

# City of San Diego

**CONTRACTOR'S NAME:** VSS International, Inc.

**ADDRESS:** 3785 Channel Drive, West Sacramento, CA 95691

**TELEPHONE NO.:** 916-373-1500

**FAX NO.:** \_\_\_\_\_

**CITY CONTACT:** Abel Martinez, Contract Specialist, Email: [MartinezAbel@sandiego.gov](mailto:MartinezAbel@sandiego.gov)

Phone No. (619) 533-5270

A. Vance / L. Arikat / Y. Kawai

## BIDDING DOCUMENTS



FOR

## SLURRY SEAL GROUP 2521

BID NO.: \_\_\_\_\_ **K-25-2342-DBB-3**

SAP NO. (WBS/IO/CC): \_\_\_\_\_ **21005577**

CLIENT DEPARTMENT: \_\_\_\_\_ **2116**

COUNCIL DISTRICT: \_\_\_\_\_ **7, 9**

PROJECT TYPE: \_\_\_\_\_ **ID**

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

- PROJECT LABOR AGREEMENT
- THE CITY'S SUBCONTRACTING PARTICIPATION REQUIREMENTS FOR SLBE PROGRAM
- PREVAILING WAGE RATES: STATE  FEDERAL
- APPRENTICESHIP
- THIS IS A GAS TAX FUNDED CONTRACT THROUGH THE DEPARTMENT OF CALIFORNIA TRANSPORTATION COMMISSION (CTC)

**BID DUE DATE:**

**2:00 PM**

**OCTOBER 30, 2024**

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

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

**ENGINEER OF WORK**

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

M. Mubarrida  
For City Engineer

9/4/2024  
Date

Seal:



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## REQUIRED DOCUMENTS SCHEDULE DURING BIDDING AND AWARDING

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

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

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

ITEM	DOCUMENT TO BE SUBMITTED	WHEN DUE	FROM
1.	Bid Bond (PDF via PlanetBids)	At Time of Bid	ALL BIDDERS
2.	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 5PM 3 working days after bid opening	ALL BIDDERS
8.	Form AA60 – List of Work Made Available	By 5PM 3 working days after bid opening with Good Faith Effort (GFE) documentation	ALL BIDDERS
9.	If the Contractor is a Joint Venture: <ul style="list-style-type: none"> <li>• Joint Venture Agreement</li> <li>• Joint Venture License</li> </ul>	Within 10 working days of receipt by bidder of contract forms	AWARDED BIDDER
10.	Payment & Performance Bond; Certificates of Insurance & Endorsements; and Signed Contract Agreement Page	Within 10 working days of receipt by bidder of contract forms and NOI	AWARDED BIDDER
11.	In-Use Off-Road Diesel Fueled Fleet Regulation (OFF-ROAD REGULATION) Compliance	Within 10 working days of receipt by bidder of contract forms and NOI	AWARDED BIDDER

ITEM	DOCUMENT TO BE SUBMITTED	WHEN DUE	FROM
12.	Listing of "Other Than First Tier" Subcontractors	Within 10 working days of receipt by bidder of contract forms	AWARDED BIDDER
13.	PLA Forms <ul style="list-style-type: none"> <li>• Letter of Assent</li> <li>• Jobs Coordination Designation Form</li> </ul>	Within 10 working days of receipt by bidder of NOI	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 **SLURRY SEAL GROUP 2521**. 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 **\$5,070,000.00**.
4. **BID DUE DATE AND TIME ARE: OCTOBER 30, 2024 at 2:00 PM.**
5. **PREVAILING WAGE RATES APPLY TO THIS CONTRACT:** Refer to Attachment D.
6. **LICENSE REQUIREMENT:** To be eligible for award of this contract, Prime contractor must possess the following licensing classification: **A or C-12 or C-32**
7. **PROJECT LABOR AGREEMENT:**
  - 7.1. This work is covered by a Citywide Project Labor Agreement (PLA) entered into by the City of San Diego, the San Diego Building and Construction Trades Council and signatory Craft Unions, included herein as Attachment H.

This work will provide many opportunities for local residents and local small business enterprises to participate. It is the City's policy that contractors will cooperate with all efforts of the City, the Project Labor Coordinator, the Jobs Coordinator, and other organizations retained by the City to encourage and assist in the participation of Local, Targeted and/or Veteran workers.
  - 7.2. **LETTER OF ASSENT.** The Contractor and all subcontractors agree to be bound by the PLA by submitting a Letter of Assent (PLA Attachment B) to the City's Project Labor Coordinator. The Contractor shall submit its Letter of Assent as a condition of award and all subcontractors shall submit their Letter of Assent before commencing any Work on the Project.
  - 7.3. **PRE-JOB CONFERENCE.** Each contractor, regardless of tier, is required to conduct a pre-job conference with the Unions not later than ten (10) calendar days prior to commencing work.

The Prime Contractor is responsible for facilitating and scheduling their own pre-job conferences and for facilitating, scheduling, and ensuring that all its subcontractors conduct a pre-job conference.
  - 7.4. **JOBS COORDINATOR.** The Contractor will be required to hire a Jobs Coordinator, an independent third-party individual, entity or employee with whom the Prime

Contractor enters into a contract or employs to assist the Contractor with achieving and exceeding the Local Worker goals set forth in the PLA, Article 4, Section 4.5, to assist with fulfilling the Work Opportunities Program as set forth in Article 22, and to assist with Helmets to Hardhats participation as set forth in Article 23.

Each subcontractor, regardless of tier, shall utilize the Jobs Coordinator retained by the Prime Contractor, pursuant to the PLA, Article 22 Section 22.2 (f). The Contractor shall submit a Jobs Coordinator Designation Form as a condition of award.

**8. SUBCONTRACTING PARTICIPATION PERCENTAGES:** Subcontracting participation percentages apply to this contract.

**8.1.** The City has incorporated **mandatory** SLBE-ELBE subcontractor participation percentages to enhance competition and maximize subcontracting opportunities. For the purpose of achieving the mandatory subcontractor participation percentages, a recommended breakdown of the SLBE and ELBE subcontractor participation percentages based upon certified SLBE and ELBE firms has also been provided to achieve the mandatory subcontractor participation percentages:

- |                                  |              |
|----------------------------------|--------------|
| 1. SLBE participation            | <b>7.9%</b>  |
| 2. ELBE participation            | <b>7.2%</b>  |
| 3. Total mandatory participation | <b>15.1%</b> |

**8.2.** The current list of Certified SLBE/ELBE Firms to be used for outreach for this project is posted to the Documents tab on PlanetBids.

**8.3.** The Bid may be declared non-responsive if the Bidder fails to meet the following requirements:

**8.3.1.** Include SLBE-ELBE certified subcontractors at the overall mandatory participation percentage identified in this document; OR

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

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

**9. NON-MANDATORY PRE-BID MEETING:**

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

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

The Pre-Bid Meeting will be held on **Wednesday, October 2, 2024**, at **11:00 AM** (PDT) at:

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

### [Join the meeting now](#)

Meeting ID: 229 039 802 063

Passcode: FYyVds

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### Dial in by phone

[+1 945-468-5511,,682203145#](#) United States, Dallas

[Find a local number](#)

Phone conference ID: 682 203 145#

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

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

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

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

## 10. AWARD PROCESS:

- 10.1. 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.
- 10.2. 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.
- 10.3. 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.
- 10.4. The low Bid will be determined by the Base Bid.
- 10.5. Once the low Bid has been determined, the City may, at its sole discretion, award the contract for the Base Bid alone.

## 11. SUBMISSION OF QUESTIONS:

- 11.1. 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:

Abel Martinez, Contract Specialist at [MartinezAbel@sandiego.gov](mailto:MartinezAbel@sandiego.gov)

- 11.2.** Questions received less than 14 days prior to the date for opening of Bids may not be considered.
- 11.3.** 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.
- 11.4.** 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/> and are due by the date, and time shown on the cover of this solicitation.
- 2.1. **BIDDERS MUST BE PRE-REGISTERED** with the City's bidding system and possess a system-assigned Digital ID in order to submit an electronic bid.
- 2.2. The City's bidding system will automatically track information submitted to the site including IP addresses, browsers being used and the URLs from which information was submitted. In addition, the City's bidding system will keep a history of every login instance including the time of login, and other information about the user's computer configuration such as the operating system, browser type, version, and more. Because of these security features, Contractors who disable their browsers' cookies will not be able to log in and use the City's bidding system.
- 2.3. The City's electronic bidding system is responsible for bid tabulations. Upon the bidder's or proposer's entry of their bid, the system will ensure that all required fields are entered. **The system will not accept a bid for which any required information is missing.** This includes all necessary pricing, subcontractor listing(s) and any other essential documentation and supporting materials and forms requested or contained in these solicitation documents.
- 2.4. **BIDS REMAIN SEALED UNTIL BID DEADLINE.** eBids are transmitted into the City's bidding system via hypertext transfer protocol secure (https) mechanism using SSL 128-256 bit security certificates issued from Verisign/Thawte which encrypts data being transferred from client to server. Bids submitted prior to the "Bid Due Date and Time" are not available for review by anyone other than the submitter who has until the "Bid Due Date and Time" to change, rescind or retrieve its proposal should it desire to do so.
- 2.5. **BIDS MUST BE SUBMITTED BY BID DUE DATE AND TIME.** Once the bid deadline is reached, no further submissions are accepted into the system. Once the Bid Due Date and Time has lapsed, bidders, proposers, the general public, and City staff are able to immediately see the results on line. City staff may then begin reviewing the submissions for responsiveness, EOCB compliance and other issues. The City may require any Bidder to furnish statement of experience, financial responsibility, technical ability, equipment, and references.
- 2.6. **RECAPITULATION OF THE WORK.** Bids shall not contain any recapitulation of the Work. Conditional Bids may be rejected as being non-responsive. Alternative proposals will not be considered unless called for.
- 2.7. **BIDS MAY BE WITHDRAWN** by the Bidder only up to the bid due date and time.

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

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

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

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

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

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

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

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

to any other applicable law, or by order of any court or government agency, and the Contractor will hold the City harmless for release of this information.

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

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

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

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

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

**7. INSURANCE REQUIREMENTS:**

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

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

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

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

Title	Edition	Document Number
CALTRANS Standard Plans <a href="https://dot.ca.gov/programs/design/july-2023-ccs-standard-plans-and-standard-specifications">https://dot.ca.gov/programs/design/july-2023-ccs-standard-plans-and-standard-specifications</a>	2023	ECPD092023-06
California Manual on Uniform Traffic Control Devices Revision 8 (CA MUTCD Rev 8) <a href="https://dot.ca.gov/programs/safety-programs/camutcd">https://dot.ca.gov/programs/safety-programs/camutcd</a>	2014	ECPD032324-07
<p><b>NOTE:</b> *Available online under Engineering Documents and References at: <a href="https://www.sandiego.gov/ecp/edocref/">https://www.sandiego.gov/ecp/edocref/</a></p> <p>*Electronic updates to the Standard Drawings may also be found in the link above</p>		

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

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

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

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

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

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



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

Original Bid Bond shall be submitted to:

Purchasing & Contracting Department, Public Works Division  
1200 3rd Ave., Suite 200, MS 56P  
San Diego, California, 92101

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

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

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

**21. BID RESULTS:**

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

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

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

**22. THE CONTRACT:**

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

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

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

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

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

**25. PRE-AWARD ACTIVITIES:**

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

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

VSS International, Inc., a corporation, as principal, and  
Western Surety Company, a corporation authorized to do  
business in the State of California, as Surety, hereby obligate themselves, their successors and assigns,  
jointly and severally, to The City of San Diego a municipal corporation in the sum of  
**Four Million Seven Hundred Twenty Thousand One Hundred Twenty Dollars and Zero Cents**  
**(\$4,720,120.00)** for the faithful performance of the annexed contract, and in the sum of **Four Million**  
**Seven Hundred Twenty Thousand One Hundred Twenty Dollars and Zero Cents (\$4,720,120.00)**  
for the benefit of laborers and materialmen designated below.

**Conditions:**

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

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

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

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

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

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

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

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

CONTRACTOR - VSS International, Inc.

THE CITY OF SAN DIEGO

By: [Signature]

By: [Signature]

Print Name: **Jeff Roberts, Senior Vice President**

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

Date: December 02, 2024

Date: 12/13/2024

SURETY - Western Surety Company

APPROVED AS TO FORM  
Heather Ferbert, City Attorney

By: [Signature]

By: [Signature]

Print Name: Lucy M. Dunham  
Attorney-In-Fact

Print Name: Dominic Guglielmo  
Deputy City Attorney

Date: November 22, 2024  
910 Pleasant Grove Blvd., Ste. 120-347  
Roseville, CA 95678

Date: 12/17/2024

Local Address of Surety

916-834-1508

Local Phone Number of Surety

\$14,160.00

Premium

30232971

Bond Number

# CALIFORNIA NOTARY 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 Yolo

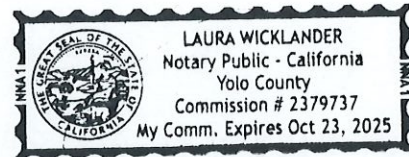
On December 02, 2024 before me, Laura Wicklander, Notary Public (insert name and title of the officer), personally appeared Jeff Roberts who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature 

(Seal)



**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

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

State of California )

County of Contra Costa )

On 11-22-2024 before me, Yvonne Roncagliolo, Notary Public,  
Date Here Insert Name and Title of the Officer

personally appeared Lucy M. Dunham-----  
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature [Handwritten Signature]  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

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

Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

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

Signer's Name: Lucy M. Dunham

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

Signer Is Representing: \_\_\_\_\_

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

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

Signer Is Representing: \_\_\_\_\_

# Western Surety Company

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

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

**Charles R Shoemaker, Kathleen Earle, Kelly Holtemann, Mark M Munekawa, Nerissa S Bartolome, Joan DeLuca, Yvonne Roncagliolo, Thomas E Hughes, Patrick R Diebel, Karen Rhodes, Valerie Takeuchi, Erica Li, Christina Parsons, Zachary V Overbay, Andrew S Holloway, Rossio Polio, Lucy M Dunham, Christopher M Howell, Individually**

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

### - In Unlimited Amounts -

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

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

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 16th day of August, 2024.



WESTERN SURETY COMPANY

*Larry Kasten*

Larry Kasten, Vice President

State of South Dakota }  
County of Minnehaha } ss

On this 16th day of August, 2024, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



*M. Bent*

M. Bent, Notary Public

### CERTIFICATE

I, Paula Kolsrud, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law and Resolutions of the corporation printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 22nd day of November, 2024.



WESTERN SURETY COMPANY

*Paula Kolsrud*

Paula Kolsrud, Assistant Secretary

### Authorizing By-Laws and Resolutions

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

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

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

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

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

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

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



## ATTACHMENTS

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

## SCOPE OF WORK

1. **SCOPE OF WORK:** Slurry Seal Group 2521 involves furnishing all labor, materials, equipment, services, and construction related to surface seal work on existing paved roadways in various areas throughout the City of San Diego. The work includes: placement of rubber polymer modified slurry seal (RPMS) or placement of polymer modified rejuvenating emulsion (PMRE) for scrub seal and/or cape seal on 43.6 lane miles, crack sealing, removal of humps & pavement irregularities, asphalt mill and pave, and digouts, pavement base repairs, milling and disposal of pavement fabric, development of a QA/QC plan that includes inspection and testing for asphalt and slurry/scrub seal work, replacing traffic signal detection loops and stub outs, adjusting existing City manhole frames and covers to grade, raising appurtenances to grade (water, sewer), raising survey monuments to grade, reconstructing survey monument boxes, street and sidewalk sweeping, removal and replacement of existing thermoplastic striping and markings/legends, implementation of new striping plans, traffic control drawings & permits, weed abatement, storm drain inlet protection, installation of inlet markings, sediment control, and possible night and weekend work. All work would occur within the public right-of-way (paved streets) or previously disturbed non-sensitive areas only, and outside of the City's 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 Traffic Control Plan (TCP) would be implemented throughout construction.

1.1. The Work shall be performed in accordance with:

1.1.1. The Notice Inviting Bids and Striping & Signage Improvement Plans, and Appendix M and Appendix N, included below, inclusive. The PDF of the Plans can be found in the link below:

<https://drive.google.com/drive/folders/1cMR-yxGbdAeAwwjLh1mdr4wepZaUHHT?usp=sharing>

- 1) **MONROE AVE STRIPING, SIGNAGE AND ELECTRICAL IMPROVEMENT PLAN (0101624-01-D through 0101624-10-D).**
- 2) **ZION AVE AND GLENROY ST STRIPING, SIGNAGE & ELECTRICAL IMPROVEMENT PLAN (0101625-01-D through 0101625-09-D).**
- 3) **MADRA AVE/MURRAY PARK DR STRIPING, SIGNAGE IMPROVEMENT PLAN (0101626-01-D through 0101626-09-D).**

1.1.1.1. **Appendix M – Estimated Construction Quantities**

1.1.1.2. **Appendix N – Street List**

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

See **Appendix E – Location Map** and **Appendix H - Resurfacing Limits Maps**.

3. **CONTRACT TIME:** The Contract Time for completion of the Work shall be **90 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 10<sup>th</sup> day of the subsequent month. Incomplete and/or delinquent reporting may cause payment delays, non-payment of invoices, or both.
4. The records maintained under item 1, described above, shall be consolidated into a Final Summary Report, certified as correct by an authorized representative of the Contractor. The Final Summary Report shall include all subcontracting activities and be sent to the EOCP Program Manager prior to Acceptance. Failure to comply may result in assessment of liquidated damages or withholding of retention. The City will review and verify 100% of subcontract participation reported in the Final Summary Report prior to approval and release of final retention to you. In the event your Subcontractors are owed money for completed Work, the City may authorize payment to subcontractor via a joint check from the withheld retention.

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

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

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

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

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



## B.

### DEFINITIONS.

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

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

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

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

capital, efforts, skills, knowledge, or property. Joint ventures shall be established by written agreement to qualify for this program.

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

**C. SUBCONTRACTOR PARTICIPATION.**

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

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

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

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

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

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

**E. JOINT VENTURES.**

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

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

**F. MAINTAINING PARTICIPATION LEVELS.**

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

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

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

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

**H. GOOD FAITH EFFORT DOCUMENTATION.**

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

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

**I. SUBCONTRACTOR SUBSTITUTION.**

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

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

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

**K. RESOURCES.**

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

## PREVAILING WAGE

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

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

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

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

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

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

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

**ATTACHMENT E**  
**SUPPLEMENTARY SPECIAL PROVISIONS**

## SUPPLEMENTARY SPECIAL PROVISIONS

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

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

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

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

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

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.

**Night Working Hours:** Night Working Hours shall be **9:00 PM to 5:00 AM, Sunday through Thursday inclusive** Saturdays, Sundays, and City Holidays are excluded on the Traffic Control Permits. Night Work shall be included in the contract price.

ADD the following:

111. **Surface Seal** - a preventative maintenance application which may include one or more of the following: fog seal, slurry seal, microsurfacing, chip seal, scrub seal, and/or cape seal.

### SECTION 2 – SCOPE OF THE WORK

#### 2-7 CHANGES INITIATED BY THE AGENCY.

##### 2-7.1 **General.** To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

1. The Engineer may substitute specific sites for asphalt overlay or surface seal due to utility or construction conflicts or urgent community needs. The Engineer will adjust the location provided in the Contract Documents as needed.

2. The location list provided in the Contract Documents will be adjusted by the City as needed to match the Bid Quantities at no additional cost to the City.
3. The Bid quantities are for estimating purposes only and will vary due to continued deterioration of the streets, such as streets quantified as having no tons of AC required, may in fact need AC repair (see 301-1.6).

### **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 **30%** of the Base Bid.

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

1. Use Bentley Connect ORD Version 10-12 format with the ability to convert to AutoCAD for the preparation of Plans and As-Built drawings in accordance with the City’s CADD Standards

**3-8.7 Contractor’s Quality Control Plan (QCP).** To the “WHITEBOOK”, item 1, DELETE in its entirety and SUBSTITUTE with the following:

1. You shall establish, implement, and maintain an effective Quality Control Plan (QCP) to perform quality control inspection and testing for all items of paving, slurry seal, scrub seal, and/or cape seal work required by the Contract Documents, including those performed by subcontractors and material suppliers.

To the “WHITEBOOK”, ADD the following:

7. The establishment and implementation of a Quality Control Plan (QCP), as defined in the standard specifications, shall be required for this Contract. See example in **Appendix G – Contractor’s Daily Quality Control Inspection Report.**
8. The Contractor’s Quality Control Plan shall be subject to approval by the Engineer.
9. Additions and Alterations to the Contractor’s Quality Control Plan may be requested at the direction of the Engineer. The request for Additions and Alterations to the Contractor’s Quality Control Plan will be made to the Contractor in writing by the Engineer. Submission of Additions and Alterations to the Contractor’s Quality Control Plan shall be submitted within 5 business days from the date the requests for Additions and Alterations is made by the Engineer.
10. Additions and Alterations to the Contractor’s Quality Control Plan shall be subject to approval by the Engineer.



11. The Contractor shall ensure that all items of Work, regardless of their inclusion in or omission from the Contractor's Quality Control Plan, conform to the Contract Document.
12. Payments for the Contractor's Quality Control Plan and all testing associated with it shall be included in the Contract Price.
13. No additional Payment shall be made for additions and Alterations to the Contractor's Quality Control Plan.

**3-12.1 General.** To the "WHITEBOOK", item 2, DELETE in its entirety and SUBSTITUTE with the following:

2. You shall provide a PM-10 certified self-loading motorized street sweeper equipped with a functional water spray system for this project.

To the "WHITEBOOK", ADD the following:

3. You shall sweep all paved areas within the Work site and all paved haul routes as specified below:
  - a) Prior to Surface Seal Application
  - b) As directed by the Engineer

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

**3-13.1.2 Walk-through and Punchlist Procedure.** To the "WHITEBOOK", ADD the following:

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

**3-13.3 Warranty.** To the "WHITEBOOK", ADD the following:

9. Should any area of the Surface Seal prove defective or fail to perform properly as defined herein, within one (1) year after the date on which all construction operations are completed, the Contractor will be required to perform repair work at its own expense to the satisfaction of the Engineer.

The following performance and repair criteria will apply:

Any single area of surface seal greater than four (4) square feet that fails to meet the performance criteria due to raveling, bleeding or flushing, or delaminating as defined herein will be considered defective and shall be repaired at the Contractor's expense to the satisfaction of the Engineer.

- a) Raveling – the wearing away (loss of aggregate) of the surface seal surface, including areas affected by longitudinal and transverse streaking.
- b) Bleeding or Flushing – the upward movement of asphalt that creates a film of asphaltic emulsion on the surface of the finished road surface.
- c) Delaminating – the loss of the bond between the surface seal and the existing asphalt concrete pavement surface.

## SECTION 4 - CONTROL OF MATERIALS

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

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

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

## SECTION 5 - LEGAL RELATIONS AND RESPONSIBILITIES

**5-3.3 Payroll Records.** To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

1. You and your Subcontractors shall submit weekly certified payrolls, including a Statement of Compliance signed under penalty of perjury, reflecting the wages of all employees engaged in the Work, utilizing the City's designated web-based contract and labor compliance software.
2. You and your Subcontractors shall submit the following Labor Compliance required documents to the OLSE;
  - a) City of San Diego Labor Compliance Authorized Signatory Form;
  - b) City of San Diego List of Trades and Crafts;
  - c) Labor Compliance Checklist;
  - d) Fringe Benefit Statement;
  - e) DAS 140 Form & Transmittal Confirmation;
  - f) DAS 142 & Transmittal Confirmation;
  - g) State & Federal Apprentice Certifications;
  - h) Payroll Confirmations (as requested per CCR 16432); and
  - i) Other Deduction Forms (letter or documentation relating to nonstandard deductions);
3. You and your Subcontractors shall submit the following PLA and Labor Compliance required documents utilizing the City's designated web-based contract and labor compliance software program:
  - a) Letter of Assent (PLA Attachment B);
  - b) Workforce Dispatch Request Form;
  - c) Contractor Core Workforce Form [if required];
  - d) Monthly Proof of Fringe Benefit Payments to Union Trust;
  - e) Certified Payroll Report (Performance Report with Statement of Compliance, Non-Performance Reports);

- f) Jobs Coordinator Designation Form; and
- g) For all dispatched workers, identify the following: race, ethnicity, gender, permanent residence zip code, construction project hours worked, apprenticeship program affiliation, trade classification, and union affiliation.

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

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:

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

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

- 5-4.5.1.3 Project General Aggregate Limit.** The policy or policies shall be endorsed to provide a Designated Construction Project General Aggregate Limit that will apply only to the Work. Only claims payments which arise from the Work shall reduce the Designated Construction Project General Aggregate Limit. The Designated Construction Project General Aggregate Limit shall be in addition to the aggregate limit provided for the products-completed operations hazard.
- 5-4.5.2 Workers' Compensation Insurance and Employers Liability Insurance.**
- 5-4.5.2.1 Waiver of Subrogation.** The policy or policies shall be endorsed to provide that the insurer will waive all rights of subrogation against the City and its respective elected officials, officers, employees, agents, and representatives for losses paid under the terms of the policy or policies and which arise from Work performed by the Named Insured for the City.
- 5-4.6 Deductibles and Self-Insured Retentions.** You shall disclose deductibles and self-insured retentions to the City at the time the evidence of insurance is provided. The City may require you to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.
- 5-4.7 Reservation of Rights.** The City reserves the right, from time to time, to review your insurance coverage, limits, deductibles, and self-insured retentions to determine if they are acceptable to the City. The City will reimburse you, without overhead, profit, or any other markup, for the cost of additional premium for any coverage requested by the Engineer, but not required by this Contract.
- 5-4.8 Notice of Changes to Insurance.** You shall notify the City, in writing, 30 days prior to any material change to the policies of insurance provided under this Contract. This written notice is in addition to the requirements of paragraph 6 of Section 5-4.1.
- 5-4.9 Excess Insurance.** Policies providing excess coverage shall follow the form of the primary policy or policies, including all endorsements.
- 5-10 COMMUNITY OUTREACH.**
- 5-10.2.1 Public Notice by Contractor.** To the "WHITEBOOK", items 2 and 3, DELETE in their entirety and SUBSTITUTE the following:
2. No less than 5 Working Days in advance of Project construction activities, you shall notify all critical facilities, businesses, institutions, property owners, residents, or other impacted stakeholders with a minimum 300-foot radius of the project. Verbal and written notifications shall be sent to critical facilities (including but not limited to police stations, fire stations, hospitals, post offices, schools, and operational facilities). A copy of written notifications sent to any critical facility shall be sent to the Resident Engineer. You shall keep records of the people contacted along with the dates of notifications and shall provide the record to the Engineer upon request.

3. Furnish and distribute public notices in the form of door hangers using the City's format to all occupants and/or property owners along streets:
  - a) You shall distribute Advanced Construction Notice as shown in **Appendix J - Advanced Construction Notice** and **Appendix K - Cape Seal Flyer** where work is to be performed at least 5 Working Days before starting construction or survey activities or impacting the community as approved by the Resident Engineer.
  - b) You shall distribute notices in the form of door hangers, which outlines the anticipated dates of the surface seal as shown in **Appendix I - Sample of Public Notice (SB1 FUNDED ONLY)**, at least 72 hours in advance of the Scheduled resurfacing as approved by the Engineer.

To the "WHITEBOOK", ADD the following:

9. Door hangers shall include the funding source if project is funded in part by State Gas Tax Revenue (SB1). See **Appendix I - Sample of Public Notice (SB1 FUNDED ONLY)**.
10. You shall coordinate with schools within a minimum 300-foot radius of the Project construction activities. You shall notify school staff of any planned street closures and/or detours that may impact regular school operations (pick-ups, drops offs, events, etc.)  
  
No work shall be scheduled in the vicinity of a school during the first week of school or graduation days.
11. You shall coordinate with apartment complexes and/or condominiums within a minimum 300-foot radius of the project construction activities. You shall notify property management of any planned street closure and/or detours that may impact residents.

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

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

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

**6-1.3 Work Outside Normal Working Hours.** To the "WHITEBOOK", ADD the following:

4. The following locations may require Night Work:
  - a) EL CAJON BL
  - b) MARLBOROUGH DR
  - c) MARKET ST

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

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

**6-1.6 Pre-construction Meeting.** To the “WHITEBOOK”, DELETE in its entirety and SUBSTITUTE with the following:

1. Within 10 Working Days from the LNTP the Engineer shall schedule a mandatory Pre-construction meeting with you. The agenda shall include items such as NTP, design services and submittal and review process, critical elements of the Work schedule, submittal schedule, cost breakdown of major lump sum items, payment requests and processing, environmental and community concerns, coordination with the involved utility firms, the level of record project documents required, and emergency telephone numbers for all representatives involved in the course of construction.

**6-6.1.1 Environmental Document.**

1. The City of San Diego has prepared a **Notice of Exemption for Fiscal Year 2025 Road Maintenance and Rehabilitation Account (RMRA) Funds Proposed Project List and Approval of Six Slurry Seal Contracts for Slurry Seal Groups 2521, 2522, 2523, 2524, 2525, and 2526 to be Funded by RMRA Funds** as referenced in the Contract Appendix. You shall comply with all requirements of the **Notice of Exemption** as set forth in **Appendix A**.
2. Compliance with the City’s environmental document shall be included in the Contract Price unless separate bid items have been provided.

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

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

<b>Contract Value</b>	<b>Liquidated Damages Daily Amount</b>
Less than \$200,001	\$1,000
\$200,001 to \$500,000	\$1,500
\$500,001 to \$1,000,000	\$2,000
\$1,000,001 to \$2,000,000	\$2,500
\$2,000,001 to \$5,000,000	\$3,000
\$5,000,001 to \$10,000,000	\$5,500
\$10,000,001 to \$20,000,000	\$6,500
Greater Than \$20,000,000	\$7,000



## SECTION 7 – MEASUREMENT AND PAYMENT

**7-2.1** **Schedule of Values (SOV).** To the “WHITEBOOK”, item 1, DELETE in its entirety and SUBSTITUTE with the following:

1. You shall submit an SOV for the lump sum Bid Items below to the Engineer for review and approval at the Pre-construction meeting:
  - a) Remove, Replace & Install Traffic Striping, Markers, Markings & Devices.
  - b) Traffic Control and Working Drawings.

**7-3.5.1** General. To the “WHITEBOOK”, DELETE in its entirety and SUBSTITUTE with the following:

1. Unit Bid Prices shall not be subject to adjustment regardless of quantity used for the following Bid Items:
  - a) **“Asphalt Pavement Repair”**
  - b) **“Crack Seal”**
  - c) **“Crushed Miscellaneous Base”**
  - d) **“Asphalt Concrete with Pavement Fabric Material”**
  - e) **“Raise Appurtenance to Grade (Water, Sewer)”**
  - f) **“Adjust Existing Manhole Frame and Cover to Grade”**
  - g) **“Adjust Existing Survey Monument to Grade”**
  - h) **“Reconstruct Survey Monument Box”**
  - i) **“Traffic Detector Loop Replacement or Conduit Stub Installed”**
  - j) **“Removal of Humps, Lumps, and Pavement Irregularities”**
  - k) **“Edge Grind AC Pavement (<2)”**

**7-3.8** **Eliminated Items.** To the “GREENBOOK”, DELETE in its entirety and SUBSTITUTE with the following:

1. Should any Bid items, except Bid Items listed in item 2 of this section, be eliminated in its entirety, payment will be made to the Contractor for its actual costs incurred in connection with the eliminated item prior to notification in writing from the Engineer so stating its elimination.
2. If eliminated in their entirety, no payment will be made for actual costs incurred in connection with the following eliminated items:
  - a) **“Raise Appurtenance to Grade (Water, Sewer)”**
  - b) **“Adjust Existing Manhole Frame and Cover to Grade”**

- c) **“Survey Monument Lids”**
- d) **“Reconstruct Survey Monument Box”**
- e) **“Adjust Existing Survey Monument to Grade”**
- f) **“Crushed Miscellaneous Base”**
- g) **“Traffic Detector Loop Replacement or Conduit Stub Installed”**
- h) **“Detector Lead-In Cable”**
- i) **“Removal of Humps, Lumps, and Pavement Irregularities”**
- j) **“Micro-Mill AC Pavement (<1)”**
- k) **“Asphalt Concrete with Pavement Fabric Material”**
- l) **“Crack Seal”**
- m) **“Edge Grind AC Pavement (<2)”**

3. If material conforming to the Plans and Specifications is ordered for use in the eliminated items prior to the date of notification of elimination by the Engineer, and if the order for that material cannot be canceled, payment will be made to you for the actual cost of the material. In this case, the material shall become the property of the City and payment will be made to you for actual costs for any further handling. If the material is returnable, the material shall be returned, and payment will be made to you for actual cost of charges made by the supplier for handling and returning the material.

**7-3.9**

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

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

**TABLE 7-3.9  
FIELD ORDER LIMITS**

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

**7-3.11 Compensation Adjustments for Price Index Fluctuations.** To the "WHITEBOOK", item 2, DELETE in its entirety and SUBSTITUTE with the following:

2. The compensation for paving asphalt shall be increased or decreased for paving asphalt price fluctuations in accordance with 9-1.07 "Payment Adjustments for Price Index Fluctuations" in the Caltrans Standard Specifications.

To the "WHITEBOOK", ADD the following:

5. This Contract **is** subject to the provisions of the "WHITEBOOK" for Compensation Adjustments for Price Index Fluctuations for paving asphalt.

**SECTION 200 – ROCK MATERIALS**

**ADD:**

**200-1.2.2.4 Screenings for Polymer Modified Rejuvenating Emulsion (PMRE).** Screenings for use as cover aggregate over polymer modified rejuvenating emulsion for scrub seal applications shall conform to the gradation requirements shown in Table 200-1.2.2.4.

**Table 200-1.2.2.4**

Sieve Size	Percentage Passing Sieve		
	Medium	Medium Fine	Fine
3/4"	-	-	-
1/2"	100	-	-
3/8"	85-100	100	100
No. 4	0-15	0-50	60-85
No. 8	0-5	0-15	0-25
No. 16	-	0-5	0-5
No. 30	-	0-3	0-3
No. 200	0-2	0-2	0-2

The ratio of length to width of screenings shall not be greater than 2:1

**SECTION 203 - BITUMINOUS MATERIALS**

**ADD:**

**203-3.4.7 Polymer Modified Rejuvenating Emulsion (PMRE).**

**203-3.4.7.1 General.** PMRE shall be cationic and shall consist of asphalt, latex polymer modifier and a rejuvenating agent.

PMRE shall conform to the requirements shown in Table 203-3.4.7.

**Table 203-3.4.7**

<b>Test on Emulsion</b>	<b>Test Method</b>	<b>Specification</b>
Viscosity @ 122°F (SFS)	AASHTO T59	50-350
pH	ASTM E70	2.5-5.0
Sieve, w%, max.	AASHTO D244	0.1
Residue, w%, min.	AASHTO T59	65
Oil distillate, w% (177°C)	ASTM D244	0.5
Storage Stability, 24 Hr, 25°C, max	AASHTO T59	1.0
<b>Test on Residue Recovered by Evaporation (AASHTO T59)</b>		
Viscosity @ 140°F, (P), max.	ASTM D2171 (c,d)	5000
Penetration @ 39.2°F, min.	ASTM D5	40 to 70
Elastic Recovery %, min.	AASHTO T59, T301(a,b)	60

**203-3.4.7.2 Rejuvenating Agent.** The rejuvenating agent shall conform to Table 203-3.4.7.2.

**Table 203-3.4.7.2**

<b>Test on Rejuvenating Agent</b>	<b>Test Method</b>	<b>Requirements</b>
Viscosity, 140°F, CST	ASTM D2170	50-175
Flash Point, °F, COC	ASTM D92	380 Min
Saturate, % by weight	ASTM D2007	30 Max
Asphaltenes, % by weight	ASTM D2007	1.0 Max
<b>Test on Rejuvenating Agent RTFOT Residue</b>		
Weight Change, %	ASTM D2872	6.5
Viscosity Ratio	ASTM D2170	3.0

- a. Exception to AASHTO T59: Bring the temperature on the lower thermometer slowly to 350° F plus or minus 10°F. Maintain at this temperature for 20 minutes. Complete total distillation in 60 plus or minus 5 minutes from the first application of heat.
- b. Elastic Recovery @ 10°C (50° F): Hourglass sides, pull 20 cm, hold 5 minutes then cut, let sit for 1 hour.
- c. If it is suspected that a sample may contain solid material, strain the melted sample into the container through a No. 500 (300-µm) sieve conforming to Specification E 11."
- d. Use an AI-200 glass capillary tube to run the test. If the viscosity is 4000 or above, use an AI 400 instead.

**203-3.4.7.3 Certificate of Compliance.** A Certificate of Compliance conforming to SECTION 4-5 CERTIFICATE OF COMPLIANCE of the GREENBOOK shall accompany each shipment of PMRE to the Work site and be submitted to the Engineer prior to application. In addition to the requirements of SECTION 4-5 CERTIFICATE OF COMPLIANCE of the GREENBOOK, the certificate shall show the shipment number, type of material, density, refinery, consignee, destination, quantity, Project title, purchase order number, and date of shipment.

PMRE shipped without a Certificate of Compliance will not be allowed to be used.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Table 203-6.2.5.3**

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

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

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

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

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

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

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

For startup of a project:

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

<b>Quality Characteristic</b>	<b>Test Method</b>
Asphalt binder content	AASHTO T 308, Method A
HMA moisture content	AASHTO T 329
Combined Aggregate Gradation	California Test 384
Combined Aggregate Sand equivalent	California Test 217 or ASTM D2419
Combined Aggregate Moisture content	AASHTO T 255
Air voids content	AASHTO T 269
Voids in mineral aggregate	MS-2 Asphalt mixture volumetrics
Dust proportion	MS-2 Asphalt mixture volumetrics
Hveem Stability	MS-2 and OBC CT 367
Hamburg wheel track	AASHTO T 324 (modified)
Gyrations Compaction	AASHTO T 312

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

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

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

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

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

**Table 203-6.2.5.5**

Quality Characteristic	Test method	Requirement
Uncorrected Binder Content (% within the average value reported) <sup>a</sup>	AASHTO T 308	±2.00
Specific gravity (within the average value reported)	AASHTO T 209	±0.06
Combined Aggregates Sand Equivalent (min)	California Test 217 or ASTM D2419	50

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

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

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

**203-6.3.1 General.**

1. The Contractor shall submit in accordance with 3-8.4 a JMF that summarizes each asphalt concrete mix design for each class and grade of asphalt concrete



required to construct the Work. Supporting information for the warm mix asphalt (WMA) technology and/or recycling agent, if included in a mixture, shall also be submitted e.g., C2 PG 58-16 (½ inch) (12.5 mm) and B3 PG 58-16 (¾ inch) (19 mm) asphalt concrete.

2. Asphalt concrete for JMF and Mix Designs shall be Type III and shall not exceed the allowable RAP level.
3. The JMF shall identify the source and the individual grading of each material used to produce the mix design (including the percentage and individual gradation of any manufactured or natural sands), the combined gradation, the optimum binder content (OBC), void content, reclaimed asphalt pavement (RAP) percentage, RAP gradation, RAP binder content, stability value, plant identification, mix number, WMA technology, and the source and performance grade of the paving asphalt. Upon request, the mix design test data represented by the JMF shall be immediately made available to the Engineer.
4. When greater than 25 percent RAP is to be included in a mixture, a mix design shall be submitted on Caltrans Forms CEM-3511 and CEM-3512 or another format as approved by the Engineer. The submittal shall include supporting information showing the viscosity of the individual binders (both the virgin paving asphalt grade and that of the binder recovered from the RAP); and the amount of recycling agent, if any, and the blended final viscosity in accordance with AASHTO M323.
5. For all mixtures, the asphalt binder content shall be defined as the total bituminous material present in the mix consisting of the blend of virgin paving asphalt, residual paving asphalt from RAP, and recycling agent.
6. Refer to Caltrans Standard Specifications, 39-2.01A(3)(b), "Job Mix Formula" for additional requirements for modifications, renewal, authorization, and quality control plan.
7. A new mix design shall be prepared and a new JMF submitted if:
  - a) the combined aggregate gradation is not within  $\pm 3$  percentage points of the gradation shown on the referenced mix design on any sieve,
  - b) the source of any aggregate is changed,
  - c) the performance grade of paving asphalt is changed,
  - d) the average binder content in a new fractionated RAP stockpile varies by more than  $\pm 2.00$  percent from the average RAP binder content reported on the JMF,
  - e) the average maximum specific gravity in a new fractionated RAP stockpile varies by more than  $\pm 0.060$  from the average maximum specific gravity value reported on the JMF.

8. AASHTO T 324 (Modified) is AASHTO T 324 (Standard Method of Test for Hamburg Wheel-Track Testing of Compacted Asphalt Mixtures) with the following parameters:
  - a) Target air voids must equal  $7.0 \pm 1.0$  percent.
  - b) Specimen height must be  $60 \pm 1$  mm.
  - c) Number of test specimens must be 4 to run 2 tests.
  - d) Do not average the 2 test results.
  - e) Test specimen must be a 150 mm gyratory compacted specimen.
  - f) Test temperature must be set at:
    1.  $113 \pm 2$  degrees F for PG 58 for use of 25% RAP
    2.  $122 \pm 2$  degrees F for PG 64 for use of 15% RAP
    3. Measurements for impression must be taken at every 100 passes along the total length of the sample.
  - g) Inflection point is the number of wheel passes at the intersection of the creep slope and the stripping slope at maximum rut depth.
  - h) Testing shut off must be set at 25,000 passes.
  - i) Submersion time for samples must not exceed 4 hours.
9. Take samples under California Test 125.

**ADD:**

**203-6.3.3**

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

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

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

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

**ADD:**

**203-6.4.5**

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

1. Choose the aggregate gradation from:
  - a) 1/2-inch Type A HMA aggregate gradation.

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

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

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

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

**203-6.7 Production.** To the "GREENBOOK", ADD the following:

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

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

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

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

Calibrate the loss-in-weight meter by:

- 1. Including at least 1 complete system refill cycle during each calibration test run
- 2. Operating the device in a normal run mode for 10 minutes immediately before starting the calibration process
- 3. Isolating the scale system within the loss-in-weight feeder from surrounding vibration

4. Checking the scale system within the loss-in-weight feeder for accuracy before and after the calibration process and daily during mix production
5. Using a minimum 15 minute or minimum 250 lb. test run size for a dry ingredient delivery rate of less than 1 ton per hour
6. Complying with the limits of City's Conveyor Scale Testing

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

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

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

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

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

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

1. Prior to the application of the surface seal, the Contractor shall complete all necessary preparation and repair work to the road segment as specified in the Special Provisions and Contract Documents or as directed by the Engineer.
2. No preparatory asphalt work shall be done when the atmospheric temperature is below 50 °F or during unsuitable weather.
3. Prior to the application of the surface seal, the Contractor shall reference all utility and manhole covers and survey monuments with a sufficient number of points to locate each facility after sealing the street. The reference marks shall be removed to the satisfaction of the Engineer when no longer needed.
4. Manhole covers, utility vaults and the surfaces of other utility facilities, survey monuments and benchmarks, shall be covered using a material approved by the Engineer. The cover material and application procedure shall not result in adherence of the surface seal nor in stripping of the surface seal from the adjacent roadway pavement. All utility, manhole, and survey monument covers will need to be removed prior to leaving the work site at the end of the day. Temporary covers shall be re-applied prior to each subsequent surface seal application.
5. Preparatory Work shall include tree trimming, weed abatement, weed spraying, crack sealing, asphalt repair, cold milling, subgrade preparation,

base repair, edge grind, removal of humps and pavement irregularities, removal of raised pavement markers, removal of pavement markings, identifying location of public and private utilities and appurtenances, all concrete work, and any other work and as specified in the Special Provisions and Contract Documents or as directed by the Engineer.

6. Preparatory crack sealing for slurry seal shall occur after the completion of asphalt pavement repair, base repair, and edge grind operations. At the end of each day the Contractor shall submit to the Engineer an itemized list of crack seal work completed. The list shall include the location of the work and the exact quantity of pounds of crack seal placed. Crack seal shall not be required for streets scheduled to be scrub sealed or cape sealed as specified in the Contract Documents.
7. Existing City manhole frames and covers, appurtenances (water and sewer), and survey monuments to be raised or reconstructed shall be adjusted after the placement of the surface seal or as directed by the Engineer. Relocation or adjustment to grade by other agencies/companies shall be identified by marking the face of the curb closest to the utility appurtenance as follows:
  1. Offset distance of the appurtenance from the curb face
  2. The limits of the appurtenance or corners of the vault/box
8. Most areas of damaged asphalt requiring Asphalt Pavement Repair have been marked out in the field as "MP" or "DO" (mill & pave or dig-out). Mill & Paves shall have a minimum depth of 2", and dig-outs, also called base repairs, shall have a minimum depth of 10". Some areas may be marked out in the field as "MP4" and shall have a minimum mill & pave depth of 4".
9. The minimum repair area shall be 4 feet by 4 feet regardless of mark out.
10. Edges of milled areas shall be cut cleanly.
11. Material removed, regardless of removal method, shall be disposed of at a legal site.
12. You shall repair marked out areas of distressed asphalt concrete pavement by, milling, grinding, or saw cutting to remove damaged areas of pavement in accordance with 404-1, "General", to expose firm and unyielding pavement, base or native. Unyielding pavement will have no visible cracks and unyielding base or native will be properly compacted, as determined by the Engineer. If cracks are visible, then pavement is not unyielding and shall require additional depth be removed. The Contractor shall prepare subgrade as needed and install a maximum of 5" compacted asphalt concrete pavement over compacted base material to be level with adjacent roadway surface.
13. If, in order to achieve the minimum specified depth, the base material is exposed, then the existing base material, as well as additional base material

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

14. The QCP shall establish location and timing of compaction testing and shall be subject to approval by the Engineer. You shall reimburse the City for the cost of retesting failing compaction tests conducted as part of the City of San Diego Quality Assurance testing.
15. Base repairs shall have a minimum depth of 10".
16. Compaction tests shall be made to ensure compliance with the specifications. The Engineer will determine when and where the test will occur. If additional base material is required, the Contractor shall use Crushed Miscellaneous Base in accordance with 200-2.4, "Crushed Miscellaneous Base". If the base material is exposed, to achieve the required minimum removal thickness, the base material shall be prepared conforming to 301-1, "SUBGRADE PREPARATION".
17. Recycled base material shall conform to Crushed Miscellaneous Base Material in accordance with 200-2.4, "Crushed Miscellaneous Base."
18. Base repairs shall comply with 203-6, "Asphalt Concrete."
19. You may use grinding as a method for removal of deteriorated pavement when the areas indicated for removal are large enough (a minimum of the machine drum width) and when approved by the Engineer.
20. For both scheduled and unscheduled base repairs, failed areas may be removed by milling or by excavation provided that the edges are cut cleanly with a saw. The areas shall be cleaned, and tack coated in accordance with 302-5.4, "Tack Coat" before replacing the asphalt pavement. Please refer to the Contract Documents .
21. Base repair areas where failed pavement is removed either by cold milling or by excavation shall be restored to existing pavement grade with "Crushed Miscellaneous Base" at 5 inches, and 5 inches of Asphalt Concrete shall be placed atop the layer of "Crushed Miscellaneous Base" unless otherwise directed by the Engineer. These areas have been identified in the Contract Documents as "DO". The Crushed Miscellaneous Base shall be in accordance with 200-2.4, "Crushed Miscellaneous Base."
22. Preliminary quantities are identified in the Contract Documents but may need to be increased and approved by the Engineer at the time of construction. Base Repairs shall not exceed 25% RAP in content.
23. When applicable, the areas and quantities shown in the Contract Documents are given only for the Contractor's aid in planning the Work and preparing Bids. You shall identify any new areas that require repair prior to paving in order to construct a smooth and stable pavement surface. Upon approval by the engineer, the repair locations shall be incorporated into scope of work and shall not be considered extra work. You shall mark the pavement area as "DO" or as directed by the Engineer.

