City of San Diego

CONTRACTOR'S NAME: Hazard Construction ENGR LLC

ADDRESS: 10529 Vine Street, Lakeside, CA 92040

TELEPHONE NO.: 858-587-3600 E-Mail.: bseeger@hazardconstruction.com

CITY CONTACT: Ronald McMinn, Contract Specialist, Email: RMcMinn@sandiego.gov

Phone No. (619) 533-4618

A. Saleh / E. Dunn / Y. Kawai

BIDDING DOCUMENTS



FOR



ASPHALT OVERLAY 2202 (SS) PHASE I

BID NO.:	K-24-2199-DBB-3	
SAP NO. (WBS/IO/CC):	B-23019	
CLIENT DEPARTMENT:		
COUNCIL DISTRICT:	4, 8, 9	
PROIECT TYPE:	ID	

THIS CONTRACT WILL BE SUBJECT TO THE FOLLOWING:

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

BID DUE DATE:

2:00 PM AUGUST 24, 2023

CITY OF SAN DIEGO'S ELECTRONIC BIDDING SITE, PLANETBIDS

http://www.sandiego.gov/cip/bidopps/index.shtml

ENGINEER OF WORK

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

Zach Barhoumi Registered Engineer	<u>6/27/2023</u> Date	Seal:	No. 88902 No. 88902 No. 88902
			OF CALL

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REQUIRED DOCUMENTS SCHEDULE DURING BIDDING AND AWARDING

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

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

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

ITEM	DOCUMENT TO BE SUBMITTED	WHEN DUE	FROM
1.	Bid Bond (PDF via PlanetBids)	At Time of Bid	ALL BIDDERS
2.	Contractors Certification of Pending Actions	At Time of Bid	ALL BIDDERS
3.	Mandatory Disclosure of Business Interests	At Time of Bid	ALL BIDDERS
4.	Debarment and Suspension Certification for Prime Contractors	At Time of Bid	ALL BIDDERS
5.	Debarment and Suspension Certification for Subcontractors, Suppliers & Mfgrs	At Time of Bid	ALL BIDDERS
6.	Bid Bond (Original)	By 5PM 1 working day after bid opening	ALL BIDDERS
7.	SLBE Good Faith Effort Documentation	By 5 PM 3 working days after bid opening	ALL BIDDERS
8.	Form AA60 – List of Work Made Available	By 5 PM 3 working days after bid opening with Good Faith Effort (GFE) documentation	ALL BIDDERS
9.	If the Contractor is a Joint Venture: • Joint Venture Agreement • Joint Venture License	Within 10 working days of receipt by bidder of contract forms	AWARDED BIDDER
10.	Payment & Performance Bond; Certificates of Insurance & Endorsements; and Signed Contract Agreement Page	Within 10 working days of receipt by bidder of contract forms and NOI	AWARDED BIDDER
11.	Listing of "Other Than First Tier" Subcontractors	Within 10 working days of receipt by bidder of contract forms	AWARDED BIDDER

NOTICE INVITING BIDS

- **1. SUMMARY OF WORK:** This is the City of San Diego's (City) solicitation process to acquire Construction services for **ASPHALT OVERLAY 2202 (SS) PHASE I.** For additional information refer to Attachment A.
- **2. FULL AND OPEN COMPETITION:** This solicitation is subject to full and open competition and may be bid by Contractors on the City's approved Prequalified Contractors List. For information regarding the Contractors Prequalified list visit the City's web site: http://www.sandiego.gov.
- **3. ESTIMATED CONSTRUCTION COST:** The City's estimated construction cost for this project is **\$6,470,000.**
- 4. BID DUE DATE AND TIME ARE: AUGUST 24, 2023 at 2:00 PM.
- **5. PREVAILING WAGE RATES APPLY TO THIS CONTRACT:** Refer to Attachment D.
- **6. LICENSE REQUIREMENT**: To be eligible for award of this contract, Prime contractor must possess the following licensing classification: **A**
- **7. SUBCONTRACTING PARTICIPATION PERCENTAGES**: Subcontracting participation percentages apply to this contract.
 - **7.1.** The City has incorporated **mandatory** SLBE-ELBE subcontractor participation percentages to enhance competition and maximize subcontracting opportunities. For the purpose of achieving the mandatory subcontractor participation percentages, a recommended breakdown of the SLBE and ELBE subcontractor participation percentages based upon certified SLBE and ELBE firms has also been provided to achieve the mandatory subcontractor participation percentages:

SLBE participation
 ELBE participation
 Total mandatory participation
 15.1%

- **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 (GFE) documentation, saved in searchable Portable Document Format (PDF), demonstrating the Bidder made a good faith effort to conduct outreach to and include SLBE-ELBE Subcontractors as required in this solicitation by 5 PM 3 Working Days after the Bid opening if the overall mandatory participation percentage is not met.

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

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

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

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

- **2.7. BIDS MAY BE WITHDRAWN** by the Bidder only up to the bid due date and time.
 - 2.7.1. Important Note: Submission of the electronic bid into the system may not be instantaneous. Due to the speed and capabilities of the user's internet service provider (ISP), bandwidth, computer hardware and other variables, it may take time for the bidder's submission to upload and be received by the City's eBidding system. It is the bidder's sole responsibility to ensure their bids are received on time by the City's eBidding system. The City of San Diego is not responsible for bids that do not arrive by the required date and time.
- **2.8. ACCESSIBILITY AND AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE:** To request a copy of this solicitation in an alternative format, contact the Purchasing & Contracting Department, Public Works Division Contract Specialist listed on the cover of this solicitation at least five (5) working days prior to the Bid/Proposal due date to ensure availability.

3. ELECTRONIC BID SUBMISSIONS CARRY FULL FORCE AND EFFECT:

- **3.1.** The bidder, by submitting its electronic bid, acknowledges that doing so carries the same force and full legal effect as a paper submission with a longhand (wet) signature.
- **3.2.** By submitting an electronic bid, the bidder certifies that the bidder has thoroughly examined and understands the entire Contract Documents (which consist of the plans and specifications, drawings, forms, affidavits and the solicitation documents), and that by submitting the eBid as its bid proposal, the bidder acknowledges, agrees to and is bound by the entire Contract Documents, including any addenda issued thereto, and incorporated by reference in the Contract Documents.
- **3.3.** The Bidder, by submitting its electronic bid, agrees to and certifies under penalty of perjury under the laws of the State of California, that the certification, forms and affidavits submitted as part of this bid are true and correct.
- 3.4. The Bidder agrees to the construction of the project as described in Attachment "A—Scope of Work" for the City of San Diego, in accordance with the requirements set forth herein for the electronically submitted prices. The Bidder guarantees the Contract Price for a period of 120 days from the date of Bid opening. The duration of the Contract Price guarantee shall be extended by the number of days required for the City to obtain all items necessary to fulfill all conditions precedent.
- 4. BIDS ARE PUBLIC RECORDS: Upon receipt by the City, Bids shall become public records subject to public disclosure. It is the responsibility of the respondent to clearly identify any confidential, proprietary, trade secret or otherwise legally privileged information contained within the Bid. General references to sections of the California Public Records Act (PRA) will not suffice. If the Contractor does not provide applicable case law that clearly establishes that the requested information is exempt from the disclosure requirements of the PRA, the City

shall be free to release the information when required in accordance with the PRA, pursuant to any other applicable law, or by order of any court or government agency, and the Contractor will hold the City harmless for release of this information.

5. CONTRACTOR REGISTRATION AND ELECTRONIC REPORTING SYSTEM:

- **5.1. Prior** to the Award of the Contract or Task Order, you and your Subcontractors and Suppliers must register with the City's web-based vendor registration and bid management system. For additional information go to:
 - http://www.sandiego.gov/purchasing/bids-contracts/vendorreg
- **5.2.** The City may not award the contract until registration of all subcontractors and suppliers is complete. In the event this requirement is not met within the time frame specified in the Notice of Intent to Award letter, the City reserves the right to rescind the Notice of Award / Intent to Award and to make the award to the next responsive and responsible bidder / proposer.
- **JOINT VENTURE CONTRACTORS:** Provide a copy of the Joint Venture agreement and the Joint Venture license to the City within 14 Calendar Days after receiving the Contract forms.

7. INSURANCE REQUIREMENTS:

- **7.1.** All certificates of insurance and endorsements required by the contract are to be provided upon issuance of the City's Notice of Intent to Award letter.
- **7.2.** Refer to sections 5-4, "INSURANCE" of the Supplementary Special Provisions (SSP) for the insurance requirements which must be met.
- **8. REFERENCE STANDARDS:** Except as otherwise noted or specified, the Work shall be completed in accordance with the following standards:

Title	Edition	Document Number
Standard Specifications for Public Works Construction ("The GREENBOOK") http://www.greenbookspecs.org/	2021	ECPI010122-01
City of San Diego Standard Specifications for Public Works Construction ("The WHITEBOOK")* https://www.sandiego.gov/ecp/edocref/greenbook	2021	ECPI010122-02
City of San Diego Standard Drawings* https://www.sandiego.gov/ecp/edocref/standarddraw	2021	ECPI010122-03
Citywide Computer Aided Design and Drafting (CADD) Standards https://www.sandiego.gov/ecp/edocref/drawings	2018	PWPI010119-04
California Department of Transportation (CALTRANS) Standard Specifications https://dot.ca.gov/programs/design/ccs-standard-plans-and-standard-specifications	2018	PWPI030119-05

Title	Edition	Document Number
CALTRANS Standard Plans https://dot.ca.gov/programs/design/ccs-standard-plans-and-standard-specifications	2018	PWPI030119-06
California Manual on Uniform Traffic Control Devices Revision 6 (CA MUTCD Rev 6) https://dot.ca.gov/programs/safety-programs/camutcd/camutcd-files		PWPI060121-10
NOTE: *Available online under Engineering Documents and References at: https://www.sandiego.gov/ecp/edocref/ *Electronic updates to the Standard Drawings may also be found in the link above		

- 9. CITY'S RESPONSES AND ADDENDA: The City, at its discretion, may respond to any or all questions submitted in writing via the City's eBidding web site in the <u>form of an addendum</u>. No other responses to questions, oral or written shall be of any force or effect with respect to this solicitation. The changes to the Contract Documents through addenda are made effective as though originally issued with the Bid. The Bidders shall acknowledge the receipt of Addenda at the time of bid submission.
- 10. CITY'S RIGHTS RESERVED: The City reserves the right to cancel the Notice Inviting Bids at any time, and further reserves the right to reject submitted Bids, without giving any reason for such action, at its sole discretion and without liability. Costs incurred by the Bidder(s) as a result of preparing Bids under the Notice Inviting Bids shall be the sole responsibility of each bidder. The Notice Inviting Bids creates or imposes no obligation upon the City to enter a contract.
- 11. CONTRACT PRICING: This solicitation is for a Lump Sum contract with Unit Price provisions as set forth herein. The Bidder agrees to perform construction services for the City of San Diego in accordance with these contract documents for the prices listed below. The Bidder further agrees to guarantee the Contract Price for a period of 120 days from the date of Bid opening. The duration of the Contract Price guarantee may be extended, by mutual consent of the parties, by the number of days required for the City to obtain all items necessary to fulfill all contractual conditions.

12. SUBCONTRACTOR INFORMATION:

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

may result in the Bid being rejected as **non-responsive** and ineligible for award. The Bidder's attention is directed to the Special Provisions – Section 3-2, "Self-Performance", which stipulates the percent of the Work to be performed with the Bidders' own forces. The Bidder shall list all SLBE, ELBE, DBE, DVBE, MBE, WBE, OBE, SDB, WoSB, HUBZone, and SDVOSB Subcontractors for which Bidders are seeking recognition towards achieving any mandatory, voluntary (or both) subcontracting participation goals.

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

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

14. AWARD:

14.1. The Award of this contract is contingent upon the Contractor's compliance with all conditions precedent to Award.

- **14.2.** Upon acceptance of a Bid, the City will prepare contract documents for execution within approximately 21 days of the date of the Bid opening and award the Contract approximately within 7 days of receipt of properly executed Contract, bonds, and insurance documents.
- **14.3.** This contract will be deemed executed and effective only upon the signing of the Contract by the Mayor or his designee and approval as to form the City Attorney's Office.
- **15. SUBCONTRACT LIMITATIONS**: The Bidder's attention is directed to Standard Specifications for Public Works Construction, Section 3-2, "SELF-PERFORMANCE" in The GREENBOOK and as amended in the SSP which requires the Contractor to self-perform not less than the specified amount. Failure to comply with this requirement shall render the bid **non-responsive** and ineligible for award.
- **16. AVAILABILITY OF PLANS AND SPECIFICATIONS:** Contract Documents may be obtained by visiting the City's website: http://www.sandiego.gov/cip/. Plans and Specifications for this contract are also available for review in the office of the City Clerk or Purchasing & Contracting Department, Public Works Division.
- 17. ONLY ONE BID PER CONTRACTOR SHALL BE ACCCEPTED: 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 subproposal to a Bidder, or who has quoted prices on materials to a Bidder, is not hereby disqualified from submitting a sub-proposal or quoting prices to other Bidders or from submitting a Bid in its own behalf. Any Bidder who submits more than one bid will result in the rejection of all bids submitted.
- 18. SAN DIEGO BUSINESS TAX CERTIFICATE: The Contractor and Subcontractors, not already having a City of San Diego Business Tax Certificate for the work contemplated shall secure the appropriate certificate from the City Treasurer, Civic Center Plaza, First floor and submit to the Contract Specialist upon request or as specified in the Contract Documents. Tax Identification numbers for both the Bidder and the listed Subcontractors must be submitted on the City provided forms within these documents.
- 19. BIDDER'S GUARANTEE OF GOOD FAITH (BID SECURITY) FOR DESIGN-BID-BUILD CONTRACTS:
 - **19.1.** For bids \$250,000 and above, bidders shall submit Bid Security at bid time. Bid Security shall be in one of the following forms: a cashier's check, or a properly certified check upon some responsible bank; or an approved corporate surety bond payable to the City of San Diego for an amount of not less than 10% of the total bid amount.
 - **19.2.** This check or bond, and the monies represented thereby, will be held by the City as a guarantee that the Bidder, if awarded the contract, will in good faith enter into the contract and furnish the required final performance and payment bonds.

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

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

20. AWARD OF CONTRACT OR REJECTION OF BIDS:

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

- **20.7.** Each Bid package properly signed as required by these specifications shall constitute a firm offer which may be accepted by the City within the time specified herein.
- **20.8.** The City reserves the right to evaluate all Bids and determine the lowest Bidder on the basis of the base bid and any proposed alternates or options as detailed herein.

21. BID RESULTS:

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

22. THE CONTRACT:

- **22.1.** The Bidder to whom award is made shall execute a written contract with the City of San Diego and furnish good and approved bonds and insurance certificates specified by the City within 14 days after receipt by Bidder of a form of contract for execution unless an extension of time is granted to the Bidder in writing.
- **22.2.** If the Bidder takes longer than 14 days to fulfill these requirements, then the additional time taken shall be added to the Bid guarantee. The Contract shall be made in the form adopted by the City, which includes the provision that no claim or suit whatsoever shall be made or brought by Contractor against any officer, agent, or employee of the City for or on account of anything done or omitted to be done in connection with this contract, nor shall any such officer, agent, or employee be liable hereunder.
- **22.3.** If the Bidder to whom the award is made fails to enter into the contract as herein provided, the award may be annulled and the Bidder's Guarantee of Good Faith will be subject to forfeiture. An award may be made to the next lowest responsible and reliable Bidder who shall fulfill every stipulation embraced herein as if it were the party to whom the first award was made.
- **22.4.** Pursuant to the San Diego City Charter section 94, the City may only award a public works contract to the lowest responsible and reliable Bidder. The City will require the Apparent Low Bidder to (i) submit information to determine the Bidder's responsibility and reliability, (ii) execute the Contract in form provided by the City, and (iii) furnish good and approved bonds and insurance certificates specified by the City within 14 Days, unless otherwise approved by the City, in writing after the Bidder receives

- notification from the City, designating the Bidder as the Apparent Low Bidder and formally requesting the above mentioned items.
- 22.5. The award of the Contract is contingent upon the satisfactory completion of the above-mentioned items and becomes effective upon the signing of the Contract by the Mayor or designee and approval as to form by the City Attorney's Office. If the Apparent Low Bidder does not execute the Contract or submit required documents and information, the City may award the Contract to the next lowest responsible and reliable Bidder who shall fulfill every condition precedent to award. A corporation designated as the Apparent Low Bidder shall furnish evidence of its corporate existence and evidence that the officer signing the Contract and bond for the corporation is duly authorized to do so.
- 23. **EXAMINATION OF PLANS, SPECIFICATIONS, AND SITE OF WORK:** The Bidder shall examine carefully the Project Site, the Plans and Specifications, other materials as described in the Special Provisions, Section 3-9, "TECHNICAL STUDIES AND SUBSURFACE DATA", and the proposal forms (e.g., Bidding Documents). The submission of a Bid shall be conclusive evidence that the Bidder has investigated and is satisfied as to the conditions to be encountered, as to the character, quality, and scope of work, the quantities of materials to be furnished, and as to the requirements of the Bidding Documents Proposal, Plans, and Specifications.
- **24. CITY STANDARD PROVISIONS:** This contract is subject to the following standard provisions. See The WHITEBOOK for details.
 - **24.1.** The City of San Diego Resolution No. R-277952 adopted on May 20, 1991 for a Drug-Free Workplace.
 - **24.2.** The City of San Diego Resolution No. R-282153 adopted on June 14, 1993 related to the Americans with Disabilities Act.
 - **24.3.** The City of San Diego Municipal Code §22.3004 for Contractor Standards.
 - **24.4.** The City of San Diego's Labor Compliance Program and the State of California Labor Code §§1771.5(b) and 1776.
 - **24.5.** Sections 1777.5, 1777.6, and 1777.7 of the State of California Labor Code concerning the employment of apprentices by contractors and subcontractors performing public works contracts.
 - **24.6.** The City's Equal Benefits Ordinance (EBO), Chapter 2, Article 2, Division 43 of The San Diego Municipal Code (SDMC).
 - **24.7.** The City's Information Security Policy (ISP) as defined in the City's Administrative Regulation 90.63.

25. PRE-AWARD ACTIVITIES:

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

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

Hazard Construction ENGR LLC

, a corporation, as principal, and

Nationwide Mutual Insurance Company

, a corporation authorized to do

business in the State of California, as Surety, hereby obligate themselves, their successors and assigns, jointly and severally, to The City of San Diego a municipal corporation in the sum of Seven Million Three Hundred Seventy Two Thousand Nine Hundred Twenty Seven Dollars and Seventy Five Cents (\$7,372,927.75) for the faithful performance of the annexed contract, Asphalt Overlay 2202 Phase I Document No. B-23019 and in the sum of Seven Million Three Hundred Seventy Two Thousand Nine Hundred Twenty Seven Dollars and Seventy Five Cents (\$7,372,927.75) or the benefit of laborers and materialmen designated below.

Conditions:

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

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

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

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

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

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

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

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

THE CITY OF SAN DIEGO	APPROVED AS TO FORM
By: Berric Doringo Deputy Director Purchasing & Contracting Department	Mara W. Elliott, City Attorney By: Print Name: Deputy City Attorney
Date: 10/13/2023	Date: /8 /3/2023
CONTRACTOR By:	By: Attorney-In-Fact
Print Name: Jason A. Mordhorst, President	Print Name:Alex Karaniwan
Date: 9/13/23	Date:09/11/2023
	110 W A St, Ste 725, San Diego, CA 92101
	Local Address of Sur
	619-297-3160
	Local Phone Number of Surety
	\$44.238.00
	Premium
	7901134429
	Bond Number

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint:

BILL BODENSTADT; CHANEL ASFAW; HANNAH MCGARVEY; KIM ACEVEDO; KYLE KING; TRAVIS PEARSON; ALEX KARANIWAN;

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of

UNLIMITED

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

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

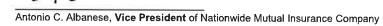
"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 20th day of August, 2021.



ACKNOWLEDGMENT



STATE OF NEW YORK COUNTY OF NEW YORK: ss

On this 20th day of August, 2021, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.

Stephanie Rubino McArthur Notary Public, State of New York No. 02MC6270117 Qualfied in New York County Commission Expires October 19, 2024 Scylvanie Buluno Molthe

Notary Public

My Commission Expire

October 19, 2024

CERTIFICATE

I, Laura B. Guy, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this 11th day of September 2023

Congression

Assistant Secretary

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 SEP 1 1 2023 before me, Grant Jacka , Notary Public, Insert Name of Notary exactly as it appears on the official seal personally appeared Alex Karaniwan Name(s) of Signer(s) who proved to me on the basis of satisfactory evidence to GRANT JACKA COMM. #2365723 NOTARY PUBLIC • CALIFORNIA F 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 SAN DIEGO COUNTY SAN DIEGO COUNTY Commission Expires JULY 15, 2025 person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. Witness my hand and official seal. Signature Signature of Notar Public Place Notary Seal Above ---- OPTIONAL Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of the form to another document. **Description of Attached Document** Title or Type of Document: _____ Number of Pages: _____ Document Date: Signer(s) Other Than Named Above: Capacity(ies) Claimed by Signer(s) Signer's Name: _____ Signer's Name: ☐ Individual ☐ Individual ☐ Corporate Officer — Title(s):___ ☐ Corporate Officer — Title(s): ☐ Partner ☐ Limited ☐ General ☐ Partner ☐ Limited ☐ General ☐ Attorney in Fact ☐ Attorney in Fact RIGHT THUMBPRINT RIGHT THUMBPRINT Trustee ☐ Trustee OF SIGNER OF SIGNER ☐ Guardian or Conservator ☐ Guardian or Conservator Top of thumb here Top of thumb here Signer is Representing: Signer is Representing:

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT Civil Code § 1189

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

State of <u>California</u>	
County of San Dieg	ÇO
	3 before me, Apryle Briede, Notary Public
Date personally appeared	NAME, TITLE OF OFFICER - E.G. AJANE DOE, NOTARY PUBLIC Jason A. Mordhorst
	NAME(S) OF SIGNER(S)
who proved to me on the	e basis of satisfactory evidence to be the person(s) whose name(s) is/are

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

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

WITNESS my hand and official seal.

(SEAL)

APRYLE BRIEDE
Notary Public - California
San Diego County
Commission # 2408839
My Comm. Expires Jul 17, 2026

ATTACHMENTS

ATTACHMENT A

SCOPE OF WORK

SCOPE OF WORK

- 1. SCOPE OF WORK: Work will involve furnishing all labor, materials, equipment, services, quality assurance and construction including but not limited to grinding, cold milling, hauling and disposal of the existing asphalt and concrete and installment of new pavement, excavation for pavement base repair for approximately 5.32 miles of streets, installation of Asphalt Concrete with Aramid Fiber, raising appurtenances and survey monuments to grade, night work, sweeping, installation of curb ramps to meet ADA requirements, sidewalk panel removal and replacement, curb and gutter removal and replacement, cross gutter and alley apron removal and replacement, commercial driveway replacement, relocation of pedestrian push buttons, installation of new pedestrian push buttons and push button posts, removal and replacement of pedestrian barricades, tree trimming, root pruning, tree removal, weed abatement, weed spraying, replacing traffic striping/markings, markers/devices, replacing vehicle detector loops and stubs, traffic control drawings and permits, storm drain inlet protection, and installation of inlet markers for various streets throughout the City.
 - **1.1.** The Work shall be performed in accordance with:
 - **1.1.1.** The Notice Inviting Bids, and
 - **1.1.2.** Appendix J Estimated Asphalt Construction Quantities, Appendix K Estimated Concrete Construction Quantities, Appendix L Estimated Tree Construction Quantities and Appendix R Striping Modifications, inclusive.
- **2. LOCATION OF WORK:** The location of the Work is as follows:
 - See Appendix E Location Maps and Appendix M Approximate Paving Limits Map Book.
- 3. **CONTRACT TIME:** The Contract Time for completion of the Work shall be **135 Working Days**.

ATTACHMENT B

RESERVED

ATTACHMENT C

EQUAL OPPORTUNITY CONTRACTING PROGRAM

EQUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP)

SECTION A - GENERAL REQUIREMENTS

A. INTRODUCTION.

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

B. GENERAL.

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

C. DEFINITIONS.

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

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

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

D. CITY'S EQUAL OPPORTUNITY COMMITMENT.

1. Nondiscrimination in Contracting Ordinance.

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

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

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

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

E. EQUAL EMPLOYMENT OPPORTUNITY OUTREACH PROGRAM.

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

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

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

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

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

F. SUBCONTRACTING.

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

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

G. LISTS OF SUBCONTRACTORS AND SUPPLIERS.

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

H. SUBCONTRACTOR AND SUPPLIER SUBSTITUTIONS.

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

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

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

I. PROMPT PAYMENT.

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

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

J. PROMPT PAYMENT OF FUNDS WITHHELD TO SUBCONTRACTORS.

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

K. CERTIFICATION.

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

L. CONTRACT RECORDS AND REPORTS.

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

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

EQUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP)

SECTION B - SLBE-ELBE SUBCONTRACTING REQUIREMENTS

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

A. GENERAL.

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

B. DEFINITIONS.

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

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

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

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

C. SUBCONTRACTOR PARTICIPATION.

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

- ii. If the materials or supplies are obtained from a SLBE-ELBE supplier, the Bidder will receive 60% of the cost of the materials or supplies toward SLBE participation. For the purposes of counting SLBE-ELBE participation a Supplier is a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the Contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a supplier, the firm shall be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. A person may be a supplier in such bulk items as petroleum products, steel, cement, gravel, stone, or asphalt without owning, operating, or maintaining a place of business if the person both owns and operates distribution equipment for the products. Any supplementing of the suppliers' own distribution equipment shall be by a long-term lease agreement and shall not be on an ad hoc or contract-by-contract basis.
- iii. If the materials or supplies are obtained from a SLBE-ELBE, which is neither a manufacturer nor a supplier, the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, fees or transportation charges for the delivery of materials or supplies required on a job site will be counted toward SLBE-ELBE participation, provided the fees are reasonable and not excessive as compared with fees customarily allowed for similar services. No portion of the cost of the materials and supplies themselves will be counted toward SLBE-ELBE participation.
- d) If the Bidder is seeking the recognition of SLBE-ELBE Trucking towards achieving any mandatory subcontracting participation level, the Bidder shall indicate it on Form AA35 List of Subcontractors with the Bid. The following factors will be evaluated in determining the credit to be allowed toward the respective participation level:
 - i. The SLBE-ELBE shall be responsible for the management and supervision of the entire trucking operation for which it is getting credit on a particular Contract and there shall not be a contrived arrangement for the purpose of counting SLBE-ELBE participation.
 - ii. The SLBE-ELBE shall itself own and operate at least 1 fully licensed, insured, and operational truck used on the Contract.

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

D. SLBE-ELBE SUBCONTRACTOR PARTICIPATION PERCENTAGES.

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

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

E. JOINT VENTURES.

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

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

F. MAINTAINING PARTICIPATION LEVELS.

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

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

G. SUBCONTRACTING EFFORTS REVIEW AND EVALUATION.

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

H. GOOD FAITH EFFORT DOCUMENTATION.

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

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

I. SUBCONTRACTOR SUBSTITUTION.

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

J. FALSIFICATION OF SUB-AGREEMENT AND FRAUD.

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

K. RESOURCES.

1. The current list of certified SLBE-ELBE firms and information for completing the GFE submittal can be found on the City's EOC Department website:

http://www.sandiego.gov/eoc/programs/slbe.shtml

ATTACHMENT D

PREVAILING WAGE

PREVAILING WAGE

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

- 1.3. Payroll Records. Contractor and its subcontractors shall comply with California Labor Code section 1776, which generally requires keeping accurate payroll records, verifying and certifying payroll records, and making them available for inspection. Contractor shall require its subcontractors to also comply with section 1776. Contractor and its subcontractors shall submit weekly certified payroll records online via the City's web-based Labor Compliance Program. Contractor is responsible for ensuring its subcontractors submit certified payroll records to the City.
 - **1.3.1.** Contractor and their subcontractors shall also furnish records specified in Labor Code section 1776 directly to the Labor Commissioner in the manner required by Labor Code section 1771.4.
- **1.4. Apprentices.** Contractor and its subcontractors shall comply with California Labor Code sections 1777.5, 1777.6 and 1777.7 concerning the employment and wages of apprentices. Contractor is held responsible for the compliance of their subcontractors with sections 1777.5, 1777.6 and 1777.7.
- 1.5. Working Hours. Contractor and their subcontractors shall comply with California Labor Code sections 1810 through 1815, including but not limited to: (i) restrict working hours on public works contracts to eight hours a day and forty hours a week, unless all hours worked in excess of 8 hours per day are compensated at not less than 1½ times the basic rate of pay; and (ii) specify penalties to be imposed on contractors and subcontractors of \$25 per worker per day for each day the worker works more than 8 hours per day and 40 hours per week in violation of California Labor Code sections1810 through 1815.
- **1.6. Required Provisions for Subcontracts.** Contractor shall include at a minimum a copy of the following provisions in any contract they enter into with a subcontractor: California Labor Code sections 1771, 1771.1, 1775, 1776, 1777.5, 1810, 1813, 1815, 1860 and 1861.
- 1.7. Labor Code Section 1861 Certification. Contractor in accordance with California Labor Code section 3700 is required to secure the payment of compensation of its employees and by signing this Contract, Contractor certifies that "I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract."
- **1.8. Labor Compliance Program**. The City has its own Labor Compliance Program authorized in August 2011 by the DIR. The City will withhold contract payments when payroll records are delinquent or deemed inadequate by the City or other governmental entity, or it has been established after an investigation by the City or other governmental entity that underpayment(s) have occurred. For questions or assistance, please contact the City of San Diego's Prevailing Wage Unit at 858-627-3200.

