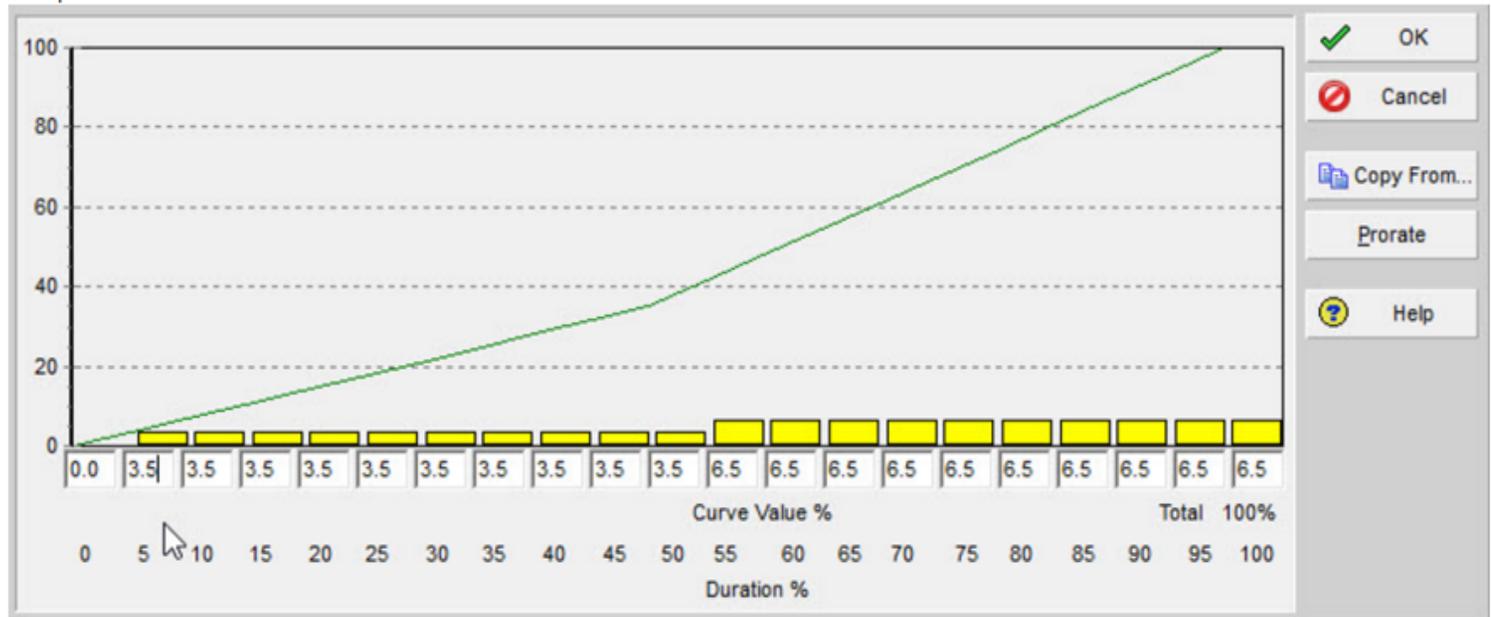
Sample Project Spend Curve

Sample Date Entries Required

Incremental Curve Value
Duration % Increment

0.0%	3.5%	3.5%	3.5%	3.5%	3.5%	3.5%	3.5%	3.5%	3.5%	3.5%	6.5%	6.5%	6.5%	6.5%	6.5%	6.5%	6.5%	6.5%	6.5%	6.5%
0%	5%	10%	15%	20%	25%	30%	35%	40%	45%	50%	55%	60%	65%	70%	75%	80%	85%	90%	95%	100%

Sample Screenshot from Primavera P6



APPENDIX E
LOCATION MAP



Street Division
City of San Diego



Street Resurfacing Program
Fiscal Year 2019

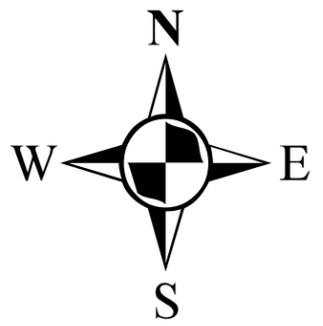
DMP PHASE 1&2
CYCLE TRACK
INTERIM
IMPLEMENTATION

OVERALL PROJECT MAP

Council District 3

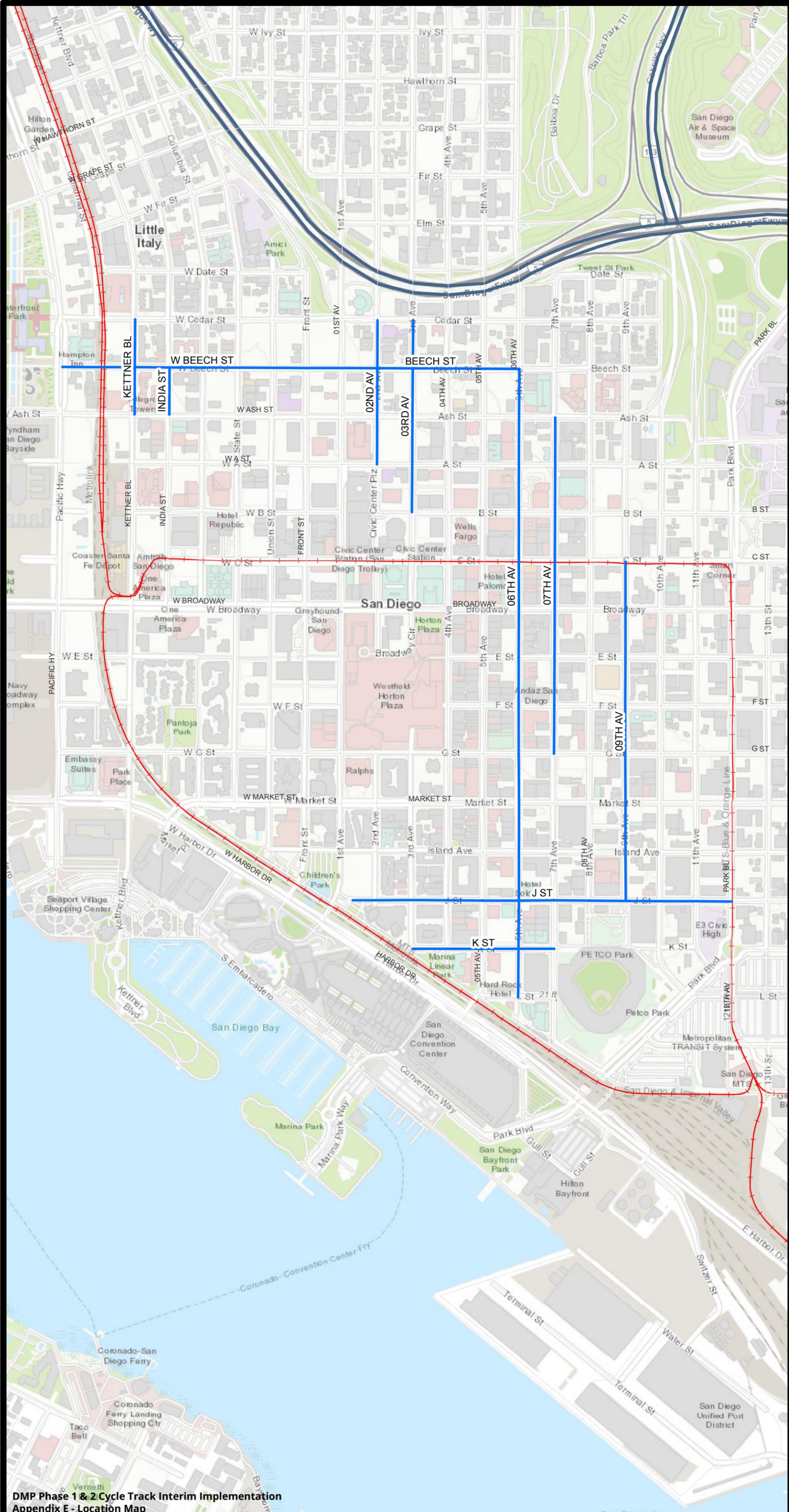
LEGEND

- SLURRY SEAL
- RAILROAD

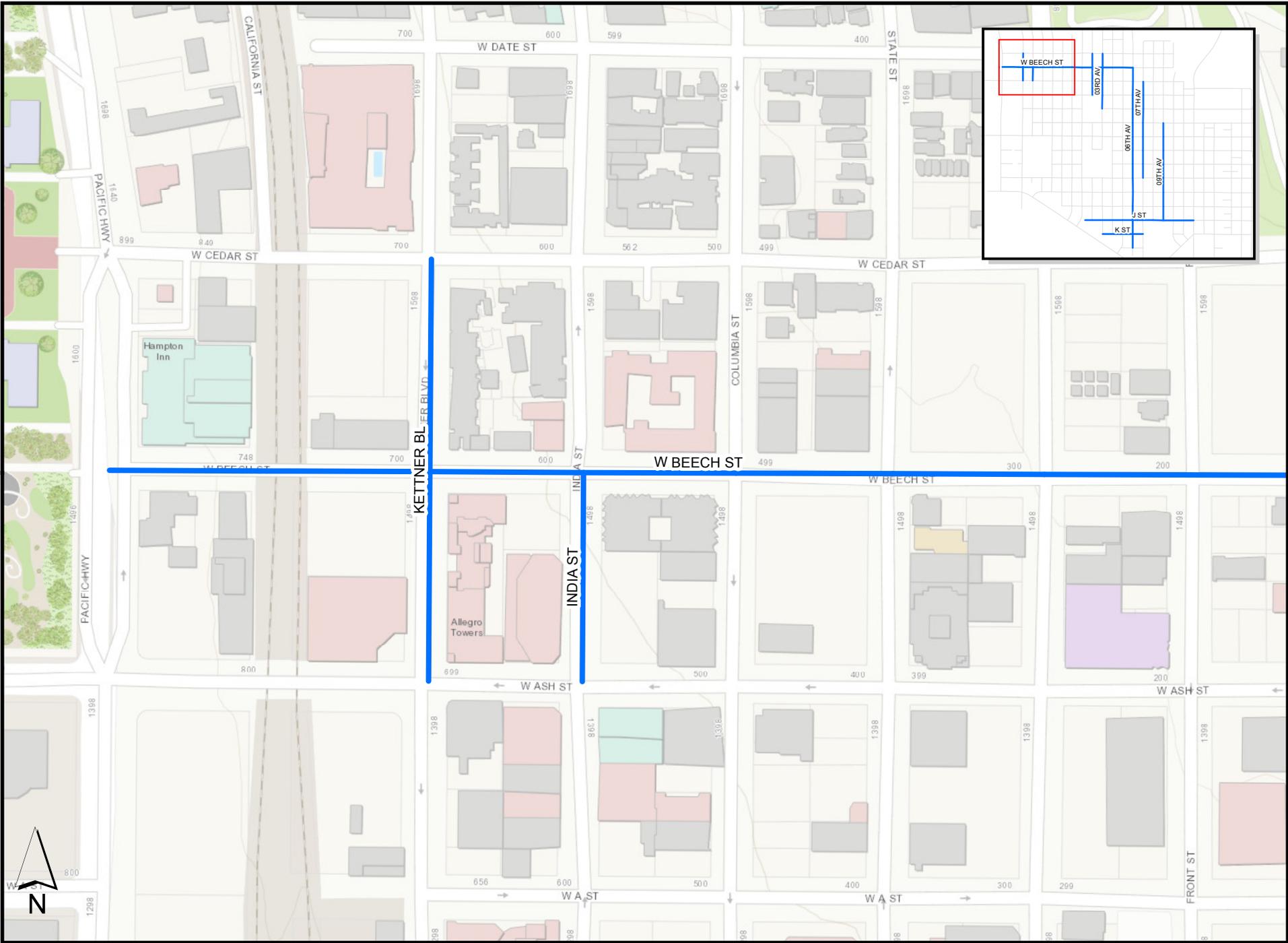


Every reasonable effort has been made to assure the accuracy of this map. SanGIS does not assume liability arising from its use. THIS MAP IS PROVIDED WITHOUT WARRANTY OF ANY KIND, either expressed or implied.