24. Prior to replacing asphalt, the area shall be cleaned by removing all loose and damaged material, moisture, dirt, and other foreign matter and shall be tack coated in accordance with 302-5.4, "Tack Coat."
25. When milling and/or grinding asphalt pavement and the Contractor encounters solid, level unyielding PCC trench caps or appurtenance collars before reaching a minimum depth of 2", then the Contractor shall place enough asphalt concrete pavement to bring the surface to be level with the adjacent roadway.
26. The Contractor shall install new asphalt within the repair area or for patches in accordance with 302-5, "ASPHALT CONCRETE PAVEMENT." Asphalt concrete shall be III-B3-PG 64-10 (3/4") and III-C2-PG 64-10 (1/2") in compliance with 203-6, "ASPHALT CONCRETE."
27. Following the asphalt placement, the Contractor shall roll the entire area of new asphalt in both directions at least twice. The finished patch shall be level and smooth in compliance with the 302-5.6.2, "Density and Smoothness." After placement and compaction of the asphalt patch, you shall seal all finished edges with a 4 inch (101.6 mm) wide continuous band of SS-1H.
28. At the end of each day the Contractor shall submit to the Engineer an itemized list of asphalt pavement and base repair work completed. The list shall include the location of the work, the exact square footage of the repair, tons of asphalt placed, and tons of base material placed.
29. When micro-mill is specified in the Contract Documents, streets shall be micro-milled after the asphalt pavement repairs, base repairs, and edge-grinding have been completed.
30. The quantities shown in the appendices are based on a street assessment survey and may vary. The Engineer will designate the limits to be removed and prepared and these designated areas shall be considered to take precedence over the areas shown in an Appendix to the Contract Documents.

**301-1.6.1 Asphalt Patching.** To the "WHITEBOOK", items 1, 2, and 5, DELETE in their entirety and SUBSTITUTE with the following:

1. Miscellaneous asphalt patching shall consist of patching potholes and skin patching other low spots in the pavement that are deeper than 1/4" per 302-5.6.2, "Density and Smoothness." These areas are generally smaller and more isolated than those areas in need of mill and pave.
2. The areas requiring patching have not been identified in the Contract Documents, nor in the field. The Contractor and/or Engineer shall identify areas that may require patching prior to slurry work to ensure the smoothness and quality of the finished product.
5. You shall remove distressed asphalt pavement either by saw cutting or milling to expose firm and unyielding pavement, prepare subgrade (as needed), and

install compacted asphalt concrete pavement over prepared subgrade per 301-1, "Subgrade Preparation."

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

1. The payment for the preparatory works shall be included in the Contract Unit Bid Item for which preparation works are performed unless it is specified as a separate Bid Item.
2. The areas and quantities in the Contract Documents are given only for the Contractor's aid in planning the Work and preparing Bids. The Engineer will designate the limits to be removed and prepared and these designated areas shall be considered to take precedence over the areas shown in the Contract Documents. The quantities shown in the Contract Documents are based on a street assessment survey and may vary. No payment shall be made for areas of over excavation as determined by the Engineer.
3. Asphalt pavement repair, including both mill & paves and base repair dig-outs, required for both mill & paves and base repair dig-outs, shall be paid at the Contract unit price per ton for "**Asphalt Pavement Repair**". No Payment shall be made for areas of over excavation as determined by the Engineer.
4. The payment for preparatory repair asphalt works shall be paid at the Contract Unit Price for "**Asphalt Pavement Repair**" for each ton placed and includes milling, grinding, hauling, disposal or saw cutting of existing pavement, tree trimming, tack coating, compaction, and all other necessary work related to asphalt pavement installation.  
  
No additional payment shall be made for milling, grinding, or saw cutting concrete, pavement fabric, rubberized material, steel reinforcement, or any other material.
5. Miscellaneous asphalt patching and tack coat shall be included in the unit price for Bid Item "**Asphalt Pavement Repair**" and no additional payment shall be made therefore regardless of number and location of patches.

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

- i. The payment for base repair dig-outs shall be paid at the Contract Unit Price for "**Crushed Miscellaneous Base**", for each ton placed and includes milling, grinding, excavating, hauling, disposal, or saw cutting of existing pavement, and all other necessary work related to asphalt base repair.

## **SECTION 302 – ROADWAY RESURFACING**

**302-2 CHIP SEAL.**

**302-2.2.1 Emulsified Asphalt.** To the "GREENBOOK", ADD the following:

Emulsified asphalt for scrub seal applications shall be a polymer modified rejuvenating emulsion (PMRE) conforming to 203-3.4.7.



**302-2.2.3 Screenings.** To the "GREENBOOK", DELETE in its entirety and SUBSTITUTE with the following:

The size of screenings used shall be medium fine 5/16" x No. 8 and conform to the requirements shown in Table 200-1.2.2.2 unless otherwise specified.

The contractor shall ensure that the selected bituminous material is compatible with the aggregate to be used. This may require conducting electrostatic testing of aggregate source before chip design to ensure that the binder selected is compatible with the potential sources of aggregate.

**302-2.3.6 Sweepers.** To the "GREENBOOK", ADD the following:

Brooms shall not be steel-tined brooms on emulsion chip seals. Sweepers shall be capable of removing loose screenings adjacent to barriers that prevent aggregate from being swept off the roadway, including curbs, gutters, dikes, berms, and railings.

**302-2.4 Roadway Surface Preparation.** To the "GREENBOOK", ADD the following:

Remove any extraneous material affecting adhesion of the chip seal with the existing surface and drying.

**ADD:**

**302-2.4.1 Testing.** Testing shall conform to the requirements of 203-3.4.5.

**302-2.6.1 General.** To the "GREENBOOK", ADD the following:

Schedule the operations so that chip seals are placed on both lanes of the travel way each work shift. At the end of the work shift, the end of the chip seals on both lanes must generally match.

**302-2.6.2 Polymer Modified Emulsified Asphalt.** To the "GREENBOOK", ADD the following:

The initial application rate for each road shall be 0.30 gal/sq yd and any adjustments to this rate shall be determined by the Contractor and will be subject to approval by the Engineer.

Do not apply polymer modified asphaltic emulsions when weather forecasts predict the ambient air temperature will fall below 39 degrees F within 24 hours after application.

Emulsion shall not be applied a greater distance than can be immediately covered by screenings, and, in no case, shall the distributor truck advance more than 200' ahead of the screening spreader.

**302-2.6.4.1 General.** To the "GREENBOOK", ADD the following:

Do not allow vehicles to drive on asphaltic emulsion or asphalt binder before spreading aggregate. Operate the spreader at speeds slow enough to prevent aggregate from rolling over after dropping.

If the spreader is not moving, aggregate must not drop. If you stop spreading and aggregate drops, remove the excess aggregate before resuming activities.

**302-2.6.4.2 Spreading on Polymer Modified Emulsified Asphalt.** To the "GREENBOOK", ADD the following:

You may stockpile aggregate for the polymer modified emulsified asphalt chip seals if you prevent contamination. Aggregate must have a damp surface at spreading. If water visibly separates from the aggregate, do not spread. You may re-dampen aggregate in the delivery vehicle. Operating the chip spreader at speeds which cause the chips to roll over after striking the bituminous covered surface will not be permitted.

Spread aggregate before the polymer modified emulsified asphalt sets or breaks.

Do not spread aggregate more than 500 feet ahead of the completed initial rolling.

**302-2.7 Finishing.**

**302-2.7.1 General.** To the "GREENBOOK", ADD the following:

- d) Remove temporary covers from appurtenances and utility covers prior to leaving the worksite at the end of the day.

**302-2.8 Flush Coat.**

**302-2.8.1 General.** To the "GREENBOOK", paragraph 1, DELETE in its entirety and SUBSTITUTE with the following:

Flush coat shall consist of the application of an emulsified asphalt fog seal to the surface of the chip seal. Flush coat application shall begin immediately after initial sweeping and removal of excess screenings and prior to opening the lane to uncontrolled (not controlled with pilot cars) traffic.

Flush coat shall not be applied when a chip seal is applied as part of a cape seal treatment.

**302-2.11 Payment.** To the "GREENBOOK", DELETE in its entirety and SUBSTITUTE with the following:

The payment for chip seals will be made at the Contract Unit Price for "PME Chip Seal" per square foot for each combination of size of screenings and grade of emulsified asphalt or modified paving asphalt used in the Work. The basis of the payment shall be as specified in the Bid.

Unless otherwise specified, the Contract Unit Price shall include:

- a) public notification,
- b) surface preparation,
- c) materials,
- d) application and spreading,
- e) finishing,
- f) sweeping,
- g) disposal, and
- h) maintenance of the completed chip seal

**302-4.12.2 Application.** To the “WHITEBOOK”, item 1, subsection c, DELETE in its entirety and SUBSTITUTE with the following:

- c) RPMS shall only be placed when the ambient temperature is at least 50° F and rising. Do not place slurry seal if rain is imminent or the ambient temperature is expected to be below 32° within 24 hours after placement.
- d) The weather and temperature requirements listed in subsection c shall supersede those listed in section 37-3.01 C(5)(b) of the Caltrans Standard Specifications.

To the “WHITEBOOK”, item 2, subsection b, ADD the following:

- iii. Where multiple layers of RPMS are specified, the first layer, regardless of Type, shall be placed 1’ from concrete gutters.

**302-4.12.4 Measurement and Payment.** To the “WHITEBOOK”, DELETE in its entirety and SUBSTITUTE with the following:

- 1. RPMS shall be paid on the square footage of RPMS applied. The measurement of RPMS applied shall be calculated by dividing the weight obtained from Certified Weighmaster Certificates by the spread rate for the type specified. You shall present Weighmaster Certificates for unused material remaining at the completion of the Work at no cost to the City. The payment shall be determined by deducting the amount of unused material from the total amount of material delivered.
- 2. The payment for RPMS shall be the total square footage used on the project calculated using the method described and shall be paid under the following:

BID DESCRIPTION	UNIT
“Rubber Polymer Modified Slurry (RPMS) Type I”	SF
“Rubber Polymer Modified Slurry (RPMS) Type II”	SF
“Rubber Polymer Modified Slurry (RPMS) Type III”	SF

- 3. The Bid items for RPMS shall include full compensation for the specified surface preparation not included in other Bid items and shall include the work necessary to construct the RPMS as specified on the Plans. Sweeping, removals, and furnishing the aggregate required for the mix design shall also be included in this Bid item.
- 4. The payment for sampling and testing of RPMS shall be included in the 3 bid items of the Rubber Polymer Modified Slurry listed in the table of item 2.

**ADD:**

**302-4.12.5 Field Sampling and Testing.**

1. The contractor shall be responsible for sampling and testing of the RPMS mix.
2. During the performance of the work, the Contractor shall provide at least 2 field samples, from separate loads, of mixed slurry seal per mixer per day.
3. WTAT specimens shall be cast and struck off within 60 seconds of obtaining the sample. WTAT specimens shall not be transported until the slurry seal has set as defined by ASTM D3910.
4. RPMS field samples shall be tested to conform to the requirements below and Table 302-4.9.1 of the "GREENBOOK".

TEST	FREQUENCY OF TESTING
Wet Track Abrasion Test	Minimum 2 per day per type per mixer
Consistency Test	Minimum 1 per day per type per mixer
Extraction Test	Minimum 1 per day per type per mixer
Water Content	Minimum 1 per day per type per mixer

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

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

**302-15.1 General.** To the "WHITEBOOK", item 1, DELETE in its entirety and SUBSTITUTE with the following:

1. All cracks in asphalt 1/8 inch or wider but no greater than 1 inch wide shall be sealed prior to the application of slurry. You shall seal only transverse, longitudinal, block, or reflective cracks. You shall not seal alligator (fatigue) cracked areas or cracks in PCC.

**ADD:**

**302-16 SCRUB SEAL.**

**302-16.1 General.** Scrub seal shall consist of furnishing all labor, materials, tools, equipment, transportation, and incidentals necessary for scrub seal resurfacing.

A scrub seal consists of applying a seal coat using a polymer modified rejuvenating asphaltic emulsion (PMRE), scrubbing the emulsion to fill cracks and voids in the pavement, applying and rolling screenings, and applying a flush coat.

The contractor shall prepare a submittal detailing the scrub seal order of operations including but not limited to the following: weed abatement, asphalt pavement repairs and/or base repairs, edge grinding, micro-milling when specified, application of the PMRE and scrubbing the applied emulsion with a scrub broom as specified, application of screenings, brooming the screenings with a secondary broom when specified, rolling the screenings, and application of a flush coat.

Flush coat shall not be applied when a scrub seal is applied as part of a cape seal treatment.

**302-16.2 Materials.**

**302-16.2.1 Chip Seal.** Chip seal shall conform to 302-2.

**302-16.2.1.1 Emulsified Asphalt.** Emulsified asphalt for the flush coat shall conform to 302-2.2.1

**302-16.2.1.2 Modified Paving Asphalt.** Modified paving asphalt shall conform to 302-2.2.2.

**302-16.2.1.3 Screenings.** The size of screenings used shall be medium fine 5/16" x No. 8 and conform to 200-1.2.2.2 unless otherwise specified.

The screening gradation for a PMRE scrub seal must comply with the requirements of 200-1.2.2.2.

The contractor shall ensure that the selected bituminous material is compatible with the aggregate to be used. This may require conducting electrostatic testing of aggregate source before chip design to ensure that the binder selected is compatible with the potential sources of aggregate.

**302-16.3 Equipment.** Equipment shall conform to 302-2.3 with the addition of a scrub broom (See **Appendix F - Scrub Broom Diagram**). The scrub broom shall be a broom sled of angled nylon-bristled street brooms. The broom sled shall be attached to and pulled by the distributor truck. The broom sled must be equipped with the means to mechanically raise and lower the scrub broom off and onto the road surface at designated points of completion and start up. It shall be towable in an elevated position to the next area of construction. The weight of the broom assembly shall be such that it does not squeegee the emulsion sealer off the roadway surface. Sandbags may be used to ensure contact is maintained.

**302-16.4 Roadway Surface Preparation.** Roadway surface preparation shall conform to 302-2.4.

Prior to the Scrub Seal operation on city streets, the Contractor shall remove any and all vegetation within the limits of the scrub seal by applying an approved herbicide.

The herbicide shall be applied at least 10 days prior to the chip seal operation, or as directed by the manufacturer of the approved herbicide. Herbicides shall be submitted by the contractor for approval by the Agency and shall be certified for use in the State of California for the specific use intended. The application of the herbicide shall be performed in accordance with all applicable regulations. Any and all fines or clean-up costs for unlawful misuse or discarding of herbicides shall be the sole responsibility of the Contractor. Mixtures and spread rates for the herbicides shall be determined by the manufacturer's specifications. Washing down of equipment or discarding of herbicides shall not enter the catch basins or positive drainage facilities.

Prior to the Scrub Seal operation, the Contractor shall remove all existing thermoplastic striping, thermoplastic legends and raised pavement markers within the scrub seal limits. When removing the raised pavement markers, the Contractor shall remove excessive adhesive left on pavement caused from the removal of raised pavement markers. Removal shall be done to the satisfaction of the Engineer.

Prior to the Scrub Seal operation, all personnel covers, drain inlet covers, monument covers, and all other utility covers shall be protected from the Contractor's scrub seal operations by applying a sheet of plastic, cut to fit, or placing a plastic bag over the exposed facilities or other methods approved by the Engineer. All traces of plastic, residual emulsion and chips shall be removed from all personnel covers, drain inlet covers, monument covers, and all other utility covers as quickly as possible, after the application of the scrub seal and the final coat prior to the final acceptance of the project.

Immediately prior to the Scrub Seal operations, the Contractor shall thoroughly clean the surface to receive scrub seal. The Contractor shall sweep the entire surface with power brooms to the satisfaction of the Engineer.

All cracks 1" in width or less shall be blown out with compressed air immediately prior to applying the PMRE so that it is allowed to penetrate and fill these cracks.

Contractor shall identify locations where cracks are found to be in excess of 1" and shall bring them to the attention of the Engineer.

The Contractor shall furnish a computer generated schedule for the work, listing the dates on which individual streets or locations are to be closed to traffic for surfacing. The schedule shall detail the dates each street is to be scrub sealed, and when the final flush coat layer shall be applied. The Contractor shall adhere diligently to the work schedule in the prosecution of the work.

**302-16.5 Temporary Traffic Control.** Temporary traffic control to conform to 302-2.5.

**302-16.6 Application and Spreading.** Chip seal and flush coat shall be applied to the specified roadways where Scrub Seal is identified. Application and spreading shall conform to 302-2.6 and the following:

PMRE shall not be applied:

- a) when the atmospheric temperature is below 50°F or above 105°F
- b) until sufficient screenings are on hand to immediately cover the PMRE,
- c) more than 500 feet ahead of the completed initial rolling

In no case, shall the distributor truck advance more than 200 feet ahead of the screening spreader.

The contractor shall schedule PMRE application such that the PMRE breaks (turns from brown to black) before

- a) the atmospheric temperature falls below 50°F,
- b) the pavement temperature falls below 50°F, and
- c) the time the lane is to be opened to traffic

PMRE must be heated to a temperature above 130°F but not exceed 180°F at the time of application.

The initial application rate shall be 0.32 gallon per square yard. The contractor may propose a different initial rate. If so requested by the Engineer, the Contractor shall apply PMRE to 100-foot test strips to assist in determination. The initial rate of application, and any adjustments thereto during application, shall be subject to approval by the Engineer.

Immediately following application, PMRE shall be scrubbed into the existing pavement surface with a scrub broom. Scrubbing shall fill cracks and voids, force the PMRE into the existing pavement surface, and distribute the PMRE uniformly over the roadway cross section.

Screenings shall be spread immediately after application and brooming of PMRE. Spreading of screenings shall conform to 302-2.6.4. The spread rate for screenings shall be between 16 to 25 lbs per square yard. The exact rate will be determined by the contractor. The rate shall be adjusted up or down as necessary to provide complete and uniform coverage over the PMRE and ensure that no bleeding occurs during rolling. The initial rate, and any adjustments thereto during spreading, shall be subject to approval by the Engineer.

Finishing including initial and final rolling, sweeping, and application of a flush coat shall conform to 302-2.7.

The Contractor shall exercise care to prevent spillage of resurfacing material on concrete surfaces. All surfaces not designated to be resurfaced shall be cleaned immediately before resurfacing any more streets. All streets are to be resurfaced from edge of pavement to edge of pavement and no overlap on concrete shall be permitted.

**302-16.7 Finishing.** Finishing shall conform to 302-2.7. The Contractor shall assume full liability and pay all costs associated with any claims made for cracked/broken windshields, damage to paint, etc. on roads scheduled for scrub seal at no cost to the City.

**302-16.8 Flush Coat.** Flush coat shall conform to 302-2.8.

Flush coat shall not be applied on roads receiving a cape seal.

**302-16.9 Maintenance.** Maintenance shall conform to 302-2.9.

**302-16.10 Measurement.** Scrub seal will be measured by the square foot. The quantity of Scrub Seal to be paid will be determined by measuring the total area where Scrub Seal was placed. No payment will be made for materials not used or material placed outside of the limits specified in these contract documents unless directed by the Engineer.

Application rates of PMRE and screening will be verified utilizing calibration information from the distributor and spreader trucks used.

**302-16.11 Payment.** The payment for scrub seal will be made at the Contract Unit Price for “Polymer Modified Rejuvenating Emulsion (PMRE) Scrub Seal” per square foot and shall include full compensation for furnishing all labor, materials, equipment and incidentals for the following items:

- a) public notification
- b) surface preparation,
- c) materials, including the rejuvenating emulsion, screenings, and flush coat
- d) application and spreading,
- e) finishing
- f) sweeping,
- g) disposal, and
- h) maintenance of the completed scrub seal

**ADD:**

**302-17 CAPE SEAL.**

**302-17.1 General.** Cape seal shall consist of furnishing all labor, materials, tools, equipment, transportation, and incidentals necessary for constructing cape seal resurfacing.

Cape seal resurfacing includes an initial scrub seal conforming to 302-16 followed by Type II slurry seal surfacing conforming to 302-4.

When specified, an additional Type I slurry seal shall be applied over bike lanes conforming to 302-4.

**302-17.2 Materials.**

**302-17.2.1 Scrub Seal.** Scrub seal shall conform to 302-16.

**302-17.2.1.1 Emulsified Asphalt.** Emulsified Asphalt shall conform to 203-3.4.7.

**302-17.2.1.2 Modified Paving Asphalt.** Modified paving asphalt shall conform to 302-2.2.2.

**302-17.2.1.3 Screenings.** Screenings shall be medium fine 5/16” x No. 8 and conform to 200-1.2.2.2.

**302-17.2.2 Slurry Seal Surfacing.** Slurry seal surfacing methods shall be Type II and conform to 302-4.12 and 203-5.6.

**302-17.3 Equipment.** Equipment shall conform to 302-16.3 and 302-4.5.

**302-17.4 Roadway Surface Preparation.** Roadway surface preparation shall conform to 302-16.4.

**302-17.5 Temporary Traffic Control.** Temporary traffic control shall conform to 302-2.5 and 302-4.7.



**302-17.6 Application and Spreading.** Scrub seal and Type II RPMS slurry seal shall be applied to the specified roadways where Cape Seal is identified. An additional Type I RPMS slurry seal layer shall be applied within bike lane limits as specified in the Contract Documents.

Allow at least three calendar days but no more than seven calendar days for cure time on the scrub seal prior to applying slurry seal surfacing.

The Contractor shall exercise care to prevent spillage of resurfacing material on concrete surfaces. All surfaces not designated to be resurfaced shall be cleaned immediately before resurfacing any more streets. All streets are to be resurfaced from edge of pavement to edge of pavement and no overlap on concrete shall be permitted.

**302-17.7 Finishing.** Finishing shall conform to the Standard Specifications and these Special Provisions.

The Contractor shall assume full liability and pay all costs associated with any claims made for cracked/broken windshields, damage to paint, etc. on roads scheduled for cape seal at no cost to the City.

**302-17.9 Maintenance.** Maintenance shall conform to the Standard Specifications and these Special Provisions.

**302-17.10 Measurement.** Cape Seal will be measured by the square foot. The quantity of Cape Seal to be paid will be determined by measuring the total area where Cape Seal was placed. No payment will be made for materials not used or material placed outside of the limits specified in these contract documents unless directed by the Engineer.

Application rates of PMRE and screener will be verified utilizing calibration information from the distributor and spreader trucks used.

**302-17.11 Payment.** The payment for cape seal will be made at the Contract Unit Price for **“Cape Seal (PMRE Scrub Seal with Type II Slurry)”** per square foot and shall include full compensation for furnishing all labor, materials, equipment, and incidentals for the following items:

- a) public notification
- b) surface preparation
- c) materials, including the rejuvenating emulsion, screenings, and Type II RPMS Slurry Seal
- d) application and spreading
- e) finishing
- f) sweeping
- g) disposal and
- h) maintenance of the completed scrub seal

The payment for Type I slurry to be placed in bike lanes shall be made at the Contract Unit Price for **“Rubber Polymer Modified Slurry (RPMS) Type I”** per square foot.

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

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

All crosswalks required for this contract shall be in conformance with Standard Drawing SDM-116 for Continental Crosswalks.

The Contractor shall install all traffic striping, pavement markings, pavement markers and devices within 15 calendar days, and no less than 7 calendar days after the last coat of slurry has been applied in accordance with current standards regardless of the existing conditions and installation will include the proposed striping modifications as identified in the Contract Document. All striping modifications shall be coordinated by the Engineer.

Any traffic signage installation as required by the striping plans shall be installed concurrently or prior to the striping installation.

If any striping is removed in the vicinity of a school, the contractor shall re-install all striping prior to the first day of school.

Pedestrian crosswalks, limit lines, pavement arrows, pavement legends, diagonal markings, chevron markings and all bikeway markings shall be installed utilizing 125 mil thickness thermoplastic marking material. All markings noted as green should be skid/slip resistant and comply with the Federal Highway Administration's Interim Approval for Optional Use of Green Colored Pavement for Bike Lanes (IA-14).

**314-2.3 Payment.** To the "GREENBOOK", DELETE in its entirety

**314-3.3 Payment.** To the "GREENBOOK", DELETE in its entirety

**314-4.3.7 Payment.** To the "GREENBOOK", DELETE in its entirety

**314-4.4.6 Payment.** To the "GREENBOOK", DELETE in its entirety.

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

1. All work, materials, labor, costs, and time associated with removing traffic striping, pavement markings and thermoplastics, removal of pavement markers and devices, installing painted traffic striping and markings, installing thermoplastics, installing continental crosswalks, replacement of existing channelizers, replacement and installation of new pavement markers and devices shall be included in the lump sum bid item for **"Remove, Replace & Install Traffic Striping, Markers, Markings and Devices"** regardless of amount installed.

This Bid Item also includes payment for the removal of existing traffic striping, pavement markings, and pavement markers for streets requiring striping modifications as indicated below:

- a) **"Madra Ave Murray Park Dr Striping, Signage Improvement"**
- b) **"Monroe Ave Striping, Signage, & Electrical Improvement"**
- c) **"Zion Ave and Glenroy St Striping, Signage, & Electrical Improvement"**

2. All work, material, labor, costs, and time associated with installing painted traffic striping and markings, installing thermoplastics, installing continental crosswalks, removing and installing traffic signage, installing pavement markers and devices, installing channelizers, and installing other markings in accordance with the Striping Plans in the following link:

<https://drive.google.com/drive/folders/1cMR-yxGbdAeAwvjLh1mdr4wepZaUHHT?usp=sharing>

Payment shall be included in the lump sum Bid items for each striping modification.

- a) **“Madra Ave Murray Park Dr Striping, Signage Improvement”**
- b) **“Monroe Ave Striping, Signage, & Electrical Improvement”**
- c) **“Zion Ave and Glenroy St Striping, Signage, & Electrical Improvement”**

### **SECTION 403 – MANHOLE, SURVEY MONUMENT, AND GATE VALVE FRAMES AND COVERS ADJUSTMENT AND RECONSTRUCTION**

**403-3 MANHOLES AND GATE VALVES IN ASPHALT CONCRETE PAVEMENT.** To the “WHITEBOOK”, item 1, DELETE in its entirety and SUBSTITUTE with the following:

1. Manhole, sewer, and water valve covers shall be raised to be level with the surrounding pavement surface when such appurtenance are a minimum of one inch (1”) below the final surface elevation after the slurry seal has been placed. Engineer to approve location prior to raising.

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

To the “WHITEBOOK”, ADD the following:

9. Manhole, sewer, and water valve covers shall be raised after the placement of the surface seal.

**403-4 SURVEY MONUMENTS.** To the “WHITEBOOK”, DELETE in its entirety and SUBSTITUTE with the following:

1. The casing and cover for survey monuments shall be adjusted to the new grade using riser rings, when such appurtenances are 1.5” to 3.75” below the final surface elevation, in accordance with Standard Drawing M-10B, “Street Survey Monument Overlay Adjustment” and Standard Drawing M-10C, “Street Survey Monument Notes”.
2. The Survey Monument Precast Concrete Pipe Box must be reconstructed in accordance with Standard Drawing M-10B for survey monuments that are greater than 0.5” and less than 1.5” below the final surface elevation or if the lid has been damaged.

3. The Survey Monument Precast Concrete Pipe Box must be reconstructed in accordance with Standard Drawings M-10A and Standard Drawings M-10B for survey monuments that are greater than 3.75" below the final surface elevation.
4. Survey monuments shall be adjusted or reconstructed after the placement of the surface seal.

**403-5 MEASUREMENT AND PAYMENT.** To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

1. The payment for Raising Appurtenances to Grade, including sewer and water valve covers, all casings, extensions, concrete collars, and any necessary items to complete the work shall be made at the Bid unit **"Raise Appurtenance to Grade (Water, Sewer)"** for each appurtenance raised.
2. The payment for adjusting existing survey monument, including casing, frame, ring, covers, extensions, grout, brick support, sand base and any other material to grade shall be included in the Contract Bid Unit Price for **"Adjust Existing Survey Monument to Grade"** for each survey monument raised.
3. The payment for reconstructing the Survey Monument Precast Concrete Pipe Box, monument casing, frame, ring, covers, extensions, grout, brick support, sand base, and any other material required to reconstruct the survey monument precast concrete pipe box shall be included in the Contract Bid Unit Price for **"Reconstruct Survey Monument Box"** for each the Survey Monument Precast Concrete Pipe box reconstructed.
4. The payment for raising sewer and storm drain Manholes to grade, including casings, rings, extensions, concrete collars, asphalt, and any other materials, shall be made at the Bid unit price for **"Adjust Existing Manhole Frame and Cover to Grade"** for each manhole adjusted.
5. The payment for replacing Survey Monument Lids shall be made at the Bid unit price **"Survey Monument Lids"** for each lid replacement.

#### **SECTION 404 – COLD MILLING**

**404-1 GENERAL.** To the "WHITEBOOK", ADD the following:

8. Edges of milled areas shall be cut cleanly. The outside edges of the milled pavement may have a radius transition on the sides parallel to the cutting drum.
9. The presence of roots, pavement fabric, concrete, rubberized material or steel reinforcement within the depth to be cold milled have not been noted, marked out in the field, or quantified.

10. All milling shall be performed in such manner as to improve drainage, eliminate ponding, and re-establish gravity flow across intersections.
11. Material removed, regardless of removal method, shall be disposed of at a legal site.
12. Areas where excess asphalt resulting from successive overlay and or surface treatment, should be milled 6 foot wide, tapering from the lower edge at the edge of gutter to existing pavement surface.

Where specified in the contract documents and as specified by the Engineer, edge grind shall be tapered, 6 feet wide, along the edge of the street and along raised medians with gutters.

The edge grind shall remove variable depth from 0" to 2" of asphalt concrete to bring the milled surface flush with the lip of the gutter. Additional edge cold milling may be required at various locations as determined by the Engineer.

**404-6 COLD MILLING OF COMPOSITE PAVEMENTS.** To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

1. The areas and depths of composite pavement to be cold milled, sawn, or cut have not been identified in the field nor the Contract Documents.
2. Any pavement fabric encountered within the depth to be cold milled shall be disposed of at an approved facility within the jurisdiction of work.

**404-6.1 Cold Milling Of Asphalt Concrete With Pavement Fabric Material.** To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

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

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

6. All damaged traffic detector loop and/or other detection systems located within or adjacent to the limits of work shall be replaced after resurfacing and striping. "Q" loops may be required at bike lanes. "E Modified" loops are required at stop bars. You shall install as many loops as necessary to meet current standards.  
  
Loops may be installed in asphalt, concrete or any other material that may be encountered during installation.
7. The contractor shall provide the City with 3 Working Day written notice for evaluation of the loop layout.

**404-12**

**PAYMENT.** To the "WHITEBOOK", item 1 and item 4, DELETE in their entirety and SUBSTITUTE with the following:

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

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

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

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

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

To the "WHITEBOOK", ADD the following:

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

Payment for milling, grinding, or saw cutting asphalt pavement fabric shall be made included in the contract bid unit price for which the milling is required "**Asphalt Pavement Repair**", and/or "**Crushed Miscellaneous Base**".

6. The payment for edge grinding asphalt concrete, including hauling and disposal of milled material, shall be included in the Contract Price for "**Edge Grind AC Pavement (<2)**" per LF.

**SECTION 405 – MICRO-MILLING**

**405-1**

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

Areas identified in the contract documents shall be micro-milled after the asphalt pavement repairs, base repairs, and/or edge grinding are completed.

**405-4**

**WORK SITE MAINTENANCE.** To the "GREENBOOK", ADD the following:

A self-loading motorized street sweeper equipped with both brooms and a vacuum system, and a functional water spray system shall immediately follow the milling machine. Sweeping shall continue until loose millings have been completely removed

and as requested by the Engineer. The Contractor shall maintain the micro-milled surface until the surface treatment is applied.

**405-7 PAYMENT.** To the "GREENBOOK", DELETE in its entirety and SUBSTITUTE with the following:

Payment for micro-milling will be made at the unit price per square foot for "Micro-Mill AC Pavement (<1)".

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

**601-3.5.1 General.** To the "WHITEBOOK", item 3, DELETE in its entirety and SUBSTITUTE with the following:

3. Temporary "No Parking" and "No Stopping" signs shall be installed **72 hours** before enforcement. Temporary "No Parking" and "No Stopping" signs shall be installed and removed as specified in the WHITEBOOK. Signs shall indicate specific days, dates, and times of restriction. If violations occur, call Police Dispatch 619-531-2000 to enforce the Tow-Away notice.

**601-7 PAYMENT.** To the "WHITEBOOK", item 1, item 2, and item 4, DELETE in their entirety and SUBSTITUTE with the following:

1. The payment for traffic control Working Drawings, permits, traffic control Work including any traffic control devices that may be required by the City, shall be included in Lump Sum Bid Item for "**Traffic Control and Working Drawings.**"
4. No separate or additional payment shall be made for the following: operation maintenance, repair, or replacement of Temporary Traffic (TTC) zone devices; all traffic control devices, required signs, notices, and detours; Working Drawings, Traffic Control Plans; Labor; and Traffic Control for asphalt pavement repair, surface seal, striping, loop installation, raising appurtenances (manholes, monuments, valves), or any other material relating to traffic control work.

#### **SECTION 700 – DETECTORS**

**700-5.1 Vehicle Detectors.** To the "WHITEBOOK", ADD the following:

7. Detector lead-in cables shall be installed where new Type 'Q' Detector loops are specified per the provided striping plans.

#### **SECTION 701 – CONSTRUCTION**

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

- u) The payment for furnishing and installing detector lead-in cable connecting new or existing traffic signal loops to controller shall be included in the Bid item "**Detector Lead-In Cable**" per LF installed.

## SECTION 801 – INSTALLATION

**801-7.1 Tree Trimming.** To the “WHITEBOOK”, item 1, DELETE in its entirety and SUBSTITUTE with the following:

1. Trees shall be trimmed per ANSI A300 Standards for Tree Care Operations so as to provide adequate clearance for construction equipment during asphalt preparatory work and/or surface seal operations. Tree trimming shall include:  
  
Removal of low branches overhanging residential, collector, or major streets to a height above street grade of 14 feet (4.3 m) unless directed otherwise.
  - a) The Contractor shall complete all tree trimming work prior any asphalt preparatory work and/or surface seal operation.
  - b) A tree trimming schedule shall be provided to the Engineer for approval.

**801-9 PAYMENT.** To the “WHITEBOOK”, item 2, DELETE in its entirety and SUBSTITUTE with the following:

2. The payment for tree trimming shall be included in the Contract Price.

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

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

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

**1001-1.11 Post-Construction Requirements.** To the “WHITEBOOK”, item 2, DELETE in its entirety and SUBSTITUTE with the following:

2. You shall mark every storm drain inlet within the project boundaries with stenciled inlet markings or imbedded concrete stamps. You shall use stenciled inlet markings on existing inlets and concrete stamps on new inlets. On curb inlets, the concrete stamp or stenciled inlet markings shall be placed on the top of the curb at the inlet roof. On catch basins, the concrete stamp shall be imprinted next to the inlet grate.

To the “WHITEBOOK”, ADD the following:

5. You shall remove any damaged decal-disk inlet markers.
6. You shall comply with the following post-construction requirements: Storm Drain Inlet Markings.
7. The stencil shall be approximately 3' x 7-1/4" in size.
8. White and blue waterborne traffic paint shall be used for the inlet markings.



9. You shall apply a white base with stenciled blue lettering.
10. You shall allow sufficient time for the base to dry prior to applying the lettering.
11. A copy of the stencil shall be provided at the pre-construction meeting.

**1001-4.2 Payment.** To the "WHITEBOOK", ADD the following:

4. All work, materials, labor, costs, and time associated with installing stenciled inlet marking shall be paid at the unit bid price "**Post-construction Requirements - Inlet Markings**" for each stenciled marking installed.
  5. The unit bid price for "**Post-construction Requirements - Inlet Markings**" shall include the cost of removal of any decal-disk inlet markers.
-

**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  
City Planning Department  
202 C Street  
San Diego, CA 92101

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

**PROJECT TITLE:** Fiscal Year 2025 Road Maintenance and Rehabilitation Account (RMRA) Funds Proposed Project List and Approval of Six Slurry Seal Contracts for Slurry Seal Groups 2521, 2522, 2523, 2524, 2525, and 2526 to be Funded by RMRA Funds

**PROJECT LOCATION-SPECIFIC:** The projects are located in the following Community Planning areas: City Heights, College Area, Eastern Area, Kensington-Talmadge, Navajo, Normal Heights, Southeastern San Diego, Encanto, Otay Mesa, Otay Mesa-Nestor, San Ysidro, Skyline-Paradise Hills, Barrio Logan, Downtown, Greater Golden Hill, Greater North Park, Mission Valley, Uptown, Carmel Valley, Clairemont Mesa, La Jolla, Midway-Pacific Highway, Mission Beach, Ocean Beach, Pacific Beach, Peninsula, Torrey Hills, Torrey Pines, Kearny Mesa, Linda Vista, Mira Mesa, Serra Mesa, Tierrasanta, University, Black Mountain Ranch, Carmel Mountain Ranch, Miramar Ranch North, Rancho Bernardo, Rancho Encantada, Rancho Penasquitos, and Scripps Miramar Ranch in Council Districts 1, 2, 3, 4, 5, 6, 7, 8, and 9. See Exhibit A for specific locations.

**PROJECT LOCATION-CITY/COUNTY:** San Diego/San Diego

**DESCRIPTION OF NATURE AND PURPOSE OF THE PROJECT:**

The Road Repair and Accountability Act of 2017, which established the Road Maintenance and Rehabilitation Account (RMRA), was signed into law by the Governor on April 28, 2017 as a means to address basic road maintenance, rehabilitation, and critical safety needs on both the state highway and local streets and road systems. Per State and Highway Code (SHC) Section 2030(a), RMRA funds shall be prioritized for expenditure on basic road maintenance and rehabilitation projects, and on critical safety projects.

SHC Section 2030(b)(1) provides a number or example projects and uses for RMRA funding that include, but are not limited to, the following:

- Road maintenance and rehabilitation
- Safety projects
- Railroad Grade Separations
- Complete Street components (including active transportation elements, pedestrian and safety projects, transit facilities, and drainage and stormwater capture projects in conjunction with any other allowable project)
- Traffic control devices

SHC Section 2030(b)(2) states that funds made available by the program may also be used to satisfy a match requirement to obtain state or federal funds for projects authorized by this subdivision.

Pursuant to SHC Section 2037, a City or County may spend an apportionment of RMRA funds on transportation priorities other than those outlined in SHC Section 2030 if the City's or County's average Pavement Condition Index (PCI) meets or exceeds 80. The City of San Diego does not qualify

to spend RMRA funds on other transportation priorities as the average PCI on the last pavement condition assessment completed in 2023 was a 63.

RMRA has become a critical funding source for the City's Street Maintenance Program over the past few years and will help ensure that the City continues to maintain pavement conditions. This consistent funding stream has supported regular preventative maintenance that keeps treated roads from becoming more dangerous and expensive to repair.

A requirement of the program is the approval of a project list by the governing body via Resolution, which is due to the California Transportation Commission by July 1, 2024.

The proposed project includes City Council approval of the Fiscal Year 2025 project list and the approval of six slurry seal contracts for Slurry Seal Groups 2521, 2522, 2523, 2524, 2525, and 2526 to be funded by RMRA funds (Exhibit A). The project list includes streets planned for maintenance and repair in all nine (9) Council Districts and will include approximately 238 lane miles (approximately 128 repair miles) of streets that will have slurry seal or cape seal treatments.

A cape seal project combines the application of a chip seal or scrub seal followed by a slurry seal. A cape seal begins with the application of a chip seal or scrub seal. A chip seal involves the placement of a layer of asphalt emulsion followed by the application of aggregate chips (usually small-sized gravel) over the asphalt emulsion. This is then rolled and compacted to create a durable and skid-resistant surface. Scrub seals are very similar to chip seals described above with the addition of a series of brooms that follow the application of the asphalt emulsion. These brooms, referred to as "scrub brooms", work the emulsion into the surface cracks which helps ensure the surface is completely sealed. After the chip or scrub seal is complete, the surface is overlaid with a slurry seal.

Slurry Seal is an asphalt street surface treatment which consists of sand, emulsion, and water applied as a thin layer up to 3/8-inch thick. Minor surface repairs are completed by the pavement specialists prior to the application of the slurry seal.

These slurry seal and cape seal treatments will also include the installation of high-visibility crosswalk striping after the application of cape seal, scrub seal, or slurry seal to improve pedestrian crossings. Slurry seal and cape seal projects may also include the implementation of bicycle network improvements including bicycle facilities, bicycle striping, and safety improvements.

Slurry Seal Group 2521 involves the application of a slurry seal or cape seal on approximately 38.4 lane miles (approximately 20.9 repair miles) of streets in Council Districts 7 and 9. The proposed slurry seal activities will occur in the Mid-City: City Heights, College Area, Mid-City: Eastern Area, Mid-City: Kensington-Talmadge, Navajo, Mid-City: Normal Heights, and Southeastern San Diego Community Planning areas.

Slurry Seal Group 2522 involves the application of a slurry seal or cape on approximately 36.3 lane miles (19.2 repair miles) of streets in Council Districts 4 and 8. The proposed slurry seal activities will occur in the Eastern Area, Encanto, Otay Mesa, Otay Mesa-Nestor, San Ysidro, and Skyline-Paradise Hills Community Planning Areas.

Slurry Seal Group 2523 involves the application of a slurry seal or cape seal on approximately 34.2 lane miles (22.1 repair miles) of streets in Council Districts 3, 4, and 8. The proposed slurry seal activities will occur in the Barrio Logan, Downtown, Encanto, Greater Golden Hill, Greater North Park, Mission Valley, Skyline-Paradise Hills, Southeastern San Diego, and Uptown Community Planning Areas.

Slurry Seal Group 2524 involves the application of a slurry seal or cape seal on approximately 41.2 lane miles (22.7 repair miles) of streets in Council Districts 1 and 2. The proposed slurry seal

activities will occur in the Carmel Valley, Clairemont Mesa, La Jolla, Midway-Pacific Highway, Mission Beach, Ocean Beach, Pacific Beach, Peninsula, Torrey Hills, and Torrey Pines Community Planning Areas.

Slurry Seal Group 2525 involves the application of a slurry seal or cape seal on approximately 47.9 lane miles (24.1 repair miles) of streets in Council Districts 2, 6, and 7. The proposed slurry seal activities will occur in the Clairemont Mesa, Kearny Mesa, Linda Vista, Mira Mesa, Serra Mesa, Tierrasanta, and University Community Planning Areas.

Slurry Seal Group 2526 involves the application of a slurry seal or cape seal on approximately 39.8 lane miles (19.5 repair miles) of streets in Council Districts 5 and 6. The proposed slurry seal activities will occur in the Black Mountain Ranch, Carmel Mountain Ranch, Mira Mesa, Miramar Ranch North, Rancho Bernardo, Rancho Encantada, Rancho Penasquitos, and Scripps Miramar Ranch Community Planning Areas.

All work would occur within the public right-of-way (paved streets) or previously disturbed non-sensitive areas only. Stormwater Best Management Practices (BMPs) to prevent non-stormwater discharges from entering the City's stormwater conveyance system, as well as Traffic Control Plans (TCPs), will 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 Department, 2781 Caminito Chollas, San Diego, CA 92105. Contact: Joshua Lahmann, Senior Civil Engineer. E-mail: [jlahmann@sandiego.gov](mailto:jlahmann@sandiego.gov). Phone Number: (619) 527-7509.

EXEMPT STATUS:

- MINISTERIAL
- DECLARED EMERGENCY
- EMERGENCY PROJECT
- CATEGORICAL EXEMPTION: CEQA Guidelines Sections 15301(c)(Existing Facilities), 15302 (Replacement or Reconstruction), and 15304 (Minor Alterations to Land)
- STATUTORY EXEMPTION
- COMMON SENSE EXEMPTION

REASONS WHY PROJECT IS EXEMPT:

The City of San Diego conducted an environmental review that determined the project would not have the potential for causing a significant effect on the environment pursuant to State CEQA Guidelines Section 15301(c) (Existing Facilities) which exempts the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of existing or former use, including existing highways and streets, sidewalks, gutters, bicycle and pedestrian trails, and similar facilities (this includes road grading for the purpose of public safety), and other alterations such as the addition of bicycle facilities, including but not limited to bicycle parking, bicycle-share facilities and bicycle lanes, transit improvements such as bus lanes, pedestrian crossings, street trees, and other similar alterations that do not create additional automobile lanes; Section 15302 (Replacement or Reconstruction) which exempts the replacement or reconstruction of existing structures and facilities where the new structure will be located on the same site as the structure replaced and will have substantially the same purpose and capacity as the structure replaced; and Section 15304 (Minor Alterations to Land) which exempts minor public or private alterations in the condition of land, water, and/or vegetation which do not involve removal of healthy, mature, scenic trees except for forestry or agricultural purposes. The exceptions to the

exemptions listed in CEQA Guidelines Section 15300.2 would not apply in that no cumulative impacts were identified; no significant effects on the environment were identified; the projects would not result in damages to an officially designated state scenic highway; and no historical resources would be affected by the action. As to the exception for hazardous materials, the proposed projects would only involve the repair, maintenance, and/or rehabilitation of existing City streets and would not involve any excavation into previously undisturbed soils which would expose potentially hazardous materials. Therefore, the proposed project would not preclude the use of a CEQA exemption pursuant to Section 65962.5 of the Government Code.