- 1.9. Contractor and Subcontractor Registration Requirements. This project is subject to compliance monitoring and enforcement by the DIR. A contractor or subcontractor shall not be qualified to bid on, be listed in a bid or proposal, subject to the requirements of section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, unless currently registered and qualified to perform public work pursuant to Labor Code section 1725.5 It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.
 - **1.9.1.** A Contractor's inadvertent error in listing a subcontractor who is not registered pursuant to Labor Code section 1725.5 in response to a solicitation shall not be grounds for filing a bid protest or grounds for considering the bid non-responsive provided that any of the following apply: (1) the subcontractor is registered prior to bid opening; (2) within twenty-four hours after the bid opening, the subcontractor is registered and has paid the penalty registration fee specified in Labor Code section 1725.5; or (3) the subcontractor is replaced by another registered subcontractor pursuant to Public Contract Code section 4107.
 - **1.9.2.** By submitting a bid or proposal to the City, Contractor is certifying that he or she has verified that all subcontractors used on this public work project are registered with the DIR in compliance with Labor Code sections 1771.1 and 1725.5, and Contractor shall provide proof of registration for themselves and all listed subcontractors to the City at the time of bid or proposal due date or upon request.
- **1.10. Stop Order.** For Contractor or its subcontractors engaging in the performance of any public work contract without having been registered in violation of Labor Code sections 1725.5 or 1771.1, the Labor Commissioner shall issue and serve a stop order prohibiting the use of the unregistered contractors or unregistered subcontractor(s) on ALL public works until the unregistered contractor or unregistered subcontractor(s) is registered. Failure to observe a stop order is a misdemeanor.
- 1.11. List of all Subcontractors. The Contractor shall provide the list of subcontractors (regardless of tier), along with their DIR registration numbers, utilized on this Contract prior to any work being performed; and the Contractor shall provide a complete list of all subcontractors with each invoice. Additionally, Contractor shall provide the City with a complete list of all subcontractors (regardless of tier) utilized on this contract within ten working days of the completion of the contract, along with their DIR registration numbers. The City shall withhold final payment to Construction Management Professional until at least thirty (30) days after this information is provided to the City.
- **1.12. Exemptions for Small Projects.** There are limited exemptions for installation, alteration, demolition, or repair work done on projects of \$25,000 or less. The Contractor shall still comply with Labor Code sections 1720 et. seq. The only recognized exemptions are listed below:

- **1.12.1.** Registration. The Contractor will not be required to register with the DIR for small projects. (Labor Code section 1771.1).
- **1.12.2.** Certified Payroll Records. The records required in Labor Code section 1776 shall be required to be kept and submitted to the City of San Diego, but will not be required to be submitted online with the DIR directly. The Contractor will need to keep those records for at least three years following the completion of the Contract. (Labor Code section 1771.4).
- **1.12.3.** List of all Subcontractors. The Contractor shall not be required to hire only registered subcontractors and is exempt from submitting the list of all subcontractors that is required in section 1.11. above. (Labor code section 1773.3).

ATTACHMENT E

SUPPLEMENTARY SPECIAL PROVISIONS

SUPPLEMENTARY SPECIAL PROVISIONS

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

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

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

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

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

Holiday	Observed On
Juneteenth	June 19

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

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

To item 108, "Working Night (Night Work)", DELETE in its entirety and SUBSTITUTE with the following:

Working Night (Night Work): Night Work shall be 9:00 PM to 5:00 AM, Sunday through Thursday, inclusive.

SECTION 2 - SCOPE OF THE WORK

2-7 CHANGES INITIATED BY THE AGENCY.

- **2-7.1 General.** To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:
 - 1. The Engineer may substitute specific sites for asphalt overlay or slurry seal due to the utility of construction conflicts or urgent community needs. The Engineer will adjust the location list provided in the Contract Documents as needed.

- 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 cubic yards of Excavation for digout repair, may in fact need a digout repair (see 301-1.6).
- 4. The Engineer may identify locations to be done ahead of the Contractor's schedule with a 30-day written notification so that curb ramps could be done ahead of the paving at no cost to the City.

SECTION 3 - CONTROL OF THE WORK

- **SELF-PERFORMANCE.** To the "GREENBOOK", DELETE in its entirety and SUBSTITUTE with the following:
 - 1. You shall perform, with your own organization, Contract Work amounting to at least **50%** of the Base Bid.
- **3-8.7 Contractor's Quality Control Plan (QCP).** To the "WHITEBOOK", ADD the following:
 - 7. The establishment and implementation of a Quality Control Plan (QCP), as defined in the standard specifications, shall be required for this Contract.
 - 8. The QCP shall include a sample Daily Quality Control Inspection report. See example in **Appendix G Contractor's Daily Quality Control Inspection Report**.
 - 9. The Contractor's Quality Control Plan shall be subject to approval by the Engineer.
 - 10. Additions and Alterations to the Contractor's Quality Control Plan may be requested at the discretion of the Engineer. The request for Additions and Alterations to the Contractor's Quality Control Plan will be made to the Contractor in writing by the Engineer. Submission of Additions and Alterations to The Contractor's Quality Control Plan shall be submitted within 5 business days from the date the request for Additions and Alterations is made by the Engineer.
 - 11. Additions and Alterations to the Contractor's Quality Control Plan shall be subject to approval by the Engineer.
 - 12. The Contractor shall ensure that all Items of Work, regardless of their inclusion in or omission from the Contractors Quality Control Plan, conform to the Contract Documents.

- 13. Payment for the Contractor's Quality Control Plan and all testing associated with it shall be included in the Contract Price.
- 14. No Additional Payment shall be made for Additions and Alterations to the Contractor's Quality Control Plan.
- **TECHNICAL STUDIES AND SUBSURFACE DATA**. To the "WHITEBOOK", ADD the following:
 - 5. In preparation of the Contract Documents, the designer has relied upon the following reports of explorations and tests at the Work Site:
 - Asphalt Resurfacing Group 2202 Pavement Core Sample Results for Select Streets. See Appendix O - Pavement Core Sample Results for Select Streets.
- **3-10 SURVEYING.** To the "GREENBOOK" and "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:
- 3-10 SURVEYING (DESIGN-BID-BUILD).

3-10.1 **General.**

- 1. You shall provide all required site layout and general grade checking work not specified in 3-10.2, "Survey Services Provided by City".
- 2. Notify the City, in writing, at least 2 Working Days prior to requesting survey services provided by the City.

3-10.2 Survey Services Provided by City.

- 1. Unless otherwise noted, monument perpetuation, including mark-outs, will be performed by the City. Coordination of these services will be your duty, through the Resident Engineer. If, at any time, an existing survey monument is, or will be, destroyed or disturbed during the course of construction you shall notify the Resident Engineer so that the monument is preserved or perpetuated in accordance with state law.
- 2. The following surveying services, as defined in Cal. Bus. & Prof. Code §8726, shall be provided by the City:
 - a) Locating or establishing a minimum of 4 project geodetic survey control points that provide horizontal and vertical reference values for site feature and structure layout reference locations.
 - b) Locating, establishing, or reestablishing project site boundary lines, survey monuments, right-of-way lines, or easement lines.

c) Locating or establishing building design structure locations (building corners or envelope limits) sufficient for structure construction.

3-10.3 Payment.

1. The payment for site layout and general grade checking Work, coordination, and preservation of all survey related marks shall be included in the Contract Price.

3-12.1 General. To the "WHITEBOOK", ADD the following:

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

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

3-13.1 Completion. To the "WHITEBOOK", ADD the following:

2. Substantial Completion, in accordance with 3-13.1.1, "Requirements Before Requesting Substantial Completion", shall be completed in sequential phases as defined below and all remaining street segments shall be completed per the contractor's schedule as approved by the Engineer.

Phase	Work Description	Limits of Work
1	Otay Mesa (All work associated with curb ramps installation and street resurfacing to be completed before February 1 st , 2024 due to bird breeding season)	Corporate Center Dr to Continental St
2	Euclid Ave (All work associated with curb ramps installation and street resurfacing to be performed after March 7 th , 2024 due to Slurry Seal Moratorium)	Imperial Ave to Trinidad Way

3-13.1.1 Requirements Before Requesting Substantial Completion. To the "WHITEBOOK", ADD the following:

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

ADD:

3-13.1.3 Intermediate Project Walk-through and Punchlist Procedure.

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

punchlist items within 30 working days after the Engineer provides the Punchlist. If you take longer than 30 Working Days to complete the corrective Work for a Project Area, the Project Area shall be subject to re-evaluation. No additional time or compensation will be provided for the completion of the punchlist/remediation request from the Asset Managing Department.

10. When a comment from the walkthrough is Disputed, you shall submit in writing justification for the dispute within 15 days of receiving the punchlist.

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

- 6. The project will not be accepted in phases.
- **3-13.3 Warranty.** To the "WHITEBOOK", DELETE Item 1 in its entirety and SUBSTITUTE with the following:
 - 1. You shall warranty and repair all defective materials and workmanship for a period of 1 year. This call back warranty period shall start on the date the Work was accepted by the City.
- **3-15.3 Coordination.** To the "WHITEBOOK", ADD the following:
 - Other adjacent City projects are scheduled for construction for the same time period in the vicinity of Southeastern San Diego. See Appendix F – Adjacent Projects Maps for the approximate location. Coordinate the Work with the adjacent projects as listed below:
 - **B-17189 Sewer Group 843** Project Manager: Jose Lopez, (619) 533-7461
 - Other adjacent City projects are scheduled for construction for the same time period in the vicinity of Otay Mesa. See Appendix F - Adjacent Projects Maps for the approximate location. Coordinate the Work with the adjacent projects as listed below:
 - **B18185 / Accelerated Pipeline Rehab Ref Group 846** Project Manager: Jamal Sherzai, Phone 619-533-4639
 - 4. Other adjacent City projects are scheduled for construction for the same time period in the vicinity of Skyline-Paradise Hills. See Appendix F Adjacent Projects Maps for the approximate location. Coordinate the Work with the adjacent projects as listed below:
 - **B20029 / Bay Terraces Improv 1 (W)** Project Manager: Jericho Gallardo, Phone 619-533-7523
 - **B20027 / Bay Terraces Improv 1 (S)** Project Manager: Jericho Gallardo, Phone 619-533-7523
 - **B22116 / Asphalt Overlay Group 2110 (SS)** Project Manager: Nenad Damnjanovic, Phone 619-235-1999

- 5. Other adjacent City projects are scheduled for construction for the same time period in the vicinity of **Encanto Neighborhoods**. **See Appendix F Adjacent Projects Maps** for the approximate location. Coordinate the Work with the adjacent projects as listed below:
 - **B21089 / Asphalt Overlay Group 2110** Project Manager: Nenad Damnjanovic, Phone 619-235-1999
 - **B22116 / Asphalt Overlay Group 2110 (SS)** Project Manager: Nenad Damnjanovic, Phone 619-235-1999
 - **B18210 / Lincoln Park Improv 1 (W)** Project Manager: Noha Abdelmottaleb, Phone 619-533-4131
 - **B18211 / Lincoln Park Improv 1 (S)** Project Manager: Noha Abdelmottaleb, Phone 619-533-4131
- 6. Other adjacent City projects are scheduled for construction for the same time period in the vicinity of Mid-City: City Heights. See Appendix F Adjacent Projects Maps for the approximate location. Coordinate the Work with the adjacent projects as listed below:
 - **B22117 / Asphalt Overlay Group 2111 (SS)** Project Manager: Amy Mills, Phone 619-533-5164
 - **B17003 / El Cajon Bl-Highland-58th Improv** Project Manager: Diluvan Piromari, Phone 619-533-5479
 - **B19063 / Accelerated Sewer Referral Group 851** Project Manager: lody Cheung, Phone 858-573-5071

SECTION 4 - CONTROL OF MATERIALS

ADD:

- **4-6 TRADE NAMES.** To the "WHITEBOOK", ADD the following:
 - 11. You shall submit your list of proposed substitutions for an "equal" item **no** later than 5 Working Days after the issuance of the Notice of Intent to Award and on the City's Product Submittal Form available at:

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

SECTION 5 - LEGAL RELATIONS AND RESPONSIBILITIES

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

5-4 INSURANCE.

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

5-4.1 Policies and Procedures.

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

5-4.2 Types of Insurance.

5-4.2.1 General Liability Insurance.

- 1. Commercial General Liability Insurance shall be written on the current version of the ISO Occurrence form CG 00 01 07 98 or an equivalent form providing coverage at least as broad.
- 2. The policy shall cover liability arising from premises and operations, XCU (explosions, underground, and collapse), independent contractors, products/completed operations, personal injury and advertising injury, bodily injury, property damage, and liability assumed under an insured's contract (including the tort liability of another assumed in a business contract).

- 3. There shall be no endorsement or modification limiting the scope of coverage for either "insured vs. insured" claims or contractual liability. You shall maintain the same or equivalent insurance for at least 10 years following completion of the Work.
- 4. All costs of defense shall be outside the policy limits. Policy coverage shall be in liability limits of not less than the following:

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

5-4.2.2 Commercial Automobile Liability Insurance.

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

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

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

- 5-4.2.8 Architects and Engineers Professional Insurance (Errors and Omissions Insurance).
 - For Contracts with required engineering services, including <u>Design-Build</u> and preparation of engineered Traffic Control Plans (TCP) by you, you shall keep or require all of your employees and Subcontractors, who provide professional engineering services under Contract, to provide to the City proof of Professional Liability coverage with a limit of no less than \$1,000,000 per claim and \$2,000,000 aggregate per policy period of one year.
 - 2. You shall ensure the following:
 - a) The policy retroactive date is on or before the date of commencement of the Project.
 - b) The policy will be maintained in force for a period of three years after completion of the Project or termination of the Contract, whichever occurs last. You agree that, for the time period specified above, there will be no changes or endorsements to the policy that affect the specified coverage.
 - 3. If professional engineering services are to be provided solely by the Subcontractor, you shall:
 - 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 here.
- **S-4.3 Rating Requirements.** Except for the State Compensation Insurance Fund, all insurance required by this Contract shall be carried only by responsible insurance companies with a rating of, or equivalent to, at least "A-, VI" by A.M. Best Company, that are authorized by the California Insurance Commissioner to do business in the state of California, and that have been approved by the City.
- **Non-Admitted Carriers.** The City will accept insurance provided by non-admitted, "surplus lines" carriers only if the carrier is authorized to do business in the state of California and is included on the List of Approved Surplus Lines Insurers (LASLI list).

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

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

to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time.

- 5-4.5 Policy Endorsements.
- 5-4.5.1 Commercial General Liability Insurance.
- **Additional Insured.** To the fullest extent permitted by law and consistent with the limiting provisions set forth at California Civil Code section 2782, California Insurance Code section 11580.04, and any applicable successor statutes limiting indemnification of public agencies that bind the City, the policy or policies shall be endorsed to include as an Additional Insured the City and its respective elected officials, officers, employees, agents, and representatives, with respect to liability arising out of:
 - i. Ongoing operations performed by you or on your behalf,
 - ii. your products,
 - iii. your work, e.g., your completed operations performed by you or on your behalf, or
 - iv. premises owned, leased, controlled, or used by you.
- **5-4.5.1.2 Primary and Non-Contributory Coverage.** The policy shall be endorsed to provide that the coverage with respect to operations, including the completed operations, if appropriate, of the Named Insured is primary to any insurance or self-insurance of the City and its elected officials, officers, employees, agents and representatives. Further, it shall provide that any insurance maintained by the City and its elected officials, officers, employees, agents and representatives shall be in excess of your insurance and shall not contribute to it.
- **5-4.5.1.3 Project General Aggregate Limit.** The policy or policies shall be endorsed to provide a Designated Construction Project General Aggregate Limit that will apply only to the Work. Only claims payments which arise from the Work shall reduce the Designated Construction Project General Aggregate Limit. The Designated Construction Project General Aggregate Limit shall be in addition to the aggregate limit provided for the products-completed operations hazard.
- 5-4.5.2 Workers' Compensation Insurance and Employers Liability Insurance.
- **5-4.5.2.1 Waiver of Subrogation.** The policy or policies shall be endorsed to provide that the insurer will waive all rights of subrogation against the City and its respective elected officials, officers, employees, agents, and representatives for losses paid under the terms of the policy or policies and which arise from Work performed by the Named Insured for the City.
- **5-4.6 Deductibles and Self-Insured Retentions.** You shall disclose deductibles and self-insured retentions to the City at the time the evidence of insurance is provided. The City may require you to purchase coverage with a lower retention or provide proof of ability

to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.

- **S-4.7 Reservation of Rights.** The City reserves the right, from time to time, to review your insurance coverage, limits, deductibles, and self-insured retentions to determine if they are acceptable to the City. The City will reimburse you, without overhead, profit, or any other markup, for the cost of additional premium for any coverage requested by the Engineer, but not required by this Contract.
- 5-4.8 Notice of Changes to Insurance. You shall notify the City, in writing, 30 days prior to any material change to the policies of insurance provided under this Contract. This written notice is in addition to the requirements of paragraph 6 of Section 5-4.1. Policies of insurance shall provide that the City is entitled to 30 days advance written notice of cancellation or non-renewal of the policy or 10 days advance written notice for cancellation due to non-payment of premium. Maintenance of specified insurance coverage is a material element of the Contract. Your failure to maintain or renew coverage and to provide evidence of renewal during the term of the Contract may be treated by the City as a material breach of the Contract.
- **5-4.9 Excess Insurance.** Policies providing excess coverage shall follow the form of the primary policy or policies, including, all endorsements.

ADD:

5-10.3.2 Weekly Updates Recipients.

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

Zach Barhoumi, Senior Engineer, <u>Barhoumiz@sandiego.gov</u> Jwan Mufti, Project Engineer, <u>Jmufti@sandiego.gov</u> Resident Engineer, TBA, <u>XXX@sandiego.gov</u>

SECTION 6 - PROSECUTION AND PROGRESS OF THE WORK

- **6-1.1 Construction Schedule.** To the "WHITEBOOK", ADD the following:
 - 3. Refer to the Sample City Invoice materials in **Appendix D Sample City Invoice with Cash Flow Forecast** and use the format shown.
 - 4. The Schedule shall prioritize the following locations for completion:
 - a) Otay Mesa Rd from Corporate Center Dr to Continental St
 - b) Euclid Ave from Imperial Ave to Trinidad Way
 - 5. The construction Schedule shall show a breakdown of Work into Phases. The phases shall include works within geographically common areas designated

as Project Areas. The schedule shall show the division of work into Project Area. The schedule shall also include for each Phase the Intermediate Walkthrough and generation of the intermediate project area punchlist and correction of punchlist items as approved by the Engineer. You shall work diligently to complete all punchlist items within 30 working days after the Engineer provides the Punchlist. No additional working days shall be added to the contract for the completion of the intermediate project area inspection.

- 6. Paving shall commence no later than 30-days after the Notice to Proceed.
- 7. The Engineer may identify locations to be done ahead of the Contractor's schedule with a 30-day written notification so that curb ramps can be done ahead of the paving at no cost to the City.
- 8. Using a City approved format and on a bi-weekly basis, provide a 2-week look-ahead construction schedule that identifies street segments to be resurfaced. The information to be provided includes but may not be limited to:
 - a) Date
 - b) Council District #
 - c) Project Title
 - d) Street Name
 - e) From Intersection
 - f) To Intersection
 - g) Length
- **6-1.2 Commencement of the Work.** To the "WHITEBOOK", item 2, sub-item c), DELETE in its entirety and SUBSTITUTE with the following:
 - c) Up to 22 Working Days from the LNTP for the preparation, submittal, and approval of the engineered Traffic Control Plan (TCP) when specified in 601-2.1.2, "Engineered Traffic Control Plans (TCP)"

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

- 3. For areas that do not require engineered TCP on D-sheets, you may at any time after the Pre-construction meeting obtain a TCP Permit via Working Drawings or the City's over the counter process and start the Work. If you decide to commence the construction Work before the completion of the D-sheet TCPs, you shall forfeit the 22 Working Days specified here. The D-sheet TCP shall be done concurrently, and no additional time shall be granted.
- **6-1.3 Work Outside Normal Working Hours.** To the "WHITEBOOK", ADD the following:
 - 4. The locations requiring night work are identified in **Appendix J Estimated Asphalt Construction Quantities**.

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

2. The payment for any work outside normal working hours, including weekend work and night work, shall be included in the Contract Price.

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

- 4. Do not Work in the areas where there is currently a moratorium issued by the City. The areas subject to moratorium are listed below:
 - a) Otay Mesa Rd, from February 1, 2024 to September 15, 2024 (inclusive).
 - b) Euclid before March 7, 2024, inclusive.

ADD:

6-6.1.1 Environmental Document.

- The City of San Diego has prepared a Notice of Exemption for Asphalt Overlay 2202 (Asphalt Overlay 2202 (SS) Phase 1), WBS No. B-23019.02.06, as referenced in the Contract Appendix. You shall comply with all requirements of the Notice of Exemption as set forth in Appendix A.
- 2. Compliance with the City's environmental document shall be included in the Contract Price, unless separate bid items have been provided.
- **6-9 LIQUIDATED DAMAGES**. To the "WHITEBOOK", item 2, DELETE in its entirety and SUBSTITUTE with the following:
 - 2. The execution of the Contract shall constitute agreement between you and the City that the liquidated damage amount described in the table below is the value of the damage caused by your failure to complete the Work within the allotted time. Such sum shall not be construed as a penalty and may be deducted from your payments if such delay occurs.

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

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

SECTION 7 - MEASUREMENT AND PAYMENT

- **7-2.1 Schedule of Values (SOV**). To the "WHITEBOOK", item 1, DELETE in its entirety and SUBSTITUTE with the following:
 - 1. You shall submit an SOV for the following lump sum Bid items of the Work to the Engineer for review and approval at the Pre-construction meeting.
 - a) Removal and Replacement of Existing Paint Striping
 - b) Traffic Control and Working Drawings
 - c) WPCP Implementation
- **7-3.5.1 General.** To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:
 - 1. Unit Bid prices shall not be subject to adjustment regardless of quantity used for the following:
 - a) "Crushed Miscellaneous Base"
 - b) "Historical and Contractor Stamps and Impressions"
 - c) "Tree Root Pruning and Crown Reduction"
 - d) "Curb Ramp"
 - e) "Tree Removal and Disposal (Less Than 24-Inch Trunk Diameter)"
 - f) "Traffic Detector Loop Replacement"
 - g) "Pedestrian Barricade (Type A)"
 - h) "Excavation for Base Repair"

- i) "Asphalt Concrete Base"
- j) "New Pedestrian Push button"
- k) "New Pedestrian Push ButtonPost"
- l) "Excavation for Base Repair (Unscheduled)"
- m) "Crushed Miscellaneous Base (Unscheduled)"
- n) "Adjust Existing Manhole Frame and Cover to Grade"
- o) "Adjust Existing Gate Valve Frame and Cover to Grade"
- p) "Reconstruct Gate Valve Concrete Encasement"
- 2. Upon discovery and prior to the work, you shall notify the Resident Engineer if there is a change in Bid item quantity that increases the total Contract Price by 5% or \$100,000 or more, whichever is less.
- **7-3.8 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, payment will be made to the Contractor 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) "Crushed Miscellaneous Base"
 - b) "Historical and Contractor Stamps and Impressions"
 - c) "Tree Root Barrier and Crown Reduction"
 - d) "Curb Ramp"
 - e) "Tree Removal and Disposal (Less Than 24-Inch Trunk Diameter)"
 - f) "Traffic Detector Loop Replacement"
 - g) "Pedestrian Barricade (Type A)"
 - h) "Excavation for Base Repair"
 - i) "Asphalt Concrete Base"
 - j) "New Pedestrian Push Button"
 - k) "New Pedestrian Push Button Post""
 - l) "Excavation for Base Repair (Unscheduled)"
 - m) "Crushed Miscellaneous Base (Unscheduled)"
 - n) "Adjust Existing Manhole Frame and Cover to Grade"
 - o) "Adjust Existing Gate Valve Frame and Cover to Grade"
 - p) "Reconstruct Gate Valve Concrete Encasement"

- 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.
- **7-3.9 Field Orders**. To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:
 - 1. If the cumulative total of Field Order items of Work does not exceed the "**Field Orders**" Bid Item, the City shall pay those Field Orders as shown below:

TABLE 7-3.9
FIELD ORDER LIMITS

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

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

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

SECTION 300 - EARTHWORK

- **Measurements.** To the "GREENBOOK", item c), DELETE in its entirety and SUBSTITUTE with the following:
 - c) Excavating unsuitable material as specified in the Contract Documents and as directed by the Engineer.

- **300-2.9 Payment.** To the "GREENBOOK", DELETE in its entirety and SUBSTITUTE with the following:
 - 1. The payment for unclassified excavation shall be included under the Contract Unit Prices where a Bid Item is provided.
 - 2. The payment for excavating and stockpiling shall be included under the Contract Unit Prices. Removing such selected material from the stockpile and placing it in its final position shall be included under the lump sum Bid items or for the Contract Unit Prices. The Contractor may stockpile material; however, no separate payment will be made for excavating material from an optional stockpile and placing it in its final position.
 - 3. No separate payment will be made for excavating topsoil temporarily stockpiled along the top of slopes and placing it in its final position on the slope for erosion control planting work, whether or not required by the Contract Documents or by the Engineer.

