

City of San Diego

CONTRACTOR'S NAME: Portillo Concrete Inc.
ADDRESS: 3527 Citrust St, Lemon Grove, CA 91945
TELEPHONE NO.: (619) 466-4639 **FAX NO.:**
CITY CONTACT: Juan E. Espindola, Senior Contract Specialist, Email: JEEspindola@sandiego.gov
Phone No. (619) 533-4491
S. Medina / T. Dinh / N. Alkuree

BIDDING DOCUMENTS



FOR

SIDEWALK REPLACEMENT GROUP 1902A

BID NO.: K-24-2236-DBB-3
SAP NO. (WBS/IO/CC): B-19013
CLIENT DEPARTMENT: 2116
COUNCIL DISTRICT: 2
PROJECT TYPE: IJ, IK

THIS CONTRACT WILL BE SUBJECT TO THE FOLLOWING:

- THE CITY'S SUBCONTRACTING PARTICIPATION REQUIREMENTS FOR SLBE PROGRAM
- BID DISCOUNT PROGRAM (see Attachment C, Equal Opportunity Contracting Program, Section B - SLBE-ELBE Subcontracting Requirements)
- PREVAILING WAGE RATES: STATE FEDERAL
- APPRENTICESHIP

BID DUE DATE:

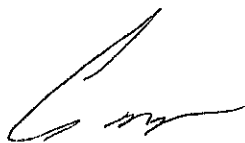
**2:00 PM
DECEMBER 5, 2023**

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:



For City Engineer

10/17/2023
Date

Seal:

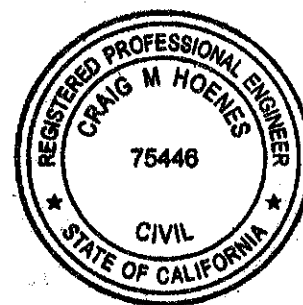


TABLE OF CONTENTS

SECTION	PAGE
1. REQUIRED DOCUMENTS SCHEDULE.....	4
2. NOTICE INVITING BIDS.....	5
3. INSTRUCTIONS TO BIDDERS	7
4. PERFORMANCE AND PAYMENT BONDS	17
5. ATTACHMENTS:	
A. SCOPE OF WORK.....	20
B. RESERVED.....	22
C. EQUAL OPPORTUNITY CONTRACTING PROGRAM	23
D. PREVAILING WAGE.....	43
E. SUPPLEMENTARY SPECIAL PROVISIONS.....	48
1. Appendix A - Notice of Exemption	71
2. Appendix B - Fire Hydrant Meter Program	78
3. Appendix C - Materials Typically Accepted by Certificate of Compliance.....	92
4. Appendix D - Sample City Invoice with Cash Flow Forecast.....	94
5. Appendix E - Location Maps	97
6. Appendix F - Location List.....	141
7. Appendix G - Installation of Sidewalk Expansion Joints	152
8. Appendix H - Sample of Public Notice	155
9. Appendix I - Advanced Metering Infrastructure (AMI) Device Protection	157
10. Appendix J - Sidewalk Bridging.....	164
11. Appendix K - California MUTCD Figure 6H-28	166
F. RESERVED.....	171
G. CONTRACT AGREEMENT	172
6. CERTIFICATIONS AND FORMS.....	175

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 & Mfgs	At Time of Bid	ALL BIDDERS
6.	Bid Bond (Original)	By 5PM 1 working day after bid opening	ALL BIDDERS
7.	SLBE Good Faith Effort Documentation	By 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: <ul style="list-style-type: none"> • 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 **Sidewalk Replacement Group 1902A**. 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 **\$1,260,000**.
4. **BID DUE DATE AND TIME ARE: DECEMBER 5, 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 or C-8 or C-12**
7. **SUBCONTRACTING PARTICIPATION PERCENTAGES:** Subcontracting participation percentages apply to this contract.
 - 7.1. The City has incorporated **mandatory** SLBE-ELBE subcontractor participation percentages to enhance competition and maximize subcontracting opportunities. For the purpose of achieving the mandatory subcontractor participation percentages, a recommended breakdown of the SLBE and ELBE subcontractor participation percentages based upon certified SLBE and ELBE firms has also been provided to achieve the mandatory subcontractor participation percentages:

1. SLBE participation	7.4%
2. ELBE participation	7.0%
3. Total mandatory participation	14.4%
 - 7.2. The current list of Certified SLBE/ELBE Firms to be used for outreach for this project is posted to the Documents tab on Planetbids.
 - 7.3. The Bid may be declared non-responsive if the Bidder fails to meet the following requirements:
 - 7.3.1. Include SLBE-ELBE certified subcontractors at the overall mandatory participation percentage identified in this document; OR
 - 7.3.2. Submit Good Faith Effort (GFE) documentation, saved in searchable Portable Document Format (PDF), demonstrating the Bidder made a good faith effort to conduct outreach to and include SLBE-ELBE Subcontractors as required in

this solicitation by 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:

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

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

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

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

3. ELECTRONIC BID SUBMISSIONS CARRY FULL FORCE AND EFFECT:

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

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

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

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

4. BIDS ARE PUBLIC RECORDS: Upon receipt by the City, Bids shall become public records subject to public disclosure. It is the responsibility of the respondent to clearly identify any confidential, proprietary, trade secret or otherwise legally privileged information contained within the Bid. General references to sections of the California Public Records Act (PRA) will not suffice. If the Contractor does not provide applicable case law that clearly establishes that the requested information is exempt from the disclosure requirements of the PRA, the City

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

5. CONTRACTOR REGISTRATION AND ELECTRONIC REPORTING SYSTEM:

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

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

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

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

7. INSURANCE REQUIREMENTS:

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

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

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

Title	Edition	Document Number
Standard Specifications for Public Works Construction (“The GREENBOOK”) 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/july-2023-ccs-standard-plans-and-standard-specifications	2023	ECPD092023-05

Title	Edition	Document Number
CALTRANS Standard Plans https://dot.ca.gov/programs/design/july-2023-ccs-standard-plans-and-standard-specifications	2023	ECPD092023-06
California Manual on Uniform Traffic Control Devices Revision 7 (CA MUTCD Rev 7) https://dot.ca.gov/programs/safety-programs/camutcd	2014	ECPD081023-07
<p>NOTE: *Available online under Engineering Documents and References at: https://www.sandiego.gov/ecp/edocref/</p> <p>*Electronic updates to the Standard Drawings may also be found in the link above</p>		

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

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

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

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

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

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

14. AWARD:

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

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

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

Original Bid Bond shall be submitted to:

Purchasing & Contracting Department, Public Works Division

1200 3rd Ave., Suite 200, MS 56P

San Diego, California, 92101

To the Attention of the Contract Specialist on the Front Page of this solicitation.

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

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

21. **BID RESULTS:**

- 21.1. The availability of the bids on the City's eBidding system shall constitute the public announcement of the apparent low bidder. In the event that the apparent low bidder is subsequently deemed non-responsive or non-responsible, a notation of such will be

made on the eBidding system. The new ranking and apparent low bidder will be adjusted accordingly.

- 21.2.** To obtain the bid results, view the results on the City's web site, or request the results by U.S. mail and provide a self-addressed, stamped envelope. If requesting by mail, be sure to reference the bid name and number. The bid tabulations will be mailed to you upon their completion. The results will not be given over the telephone.

22. THE CONTRACT:

- 22.1.** The Bidder to whom award is made shall execute a written contract with the City of San Diego and furnish good and approved bonds and insurance certificates specified by the City within 14 days after receipt by Bidder of a form of contract for execution unless an extension of time is granted to the Bidder in writing.

- 22.2.** If the Bidder takes longer than 14 days to fulfill these requirements, then the additional time taken shall be added to the Bid guarantee. The Contract shall be made in the form adopted by the City, which includes the provision that no claim or suit whatsoever shall be made or brought by Contractor against any officer, agent, or employee of the City for or on account of anything done or omitted to be done in connection with this contract, nor shall any such officer, agent, or employee be liable hereunder.

- 22.3.** If the Bidder to whom the award is made fails to enter into the contract as herein provided, the award may be annulled and the Bidder's Guarantee of Good Faith will be subject to forfeiture. An award may be made to the next lowest responsible and reliable Bidder who shall fulfill every stipulation embraced herein as if it were the party to whom the first award was made.

- 22.4.** Pursuant to the San Diego City Charter section 94, the City may only award a public works contract to the lowest responsible and reliable Bidder. The City will require the Apparent Low Bidder to (i) submit information to determine the Bidder's responsibility and reliability, (ii) execute the Contract in form provided by the City, and (iii) furnish good and approved bonds and insurance certificates specified by the City within 14 Days, unless otherwise approved by the City, in writing after the Bidder receives notification from the City, designating the Bidder as the Apparent Low Bidder and formally requesting the above mentioned items.

- 22.5.** The award of the Contract is contingent upon the satisfactory completion of the above-mentioned items and becomes effective upon the signing of the Contract by the Mayor or designee and approval as to form by the City Attorney's Office. If the Apparent Low Bidder does not execute the Contract or submit required documents and information, the City may award the Contract to the next lowest responsible and reliable Bidder who shall fulfill every condition precedent to award. A corporation designated as the Apparent Low Bidder shall furnish evidence of its corporate existence and evidence that the officer signing the Contract and bond for the corporation is duly authorized to do so.

- 23. EXAMINATION OF PLANS, SPECIFICATIONS, AND SITE OF WORK:** The Bidder shall examine carefully the Project Site, the Plans and Specifications, other materials as described in the Special Provisions, Section 3-9, "TECHNICAL STUDIES AND SUBSURFACE DATA", and the proposal forms (e.g., Bidding Documents). The submission of a Bid shall be conclusive

evidence that the Bidder has investigated and is satisfied as to the conditions to be encountered, as to the character, quality, and scope of work, the quantities of materials to be furnished, and as to the requirements of the Bidding Documents Proposal, Plans, and Specifications.

24. CITY STANDARD PROVISIONS: This contract is subject to the following standard provisions. See The WHITEBOOK for details.

- 24.1.** The City of San Diego Resolution No. R-277952 adopted on May 20, 1991 for a Drug-Free Workplace.
- 24.2.** The City of San Diego Resolution No. R-282153 adopted on June 14, 1993 related to the Americans with Disabilities Act.
- 24.3.** The City of San Diego Municipal Code §22.3004 for Contractor Standards.
- 24.4.** The City of San Diego's Labor Compliance Program and the State of California Labor Code §§1771.5(b) and 1776.
- 24.5.** Sections 1777.5, 1777.6, and 1777.7 of the State of California Labor Code concerning the employment of apprentices by contractors and subcontractors performing public works contracts.
- 24.6.** The City's Equal Benefits Ordinance (EBO), Chapter 2, Article 2, Division 43 of The San Diego Municipal Code (SDMC).
- 24.7.** The City's Information Security Policy (ISP) as defined in the City's Administrative Regulation 90.63.

25. PRE-AWARD ACTIVITIES:

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

Bond No.: PPD0101908
Premium: \$20,828.00
Premium will be adjusted
based on final contract price

PERFORMANCE BOND, LABOR AND MATERIALMEN'S BOND

FAITHFUL PERFORMANCE BOND AND LABOR AND MATERIALMEN'S BOND:

Portillo Concrete, Inc., a corporation, as principal, and
Developers Surety and Indemnity Company, a corporation authorized to do
business in the State of California, as Surety, hereby obligate themselves, their successors and assigns,
jointly and severally, to The City of San Diego a municipal corporation in the sum of
One Million Seven Hundred Thirty Two Thousand Eight Hundred Ten Dollars and Zero Cents
(\$1,732,810.00) for the faithful performance of the annexed contract, and in the sum of One Million
Seven Hundred Thirty Two Thousand Eight Hundred Ten Dollars and Zero Cents (\$1,732,810.00) for
the benefit of laborers and materialmen designated below.

Conditions:

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

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

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

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

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

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

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

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

THE CITY OF SAN DIEGO

APPROVED AS TO FORM

By: Stephen Samara

Mara W. Elliott, City Attorney
By: Ryan P. Gerrity

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

Print Name: RYAN P. GERRITY
Deputy City Attorney

Date: 1/17/2024

Date: 1/26/2024

CONTRACTOR Portillo Concrete, Inc.

SURETY Developers Surety and Indemnity Company

By: Mario Portillo

By: Riley Shoen
Attorney-In-Fact

Print Name: MARIO PORTILLO

Print Name: Riley Shoen

Date: 12-28-23

Date: 12/20/2023

20335 Ventura Blvd., Ste 426 Woodland Hills, CA 91364

Local Address of Surety

(949) 271-7469

Local Phone Number of Surety

\$20,828.00

Premium

PPD0101908

Bond Number

**POWER OF ATTORNEY FOR
COREPOINTE INSURANCE COMPANY
DEVELOPERS SURETY AND INDEMNITY COMPANY**
59 Maiden Lane, 43rd Floor, New York, NY 10038
(212) 220-7120

KNOW ALL BY THESE PRESENTS that, except as expressly limited herein, COREPOINTE INSURANCE COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY, do hereby make, constitute and appoint:

Cyndi Beilman, Rebecca James and Riley Shoem, of La Mesa, CA

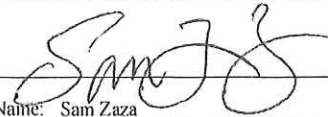
as its true and lawful Attorney-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said companies, as sureties, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said company could do, but reserving to each of said company full power of substitution and revocation, and all of the acts of said Attorney-in-Fact, pursuant to these presents, are hereby ratified and confirmed. This Power of Attorney is effective June 1, 2023 and shall expire on December 31, 2025.

This Power of Attorney is granted and is signed under and by authority of the following resolutions adopted by the Board of Directors of COREPOINTE INSURANCE COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY (collectively, "Company") on February 10, 2023.

RESOLVED, that Sam Zaza, President, Surety Underwriting, James Bell, Vice President, Surety Underwriting, and Craig Dawson, Executive Underwriter, Surety, each an employee of AmTrust North America, Inc., an affiliate of the Company (the "Authorized Signors"), are hereby authorized to execute a Power of Attorney, qualifying attorney(s)-in-fact named in the Power of Attorney to execute, on behalf of the Company, bonds, undertakings and contracts of suretyship, or other suretyship obligations; and that the Secretary or any Assistant Secretary of the Company be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney.

RESOLVED, that the signature of any one of the Authorized Signors and the Secretary or any Assistant Secretary of the Company, and the seal of the Company must be affixed to any such Power of Attorney, and any such signature or seal may be affixed by facsimile, and such Power of Attorney shall be valid and binding upon the Company when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, COREPOINTE INSURANCE COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY have caused these presents to be signed by the Authorized Signor and attested by their Secretary or Assistant Secretary this March 27, 2023.

By: 
Printed Name: Sam Zaza
Title: President, Surety Underwriting



ACKNOWLEDGEMENT:


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

STATE OF California COUNTY OF Orange

On this 27 day of March, 2023, before me, Hoang-Quyen Phu Pham, personally appeared Sam Zaza, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to within the instrument and acknowledged to me that they executed the same in their authorized capacity, and that by the signature on the instrument the entities upon behalf which the person acted, executed this 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.

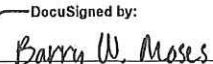
Signature 



CORPORATE CERTIFICATION

The undersigned, the Secretary or Assistant Secretary of COREPOINTE INSURANCE COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY, does hereby certify that the provisions of the resolutions of the respective Boards of Directors of said corporations set forth in this Power of Attorney are in force as of the date of this Certification.

This Certification is executed in the City of Cleveland, Ohio, this March 19, 2023.

DocuSigned by:
By:  Barry W. Moses, Assistant Secretary

POA No. N/A

DocuSignEnvelopeID:3352BFD6-5E9D-4796-837E-C1E455E6530F

Ed. 0323

Signed and sealed this 20th day of December, 2023

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

County of San Diego

On 12/20/2023 before me, Pam Davis, Notary Public,
Date Insert Name of Notary exactly as it appears on the official seal

personally appeared Riley Shoen
Name(s) of Signer(s)

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

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

Witness my hand and official seal.

Signature Pam Davis
Signature of Notary Public



Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

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

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

Signer is Representing:

Signer's Name: _____

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

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

Signer is Representing:

ATTACHMENTS

ATTACHMENT A
SCOPE OF WORK

SCOPE OF WORK

- 1. SCOPE OF WORK:** Work will involve furnishing all labor, materials, equipment, services and construction, including demolishing, hauling and disposal of the existing asphalt and concrete, removal and replacement of damaged sidewalk including root removal where applicable, curb and gutter, PCC Residential Driveways, cross gutter removal and replacement, installation of curb ramps to meet ADA standards, installation and replacement of curb outlet – type A, excavation of unsuitable base materials and asphalt pavement, tree trimming, tree root pruning, sidewalk bridging, stump removal, installment of root barriers, tree removal and replacement, storm drain inlet protection, traffic control drawings and permits.

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

 - 1.1.1.** The Notice Inviting Bids, **Appendix E - Location Maps and Appendix F - Location List**, inclusive.
- 2. LOCATION OF WORK:** The location of the Work is as follows:

Appendix E - Location Map

Appendix F - Location List
- 3. CONTRACT TIME:** The Contract Time for completion of the Work, including the Plant Establishment Period, shall be **287 Working Days**.

ATTACHMENT B

RESERVED

ATTACHMENT C
EQUAL OPPORTUNITY CONTRACTING PROGRAM

EQUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP)

SECTION A - GENERAL REQUIREMENTS

A. INTRODUCTION.

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

B. GENERAL.

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

C. DEFINITIONS.

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

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

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

D. CITY'S EQUAL OPPORTUNITY COMMITMENT.

1. Nondiscrimination in Contracting Ordinance.

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

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

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

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

E. EQUAL EMPLOYMENT OPPORTUNITY OUTREACH PROGRAM.

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

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

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

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

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

F. SUBCONTRACTING.

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

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

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

G. LISTS OF SUBCONTRACTORS AND SUPPLIERS.

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

H. SUBCONTRACTOR AND SUPPLIER SUBSTITUTIONS.

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

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

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

I. PROMPT PAYMENT.

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

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

J. PROMPT PAYMENT OF FUNDS WITHHELD TO SUBCONTRACTORS.

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

K. CERTIFICATION.

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

L. CONTRACT RECORDS AND REPORTS.

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

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

2. You shall retain all records, books, papers, and documents pertinent to the Contract for a period of not less than 5 years after Notice of Completion and allow access to said records by the City's authorized representatives.
3. You shall submit the following reports using the City's web-based contract compliance (Prism® portal):
 - a. **Monthly Payment.** You shall submit Monthly Payment Reporting by the 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/slbeinst.pdf>
6. The current list of certified SLBE-ELBE firms and information for completing the GFE submittal can be found on the City's EOC Department website:
<http://www.sandiego.gov/eoc/programs/slbe.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.

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

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

E. JOINT VENTURES.

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

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

F. MAINTAINING PARTICIPATION LEVELS.

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

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

G. SUBCONTRACTING EFFORTS REVIEW AND EVALUATION.

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

H. GOOD FAITH EFFORT DOCUMENTATION.

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

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

I. SUBCONTRACTOR SUBSTITUTION.

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

J. FALSIFICATION OF SUB-AGREEMENT AND FRAUD.

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

K. RESOURCES.

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

PREVAILING WAGE

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

- 1.3. Payroll Records.** Contractor and its subcontractors shall comply with California Labor Code section 1776, which generally requires keeping accurate payroll records, verifying and certifying payroll records, and making them available for inspection. Contractor shall require its subcontractors to also comply with section 1776. Contractor and its subcontractors shall submit weekly certified payroll records online via the City's web-based Labor Compliance Program. Contractor is responsible for ensuring its subcontractors submit certified payroll records to the City.

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

SECTION 2 – SCOPE OF THE WORK

2-7.1 **General.** To the "WHITEBOOK", ADD the following:

2. The project consists of several sidewalk segments throughout the City of San Diego as shown in **Appendix F - Location List**. The Engineer may substitute specific sidewalk segments (or panels) for CIP replacement projects due to utility or construction conflicts or urgent community needs. The Engineer will provide notice of the change in writing. The Engineer may substitute sidewalk segments with other sidewalk segments within the same geographical areas as shown in **Appendix E - Location Maps**, with no additional mobilization costs. The Engineer will adjust the locations provided in the Contract Documents as needed.

3. The City has the right to modify the Scope of Work at any time. You shall not be entitled to any additional Working Days for modifications to the Scope of Work affecting locations in **Appendix F – Location List**.
4. Modifications to the Scope of Work will be reflected on design clarifications. The latest version of the design clarification invalidates and takes precedence over previous versions of the design clarifications and **Appendix F – Location List**.

SECTION 3 – CONTROL OF THE WORK

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

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

SECTION 4 - CONTROL OF MATERIALS

4-6 TRADE NAMES. To the “WHITEBOOK”, ADD the following:

11. You shall submit your list of proposed substitutions for an “equal” item **no less than 15 Working Days prior to Bid due date** and on the City’s Product Submittal Form available at:

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

SECTION 5 – LEGAL RELATIONS AND RESPONSIBILITIES

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

5-4 INSURANCE.

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

5-4.1 Policies and Procedures.

1. You shall procure the insurance described below, at your sole cost and expense, to provide coverage against claims for loss including injuries to persons or damage to property, which may arise out of or in connection with the performance of the Work by you, your agents, representatives, officers, employees or Subcontractors.
2. Insurance coverage for property damage resulting from your operations is on a replacement cost valuation. The market value will not be accepted.

3. You shall maintain this insurance as required by this Contract and at all times thereafter when you are correcting, removing, or replacing Work in accordance with this Contract. Your duties under the Contract, including your indemnity obligations, are not limited to the insurance coverage required by this Contract.
4. If you maintain broader coverage or higher limits than the minimums shown below, City requires and shall be entitled to the broader coverage or the higher limits maintained by you. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City.
5. Your payment for insurance shall be included in the Contract Price you bid. You are not entitled to any additional payment from the City to cover your insurance, unless the City specifically agrees to payment in writing. Do not begin any Work under this Contract or allow any Subcontractors to begin work, until you have provided, and the City has approved, all required insurance.
6. Policies of insurance shall provide that the City is entitled to 30 days advance written notice of cancellation or non-renewal of the policy or 10 days advance written notice for cancellation due to non-payment of premium. Maintenance of specified insurance coverage is a material element of the Contract. Your failure to maintain or renew coverage and to provide evidence of renewal during the term of the Contract may be treated by the City as a material breach of the Contract.

5-4.2 Types of Insurance.

5-4.2.1 General Liability Insurance.

1. Commercial General Liability Insurance shall be written on the current version of the ISO Occurrence form CG 00 01 07 98 or an equivalent form providing coverage at least as broad.
2. The policy shall cover liability arising from premises and operations, XCU (explosions, underground, and collapse), independent contractors, products/completed operations, personal injury and advertising injury, bodily injury, property damage, and liability assumed under an insured's contract (including the tort liability of another assumed in a business contract).
3. There shall be no endorsement or modification limiting the scope of coverage for either "insured vs. insured" claims or contractual liability. You shall maintain the same or equivalent insurance for at least 10 years following completion of the Work.

4. All costs of defense shall be outside the policy limits. Policy coverage shall be in liability limits of not less than the following:

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

5-4.2.2 Commercial Automobile Liability Insurance.

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

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

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

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

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

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

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

5-4.5 Policy Endorsements.

5-4.5.1 Commercial General Liability Insurance.

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

- 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.

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

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

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

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 **120 Calendar Day** Plant Establishment Period is included in the stipulated Contract Time and shall begin with the acceptance of installation of the vegetation plan in accordance with Section 801-6, "MAINTENANCE AND PLANT ESTABLISHMENT".

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) Summer Moratorium near Beach areas from Memorial Day to Labor Day (inclusive).
- b) Holiday Moratorium near shopping areas from Thanksgiving Day to New Years Day (inclusive).

**ADD:
6-6.1.1**

Environmental Document.

- 1. The City of San Diego has prepared a **Notice of Exemption** for Sidewalk Replacement Group 1902A 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 \$200,001	\$1,000
\$200,001 to \$500,000	\$1,500
\$500,001 to \$1,000,000	\$2,000
\$1,000,001 to \$2,000,000	\$2,500
\$2,000,001 to \$5,000,000	\$3,000
\$5,000,001 to \$10,000,000	\$5,500
\$10,000,001 to \$20,000,000	\$6,500
Greater Than \$20,000,000	\$7,000

SECTION 7 – MEASUREMENT AND PAYMENT

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

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

**TABLE 7-3.9
FIELD ORDER LIMITS**

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

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

5. This Contract **is not** subject to the provisions of The “WHITEBOOK” for Compensation Adjustments for Price Index Fluctuations for paving asphalt.

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

301-1.2 Preparation of Subgrade. To the “WHITEBOOK”, Item 1, DELETE in its entirety and SUBSTITUTE with the following:

1. Subgrade soil shall be tested for expansive potential in accordance with ASTM Test Method D4829. If expansive and/or unsuitable soil is encountered within the sidewalk improvements which could extend beyond the limits of curb and gutter, roadways or edge of pavement, then expansive soil subgrade shall be removed and replaced with a Class 2 Aggregate Base or non-expansive soil having an expansion index of less than 20 (ASTM D4829). The determination of which soils are unsuitable, and the depth of unsuitable subgrade soil removal shall be determined by the Engineer. The depth of expansive

subgrade soil removal shall be based on the Expansive Index of the native soil in accordance with the following table:

Expansive Index of Native Subgrade Soil	Minimum Depth of Subgrade to be Removed and Replaced (in inches)
0-50	None
51-90	18 (450 mm)
91-130	24 (600 mm)
Above 130	36 (900 mm)

301-1.7

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

1. The Payment for asphalt concrete Work related to removing and replacing existing curb and gutter shall be included in the Bid Item for **“Remove and Replace Curb and Gutter”**. If existing roadway striping, curb paint, and/or reflective pavement markers are damaged or removed due to demolition, removal, or construction of curb and gutter, contractor shall install new striping, curb paint, and/or markers in the same location and quantity per current City standards at no additional cost to the City.
2. The Payment for asphalt concrete Work related to removing and replacing existing curb shall be included in the Bid Item for **“Remove and Replace Curb”**. If existing roadway striping, curb paint, and/or reflective pavement markers are damaged or removed due to demolition, removal, or construction of curb, contractor shall install new striping, curb paint, and/or markers in the same location and quantity per current City standards at no additional cost to the City.
3. The Payment for asphalt concrete Work related to removing and replacing existing curb ramps shall be included in the Bid Item for **“PCC Curb Ramp – Type D”**. If existing roadway striping, curb paint, and/or reflective pavement markers are damaged or removed due to demolition, removal, or construction of curb ramps, contractor shall install new striping, curb paint, and/or markers in the same location and quantity per current City standards at no additional cost to the City.
4. The Payment for asphalt concrete Work related to removing and replacing existing driveways shall be included in the Bid Item for **“Remove and Replace Residential Concrete Driveway”**. If existing roadway striping, curb paint, and/or reflective pavement markers are damaged or removed due to demolition, removal, or construction of driveways, contractor shall install new striping, curb paint, and/or markers in the same location and quantity per current City standards at no additional cost to the City.
5. Unless specified as a separate Bid Item, the payment for preparatory Work shall be included in the associated Bid Item for which preparatory Work is performed.

6. No payment shall be made if soil is deemed expansive and/or unsuitable within top 12" of subgrade excavation. The payment for preparing a subgrade will be considered as included in the item of Work for which the subgrade is prepared. The depth of subgrade removal and replacement shall be performed in accordance with 301-1.2. Tree roots, organic material, and other listed items in trench backfill material shall be removed in accordance with Greenbook 217-2.1 at contractor's expense.
7. No payment shall be made for areas of over-excavation or outside of scope of work unless previously approved by the Engineer.
8. The payment for class 2 aggregate base placed up to 12-inches depth in order to backfill areas with unsuitable soil as directed by the Engineer shall be included in the **Contract Price**. In locations where class 2 aggregate base is placed at a depth greater than 12-inches in order to backfill areas with unsuitable soil as directed by the Engineer, the portion of class 2 aggregate base that is greater than 12-inches in depth shall be included in the Bid Item for "**Class II Aggregate Base Depth Greater than 12 Inches**" and shall include all necessary works such as all transportation cost to deliver material to and from the job site, placement and compaction.

SECTION 303 – CONCRETE AND MASONRY CONSTRUCTION

303-1.12 Payment. To the "Greenbook", ADD the following:

The Payment for demolition and removal, and installation of a Curb Outlet – Type A per San Diego Regional Standard Drawing D-25 shall be made at the Contract Unit Bid Price for "**Curb Outlet (Type A)**".

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

8. Contractor shall install concrete sidewalk joints in compliance with the City of San Diego Standard Drawings 2021 Edition, San Diego Regional Standard Drawings, and **Appendix G– Installation of Sidewalk Expansion Joints**. Refer to Drawing Numbers; SDG-155, SDG-156, D-27, SDG-109, and G-10.

303-5.9 Measurement and Payment. To the "WHITEBOOK", item 3, 4 and 5, DELETE in their entirety and SUBSTITUTE with the following:

3. The payment for the replacement of existing sidewalks shall be included in the square foot Bid Item for "**Remove and Replace Existing Sidewalk**" for the total area defined in **Appendix F - Location List**, City's field mark-out limits, and supported by the video recording of existing conditions. No payment for sidewalk replacement shall be made when the damage is due to the Contractor's failure to protect existing improvements. Replaced sidewalk shall match existing color and/or scoring pattern for the sidewalk and payment for matching the color and/or scoring pattern shall be included in the Bid Item "**Remove and Replace Existing Sidewalk**". At locations where the width of the sidewalk is being reduced, the payment for removing the existing sidewalk and placing new topsoil within the reduced sidewalk area shall be included in the Bid Item for "**Remove and Replace Existing Sidewalk**".

4. The payment for the removal and replacement of curb and gutter shall be included in the linear foot Bid Item for **“Remove and Replace Curb and Gutter”**. If existing roadway striping, curb paint, and/or reflective pavement markers are damaged or removed by Contractor due to demolition, removal, or construction of curb and gutter, contractor shall install new striping, curb paint, and/or markers in the same location and quantity per current City standards at no additional cost to the City.
5. The payment for the removal and replacement of curb shall be included in the linear foot Bid Item for **“Remove and Replace Curb”**. If existing roadway striping, curb paint, and/or reflective pavement markers are damaged or removed by Contractor due to demolition, removal, or construction of curb, contractor shall install new striping, curb paint, and/or markers in the same location and quantity per current City standards at no additional cost to the City.

To the “WHITEBOOK”, ADD the following:

7. The payment for the removal and replacement of residential concrete driveway shall be included in the square foot Bid Item for **“Remove and Replace Residential Concrete Driveway”**. If existing roadway striping, curb paint, and/or reflective pavement markers are damaged or removed by Contractor due to demolition, removal, or construction of curb and gutter, contractor shall install new striping, curb paint, and/or markers in the same location and quantity per current City standards at no additional cost to the City.
8. The payment for the removal and replacement of miscellaneous hardscape with concrete shall be included in the Bid Item for **“Remove and Replace Miscellaneous Hardscape With Concrete”**.
9. No payment shall be made if soil is deemed expansive and/or unsuitable within top 12-inch of subgrade excavation. The payment for preparing a subgrade will be considered as included in the item of Work for which the subgrade is prepared. The depth of subgrade removal and replacement shall be performed in accordance with 301-1.2. Tree roots, organic material, and other listed items in trench backfill material shall be removed in accordance with Greenbook 217-2.1 at contractor’s expense.
10. No payment shall be made for areas of over-excavation or outside of scope of work unless previously approved by the Engineer.
11. The payment for class 2 aggregate base placed up to 12-inches depth in order to backfill areas with unsuitable soil as directed by the Engineer shall be included in the Contract Price. In locations where class 2 aggregate base is placed at a depth greater than 12-inches in order to backfill areas with unsuitable soil as directed by the Engineer, the portion of class 2 aggregate base that is greater than 12-inches in depth shall be included in the Bid Item for **“Class II Aggregate Base Depth Greater than 12 Inches”** and shall include all necessary works such as all transportation cost to deliver material to and from the job site, placement and compaction.