**CONTACT PERSON:** Edgar Ramirez Manriquez, Associate Planner  
City of San Diego, City Planning Department  
202 C Street  
San Diego, CA 92101

**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.

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\_\_\_\_\_  
Elena Pascual, Senior Planner  
City of San Diego City Planning Department

5/9/2024  
Date

**CHECK ONE:**

(X) SIGNED BY LEAD AGENCY

DATE RECEIVED FOR FILING WITH COUNTY CLERK OR OPR:

( ) SIGNED BY APPLICANT

**FY2025 Road Maintenance and Rehabilitation Account Project List**

Project Title	Segment ID	Street Name	Cross Street 1	Cross Street 2	Council District	Project Location (Community Planning Area)	Activity	Project Description	Estimated Construction Dates		Estimated Useful Life (# of years)		Functional Classification
									Begin	End	Min	Max	
S2521	SS-000890-PV1	36TH ST	POLK AV	ORANGE AV	9	CITY HEIGHTS	AC - Surface Treatment (RPMS)	Type I/II Slurry Seal	10/2024	03/2025	5	8	Residential
S2521	SS-001002-PV1	41ST ST	THORN ST	MYRTLE AV	9	CITY HEIGHTS	AC - Surface Treatment (RPMS)	Type I/II Slurry Seal	10/2024	03/2025	5	8	Residential
S2521	SS-001060-PV1	44TH ST	LAUREL ST	MAPLE ST	9	CITY HEIGHTS	AC - Cape Seal	Cape Seal	10/2024	03/2025	5	8	Residential
S2521	SS-009630-PV1	DWIGHT ST	MARLBOROUGH AV	42ND ST	9	CITY HEIGHTS	AC - Surface Treatment (RPMS)	Type I/II Slurry Seal	10/2024	03/2025	5	8	Residential
S2521	SS-009631-PV1	DWIGHT ST	42ND ST	VAN DYKE AV	9	CITY HEIGHTS	AC - Cape Seal	Cape Seal	10/2024	03/2025	5	8	Residential
S2521	SS-009632-PV1	DWIGHT ST	VAN DYKE AV	43RD ST	9	CITY HEIGHTS	AC - Surface Treatment (RPMS)	Type I/II Slurry Seal	10/2024	03/2025	5	8	Residential
S2521	SS-009633-PV1	DWIGHT ST	43RD ST	FAIRMOUNT AV	9	CITY HEIGHTS	AC - Cape Seal	Cape Seal	10/2024	03/2025	5	8	Residential
S2521	SS-009634-PV1	DWIGHT ST	FAIRMOUNT AV	44TH ST	9	CITY HEIGHTS	AC - Surface Treatment (RPMS)	Type I/II Slurry Seal	10/2024	03/2025	5	8	Residential
S2521	SS-013492-PV1	HIGHLAND AV	BEGIN	LAUREL ST	9	CITY HEIGHTS	AC - Cape Seal	Cape Seal	10/2024	03/2025	5	8	Collector
S2521	SS-016147-PV1	LAUREL ST	SUMAC DR	FAIRMOUNT AV	9	CITY HEIGHTS	AC - Cape Seal	Cape Seal	10/2024	03/2025	5	8	Local
S2521	SS-016148-PV1	LAUREL ST	44TH ST	LAURIE LN	9	CITY HEIGHTS	AC - Cape Seal	Cape Seal	10/2024	03/2025	5	8	Residential
S2521	SS-017415-PV1	MAPLE ST	HIGHLAND AV	ROSEVIEW PL	9	CITY HEIGHTS	AC - Surface Treatment (RPMS)	Type I/II Slurry Seal	10/2024	03/2025	5	8	Residential
S2521	SS-017416-PV1	MAPLE ST	ROSEVIEW PL	END	9	CITY HEIGHTS	AC - Surface Treatment (RPMS)	Type I/II Slurry Seal	10/2024	03/2025	5	8	Residential
S2521	SS-017435-PV1	MAPLE ST	FAIRMOUNT AV	44TH ST	9	CITY HEIGHTS	AC - Cape Seal	Cape Seal	10/2024	03/2025	5	8	Residential
S2521	SS-017436-PV1	MAPLE ST	44TH ST	HIGHLAND AV	9	CITY HEIGHTS	AC - Surface Treatment (RPMS)	Type I/II Slurry Seal	10/2024	03/2025	5	8	Residential
S2521	SS-017629-PV1	MARLBOROUGH AV	DWIGHT ST	LANDIS ST	9	CITY HEIGHTS	AC - Cape Seal	Cape Seal	10/2024	03/2025	5	8	Local
S2521	SS-017630-PV1	MARLBOROUGH AV	MYRTLE AV	DWIGHT ST	9	CITY HEIGHTS	AC - Cape Seal	Cape Seal	10/2024	03/2025	5	8	Local
S2521	SS-023622-PV1	ROSEVIEW PL	BEGIN	MAPLE ST	9	CITY HEIGHTS	AC - Cape Seal	Cape Seal	10/2024	03/2025	5	8	Residential
S2521	SS-025774-PV1	SUMAC DR	LAUREL ST	FAIRMOUNT AV	9	CITY HEIGHTS	AC - Cape Seal	Cape Seal	10/2024	03/2025	5	8	Collector
S2521	SS-026429-PV1	THORN ST	CENTRAL AV	41ST ST	9	CITY HEIGHTS	AC - Surface Treatment (RPMS)	Type I/II Slurry Seal	10/2024	03/2025	5	8	Local
S2521	SS-026430-PV1	THORN ST	41ST ST	MARLBOROUGH AV	9	CITY HEIGHTS	AC - Surface Treatment (RPMS)	Type I/II Slurry Seal	10/2024	03/2025	5	8	Local
S2521	SS-026431-PV1	THORN ST	MARLBOROUGH AV	42ND ST	9	CITY HEIGHTS	AC - Cape Seal	Cape Seal	10/2024	03/2025	5	8	Local
S2521	SS-018795-PV1	MONROE AV	CONTOUR BL	COLLEGE BL	9	COLLEGE AREA	AC - Cape Seal	Cape Seal	10/2024	03/2025	5	8	Collector
S2521	SS-018908-PV1	MONTEZUMA RD	EAST FALLS VIEW DR	63RD ST	9	COLLEGE AREA	AC - Cape Seal	Cape Seal	10/2024	03/2025	5	8	Major
S2521	SS-018909-PV1	MONTEZUMA RD	63RD ST	ART ST	9	COLLEGE AREA	AC - Cape Seal	Cape Seal	10/2024	03/2025	5	8	Major
S2521	SS-018921-PV1	MONTEZUMA RD	ROCKFORD DR	EAST FALLS VIEW DR	9	COLLEGE AREA	AC - Cape Seal	Cape Seal	10/2024	03/2025	5	8	Major
S2521	SS-006601-PV1	CASITA WY	HARVALA ST	END	9	EASTERN AREA	AC - Cape Seal	Cape Seal	10/2024	03/2025	5	8	Residential
S2521	SS-006602-PV1	CASITA WY	MISSY CT	HARVALA ST	9	EASTERN AREA	AC - Cape Seal	Cape Seal	10/2024	03/2025	5	8	Residential
S2521	SS-006603-PV1	CASITA WY	CELIA VISTA DR	MISSY CT	9	EASTERN AREA	AC - Cape Seal	Cape Seal	10/2024	03/2025	5	8	Residential
S2521	SS-009347-PV1	DONNA AV	MISSY CT	HARVALA ST	9	EASTERN AREA	AC - Cape Seal	Cape Seal	10/2024	03/2025	5	8	Residential
S2521	SS-009348-PV1	DONNA AV	DONNA WY	MISSY CT	9	EASTERN AREA	AC - Cape Seal	Cape Seal	10/2024	03/2025	5	8	Residential
S2521	SS-009349-PV1	DONNA AV	CELIA VISTA DR	DONNA WY	9	EASTERN AREA	AC - Cape Seal	Cape Seal	10/2024	03/2025	5	8	Residential
S2521	SS-009351-PV1	DONNA WY	DONNA AV	69TH ST	9	EASTERN AREA	AC - Cape Seal	Cape Seal	10/2024	03/2025	5	8	Residential
S2521	SS-009965-PV1	EL CAJON BL	AMHERST ST	MONTEZUMA RD	9	EASTERN AREA	AC - Cape Seal	Cape Seal	10/2024	03/2025	5	8	Major
S2521	SS-009967-PV1	EL CAJON BL	ROLANDO BL	AMHERST ST	9	EASTERN AREA	AC - Cape Seal	Cape Seal	10/2024	03/2025	5	8	Major
S2521	SS-009968-PV1	EL CAJON BL	ARAGON DR	ROLANDO BL	9	EASTERN AREA	AC - Cape Seal	Cape Seal	10/2024	03/2025	5	8	Major
S2521	SS-009969-PV1	EL CAJON BL	FILIPO ST	ARAGON DR	9	EASTERN AREA	AC - Cape Seal	Cape Seal	10/2024	03/2025	5	8	Major
S2521	SS-009970-PV1	EL CAJON BL	ART ST	FILIPO ST	9	EASTERN AREA	AC - Cape Seal	Cape Seal	10/2024	03/2025	5	8	Major
S2521	SS-009972-PV1	EL CAJON BL	CHOCTAW DR	ART ST	9	EASTERN AREA	AC - Cape Seal	Cape Seal	10/2024	03/2025	5	8	Major
S2521	SS-009977-PV1	EL CAJON BL	60TH ST	COLLEGE AV	9	EASTERN AREA	AC - Cape Seal	Cape Seal	10/2024	03/2025	5	8	Major
S2521	SS-009978-PV1	EL CAJON BL	60TH ST	60TH ST	9	EASTERN AREA	AC - Cape Seal	Cape Seal	10/2024	03/2025	5	8	Major
S2521	SS-009979-PV1	EL CAJON BL	ESTHER ST	60TH ST	9	EASTERN AREA	AC - Cape Seal	Cape Seal	10/2024	03/2025	5	8	Major
S2521	SS-009980-PV1	EL CAJON BL	59TH ST	ESTHER ST	9	EASTERN AREA	AC - Cape Seal	Cape Seal	10/2024	03/2025	5	8	Major
S2521	SS-009981-PV1	EL CAJON BL	ALICE ST	59TH ST	9	EASTERN AREA	AC - Cape Seal	Cape Seal	10/2024	03/2025	5	8	Major
S2521	SS-009982-PV1	EL CAJON BL	58TH ST	ALICE ST	9	EASTERN AREA	AC - Surface Treatment (RPMS)	Type I/III Slurry Seal	10/2024	03/2025	5	8	Major
S2521	SS-009983-PV1	EL CAJON BL	58TH ST	58TH ST	9	EASTERN AREA	AC - Surface Treatment (RPMS)	Type I/III Slurry Seal	10/2024	03/2025	5	8	Major
S2521	SS-009984-PV1	EL CAJON BL	EL CERRITO DR	58TH ST	9	EASTERN AREA	AC - Cape Seal	Cape Seal	10/2024	03/2025	5	8	Major
S2521	SS-009985-PV1	EL CAJON BL	56TH ST	EL CERRITO DR	9	EASTERN AREA	AC - Cape Seal	Cape Seal	10/2024	03/2025	5	8	Major
S2521	SS-009986-PV1	EL CAJON BL	55TH ST	56TH ST	9	EASTERN AREA	AC - Cape Seal	Cape Seal	10/2024	03/2025	5	8	Major
S2521	SS-013133-PV1	HARVALA ST	CASITA WY	DONNA AV	9	EASTERN AREA	AC - Cape Seal	Cape Seal	10/2024	03/2025	5	8	Residential
S2521	SS-018668-PV1	MISSY CT	CASITA WY	DONNA AV	9	EASTERN AREA	AC - Cape Seal	Cape Seal	10/2024	03/2025	5	8	Residential
S2521	SS-001071-PV1	45TH ST	MONROE AV	END	9	KENSINGTON-TALMADGE	AC - Cape Seal	Cape Seal	10/2024	03/2025	5	8	Residential
S2521	SS-004899-PV1	BRISTOL RD	HILLDALE RD	MIDDLESEX DR	9	KENSINGTON-TALMADGE	AC - Cape Seal	Cape Seal	10/2024	03/2025	5	8	Residential
S2521	SS-004900-PV1	BRISTOL RD	HASTINGS RD	HILLDALE RD	9	KENSINGTON-TALMADGE	AC - Surface Treatment (RPMS)	Type I/II Slurry Seal	10/2024	03/2025	5	8	Residential
S2521	SS-007835-PV1	CONSTANCE DR	NATALIE DR	NORMA DR	9	KENSINGTON-TALMADGE	AC - Surface Treatment (RPMS)	Type I/II Slurry Seal	10/2024	03/2025	5	8	Residential
S2521	SS-007836-PV1	CONSTANCE DR	NORMA DR	NATALIE DR	9	KENSINGTON-TALMADGE	AC - Surface Treatment (RPMS)	Type I/II Slurry Seal	10/2024	03/2025	5	8	Residential
S2521	SS-009899-PV1	EDGEWARE RD	MIDDLESEX DR	BEDFORD DR	9	KENSINGTON-TALMADGE	AC - Surface Treatment (RPMS)	Type I/II Slurry Seal	10/2024	03/2025	5	8	Residential
S2521	SS-013162-PV1	HASTINGS RD	MIDDLESEX DR	MIDDLESEX DR	9	KENSINGTON-TALMADGE	AC - Surface Treatment (RPMS)	Type I/II Slurry Seal	10/2024	03/2025	5	8	Residential
S2521	SS-013163-PV1	HASTINGS RD	BRISTOL RD	HILLDALE RD	9	KENSINGTON-TALMADGE	AC - Cape Seal	Cape Seal	10/2024	03/2025	5	8	Residential
S2521	SS-013164-PV1	HASTINGS RD	BEGIN	BRISTOL RD	9	KENSINGTON-TALMADGE	AC - Cape Seal	Cape Seal	10/2024	03/2025	5	8	Residential
S2521	SS-013555-PV1	HILLDALE RD	BRAEBURN RD	MIDDLESEX DR	9	KENSINGTON-TALMADGE	AC - Cape Seal	Cape Seal	10/2024	03/2025	5	8	Residential
S2521	SS-013556-PV1	HILLDALE RD	ROXBURY RD	BRAEBURN RD	9	KENSINGTON-TALMADGE	AC - Surface Treatment (RPMS)	Type I/II Slurry Seal	10/2024	03/2025	5	8	Residential
S2521	SS-013557-PV1	HILLDALE RD	BRISTOL RD	ROXBURY RD	9	KENSINGTON-TALMADGE	AC - Cape Seal	Cape Seal	10/2024	03/2025	5	8	Residential
S2521	SS-013558-PV1	HILLDALE RD	HASTINGS RD	BRISTOL RD	9	KENSINGTON-TALMADGE	AC - Cape Seal	Cape Seal	10/2024	03/2025	5	8	Residential
S2521	SS-013560-PV1	HILLDALE RD	MARLBOROUGH DR	HASTINGS RD	9	KENSINGTON-TALMADGE	AC - Cape Seal	Cape Seal	10/2024	03/2025	5	8	Residential
S2521	SS-017641-PV1	MARLBOROUGH DR	BEDFORD DR	BEDFORD DR	9	KENSINGTON-TALMADGE	AC - Surface Treatment (RPMS)	Type I/II Slurry Seal	10/2024	03/2025	5	8	Collector
S2521	SS-017642-PV1	MARLBOROUGH DR	HILLDALE RD	MIDDLESEX DR	9	KENSINGTON-TALMADGE	AC - Cape Seal	Cape Seal	10/2024	03/2025	5	8	Collector
S2521	SS-017643-PV1	MARLBOROUGH DR	ROCHESTER RD	HILLDALE RD	9	KENSINGTON-TALMADGE	AC - Surface Treatment (RPMS)	Type I/II Slurry Seal	10/2024	03/2025	5	8	Collector
S2521	SS-017644-PV1	MARLBOROUGH DR	NORFOLK TR	ROCHESTER RD	9	KENSINGTON-TALMADGE	AC - Surface Treatment (RPMS)	Type I/II Slurry Seal	10/2024	03/2025	5	8	Collector
S2521	SS-017645-PV1	MARLBOROUGH DR	LYMER DR	NORFOLK TR	9	KENSINGTON-TALMADGE	AC - Surface Treatment (RPMS)	Type I/II Slurry Seal	10/2024	03/2025	5	8	Collector
S2521	SS-017646-PV1	MARLBOROUGH DR	EAST CANTERBURY DR	LYMER DR	9	KENSINGTON-TALMADGE	AC - Surface Treatment (RPMS)	Type I/II Slurry Seal	10/2024	03/2025	5	8	Collector
S2521	SS-018242-PV1	MIDDLESEX DR	HILLDALE RD	END	9	KENSINGTON-TALMADGE	AC - Surface Treatment (RPMS)	Type I/II Slurry Seal	10/2024	03/2025	5	8	Residential
S2521	SS-018243-PV1	MIDDLESEX DR	ROXBURY RD	HILLDALE RD	9	KENSINGTON-TALMADGE	AC - Cape Seal	Cape Seal	10/2024	03/2025	5	8	Residential
S2521	SS-018244-PV1	MIDDLESEX DR	BRISTOL RD	ROXBURY RD	9	KENSINGTON-TALMADGE	AC - Cape Seal	Cape Seal	10/2024	03/2025	5	8	Residential
S2521	SS-018245-PV1	MIDDLESEX DR	HASTINGS RD	BRISTOL RD	9	KENSINGTON-TALMADGE	AC - Cape Seal	Cape Seal	10/2024	03/2025	5	8	Residential
S2521	SS-018246-PV1	MIDDLESEX DR	EDGEWARE RD	EAST BEDFORD DR	9	KENSINGTON-TALMADGE	AC - Surface Treatment (RPMS)	Type I/II Slurry Seal	10/2024	03/2025	5	8	Residential



**FY2025 Road Maintenance and Rehabilitation Account Project List**

Project Title	Segment ID	Street Name	Cross Street 1	Cross Street 2	Council District	Project Location (Community Planning Area)	Activity	Project Description	Estimated Construction Dates		Estimated Useful Life (# of years)		Functional Classification
									Begin	End	Min	Max	
S2521	SS-018247-PV1	MIDDLESEX DR	MARLBOROUGH DR	EDGEWARE RD	9	KENSINGTON-TALMADGE	AC - Cape Seal	Cape Seal	10/2024	03/2025	5	8	Residential
S2521	SS-018249-PV1	MIDDLESEX DR	EAST BEDFORD DR	HASTINGS RD	9	KENSINGTON-TALMADGE	AC - Cape Seal	Cape Seal	10/2024	03/2025	5	8	Residential
S2521	SS-018766-PV1	MONROE AV	MAX DR	MAX DR	9	KENSINGTON-TALMADGE	AC - Cape Seal	Cape Seal	10/2024	03/2025	5	8	Collector
S2521	SS-018781-PV1	MONROE AV	DAWSON AV	CONTOUR BL	9	KENSINGTON-TALMADGE	AC - Cape Seal	Cape Seal	10/2024	03/2025	5	8	Collector
S2521	SS-018817-PV1	MONROE AV	50TH ST	ALTADENA AV	9	KENSINGTON-TALMADGE	AC - Cape Seal	Cape Seal	10/2024	03/2025	5	8	Collector
S2521	SS-018819-PV1	MONROE AV	ALTADENA AV	51ST ST	9	KENSINGTON-TALMADGE	AC - Cape Seal	Cape Seal	10/2024	03/2025	5	8	Collector
S2521	SS-018820-PV1	MONROE AV	51ST ST	52ND ST	9	KENSINGTON-TALMADGE	AC - Cape Seal	Cape Seal	10/2024	03/2025	5	8	Collector
S2521	SS-018821-PV1	MONROE AV	52ND ST	DAWSON AV	9	KENSINGTON-TALMADGE	AC - Cape Seal	Cape Seal	10/2024	03/2025	5	8	Collector
S2521	SS-019670-PV1	NATALIE DR	ADAMS AV	CONSTANCE DR	9	KENSINGTON-TALMADGE	AC - Surface Treatment (RPMS)	Type I/II Slurry Seal	10/2024	03/2025	5	8	Residential
S2521	SS-020013-PV1	NORMA DR	CONSTANCE DR	CONSTANCE DR	9	KENSINGTON-TALMADGE	AC - Surface Treatment (RPMS)	Type I/II Slurry Seal	10/2024	03/2025	5	8	Residential
S2521	SS-030274-PV1	MONROE AV	44TH ST	HIGHLAND AV	9	KENSINGTON-TALMADGE	AC - Surface Treatment (RPMS)	Type I/II Slurry Seal	10/2024	03/2025	5	8	Collector
S2521	SS-030275-PV1	MONROE AV	HIGHLAND AV	HIGHLAND AV	9	KENSINGTON-TALMADGE	AC - Surface Treatment (RPMS)	Type I/II Slurry Seal	10/2024	03/2025	5	8	Collector
S2521	SS-030276-PV1	MONROE AV	HIGHLAND AV	45TH ST	9	KENSINGTON-TALMADGE	AC - Cape Seal	Cape Seal	10/2024	03/2025	5	8	Collector
S2521	SS-030277-PV1	MONROE AV	45TH ST	MAX DR	9	KENSINGTON-TALMADGE	AC - Cape Seal	Cape Seal	10/2024	03/2025	5	8	Collector
S2521	SS-004293-PV1	BISBY LAKE AV	SCARF PL	HIGHWOOD DR	7	NAVAJO	AC - Cape Seal	Cape Seal	10/2024	03/2025	5	8	Residential
S2521	SS-004294-PV1	BISBY LAKE AV	WHELAN DR	SCARF PL	7	NAVAJO	AC - Surface Treatment (RPMS)	Type I/II Slurry Seal	10/2024	03/2025	5	8	Residential
S2521	SS-004295-PV1	BISBY LAKE AV	HUDSON DR	WHELAN DR	7	NAVAJO	AC - Surface Treatment (RPMS)	Type I/II Slurry Seal	10/2024	03/2025	5	8	Residential
S2521	SS-004296-PV1	BISBY LAKE AV	MAURY DR	HUDSON DR	7	NAVAJO	AC - Cape Seal	Cape Seal	10/2024	03/2025	5	8	Residential
S2521	SS-004461-PV1	BLUE LAKE DR	LAKE ARROWHEAD DR	LAKE ATHABASKA PL	7	NAVAJO	AC - Surface Treatment (RPMS)	Type I/II Slurry Seal	10/2024	03/2025	5	8	Residential
S2521	SS-004462-PV1	BLUE LAKE DR	LAKE ATHABASKA PL	LAKE APOPKA PL	7	NAVAJO	AC - Cape Seal	Cape Seal	10/2024	03/2025	5	8	Residential
S2521	SS-004463-PV1	BLUE LAKE DR	LAKE APOPKA PL	SOUTH LAKE CT	7	NAVAJO	AC - Cape Seal	Cape Seal	10/2024	03/2025	5	8	Residential
S2521	SS-004464-PV1	BLUE LAKE DR	SOUTH LAKE CT	EAST LAKE DR	7	NAVAJO	AC - Cape Seal	Cape Seal	10/2024	03/2025	5	8	Residential
S2521	SS-004831-PV1	BRETUN WY	LOMOND DR	HENLEY DR	7	NAVAJO	AC - Surface Treatment (RPMS)	Type I/II Slurry Seal	10/2024	03/2025	5	8	Residential
S2521	SS-004832-PV1	BRETUN WY	LANCASTER DR	LOMOND DR	7	NAVAJO	AC - Surface Treatment (RPMS)	Type I/II Slurry Seal	10/2024	03/2025	5	8	Residential
S2521	SS-004833-PV1	BRETUN WY	DEL CERRO BL	LANCASTER DR	7	NAVAJO	AC - Surface Treatment (RPMS)	Type I/II Slurry Seal	10/2024	03/2025	5	8	Residential
S2521	SS-005958-PV1	CAMBRIA CT	LANCASTER DR	HAMPTON CT	7	NAVAJO	AC - Cape Seal	Cape Seal	10/2024	03/2025	5	8	Residential
S2521	SS-006568-PV1	CARTHAGE ST	MOUND AV	BARCLAY AV	7	NAVAJO	AC - Cape Seal	Cape Seal	10/2024	03/2025	5	8	Residential
S2521	SS-008131-PV1	COWLES MTN BL	REGNER RD	ACUFF DR	7	NAVAJO	AC - Cape Seal	Cape Seal	10/2024	03/2025	5	8	Major
S2521	SS-008202-PV1	CRAWFORD ST	CRAWFORD ST	RAINIER AV	7	NAVAJO	AC - Surface Treatment (RPMS)	Type I/II Slurry Seal	10/2024	03/2025	5	8	Residential
S2521	SS-008863-PV1	DECENA DR	TWAIN AV	VANDEVER AV	7	NAVAJO	AC - Cape Seal	Cape Seal	10/2024	03/2025	5	8	Residential
S2521	SS-008910-PV1	DEL CERRO AV	DEL CERRO CT	MADRA AV	7	NAVAJO	AC - Surface Treatment (RPMS)	Type I/II Slurry Seal	10/2024	03/2025	5	8	Residential
S2521	SS-008911-PV1	DEL CERRO AV	AIROSO AV	DEL CERRO CT	7	NAVAJO	AC - Surface Treatment (RPMS)	Type I/II Slurry Seal	10/2024	03/2025	5	8	Residential
S2521	SS-008921-PV1	DEL CERRO BL	GENOA DR	THETA PL	7	NAVAJO	AC - Cape Seal	Cape Seal	10/2024	03/2025	5	8	Collector
S2521	SS-008931-PV1	DEL CERRO BL	LYDEN WY	MALVERN CT	7	NAVAJO	AC - Surface Treatment (RPMS)	Type I/II Slurry Seal	10/2024	03/2025	5	8	Residential
S2521	SS-009053-PV1	DELBARTON ST	GLACIER AV	ORCUTT AV	7	NAVAJO	AC - Surface Treatment (RPMS)	Type I/II Slurry Seal	10/2024	03/2025	5	8	Residential
S2521	SS-012257-PV1	GLENROY ST	GREENBRIER AV	GREENBRIER AV	7	NAVAJO	AC - Cape Seal	Cape Seal	10/2024	03/2025	5	8	Residential
S2521	SS-012258-PV1	GLENROY ST	ZION AV	GREENBRIER AV	7	NAVAJO	AC - Cape Seal	Cape Seal	10/2024	03/2025	5	8	Residential
S2521	SS-012629-PV1	GREENBRIER AV	51ST ST	GLENROY ST	7	NAVAJO	AC - Surface Treatment (RPMS)	Type I/II Slurry Seal	10/2024	03/2025	5	8	Prime
S2521	SS-012630-PV1	GREENBRIER AV	WARING RD	BIRCHWOOD ST	7	NAVAJO	AC - Cape Seal	Cape Seal	10/2024	03/2025	5	8	Residential
S2521	SS-012631-PV1	GREENBRIER AV	BIRCHWOOD ST	CARTHAGE ST	7	NAVAJO	AC - Cape Seal	Cape Seal	10/2024	03/2025	5	8	Residential
S2521	SS-012632-PV1	GREENBRIER AV	CARTHAGE ST	DELFRN ST	7	NAVAJO	AC - Cape Seal	Cape Seal	10/2024	03/2025	5	8	Residential
S2521	SS-012633-PV1	GREENBRIER AV	GREENBRIER AV	ELDRIDGE ST	7	NAVAJO	AC - Cape Seal	Cape Seal	10/2024	03/2025	5	8	Residential
S2521	SS-012974-PV1	HAMPTON CT	KENT PL	CAMBRIA CT	7	NAVAJO	AC - Cape Seal	Cape Seal	10/2024	03/2025	5	8	Residential
S2521	SS-012975-PV1	HAMPTON CT	LANCASTER DR	KENT PL	7	NAVAJO	AC - Cape Seal	Cape Seal	10/2024	03/2025	5	8	Residential
S2521	SS-013333-PV1	HENLEY DR	MALVERN CT	BRETUN WY	7	NAVAJO	AC - Cape Seal	Cape Seal	10/2024	03/2025	5	8	Residential
S2521	SS-013511-PV1	HIGHWOOD DR	MEWALL DR	GROSSMONT COLLEGE DR	7	NAVAJO	AC - Surface Treatment (RPMS)	Type I/II Slurry Seal	10/2024	03/2025	5	8	Major
S2521	SS-013512-PV1	HIGHWOOD DR	LAKE MURRAY BL	MEWALL DR	7	NAVAJO	AC - Cape Seal	Cape Seal	10/2024	03/2025	5	8	Major
S2521	SS-013621-PV1	HODSON ST	ELSA RD	TWAIN AV	7	NAVAJO	AC - Surface Treatment (RPMS)	Type I/II Slurry Seal	10/2024	03/2025	5	8	Residential
S2521	SS-014425-PV1	JACKSON DR	JACKSON DR	MISSION GORGE RD	7	NAVAJO	AC - Cape Seal	Cape Seal	10/2024	03/2025	5	8	Major
S2521	SS-014426-PV1	JACKSON DR	HEMINGWAY DR	DOREEN RD	7	NAVAJO	AC - Cape Seal	Cape Seal	10/2024	03/2025	5	8	Major
S2521	SS-014427-PV1	JACKSON DR	WINDING CREEK DR	HEMINGWAY DR	7	NAVAJO	AC - Surface Treatment (RPMS)	Type I/II Slurry Seal	10/2024	03/2025	5	8	Major
S2521	SS-015122-PV1	KENT PL	LANCASTER DR	HAMPTON CT	7	NAVAJO	AC - Cape Seal	Cape Seal	10/2024	03/2025	5	8	Residential
S2521	SS-015774-PV1	LAKE ANGELA DR	LAKE ATLIN AV	ARMS LAKE AV	7	NAVAJO	AC - Cape Seal	Cape Seal	10/2024	03/2025	5	8	Residential
S2521	SS-015775-PV1	LAKE ANGELA DR	LAKE ARIANA AV	LAKE ATLIN AV	7	NAVAJO	AC - Cape Seal	Cape Seal	10/2024	03/2025	5	8	Residential
S2521	SS-015777-PV1	LAKE ANGELA DR	LAKE ANGELA DR	LAKE ARAGO AV	7	NAVAJO	AC - Cape Seal	Cape Seal	10/2024	03/2025	5	8	Residential
S2521	SS-015778-PV1	LAKE ANGELA DR	LAKE ARAL AV	LAKE ARAGO AV	7	NAVAJO	AC - Cape Seal	Cape Seal	10/2024	03/2025	5	8	Residential
S2521	SS-015786-PV1	LAKE APOPKA PL	BLUE LAKE DR	LAKE ANGELA DR	7	NAVAJO	AC - Cape Seal	Cape Seal	10/2024	03/2025	5	8	Residential
S2521	SS-015788-PV1	LAKE ARAGO AV	LAKE ARAGO AV	LAKE ANGELA DR	7	NAVAJO	AC - Cape Seal	Cape Seal	10/2024	03/2025	5	8	Residential
S2521	SS-015789-PV1	LAKE ARAL AV	LAKE ANGELA DR	LAKE MURRAY (SE FTG) BL	7	NAVAJO	AC - Cape Seal	Cape Seal	10/2024	03/2025	5	8	Residential
S2521	SS-015790-PV1	LAKE ARAL AV	LAKE ANGELA DR	LAKE ANGELA DR	7	NAVAJO	AC - Cape Seal	Cape Seal	10/2024	03/2025	5	8	Residential
S2521	SS-015846-PV1	LAKE MERE CT	LAKE APOPKA PL	LAKE ASHMER DR	7	NAVAJO	AC - Cape Seal	Cape Seal	10/2024	03/2025	5	8	Residential
S2521	SS-015905-PV1	LAMBDA DR	ROCKHURST DR	THETA PL	7	NAVAJO	AC - Surface Treatment (RPMS)	Type I/II Slurry Seal	10/2024	03/2025	5	8	Residential
S2521	SS-015906-PV1	LAMBDA DR	THETA PL	VINLEY PL	7	NAVAJO	AC - Surface Treatment (RPMS)	Type I/II Slurry Seal	10/2024	03/2025	5	8	Residential
S2521	SS-015907-PV1	LAMBDA DR	VINLEY PL	COLLEGE AV	7	NAVAJO	AC - Cape Seal	Cape Seal	10/2024	03/2025	5	8	Residential
S2521	SS-015943-PV1	LANCASTER DR	CAMBRIA CT	KENT PL	7	NAVAJO	AC - Cape Seal	Cape Seal	10/2024	03/2025	5	8	Residential
S2521	SS-015944-PV1	LANCASTER DR	KENT PL	HAMPTON CT	7	NAVAJO	AC - Cape Seal	Cape Seal	10/2024	03/2025	5	8	Residential
S2521	SS-015945-PV1	LANCASTER DR	HAMPTON CT	MALVERN CT	7	NAVAJO	AC - Surface Treatment (RPMS)	Type I/II Slurry Seal	10/2024	03/2025	5	8	Residential
S2521	SS-015946-PV1	LANCASTER DR	MALVERN CT	BRETUN WY	7	NAVAJO	AC - Cape Seal	Cape Seal	10/2024	03/2025	5	8	Residential
S2521	SS-015947-PV1	LANCASTER DR	BRETUN WY	LOMOND DR	7	NAVAJO	AC - Cape Seal	Cape Seal	10/2024	03/2025	5	8	Residential
S2521	SS-016343-PV1	LEWISON CT	BEGIN	LEWISON DR	7	NAVAJO	AC - Cape Seal	Cape Seal	10/2024	03/2025	5	8	Residential
S2521	SS-016344-PV1	LEWISON DR	LEWISON PL	FONTAINE ST	7	NAVAJO	AC - Cape Seal	Cape Seal	10/2024	03/2025	5	8	Residential
S2521	SS-016346-PV1	LEWISON DR	IRWIN AV	LEWISON CT	7	NAVAJO	AC - Cape Seal	Cape Seal	10/2024	03/2025	5	8	Residential
S2521	SS-016347-PV1	LEWISON PL	BEGIN	LEWISON DR	7	NAVAJO	AC - Cape Seal	Cape Seal	10/2024	03/2025	5	8	Residential
S2521	SS-016535-PV1	LINFIELD AV	WESLEY PL	DEL CERRO BL	7	NAVAJO	AC - Cape Seal	Cape Seal	10/2024	03/2025	5	8	Residential
S2521	SS-016536-PV1	LINFIELD AV	REGIS AV	WESLEY PL	7	NAVAJO	AC - Cape Seal	Cape Seal	10/2024	03/2025	5	8	Residential
S2521	SS-016803-PV1	LOMOND DR	MALVERN CT	BRETUN WY	7	NAVAJO	AC - Cape Seal	Cape Seal	10/2024	03/2025	5	8	Residential

## FY2025 Road Maintenance and Rehabilitation Account Project List

Project Title	Segment ID	Street Name	Cross Street 1	Cross Street 2	Council District	Project Location (Community Planning Area)	Activity	Project Description	Estimated Construction Dates		Estimated Useful Life (# of years)		Functional Classification
									Begin	End	Min	Max	
S2521	SS-016804-PV1	LOMOND DR	BRETON WY	LANCASTER DR	7	NAVAJO	AC - Cape Seal	Cape Seal	10/2024	03/2025	5	8	Residential
S2521	SS-017023-PV1	LYDEN WY	BEGIN	DEL CERRO BL	7	NAVAJO	AC - Surface Treatment (RPMS)	Type I/II Slurry Seal	10/2024	03/2025	5	8	Residential
S2521	SS-017178-PV1	MADRA AV	RIDGE MANOR AV	HOPDALE CT	7	NAVAJO	AC - Surface Treatment (RPMS)	Type I/II Slurry Seal	10/2024	03/2025	5	8	Prime
S2521	SS-017179-PV1	MADRA AV	CRYSTALAIRE DR	RIDGE MANOR AV	7	NAVAJO	AC - Surface Treatment (RPMS)	Type I/II Slurry Seal	10/2024	03/2025	5	8	Prime
S2521	SS-017186-PV1	MADRA AV	RAYDEL CT	DEL CERRO BL	7	NAVAJO	AC - Surface Treatment (RPMS)	Type I/II Slurry Seal	10/2024	03/2025	5	8	Residential
S2521	SS-017187-PV1	MADRA AV	DEL CERRO AV	RAYDEL CT	7	NAVAJO	AC - Surface Treatment (RPMS)	Type I/II Slurry Seal	10/2024	03/2025	5	8	Residential
S2521	SS-017189-PV1	MADRA AV	DWANE AV	CRYSTALAIRE DR	7	NAVAJO	AC - Surface Treatment (RPMS)	Type I/II Slurry Seal	10/2024	03/2025	5	8	Prime
S2521	SS-017301-PV1	MALVERN CT	LOMOND DR	HENLEY DR	7	NAVAJO	AC - Cape Seal	Cape Seal	10/2024	03/2025	5	8	Residential
S2521	SS-017302-PV1	MALVERN CT	LANCASTER DR	LOMOND DR	7	NAVAJO	AC - Cape Seal	Cape Seal	10/2024	03/2025	5	8	Residential
S2521	SS-017303-PV1	MALVERN CT	LANCASTER DR	LANCASTER DR	7	NAVAJO	AC - Surface Treatment (RPMS)	Type I/II Slurry Seal	10/2024	03/2025	5	8	Residential
S2521	SS-017501-PV1	MARGERUM AV	HIGHPLACE DR	LARCHWOOD AV	7	NAVAJO	AC - Surface Treatment (RPMS)	Type I/II Slurry Seal	10/2024	03/2025	5	8	Collector
S2521	SS-017803-PV1	MAURY DR	BEGIN	BISBY LAKE AV	7	NAVAJO	AC - Surface Treatment (RPMS)	Type I/II Slurry Seal	10/2024	03/2025	5	8	Residential
S2521	SS-018743-PV1	MONO LAKE DR	BOULDER LAKE AV	LAKE MURRAY (NW FTG) BL	7	NAVAJO	AC - Surface Treatment (RPMS)	Type I/II Slurry Seal	10/2024	03/2025	5	8	Residential
S2521	SS-019513-PV1	MURRAY PARK DR	HOPDALE CT	LOCHMOOR DR	7	NAVAJO	AC - Cape Seal	Cape Seal	10/2024	03/2025	5	8	Prime
S2521	SS-023348-PV1	ROBLES DR	HIGHWOOD DR	ROBLES WY	7	NAVAJO	AC - Cape Seal	Cape Seal	10/2024	03/2025	5	8	Residential
S2521	SS-023350-PV1	ROBLES WY	BEGIN	ROBLES DR	7	NAVAJO	AC - Cape Seal	Cape Seal	10/2024	03/2025	5	8	Residential
S2521	SS-023452-PV1	ROMANY DR	ROCKHURST DR	THETA PL	7	NAVAJO	AC - Surface Treatment (RPMS)	Type I/II Slurry Seal	10/2024	03/2025	5	8	Residential
S2521	SS-026376-PV1	THETA PL	ROMANY DR	LAMBDA DR	7	NAVAJO	AC - Surface Treatment (RPMS)	Type I/II Slurry Seal	10/2024	03/2025	5	8	Residential
S2521	SS-026975-PV1	TWAIN AV	MISSION GORGE RD	DECENA DR	7	NAVAJO	AC - Cape Seal	Cape Seal	10/2024	03/2025	5	8	Prime
S2521	SS-028237-PV1	WANDERMERE DR	WANDERMERE CT	MIRA VISTA LN	7	NAVAJO	AC - Cape Seal	Cape Seal	10/2024	03/2025	5	8	Prime
S2521	SS-028276-PV1	WARMWELL DR	TURNFORD DR	TUXFORD DR	7	NAVAJO	AC - Cape Seal	Cape Seal	10/2024	03/2025	5	8	Residential
S2521	SS-028430-PV1	WESLEY PL	BEGIN	LINFIELD AV	7	NAVAJO	AC - Cape Seal	Cape Seal	10/2024	03/2025	5	8	Residential
S2521	SS-029232-PV1	ZION AV	51ST ST	GLENROY ST	7	NAVAJO	AC - Cape Seal	Cape Seal	10/2024	03/2025	5	8	Prime
S2521	SS-029233-PV1	ZION AV	GLENROY ST	GLENROY ST	7	NAVAJO	AC - Cape Seal	Cape Seal	10/2024	03/2025	5	8	Prime
S2521	SS-029234-PV1	ZION AV	GLENROY ST	WARING RD	7	NAVAJO	AC - Cape Seal	Cape Seal	10/2024	03/2025	5	8	Prime
S2521	SS-029237-PV1	ZION AV	CARTHAGE ST	DELFRN ST	7	NAVAJO	AC - Cape Seal	Cape Seal	10/2024	03/2025	5	8	Residential
S2521	SS-029238-PV1	ZION AV	DELFRN ST	ELDRIDGE ST	7	NAVAJO	AC - Cape Seal	Cape Seal	10/2024	03/2025	5	8	Residential
S2521	SS-031278-PV1	LAKE MURRAY (SE FTG) BL	LAKE ALAMOR AV	LAKE ALTURAS AV	7	NAVAJO	AC - Cape Seal	Cape Seal	10/2024	03/2025	5	8	Residential
S2521	SS-031280-PV1	LAKE MURRAY (SE FTG) BL	LAKE MURRAY (SE FTG) BL	LAKE ALBANO AV	7	NAVAJO	AC - Cape Seal	Cape Seal	10/2024	03/2025	5	8	Residential
S2521	SS-031281-PV1	LAKE MURRAY (SE FTG) BL	LAKE ALBANO AV	AMBER LAKE AV	7	NAVAJO	AC - Cape Seal	Cape Seal	10/2024	03/2025	5	8	Residential
S2521	SS-031283-PV1	LAKE MURRAY (SE FTG) BL	LAKE MURRAY (SE FTG) BL	ANVIL LAKE AV	7	NAVAJO	AC - Cape Seal	Cape Seal	10/2024	03/2025	5	8	Residential
S2521	SS-031285-PV1	LAKE MURRAY (SE FTG) BL	ANVIL LAKE AV	LAKE ARAL AV	7	NAVAJO	AC - Cape Seal	Cape Seal	10/2024	03/2025	5	8	Residential
S2521	SS-000855-PV1	34TH ST	MONROE AV	MADISON AV	9	NORMAL HEIGHTS	AC - Surface Treatment (RPMS)	Type I/II Slurry Seal	10/2024	03/2025	5	8	Collector
S2521	SS-000879-PV1	35TH ST	COPLY AV	EAST MTN VIEW DR	9	NORMAL HEIGHTS	AC - Cape Seal	Cape Seal	10/2024	03/2025	5	8	Collector
S2521	SS-007898-PV1	COPLY AV	35TH ST	EAST MTN VIEW DR	9	NORMAL HEIGHTS	AC - Cape Seal	Cape Seal	10/2024	03/2025	5	8	Residential
S2521	SS-009770-PV1	EAST MTN VIEW DR	COPLY AV	35TH ST	9	NORMAL HEIGHTS	AC - Cape Seal	Cape Seal	10/2024	03/2025	5	8	Residential
S2521	SS-010991-PV1	FELTON ST	MONROE AV	MADISON AV	9	NORMAL HEIGHTS	AC - Surface Treatment (RPMS)	Type I/II Slurry Seal	10/2024	03/2025	5	8	Residential
S2521	SS-018757-PV1	HAWLEY BL	MONROE AV	SWIFT AV	9	NORMAL HEIGHTS	AC - Cape Seal	Cape Seal	10/2024	03/2025	5	8	Residential
S2521	SS-018804-PV1	MONROE AV	33RD ST	33RD ST	9	NORMAL HEIGHTS	AC - Surface Treatment (RPMS)	Type I/II Slurry Seal	10/2024	03/2025	5	8	Residential
S2521	SS-004700-PV1	BOUNDARY ST	MARKET ST	F ST	9	SOUTHEASTERN SAN DIEGO	AC - Surface Treatment (RPMS)	Type I/II Slurry Seal	10/2024	03/2025	5	8	Collector
S2521	SS-005259-PV1	C ST	BEGIN	41ST ST	9	SOUTHEASTERN SAN DIEGO	AC - Cape Seal	Cape Seal	10/2024	03/2025	5	8	Local
S2521	SS-006326-PV1	CARLOS ST	K ST	J ST	9	SOUTHEASTERN SAN DIEGO	AC - Surface Treatment (RPMS)	Type I/II Slurry Seal	10/2024	03/2025	5	8	Residential
S2521	SS-009571-PV1	DURANT ST	S 35TH ST	S PARDEE ST	9	SOUTHEASTERN SAN DIEGO	AC - Cape Seal	Cape Seal	10/2024	03/2025	5	8	Residential
S2521	SS-009572-PV1	DURANT ST	S PARDEE ST	36TH ST	9	SOUTHEASTERN SAN DIEGO	AC - Cape Seal	Cape Seal	10/2024	03/2025	5	8	Residential
S2521	SS-009574-PV1	DURANT ST	BEGIN	S FRANCIS ST	9	SOUTHEASTERN SAN DIEGO	AC - Cape Seal	Cape Seal	10/2024	03/2025	5	8	Residential
S2521	SS-010738-PV1	F ST	BOUNDARY ST	39TH ST	9	SOUTHEASTERN SAN DIEGO	AC - Surface Treatment (RPMS)	Type I/II Slurry Seal	10/2024	03/2025	5	8	Local
S2521	SS-010749-PV1	F ST	39TH ST	QUAIL ST	9	SOUTHEASTERN SAN DIEGO	AC - Cape Seal	Cape Seal	10/2024	03/2025	5	8	Local
S2521	SS-016640-PV1	LOCKRIDGE ST	WHITMORE ST	RAVEN ST	9	SOUTHEASTERN SAN DIEGO	AC - Cape Seal	Cape Seal	10/2024	03/2025	5	8	Local
S2521	SS-017599-PV1	MARKET ST	41ST ST	MORRISON ST	9	SOUTHEASTERN SAN DIEGO	AC - Surface Treatment (RPMS)	Type I/II Slurry Seal	10/2024	03/2025	5	8	Collector
S2521	SS-017600-PV1	MARKET ST	MORRISON ST	42ND ST	9	SOUTHEASTERN SAN DIEGO	AC - Surface Treatment (RPMS)	Type I/II Slurry Seal	10/2024	03/2025	5	8	Collector
S2521	SS-028707-PV1	WHITMORE ST	LOCKRIDGE ST	MARKET ST	9	SOUTHEASTERN SAN DIEGO	AC - Surface Treatment (RPMS)	Type I/II Slurry Seal	10/2024	03/2025	5	8	Local
S2521	SS-029387-PV1	S 35TH ST	BEGIN	DURANT ST	9	SOUTHEASTERN SAN DIEGO	AC - Cape Seal	Cape Seal	10/2024	03/2025	5	8	Residential
S2521	SS-029644-PV1	S PARDEE ST	BEGIN	DURANT ST	9	SOUTHEASTERN SAN DIEGO	AC - Surface Treatment (RPMS)	Type I/II Slurry Seal	10/2024	03/2025	5	8	Residential
S2522	SS-001260-PV1	53RD ST	SOUTH THORN ST	NORTH THORN ST	4	EASTERN AREA	AC - Surface Treatment (RPMS)	Type I/II Slurry Seal	10/2024	03/2025	5	8	Residential
S2522	SS-001272-PV1	54TH (E FTG) ST	MC GANN DR	PIROTTE DR	4	EASTERN AREA	AC - Surface Treatment (RPMS)	Type I/II Slurry Seal	10/2024	03/2025	5	8	Residential
S2522	SS-001273-PV1	54TH (E FTG) ST	GRAPE ST	MC GANN DR	4	EASTERN AREA	AC - Surface Treatment (RPMS)	Type I/II Slurry Seal	10/2024	03/2025	5	8	Residential
S2522	SS-001301-PV1	54TH ST	MARVIN ST	STREAMVIEW DR	4	EASTERN AREA	AC - Cape Seal	Cape Seal	10/2024	03/2025	5	8	Major
S2522	SS-001318-PV1	54TH ST	STREAMVIEW DR	CHOLLAS PY	4	EASTERN AREA	AC - Cape Seal	Cape Seal	10/2024	03/2025	5	8	Major
S2522	SS-001337-PV1	55TH ST	REDWOOD ST	MARVIN ST	4	EASTERN AREA	AC - Cape Seal	Cape Seal	10/2024	03/2025	5	8	Residential
S2522	SS-013404-PV1	HERSHEY ST	SPARLING ST	SPARLING ST	4	EASTERN AREA	AC - Surface Treatment (RPMS)	Type I/II Slurry Seal	10/2024	03/2025	5	8	Residential
S2522	SS-020113-PV1	NORTH THORN ST	SOUTH THORN ST	53RD ST	4	EASTERN AREA	AC - Surface Treatment (RPMS)	Type I/II Slurry Seal	10/2024	03/2025	5	8	Residential
S2522	SS-022897-PV1	REDWOOD ST	55TH ST	HUBNER RD	4	EASTERN AREA	AC - Cape Seal	Cape Seal	10/2024	03/2025	5	8	Collector
S2522	SS-025283-PV1	SOUTH THORN ST	NORTH THORN ST	53RD ST	4	EASTERN AREA	AC - Surface Treatment (RPMS)	Type I/II Slurry Seal	10/2024	03/2025	5	8	Residential
S2522	SS-025318-PV1	SPARLING ST	HERSHEY ST	STREAMVIEW DR	4	EASTERN AREA	AC - Surface Treatment (RPMS)	Type I/II Slurry Seal	10/2024	03/2025	5	8	Residential
S2522	SS-025319-PV1	SPARLING ST	HERSHEY ST	HERSHEY ST	4	EASTERN AREA	AC - Surface Treatment (RPMS)	Type I/II Slurry Seal	10/2024	03/2025	5	8	Residential
S2522	SS-025320-PV1	SPARLING ST	THORN ST	HERSHEY ST	4	EASTERN AREA	AC - Surface Treatment (RPMS)	Type I/II Slurry Seal	10/2024	03/2025	5	8	Residential
S2522	SS-028959-PV1	WINLOW ST	MARVIN ST	END	4	EASTERN AREA	AC - Cape Seal	Cape Seal	10/2024	03/2025	5	8	Residential
S2522	SS-028960-PV1	WINLOW ST	CHOLLAS STATION RD	MARVIN ST	4	EASTERN AREA	AC - Cape Seal	Cape Seal	10/2024	03/2025	5	8	Residential
S2522	SS-002314-PV1	ALVIN ST	KELTON RD	SWANER ST	4	ENCANTO	AC - Cape Seal	Cape Seal	10/2024	03/2025	5	8	Residential
S2522	SS-002315-PV1	ALVIN ST	KENWOOD ST	KELTON RD	4	ENCANTO	AC - Cape Seal	Cape Seal	10/2024	03/2025	5	8	Residential
S2522	SS-009864-PV1	EBONY RIDGE RD	JASMINE VALLEY WY	EVERGREEN VILLAGE LN	4	ENCANTO	AC - Cape Seal	Cape Seal	10/2024	03/2025	5	8	Residential
S2522	SS-010664-PV1	EVERGREEN VILLAGE LN	EVERGREEN VILLAGE RD	MAHOGANY VISTA LN	4	ENCANTO	AC - Cape Seal	Cape Seal	10/2024	03/2025	5	8	Residential
S2522	SS-010665-PV1	EVERGREEN VILLAGE LN	EBONY RIDGE RD	EVERGREEN VILLAGE RD	4	ENCANTO	AC - Cape Seal	Cape Seal	10/2024	03/2025	5	8	Residential
S2522	SS-010666-PV1	EVERGREEN VILLAGE RD	EVERGREEN VILLAGE LN	49TH ST	4	ENCANTO	AC - Cape Seal	Cape Seal	10/2024	03/2025	5	8	Residential
S2522	SS-014549-PV1	JASMINE VALLEY WY	EBONY RIDGE RD	MAHOGANY VISTA LN	4	ENCANTO	AC - Cape Seal	Cape Seal	10/2024	03/2025	5	8	Residential
S2522	SS-015294-PV1	KLAUBER AV	SPARROW ST	BITTERN ST	4	ENCANTO	AC - Cape Seal	Cape Seal	10/2024	03/2025	5	8	Collector