SECTION 301 – SUBGRADE PREPARATION, TREATED MATERIALS, AND PLACEMENT OF BASEMATERIALS

- **301-1.6 Preparatory Repair Work.** To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:
 - 1. Prior to the placement of any asphalt concrete or application of slurry, you shall complete all necessary preparation and repair Work and shall obtain approval by the Resident Engineer.
 - 2. No preparatory asphalt Work shall be done when the atmospheric temperature is below 50° F (10° C) or during unsuitable weather.
 - 3. Preparatory Work shall include tree trimming, weed spray, weed abatement, crack sealing, asphalt repair, cold milling, hump removal, lump removal, subgrade preparation and subgrade or base repair, removal of raised pavement markers, removal of pavement markings, location of public and private utilities and appurtenances, all Concrete works, and all other necessary works as specified in the Special Provisions and Contract Documents or as directed by the Engineer.
 - 4. After the completion of the preparatory work, you shall install compacted asphalt concrete pavement according to the thickness specified in the Special Provisions and Contract Documents or a minimum of 2 inches (50.8 mm) for residential streets and a minimum of 3 inches (76.2 mm) for all other streets or as directed by the Engineer.
 - 5. You shall identify the location of all utilities vaults, valves, and other appurtenances not included in the project scope requiring relocation or

adjustment to grade by other agencies/companies by marking the face of the curb closest to the utility appurtenance as follows:

- a. offset distance of the appurtenance from the curb face
- b. the limits of the appurtenance or corners of the vault/box
- 6. The quantities shown in the appendices are based on a street assessment survey and may vary. The Engineer will designate the limits to be removed and prepared and these designated areas shall be considered to take precedence over the areas shown in the Appendix in the Contract Documents.
- 7. You shall repair areas of distressed asphalt concrete pavement by milling or removing damaged areas of pavement to a minimum depth of 2 inches (50.8 mm) for residential streets and a minimum depth of 3 inches (76.2 mm) for all others except where specified otherwise in the Special Provisions and Contract Documents or as directed by the Engineer to expose firm and unyielding pavement as specified.
- 8. If, in order to achieve the minimum specified depth, the base material or native subgrade is exposed, you shall notify the Engineer the material shall be compacted to 95% relative compaction.
- 9. Compaction tests shall be made to ensure compliance with the specifications.
- 10. The QCP establish location and timing of compaction testing and shall be subject to approval by the Engineer. You shall reimburse the City for the cost of retesting failing compaction tests conducted as part of the City of San Diego Quality Assurance testing.
- 11. If additional base material is required, you shall use Crushed Miscellaneous Base in accordance with 200-2.4, "Crushed Miscellaneous Base" or as directed by the Engineer.
- 12. Prior to placement of compacted asphalt concrete pavement, you shall prepare the subgrade as needed and install a minimum of 2 or 3 inches as specified in the contract documents and special provisions, of compacted asphalt concrete pavement over native material as directed by the Engineer.
- 13. Areas of damaged asphalt requiring base repair work including excavation, placement of asphalt concrete, asphalt concrete base, and Crushed Miscellaneous Base, have been marked out in the field as "DO", Dig Out, also called Base Repairs.
- 14. The areas and quantities shown on the road segments and in the appendices are given only for the Contractor's aid in planning the Work and preparing Bids. You shall identify any new areas that require repair prior to paving in order to construct a smooth and stable pavement surface. Upon approval by the

- engineer, the repair locations shall be incorporated into scope of work and shall not be considered extra work. You shall mark the pavement area as "DO" or as directed by the Engineer.
- 15. Prior to replacing asphalt, the area shall be cleaned by removing all loose and damaged material, moisture, dirt, and other foreign matter and shall be tack coated in accordance with 302-5.4, "Tack Coat". "Tack Coat" both preparation steps shall be performed the same day as the paving occurs.
- 16. When milling and/or grinding asphalt pavement for base repair and the contractor encounters level and unyielding PCC trench caps or appurtenance collars before reaching the minimum depth of 2 inches, then the You shall place enough asphalt concrete pavement to bring the surface to be level with the adjacent roadway. Asphalt Concrete Base shall be Type III-B3-PG 64-10 and Asphalt Concrete Pavement shall be Type III-C2-PG 64-10 as directed by the Engineer.
- 17. You shall install new asphalt within the repair area or for patches in accordance with 302-5, "ASPHALT CONCRETE PAVEMENT". Asphalt concrete shall be Type III- C2-PG 64-10 in compliance with 203-6.3.1 "General".
- 18. Recycled base material shall conform to crushed miscellaneous base material in accordance with 200-2.4, "Crushed Miscellaneous Base".
- 19. Following the asphalt placement, you shall roll the entire area of new asphalt in both directions at least twice. The finished patch shall be level and smooth in compliance with 302-5.6.2, "Density and Smoothness". After placement and compaction of the asphalt patch, you shall seal all finished edges with a 4 inch (101.6 mm) wide continuous band of SS-1H.
- 20. Materials removed, regardless of removal method, shall be disposed of at a legal site.
- 21. The minimum dimensions for each individual repair shall be 4 feet by 4 feet (1.2 m by 1.2 m) and shall be subject to the following conditions:
 - a. If the base material is exposed, to achieve the required minimum removal thickness, the base material shall be prepared conforming to 301-1, "SUBGRADE PREPARATION".
 - b. Base repairs shall have a minimum depth of 12" (Residential streets) and 13" (Commercial streets).
 - c. You shall repair marked out areas of distressed asphalt concrete to remove damaged areas of pavement in accordance with 404-1, to expose firm and unyielding pavement, base, or native soils, regardless of materials encountered. Unyielding pavement will have no visible cracks and unyielding base, or native soils will be properly compacted,

as determined by the Engineer. If cracks are visible, then pavement is not unyielding and shall require additional depth be removed as directed by the Engineer. The Contractor shall prepare subgrade as needed and install a maximum of 5" compacted asphalt concrete pavement over the compacted base material to be level with the adjacent roadway surface.

- d. When additional base material is required, then you shall use Crushed Miscellaneous Base in accordance with 200-2.4, "Crushed Miscellaneous Base" or as directed by the Engineer.
- e. Recycled base material shall conform to crushed miscellaneous base material in accordance with 200-2.4, "Crushed Miscellaneous Base".
- f. You shall use grinding as a method for removal of deteriorated pavement when the areas indicated for removal are large enough (a minimum of the machine drum width) and when approved by the Engineer.
- g. For both scheduled and unscheduled base repairs, failed areas maybe removed by milling and by excavation provided that the edges are cut cleanly with a saw. The areas shall be cleaned, and tack coated in accordance with 302-5.4, "Tack Coat" before replacing the asphalt pavement. The areas for scheduled repairs have been marked on the street.
- Base Repair. Areas with failed pavement shall be removed by cold h. milling to the specified restoration depth in the Contract Documents followed with excavation. The area shall be restored to existing pavement grade with "Crushed Miscellaneous Base" at 5 inches, and 5 inches of "Asphalt Concrete Base" shall be placed atop the layer of "Crushed Miscellaneous Base", and minimum of 2 or 3 inches of Asphalt Concrete shall be placed atop the layer of Asphalt Concrete Base unless otherwise directed by the engineer. These areas have been marked on the pavement as "DO". The Crushed Miscellaneous Baseshall be in accordance with 200-2.4, Crushed Miscellaneous Base". The asphalt concrete base shall be Type III-B3-PG 64-10 as specified in 203-6, "ASPHALT CONCRETE". The asphalt concrete shall be Type III-C2-PG 64-10 as specified in 203-6.3.1 "General" Preliminary quantities are identified in the Contract appendix but may need to be increased and approved by the Engineer at the time of construction. Base Repairs shall not exceed 15% RAP in content.
- Base repair with Asphalt Concrete Base. Areas where failed pavement is removed by cold milling to the specified depth in the Contract Documents shall be restored to existing pavement grade with Asphalt Concrete Base at 8 inch (203.2mm) and a minimum of 2 or 3 inches of

asphalt concrete shall be placed atop the layer of Asphalt Concrete Base unless otherwise directed by the Engineer. The asphalt concrete base shall be Type III-B3-PG 64-10 as specified in 203-6, "ASPHALT CONCRETE." The asphalt concrete shall be Type III-C2-PG 64-10 as specified in 203-6, "General." Base Repairs shall not exceed 15% RAP in content. Base Repairs with Asphalt Concrete Base shall not be performed except where directed by the Engineer.

- j. A Base repair identified prior to initiation of the preparatory work shall be considered scheduled.
- k. A base repair is considered unscheduled when it is not identified on the pavement with a "DO" prior to initiation of preparatory work or when you are directed by the Engineer to perform an unscheduled base repair for the proper placement of an asphalt overlay.
- I. At the end of each day the Contractor shall submit to the Engineer an itemized list of the asphalt pavement and base repair work completed. The list shall include but not be limited to the location of the work, the exact square footage of the repair, cubic yards of excavation, tons of asphalt concrete base placed, and tons of crushed miscellaneous base material placed or as directed by the Engineer.
- **Payment.** To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:
 - The demolition, removal, and disposal of various types of existing hardscape in parkway areas, such as colored concrete, bricks, flagstone in the parkway or right-of-way, shall be included under the lump sum Bid items or for the Contract Unit Prices for which hardscape removal is required. When required, hardscape in parkways shall be replaced with Class A Top Soil or as directed by the Engineer.
 - 2. The payment for the preparatory works shall be included in the lump sum Bid Items and Contract Unit Prices for which preparation works are performed, unless it is specified as a separate Bid Item.
 - 3. The areas and quantities shown on the road segments and in the appendices are given only for the Contractor's aid in planning the Work and preparing Bids. The Engineer will designate the limits to be removed and prepared and these designated areas shall be considered to take precedence over the areas shown in 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.
 - 4. Asphalt pavement subgrade repair, and base repair dig-outs, shall be paid at the Contract unit price for "Excavation for Base Repair" or "Excavation for

Base Repair (Unscheduled)", "Asphalt Concrete Base", "Crushed Miscellaneous Base" and "Crushed Miscellaneous Base (Unscheduled)". No Payment shall be made for areas of over excavation as determined by the Engineer. No additional payment shall be made for unscheduled Asphalt Concrete Base.

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

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

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

SECTION 302 - ROADWAY SURFACING

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

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

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

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

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

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

Payment for temporary repairs, such as slot patches, or other repairs as approved by the Engineer shall be included in the concrete bid items for which the temporary repair for the concrete work for which the excavation is required.

Subgrade preparation, including 6 inches in depth beyond the specified thickness for the item for which the subgrade is prepared, shall be include in the contract unit price for the concrete work for which the excavation is required. Payment for subgrade repair and base repair dig-outs, shall be included in the Bid Item for "Excavation for Base Repair" or "Excavation for Base Repair (Unscheduled)", "Asphalt Concrete Base" and "Crushed Miscellaneous Base". No Payment shall be made for areas of over excavation as determined by the Engineer.

When subgrade preparation is required, Payment for excavation of material encountered beyond the Subgrade preparation thickness included in the bid item and shall be made at the contract unit bid price for "Excavation for Base Repair" as approved by the Engineer.

No additional payment shall be made for milling, grinding, saw cutting, hauling, disposal of concrete, pavement fabric, rubberized material, steel reinforcement, or any other material. No additional payment shall be made for asphalt removal, or additional preparatory work required within the limits of the bus pad installation as determined by the Engineer.

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.

No additional payment shall be made for milling, grinding, saw cutting, hauling, disposal of concrete, pavement fabric, rubberized material, steel reinforcement, or any other material.

SECTION 303 - CONCRETE AND MASONRY CONSTRUCTION

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

- 8. All, curb and gutters, sidewalks, driveways, bus pads, alley aprons, and curb ramps shall be constructed in accordance with the applicable City of San Diego Standard Drawings.
- 9. When curb ramps are built within Caltrans right-of-way, curb ramps shall be constructed in accordance with the applicable Caltrans Standards.

- 10. A smooth asphalt transition shall be provided at locations where new curb ramps, cross gutters, curb & gutters, driveways, and/or alley aprons have been installed and as directed by the Engineer.
- 11. For curb ramp construction and curb replacement, the gutter shall be formed and a one-foot slot cut complete along the lip of gutter to allow the gutter to be formed.
- 12. When disturbed, damaged or worn concrete pull boxes and concrete meter boxes within the limits of work shall be replaced as directed by the Engineer.
- 13. Any concrete work requiring asphalt repair that is outside of the resurfacing limits shall be repaired as required by Section 301-1.6.
- 14. Limits of work have been marked out in the field and are identified in Appendix M Approximate Paving Limits Map Book.
- 15. Additional locations may be added as directed by the Engineer.
- 16. Where landscaping and/or hardscape is removed from the parkway areas adjacent to the construction site, the contractor shall be responsible for filling with clean compacted Class A Topsoil to grade.
- 17. Prior to milling or hammering PCC, the edges adjacent to any pavement or hardscape shall be saw cut.
- 18. Hardscape such as bricks may be removed, set aside, and reinstalled in a manner satisfactory to the Engineer.
- 19. Damages due to failure to protect existing improvements to adjacent improvements shall be repaired at your expense as directed by the Engineer.
- 20. Material removed, regardless of removal method, shall be disposed of at a legal site.
- 21. Coordination for relocation of utilities and appurtenances shall be required as part of the preparatory work as directed by the Engineer.
- 22. When a Curb Ramp requires replacement, you shall evaluate and relocate existing Pedestrian Push Buttons, replace or install new Pedestrian Push Buttons, or install new Pedestrian Push Button Post and new Pedestrian Push Button according to the applicable governing standards as directed by the Engineer.
- 23. The placement of pedestrian push buttons and push button posts shall be determined in advance of installation a new curb ramp or sidewalk.
- **Measurement and Payment**, To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:
 - 1. The areas and quantities shown on the road segments and in the appendices are given only for the Contractor's aid in planning the Work and preparing Bids. The Engineer will designate the limits to be removed and prepared and these designated areas shall be considered to take precedence over the areas shown in 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.
- 2. At the end of each day the Contractor shall submit to the Engineer an itemized list of the concrete and base repair work completed. The list shall include but not be limited to the location of the work, the exact square footage of the repair, cubic yards of excavation, and tons of crushed miscellaneous base material placed or as directed by the Engineer.
- 3. The payment for preparatory repair concrete works shall be included under the lump sum Bid items or for the Contract Unit Prices.
- 4. Payment for the demolition, removal, and construction of concrete curb and gutter shall be made at the Contract Unit Bid Price for "Remove and Replace Curb and Gutter" per linear foot installed. No additional payment will be made for removing and replacing other curb types, unless otherwise directed by the Engineer.
- 5. Payment for the demolition, removal, and replacement of concrete sidewalk shall be made at the Contract Unit Bid Price of "Remove and Replace Existing Sidewalk" per square foot of sidewalk placed.
- 6. At locations where the width of the walk is being reduced, the payment for removing the existing walk shall be included in the Contract Unit Bid Price for "Remove and Replace Existing Sidewalk".
- 7. Payment for the demolition, removal, and replacement of commercial concrete driveways shall be made at the Contract Unit Bid Price for "Commercial Concrete Driveway" and "Concrete Driveway with Detectable Warning Tile (DWT) Installation on Both Ends of Driveway", per square foot of concrete placed.
- 8. Payment for the removal and relocation of existing Contractor Date Stamps and Impressions shall be made at the Contract Unit Bid Price of "**Historical and Contractor Date Stamps and Impressions**" for each stamp and/or Impression removed and relocated.
- 9. Payment for the demolition, removal, and replacement of concrete cross gutters shall be made at the Contract Unit Bid Price for "Cross Gutter" per square foot of concrete placed.
- 10. Payment for all necessary preparation works as specified in the contract documents and all related work such as labor, monument preservation and restoration, demolition, root pruning, forming, grading, construction materials, finishing, hauling and disposal, site maintenance, subgrade

preparation, base material, and clean fill dirt is included in all concrete work for each bid item listed in this section.

No additional payment shall be made for milling, grinding, saw cutting, hauling, disposal of concrete, pavement fabric, rubberized material, steel reinforcement, or any other material.

11. Payment for subgrade repair for the concrete masonry bid items, and base repair dig-outs, shall be included in the Contract Unit Bid Price for "Excavation for Base Repair" or "Excavation for Base Repair (Unscheduled)", "Asphalt Concrete Base" and "Crushed Miscellaneous Base". No Payment shall be made for areas of over excavation as determined by the Engineer.

No additional payment shall be made for milling, grinding, saw cutting, hauling, disposal of concrete, pavement fabric, rubberized material, steel reinforcement, or any other material.

- 12. Payment for temporary repairs, such as slot patches, or other repairs as approved by the Engineer shall be included in the concrete bid items for which the temporary repair is required.
- 13. Subgrade preparation, including 6 inches in depth beyond the specified thickness for the item for which the subgrade is prepared, shall be included in the contract unit price for the concrete work for which the excavation is required.
- 14. When subgrade preparation is required, Payment for excavation of material encountered beyond the subgrade preparation thickness shall be included in the Contract Unit Bid Price "Excavation for Base Repair" as approved by the Engineer.

No additional payment shall be made for milling, grinding, saw cutting, hauling, disposal of concrete, pavement fabric, rubberized material, steel reinforcement, or any other material.

15. The payment for Excavation shall be paid at the Contract Unit Bid Price for "Excavation for Base Repair" for each bank cubic yard of material removed as approved by the Engineer.

No additional payment shall be made for milling, grinding, saw cutting, hauling, disposal of concrete, pavement fabric, rubberized material, steel reinforcement, or any other material.

16. All equipment, materials, and labor required to install a functional push button when required to relocate Pedestrian Push Buttons, replace or install new Pedestrian Push Buttons, or install new Pedestrian Push Button Post and new Pedestrian Push Button shall be included in the Contract Unit Bid Price for "New Pedestrian Push Button Post", or "New Pedestrian Push Button", respectively.

- **303-5.10.2 Payment.** To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:
 - 1. The payment for each curb ramp shall include transition areas, landings, DWTs, demolition and disposal, forming, relocating or raising items in conflict to grade, protecting and preserving existing survey monuments and improvements, and restoring payement.
 - 2. Additional concrete sidewalk and curb and gutter quantities beyond 15 feet measured from the back of the sidewalk beginning from the edge of the curb ramp landing (4.6 m) shall be included in the Bid items for "Additional Sidewalk" and "Additional Curb".
 - 3. The payment for each modified curb ramp shall include transition areas, landings, DWTs, demolition and disposal, forming, relocating or raising items in conflict to grade, protecting and preserving existing survey monuments and improvements, and restoring payement.
 - 4. Payment for the demolition, removal, and installation of concrete curb ramps shall be made at the Contract Unit Bid Price of "Curb Ramp", and "Curb Ramp with 8 Feet Wide Detectable Warning Tiles", per each unit installed.
 - 5. The payment for completely removing and replacing the existing concrete spandrel of a cross gutter associated with curb ramp installations, in accordance with SDG-131 General Curb Ramp Notes, and as identified on the Plans, shall be included in the payment for the curb ramp.
 - 6. The payment for completely removing and replacing the existing concrete alley apron associated with curb ramp installations, in accordance with SDG-131 General Curb Ramp Notes, and as identified on the Plans, shall be included in the payment for the Curb Ramp installation. No additional costs shall be incurred when separate Bid items for alley aprons has been provided.

303-6.1.2 Payment. To the "WHITEBOOK", ADD the following:

3. The payment for "**Traffic Median Removal and Repair**" shall include demolition and disposal, forming, curb painting, relocating or raising items in conflict to grade, protecting and preserving existing survey monuments and improvements, and restoring payement.

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

GENERAL. To the "GREENBOOK", ADD the following:

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

- **Payment.** To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:
 - 1. The payment for the removal and replacement of existing traffic striping, pavement markings, pavement markers, thermoplastics, continental crosswalks, pavement devices and the installation of new striping, pavement markings, pavement markers, thermoplastics, continental crosswalks, pavement devices shall be included in the Lump Sum Bid Item for "Removal and Replacement of Existing Paint Striping".

This bid item also includes payment for the removal of existing traffic striping modifications as indicated below:

- a) Sampson St
- b) Paradise Valley Rd
- c) Euclid Ave
- d) Otay Mesa Rd
- e) Smythe Ave
- 2. The payment for installation of additional new striping and materials as shown in the striping modifications shall be included in the lump sum Bid items indicated below for each street identified:
 - a) "Painted Traffic Stripes Improvement (Sampson St)"
 - b) "Painted Stripes, Signal and Electrical Improvement (Otay Mesa Rd)"
 - c) "Painted Stripes, Signal and Electrical Improvement (Euclid Ave)"
 - d) "Painted Stripes, Signal and Electrical Improvement (Paradise Valley Rd)"
 - e) "Painted Stripes, Signal and Electrical Improvement (Smythe Ave)"
- 3. All work, material, and labor associated with the removal of existing traffic striping, pavement markings, pavement markers, thermoplastics, continental crosswalks, and pavement devices shall be included in the Lump Sum Bid Item "Removal and Replacement of Existing Paint Striping".
- 4. The payment for the preparation and installation of new on-street and accessible parking striping, pavement markings, curb markings, and signage shall be included in the Lump Sum Bid Items for "ADA Parking, Install Sign & Post" and "ADA Parking, Blue Paint Curb Marking".

SECTION 401 - REMOVAL

- **401-5.1 Trees, Stumps, Roots, and Other Landscape.** To the "WHITEBOOK", item 3, DELETE in its entirety and SUBSTITUTE with the following:
 - 3. Where holes or depressions resulting from the removal of trees, stumps, shrubs, or palms occur, you shall supply standard clean top soil to backfill and firmly compact the holes or depressions to finish grade and shall make a smooth transition to the adjacent ground or pavement level as applicable. The cavities shall be backfilled the same day following the removal, unless otherwise directed by the Engineer. The topsoil shall be Class A. Backfill under paved areas shall comply with the specifications for paving.
- **PAYMENT**. To the "WHITEBOOK", items 4, 5 and 6, DELETE in their entirety and SUBSTITUTE with the following:
 - 4. The demolition, removal, and disposal of various types of existing hardscape in parkway areas, such as colored concrete, bricks, flagstone in the parkway or right-of-way, shall be included in the Contract Price. When required, hardscape in parkways shall be replaced with Class A Top Soil or as directed by the Engineer, and shall include the payment for Decomposed Granite (DG) when required.
 - 5. The payment for removal and disposal of tree roots shall be included under the lump sum Bid items or for the Contract Unit Prices for which tree root removal and disposal is required as directed by the Engineer.
 - 6. Work related to tree removal and disposal for trees of trunk diameter less than twenty four inches shall be by the Contract Bid Unit price for "Tree Removal & Disposal (Less Than 24 Inch Trunk Diameter)" depending on the size of the tree trunk. Cutting, excavation, tree root removal and disposal, tree disposal, backfill, and placement of topsoil shall be included in the unit bid price.

SECTION 402 - UTILITIES

- **402-2 PROTECTION.** To the "WHITEBOOK", item 2, ADD the following:
 - g) Refer to **Appendix I Advanced Metering Infrastructure (AMI) Device Protection** for more information on the protection of AMI devices.
- **402-6 COOPERATION.** To the "WHITEBOOK", ADD the following:
 - 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 403 - MANHOLE, SURVEY MONUMENT, AND GATE VALVE FRAMES AND COVER ADJUSTMENT AND RECONSTRUCTION

403-5 MEASUREMENT AND PAYMENT. To the "WHITEBOOK", ADD the following:

4. The payment for reconstructing the Gate Valve Concrete Encasement and any other material required to reconstruct the Gate Valve Concrete Encasement shall be included in the contract bid unit price for "Reconstruct Gate Valve Concrete Encasement".

SECTION 404 - COLD MILLING

404-1 GENERAL. To the "WHITEBOOK", item 2, DELETE in its entirety.

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

5. The Contractor shall cold mill the existing street pavement as marked out in the field, identified in the contract documents, and/or as directed by the Engineer. The depth to be cold milled is specified in **Appendix J - Estimated Asphalt Construction Quantities** (2" or 3"), unless otherwise instructed by the Engineer, and shall correspond to the depth of the asphalt to be paved. Cold milled locations shall be paved within 3 days unless directed by the Engineer.

To the "WHITEBOOK", ADD the following:

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

404-9 TRAFFIC SIGNAL LOOP DETECTORS. To the "WHITEBOOK", ADD the following:

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

Loops may be installed in asphalt, concrete or any other material that may be encountered during the installation.

- **PAYMENT**. To the "WHITEBOOK", item 1, DELETE in its entirety and SUBSTITUTE with the following:
 - The payment for installation of traffic detector loops shall be included in the Contract Unit Bid Price "Traffic Detector Loop Replacement" for each loop installed or each conduit and stub out. No additional payment shall be made for loop, detector type.

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

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

2. The correction of irregularities in the pavement surface including humps, lumps, and other pavement irregularities as specified in the Supplemental Provisions and the Contract Documents, or as directed by the Engineer shall be included in the lump sum bid items and the Contract Price.

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

3. The payment for cold milling asphalt concrete, including hauling and disposal of milled material, milling of roots, tree trimming, grinding, saw cutting concrete, saw cutting asphalt concrete, shall be included in the Contract Price unless Bid items, as applicable, have been provided as follows:

BID DESCRIPTION	UNIT
Cold Mill Type B Full Width AC Pavement (2 inch)	SF
Cold Mill Type B Full Width AC Pavement (3 inch)	SF
Cold Mill Type A 6 ft Edge AC Pavement (2 inch)	SF
Cold Mill Header Cuts	LF

To the "WHITEBOOK", item 4, DELETE in its entirety and SUBSTITUTE with the following:

4. No additional payment shall be made for milling, grinding, saw cutting, or disposal of any material encountered including but not limited to: composite pavements, Portland cement concrete, pavement fabric, rubberized material, steel reinforcement, or any other material that may be encountered during the cold milling operations.

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

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

- 5. Engineered TCP (2 foot x 3 foot size) shall be required for the following areas:
 - a) Otay Mesa Rd
 - b) Euclid Ave
 - c) Smythe Ave
 - d) Paradise Valley Rd
 - e) El Cajon Bl

601-7 PAYMENT. To the "WHITEBOOK", ADD the following:

6. The payment for all work, including material and labor costs and time associated with the installation of flexible delineators and aluminum anchor cups shall be made at the Contract Unit Bid Price for "Delineator Removal and Replacement" for each delineator installed.

SECTION 701 - CONSTRUCTION

701-2 PAYMENT. To the "WHITEBOOK", item 5, ADD the following:

u) Payment for Pedestrian Push button post will be paid at the Contract Unit Bid Price for "New Pedestrian Push Button Post". You shall be responsible for the placement of the new or relocated Push button post in compliance with the governing standards.

This includes all material, labor, and work required to relocate and install Push button post. All excavation, hauling and disposal of materials required to relocate and install pedestrian push button posts will be included in contract price.

v) Payment for installation of New Pedestrian Push Button will be paid at the Contract Unit Bid Price for "**New Pedestrian Push Button**".

This includes all material, labor, and work required to install new pedestrian push buttons. You shall be responsible for the placement of the "New Pedestrian Push Button" in compliance with the applicable governing standards.

All excavation, hauling and disposal of materials required to install New Pedestrian Push Button will be included in the contract price.

SECTION 801 - INSTALLATION

- **801-2.2.1 General.** To the "WHITEBOOK" item 4, DELETE in its entirety and SUBSTITUTE the following:
 - 4. The topsoil shall be Class A and shall be 15 inches (381 mm) thick.
- **Root Pruning for Sidewalk Replacement.** To the "WHITEBOOK", item 2, DELETE in its entirety and SUBSTITUTE with the following:
 - 2. Roots more than 2 inches (50.8 mm) in diameter shall be preapproved for removal by the Engineer based upon a report from a certified arborist. Roots shall be cut at the nearest node to encourage roots to grow away from the walk. Root cutting shall not impact the trunk flare. Roots shall be cleanly cut from the new walk edge. Backfill excavated areas with Class A topsoil or as directed by the Engineer to existing grade and compact sufficiently to not settle when walked upon.
- **801-8 MEASUREMENT**. To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:
 - 1. Landscaping and irrigation Work shall be measured as specified in the Contract Documents and as shown in the Bid.
 - 2. Tree Root Pruning and Crown Reduction shall be measured by the tree trimming and root pruning for each tree as specified in the Contract Documents or as directed by the Engineer.
 - 3. Tree maintenance works required as part of preparatory works shall be included under the Lump Sum Bid Items or for the Contract Unit Prices.
- **PAYMENT**. To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:
 - 1. The payment for Tree Root Pruning and Crown Reduction work shall be included in the Contract Unit Bid Price for "Tree Root Pruning and Crown Reduction" for each tree.
 - 2. When used, Decomposed Granite (DG) shall be included under the Lump Sum Bid Items or for the Contract Unit Prices unless a separate Bid item has been provided.
 - 3. When used, Class A Top Soil shall be included under the Lump Sum Bid Items or for the Contract Unit Prices shown in the Bid unless a separate Bid item has been provided.

- 4. The demolition, removal, and disposal of various types of existing hardscape in parkway areas, such as colored concrete, bricks, flagstone in the parkway or right of-way, shall be included in the Contract Price. When required, hardscape in parkways shall be replaced with Class A Top Soil or as directed by the Engineer.
- 5. Payment for plant removal and related material and work including excavation, weed removal, preparation, backfilling, topsoil, protection, and other specified in the Contract Documents shall be included in the Lump Sum Bid Item "Plant Removal".
- 6. Payment for the Tree Root Pruning, crown reduction and all associated work, including the certified arborist evaluation, excavation, weed removal, preparation, root pruning, backfilling, topsoil, and other items specified in the Contract Document such as in section 801-7, each item shall be included in the Contract Unit Bid Price for "Tree Root Pruning and Crown Reduction".

SECTION 1001 - CONSTRUCTION BEST MANAGEMENT PRACTICES (BMPs)

- **1001-1 GENERAL.** To the "WHITEBOOK", ADD the following:
 - 8. Based on a preliminary assessment by the City, this Contract is subject to **WPCP.**
- **1001-1.11 Post-Construction Requirements.** To the "WHITEBOOK", Item 1, DELETE in its entirety and SUBSTITUTE with the following:
 - 1. You shall comply with the post-construction storm water requirements identified in the Contract Documents.

ADD:

1001-1.11.1 Payment.