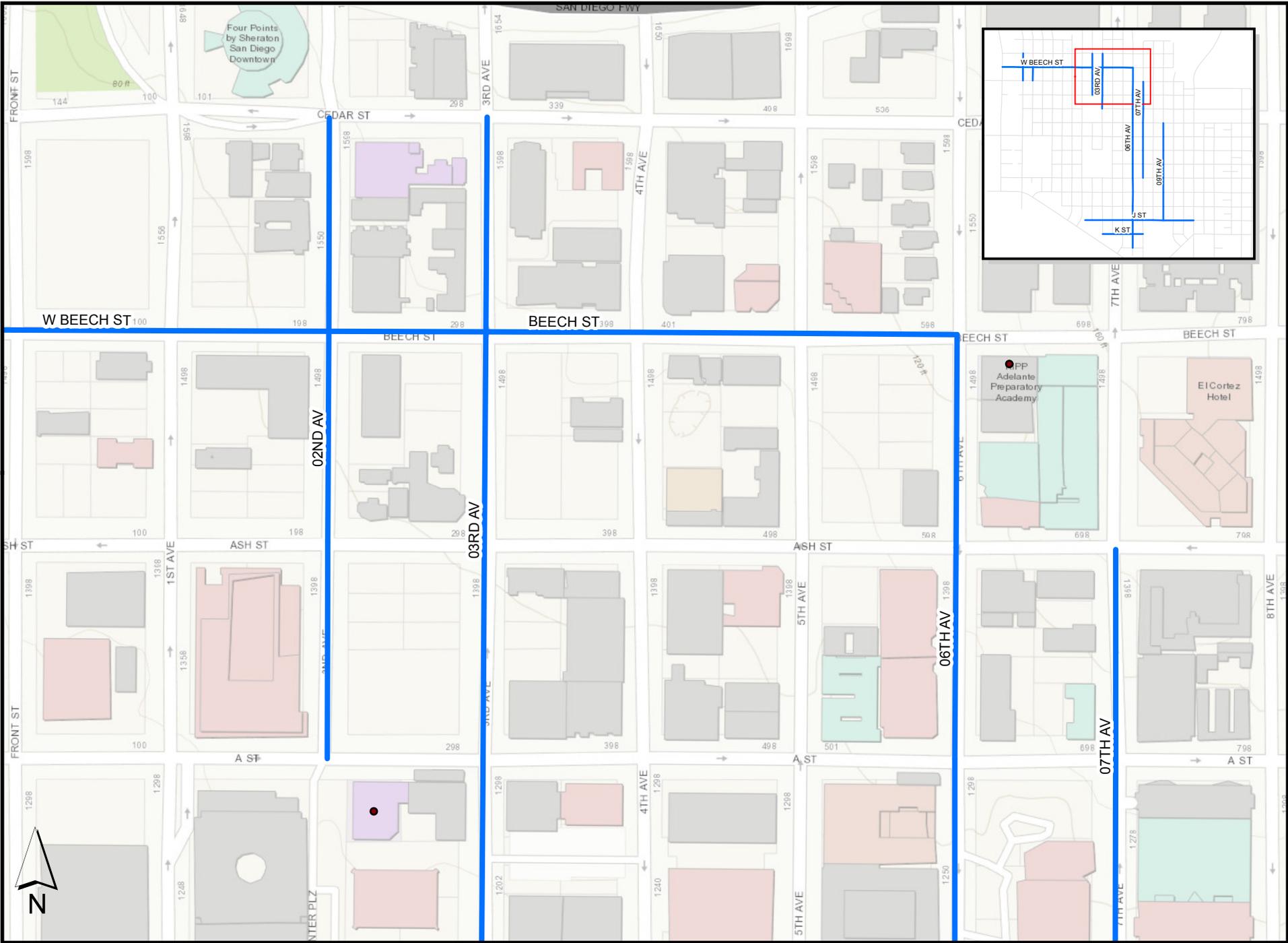
Revised by: Aida Vance
Date: 5/18/2018



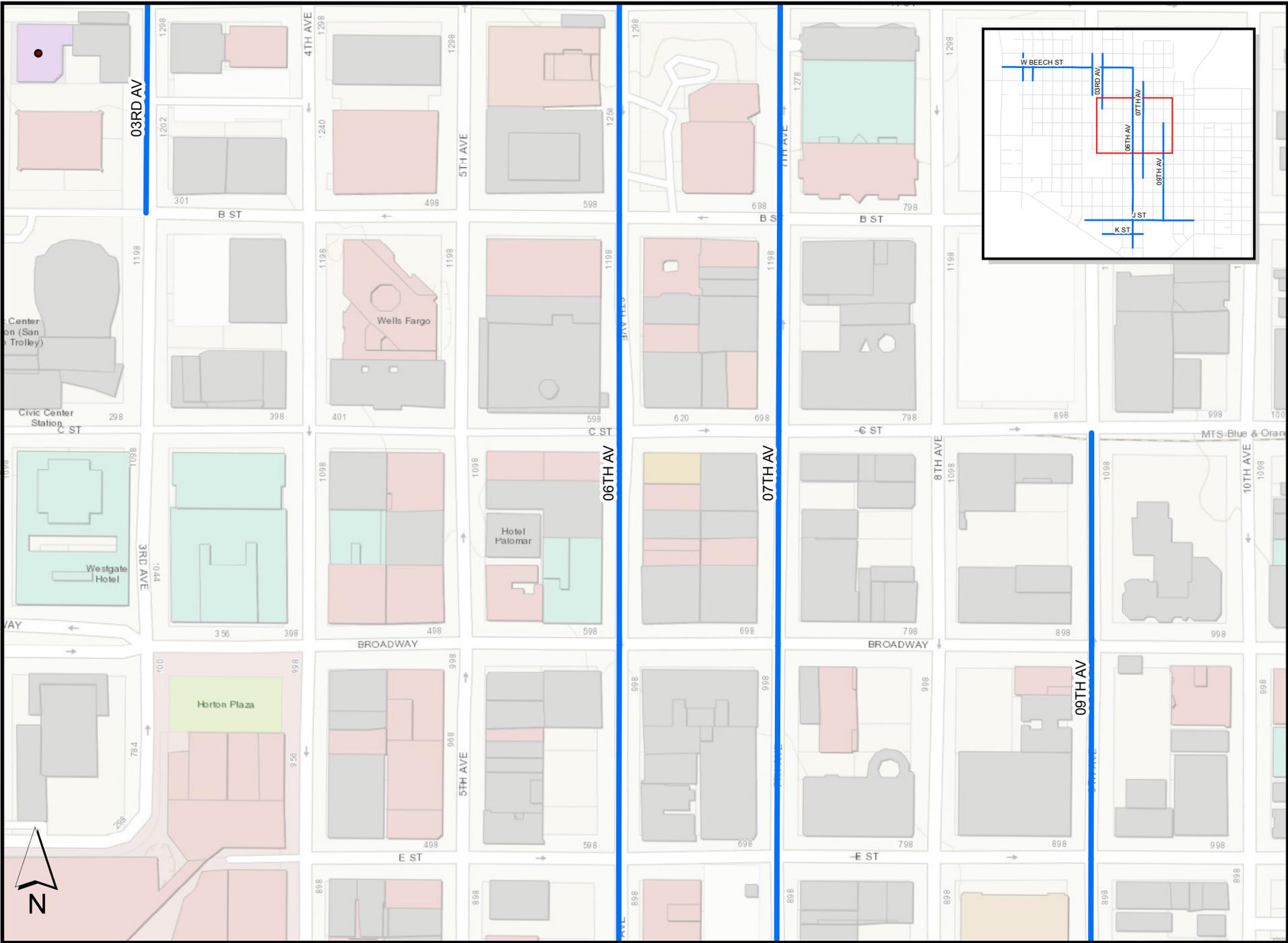
DMP Phase 1 & 2 Cycle Track Interim Implementation - Location Map



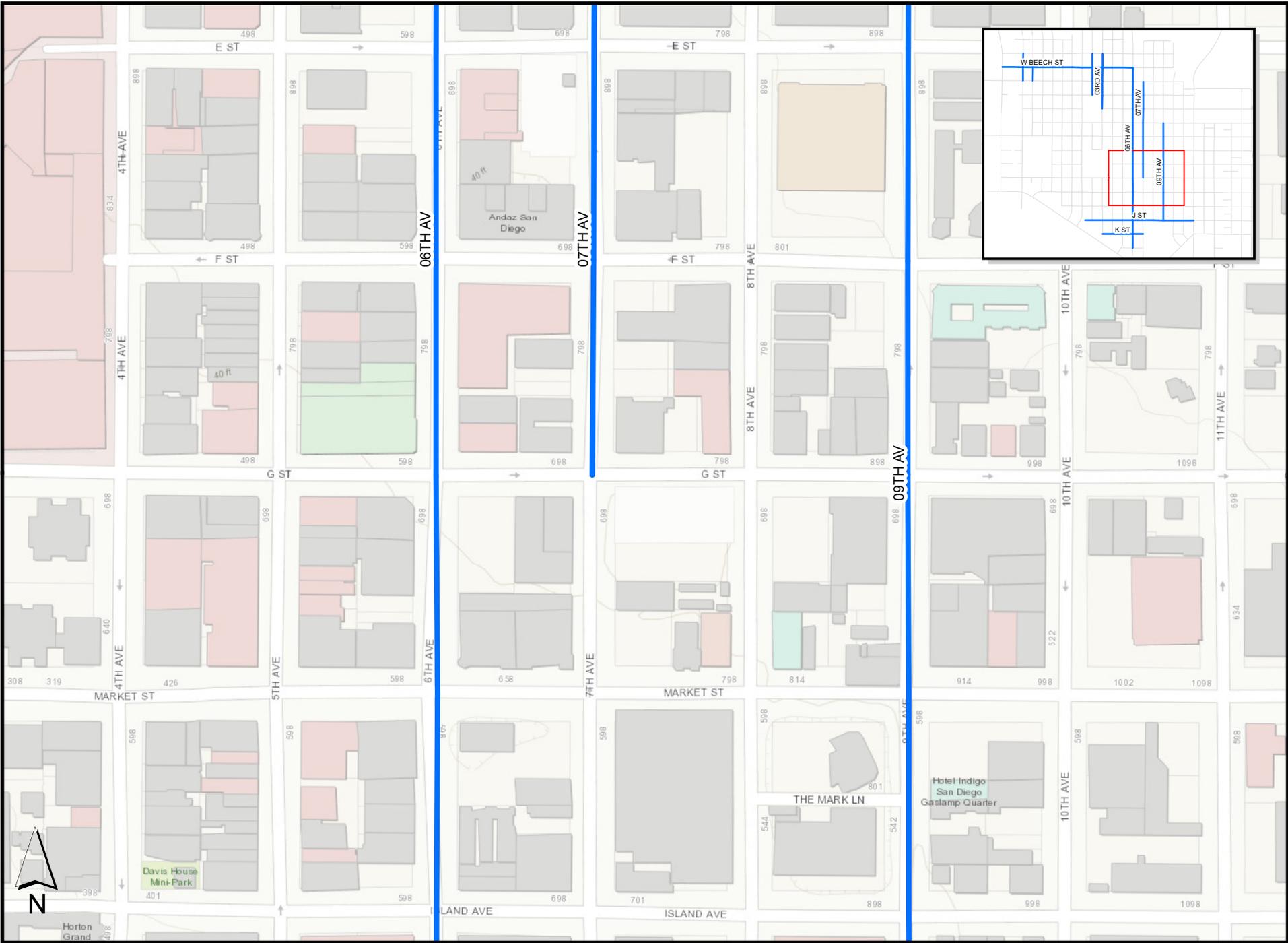
DMP Phase 1 & 2 Cycle Track Interim Implementation - Location Map