**FY2025 Road Maintenance and Rehabilitation Account Project List**

Project Title	Segment ID	Street Name	Cross Street 1	Cross Street 2	Council District	Project Location (Community Planning Area)	Activity	Project Description	Estimated Construction Dates		Estimated Useful Life (# of years)		Functional Classification
									Begin	End	Min	Max	
S2522	SS-015295-PV1	KLAUBER AV	WREN ST	SPARROW ST	4	ENCANTO	AC - Cape Seal	Cape Seal	10/2024	03/2025	5	8	Collector
S2522	SS-015296-PV1	KLAUBER AV	65TH ST	WREN ST	4	ENCANTO	AC - Cape Seal	Cape Seal	10/2024	03/2025	5	8	Collector
S2522	SS-017234-PV1	MAHOOGANY VISTA LN	JASMINE VALLEY WY	EVERGREEN VILLAGE LN	4	ENCANTO	AC - Cape Seal	Cape Seal	10/2024	03/2025	5	8	Residential
S2522	SS-019644-PV1	NARANJA ST	53RD ST	54TH ST	4	ENCANTO	AC - Cape Seal	Cape Seal	10/2024	03/2025	5	8	Residential
S2522	SS-019645-PV1	NARANJA ST	EUCLID AV	53RD ST	4	ENCANTO	AC - Cape Seal	Cape Seal	10/2024	03/2025	5	8	Collector
S2522	SS-022454-PV1	PYRAMID ST	SWANER ST	END	4	ENCANTO	AC - Cape Seal	Cape Seal	10/2024	03/2025	5	8	Residential
S2522	SS-022455-PV1	PYRAMID ST	KELTON RD	SWANER ST	4	ENCANTO	AC - Cape Seal	Cape Seal	10/2024	03/2025	5	8	Residential
S2522	SS-026004-PV1	SWANER ST	BOLLENBACHER ST	ROSWELL ST	4	ENCANTO	AC - Cape Seal	Cape Seal	10/2024	03/2025	5	8	Residential
S2522	SS-026005-PV1	SWANER ST	PYRAMID ST	BOLLENBACHER ST	4	ENCANTO	AC - Cape Seal	Cape Seal	10/2024	03/2025	5	8	Residential
S2522	SS-026006-PV1	SWANER ST	ALVIN ST	PYRAMID ST	4	ENCANTO	AC - Cape Seal	Cape Seal	10/2024	03/2025	5	8	Residential
S2522	SS-003117-PV1	AVNDA COSTA BLANCA	AVNDA COSTA DEL SOL	AVNDA COSTA ESTE	8	OTAY MESA	AC - Surface Treatment (RPMS)	Type II/III Slurry Seal	10/2024	03/2025	5	8	Major
S2522	SS-003118-PV1	AVNDA COSTA BRAVA	AVNDA COSTA SUR	MELKSEE ST	8	OTAY MESA	AC - Surface Treatment (RPMS)	Type II/III Slurry Seal	10/2024	03/2025	5	8	Major
S2522	SS-003119-PV1	AVNDA COSTA DEL SOL	AVNDA COSTA NORTE	AVNDA COSTA BLANCA	8	OTAY MESA	AC - Cape Seal	Cape Seal	10/2024	03/2025	5	8	Major
S2522	SS-003120-PV1	AVNDA COSTA DEL SOL	AVNDA COSTA BLANCA	AVNDA DE LA FUENTE	8	OTAY MESA	AC - Cape Seal	Cape Seal	10/2024	03/2025	5	8	Major
S2522	SS-003121-PV1	AVNDA COSTA DEL SOL	AVNDA DE LA FUENTE	AVNDA COSTA SUR	8	OTAY MESA	AC - Surface Treatment (RPMS)	Type II/III Slurry Seal	10/2024	03/2025	5	8	Major
S2522	SS-003126-PV1	AVNDA COSTA NORTE	AVNDA COSTA DEL SOL	AVNDA COSTA AZUL	8	OTAY MESA	AC - Cape Seal	Cape Seal	10/2024	03/2025	5	8	Major
S2522	SS-003127-PV1	AVNDA COSTA SUR	AVNDA COSTA DEL SOL	AVNDA COSTA BRAVA	8	OTAY MESA	AC - Surface Treatment (RPMS)	Type II/III Slurry Seal	10/2024	03/2025	5	8	Major
S2522	SS-003140-PV1	AVNDA DE LA FUENTE	LA MEDIA RD	AVNDA COSTA DEL SOL	8	OTAY MESA	AC - Cape Seal	Cape Seal	10/2024	03/2025	5	8	Major
S2522	SS-003142-PV1	AVNDA DE LA FUENTE	AVNDA COSTA ESTE	PASEO DE LA FUENTE	8	OTAY MESA	AC - Surface Treatment (RPMS)	Type I/II Slurry Seal	10/2024	03/2025	5	8	Residential
S2522	SS-009480-PV1	DRUCKER LN	AVNDA DE LA FUENTE S	KERNS ST	8	OTAY MESA	AC - Cape Seal	Cape Seal	10/2024	03/2025	5	8	Residential
S2522	SS-015157-PV1	KERNS ST	LA MEDIA RD	MELKSEE ST	8	OTAY MESA	AC - Cape Seal	Cape Seal	10/2024	03/2025	5	8	Residential
S2522	SS-015158-PV1	KERNS ST	MELKSEE ST	SARNEN ST	8	OTAY MESA	AC - Cape Seal	Cape Seal	10/2024	03/2025	5	8	Residential
S2522	SS-015159-PV1	KERNS ST	SARNEN ST	DRUCKER LN	8	OTAY MESA	AC - Cape Seal	Cape Seal	10/2024	03/2025	5	8	Residential
S2522	SS-015665-PV1	LA MEDIA RD	LONESTAR RD	WINDSOCK ST	8	OTAY MESA	AC - Surface Treatment (RPMS)	Type I/II Slurry Seal	10/2024	03/2025	5	8	Residential
S2522	SS-017470-PV1	MARCONI DR	PASEO DE LAS AMERICAS	MARCONI CT	8	OTAY MESA	AC - Cape Seal	Cape Seal	10/2024	03/2025	5	8	Major
S2522	SS-017471-PV1	MARCONI DR	MARCONI CT	MICHAEL FARADAY DR	8	OTAY MESA	AC - Cape Seal	Cape Seal	10/2024	03/2025	5	8	Collector
S2522	SS-017472-PV1	MARCONI DR	MICHAEL FARADAY DR	MARCONI PL	8	OTAY MESA	AC - Cape Seal	Cape Seal	10/2024	03/2025	5	8	Collector
S2522	SS-017473-PV1	MARCONI DR	MARCONI PL	ENRICO FERMI DR	8	OTAY MESA	AC - Cape Seal	Cape Seal	10/2024	03/2025	5	8	Collector
S2522	SS-020754-PV1	OTAY CENTER CT	BEGIN	OTAY CENTER DR	8	OTAY MESA	AC - Cape Seal	Cape Seal	10/2024	03/2025	5	8	Residential
S2522	SS-020756-PV1	OTAY CENTER DR	HARVEST RD	OTAY CENTER CT	8	OTAY MESA	AC - Cape Seal	Cape Seal	10/2024	03/2025	5	8	Major
S2522	SS-021374-PV1	PASEO DE LAS AMERICAS	SIEMPRE VIVA RD	MARCONI DR	8	OTAY MESA	AC - Cape Seal	Cape Seal	10/2024	03/2025	5	8	Major
S2522	SS-021375-PV1	PASEO DE LAS AMERICAS	MARCONI DR	VIA DE LA AMISTAD	8	OTAY MESA	AC - Cape Seal	Cape Seal	10/2024	03/2025	5	8	Major
S2522	SS-024979-PV1	SIEMPRE VIVA RD	AVNDA DE LA FUENTE S	CUSTOMHOUSE PZ	8	OTAY MESA	AC - Surface Treatment (RPMS)	Type I/II Slurry Seal	10/2024	03/2025	5	8	Collector
S2522	SS-030710-PV1	CORPORATE CENTER DR	OTAY MESA RD	BUSINESS CENTER CT	8	OTAY MESA	AC - Surface Treatment (RPMS)	Type II/III Slurry Seal	10/2024	03/2025	5	8	Major
S2522	SS-031665-PV1	CORPORATE CENTER DR	INNOVATIVE DR	PROGRESSIVE AV	8	OTAY MESA	AC - Surface Treatment (RPMS)	Type II/III Slurry Seal	10/2024	03/2025	5	8	Major
S2522	SS-031666-PV1	CORPORATE CENTER DR	PROGRESSIVE AV	BUSINESS CENTER CT	8	OTAY MESA	AC - Surface Treatment (RPMS)	Type II/III Slurry Seal	10/2024	03/2025	5	8	Major
S2522	SS-031667-PV1	INNOVATIVE DR	CORPORATE CENTER DR	PROGRESSIVE AV	8	OTAY MESA	AC - Surface Treatment (RPMS)	Type II/III Slurry Seal	10/2024	03/2025	5	8	Major
S2522	SS-031668-PV1	INNOVATIVE DR	PROGRESSIVE AV	OTAY MESA RD	8	OTAY MESA	AC - Surface Treatment (RPMS)	Type II/III Slurry Seal	10/2024	03/2025	5	8	Major
S2522	SS-031669-PV1	PROGRESSIVE AV	CORPORATE CENTER DR	INNOVATIVE DR	8	OTAY MESA	AC - Surface Treatment (RPMS)	Type II/III Slurry Seal	10/2024	03/2025	5	8	Major
S2522	SS-032196-PV1	INNOVATIVE DR	CORPORATE CENTER DR	END	8	OTAY MESA	AC - Surface Treatment (RPMS)	Type II/III Slurry Seal	10/2024	03/2025	5	8	Local
S2522	SS-004173-PV1	BEYER BL	KAANAPALI WY	CAGAYAN AV	8	OTAY MESA-NESTOR	AC - Surface Treatment (RPMS)	Type II/III Slurry Seal	10/2024	03/2025	5	8	Major
S2522	SS-004174-PV1	BEYER BL	CAGAYAN AV	PALM (SB) AV	8	OTAY MESA-NESTOR	AC - Surface Treatment (RPMS)	Type II/III Slurry Seal	10/2024	03/2025	5	8	Major
S2522	SS-004187-PV1	BEYER BL	CITY BOUNDARY	KAANAPALI WY	8	OTAY MESA-NESTOR	AC - Surface Treatment (RPMS)	Type II/III Slurry Seal	10/2024	03/2025	5	8	Major
S2522	SS-007480-PV1	COCHRAN AV	LINDBERGH ST	FOSS ST	8	OTAY MESA-NESTOR	AC - Cape Seal	Cape Seal	10/2024	03/2025	5	8	Local
S2522	SS-007481-PV1	COCHRAN AV	FOSS ST	CHANUTE ST	8	OTAY MESA-NESTOR	AC - Cape Seal	Cape Seal	10/2024	03/2025	5	8	Local
S2522	SS-007482-PV1	COCHRAN AV	CHANUTE ST	BYRD ST	8	OTAY MESA-NESTOR	AC - Cape Seal	Cape Seal	10/2024	03/2025	5	8	Local
S2522	SS-007483-PV1	COCHRAN AV	BYRD ST	PALM (SB) (FTG) AV	8	OTAY MESA-NESTOR	AC - Cape Seal	Cape Seal	10/2024	03/2025	5	8	Local
S2522	SS-009023-PV1	DEL SOL BL	OTONO ST	PICCADOR BL	8	OTAY MESA-NESTOR	AC - Surface Treatment (RPMS)	Type I/II Slurry Seal	10/2024	03/2025	5	8	Collector
S2522	SS-009026-PV1	DEL SOL BL	PICADOR BL	OTONO ST	8	OTAY MESA-NESTOR	AC - Surface Treatment (RPMS)	Type I/II Slurry Seal	10/2024	03/2025	5	8	Collector
S2522	SS-009039-PV1	DEL SUR BL	DEL SOL BL	ROSA LINDA ST	8	OTAY MESA-NESTOR	AC - Surface Treatment (RPMS)	Type II/III Slurry Seal	10/2024	03/2025	5	8	Prime
S2522	SS-009040-PV1	DEL SUR BL	ROSA LINDA ST	ARRUZA ST	8	OTAY MESA-NESTOR	AC - Surface Treatment (RPMS)	Type II/III Slurry Seal	10/2024	03/2025	5	8	Prime
S2522	SS-011937-PV1	GATTY ST	MATHER AV	NORSTAD AV	8	OTAY MESA-NESTOR	AC - Cape Seal	Cape Seal	10/2024	03/2025	5	8	Local
S2522	SS-012598-PV1	GREEN BAY ST	OREO LN	HOFER DR	8	OTAY MESA-NESTOR	AC - Surface Treatment (RPMS)	Type I/II Slurry Seal	10/2024	03/2025	5	8	Residential
S2522	SS-012599-PV1	GREEN BAY ST	HOFER DR	LIEDER DR	8	OTAY MESA-NESTOR	AC - Surface Treatment (RPMS)	Type I/II Slurry Seal	10/2024	03/2025	5	8	Residential
S2522	SS-012600-PV1	GREEN BAY ST	LIEDER DR	GROVE AV	8	OTAY MESA-NESTOR	AC - Surface Treatment (RPMS)	Type I/II Slurry Seal	10/2024	03/2025	5	8	Residential
S2522	SS-012938-PV1	HALLEY ST	SIGNAL AV	END	8	OTAY MESA-NESTOR	AC - Cape Seal	Cape Seal	10/2024	03/2025	5	8	Residential
S2522	SS-013622-PV1	HOFER DR	GREEN BAY ST	RHINE ST	8	OTAY MESA-NESTOR	AC - Surface Treatment (RPMS)	Type I/II Slurry Seal	10/2024	03/2025	5	8	Residential
S2522	SS-013637-PV1	HOLLISTER ST	INDUSTRIAL BL	MANYA ST	8	OTAY MESA-NESTOR	AC - Surface Treatment (RPMS)	Type II/III Slurry Seal	10/2024	03/2025	5	8	Prime
S2522	SS-013638-PV1	HOLLISTER ST	MANYA ST	CHARLES AV	8	OTAY MESA-NESTOR	AC - Surface Treatment (RPMS)	Type II/III Slurry Seal	10/2024	03/2025	5	8	Prime
S2522	SS-015014-PV1	KEDZIE AV	PALM (SB) AV	RENE DR	8	OTAY MESA-NESTOR	AC - Cape Seal	Cape Seal	10/2024	03/2025	5	8	Residential
S2522	SS-016524-PV1	LINDBERGH ST	COCHRAN AV	DOOLITTLE AV	8	OTAY MESA-NESTOR	AC - Cape Seal	Cape Seal	10/2024	03/2025	5	8	Local
S2522	SS-016525-PV1	LINDBERGH ST	DOOLITTLE AV	LE MAY AV	8	OTAY MESA-NESTOR	AC - Cape Seal	Cape Seal	10/2024	03/2025	5	8	Local
S2522	SS-016526-PV1	LINDBERGH ST	LE MAY AV	MAITLAND AV	8	OTAY MESA-NESTOR	AC - Cape Seal	Cape Seal	10/2024	03/2025	5	8	Local
S2522	SS-017384-PV1	MANYA CR	BEGIN	MANYA ST	8	OTAY MESA-NESTOR	AC - Surface Treatment (RPMS)	Type I/II Slurry Seal	10/2024	03/2025	5	8	Residential
S2522	SS-017385-PV1	MANYA ST	ALAMITOS AV	MANYA CR	8	OTAY MESA-NESTOR	AC - Surface Treatment (RPMS)	Type I/II Slurry Seal	10/2024	03/2025	5	8	Residential
S2522	SS-017386-PV1	MANYA ST	MANYA CR	HOLLISTER ST	8	OTAY MESA-NESTOR	AC - Surface Treatment (RPMS)	Type I/II Slurry Seal	10/2024	03/2025	5	8	Residential
S2522	SS-017489-PV1	MARGE WY	NEVIN ST	FIRETHORN ST	8	OTAY MESA-NESTOR	AC - Cape Seal	Cape Seal	10/2024	03/2025	5	8	Residential
S2522	SS-017490-PV1	MARGE WY	RANSOM ST	NEVIN ST	8	OTAY MESA-NESTOR	AC - Cape Seal	Cape Seal	10/2024	03/2025	5	8	Residential
S2522	SS-017491-PV1	MARGE WY	KOSTNER DR	RANSOM ST	8	OTAY MESA-NESTOR	AC - Cape Seal	Cape Seal	10/2024	03/2025	5	8	Residential
S2522	SS-017762-PV1	MATHER AV	LINDBERGH ST	GATTY ST	8	OTAY MESA-NESTOR	AC - Cape Seal	Cape Seal	10/2024	03/2025	5	8	Local
S2522	SS-023032-PV1	RENE DR	KEDZIE AV	RENE CT	8	OTAY MESA-NESTOR	AC - Cape Seal	Cape Seal	10/2024	03/2025	5	8	Residential
S2522	SS-024399-PV1	SATURN BL	GROVE AV	HALO ST	8	OTAY MESA-NESTOR	AC - Surface Treatment (RPMS)	Type II/III Slurry Seal	10/2024	03/2025	5	8	Prime
S2522	SS-024998-PV1	SIGNAL AV	GROVE AV	HALO ST	8	OTAY MESA-NESTOR	AC - Cape Seal	Cape Seal	10/2024	03/2025	5	8	Residential
S2522	SS-030212-PV1	FIRETHORN ST	DARWIN WY	HYDRANGEA CT	8	OTAY MESA-NESTOR	AC - Cape Seal	Cape Seal	10/2024	03/2025	5	8	Residential
S2522	SS-030213-PV1	FIRETHORN ST	HYDRANGEA CT	CRANBERRY CT	8	OTAY MESA-NESTOR	AC - Cape Seal	Cape Seal	10/2024	03/2025	5	8	Residential
S2522	SS-030214-PV1	FIRETHORN ST	CRANBERRY CT	MARGE WY	8	OTAY MESA-NESTOR	AC - Cape Seal	Cape Seal	10/2024	03/2025	5	8	Residential

**APPENDIX B**  
**FIRE HYDRANT METER PROGRAM**

<b>CITY OF SAN DIEGO CALIFORNIA DEPARTMENT INSTRUCTIONS</b>	<b>NUMBER DI 55.27</b>	<b>DEPARTMENT Water Department</b>
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	<b>SUPERSEDES DI 55.27</b>	<b>DATED April 21, 2000</b>

1. **PURPOSE**

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

2. **AUTHORITY**

2.1 All authorities and references shall be current versions and revisions.

2.2 San Diego Municipal Code (NC) Chapter VI, Article 7, Sections 67.14 and 67.15

2.3 Code of Federal Regulations, Safe Drinking Water Act of 1986

2.4 California Code of Regulations, Titles 17 and 22

2.5 California State Penal Code, Section 498B.0

2.6 State of California Water Code, Section 110, 500-6, and 520-23

2.7 Water Department Director

**Reference**

2.8 State of California Guidance Manual for Cross Connection Programs

2.9 American Water Works Association Manual M-14, Recommended Practice for Backflow Prevention

2.10 American Water Works Association Standards for Water Meters

2.11 U.S.C. Foundation for Cross Connection Control and Hydraulic Research Manual

3. **DEFINITIONS**

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

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

4. **POLICY**

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

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

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



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

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

#### 4.7 Relocation of Existing Fire Hydrant Meters

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

#### 4.8 Disconnection of Fire Hydrant Meter

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

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for removal of the meter.

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

5. **EXCEPTIONS**

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

6. **MOBILE METER**

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

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

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

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

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

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

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

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7. **FEE AND DEPOSIT SCHEDULES**

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

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

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

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

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

**Water Department Director**

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

#### APPENDIX

**Administering Division:** Customer Support Division

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

**Distribution:** DI Manual Holders



# Application for Fire 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>			

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

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

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

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

**Note:**

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



Date

Name of Responsible Party  
Company Name and Address  
Account Number: \_\_\_\_\_

Subject:           Discontinuation of Fire Hydrant Meter Service

Dear Water Department Customer:

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

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

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

Sincerely,

Water Department

**APPENDIX C**

**MATERIALS TYPICALLY ACCEPTED BY CERTIFICATE OF COMPLIANCE**

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

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

**APPENDIX D**

**SAMPLE CITY INVOICE**



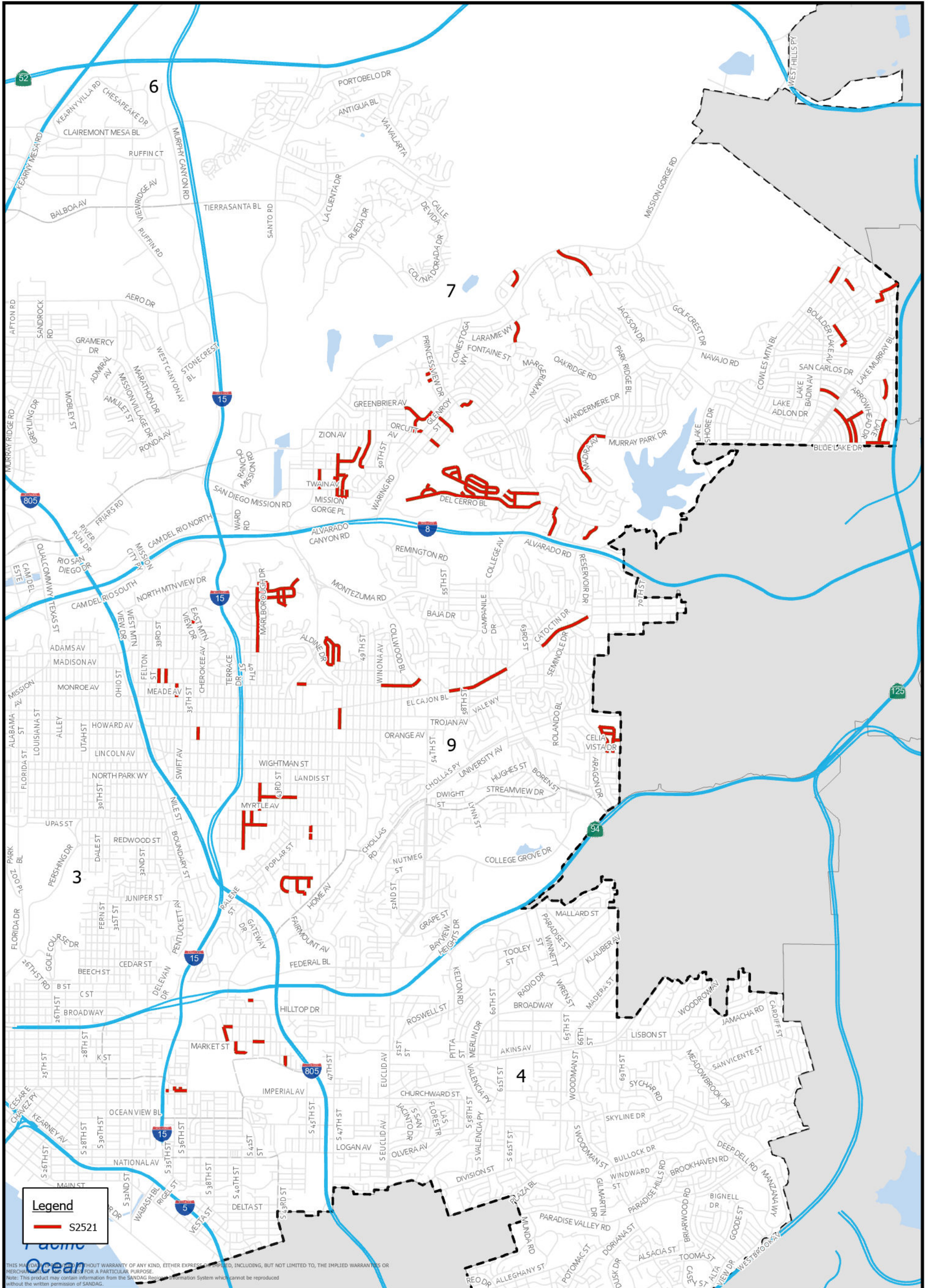
**APPENDIX E**  
**LOCATION MAP**



# Slurry Seal Group 2521

SENIOR ENGINEER Joshua Lahmann 619-527-7509	PROJECT MANAGER Aida Vance (619) 527 - 8074	PROJECT ENGINEER Ameer Aljuboori (619) 753 - 4409	CONSTRUCTION PROJECT INFORMATION LINE (619) 527-7500
---	---	---	--

## TRANSPORTATION



IO: 21005577

COUNCIL DISTRICT: 7, 9

Date: 08/01/2024

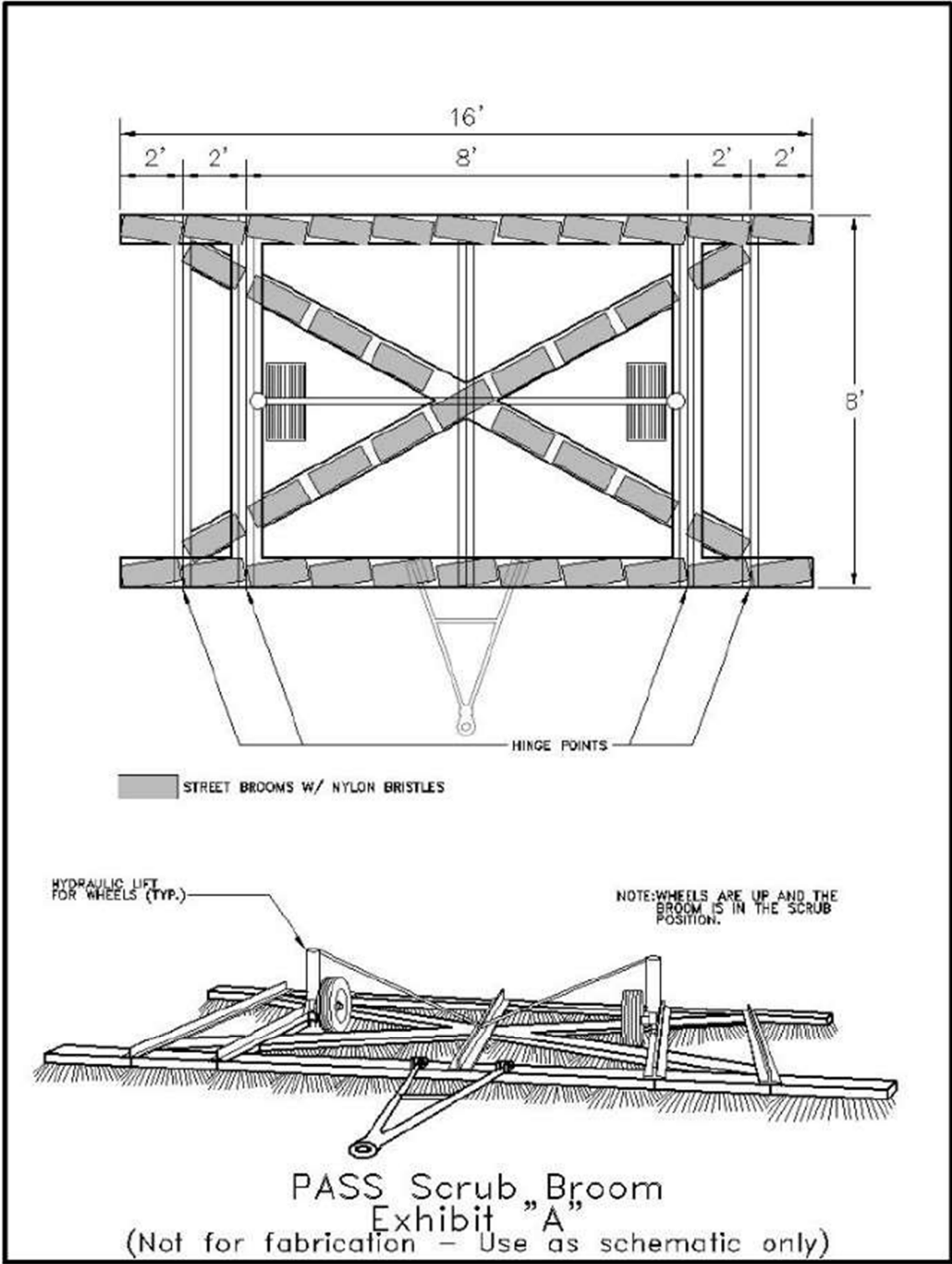
COMMUNITY NAME: City Heights, College Area, Kensington - Talmadge, Navajo, Normal Heights, Southeastern San Diego.

Slurry Seal Group 2521  
K-25-2342-DBB-3



**APPENDIX F**  
**SCRUB BROOM DIAGRAM**





**APPENDIX G**

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

**Appendix G**

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

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

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

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

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

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

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

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

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

Location and nature of defects:

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

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

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

Date's City Laboratory representative was present:

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

Verified the following:

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

Initials:

- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

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

Quality Control Plan Administrator's Signature:

Date Signed:

\_\_\_\_\_

\_\_\_\_\_

City of San Diego  
Rubber Polymer Modified Slurry  
**Contractor's Daily Quality Control Inspection Report**

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

Ambient Temperature (Start of Work): \_\_\_\_\_ Time: \_\_\_\_\_

Environmental Considerations: \_\_\_\_\_

Locations (Address Range/Cross Streets):

1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

Approved Mix Design: \_\_\_\_\_

Material Suppliers: \_\_\_\_\_

RPMS Type(s): \_\_\_\_\_

Slurry Machine #'s: \_\_\_\_\_

Estimated Cure Time (Break) of Slurry: \_\_\_\_\_

Pre-Mix (Per 100 Counts)

Gate Setting/Emulsion %: \_\_\_\_\_

Aggregate Weight: \_\_\_\_\_

Cement % (by weight of aggregate): \_\_\_\_\_

Crumb Rubber % (by volume of cement): \_\_\_\_\_

Machine Inspection

Leaks: \_\_\_\_\_

Sprayers: \_\_\_\_\_

Emulsion Filter: \_\_\_\_\_

Carbon Black: \_\_\_\_\_

Spreader Box Inspection

Cleanliness: \_\_\_\_\_

Augers: \_\_\_\_\_

Rubbers: \_\_\_\_\_

Fabric: \_\_\_\_\_

Runners: \_\_\_\_\_

City of San Diego  
Rubber Polymer Modified Slurry  
**Contractor's Daily Quality Control Inspection Report**

Project Conditions

Crack Fill: \_\_\_\_\_

Asphalt Deficiencies: \_\_\_\_\_

Cleanliness: \_\_\_\_\_

Impediments/Other: \_\_\_\_\_

Communication to Client/ Resident Engineer

Crack Fill: \_\_\_\_\_

Asphalt Deficiencies: \_\_\_\_\_

Cleanliness: \_\_\_\_\_

Impediments/Other: \_\_\_\_\_

Test Lab

Tech: \_\_\_\_\_ Time on Site: \_\_\_\_\_

Wet Track Abrasion: \_\_\_\_\_

Consistency Test: \_\_\_\_\_

Extraction Test: \_\_\_\_\_

Water Content: \_\_\_\_\_

Spread Rate: \_\_\_\_\_

Notes

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

QCP Administrator Signature:

Date Signed:

\_\_\_\_\_

\_\_\_\_\_

City of San Diego  
PMRE Scrub Seal  
Contractor's Daily Quality Control Inspection Report

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

Ambient Temperature (Start of Work): \_\_\_\_\_ Time: \_\_\_\_\_

Pavement Temperature (Start of Work): \_\_\_\_\_ Time: \_\_\_\_\_

Locations (Address Range/Cross Streets):

1. \_\_\_\_\_

2. \_\_\_\_\_

Approved Mix Design: \_\_\_\_\_

Surface Preparation:

1. Weed Spray: \_\_\_\_\_

2. Cracks Blown Out: \_\_\_\_\_

3. Asphalt Deficiencies: \_\_\_\_\_

Scrub Broom Inspection:

Hydraulic Lift (yes/no): \_\_\_\_\_ Nylon Bristles (yes/no): \_\_\_\_\_

Asphalt Distributor Inspection:

Emulsion: Spread Rate \_\_\_\_\_ Temperature \_\_\_\_\_

Sprayers: \_\_\_\_\_

Aggregate/Chip Spreader Inspection:

Spread Rate \_\_\_\_\_ Coverage \_\_\_\_\_

Rollers inspection:

# of pneumatic rollers on site \_\_\_\_\_ # of passes \_\_\_\_\_

Pads (yes/no): \_\_\_\_\_ water application system (yes/no): \_\_\_\_\_

Cleanliness: \_\_\_\_\_

Sweeper Inspection:

# of sweepers on site \_\_\_\_\_ # of passes \_\_\_\_\_

City of San Diego  
PMRE Scrub Seal  
Contractor's Daily Quality Control Inspection Report

Test Lab:

Tech: \_\_\_\_\_ Time on Site: \_\_\_\_\_

Rock Sieve Analysis: \_\_\_\_\_

Location and nature of any defects:

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

Remedial and Corrective Actions taken for Engineer's approval:

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

Notes:

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

QCP Administrator Signature:

Date Signed:

\_\_\_\_\_



**APPENDIX H**  
**RESURFACING LIMITS MAPS**

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# TRANSPORTATION

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Joshua Lahmann  
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PROJECT MANAGER  
Aida Vance  
619-527-8074

PROJECT ENGINEER  
Ameer Aljuboori  
619-753-4409

RESIDENT ENGINEER  
Nahome Mekonnen  
619-527-8076


## Slurry Seal Group 2521

IO: 21005577  
COMMUNITY NAME: NAVAJO  
COUNCIL DISTRICT: 7



Date Exported: 08/29/2024

NOT TO SCALE

 S2521 SLURRY SEAL LIMIT

The required curb ramps by the ADA title II as a result of the cape seal installation work included in this contract will be installed under a separate contract (2025 City Wide Curb Ramps) after the necessary design work and compilation with other accessibility improvements are completed.



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SENIOR ENGINEER  
Joshua Lahmann  
619-527-7509

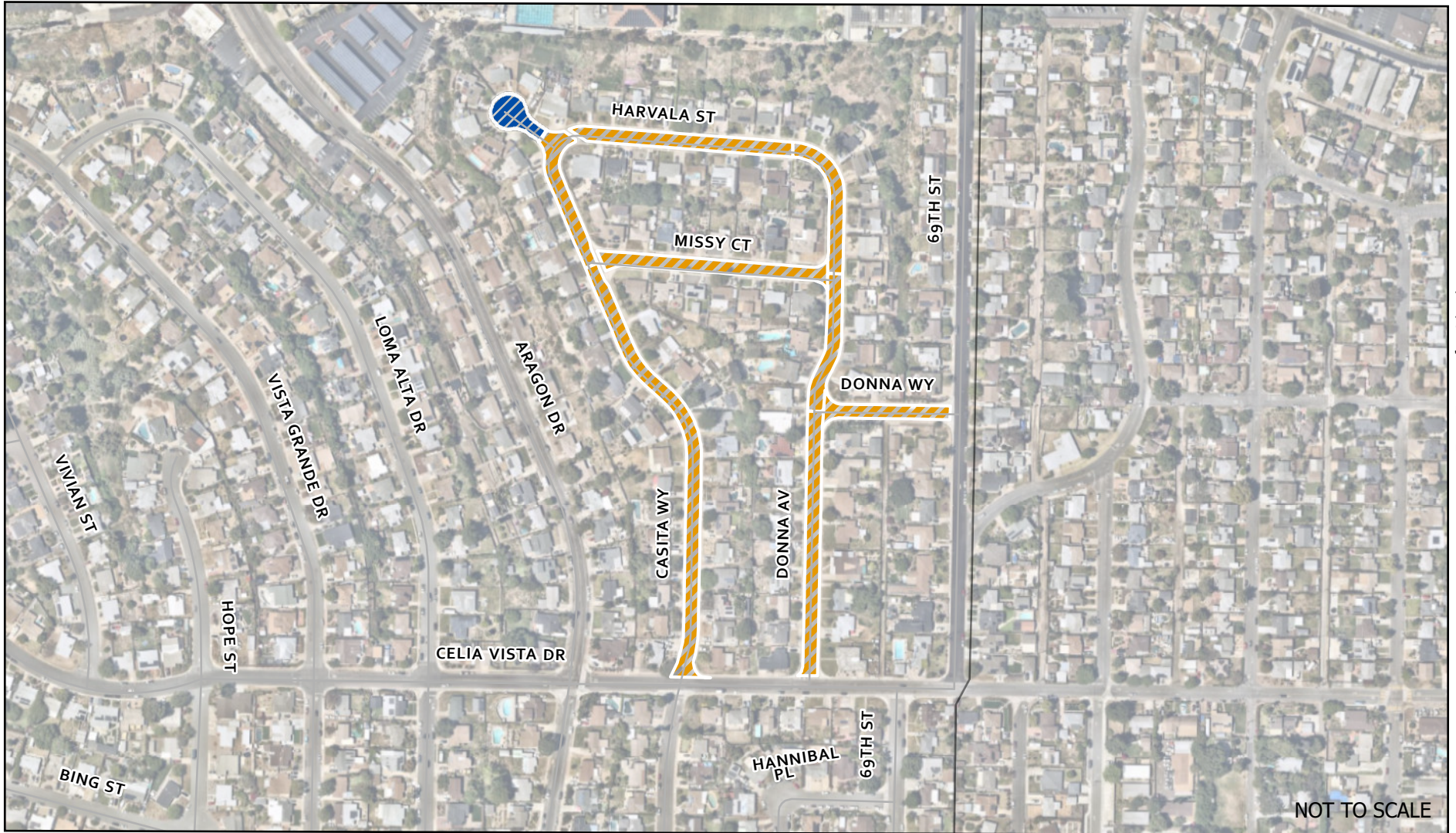
PROJECT MANAGER  
Aida Vance  
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PROJECT ENGINEER  
Ameer Aljuboori  
619-753-4409

RESIDENT ENGINEER  
Nahome Mekonnen  
619-527-8076

## Slurry Seal Group 2521

IO: 21005577  
COMMUNITY NAME: EASTERN AREA  
COUNCIL DISTRICT: 9



- S2521 CAPE SEAL LIMIT
- S2521 SLURRY SEAL LIMIT

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## Slurry Seal Group 2521

IO: 21005577  
COMMUNITY NAME: NAVAJO  
COUNCIL DISTRICT: 7



Date Exported: 08/29/2024

- S2521 CAPE SEAL LIMIT
- S2521 SLURRY SEAL LIMIT

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Joshua Lahmann  
619-527-7509

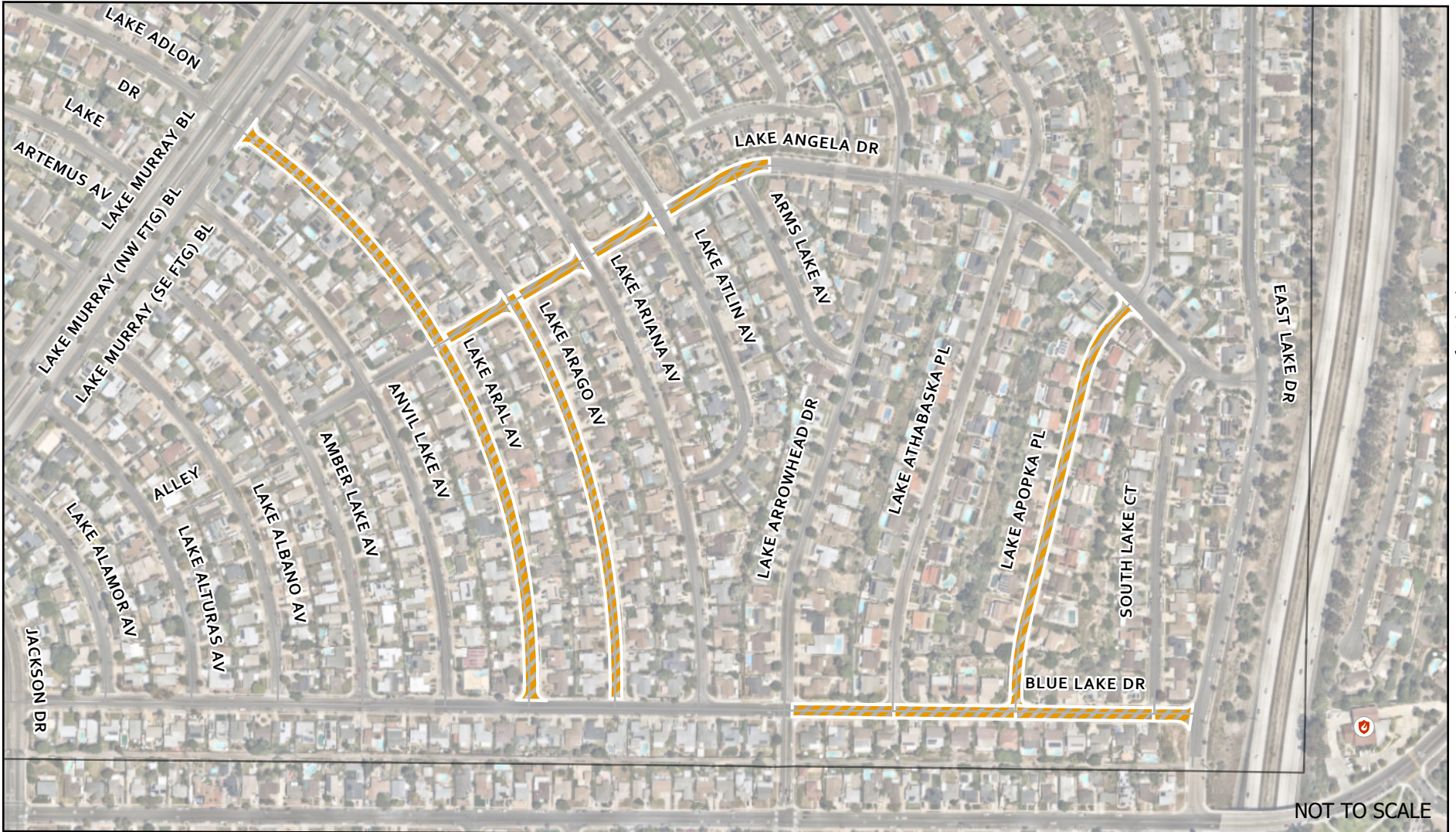
PROJECT MANAGER  
Aida Vance  
619-527-8074

PROJECT ENGINEER  
Ameer Aljuboori  
619-753-4409

RESIDENT ENGINEER  
Nahome Mekonnen  
619-527-8076

## Slurry Seal Group 2521

IO: 21005577  
COMMUNITY NAME: NAVAJO  
COUNCIL DISTRICT: 7



NOT TO SCALE

S2521 CAPE SEAL LIMIT

Fire Station

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## Slurry Seal Group 2521

IO: 21005577  
COMMUNITY NAME: NAVAJO  
COUNCIL DISTRICT: 7



NOT TO SCALE

 S2521 SLURRY SEAL LIMIT

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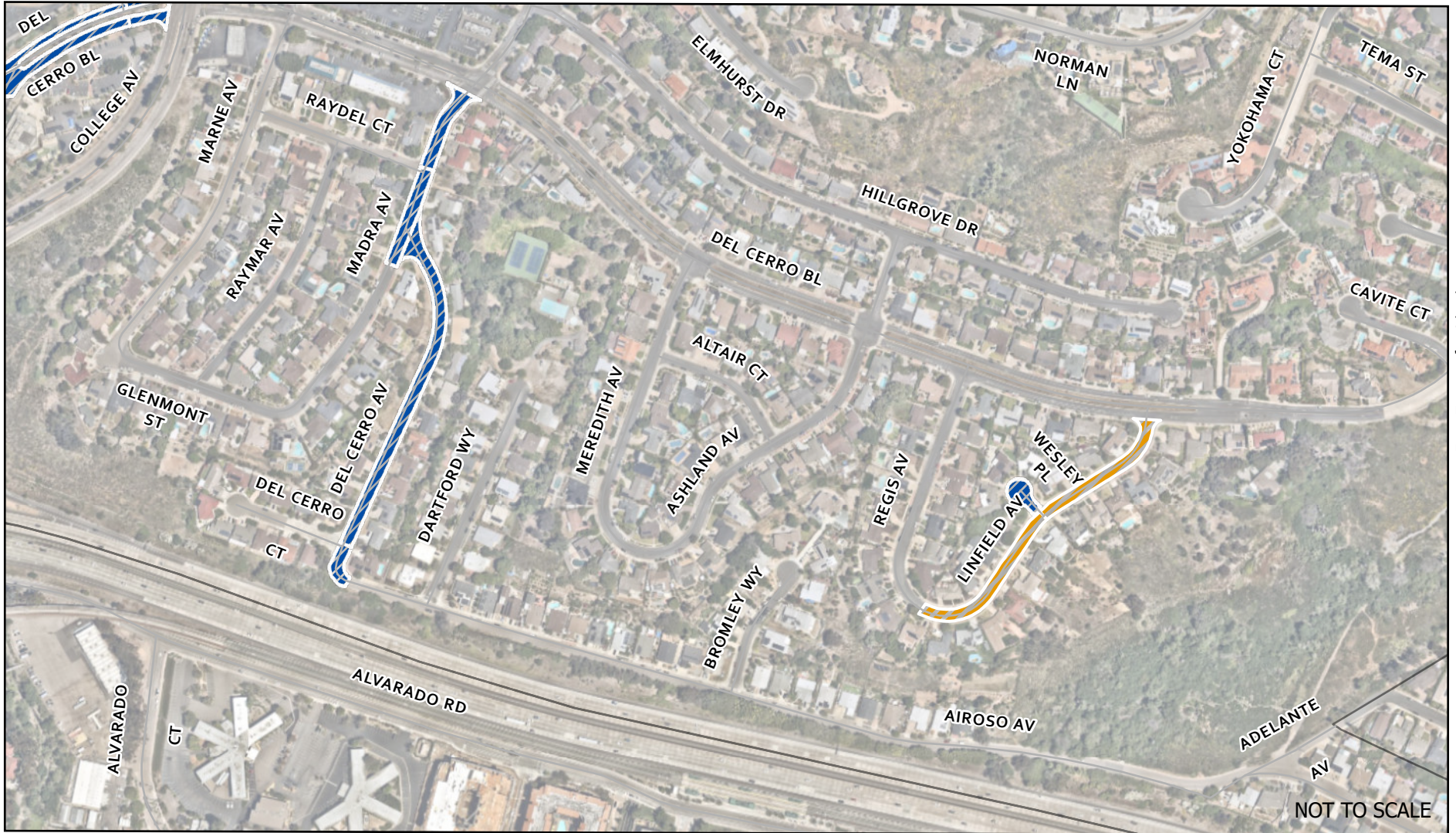
PROJECT MANAGER  
Aida Vance  
619-527-8074

PROJECT ENGINEER  
Ameer Aljuboori  
619-753-4409

RESIDENT ENGINEER  
Nahome Mekonnen  
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## Slurry Seal Group 2521

IO: 21005577  
COMMUNITY NAME: NAVAJO  
COUNCIL DISTRICT: 7 , 9



Date Exported: 08/29/2024

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-  S2521 CAPE SEAL LIMIT
-  S2521 SLURRY SEAL LIMIT

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TRANSPORTATION

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619-527-8074

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Ameer Aljuboori  
619-753-4409


RESIDENT ENGINEER  
Nahome Mekonnen  
619-527-8076

# Slurry Seal Group 2521

IO: 21005577  
COMMUNITY NAME: NAVAJO  
COUNCIL DISTRICT: 7



NOT TO SCALE

 S2521 SLURRY SEAL LIMIT

 Schools

The required curb ramps by the ADA title II as a result of the cape seal installation work included in this contract will be installed under a separate contract (2025 City Wide Curb Ramps) after the necessary design work and compilation with other accessibility improvements are completed.