- 1. The payment for Post-Construction Requirements as defined in 1001-1.11 "Post-Construction Requirements" shall be included in the Contract Unit Bid Price for "WPCP Implementation".
- **1001-4.2 Payment**. To the "WHITEBOOK", Item 3, item h), DELETE in its entirety and SUBSTITUTE with the following:
 - h) Post-Construction Requirements such as Inlet Markers

SUPPLEMENTARY SPECIAL PROVISIONS APPENDICES

APPENDIX A

NOTICE OF EXEMPTION

NOTICE OF EXEMPTION

(Check	one or both)			
•	<u>X</u>	Recorder/County Clerk P.O. Box 1750, MS A-33 1600 Pacific Hwy, Room 260 San Diego, CA 92101-2400	FROM:	City of San Diego Engineering & Capital Projects Department 525 B Street, Suite 750, MS 908A San Diego, CA 92101
		Office of Planning and Research 1400 Tenth Street, Room 121 Sacramento, CA 95814		

Project Name: Asphalt Overlay 2202 WBS No.: B-23019.02.06

Project Location-Specific: The project is located along portions of the following streets within the Barrio Logan, Skyline-Paradise Hills, Encanto Neighborhoods: Southeastern, City Heights, Serra Mesa, Navajo, Otay Mesa, Otay Mesa-Nestor, San Ysidro, Southeastern San Diego, College Area, and Ocean Beach Community Planning Areas (Council Districts 2, 4, 7, 8, 9): Newton Ave, Boston Ave, Main St, South 27th St, Dissinger Ave, Beatrice St, Beatrice Ct, Ana St, Division St, Paradise Rd, Lorenz Ave, Bryanview Cir, Honeysuckle Ln, El Cajon Blvd, 49th St, Estrella Ave, 48th St, Euclid Ave, Manzanares Wy, Holly St, Churchward St, Imperial Ave, Euclid Ave, Brooks Huffman Plz, Frost St, Health Center Dr, Berger Ave, Childrens Wy, Hilltop Dr, 51st St, Margerum Ave, Navajo Rd, Park Ridge Blvd, Camino Estrellado, Otay mesa Rd, Corporate Center Dr, Innovative Dr, heritage Rd, Cactus Rd, pacific Rim Ct, Continental St, Paradise valley Rd, South Woodman St, Zest St, Picador Blvd, Smythe Ave, Athey Ave, Via de la Melodia, Arruza St, Sampson St, Irving Ave, Harrison Ave, Ocean View Blvd, Franklin Ave, Bacon St, West Point :Loma Blvd, Lotus St, Voltaire St, Muir Ave, Long Branch Ave, Brighton Ave, Cape May Ave, College Ave, Del Cerro Blvd, Canyon Crest Dr, Alvarado Rd, West Park Ave, East Hall Ave, East Seaward Ave, Yerba Anita Dr, and Yerba Anita Wy.

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

Description of nature and purpose of the Project: The project involves furnishing all labor, materials, equipment, services and construction which include placement of asphalt overlay; cold milling; pavement base repair; street and sidewalk sweeping; replacing damaged curb and gutter; replacement of traffic striping, markings/legends, and street signs; storm drain inlet protection; and tree maintenance such as tree root pruning, crown reduction, root barrier installation, and sediment control. All work would occur within the public right-of-way (paved streets) or other developed areas.

A portion of the project is located within to the City's Multi-Habitat Planning Area (MHPA). Construction will be required to comply with the MHPA Land Use Adjacency Guidelines, as specified in Section 1.4.3 of the City's Multiple Species Conservation Program's Subarea Plan. These areas include the intersection of Otay Mesa Road at Corporate Center Drive and Navajo Road approximately from Margerum Avenue to Patrick Henry High School.

Name of Public Agency Approving Project: City of San Diego

Name of Person or Agency Carrying Out Project: City of San Diego

Engineering and Capital Projects Department

Contact: Juan Baligad

Email/Phone No.: <u>JBaligad@sandiego.gov</u> / (619) 533-5473 525 B Street, Suite 750 (MS 908A), San Diego, CA 92101

 () Ministerial (Sec. 21080(b)(1); 15268); () Declared Emergency (Sec. 21080(b)(3); 15269(a) () Emergency Project (Sec. 21080(b)(4); 15269 (b)((X) Categorical Exemption: 15301 (c) (Existing Facil () Statutory Exemptions: 	c))
that the project meets the categorical exemption criter (Existing Facilities), which allows for the operation, repa structures, facilities, mechanical equipment or topogra	air, maintenance or minor alteration of existing public phical features, involving negligible or no expansion of 's determination, which includes existing highways and nance of existing streets, sidewalks, gutters, similar
Lead Agency Contact Person: Juan Baligad	Telephone: (619) 533-5473
 If filed by applicant: Attach certified document of exemption finding. Has a notice of exemption been filed by the publication. 	ic agency approving the project? ()Yes ()No
It is hereby certified that the City of San Diego has dete	rmined the above activity to be exempt from CEQA.
James Arnhart James Arnhart, Program Manager	June 6, 2023 Date
	Date
Check One:	
(X) Signed By Lead Agency () Signed by Applicant	Date Received for Filing with County Clerk or OPR:
() Signed by Applicant	

Exempt Status:

APPENDIX B

FIRE HYDRANT METER PROGRAM

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FIRE HYDRANT METER PROGRAM (FORMERLY: CONSTRUCTION METER PROGRAM)	PAGE TOP TO	October 15, 2002
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	DI 55.27	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 reinstallation.
- 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**

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.

CITY OF SAN DIEGO CALIFORNIA	NUMBER	DEPARTMENT
DEPARTMENT INSTRUCTIONS	DI 55.27	Water Department
SUBJECT		EFFECTIVE DATE
	PAGE 9 OF 10	
FIRE HYDRANT METER PROGRAM		October 15, 2002
(FORMERLY: CONSTRUCTION METER		
PROGRAM)		
	SUPERSEDES	DATED
	DI 55.27	April 21, 2000

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. Theses 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. <u>UNAUTHORIZED USE OF WATER FROM A HYDRANT</u>

- 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.

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

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

Water Department Director

Tabs: 1. Fire Hydrant Meter Application

2. Construction & Maintenance Related Activities With No Return

To Sewer

3. Notice of Discontinuation of Service

APPENDIX

Administering Division: Customer Support Division

Subject Index: Construction Meters

Fire Hydrant

Fire Hydrant Meter Program

Meters, Floating or Vehicle Mounted

Mobile Meter

Program, Fire Hydrant Meter

Distribution: DI Manual Holders



Application for Fire (EXHIBIT A) **Hydrant Meter**

(For Office Use Only)

NS REQ	FAC#	
DATE	ВУ	

DATE	ВУ
Application Date	Requested Install Date:

METER SHOP (619) 527-7449 Meter Information

Weter information						
Fire Hydrant Location: (Attach Detailed Map//Thomas Bro	s. Map Location or C	onstruction drawing.) Zip:	<u>T.B.</u>		G.B. (CITY USE)	
Specific Use of Water:						
Any Return to Sewer or Storm Drain, If so , explain:	The second secon	· · · · · · · · · · · · · · · · · · ·		-		
Estimated Duration of Meter Use:			Chec	k Box if Recla	imed Water	
Company Information		,				
Company Name:						
Mailing Address:					*	
City: Sta	ite:	Zip:	Phone: ()		
*Business license#	*C	ontractor license#				
A Copy of the Contractor's license OR Busine	ss License is red	quired at the time	of meter issu	ance.		
Name and Title of Billing Agent: (PERSON IN ACCOUNTS PAYABLE) Phone: ()						
Site Contact Name and Title: Phone: ()			- 2			
Responsible Party Name: Title:			·			
Cal ID#			Phone: ()		
Signature:		Date:			د - د	
Guarantees Payment of all Charges Resulting from the use of this I	Meter. <u>Insures that emp</u>	ployees of this Organization	understand the pro	oper use of Fire	e Hydrant Meter	
,	5. _{4.3}					
Fire Hydrant Meter Removal Req	uest					
		Requested Re	emoval Date:			
Provide Current Meter Location if Different from Above:		,				
Signature:		Title:		Date:		
Phone: ()	Page	r: ()	2		W	
					A April 1997	
City Meter Private Meter						
Contract Acct #:	Deposit Amou	ınt: \$ 936.00	Fees Amount:	\$ 62.0	0	
Meter Serial #	Meter Size:	05	Meter Make a	ınd Style:	6-7	
Backflow #	Backflow Size:			Backflow Make and Style:		
Name:	Signature:		7	Date:	-30	

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 F	Hydrant Meter Service
Dear Water Department Customer:	
ends in 60 days and will be removed on oradditional 90 days must be submitted in v	t Meter #, located at (Meter Location Address) or after (Date Authorization Expires). Extension requests for an writing for consideration 30 days prior to the discontinuation contact the Water Department, or mail your request for an
	City of San Diego
	Water Department Attention: Meter Services
	2797 Caminito Chollas
,	San Diego, CA 92105-5097
Should you have any questions regarding	g 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 CASH FLOW FORECAST

City of San Diego, CM&FS Div., 9753 Chesapeake Drive, SD CA 92123

Project Name:

Work Order No or Job Order No.

City Purchase Order No.

Resident Engineer (RE):

Contractor's Name:

Contractor's Address:

Invoice No.

Invoice Date:

Contact Name:

Item #	Item Description		Contract	Authoriza	tion		Previo	ıs Totals	To Date	I	his Estimate	9		ls to D	
	·	Unit	Price	Qty		Extension	%/QTY	Ar	mount	% / QTY	Amou		% / QTY		Amount
1					\$			\$			\$	-	0.00	\$	-
2					\$	-		\$			\$	-	0.00%	\$	-
3					\$	-		\$	-		\$	-	0.00%	\$	-
4					\$	-		\$			\$	-	0.00%	\$	-
5					\$	-		\$	-		\$	-	0.00%	\$	-
6					\$	-		\$	-		\$	-	0.00%	\$	-
7					\$	-		\$	-		\$	-	0.00%	\$	-
8					\$	-		\$	-		\$	-	0.00%	\$	-
5					\$	-		\$	-		\$	-	0.00%	\$	-
6					\$			\$	-		\$	-	0.00%	\$	-
7					\$	-		\$	-		\$	-	0.00%	\$	-
8					\$			\$	-		\$	-	0.00%	\$	-
9					\$	-		\$	-		\$	-	0.00%	\$	-
10					\$	-//		\$	-		\$	-	0.00%	\$	-
11					\$			\$	-		\$	-	0.00%	\$	-
12					\$	-		\$	-		\$	-	0.00%	\$	-
13					\$	-		\$	-		\$	-	0.00%	\$	-
14					\$	_		\$	-		\$	-	0.00%	\$	-
15				7	\$	-		\$	-		\$	-	0.00%	\$	-
16					\$	-		\$	-		\$	-	0.00%	\$	-
17	Field Orders				\$	-		\$	-		\$	-	0.00%	\$	-
					\$	-		\$	-		\$	-	0.00%	\$	-
	CHANGE ORDER No.				\$	-		\$	-		\$	-	0.00%	\$	-
				<u> </u>	\$	-		\$	-		\$	-	0.00%	\$	-
	Total Authorized A	Amount (includi	ng approved Chang	ge Order)	\$	-		\$	-		\$	-	Total Billed	\$	_

SUMMARY

RE Phone#:

Fax#:

SUIVIIVIART	-					
A. Original Contract Amount	\$	V	-	I certify that the materials	Retention and/or Escrow Payment Schedule	
B. Approved Change Order #00 Thru #00	\$		-	have been received by me in	Total Retention Required as of this billing (Item E)	\$0.00
C. Total Authorized Amount (A+B)	\$			the quality and quantity specified	Previous Retention Withheld in PO or in Escrow	\$0.00
D. Total Billed to Date	\$		-		Add'l Amt to Withhold in PO/Transfer in Escrow:	\$0.00
E. Less Total Retention (5% of D)	\$		-	Resident Engineer	Amt to Release to Contractor from PO/Escrow:	
F. Less Total Previous Payments	\$,	-			
G. Payment Due Less Retention			\$0.0	Construction Engineer		
H. Remaining Authorized Amount		·	\$0.0		Contractor Signature and Date:	

NOTE: CONTRACTOR TO CALCULATE TO THE 2ND DECIMAL PLACE.

Billing Period: (To)

WBS #:	B18108
Date Submitted:	10/10/2018
NTP Date:	3/23/2018
Final Statement of WD Date:	5/23/2020
Contract #:	K-XX-XXXX-XXX-X
Contract Amount:	\$5,617,000

Construction Cash Flow Forecast

"Sewer and Water Group Job 965 (W)"

Year	January	February	March	April	May	June	July	August	September	October	November	December
2018				15,000	25,000	52,000	52,000	100,000	10,000	100,000	100,000	100,000
2019	10,000	10,000	85,000	58,000	100,000	100,000	100,000	100,000	100,000	100,000	1,000,000	1,000,000
2020	100,000	100,000	100,000	1,000,000	1,000,000							
2021												
2022												
2023												
2024												
2025												

APPENDIX E

LOCATION MAPS





SENIOR ENGINEER ZACH BARHOUMI 619-533-5114 PROJECT MANAGER AVEEN SALEH 619-533-4641 PROJECT ENGINEER JWAN MUFTI 619-533-3163 FOR QUESTIONS ABOUT THIS PROJECT

Call: (619) 533-4207

Email: engineering@sandiego.gov



COMMUNITY NAME: VARIOUS

Date: 6/23/2023

COUNCIL DISTRICT: 4, 8, 9

SanGIS





SENIOR ENGINEER ZACH BARHOUMI 619-533-5114

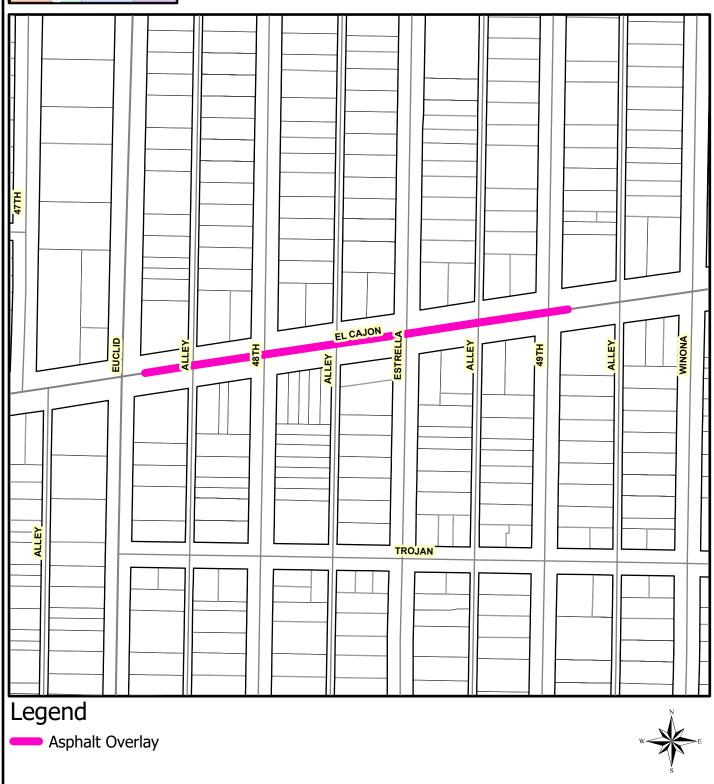
PROJECT MANAGER AVEEN SALEH 619-533-4641

PROJECT ENGINEER JWAN MUFTI 619-533-3163

FOR QUESTIONS ABOUT THIS PROJECT

Call: (619) 533-4207

Email: engineering@sandiego.gov



COMMUNITY NAME: MID-CITY:CITY HEIGHTS

Date: 4/12/2023

COUNCIL DISTRICT: 9 SanGIS



SENIOR ENGINEER ZACH BARHOUMI 619-533-5114

PROJECT MANAGER AVEEN SALEH 619-533-4641

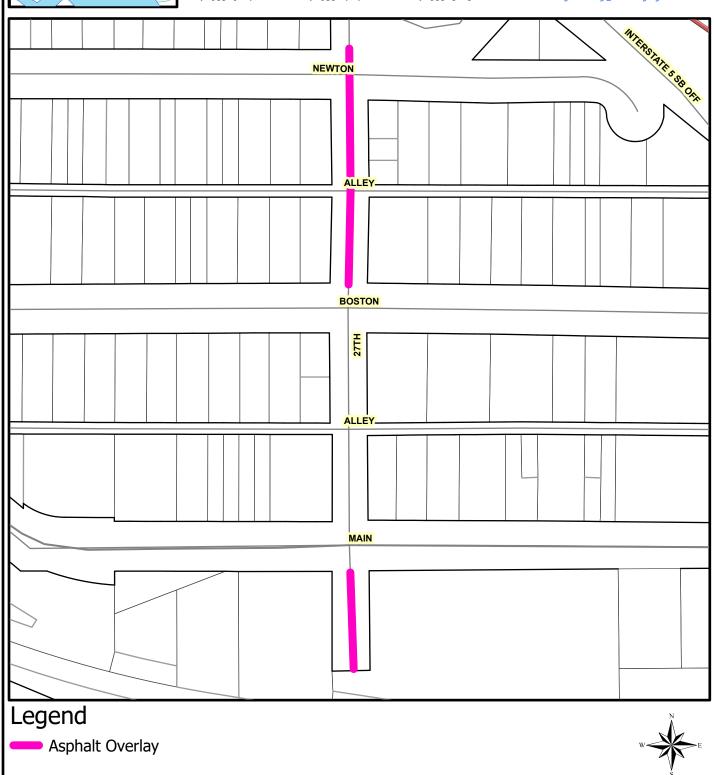
PROJECT ENGINEER JWAN MUFTI

619-533-3163

FOR QUESTIONS ABOUT THIS PROJECT

Call: (619) 533-4207

Email: engineering@sandiego.gov



COMMUNITY NAME: BARRIO LOGAN

Date: 4/12/2023

COUNCIL DISTRICT: 8







SENIOR ENGINEER ZACH BARHOUMI 619-533-5114

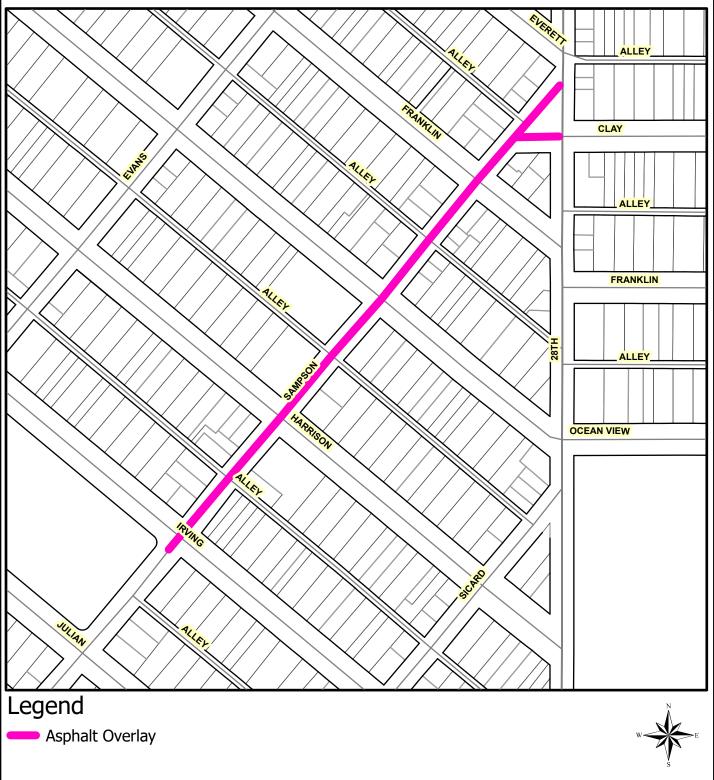
PROJECT MANAGER AVEEN SALEH 619-533-4641

PROJECT ENGINEER JWAN MUFTI

FOR QUESTIONS ABOUT THIS PROJECT

Call: (619) 533-4207

619-533-3163 Email: engineering@sandiego.gov



COMMUNITY NAME: SOUTHEASTERN SAN DIEGO

COUNCIL DISTRICT: 8

SanGIS

Date: 5/9/2023

WBS NO: B23019





SENIOR ENGINEER ZACH BARHOUMI 619-533-5114

PROJECT MANAGER AVEEN SALEH

619-533-4641

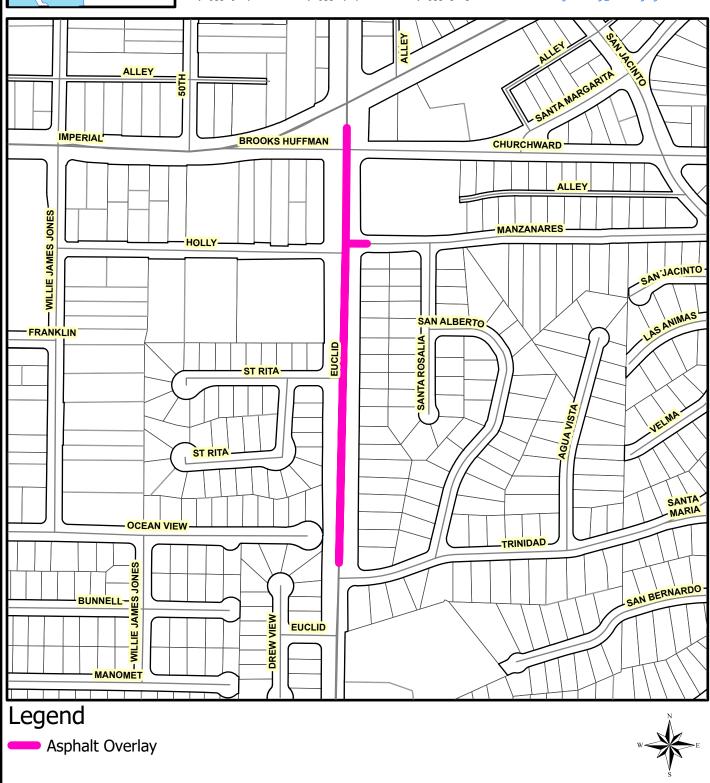
PROJECT ENGINEER JWAN MUFTI

619-533-3163

FOR QUESTIONS ABOUT THIS PROJECT

Call: (619) 533-4207

Email: engineering@sandiego.gov



COMMUNITY NAME: ENCANTO NEIGHBORHOODS

COUNCIL DISTRICT: 4

Date: 6/13/2023

WBS NO: B23019





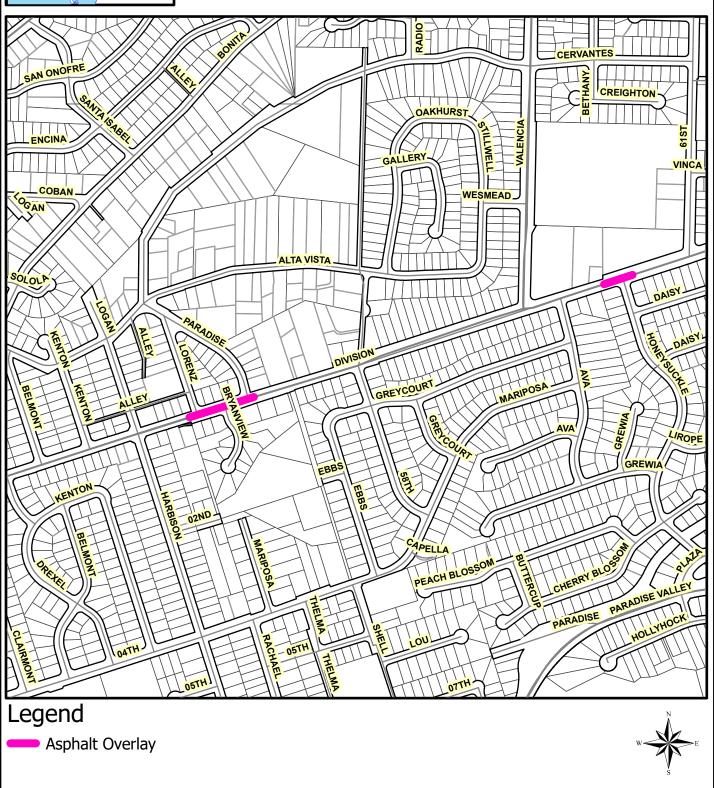
SENIOR ENGINEER ZACH BARHOUMI 619-533-5114 PROJECT MANAGER AVEEN SALEH 619-533-4641

MANAGER PROJECT ENGINEER
LEH JWAN MUFTI
4641 619-533-3163

FOR QUESTIONS ABOUT THIS PROJECT

Call: (619) 533-4207

Email: engineering@sandiego.gov



COMMUNITY NAME: ENCANTO NEIGHBORHOODS COUNCIL DISTRICT: 4

Date: 5/9/2023

WBS NO: B23019

SanGIS





SENIOR ENGINEER ZACH BARHOUMI 619-533-5114

PROJECT MANAGER AVEEN SALEH 619-533-4641

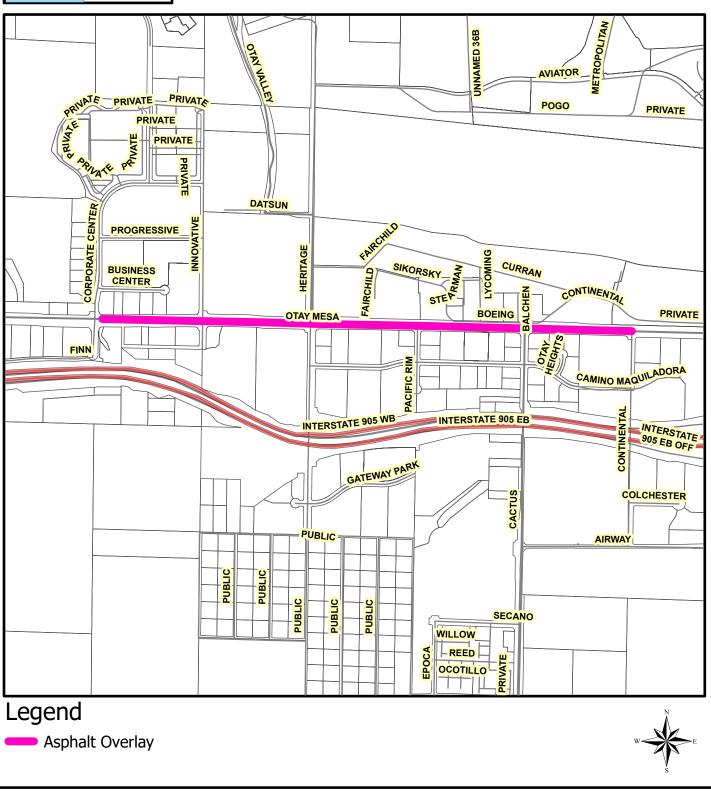
PROJECT ENGINEER JWAN MUFTI

619-533-3163

FOR QUESTIONS ABOUT THIS PROJECT

Call: (619) 533-4207

Email: engineering@sandiego.gov



COMMUNITY NAME: OTAY MESA

Date: 5/9/2023

COUNCIL DISTRICT: 8





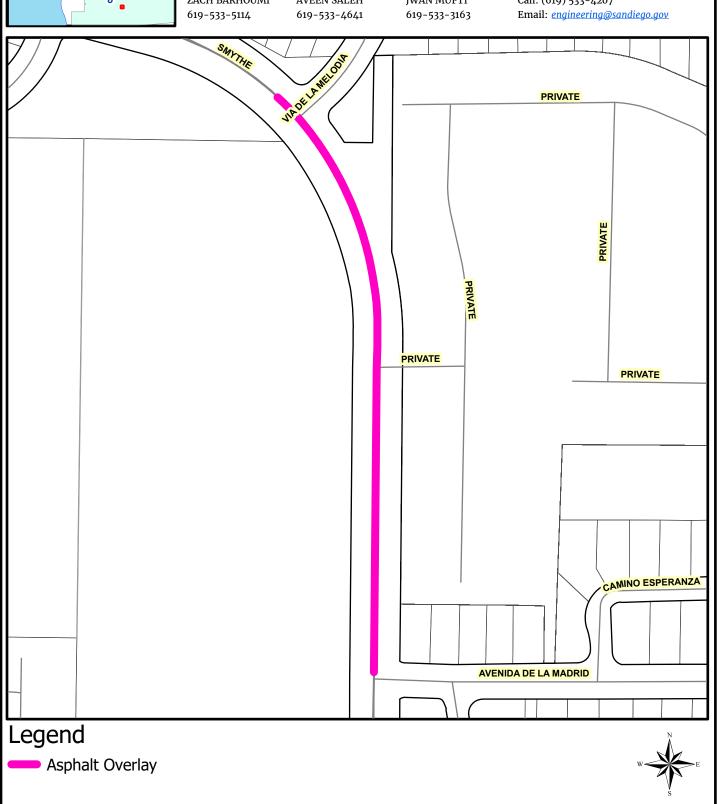
ZACH BARHOUMI

AVEEN SALEH

PROJECT ENGINEER JWAN MUFTI

FOR QUESTIONS ABOUT THIS PROJECT

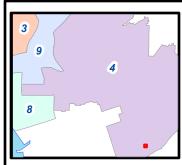
Call: (619) 533-4207



COMMUNITY NAME: SAN YSIDRO

Date: 4/12/2023

COUNCIL DISTRICT: 8

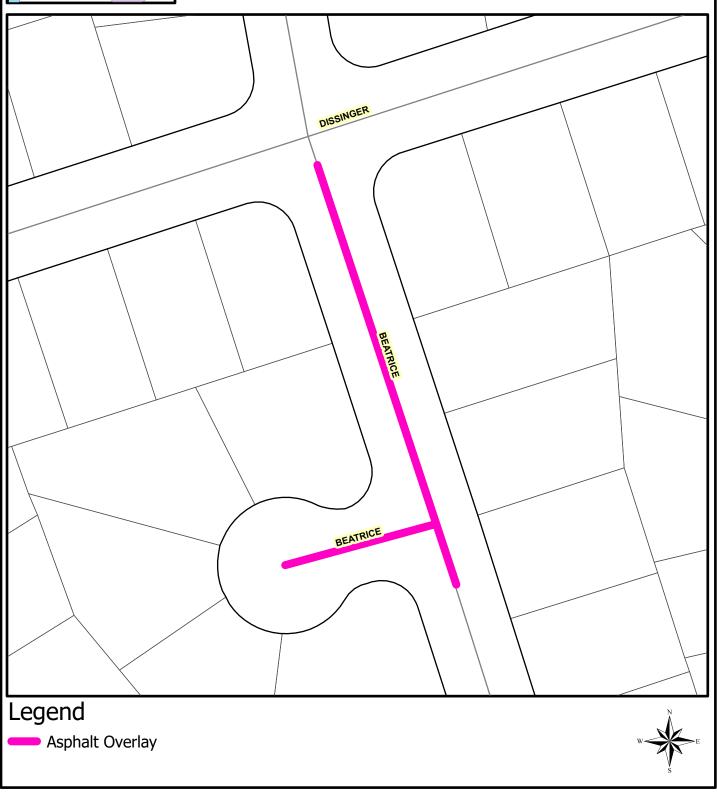




SENIOR ENGINEER ZACH BARHOUMI 619-533-5114 PROJECT MANAGER AVEEN SALEH 619-533-4641 PROJECT ENGINEER JWAN MUFTI 619-533-3163 FOR QUESTIONS ABOUT THIS PROJECT