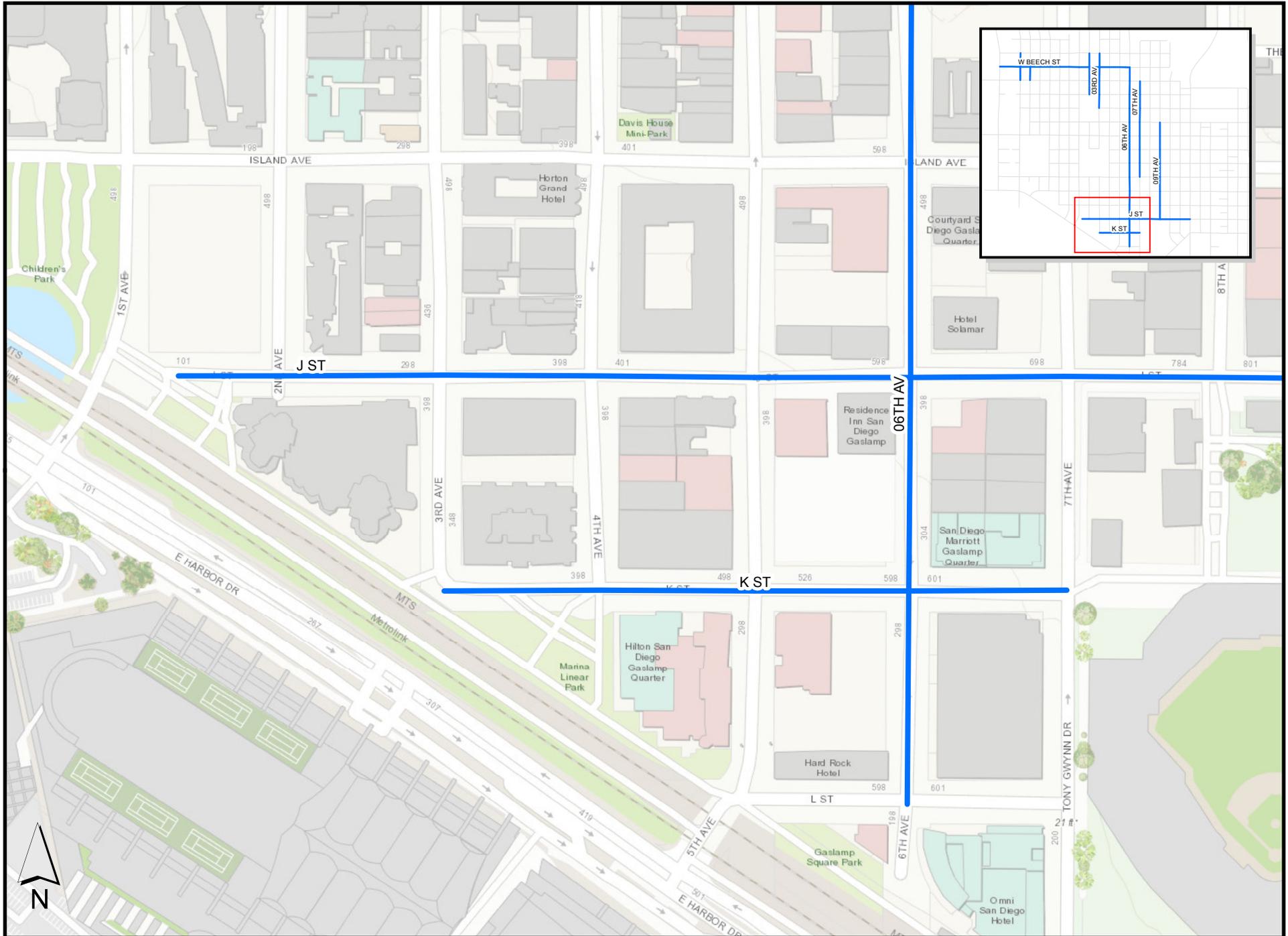
DMP Phase 1 & 2 Cycle Track Interim Implementation - Location Map



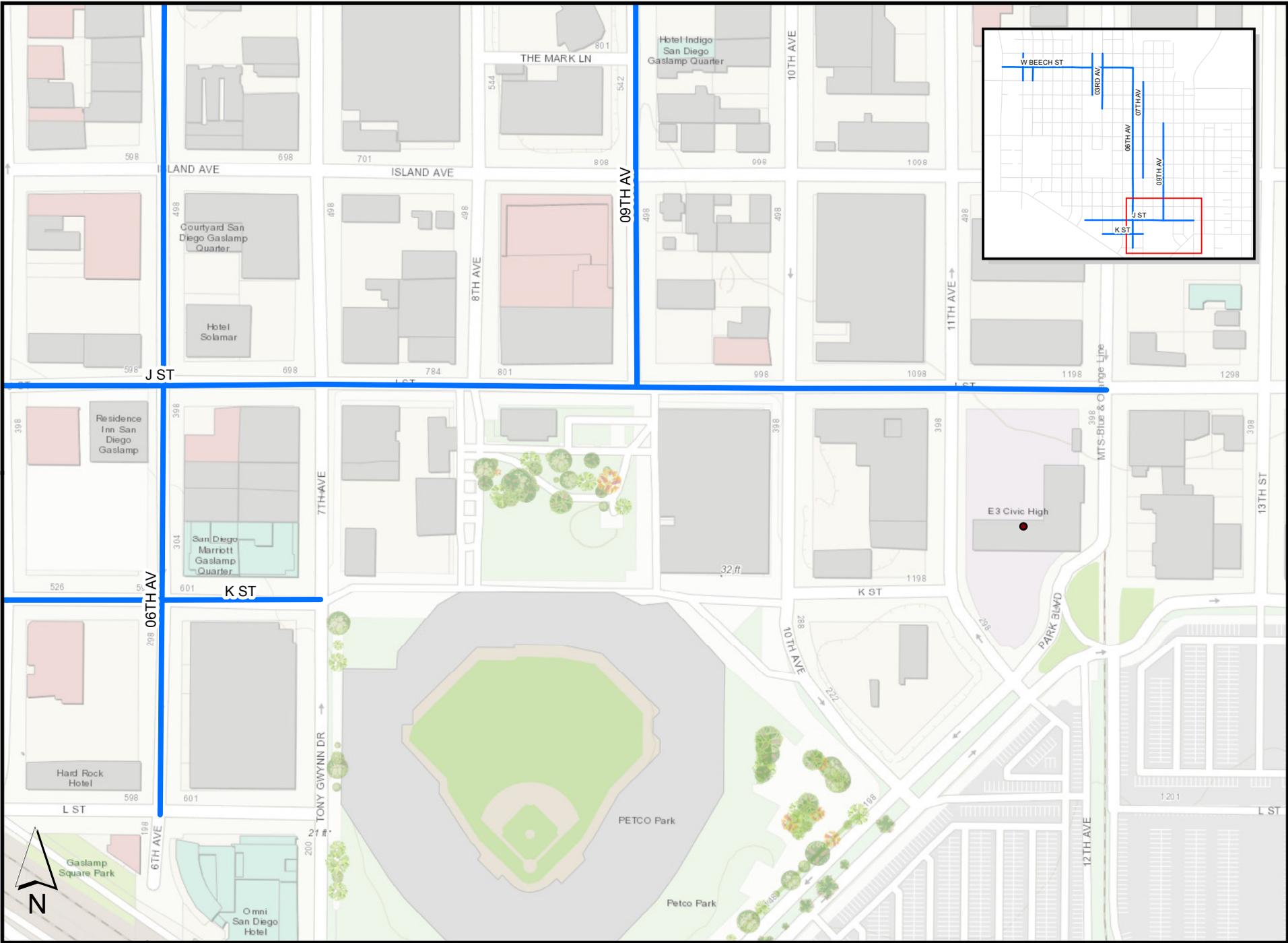
DMP Phase 1 & 2 Cycle Track Interim Implementation - Location Map



DMP Phase 1 & 2 Cycle Track Interim Implementation - Location Map



DMP Phase 1 & 2 Cycle Track Interim Implementation - Location Map



APPENDIX F
LIST OF PROPOSED WORK

APPENDIX F

PROPOSED WORK FOR: DMP PHASE 1&2 CYCLE TRACK INTERIM IMPLEMENTATION

TB Map Page	Street Name	From	To	Council District	Functional Class	Length	Width	Area	Trash Day
1288-J2	KETTNER BL	W ASH ST	W BEECH ST	3	Collector	325 ft	44 ft	14300 ft ²	Wednesday
	Hump Removal: 0 ft	AC Repair Area: 7728 ft ²		Crack Seal: 1100 ft					
	Inlet Marker: 1 ea	AC Repair: 102.01 ton		Traffic Loops: 0 ea	@				
	Inlet: 1 ea	Base Material: 0 ton							
	Comments: TYPE I/II. RAISE 1 WATER VALVE.								
1288-J2	W BEECH ST	INDIA ST	KETTNER BL	3	Collector	278 ft	50 ft	13900 ft ²	Wednesday
	Hump Removal: 0 ft	AC Repair Area: 120 ft ²		Crack Seal: 1069 ft					
	Inlet Marker: 0 ea	AC Repair: 1.58 ton		Traffic Loops: 0 ea	@				
	Inlet: 0 ea	Base Material: 0 ton							
	Comments: TYPE I. DISCOVERY BIKES ON ROADWAY.								
1288-J2	W BEECH ST	KETTNER BL	PACIFIC HY	3	Collector	442 ft	45 ft	19890 ft ²	Wednesday
	Hump Removal: 0 ft	AC Repair Area: 11216 ft ²		Crack Seal: 1530 ft					
	Inlet Marker: 2 ea	AC Repair: 148.05 ton		Traffic Loops: 2 ea	@ MTS LOOPS				
	Inlet: 2 ea	Base Material: 0 ton							
	Comments: TYPE I. 2" M/P FULL LENGTH/FULL WIDTH WESTBOUND LANE (NORTH SIDE). MTS PERMIT REQ'D NEAR MTS ROW.								
1288-J2	KETTNER BL	W BEECH ST	W CEDAR ST	3	Collector	334 ft	46 ft	15364 ft ²	Wednesday
	Hump Removal: 0 ft	AC Repair Area: 1562 ft ²		Crack Seal: 1182 ft					
	Inlet Marker: 0 ea	AC Repair: 20.62 ton		Traffic Loops: 0 ea	@				
	Inlet: 0 ea	Base Material: 0 ton							
	Comments: TYPE I/II.								
1288-J2	INDIA ST	W ASH ST	W BEECH ST	3	Collector	332 ft	50 ft	16600 ft ²	Wednesday
	Hump Removal: 0 ft	AC Repair Area: 6886 ft ²		Crack Seal: 1277 ft					
	Inlet Marker: 0 ea	AC Repair: 90.9 ton		Traffic Loops: 0 ea	@				
	Inlet: 0 ea	Base Material: 0 ton							
	Comments: TYPE I/II. ADJUST 4 WATER VALVES.								

TB Map Page	Street Name	From	To	Council District	Functional Class	Length	Width	Area	Trash Day
1289-A2	O2ND AV	BEECH ST	CEDAR ST	3	Collector	332 ft	48 ft	15936 ft ²	Wednesday
	Hump Removal: 0 ft	AC Repair Area: 1610 ft ²		Crack Seal: 1226 ft					
	Inlet Marker: 2 ea	AC Repair: 21.25 ton		Traffic Loops: 0 ea	@				
	Inlet: 2 ea	Base Material: 0 ton							
	Comments: TYPE I. CALTRANS PERMIT REQ'D NEAR CALTRANS OFF RAMP.								
1289-A2	W BEECH ST	UNION ST	STATE ST	3	Collector	252 ft	48 ft	12096 ft ²	Wednesday
	Hump Removal: 0 ft	AC Repair Area: 0 ft ²		Crack Seal: 930 ft					
	Inlet Marker: 0 ea	AC Repair: 0 ton		Traffic Loops: 0 ea	@				
	Inlet: 0 ea	Base Material: 0 ton							
	Comments: TYPE I. DO NOT INCLUDE INTERSECTION @ STATE.								
1289-A2	W BEECH ST	STATE ST	COLUMBIA ST	3	Collector	247 ft	50 ft	12350 ft ²	Wednesday
	Hump Removal: 0 ft	AC Repair Area: 0 ft ²		Crack Seal: 950 ft					
	Inlet Marker: 0 ea	AC Repair: 0 ton		Traffic Loops: 0 ea	@				
	Inlet: 0 ea	Base Material: 0 ton							
	Comments: TYPE I. DO NOT INCLUDE INTERSECTION @ STATE ST.								
1289-A2	BEECH ST	O1ST AV	O2ND AV	3	Collector	232 ft	50 ft	11600 ft ²	Wednesday
	Hump Removal: 0 ft	AC Repair Area: 11550 ft ²		Crack Seal: 892 ft					
	Inlet Marker: 1 ea	AC Repair: 152.46 ton		Traffic Loops: 0 ea	@				
	Inlet: 1 ea	Base Material: 0 ton							
	Comments: TYPE I. 2" M/P FULL LENGTH/FULL WIDTH. 2" M/P INTERSECTION @ 2ND AVE. DO NOT INCLUDE INTERSECTION @ 1ST AVE.								
1289-A2	O2ND AV	ASH ST	BEECH ST	3	Collector	330 ft	50 ft	16500 ft ²	Wednesday
	Hump Removal: 0 ft	AC Repair Area: 1130 ft ²		Crack Seal: 1269 ft					
	Inlet Marker: 0 ea	AC Repair: 14.92 ton		Traffic Loops: 0 ea	@				
	Inlet: 0 ea	Base Material: 0 ton							
	Comments: TYPE I/II. DO NOT INCLUDE INTERSECTION @ ASH ST.								