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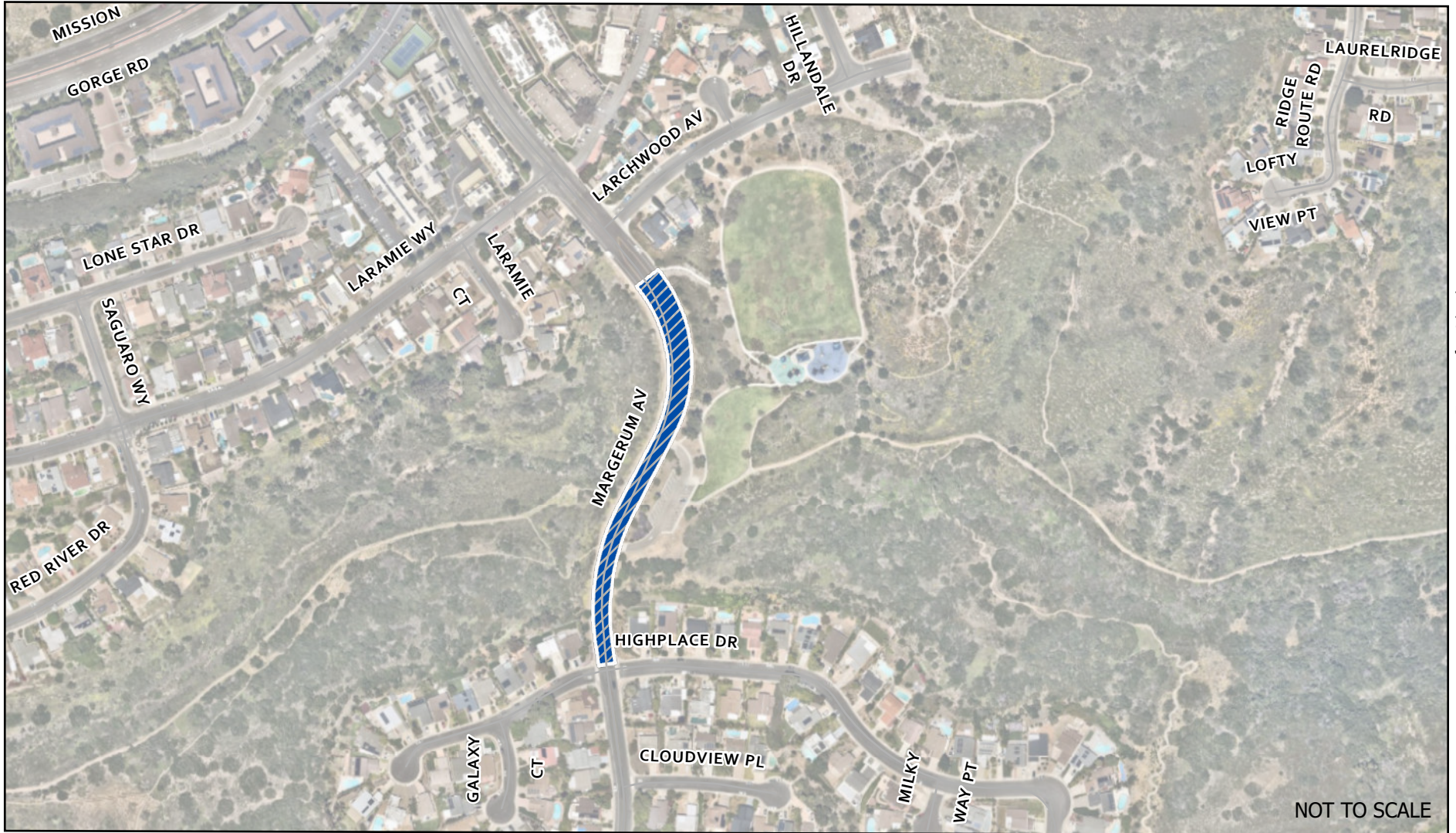
PROJECT MANAGER  
Aida Vance  
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PROJECT ENGINEER  
Ameer Aljuboori  
619-753-4409


RESIDENT ENGINEER  
Nahome Mekonnen  
619-527-8076

## Slurry Seal Group 2521

IO: 21005577  
COMMUNITY NAME: NAVAJO  
COUNCIL DISTRICT: 7



NOT TO SCALE

 S2521 SLURRY SEAL LIMIT

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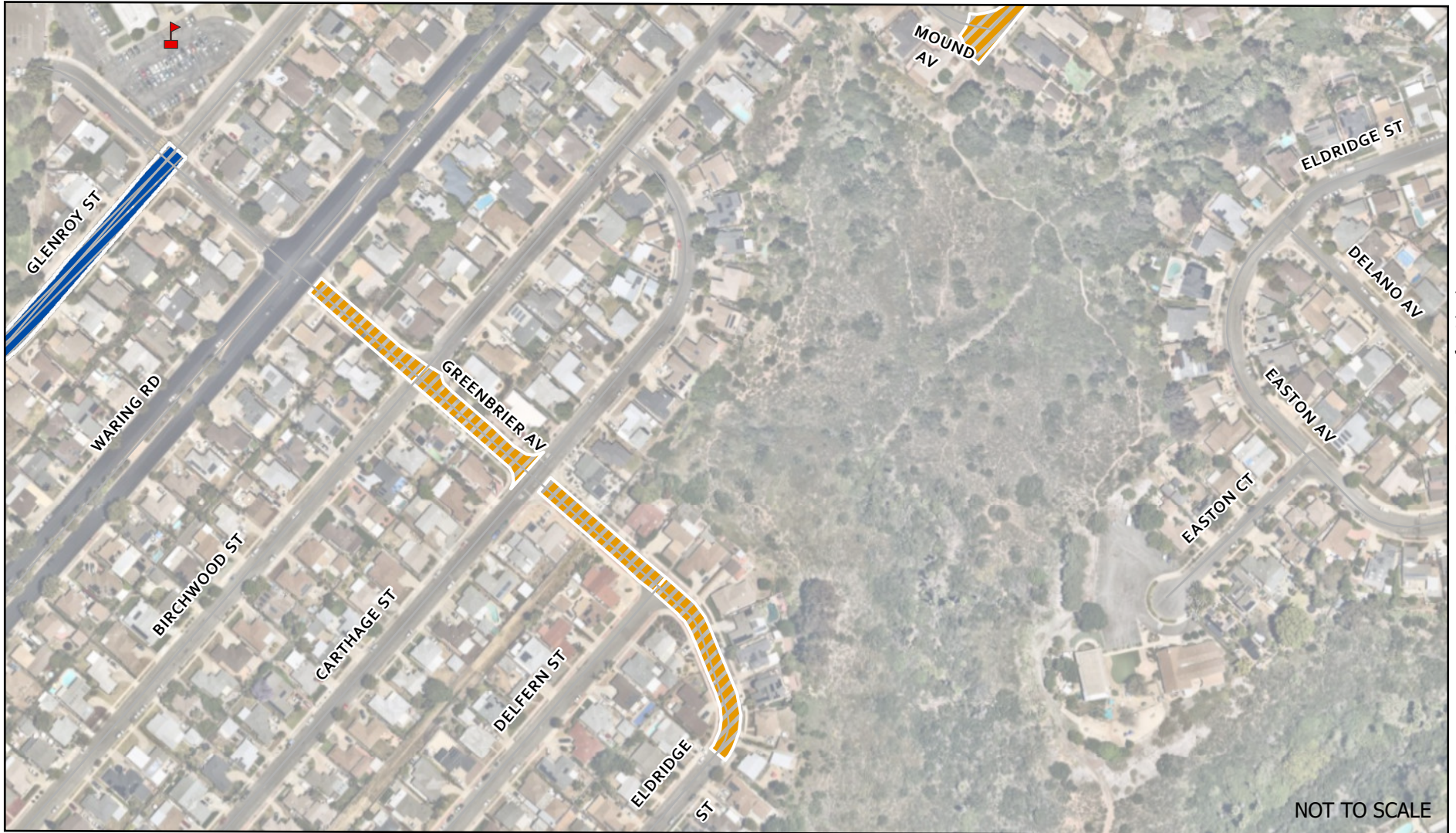
PROJECT MANAGER  
Aida Vance  
619-527-8074

PROJECT ENGINEER  
Ameer Aljuboori  
619-753-4409

RESIDENT ENGINEER  
Nahome Mekonnen  
619-527-8076

## Slurry Seal Group 2521

IO: 21005577  
COMMUNITY NAME: NAVAJO  
COUNCIL DISTRICT: 7



NOT TO SCALE

- S2521 CAPE SEAL LIMIT
- S2521 SLURRY SEAL LIMIT

Schools

The required curb ramps by the ADA title II as a result of the cape seal installation work included in this contract will be installed under a separate contract (2025 City Wide Curb Ramps) after the necessary design work and compilation with other accessibility improvements are completed.



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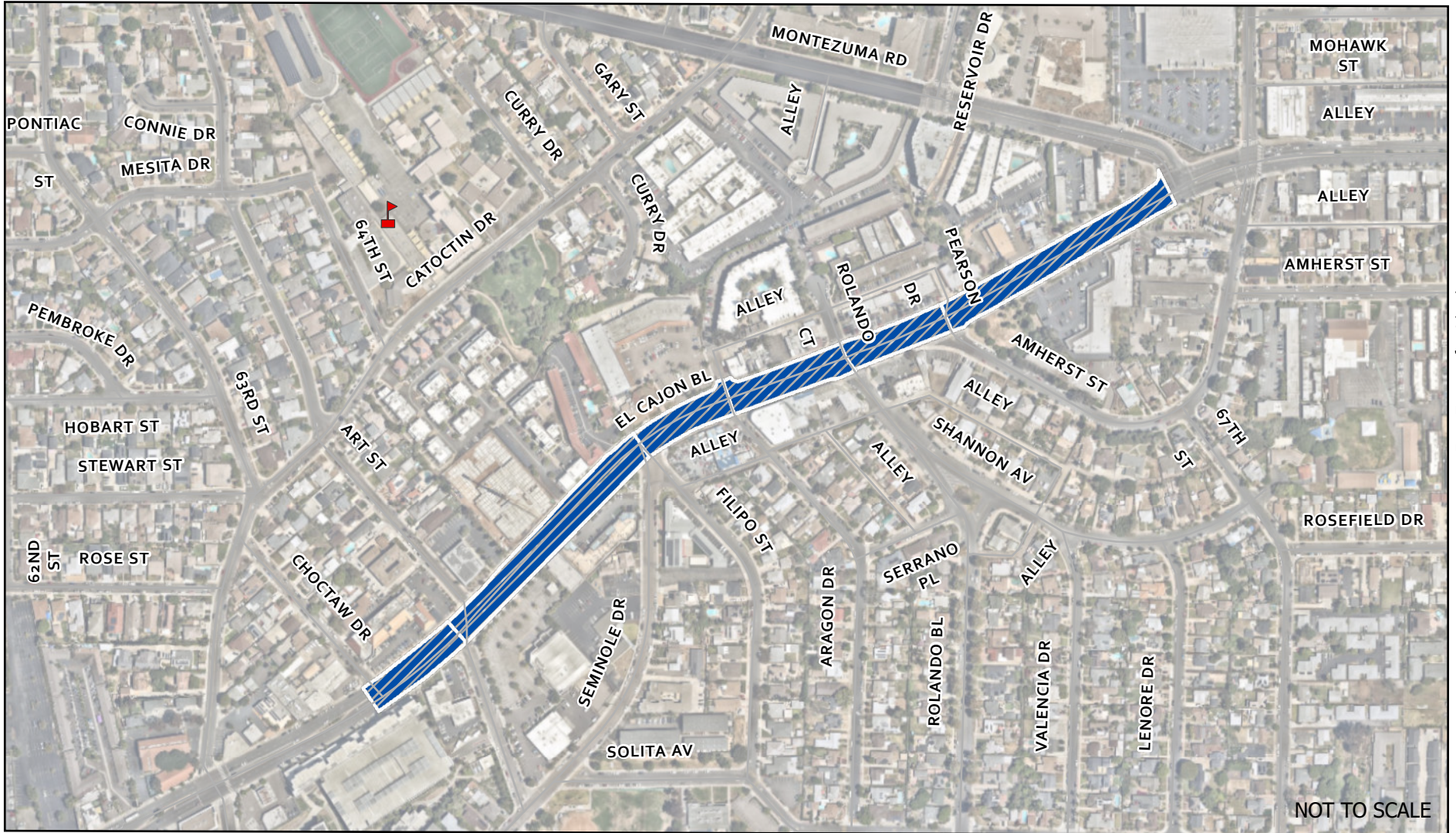
PROJECT MANAGER  
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619-527-8074

PROJECT ENGINEER  
Ameer Aljuboori  
619-753-4409

RESIDENT ENGINEER  
Nahome Mekonnen  
619-527-8076

## Slurry Seal Group 2521

IO: 21005577  
COMMUNITY NAME: EASTERN AREA  
COUNCIL DISTRICT: 9



Date Exported: 08/29/2024

NOT TO SCALE

S2521 SLURRY SEAL LIMIT

Schools

The required curb ramps by the ADA title II as a result of the cape seal installation work included in this contract will be installed under a separate contract (2025 City Wide Curb Ramps) after the necessary design work and compilation with other accessibility improvements are completed.



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# TRANSPORTATION

SENIOR ENGINEER  
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Aida Vance  
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PROJECT ENGINEER  
Ameer Aljuboori  
619-753-4409

RESIDENT ENGINEER  
Nahome Mekonnen  
619-527-8076

## Slurry Seal Group 2521

IO: 21005577  
COMMUNITY NAME: KENSINGTON-TALMADGE  
COUNCIL DISTRICT: 9



 S2521 SLURRY SEAL LIMIT

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NOT TO SCALE

Date Exported: 08/29/2024

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SENIOR ENGINEER  
Joshua Lahmann  
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PROJECT MANAGER  
Aida Vance  
619-527-8074

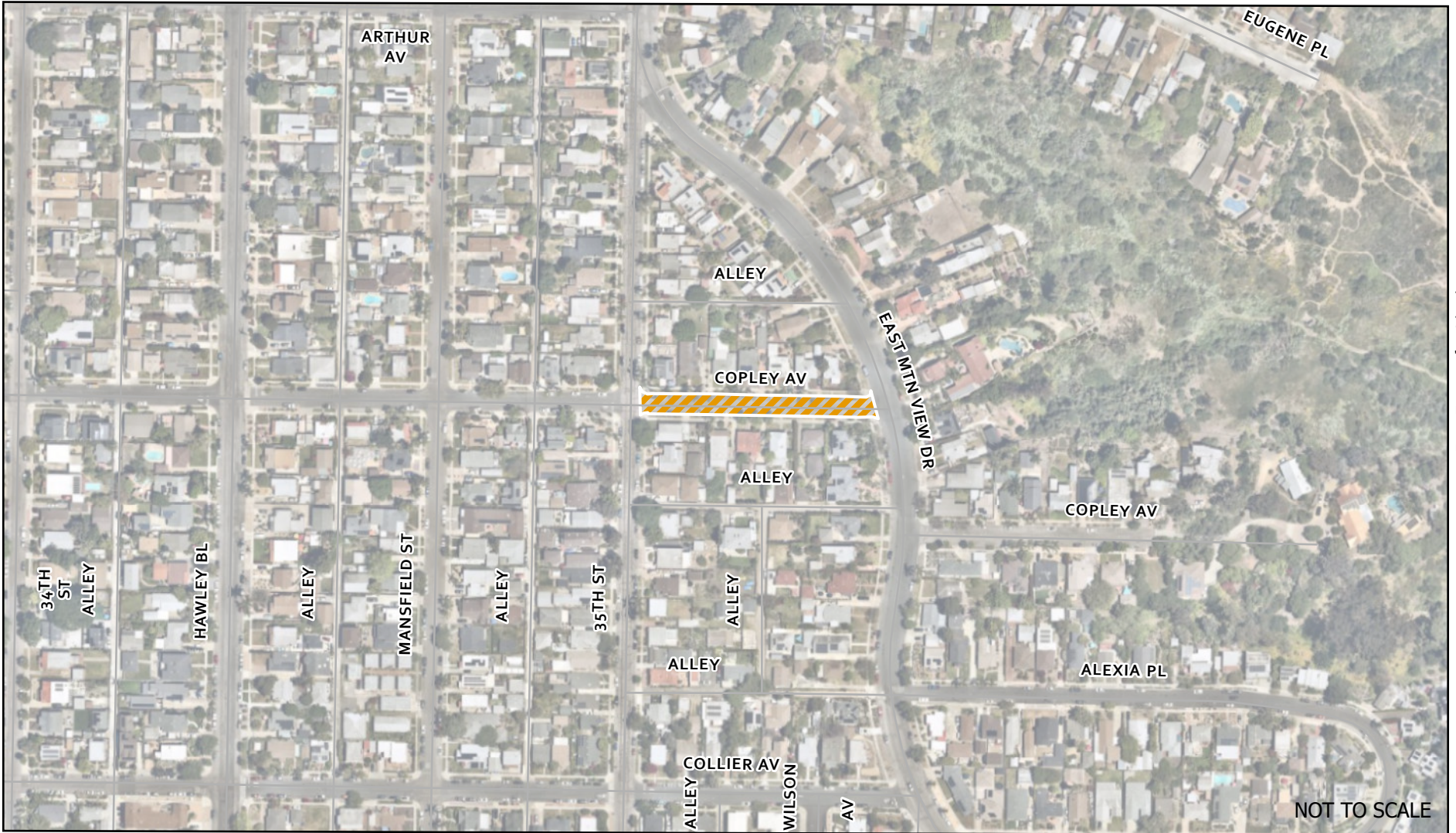
PROJECT ENGINEER  
Ameer Aljuboori  
619-753-4409

RESIDENT ENGINEER  
Nahome Mekonnen  
619-527-8076

# Slurry Seal Group 2521

## TRANSPORTATION

IO: 21005577  
COMMUNITY NAME: NORMAL HEIGHTS  
COUNCIL DISTRICT: 9



S2521 CAPE SEAL LIMIT

The required curb ramps by the ADA title II as a result of the cape seal installation work included in this contract will be installed under a separate contract (2025 City Wide Curb Ramps) after the necessary design work and compilation with other accessibility improvements are completed.



NOT TO SCALE

Date Exported: 08/29/2024

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# TRANSPORTATION

SENIOR ENGINEER  
Joshua Lahmann  
619-527-7509

PROJECT MANAGER  
Aida Vance  
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PROJECT ENGINEER  
Ameer Aljuboori  
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RESIDENT ENGINEER  
Nahome Mekonnen  
619-527-8076

## Slurry Seal Group 2521

IO: 21005577  
COMMUNITY NAME: CITY HEIGHTS  
COUNCIL DISTRICT: 9



 S2521 CAPE SEAL LIMIT

 Schools

The required curb ramps by the ADA title II as a result of the cape seal installation work included in this contract will be installed under a separate contract (2025 City Wide Curb Ramps) after the necessary design work and compilation with other accessibility improvements are completed.



Date Exported: 08/29/2024

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# TRANSPORTATION

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Joshua Lahmann  
619-527-7509

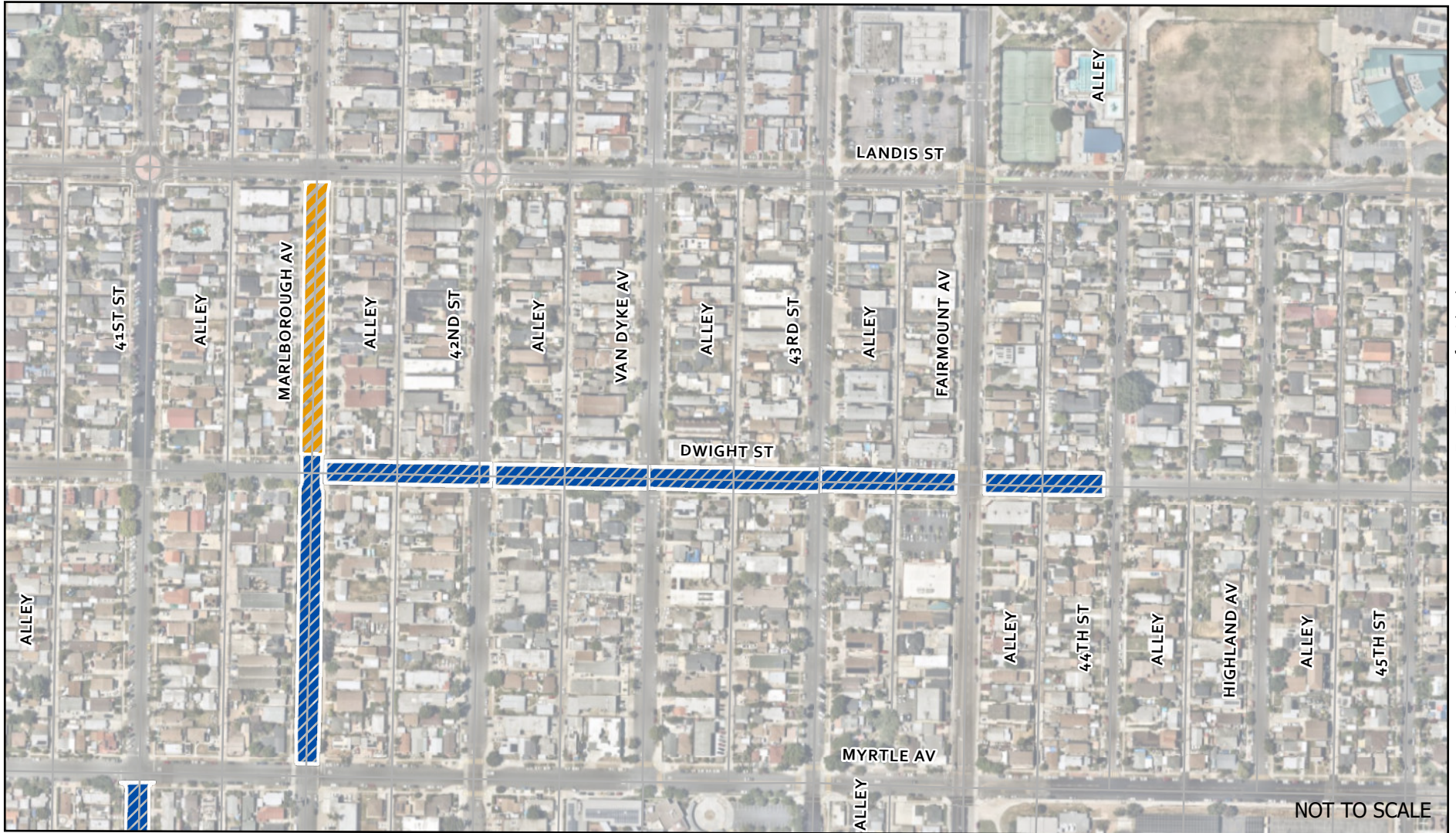
PROJECT MANAGER  
Aida Vance  
619-527-8074

PROJECT ENGINEER  
Ameer Aljuboori  
619-753-4409

RESIDENT ENGINEER  
Nahome Mekonnen  
619-527-8076

## Slurry Seal Group 2521

IO: 21005577  
COMMUNITY NAME: CITY HEIGHTS  
COUNCIL DISTRICT: 9



- S2521 CAPE SEAL LIMIT
- S2521 SLURRY SEAL LIMIT

Schools

The required curb ramps by the ADA title II as a result of the cape seal installation work included in this contract will be installed under a separate contract (2025 City Wide Curb Ramps) after the necessary design work and compilation with other accessibility improvements are completed.



NOT TO SCALE

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# TRANSPORTATION

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Aida Vance  
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PROJECT ENGINEER  
Ameer Aljuboori  
619-753-4409

RESIDENT ENGINEER  
Nahome Mekonnen  
619-527-8076

## Slurry Seal Group 2521

IO: 21005577  
COMMUNITY NAME: CITY HEIGHTS  
COUNCIL DISTRICT: 9



-  S2521 CAPE SEAL LIMIT
-  S2521 SLURRY SEAL LIMIT

The required curb ramps by the ADA title II as a result of the cape seal installation work included in this contract will be installed under a separate contract (2025 City Wide Curb Ramps) after the necessary design work and compilation with other accessibility improvements are completed.



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# TRANSPORTATION

SENIOR ENGINEER  
Joshua Lahmann  
619-527-7509

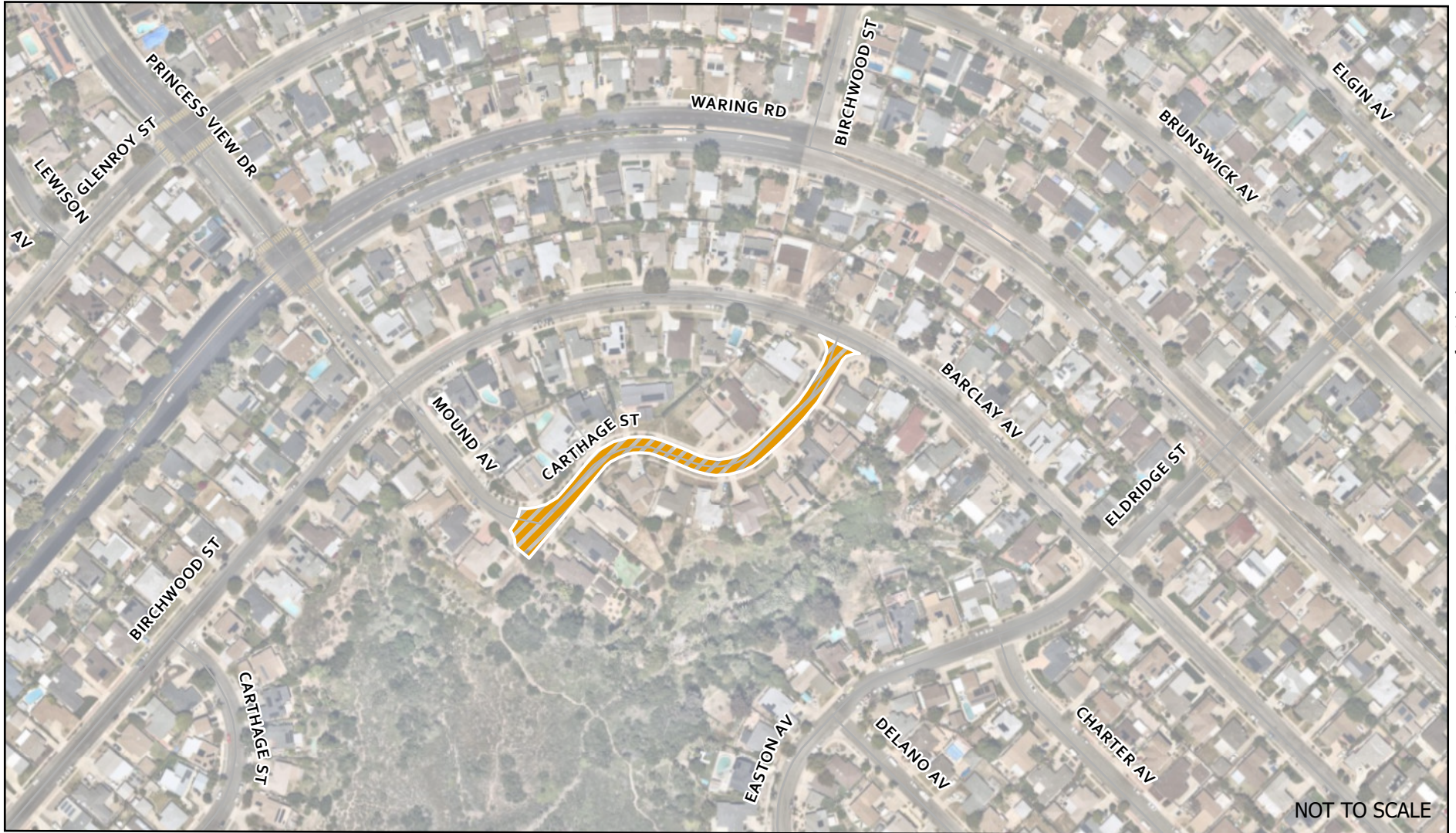
PROJECT MANAGER  
Aida Vance  
619-527-8074

PROJECT ENGINEER  
Ameer Aljuboori  
619-753-4409


RESIDENT ENGINEER  
Nahome Mekonnen  
619-527-8076

## Slurry Seal Group 2521

IO: 21005577  
COMMUNITY NAME: NAVAJO  
COUNCIL DISTRICT: 7



NOT TO SCALE

 S2521 CAPE SEAL LIMIT

The required curb ramps by the ADA title II as a result of the cape seal installation work included in this contract will be installed under a separate contract (2025 City Wide Curb Ramps) after the necessary design work and compilation with other accessibility improvements are completed.



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## Slurry Seal Group 2521

IO: 21005577  
COMMUNITY NAME: SOUTHEASTERN SAN DIEGO  
COUNCIL DISTRICT: 9



 S2521 SLURRY SEAL LIMIT

The required curb ramps by the ADA title II as a result of the cape seal installation work included in this contract will be installed under a separate contract (2025 City Wide Curb Ramps) after the necessary design work and compilation with other accessibility improvements are completed.



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## Slurry Seal Group 2521


IO: 21005577

COMMUNITY NAME: KENSINGTON-TALMADGE

COUNCIL DISTRICT: 9



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 S2521 SLURRY SEAL LIMIT

The required curb ramps by the ADA title II as a result of the cape seal installation work included in this contract will be installed under a separate contract (2025 City Wide Curb Ramps) after the necessary design work and compilation with other accessibility improvements are completed.



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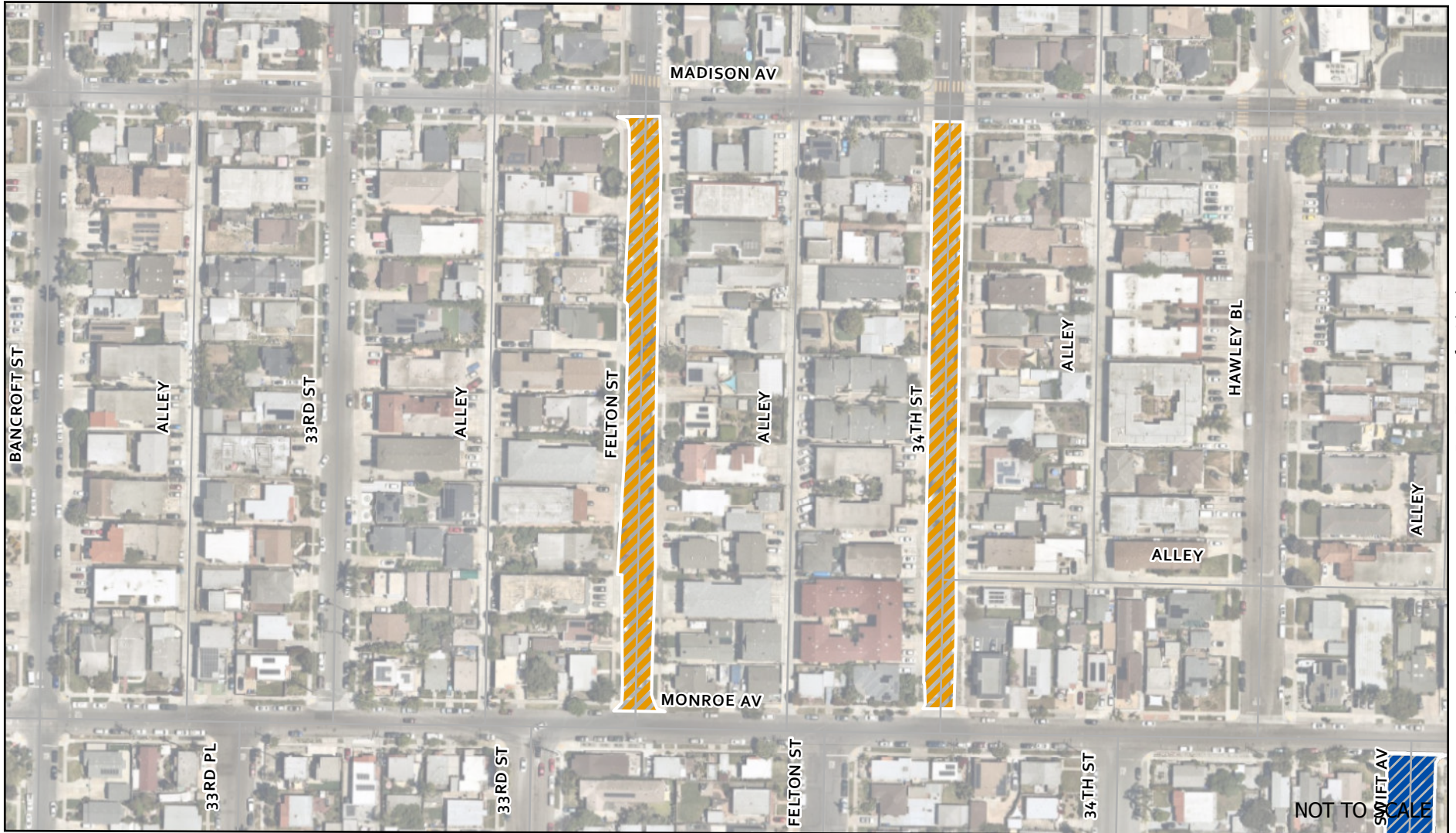
PROJECT MANAGER  
Aida Vance  
619-527-8074



PROJECT ENGINEER  
Ameer Aljuboori  
619-753-4409

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## Slurry Seal Group 2521

IO: 21005577  
COMMUNITY NAME: NORMAL HEIGHTS  
COUNCIL DISTRICT: 9



-  S2521 CAPE SEAL LIMIT
-  S2521 SLURRY SEAL LIMIT

The required curb ramps by the ADA title II as a result of the cape seal installation work included in this contract will be installed under a separate contract (2025 City Wide Curb Ramps) after the necessary design work and compilation with other accessibility improvements are completed.



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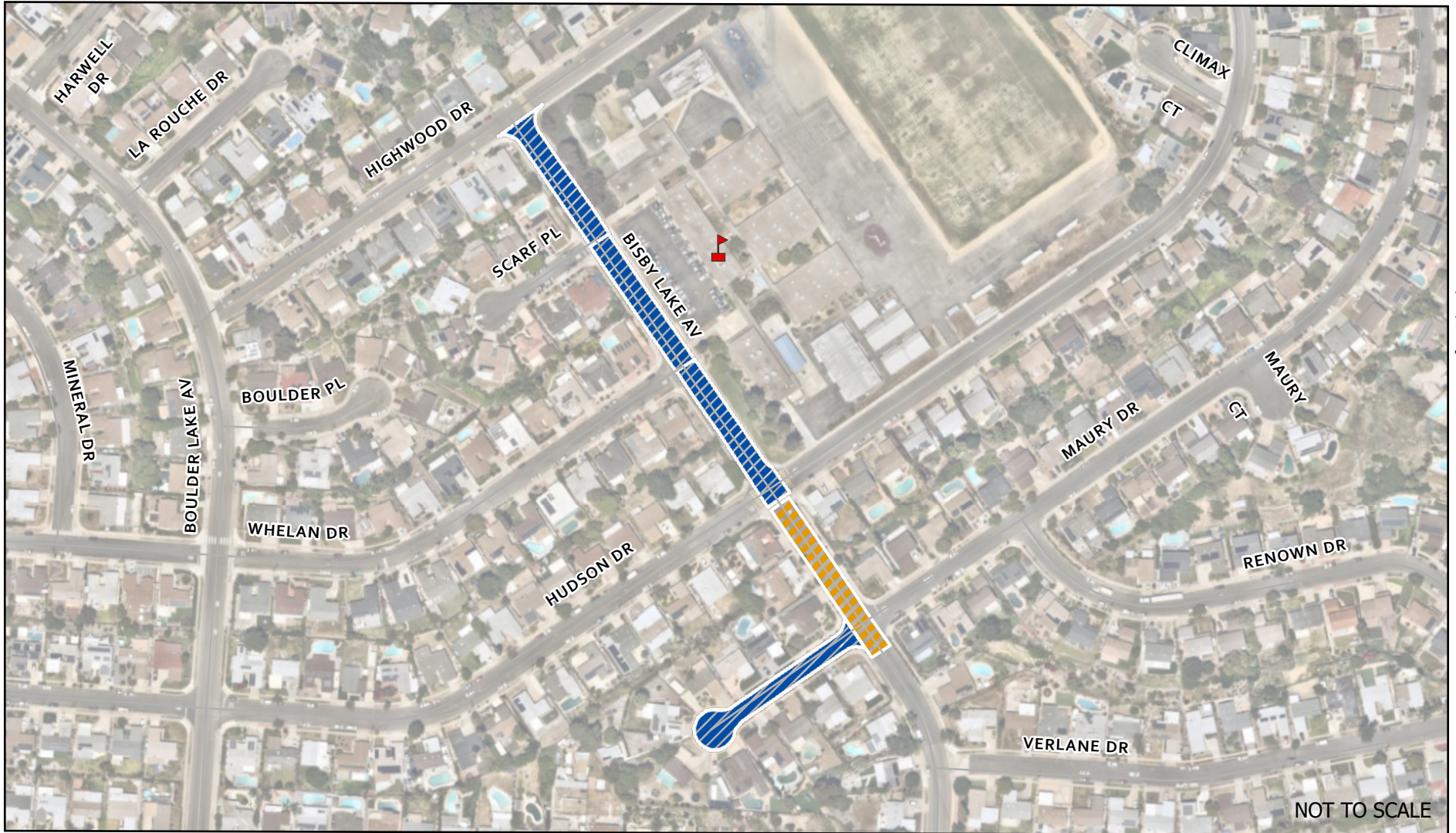
PROJECT MANAGER  
Aida Vance  
619-527-8074

PROJECT ENGINEER  
Ameer Aljuboori  
619-753-4409

RESIDENT ENGINEER  
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## Slurry Seal Group 2521

IO: 21005577  
COMMUNITY NAME: NAVAJO  
COUNCIL DISTRICT: 7



Date Exported: 08/29/2024

- S2521 CAPE SEAL LIMIT
- S2521 SLURRY SEAL LIMIT

Schools

The required curb ramps by the ADA title II as a result of the cape seal installation work included in this contract will be installed under a separate contract (2025 City Wide Curb Ramps) after the necessary design work and compilation with other accessibility improvements are completed.



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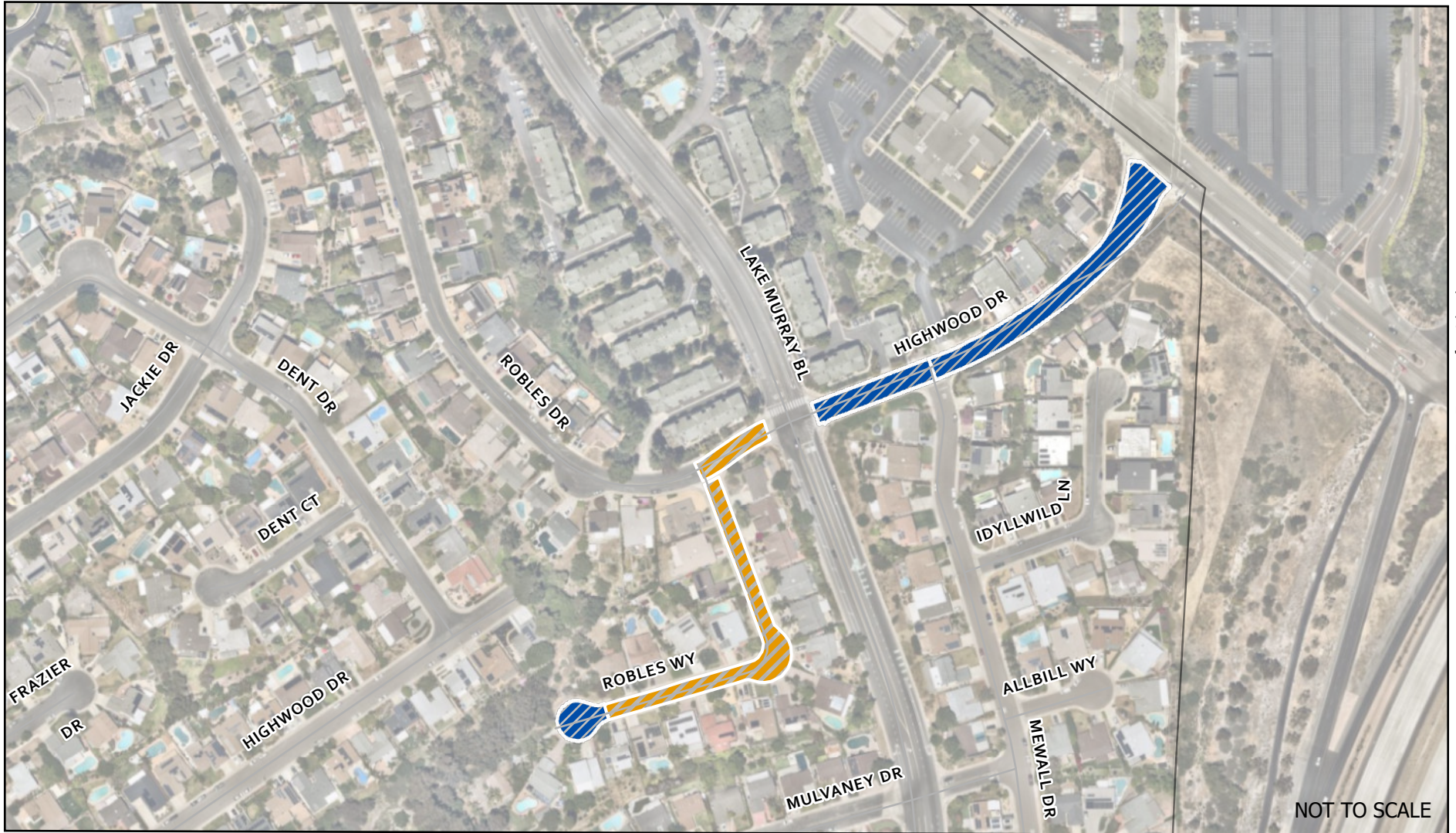
PROJECT MANAGER  
Aida Vance  
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619-753-4409

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## Slurry Seal Group 2521

IO: 21005577  
COMMUNITY NAME: NAVAJO  
COUNCIL DISTRICT: 7



Date Exported: 08/29/2024

NOT TO SCALE

- S2521 CAPE SEAL LIMIT
- S2521 SLURRY SEAL LIMIT

The required curb ramps by the ADA title II as a result of the cape seal installation work included in this contract will be installed under a separate contract (2025 City Wide Curb Ramps) after the necessary design work and compilation with other accessibility improvements are completed.