Call: (619) 533-4207

Email: engineering@sandiego.gov



COMMUNITY NAME: SKYLINE-PARADISE HILLS

Date: 6/12/2023

SaiGIS

K-24-2199-DBB-3



SENIOR ENGINEER ZACH BARHOUMI 619-533-5114

PROJECT MANAGER AVEEN SALEH 619-533-4641

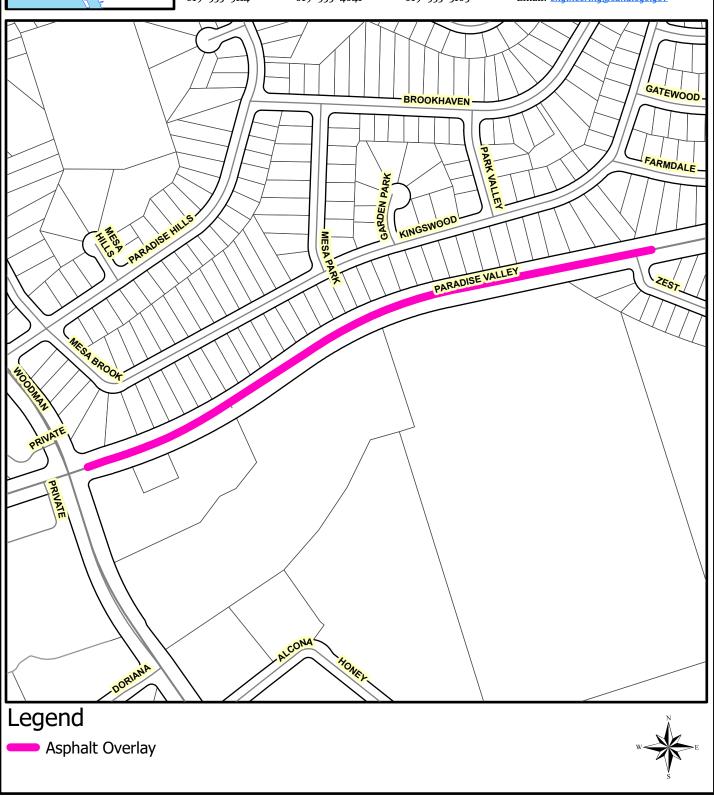
PROJECT ENGINEER JWAN MUFTI

619-533-3163

FOR QUESTIONS ABOUT THIS PROJECT

Call: (619) 533-4207

Email: engineering@sandiego.gov



COMMUNITY NAME: SKYLINE-PARADISE HILLS

Date: 4/12/2023

COUNCIL DISTRICT: 4 SanGIS

APPENDIX F

ADJACENT PROJECTS MAPS





SENIOR ENGINEER ZACH BARHOUMI 619-533-5114

PROJECT MANAGER AVEEN SALEH 619-533-4641

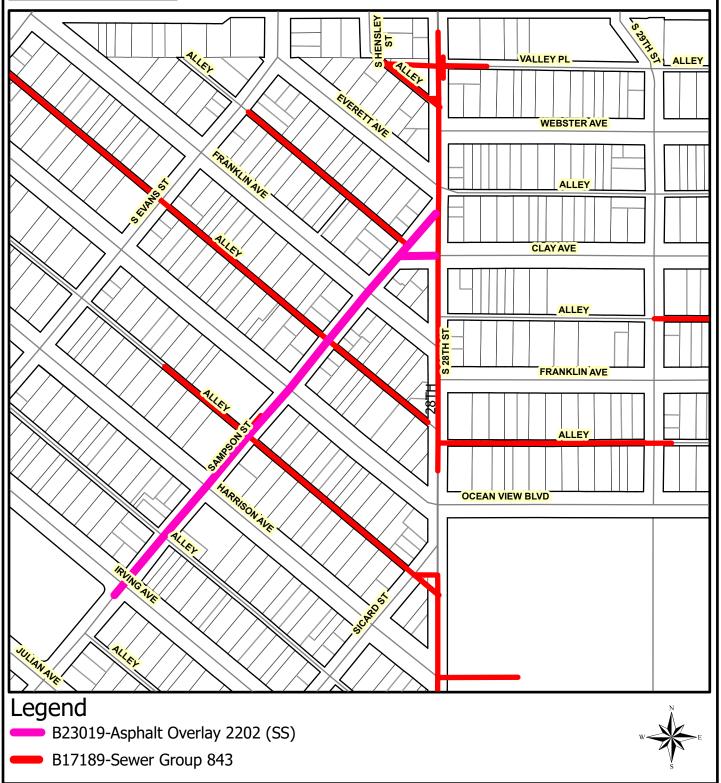
PROJECT ENGINEER JWAN MUFTI

619-533-3163

FOR QUESTIONS ABOUT THIS PROJECT

Call: (619) 533-4207

Email: engineering@sandiego.gov



COMMUNITY NAME: SOUTHEASTERN SAN DIEGO

COUNCIL DISTRICT: 8

SanGIS

Date: 5/22/2023

WBS NO: B23019





SENIOR ENGINEER ZACH BARHOUMI 619-533-5114

PROJECT MANAGER AVEEN SALEH

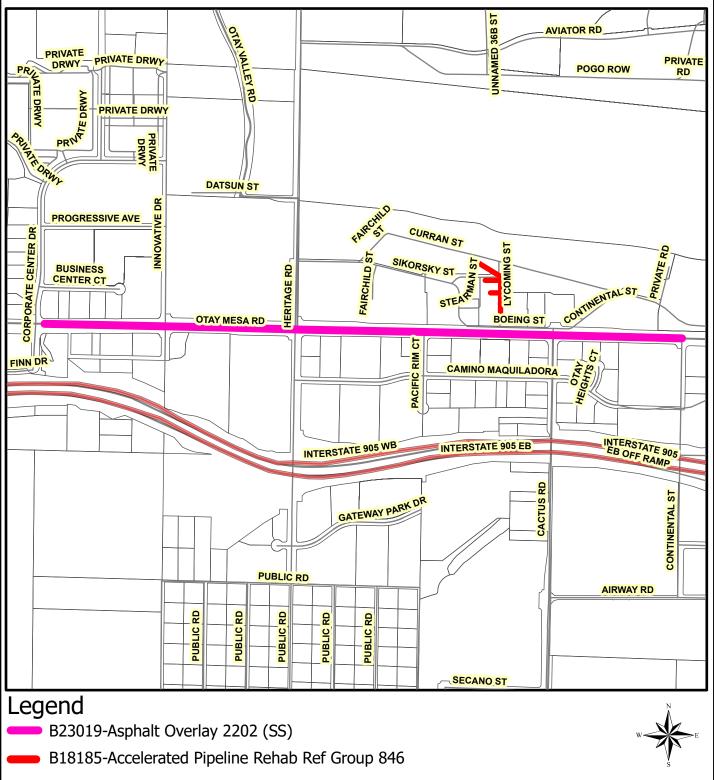
PROJECT ENGINEER JWAN MUFTI 619-533-4641

619-533-3163

FOR QUESTIONS ABOUT THIS PROJECT

Call: (619) 533-4207

Email: engineering@sandiego.gov



COMMUNITY NAME: OTAY MESA

COUNCIL DISTRICT: 8

Date: 5/23/2023



WBS NO: B23019



SENIOR ENGINEER ZACH BARHOUMI 619-533-5114

PROJECT MANAGER AVEEN SALEH 619-533-4641

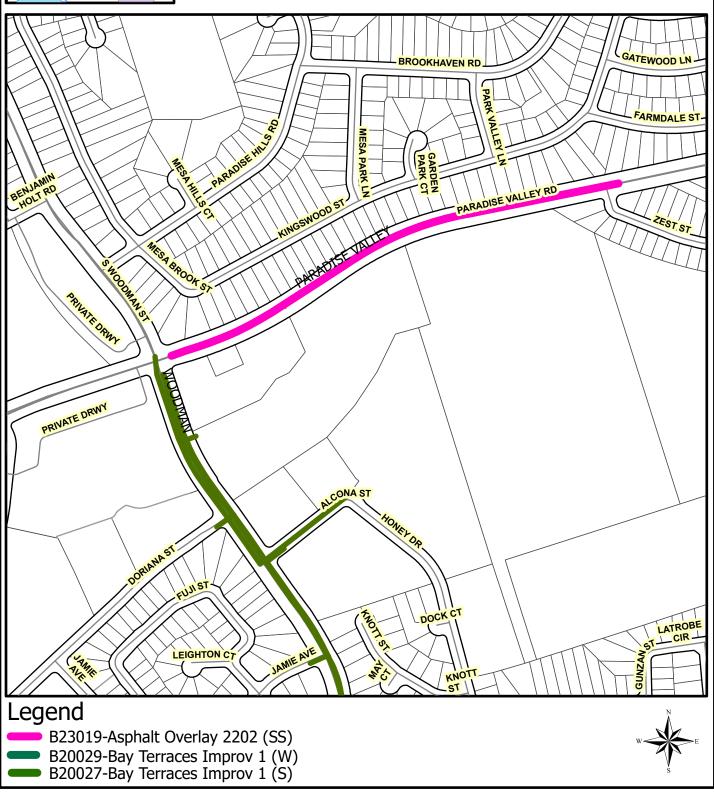
PROJECT ENGINEER JWAN MUFTI

619-533-3163

FOR QUESTIONS ABOUT THIS PROJECT

Call: (619) 533-4207

Email: engineering@sandiego.gov



COMMUNITY NAME: SKYLINE-PARADISE HILLS

Date: 5/23/2023

SanGIS



SENIOR ENGINEER ZACH BARHOUMI 619-533-5114

PROJECT MANAGER AVEEN SALEH

619-533-4641

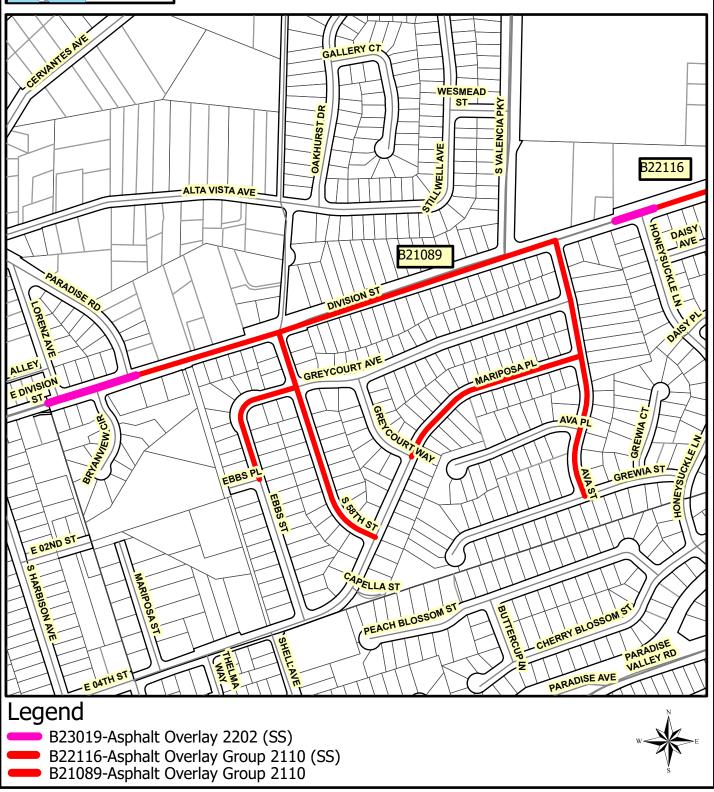
PROJECT ENGINEER JWAN MUFTI

619-533-3163

FOR QUESTIONS ABOUT THIS PROJECT

Call: (619) 533-4207

Email: engineering@sandiego.gov

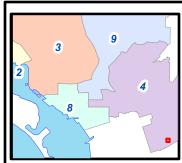


COMMUNITY NAME: ENCANTO NEIGHBORHOODS COUNCIL DISTRICT: 4

Date: 5/24/2023

WBS NO: B23019

SanGIS





SENIOR ENGINEER ZACH BARHOUMI 619-533-5114

PROJECT MANAGER AVEEN SALEH 619-533-4641

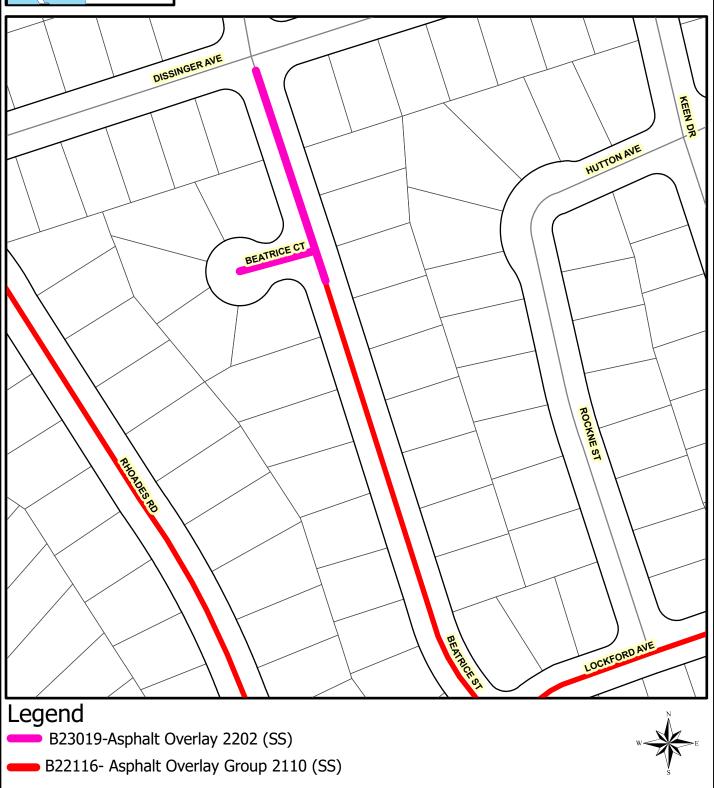
PROJECT ENGINEER JWAN MUFTI

619-533-3163

FOR QUESTIONS ABOUT THIS PROJECT

Call: (619) 533-4207

Email: engineering@sandiego.gov



COMMUNITY NAME: SKYLINE-PARADISE HILLS

Date: 6/12/2023

COUNCIL DISTRICT: 4 SanGIS



SENIOR ENGINEER ZACH BARHOUMI 619-533-5114

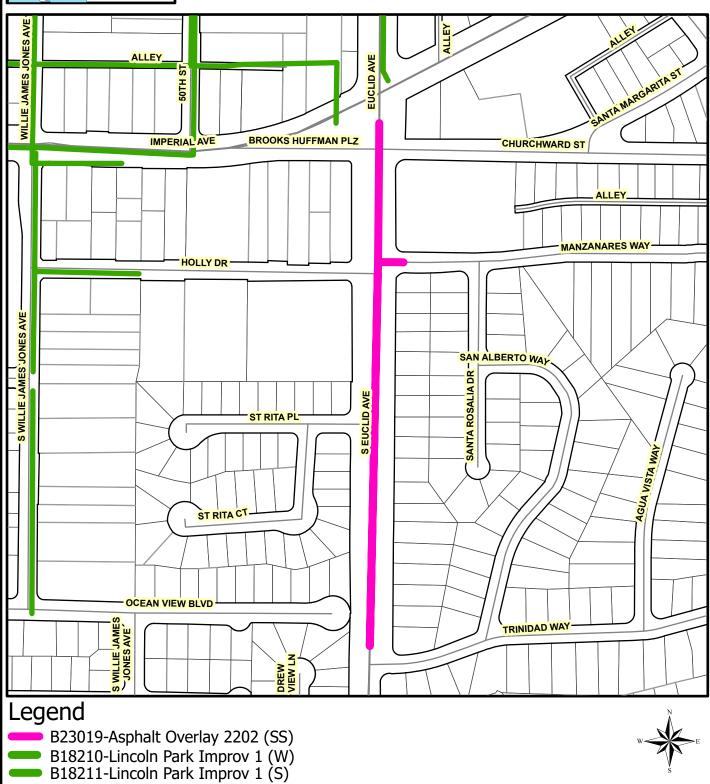
PROJECT MANAGER AVEEN SALEH 619-533-4641

PROJECT ENGINEER JWAN MUFTI

FOR QUESTIONS ABOUT THIS PROJECT

Call: (619) 533-4207

619-533-3163 Email: engineering@sandiego.gov

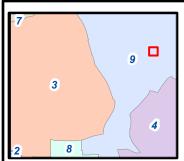


COMMUNITY NAME: ENCANTO NEIGHBORHOODS COUNCIL DISTRICT: 4

Date: 6/13/2023

WBS NO: B23019

SanGIS



Engineering & Capital Projects

<u>Asphalt Overlay 2202 (SS)-Phase I</u>

SENIOR ENGINEER ZACH BARHOUMI 619-533-5114

PROJECT MANAGER AVEEN SALEH

619-533-4641

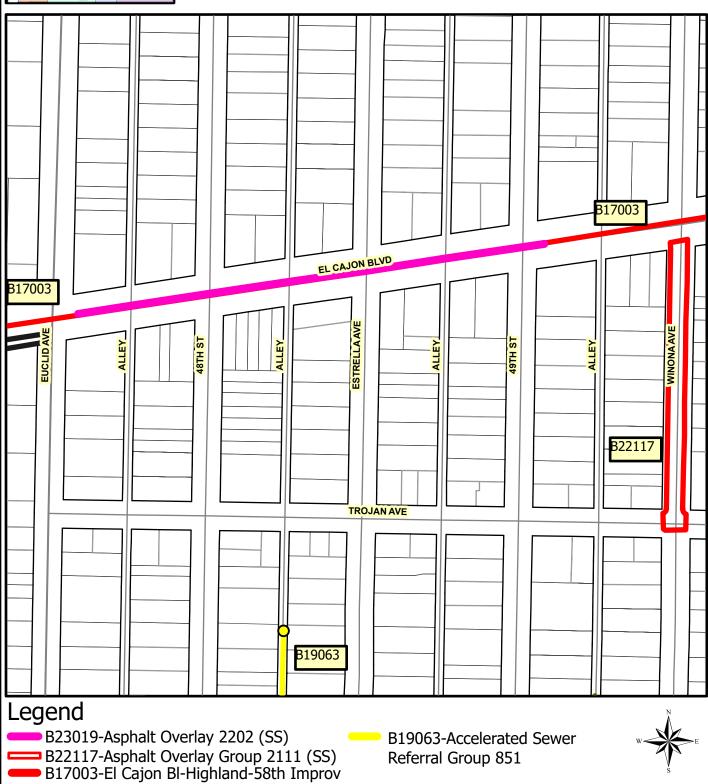
PROJECT ENGINEER JWAN MUFTI

619-533-3163

FOR QUESTIONS ABOUT THIS PROJECT

Call: (619) 533-4207

Email: engineering@sandiego.gov



COMMUNITY NAME: MID-CITY:CITY HEIGHTS

Date: 5/24/2023

SanGIS

COUNCIL DISTRICT: 9

WBS NO: B23019

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 Specific	ation: Attached	Supplier:	
Dig out Locations:	1		
J	2		
	3		
Tack Coat Applicatio	n Rate @ Locations		
	1		
	2		
	3		
Asphalt Temperatur			
, opridic remperator	1	ocaciono.	
	2.		
	3		
Asabalt Donth Ol or	vational		
Asphalt Depth @Loc			
(3		
Compaction Test Re	sult @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: Initials:
Proper Storage of Materials & Equipment
2. Proper Operation of Equipment
3. Adherence to Plans and Specs
4. Review of QC Tests
5. Safety Inspection
Deviations from QCP (see attached)
Quality Control Plan Administrator's Signature: Date Signed:

APPENDIX H

SAMPLE OF PUBLIC NOTICE

FOR SAMPLE REFERENCE ONLY





CONSTRUCTION NOTICI

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 NOTIC

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

To contact the City of San Diego: SDD Public Works 619-533-4207 engineering@sandiego.gov sandiego.gov/CIP

To contact the City of San Diego: SDJ Public Works 619-533-4207 | engineering@sandiego.gov | sandiego.gov/CIP

APPENDIX I

ADVANCED METERING INFRASTRUCTURE (AMI) DEVICE PROTECTION

Protecting AMI Devices in Meter Boxes and on Street Lights

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

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

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

A. Endpoints, see Photo 1:

Photo 1

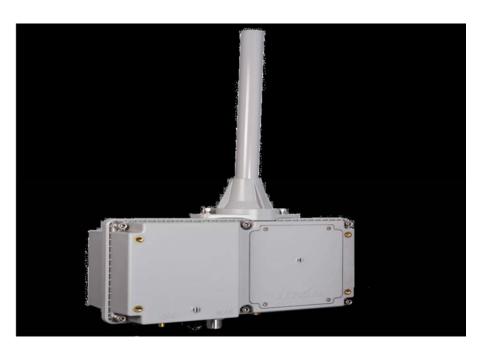


B. AMI Antenna attached to Endpoint (antenna not always required), see Photo 2:



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

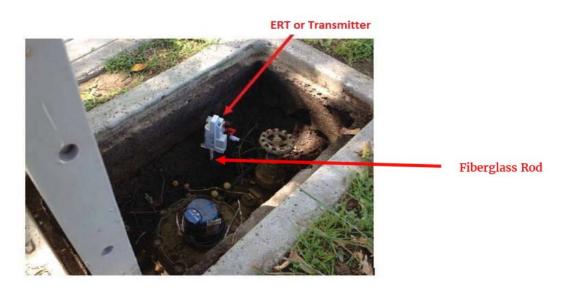


Photo 6 below is an example of disturbance that shall be avoided:

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

ESTIMATED ASPHALT CONSTRUCTION QUANTITIES

Estimated Asphalt Construction Quantities

					Council	Pavement	Pavement	Cold Mill	Cold Mills		Proposed AC	Total Base			op Detector	s	Adjust GV	Adjust MH	Inlet	Delineator Removal and	
SAP ID	Street Name	Cross Street 1	Cross Street 2	Functional Classification	District	Length (LF)	Width (LF)	Header Cuts (LF)	(SF)	Item Description	Thickness (Inches)	Repair (SF)		Type E (EA)	Type E Mod (EA)	Type Q (EA)	to Grade (EA)	to Grade (EA)	Markers (EA)	Renlacement	Task Comments
SS-010027-PV1	EL CAJON BL	ESTRELLA AV	49TH ST	CL 4 LN COLLECTOR WITH 2 WY LEFT TURN LN	9	380	75		28500	Cold Mill Type B Full Width (3 inch)	3 Inch	9560	YES				3	1			For Bell System Manhole - on sidewalk at NW corner of 49th & El Cajon Blvd, coordinate with Cary Hernandez - AT&T OSP Design Engineer 3750 Home Avenue M 619-673-6013 E ch2729@att.com
SS-010028-PV1	EL CAJON BL	48TH ST	ESTRELLA AV	CL 4 LN COLLECTOR WITH 2 WY LEFT TURN LN	9	332	75		24936	Cold Mill Type B Full Width (3 inch)	3 Inch		YES								
SS-010029-PV1	EL CAJON BL	EUCLID AV	48TH ST	CL 4 LN COLLECTOR WITH 2 WY LEFT TURN LN	9	284	75		21300	Cold Mill Type B Full Width (3 inch)	3 Inch		YES	10	3		3	1			All loops to be replaced in kind.
SS-029305-PV1	S 27TH ST	MAIN ST	END	RES CUL DE SAC	8	173	40		6920	Cold Mill Type B Full Width (3 inch)	3 Inch w/ FRAC	600	NO						3		
SS-029307-PV1	S 27TH ST	NEWTON AV	BOSTON AV	RES RESIDENTIAL LOCAL STREET	8	390	40		15600	Cold Mill Type B Full Width (3 inch)	3 Inch w/ FRAC	333	NO						J		
SS-007351-PV1	CLAY AV	S 28TH ST	SAMPSON ST	RES RESIDENTIAL LOCAL STREET	8	70	52		3640	Cold Mill Type B Full Width (3 inch)	3 Inch w/ FRAC		NO								
SS-023962-PV1	SAMPSON ST	S 28TH ST	CLAY AV	CL 2 LANE SUB-COLLECTOR	8	130	48		6240	Cold Mill Type B Full Width (3 inch)	3 Inch w/ FRAC	250	NO								
SS-023961-PV1	SAMPSON ST	CLAY AV	FRANKLIN AV	CL 2 LANE SUB-COLLECTOR	8	160	40		6400	Cold Mill Type B Full Width (3 inch)	3 Inch w/ FRAC		NO								
SS-023963-PV1	SAMPSON ST	FRANKLIN AV	OCEAN VIEW BL	CL 2 LANE SUB-COLLECTOR	8	383	40		15314	Cold Mill Type B Full Width (3 inch)	3 Inch w/ FRAC	710	NO								
SS-023964-PV1	SAMPSON ST	OCEAN VIEW BL	HARRISON AV	CL 2 LANE SUB-COLLECTOR	8	392	46		18014	Cold Mill Type B Full Width (3 inch)	3 Inch w/ FRAC	710	NO								
SS-023965-PV1	SAMPSON ST	HARRISON AV	IRVING AV	CL 2 LANE SUB-COLLECTOR	8	390	46		17952	Cold Mill Type B Full Width (3 inch)	3 Inch w/ FRAC		NO								
SS-010578-PV1	EUCLID AV	CHURCHWARD ST	IMPERIAL AV	CL 4 LN COLLECTOR WITH 2 WY LEFT TURN LN	4	110	96		10560	Cold Mill Type B Full Width (3 inch)	3 Inch w/ FRAC		YES	11	5	1	4				Please refer to the striping plans for the location of the loops.
SS-029603-PV1	S EUCLID AV	CHURCHWARD ST	HOLLY ST	CL 4 LN COLLECTOR WITH 2 WY LEFT TURN LN	4	335	78		26150	Cold Mill Type B Full Width (3 inch)	3 Inch w/ FRAC		YES								
SS-017396-PV1	MANZANARES WY	S EUCLID AV	50 LF of MANZANARES WY	RES RESIDENTIAL LOCAL STREET	4	50	55		2750	Cold Mill Type B Full Width (3 inch)	3 Inch w/ FRAC	21178	YES								
SS-029604-PV1	S EUCLID AV	HOLLY ST	ST RITA PL	CL 4 LN COLLECTOR WITH 1 WY LEFT TURN LN	4	454	70		31780	Cold Mill Type B Full Width (3 inch)	3 Inch w/ FRAC		YES								
SS-029615-PV1	S EUCLID AV	ST RITA PL	TRINIDAD WY	CL 4 LN COLLECTOR WITH 1 WY LEFT TURN LN	4	640	70		44800	Cold Mill Type B Full Width (3 inch)	3 Inch w/ FRAC		YES						1		
SS-009257-PV1	DIVISION ST	Approx. 150LF from the West PCR of Honeysuckle to the East PCR	East PCR of HONEYSUCKLE LN	CL 2 LANE COLLECTOR WITH 2 WAY LEFT TURN	4	150	38	76	1800	Cold Mill Type A 6' Edge (2 inch)	3 Inch w/ FRAC	16	NO								
SS-009264-PV1	DIVISION ST	BRYANVIEW CR	PARADISE RD	CL 2 LANE COLLECTOR WITH 2 WAY LEFT TURN	4	168	48	48	2016	Cold Mill Type A 6' Edge (2 inch)	3 Inch w/ FRAC		NO								
SS-009265-PV1	DIVISION ST	LORENZ AV	BRYANVIEW CR	CL 2 LANE COLLECTOR WITH 2 WAY LEFT TURN	4	174	62		2084	Cold Mill Type A 6' Edge (2 inch)	3 Inch w/ FRAC		NO								
SS-009267-PV1	DIVISION ST	CITY BOUNDARY	LORENZ AV	CL 2 LANE COLLECTOR WITH 2 WAY LEFT TURN	4	51	57	57	618	Cold Mill Type A 6' Edge (2 inch)	3 Inch w/ FRAC	96	NO								
SS-020763-PV1	OTAY MESA RD	HERITAGE RD	PACIFIC RIM CT	CL 4 LN COLLECTOR WITH 2 WY LEFT TURN LN	8	1325	114		151031	Cold Mill Type B Full Width (3 inch)	3 Inch		YES								
SS-020764-PV1	OTAY MESA RD	PACIFIC RIM CT	CACTUS RD	CL 4 LN COLLECTOR WITH 2 WY LEFT TURN LN	8	1324	114		150974	Cold Mill Type B Full Width (3 inch)	3 Inch		YES								
SS-020765-PV1	OTAY MESA RD	CACTUS RD	CONTINENTAL ST	CL 4 LN COLLECTOR WITH 2 WY LEFT TURN	8	1388	114		158232	Cold Mill Type B Full Width (3 inch)	3 Inch	3080	YES	103	37	8			37		Please refer to the striping plans for the location of the loops.
SS-030746-PV1	OTAY MESA RD	CORPORATE CENTER DR	INNOVATIVE DR	CL 4 LN COLLECTOR WITH 2 WY LEFT TURN	8	1252	114		142702	Cold Mill Type B Full Width (3 inch)	3 Inch		YES								
SS-031670-PV1	OTAY MESA RD	INNOVATIVE DR	HERITAGE RD	CL 2 LANE COLLECTOR WITH 2 WAY LEFT TURN	8	1333	126		167933	Cold Mill Type B Full Width (3 inch)	3 Inch		YES								

Estimated Asphalt Construction Quantities

SAP ID	Street Name	Cross Street 1	Cross Street 2	Functional Classification	Council	Pavement	Pavement	Cold Mill Header Cuts	Cold Mills	Item Description	Proposed AC Thickness (Inches)	Total Base	Night Work	Lo	op Detecto	rs	Adjust GV to Grade	Adjust MH to Grade	Inlet Markers	Delineator Removal and	Task Comments	
SAFID	Street Name	Cross street 1	Closs Street 2	runctional Classification	District	Length (LF)	Width (LF)	(LF)	(SF)	item bescription	(Inches)	Repair (SF)	Night Work	IType F (FA)	Type E Mod (EA)	Type Q (EA)	(EA)	(EA)	(EA)	Replacement (EA)	nt Task Comments	
SS-025121-PV1	SMYTHE AV	VIA DE LA MELODIA	AVNDA DE LA MADRID	CL 4 LN COLLECTOR WITH 2 WY LEFT TURN LN	8	1007	64	128	12084	Cold Mill Type A 6' Edge (2 inch)	3 Inch w/ FRAC	1634	YES	7	3			1		5	Please refer to the striping plans for the location of the loops.	
SS-003819-PV1	BEATRICE ST	DISSINGER AV	BEATRICE CT	RES RESIDENTIAL LOCAL STREET	4	290	36		10440	Cold Mill Type B Full Width (2 inch)	2 Inch		NO									
SS-003817-PV1	BEATRICE CT	BEATRICE ST	END	RES RESIDENTIAL LOCAL STREET	4	103	39		4017	Cold Mill Type B Full Width (2 inch)	2 Inch		NO									
SS-021164-PV1	PARADISE VALLEY RD	S WOODMAN ST	ZEST ST	CL 4 LN COLLECTOR WITH 2 WY LEFT TURN LN	4	2184	78		170331	Cold Mill Type B Full Width (3 inch)	3 Inch w/ FRAC	2830	YES	18	8	3	2		6		Please refer to the striping plans for the location of the loops.	