12. The payment for colored concrete shall be included in the Bid Item for **"Remove and Replace Existing Sidewalk"**.
13. The payment for stamped concrete shall be included in the Bid Item for **"Remove and Replace Existing Sidewalk."**
14. The Bid Item for **"Sidewalk Bridging"** shall include the following:
 - a) When removal of roots would compromise the stability of a protected tree, sidewalk bridging shall be installed. Locations where Sidewalk bridging work is required are shown on the **Location List** in **Appendix F**. Additional sidewalk bridging locations/limits shall not be permitted without written recommendation of the City Forester and the Engineer.
 - b) Remove the existing concrete, base and soil from above the existing roots. Backfill excavated areas with Class A Topsoil and 3/4" crushed rock per **Appendix J- Sidewalk Bridging**. Protect roots from damage during demolition, installation of soil/base, and compaction.
 - c) Root pruning without a third-party ISA certified arborist present is permitted for roots that are equal to 2 inches or less in diameter. A third-party ISA certified arborist will be required on site to approve and observe all root pruning over 2 inches in diameter. Roots shall be cut at the nearest node to encourage roots to grow away from the sidewalk. Root cutting shall not impact the trunk flare. Roots shall be cleanly cut a minimum of 6 inches away from the new sidewalk edge. Engineer and third-party ISA certified arborist approval is required in the field prior to installation of concrete sidewalk bridging.
 - d) New reinforced concrete sidewalk shall be installed on top of compacted Class A Topsoil and 3/4" crushed rock per **Appendix J- Sidewalk Bridging**. The bottom surface of the sidewalk and crushed rock shall not be in contact with the offending roots. Forms shall be set up so that no concrete may flow under the roots.
 - e) Reinforced concrete sidewalk shall be constructed in accordance with the City Standard as defined in Standard Drawings (SDG-155, 156) and Whitebook with the addition of #4 steel reinforced bars at mid-depth of the concrete sidewalk slab.
 - f) Steel reinforcement bars shall have a minimum 3-foot bar length installed 18-inch on center (O.C.) spacing both ways continuous. At locations where the bar length is restricted, a 2-foot bar length is acceptable with the approval of the Engineer.
 - g) All new sidewalk shall be doveled O.C. into existing concrete with three #4, 12-inch long capped dowels and embedded 6 inches into the adjacent concrete sidewalk panel on each side of the sidewalk bridging.

- h) A minimum 3-inch distance is required from the edges of the reinforcement to a construction joint and from sidewalk edges for adequate protection.
 - i) Sidewalk Bridging shall be installed per [a-h] above and **Appendix J – Sidewalk Bridging**.
 - j) The payment for the sidewalk bridging shall be included in the square foot Bid Item for **“Sidewalk Bridging”** for the total area replaced per **Appendix F - Location List**.
15. At locations where sidewalk is being removed and replaced with topsoil, the payment shall be included in Bid Item for **“Remove and Replace Miscellaneous Hardscape with Topsoil”**.

303-5.10.1 Installation. To the “WHITEBOOK”, ADD the following:

- 8. **“PCC Curb Ramp – Type D”** refers to Type D curb ramps built in accordance with SDG-131 and SDG-137.

303-5.10.2 Payment. To the “WHITEBOOK”, item 5, DELETE in its entirety and SUBSTITUTE with the following:

- 5. The payment for completely removing and replacing the existing concrete alley apron in accordance with SDG-120, shall be included in square foot Bid Item for **“Remove and Replace Alley Apron”**. If existing roadway striping, curb paint, and/or reflective pavement markers are damaged or removed due to demolition, removal, or construction of the alley apron, contractor shall install new striping, curb paint, and/or markers in the same location and quantity per current City standards at no additional cost to the City.

To the “WHITEBOOK”, ADD the following:

- 6. Payment for the demolition, removal, and construction of concrete ADA compliant Type D curb access ramps shall be made at the Contract Bid Unit Price of **“PCC Curb Ramp – Type D”** for each ramp installed. If existing roadway striping, curb paint, and/or reflective pavement markers are damaged or removed due to demolition, removal, or construction of curb ramps, contractor shall install new striping, curb paint, and/or markers in the same location and quantity per current City standards at no additional cost to the City.

303-6.1.2 Measurement and Payment. To the “WHITEBOOK”, DELETE in its entirety and SUBSTITUTE with the following:

- 1. When required by the Engineer, the payment for colored concrete shall be included in the Bid Item(s) for **“Remove and Replace Curb and Gutter”** or **“Remove and Replace Residential Concrete Driveway”**.
- 2. The payment for stamped concrete pavement shall be included in the Bid Item(s) for **“Remove and Replace Curb and Gutter”** or **“Remove and Replace Residential Concrete Driveway”**.

SECTION 306 – OPEN TRENCH CONDUIT CONSTRUCTION

306-15.1 General. To the “WHITEBOOK”, ADD the following:

3. The Payment for demolition, removal, and installation of a sidewalk underdrain pipe per San Diego Regional Standard Drawing D-27 shall be included in the Bid Item for “**Sidewalk Underdrain Pipe (D-27)**”.

306-15.8 Pipeline Appurtenances. To the “WHITEBOOK”, item 3, DELETE in its entirety and SUBSTITUTE with the following:

3. Payment for water meter boxes and meter box lids shall be included in the Bid Item for “**Remove and Replace Utility Box**”. Payment shall include any additional adjustment to place the box around the meter to ensure the valve is accessible and operating properly (including adjusting the water service pipe beyond the meter box).

SECTION 401 – REMOVAL

401-7 Payment. To the “WHITEBOOK”, Item 6, DELETE in its entirety and SUBSTITUTE with the following:

6. The payment for the removal of trees (Cutting, excavation, stump removal, disposal, backfill, and placement of topsoil defined in 401-5.1.3) shall be included in the Bid Item for “**Small Tree Removal & Disposal (Less than 24-Inch Trunk Diameter)**” or “**Large Tree Removal & Disposal (24-Inch Trunk Diameter and Greater)**”.

To the “WHITEBOOK”, ADD the following:

7. The payment for the removal and disposal of a tree less than 5 feet in height above ground level (Cutting, excavation, disposal, backfill, and placement of topsoil as defined in 401-5.1.3) shall be included in the Bid Item for “**Stump Removal**”.
8. Plants (including bushes, herbs, grasses, vines, ferns, mosses, algae, fungi, flowers) that prevent the Contractor from performing the scope of work shall be removed at no additional cost to the City.

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.

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

601-3.5.1 General. To the "WHITEBOOK", ADD the following:

4. Contractor shall follow the signage shown in **Appendix K - California MUTCD Figure 6H-28.**
5. Contractor shall comply with The City of San Diego Memorandum "Additional Temporary Traffic Control Standard for Open Trench Sign on Barricade" dated August 19, 2019 for placement of Open Trench (C27(CA)) signs adjacent to the sidewalk closure on both sides.

SECTION 801 - INSTALLATION

801-4.1 General. To the "WHITEBOOK", Item 1 and Item 2, DELETE in their entirety and SUBSTITUTE with the following:

1. Quantities, locations, and type of plant materials – trees to be planted shall be as specified in the Contract Documents and Location List (see **Appendix F**). Minimum required sizes shall be:
 - a) Minimum Size Required Canopy Shade Tree = 24" Box
 - b) Minimum Size Non-Required Canopy Shade Tree = #15 (15 Gallon) Container.
 - c) Minimum Size Palm Species = 10' BTH (14' BTH at Bus Stop or Red Curb)

If a tree is recommended for root pruning by Street Division Horticulturist and/or City Urban Forester and after the soil excavation the third-party International Society of Arboriculture (ISA) certified arborist determines it is not possible to save the existing tree, they will notify Street Division Horticulturist and/or City Urban Forester who will then determine within **5 Working Days** whether the tree may be removed or must be retained with appropriate root pruning.

2. All plants shall be reviewed and approved by the third-party ISA certified arborist prior to planting, including plants previously approved at the nursery. Contractor shall be responsible for the condition of all plants planted until the final acceptance by the Engineer.

801-6 MAINTENANCE AND PLANT ESTABLISHMENT. To the "WHITEBOOK", ADD the following:

14. Project locations that require tree planting shall be prioritized and completed before work begins at other contract sites. All work at locations shall be completed in accordance with the Contract Documents. **"See Appendix F - Location List."**

801-7 MAINTENANCE OF EXISTING TREES. To the "WHITEBOOK", ADD the following:

3. Maintenance of Existing Trees shall conform to Section **801-7** and **400-3** of *The "WHITEBOOK" 2021 Edition* as well as both American National Standards Institute (ANSI) A300 and Z133 for tree care and safety.
4. The Contractor shall retain a third-party International Society of Arboriculture (ISA) certified arborist, accredited by the ANSI National Accreditation Board (ANAB), who shall keep in constant communication with the City of San Diego Urban Forestry Team. The certified arborist shall provide reports to the City of San Diego Urban Forestry Team for all contract locations, including but not limited to: tree trimming, root pruning (for reconfigured sidewalk and/or replaced sidewalk), root barrier, tree planting, tree removal, and inspection of nursery stock (before and after installation). The City of San Diego Urban Forestry Team will require photographic documentation as part of the third-party ISA certified arborist reports for tree evaluations and tree work completed in the field.

801-7.2 Root Pruning for Re-Configured Sidewalk. To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

1. At locations where the width of the sidewalk will be reduced or moved over to enlarge the tree well, arrange for root pruning and installation of root barrier after the existing sidewalk has been demolished and removed and prior to installation of new sidewalk. Coordinate the scheduling of root pruning within 1 week of the start of the concrete repair work. Roots shall be cut in accordance with Contract Documents and Location List (see **Appendix F**) and root barrier shall be installed per City of San Diego Standard Drawing SDL-106 at the new line established by the third-party ISA certified arborist.

The Work includes cutting all roots necessary for satisfactory forming for the reconfigured sidewalk to a depth of 12 inches, 21 inches on curb side, along the edge of the new sidewalk or curb for a distance of 10 feet in each direction from the trunk. If the walk will not be replaced, roots shall be cut in straight lines parallel to the sidewalk or curb. The root cut shall not be greater than 3 inches from edge of existing walk or curb for a length of 10 feet in each direction from the trunk.

2. If roots greater than 2 inches in diameter are encountered after sidewalk demolition, the third-party ISA certified arborist shall provide an updated tree

recommendation to the assigned Street Division Horticulturist and/or City Urban Forester and the Engineer. The City will respond to the request within **5 Working Days** unless the City notifies You in writing that a response will take longer. The **5 Working Days** shall begin when the written request is received and dated by the City. No additional Working Days will be granted for updated tree recommendations that are provided within the **5 Working Day** time frame.

3. Roots greater than 2 inches in diameter shall be approved for root pruning by the third-party ISA certified arborist. Roots shall be cut at the nearest node to encourage roots to grow away from the sidewalk. Root cutting shall not impact the trunk flare. Roots shall be cleanly cut a minimum of 6 inches away from the new sidewalk edge. Install the root barriers as it is specified in the Contract Documents and Location List (see **Appendix F**), Section 801-7.6, and current City of San Diego Standard Drawings. Backfill excavated areas with Class A Topsoil or decomposed granite as directed by the Engineer to existing grade and compact sufficiently to not settle when walked upon.
4. In order to protect existing trees, surface roots in the parkway area or planter strip shall not be damaged or removed outside of the pruning area and no construction equipment or supplies including soils shall be placed in or upon this area.
5. For sidewalk and curb repairs, root mitigation techniques can take place up to the base of the root flare of the tree, if needed, under the determination that health and structure of the tree will not be compromised. All tree work involving roots greater than 2 inches in diameter must be supervised by the third-party ISA certified arborist.
6. If a tree is recommended for root pruning by Street Division Horticulturist and/or City Urban Forester and after the soil excavation the third-party ISA certified arborist determines it is not possible to save the existing tree, the third-party ISA certified arborist will notify Street Division Horticulturist and/or City Urban Forester who will then determine within **5 Working Days** whether the tree may be removed or must be retained with appropriate root pruning. No additional Working Days will be granted for updated tree recommendations that are provided within the **5 Working Day** time frame.

801-7.3 Root Pruning for Sidewalk Replacement. To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

1. Root pruning and installation of root barrier shall occur after the existing sidewalk has been demolished and removed and prior to installation of the new sidewalk. Coordinate the scheduling of the root pruning within 1 week of the start of the concrete repair work. The Work includes cutting all roots necessary for satisfactory forming for replacement sidewalk to have a depth of 12 inches, 21 inches on the curb side, along the edge of the new sidewalk or curb for a distance of 10 feet in each direction from the trunk. If the sidewalk

will not be replaced, roots shall be cut in straight lines parallel to the walk or the curb. The root cut shall not be greater than 3 inches from edge of existing walk or curb for a length of 10 feet in each direction from the trunk.

2. If roots greater than 2 inches in diameter are encountered after sidewalk demolition, the third-party ISA certified arborist shall provide an updated tree recommendation to the assigned Street Division Horticulturist and/or City Urban Forester and the Engineer. The City will respond to the request within **5 Working Days** unless the City notifies the Contractor in writing that a response will take longer. The **5 Working Days** shall begin when the written request is received and dated by the City. No additional Working Days will be granted for updated tree recommendations that are provided within the **5 Working Day** time frame.
3. Roots greater than 2 inches in diameter shall be approved for root pruning by the third-party ISA certified arborist. Roots shall be cut at the nearest node to encourage roots to grow away from the sidewalk. Root cutting shall not impact the trunk flare. Roots shall be cleanly cut a minimum of 6 inches away from the new sidewalk edge. Install the root barriers as it is specified in the Contract Documents and Location List (see **Appendix F**), Section 801-7.6, and current City of San Diego Standard Drawings. Backfill excavated areas with Class A Topsoil or decomposed granite as directed by the Engineer to existing grade and compact sufficiently to not settle when walked upon.
4. In order to protect existing trees, surface roots in the parkway area or planter strip shall not be damaged or removed outside of the pruning area and no construction equipment or supplies including spoils shall be placed in or upon this area.
5. For sidewalk and curb repairs, root mitigation techniques can take place up to the base of the root flare of the tree, if needed, under the determination that health and structure of the tree will not be compromised. All tree work involving roots greater than 2 inches in diameter must be supervised by the third-party ISA certified arborist.
6. If a tree is recommended for root pruning by Street Division Horticulturist and/or City Urban Forester and after the soil excavation the third-party ISA certified arborist determines it is not possible to save the existing tree, the third-party ISA certified arborist will notify Street Division Horticulturist and/or City Urban Forester who will then determine within **5 Working Days** whether the tree may be removed or must be retained with appropriate root pruning. No additional Working Days will be granted for updated tree recommendations that are provided within the **5 Working Day** time frame.

801-7.4

Root Pruning on Curb Side. To the "WHITEBOOK", DELETE in its entirety and substitute with the following:

1. Prune the tree roots in accordance with the Contract Documents and City of San Diego Standard Drawings. The Contractor shall coordinate the schedule of the root prune work within 1 week of the start of concrete repair work. Roots shall be cut following the removal of the existing curb and prior to the installation of the new curb when practical. The Work includes cutting all roots necessary for satisfactory forming for replaced curb to a depth of 21 inches on the curb side, along the edge of the new sidewalk or curb for a distance of 10 feet in each direction from the trunk. If the sidewalk will not be replaced, roots shall be cut in straight lines parallel to the sidewalk or curb. The root cut shall not be greater than 3 inches from edge of existing sidewalk or curb for a length of 10 feet in each direction from the trunk.
2. If roots greater than 2 inches in diameter are encountered after sidewalk demolition, the third-party ISA certified arborist shall provide an updated tree recommendation to the assigned Street Division Horticulturist and/or City Urban Forester and the Engineer. The City will respond to the request within **5 Working Days** unless the City notifies You in writing that a response will take longer. The **5 Working Days** shall begin when the written request is received and dated by the City. No additional Working Days will be granted for updated tree recommendations that are provided within the **5 Working Day** time frame.
3. Roots greater than 2 inches in diameter shall be approved for root pruning by the third-party ISA certified arborist. Roots shall be cut at the nearest node to encourage roots to grow away from the sidewalk. Root cutting shall not impact the trunk flare. Roots shall be cleanly cut a minimum of 6 inches away from the new sidewalk edge. Install the root barriers as it is specified in the Contract Documents and Location List (see **Appendix F**), Section 801-7.6, and current City of San Diego Standard Drawings. Backfill excavated areas with Class A Topsoil or decomposed granite as directed by the Engineer to existing grade and compact sufficiently to not settle when walked upon.
4. In order to protect existing trees, surface roots in the parkway area or planter strip shall not be damaged or removed outside of the pruning area and no construction equipment or supplies including spoils shall be placed in or upon this area.
5. For sidewalk and curb repairs, root mitigation techniques can take place up to the base of the root flare of the tree, if needed, under the determination that health and structure of the tree will not be compromised. All tree work involving roots greater than 2 inches in diameter must be supervised by the third-party ISA certified arborist.
6. If a tree is recommended for root pruning by Street Division Horticulturist and/or City Urban Forester and after the soil excavation the third-party ISA

certified arborist determines it is not possible to save the existing tree, the third-party ISA certified arborist will notify Street Division Horticulturist and/or City Urban Forester who will then determine within **5 Working Days** whether the tree may be removed or must be retained with appropriate root pruning. No additional Working Days will be granted for updated tree recommendations that are provided within the **5 Working Day** time frame.

801-8 **MEASUREMENT.** To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

1. Tree planting shall be measured for each tree planted.
2. Tree maintenance Work shall be measured by each Tree Root Pruning performed and Tree Root Barrier installed.

801-9 **PAYMENT.** To the "WHITEBOOK", Item 1 and Item 2, DELETE in their entirety and SUBSTITUTE with the following:

1. Payment for Tree Planting related material and work including excavation, weed removal, preparation, backfilling, topsoil, maintenance, plant establishment, protection, and other specified in the Contract Documents shall be included under "**Tree Planting**" Bid Item for each tree planted.

If the additional tree needs to be planted/replaced after the determination of the Engineer as specified in 801-4.1, payment for tree planting shall be made the Contract Bid Unit price for "**Tree Planting**".

2. Payment for the Tree Root Pruning and Barrier material and work, including the third-party ISA certified arborist evaluation, excavation, weed removal, preparation, installment of the root barriers, root pruning, trimming, crown reduction, backfilling, topsoil, and other tasks specified in the Contract Documents, Location List (see **Appendix F**) and section 801-7 shall be included under "**Root Pruning and Root Barrier**" Bid Item for each tree. All work locations that require selective root pruning for palm tree species (as determined by the City arborist) in order to complete the scope of work shall be performed by the Contractor at no additional cost to the City.

To the "WHITEBOOK", ADD the following:

4. All associated costs to retain a third-party International Society of Arboriculture (ISA) certified arborist, accredited by the ANSI National Accreditation Board (ANAB) to perform all tree related work/evaluations/reports shall be included in the Contract Price. Tree related work is identified in **Appendix F – Location List**.

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**.
 9. Storm drain inlets are to remain functional/operational at all times during construction.
 10. For Construction Storm Water Watershed Information, see **Appendix F – Location List**.
-

SUPPLEMENTARY SPECIAL PROVISIONS
APPENDICES

APPENDIX A
NOTICE OF EXEMPTION

NOTICE OF EXEMPTION

TO: X Recorder County Clerk
P.O. Box 1750, MS-A-33
1600 Pacific Hwy, Room 260
San Diego, CA 92101-2422

FROM: City of San Diego
Planning Department
9485 Aero Drive, MS 413
San Diego, CA 92123

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

PROJECT TITLE: Sidewalk Replacement Group 1902A

PROJECT LOCATION-SPECIFIC: The project is located in the Community Planning Areas of Clairemont Mesa and Ocean Beach within Council District 2. See attachment "Sidewalk Replacement Group 1902A Location List".

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 for the removal, replacement and repair of tree related and non-tree related damaged sidewalks, curbs and gutters, curb ramps and driveways; excavation of unsuitable base materials and asphalt pavement; as well as required tree services to mitigate the impact of trees on streets, sidewalks, and surface drainage. The project will involve the conversion and/or installation of curb ramps (Type D) to meet ADA requirements, storm drain inlet protection, sediment control, and possible night and weekend work. All work would occur within the public right-of-way or previously disturbed non-sensitive areas only, and outside the City's Multiple Habitat Planning Area (MHPA). No sensitive vegetation would be impacted or removed. Storm Water Best Management Practices (BMPs) for erosion control preventing discharge, as well as a Traffic Control Plan (TCP) would be implemented throughout construction.

NAME OF PUBLIC AGENCY APPROVING PROJECT: City of San Diego

NAME OF PERSON OR AGENCY CARRYING OUT PROJECT: City of San Diego Transportation & Storm Water Department, Street Division. Contact: Steven Medina, Associate Civil Engineer, (619) 527-7511 / SMMedina@sandiego.gov

EXEMPT STATUS:

- MINISTERIAL
- DECLARED EMERGENCY
- EMERGENCY PROJECT
- CATEGORICAL EXEMPTION: CEQA Guidelines Sections 15301(c) and 15303
- STATUTORY EXEMPTION
- COMMON SENSE EXEMPTION:

REASONS WHY PROJECT IS EXEMPT:

The City of San Diego conducted an environmental review and determined the project is exempt from CEQA pursuant to State CEQA Guidelines Section 15301(c) (Existing Facilities), which allows for the operation, repair, maintenance, permitting, leasing, licensing, or minor alterations of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of existing of former use, including existing highways and streets, sidewalks, gutters, bicycle and pedestrian trails, and similar facilities; and Section 15303 (New Construction or Conversion of Small Structures) which allows for the construction and location of limited numbers of new, small facilities or structures; installation of small new equipment and facilities in small structures; and the conversion of existing small structures from one use to another where only minor modifications are made in the exterior of the structure; and where the exceptions to the exemptions listed in CEQA Section 15300.2 would not apply in that no cumulative impacts were identified; no significant effects on the environment were identified; the project is not adjacent to a scenic highway; and no historical resources would be affected by the action.


As to the exception for hazardous materials, there are locations listed on GeoTracker and EnviroStor within 1,000 feet of the public right-of-way. While these locations are listed, there are no open environmental cases of known hazardous material contamination that would be disturbed which would otherwise preclude use of a CEQA exemption pursuant to Section 65962.5 of the Government Code.

CONTACT PERSON: Zaira Marquez, Associate Planner
TELEPHONE: 619-236-6576
Planning Department, City of San Diego
9485 Aero Drive, MS 413, San Diego, CA 92123

IF FILED BY APPLICANT:

1. ATTACH CERTIFIED DOCUMENT OF EXEMPTION FINDING
2. HAS A NOTICE OF EXEMPTION BEEN FILED BY THE PUBLIC AGENCY APPROVING THE PROJECT?
(X) YES () NO

IT IS HEREBY CERTIFIED THAT THE CITY OF SAN DIEGO HAS DETERMINED THE ABOVE ACTIVITY TO BE EXEMPT FROM CEQA.

 5/1/23

Jordan Moore, Senior Planner, Planning Department DATE

CHECK ONE:

- (X) SIGNED BY LEAD AGENCY DATE RECEIVED FOR FILING WITH COUNTY CLERK OR OPR: ()
SIGNED BY APPLICANT

Sidewalk ID	CD	Street Name	Cross Street 1	Cross Street 2	Community Plan
SW-084793	2	CLAIREMONT MESA BL	CLAIREMONT DR	DUBOIS DR	CLAIREMONT MESA
SW-084795	2	CLAIREMONT MESA BL	CLAIREMONT DR	DUBOIS DR	CLAIREMONT MESA
SW-084799	2	CLAIREMONT MESA BL	DUBOIS DR	GENESEE AV	CLAIREMONT MESA
SW-084800	2	CLAIREMONT MESA BL	DUBOIS DR	GENESEE AV	CLAIREMONT MESA
SW-084801	2	GENESEE AV	MANITOU WY	CLAIREMONT MESA BL	CLAIREMONT MESA
SW-084802	2	MANITOU WY	BANNOCK AV	GENESEE AV	CLAIREMONT MESA
SW-084804	2	DUBOIS DR	BANNOCK AV	CLAIREMONT MESA BL	CLAIREMONT MESA
SW-084797	2	BANNOCK AV	KLEEFELD AV	DUBOIS DR	CLAIREMONT MESA
SW-084807	2	BANNOCK AV	MANITOU WY	GENESEE AV	CLAIREMONT MESA
SW-081392	2	KLEEFELD AV	SUSQUEHANNA PL	BANNOCK AV	CLAIREMONT MESA
SW-081566	2	CLAIREMONT MESA (FTG)	ONONDAGA AV	ROLFE RD	CLAIREMONT MESA
SW-081585	2	WILLAMETTE AV	ROLFE RD	KLEEFELD AV	CLAIREMONT MESA
SW-081590	2	WILLAMETTE AV	ROLFE RD	KLEEFELD AV	CLAIREMONT MESA
SW-082287	2	NEW HAVEN RD	CONRAD AV	APPLETON ST	CLAIREMONT MESA
SW-082288	2	NEW HAVEN RD	CONRAD AV	APPLETON ST	CLAIREMONT MESA
SW-082290	2	APPLETON ST	PROVIDENCE RD	NEW HAVEN RD	CLAIREMONT MESA
SW-082327	2	GENESEE AV	CONRAD AV	APPLETON ST	CLAIREMONT MESA
SW-082328	2	GENESEE AV	CONRAD AV	APPLETON ST	CLAIREMONT MESA
SW-082330	2	GENESEE AV	CLAIREMONT MESA BL	CONRAD AV	CLAIREMONT MESA
SW-081393	2	BANNOCK AV	KLEEFELD AV	DUBOIS DR	CLAIREMONT MESA
SW-081395	2	BANNOCK AV	MANITOU WY	GENESEE AV	CLAIREMONT MESA
SW-081396	2	GENESEE AV	CHICKASAW CT	BANNOCK AV	CLAIREMONT MESA
SW-081576	2	TECUMSEH WY	SAGINAW AV	KLEEFELD AV	CLAIREMONT MESA
SW-081578	2	TECUMSEH WY	SAGINAW AV	KLEEFELD AV	CLAIREMONT MESA
SW-081580	2	SAMOSET AV	SAGINAW AV	KLEEFELD AV	CLAIREMONT MESA
SW-081582	2	SAMOSET AV	SAGINAW AV	KLEEFELD AV	CLAIREMONT MESA
SW-081587	2	BANNOCK AV	SUSQUEHANNA PL	KLEEFELD AV	CLAIREMONT MESA
SW-081600	2	CHINOOK CT	WINNEBAGO AV	CHICKASAW CT	CLAIREMONT MESA
SW-081601	2	CHICKASAW CT	CHINOOK CT	WINNEBAGO AV	CLAIREMONT MESA
SW-082163	2	CONRAD AV	CONRAD CT	GAYLORD DR	CLAIREMONT MESA
SW-082164	2	CONRAD AV	CONRAD CT	GAYLORD DR	CLAIREMONT MESA
SW-082169	2	MERRIMAC CT	MERRIMAC AV	END	CLAIREMONT MESA
SW-082170	2	MERRIMAC CT	MERRIMAC AV	END	CLAIREMONT MESA
SW-082171	2	MERRIMAC AV	PARK WEST AV	MERRIMAC CT	CLAIREMONT MESA
SW-082181	2	ARGONNE CT	ARGONNE ST	END	CLAIREMONT MESA
SW-082182	2	ARGONNE CT	ARGONNE ST	END	CLAIREMONT MESA
SW-082196	2	ARLINGTON ST	BEGIN	GAYLORD DR	CLAIREMONT MESA
SW-082199	2	AVONDALE ST	GAYLORD DR	GLASGOW DR	CLAIREMONT MESA
SW-082201	2	GAYLORD DR	AVONDALE ST	GAYLORD CT	CLAIREMONT MESA
SW-082207	2	GAYLORD PL	BEGIN	GAYLORD CT	CLAIREMONT MESA
SW-082219	2	GALT WY	GALT ST	COLE ST	CLAIREMONT MESA
SW-082220	2	GALT WY	GALT ST	COLE ST	CLAIREMONT MESA
SW-082221	2	GALT ST	BEGIN	GALT WY	CLAIREMONT MESA
SW-082222	2	GALT ST	BEGIN	GALT WY	CLAIREMONT MESA
SW-082223	2	COLE ST	GALT ST	DUBOIS DR	CLAIREMONT MESA
SW-082224	2	COLE ST	GALT ST	DUBOIS DR	CLAIREMONT MESA
SW-082226	2	COLE ST	DUBOIS DR	COLE WY	CLAIREMONT MESA
SW-082228	2	COLE WY	BEGIN	COLE ST	CLAIREMONT MESA
SW-082233	2	LODI WY	BEGIN	COLE ST	CLAIREMONT MESA
SW-082234	2	LODI WY	BEGIN	COLE ST	CLAIREMONT MESA
SW-082235	2	COLE ST	LODI WY	COLE CT	CLAIREMONT MESA
SW-082236	2	COLE ST	LODI WY	COLE CT	CLAIREMONT MESA
SW-082237	2	COLE CT	BEGIN	COLE ST	CLAIREMONT MESA
SW-082239	2	COLE ST	COLE CT	LODI ST	CLAIREMONT MESA
SW-082240	2	COLE ST	COLE CT	LODI ST	CLAIREMONT MESA
SW-082242	2	LODI ST	COLE ST	LODI PL	CLAIREMONT MESA
SW-082243	2	LODI PL	BEGIN	LODI ST	CLAIREMONT MESA
SW-082246	2	LODI ST	LODI PL	END	CLAIREMONT MESA
SW-082247	2	LODI ST	LODI CT	COLE ST	CLAIREMONT MESA
SW-082248	2	LODI ST	LODI CT	COLE ST	CLAIREMONT MESA
SW-082251	2	LODI ST	LODI WY	LODI CT	CLAIREMONT MESA
SW-082254	2	LODI ST	POST RD	LODI WY	CLAIREMONT MESA
SW-082255	2	POST RD	LODI ST	END	CLAIREMONT MESA
SW-082256	2	POST RD	LODI ST	END	CLAIREMONT MESA
SW-082257	2	LODI ST	MAYFLOWER WY	POST RD	CLAIREMONT MESA
SW-082259	2	MAYFLOWER WY	LODI ST	PROVIDENCE RD	CLAIREMONT MESA
SW-082261	2	PROVIDENCE RD	CAYWOOD ST	MAYFLOWER WY	CLAIREMONT MESA
SW-082264	2	CAYWOOD ST	DUBOIS DR	PROVIDENCE RD	CLAIREMONT MESA
SW-082268	2	LODI ST	DUBOIS DR	MAYFLOWER WY	CLAIREMONT MESA
SW-082269	2	DUBOIS DR	LODI ST	COLE ST	CLAIREMONT MESA
SW-082276	2	NEW HAVEN RD	CHAMPLAIN WY	MAYFLOWER WY	CLAIREMONT MESA
SW-082277	2	CHAMPLAIN WY	NEW HAVEN RD	END	CLAIREMONT MESA
SW-082279	2	NEW HAVEN RD	NEW HAVEN PL	CHAMPLAIN WY	CLAIREMONT MESA
SW-082280	2	NEW HAVEN RD	NEW HAVEN PL	CHAMPLAIN WY	CLAIREMONT MESA
SW-082282	2	NEW HAVEN PL	NEW HAVEN RD	END	CLAIREMONT MESA
SW-082291	2	PROVIDENCE RD	CONRAD AV	APPLETON ST	CLAIREMONT MESA