TB Map Page	Street Name	From	To	Council District	Functional Class	Length	Width	Area	Trash Day
1289-A2	03RD AV	A ST	ASH ST	3	Collector	380 ft	50 ft	19000 ft ²	Wednesday
	Hump Removal: 0 ft	AC Repair Area: 5001 ft ²		Crack Seal: 1462 ft					
	Inlet Marker: 2 ea	AC Repair: 66.01 ton		Traffic Loops: 0 ea	@				
	Inlet: 2 ea	Base Material: 0 ton							
	Comments: TYPE I/II.								
1289-A2	W BEECH ST	COLUMBIA ST	INDIA ST	3	Collector	278 ft	52 ft	14456 ft ²	Wednesday
	Hump Removal: 0 ft	AC Repair Area: 0 ft ²		Crack Seal: 1112 ft					
	Inlet Marker: 0 ea	AC Repair: 0 ton		Traffic Loops: 0 ea	@				
	Inlet: 0 ea	Base Material: 0 ton							
	Comments: TYPE I.								
1289-A2	W BEECH ST	FRONT ST	UNION ST	3	Collector	237 ft	48 ft	11376 ft ²	Wednesday
	Hump Removal: 0 ft	AC Repair Area: 0 ft ²		Crack Seal: 875 ft					
	Inlet Marker: 0 ea	AC Repair: 0 ton		Traffic Loops: 0 ea	@				
	Inlet: 0 ea	Base Material: 0 ton							
	Comments: TYPE I. DO NOT INCLUDE THE INTERSECTION @ FRONT ST.								
1289-A2	BEECH ST	04TH AV	05TH AV	3	Collector	240 ft	50 ft	12000 ft ²	Wednesday
	Hump Removal: 0 ft	AC Repair Area: 699 ft ²		Crack Seal: 923 ft					
	Inlet Marker: 0 ea	AC Repair: 9.23 ton		Traffic Loops: 0 ea	@				
	Inlet: 0 ea	Base Material: 0 ton							
	Comments: TYPE I. DO NOT INCLUDE INTERSECTIONS @ 4TH & 5TH AVE								
1289-A2	02ND AV	A ST	ASH ST	3	Collector	330 ft	50 ft	16500 ft ²	Wednesday
	Hump Removal: 0 ft	AC Repair Area: 3012 ft ²		Crack Seal: 1269 ft					
	Inlet Marker: 2 ea	AC Repair: 39.76 ton		Traffic Loops: 0 ea	@				
	Inlet: 2 ea	Base Material: 0 ton							
	Comments: TYPE I. 2" M/P INTERSECTION @ ASH ST.								

TB Map Page	Street Name	From	To	Council District	Functional Class	Length	Width	Area	Trash Day
1289-A2	W BEECH ST	01ST AV	FRONT ST	3	Collector	231 ft	50 ft	11550 ft ²	Wednesday
	Hump Removal: 0 ft	AC Repair Area: 11550 ft ²		Crack Seal: 888 ft					
	Inlet Marker: 0 ea	AC Repair: 152.46 ton		Traffic Loops: 0 ea	@				
	Inlet: 1 ea	Base Material: 0 ton							
	Comments: TYPE I. 2" M/P FULL WIDTH/FULL LENGTH. DO NOT INCLUDE INTERSECTIONS @ 1ST AVE AND FRONT ST.								
1289-A2	BEECH ST	05TH AV	06TH AV	3	Collector	232 ft	50 ft	11600 ft ²	Wednesday
	Hump Removal: 0 ft	AC Repair Area: 280 ft ²		Crack Seal: 892 ft					
	Inlet Marker: 0 ea	AC Repair: 3.7 ton		Traffic Loops: 0 ea	@				
	Inlet: 0 ea	Base Material: 0 ton							
	Comments: TYPE I. DO NOT INCLUDE INTERSECTION @ 5TH AVE.								
1289-A2	03RD AV	BEECH ST	CEDAR ST	3	Collector	329 ft	48 ft	15792 ft ²	Wednesday
	Hump Removal: 0 ft	AC Repair Area: 340 ft ²		Crack Seal: 1215 ft					
	Inlet Marker: 0 ea	AC Repair: 4.49 ton		Traffic Loops: 0 ea	@				
	Inlet: 0 ea	Base Material: 0 ton							
	Comments: TYPE I/II.								
1289-A2	BEECH ST	03RD AV	04TH AV	3	Collector	231 ft	50 ft	11550 ft ²	Wednesday
	Hump Removal: 0 ft	AC Repair Area: 96 ft ²		Crack Seal: 888 ft					
	Inlet Marker: 0 ea	AC Repair: 1.27 ton		Traffic Loops: 0 ea	@				
	Inlet: 0 ea	Base Material: 0 ton							
	Comments: TYPE I. DO NOT INCLUDE INTERSECTION @ 4TH AVE.								
1289-A2	BEECH ST	02ND AV	03RD AV	3	Collector	228 ft	50 ft	11400 ft ²	Wednesday
	Hump Removal: 0 ft	AC Repair Area: 8208 ft ²		Crack Seal: 877 ft					
	Inlet Marker: 1 ea	AC Repair: 108.35 ton		Traffic Loops: 0 ea	@				
	Inlet: 1 ea	Base Material: 0 ton							
	Comments: TYPE I/II. 2" M/P INTERSECTION @ 3RD AVE.								

TB Map Page	Street Name	From	To	Council District	Functional Class	Length	Width	Area	Trash Day
1289-A2	03RD AV	ASH ST	BEECH ST	3	Collector	443 ft	52 ft	23036 ft ²	Wednesday
	Hump Removal: 0 ft	AC Repair Area: 23036 ft ²		Crack Seal: 1772 ft					
	Inlet Marker: 1 ea	AC Repair: 304.08 ton		Traffic Loops: 0 ea	@				
	Inlet: 1 ea	Base Material: 0 ton							
	Comments: TYPE I. 2" M/P FULL LENGTH/FULL WIDTH. 2" M/P INTERSECTION @ ASH ST.								
1289-A3	03RD AV	B ST	A ST	3	Collector	420 ft	50 ft	21000 ft ²	Wednesday
	Hump Removal: 0 ft	AC Repair Area: 48 ft ²		Crack Seal: 1615 ft					
	Inlet Marker: 1 ea	AC Repair: 0.63 ton		Traffic Loops: 0 ea	@				
	Inlet: 1 ea	Base Material: 0 ton							
	Comments: TYPE I.								
1289-A4	K ST	04TH AV	05TH AV	3	Collector	260 ft	49 ft	12740 ft ²	Wednesday
	Hump Removal: 0 ft	AC Repair Area: 0 ft ²		Crack Seal: 980 ft					
	Inlet Marker: 0 ea	AC Repair: 0 ton		Traffic Loops: 0 ea	@				
	Inlet: 0 ea	Base Material: 0 ton							
	Comments: TYPE I. DO NOT INCLUDE INTERSECTION @ 5TH AVE.								
1289-A4	J ST	BEGIN	02ND AV	3	Residential	214 ft	50 ft	10700 ft ²	Wednesday
	Hump Removal:	AC Repair Area: 464 ft ²		Crack Seal: 823 ft					
	Inlet Marker: 0 ea	AC Repair: 6.12 ton		Traffic Loops: 0 ea	@				
	Inlet: 1 ea	Base Material: 0 ton							
	Comments: TYPE I.								
1289-A4	J ST	04TH AV	05TH AV	3	Collector	233 ft	48 ft	11184 ft ²	Wednesday
	Hump Removal: 0 ft	AC Repair Area: 0 ft ²		Crack Seal: 860 ft					
	Inlet Marker: 0 ea	AC Repair: 0 ton		Traffic Loops: 0 ea	@				
	Inlet: 1 ea	Base Material: 0 ton							
	Comments: TYPE I. DISCOVER BIKES ON STREET. DO NOT INCLUDE INTERSECTIONS @ 4TH & 5TH AVE.								

TB Map Page	Street Name	From	To	Council District	Functional Class	Length	Width	Area	Trash Day
1289-A4	J ST	03RD AV	04TH AV	3	Collector	230 ft	48 ft	11040 ft ²	Wednesday
	Hump Removal: 0 ft	AC Repair Area: 105 ft ²		Crack Seal: 849 ft					
	Inlet Marker: 0 ea	AC Repair: 1.39 ton		Traffic Loops: 0 ea	@				
	Inlet: 1 ea	Base Material: 0 ton							
	Comments: TYPE I. BLDG CONSTRUCTION ON SOUTH SIDE. ADJUST 1 MANHOLE. DO NOT INCLUDE INTERSECTIONS @ 3RD & 4TH AVE.								
1289-A4	J ST	02ND AV	03RD AV	3	Collector	267 ft	45 ft	12015 ft ²	Wednesday
	Hump Removal: 10 ft	AC Repair Area: 120 ft ²		Crack Seal: 924 ft					
	Inlet Marker: 0 ea	AC Repair: 1.58 ton		Traffic Loops: 0 ea	@				
	Inlet: 2 ea	Base Material: 0 ton							
	Comments: TYPE I. DO NOT INCLUDE INTERSECTION @ 3RD AVE.								
1289-A4	K ST	03RD AV	04TH AV	3	Collector	278 ft	48 ft	13344 ft ²	Wednesday
	Hump Removal: 0 ft	AC Repair Area: 432 ft ²		Crack Seal: 1026 ft					
	Inlet Marker: 1 ea	AC Repair: 5.7 ton		Traffic Loops: 0 ea	@				
	Inlet: 1 ea	Base Material: 0 ton							
	Comments: TYPE I.								
1289-B2	06TH AV	ASH ST	BEECH ST	3	Collector	410 ft	48 ft	19680 ft ²	Wednesday
	Hump Removal: 0 ft	AC Repair Area: 1936 ft ²		Crack Seal: 1514 ft					
	Inlet Marker: 0 ea	AC Repair: 25.56 ton		Traffic Loops: 0 ea	@				
	Inlet: 0 ea	Base Material: 0 ton							
	Comments: TYPE I/II. CONSTRUCTION ON EAST SIDE (BLDG). PLATE ON STREET.								
1289-B2	07TH AV	A ST	ASH ST	3	Collector	354 ft	50 ft	17700 ft ²	Wednesday
	Hump Removal: 0 ft	AC Repair Area: 16 ft ²		Crack Seal: 1362 ft					
	Inlet Marker: 0 ea	AC Repair: 0.21 ton		Traffic Loops: 0 ea	@				
	Inlet: 0 ea	Base Material: 0 ton							
	Comments: TYPE I. ADJUST MANHOLE TO GRADE.								