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APPENDIX K

ESTIMATED CONCRETE CONSTRUCTION QUANTITIES

Estimated Concrete Construction Quantities

				Curb Ramp Ass	essment (Type)							Replace G\	,															
Item	Street Name	Cross Street 1	NW	NE	SW	SE	PPB &Post (EA)	PPB (EA) Ped Barricade (EA)		Adjust Water Meter (EA)	Bus Stop Pad (CY) Traffic Med Removal a Repair (L	nd concrete	Adjust Pull Box	elocate Traffic Sign & Post (EA)	Continental Crosswalk (SF)	Continental Crosswalk-yellow (SF)	Relocate Limit Line (LF)	Relocate Legend Marking (SF)	Adjust Survey Monument (EA)	Historical Stamp (EA)	Replace Cu Only (LF		e Sidewalk Panel er (LF) Replacement (SF)	New Sidewalk Panel (SF)	New Curb (LF) Driveway Replacement (SF)	Alley Apron (SF) Re	Cross Gutter Replacement (SF) Replacement (SF)	Task Comments
1	EL CAJON BL	EUCLID AV	N/A (Outside the Scope)	N/A (Outside the Scope)	N/A (Outside the Scope)	N/A (Outside the Scope)					67																	Install (1) 100 feet long bus stop pad per MTS recommendation approx. 70 ft east of intersection of El Cajon Blvd and Euclid Ave. Install (1) 100 feet long bus stop pad per MTS recommendation approx. 110 ft east of intersection of El Cajon Blvd and Euclid Ave. Reinstall approx. 40 ft of limit line at the east side of El Cajon Blvd and Euclid Ave intersection.
2	EL CAJON BL	ALLEY BETW/ EUCLID AV & 48TH ST	D	D	D	N/A							2						1							220		Replace existing concrete alley apron at the north side per Standard Drawings SDG-131 note 23.
3	EL CAJON BL	48TH ST	Dual A	A (8' wide)	Dual A	Dual A							1	3			40	44	3			7			330		756	At 4802 El Cajon Blvd, adjacent to the NE ramp (on 48th St), replace existing driveway to accommodate curb ramp installation. At 4802 El Cajon Blvd, on 48th St, replace concrete panel in-front of existing driveway At the SW corner, install one accessible parking sign and post per SDM 104 and 117 for the metered spaces adjacent to the ramp, paint curb blue.
4	EL CAJON BL	ALLEY BETW/ 48TH ST & ESTRELLA AV	D	D	D	D							2								18		16		400	540		At 4825 El Cajon Blvd, adjacent to the SE ramp, replace existing driveway to accommodate curb ramp installation. Replace approx. 8' of curb and 16' of sidewalk panel adjacent to the NE ramp at the alley between 48th 5 & & Extrella Ave along El Cajon Blvd, 4828 El Cajon Blvd. Replace approx. 6' of curb adjacent to the NW ramp at the alley between 48th St & Estrella Ave along El Cajon Blvd. Replace approx. 4' of curb adjacent to the SW ramp at the alley between 48th St & Estrella Ave along El Cajon Blvd.
5	EL CAJON BL	ESTRELLA AV	installation will be done by ADACA Estrella & El Cajon	done by ADACA Estrella & El Cajon Blvd CR PROW,	installation will be done by ADACA Estrella & El Cajon	installation will be done by ADACA Estrella & El Cajon Blvd CR PROW,																						
6	EL CAJON BL	ALLEY BETW/ ESTRELIA AV & 49TH ST	N/A	N/A	D	D			1				1	1					1		24		16			270		At 4875 El Cajon Blvd, the SE ramp at the alley between 49th St & Estrella Ave, replace approximate 16 of curb adjacent to the ramp along El Cajon Blvd. At the SW ramp at the alley between 49th St & Estrella Ave, replace approx. 8' of curb and 16 SF of sidewalk panel at adjacent to ramp along El Cajon Blvd. For the NEC ramp, install protective railing at the north side of existing compliant type D ramp to prohibit side access. Install one accessible parking sign and post per SDM 104 and 117 for the metered spaces adjacent to the SW corner ramp at the intersection of El Cajon Blvd and alley east of Estrella Ave, for the proposed accessible parking adjacent to the SW corner ramp at the intersection of El Cajon Blvd and Alley east of Estrella Ave, paint curb blue.
7	EL CAJON BL	49TH ST	Dual A w/Spandrel	Dual A w/Spandrel	Dual A	Dual B			1				1	2			36	44	1								1000	At the NWC, Install the eastern type A ramp, crossing El Cajon Blvd with single flare on east side. At the NWC, Install protective railing at the west side of the type A ramp crossing El Cajon Blvd.
8	SAMPSON ST	ALLEY	N/A	N/A	New curb ramp installation will be done by GJ843	N/A																						
9	SAMPSON ST	CLAY AV	N/A	A (at the island) with one flare on east side	N/A	N/A								1			46	44						350	70			At the island, Install two concrete pathways and curb and gutter between the proposed ramp and two existing ramps. At the island, install at yep A ramp with one flare on the east side and connect with concrete pathway to the other island curb ramps (SDG-139).
10	SAMPSON ST	FRANKLIN AV	N/A	N/A	N/A	N/A																						
11	SAMPSON ST	ALLEY BETW/FRANKLIN AV & OCEAN VIEW BL	N/A	N/A	N/A	N/A																						
12	SAMPSON ST	OCEAN VIEW BL	N/A	N/A	N/A	N/A									690													Please refer to the striping plans for the location of the continental crosswalk. Reinstall approx. 40 ft of limit line at the north and south side of Sampson St and Ocean View Blvd intersection
13	SAMPSON ST	ALLEY BETW/OCEAN VIEW BL & HARRISON AV	N/A	N/A	N/A	N/A															60		16					Replace approx. 50 ft of curb approx. 30 ft North of Sampson St and Alley. Replace approx. 10 ft of curb and 16 sf of sidewalk panel on Sampson St at 420 Sampson St.
14	SAMPSON ST	HARRISON AV	Dual B & C2	A (8' wide)	Dual A & B	Dual A & C2								2			90	44										
15	SAMPSON ST	ALLEY BETW/HARRISON AV & IRVING AV	N/A	N/A	N/A	N/A																						
16	SAMPSON ST	IRVING AV	Dual C2 w/Spandrel	Dual B & C2	Dual A w/Spandrel	Dual B & C2								2		690	90	22			10							Please refer to the striping plans for the location of the continental crosswalk. Replace 10' of curb at the NE corner after the PCR on Irving Ave, In-front of 2204 Irving Av.
17	S 27TH ST	NEWTON AV	Dual A & C2	Dual C2	Dual A	A (8' wide)								2			40	22	3	11								For the NE corner, remove and reinstall traffic sign post before curb opening and closer to back of curb to allow sufficient path of travel. Remove and reinstall approx. 40 ft of limit line at the east and west legs of 27th St and Newton Ave intersection.
18	S 27TH ST	ALLEY BETW/NEWTON AV & BOSTON AV	D	D	D	D																				420		
19	S 27TH ST	BOSTON AV		installation will be		New curb ramp installation will be done by B17113, B22060 and B22038																						
20	S 27TH ST	ALLEY BETW/BOSTON AV & MAIN ST	N/A (Outside the Scope)	N/A (Outside the Scope)	N/A (Outside the Scope)	N/A (Outside the Scope)																						

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Estimated Concrete Construction Quantities

				Curb Ramp Ass	sessment (Type)										ici ete coi		`										
Item	Street Name	Cross Street 1			(-,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,		PPB &Post (EA)	PPB (EA) Ped Barricade (EA)	Protective	Adjust Water Meter (EA)	(CV) Kellioval allu			elocate Traffic Sign & Post	Continental Crosswalk (SF)	Continental Crosswalk-yellow	Relocate	Relocate Legend Marking (SF)	Adjust Survey Monument	Historical	Replace Curb	Replace	Sidewalk Panel New Si Replacement (SF) Pane	ewalk (cc) New Curb (LF)	Driveway Replacement (SF)	Alley Apron Cross Gutter Concrete Panel (SF) Replacement (SF) Replacement (SF)	Task Comments
			NW NW	NE Ne	SW New curb ramp	SE Name and a second		(EA)	Railing (EA)	Weter (EA)	(CT) Repair (LF)	(EA)	(EA)	(EA)	Crosswaik (SF)	(SF)	Limit Line (LF)	(SF)	(EA)	Stamp (EA)	Only (LP)	arbadutter (LF)	neplacement (3r)	jsrj	replacement (SF)	(5r) Replacement (5r) Replacement (5r	
21	S 27TH ST	MAIN ST	installation will be done by B17113,	installation will be done by B17113,	installation will be done by B17113,	installation will be done by B17113,																					
			B22060 and B22038	B22060 and B22038	B22060 and B22038	B22060 and B22038																					
22	DIVISION	BRYANVIEW CT	N/A	N/A	C2 directional w/Spandrel	C2 directional w/Spandrel											20	22								130	Relocate limit line and legend marking before curb opening.
23	DIVISION	LORENZ AVE	N/A	C2	N/A	N/A											14	22								850	Remove and reinstall limit line and legend marking.
24	DIVISION	PARADISE RD	C2	N/A	N/A	N/A											18										Remove and reinstall limit line.
																											For the SEC and SWC, Shift ramps away from apex of curb return and more on side of Honeysuckle
25	DIVISION	HONEYSUCKLE LN	N/A	N/A	C2 directional	C2 directional											24	22	1	5							Ln. For the SEC ramp, Extend 15' along Division St to catch existing steep grades and remove existing vegetation (plant removal).
																											Relocate limit line and legend marking before curb opening.
26	EUCLID AV	IMPERIAL AV	installation will be	New curb ramp installation will be	installation will be	N/A									520												Please refer to the striping plans for the location of the continental crosswalk.
20	EGGES AV	IIII EIBAEAV	done by Lincoln Park Impr.	done by Lincoln Park Impr.	done by Lincoln Park Impr.	N/A									320												The second secon
																											Install (1) 120 feet long bus stop pad per MTS recommendation approx. 70 ft south of intersection of Euclid Ave and Brooks Huffman Plz.
																											Install (1) 120 feet long bus stop pad per MTS recommendation approx. 160 ft south of intersection of Euclid Ave and Churchward St.
27	EUCLID AV	CHURCHWARD ST	A directional w/Spandrel	C2 directional	C1 w/ Spandrel (Corner with structure) Per SDG-	C2 directional					80					160	18	22	1								For the NWC, ensure curb ramp is directional (Shift ramp away from apex of curb return and more on side of Brooks Huffman). For the SEC ramp, ensure curb ramp is directional (Shift ramp away from apex of curb return and
			1,70,201.0101		136																						more on Churchward side). Reinstall limit line and legend marking. Churchward St is on moratorium for SLURRY SEAL GROUP 2022 with expiration of 3/7/2024, so the
																											NEC and SEC Curb ramps at Euclid Ave and Churchward St to be upgraded after the moratorium ends
28	EUCLID AV	HOLLY ST	N/A	N/A	C2 directional	N/A											16										For the SWC, demo existing non compliant ramp and install a directional type C2 ramp per SDG-131. Restripe limit line.
29	EUCLID AV	ST RITA PL	A directional w/Spandrel	N/A	A directional w/Spandrel	N/A											20	22									For the NWC and SWC ramps, ensure curb ramps are directional (Ensure ramp openings are shifted away from apex of curb return and more along the St Rita side). Reinstall limit line and legend marking before curb opening.
					New curb ramp installation will be																						
30	EUCLID AV	TRINIDAD WY	N/A	N/A	done by Valencia Park Improv 1 (S)	N/A																79					
					B20127																						
31	OTAY MESA RD	CORPORATE CENTER DR	New curb ramp installation will be done by BDM	installation will be	installation will be	installation will be	:				25																Please refer to the striping plans for the location of the continental crosswalk. Install 75 feet long bus stop pad per MTS recommendation approx. 520 ft east of intersection of Otay Mesa Rd and corporate Center Dr.
			improvements.		improvements.	improvements.																					Reinstall approx. 70' of curb and gutter on Otay Mesa Rd in-front of the bus stop bench east of Corporate Center Dr.
32	OTAY MESA RD	INNOVATIVE DR	N/A	N/A	N/A	N/A																					Please refer to the striping plans for the location of the continental crosswalk.
																						ŀ					Please refer to the striping plans for the location of the continental crosswalk.
																											Install (1) 75 feet long bus stop pad per MTS recommendation approx. 160 ft east of Otay Mesa Rd and Heritage Rd. Install (1) 75 feet long bus stop pad per MTS recommendation approx. 440 ft east of Otay Mesa Rd
33	OTAY MESA RD	HERITAGE RD	A	Dual A	A	Dual A	4	2 2			50	7							1								and Heritage Rd Reinstall approx.65' of curb and gutter on Otay Mesa Rd in-front of the bus stop bench east of Heritage Rd.
																											Remove and reinstall Continental crosswalks to align at the intersection. Relocate PPB's as necessary to comply with MUTC and ADA standards.
34	OTAY MESA RD	PACIFIC RIM CT	N/A	N/A	N/A	A w/Spandrel						1															Please refer to the striping plans for the location of the continental crosswalk.
			,	,	.,	,,,,									3,480							215					7.0
																											Please refer to the striping plans for the location of the continental crosswalk.
																											Install (1) 75 feet long bus stop pad per MTS recommendation approx. 170 west of intersection of Otay Mesa Rd and Cactus Rd. Install (1) 75 feet long bus stop pad per MTS recommendation approx. 200 east of intersection of
25	OTAV MESA DD	CACTUS DD	A with 6 inch wide	Dual A		Dual A	4	2 1			50 5	5											1	25			Otay Mesa Rd and Cactus Rd. Reinstall approx. 35' of curb and gutter on Otay Mesa Rd in-front of the bus stop bench west of
35	OTAY MESA RD	CACTUS RD	retaining curb	Dual A	A	Dual A	4	2 1			50 5												1	25			Cactus Rd. At the NWC, install new concrete sidewalk panels, curb & gutter and connect to existing concrete sidewalk and existing curb & gutter.
																											Cut back approx. 5 ft of median at the East leg of Otay Mesa Rd and Cactus Rd intersection. Remove portion of the raised median at the east leg if it is encroaching into the ped crossing.
																											Remove and reinstall Continental crosswalks to align at the intersection. Relocate PPB's as necessary to comply with MUTC and ADA standards.
																											Please refer to the striping plans for the location of the continental crosswalk.
36	OTAY MESA RD	CONTINENTAL ST	N/A	N/A	N/A	N/A		2			5																Cut back approx. 5 ft of median at the East leg of Otay Mesa Rd and Continental St intersection. Remove approx. 4 ft of the raised median at the east leg as it is encroaching into the ped crossing.
37	SMYTHE AV	VIA DE LA MELODIA	Crossing not recommended by	N/A	Crossing not recommended by	N/A		4														10					Replace approx. 10 ft of curb and gutter located at 26 ft south of NE PCR of Smythe and Via De La
3/			TEO, N/A	N/A	TEO, N/A	N/M																10					xepiace approx. 10 if or curb and gutter located at 26 π south of NE PLR of Smythe and Via De La Melodia intersection. Please refer to the striping plans for the location of the continental crosswalk.
38	SMYTHE AV	SMYTHE AV/ Las Lomas- Mobile Home Park Entrance	Crossing not recommended by TEO, N/A	N/A	N/A	C2		3					1									22	35				For the SEC, demo existing non-compliant ramp (replace with sidewalk, curb and gutter). Install new directional C2 ramp at the apex to serve the NE ramp.
	1	_mane	7.EG, N/A						1								L			1							Install ped barricade.

Asphalt Overlay 2202 (SS) Phase I K-24-2199-DBB-3

Estimated Concrete Construction Quantities

				Curb Ramp As	sessment (Type)						B	Replace GV																
Item	Street Name	Cross Street 1	NW	NE	sw	SE	PPB &Post (EA) PPB (EA)	Ped Barricade (EA)	Adjust Water Meter (EA)		Removal and				Continental Crosswalk (SF)	Continental Crosswalk-yellow (SF)	Relocate Limit Line (LF)	Relocate gend Marking (SF)	Monument (EA) Histor Stamp	e Curb Repl (LF) Curb&Gu	lace Sidev rtter (LF) Replac	walk Panel icement (SF)	Panel (SF)	P) Driveway Replacement (Si	Alley Apron (SF)	Cross Gutter Replacement (SF	Concrete Panel Replacement (SF)	Task Comments
39	SMYTHE AV	AVNDA DE LA MADRID	C2 with (8' wide) w/Spandrel	C2 with (8' wide) w/Spandrel	N/A (Outside the Scope)	N/A (Outside the Scope)	3 1						1			260												Please refer to the striping plans for the location of the continental crosswalk.
40	BEATRICE ST	DISSINGER AV	N/A (Outside the Scope)	N/A (Outside the Scope)	Compliant -N/A	Compliant -N/A																						
41	BEATRICE ST	BEATRICE CT	C2 (8' wide) w/Spandrel	C2	C2 (8' wide) w/Spandrel	C2			1					1					5							1000		Replace existing cross gutter. For the northeast ramp, ensure 4 ft min separation from the driveway.
42	PARADISE VALLEY RD	S WOODMAN ST	N/A (Outside the Scope)	N/A (Outside the Scope)	N/A (Outside the Scope)	N/A (Outside the Scope)									904													Please refer to the striping plans for the location of the continental crosswalk.
43	PARADISE VALLEY RD	WOODMAN VLG Driveway	N/A	C1	1 DWT for driveway	C1 - Add additiona DWT for driveway		2		25			2		320		44	5	1					350				Please refer to the striping plans for the location of the continental crosswalk. Install 75 feet long bus stop pad per MTS recommendation approx. 155 ft east of intersection of Paradise Valley Rd and 5 Woodman St. For the South side, remove and reinstall existing driveway with two DWT adjacent to both sides of the driveway per SDG-193. For the NW side, remove the non compliant ped barricade and install a new ped barricade per SDG-141 shifted West of traffic signal pole to ensure clearance in front of signal pole. For SEC, Install new C1 ramp on SEC with retaining curb jogging around and abutting up against existing utility boxes as necessary to provide 36" minimum shy distance from signal pole.
44	PARADISE VALLEY RD	ZEST ST	N/A	N/A	А	Compliant -N/A						1																

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APPENDIX L

ESTIMATED TREE CONSTRUCTION QUANTITIES

					Estimated Tree	Construct	ion Quantities				
Item	SAP ID	Street Name	Cross Street 1	Cross Street 2	Street Classification	Council District	Approx Address of Tree Root Assessment	TREE IAMFLOC	Tree Species	Tree Root Pruning and Trimming (EA)	Tree Removal (EA)
1	SS-029307-PV1	S 27TH ST	NEWTON AV	BOSTON AV	RES RESIDENTIAL LOCAL STREET	8	1127 S 27th St- At the SE corner of 27th st and Alley	Not Available	Palm Tree	N/A	1
2	SS-023965-PV1	SAMPSON ST	HARRISON AV	IRVING AV	CL 2 LANE SUB-COLLECTOR	8	2204 Irving Ave- Tree root pruning at the NE corner of Sampson St and Irving Ave	Not Available / Private Tree	Not Available / Private Tree	1	N/A
3	SS-029604-PV1	EUCLID AV	HOLLY ST	ST RITA PL	CL 4 LN COLLECTOR WITH 1 WY LEFT TURN LN	4	241 S Euclid Ave	TR-RW-0036757	Red Ironbark	1	N/A
4	SS-020763-PV1	OTAY MESA RD	HERITAGE RD	PACIFIC RIM CT	CL 4 LN COLLECTOR WITH 2 WY LEFT TURN LN	8	1625 Heritage Rd - Approximately 130 ft east of Otay Mesa Rd and Heritage Rd intersection (by the bus stop)	TR-RW-0196161	Floss Silk	1	N/A

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APPENDIX M

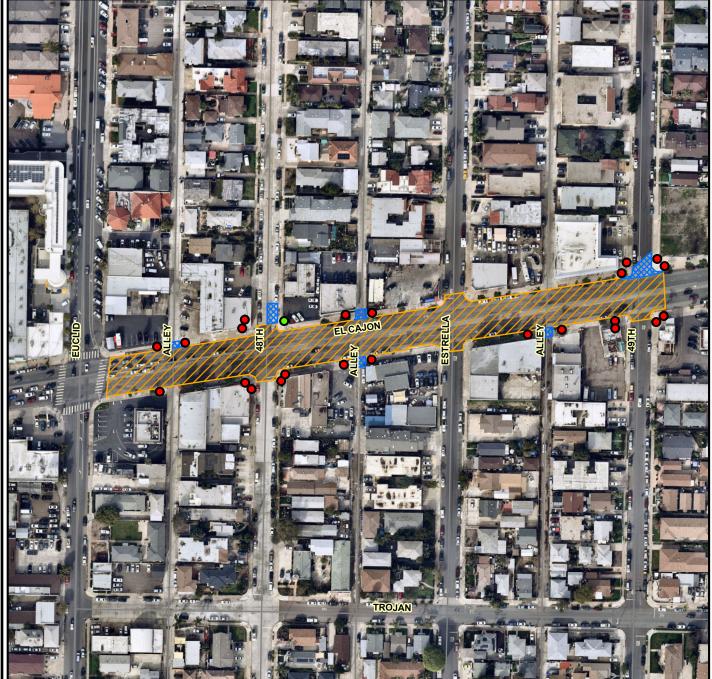
APPROXIMATE PAVING LIMITS MAP BOOK



Page 1 of 9

SENIOR ENGINEER ZACH BARHOUMI 619-533-5114 PROJECT MANAGER AVEEN SALEH 619-533-4641 PROJECT ENGINEER JWAN MUFTI 619-533-3163 FOR QUESTIONS ABOUT THIS PROJECT Call: (619) 533-4207

Email: engineering@sandiego.gov



Legend

Approximate Asphalt Paving Limits

Approximate Concrete Paving Limits

Curb Ramps

Curb Ramps - Wide Opening

SanGIS

W S

COMMUNITY NAME: MID-CITY:CITY HEIGHTS

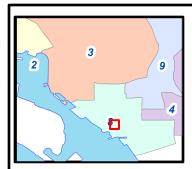
Date: 6/16/2023



COUNCIL DISTRICT: 9

K-24-2199-DBB-3

WBS NO: B23019





<u> Asphalt Overlay 2202 (SS) - Phase I</u>

Page 2 of 9

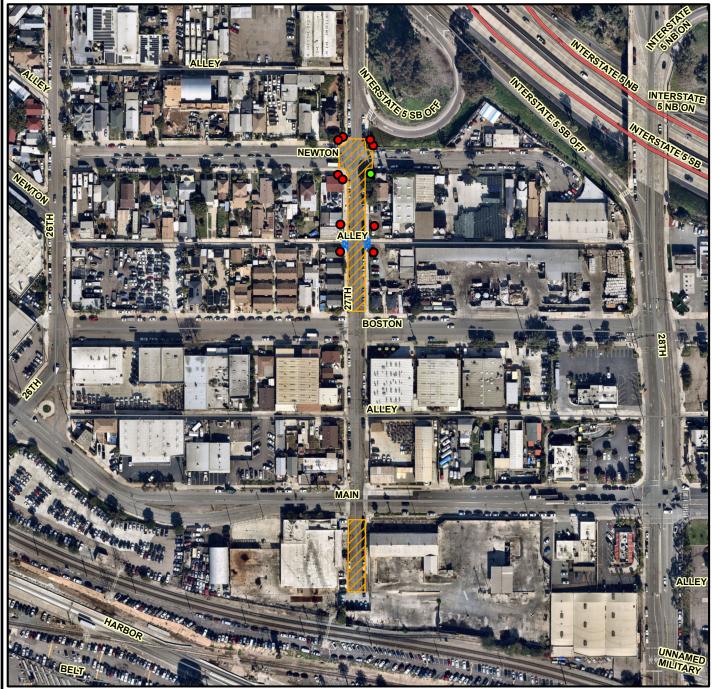
SENIOR ENGINEER ZACH BARHOUMI 619-533-5114

PROJECT MANAGER AVEEN SALEH 619-533-4641

PROJECT ENGINEER JWAN MUFTI 619-533-3163

FOR QUESTIONS ABOUT THIS PROJECT Call: (619) 533-4207

Email: engineering@sandiego.gov



Legend



Approximate Asphalt Paving Limits



Approximate Asphalt Paving Limits

Curb Ramps

Curb Ramps - Wide Opening



COMMUNITY NAME: BARRIO LOGAN

Date: 6/16/2023

COUNCIL DISTRICT: 8

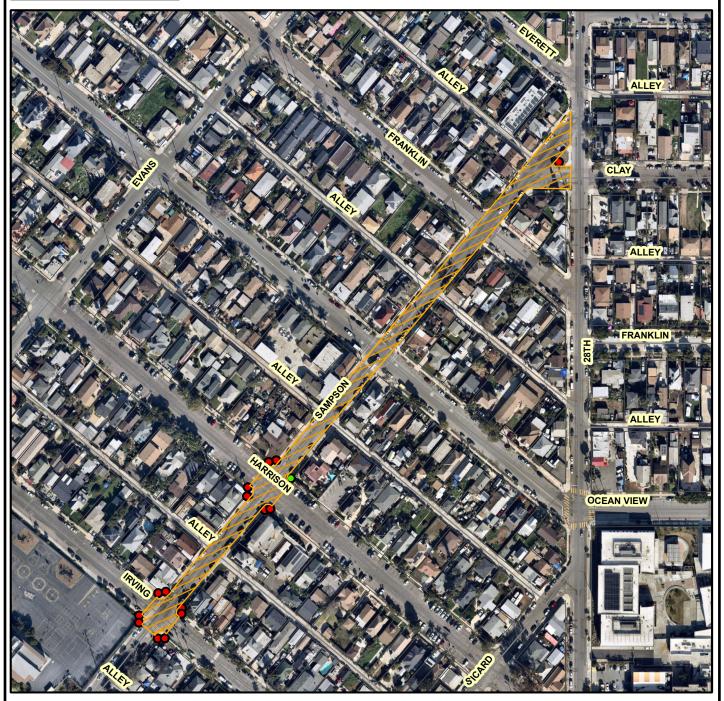
SanGIS



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Email: engineering@sandiego.gov