Sidewalk ID	CD	Street Name	Cross Street 1	Cross Street 2	Community Plan
SW-082294	2	PROVIDENCE RD	APPLETON ST	CAYWOOD ST	CLAIREMONT MESA
SW-082299	2	DUBOIS DR	APPLETON ST	CAYWOOD ST	CLAIREMONT MESA
SW-082300	2	DUBOIS DR	APPLETON ST	CAYWOOD ST	CLAIREMONT MESA
SW-082302	2	APPLETON ST	OVID PL	DUBOIS DR	CLAIREMONT MESA
SW-082303	2	OVID PL	APPLETON ST	END	CLAIREMONT MESA
SW-082304	2	OVID PL	APPLETON ST	END	CLAIREMONT MESA
SW-082310	2	CAYWOOD ST	APPLETON ST	OVID PL	CLAIREMONT MESA
SW-082311	2	CAYWOOD ST	OVID PL	DUBOIS DR	CLAIREMONT MESA
SW-045806	2	KICKAPOO CT	HATTERAS AV	OAK GLEN LN	CLAIREMONT MESA
SW-045902	2	HUERFANO CT	BEGIN	HUERFANO AV	CLAIREMONT MESA
SW-045904	2	TENSHAW PL	BARROWS ST	HUERFANO AV	CLAIREMONT MESA
SW-014629	2	MONONGAHELA ST	WYANDOTTE AV	END	CLAIREMONT MESA
SW-015830	2	EPINETTE AV	LUNA AV	HAVASUPAI AV	CLAIREMONT MESA
SW-015831	2	LUNA AV	FARGO AV	GALLATIN WY	CLAIREMONT MESA
SW-015858	2	NAUGATUCK AV	HIDALGO AV	JUTLAND DR	CLAIREMONT MESA
SW-015864	2	POWHATAN AV	BEGIN	EL PENON WY	CLAIREMONT MESA
SW-015865	2	POWHATAN AV	BEGIN	EL PENON WY	CLAIREMONT MESA
SW-015866	2	FARGO AV	EL PENON WY	EL PENON WY	CLAIREMONT MESA
SW-015867	2	EL PENON WY	FARGO AV	FARGO AV	CLAIREMONT MESA
SW-015868	2	EL PENON WY	FARGO AV	FARGO AV	CLAIREMONT MESA
SW-015869	2	FARGO AV	EL PENON WY	EL PENON WY	CLAIREMONT MESA
SW-015870	2	FARGO AV	EL PENON WY	LUNA AV	CLAIREMONT MESA
SW-015871	2	LUNA AV	FARGO AV	GALLATIN WY	CLAIREMONT MESA
SW-015876	2	LUNA AV	NAUGATUCK AV	HIDALGO AV	CLAIREMONT MESA
SW-015877	2	NAUGATUCK AV	LUNA AV	HIDALGO AV	CLAIREMONT MESA
SW-015878	2	HIDALGO AV	MASSASOIT AV	NAUGATUCK AV	CLAIREMONT MESA
SW-015881	2	NAUGATUCK AV	LUNA AV	HIDALGO AV	CLAIREMONT MESA
SW-015898	2	NAUGATUCK AV	HIDALGO AV	JUTLAND DR	CLAIREMONT MESA
SW-015901	2	MASSASOIT AV	HIDALGO AV	MANDAN WY	CLAIREMONT MESA
SW-015903	2	JUTLAND DR	MANDAN WY	MASSASOIT AV	CLAIREMONT MESA
SW-015912	2	HIDALGO AV	LUNA AV	MASSASOIT AV	CLAIREMONT MESA
SW-015915	2	JEMEZ DR	HIDALGO AV	JUTLAND DR	CLAIREMONT MESA
SW-015920	2	IDLEWILD WY	HIDALGO AV	ISLETA AV	CLAIREMONT MESA
SW-015921	2	IDLEWILD WY	ISLETA AV	JUTLAND DR	CLAIREMONT MESA
SW-015923	2	JUTLAND DR	IDLEWILD WY	JEMEZ DR	CLAIREMONT MESA
SW-015935	2	GUILITTOY AV	ISLETA AV	GUILITTOY CT	CLAIREMONT MESA
SW-015940	2	GUILITTOY AV	ISLETA AV	GUILITTOY CT	CLAIREMONT MESA
SW-015942	2	GUILITTOY CT	BEGIN	GUILITTOY AV	CLAIREMONT MESA
SW-015945	2	JUTLAND DR	GUILITTOY AV	HIDAS AV	CLAIREMONT MESA
SW-015947	2	HIDAS AV	ISLETA AV	JUTLAND DR	CLAIREMONT MESA
SW-015948	2	HIDAS AV	ISLETA AV	JUTLAND DR	CLAIREMONT MESA
SW-015949	2	JUTLAND DR	HIDAS AV	IDLEWILD WY	CLAIREMONT MESA
SW-015957	2	JEMEZ DR	JUTLAND DR	MORAGA AV	CLAIREMONT MESA
SW-022044	2	JUTLAND CT	JUTLAND DR	END	CLAIREMONT MESA
SW-022049	2	JUTLAND PL	JUTLAND DR	END	CLAIREMONT MESA
SW-022050	2	JUTLAND DR	ARCOLA AV	JUTLAND PL	CLAIREMONT MESA
SW-022051	2	JUTLAND DR	ARCOLA AV	JUTLAND PL	CLAIREMONT MESA
SW-022056	2	JUTLAND DR	MORENA BL	CAM CORALINO	CLAIREMONT MESA
SW-022065	2	JUTLAND DR	ATWELL ST	ARCOLA AV	CLAIREMONT MESA
SW-022068	2	ABER ST	LISANN ST	ARIANE DR	CLAIREMONT MESA
SW-022070	2	ABER ST	LISANN ST	ARIANE DR	CLAIREMONT MESA
SW-022071	2	ARIANE DR	ARIANE WY	ABER ST	CLAIREMONT MESA
SW-022074	2	MORENA BL	JUTLAND DR	FINANCIAL CT	CLAIREMONT MESA
SW-022078	2	ARIANE DR	MORENA BL	LEATHERS ST	CLAIREMONT MESA
SW-022081	2	ARIANE DR	LEATHERS ST	LISANN ST	CLAIREMONT MESA
SW-022085	2	ARIANE WY	BEGIN	ARIANE DR	CLAIREMONT MESA
SW-022086	2	ARIANE WY	BEGIN	ARIANE DR	CLAIREMONT MESA
SW-022087	2	ARIANE DR	ARIANE WY	ABER ST	CLAIREMONT MESA
SW-022089	2	MURAT ST	LEATHERS ST	LISANN ST	CLAIREMONT MESA
SW-022092	2	LEATHERS ST	ARIANE DR	MURAT ST	CLAIREMONT MESA
SW-022095	2	ARIANE DR	MORENA BL	LEATHERS ST	CLAIREMONT MESA
SW-022096	2	LEATHERS ST	ARIANE DR	MURAT ST	CLAIREMONT MESA
SW-022098	2	LEATHERS ST	MURAT ST	END	CLAIREMONT MESA
SW-022113	2	HUERFANO AV	GEDDES DR	KAMLOOP AV	CLAIREMONT MESA
SW-022126	2	KAROK AV	JICARILLO AV	IDLEWILD WY	CLAIREMONT MESA
SW-022131	2	LA JUNTA AV	JICARILLO AV	IDLEWILD WY	CLAIREMONT MESA
SW-022136	2	MORAGA AV	HOPI PL	IDLEWILD WY	CLAIREMONT MESA
SW-022138	2	LA CROSSE AV	GEDDES DR	HOPI PL	CLAIREMONT MESA
SW-022142	2	INNUIT AV	MELISA WY	KAMLOOP AV	CLAIREMONT MESA
SW-022145	2	MELISA WY	JAPPA AV	KEOKUK CT	CLAIREMONT MESA
SW-022149	2	KAMLOOP AV	JAPPA AV	HOPI PL	CLAIREMONT MESA
SW-022152	2	LA CROSSE AV	GEDDES DR	HOPI PL	CLAIREMONT MESA
SW-022156	2	KAMLOOP AV	JAPPA AV	HOPI PL	CLAIREMONT MESA
SW-022158	2	GEDDES DR	HUERFANO AV	KAMLOOP AV	CLAIREMONT MESA
SW-022159	2	HUERFANO AV	GEDDES DR	KAMLOOP AV	CLAIREMONT MESA
SW-022161	2	NIDO LN	OAK GLEN LN	IDLEWILD WY	CLAIREMONT MESA

Sidewalk ID	CD	Street Name	Cross Street 1	Cross Street 2	Community Plan
SW-022169	2	HATTERAS AV	HEDIONDA CT	POCAHONTAS AV	CLAIREMONT MESA
SW-022177	2	OAK GLEN LN	NIDO LN	KICKAPOO CT	CLAIREMONT MESA
SW-022180	2	MORAGA AV	GEDDES DR	HOPI PL	CLAIREMONT MESA
SW-015809	2	MONONGAHELA ST	TONTO WY	WYANDOTTE AV	CLAIREMONT MESA
SW-015811	2	WYANDOTTE AV	MONONGAHELA ST	TONTO WY	CLAIREMONT MESA
SW-015816	2	TONTO WY	EPINETTE AV	WYANDOTTE AV	CLAIREMONT MESA
SW-015818	2	WYANDOTTE AV	TONTO WY	HAVASUPAI AV	CLAIREMONT MESA
SW-015819	2	TONTO WY	MONONGAHELA ST	EPINETTE AV	CLAIREMONT MESA
SW-015823	2	HAVASUPAI AV	EPINETTE AV	WYANDOTTE AV	CLAIREMONT MESA
SW-015824	2	HAVASUPAI AV	EPINETTE AV	WYANDOTTE AV	CLAIREMONT MESA
SW-015826	2	HAVASUPAI AV	MONONGAHELA ST	EPINETTE AV	CLAIREMONT MESA
SW-015838	2	GALLATIN WY	DELLA PL	EDWIN PL	CLAIREMONT MESA
SW-015840	2	EDELL PL	BEGIN	EDWIN PL	CLAIREMONT MESA
SW-015842	2	EDELL PL	EDWIN PL	END	CLAIREMONT MESA
SW-015850	2	ARROYO LINDO AV	SUNLINE AV	END	CLAIREMONT MESA
SW-015852	2	SUNLINE AV	DOW PL	ARROYO LINDO AV	CLAIREMONT MESA
SW-015859	2	MONONGAHELA ST	BEGIN	LUNA AV	CLAIREMONT MESA
SW-015860	2	MONONGAHELA ST	BEGIN	LUNA AV	CLAIREMONT MESA
SW-015861	2	LUNA AV	MONONGAHELA ST	EPINETTE AV	CLAIREMONT MESA
SW-015875	2	LUNA AV	NAUGATUCK AV	HIDALGO AV	CLAIREMONT MESA
SW-015879	2	MASSASOIT AV	BEGIN	HIDALGO AV	CLAIREMONT MESA
SW-015883	2	GALLATIN WY	DELLA PL	EDWIN PL	CLAIREMONT MESA
SW-015884	2	HIDALGO AV	BARBY PL	EDWIN PL	CLAIREMONT MESA
SW-015885	2	HIDALGO AV	ARROYO LINDO AV	BARBY PL	CLAIREMONT MESA
SW-015887	2	HAVASUPAI AV	GALLATIN WY	HIDALGO AV	CLAIREMONT MESA
SW-015888	2	HAVASUPAI AV	GALLATIN WY	HIDALGO AV	CLAIREMONT MESA
SW-015891	2	HIDALGO AV	HAVASUPAI AV	ARROYO LINDO AV	CLAIREMONT MESA
SW-015892	2	OSCEOLA AV	HIDALGO AV	SUNLINE AV	CLAIREMONT MESA
SW-015896	2	ARROYO LINDO AV	HIDALGO AV	SUNLINE AV	CLAIREMONT MESA
SW-015897	2	HIDALGO AV	MASSASOIT AV	NAUGATUCK AV	CLAIREMONT MESA
SW-015913	2	HIDALGO AV	JEMEZ DR	LUNA AV	CLAIREMONT MESA
SW-015930	2	ISLETA AV	HAIDAS AV	IDLEWILD WY	CLAIREMONT MESA
SW-015937	2	FAWN AV	ISLETA AV	END	CLAIREMONT MESA
SW-015938	2	FAWN AV	HIDALGO AV	ISLETA AV	CLAIREMONT MESA
SW-015941	2	GUILTOY CT	BEGIN	GUILTOY AV	CLAIREMONT MESA
SW-015962	2	HIDALGO AV	BEGIN	FAWN AV	CLAIREMONT MESA
SW-022043	2	JUTLAND CT	JUTLAND DR	END	CLAIREMONT MESA
SW-022062	2	ARCOLA AV	BEGIN	ATWELL ST	CLAIREMONT MESA
SW-022063	2	ARCOLA AV	ATWELL ST	JUTLAND DR	CLAIREMONT MESA
SW-022067	2	CAMINO CORALINO	JUTLAND DR	CAMINITO CUARZO	CLAIREMONT MESA
SW-022097	2	LEATHERS ST	MURAT ST	END	CLAIREMONT MESA
SW-022115	2	INNUIT AV	MELISA WY	KAMLOOP AV	CLAIREMONT MESA
SW-022119	2	KEOKUK CT	BEGIN	MELISA WY	CLAIREMONT MESA
SW-022121	2	JICARILLO AV	KEOKUK CT	HOPI PL	CLAIREMONT MESA
SW-022127	2	KAROK AV	JICARILLO AV	IDLEWILD WY	CLAIREMONT MESA
SW-022135	2	HOPI PL	LA CROSSE AV	MORAGA AV	CLAIREMONT MESA
SW-022151	2	HOPI PL	KAMLOOP AV	LA CROSSE AV	CLAIREMONT MESA
SW-022153	2	GEDDES DR	KAMLOOP AV	LA CROSSE AV	CLAIREMONT MESA
SW-022184	2	TAOS DR	KAMLOOP AV	END	CLAIREMONT MESA
SW-022185	2	MORAGA AV	KAMLOOP AV	GEDDES DR	CLAIREMONT MESA
SW-022186	2	KAMLOOP AV	MORAGA AV	GEDDES DR	CLAIREMONT MESA
SW-048678	2	MORAGA AV	JEMEZ DR	CLAIREMONT MESA BL	CLAIREMONT MESA
SW-048681	2	IDLEWILD WY	OAK GLEN LN	POCAHONTAS AV	CLAIREMONT MESA
SW-048689	2	CLAIREMONT MESA BL	MORAGA AV	POCAHONTAS AV	CLAIREMONT MESA
SW-048692	2	CLAIREMONT MESA BL	MORAGA AV	POCAHONTAS AV	CLAIREMONT MESA
SW-048694	2	POCAHONTAS AV	CLAIREMONT MESA BL	LUNA AV	CLAIREMONT MESA
SW-048696	2	CLAIREMONT MESA BL	POCAHONTAS AV	CLAIREMONT DR	CLAIREMONT MESA
SW-048699	2	CLAIREMONT DR	JOPLIN AV	CLAIREMONT MESA BL	CLAIREMONT MESA
SW-048701	2	JOPLIN AV	GILA AV	CLAIREMONT DR	CLAIREMONT MESA
SW-048702	2	CLAIREMONT DR	JOPLIN AV	CLAIREMONT MESA BL	CLAIREMONT MESA
SW-048703	2	CLAIREMONT DR	CLAIREMONT MESA BL	LAKEHURST AV	CLAIREMONT MESA
SW-048706	2	CLAIREMONT DR	CLAIREMONT MESA BL	LAKEHURST AV	CLAIREMONT MESA
SW-068959	2	MONONGAHELA ST	WYANDOTTE AV	END	CLAIREMONT MESA
SW-078042	2	CLAIREMONT MESA BL	LUNA AV	MORAGA AV	CLAIREMONT MESA
SW-078043	2	CLAIREMONT MESA BL	LUNA AV	MORAGA AV	CLAIREMONT MESA
SW-078045	2	LUNA AV	LAKE FOREST AV	MORAGA AV	CLAIREMONT MESA
SW-078057	2	MORAGA AV	NEOSHO PL	OGALALA AV	CLAIREMONT MESA
SW-078058	2	MOCCASIN AV	LAKE FOREST AV	MORAGA AV	CLAIREMONT MESA
SW-078059	2	LAKE FOREST AV	MOCCASIN AV	OGALALA AV	CLAIREMONT MESA
SW-078063	2	NEOSHO PL	OGALALA AV	MORAGA AV	CLAIREMONT MESA
SW-078065	2	OGALALA AV	NEOSHO PL	MORAGA AV	CLAIREMONT MESA
SW-078066	2	MORAGA AV	OGALALA AV	END	CLAIREMONT MESA
SW-078070	2	OTOMI AV	MOCCASIN AV	OGALALA AV	CLAIREMONT MESA
SW-078074	2	NORWALK AV	LUNA AV	OGALALA AV	CLAIREMONT MESA
SW-078076	2	OGALALA AV	MORAGA AV	NORWALK AV	CLAIREMONT MESA
SW-078078	2	OGALALA AV	NEOSHO PL	MORAGA AV	CLAIREMONT MESA

Sidewalk ID	CD	Street Name	Cross Street 1	Cross Street 2	Community Plan
SW-078084	2	LUNA AV	OTOMI AV	POCAHONTAS AV	CLAIREMONT MESA
SW-078085	2	LUNA AV	OTOMI AV	POCAHONTAS AV	CLAIREMONT MESA
SW-078088	2	MOCCASIN AV	MOCCASIN PL	POCAHONTAS AV	CLAIREMONT MESA
SW-078089	2	MOCCASIN AV	MOCCASIN PL	POCAHONTAS AV	CLAIREMONT MESA
SW-078090	2	POCAHONTAS AV	LUNA AV	LUNA AV	CLAIREMONT MESA
SW-078093	2	POCAHONTAS AV	LUNA AV	MOCCASIN AV	CLAIREMONT MESA
SW-078094	2	COCONINO WY	LUNA AV	LAKEHURST AV	CLAIREMONT MESA
SW-078098	2	POCAHONTAS AV	MOCCASIN AV	POCAHONTAS PL	CLAIREMONT MESA
SW-078099	2	POCAHONTAS AV	MOCCASIN AV	POCAHONTAS PL	CLAIREMONT MESA
SW-078102	2	POCAHONTAS AV	POCAHONTAS PL	LAKEHURST AV	CLAIREMONT MESA
SW-078103	2	POCAHONTAS AV	POCAHONTAS PL	LAKEHURST AV	CLAIREMONT MESA
SW-078104	2	COCONINO WY	LAKEHURST AV	POCAHONTAS AV	CLAIREMONT MESA
SW-078111	2	POCAHONTAS CT	BEGIN	POCAHONTAS AV	CLAIREMONT MESA
SW-078113	2	COCONINO WY	COCONINO CT	MERRIMAC AV	CLAIREMONT MESA
SW-078114	2	COCONINO WY	COCONINO CT	MERRIMAC AV	CLAIREMONT MESA
SW-078117	2	COCONINO WY	POCAHONTAS AV	COCONINO CT	CLAIREMONT MESA
SW-078118	2	COCONINO WY	POCAHONTAS AV	COCONINO CT	CLAIREMONT MESA
SW-078120	2	CLAIREMONT DR	LAKEHURST AV	MERRIMAC AV	CLAIREMONT MESA
SW-078122	2	FOND DU LAC CT	BEGIN	FOND DU LAC AV	CLAIREMONT MESA
SW-078125	2	FOND DU LAC AV	MERRIMAC AV	FOND DU LAC CT	CLAIREMONT MESA
SW-078127	2	MERRIMAC AV	FOND DU LAC AV	COCONINO WY	CLAIREMONT MESA
SW-078129	2	MARTHA ST	CHRISTINE ST	MERRIMAC AV	CLAIREMONT MESA
SW-078134	2	CHRISTINE ST	JENNIFER ST	MARTHA ST	CLAIREMONT MESA
SW-078138	2	COLE ST	CLAIREMONT DR	FOND DU LAC AV	CLAIREMONT MESA
SW-078139	2	COLE ST	CLAIREMONT DR	FOND DU LAC AV	CLAIREMONT MESA
SW-078141	2	COLE ST	FOND DU LAC AV	CONRAD AV	CLAIREMONT MESA
SW-078146	2	COLE ST	CONRAD AV	APPLETON ST	CLAIREMONT MESA
SW-078151	2	CONRAD AV	MERRIMAC AV	COLE ST	CLAIREMONT MESA
SW-078182	2	MARTHA ST	GLASGOW DR	CHRISTINE ST	CLAIREMONT MESA
SW-078184	2	GAYLORD DR	MARTHA ST	CONRAD AV	CLAIREMONT MESA
SW-078186	2	GAYLORD DR	CHRISTINE ST	MARTHA ST	CLAIREMONT MESA
SW-078187	2	GAYLORD DR	CHRISTINE ST	MARTHA ST	CLAIREMONT MESA
SW-078188	2	MARTHA ST	GAYLORD DR	GLASGOW DR	CLAIREMONT MESA
SW-078189	2	MARTHA ST	GAYLORD DR	GLASGOW DR	CLAIREMONT MESA
SW-078192	2	CHRISTINE ST	GAYLORD DR	JENNIFER ST	CLAIREMONT MESA
SW-078193	2	CHRISTINE ST	GAYLORD DR	JENNIFER ST	CLAIREMONT MESA
SW-078194	2	JENNIFER ST	JENNIFER CT	CHRISTINE ST	CLAIREMONT MESA
SW-078195	2	JENNIFER ST	JENNIFER CT	CHRISTINE ST	CLAIREMONT MESA
SW-078196	2	GAYLORD DR	JENNIFER ST	CHRISTINE ST	CLAIREMONT MESA
SW-078200	2	JENNIFER CT	BEGIN	JENNIFER ST	CLAIREMONT MESA
SW-078202	2	CONRAD AV	GLASGOW DR	MERRIMAC AV	CLAIREMONT MESA
SW-078203	2	CONRAD AV	GLASGOW DR	MERRIMAC AV	CLAIREMONT MESA
SW-077915	2	MORAGA AV	MORAGA CT	KAMLOOP AV	CLAIREMONT MESA
SW-077916	2	MORAGA AV	MORAGA CT	KAMLOOP AV	CLAIREMONT MESA
SW-077918	2	TAOS DR	FOX AV	KAMLOOP AV	CLAIREMONT MESA
SW-077925	2	TAOS DR	FOX AV	KAMLOOP AV	CLAIREMONT MESA
SW-077926	2	MORAGA AV	TACOMA ST	MORAGA CT	CLAIREMONT MESA
SW-077927	2	MORAGA AV	TACOMA ST	MORAGA CT	CLAIREMONT MESA
SW-078137	2	FOND DU LAC AV	FOND DU LAC CT	COLE ST	CLAIREMONT MESA
SW-078159	2	CAPEHART ST	MERRIMAC AV	BILTMORE ST	CLAIREMONT MESA
SW-078160	2	BILTMORE ST	CAPEHART ST	END	CLAIREMONT MESA
SW-078161	2	BILTMORE ST	CAPEHART ST	END	CLAIREMONT MESA
SW-078166	2	GLASGOW DR	BASCOMB PL	AVONDALE ST	CLAIREMONT MESA
SW-078172	2	GLASGOW DR	ARGONNE ST	ARMITAGE ST	CLAIREMONT MESA
SW-078204	2	MERRIMAC AV	GAYLORD DR	GLASGOW DR	CLAIREMONT MESA
SW-078205	2	MERRIMAC AV	GAYLORD DR	GLASGOW DR	CLAIREMONT MESA
SW-093798	2	SANTA MONICA AV	FROUDE ST	EBERS ST	OCEAN BEACH
SW-093955	2	SARATOGA AV	FROUDE ST	EBERS ST	OCEAN BEACH
SW-094806	2	GENESEE AV	BANNOCK AV	MANITOU WY	CLAIREMONT MESA
SW-094801	2	GENESEE AV	MANITOU WY	CLAIREMONT MESA BL	CLAIREMONT MESA
SW-101027	2	GILA AV	JOPLIN AV	JEMEZ DR	CLAIREMONT MESA
SW-101203	2	MORENA BL	BAKER ST	TICONDEROGA ST	CLAIREMONT MESA
SW-101285	2	MC GRAW ST	MORENA BL	BAKER ST	CLAIREMONT MESA
SW-101472	2	INGULF ST	MORENA BL	CHICAGO ST	CLAIREMONT MESA
SW-101475	2	INGULF ST	CHICAGO ST	DENVER ST	CLAIREMONT MESA
SW-101504	2	DENVER ST	LISTER ST	KANE ST	CLAIREMONT MESA
SW-101506	2	DENVER ST	KANE ST	JELLETT ST	CLAIREMONT MESA
SW-101509	2	KANE ST	MORENA BL	CHICAGO ST	CLAIREMONT MESA
SW-101512	2	CHICAGO ST	LISTER ST	KANE ST	CLAIREMONT MESA
SW-101514	2	CHICAGO ST	LISTER ST	KANE ST	CLAIREMONT MESA
SW-101540	2	MILTON ST	MORENA BL	CHICAGO ST	CLAIREMONT MESA
SW-101574	2	CHICAGO ST	JELLETT ST	INGULF ST	CLAIREMONT MESA
SW-101617	2	MILTON ST	DENVER ST	ERIE ST	CLAIREMONT MESA
SW-101618	2	MILTON ST	CHICAGO ST	DENVER ST	CLAIREMONT MESA
SW-101619	2	MILTON ST	MORENA BL	CHICAGO ST	CLAIREMONT MESA
SW-102272	2	GILA AV	INDIAN WY	JOPLIN AV	CLAIREMONT MESA

APPENDIX B
FIRE HYDRANT METER PROGRAM

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

1. **PURPOSE**

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

2. **AUTHORITY**

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

Reference

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

3. **DEFINITIONS**

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

CITY OF SAN DIEGO CALIFORNIA DEPARTMENT INSTRUCTIONS	NUMBER DI 55.27	DEPARTMENT Water Department
SUBJECT FIRE HYDRANT METER PROGRAM (FORMERLY: CONSTRUCTION METER PROGRAM)	PAGE 2 OF 10	EFFECTIVE DATE October 15, 2002
	SUPERSEDES DI 55.27	DATED April 21, 2000

- 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.

CITY OF SAN DIEGO CALIFORNIA DEPARTMENT INSTRUCTIONS	NUMBER DI 55.27	DEPARTMENT Water Department
SUBJECT FIRE HYDRANT METER PROGRAM (FORMERLY: CONSTRUCTION METER PROGRAM)	PAGE 3 OF 10	EFFECTIVE DATE October 15, 2002
	SUPERSEDES DI 55.27	DATED April 21, 2000

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.

CITY OF SAN DIEGO CALIFORNIA DEPARTMENT INSTRUCTIONS	NUMBER DI 55.27	DEPARTMENT Water Department
SUBJECT FIRE HYDRANT METER PROGRAM (FORMERLY: CONSTRUCTION METER PROGRAM)	PAGE 4 OF 10	EFFECTIVE DATE October 15, 2002
	SUPERSEDES DI 55.27	DATED April 21, 2000

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

4.6 Conditions and Processes for Issuance of a Fire Hydrant Meter

Process for Issuance

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

CITY OF SAN DIEGO CALIFORNIA DEPARTMENT INSTRUCTIONS	NUMBER DI 55.27	DEPARTMENT Water Department
SUBJECT FIRE HYDRANT METER PROGRAM (FORMERLY: CONSTRUCTION METER PROGRAM)	PAGE 5 OF 10	EFFECTIVE DATE October 15, 2002
	SUPERSEDES DI 55.27	DATED April 21, 2000

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

CITY OF SAN DIEGO CALIFORNIA DEPARTMENT INSTRUCTIONS	NUMBER DI 55.27	DEPARTMENT Water Department
SUBJECT FIRE HYDRANT METER PROGRAM (FORMERLY: CONSTRUCTION METER PROGRAM)	PAGE 6 OF 10	EFFECTIVE DATE October 15, 2002
	SUPERSEDES DI 55.27	DATED April 21, 2000

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

CITY OF SAN DIEGO CALIFORNIA DEPARTMENT INSTRUCTIONS	NUMBER DI 55.27	DEPARTMENT Water Department
SUBJECT FIRE HYDRANT METER PROGRAM (FORMERLY: CONSTRUCTION METER PROGRAM)	PAGE 7 OF 10	EFFECTIVE DATE October 15, 2002
	SUPERSEDES DI 55.27	DATED April 21, 2000

for removal of the meter.

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

5. **EXCEPTIONS**

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

6. **MOBILE METER**

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

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

CITY OF SAN DIEGO CALIFORNIA DEPARTMENT INSTRUCTIONS	NUMBER DI 55.27	DEPARTMENT Water Department
SUBJECT FIRE HYDRANT METER PROGRAM (FORMERLY: CONSTRUCTION METER PROGRAM)	PAGE 8 OF 10	EFFECTIVE DATE October 15, 2002
	SUPERSEDES DI 55.27	DATED April 21, 2000

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 DEPARTMENT INSTRUCTIONS	NUMBER DI 55.27	DEPARTMENT Water Department
SUBJECT FIRE HYDRANT METER PROGRAM (FORMERLY: CONSTRUCTION METER PROGRAM)	PAGE 9 OF 10	EFFECTIVE DATE October 15, 2002
	SUPERSEDES DI 55.27	DATED 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. These deposits and fees will be amended, as needed, based on actual costs. Deposits, will be refunded at the end of the use of the fire hydrant meter, upon return of equipment in good working condition and all outstanding balances on account are paid. Deposits can also be used to cover outstanding balances.

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

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

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

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

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

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

CITY OF SAN DIEGO CALIFORNIA DEPARTMENT INSTRUCTIONS	NUMBER DI 55.27	DEPARTMENT Water Department
SUBJECT FIRE HYDRANT METER PROGRAM (FORMERLY: CONSTRUCTION METER PROGRAM)	PAGE 10 OF 10	EFFECTIVE DATE 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 Hydrant Meter (EXHIBIT A)

(For Office Use Only)

NS REQ	FAC#
DATE	BY

METER SHOP (619) 527-7449

Meter Information

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

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

Company Information

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

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

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

WATER USES WITHOUT ANTICIPATED CHARGES FOR RETURN TO SEWER

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

Note:

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

Date

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

Subject: Discontinuation of Fire Hydrant Meter Service

Dear Water Department Customer:

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

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

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

Sincerely,

Water Department

APPENDIX C

MATERIALS TYPICALLY ACCEPTED BY CERTIFICATE OF COMPLIANCE

MATERIALS TYPICALLY ACCEPTED BY CERTIFICATE OF COMPLIANCE

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

APPENDIX D

SAMPLE CITY INVOICE WITH CASH FLOW FORECAST

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

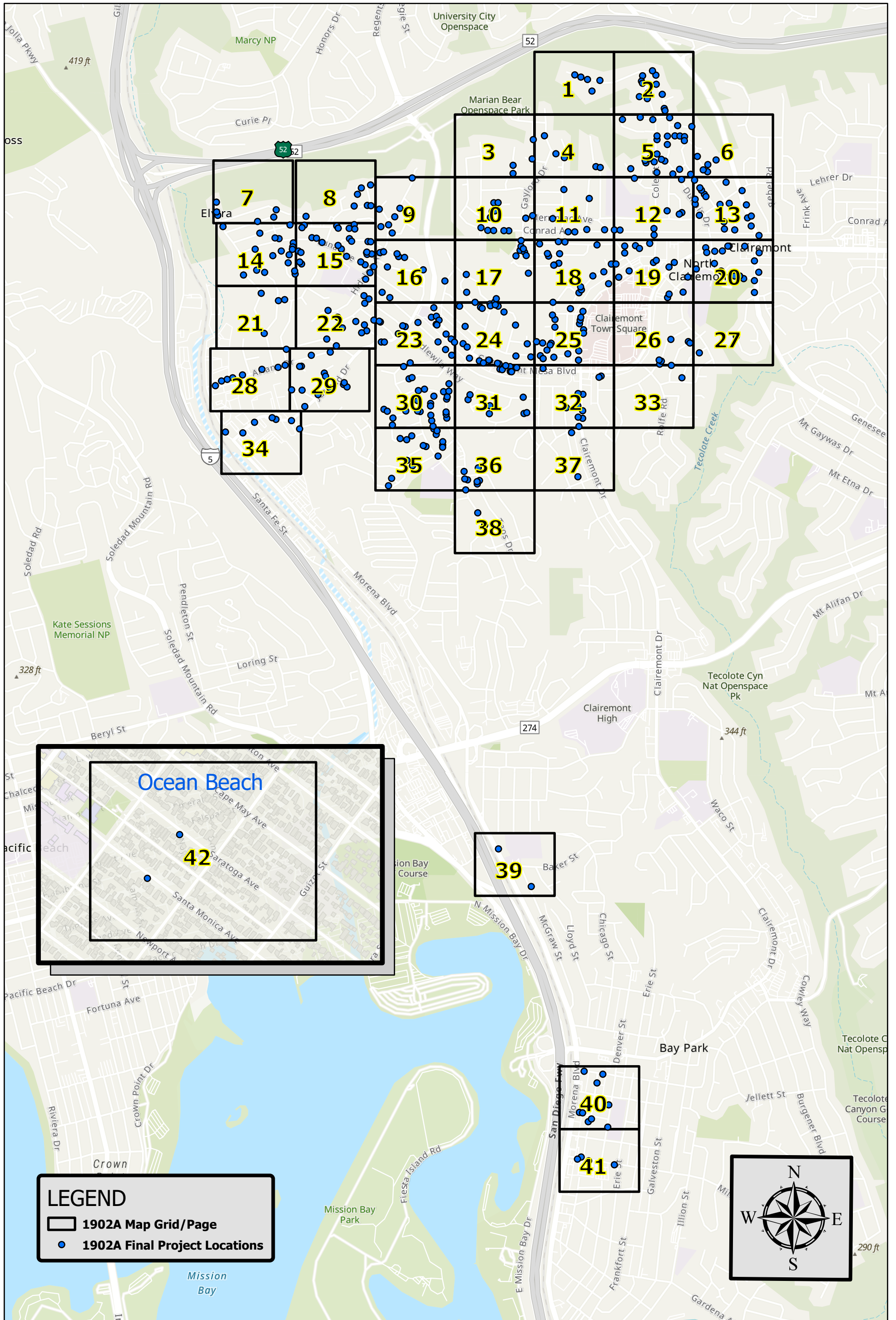
Construction Cash Flow Forecast

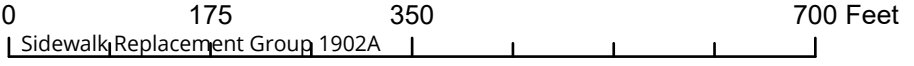
"Sewer and Water Group Job 965 (W)"

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												

SAMPLE REFERENCE

APPENDIX E
LOCATION MAPS





Sidewalk Replacement Group 1902A

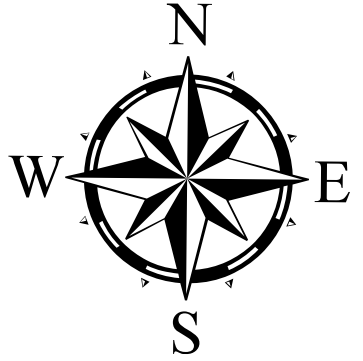
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LEGEND