TB Map Page	Street Name	From	To	Council District	Functional Class	Length	Width	Area	Trash Day
1289-B2	06TH AV	A ST	ASH ST	3	Collector	384 ft	50 ft	19200 ft ²	Wednesday
	Hump Removal: 0 ft	AC Repair Area: 408 ft ²		Crack Seal: 1477 ft					
	Inlet Marker: 0 ea	AC Repair: 5.39 ton		Traffic Loops: 0 ea	@				
	Inlet: 0 ea	Base Material: 0 ton							
	Comments: TYPE I.								
1289-B3	07TH AV	BROADWAY	C ST	3	Collector	342 ft	48 ft	16416 ft ²	Wednesday
	Hump Removal: 0 ft	AC Repair Area: 1558 ft ²		Crack Seal: 1263 ft					
	Inlet Marker: 1 ea	AC Repair: 20.57 ton		Traffic Loops: 0 ea	@				
	Inlet: 1 ea	Base Material: 0 ton							
	Comments: TYPE I. MTS PERMIT REQ'D NEAR MTS ROW @ C ST.								
1289-B3	06TH AV	F ST	E ST	3	Collector	360 ft	51 ft	18360 ft ²	Wednesday
	Hump Removal: 0 ft	AC Repair Area: 1712 ft ²		Crack Seal: 1412 ft					
	Inlet Marker: 2 ea	AC Repair: 22.6 ton		Traffic Loops: 0 ea	@				
	Inlet: 2 ea	Base Material: 0 ton							
	Comments: TYPE I. CONSTRUCTION ON EAST SIDE OF STREET. DO NOT INCLUDE INTERSECTION @ F ST.								
1289-B3	07TH AV	F ST	E ST	3	Collector	360 ft	52 ft	18720 ft ²	Wednesday
	Hump Removal: 0 ft	AC Repair Area: 268 ft ²		Crack Seal: 1440 ft					
	Inlet Marker: 2 ea	AC Repair: 3.54 ton		Traffic Loops: 0 ea	@				
	Inlet: 2 ea	Base Material: 0 ton							
	Comments: TYPE I. DO NOT INCLUDE INTERSECTION @ F ST.								
1289-B3	07TH AV	G ST	F ST	3	Collector	328 ft	48 ft	15744 ft ²	Wednesday
	Hump Removal: 0 ft	AC Repair Area: 30 ft ²		Crack Seal: 1211 ft					
	Inlet Marker: 0 ea	AC Repair: 0.4 ton		Traffic Loops: 0 ea	@				
	Inlet: 0 ea	Base Material: 0 ton							
	Comments: TYPE I. DO NOT INCLUDE INTERSECTION @ F ST.								

TB Map Page	Street Name	From	To	Council District	Functional Class	Length	Width	Area	Trash Day
1289-B3	07TH AV	B ST	A ST	3	Collector	368 ft	33 ft	12144 ft ²	Wednesday
	Hump Removal: 4 ft	AC Repair Area: 0 ft ²		Crack Seal: 934 ft					
	Inlet Marker: 0 ea	AC Repair: 0 ton		Traffic Loops: 0 ea	@				
	Inlet: 0 ea	Base Material: 0 ton							
	Comments: TYPE I. DO NOT INCLUDE INTERSECTION @ B ST.								
1289-B3	06TH AV	C ST	B ST	3	Collector	355 ft	48 ft	17040 ft ²	Wednesday
	Hump Removal:	AC Repair Area: 735 ft ²		Crack Seal: 1311 ft					
	Inlet Marker: 0 ea	AC Repair: 9.7 ton		Traffic Loops: 0 ea	@				
	Inlet: 0 ea	Base Material: 0 ton							
	Comments: TYPE I. MTS PERMIT REQ'D NEAR MTS ROW @ C ST. DISCOVER BIKES. ADJUST 1 WATER VALVE TO GRADE.								
1289-B3	09TH AV	G ST	F ST	3	Collector	355 ft	50 ft	17750 ft ²	Wednesday
	Hump Removal: 0 ft	AC Repair Area: 0 ft ²		Crack Seal: 1365 ft					
	Inlet Marker: 0 ea	AC Repair: 0 ton		Traffic Loops: 0 ea	@				
	Inlet: 0 ea	Base Material: 0 ton							
	Comments: TYPE I. DO NOT INCLUDE INTERSECTION @ F ST.								
1289-B3	09TH AV	E ST	BROADWAY	3	Collector	332 ft	50 ft	16600 ft ²	Wednesday
	Hump Removal: 0 ft	AC Repair Area: 0 ft ²		Crack Seal: 1277 ft					
	Inlet Marker: 0 ea	AC Repair: 0 ton		Traffic Loops: 0 ea	@				
	Inlet: 0 ea	Base Material: 0 ton							
	Comments: TYPE I. DO NOT INCLUDE INTERSECTIONS @ E ST.								
1289-B3	06TH AV	G ST	F ST	3	Collector	357 ft	47 ft	16779 ft ²	Wednesday
	Hump Removal: 0 ft	AC Repair Area: 9618 ft ²		Crack Seal: 1291 ft					
	Inlet Marker: 0 ea	AC Repair: 126.96 ton		Traffic Loops: 0 ea	@				
	Inlet: 0 ea	Base Material: 0 ton							
	Comments: TYPE I/II. 2" M/P INTERSECTION @ G ST. DISCOVER BIKES ON STREET. DO NOT INCLUDE INTERSECTION @ F ST.								

TB Map Page	Street Name	From	To	Council District	Functional Class	Length	Width	Area	Trash Day
1289-B3	09TH AV	BROADWAY	C ST	3	Collector	332 ft	48 ft	15936 ft ²	Wednesday
	Hump Removal: 0 ft	AC Repair Area: 1148 ft ²		Crack Seal: 1226 ft					
	Inlet Marker: 2 ea	AC Repair: 15.15 ton		Traffic Loops: 0 ea	@				
	Inlet: 2 ea	Base Material: 0 ton							
	Comments: TYPE I. MTS PERMIT REQ'D FOR WORK NEAR MTS ROW @ C ST.								
1289-B3	06TH AV	E ST	BROADWAY	3	Collector	342 ft	50 ft	17100 ft ²	Wednesday
	Hump Removal: 0 ft	AC Repair Area: 16600 ft ²		Crack Seal: 1315 ft					
	Inlet Marker: 2 ea	AC Repair: 220.95 ton		Traffic Loops: 0 ea	@				
	Inlet: 2 ea	Base Material: 3.15 ton							
	Comments: TYPE I. 2" M/P FULL WIDTH/FULL LENGTH.								
1289-B3	07TH AV	C ST	B ST	3	Collector	316 ft	48 ft	15168 ft ²	Wednesday
	Hump Removal: 14 ft	AC Repair Area: 1709 ft ²		Crack Seal: 1167 ft					
	Inlet Marker: 0 ea	AC Repair: 22.56 ton		Traffic Loops: 0 ea	@				
	Inlet: 0 ea	Base Material: 0 ton							
	Comments: TYPE I/II. MTS PERMIT REQ'D FOR WORK NEAR MTS ROW @ C ST. CONSTRUCTION ON EAST SIDE OF STREET. DO NOT INCLUDE INTERSECTION @								
1289-B3	09TH AV	MARKET ST	G ST	3	Collector	353 ft	50 ft	17650 ft ²	Wednesday
	Hump Removal: 26 ft	AC Repair Area: 1442 ft ²		Crack Seal: 1358 ft					
	Inlet Marker: 1 ea	AC Repair: 19.32 ton		Traffic Loops: 0 ea	@				
	Inlet: 1 ea	Base Material: 0.5 ton							
	Comments: TYPE I. DO NOT INCLUDE INTERSECTION @ MARKET ST.								
1289-B3	09TH AV	F ST	E ST	3	Collector	320 ft	50 ft	16000 ft ²	Wednesday
	Hump Removal: 0 ft	AC Repair Area: 326 ft ²		Crack Seal: 1231 ft					
	Inlet Marker: 0 ea	AC Repair: 4.3 ton		Traffic Loops: 0 ea	@				
	Inlet: 0 ea	Base Material: 0 ton							
	Comments: TYPE I. ADJUST 1 MANHOLE TO GRADE. DO NOT INCLUDE INTERSECTIONS @ F & E ST								

TB Map Page	Street Name	From	To	Council District	Functional Class	Length	Width	Area	Trash Day
1289-B3	07TH AV	E ST	BROADWAY	3	Collector	356 ft	48 ft	17088 ft ²	Wednesday
	Hump Removal: 0 ft	AC Repair Area: 536 ft ²		Crack Seal: 1314 ft					
	Inlet Marker: 2 ea	AC Repair: 7.08 ton		Traffic Loops: 0 ea	@				
	Inlet: 2 ea	Base Material: 0 ton							
	Comments: TYPE I. BLDG CONSTRUCTION ON WEST SIDE.								
1289-B3	06TH AV	B ST	A ST	3	Collector	363 ft	50 ft	18150 ft ²	Wednesday
	Hump Removal: 0 ft	AC Repair Area: 48 ft ²		Crack Seal: 1396 ft					
	Inlet Marker: 0 ea	AC Repair: 0.63 ton		Traffic Loops: 0 ea	@				
	Inlet: 0 ea	Base Material: 0 ton							
	Comments: TYPE I.								
1289-B3	06TH AV	BROADWAY	C ST	3	Collector	344 ft	50 ft	17200 ft ²	Wednesday
	Hump Removal: 0 ft	AC Repair Area: 3511 ft ²		Crack Seal: 1323 ft					
	Inlet Marker: 2 ea	AC Repair: 47.44 ton		Traffic Loops: 0 ea	@				
	Inlet: 2 ea	Base Material: 1.89 ton							
	Comments: TYPE I/II. 2" M/P INTERSECTION @ BROADWAY. MTS PERMIT REQ'D FOR WORK NEAR MTS ROW @ C ST.								
1289-B3	06TH AV	MARKET ST	G ST	3	Collector	356 ft	48 ft	17088 ft ²	Wednesday
	Hump Removal: 0 ft	AC Repair Area: 328 ft ²		Crack Seal: 1314 ft					
	Inlet Marker: 1 ea	AC Repair: 4.33 ton		Traffic Loops: 0 ea	@				
	Inlet: 1 ea	Base Material: 0 ton							
	Comments: TYPE I.								
1289-B4	J ST	05TH AV	06TH AV	3	Collector	215 ft	42 ft	9030 ft ²	Wednesday
	Hump Removal: 0 ft	AC Repair Area: 120 ft ²		Crack Seal: 695 ft					
	Inlet Marker: 0 ea	AC Repair: 1.58 ton		Traffic Loops: 0 ea	@				
	Inlet: 0 ea	Base Material: 0 ton							
	Comments: TYPE I. DO NOT INCLUDE INTERSECTION @ 5TH AVE.								

TB Map Page	Street Name	From	To	Council District	Functional Class	Length	Width	Area	Trash Day
1289-B4	J ST	08TH AV	09TH AV	3	Collector	281 ft	37 ft	10397 ft ²	Wednesday
	Hump Removal: 0 ft	AC Repair Area: 1216 ft ²		Crack Seal: 800 ft					
	Inlet Marker: 2 ea	AC Repair: 16.05 ton		Traffic Loops: 0 ea	@				
	Inlet: 2 ea	Base Material: 0 ton							
	Comments: TYPE I.								
1289-B4	06TH AV	L ST	K ST	3	Collector	371 ft	50 ft	18550 ft ²	Wednesday
	Hump Removal: 10 ft	AC Repair Area: 100 ft ²		Crack Seal: 1427 ft					
	Inlet Marker: 1 ea	AC Repair: 1.32 ton		Traffic Loops: 0 ea	@				
	Inlet: 1 ea	Base Material: 0 ton							
	Comments: TYPE I. ADJUST MANHOLE.								
1289-B4	06TH AV	J ST	ISLAND AV	3	Collector	380 ft	49 ft	18620 ft ²	Wednesday
	Hump Removal: 0 ft	AC Repair Area: 0 ft ²		Crack Seal: 1432 ft					
	Inlet Marker: 0 ea	AC Repair: 0 ton		Traffic Loops: 0 ea	@				
	Inlet: 0 ea	Base Material: 0 ton							
	Comments: TYPE I.								
1289-B4	09TH AV	ISLAND AV	MARKET ST	3	Collector	345 ft	46 ft	15870 ft ²	Wednesday
	Hump Removal: 0 ft	AC Repair Area: 0 ft ²		Crack Seal: 1221 ft					
	Inlet Marker: 0 ea	AC Repair: 0 ton		Traffic Loops: 0 ea	@				
	Inlet: 0 ea	Base Material: 0 ton							
	Comments: TYPE I. DO NOT INCLUDE INTERSECTION @ MARKET ST.								
1289-B4	06TH AV	K ST	J ST	3	Collector	388 ft	48 ft	18624 ft ²	Wednesday
	Hump Removal: 0 ft	AC Repair Area: 372 ft ²		Crack Seal: 1433 ft					
	Inlet Marker: 0 ea	AC Repair: 4.91 ton		Traffic Loops: 0 ea	@				
	Inlet: 0 ea	Base Material: 0 ton							
	Comments: TYPE I.								