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## Slurry Seal Group 2521

IO: 21005577


COMMUNITY NAME: CITY HEIGHTS

COUNCIL DISTRICT: 9



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 S2521 SLURRY SEAL LIMIT

 Schools

The required curb ramps by the ADA title II as a result of the cape seal installation work included in this contract will be installed under a separate contract (2025 City Wide Curb Ramps) after the necessary design work and compilation with other accessibility improvements are completed.



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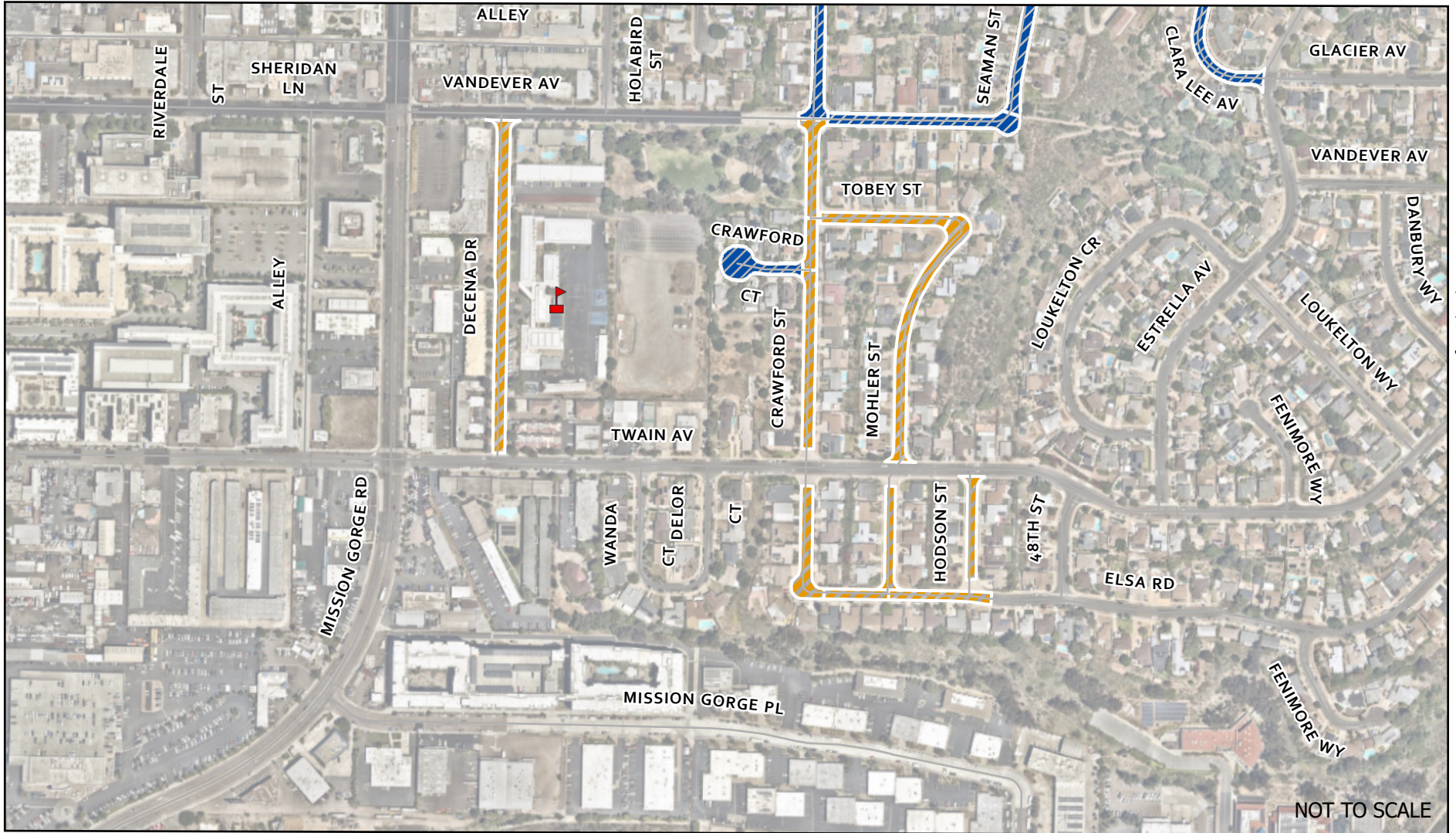
PROJECT MANAGER  
Aida Vance  
619-527-8074

PROJECT ENGINEER  
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619-753-4409

RESIDENT ENGINEER  
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## Slurry Seal Group 2521

IO: 21005577  
COMMUNITY NAME: NAVAJO  
COUNCIL DISTRICT: 7



Date Exported: 08/29/2024

- S2521 CAPE SEAL LIMIT
- S2521 SLURRY SEAL LIMIT

Schools

The required curb ramps by the ADA title II as a result of the cape seal installation work included in this contract will be installed under a separate contract (2025 City Wide Curb Ramps) after the necessary design work and compilation with other accessibility improvements are completed.



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## Slurry Seal Group 2521

IO: 21005577  
COMMUNITY NAME: NAVAJO  
COUNCIL DISTRICT: 7



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 S2521 CAPE SEAL LIMIT

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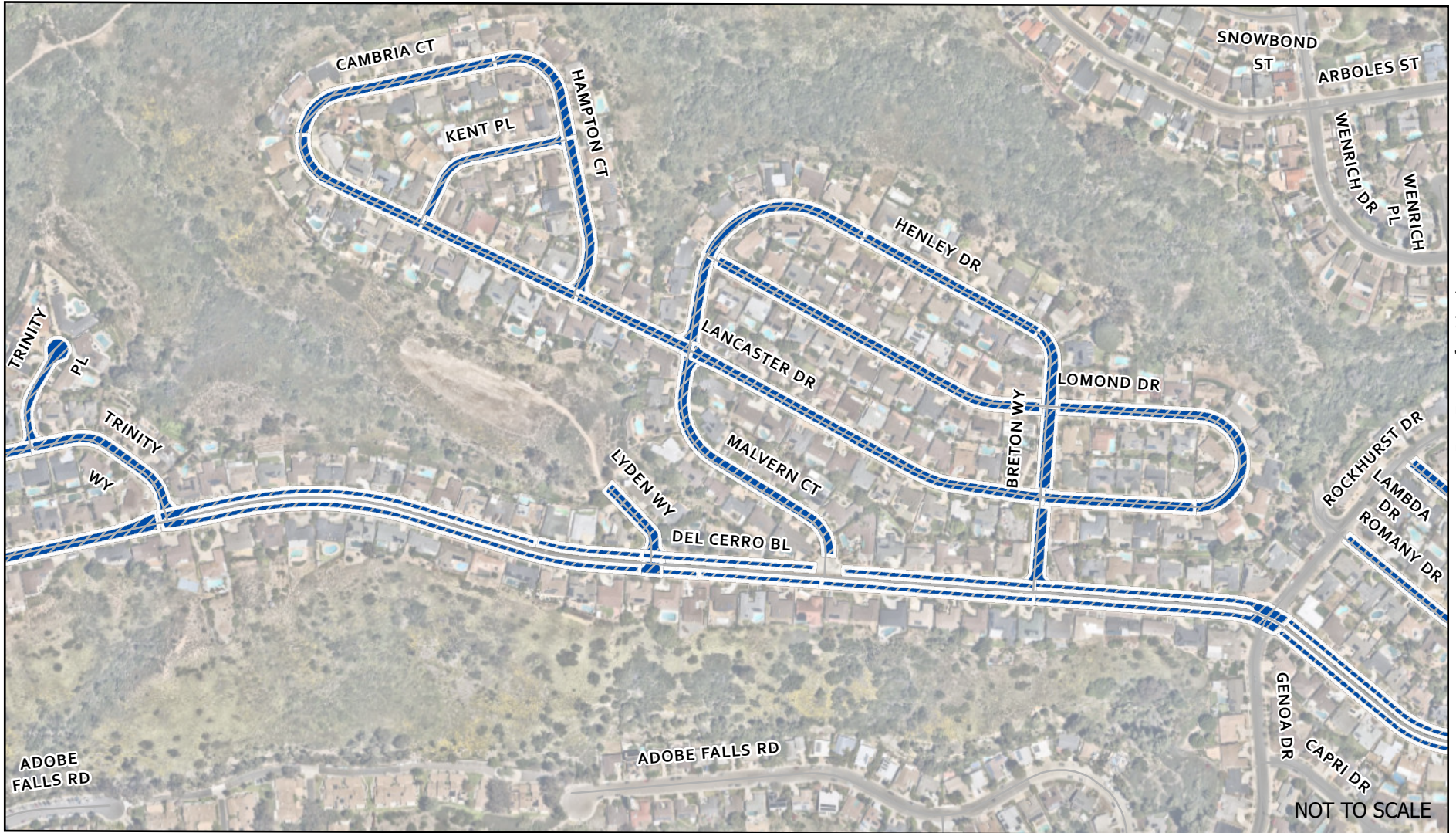
PROJECT MANAGER  
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PROJECT ENGINEER  
Ameer Aljuboori  
619-753-4409


RESIDENT ENGINEER  
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## Slurry Seal Group 2521

IO: 21005577  
COMMUNITY NAME: NAVAJO  
COUNCIL DISTRICT: 7



Date Exported: 08/29/2024

 S2521 SLURRY SEAL LIMIT

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## Slurry Seal Group 2521

IO: 21005577  
COMMUNITY NAME: NAVAJO  
COUNCIL DISTRICT: 7



Date Exported: 08/29/2024

 S2521 SLURRY SEAL LIMIT

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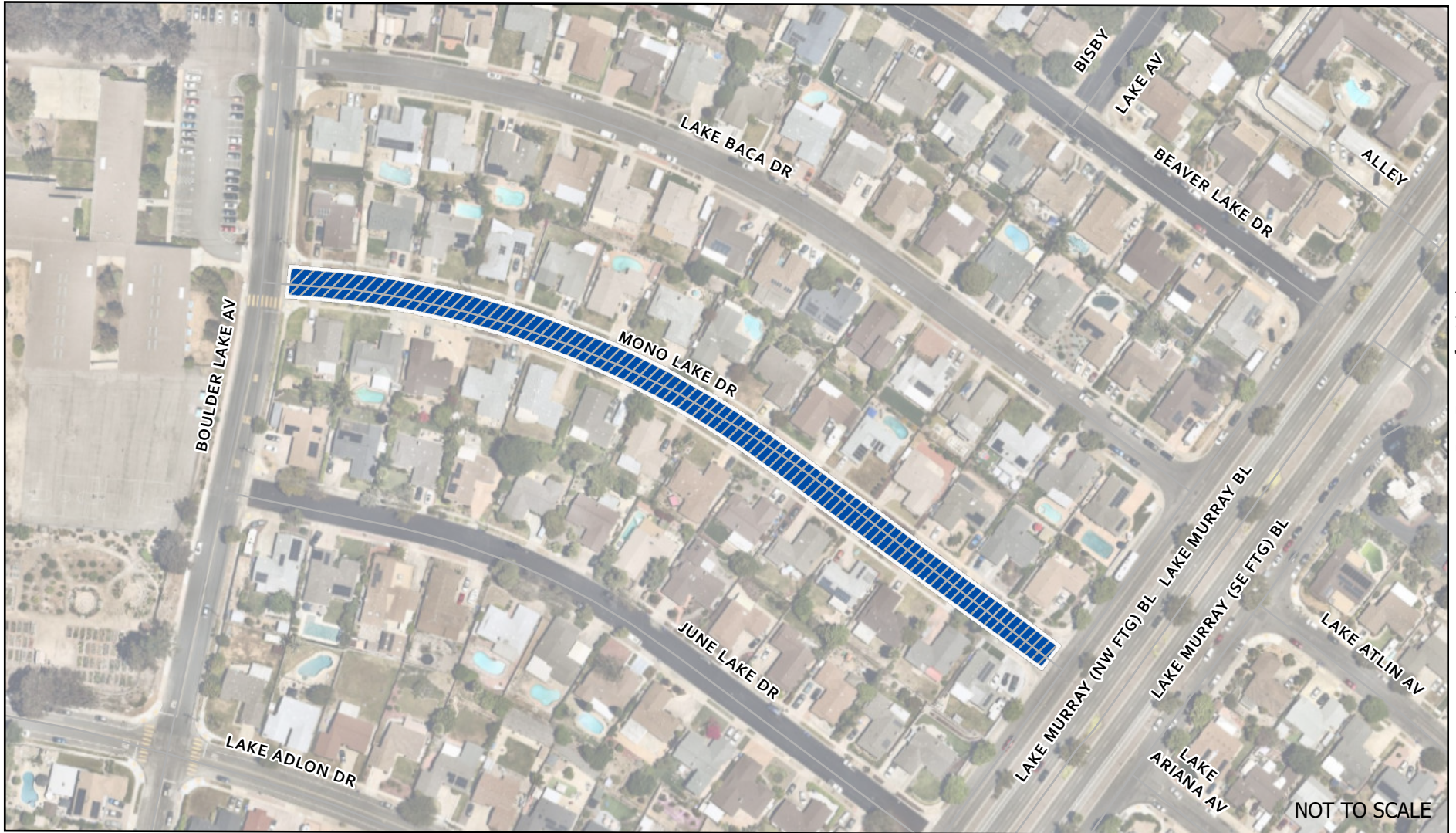
PROJECT MANAGER  
Aida Vance  
619-527-8074


PROJECT ENGINEER  
Ameer Aljuboori  
619-753-4409

RESIDENT ENGINEER  
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## Slurry Seal Group 2521

IO: 21005577  
COMMUNITY NAME: NAVAJO  
COUNCIL DISTRICT: 7



 S2521 SLURRY SEAL LIMIT

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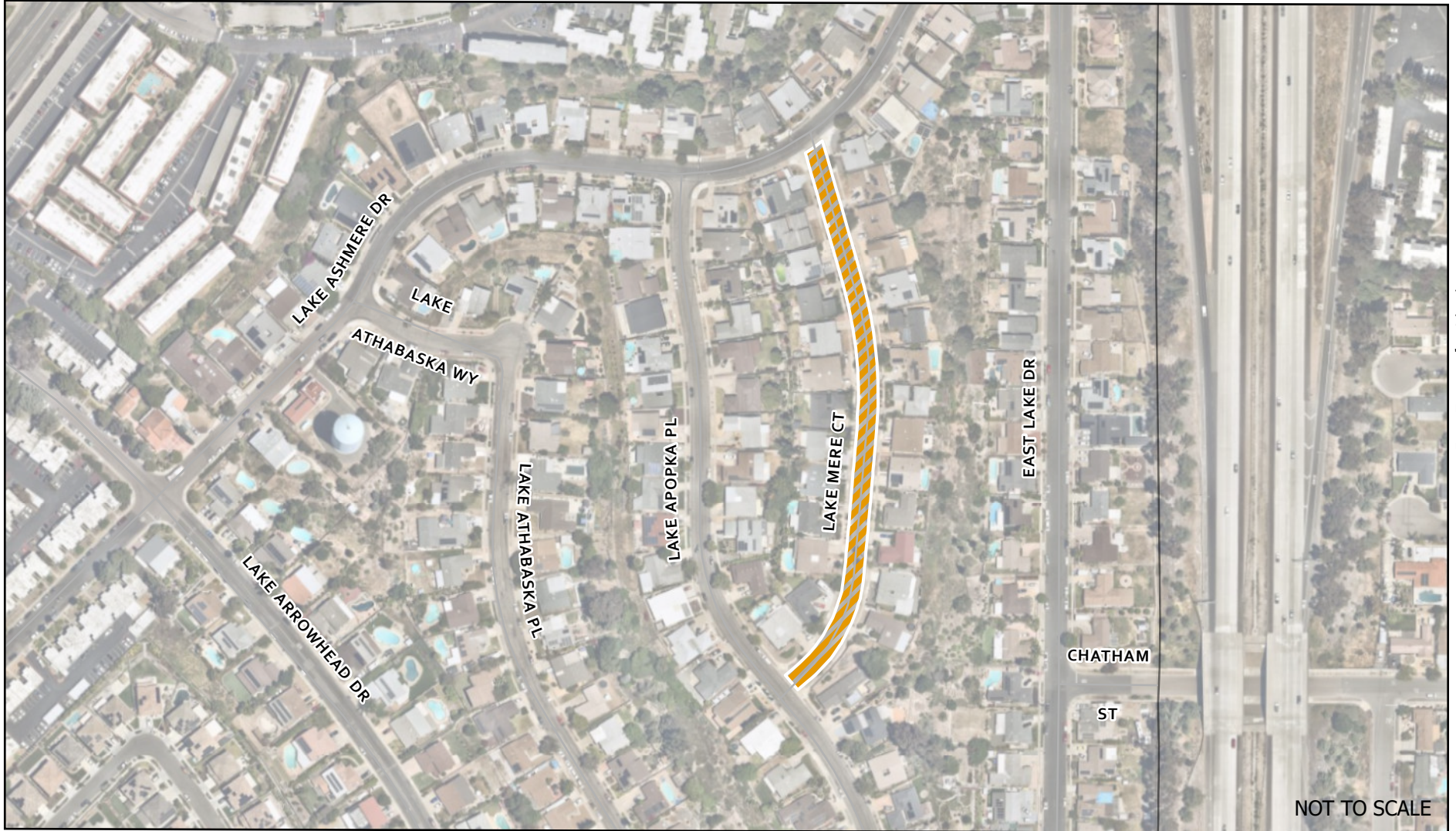
PROJECT MANAGER  
Aida Vance  
619-527-8074


PROJECT ENGINEER  
Ameer Aljuboori  
619-753-4409

RESIDENT ENGINEER  
Nahome Mekonnen  
619-527-8076

## Slurry Seal Group 2521

IO: 21005577  
COMMUNITY NAME: NAVAJO  
COUNCIL DISTRICT: 7



 S2521 CAPE SEAL LIMIT

The required curb ramps by the ADA title II as a result of the cape seal installation work included in this contract will be installed under a separate contract (2025 City Wide Curb Ramps) after the necessary design work and compilation with other accessibility improvements are completed.



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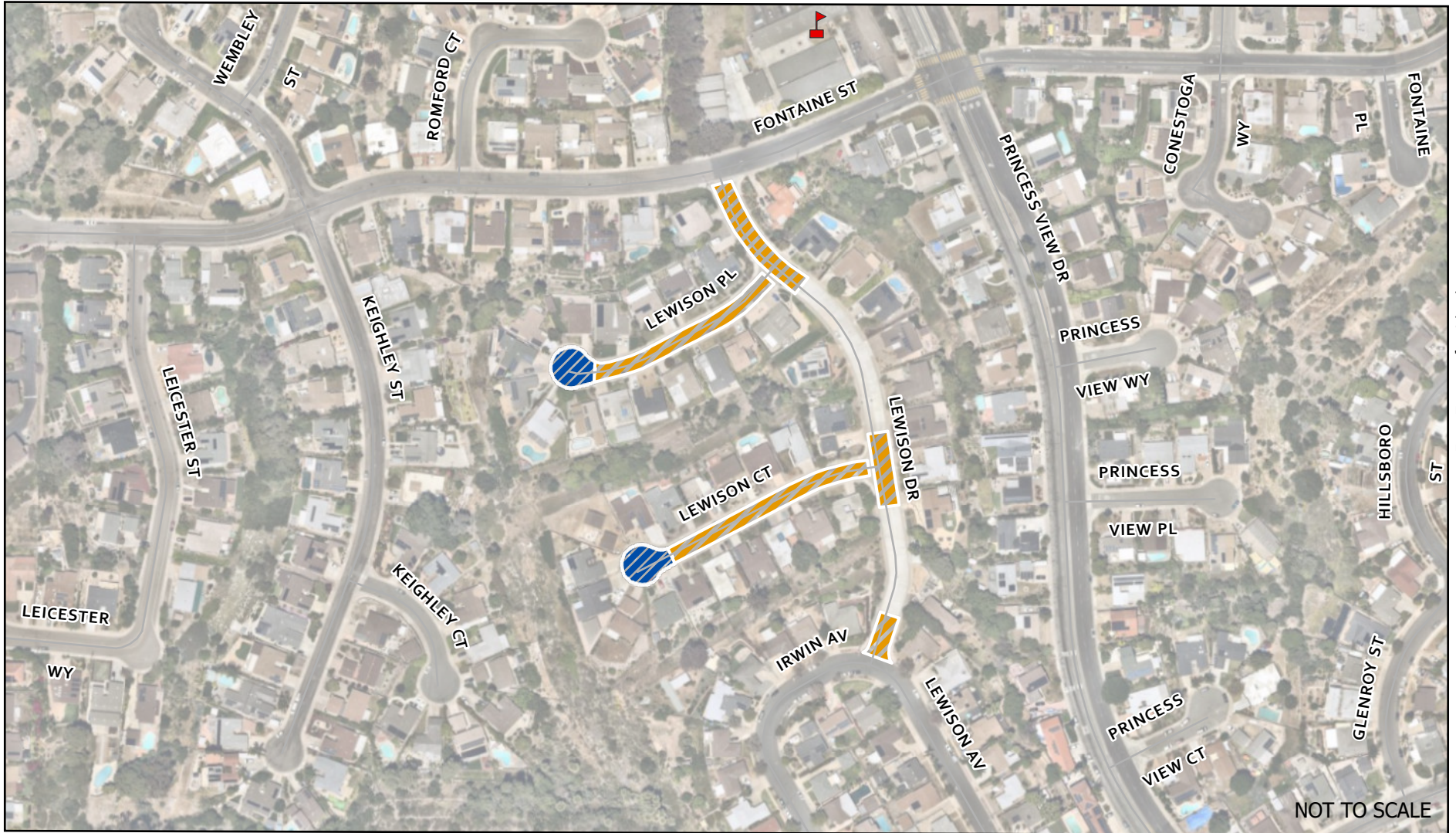
PROJECT MANAGER  
Aida Vance  
619-527-8074

PROJECT ENGINEER  
Ameer Aljuboori  
619-753-4409

RESIDENT ENGINEER  
Nahome Mekonnen  
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## Slurry Seal Group 2521

IO: 21005577  
COMMUNITY NAME: NAVAJO  
COUNCIL DISTRICT: 7



Date Exported: 08/29/2024

NOT TO SCALE

- S2521 CAPE SEAL LIMIT
- S2521 SLURRY SEAL LIMIT

Schools

The required curb ramps by the ADA title II as a result of the cape seal installation work included in this contract will be installed under a separate contract (2025 City Wide Curb Ramps) after the necessary design work and compilation with other accessibility improvements are completed.



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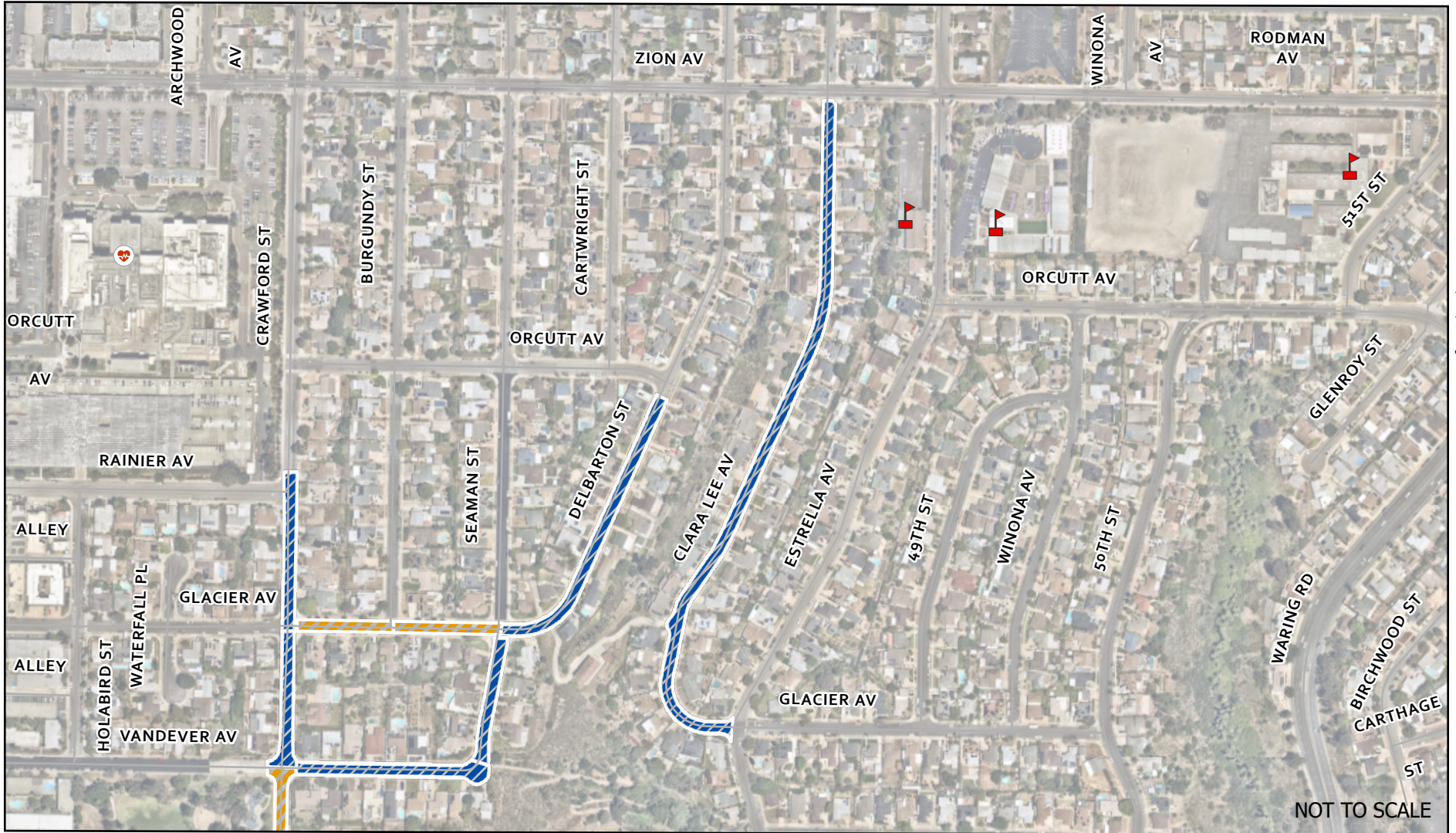
PROJECT MANAGER  
Aida Vance  
619-527-8074

PROJECT ENGINEER  
Ameer Aljuboori  
619-753-4409

RESIDENT ENGINEER  
Nahome Mekonnen  
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## Slurry Seal Group 2521

IO: 21005577  
COMMUNITY NAME: NAVAJO  
COUNCIL DISTRICT: 7



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- S2521 CAPE SEAL LIMIT
- S2521 SLURRY SEAL LIMIT

- Hospital
- Schools

The required curb ramps by the ADA title II as a result of the cape seal installation work included in this contract will be installed under a separate contract (2025 City Wide Curb Ramps) after the necessary design work and compilation with other accessibility improvements are completed.



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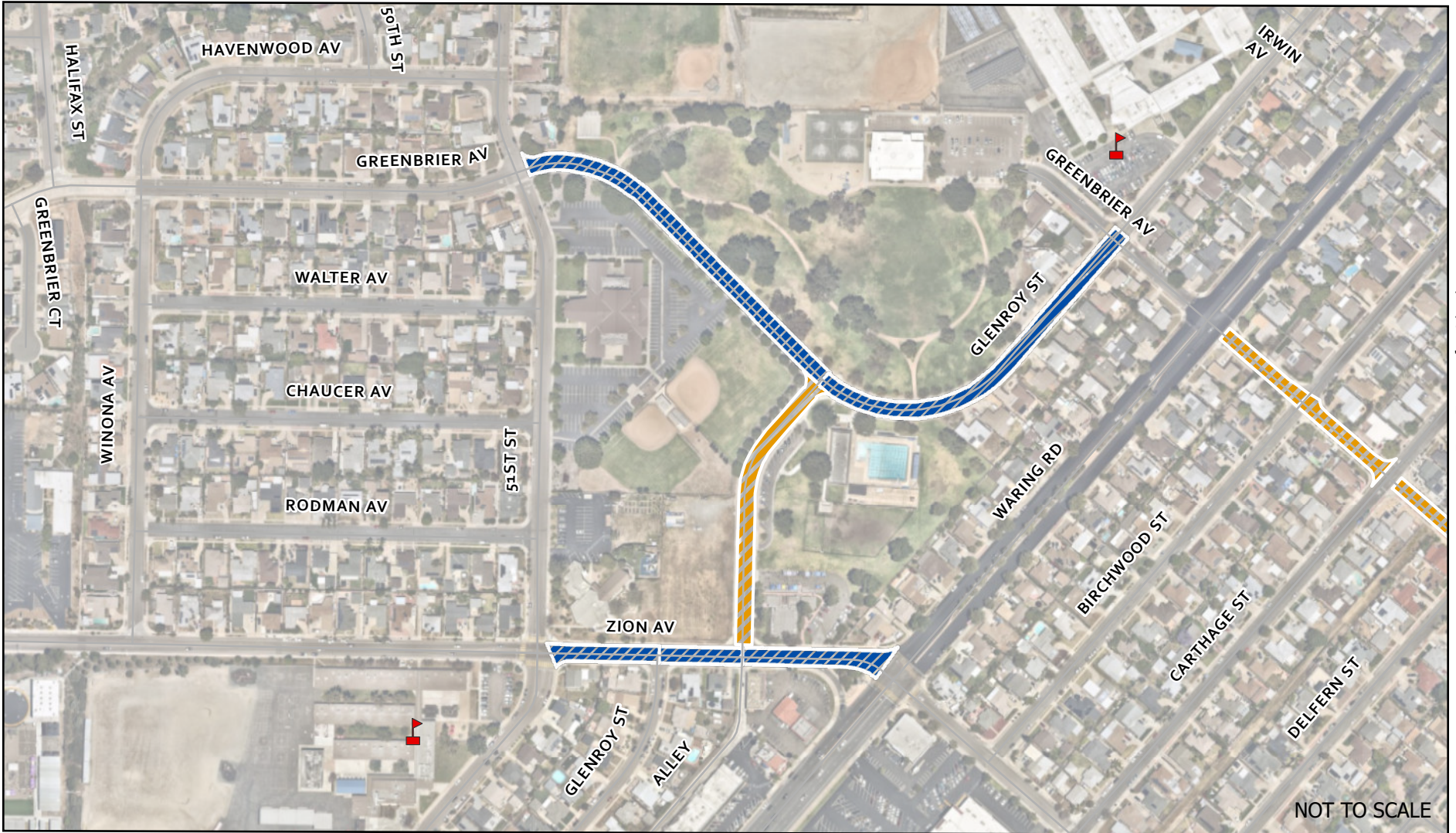
PROJECT MANAGER  
Aida Vance  
619-527-8074

PROJECT ENGINEER  
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619-753-4409

RESIDENT ENGINEER  
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619-527-8076

## Slurry Seal Group 2521

IO: 21005577  
COMMUNITY NAME: NAVAJO  
COUNCIL DISTRICT: 7



Date Exported: 08/29/2024

NOT TO SCALE

- S2521 CAPE SEAL LIMIT
- S2521 SLURRY SEAL LIMIT

Schools

The required curb ramps by the ADA title II as a result of the cape seal installation work included in this contract will be installed under a separate contract (2025 City Wide Curb Ramps) after the necessary design work and compilation with other accessibility improvements are completed.





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## Slurry Seal Group 2521

IO: 21005577  
COMMUNITY NAME: KENSINGTON-TALMADGE  
COUNCIL DISTRICT: 9



 S2521 CAPE SEAL LIMIT

The required curb ramps by the ADA title II as a result of the cape seal installation work included in this contract will be installed under a separate contract (2025 City Wide Curb Ramps) after the necessary design work and compilation with other accessibility improvements are completed.



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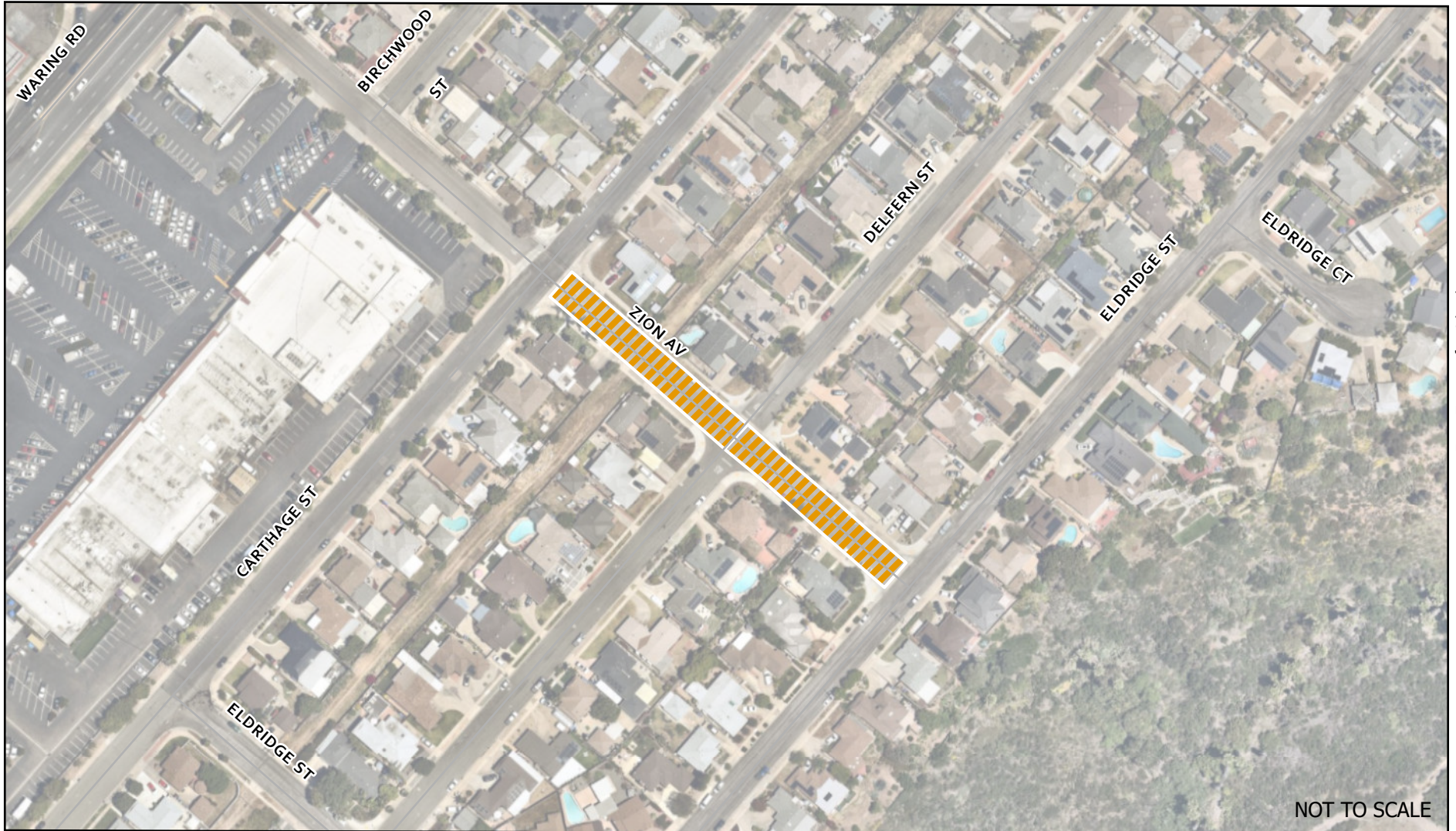
PROJECT MANAGER  
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PROJECT ENGINEER  
Ameer Aljuboori  
619-753-4409


RESIDENT ENGINEER  
Nahome Mekonnen  
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## Slurry Seal Group 2521

IO: 21005577  
COMMUNITY NAME: NAVAJO  
COUNCIL DISTRICT: 7



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 S2521 CAPE SEAL LIMIT

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## Slurry Seal Group 2521

IO: 21005577


COMMUNITY NAME: KENSINGTON-TALMADGE

COUNCIL DISTRICT: 9



Date Exported: 08/29/2024

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 S2521 SLURRY SEAL LIMIT

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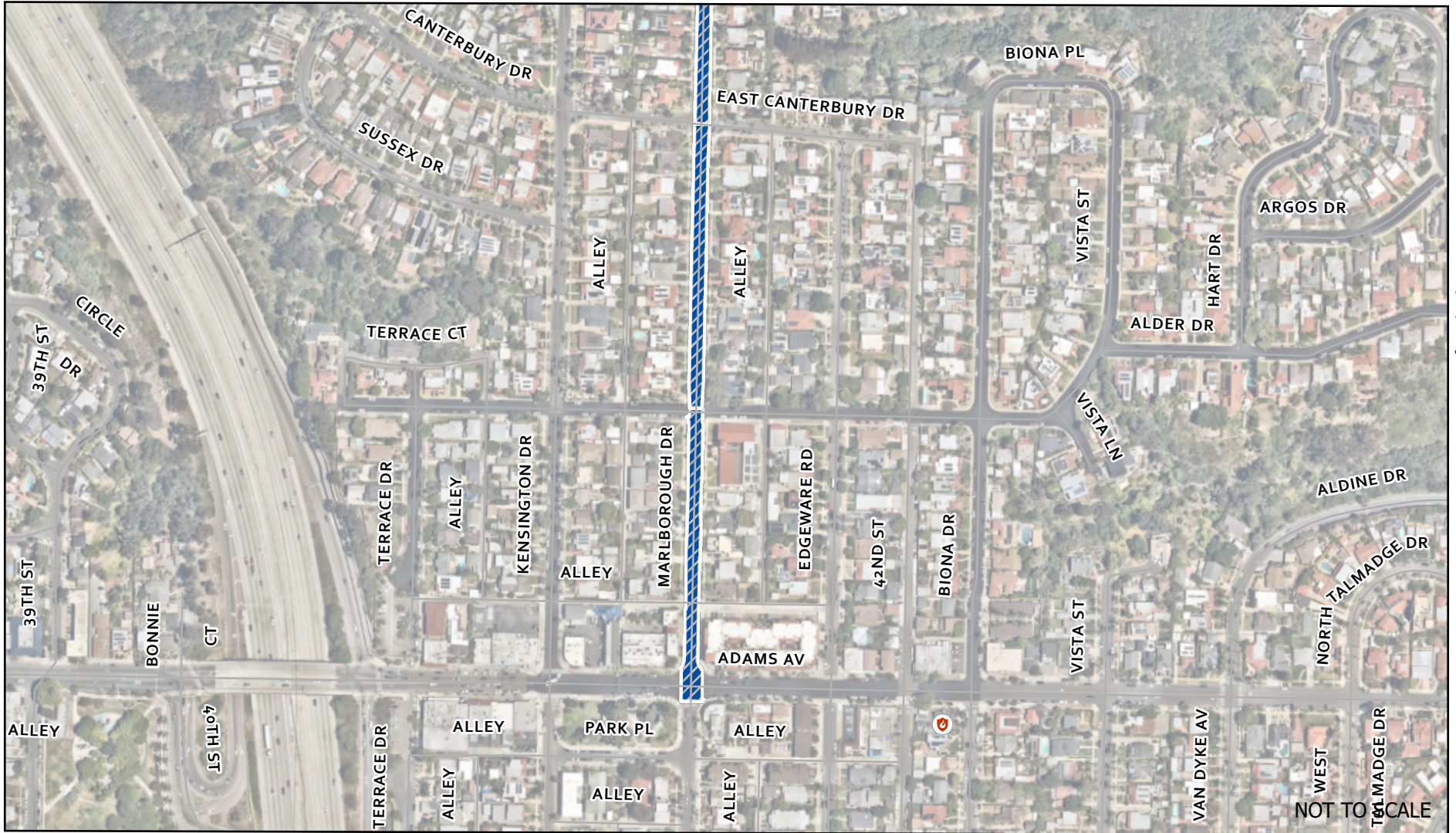
PROJECT MANAGER  
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619-527-8074

PROJECT ENGINEER  
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## Slurry Seal Group 2521

IO: 21005577  
COMMUNITY NAME: KENSINGTON-TALMADGE  
COUNCIL DISTRICT: 9



S2521 SLURRY SEAL LIMIT

Fire Station

The required curb ramps by the ADA title II as a result of the cape seal installation work included in this contract will be installed under a separate contract (2025 City Wide Curb Ramps) after the necessary design work and compilation with other accessibility improvements are completed.



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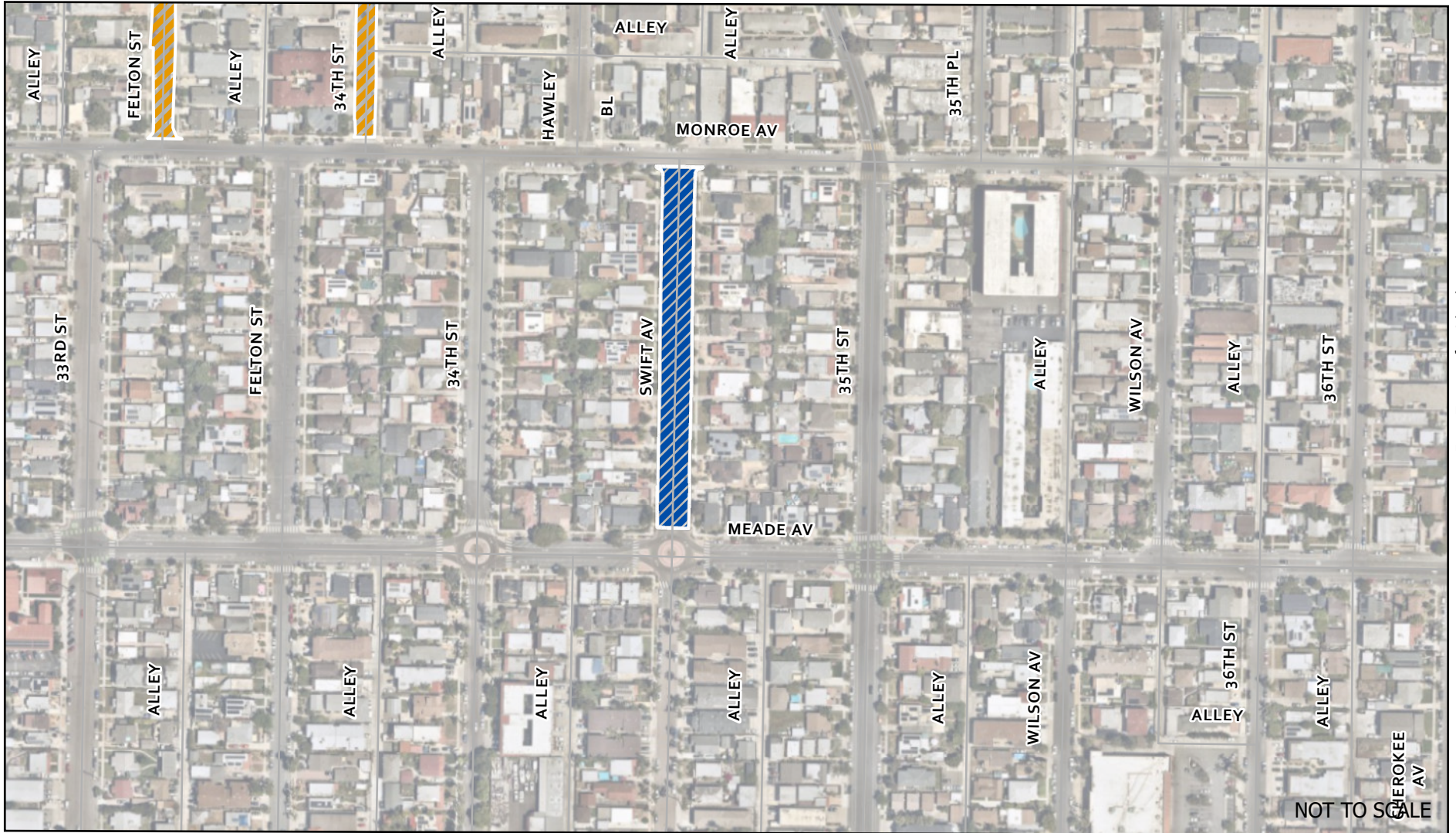
PROJECT MANAGER  
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## Slurry Seal Group 2521

IO: 21005577  
COMMUNITY NAME: NORMAL HEIGHTS  
COUNCIL DISTRICT: 9



-  S2521 CAPE SEAL LIMIT
-  S2521 SLURRY SEAL LIMIT

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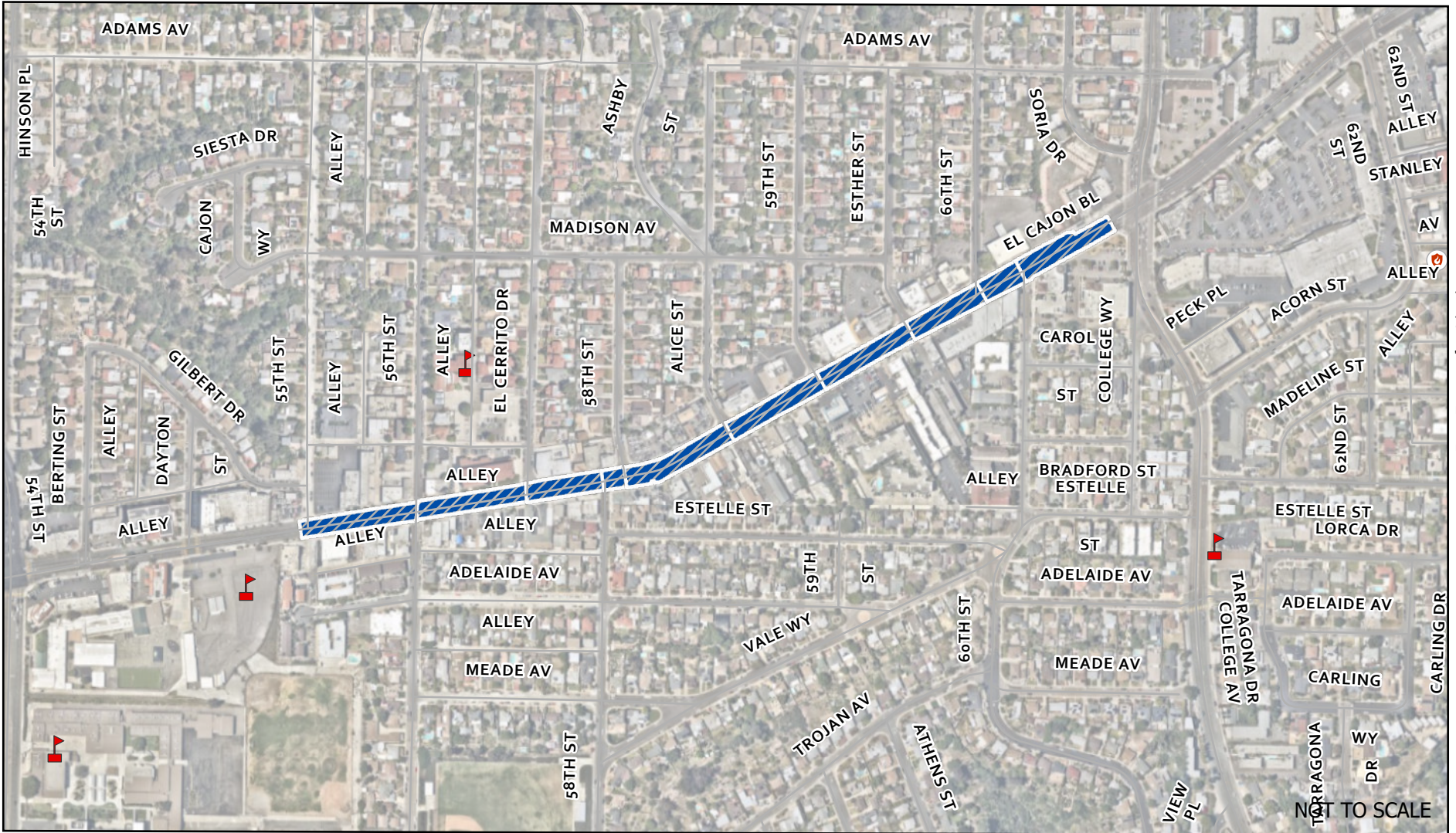
PROJECT ENGINEER  
Ameer Aljuboori  
619-753-4409

RESIDENT ENGINEER  
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# Slurry Seal Group 2521

## TRANSPORTATION

IO: 21005577  
COMMUNITY NAME: EASTERN AREA  
COUNCIL DISTRICT: 9



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- S2521 SLURRY SEAL LIMIT
- Schools
- Fire Station

The required curb ramps by the ADA title II as a result of the cape seal installation work included in this contract will be installed under a separate contract (2025 City Wide Curb Ramps) after the necessary design work and compilation with other accessibility improvements are completed.