- Street Name
- 1902A Final Project Locations

NOTES:



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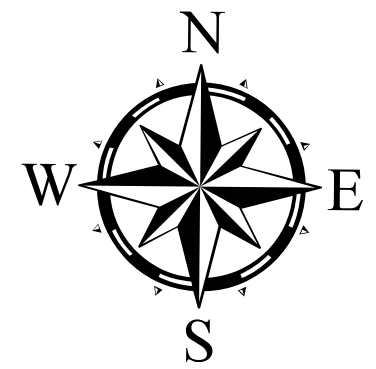


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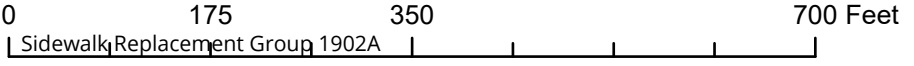
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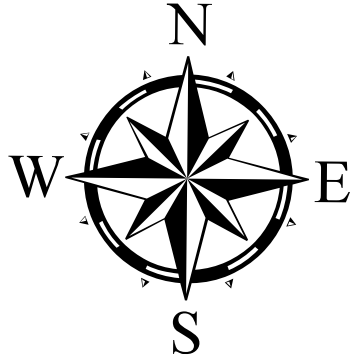
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Transportation Department
 Street Division
 Sidewalk Replacement Group 1902A

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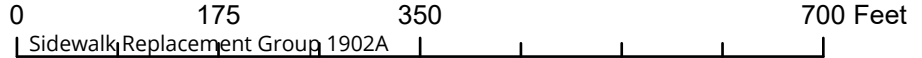
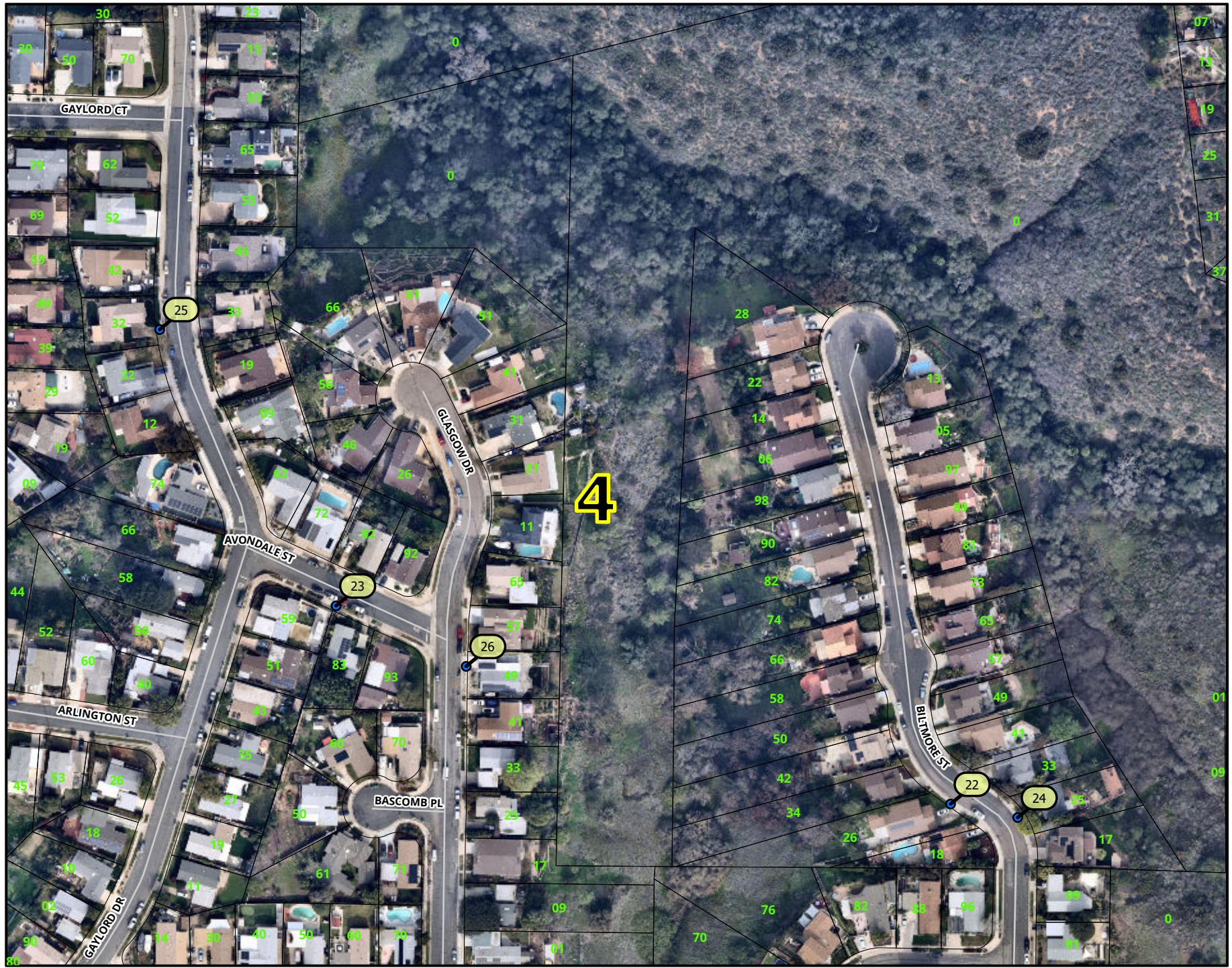
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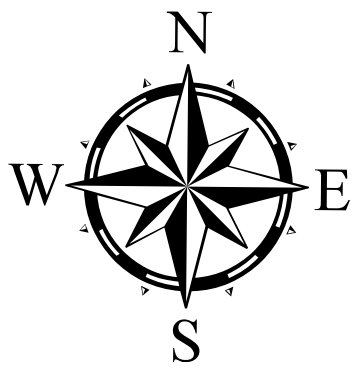


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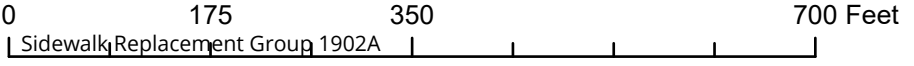
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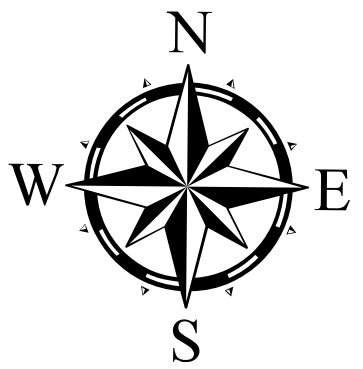
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Transportation Department
 Street Division
 Sidewalk Replacement Group 1902A

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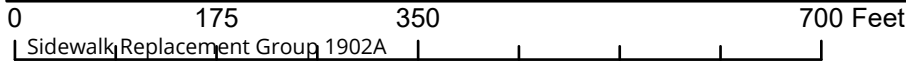
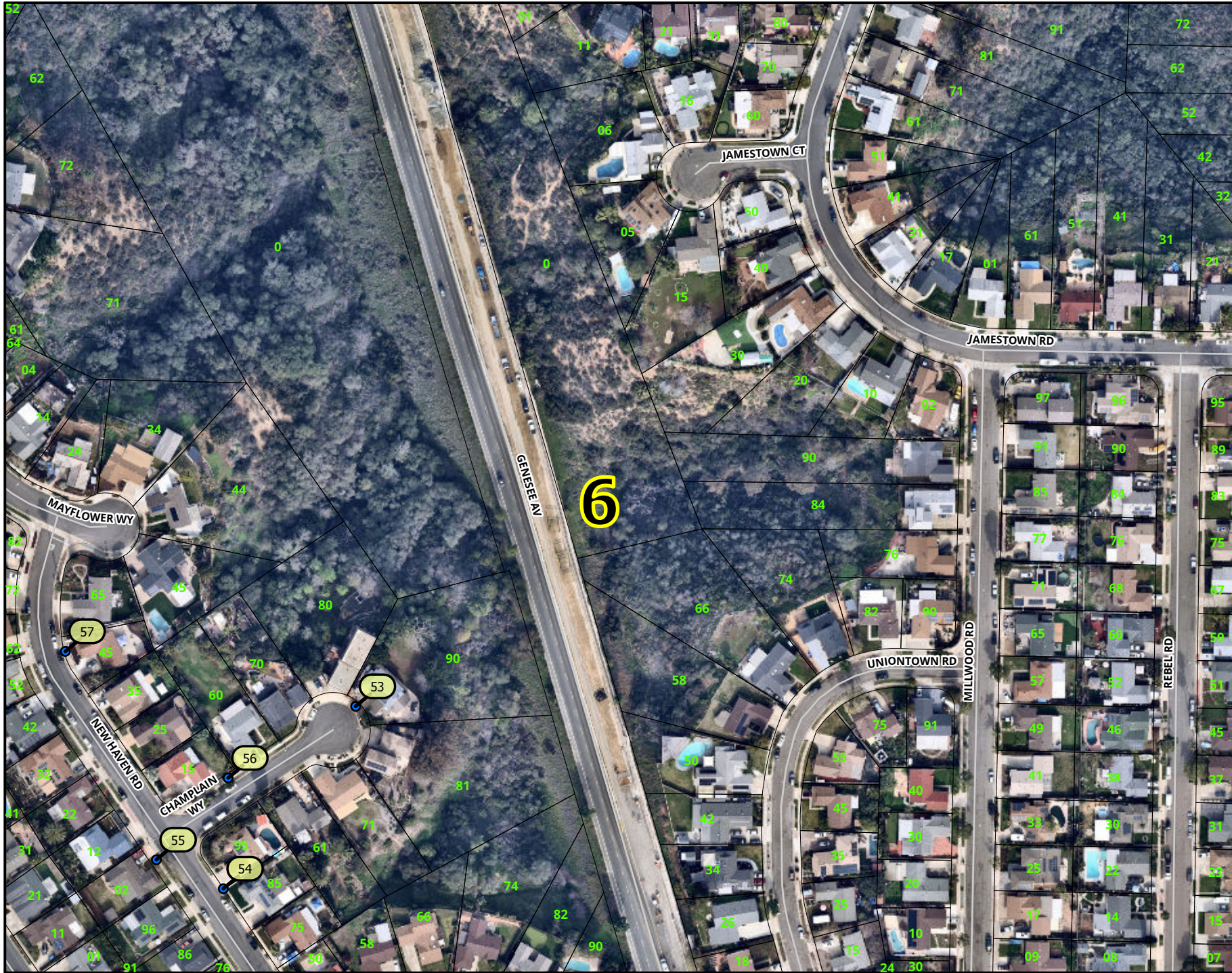
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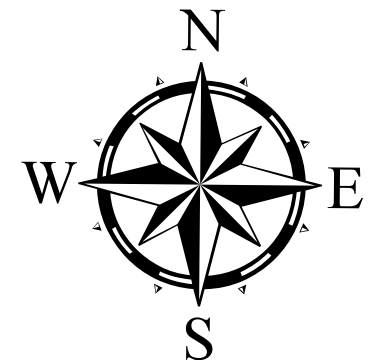




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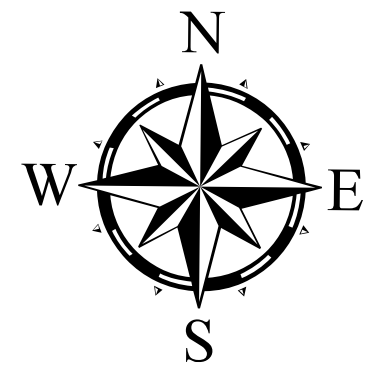
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- 1902A Final Project Locations

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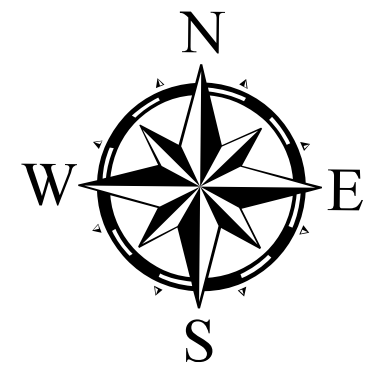
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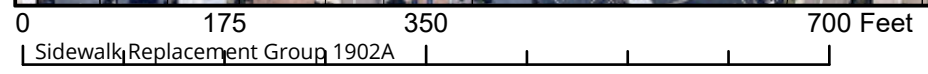
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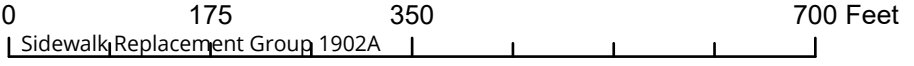
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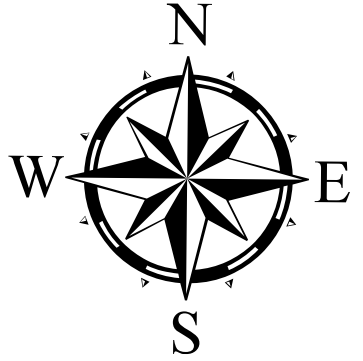




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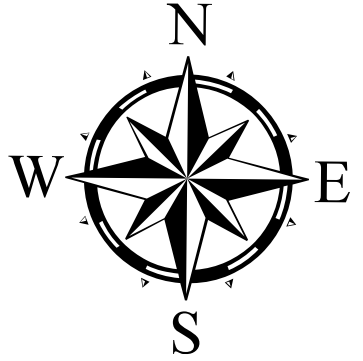
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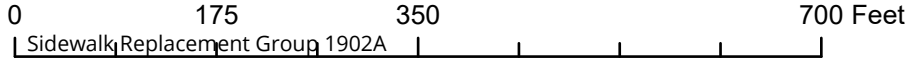
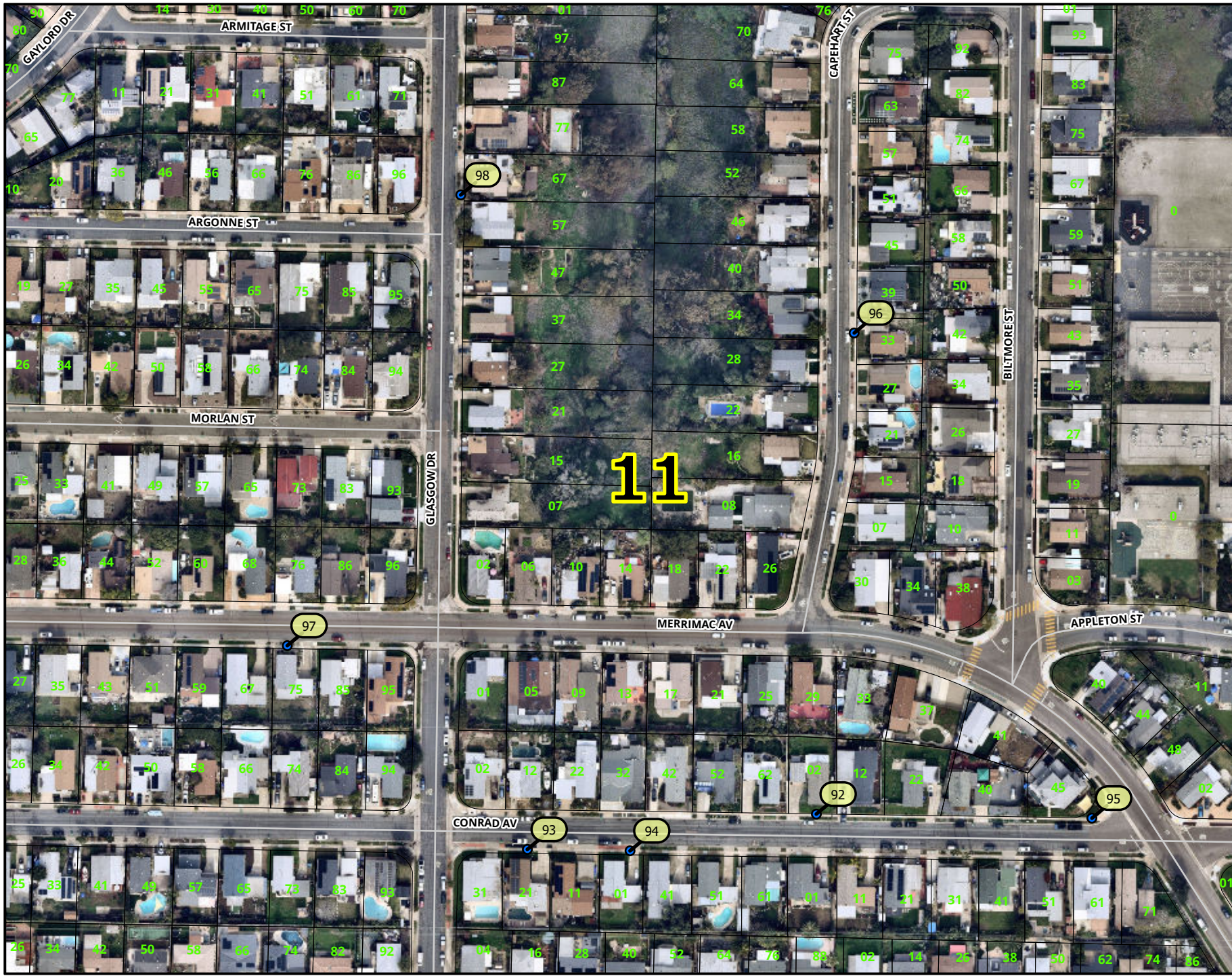
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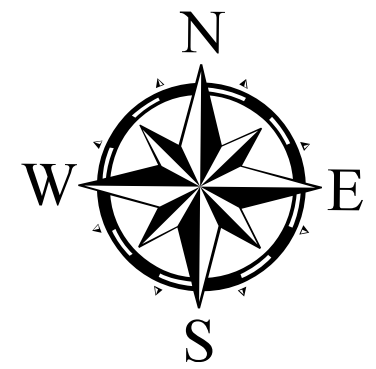


Transportation Department
 Street Division
 Sidewalk Replacement Group 1902A

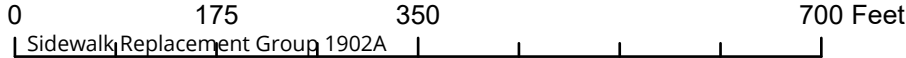
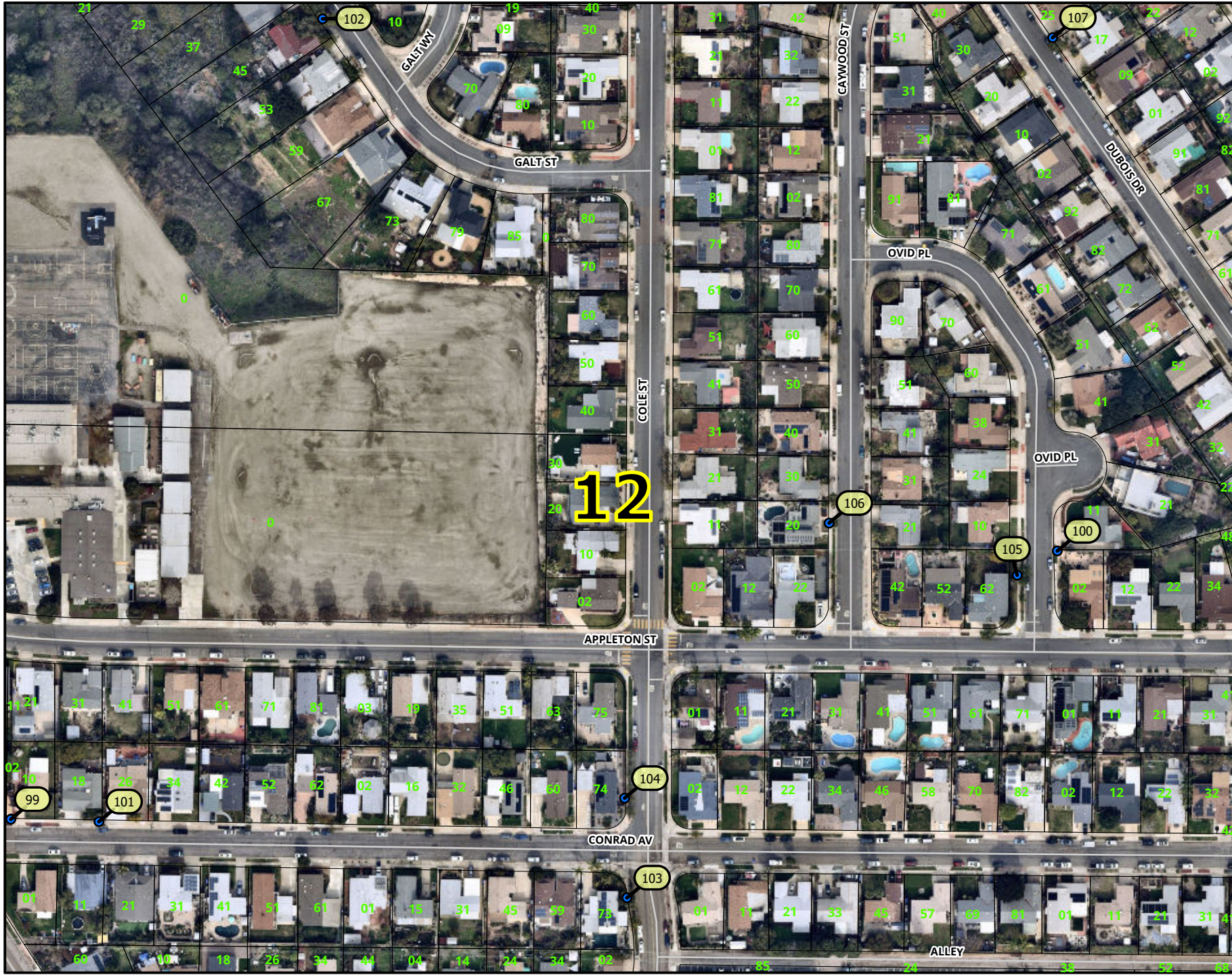
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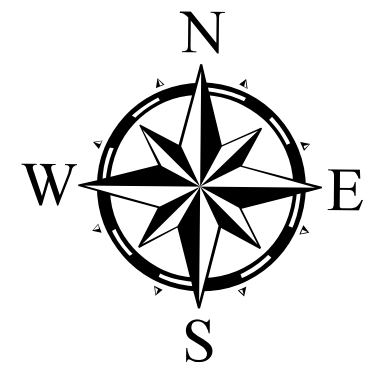
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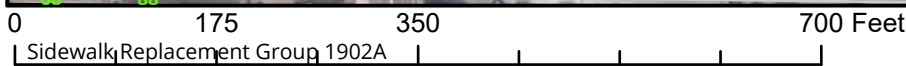
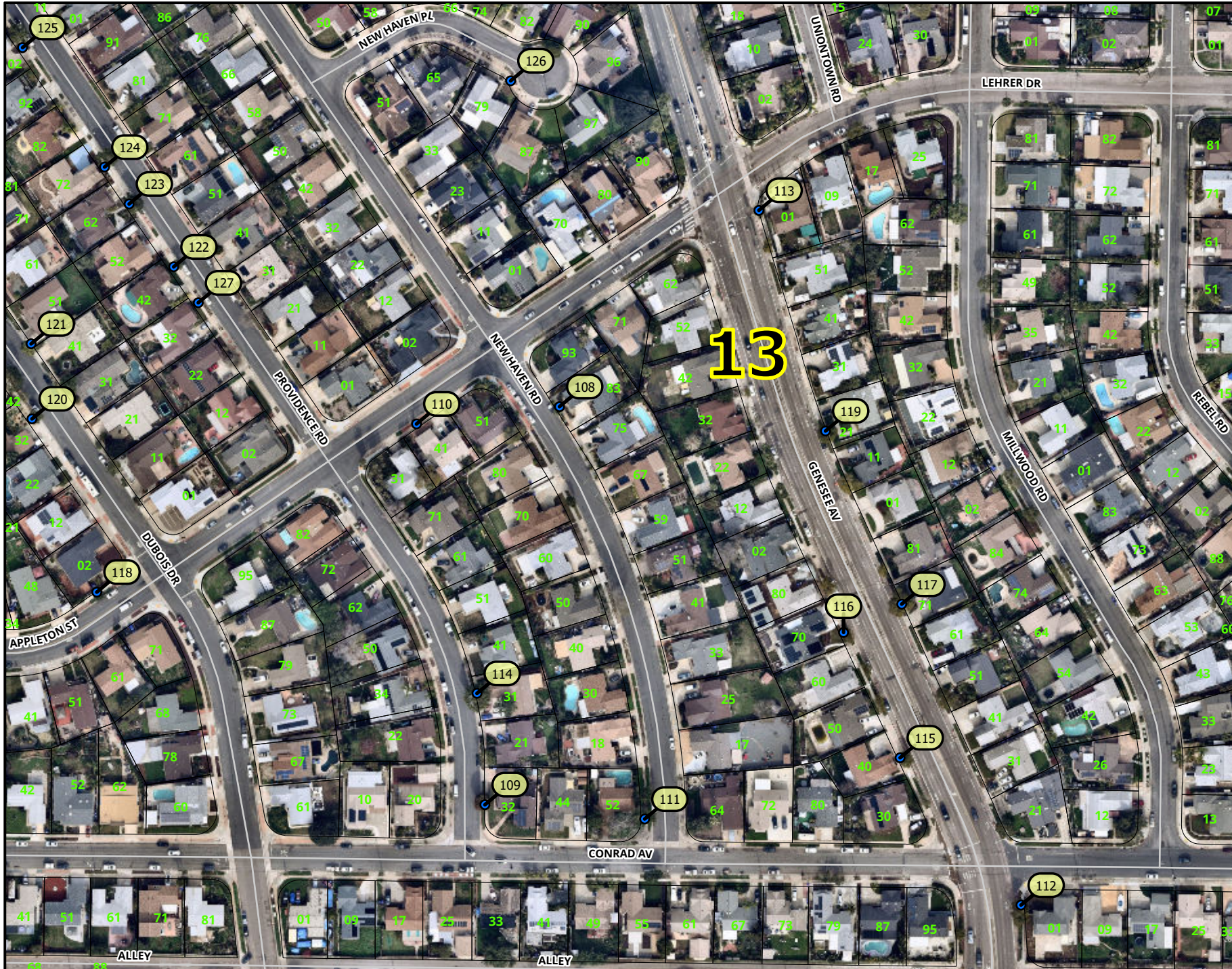
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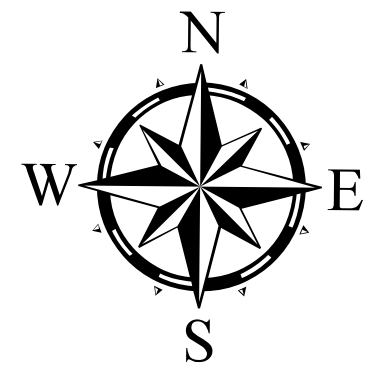
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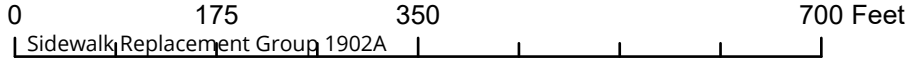
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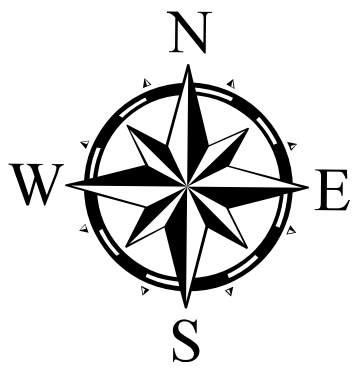


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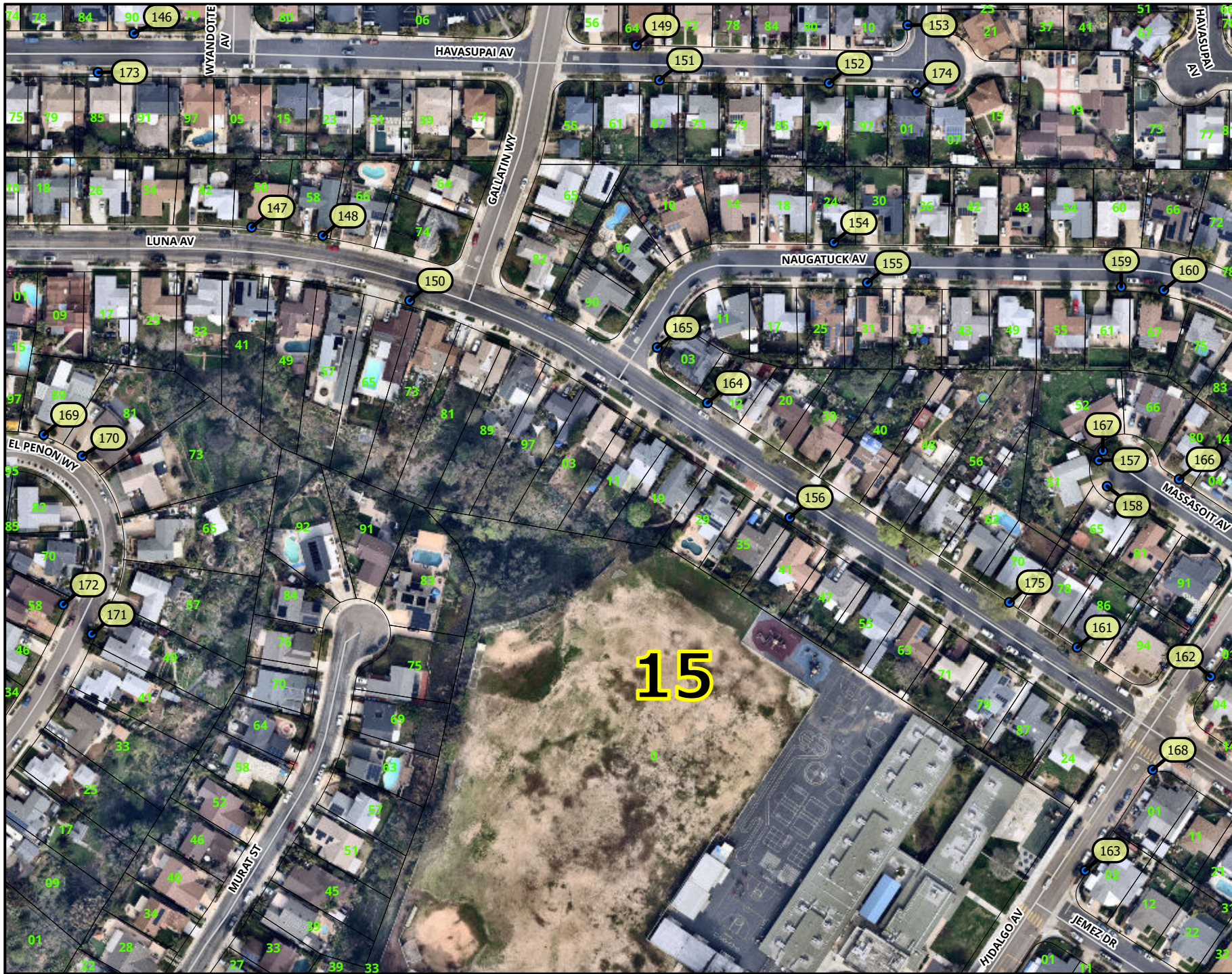
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- 1902A Final Project Locations

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0 175 350 700 Feet

Sidewalk Replacement Group 1902A

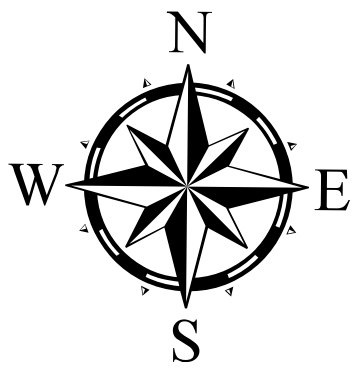
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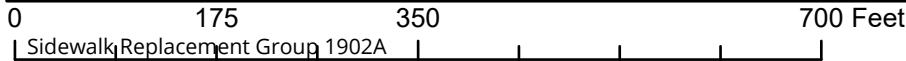
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- 1902A Final Project Locations

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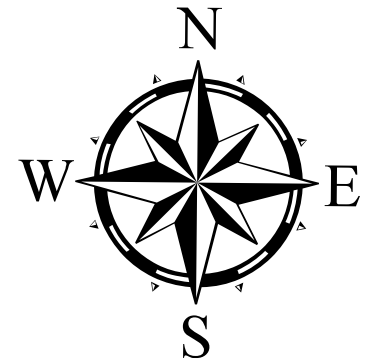
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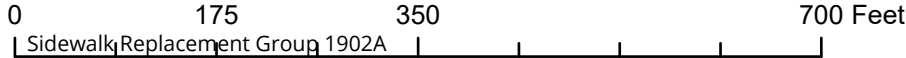
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- Street Name
- 1902A Final Project Locations