Legend

Approximate Asphalt Paving Limits

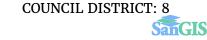
Approximate Concrete Paving Limits

COMMUNITY NAME: SOUTHEASTERN SAN DIEGO

- Curb Ramps
- Curb Ramps Wide Opening

WBS NO: B23019

Date: 6/16/2023





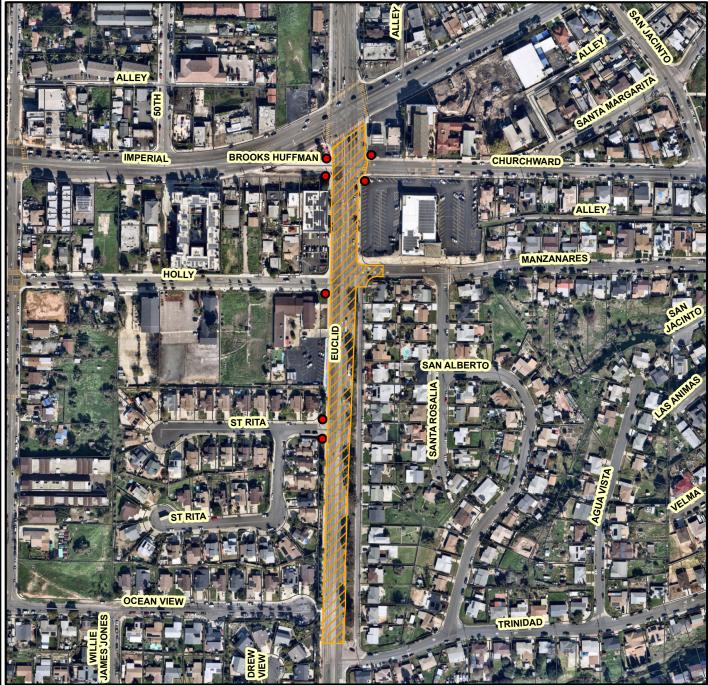


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SENIOR ENGINEER ZACH BARHOUMI 619-533-5114 PROJECT MANAGER AVEEN SALEH 619-533-4641 PROJECT ENGINEER JWAN MUFTI 619-533-3163 FOR QUESTIONS ABOUT THIS PROJECT

Call: (619) 533-4207

Email: engineering@sandiego.gov



Legend

Approximate Asphalt Paving Limits

Approximate Concrete Paving Limits

Curb Ramps

Curb Ramps - Wide Opening

W S

COMMUNITY NAME: ENCANTO NEIGHBORHOODS Date: 6/16/2023

COUNCIL DISTRICT: 4

SanGIS

WBS NO: B23019

Asphalt Overlay 2202 (SS) Phase I

K-24-2199-DBB-3



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SENIOR ENGINEER ZACH BARHOUMI 619-533-5114 PROJECT MANAGER AVEEN SALEH 619-533-4641 PROJECT ENGINEER JWAN MUFTI 619-533-3163 FOR QUESTIONS ABOUT THIS PROJECT Call: (619) 533-4207

Email: engineering@sandiego.gov



Legend



Approximate Asphalt Paving Limits



Approximate Concrete Paving Limits

- Curb Ramps
- Curb Ramps Wide Opening

SanGIS



COMMUNITY NAME: ENCANTO NEIGHBORHOODS

Date: 6/16/2023



COUNCIL DISTRICT: 4

K-24-2199-DBB-3

WBS NO: B23019

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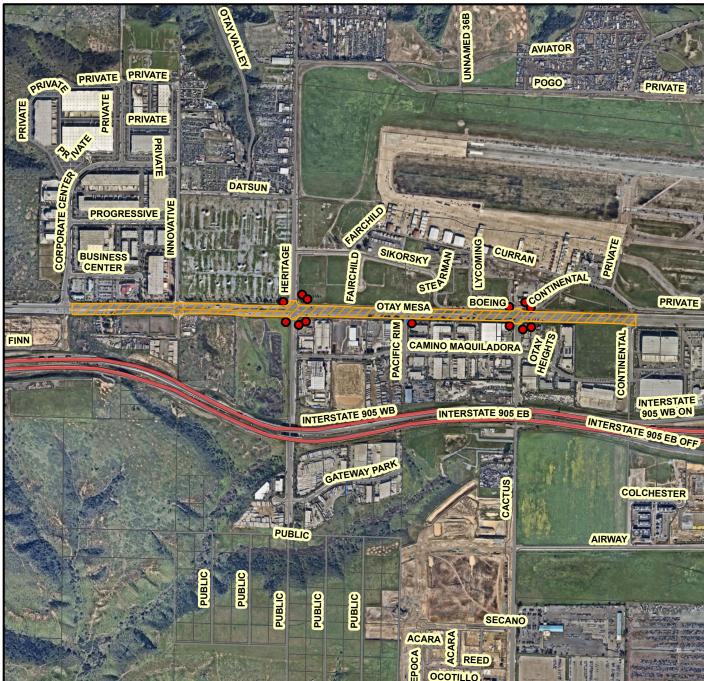




Page 6 of 9

SENIOR ENGINEER ZACH BARHOUMI 619-533-5114 PROJECT MANAGER AVEEN SALEH 619-533-4641 PROJECT ENGINEER BAREAZ PIROMARI 619-533-5474 FOR QUESTIONS ABOUT THIS PROJECT Call: (619) 533-4207

Email: engineering@sandiego.gov



Legend

Approximate Asphalt Paving Limits

Approximate Concrete Paving Limits

- Curb Ramps
- Curb Ramps Wide Opening

W S

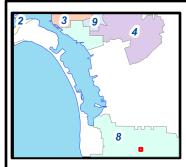
WBS NO: B23019

COMMUNITY NAME: OTAY MESA Date: 6/16/2023

Asphalt Overlay 2202 (SS) Phase I

COUNCIL DISTRICT: 8

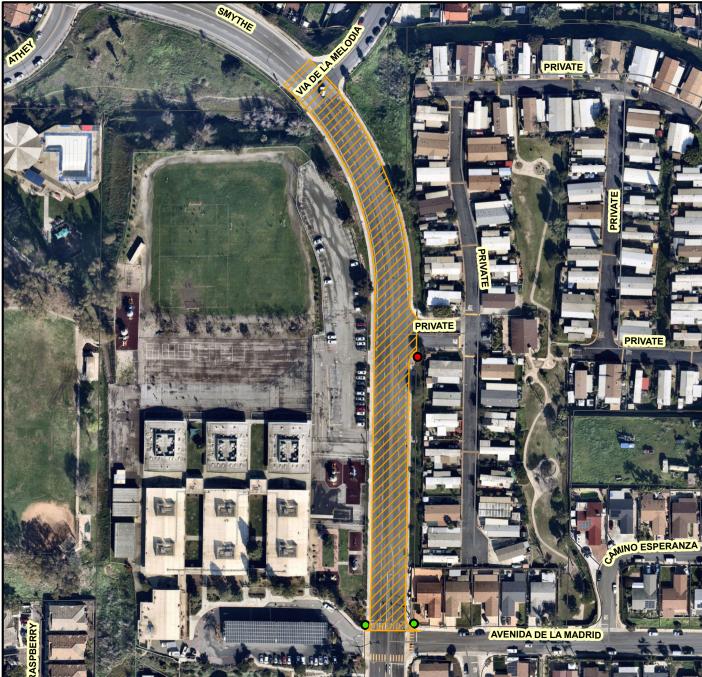
SanGIS



Page 7 of 9

SENIOR ENGINEER ZACH BARHOUMI 619-533-5114 PROJECT MANAGER AVEEN SALEH 619-533-4641 PROJECT ENGINEER BAREAZ PIROMARI 619-533-5474 FOR QUESTIONS ABOUT THIS PROJECT Call: (619) 533-4207

Email: engineering@sandiego.gov



Legend

Approximate Asphalt Paving Limits

Approximate Concrete Paving Limits

- Curb Ramps
- Curb Ramps Wide Opening

W SE

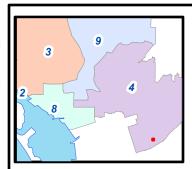
COMMUNITY NAME: SAN YSIDRO

Date: 6/16/2023

Asphalt Overlay 2202 (SS) Phase I

COUNCIL DISTRICT: 8

SanGIS





Page 8 of 9

SENIOR ENGINEER ZACH BARHOUMI 619-533-5114

PROJECT MANAGER AVEEN SALEH 619-533-4641

PROJECT ENGINEER BAREAZ PIROMARI 619-533-5474

FOR QUESTIONS ABOUT THIS PROJECT

Call: (619) 533-4207 Email: engineering@sandiego.gov



Legend

Approximate Asphalt Paving Limits

Curb Ramps

Approximate Concrete Paving Limits

Curb Ramps - Wide Opening

COMMUNITY NAME: SKYLINE-PARADISE HILLS

COUNCIL DISTRICT: 4 SanGIS WBS NO: B23019

Date: 6/16/2023



Page 9 of 9

SENIOR ENGINEER ZACH BARHOUMI 619-533-5114 PROJECT MANAGER AVEEN SALEH 619-533-4641 PROJECT ENGINEER BAREAZ PIROMARI 619-533-5474 FOR QUESTIONS ABOUT THIS PROJECT Call: (619) 533-4207

Email: engineering@sandiego.gov



Legend

Approximate Asphalt Paving Limits

Approximate Concrete Paving Limits

Curb Ramps

K-24-2199-DBB-3

Curb Ramps - Wide Opening

W S

COMMUNITY NAME: SKYLINE-PARADISE HILLS

Date: 6/16/2023

Asphalt Overlay 2202 (SS) Phase I

COUNCIL DISTRICT: 4

SanGIS

WBS NO: B23019

APPENDIX N

CONTRACTOR'S NOTES

CONTRACTOR'S NOTES

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

11. CONSTRUCTION STORM WATER PROTECTION NOTES:

a. TOTAL SITE DISTURBANCE AREA: <u>1.26 ACRES</u>

HYDROLOGIC UNIT/ WATERSHED: SEE TABLE BELOW

HYDROLOGIC SUB-AREA NAME & NO: SEE TABLE BELOW

STREET NAME	HYDROLOGIC UNIT/ WATERSHED	HYDROLOGIC SUB-AREA
		NAME & NO.
EL CAJON BLVD	PUEBLO SAN DIEGO/ SAN DIEGO BAY	CHOLLAS, 908.22
27 [™] ST	PUEBLO SAN DIEGO/ SAN DIEGO BAY	CHOLLAS, 908.22
SAMPSON ST	PUEBLO SAN DIEGO/ SAN DIEGO BAY	CHOLLAS, 908.22
EUCLID AVE	PUEBLO SAN DIEGO/ SAN DIEGO BAY	CHOLLAS, 908.22
DIVISION ST	PUEBLO SAN DIEGO/ SAN DIEGO BAY	EL TOYAN, 908.31
OTAY MESA RD	TIJUANA/ TIJUANA RIVER-FRONTAL	WATER TANKS, 911.12
	PACIFIC OCEAN	
	OTAY/ SAN DIEGO BAY	OTAY VALLEY , 910.2
SMYTHE AVE	TIJUANA/ TIJUANA RIVER-FRONTAL	SAN YSIDRO, 911.11
	PACIFIC OCEAN	
BEATRICE ST	SWEETWATER/ LOWER SWEETWATER	LA NACION, 909.12
	RIVER	
PARADISE	PUEBLO SAN DIEGO/ SAN DIEGO BAY	PARADISE, 908.32
VALLEY RD		

b.	THE CONTRACTOR SHALL COMPLY WITH THE REQUIREMENTS OF THE
	☐ MINOR WPCP
	THE PROJECT IS SUBJECT TO MUNICIPAL STORM WATER PERMIT NO. R9-2013-0001 AS AMENDED BY R9-2015-0001 AND R9-2015-0100
	⊠ WPCP
	THE PROJECT IS SUBJECT TO MUNICIPAL STORM WATER PERMIT NO. R9-2013-000I AS AMENDED BY R9-2015-000I AND R9-2015-0100

		SWPPP			
		PERMIT NO. R9-201: AND CONSTRUCTIO	3-0001 AS AMEN N GENERAL PER	IPAL STORM SEWER NDED BY R9-2015-00 RMIT (CGP) ORDER 20 VQ AND 2012-0006-1	01 AND R9-2015-0100 009-0009-DWQ AS
		TRADITIONAL: RISK LUP: RISK TYPE 1	_	8□	
	C	c. CONSTRUCTION SITI	E PRIORITY		
		☐ ASBS [HIGH	MEDIUM	⊠LOW
12. F	PEI	RMANENT STORM WAT	ER BMP CATEGO	ORY:	
		PRIORITY DEVELOPM	ENT PROJECT		
		STANDARD DEVELOP	MENT PROJECT		
		PDP EXEMPT			
		$\!$	RMANENT STORI	M WATER REQUIRME	NTS
13. (GΕ	ENERAL CURB RAMP NO	TES:		
ć	Э.	THE DETECTABLE WAR	RNING TILES SHA	ALL BE PER THE CITY	S APPROVED
k	Ο.	CONTRACTOR MAY US			
(Ξ.	THE DESIGN OF THE CON THE STREET.	URB RAMP SHA	LL NOT AFFECT THE	DRAINAGE PATTERN

d. CONTRACTOR SHALL REPLACE LIFTED, DAMAGED, OR MISSING SIDEWALK PANELS WITHIN THE ENTIRE CURB RETURN AND ALONG THE IMMEDIATE

SIDEWALK AREAS LEADING TO THE CURB RETURN.

- e. COUNTER SLOPES (CURB RAMP SLOPES PLUS STREET SLOPE) WHEN ADDED CANNOT EXCEED 13% WITH THE EXCEPTION OF A TYPE C2 AND CI. ADJUST THE SLOPE OF THE MAIN RAMP AND/OR STREET IF THE COUNTER SLOPE EXCEEDS 5.0%.
- f. PROTECT AND KEEP ALL HISTORIC STAMPS WITHIN CORNER SIDEWALKS.
- g. CONTRACTOR TO MATCH THE CONCRETE COLOR OF THE EXISTING SIDEWALK.
- h. ADJUST LIMIT LINES AND LEGEND MARKING SO THAT THEY ARE PLACED BEFORE EACH CURB RAMP. RESTRIPE USING 12" WIDE WHITE THERMOPLASTIC STRIPING.
- i. PROVIDE A MINIMUM 4' TRANSITION BETWEEN THE CURB RAMP AND ADJACENT SIDEWALK IF THE CROSS SLOPE OF THE SIDEWALK ADJACENT TO THE CURB RAMP IS MORE THAN 2%.
- j. RETAINING CURB SHALL BE PROVIDED BEHIND THE ENTIRE CURB RETURN IF THE ADJACENT GRADE BEHIND THE SIDEWALK IS HIGHER OR LOWER THAN THE SIDEWALK/CURB RAMP SURFACE. IF HIGHER, THE HEIGHT OF THE CURB SHALL BE 2" HIGHER THAN THE ADJACENT FINISHED GRADE.
- k. THE EXISTING CONCRETE SPANDREL OF A CROSS GUTTER SHALL BE REMOVED AND REPLACED IN ITS ENTIRETY WITH CURB RAMP INSTALLATION.
- I. THE EXISTING CONCRETE ALLEY APRON SHALL BE REMOVED AND REPLACED IN ITS ENTIRETY WITH THE CURB RAMP INSTALLATION.
- m. CONTRACTOR SHALL REPLACE ALL OLD OR BROKEN UTILITY BOXES WITHIN LIMITS OF CONSTRUCTION.

14. TRAFFIC CONTROL NOTES:

THE CONTRACTOR SHALL, PER SECTION 601-2 OF THE WHITEBOOK, PREPARE TRAFFIC CONTROL WORKING DRAWINGS AND SUBMIT THEM TO THE RESIDENT ENGINEER, WHO WILL THEN ROUTE THEM TO THE PUBLIC WORKS TRAFFIC CONTROL SECTION FOR REVIEW AND APPROVAL. THE CONTRACTOR SHALL ALLOW A MINIMUM OF TWENTY (20) WORKING DAYS FOR REVIEW OF THE WORKING DRAWINGS. UPON APPROVAL OF THE TRAFFIC CONTROL WORKING DRAWINGS, THE PUBLIC WORKS TRAFFIC CONTROL SECTION WILL ISSUE A TRAFFIC CONTROL PLAN (TCP) PERMIT. WORK SHALL NOT BEGIN IN THE PUBLIC RIGHT OF WAY WITHOUT THE TCP PERMIT.

APPENDIX O

PAVEMENT CORE SAMPLE RESULTS FOR SELECT STREETS

CITY OF SAN DIEGO MEMORANDUM

DATE: May 3, 2023

TO: Aveen Saleh, Associate Engineer, Transportation & Utilities Engineering

Division (TUE)

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

SUBJECT: Request for Pavement Coring, Asphalt Resurfacing 2202 (B-23019)

Per your Memo requesting coring of the existing street pavement to determine the type and thickness of the pavement for the subject project dated March 8, 2023. Our results are as follow:

Core #	LOCATION	AC	PCC	PAVEMENT FABRIC DEPTH	Base Depth/Type	SE	R-Value
1	S 27th St approx 140ft S/O Newton Ave	5"		2"	4" Class 2 Base	13	31
2	1345 S 27th St	1"	6"			11	30
3	Beatrice St approx 55ft N/O Beatrice Ct	4"			6" Class 2 Base	11	21
4	5502 Division St	5"			5" Class 2 Base	5	Less Than 5
5	5955 Division St	4"			5" Class 2 Base	16	41
6	El Cajon Blvd approx 100ft E/O Euclid Ave	14"				12	Less Than 5
7	4775 El Cajon Blvd	14"				15	Less Than 5
8	4825a El Cajon Blvd	14"				12	Less Than 5
9	4875 El Cajon Blvd	14"				10	Less Than 5

Core #	LOCATION	AC	PCC	PAVEMENT FABRIC DEPTH	Base Depth/Type	SE	R-Value
10	Euclid Ave approx 85ft S/O Churchward St	11"			No Base	6	Less Than 5
11	Intersection of Euclid Ave and Holly St	2"	7"	2"	No Base	7	Less Than 5
12	Intersection of Euclid Ave and St Rita Pl	6 ½"	8 ½"	2"	No Base	12	9
13	Euclid Ave approx 360ft S/O St Rita Pl	13"			No Base	10	9
14	Euclid Ave approx 70ft N/O Trinidad Wy	9"	8"		No Base	17	58
15	5120 Hilltop Dr	2 1/2"			6" Class 2 Base	15	44
16	Intersection of Navajo Rd and Camino Estrellado	5"			6" Class 2 Base	11	13
17	Navajo Rd approx 95ft E/O Camino Estrellado	5"		1"	7" Class 2 Base	13	11
18	Navajo Rd approx 800ft E/O Camino Estrellado	8"			8" Class 2 Base	13	14
19	Navajo Rd approx 1600ft E/O Camino Estrellado	8"			8" Class 2 Base	11	25
20	Navajo Rd approx 2400ft E/O Camino Estrellado	8"			8" Class 2 Base	14	38
21	Navajo Rd approx 3200ft E/O Camino Estrellado	8"			8" Class 2 Base	12	32
22	Navajo Rd approx 4000ft E/O Camino Estrellado	8"			8" Class 2 Base	14	28
23	Navajo Rd approx 100ft W/O Park Ridge Blvd	8"			8" Class 2 Base	15	34
24	Otay Mesa Rd approx 480ft E/O Corporate Center Dr	6"			25" Class 2 Base	9	Less than 5
25	Otay Mesa Rd approx 300ft W/O Innovative Dr	6"			30" Class 2 Base	7	Less than 5

Core #	LOCATION	AC	PCC	PAVEMENT FABRIC DEPTH	Base Depth/Type	SE	R-Value
26	Otay Mesa Rd approx 300ft E/O Innovative Dr	5 ½"			30" Class 2 Base	9	Less than 5
27	Otay Mesa Rd approx 300ft W/O Heritage Rd	6"			30" Class 2 Base	13	Less Than 5
28	Otay Mesa Rd approx 400ft E/O Heritage Rd	6"			30" Class 2 Base	6	Less Than 5
29	Otay Mesa Rd approx 300ft W/O Pacific Rim Ct	8"			25" Class 2 Base	4	Less Than 5
30	Otay Mesa Rd approx 200ft E/O Pacific Rim Ct	8"			25" Class 2 Base	6	Less Than 5
31	Otay Mesa Rd approx 150ft W/O Cactus Rd	7"			25" Class 2 Base	7	Less Than 5
32	Otay Mesa Rd approx 150ft E/O Cactus Rd	8 ½"			30" plus CTB could not reach native soil		
33	Otay Mesa Rd approx 200ft W/O Continental Rd	7"			33" Class 2 Base	12	Less Than 5
34	Paradise Valley Rd approx 140ft E/O Woodman St	5"			7" Class 2 Base	14	31
35	6985 Paradise Valley Rd	6"			6" Class 2 Base	14	17
36	Paradise Valley Rd approx 200ft W/O Zest St	5"			12" Class 2 Base	26	34
37	Sampson St approx 75ft N/O Irving Ave	3"	5"		No Base	9	12
38	Sampson St approx 150ft N/O Harrison Ave	3"	5"		No Base	10	14
39	Sampson St approx 100ft N/O Ocean View Blvd	3"	6"		No Base	16	46
40	Sampson St approx 75ft N/O Franklin Ave	3"	6"		No Base	19	49
41	Smythe Ave approx 200ft S/O Via De La Melodia	5"		1"	7" Class 2 Base	10	Less Than 5

Core #	LOCATION	AC	PCC	PAVEMENT FABRIC DEPTH	Base Depth/Type	SE	R-Value
42	Smythe Ave approx 200ft N/O Avenida De La Madrid	7"		1 3/4"	10" Class 2 Base	13	Less Than 5
43	231 Euclid Ave	6"		1 ½"	6" Class 2 Base	10	N/A
44	403 Euclid Ave	6 ½"		1 ½"	6" Class 2 Base	12	Less Than 5

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

Randy Encinas

Cc: File

Ryan Greek

APPENDIX P

STREET SWEEPING SCHEDULE

		Street Sw	veeping Schedule		
Segment ID	Street Name	Cross Street 1	Cross Street 2	Council District	Street Sweep Schedule
SS-010027-PV1	EL CAJON BL	ESTRELLA AV	49TH ST	9	Posted. Monday, Thursday (2am - 6am)
SS-010028-PV1	EL CAJON BL	48TH ST	ESTRELLA AV	9	Posted. Monday, Thursday (2am - 6am)
SS-010029-PV1	EL CAJON BL	EUCLID AV	48TH ST	9	Posted. Monday, Thursday (2am - 6am)
SS-029305-PV1	S 27TH ST	MAIN ST	END	8	Not Posted. Both Sides Tuesday
SS-029307-PV1	S 27TH ST	NEWTON AV	BOSTON AV	8	Not Posted. Both Sides Tuesday
SS-007351	CLAY AV	S 28TH ST	SAMPSON ST	8	Not posted. Both Sides 2nd Friday
SS-023962	SAMPSON ST	S 28TH ST	CLAY AV	8	Not posted. Both Sides 2nd Friday
SS-023961-PV1	SAMPSON ST	CLAY AV	FRANKLIN AV	8	Not posted. Both Sides 2nd Friday
SS-023963-PV2	SAMPSON ST	FRANKLIN AV	OCEAN VIEW BL	8	Not posted. Both Sides 2nd Friday
SS-023964-PV1	SAMPSON ST	OCEAN VIEW BL	HARRISON AV	8	Not posted. Both Sides 2nd Friday
SS-023965-PV1	SAMPSON ST	HARRISON AV	IRVING AV	8	Not posted. Both Sides 2nd Friday
SS-010578-PV1	EUCLID AV	CHURCHWARD ST	IMPERIAL AV	4	Not Posted. Both Sides Monday
SS-029603-PV1	EUCLID AV	CHURCHWARD ST	HOLLY ST	4	Not Posted. Both Sides Monday
SS-029604-PV1	EUCLID AV	HOLLY ST	ST RITA PL	4	Not Posted. Both Sides Monday
SS-029615-PV1	EUCLID AV	ST RITA PL	TRINIDAD WY	4	Not Posted. Both Sides Monday
SS-009257-PV1	DIVISION ST	Approx. 150LF from the West PCR of Honeysuckle to the East PCR	East PCR of HONEYSUCKLE LN	4	Not Posted. Both Sides 1st Monday.
SS-009264-PV1	DIVISION ST	BRYANVIEW CR	PARADISE RD	4	Not Posted. Both Sides 1st Monday.
SS-009265-PV1	DIVISION ST	LORENZ AV	BRYANVIEW CR	4	Not Posted.
SS-009267-PV1	DIVISION ST	CITY BOUNDARY	LORENZ AV	4	Not Posted.
SS-020763-PV1	OTAY MESA RD	HERITAGE RD	PACIFIC RIM CT	8	Not Posted.
SS-020764-PV1	OTAY MESA RD	PACIFIC RIM CT	CACTUS RD	8	Not Posted.
SS-020765-PV1	OTAY MESA RD	CACTUS RD	CONTINENTAL ST	8	Not Posted.
SS-030746-PV1	OTAY MESA RD	CORPORATE CENTER DR	INNOVATIVE DR	8	Not Posted.
SS-031670-PV1	OTAY MESA RD	INNOVATIVE DR	HERITAGE RD	8	Not Posted.
SS-025121-PV1	SMYTHE AV	VIA DE LA MELODIA	AVNDA DE LA MADRID	8	Not Posted. Both Sides Thursday.
SS-003819-PV1	BEATRICE ST	DISSINGER AV	BEATRICE CT	4	Not Posted. Both Sides 2nd Wednesday.
SS-021164-PV1	PARADISE VALLEY RD	S WOODMAN ST	ZEST ST	4	Not Posted. Both Sides Wednesday.

APPENDIX Q

TECHNICAL SPECIFICATIONS

ARAMID FIBER REINFORCEMENT FOR HMA

Description.

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

Definitions.

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

Materials.

Meet the following Aramid and Treatment material properties.

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

<u>Treatment Properties</u>	<u>Measure</u>
Treatment Type	Sasobit® Wax (48-50% by weight), or approved equal. Treatment and Treatment to Fiber ratio subject to approval by Engineer.
Treatment Melting Temperature	> 175 (°F), treatment subject to approval by Engineer.

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

Submittals.

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

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

Job Mix Formula.

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

Storage Requirements.

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

Dosage & Mixing Requirements.

The aramid dosage rate is 2.1 ounces (+/- 5%) per ton of HMA. This does not include the treatment weight. For uniform disbursement, treated aramid shall be metered and continuously fed in a constant stream-like manner. It shall be mixed with the heated aggregates before injection of the liquid asphalt during the asphalt mixing process at the Batch or Continuous Drum Plant per below.

1. Batch Plant

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

2. Continuous Drum Plant

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

Inspection.

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

Fiber Reinforced HMA Placement.

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

Acceptance.

Acceptance of the reinforced HMA will include the following factors:

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

MEASUREMENT AND PAYMENT

The contract unit price for "Asphalt Concrete with Aramid Fiber" shall include full compensation for furnishing all material, labor, tools, equipment, QA/QC mixing and reporting, and incidentals for doing all the work involved in metering and feeding the treated aramid fiber, and placement and compaction of the Fiber Reinforced HMA.