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## Slurry Seal Group 2521

IO: 21005577  
COMMUNITY NAME: SOUTHEASTERN SAN DIEGO  
COUNCIL DISTRICT: 9



- S2521 CAPE SEAL LIMIT
- S2521 SLURRY SEAL LIMIT

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## Slurry Seal Group 2521

IO: 21005577  
COMMUNITY NAME: SOUTHEASTERN SAN DIEGO  
COUNCIL DISTRICT: 9



NOT TO SCALE

 S2521 SLURRY SEAL LIMIT

The required curb ramps by the ADA title II as a result of the cape seal installation work included in this contract will be installed under a separate contract (2025 City Wide Curb Ramps) after the necessary design work and compilation with other accessibility improvements are completed.



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TRANSPORTATION

SENIOR ENGINEER  
Joshua Lahmann  
619-527-7509

PROJECT MANAGER  
Aida Vance  
619-527-8074

PROJECT ENGINEER  
Ameer Aljuboori  
619-753-4409


RESIDENT ENGINEER  
Nahome Mekonnen  
619-527-8076

# Slurry Seal Group 2521

IO: 21005577  
COMMUNITY NAME: SOUTHEASTERN SAN DIEGO  
COUNCIL DISTRICT: 9



NOT TO SCALE

 S2521 SLURRY SEAL LIMIT

The required curb ramps by the ADA title II as a result of the cape seal installation work included in this contract will be installed under a separate contract (2025 City Wide Curb Ramps) after the necessary design work and compilation with other accessibility improvements are completed.



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# TRANSPORTATION

SENIOR ENGINEER  
Joshua Lahmann  
619-527-7509

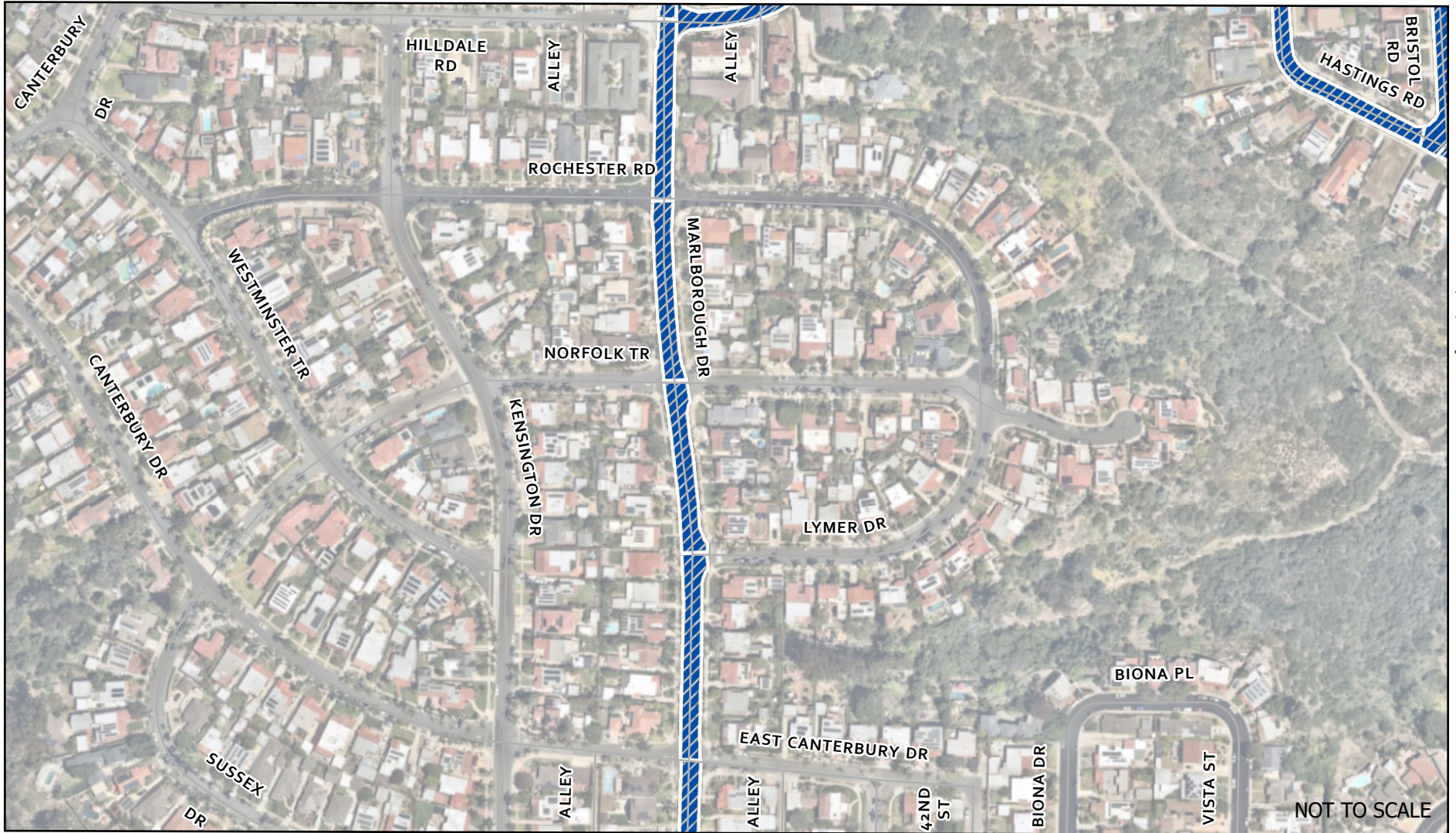
PROJECT MANAGER  
Aida Vance  
619-527-8074


PROJECT ENGINEER  
Ameer Aljuboori  
619-753-4409

RESIDENT ENGINEER  
Nahome Mekonnen  
619-527-8076

## Slurry Seal Group 2521

IO: 21005577  
COMMUNITY NAME: KENSINGTON-TALMADGE  
COUNCIL DISTRICT: 9



 S2521 SLURRY SEAL LIMIT

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NOT TO SCALE

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SENIOR ENGINEER  
Joshua Lahmann  
619-527-7509

PROJECT MANAGER  
Aida Vance  
619-527-8074

PROJECT ENGINEER  
Ameer Aljuboori  
619-753-4409

RESIDENT ENGINEER  
Nahome Mekonnen  
619-527-8076


# Slurry Seal Group 2521

## TRANSPORTATION

IO: 21005577  
COMMUNITY NAME: CITY HEIGHTS  
COUNCIL DISTRICT: 9



Date Exported: 08/29/2024

 S2521 SLURRY SEAL LIMIT

 Schools

The required curb ramps by the ADA title II as a result of the cape seal installation work included in this contract will be installed under a separate contract (2025 City Wide Curb Ramps) after the necessary design work and compilation with other accessibility improvements are completed.



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# TRANSPORTATION

SENIOR ENGINEER  
Joshua Lahmann  
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PROJECT MANAGER  
Aida Vance  
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PROJECT ENGINEER  
Ameer Aljuboori  
619-753-4409


RESIDENT ENGINEER  
Nahome Mekonnen  
619-527-8076

## Slurry Seal Group 2521

IO: 21005577  
COMMUNITY NAME: CITY HEIGHTS  
COUNCIL DISTRICT: 9



NOT TO SCALE

 S2521 SLURRY SEAL LIMIT

 Schools

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Date Exported: 08/29/2024

**APPENDIX I**  
**SAMPLE OF PUBLIC NOTICE (SB FUNDED ONLY)**



This project is funded in part by state gas tax revenue (SB1)



# CONSTRUCTION NOTICE

## PROJECT TITLE

### Street Resurfacing

As part of the Capital Improvements Program (CIP) project, funded in part by State Gas Tax revenue (SB1), in your community, street resurfacing has been scheduled for the following date and locations:

**Thursday, Aug. 31 at 7 p.m.  
to Friday, Sept. 1 at 5 a.m.**

#### The work will take place:

- Sassafras Street/India Street
- Sassafras Street/Kettner Boulevard

#### How your neighborhood may be impacted:

- No parking signs will be posted at least 72 hours before work begins. Vehicles in violation of signs **will be towed.**
- Temporary road closures, traffic rerouting, parking and access restrictions will be in effect during the work hours.
- Access to driveways will not be available when resurfacing is taking place at your driveway. Please allot extra time for ingress/egress from driveways and direct all questions about driveway access to the foreman on site.
- Trash service schedule will not be impacted. Please place trash cans in normal pickup area.

#### City of San Diego contractor contact information:

To contact the City of San Diego:  Public Works  
619-533-4207 | [engineering@sandiego.gov](mailto:engineering@sandiego.gov) | [sandiego.gov/CIP](http://sandiego.gov/CIP)

 This information is available in alternative formats upon request.



This project is funded in part by state gas tax revenue (SB1)



# CONSTRUCTION NOTICE

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 This information is available in alternative formats upon request.

**APPENDIX J**  
**ADVANCED CONSTRUCTION NOTICE**

## ASPHALT REPAIR, CRACK SEAL, AND SURFACE SEAL



### Construction Notice

The City of San Diego has contracted with **[INSERT CONTRACTOR NAME]** to perform maintenance on certain streets in your neighborhood. **Over the next two to three months, [INSERT CONTRACTOR NAME]** will complete preventive maintenance to fill pavement cracks and add a surface seal coating to help preserve asphalt streets near your address. Please accept our apology for any inconveniences this work may cause. Your patience and cooperation will help to get this work completed safely and with minimal interruption of your daily activities.

Work will be performed between the hours of **8:30 AM and 3:30 PM**. The general order of work will include:

1. "No Parking" signs set out 72 hours in advance of the work.
2. Asphalt repairs, crack seal, weed abatement, and street sweeping
3. Placement of surface seal; typically 7-14 days following the asphalt repairs. Occasionally, two coats of surface seal are applied on two different days.

#### **How will I be affected?**

Before 7 a.m. on the day of the surface seal work, residential streets may be completely closed to all vehicles. That makes it important to plan ahead for parking on a street nearby or for leaving home before 7 a.m. that day. It is also important to help keep the street dry before the work begins. Please turn off any sprinklers or other irrigation systems the night before.

When possible, some streets will be surface sealed in stages to allow for limited access while the work is underway. It is important to obey the traffic control and "No Parking" warnings and to stay off the surface seal until the street is reopened for traffic – normally by 5 p.m. the same day.



### **What can I expect once the work is completed?**

Surface seals have a light brown color when they are first applied to the street. They change color to black after a few hours of exposure to sunlight and heat. That change is important and helps confirm that the newly sealed street is ready for vehicle traffic. *Again, it is important to protect new surface seal work by staying off the street until traffic control and parking restrictions are removed by work crews.*

Surface seals can appear rough-at-the-edges when first applied and may even show some tire tracks or minor gouges once vehicles are allowed back on to the recently sealed streets. These marks will disappear as more traffic travels across the street and as the sealant continues to dry over time.

**Please note:** Surface seals are used to protect streets in generally good condition from further deterioration and do not return streets to “as new” condition. Surface seals help to extend a street’s life by three to seven years. Complete replacements are limited to those streets that are in fair to poor condition.

### **What about trash pickup on the day of the work?**

If the day of the planned surface seal work falls on the same day as your trash collection, please bring your trash bins out early. Work crews will coordinate with the trash hauler to ensure your trash is collected prior to street closure for that day.

### **What about regular street sweeping?**

Regular street sweeping will be suspended during the surface seal work to allow the new coating to properly set. The entire street sweeping route will be suspended allowing you to park on nearby streets normally affected by “no-parking” restrictions associated with those routes.

### **When will street striping and markings be restored?**

Any striping or markings covered over by the surface seal effort will be restored within a few weeks following the work. Some temporary markers or signs may be installed to help with traffic control until the striping is restored.

### **Contact Information:**

For any questions related to the surface seal work planned in your neighborhood, please contact the Project Manager at **[INSERT CONTRACTOR NAME]** - **[INSERT CONTRACTOR PHONE NUMBER]**. You may also submit questions or requests for additional services via the City's *Get It Done* system at <https://www.sandiego.gov/get-it-done>.

**APPENDIX K**  
**CAPE SEAL FLYER**

# PAVEMENT TREATMENT CAPE SEAL



## Description:

The City of San Diego will be applying a pavement treatment called cape seal to your street, which you may not have seen in the past. **This treatment type will look different than previous treatments applied to your street.** This cape seal treatment will involve application of asphalt emulsion followed by a layer of crushed rock. The crushed rock and emulsion must cure for 3 days before a slurry seal is applied. During this 3-day period, the street will have loose crushed rock on the pavement until the final slurry seal application is complete. We ask that you drive carefully on the surface during this time.



Completion of crushed rock layer prior to slurry seal application

## Benefits:

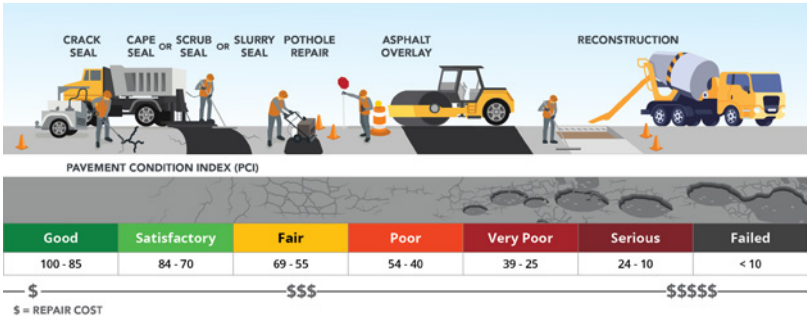
This treatment type is a cost-effective method of extending the life of your road. It seals moderate cracks, seals against moisture, and extends the life of the road for many years. This treatment will also minimize potholes and repairs needed to your road. Previously, a much more expensive treatment would have been required to obtain this result.



Slurry seal is applied after the crushed rock layer has cured for 3 days

## How You Can Help:

The street will be closed to all traffic during the application. No Parking signs will be posted 72 hours in advance of construction. Please remove and park your vehicles on an adjacent street prior to and during construction, otherwise it will be towed with SDPD approval. During the 3-day curing period, drive slowly on the new surface as there may be loose rock.



Please be courteous and respectful of the crews working to improve your street's condition.

**APPENDIX L**

**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**

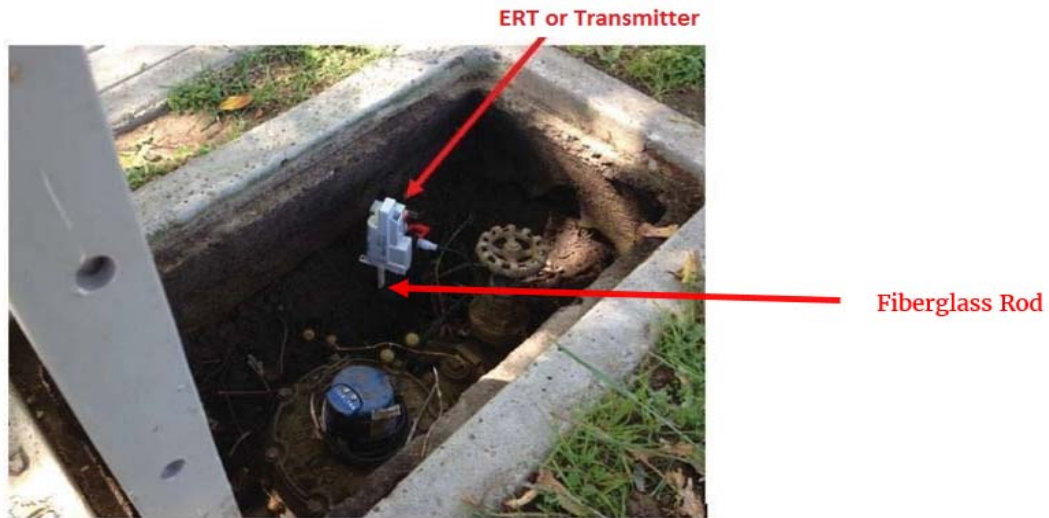


Photo 6 below is an example of disturbance that shall be avoided:

**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 M**  
**ESTIMATED CONSTRUCTION QUANTITIES**





**APPENDIX N**  
**STREET LIST**

SLURRY SEAL GROUP 2521  
 IO: 21005577  
 STREET LIST

Work Order	Pavement ID	Street	Cross Street 1	Cross Street 2	CD	Trash Day	Community Planning Area	Functional Classification
S2521	SS-000855-PV1	34TH ST	MONROE AV	MADISON AV	9	Friday	NORMAL HEIGHTS	COLLECTOR
S2521	SS-000890-PV1	36TH ST	POLK AV	ORANGE AV	9	Friday	CITY HEIGHTS	RESIDENTIAL
S2521	SS-001002-PV1	41ST ST	THORN ST	MYRTLE AV	9	Friday	CITY HEIGHTS	RESIDENTIAL
S2521	SS-001060-PV1	44TH ST	LAUREL ST	MAPLE ST	9	Friday	CITY HEIGHTS	RESIDENTIAL
S2521	SS-001088-PV1	45TH ST	BEGIN	THORN ST	9	Friday	CITY HEIGHTS	RESIDENTIAL
S2521	SS-031361-PV1	45TH ST	REDWOOD ST	END	9	Friday	CITY HEIGHTS	RESIDENTIAL
S2521	SS-001113-PV1	47TH ST	ORANGE AV	EL CAJON BL	9	Friday	CITY HEIGHTS	RESIDENTIAL
S2521	SS-003846-PV1	BEDFORD DR	MARLBOROUGH DR	EDGEWARE RD	9	Friday	KENSINGTON-TALMADGE	RESIDENTIAL
S2521	SS-003845-PV1	BEDFORD DR	EDGEWARE RD	EAST BEDFORD DR	9	Friday	KENSINGTON-TALMADGE	RESIDENTIAL
S2521	SS-004293-PV1	BISBY LAKE AV	SCARF PL	HIGHWOOD DR	7	Friday	NAVAJO	RESIDENTIAL
S2521	SS-004294-PV1	BISBY LAKE AV	WHELAN DR	SCARF PL	7	Friday	NAVAJO	RESIDENTIAL
S2521	SS-004295-PV1	BISBY LAKE AV	HUDSON DR	WHELAN DR	7	Friday	NAVAJO	RESIDENTIAL
S2521	SS-004296-PV1	BISBY LAKE AV	MAURY DR	HUDSON DR	7	Friday	NAVAJO	RESIDENTIAL
S2521	SS-004461-PV1	BLUE LAKE DR	LAKE ARROWHEAD DR	LAKE ATHABASKA PL	7	Friday	NAVAJO	RESIDENTIAL
S2521	SS-004462-PV1	BLUE LAKE DR	LAKE ATHABASKA PL	LAKE APOPKA PL	7	Friday	NAVAJO	RESIDENTIAL
S2521	SS-004463-PV1	BLUE LAKE DR	LAKE APOPKA PL	SOUTH LAKE CT	7	Friday	NAVAJO	RESIDENTIAL
S2521	SS-004464-PV1	BLUE LAKE DR	SOUTH LAKE CT	EAST LAKE DR	7	Friday	NAVAJO	RESIDENTIAL
S2521	SS-004700-PV1	BOUNDARY ST	MARKET ST	F ST	9	Wednesday	SOUTHEASTERN SAN DIEGO	COLLECTOR
S2521	SS-004833-PV1	BRETON WY	DEL CERRO BL	LANCASTER DR	7	Friday	NAVAJO	RESIDENTIAL
S2521	SS-004832-PV1	BRETON WY	LANCASTER DR	LOMOND DR	7	Friday	NAVAJO	RESIDENTIAL
S2521	SS-004831-PV1	BRETON WY	LOMOND DR	HENLEY DR	7	Friday	NAVAJO	RESIDENTIAL
S2521	SS-004899-PV1	BRISTOL RD	HILLDALE RD	MIDDLESEX DR	9	Friday	KENSINGTON-TALMADGE	RESIDENTIAL
S2521	SS-004900-PV1	BRISTOL RD	HASTINGS RD	HILLDALE RD	9	Friday	KENSINGTON-TALMADGE	RESIDENTIAL
S2521	SS-005259-PV1	C ST	BEGIN	41ST ST	9	Wednesday	SOUTHEASTERN SAN DIEGO	RESIDENTIAL
S2521	SS-005958-PV1	CAMBRIA CT	LANCASTER DR	HAMPTON CT	7	Friday	NAVAJO	RESIDENTIAL
S2521	SS-006326-PV1	CARLOS ST	K ST	J ST	9	Wednesday	SOUTHEASTERN SAN DIEGO	RESIDENTIAL
S2521	SS-006568-PV1	CARTHAGE ST	MOUND AV	BARCLAY AV	7	Friday	NAVAJO	RESIDENTIAL
S2521	SS-006601-PV1	CASITA WY	HARVALA ST	END	9	Friday	EASTERN AREA	RESIDENTIAL
S2521	SS-006602-PV1	CASITA WY	MISSY CT	HARVALA ST	9	Friday	EASTERN AREA	RESIDENTIAL
S2521	SS-006603-PV1	CASITA WY	CELIA VISTA DR	MISSY CT	9	Friday	EASTERN AREA	RESIDENTIAL
S2521	SS-006816-PV1	CENTRAL AV	THORN ST	MYRTLE AV	9	Friday	CITY HEIGHTS	COLLECTOR
S2521	SS-006817-PV1	CENTRAL AV	REDWOOD ST	THORN ST	9	Friday	CITY HEIGHTS	RESIDENTIAL
S2521	SS-006818-PV1	CENTRAL AV	BEGIN	REDWOOD ST	9	Friday	CITY HEIGHTS	RESIDENTIAL
S2521	SS-007324-PV1	CLARA LEE AV	ESTRELLA AV	ZION AV	7	Friday	NAVAJO	RESIDENTIAL
S2521	SS-007835-PV1	CONSTANCE DR	NATALIE DR	NORMA DR	9	Friday	KENSINGTON-TALMADGE	RESIDENTIAL
S2521	SS-007836-PV1	CONSTANCE DR	NORMA DR	NATALIE DR	9	Friday	KENSINGTON-TALMADGE	RESIDENTIAL
S2521	SS-007898-PV1	COPELY AV	35TH ST	EAST MTN VIEW DR	9	Friday	NORMAL HEIGHTS	RESIDENTIAL
S2521	SS-008131-PV1	COWLES MTN BL	REGNER RD	ACUFF DR	7	Friday	NAVAJO	MAJOR
S2521	SS-031392-PV1	CRAWFORD CT	BEGIN	CRAWFORD ST	7	Friday	NAVAJO	RESIDENTIAL
S2521	SS-008202-PV1	CRAWFORD ST	GLACIER AV	RAINIER AV	7	Friday	NAVAJO	RESIDENTIAL
S2521	SS-008203-PV1	CRAWFORD ST	VANDEVER AV	GLACIER AV	7	Friday	NAVAJO	RESIDENTIAL
S2521	SS-008204-PV1	CRAWFORD ST	TOBEY ST	VANDEVER AV	7	Friday	NAVAJO	RESIDENTIAL
S2521	SS-031391-PV1	CRAWFORD ST	CRAWFORD CT	TOBEY ST	7	Friday	NAVAJO	RESIDENTIAL
S2521	SS-008205-PV1	CRAWFORD ST	TWAIN AV	CRAWFORD CT	7	Friday	NAVAJO	RESIDENTIAL
S2521	SS-008206-PV1	CRAWFORD ST	ELSA RD	TWAIN AV	7	Friday	NAVAJO	RESIDENTIAL
S2521	SS-008863-PV1	DECENA DR	TWAIN AV	VANDEVER AV	7	Friday	NAVAJO	RESIDENTIAL
S2521	SS-008910-PV1	DEL CERRO AV	DEL CERRO CT	MADRA AV	7	Friday	NAVAJO	RESIDENTIAL
S2521	SS-008911-PV1	DEL CERRO AV	AIROSO AV	DEL CERRO CT	7	Friday	NAVAJO	RESIDENTIAL
S2521	SS-008921-PV1	DEL CERRO BL	GENOA DR	THETA PL	7	Friday	NAVAJO	COLLECTOR
S2521	SS-008931-PV1	DEL CERRO BL	LYDEN WY	MALVERN CT	7	Friday	NAVAJO	RESIDENTIAL
S2521	SS-008918-PV1	DEL CERRO BL	VINLEY PL	COLLEGE AV	7	Friday	NAVAJO	Collector
S2521	SS-008920-PV1	DEL CERRO BL	CAPRI DR	VINLEY PL	7	Friday	NAVAJO	Collector
S2521	SS-008922-PV1	DEL CERRO BL	THETA PL	CAPRI DR	7	Friday	NAVAJO	Collector
S2521	SS-008915-PV1	DEL CERRO BL	BRETON WY	GENOA DR	7	Friday	NAVAJO	Collector
S2521	SS-008914-PV1	DEL CERRO BL	MALVERN CT	BRETON WY	7	Friday	NAVAJO	Residential
S2521	SS-008912-PV1	DEL CERRO BL	TRINITY WY	LYDEN WY	7	Friday	NAVAJO	Residential
S2521	SS-008913-PV1	DEL CERRO BL	TRINITY WY	TRINITY WY	7	Friday	NAVAJO	Residential
S2521	SS-008916-PV1	DEL CERRO BL	BEGIN	TRINITY WY	7	Friday	NAVAJO	Residential
S2521	SS-009053-PV1	DELBARTON ST	GLACIER AV	ORCUTT AV	7	Friday	NAVAJO	RESIDENTIAL
S2521	SS-009347-PV1	DONNA AV	MISSY CT	HARVALA ST	9	Friday	EASTERN AREA	RESIDENTIAL
S2521	SS-009348-PV1	DONNA AV	DONNA WY	MISSY CT	9	Friday	EASTERN AREA	RESIDENTIAL
S2521	SS-009349-PV1	DONNA AV	CELIA VISTA DR	DONNA WY	9	Friday	EASTERN AREA	RESIDENTIAL
S2521	SS-009351-PV1	DONNA WAY	DONNA AVE	69TH ST	9	Friday	EASTERN AREA	RESIDENTIAL
S2521	SS-009572-PV1	DURANT ST	S PARDEE ST	36TH ST	9	Wednesday	SOUTHEASTERN SAN DIEGO	RESIDENTIAL
S2521	SS-009571-PV1	DURANT ST	S 35TH ST	S PARDEE ST	9	Wednesday	SOUTHEASTERN SAN DIEGO	RESIDENTIAL
S2521	SS-009574-PV1	DURANT ST	BEGIN	S FRANCIS ST	9	Wednesday	SOUTHEASTERN SAN DIEGO	RESIDENTIAL
S2521	SS-009630-PV1	DWIGHT ST	MARLBOROUGH AV	42ND ST	9	Friday	CITY HEIGHTS	RESIDENTIAL
S2521	SS-009631-PV1	DWIGHT ST	42ND ST	VAN DYKE AV	9	Friday	CITY HEIGHTS	RESIDENTIAL
S2521	SS-009632-PV1	DWIGHT ST	VAN DYKE AV	43RD ST	9	Friday	CITY HEIGHTS	RESIDENTIAL
S2521	SS-009633-PV1	DWIGHT ST	43RD ST	FAIRMOUNT AV	9	Friday	CITY HEIGHTS	RESIDENTIAL
S2521	SS-009634-PV1	DWIGHT ST	FAIRMOUNT AV	44TH ST	9	Friday	CITY HEIGHTS	RESIDENTIAL
S2521	SS-009725-PV1	EAST BEDFORD DR	MIDDLESEX DR	BEDFORD DR	9	Friday	KENSINGTON-TALMADGE	RESIDENTIAL
S2521	SS-009899-PV1	EDGEWARE RD	MIDDLESEX DR	BEDFORD DR	9	Friday	KENSINGTON-TALMADGE	RESIDENTIAL
S2521	SS-009977-PV1	EL CAJON BL	60TH ST	COLLEGE AV	9	Friday	EASTERN AREA	MAJOR
S2521	SS-009978-PV1	EL CAJON BL	60TH ST	60TH ST	9	Friday	EASTERN AREA	MAJOR
S2521	SS-009979-PV1	EL CAJON BL	ESTHER ST	60TH ST	9	Friday	EASTERN AREA	MAJOR
S2521	SS-009980-PV1	EL CAJON BL	59TH ST	ESTHER ST	9	Friday	EASTERN AREA	MAJOR
S2521	SS-009981-PV1	EL CAJON BL	ALICE ST	59TH ST	9	Friday	EASTERN AREA	MAJOR
S2521	SS-009982-PV1	EL CAJON BL	58TH ST	ALICE ST	9	Friday	EASTERN AREA	MAJOR
S2521	SS-009983-PV1	EL CAJON BL	58TH ST	58TH ST	9	Friday	EASTERN AREA	MAJOR
S2521	SS-009984-PV1	EL CAJON BL	EL CERRITO DR	58TH ST	9	Friday	EASTERN AREA	MAJOR
S2521	SS-009985-PV1	EL CAJON BL	56TH ST	EL CERRITO DR	9	Friday	EASTERN AREA	MAJOR
S2521	SS-009986-PV1	EL CAJON BL	55TH ST	56TH ST	9	Friday	EASTERN AREA	MAJOR
S2521	SS-009965-PV1	EL CAJON BL	AMHERST ST	MONTEZUMA RD	9	Friday	EASTERN AREA	MAJOR
S2521	SS-009967-PV1	EL CAJON BL	ROLANDO BL	AMHERST ST	9	Friday	EASTERN AREA	MAJOR
S2521	SS-009969-PV1	EL CAJON BL	FILIPO ST	ARAGON DR	9	Friday	EASTERN AREA	MAJOR
S2521	SS-009968-PV1	EL CAJON BL	ARAGON DR	ROLANDO BL	9	Friday	EASTERN AREA	MAJOR
S2521	SS-009970-PV1	EL CAJON BL	ART ST	FILIPO ST	9	Friday	EASTERN AREA	MAJOR
S2521	SS-009972-PV1	EL CAJON BL	CHOCTAW DR	ART ST	9	Friday	EASTERN AREA	MAJOR
S2521	SS-010267-PV1	ELSA RD	CRAWFORD ST	MOHLER ST	7	Friday	NAVAJO	RESIDENTIAL

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Work Order	Pavement ID	Street	Cross Street 1	Cross Street 2	CD	Trash Day	Community Planning Area	Functional Classification
S2521	SS-010268-PV1	ELSA RD	MOHLER ST	HODSON ST	7	Friday	NAVAJO	RESIDENTIAL
S2521	SS-010738-PV1	F ST	BOUNDARY ST	39TH ST	9	Wednesday	SOUTHEASTERN SAN DIEGO	RESIDENTIAL
S2521	SS-010749-PV1	F ST	39TH ST	QUAIL ST	9	Wednesday	SOUTHEASTERN SAN DIEGO	RESIDENTIAL
S2521	SS-010991-PV1	FELTON ST	MONROE AV	MADISON AV	9	Friday	NORMAL HEIGHTS	RESIDENTIAL
S2521	SS-012170-PV1	GLACIER AV	BURGUNDY ST	DELBARTON ST	7	Friday	NAVAJO	RESIDENTIAL
S2521	SS-012169-PV1	GLACIER AV	CRAWFORD ST	BURGUNDY ST	7	Friday	NAVAJO	RESIDENTIAL
S2521	SS-012257-PV1	GLENROY ST	GREENBRIER AV	GREENBRIER AV	7	Friday	NAVAJO	RESIDENTIAL
S2521	SS-012258-PV1	GLENROY ST	ZION AV	GREENBRIER AV	7	Friday	NAVAJO	RESIDENTIAL
S2521	SS-012629-PV1	GREENBRIER AV	51ST ST	GLENROY ST	7	Friday	NAVAJO	PRIME
S2521	SS-012630-PV1	GREENBRIER AV	WARING RD	BIRCHWOOD ST	7	Friday	NAVAJO	RESIDENTIAL
S2521	SS-012631-PV1	GREENBRIER AV	BIRCHWOOD ST	CARTHAGE ST	7	Friday	NAVAJO	RESIDENTIAL
S2521	SS-012632-PV1	GREENBRIER AV	CARTHAGE ST	DEL FERN ST	7	Friday	NAVAJO	RESIDENTIAL
S2521	SS-012633-PV1	GREENBRIER AV	DEL FERN ST	ELDRIDGE ST	7	Friday	NAVAJO	RESIDENTIAL
S2521	SS-012975-PV1	HAMPTON CT	LANCASTER DR	KENT PL	7	Friday	NAVAJO	RESIDENTIAL
S2521	SS-012974-PV1	HAMPTON CT	KENT PL	CAMBRIA CT	7	Friday	NAVAJO	RESIDENTIAL
S2521	SS-013133-PV1	HARVALA ST	CASITA WY	DONNA AV	9	Friday	EASTERN AREA	RESIDENTIAL
S2521	SS-013162-PV1	HASTINGS RD	HILLDALE RD	MIDDLESEX DR	9	Friday	KENSINGTON-TALMADGE	RESIDENTIAL
S2521	SS-013163-PV1	HASTINGS RD	BRISTOL RD	HILLDALE RD	9	Friday	KENSINGTON-TALMADGE	RESIDENTIAL
S2521	SS-013164-PV1	HASTINGS RD	BEGIN	BRISTOL RD	9	Friday	KENSINGTON-TALMADGE	RESIDENTIAL
S2521	SS-013333-PV1	HENLEY DR	MALVERN CT	BRETUN WY	7	Friday	NAVAJO	RESIDENTIAL
S2521	SS-013492-PV1	HIGHLAND AV	BEGIN	LAUREL ST	9	Friday	CITY HEIGHTS	COLLECTOR
S2521	SS-013511-PV1	HIGHWOOD DR	MEWALL DR	GROSSMONT COLLEGE DR	7	Friday	NAVAJO	MAJOR
S2521	SS-013512-PV1	HIGHWOOD DR	LAKE MURRAY BL	MEWALL DR	7	Friday	NAVAJO	MAJOR
S2521	SS-013555-PV1	HILLDALE RD	BRAEBURN RD	MIDDLESEX DR	9	Friday	KENSINGTON-TALMADGE	RESIDENTIAL
S2521	SS-013556-PV1	HILLDALE RD	ROXBURY RD	BRAEBURN RD	9	Friday	KENSINGTON-TALMADGE	RESIDENTIAL
S2521	SS-013557-PV1	HILLDALE RD	BRISTOL RD	ROXBURY RD	9	Friday	KENSINGTON-TALMADGE	RESIDENTIAL
S2521	SS-013558-PV1	HILLDALE RD	HASTINGS RD	BRISTOL RD	9	Friday	KENSINGTON-TALMADGE	RESIDENTIAL
S2521	SS-013560-PV1	HILLDALE RD	MARLBOROUGH DR	HASTINGS RD	9	Friday	KENSINGTON-TALMADGE	RESIDENTIAL
S2521	SS-013621-PV1	HODSON ST	ELSA RD	TWAIN AV	7	Friday	NAVAJO	RESIDENTIAL
S2521	SS-014425-PV1	JACKSON DR	DOREEN RD	MISSION GORGE RD	7	Friday	NAVAJO	MAJOR
S2521	SS-014426-PV1	JACKSON DR	HEMINGWAY DR	DOREEN RD	7	Friday	NAVAJO	MAJOR
S2521	SS-014427-PV1	JACKSON DR	WINDING CREEK DR	HEMINGWAY DR	7	Friday	NAVAJO	MAJOR
S2521	SS-015122-PV1	KENT PL	LANCASTER DR	HAMPTON CT	7	Friday	NAVAJO	RESIDENTIAL
S2521	SS-015774-PV1	LAKE ANGELA DR	LAKE ATLIN AV	ARMS LAKE AV	7	Friday	NAVAJO	RESIDENTIAL
S2521	SS-015775-PV1	LAKE ANGELA DR	LAKE ARIANA AV	LAKE ATLIN AV	7	Friday	NAVAJO	RESIDENTIAL
S2521	SS-015777-PV1	LAKE ANGELA DR	LAKE ARAGO AV	LAKE ARIANA AV	7	Friday	NAVAJO	RESIDENTIAL
S2521	SS-015778-PV1	LAKE ANGELA DR	LAKE ARAL AV	LAKE ARAGO AV	7	Friday	NAVAJO	RESIDENTIAL
S2521	SS-015786-PV1	LAKE APOPKA PL	BLUE LAKE DR	LAKE ANGELA DR	7	Friday	NAVAJO	RESIDENTIAL
S2521	SS-015788-PV1	LAKE ARAGO AV	BLUE LAKE DR	LAKE ANGELA DR	7	Friday	NAVAJO	RESIDENTIAL
S2521	SS-015789-PV1	LAKE ARAL AV	LAKE ANGELA DR	LAKE MURRAY (SE FTG) BL	7	Friday	NAVAJO	RESIDENTIAL
S2521	SS-015790-PV1	LAKE ARAL AV	BLUE LAKE DR	LAKE ANGELA DR	7	Friday	NAVAJO	RESIDENTIAL
S2521	SS-015846-PV1	LAKE MERE CT	LAKE APOPKA PL	LAKE ASHMERE DR	7	Friday	NAVAJO	RESIDENTIAL
S2521	SS-015905-PV1	LAMBDA DR	ROCKHURST DR	THETA PL	7	Friday	NAVAJO	RESIDENTIAL
S2521	SS-015906-PV1	LAMBDA DR	THETA PL	VINLEY PL	7	Friday	NAVAJO	RESIDENTIAL
S2521	SS-015907-PV1	LAMBDA DR	VINLEY PL	COLLEGE AV	7	Friday	NAVAJO	RESIDENTIAL
S2521	SS-015947-PV1	LANCASTER DR	BRETUN WY	LOMOND DR	7	Friday	NAVAJO	RESIDENTIAL
S2521	SS-015946-PV1	LANCASTER DR	MALVERN CT	BRETUN WY	7	Friday	NAVAJO	RESIDENTIAL
S2521	SS-015945-PV1	LANCASTER DR	HAMPTON CT	MALVERN CT	7	Friday	NAVAJO	RESIDENTIAL
S2521	SS-015943-PV1	LANCASTER DR	CAMBRIA CT	KENT PL	7	Friday	NAVAJO	RESIDENTIAL
S2521	SS-015944-PV1	LANCASTER DR	KENT PL	HAMPTON CT	7	Friday	NAVAJO	RESIDENTIAL
S2521	SS-016147-PV1	LAUREL ST	SUMAC DR	FAIRMOUNT AV	9	Friday	CITY HEIGHTS	RESIDENTIAL
S2521	SS-016148-PV1	LAUREL ST	44TH ST	LAURIE LN	9	Friday	CITY HEIGHTS	RESIDENTIAL
S2521	SS-016149-PV1	LAUREL ST	LAURIE LN	HIGHLAND AV	9	Friday	CITY HEIGHTS	RESIDENTIAL
S2521	SS-016343-PV1	LEWISON CT	BEGIN	LEWISON DR	7	Friday	NAVAJO	RESIDENTIAL
S2521	SS-016346-PV1	LEWISON DR	IRWIN AV	LEWISON CT	7	Friday	NAVAJO	RESIDENTIAL
S2521	SS-016344-PV1	LEWISON DR	LEWISON PL	FONTAINE ST	7	Friday	NAVAJO	RESIDENTIAL
S2521	SS-016347-PV1	LEWISON PL	BEGIN	LEWISON DR	7	Friday	NAVAJO	RESIDENTIAL
S2521	SS-016535-PV1	LINFIELD AV	WESLEY PL	DEL CERRO BL	7	Friday	NAVAJO	RESIDENTIAL
S2521	SS-016536-PV1	LINFIELD AV	REGIS AV	WESLEY PL	7	Friday	NAVAJO	RESIDENTIAL
S2521	SS-016640-PV1	LOCKRIDGE ST	WHITMORE ST	RAVEN ST	9	Wednesday	SOUTHEASTERN SAN DIEGO	RESIDENTIAL
S2521	SS-016803-PV1	LOMOND DR	MALVERN CT	BRETUN WY	7	Friday	NAVAJO	RESIDENTIAL
S2521	SS-016804-PV1	LOMOND DR	BRETUN WY	LANCASTER DR	7	Friday	NAVAJO	RESIDENTIAL
S2521	SS-017023-PV1	LYDEN WY	BEGIN	DEL CERRO BL	7	Friday	NAVAJO	RESIDENTIAL
S2521	SS-017178-PV1	MADRA AV	RIDGE MANOR AV	HOPEDALE CT	7	Friday	NAVAJO	PRIME
S2521	SS-017179-PV1	MADRA AV	CRYSTALAIRES DR	RIDGE MANOR AV	7	Friday	NAVAJO	PRIME
S2521	SS-017189-PV1	MADRA AV	DWANE AV	CRYSTALAIRES DR	7	Friday	NAVAJO	PRIME
S2521	SS-017186-PV1	MADRA AV	RAYDEL CT	DEL CERRO BL	7	Friday	NAVAJO	RESIDENTIAL
S2521	SS-017187-PV1	MADRA AV	DEL CERRO AV	RAYDEL CT	7	Friday	NAVAJO	RESIDENTIAL
S2521	SS-017301-PV1	MALVERN CT	LOMOND DR	HENLEY DR	7	Friday	NAVAJO	RESIDENTIAL
S2521	SS-017302-PV1	MALVERN CT	LANCASTER DR	LOMOND DR	7	Friday	NAVAJO	RESIDENTIAL
S2521	SS-017303-PV1	MALVERN CT	DEL CERRO BL	LANCASTER DR	7	Friday	NAVAJO	RESIDENTIAL
S2521	SS-017435-PV1	MAPLE ST	FAIRMOUNT AV	44TH ST	9	Friday	CITY HEIGHTS	RESIDENTIAL
S2521	SS-017436-PV1	MAPLE ST	44TH ST	HIGHLAND AV	9	Friday	CITY HEIGHTS	RESIDENTIAL
S2521	SS-017415-PV1	MAPLE ST	HIGHLAND AV	ROSEVIEW PL	9	Friday	CITY HEIGHTS	RESIDENTIAL
S2521	SS-017416-PV1	MAPLE ST	ROSEVIEW PL	END	9	Friday	CITY HEIGHTS	RESIDENTIAL
S2521	SS-017501-PV1	MARGERUM AV	HIGHPLACE DR	LARCHWOOD AV	7	Friday	NAVAJO	COLLECTOR
S2521	SS-017599-PV1	MARKET ST	41ST ST	MORRISON ST	9	Wednesday	SOUTHEASTERN SAN DIEGO	COLLECTOR
S2521	SS-017600-PV1	MARKET ST	MORRISON ST	42ND ST	9	Wednesday	SOUTHEASTERN SAN DIEGO	COLLECTOR
S2521	SS-017630-PV1	MARLBOROUGH AV	MYRTLE AV	DWIGHT ST	9	Friday	CITY HEIGHTS	RESIDENTIAL
S2521	SS-017629-PV1	MARLBOROUGH AV	DWIGHT ST	LANDIS ST	9	Friday	CITY HEIGHTS	RESIDENTIAL
S2521	SS-017646-PV1	MARLBOROUGH DR	EAST CANTERBURY DR	LYMER DR	9	Friday	KENSINGTON-TALMADGE	COLLECTOR
S2521	SS-017645-PV1	MARLBOROUGH DR	LYMER DR	NORFOLK TR	9	Friday	KENSINGTON-TALMADGE	COLLECTOR
S2521	SS-017644-PV1	MARLBOROUGH DR	NORFOLK TR	ROCHESTER RD	9	Friday	KENSINGTON-TALMADGE	COLLECTOR
S2521	SS-017643-PV1	MARLBOROUGH DR	ROCHESTER RD	HILLDALE RD	9	Friday	KENSINGTON-TALMADGE	COLLECTOR
S2521	SS-017642-PV1	MARLBOROUGH DR	HILLDALE RD	MIDDLESEX DR	9	Friday	KENSINGTON-TALMADGE	COLLECTOR
S2521	SS-017641-PV1	MARLBOROUGH DR	MIDDLESEX DR	BEDFORD DR	9	Friday	KENSINGTON-TALMADGE	COLLECTOR
S2521	SS-017649-PV1	MARLBOROUGH DR	ADAMS AV	ALDER DR	9	Friday	KENSINGTON-TALMADGE	Collector
S2521	SS-017647-PV1	MARLBOROUGH DR	ALDER DR	EAST CANTERBURY DR	9	Friday	KENSINGTON-TALMADGE	Collector
S2521	SS-017803-PV1	MAURY DR	BEGIN	BISBY LAKE AV	7	Friday	NAVAJO	RESIDENTIAL
S2521	SS-018247-PV1	MIDDLESEX DR	MARLBOROUGH DR	EDGEWARE RD	9	Friday	KENSINGTON-TALMADGE	RESIDENTIAL