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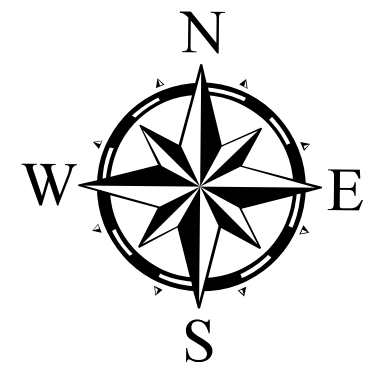
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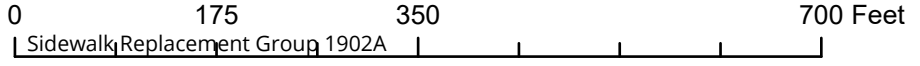
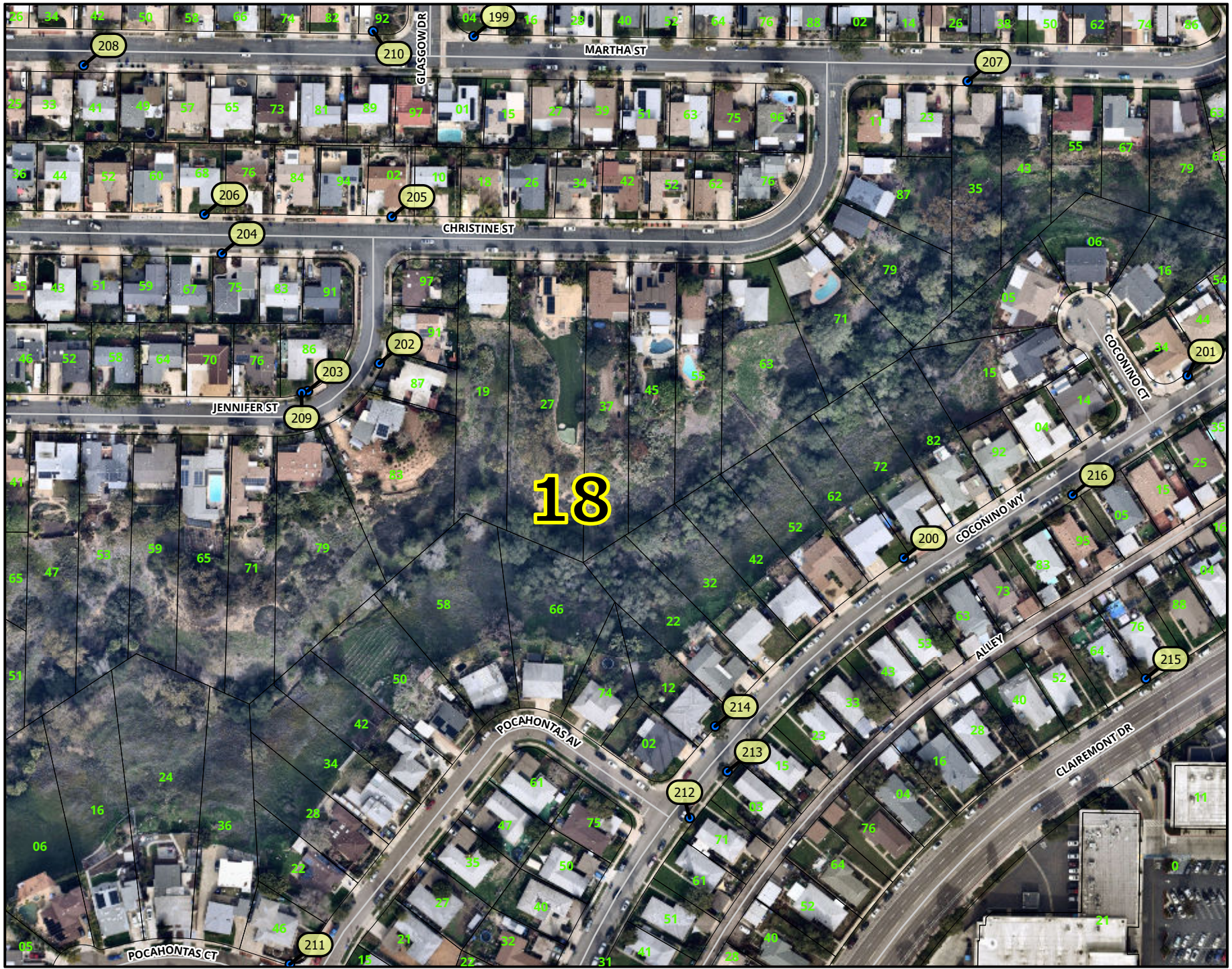
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- Street Name
- 1902A Final Project Locations

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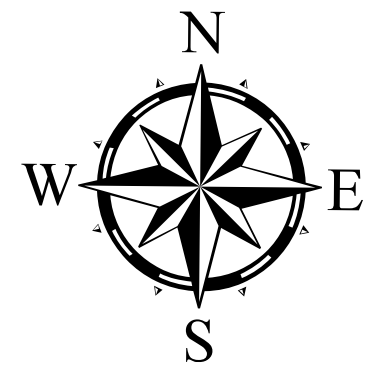


K-24-2236-DBB-3

LEGEND

- Street Name
- 1902A Final Project Locations

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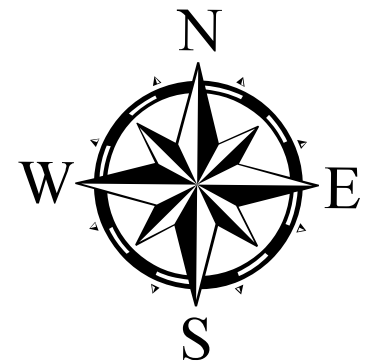




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- Street Name
- 1902A Final Project Locations

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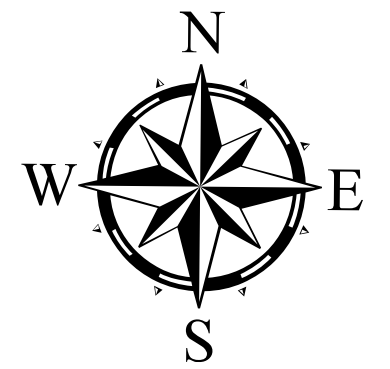


Transportation Department
 Street Division
 Sidewalk Replacement Group 1902A

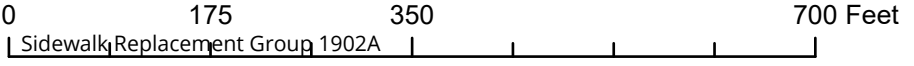
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- Street Name
- 1902A Final Project Locations

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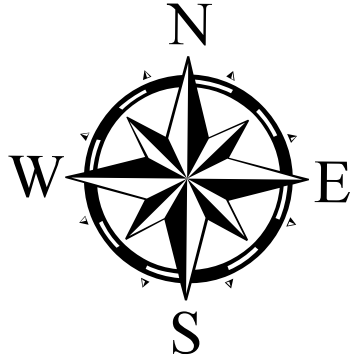
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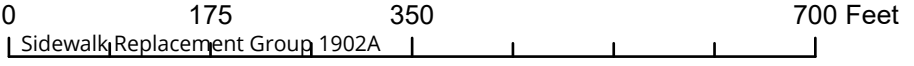
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- Street Name
- 1902A Final Project Locations

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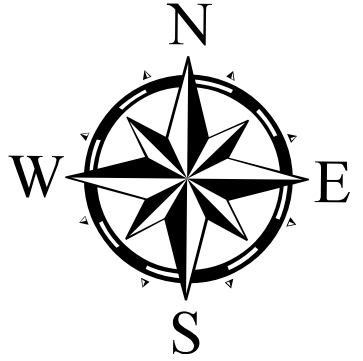


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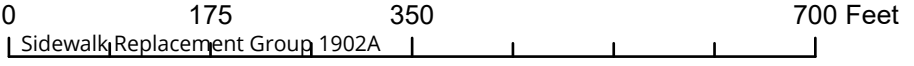
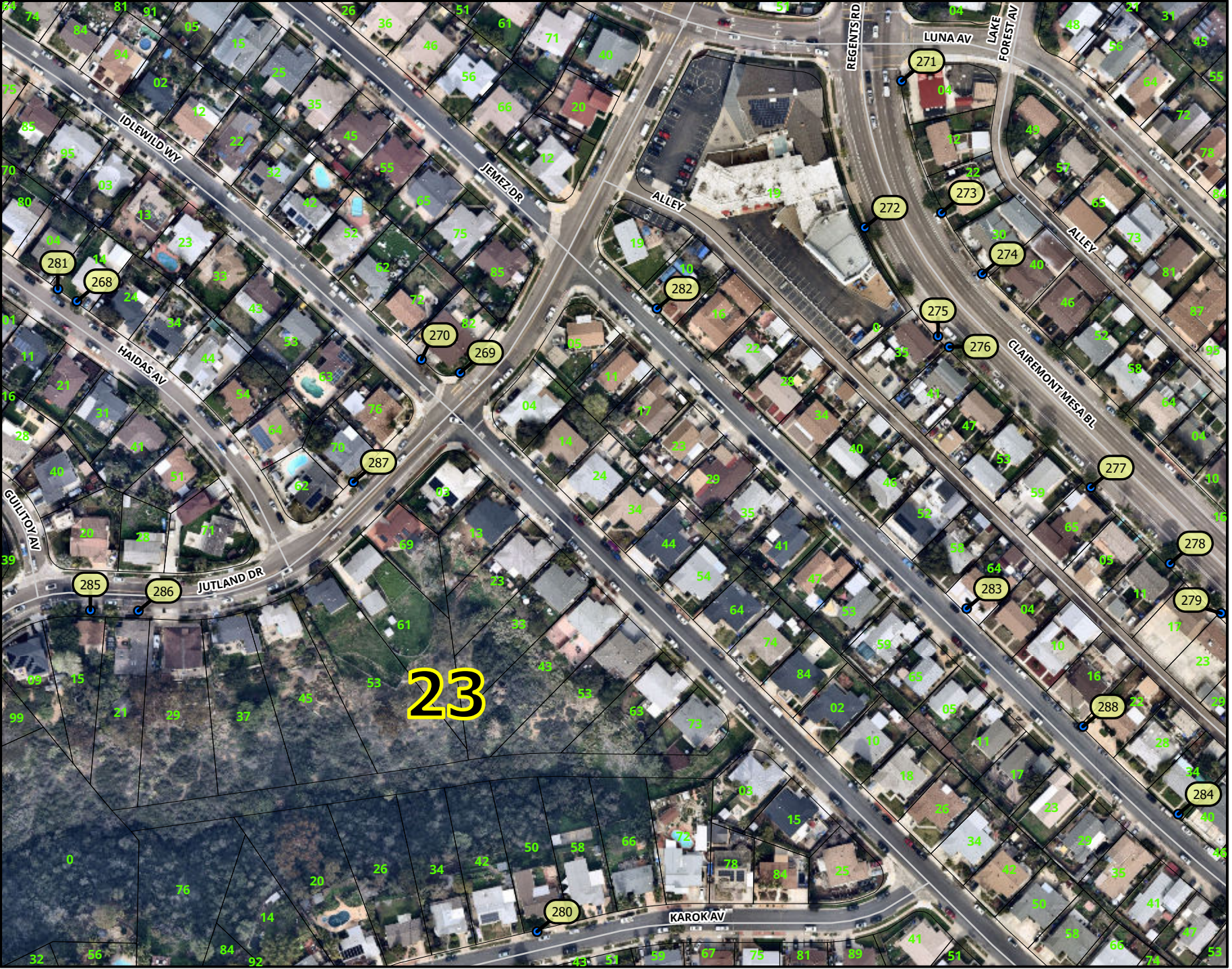
- Street Name
- 1902A Final Project Locations

NOTES:



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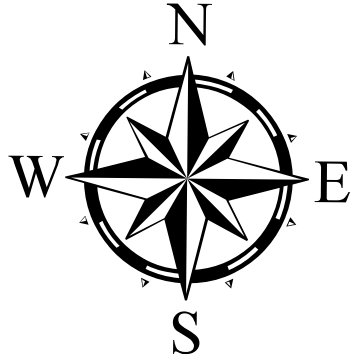


K-24-2236-DBB-3

LEGEND

- Street Name
- 1902A Final Project Locations

NOTES:



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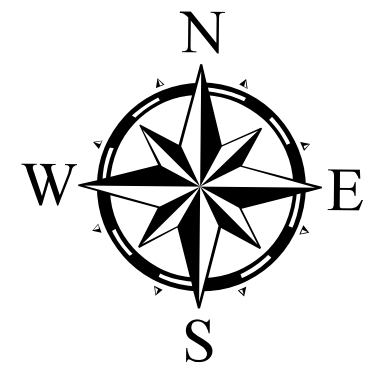




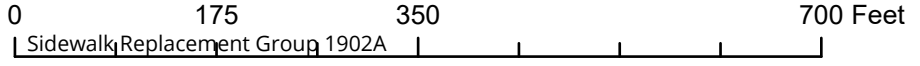
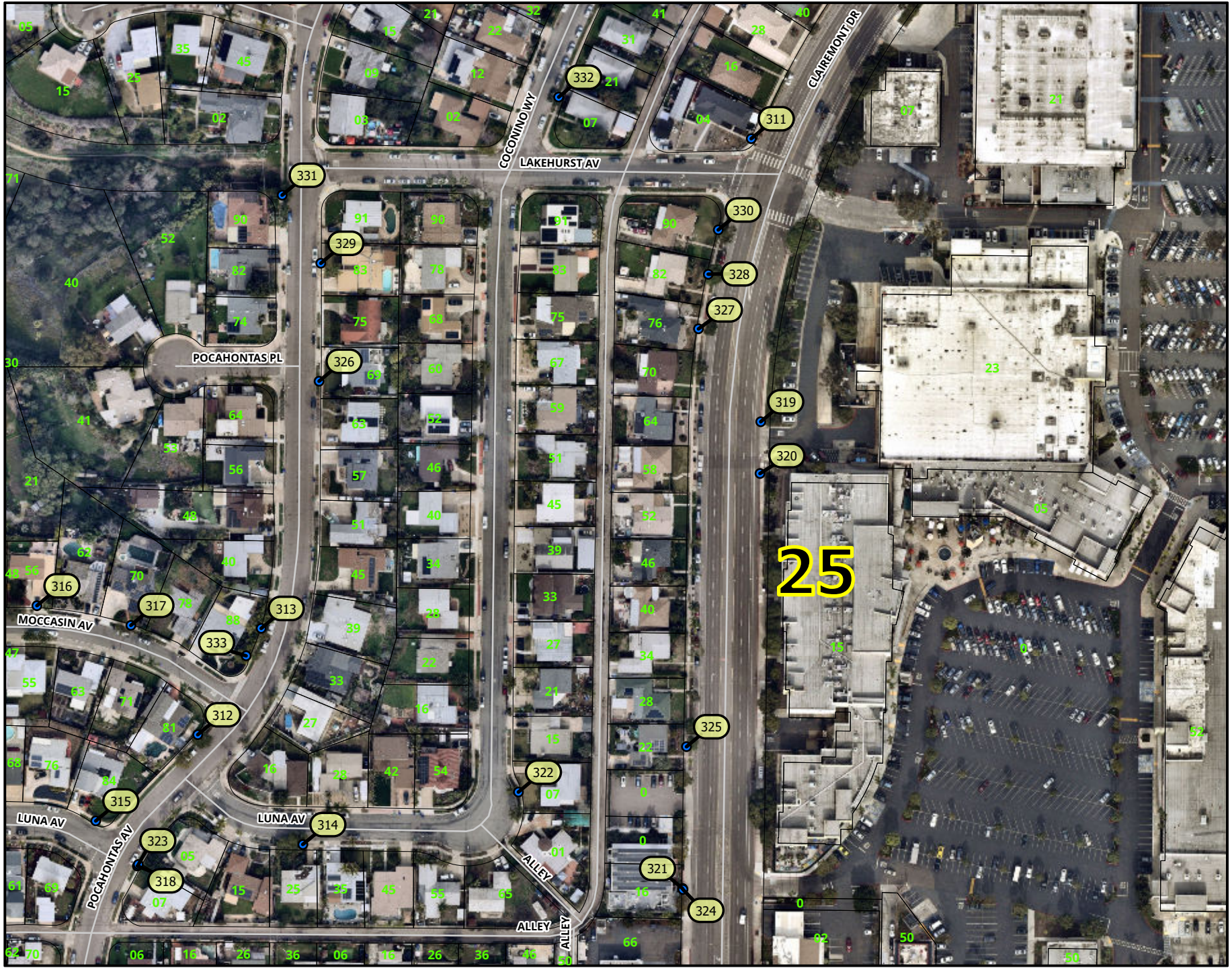
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- 1902A Final Project Locations

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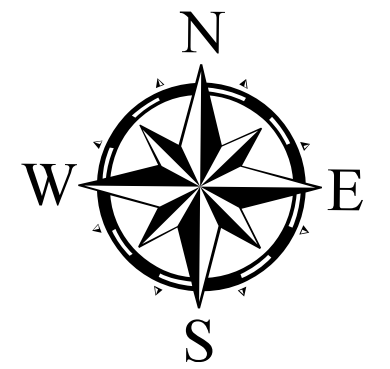
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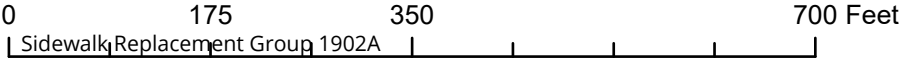
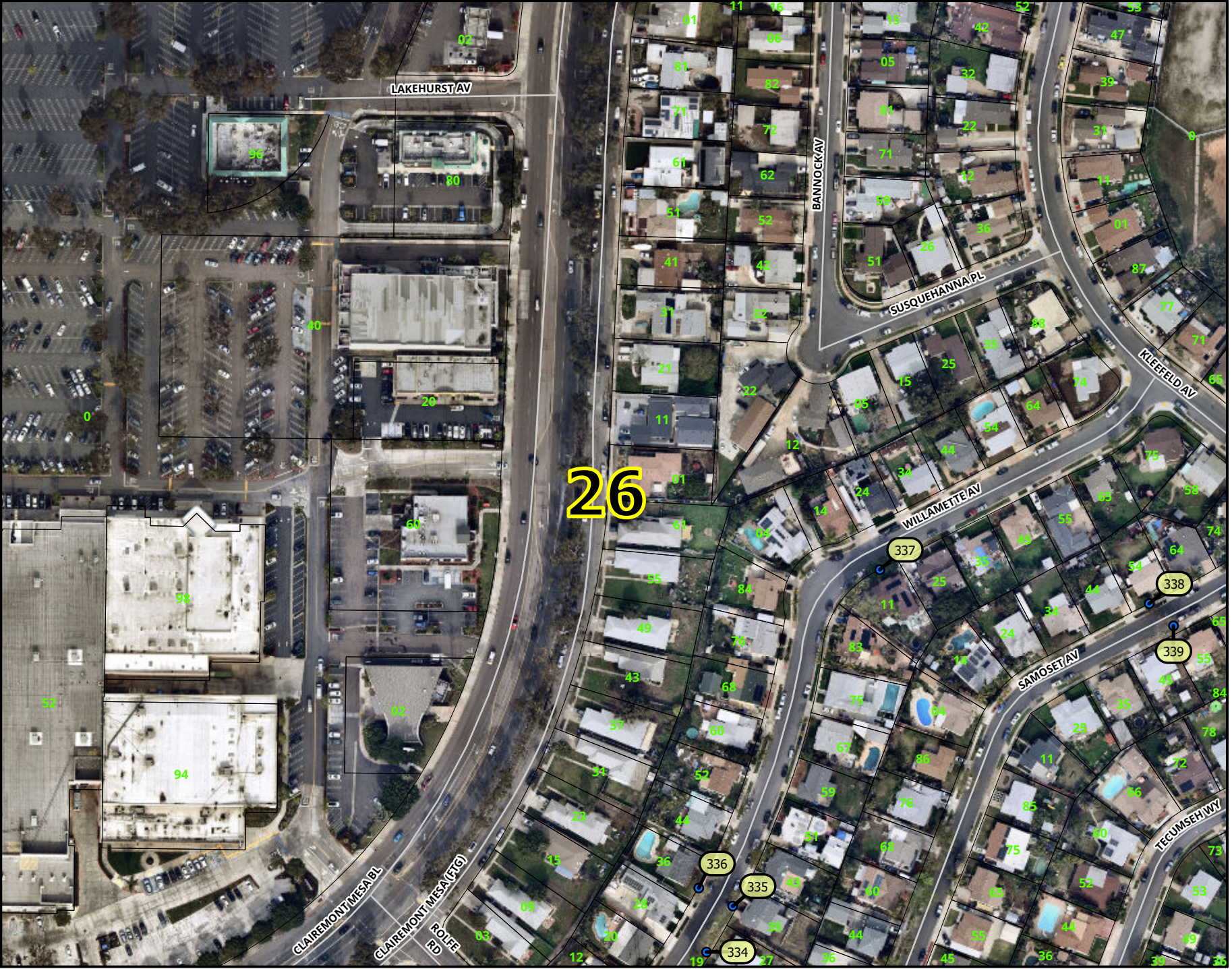
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- Street Name
- 1902A Final Project Locations

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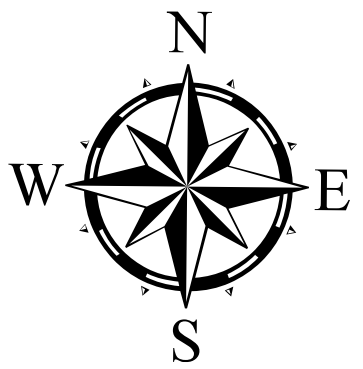
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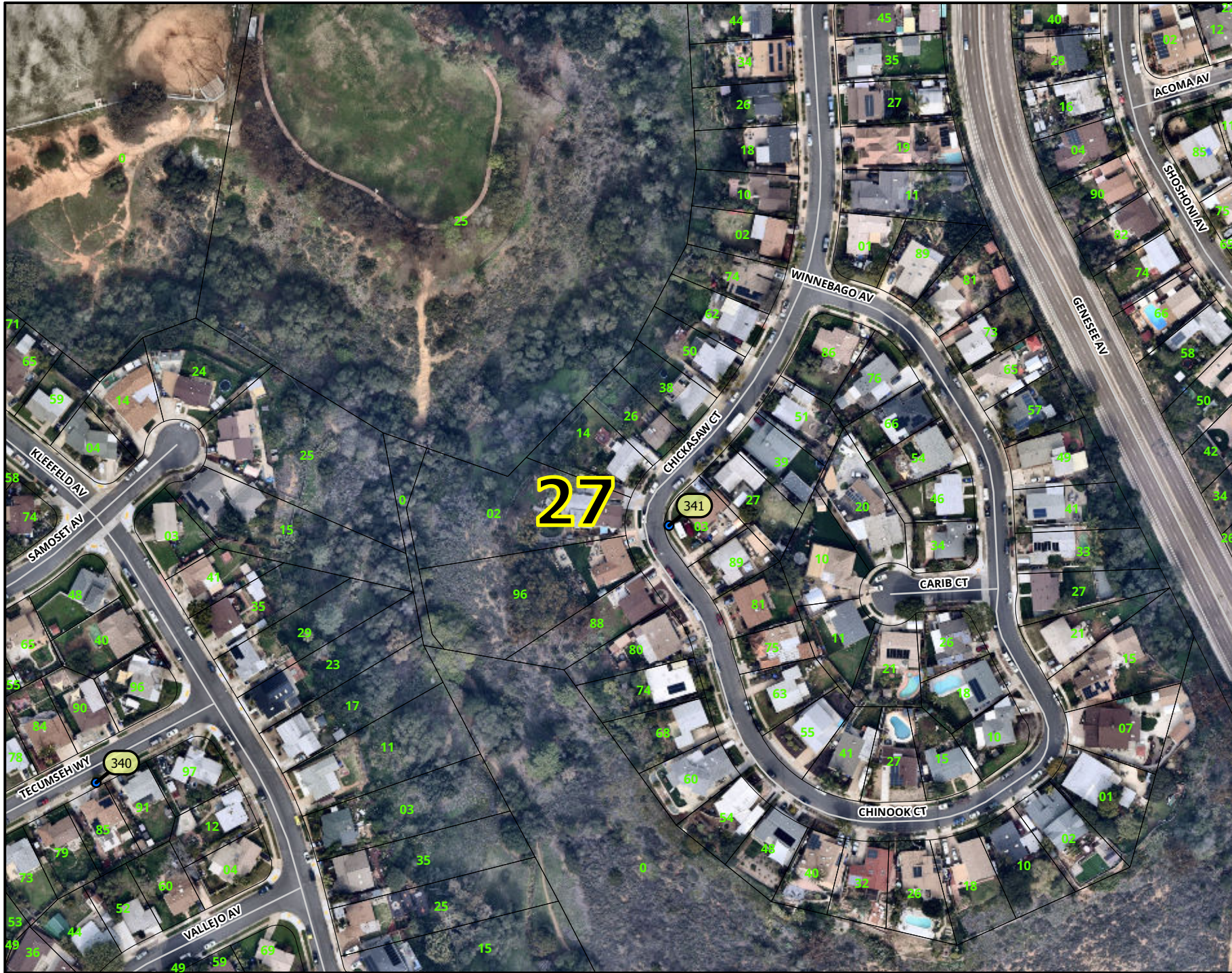
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- Street Name
- 1902A Final Project Locations

NOTES:



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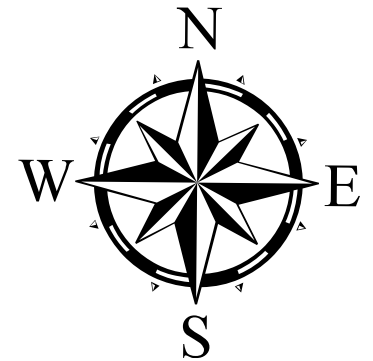


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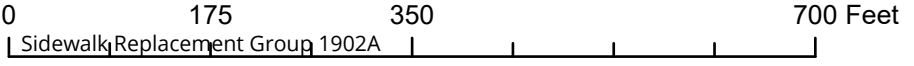
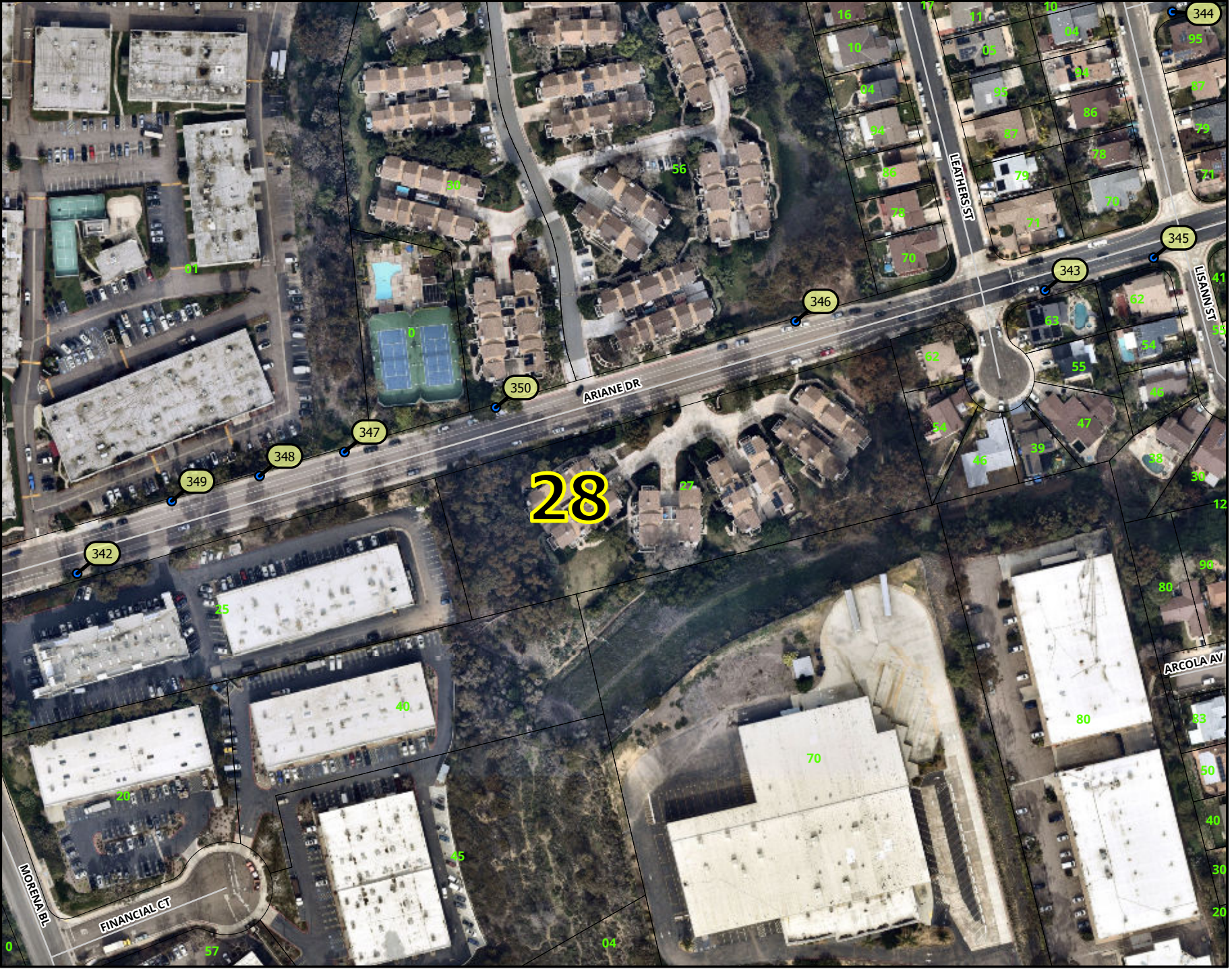
- Street Name
- 1902A Final Project Locations

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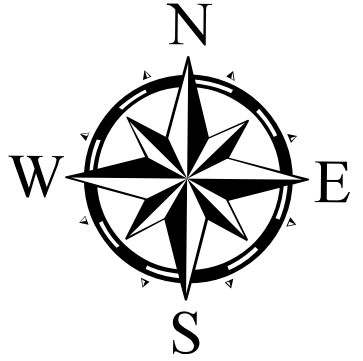


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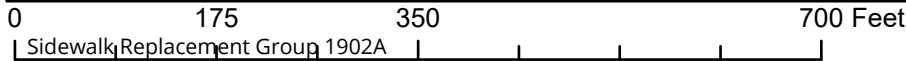
- Street Name
- 1902A Final Project Locations

NOTES:



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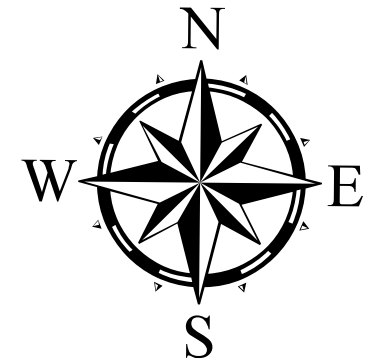