TB Map Page	Street Name	From	To	Council District	Functional Class	Length	Width	Area	Trash Day
1289-B4	06TH AV	ISLAND AV	MARKET ST	3	Collector	355 ft	49 ft	17395 ft ²	Wednesday
	Hump Removal: 0 ft	AC Repair Area: 236 ft ²			Crack Seal: 1338 ft				
	Inlet Marker: 0 ea	AC Repair: 3.12 ton			Traffic Loops: 0 ea		@		
	Inlet: 0 ea	Base Material: 0 ton							
	Comments: TYPE I. DO NOT INCLUDE INTERSECTION @ MARKET ST.								
1289-B4	J ST	11TH AV	PARK BL	3	Collector	211 ft	45 ft	9495 ft ²	Wednesday
	Hump Removal: 0 ft	AC Repair Area: 2466 ft ²			Crack Seal: 730 ft				
	Inlet Marker: 0 ea	AC Repair: 32.55 ton			Traffic Loops: 8 ea		@	[4] @ 11TH AVE; [4] @ PARK BL	
	Inlet: 0 ea	Base Material: 0 ton							
	Comments: TYPE I. MTS PERMIT REQUIRED FOR WORK AT PARK BLVD. DO NOT INCLUDE INTERSECTION @ 11TH AVE.								
1289-B4	09TH AV	J ST	ISLAND AV	3	Collector	334 ft	50 ft	16700 ft ²	Wednesday
	Hump Removal: 0 ft	AC Repair Area: 0 ft ²			Crack Seal: 1285 ft				
	Inlet Marker: 1 ea	AC Repair: 0 ton			Traffic Loops: 0 ea		@		
	Inlet: 1 ea	Base Material: 0 ton							
	Comments: TYPE I.								
1289-B4	K ST	06TH AV	07TH AV	3	Collector	212 ft	33 ft	6996 ft ²	Wednesday
	Hump Removal: 0 ft	AC Repair Area: 320 ft ²			Crack Seal: 538 ft				
	Inlet Marker: 0 ea	AC Repair: 4.22 ton			Traffic Loops: 0 ea		@		
	Inlet: 0 ea	Base Material: 0 ton							
	Comments: TYPE I.								
1289-B4	J ST	09TH AV	10TH AV	3	Collector	250 ft	36 ft	9000 ft ²	Wednesday
	Hump Removal: 10 ft	AC Repair Area: 0 ft ²			Crack Seal: 692 ft				
	Inlet Marker: 1 ea	AC Repair: 0 ton			Traffic Loops: 0 ea		@		
	Inlet: 1 ea	Base Material: 0 ton							
	Comments: TYPE I. DO NOT INCLUDE INTERSECTION @ 10TH AVE.								

TB Map Page	Street Name	From	To	Council District	Functional Class	Length	Width	Area	Trash Day
1289-B4	J ST	06TH AV	07TH AV	3	Collector	220 ft	50 ft	11000 ft ²	Wednesday
	Hump Removal: 0 ft	AC Repair Area: 112 ft ²		Crack Seal: 846 ft					
	Inlet Marker: 0 ea	AC Repair: 1.48 ton		Traffic Loops: 0 ea	@				
	Inlet: 0 ea	Base Material: 0 ton							
	Comments: TYPE I. DO NOT INCLUDE INTERSECTION AT 7TH AVE.								
1289-B4	J ST	10TH AV	11TH AV	3	Collector	221 ft	48 ft	10608 ft ²	Wednesday
	Hump Removal: 0 ft	AC Repair Area: 380 ft ²		Crack Seal: 816 ft					
	Inlet Marker: 0 ea	AC Repair: 5.02 ton		Traffic Loops: 2 ea	@ @ 11TH AV				
	Inlet: 0 ea	Base Material: 0 ton							
	Comments: TYPE I. DO NOT INCLUDE INTERSECTIONS AT 10TH & 11TH AVE.								
1289-B4	K ST	05TH AV	06TH AV	3	Collector	234 ft	48 ft	11232 ft ²	Wednesday
	Hump Removal: 20 ft	AC Repair Area: 128 ft ²		Crack Seal: 864 ft					
	Inlet Marker: 0 ea	AC Repair: 1.69 ton		Traffic Loops: 0 ea	@				
	Inlet: 0 ea	Base Material: 0 ton							
	Comments: TYPE I. DO NOT INCLUDE INTERSECTION AT 5TH AVE.								
1289-B4	J ST	07TH AV	08TH AV	3	Collector	263 ft	38 ft	9994 ft ²	Wednesday
	Hump Removal: 0 ft	AC Repair Area: 1112 ft ²		Crack Seal: 769 ft					
	Inlet Marker: 2 ea	AC Repair: 14.68 ton		Traffic Loops: 0 ea	@				
	Inlet: 2 ea	Base Material: 0 ton							
	Comments: TYPE I. DO NOT INCLUDE INTERSECTION AT 7TH AVE.								

Total Number of Locations: 64

Estimated Project Totals:

AC Repair (tons): 1,900	Total Survey Miles: 4
Humps (ft): 94	Base Repair (tons): 6
Drain Inlet Protection: 42	
Drain Inlet Markers: 36	
Crack Seal (ft): 73,062	
Signal Loops: 12	

APPENDIX G

CONTRACTOR'S DAILY QUALITY CONTROL INSPECTION REPORT

Appendix G

City of San Diego
Asphalt Concrete Overlay

Contractor's Daily Quality Control Inspection Report

Project Title: _____ Date: _____

Locations: 1. _____
2. _____
3. _____

Asphalt Mix Specification: Attached Supplier: _____

Dig out Locations: 1. _____
2. _____
3. _____

Tack Coat Application Rate @ Locations:
1. _____
2. _____
3. _____

Asphalt Temperature at Placement @ Locations:
1. _____
2. _____
3. _____

Asphalt Depth @Locations:
1. _____
2. _____
3. _____

Compaction Test Result @Locations:
1. _____
2. _____
3. _____

Location and nature of defects:

- 1. _____
- 2. _____
- 3. _____

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

- 1. _____
- 2. _____
- 3. _____

Date's City Laboratory representative was present:

- 1. _____
- 2. _____
- 3. _____

Verified the following:

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

Initials:

- _____
- _____
- _____
- _____
- _____

Deviations from QCP _____ (see attached)

Quality Control Plan Administrator's Signature:

Date Signed:

APPENDIX H
SAMPLE OF PUBLIC NOTICES



CONSTRUCTION NOTICE

PROJECT TITLE

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

The work will consist of:

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

How your neighborhood may be impacted:

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

Hours and Days of Operation:

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

City of San Diego Contractor:

Company Name, XXX-XXX-XXXX



CONSTRUCTION NOTICE

PROJECT TITLE

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

The work will consist of:

- Saw-cutting and trench work on Ingulf Street from Morena Boulevard to Galveston Street to install new water mains, water laterals and fire hydrants.
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- Parking restrictions will exist because of the presence of construction equipment and materials.
- "No Parking" signs will be displayed 72 hours in advance of the work.
- Cars parked in violation of signs will be TOWED.

Hours and Days of Operation:

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

City of San Diego Contractor:

Company Name, XXX-XXX-XXXX

APPENDIX I

ADVANCED METERING INFRASTRUCTURE (AMI) DEVICE PROTECTION

Protecting AMI Devices in Meter Boxes and on Street Lights

The Public Utilities Department (PUD) has begun the installation of the Advanced Metering Infrastructure (AMI) technology as a new tool to enhance water meter reading accuracy and efficiency, customer service and billing, and to be used by individual accounts to better manage the efficient use of water. **All AMI devices shall be protected per Section 5-2, "Protection", of the 2015 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



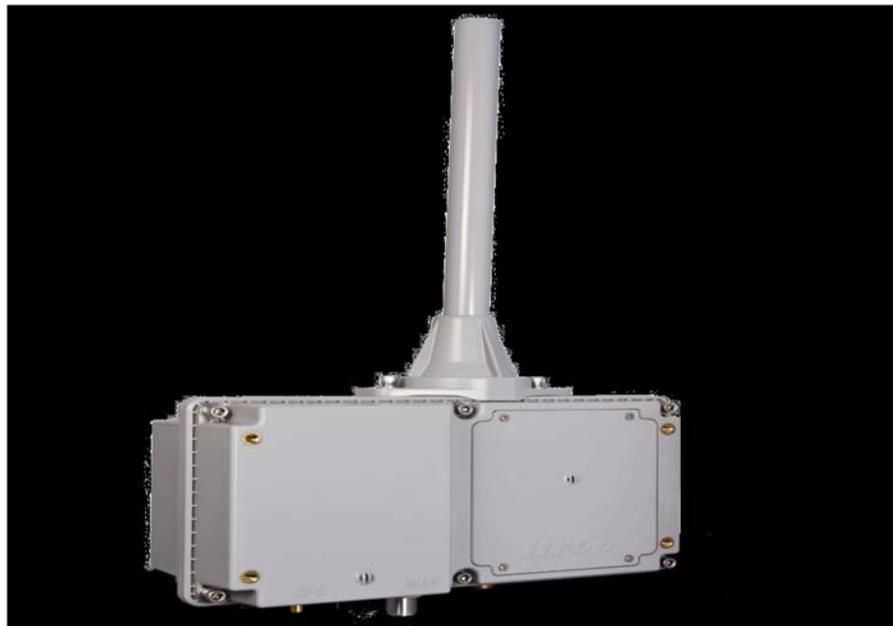
B. AMI Antenna attached to Endpoint (antenna not always required), see Photo 2:

Photo 2



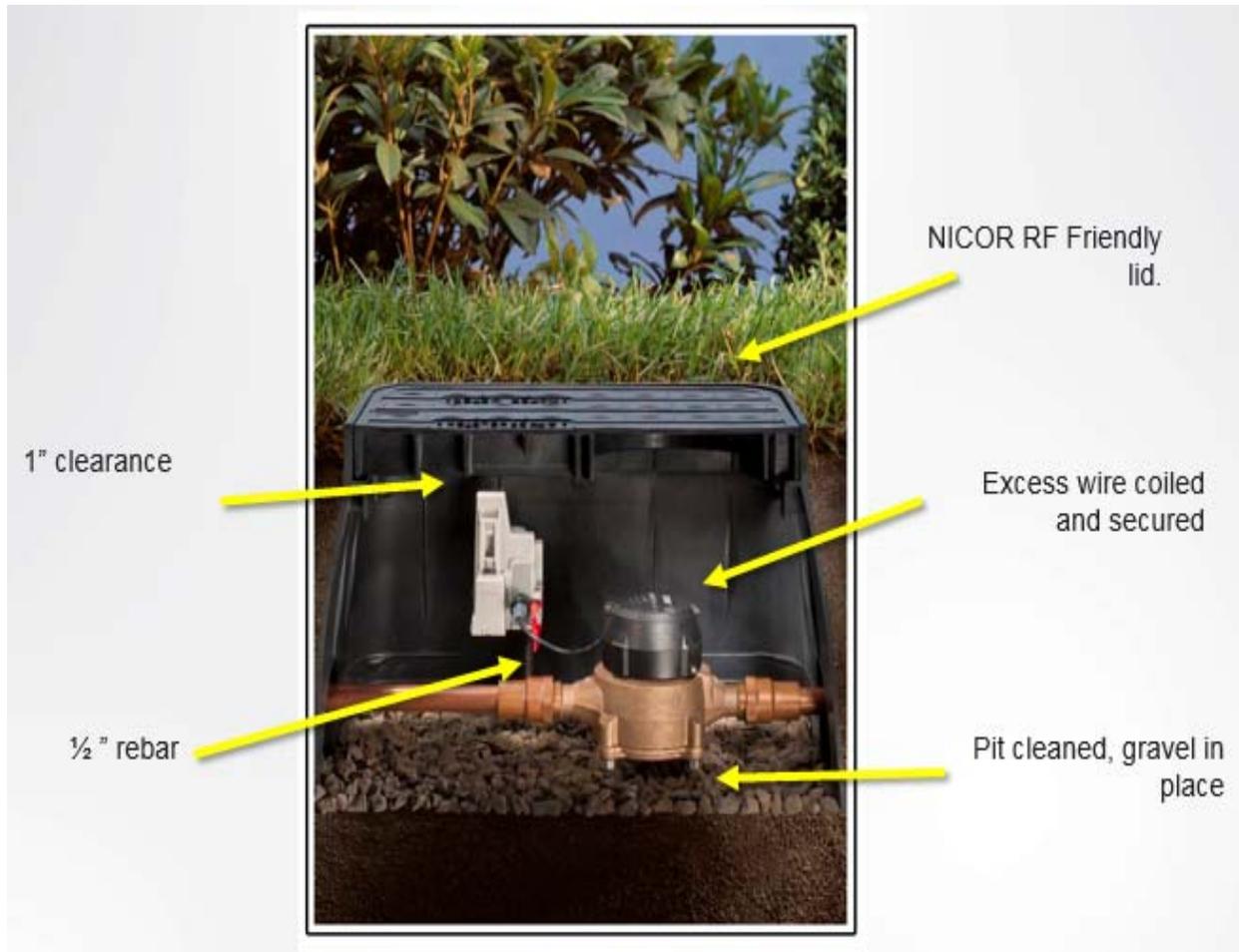
Network Devices, see Photo 3:

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

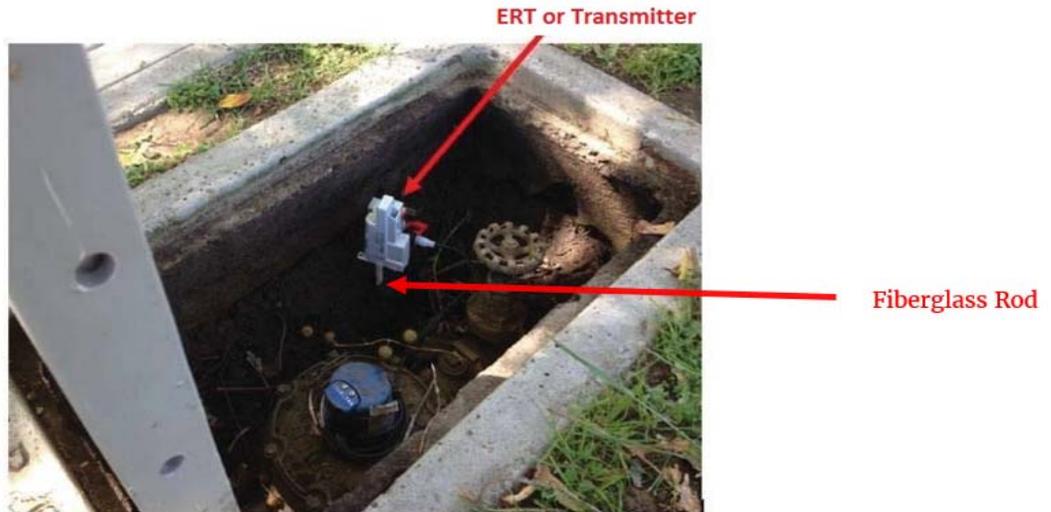


Photo 6 below is an example of disturbance that shall be avoided:

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 AMI Project Manager Arwa Sayed at (619) 362-0121 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 the AMI Project Manager, Arwa Sayed, at (619) 362-0121.

APPENDIX J
FLEXIBLE DELINEATOR

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

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

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

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

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

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

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

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

2. Anchor bolt assembly

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

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

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

3. Top Cap

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

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

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

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

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

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

ATTACHMENT F
INTENTIONALLY LEFT BLANK

ATTACHMENT G
CONTRACT AGREEMENT

CONTRACT AGREEMENT

CONSTRUCTION CONTRACT

This contract is made and entered into between THE CITY OF SAN DIEGO, a municipal corporation, herein called "City", and **Blue Pacific Engineering & Construction**, herein called "Contractor" for construction of **DMP Phase 1 & 2 Cycle Track Interim Implementation**; Bid No. **K-19-1764-DBB-3**; in the amount of **Two Million Eleven Thousand Seven Hundred Nineteen Dollars and Fifty Three Cents (\$2,011,719.53)**, which is comprised of the Base Bid.

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 **DMP Phase 1 & 2 Cycle Track Interim Implementation**, on file in the office of the Public Works Department as Document No. **B-17045**, 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 **DMP Phase 1 & 2 Cycle Track Interim Implementation**, Bid Number **K-19-1764-DBB-3**, San Diego, California.
3. For such performances, the City shall pay to Contractor the amounts set forth at the times and in the manner and with such additions or deductions as are provided for in this contract, and the Contractor shall accept such payment in full satisfaction of all claims incident to such performances.
4. No claim or suit whatsoever shall be made or brought by Contractor against any officer, agent, or employee of the City for or on account of anything done or omitted to be done in connection with this contract, nor shall any such officer, agent, or employee be liable hereunder.
5. This contract is effective as of the date that the Mayor or designee signs the agreement.

CONTRACT AGREEMENT (continued)

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

THE CITY OF SAN DIEGO

APPROVED AS TO FORM

By 

Mara W. Elliott, City Attorney
By 

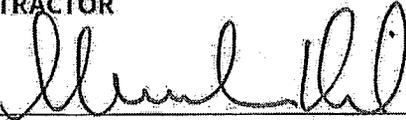
Print Name: _____
Stephen Samara
Principal Contract Specialist
Public Works Department

Print Name: RYAN P. GERRITY
Deputy City Attorney

Date: 10/11/2018

Date: 10/19/18

CONTRACTOR

By 

Print Name: SHAHRAM ELIHU

Title: OWNER

Date: 9/18/18

City of San Diego License No.: 82010019612

State Contractor's License No.: 824455

DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) REGISTRATION NUMBER: 1000003217

CERTIFICATIONS AND FORMS

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

BIDDER'S GENERAL INFORMATION

To the City of San Diego:

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

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

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

State of California

County of San Diego

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

CONTRACTOR CERTIFICATION

DRUG-FREE WORKPLACE

I hereby certify that I am familiar with the requirements of San Diego City Council Policy No. 100-17 regarding Drug-Free Workplace as outlined in the WHITEBOOK, Section 7-13.3, "Drug-Free Workplace", of the project specifications, and that;

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

CONTRACTOR CERTIFICATION

AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE CERTIFICATION

I hereby certify that I am familiar with the requirements of San Diego City Council Policy No. 100-4 regarding the Americans With Disabilities Act (ADA) outlined in the WHITEBOOK, Section 7-13.2, "Americans With Disabilities Act", of the project specifications, and that:

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

CONTRACTOR CERTIFICATION

CONTRACTOR STANDARDS – PLEDGE OF COMPLIANCE

I declare under penalty of perjury that I am authorized to make this certification on behalf of the company submitting this bid/proposal, that as Contractor, I am familiar with the requirements of City of San Diego Municipal Code § 22.3004 regarding Contractor Standards as outlined in the WHITEBOOK, Section 7-13.4, ("Contractor Standards"), of the project specifications, and that Contractor has complied with those requirements.

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

CONTRACTOR CERTIFICATION

EQUAL BENEFITS ORDINANCE CERTIFICATION

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

CONTRACTOR CERTIFICATION

EQUAL PAY ORDINANCE CERTIFICATION

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

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

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

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

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:

DMP Phase 1 & 2 Cycle Track Interim Implementation

(Project Title or Task)

as particularly described in said contract and identified as Bid No. **K-19-1764-DBB-3**; SAP No. (WBS/IO/CC) **B-17056**; 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

CERTIFICATE OF COMPLIANCE

Materials and Workmanship Compliance

For Contract or Task _____

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

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

Material Description:

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

Signed by: _____

Printed Name: _____

Title: _____

Company: _____

Date: _____

City of San Diego

**Public Works Department
CONSTRUCTION MANAGEMENT AND FIELD SERVICES**

NOTICE OF MATERIALS TO BE USED

To: _____ Date: _____, 20____

Resident Engineer

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

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

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

It is requested that you arrange for a sampling, testing, and inspection of the materials prior to delivery, in accordance with Section 4-1.11 of the WHITEBOOK, where it is practicable, and in accordance with your policy. It is understood that source inspection does not relieve the Contractor of full responsibility for incorporating in the work, materials that comply in all respects with the contract plans and specifications, nor does it preclude subsequent rejection of materials found to be undesirable or unsuitable.

Distribution:

Supplier

Signature of Supplier

Address

LIST OF SUBCONTRACTORS

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

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

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

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

Certified Minority Business Enterprise	MBE	Certified Woman Business Enterprise	WBE
Certified Disadvantaged Business Enterprise	DBE	Certified Disabled Veteran Business Enterprise	DVBE
Other Business Enterprise	OBE	Certified Emerging Local Business Enterprise	ELBE
Certified Small Local Business Enterprise	SLBE	Small Disadvantaged Business	SDB
Woman-Owned Small Business	WoSB	HUBZone Business	HUBZone
Service-Disabled Veteran Owned Small Business	SDVOSB		

- Ⓜ As appropriate, Bidder shall indicate if Subcontractor is certified by:

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

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

NAMED EQUIPMENT/MATERIAL SUPPLIER LIST

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

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

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

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

ELECTRONICALLY SUBMITTED FORMS

THE FOLLOWING FORMS MUST BE SUBMITTED IN PDF FORMAT WITH BID SUBMISSION

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

- A. BID BOND - See Instructions to Bidders, Bidders Guarantee of Good Faith (Bid Security) for further instructions**
- B. CONTRACTOR'S CERTIFICATION OF PENDING ACTIONS**
- C. MANDATORY DISCLOSURE OF BUSINESS INTERESTS FORM**
- D. LIST OF TIERED SUBCONTRACTORS**

Bids will not be accepted until ALL the above-named forms are submitted as part of the bid submittal

BID BOND

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

KNOW ALL MEN BY THESE PRESENTS,

That BLUE PACIFIC ENGINEERING & CONSTRUCTION as Principal, and NORTH AMERICAN SPECIALTY 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

DMP PHASE 1 & 2 CYCLE TRACK INTERIM IMPLEMENTATION K-19-1764-DBB-3

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

SIGNED AND SEALED, this 27TH day of AUGUST, 2018

BLUE PACIFIC ENGINEERING & CONSTRUCTION (SEAL)

(Principal)

By: [Signature]
(Signature)

NORTH AMERICAN SPECIALTY INSURANCE COMPANY (SEAL)

(Surety)

By: [Signature]
(Signature)
MARK D. IATAROLA, ATTORNEY-IN-FACT

(SEAL AND NOTARIAL ACKNOWLEDGEMENT OF SURETY)



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

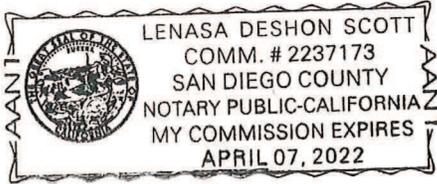
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }
County of SAN DIEGO

On 8/27/2018 before me, LENASA DESHON SCOTT, NOTARY PUBLIC
Date Here Insert Name and Title of the Officer

personally appeared MARK D. IATAROLA
Name(s) of Signer(s)

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



Place Notary Seal and/or Stamp Above

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

WITNESS my hand and official seal.

Signature *Lenasa Deshon Scott*
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: MARK D. IATAROLA
 Corporate Officer – Title(s): _____
 Partner – Limited General
 Individual Attorney in Fact
 Trustee Guardian of Conservator
 Other: _____
Signer is Representing: _____

Signer's Name: _____
 Corporate Officer – Title(s): _____
 Partner – Limited General
 Individual Attorney in Fact
 Trustee Guardian of Conservator
 Other: _____
Signer is Representing: _____

SWISS RE CORPORATE SOLUTIONS

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Overland Park, Kansas, and Washington International Insurance Company, a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Overland Park, Kansas, each does hereby make, constitute and appoint:

JOHN G. MALONEY, HELEN MALONEY, MARK D. IATAROLA, AND SANDRA FIGUEROA

HELEN E. WHEALDON

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

FIFTY MILLION (\$50,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on the 9th of May, 2012:

“RESOLVED, that any two of the Presidents, any Managing Director, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached.”



By [Signature]
Steven P. Anderson, Senior Vice President of Washington International Insurance Company
& Senior Vice President of North American Specialty Insurance Company



By [Signature]
Michael A. Ito, Senior Vice President of Washington International Insurance Company
& Senior Vice President of North American Specialty Insurance Company

IN WITNESS WHEREOF, North American Specialty Insurance Company and Washington International Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 12 day of JANUARY, 2018.

North American Specialty Insurance Company
Washington International Insurance Company

State of Illinois
County of Cook ss:

On this 12 day of JANUARY, 2018, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Michael A. Ito, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



[Signature]
M. Kenny, Notary Public

I, Jeffrey Goldberg, the duly elected Assistant Secretary of North American Specialty Insurance Company and Washington International Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company and Washington International Insurance Company, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 27th day of AUGUST, 2018.