APPENDIX R

STRIPING MODIFICATIONS

Please see link below:

https://drive.google.com/file/d/1PTqoLu5GUZezGsr6nO5XO3jW2fSQGeyy/view?usp=sharing

ATTACHMENT F

RESERVED

ATTACHMENT G

CONTRACT AGREEMENT

ATTACHMENT G

CONTRACT AGREEMENT

CONSTRUCTION CONTRACT

This contract is made and entered into between THE CITY OF SAN DIEGO, a municipal corporation, herein called "City", and <u>Hazard Construction ENGR LLC</u>, herein called "Contractor" for construction of **ASPHALT OVERLAY 2202 PHASE I**; Bid No. **K-23-2199-DBB-3**; in the total amount of <u>Seven Million Three Hundred Seventy Two Thousand Nine Hundred Twenty Seven Dollars and Seventy Five Cents (\$7,372,927.75).</u>

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 **ASPHALT OVERLAY 2202 PHASE I** on file in the Purchasing & Contracting Department as Document No. **B-23019**, 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 **ASPHALT OVERLAY 2202 PHASE 1**, Bid Number **K-23-2199-DBB-3**, San Diego, California.
- 3. For such performances, the City shall pay to Contractor the amounts set forth at the times and in the manner and with such additions or deductions as are provided for in this contract, and the Contractor shall accept such payment in full satisfaction of all claims incident to such performances.
- 4. No claim or suit whatsoever shall be made or brought by Contractor against any officer, agent, or employee of the City for or on account of anything done or omitted to be done in connection with this contract, nor shall any such officer, agent, or employee be liable hereunder.
- 5. This contract is effective as of the date that the Mayor or designee signs the agreement and is approved by the City Attorney in accordance with San Diego Charter Section 40.

CONTRACT AGREEMENT (continued)

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

THE CITY OF SAN DIEGO	APPROVED AS TO FORM
By Bense Daningo	Mara W. Elliott, City Attorney By
Print Name: Berric Doringo Deputy Director Purchasing & Contracting Department	Print Name: Print Name: Deputy City Attorney
Date: 10/13/2023 CONTRACTOR By JASON A. MORDHORST, PRESIDENT Print Name:	Date: 10/13/2023
Title:	
Date: 9 13 23	
City of San Diego License No.: B2021008	375
State Contractor's License No. 1039999	A 1031

DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) REGISTRATION NUMBER: 100057559

CERTIFICATIONS AND FORMS

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

DRUG-FREE WORKPLACE

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

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

AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE CERTIFICATION

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

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

CONTRACTOR STANDARDS - PLEDGE OF COMPLIANCE

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

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

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.

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.

PRODUCT ENDORSEMENT

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

AFFIDAVIT OF DISPOSAL

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

WHEREAS, on the	DAY OF		, 2	the undersigned
entered into and exec	cuted a contract with the City	of San Diego, a municip	al corporation,	for:
	Δςρησι τ ον	/ERLAY 2202 (SS) PHASE	ı	
		Project Title)	•	
and WHEREAS , the sp and surplus material	bed in said contract and ide pecification of said contract s resulting from this projec on completed and all surplu	requires the Contractor t have been disposed o	to affirm that "a	all brush, trash, debris,
terms of said contract	n consideration of the final p t, the undersigned Contracto en disposed of at the followi	or, does hereby affirm tha		
and that they have be	en disposed of according to	all applicable laws and r	egulations.	
Dated this	DAY OF		·	
Ву:				
By:Contr	ractor			
ATTEST:				
State of	County of			
	DAY OF, 2 y commissioned and sworn,			
known to me to be th	e ribed thereto, and acknowle	Contractor n	amed in the fo	oregoing Release, and
Notary Public in and f	or said County and State			

COMPANY LETTERHEAD

CERTIFICATE OF COMPLIANCE

Materials and Workmanship Compliance For Contract or Task_____ I certify that the material listed below complies with the materials and workmanship requirements of the Caltrans Contract Plans, Special Provisions, Standard Specifications, and Standard Plans for the

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 р

M

contract listed above.

erformed the necessary quality control to substantiate this certification.
Material Description:
Manufacturer:
Model:
Serial Number (if applicable)
Quantity to be supplied:
Remarks:
Signed by:
Printed Name:
Title:
Company:
Date:

City of San Diego

Engineering & Capital Projects Department, CMFE Division

NOTICE OF MATERIALS TO BE USED

To:Resident Engine		te:	, 20
You are hereby notified that the for construction of			
in the City of San Diego, will be	obtained from sources here	in designated.	
CONTRACT ITEM NO. (Bid Item)	KIND OF MATERIAL (Category)	MATERIAL CA	DDRESS WHERE N BE INSPECTED Source)
It is requested that you arran	ge for a sampling testing	and inspection of th	ne materials prior to
delivery, in accordance with Sopracticable, and in accordance relieve the Contractor of full rerespects with the contract pla materials found to be undesiral	ection 4 – CONTROL OF MA with your policy. It is und esponsibility for incorporating one and specifications, nor co	ATERIALS of the WHI erstood that source g in the work, materi	TEBOOK, where it is inspection does not all that comply in all
Distribution: Supplier			
Signature of Suppli	 er	Address	

LIST OF SUBCONTRACTORS

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

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

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

①	As appropriate, Bidder shall identify Subcontractor as one of	the following and sh	all include a valid proof of certification (except for OBE, SLBE and	d ELBE):
	Certified Minority Business Enterprise	MBE	Certified Woman Business Enterprise	WBE
	Certified Disadvantaged Business Enterprise	DBE	Certified Disabled Veteran Business Enterprise	DVBE
	Other Business Enterprise	OBE	Certified Emerging Local Business Enterprise	ELBE
	Certified Small Local Business Enterprise	SLBE	Small Disadvantaged Business	SDB
	Woman-Owned Small Business	WoSB	HUBZone Business	HUBZone
	Service-Disabled Veteran Owned Small Business	SDVOSB		
2	As appropriate, Bidder shall indicate if Subcontractor is certif	ied 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

CA

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

U.S. Small Business Administration

SBA

State of California

NAMED EQUIPMENT/MATERIAL SUPPLIER LIST

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

NAME, ADDRESS AND TELEPHONE NUMBER OF VENDOR/SUPPLIER	MATERIALS OR SUPPLIES	DOLLAR VALUE OF MATERIAL OR SUPPLIES	SUPPLIER (Yes/No)	MANUFACTURER (Yes/No)	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB®	WHERE CERTIFIED②
Name:						
Address:						
City:						
State:						
Zip:						
Phone:						
Email:						
Name:						
Address:						
City:						
State:						
Zip:						
Phone:						
Email:						
As appropriate, Bidder shall identify Vendor	/Supplier as one of the fol	lowing and shall includ	le a valid proof	of certification (except	t for OBE, SLBE and ELBE):	
Certified Minority Business Enterprise		_	-	isiness Enterprise	,	WBE
Certified Disadvantaged Business Enterpr	rise DI	BE Certi	fied Disabled V	eteran Business Enter _l	prise	DVBE
Other Business Enterprise	Ol	BE Certi	fied Emerging L	ocal Business Enterpr	ise	ELBE
Certified Small Local Business Enterprise	SL	.BE Smal	l Disadvantage	d Business		SDB

certified willionty business Effectionse	IVIDL	certifica Worlan Basifiess Enterprise	VVDL
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 Vendor/Supplier is cer	rtified 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
	Certified Disadvantaged Business Enterprise Other Business Enterprise Certified Small Local Business Enterprise Woman-Owned Small Business Service-Disabled Veteran Owned Small Business As appropriate, Bidder shall indicate if Vendor/Supplier is certify of San Diego California Public Utilities Commission State of California's Department of General Services	Certified Disadvantaged Business Enterprise Other Business Enterprise OBE Certified Small Local Business Enterprise Woman-Owned Small Business Service-Disabled Veteran Owned Small Business Solvosb As appropriate, Bidder shall indicate if Vendor/Supplier is certified by: City of San Diego ClTY California Public Utilities Commission CPUC State of California's Department of General Services CADoGS	Certified Disadvantaged Business Enterprise Other Business Enterprise Other Business Enterprise Other Business Enterprise OBE Certified Emerging Local Business Enterprise Certified Small Local Business Enterprise SLBE Woman-Owned Small Business WoSB Service-Disabled Veteran Owned Small Business SDVOSB As appropriate, Bidder shall indicate if Vendor/Supplier is certified by: City of San Diego California Public Utilities Commission CPUC State of California's Department of General Services Certified Disabled Veteran Business Enterprise Certified Disabled Veteran Dusiness Enterprise SLBE Small Disabled Veteran Business Enterprise SLBE Small Disabled Veteran Dusiness HUBZone Business Subject Scale Scal

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

ELECTRONICALLY SUBMITTED FORMS

FAILURE TO FULLY <u>COMPLETE</u> AND SUBMIT ANY OF THE FOLLOWING FORMS WILL DEEM YOUR BID NON-RESPONSIVE.

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

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

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

BID BOND

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

KNOW ALL MEN BY THESE PRESENTS, HAZARD CONSTRUCTION ENGR LLC Principal, Nationwide Mutual Insurance Company and 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 2202 (SS) Phase 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_ Nationwide Mutual W.S. ROGERS, EXEC. VP / ASST. SEC. (SEAL) Insurance Company (SEAL) (Principal) (Surety) (Signature)

Kyle King

Attorney-in-fact

(SEAL AND NOTARIAL ACKNOWLEDGEMENT OF SURETY)

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint:

BILL BODENSTADT; CHANEL ASFAW; HANNAH MCGARVEY; KIM ACEVEDO; KYLE KING; TRAVIS PEARSON; ALEX KARANIWAN;

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of

UNLIMITED

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

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

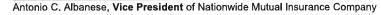
"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 20th day of August, 2021.



SEAL heart steps

STATE OF NEW YORK COUNTY OF NEW YORK: ss

On this 20th day of August, 2021, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.

ACKNOWLEDGMENT

Stephanie Rubino McArthur Notary Public, State of New York No. 02MC6270117 Qualified in New York County Commission Expires October 19, 2024 Scylvanie Britismo Melte.

CERTIFICATE

I, Laura B. Guy, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

NWITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this

Assistant Secretary

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

State of <u>California</u>	
County of San Diego	
On August 8, 2023 before me,	Amanda L. Redmond, Notary Public NAME, TITLE OF OFFICER - E.G. AJANE DOE, NOTARY PUBLIC
personally appeared	Kyle King NAME(S) OF SIGNER(S)
subscribed to the within instrument and a in his/ her/their authorized capacity (ies) ar	tory evidence to be the person(s) whose name(s) is/are cknowledged to me that he/she/they executed the same and that by his/her/their signature(s) on the instrument the ich the person(s) acted, executed the instrument.
	under the laws of the State of California that the foregoing
paragraph is trae and correct.	1
WITNESS my hand and official seal.	AMANDA L. REDMOND Notarry Public - California San Diego County Commission # 2336956 My Comm. Expires Nov 9, 2024
NOTARY PUBLIC SIGNATURE	(SEAL)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

State of <u>California</u>
County of San Diego
On August 9, 2023 before me, Amanda L. Redmond, Notary Public Date NAME, TITLE OF OFFICER - E.G. AJANE DOE, NOTARY PUBLIC W.S. Rogers
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. AMANDA L. REDMOND Notary Public - Caitfornia San Diege Ceunty Commission # 2336956 My Comm. Expires Nev 9, 2024 NOTARY PUBLIC SIGNATURE AMANDA L. REDMOND NOTARY Public - Caitfornia San Diege Ceunty Commission # 2336956 My Comm. Expires Nev 9, 2024

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.

	complaint or discriminated	ned certifies that within the pending action in a lest against its employees, substitution of that complaint, in lows:	egal administra ocontractors, ve	ative procee endors or su	eding alleging that Bid ppliers. A description of
DATE OF CLAIM	LOCATION	DESCRIPTION OF CLAIM	LITIGATION (Y/N)	STATUS	RESOLUTION/REMEDIAL ACTION TAKEN

Contractor Nam	e: Hazard Construction Eng	LLC
Certified By	W.S. Rogers	Title _Executive Vice President
	Signatu	Date 8-9-23

USE ADDITIONAL FORMS AS NECESSARY

Mandatory Disclosure of Business Interests Form

BIDDER/PROPOSER INFORMATION

Le	gal Name		DBA		
Hazard Construction Engr	·LLC				
Street Address City		State	Zip		
10529 Vine Street Lakeside Contact Person, Title		CA	92040		
		Phone	Fax		
Jason A. Mordhorst, President		(858) 587-3600	(858) 453-6034		

Provide the name, identity, and precise nature of the interest* of all persons who are directly or indirectly involved** in this proposed transaction (SDMC § 21.0103).

- * The precise nature of the interest includes:
- the percentage ownership interest in a party to the transaction,
- the percentage ownership interest in any firm, corporation, or partnership that will receive funds from the
- transaction, the value of any financial interest in the transaction,
- any contingent interest in the transaction and the value of such interest should the contingency be satisfied, and any
- philanthropic, scientific, artistic, or property interest in the transaction.
- ** Directly or indirectly involved means pursuing the transaction by:
- communicating or negotiating with City officers or employees,
- submitting or preparing applications, bids, proposals or other documents for purposes of contracting with the City,
- or directing or supervising the actions of persons engaged in the above activity.

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

* Use Additional Pages if Necessary *

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

W.S. Rogers, Executive Vice President

Print Name, Title

Signature

Date

Failure to sign and submit this form with the bid/proposal shall make the bid/proposal non-responsive. In the case of an informal solicitation, the contract will not be awarded unless a signed and completed Mandatory Disclosure of Business Interests Form is submitted.

Hazard Construction Engr LLC Asphalt Overlay 2202 (SS) Phase I - City of San Diego Disclosure of Business Interests Form

Senior Management Team	Title	Ownership % Interest
Jason A. Mordhorst William S. Rogers Mark P. Thunder Bryan Seeger Emmanuel C. Gavino	President Executive Vice President Vice President of Operations Vice President of Estimating Chief Financial Officer/Secretary	63.16% 0.00% 5.26% 0.00% 31.58%

Value of financial interest in the proposed transaction:

Hazard Construction has 100% financial interest in the bid proposal.

Contingent interest in the transaction and the value of such interest should the contingency be satisfied:

Hazard Construction has no contingent interest other than the bid proposal.

Any philanthropic, scientific, artistic, or property interest in the transaction:

Not applicable

Secretary's Certificate Hazard Construction Engr, LLC

The undersigned, Emmanuel C. Gavino, Secretary of Hazard Construction Engr, LLC, a California limited liability company ("Hazard Construction Engr") which is a wholly-owned subsidiary of Hazard Construction Company, a California Corporation (the "Corporation"), does hereby certify that the following are true and complete resolutions which were unanimously adopted at the annual meeting of the Board of Directors of the Corporation on the sixth day of April 2023, and that such resolutions have not been amended or modified and continue to be in full force and effect as of the sixth day of April 2023:

RESOLVED, that Hazard Construction Engr execute and deliver certain contracts in the form required.

FURTHER RESOLVED, that the President, or the Executive Vice President, or in their absence, the Vice Presidents, or in their absence, the Secretary/Chief Financial Officer, of Hazard Construction Engr be and hereby is authorized and empowered in the name and on behalf of Hazard Construction Engr to execute contracts and to deliver the contracts on behalf of Hazard Construction Engr and to do and perform all acts and things which he deems to be necessary or appropriate to carry out the terms of the contracts, including, but not limited to executing and delivering all agreements and documents contemplated by the contracts.

In witness whereof, I have hereunder set my hand as Secretary of Hazard Construction Engr this sixth day of April 2023.

Secretary

DEBARMENT AND SUSPENSION CERTIFICATION

PRIME CONTRACTOR

FAILURE TO COMPLETE AND SUBMIT AT TIME OF BID SHALL RENDER BID NON-RESPONSIVE

EFFECT OF DEBARMENT OR SUSPENSION

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

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

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

NAME	TITLE
SEE ATTACHED PRINCIPALS	

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

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

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

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

N/A			
	onsidered in determining bidde ency, and dates of action.	er responsibility. For any exce	ption noted above, indicate below to whom
Contractor Name:	Hazard Construction Engr LLC		
Certified By	W.S. Rogers		Title Executive Vice President
	Name		
		regus	Date 8-9-23
	Signatu	ire 🕖	

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



10529 Vine Street Lakeside, CA 92040 Phone (858) 587-3600 Fax (858) 453-6034 License No. 1038899 A/C31 DIR No. 1000057559 hazardconstruction.com

Principals

Jason A. Mordhorst

W.S. Rogers

Mark Thunder

Bryan Seeger

Emmanuel Gavino

President

Vice President

Vice President of Operations

Vice President of Estimating

Treasurer / Secretary

DEBARMENT AND SUSPENSION CERTIFICATION

SUBCONTRACTORS, SUPPLIERS AND MANUFACTURERS *TO BE COMPLETED BY BIDDER*

FAILURE TO COMPLETE AND SUBMIT AT TIME OF BID SHALL RENDER BID NON-RESPONSIVE

Names of the Principal individual owner(s)

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

Please	e indicate if principal owner is servi	ng in the capac	ity of subcont	ractor, supplier, and/o	r manufacturer:
X	SUBCONTRACTOR		SUPPLIER		MANUFACTURER
The same	NAME			TIT	LE COLOR DE LA COL
<u></u>	ALEX KARAJA (MIRAMAR GE	ENERAL)		PRESIDENT	
-					
X	SUBCONTRACTOR		SUPPLIER		MANUFACTURER
	NAME			TIT	LE -
	LARRY COALSON (LC	TREE)		PRESIDENT	
<u> </u>					
	SUBCONTRACTOR		SUPPLIER		MANUFACTURER
	NAME		ATT SIM	THE PARTY OF THE P	LE CONTROL OF
	TODD PERRY (PERRY	ELECTRIC)		PRESIDENT	
	SUBCONTRACTOR		SUPPLIER		MANUFACTURER
17.8	NAME			AT SECURITION	LE
	DAVE BRILHANTE (STATEWI	DE STRIPE	S)	PRESIDENT	1
Contr	actor Name: Hazard Construction	Engr LLC			
	ied By W.S. Rogers			TitleExcc	utive Vice President
		Name			
		MRG	eca	Date <u>8</u> -	9-23_
		Signatur			as

USE ADDITIONAL FORMS AS NECESSARY*

DEBARMENT AND SUSPENSION CERTIFICATION

SUBCONTRACTORS, SUPPLIERS AND MANUFACTURERS *TO BE COMPLETED BY BIDDER*

FAILURE TO COMPLETE AND SUBMIT AT TIME OF BID SHALL RENDER BID NON-RESPONSIVE

Names of the Principal individual owner(s)

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

Please indicate if principal owner is serving in the capacity of **subcontractor**, **supplier**, and/or **manufacturer**: X -SUBCONTRACTOR **SUPPLIER MANUFACTURER** CONSULTANT NAME TITLE REEMA MAKANI BOCCIA (TWO **PRESIDENT RIVERS STATEGIES)** M **SUPPLIER SUBCONTRACTOR MANUFACTURER** NAME TITLE PRESIDENT GLEN BULLOCK (DICK MILLER) **SUPPLIER** SUBCONTRACTOR **MANUFACTURER** NAME TITLE П \Box **SUBCONTRACTOR SUPPLIER MANUFACTURER** TITLE NAME Hazard Construction Engr LLC Contractor Name: Title Executive Vice President Certified By W.S. Rogers Name Signature

USE ADDITIONAL FORMS AS NECESSARY*

Printed 08/24/2023

Bid Results

Bidder Details

Vendor Name Hazard Construction ENGR LLC

Address 10529 Vine Street

Lakeside, California 92040

United States
Respondee Bryan Seeger

Respondee Title VP Estimating
Phone 858-587-3600

Email bseeger@hazardconstruction.com

Vendor Type CADIR, CAU, MALE

License # 1038899 CADIR 1000057559

Bid Detail

Bid Format Electronic

Submitted 08/24/2023 1:44 PM (PDT)

Delivery Method Bid Responsive

Bid Status Submitted Confirmation # 343101

Respondee Comment

Buyer Comment

Attachments

File Title	File Name	File Type
B. Contractors Certification of Pending Actions.pdf	B. Contractors Certification of Pending Actions.pdf	Contractor's Certification of Pending Actions
C. Mandatory Disclosure of Business Interests Form.pdf	C. Mandatory Disclosure of Business Interests Form.pdf	Mandatory Disclosure of Business Interests Form
D. Debarment and Suspension Cert. for Prime Contractor.pdf	D. Debarment and Suspension Cert. for Prime Contractor.pdf	Debarment and Suspension Form - Prime
E. Debarment and Suspension Cert. for Subs.pdf	E. Debarment and Suspension Cert. for Subs.pdf	Debarment and Suspension Form - Subs/Supp/MFR
A. Bid Bond.pdf	A. Bid Bond.pdf	Bid Bond

Subcontractors

Showing 6 Subcontractors

Name & Address	Desc	License Num	CADIR	Amount	Туре
Dick Miller Inc. 930 Boardwalk, Suite H San Marcos, California 92078	COLD PLANE AC - CUT/LOAD (CONSTRUCTOR)	380204	1000004547	\$100,000.00	DVBE, CADIR, SLBE, MALE, SDVSB, CAU, Local
LC Tree Service 4455 Murphy Canyon Rd Ste 100 San Diego, California 92123	TREE REMOVAL AND ROOT PRUNING (CONSTRUCTOR)	979396	1000059286	\$11,000.00	DVBE, SLBE, PQUAL, CADIR, MALE, CAU, Local
Miramar General Engineering 1827 Cleveland Ave. National City, California 91950	PCC FLATWORK (CONSTRUCTOR)	1009541	1000033057	\$892,000.00	Local
Perry Electric 11519 Woodside Ave Santee, California 92071	ELECTRICAL & RELATED (CONSTRUCTOR)	747931	1000012332	\$216,000.00	Local
Statewide Stripes Inc. PO Box 600710 San Diego, California 92160	STRIPING & SIGNAGE (CONSTRUCTOR)	788286	1000001334	\$425,000.00	DBE, Local
Two Rivers Strategies 9820 Alto Dr. La Mesa, California 91941	EXCLUSIVE COMMUNITY LIAISON (CONSULTANT)	N/A	1000871377	\$50,000.00	MBE, SDB, WBE, FEM, WOSB, ELBE, Local

Line Items

Discount Terms No Discount

Item #	Item Code	Type Item Description	UOM	QTY	Unit Price	Line Total	Response (Comment
Main E						\$7,372,927.75		
1	524126	Bonds (Payment and Performance)	LS	1	\$50,000.00	\$50,000.00	Yes	
2		Field Orders (EOC Type II)	AL	1	\$785,500.00	\$785,500.00	Yes	
3	237310	Compensation Adjustments for Price Index Fluctuation (EOC Type I)	AL	1	\$100,000.00	\$100,000.00	Yes	
4	237310	Mobilization	LS	1	\$215,000.00	\$215,000.00	Yes	
5	541330	Traffic Control and Working Drawings	LS	1	\$266,000.00	\$266,000.00	Yes	
		Traffic Control and Engineered Traffic Control Plans (El Cajon Blvd, Euclid Ave, Otay Mesa Rd, Smythe Ave and Paradise Valley						
6	541330	Rd)	LS	1	\$325,000.00	\$325,000.00	Yes	
7	541820	Exclusive Community Liaison Services	LS	1	\$50,000.00	\$50,000.00	Yes	
8	238910	Tree Removal and Disposal (Less Than 24-Inch Trunk Diameter)	EA	1	\$4,000.00	\$4,000.00	Yes	
9	561730	Tree Root Pruning and Crown Reduction	EA	3	\$2,700.00	\$8,100.00	Yes	
10	238910	Clearing and Grubbing	LS	1	\$35,000.00	\$35,000.00	Yes	
11	561730	Plant Removal	LS	1	\$5,000.00	\$5,000.00	Yes	
12	238990	Video Recording of Existing Conditions	LS	1	\$10,000.00	\$10,000.00	Yes	
13	237310	Excavation for Base Repair	CY	1233	\$150.00	\$184,950.00	Yes	
14	237310	Excavation for Base Repair (Unscheduled)	CY	184.95	\$320.00	\$59,184.00	Yes	
15	237310	Asphalt Concrete Base	TON	1199	\$170.00	\$203,830.00	Yes	
16	237310	Crushed Miscellaneous Base	TON	1373	\$26.00	\$35,698.00	Yes	
17	237310	Crushed Miscellaneous Base (Unscheduled)	TON	205.95	\$27.00	\$5,560.65	Yes	
18	237310	Cold Mill Type B Full Width AC Pavement (2 Inch)	SF	14457	\$1.10	\$15,902.70	Yes	
19	237310	Cold Mill Type B Full Width AC Pavement (3 Inch)	SF	1222060	\$0.50	\$611,030.00	Yes	
20	237310	Asphalt Concrete	TON	15394	\$105.00	\$1,616,370.00	Yes	
21	237310	Asphalt concrete with Aramid Fiber (4.02 Oz Aramid Fiber per Ton Asphalt Concrete)	TON	8458	\$130.00	\$1,099,540.00	Yes	
22	238910	Concrete Pavement (7 Inch Thick)	СУ	17	\$550.00	\$9,350.00	Yes	
23	237310	Cold Mill Header Cuts	LF	309	\$30.00	\$9,270.00	Yes	
24	237310	Cold Mill Type A 6 ft Edge AC Pavement (2 Inch)	SF	18602	\$0.70	\$13,021.40	Yes	
25	237310	Bus Stop Pad	CY	297	\$680.00	\$201,960.00	Yes	
26	237310	Historical and Contractor Date Stamps and Impressions	EA	22	\$180.00	\$3,960.00	Yes	
27	561730	Relocate Irrigation System	LS	1	\$6,000.00	\$6,000.00	Yes	
28	237310	Adjust Existing Manhole Frame and Cover to Grade	EA	2	\$500.00	\$1,000.00	Yes	
29	237310	Adjust Existing Gate Valve Frame and Cover to Grade	EA	12	\$150.00	\$1,800.00	Yes	
30	237310	Reconstruct Gate Valve Concrete Encasement	EA	1	\$2,300.00	\$2,300.00	Yes	
31	238210	Remove and Reinstall Traffic Signs	EA	11	\$550.00	\$6,050.00	Yes	
32	238210	ADA Parking, Install Sign & Post	EA	2	\$650.00	\$1,300.00	Yes	
33	237310	ADA Parking, Blue Paint Curb Marking	LF	48	\$10.00	\$480.00	Yes	
34	237310	Remove and Replace Curb and Gutter	LF	333	\$65.00	\$21,645.00	Yes	
35	237310	Pedestrian Barricade (Type A)	EA	14	\$1,500.00	\$21,000.00	Yes	
36	237310	Protective Railing at Curb Ramps	EA	2	\$2,500.00	\$5,000.00	Yes	
37	237310	Additional Sidewalk	SF	475	\$12.00	\$5,700.00	Yes	
38	237310	Additional Curb	LF	207	\$50.00	\$10,350.00	Yes	
39	237310	Remove and Replace Existing Sidewalk	SF	83	\$12.00	\$996.00	Yes	
40	237310	Cross Gutter	SF	2980	\$20.00	\$59,600.00	Yes	
41	238210	New Pedestrian Push Button Post	EA	15	\$2,500.00	\$37,500.00	Yes	
42	238210	New Pedestrian Push Button	EA	20	\$780.00	\$15,600.00	Yes	
43	238210	Traffic Detector Loop Replacement	EA	13	\$800.00	\$10,400.00	Yes	
44	237310	Delineator Removal and Replacement	EA	5	\$250.00	\$1,250.00	Yes	
45	237310	Curb Ramp	EA	80	\$5,800.00	\$464,000.00	Yes	
46	237310	Curb Ramp with 8 Feet Wide Detectable Warning Tiles	EA	7	\$8,500.00	\$59,500.00	Yes	
47	237310	Commercial Concrete Driveway	SF	730	\$26.00	\$18,980.00	Yes	
48	237310	Concrete Driveway with Detectable Warning Tile (DWT) Installation on both ends of Driveway (Paradise Valley Rd and Woodman Vlg)	SF	350	\$45.00	\$15,750.00	Yes	
49	237310	Traffic Median Removal and Repair	LS	1	\$28,000.00	\$28,000.00	Yes	
	20,010			•	\$25,000.00	\$25,000.00		

Item #	Item Code	Туре	Item Description	UOM	QTY	Unit Price	Line Total	Response	Comment
50	237310		Painted Stripes, Signal and Electrical Improvement (Euclid Ave)	LS	1	\$55,000.00	\$55,000.00	Yes	
51	237310		Painted Stripes, Signal and Electrical Improvement (Otay Mesa Rd)	LS	1	\$285,000.00	\$285,000.00	Yes	
52	237310		Painted Stripes, Signal and Electrical Improvement (Paradise Valley Rd)	LS	1	\$115,000.00	\$115,000.00	Yes	
53	237310		Painted Stripes Improvement (Sampson St)	LS	1	\$30,000.00	\$30,000.00	Yes	
54	237310		Painted Stripes, Signal and Electrical Improvement (Smythe Ave)	LS	1	\$37,000.00	\$37,000.00	Yes	
55	237310		Removal and Replacement of Existing Paint Striping	LS	1	\$31,000.00	\$31,000.00	Yes	
56	541330		WPCP Development	LS	1	\$2,500.00	\$2,500.00	Yes	
57	237310		WPCP Implementation	LS	1	\$100,000.00	\$100,000.00	Yes	

Line Item Subtotals

Section Title	Line Total
Main Bid	\$7,372,927.75
Grand Total	\$7,372,927.75