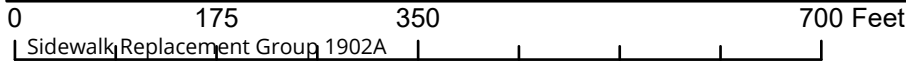
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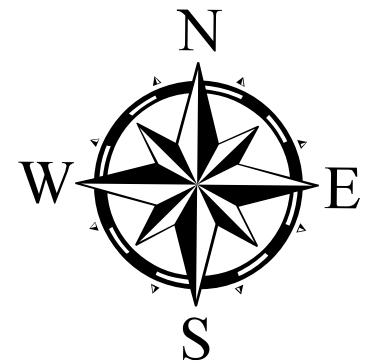
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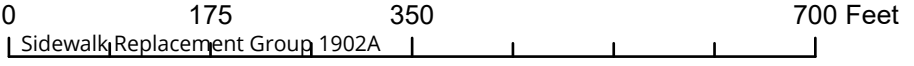
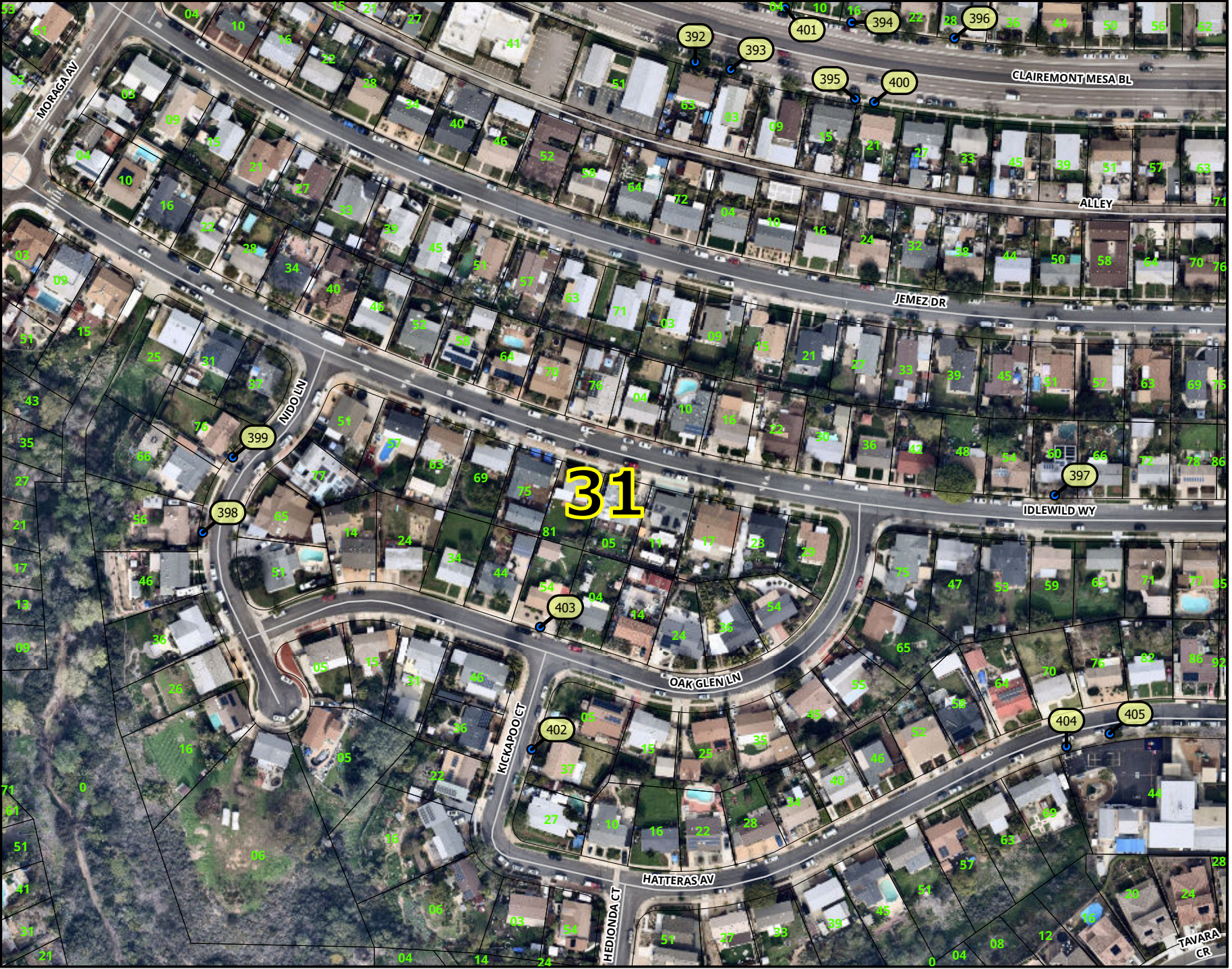
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- 1902A Final Project Locations

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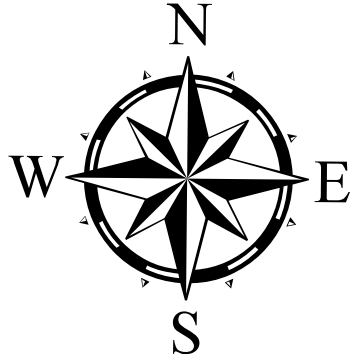
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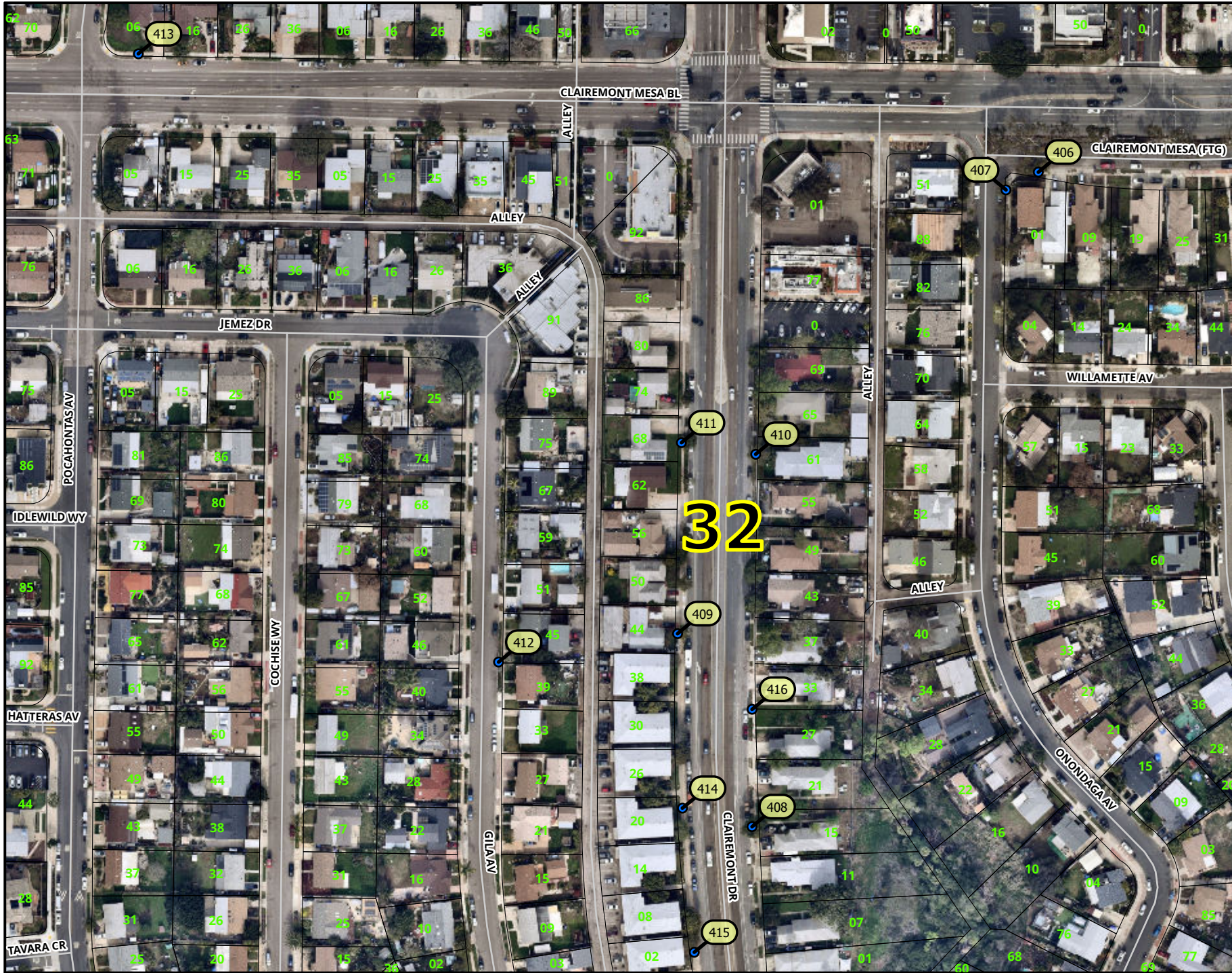
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- 1902A Final Project Locations

NOTES:



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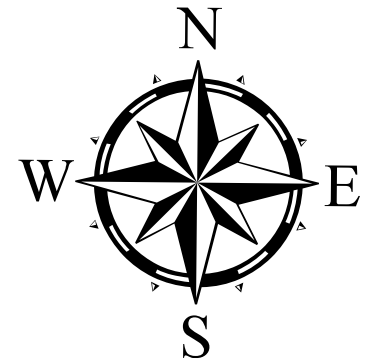


Transportation Department
 Street Division
 Sidewalk Replacement Group 1902A

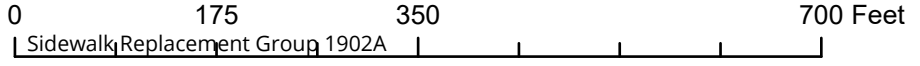
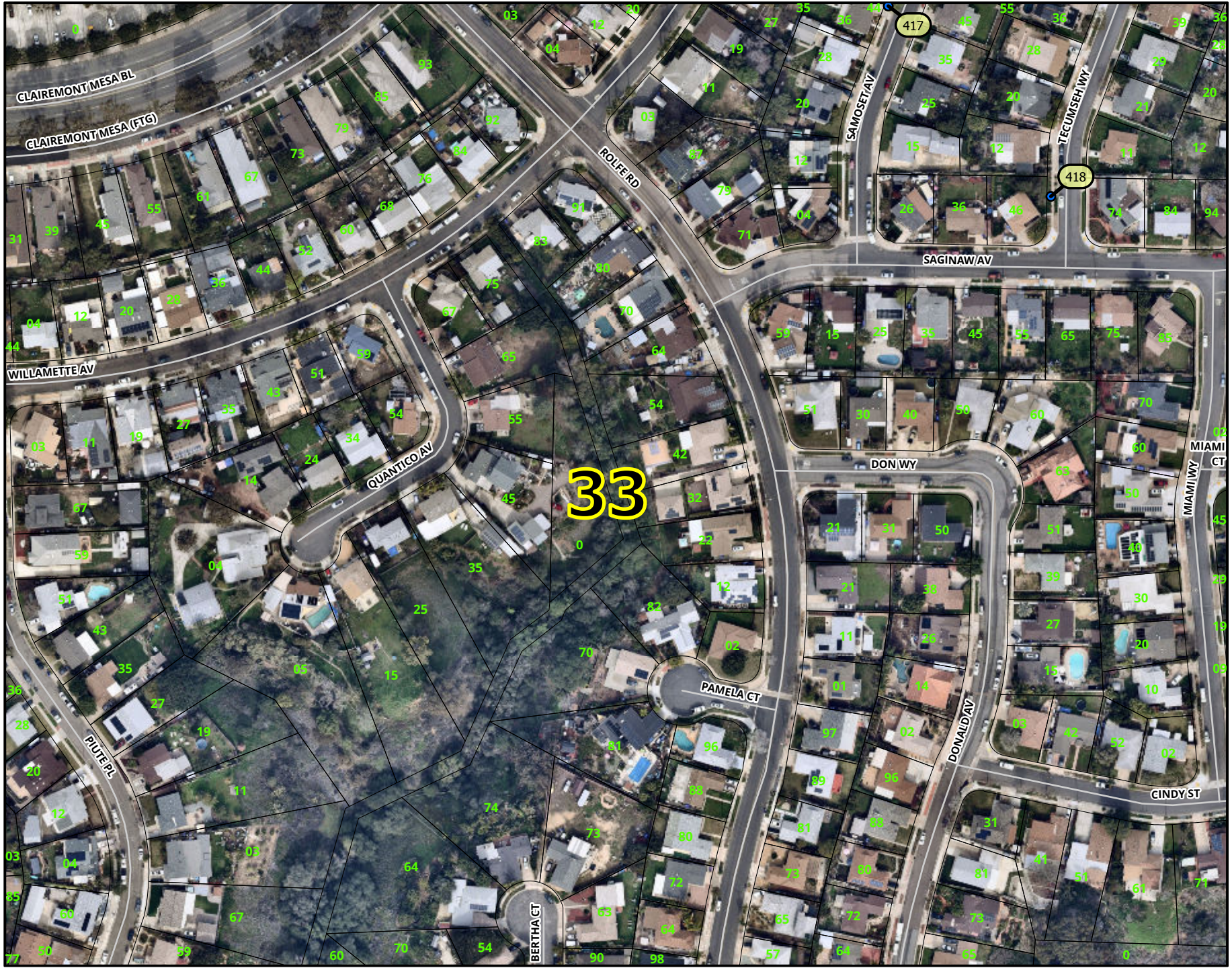
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- 1902A Final Project Locations

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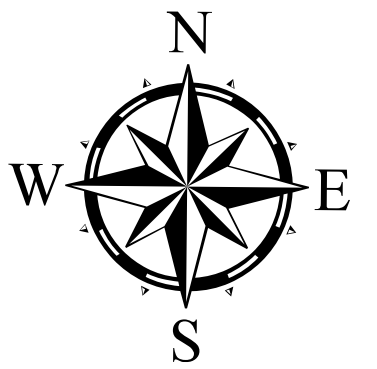


K-24-2236-DBB-3

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- Street Name
- 1902A Final Project Locations

NOTES:



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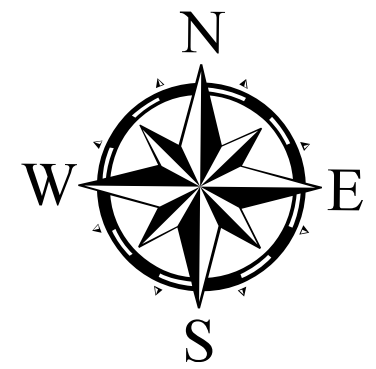




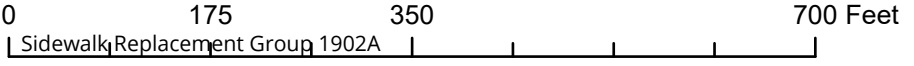
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- 1902A Final Project Locations

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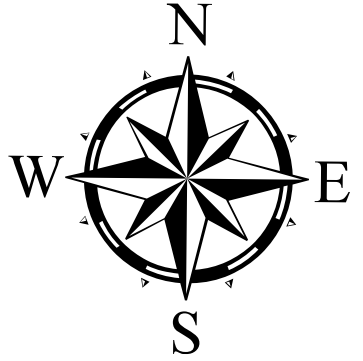
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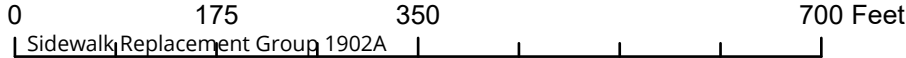
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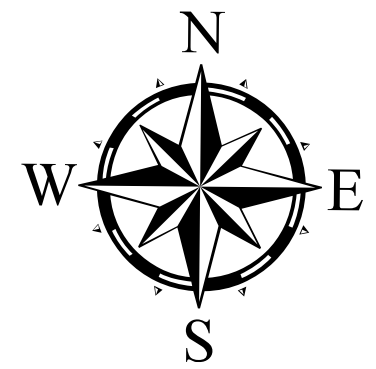
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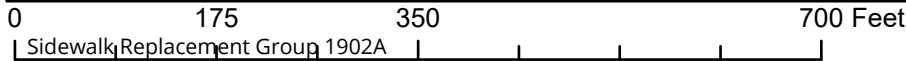
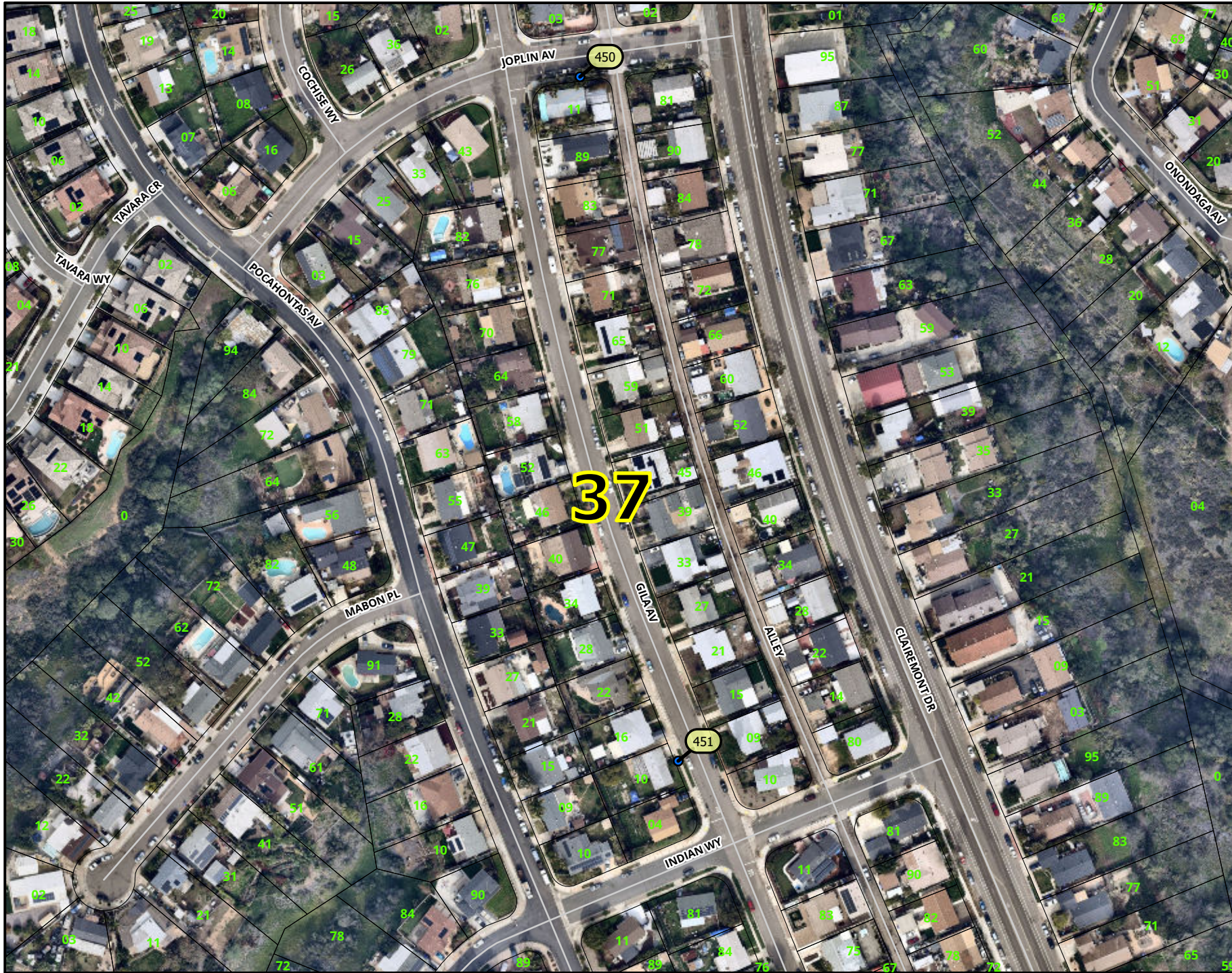
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- 1902A Final Project Locations

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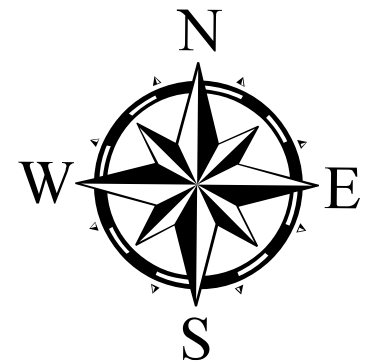


K-24-2236-DBB-3

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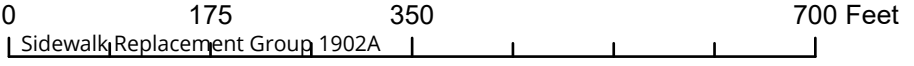
- Street Name
- 1902A Final Project Locations

NOTES:



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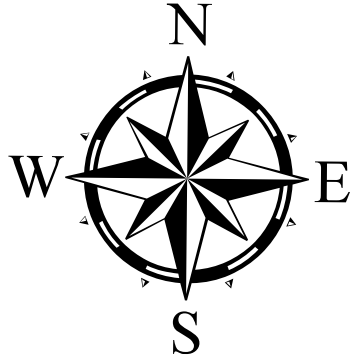




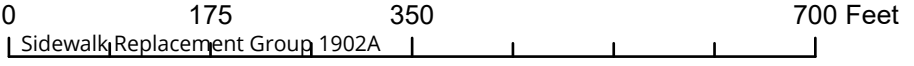
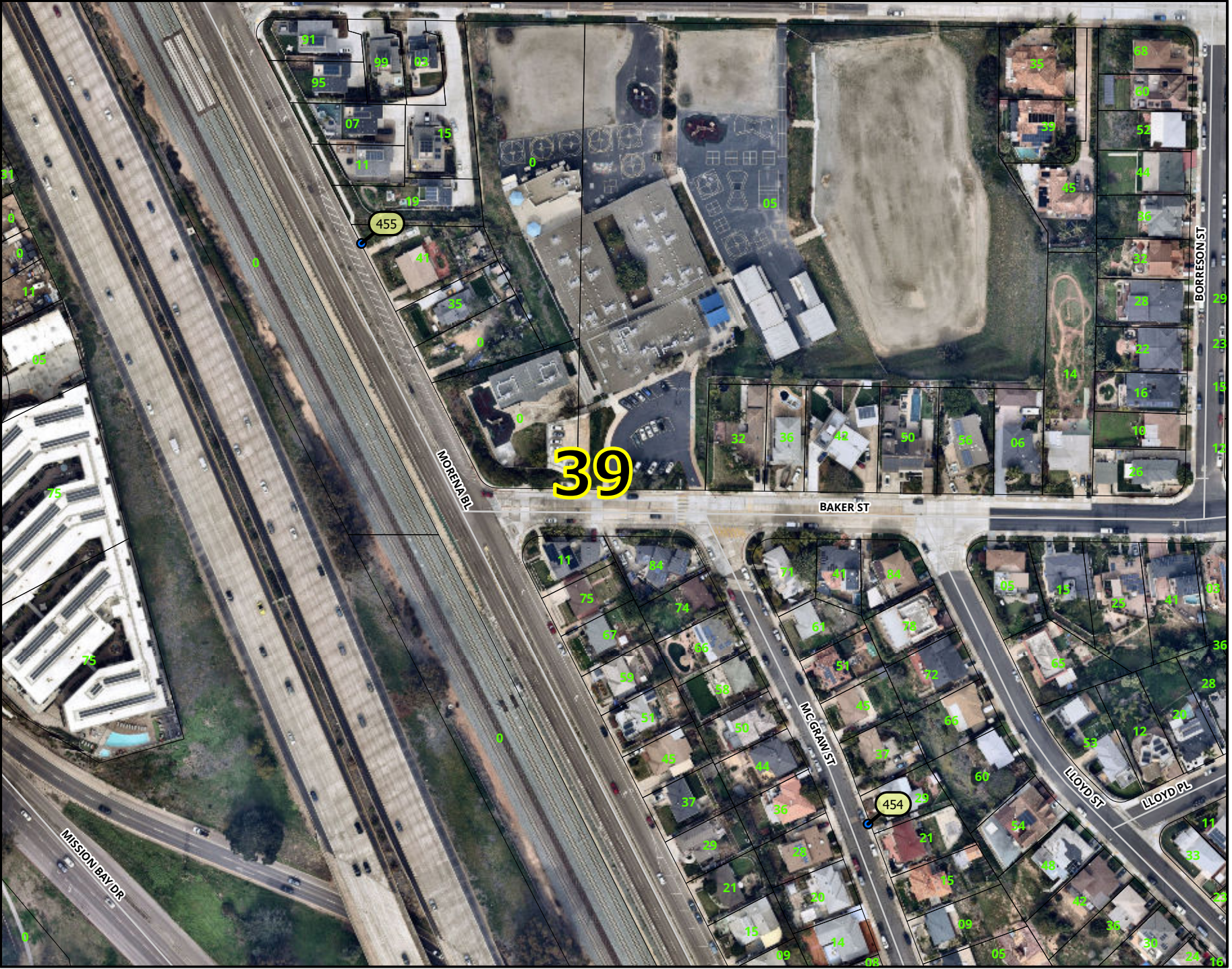
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- 1902A Final Project Locations

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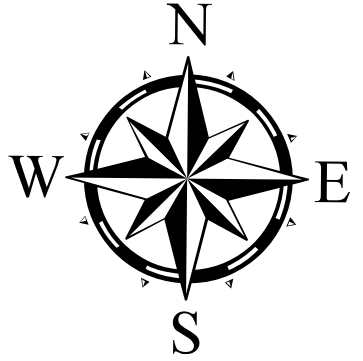
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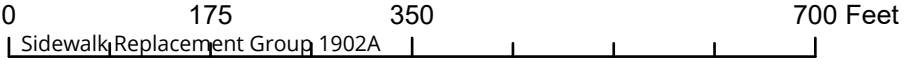
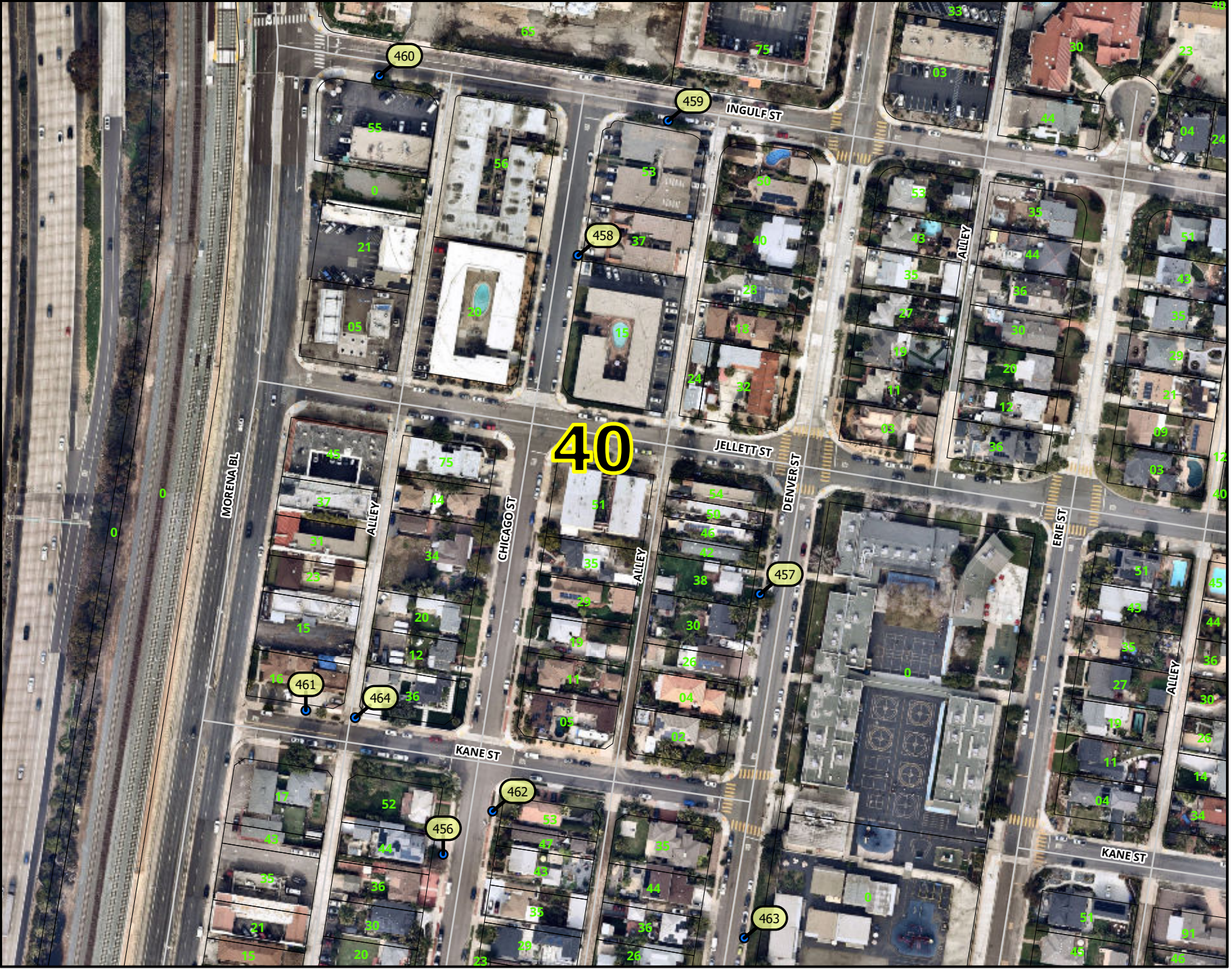
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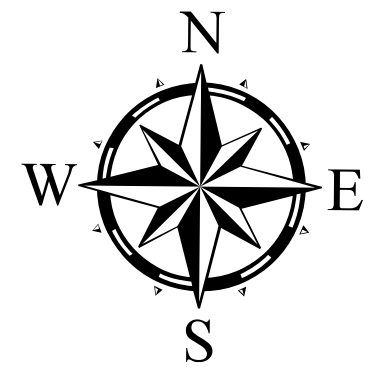


Transportation Department
 Street Division
 Sidewalk Replacement Group 1902A

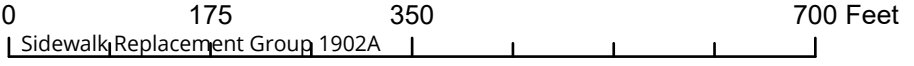
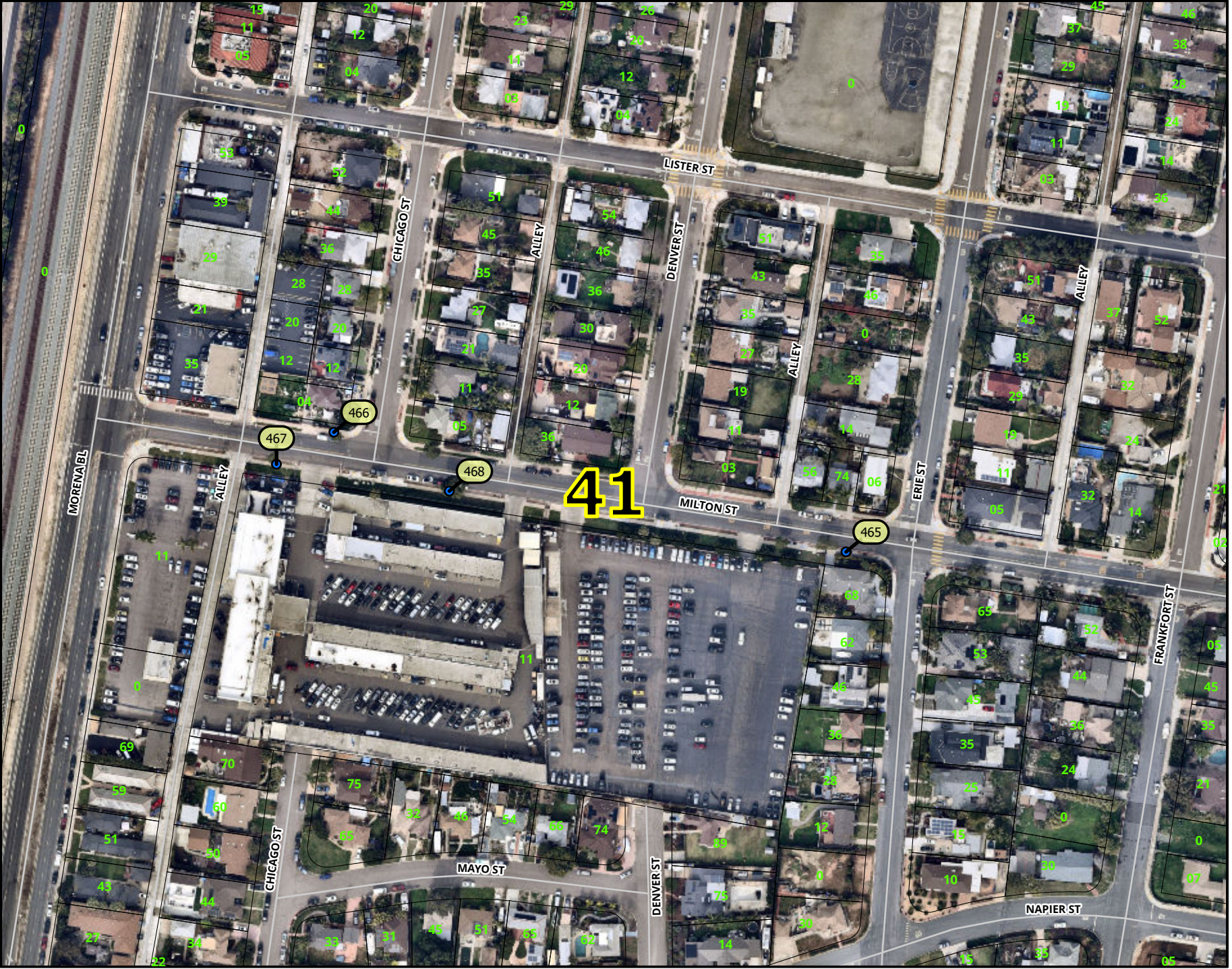
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- 1902A Final Project Locations

NOTES:



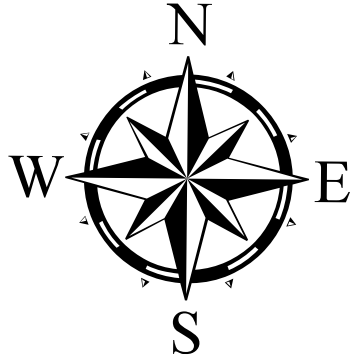
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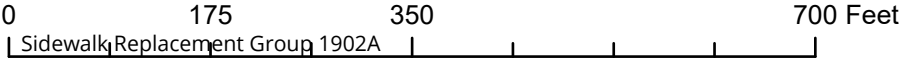
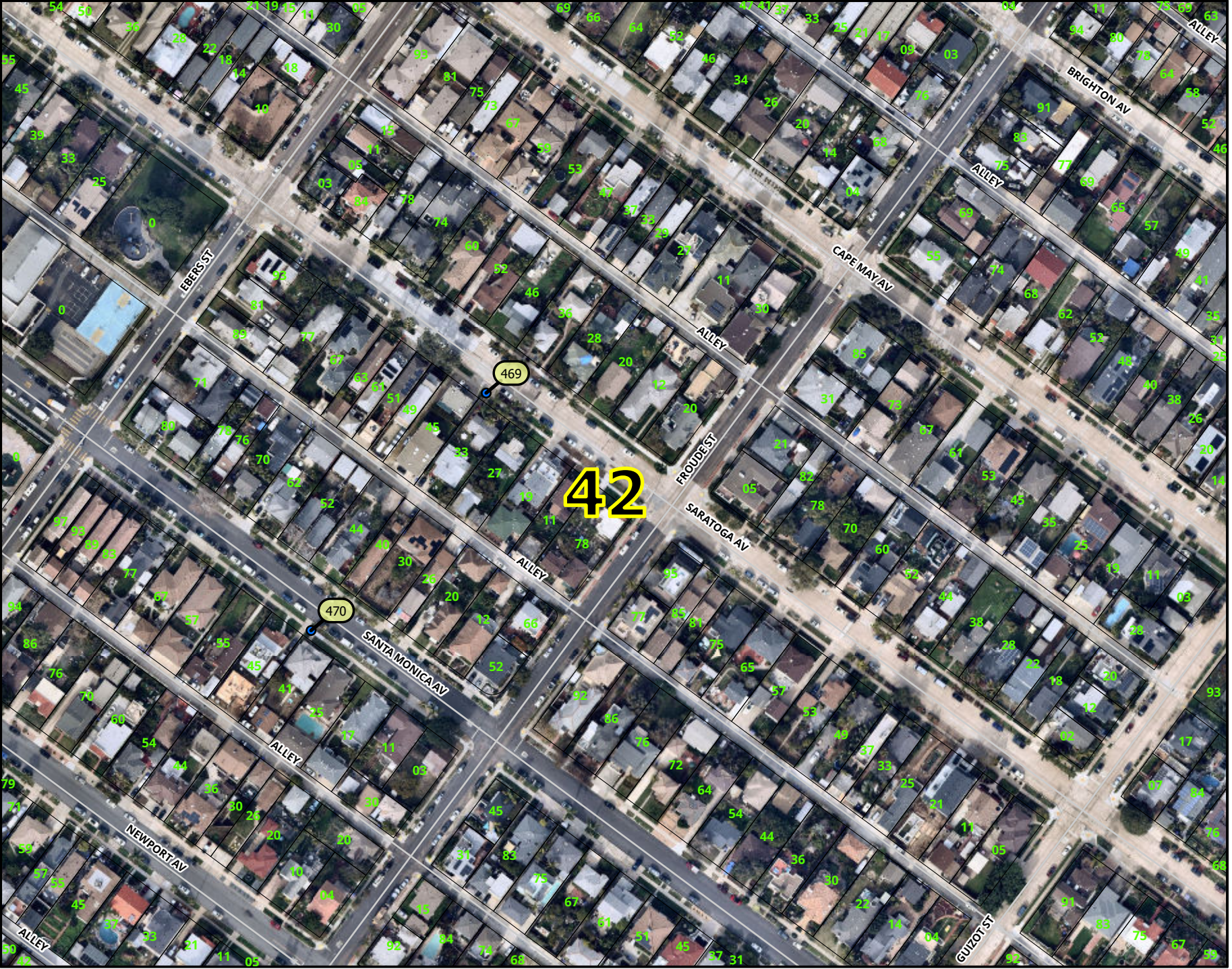
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- 1902A Final Project Locations

NOTES:



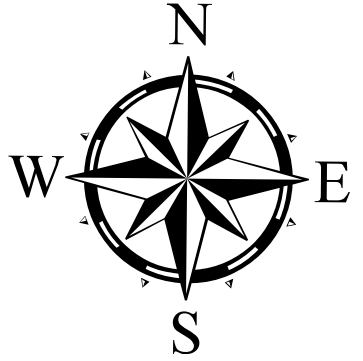
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LEGEND

- Street Name
- 1902A Final Project Locations

NOTES:



Scale: 1:2,000

APPENDIX F
LOCATION LIST

Online Item # (ignore)	Retouch Grid Map (ignore)	New Item #	Final Map Grid/Page #	CD	CGID	LOCATION	X	Y	Sidewalk Dimensions	Remove and Replace Existing Sidewalk (SF) SDG 109.155.156.6-10	Sidewalk Bridging (SF)	Remove and Replace Curb and Gutter (LF) SDG-150.151	Remove and Replace Curb Only (LF) SDG-150.151	Curb Outlet (Type D-25)	Sidewalk Underdrain Pipe, D=27 (EA)	Remove & Replace Utility Box (EA) SDW-113.134.135.136	Remove and Replace Miscellaneous Hardscape with Topsoil (SF)	Remove and Replace Miscellaneous Hardscape with Concrete (SF)	Remove and Replace Residential Concrete Driveway (SF) SDG-159.160.161.162.163.164	Historical and Contractor Date Stamps and Impressions (EA) SDG-115	Remove and Replace Alley Apert (SF) SDG-120	Curb Ramp -Type D with Detectable Warning Tiles (EA) SDG-137.131	Large (L) and Small (S) Tree Removal and Disposal (EA)	Stump Removal (EA)	Tree Planting (EA)	Root Pruning (EA)	Root Barrier (EA) SDG-106	Notes to Contractor	Horticultural Recommendation	Watershed	HU NAME	HSA NAME	HAS NUMBER		
1296	6	72	9	2	New Location	4893 HIDALGO AVE	-117.2186626	32.8356162	4x30	120																			(1) Non-standard Driveway Replacement, See Deviation Form	Selective root prune (1) Brisbane Box. Pinch sidewalk by 6" for a run of 10' on center of tree. Install root barrier at 18" depth for the length of 10'. Tree trim 15%.	Mission Bay Watershed	PENASQUITOS	Miramar	906.4	
1298	14	216	18	2	0050611,Not Planned	4895 COCONINO WY	-117.2047059	32.8331592	4x50	200							24													Root prune (1) Acacia as needed. Install root barrier at 18" depth for the length of 10' on center of tree. Tree trim 15%.	Mission Bay Watershed	PENASQUITOS	Miramar	906.4	
1315	14	230	19	2	0050596,Not Planned	4918 CLAIREMONT DR	-117.2037385	32.8328698	4x20	80																				Selective root prune (1) Brisbane Box. Pinch sidewalk by 6" for a run of 10' on center of tree. Install root barrier at 18" depth for the length of 10'. Tree trim 15%.	Mission Bay Watershed	PENASQUITOS	Tecolote	906.5	
1321	5	67	8	2	0030814	4930 GALLATIN WY	-117.2208993	32.8366249	4x26	104																				Root prune (1) Sweet Gum as needed. Install root barrier at 18" depth for the length of 10' on center of tree. Tree trim 15%.	Mission Bay Watershed	PENASQUITOS	Miramar	906.4	
1327	9	114	13	2	New Location	4931 Providence Rd	-117.1969663	32.8359487	4x30	120																			Protect in place (water meter box)	Selective root prune (1) Brisbane Box. Pinch sidewalk by 6" for a run of 10' on center of tree. Install root barrier at 18" depth for the length of 10'. Tree trim 15%.	Mission Bay Watershed	PENASQUITOS	Miramar	906.4	
1328	6	73	9	2	0030750	4932 HIDALGO AVE	-117.2192712	32.8364644	4x30	120																			Protect in place (water meter box) Driveway Sidewalk 4'x10'	Selective root prune (1) Brisbane Box. Pinch sidewalk by 6" for a run of 10' on center of tree. Install root barrier at 18" depth for the length of 10'. Tree trim 15%.	Mission Bay Watershed	PENASQUITOS	Miramar	906.4	
1331	13	196	17	2	0048284,Not Planned	4934 GAYLORD DR	-117.2104005	32.8339841	4x20	80																				Selective root prune (1) Bottle Brush. Pinch sidewalk by 6" for a run of 10' on center of tree. Install root barrier at 18" depth for the length of 10'. Tree trim 15%.	Mission Bay Watershed	PENASQUITOS	Miramar	906.4	
1332	9	115	13	2	0074192	4940 GENESEE AVE	-117.1951977	32.8357349	4x16, 3.5x8	92																			Protect in place (water meter box)	Selective root prune (1) Jacaranda. Pinch sidewalk by 6" for a run of 10' on center of tree. Install root barrier at 18" depth for the length of 10'. Remove lifted concrete in parkway. Tree trim 15%.	Mission Bay Watershed	PENASQUITOS	Miramar	906.4	
1335	14	231	19	2	0048321,0048322,Not Planned	4947 COCONINO WY	-117.2039253	32.8335884	4x26	104																				Selective root prune (1) Brisbane Box. Pinch sidewalk by 6" for a run of 10' on center of tree. Install root barrier at 18" depth for the length of 10'. Tree trim 15%.	Mission Bay Watershed	PENASQUITOS	Miramar	906.4	
1336	6	74	9	2	0030806	4949 SUNLINE AVE	-117.2171548	32.8361481	4x24	96																				Selective root prune (1) Brisbane Box. Pinch sidewalk by 6" for a run of 10' on center of tree. Install root barrier at 18" depth for the length of 10'. Tree trim 15%.	Mission Bay Watershed	PENASQUITOS	Miramar	906.4	
1338	6	75	9	2	New Location	4951 ARROYO LINDO AVE	-117.2179405	32.8365235	4x24	96																				Protect in place (water meter box)	Root prune (2) Orchid trees as needed. Install root barrier at 18" depth for the length of 10' on center of the tree. Tree trim 15%.	Mission Bay Watershed	PENASQUITOS	Miramar	906.4
1345	13	197	17	2	0047478,Not Planned	4960 GAYLORD DR	-117.2100769	32.8348217	4x20	80																				Selective root prune (1) Bottle Brush. Install root barrier at 18" depth for the length of 10' on center of tree. Tree trim 15%.	Mission Bay Watershed	PENASQUITOS	Miramar	906.4	
1352	14	232	19	2	0050510,Not Planned	4966 CLAIREMONT DR	-117.2030684	32.8332203	4x20	80																				Selective root prune (1) Brisbane Box. Pinch sidewalk by 6" for a run of 10' on center of tree. Install root barrier at 18" depth for the length of 10'. Tree trim 15%.	Mission Bay Watershed	PENASQUITOS	Tecolote	906.5	
1353	9	116	13	2	0074195, 0074196	4970 GENESEE AVE	-117.1954384	32.8361749	4x25	100																				Selective root prune (1) Jacaranda as needed. Install root barrier at 18" depth for the length of repair, but no longer than 10' on center of tree. Tree trim 15%.	Mission Bay Watershed	PENASQUITOS	Miramar	906.4	
1354	9	117	13	2	0074187, 0074188	4971 GENESEE AVE	-117.1951964	32.8362768	4x40	160																				Selective root prune (1) Jacaranda. Pinch sidewalk by 6" for a run of 10' on center of tree. Install root barrier at 18" depth for the length of 10'. Tree trim 15%.	Mission Bay Watershed	PENASQUITOS	Miramar	906.4	
1357	6	68	8	2	New Location	4975 GALLATIN WY	-117.2200481	32.836665	4x16	64																				Hardscape 8'x1'	Root prune (1) Mangonia as needed. Install root barrier at 18" depth for the length of 10' on center of tree. Tree trim 15%.	Mission Bay Watershed	PENASQUITOS	Miramar	906.4
1369	6	69	8	2	New Location	4985 GALLATIN WY	-117.2198149	32.8366513	4x40	160																			Protect in place (water meter box) Driveway Sidewalk 4'x5'	Root prune (1) Hong Kong Orchid as needed. Install root barrier at 18" depth for the length of 10' on center of tree. Remove lifted concrete in parkway. Tree trim 15%.	Mission Bay Watershed	PENASQUITOS	Miramar	906.4	
1378	9	118	13	2	New Location	5002 DUBOIS DR ON APPLETON ST	-117.1985572	32.8362933	4x35	140																				Root prune (1) Kaffir Plum as needed. Install root barrier at 18" depth for the length of 10' on center of tree. Tree trim 15%.	Mission Bay Watershed	PENASQUITOS	Miramar	906.4	
1383	7	88	10	2	New Location	5006 MERRIMAC CT	-117.211965	32.836401	4x24	96																				Remove (1) Sweet Gum. Plant (1) Chinese Pistache.	Mission Bay Watershed	PENASQUITOS	Miramar	906.4	
1388	8	106	12	2	0053430	5020 CAYWOOD ST	-117.2006462	32.8365218	4x15	60																				Root prune (1) Fan Palm as needed. Do not install root barrier.	Mission Bay Watershed	PENASQUITOS	Miramar	906.4	
1390	9	119	13	2	0074182	5021 GENESEE AVE	-117.1955213	32.8368847	4x33	132																				Selective root prune (1) Jacaranda. Pinch sidewalk by 6" for a run of 5' on center of tree.	Mission Bay Watershed	PENASQUITOS	Miramar	906.4	
1395	7	89	10	2	New Location	5022 MERRIMAC CT	-117.2118636	32.8368747	4x16	64																				Root prune (1) Chinese Flame as needed. Install root barrier at 18" depth for the length of 10' on center of tree. Remove lifted sidewalk in parkway. Tree trim 15%.	Mission Bay Watershed	PENASQUITOS	Miramar	906.4	
1399	7	90	10	2	0053626	5030 MERRIMAC CT	-117.2115885	32.8368816	4x10	40																				Root prune (1) Mimosa as needed. Install root barrier at 18" depth for the length of 5' from tree. Tree trim 15%.	Mission Bay Watershed	PENASQUITOS	Miramar	906.4	
1402	9	120	13	2	0051925, 0051926	5032 Dubois Dr	-117.1988344	32.836902	4x17	68																				Driveway Sidewalk 4'x5'	Root prune (1) Brisbane Box. Install root barrier at 18" depth for the length of 10' on center of tree. Tree trim 15%.	Mission Bay Watershed	PENASQUITOS	Miramar	906.4
1406	9	121	13	2	0053420	5041 Dubois Dr	-117.1988409	32.8371667	4x15	60																				Driveway Sidewalk 4'x10', 4'x10'	Root prune (1) Brisbane Box. Install root barrier at 18" depth for the length of 10' on center of tree. Tree trim 15%.	Mission Bay Watershed	PENASQUITOS	Miramar	906.4
1408	9	122	13	2	New Location	5042 Providence Rd	-117.1982485	32.8374427	4x20	80																				Protect in place (water meter box)	Root prune (1) Magnolia. Install root barrier at 18" depth for the length of 10' on center of tree. Tree trim 15%.	Mission Bay Watershed	PENASQUITOS	Miramar	906.4
1436	9	123	13	2	New Location	5062 Providence Rd	-117.198437	32.8376627	4x25	100																				Root prune (1) Brisbane Box. Install root barrier at 18" depth for the length of 10' on center of tree. Tree trim 15%.	Mission Bay Watershed	PENASQUITOS	Miramar	906.4	
1440	7	98	11	2	0046797, 0046798	5067 GLASGOW DR	-117.2073402	32.8376309	4x25	100																				Driveway Sidewalk 4'x10'	Root prune (1) Ash as needed. Install root barrier at 18" depth for the length of 10' on center of tree. Tree trim 15%.	Mission Bay Watershed	PENASQUITOS	Miramar	906.4
1446	9	124	13	2	New Location	5072 Providence Rd	-117.198541	32.8377923	4x13	52																				Root prune (1) Brisbane Box. Install root barrier at 18" depth for the length of 5' from tree. Tree trim 15%.	Mission Bay Watershed	PENASQUITOS	Miramar	906.4	
1467	7	18	3	2	New Location	5085 ARGONNE CT	-117.2106397	32.8384829	4x10	40																				Root prune (1) Hong Kong Orchid as needed. Install root barrier at 18" depth for the length of repair, but no longer than 10' on center of tree. Remove lifted brick in parkway. Tree trim 15%.	Mission Bay Watershed	PENASQUITOS	Miramar	906.4	
1479	9	54	6	2	0051899	5085 New Haven Rd	-117.1980547	32.8386753	4x4	16																				Driveway Sidewalk 4'x9'	Mission Bay Watershed	PENASQUITOS	Miramar	906.4	
1480	9	55	6	2	New Location	5102 New Haven Rd	-117.1983353	32.838775	4x16	64																				Root prune (1) Ash. Install root barrier at 18" depth for the length of 5' from tree. Tree trim 15%.	Mission Bay Watershed	PENASQUITOS	Miramar	906.4	
1482	9	125	13	2	New Location	5102 Providence Rd	-117.198888	32.838211	4x35	140																				Root prune (1) Brisbane Box. Install root barrier at 18" depth for the length of 10' on center of tree. Leave planter box. Tree trim 15%.	Mission Bay Watershed	PENASQUITOS	Miramar	906.4	
1487	52	454	39	2	0093167	3329 MCGRAW ST	-117.2090358	32.7995504	5x10	50																					Mission Bay Watershed	PENASQUITOS	Miramar	906.4	
1488	52	455	39	2	New Location	3441 MORENA BLVD	-117.2111803	32.8015878	5x5	25																					Mission Bay Watershed	PENASQUITOS	Miramar	906.4	
1492	55	467	41	2	0088768, 0088767	2111 MORENA BLVD ON MILTON ST	-117.2058856	32.7846865	5x25	125																					Selective root prune (1). Reduce sidewalk for 12" for 15' centered on tree. Install root barrier for the length of 15'. Tree trim 15%.	Mission Bay Watershed	PENASQUITOS	Miramar	906.4
1495	9	56	6	2	New Location	5115 New Haven Rd on Champlain Wy	-117.1980388	32.8390656	4x25	100																					Root prune (2) Broadleaf. Install root barriers at 18" depth for the length of repair, but no longer than 10' on center of trees. Tree trim 15%.	Mission Bay Watershed	PENASQUITOS	Miramar	906.4
1498	9	107	12	2	0053419	5125 Dubois Dr	-117.1997314	32.8382393		0																				Driveway Sidewalk 4'x15'	Root prune (1) Brisbane Box. Install root barrier at 18" depth for the length of 10' on center of tree. Tree trim 15%.	Mission Bay Watershed	PENASQUITOS	Miramar	906.4
1500																																			

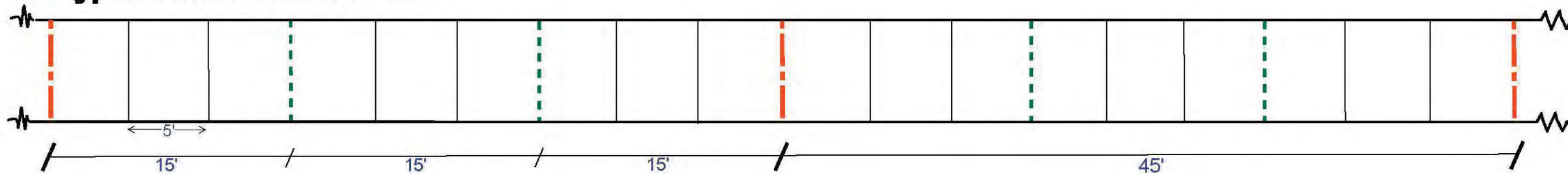
APPENDIX G
INSTALLATION OF SIDEWALK EXPANSION JOINTS

Appendix G

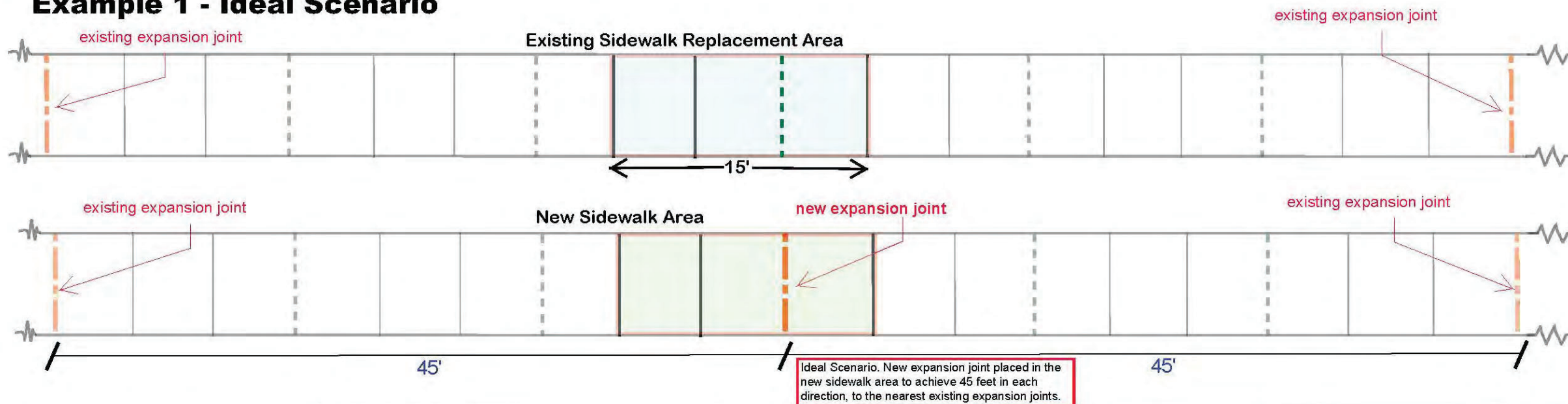
Installation of Sidewalk Expansion Joints



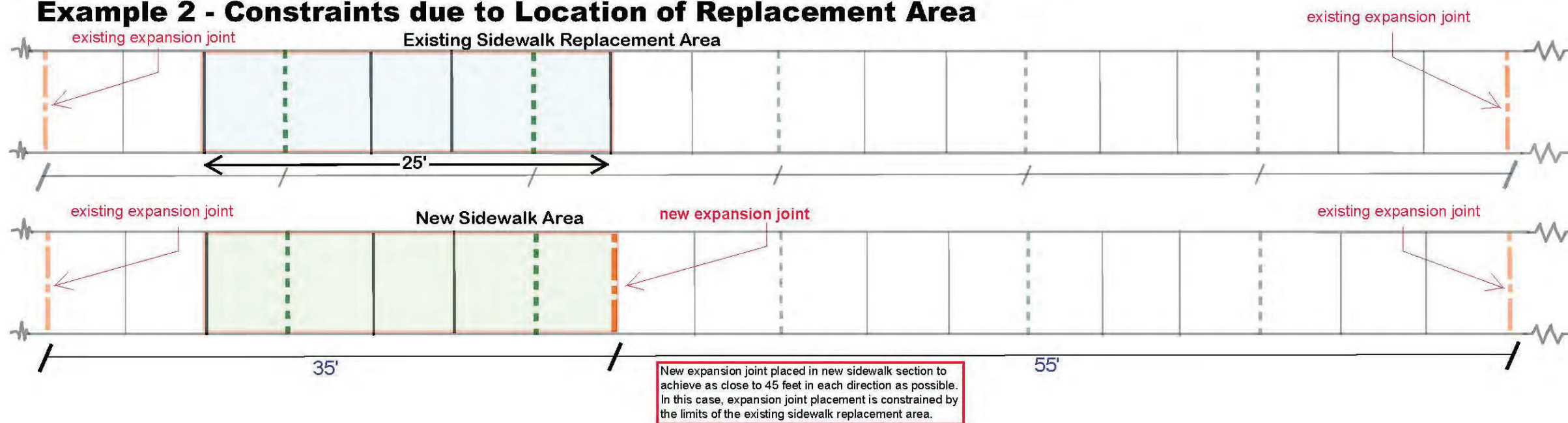
Typical Sidewalk Section



Example 1 - Ideal Scenario



Example 2 - Constraints due to Location of Replacement Area



LEGEND

- Expansion Joint
- Weakened Plane Joint "Control Joint"
- Tooled Joint (Scoring)
- Sidewalk Continuation
- Existing Sidewalk Replacement Area
- New Sidewalk Area

The provided exhibit are examples of common scenarios, it does not cover all possible outcomes. Contractor shall refer to City of San Diego *Standard Drawings 2021 Edition* and *San Diego Regional Standard Drawings*.

Transportation Department
Street Division



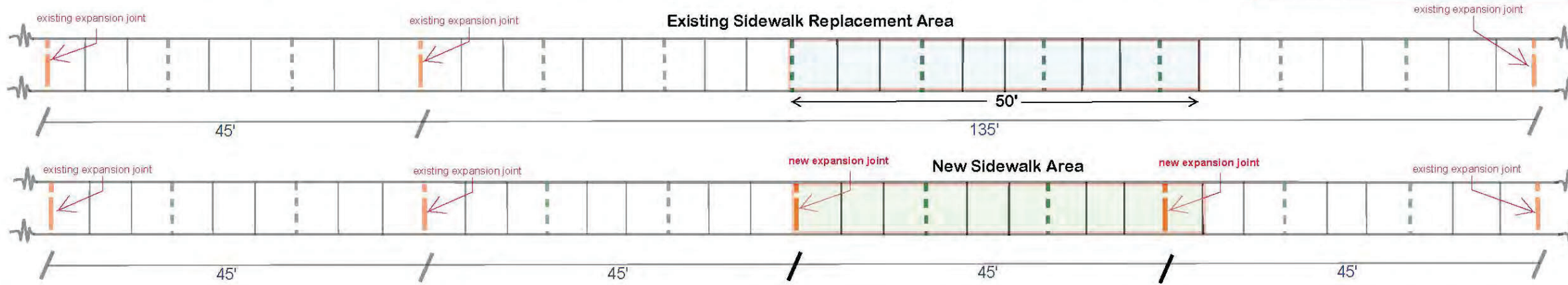
Appendix G

Installation of Sidewalk Expansion Joints



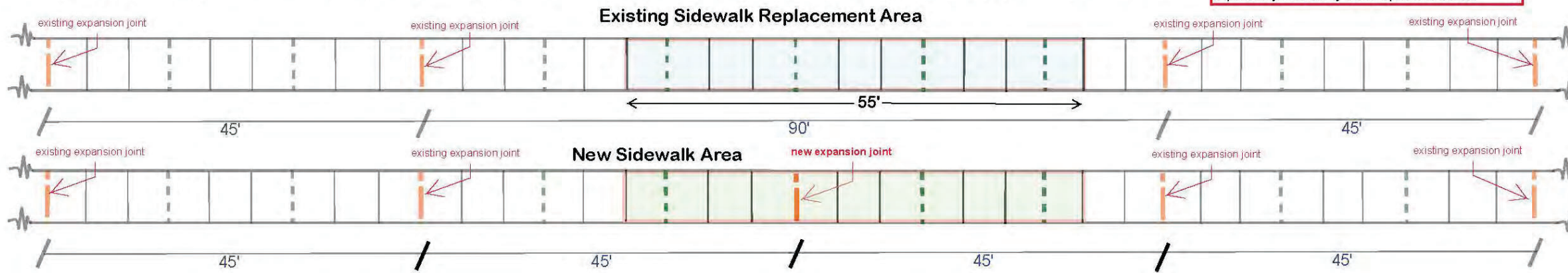
Example 3 - 45' or Greater Replacement Area w/ No Nearby Expansion Joints

In this example, there are two locations within the existing sidewalk replacement area that are 45-feet or greater to each existing expansion joint AND 45-feet from each other - therefore, two new expansion joints are needed.



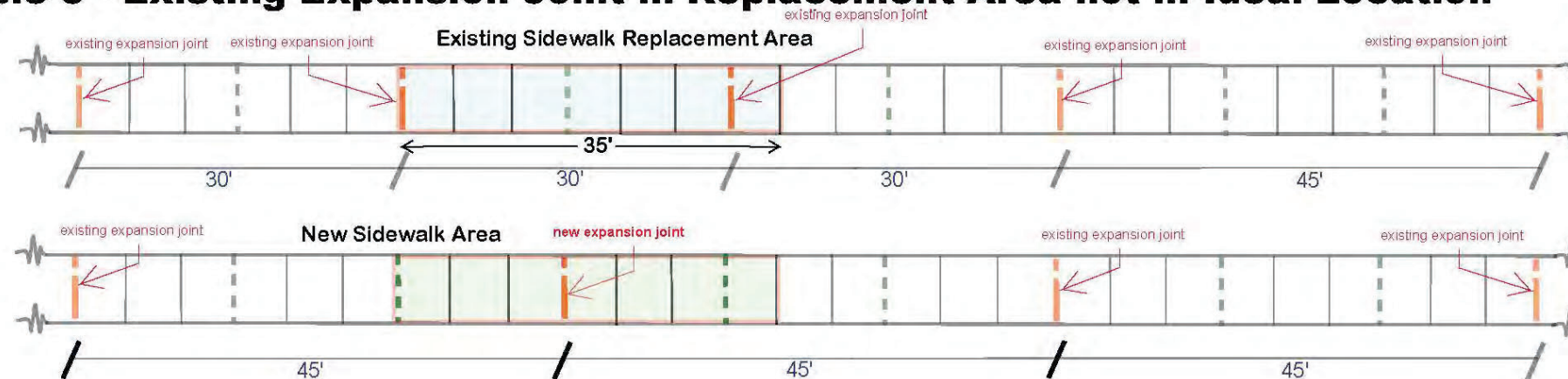
Example 4 - 45' or Greater Replacement Area w/ Nearby Expansion Joints

In this example, even though the sidewalk replacement area exceeds 45-feet, one new expansion joint satisfies 45-foot requirement in each direction to the existing expansion joints nearby to the replacement area.



Example 5 - Existing Expansion Joint in Replacement Area not in Ideal Location

In this example, there are two existing expansion joints within the sidewalk replacement area; however, the existing expansion joints are not in the ideal location. In this case, one expansion joint in the new replacement area is sufficient since there is now 45-feet in each direction from the new expansion joint to other existing expansion joints.



LEGEND

- Expansion Joint
- Weakened Plane Joint "Control Joint"
- Tooled Joint (Scoring)
- Sidewalk Continuation
- Existing Sidewalk Replacement Area
- New Sidewalk Area

The provided exhibit are examples of common scenarios, it does not cover all possible outcomes. Contractor shall refer to City of San Diego *Standard Drawings 2021 Edition* and *San Diego Regional Standard Drawings*.