[Signature]
Jeffrey Goldberg, Vice President & Assistant Secretary of
Washington International Insurance Company & North American Specialty Insurance Company

CONTRACTOR'S CERTIFICATION OF PENDING ACTIONS

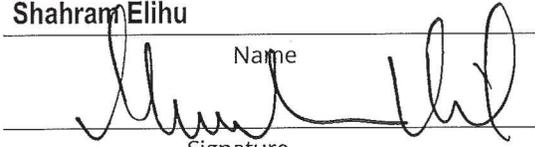
As part of its bid or proposal (Non-Price Proposal in the case of Design-Build contracts), the Bidder shall provide to the City a list of all instances within the past 10 years where a complaint was filed or pending against the Bidder in a legal or administrative proceeding alleging that Bidder discriminated 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: Blue Pacific Engineering & Construction

Certified By Shahram Elihu Title Sole Proprietor

Name Signature Date 08/28/2018

USE ADDITIONAL FORMS AS NECESSARY

Mandatory Disclosure of Business Interests Form

BIDDER/PROPOSER INFORMATION

Legal Name	DBA		
Blue Pacific Engineering & Construction			
Street Address	City	State	Zip
7330 Opportunity Road, Suite A,	San Diego,	CA	92111
Contact Person, Title	Phone	Fax	
Shahram Elihu, Sole Proprietor	858-956-1456	619-291-0482	

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:

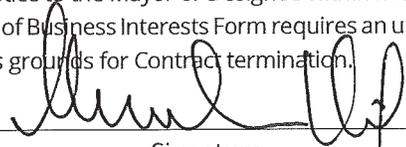
- communicating or negotiating with City officers or employees,
- submitting or preparing applications, bids, proposals or other documents for purposes of contracting with the City, or
- directing or supervising the actions of persons engaged in the above activity.

Shahram Elihu	Sole Proprietor
Name	Title/Position
327 El Pedregal, Solana Beach CA 92075	
City and State of Residence	Employer (if different than Bidder/Proposer)
100% Ownership/Sole Proprietor of Blue Pacific Engineering & Construction	
Interest in the transaction	

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

* Use Additional Pages if Necessary *

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

Shahram Elihu, Sole Proprietor		08/28/2018
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.

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).**

NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONSTRUCTOR OR DESIGNER	DIR REGISTRATION NUMBER	SUBCONTRACTOR LICENSE NUMBER	TYPE OF WORK
Name: NONE Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____				
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 ****

Bid Results

Bidder Details

Vendor Name Blue Pacific Engineering & Construction
Address 7330 Opportunity Road, Suite J, San Diego, CA, 92111
 San Diego, CA 92111
 United States
Respondee Shahram Elihu
Respondee Title Owner
Phone 858-956-1456 Ext.
Email richard@bluepacificeng.com
Vendor Type CAU,MALE,PQUAL,SLBE,CADIR,Local
License # 824455
CADIR 1000003217

Bid Detail

Bid Format Electronic
Submitted August 28, 2018 12:41:57 PM (Pacific)
Delivery Method
Bid Responsive
Bid Status Submitted
Confirmation # 152740
Ranking 0

Respondee Comment

Buyer Comment

Attachments

File Title	File Name	File Type
Pending Actions	BP pending.pdf	Contractor's Certification of Pending Actions
Business Interests Disclosure	BP disclosure.pdf	Mandatory Disclosure of Business Interests Form
Tiered Subcontractors	BP sub tier.pdf	List of Tiered Subcontractors
Bid Bond	BP bid bond.pdf	Bid Bond

Line Items

Type	Item Code	UOM	Qty	Unit Price	Line Total	Comment
Main Bid						
1	Bonds (Payment and Performance)					
	524126	LS	1	\$50,000.00	\$50,000.00	
2	WPCP Development					
	541330	LS	1	\$3,000.00	\$3,000.00	
3	WPCP Implementation					
	237990	LS	1	\$30,000.00	\$30,000.00	
4	Field Orders (EOC Type II)					
		AL	1	\$125,000.00	\$125,000.00	

Bid Results

Type	Item Code	UOM	Qty	Unit Price	Line Total	Comment
5	Raise Appurtenance to Grade (Water, Sewer)					
	237310	EA	20	\$1,000.00	\$20,000.00	
6	Adjust Survey Monument to Grade					
	237310	EA	10	\$1,500.00	\$15,000.00	
7	Reconstruct Survey Monument Box					
	237310	EA	10	\$2,000.00	\$20,000.00	
8	Class II Base					
	237310	TON	20	\$250.00	\$5,000.00	
9	Traffic Detector Loop Replacement or Conduit Stub Installed					
	238210	EA	12	\$1,200.00	\$14,400.00	
10	Removal of Humps and Pavement Irregularities					
	237310	LF	94	\$150.00	\$14,100.00	
11	Asphalt Pavement Repair					
	237310	TON	2274	\$180.00	\$409,320.00	
12	Asphalt Concrete with Pavement Fabric Material					
	237310	TON	1000	\$250.00	\$250,000.00	
13	Rubber Polymer Modified Slurry (RPMS) Type I					
	237310	SF	772060	\$0.31	\$239,338.60	
14	Rubber Polymer Modified Slurry (RPMS) Type I Over Type II					
	237310	SF	177783	\$0.46	\$81,780.18	
15	Crack Seal					
	237310	LB	73062	\$3.48	\$254,255.76	
16	Traffic Control Including Engineered Traffic Control Plans and Permits					
	541330	LS	1	\$100,000.00	\$100,000.00	
17	Post-construction Requirements - Inlet Markers					
	237310	EA	36	\$100.00	\$3,600.00	
18	Permit Fee Allowance (EOC Type I)					
	237310	AL	1	\$15,000.00	\$15,000.00	
19	Removal of Traffic Striping and Curb Markings					
	237310	LF	1735	\$2.19	\$3,799.65	
20	Painted Traffic Stripes and Painted Curb Markings					
	237310	LF	47237	\$0.45	\$21,256.65	

Bid Results

Type	Item Code	UOM	Qty	Unit Price	Line Total	Comment
21	Parking Space Marking (T's)					
	237310	EA	568	\$8.81	\$5,004.08	
22	Angled Parking Stall Markings					
	237310	LF	6375	\$0.36	\$2,295.00	
23	Bike Lane Symbol with Person					
	237310	EA	82	\$35.00	\$2,870.00	
24	Bike Lane Arrow					
	237310	EA	82	\$22.50	\$1,845.00	
25	Shared Roadway Bicycle Marking					
	237310	EA	19	\$106.25	\$2,018.75	
26	'STOP' Pavement Marking (Custom)					
	237310	EA	27	\$51.88	\$1,400.76	
27	Green Paint Treatment					
	237310	SF	10390	\$0.79	\$8,208.10	
28	1'-0" Thermoplastic Limit Line Pavement Marking-White					
	237310	LF	4445	\$2.88	\$12,801.60	
29	Thermoplastic Continental Crosswalk Pavement Markings					
	237310	SF	40420	\$2.88	\$116,409.60	
30	Pavement Marking Arrows					
	237310	EA	18	\$95.00	\$1,710.00	
31	"STOP" Pavement Marking					
	237310	EA	58	\$85.00	\$4,930.00	
32	Retroreflective Pavement Marker					
	237310	EA	820	\$3.69	\$3,025.80	
33	Flexible Delineator					
	237310	EA	634	\$275.00	\$174,350.00	
Subtotal					\$2,011,719.53	
Total					\$2,011,719.53	

Subcontractors

Name & Address	Description	License Num	CADIR	Amount	Type
Payco Specialties, Inc. 120 North Second Ave Chula Vista, CA 91910-1127 United States	Striping and Signage, Bid Items 19-32	298637	1000003515	\$149,868.42	DBE, WBE
American Asphalt South, Inc. PO Box 310036 14436 Santa Ana Ave Fontana, CA 92331 United States	RPMS and Crack Seal, Bid Items 13-15	784969	1000000645	\$458,046.77	CAU, MALE, CADIR, P QUAL

Item Num	Section	Item Code	Description	Reference	Unit of Measure	Quantity	Blue Pacific Engineering & Construction - Unit Price	Blue Pacific Engineering & Construction - Line Total
1	Main Bid	524126	Bonds (Payment and	2-4.1	LS	1	\$50,000.00	\$50,000.00
2	Main Bid	541330	WPCP Development	7-8.6.4.2	LS	1	\$3,000.00	\$3,000.00
3	Main Bid	237990	WPCP Implementation	7-8.6.4.2	LS	1	\$30,000.00	\$30,000.00
4	Main Bid		Field Orders (EOC Type II)	9-3.5	AL	1	\$125,000.00	\$125,000.00
5	Main Bid	237310	Raise Appurtenance to Grade	301-1.7	EA	20	\$1,000.00	\$20,000.00
6	Main Bid	237310	Adjust Survey Monument to	301-1.8.1	EA	10	\$1,500.00	\$15,000.00
7	Main Bid	237310	Reconstruct Survey Monument	301-1.8.1	EA	10	\$2,000.00	\$20,000.00
8	Main Bid	237310	Class II Base	301-2.4	TON	20	\$250.00	\$5,000.00
9	Main Bid	238210	Traffic Detector Loop	302-1.12 AND 701-2	EA	12	\$1,200.00	\$14,400.00
10	Main Bid	237310	Removal of Humps and	302-1.12	LF	94	\$150.00	\$14,100.00
11	Main Bid	237310	Asphalt Pavement Repair	302-3.2	TON	2274	\$180.00	\$409,320.00
12	Main Bid	237310	Asphalt Concrete with	302-1.12	TON	1000	\$250.00	\$250,000.00
13	Main Bid	237310	Rubber Polymer Modified	302-4.12.4	SF	772060	\$0.31	\$239,338.60
14	Main Bid	237310	Rubber Polymer Modified	302-4.12.4	SF	177783	\$0.46	\$81,780.18
15	Main Bid	237310	Crack Seal	302-14.5	LB	73062	\$3.48	\$254,255.76
16	Main Bid	541330	Traffic Control Including Engineered Traffic Control	601-6	LS	1	\$100,000.00	\$100,000.00
17	Main Bid	237310	Post-construction	7-8.6.4.2	EA	36	\$100.00	\$3,600.00
18	Main Bid	237310	Permit Fee Allowance (EOC	7-5.3	AL	1	\$15,000.00	\$15,000.00
19	Main Bid	237310	Removal of Traffic Striping and	314-2.3	LF	1735	\$2.19	\$3,799.65
20	Main Bid	237310	Painted Traffic Stripes and	314-4.3.7	LF	47237	\$0.45	\$21,256.65
21	Main Bid	237310	Parking Space Marking (T's)	314-4.3.7	EA	568	\$8.81	\$5,004.08
22	Main Bid	237310	Angled Parking Stall Markings	314-4.3.7	LF	6375	\$0.36	\$2,295.00
23	Main Bid	237310	Bike Lane Symbol with Person	314-4.3.7	EA	82	\$35.00	\$2,870.00
24	Main Bid	237310	Bike Lane Arrow	314-4.3.7	EA	82	\$22.50	\$1,845.00
25	Main Bid	237310	Shared Roadway Bicycle	314-4.3.7	EA	19	\$106.25	\$2,018.75
26	Main Bid	237310	'STOP' Pavement Marking	314-4.3.7	EA	27	\$51.88	\$1,400.76
27	Main Bid	237310	Green Paint Treatment	314-4.3.7	SF	10390	\$0.79	\$8,208.10
28	Main Bid	237310	1'-0" Thermoplastic Limit Line	314-4.4.6	LF	4445	\$2.88	\$12,801.60
29	Main Bid	237310	Thermoplastic Continental	314-4.4.6	SF	40420	\$2.88	\$116,409.60
30	Main Bid	237310	Pavement Marking Arrows	314-4.4.6	EA	18	\$95.00	\$1,710.00
31	Main Bid	237310	STOP' Pavement Marking	314-4.4.6	EA	58	\$85.00	\$4,930.00
32	Main Bid	237310	Retroreflective Pavement	314-5.7	EA	820	\$3.69	\$3,025.80
33	Main Bid	237310	Flexible Delineator	601-6	EA	634	\$275.00	\$174,350.00
							Subtotal	\$2,011,719.53
							Total	\$2,011,719.53