Transportation Department
Street Division



APPENDIX H
SAMPLE OF PUBLIC NOTICE



CONSTRUCTION NOTICE

PROJECT TITLE

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

The work will consist of:

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

How your neighborhood may be impacted:

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

Hours and Days of Operation:

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

City of San Diego Contractor:

Company Name, XXX-XXX-XXXX



CONSTRUCTION NOTICE

PROJECT TITLE

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

The work will consist of:

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

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

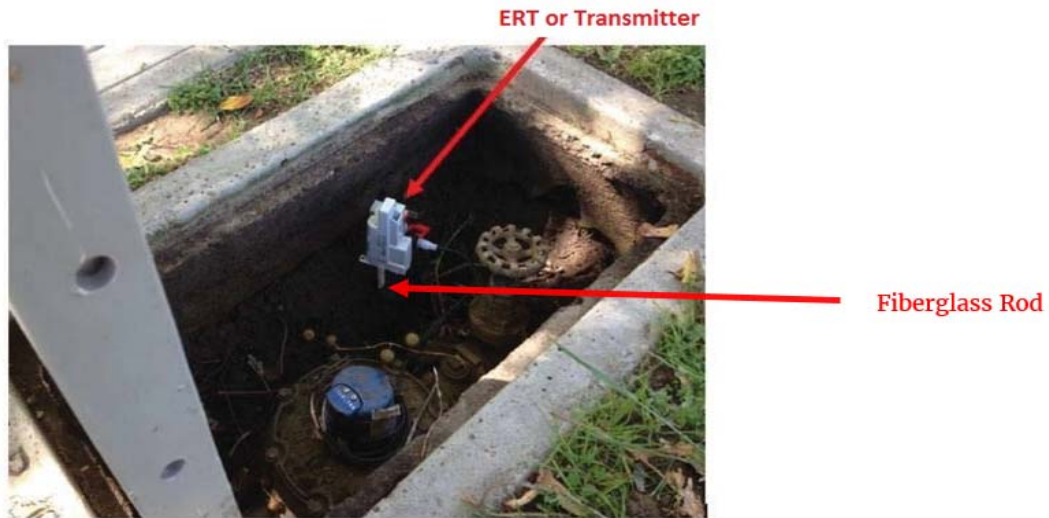


Photo 6 below is an example of disturbance that shall be avoided:

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 Elvira Santiesteban, Compliance & Metering Manager 619-380-3804 and Kevin Wilson, Senior Water Utility Supervisor 619-857-8257 immediately.**

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

Photo 8



Network Device

Photo 9



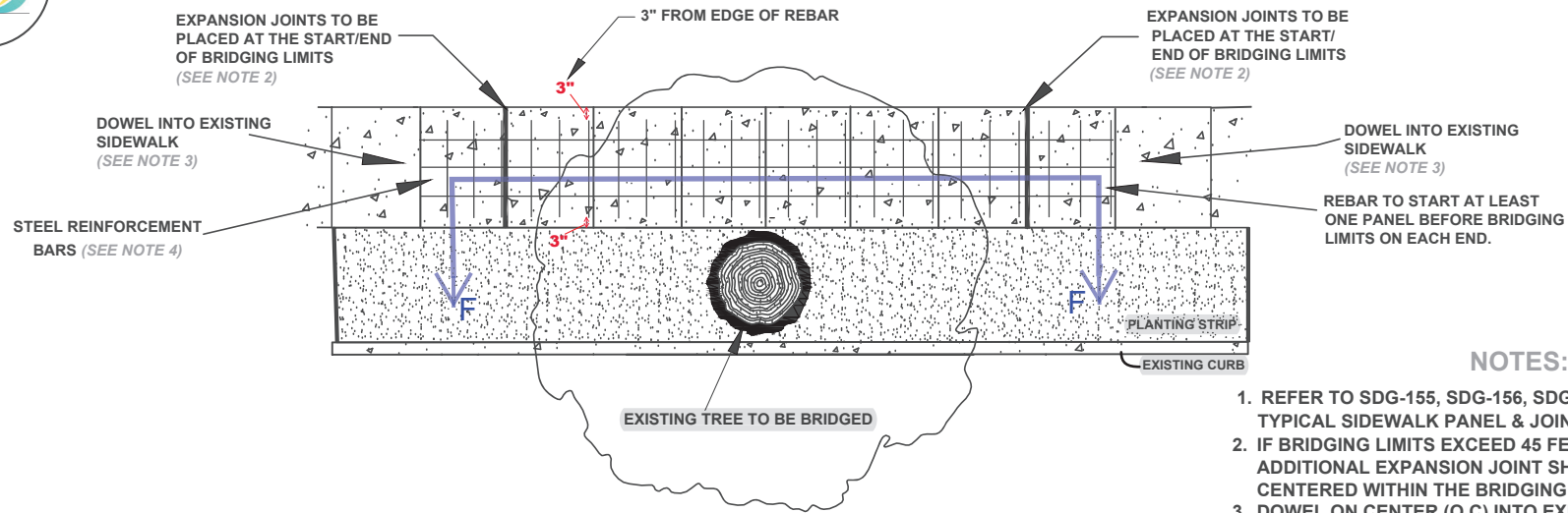
If you encounter any bad installations, disconnected/broken/buried endpoints, or inadvertently damage any AMI devices or cables, notify the Resident Engineer immediately. The Resident Engineer will then immediately contact Elvira Santiesteban, Compliance & Metering Manager 619-380-3804 and Kevin Wilson,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

APPENDIX J
SIDEWALK BRIDGING



APPENDIX J - Sidewalk Bridging

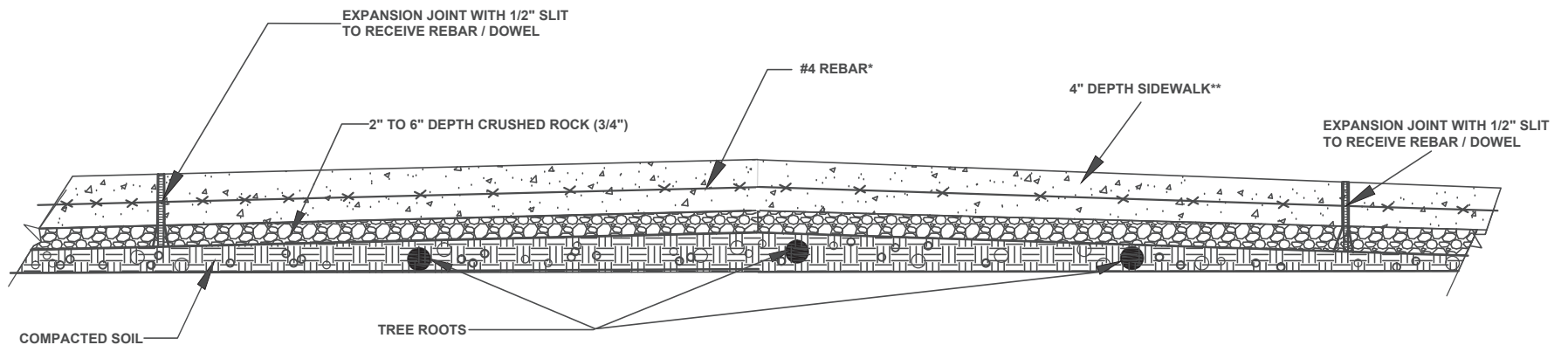
Not to Scale



NOTES:

1. REFER TO SDG-155, SDG-156, SDG-109, AND G-10 FOR TYPICAL SIDEWALK PANEL & JOINT DETAILS
2. IF BRIDGING LIMITS EXCEED 45 FEET IN LENGTH, AN ADDITIONAL EXPANSION JOINT SHALL BE PLACED CENTERED WITHIN THE BRIDGING LIMITS.
3. DOWEL ON CENTER (O.C) INTO EXISTING CONCRETE WITH THREE #4, 12-INCH LONG CAPPED DOWELS AND EMBEDDED 6" INTO THE ADJACENT CONCRETE SIDEWALK PANEL ON EACH END.
4. STEEL REINFORCEMENT BARS TO BE 18" ON CENTER (O.C) SPACING IN BOTH DIRECTIONS, WITH USE OF #4 REBAR.

SECTION F-F



* - Centered within sidewalk depth
 ** - Unless otherwise specified in the Contract

APPENDIX K
CALIFORNIA MUTCD FIGURE 6H-28

Notes for Figure 6H-28—Typical Application 28 Sidewalk Detour or Diversion

Standard:

1. When crosswalks or other pedestrian facilities are closed or relocated, temporary facilities shall be detectable and shall include accessibility features consistent with the features present in the existing pedestrian facility.

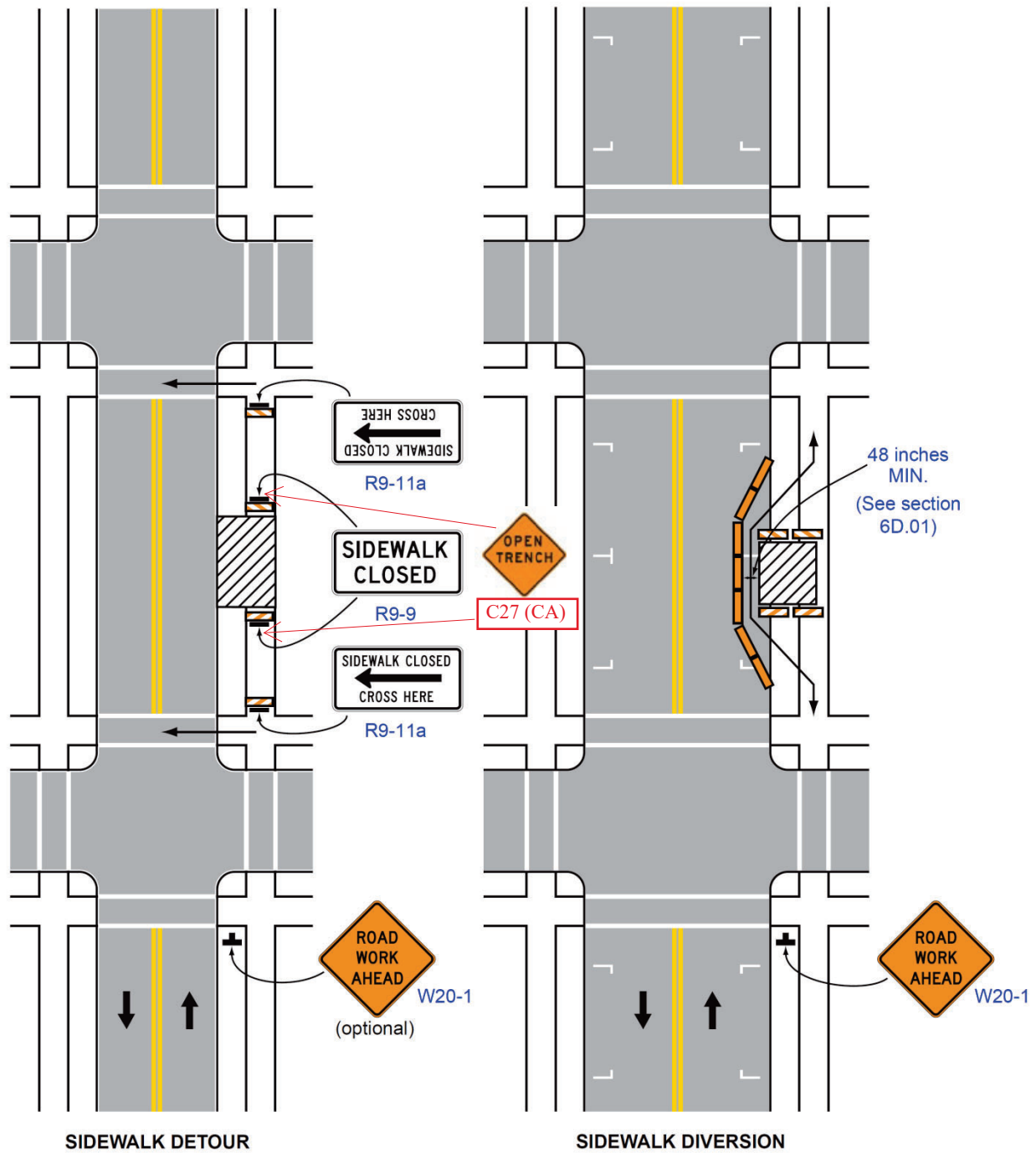
Guidance:

2. Where high speeds are anticipated, a temporary traffic barrier and, if necessary, a crash cushion should be used to separate the temporary sidewalks from vehicular traffic.
3. Audible information devices should be considered where midblock closings and changed crosswalk areas cause inadequate communication to be provided to pedestrians who have visual disabilities.

Option:

4. Street lighting may be considered.
5. Only the TTC devices related to pedestrians are shown. Other devices, such as lane closure signing or ROAD NARROWS signs, may be used to control vehicular traffic.
6. For nighttime closures, Type A Flashing warning lights may be used on barricades that support signs and close sidewalks.
7. Type C Steady-Burn or Type D 360-degree Steady-Burn warning lights may be used on channelizing devices separating the temporary sidewalks from vehicular traffic flow.
8. Signs, such as KEEP RIGHT (LEFT), may be placed along a temporary sidewalk to guide or direct pedestrians.

Figure 6H-28. Sidewalk Detour or Diversion (TA-28) (Modified)



Typical Application 28

Note: See Tables 6H-2 and 6H-3 for the meaning of the symbols and/or letter codes used in this figure.

Note: Per City Memo 8-15-2019 **Additional Temporary Traffic Control Standard for Open Trench Sign on Barricade.** "OPEN TRENCH C27 (CA) sign on type 3 barricade (open trench sign) shall be installed as additional traffic control device within the ROW and City properties." Please Ref City Memo Appendix for guidelines for installations.

Table 6H-1(CA). Index to Typical Applications

Typical Application Description	Typical Application Number
Work affecting Pedestrian and Bicycle Facilities (see Section 6G.05)	
Shoulder Closure on Urban (Low Speed) Locations to Accommodate Bicyclists	TA-101(CA)
Lane Closure on Freeway, Expressway, Rural and Urban (High Speed) Locations to Accommodate Bicyclists	TA-102(CA)
Detour for Bike Lane on Roads with Closure of One Travel Direction	TA-103(CA)
Right Lane and Bike Lane Closure on Far Side of Intersection	TA-104(CA)
Work Within the Traveled Way of a Two-Lane Highway (see Section 6G.10)	
Lane Shift on Road with Low Traffic Volumes	TA-105(CA)
Work Within the Traveled Way of a Roundabout (see Section 6G.13)	
Partial Closure in a Single-Lane Roundabout	TA-106(CA)
Inside Lane Closure on a Multi-Lane Roundabout	TA-107(CA)

Table 6H-2. Meaning of Symbols on Typical Application Diagrams


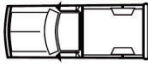





















	Arrow board		Shadow vehicle
	Arrow board support or trailer (shown facing down)		Sign (shown facing left)
	Changeable message sign or support trailer		Surveyor
	Channelizing device		Temporary barrier
	Crash cushion		Temporary barrier with warning light
	Direction of temporary traffic detour		Traffic or pedestrian signal
	Direction of traffic		Truck-mounted attenuator
	Flagger		Type 3 barricade
	High-level warning device (Flag tree)		Warning light
	Longitudinal channelizing device		Work space
	Luminaire		Work vehicle
	Pavement markings that should be removed for a long-term project		

Table 6H-3. Recommended Advance Warning Sign ~~Minimum~~ Spacing

Road Type	Distance Between Signs**		
	A	B	C
Urban (low speed) - 25 mph or less***	100 feet	100 feet	100 feet
Urban - more than 25 mph to 40 mph***	250 feet	250 feet	250 feet
Urban (high speed) - more than 40 mph***	350 feet	350 feet	350 feet
Rural	500 feet	500 feet	500 feet
Expressway / Freeway	1,000 feet	1,500 feet	2,640 feet

* ~~Speed category to be determined by the highway agency.~~

** The column headings A, B, and C are the dimensions shown in Figures 6H-1 through 6H-46. The A dimension is the distance from the transition or point of restriction to the first sign. The B dimension is the distance between the first and second signs. The C dimension is the distance between the second and third signs. (The “first sign” is the sign in a three-sign series that is closest to the TTC zone. The “third sign” is the sign that is furthest upstream from the TTC zone.)

*** Posted speed limit, off-peak 85th-percentile speed prior to work starting, or other anticipated operating speed in mph.

Table 6H-4. Formulas for Determining Taper Length

Speed (S)	Taper Length (L) in feet
40 mph or less	$L = \frac{WS^2}{60}$
45 mph or more	$L = WS$

Where: L = taper length in feet
 W = width of offset in feet
 S = posted speed limit, or off-peak 85th-percentile speed prior to work starting, or the anticipated operating speed in mph

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 Portillo Concrete, Inc., herein called "Contractor" for construction of **Sidewalk Replacement Group 1902A** ; Bid No. **K-24-2236-DBB-3**; in the total amount of One Million Seven Hundred Thirty Two Thousand Eight Hundred Ten Dollars and Zero Cents (\$1,732,810.00).

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 **Sidewalk Replacement Group 1902A**, on file in the office of the Purchasing & Contracting Department as Document No. **B-19013**, 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 Sidewalk Replacement Group 1902A, Bid Number **K-24-2236-DBB-3**, San Diego, California.
3. For such performances, the City shall pay to Contractor the amounts set forth at the times and in the manner and with such additions or deductions as are provided for in this contract, and the Contractor shall accept such payment in full satisfaction of all claims incident to such performances.
4. No claim or suit whatsoever shall be made or brought by Contractor against any officer, agent, or employee of the City for or on account of anything done or omitted to be done in connection with this contract, nor shall any such officer, agent, or employee be liable hereunder.
5. This contract is effective as of the date that the Mayor or designee signs the agreement and is approved by the City Attorney in accordance with San Diego Charter Section 40.

CONTRACT AGREEMENT (continued)

IN WITNESS WHEREOF, this Agreement is signed by the City of San Diego, acting by and through its Mayor or designee, pursuant to Municipal Code 522.3102 authorizing such execution.

THE CITY OF SAN DIEGO

APPROVED AS TO FORM

By 

Mara W. Elliott, City Attorney
By 

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

Print Name: RYAN P. GERRITY
Deputy City Attorney

Date: 1/17/2024

Date: 1/26/2024

CONTRACTOR

By Portillo Concrete, Inc. 

Print Name: Mario Portillo

Title: President

Date: 12/20/2023

City of San Diego License No.: B1996006538

State Contractor's License No.: 680144

DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) REGISTRATION NUMBER: 1000004389

CERTIFICATIONS AND FORMS

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

BIDDER'S GENERAL INFORMATION

To the City of San Diego:

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

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

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

State of California

County of San Diego

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

CONTRACTOR CERTIFICATION

DRUG-FREE WORKPLACE

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

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

CONTRACTOR CERTIFICATION

AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE CERTIFICATION

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

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

CONTRACTOR CERTIFICATION

CONTRACTOR STANDARDS – PLEDGE OF COMPLIANCE

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

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

CONTRACTOR CERTIFICATION

EQUAL BENEFITS ORDINANCE CERTIFICATION

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

CONTRACTOR CERTIFICATION

EQUAL PAY ORDINANCE CERTIFICATION

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

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

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

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

CONTRACTOR CERTIFICATION

PRODUCT ENDORSEMENT

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

AFFIDAVIT OF DISPOSAL

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

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

Sidewalk Replacement Group 1902A

(Project Title)

as particularly described in said contract and identified as Bid No. **K-24-2236-DBB-3**; SAP No. (WBS) **B-19013**; and **WHEREAS**, the specification of said contract requires the Contractor to affirm that "all brush, trash, debris, and surplus materials resulting from this project have been disposed of in a legal manner"; and **WHEREAS**, said contract has been completed and all surplus materials disposed of:

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

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

Dated this _____ DAY OF _____, _____.

By: _____
Contractor

ATTEST:

State of _____ County of _____

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

Notary Public in and for said County and State

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: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____							
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____							

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

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

NAMED EQUIPMENT/MATERIAL SUPPLIER LIST

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

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

- ① As appropriate, Bidder shall identify Vendor/Supplier as one of the following and shall include a valid proof of certification (except for OBE, SLBE and ELBE):
- | | | | |
|---|--------|--|---------|
| Certified Minority Business Enterprise | MBE | Certified Woman Business Enterprise | WBE |
| Certified Disadvantaged Business Enterprise | DBE | Certified Disabled Veteran Business Enterprise | DVBE |
| Other Business Enterprise | OBE | Certified Emerging Local Business Enterprise | ELBE |
| Certified Small Local Business Enterprise | SLBE | Small Disadvantaged Business | SDB |
| Woman-Owned Small Business | WoSB | HUBZone Business | HUBZone |
| Service-Disabled Veteran Owned Small Business | SDVOSB | | |

- ② As appropriate, Bidder shall indicate if Vendor/Supplier is certified by:
- | | | | |
|--|--------|--|----------|
| City of San Diego | CITY | State of California Department of Transportation | CALTRANS |
| California Public Utilities Commission | CPUC | | |
| State of California's Department of General Services | CADoGS | City of Los Angeles | LA |
| State of California | CA | U.S. Small Business Administration | SBA |

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

ELECTRONICALLY SUBMITTED FORMS

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

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

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

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

BID BOND

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

KNOW ALL MEN BY THESE PRESENTS,

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

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

Sidewalk Replacement Group 1902A

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 30th day of November, 2023

Portillo Concrete, Inc. (SEAL)

Developers Surety and Indemnity Company (SEAL)

(Principal)

(Surety)

By: _____

(Signature)

By: _____

(Signature)

Cyndi Beilman
Attorney-in-Fact

(SEAL AND NOTARIAL ACKNOWLEDGEMENT OF SURETY)

**POWER OF ATTORNEY FOR
COREPOINTE INSURANCE COMPANY
DEVELOPERS SURETY AND INDEMNITY COMPANY**
59 Maiden Lane, 43rd Floor, New York, NY 10038
(212) 220-7120

KNOW ALL BY THESE PRESENTS that, except as expressly limited herein, COREPOINTE INSURANCE COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY, do hereby make, constitute and appoint:

Cyndi Beilman, Rebecca James and Riley Shoem, of La Mesa, CA

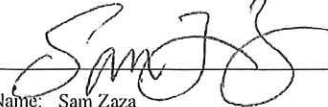
as its true and lawful Attorney-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said companies, as sureties, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said company could do, but reserving to each of said company full power of substitution and revocation, and all of the acts of said Attorney-in-Fact, pursuant to these presents, are hereby ratified and confirmed. This Power of Attorney is effective June 1, 2023 and shall expire on December 31, 2025.

This Power of Attorney is granted and is signed under and by authority of the following resolutions adopted by the Board of Directors of COREPOINTE INSURANCE COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY (collectively, "Company") on February 10, 2023.

RESOLVED, that Sam Zaza, President, Surety Underwriting, James Bell, Vice President, Surety Underwriting, and Craig Dawson, Executive Underwriter, Surety, each an employee of AmTrust North America, Inc., an affiliate of the Company (the "Authorized Signors"), are hereby authorized to execute a Power of Attorney, qualifying attorney(s)-in-fact named in the Power of Attorney to execute, on behalf of the Company, bonds, undertakings and contracts of suretyship, or other suretyship obligations; and that the Secretary or any Assistant Secretary of the Company be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney.

RESOLVED, that the signature of any one of the Authorized Signors and the Secretary or any Assistant Secretary of the Company, and the seal of the Company must be affixed to any such Power of Attorney, and any such signature or seal may be affixed by facsimile, and such Power of Attorney shall be valid and binding upon the Company when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, COREPOINTE INSURANCE COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY have caused these presents to be signed by the Authorized Signor and attested by their Secretary or Assistant Secretary this March 27, 2023.

By: 
Printed Name: Sam Zaza
Title: President, Surety Underwriting



ACKNOWLEDGEMENT:


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

STATE OF California COUNTY OF Orange

On this 27 day of March, 2023, before me, Hoang-Quyen Phu Pham, personally appeared Sam Zaza, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to within the instrument and acknowledged to me that they executed the same in their authorized capacity, and that by the signature on the instrument the entities upon behalf which the person acted, executed this 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.

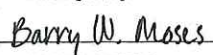
Signature 



CORPORATE CERTIFICATION

The undersigned, the Secretary or Assistant Secretary of COREPOINTE INSURANCE COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY, does hereby certify that the provisions of the resolutions of the respective Boards of Directors of said corporations set forth in this Power of Attorney are in force as of the date of this Certification.

This Certification is executed in the City of Cleveland, Ohio, this March 19, 2023.

DocuSigned by:
By:  Barry W. Moses, Assistant Secretary POA No. N/A
6B6415E7ADE548C...

DocuSignEnvelopeID:3352BFD6-5E9D-4796-837E-C1E455E6530F

Ed. 0323

Signed and sealed this 30th day of November, 2023

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

County of San Diego

On November 30, 2023 before me, Pam Davis, Notary Public,
Date Insert Name of Notary exactly as it appears on the official seal

personally appeared Cyndi Beilman
Name(s) of Signer(s)

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

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

Witness my hand and official seal.

Signature *Pam Davis*
Signature of Notary Public



Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

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



Signer is Representing:

Signer's Name: _____

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



Signer is Representing:

Carrier Ratings

Proposed Insurance Companies	A. M. Best's Rating & Financial Size Category
Developers Surety and Indemnity Company	A+ XV

*Gallagher companies use A.M. Best rated insurers and the rating listed above was verified on the date the proposal document was created.

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A Best's Financial Strength Rating is an independent opinion of an insurer's financial strength and ability to meet its ongoing insurance policy and contract obligations. It is not a warranty of a company's financial strength and ability to meet its obligations to policyholders. Best's Credit Ratings™ are under continuous review and subject to change and/or affirmation. For the latest Best's Credit Ratings™ and Guide to Best's Credit Ratings, visit the A.M. Best website at <http://www.ambest.com/ratings>.

Gallagher companies make no representations and warranties concerning the solvency of any carrier, nor does it make any representation or warranty concerning the rating of the carrier which may change.

Important Disclosures

IMPORTANT: The proposal and/or any executive summaries outline certain terms and conditions of the surety program proposed by the insurers, based on the information provided by your company. We make no warranties with respect to policy limits or coverage considerations of the carrier.

Compensation Disclosure

1. Gallagher Companies are primarily compensated from the usual and customary commissions, fees or, where permitted, a combination of both, for brokerage and servicing of insurance policies, annuity contracts, guarantee contracts and surety bonds (collectively "insurance coverages") handled for a client's account, which may vary based on market conditions and the insurance product placed for the client.
2. In placing, renewing, consulting on or servicing your insurance coverages, Gallagher companies may participate in contingent and supplemental commission arrangements with intermediaries and insurance companies that provide for additional compensation if certain underwriting, profitability, volume or retention goals are achieved. Such goals are typically based on the total amount of certain insurance coverages placed by Gallagher with the insurance company, not on an individual policy basis. As a result, Gallagher may be considered to have an incentive to place your insurance coverages with a particular insurance company. If you do not wish to have your commercial insurance placement included in consideration for additional compensation, contact your producer or service team for an Opt-out form.
3. Gallagher Companies may receive investment income on fiduciary funds temporarily held by them, or from obtaining or generating premium finance quotes, unless prohibited by law.
4. Gallagher Companies may also access or have an ownership interest in other facilities, including wholesalers, reinsurance intermediaries, captive managers, underwriting managers and others that act as intermediaries for both Gallagher and other brokers in the insurance marketplace some of which may earn and retain customary brokerage commission and fees for their work.

If you have specific questions about any compensation received by Gallagher and its affiliates in relation to your insurance placements, please contact your Gallagher representative for more details.

In the event you wish to register a formal complaint regarding compensation Gallagher receives from insurers or third-parties, please contact Gallagher via e-mail at Compensation_Complaints@ajg.com or by regular mail at:

Chief Compliance Officer
Gallagher Global Brokerage
Arthur J. Gallagher & Co.
2850 Golf Rd.
Rolling Meadows, IL 60008

CONTRACTOR'S CERTIFICATION OF PENDING ACTIONS

As part of its bid or proposal (Non-Price Proposal in the case of Design-Build contracts), the Bidder shall provide to the City a list of all instances within the past 10 years where a complaint was filed or pending against the Bidder in a legal or administrative proceeding alleging that Bidder discriminated against its employees, subcontractors, vendors or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken.


CHECK ONE BOX ONLY.

- The undersigned certifies that within the past 10 years the Bidder has NOT been the subject of a complaint or pending action in a legal administrative proceeding alleging that Bidder discriminated against its employees, subcontractors, vendors or suppliers.

- The undersigned certifies that within the past 10 years the Bidder has been the subject of a complaint or pending action in a legal administrative proceeding alleging that Bidder discriminated against its employees, subcontractors, vendors or suppliers. A description of the status or resolution of that complaint, including any remedial action taken and the applicable dates is as follows:

DATE OF CLAIM	LOCATION	DESCRIPTION OF CLAIM	LITIGATION (Y/N)	STATUS	RESOLUTION/REMEDIAL ACTION TAKEN

Contractor Name: Portillo Concrete, Inc.

Certified By Mario Portillo Title President

 Signature Date 11/30/2023

USE ADDITIONAL FORMS AS NECESSARY

Mandatory Disclosure of Business Interests Form

BIDDER/PROPOSER INFORMATION

Legal Name		DBA	
Portillo Concrete, Inc.			
Street Address	City	State	Zip
3527 Citrus Street.	Lemon Grove	California	91945
Contact Person, Title	Phone	Fax	
Mario Portillo	619-466-4639	619-466-4685	

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
Mario Portillo	President / CEO
City and State of Residence	Employer (if different than Bidder/Proposer)
Chula Vista, CA	
Interest in the transaction	
51%	

Name	Title/Position
Tina Portillo	Secretary / CFO
City and State of Residence	Employer (if different than Bidder/Proposer)
Chula Vista, CA	
Interest in the transaction	
49%	

* 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.

Mario Portillo, President		11/30/2023
Print Name, Title	Signature	Date

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

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

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

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

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

NAME	TITLE
Mario Portillo	President / CEO
Tina Portillo	Secretary / CFO

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

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

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

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

N/A

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

Contractor Name: Portillo Concrete, Inc.

Certified By Mario Portillo Title President


Name

Signature

Date 11-30-2023

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

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

Names of the Principal individual owner(s)

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

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

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE
Superior Ready Mix	Jack Bouwer - President

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE
Makelele Systems Landscape & Maintenance, Inc.	Jose Cardenas - President

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE

Contractor Name: Portillo Concrete, Inc.

Certified By Mario Portillo Title President


Name

Date 11-30-2023

Signature

USE ADDITIONAL FORMS AS NECESSARY*

Bid Results

Bidder Details

Vendor Name Portillo Concrete Inc
Address 3527 Citrus St
Lemon Grove, California 91945
United States
Respondee Mario Portillo
Respondee Title President
Phone 619-466-4639
Email mportillo@portilloconcreteinc.com
Vendor Type DBE, MBE, CADIR, MALE, LAT, HUBZ, SLBE
License # 680144
CADIR 1000004389

Bid Detail

Bid Format Electronic
Submitted 12/05/2023 12:23 PM (PST)
Delivery Method
Bid Responsive
Bid Status Submitted
Confirmation # 355545

Respondee Comment

Buyer Comment

Attachments

File Title	File Name	File Type
Contractors Certs of Pending Actions.pdf	Contractors Certs of Pending Actions.pdf	CONTRACTOR'S CERTIFICATION OF PENDING ACTIONS
Mandatory Disclosure Business.pdf	Mandatory Disclosure Business.pdf	MANDATORY DISCLOSURE OF BUSINESS INTERESTS FORM
Debartment & Suspension-PRIME.pdf	Debartment & Suspension-PRIME.pdf	PRIME - DEBARMENT AND SUSPENSION CERTIFICATION
Debartment & Suspension-SUBS.pdf	Debartment & Suspension-SUBS.pdf	SUBS - DEBARMENT AND SUSPENSION CERTIFICATION
Bond.pdf	Bond.pdf	Bid Bond

Subcontractors

Showing 1 Subcontractor

Name & Address	Desc	License Num	CADIR	Amount	Type
Makelele Systems Landscape & Mai 420 N Twin Oaks Valley Road #2044 Makelele Systems San Marcos, California 92079	Constructor - Tree related items - ELBE	987557	1000028415	\$405,280.00	MBE, CADIR, MALE, LAT, ELBE, Local

Line Items

Discount Terms No Discount

Item #	Item Code	Type	Item Description	UOM	QTY	Unit Price	Line Total	Response	Comment
							Main Bid		
							\$1,732,810.00		
1	237310		Remove and Replace Existing Sidewalk	SF	47951	\$15.00	\$719,265.00	Yes	
2	237310		Sidewalk Bridging	SF	449	\$25.00	\$11,225.00	Yes	
3	237310		Remove and Replace Curb and Gutter	LF	795	\$75.00	\$59,625.00	Yes	
4	237310		Remove and Replace Curb	LF	18	\$75.00	\$1,350.00	Yes	
5	237110		Curb Outlet (Type A)	EA	1	\$5,000.00	\$5,000.00	Yes	
6	237110		Sidewalk Underdrain Pipe (D-27)	EA	23	\$300.00	\$6,900.00	Yes	
7	237110		Remove & Replace Utility Box	EA	4	\$500.00	\$2,000.00	Yes	
8	238910		Remove and Replace Miscellaneous Hardscape with Topsoil	SF	5057	\$15.00	\$75,855.00	Yes	
9	237310		Remove and Replace Miscellaneous Hardscape with Concrete	SF	3074	\$15.00	\$46,110.00	Yes	
10	237310		Remove and Replace Residential Concrete Driveway	SF	3919	\$20.00	\$78,380.00	Yes	
11	237310		Historical and Contractor Date Stamps and Impressions	EA	15	\$300.00	\$4,500.00	Yes	
12	237310		Remove and Replace Alley Apron	SF	240	\$20.00	\$4,800.00	Yes	
13	237310		PCC Curb Ramp - Type D	EA	2	\$6,000.00	\$12,000.00	Yes	
14	238910		Stump Removal	EA	7	\$700.00	\$4,900.00	Yes	
15	561730		Root Pruning and Root Barrier	EA	257	\$1,200.00	\$308,400.00	Yes	
16	561730		Root Pruning	EA	34	\$700.00	\$23,800.00	Yes	
17	238910		Small Tree Removal and Disposal (Less Than 24-Inch Trunk Diameter)	EA	45	\$1,600.00	\$72,000.00	Yes	
18	238910		Large Tree Removal and Disposal (24-Inch Trunk Diameter and Greater)	EA	16	\$2,700.00	\$43,200.00	Yes	
19	237310		Class II Aggregate Base Depth Greater than 12"	TON	90	\$50.00	\$4,500.00	Yes	
20	561730		Tree Planting	EA	60	\$250.00	\$15,000.00	Yes	
21	541330		Traffic Control and Working Drawings	LS	1	\$130,000.00	\$130,000.00	Yes	
22	238990		Video Recording of Existing Conditions	LS	1	\$20,000.00	\$20,000.00	Yes	
23	524126		Bonds (Payment and Performance)	LS	1	\$26,000.00	\$26,000.00	Yes	
24	541330		WPCP Development	LS	1	\$2,000.00	\$2,000.00	Yes	
25	237310		WPCP Implementation	LS	1	\$6,000.00	\$6,000.00	Yes	
26			Field Orders (EOC Type II)	AL	1	\$50,000.00	\$50,000.00	Yes	

Line Item Subtotals

Section Title	Line Total
Main Bid	\$1,732,810.00
Grand Total	\$1,732,810.00