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Work Order	Pavement ID	Street	Cross Street 1	Cross Street 2	CD	Trash Day	Community Planning Area	Functional Classification
S2521	SS-018246-PV1	MIDDLESEX DR	EDGEWARE RD	EAST BEDFORD DR	9	Friday	KENSINGTON-TALMADGE	RESIDENTIAL
S2521	SS-018249-PV1	MIDDLESEX DR	EAST BEDFORD DR	HASTINGS RD	9	Friday	KENSINGTON-TALMADGE	RESIDENTIAL
S2521	SS-018245-PV1	MIDDLESEX DR	HASTINGS RD	BRISTOL RD	9	Friday	KENSINGTON-TALMADGE	RESIDENTIAL
S2521	SS-018244-PV1	MIDDLESEX DR	BRISTOL RD	ROXBURY RD	9	Friday	KENSINGTON-TALMADGE	RESIDENTIAL
S2521	SS-018243-PV1	MIDDLESEX DR	ROXBURY RD	HILLDALE RD	9	Friday	KENSINGTON-TALMADGE	RESIDENTIAL
S2521	SS-018242-PV1	MIDDLESEX DR	HILLDALE RD	END	9	Friday	KENSINGTON-TALMADGE	RESIDENTIAL
S2521	SS-018561-PV1	MISSION BONITA DR	MISSION MONTANA DR	MOSSION VISTA DR	7	Friday	NAVAJO	RESIDENTIAL
S2521	SS-018668-PV1	MISSY CT	CASITA WY	DONNA AV	9	Friday	EASTERN AREA	RESIDENTIAL
S2521	SS-018715-PV1	MOHLER ST	ELSA RD	TWAIN AV	7	Friday	NAVAJO	RESIDENTIAL
S2521	SS-018714-PV1	MOHLER ST	TWAIN AV	TOBEY ST	7	Friday	NAVAJO	RESIDENTIAL
S2521	SS-018743-PV1	MONO LAKE DR	BOULDER LAKE AV	LAKE MURRAY (NW FTG) BL	7	Friday	NAVAJO	RESIDENTIAL
S2521	SS-018795-PV1	MONROE AV	CONTOUR BL	COLLWOOD BL	9	Friday	KENSINGTON-TALMADGE	COLLECTOR
S2521	SS-018781-PV1	MONROE AV	DAWSON AV	CONTOUR BL	9	Friday	KENSINGTON-TALMADGE	COLLECTOR
S2521	SS-018821-PV1	MONROE AV	52ND ST	DAWSON AV	9	Friday	KENSINGTON-TALMADGE	COLLECTOR
S2521	SS-018820-PV1	MONROE AV	51ST ST	52ND ST	9	Friday	KENSINGTON-TALMADGE	COLLECTOR
S2521	SS-018819-PV1	MONROE AV	ALTADENA AV	51ST ST	9	Friday	KENSINGTON-TALMADGE	COLLECTOR
S2521	SS-018817-PV1	MONROE AV	50TH ST	ALTADENA AV	9	Friday	KENSINGTON-TALMADGE	COLLECTOR
S2521	SS-030275-PV1	MONROE AV	HIGHLAND AV	HIGHLAND AV	9	Friday	KENSINGTON-TALMADGE	COLLECTOR
S2521	SS-030274-PV1	MONROE AV	44TH ST	HIGHLAND AV	9	Friday	KENSINGTON-TALMADGE	COLLECTOR
S2521	SS-019513-PV1	MURRAY PARK DR	HOPEDALE CT	LOCHMOOR DR	7	Friday	NAVAJO	PRIME
S2521	SS-019670-PV1	NATALIE DR	ADAMS AV	CONSTANCE DR	9	Friday	KENSINGTON-TALMADGE	RESIDENTIAL
S2521	SS-020013-PV1	NORMA DR	CONSTANCE DR	CONSTANCE DR	9	Friday	KENSINGTON-TALMADGE	RESIDENTIAL
S2521	SS-020012-PV1	NORMA DR	CONSTANCE DR	END	9	Friday	KENSINGTON-TALMADGE	RESIDENTIAL
S2521	SS-023348-PV1	ROBLES DR	HIGHWOOD DR	ROBLES WY	7	Friday	NAVAJO	RESIDENTIAL
S2521	SS-023350-PV1	ROBLES WY	BEGIN	ROBLES DR	7	Friday	NAVAJO	RESIDENTIAL
S2521	SS-023452-PV1	ROMANY DR	ROCKHURST DR	THETA PL	7	Friday	NAVAJO	RESIDENTIAL
S2521	SS-023622-PV1	ROSEVIEW PL	BEGIN	MAPLE ST	9	Friday	CITY HEIGHTS	RESIDENTIAL
S2521	SS-029387-PV1	S 35TH ST	BEGIN	DURANT ST	9	Wednesday	SOUTHEASTERN SAN DIEGO	RESIDENTIAL
S2521	SS-029644-PV1	S PARDEE ST	BEGIN	DURANT ST	9	Wednesday	SOUTHEASTERN SAN DIEGO	RESIDENTIAL
S2521	SS-024678-PV1	SEAMAN ST	VANDEVER AV	DELBARTON ST	7	Friday	NAVAJO	RESIDENTIAL
S2521	SS-025774-PV1	SUMAC DR	LAUREL ST	FAIRMOUNT AV	9	Friday	CITY HEIGHTS	COLLECTOR
S2521	SS-026014-PV1	SWIFT AV	MEADE AV	MONROE AV	9	Friday	NORMAL HEIGHTS	RESIDENTIAL
S2521	SS-026376-PV1	THETA PL	ROMANY DR	LAMBDA DR	7	Friday	NAVAJO	RESIDENTIAL
S2521	SS-026377-PV1	THETA PL	DEL CERRO BL	ROMANY DR	7	Friday	NAVAJO	RESIDENTIAL
S2521	SS-026429-PV1	THORN ST	CENTRAL AV	41ST ST	9	Friday	CITY HEIGHTS	RESIDENTIAL
S2521	SS-026430-PV1	THORN ST	41ST ST	MARLBOROUGH AV	9	Friday	CITY HEIGHTS	RESIDENTIAL
S2521	SS-026431-PV1	THORN ST	MARLBOROUGH AV	42ND ST	9	Friday	CITY HEIGHTS	RESIDENTIAL
S2521	SS-026556-PV1	TOBEY ST	CRAWFORD ST	MOHLER ST	7	Friday	NAVAJO	RESIDENTIAL
S2521	SS-026845-PV1	TRINITY PL	TRINITY WY	END	7	Friday	NAVAJO	Residential
S2521	SS-026846-PV1	TRINITY WY	TRINITY PL	DEL CERRO BL	7	Friday	NAVAJO	Residential
S2521	SS-026847-PV1	TRINITY WY	DEL CERRO BL	TRINITY PL	7	Friday	NAVAJO	Residential
S2521	SS-027433-PV1	VANDEVER AV	CRAWFORD ST	SEAMAN ST	7	Friday	NAVAJO	RESIDENTIAL
S2521	SS-028276-PV1	WARMEWELL DR	TURNFORD DR	TUXFORD DR	7	Friday	NAVAJO	RESIDENTIAL
S2521	SS-028430-PV1	WESLEY PL	BEGIN	LINFIELD AV	7	Friday	NAVAJO	RESIDENTIAL
S2521	SS-028707-PV1	WHITMORE ST	LOCKRIDGE ST	MARKET ST	9	Wednesday	SOUTHEASTERN SAN DIEGO	RESIDENTIAL
S2521	SS-029232-PV1	ZION AV	51ST ST	GLENROY ST	7	Friday	NAVAJO	PRIME
S2521	SS-029233-PV1	ZION AV	GLENROY ST	GLENROY ST	7	Friday	NAVAJO	PRIME
S2521	SS-029234-PV1	ZION AV	GLENROY ST	WARING RD	7	Friday	NAVAJO	PRIME
S2521	SS-029237-PV1	ZION AV	CARTHAGE ST	DELFFERN ST	7	Friday	NAVAJO	RESIDENTIAL
S2521	SS-029238-PV1	ZION AV	DELFFERN ST	ELDRIDGE ST	7	Friday	NAVAJO	RESIDENTIAL

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

## ATTACHMENT F

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

---

**CONSTRUCTION CONTRACT**

This contract is made and entered into between THE CITY OF SAN DIEGO, a municipal corporation, herein called "City", and VSS International, Inc., herein called "Contractor" for construction of **SLURRY SEAL GROUP 2521**; Bid No. **K-25-2342-DBB-3**; in the total amount **Four Million Seven Hundred Twenty Thousand One Hundred Twenty Dollars and Zero Cents (\$4,720,120.00)** which is comprised of the Base.

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 **SLURRY SEAL GROUP 2521**, on file in the Purchasing & Contracting Department as Document No. **21005577**, 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 **SLURRY SEAL GROUP 2521**, Bid Number **K-25-2342-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 Section 22.3102 authorizing such execution.

**CONTRACTOR**

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

Print Name: Jeff Roberts

Title: Senior Vice President

Date: 12/02/2024

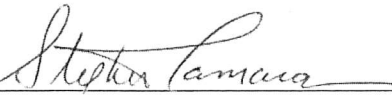
City of San Diego License No.: B2018014940


State Contractor's License No.: 293727 A, B, C12

DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) REGISTRATION NUMBER: 1000001231

**THE CITY OF SAN DIEGO**

**APPROVED AS TO FORM**  
Heather Ferbert, City Attorney

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

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

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

Print Name: Dominic Guglielmo  
Deputy City Attorney

Date: 12/13/2024

Date: 12/17/2024



**ATTACHMENT H**  
**PROJECT LABOR AGREEMENT**

**ORIGINAL**

**CITY OF SAN DIEGO  
PROJECT LABOR AGREEMENT  
FOR  
CITY-PROCURED CAPITAL IMPROVEMENT PROJECTS  
AND OTHER PROJECTS**

DOCUMENT NO 00- 21764  
FILED FEB 13 2024  
OFFICE OF THE CITY CLERK  
SAN DIEGO, CALIFORNIA

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**CITY OF SAN DIEGO**  
**PROJECT LABOR AGREEMENT**  
**FOR**  
**CITY-PROCURED CAPITAL IMPROVEMENT PROJECTS**  
**AND OTHER PROJECTS**

This Project Labor Agreement (“PLA”) is entered into by and between the City of San Diego (“City”), the San Diego County Building and Construction Trades Council, AFL-CIO (“Council”), and the signatory Craft Unions (“Unions”).

**ARTICLE 1**  
**RECITALS**

WHEREAS, this PLA will be beneficial to the efficient delivery of City-procured projects included in the City’s adopted Capital Improvements Program budget and other projects specifically identified by the City that are of regional significance critical to the safety, economic sustainability, and quality of life of the citizens of San Diego; and

WHEREAS, the City is committed to creating programs that provide access to a skilled and trained workforce and address the needs of underserved groups who have historically experienced significant barriers to participating in employment within the construction industry. Through the construction of City-procured projects included in the City’s adopted Capital Improvements Program budget, the City aims to create economically sustainable benefits to the region, derived from employment and training programs to help individuals that are historically marginalized. The City supports policies that create careers, advance equity, and assist vulnerable individuals located in underserved communities; and

WHEREAS, the City desires the completion of the Covered Projects in a professional, safe, efficient, and economical manner, without undue delay or work stoppage; and

WHEREAS, the successful completion of Covered Projects are of the utmost importance to the San Diego region; and

WHEREAS, the Parties have pledged their full commitment to work towards a mutually satisfactory completion of the Covered Projects; and

WHEREAS, large numbers of workers of various skills will be required in the performance of the construction work on the Covered Projects, including workers affiliated with and/or represented by the Unions; and

WHEREAS, it is recognized that on construction projects with multiple contractors and bargaining units on the job site at the same time over an extended period of time, the potential for work disruption is substantial without an overriding commitment to maintain continuity of work; and

WHEREAS, the Parties agree that by establishing and stabilizing wages, hours, and working conditions for the workers employed on the Covered Projects, a satisfactory, continuous, and harmonious relationship will exist among labor and management that will lead to the efficient and economical completion of Covered Projects; and

WHEREAS, in recognition of the special needs of the Covered Projects and to maintain a spirit of harmony, labor-management relations, peace, and stability during the term of this PLA, the Parties agree to establish effective and binding methods for the settlement of all misunderstandings, disputes and grievances without any strikes, slowdowns, work interruptions, or disruption of Covered Projects, and the Contractors agree not to engage in any lockout; and

WHEREAS, the City places high priority upon the development of comprehensive programs for the recruitment, training, and employment of Local Workers and Targeted Workers, and also recognizes the ability of local Apprenticeship Programs to provide meaningful and sustainable careers in the building and construction industry. The City, Contractors and Unions will encourage Local Workers and Targeted Workers to participate in Covered Projects through programs and procedures jointly developed to prepare and encourage such individuals for entrance into Apprenticeship Programs and formal employment on the Covered Projects through the referral programs sponsored and/or supported by the Parties to this PLA; and

WHEREAS, the Covered Projects will provide opportunities for Disadvantaged Businesses to participate as Contractors, subcontractors, or suppliers, and the Parties therefore agree that they will cooperate with all efforts of the City, the Project Labor Coordinator, Contractors and other organizations retained by the City for this purpose, to encourage and assist the participation of Disadvantaged Businesses in the Covered Projects. Specifically, Contractors and Unions understand that the City has established and quantified goals which place a strong emphasis on the utilization of Disadvantaged Businesses on Covered Projects. The City, Contractors and Unions shall participate in outreach programs and provide education and assistance to businesses not familiar with working on projects of this scope. Further, the Parties shall ensure that the provisions of this PLA do not inadvertently establish impediments to participation of such Disadvantaged Businesses, Local Workers and Targeted Workers; and

WHEREAS, it is further understood that the City shall administer the obligations under this PLA to ensure that the benefits of the PLA flow to all signatory Parties, Contractors, craft persons working under it, and residents of the San Diego region. The City may designate a Project Labor Coordinator, either from its own staff and/or a consultant acting on behalf of the City, to monitor compliance with the PLA. The Project Labor Coordinator, as the authorized representative of the City, will assist with the development and implementation of the programs referenced in this PLA, all of which are critical to fulfilling the intent and purposes of the Parties and this PLA.

NOW, THEREFORE, IT IS AGREED BETWEEN AND AMONG THE PARTIES AS FOLLOWS:

## **ARTICLE 2**

### **DEFINITIONS**

Capitalized terms utilized in this PLA which are not otherwise defined herein shall have the meanings ascribed to said terms below. All definitions include both singular and plural forms.

“Applicable Prevailing Wage Laws” means the prevailing wage laws, regulations, and determinations applicable to a Covered Project pursuant to the State of California Labor Code and/or the Davis-Bacon Act and related federal laws.

“Apprentice” means an apprentice properly registered in an Apprenticeship Program for the entire time they are employed on a Covered Project.

“Apprenticeship Program” means an apprenticeship program (i) approved by the State of California’s Division of Apprenticeship Standards; (ii) registered with the U.S. Department of Labor; or (iii) registered with a State Apprenticeship Agency granted authority by the U.S. Department of Labor to register apprenticeship programs for federal purposes, pursuant to 29 CFR Part 29.

“Apprenticeship Readiness Program” means an apprenticeship readiness program authorized by North America’s Building Trades Unions and the Council to teach the Multi-Craft Core Curriculum (MC3) and prepare Local Workers and Targeted Workers for entry into Apprenticeship Programs.

“City” means the City of San Diego.

“Contractor” means the Prime Contractor and any subcontractor of any tier awarded Covered Work. The term “Contractor” includes any individual, firm, partnership, corporation, owner operator, consultant or combination thereof, including joint ventures, performing Covered Work.

“Core Employee” is defined in Article 4, Section 4.6(a).

“Council” means the San Diego County Building & Construction Trades Council.

“Covered Contract” means a prime contract or subcontract awarded for performance of Covered Work.

“Covered Professional Services Agreement” means either (1) a project specific consultant agreement for an individual Covered Project that includes Covered Work or (2) the following specialized as-needed consultant agreements that include Covered Work: (a) as needed construction management services; (b) as-needed geotechnical engineering services; (c) as-needed land surveying, mapping, and digitizing services; and (d) as-needed material testing services.

“Covered Project” means either: (1) a City-procured construction project included in the City’s adopted Capital Improvements Program budget that is advertised with a City-estimated construction contract value of: (a) at least \$5 million in the first and second years of this PLA (July 1, 2024 to June 30, 2026); or (b) more than \$1 million thereafter; or (2) a construction project that is not procured by the City, but which is enumerated on Attachment A and for which a bid is advertised during the term of this PLA. The City Council may, by resolution at its sole discretion, include other construction projects for coverage under the PLA or exclude a Covered Project from coverage under the PLA.

“Covered Work” means construction work on a Covered Project, except for work that is excluded under a specific exemption in this PLA. Covered Work also includes work identified as requiring payment of prevailing wages under the State of California general prevailing wage determination for Field Surveyor and/or Building/Construction Inspector and Field Soils and Material Tester in a Covered Professional Services Agreement. The scope of work includes: making precise measurements to determine relative position or as-built locations; providing stakes, markers, or similar information for location or construction in support of construction operations; field surveying services to support work performed under the direction of a Licensed Land Surveyor or Civil Engineer; field inspections and testing for reinforced concrete, soils, structural masonry, prestressed concrete, structural steel and welding, and other construction materials used in buildings, roads, and related projects. In the event work is referred to by such terms as “quality control” or “quality assurance,” such work shall be included under the PLA if it satisfies the above criteria.

“Disadvantaged Business” means a business that is either: (1) a Disadvantaged Business Enterprise pursuant to 49 C.F.R §26.5 that has been certified by either the California Department of Transportation (“Caltrans”) or a Caltrans-approved California certifying agency; (2) a Minority Business Enterprise or a Woman Business Enterprise certified by Caltrans, a Caltrans-approved certifying agency or the California Public Utilities Commission (“CPUC”); or (3) a Small Local Business Enterprises or Emerging Local Business Enterprises certified by the City of San Diego.

“Jobs Coordinator” means an independent third-party individual, entity or employee with whom the Prime Contractor enters into a contract or employs to assist the Contractor with achieving and exceeding the Local Worker and Targeted Worker goals set forth in Section 4.5 of this PLA. The City may elect to assign City staff to perform the duties of the “Jobs Coordinator.”

“Local Worker” means an individual domiciled in San Diego County, CA or a Veteran residing anywhere. “Domiciled” has the meaning set forth in section 349(b) of the California Election Code, indicating a fixed address with intent of continued residency.

“Master Agreement” means the local master labor agreement of a Union.

“Parties” means the City, the Council, and Unions.

“Prime Contractor” means the contractor awarded a Covered Contract in privity directly with the City.

“Project Labor Coordinator” means the designee(s) of the City, either from its own staff and/or a consultant acting on behalf of the City, to monitor compliance with this PLA and assist with developing, implementing and administering the requirements, policies and programs referenced herein.

“Targeted Worker” means any individual qualifying for one or more of the following categories, at initial time of employment on the Covered Project in question:

- (a) is a Veteran;
- (b) is an Apprentice with less than fifteen percent of the work hours required for completion of the Apprenticeship Program;
- (c) has no high school diploma or general education diploma (GED);
- (d) is homeless or has been homeless within the last year;
- (e) is a former foster youth;
- (f) is a custodial single parent;
- (g) is experiencing protracted unemployment (defined as receiving unemployment benefits for at least three months);
- (h) is a current recipient of government cash or food assistance benefits;
- (i) has a documented income at or below 100 percent of the Federal Poverty Level;
- (j) has spent time in a jail, a youth correctional facility or a prison; or
- (k) is a graduate of an Apprenticeship Readiness Program approved to use the Multi-Craft Core Curriculum (MC3).

“Union” means any labor organization signatory to this PLA.

“Veteran” means a veteran or the eligible spouse of a veteran of the United States armed forces, under Section 2(a) of the Jobs for Veterans Act (38 U.S.C. §4215(a)).

“Workforce Dispatch Request Form” means the project-specific form by which Contractors request workers from the Union hiring halls on Covered Projects, an example of which is attached as Attachment C-1.



**ARTICLE 3**  
**SCOPE OF THE PLA**

**Section 3.1** This PLA is limited to covering all onsite construction work on Covered Projects within the scope of each Covered Contract.

**Section 3.2** Exclusions. Items specifically excluded from the scope of this PLA include the following:

- (a) Work of non-manual employees, including but not limited to, superintendents, supervisors, staff engineers, quality control and quality assurance personnel (subject to definition of Covered Work), timekeepers, mail carriers, clerks, office workers, messengers, guards, safety personnel, emergency medical and first aid technicians, and other professional, engineering, administrative, supervisory, and management employees.
- (b) Off-site manufacturing, fabrication, maintenance, hauling of equipment, machinery, or materials, and hauling of recyclable metals, such as copper, steel, and aluminum, that have been separated from other materials at the Covered Project jobsite prior to transportation and that are to be sold at fair market value to a bona fide purchaser as defined in Labor Code section 1720.3. However, any lay down or storage areas for equipment, materials, and manufacturing (*i.e.*, prefabrication) sites dedicated solely for the Covered Project, on-site fabrication, and the movement of materials or goods between locations on a Covered Project site are within the scope of the PLA. On-site fabrication work includes work done for the Covered Project in temporary yards or areas near the jobsite. On-site construction shall also include the site of any batch plant constructed solely to supply materials to the Covered Project. Hauling and delivery of materials used for paving, grading, and fill (which include ready-mixed concrete, soil, sand, gravel, rocks, and asphalt) onto a Covered Project jobsite are included under the PLA if the individual driver's work is integrated into the flow process of construction. Hauling of refuse from the Covered Project jobsite will also be covered by the terms and conditions of the PLA to the fullest extent allowed by law and by the prevailing wage determinations of the California Department of Industrial Relations.
- (c) All employees of the City and Project Labor Coordinator.
- (d) Employees of design teams (including, but not limited to, architects, engineers, and master planners), or any other consultants for the City (including, but not limited to, project managers, resident engineers, construction managers and their employees) and their sub-consultants,

and other employees of professional service organizations, not performing manual labor within the scope of this PLA.

- (e) Any as-needed professional services agreement that does not meet the definition of Covered Professional Services Agreements, even if the agreement includes surveying and inspection work that requires payment of prevailing wages under the State of California general prevailing wage determination for Field Surveyor and/or Building/Construction Inspector and Field Soils and Material Tester.
- (f) Any professional services agreement that was awarded prior to the effective date of the PLA. This exclusion also includes any subsequent amendment to a professional services agreement awarded prior to the effective date of the PLA that is necessary to complete a construction project.
- (g) Any work performed on or near or leading to or into a site of work covered by this PLA and undertaken by state, county, City, private utilities or other governmental bodies, or their contractors (other than work within the scope of this PLA undertaken by contractors to the City).
- (h) Work performed by employees of a manufacturer or vendor on the manufacturer's or vendor's equipment, if required by the warranty agreement in order to maintain the warranty or guarantee, and provided that the warranty agreement is the manufacturer's or vendor's usual and customary warranty agreement for such equipment and is consistent with industry practice. Any work to be excluded pursuant to this subsection shall be identified and discussed at the relevant pre-job conference. Upon request from the Council, the City shall review with the vendor whether installation or application may be performed pursuant to terms of the PLA without affecting the status of the warranty.
- (i) Specialized or technical work requiring specialized training, unique skills, or a level of specific technical experience which employees represented by the Union do not possess. At least ten (10) working days' notice shall be given to the Council before any work is performed pursuant to this exemption.
- (j) Laboratory testing work.
- (k) Non-construction support services contracted by the City, Project Labor Coordinator, or Contractor in connection with Covered Projects.

- (l) Work on emergency contracts awarded pursuant to San Diego Municipal Code (SDMC) sections 22.3108 or 22.3208.
- (m) Work on a construction project that was not procured by the City except a project that is specifically enumerated as a Covered Project on Attachment A or is subsequently included and approved by the City Council by resolution at its discretion during the effective dates of this Agreement.

**Section 3.3** Awarding of Contracts.

- (a) The City has the absolute right to bid or award Covered Contracts regardless of delivery method to any Contractor notwithstanding the existence or non-existence of any agreements between such Contractor and any Union, provided only that such Contractor is willing, ready, and able to execute and comply with this PLA should such Contractor be awarded work covered by this PLA.

The solicitation of bids shall be based upon the same terms, conditions and scope of work requested of all potential bidders.

- (b) It is agreed that all Contractors awarded Covered Work shall be required to accept and be bound by the terms and conditions of this PLA. Contractors shall evidence their acceptance of this PLA by executing a Letter of Assent as set forth in Attachment B hereto. The Prime Contractor must sign and submit the Letter of Assent as a condition of award prior to the execution of a Covered Contract. No Contractor shall commence Covered Projects without first providing a copy of the signed Letter of Assent to the Project Labor Coordinator.
- (c) The City and all Contractors awarded Covered Work agree that, to the extent permitted by law and consistent with the economy and efficiency of construction and operation, they will use best efforts to purchase materials, equipment, and supplies that will not create labor strife. Under all circumstances, however, the City and Contractors shall retain the absolute right to select Contractors for the award of contracts and subcontracts on all Covered Projects.

**Section 3.4** Coverage Exception. The Parties agree and understand that this PLA shall not apply to any Covered Project or portion thereof that would otherwise be covered by the PLA if a governmental agency or granting authority partially or fully funding such work determines that it will not fund the Covered Project if it is covered by this PLA. The City agrees that it will make a reasonable effort to establish the inclusion of this PLA with any governmental agency or granting authority funding a Covered Project.

Under no circumstance shall the City be required to forgo project funding due to potential application of this PLA. In such instance, the PLA and its terms shall not apply.

**Section 3.5** Master Agreements.

- (a) The provisions of this PLA, including the Master Agreements (which are the local Master Agreements of the signatory Unions having jurisdiction over the work on the Covered Project, as such may be changed from time to time consistent with Section 21.3, and which are incorporated herein by reference), shall apply to Covered Work, notwithstanding the provisions of any other local, area and/or national agreement that may conflict with or differ from the terms of this PLA. Where a subject covered by the provisions of this PLA is also covered by a Master Agreement, the provisions of this PLA shall prevail. Where a subject is covered by a provision of a Master Agreement and not covered by this PLA, the provisions of the Master Agreement shall apply. Any dispute as to the applicable source between this PLA and any Master Agreement shall be resolved under the procedures established in Article 10.
  
- (b) This PLA, together with the referenced Master Agreements, constitutes a self-contained, stand-alone agreement and, by virtue of having become bound to this PLA, the Contractor will not be obligated to sign any other local, area, or national collective bargaining agreement as a condition of performing work within the scope of this PLA. Provided, however, that pursuant to Section 6.2, the Contractor may be required to sign a uniformly applied non-discriminatory Participation or Subscription Agreement at the request of the trustees or administrator of a trust fund established pursuant to Section 302 of the Labor Management Relations Act, and to which such Contractor may be bound to make contributions under this PLA, provided that such Participation or Subscription Agreement does not purport to bind the Contractor beyond the terms and conditions of this PLA for work on Covered Projects and/or expand its obligation to make contributions pursuant thereto. It shall be the responsibility of the Prime Contractor to have each of its Contractors of any tier sign the documents with the appropriate Union prior to the Contractor beginning work on Covered Projects.

**Section 3.6** The Parties agree that this PLA will be made available to, and will fully apply to, any successful bidder for Covered Projects, without regard to whether that successful bidder performs work at other sites on either a Union or non-Union basis. This PLA shall not apply to any work of any Contractor other than that on Covered Projects specifically covered by this PLA.

- Section 3.7** Binding Signatories Only. This PLA and Letter of Assent shall only be binding on Contractors in the performance of Covered Work, and shall not apply to the parents, affiliates, subsidiaries, or other ventures of any such Contractors.
- Section 3.8** Other City Work. Nothing contained herein shall be interpreted to prohibit, restrict, or interfere with the performance of any other operation, work, or function not covered by this PLA, which may be performed by the City employees or contracted for by the City for its own account, on its property, or in and around a project site.
- Section 3.9** Separate Liability. It is understood that the liability of the Contractor(s) and the liability of the separate Unions under this PLA shall be several and not joint. The Unions agree that this PLA does not have the effect of creating any joint employment status between or among the City or Project Labor Coordinator and/or any Contractor.
- Section 3.10** Completed Covered Projects. As portions of Covered Projects are completed, this PLA shall have no further force or effect on such portions of projects, except where the Contractor is directed by the City or its representatives to engage in repairs, modification and/or check-out functions required by its contract(s) with the City.
- Section 3.11** Except for all work performed under the NTL Articles of Agreement, the National Stack/Chimney Agreement, and the National Cooling Tower Agreement, all instrument calibrations work and loop checking shall be performed under the terms of the UA/IBEW Joint National Agreement for Instrument and Control Systems Technicians, and the National Agreement of the International Union of Elevator Constructors, with the exception of Article 7 (Work Stoppages and Lockouts), Article 8 (Work Assignments and Jurisdictional Disputes) and Article 10 (Settlement of Grievances and Disputes) of this PLA, which shall apply to such work.

#### **ARTICLE 4**

#### **UNION RECOGNITION AND EMPLOYMENT**

- Section 4.1** Recognition. The Contractor recognizes the Unions as the exclusive bargaining representative for the employees engaged in Covered Projects. Such recognition does not extend beyond the period when the employee is engaged in Covered Projects.
- Section 4.2** Contractor Selection of Employees. The Contractor shall have the right to determine the competency of all employees, the number of employees required, the duties of such employees within their craft jurisdiction, and shall have the sole responsibility for selecting employees to be laid off, consistent with this Article.

The Contractor shall also have the right to reject any applicant referred by a Union for any lawful reason, subject to any reporting time requirements of the applicable Master Agreement; provided, however, that such right is exercised in good faith and not for the purpose of avoiding the Contractor's commitment to employ qualified workers through the procedures endorsed in this PLA.

**Section 4.3** Referral Procedures.

- (a) For Unions having a job referral system contained in a Master Agreement, the Contractor agrees to comply with such system, and such system shall be used exclusively by such Contractor, except as modified by this PLA. Such job referral system will be operated in a nondiscriminatory manner and in full compliance with federal, state, and local laws and regulations that require equal employment opportunities and non-discrimination. All of the foregoing hiring procedures, including related practices affecting apprenticeship, shall be operated so as to consider the goals of the City to encourage employment of Local Workers, Targeted Workers, and utilization of Disadvantaged Businesses on the Covered Projects, and to facilitate the ability of all Contractors to meet their employment needs.
- (b) The local Unions will exert their best efforts to recruit and refer sufficient numbers of skilled craft workers to fulfill the labor requirements of the Contractor, including specific employment obligations to which the Contractor may be legally and/or contractually obligated; and to refer Apprentices as requested to develop a larger, skilled workforce. The Unions will work with the Project Labor Coordinator and others designated by the City to identify and refer competent craft persons as needed for Covered Work, and to identify individuals, particularly local residents, for entrance into Apprenticeship Programs, or participation in other identified programs and procedures to assist individuals, particularly Local Workers and Targeted Workers, in qualifying and becoming eligible for such Apprenticeship Readiness Programs and Apprenticeship Programs, all maintained to increase the available supply of skilled craft personnel for Covered Projects.
- (c) The Union shall not knowingly refer an employee currently employed by a Contractor on Covered Projects to any other Contractor.

**Section 4.4** Non-Discrimination in Referral, Employment, and Contracting. The Parties and Contractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, ethnicity, color, ancestry, religious creed, national origin, sexual orientation, physical disability, mental disability, medical condition, age, marital status, denial of family care leave, genetic information, gender,

gender identity, gender expression, military and veteran status, criminal records, past incarceration, previous status as a foster youth, political affiliation or membership in a labor organization in hiring and dispatching workers for the Covered Projects. The Parties and Contractors will ensure that the evaluation and treatment of their employees, members, and applicants for employment or membership are free from such discrimination, harassment, and retaliation. Further, it is recognized that the City has certain policies, programs, and goals for the utilization of Disadvantaged Businesses. The Parties and Contractors shall jointly endeavor to assure that these commitments are fully met, and that any provisions of this PLA that may appear to interfere with Disadvantaged Businesses successfully bidding for work on Covered Projects shall be carefully reviewed, and adjustments made as may be appropriate and agreed upon among the Parties, to ensure full compliance with the City's policies and commitment to its goals for the significant utilization of Disadvantaged Businesses as Contractors, vendors or suppliers on Covered Projects.

**Section 4.5** Employment of Local Workers and Targeted Workers.

- (a) In recognition of the City's mission to maximize employment opportunities for Local Workers and Targeted Workers, Unions and Contractors agree that Local Workers, as well as Targeted Workers, to the extent such status is known, shall be first referred for Covered Projects. The list of qualifying zip codes for Local Workers will be posted on the City's website, as indicated in the Workforce Dispatch Request Form.
- (b) The Contractors and Unions agree to work together to achieve a goal of at least thirty percent (30%) of the total construction craft hours worked on each Covered Project being performed by Local Workers, if the Covered Project does not receive federal funding, or if local hiring requirements are pre-approved by federal funding sources. If the Covered Project receives federal funding and local hiring requirements have not been pre-approved by the federal funding source(s), the aforementioned goal will be based on the total construction craft hours worked performed by California residents and shall not consider the craft hours worked by residents of states other than California.
- (c) The Contractors and Unions agree to increase participation of Targeted Workers on each Covered Project. Strategies and outcomes for increasing such participation will be reported annually by the Project Labor Coordinator with support and assistance from Contractors and Unions.
- (d) Contractors shall attempt to satisfy the goals set forth in Section 4.5(b) by (i) assigning current craft employees who are Local Workers to perform Covered Work; (ii) if necessary, requesting referral of Local

Workers from Union hiring halls (using the Workforce Dispatch Request Form) and Apprenticeship Programs; and (iii) if the goals are not satisfied after following such steps, considering qualifying workers available from other sources, in compliance with Section 4.7. Contractors that follow these procedures in good faith and with concerted efforts to identify and retain Local Workers shall not be considered in non-compliance for failure to meet the goals set forth in Section 4.5(b).

- (e) Covered Professional Services Agreements entered into by the City for covered surveying or inspection services, which are separate and apart from the Covered Contract for a Covered Project, are exempt from the foregoing Local Worker and Targeted Worker hiring goals.
- (f) To facilitate the dispatch of Local Workers and Targeted Workers, as well as all Contractor requests for referral and dispatch of workers from the applicable Union referral system, all Contractors are required to utilize the Workforce Dispatch Request Form. When Local Workers and Targeted Workers are requested by a Contractor, the Unions will refer Local Workers, and Targeted Workers to the extent such status is known, regardless of their place in the Union hiring halls' list and normal referral procedures.
- (g) The Project Labor Coordinator shall work with the Unions and Contractors in the administration, monitoring, and reporting of the foregoing Local Worker hiring goals.

**Section 4.6** **Core Employees.** This Section only applies to Contractors who are not signatory to an applicable Master Agreement.

- (a) Core Employees must meet the following eligibility requirements to qualify for employment on Covered Projects:
  - (1) A Core Employee must be a journeyperson and appear on the Contractor's active payroll for at least sixty (60) of the last one-hundred-twenty (120) working days prior to being designated as a Core Employee. The date a Core Employee is designated is the date the Core Employee list is submitted to the Project Labor Coordinator and Union prior to the Contractor commencing work; and
  - (2) A Core Employee must possess any license required by state or federal law for the Covered Projects to be performed.



- (b) Core Employee Hiring Procedure for Disadvantaged Businesses. The Parties recognize the City's interest in promoting competition and inclusion of Disadvantaged Businesses, which may not be signatory to a current Master Agreement. In order to promote participation and attract Disadvantaged Businesses to work under this PLA, and subject to the limitations set forth below, each Contractor that is a Disadvantaged Business may first employ three (3) of its Core Employees per craft on each Covered Project prior to employing an employee through the appropriate Union hiring hall. The next (fourth) employee shall be hired from the appropriate Union hiring hall and thereafter, such Contractor may employ, as needed, two (2) additional Core Employees in an alternating manner with Union referrals, up to a total of five (5) Core Employees. Thereafter, all additional employees in the affected trade or craft shall be requested and referred from the appropriate Union hiring hall.

The foregoing Core Employee hiring procedure for Disadvantaged Businesses is subject to the following limitations:

- (1) Disadvantaged Businesses are limited to utilizing the foregoing Core Employee hiring procedure on subcontracts with a value of \$500,000 or less; and
- (2) The total value of all subcontracts utilizing the foregoing Core Employee hiring procedure shall not exceed ten percent (10%) of the total value of any Covered Project; and
- (3) Each Disadvantaged Business performing work as a subcontractor is limited to using this hiring procedure for one subcontract per Covered Project.

The City may at its sole discretion modify the above Core Employee limitations for Disadvantaged Businesses. Any modifications to the limitations for Disadvantaged Businesses will be reflected in the SDMC, including but not limited to Chapter 2, Article 2, Division 36, Small and Local Business Program Administration. If there is conflict, ambiguity, or other inconsistency between any provision in this PLA and the SDMC, the SDMC will control and take precedence.

In order to assist the Project Labor Coordinator in monitoring compliance with this Section, each Prime Contractor will be responsible for tracking, reporting and providing notice to the Project Labor Coordinator describing each Disadvantaged Business subcontract that qualifies for the foregoing hiring procedure prior to work commencing.

- (c) Contractors who do not qualify for the hiring procedure for Disadvantaged Businesses set forth in Section 4.6(b), and who are not otherwise signatory to a current Master Agreement, may employ, as needed, first, a Core Employee, then an employee through a referral from the appropriate Union hiring hall, then a second Core Employee, then a second employee through the referral system, and so on until a maximum of three (3) Core Employees are employed per craft on each Covered Project. Thereafter, all additional employees in the affected trade or craft shall be requested and referred from the appropriate Union hiring hall in accordance with this Article. Contractors employing more than fifty (50) craft workers at the same time in a specific trade on a Covered Project may hire an additional two (2) Core Employees.

Section 4.6 only applies to Contractors who are not directly signatory to a current Master Agreement for the craft worker in its employ and is not intended to limit the transfer provisions of the Master Agreement of any trade. As part of this process, and in order to facilitate the contract administration procedures, as well as appropriate fringe benefit fund coverage, all Contractors shall require their Core Employees and any other persons employed other than through the referral process, to register with the appropriate Union hiring hall, if any, prior to their first day of employment working under the Covered Contract at a Covered Project site.

- (d) Prior to each Contractor performing Covered Work, the Contractor shall provide a list of Core Employees using Attachment C-2, Contractor Core Workforce Form, to the Project Labor Coordinator and the Union having jurisdiction over the work. After submitting the Core Employee list prior to commencing work, Contractors shall not make any changes or substitutions to the Core Employee list for the duration of the Covered Project, except in cases where a Core Employee is injured or otherwise cannot work on the Covered Project due to factors beyond the Contractor's control. Failure to submit the Core Employee list prior to work commencing will prohibit the Contractor from using any Core Employees until 30 calendar days after the list is provided to the Project Labor Coordinator and Union having jurisdiction over the work.
- (e) Upon request by any Party to this PLA, a Contractor hiring one or more Core Employees shall provide satisfactory proof (*i.e.*, payroll records, quarterly tax records, and such other documentation) evidencing Core Employees' qualifications as such to the Project Labor Coordinator and the Council.

- (f) In addition to the core employee provisions set forth herein, all Contractors may avail themselves of any opportunity provided for in the applicable Master Agreements to call for specific employees by name.
- (g) During any layoffs or reductions in workforce, Contractors shall layoff employees in an order and manner consistent with the Core Employee hiring procedures and maintain the required Core Employee-to-Union referral ratios required by this Section for the duration of each Covered Project.

**Section 4.7** Time for Referral. If any Union's registration and referral system does not fulfill the requirements for specific classifications of covered employees (including Local Workers and Targeted Workers) requested by any Contractor within forty-eight (48) hours (excluding Saturdays, Sundays, and holidays), that Contractor may employ Core Employees without reference to the ratio requirements in Section 4.6 or use employment sources other than the Union registration and referral services, and may employ applicants from any other available source. The Contractor should promptly inform the Union of any applicants hired from other sources, and such applicants shall register with the appropriate hiring hall, if any.

**Section 4.8** Lack of Referral Procedure. If a signatory local Union does not have a job referral system as set forth in Section 4.3 above, the Contractors shall give the Union equal opportunity to refer applicants in conformance with remaining provisions of this Article 4. The Contractors shall notify the Union of employees so hired, as set forth in Section 4.7.

**Section 4.9** Union Membership. Employees are not required to become or remain Union members or pay Union dues or fees as a condition of performing Covered Work under this PLA. Nothing in this Section 4.9 is intended to supersede independent requirements of the applicable Master Agreements as to those Contractors otherwise signatory to such Master Agreements and as to the employees of those Contractors who are performing work on Covered Projects. Contractors otherwise signatory to such Master Agreements shall make and transmit all deductions for Union dues, fees, and assessments that have been authorized by employees in writing in accordance with the applicable Master Agreement.

**Section 4.10** Foremen. The selection and number of craft foremen and/or general foremen shall be the responsibility of the Contractor, consistent with the Master Agreements. All foremen shall take orders exclusively from the designated Contractor representatives. Craft foremen shall be designated as working foreman at the request of the Contractors.

**ARTICLE 5**  
**UNION ACCESS AND STEWARDS**

**Section 5.1** Access to Project Sites. Authorized representatives of the Union shall have access to Covered Projects, provided that they do not interfere with the work of employees and further provided that such representatives fully comply with posted visitor, security, and safety rules.

**Section 5.2** Stewards.

- (a) Each signatory local Union shall have the right to dispatch a working journey person as a steward for each shift, and shall notify the Contractor in writing of the identity of the designated steward or stewards prior to the assumption of such person's duties as steward. Such designated steward or stewards shall not exercise any supervisory functions. There will be no non-working stewards. Stewards will receive the regular rate of pay for their respective crafts.
- (b) In addition to his/her work as an employee, the steward should have the right to receive, but not to solicit, complaints or grievances and to discuss and assist in the adjustment of the same with the employee's appropriate supervisor. Each steward should be concerned only with the employees of the steward's Contractor and not with the employees of any other Contractor. The Contractor will not discriminate against the steward in the proper performance of his/her Union duties.
- (c) When a Contractor has multiple, non-contiguous work locations at one site, the Contractor may request and the Union shall appoint such additional working stewards as the Contractor requests to provide independent coverage of one or more such locations. In such cases, a steward may not service more than one work location without the approval of the Contractor.
- (d) The stewards shall not have the right to determine when overtime shall be worked or who shall work overtime.

**Section 5.3** Steward Layoff/Discharge. The Contractor agrees to notify the appropriate Union twenty-four (24) hours before the layoff of a steward, except in the case of disciplinary discharge for just cause. If the steward is protected against such layoff by the provisions of the applicable Master Agreement, such provisions shall be recognized when the steward possesses the necessary qualifications to perform the remaining work. In any case in which the steward is discharged or disciplined for just cause, the appropriate Union will be notified immediately by the Contractor, and such discharge or discipline

shall not become final (subject to any later filed grievance) until twenty-four (24) hours after such notice has been given.

**Section 5.4** Employees on Non-Covered Projects. On work where the personnel of the City or its contractors may be working in close proximity to the construction activities covered by this PLA on non-covered projects, the Union agrees that the Union representatives, stewards, and individual workers will not interfere with City personnel, or with personnel employed by any other employer not performing Covered Work.

## **ARTICLE 6**

### **WAGES AND BENEFITS**

**Section 6.1** Wages. At a minimum, all employees covered by this PLA shall be classified in accordance with work performed and paid the hourly wage rates for those classifications in compliance with the Applicable Prevailing Wage Laws.

**Section 6.2** Benefits.

- (a) Subject to the exception set forth below for Disadvantaged Businesses, otherwise, for all employees performing Covered Work, Contractors shall pay, at a minimum, all employee fringe benefits and other required Contractor contributions to the established Union employee benefit funds in the amounts required by Applicable Prevailing Wage Laws. In addition, the Contractors and Unions agree that only such bona fide employee benefits that accrue to the direct benefit of the employees (such as pension and annuity, health and welfare, vacation, apprenticeship, and training funds) shall be included in this requirement and required to be paid by the Contractor for performance of Covered Work.
- (b) Union Benefit Fund Contributions for Disadvantaged Businesses. Disadvantaged Businesses not otherwise signatory to a Master Agreement are exempt from the requirement of subsection (a) to pay fringe benefits and other required Contractor contributions on behalf of their Core Employees to the Union employee benefit funds, subject to the following exemption limitations:
  - (1) Disadvantaged Businesses are limited to utilizing the foregoing Core Employee exemption on subcontracts with a value of \$500,000 or less; and
  - (2) The total value of all subcontracts utilizing this exemption shall not exceed ten percent (10%) of the total value of any Covered Project; and

- (3) Each Disadvantaged Business performing work as a subcontractor is limited to using this exemption for one subcontract per Covered Project.

The City may at its sole discretion modify the above Union Benefit Fund Contribution limitations for Disadvantaged Businesses. Any modifications to the limitations for Disadvantaged Businesses will be reflected in the SDMC, including but not limited to Chapter 2, Article 2, Division 36, Small and Local Business Program Administration. If there is conflict, ambiguity, or other inconsistency between any provision in this PLA and the SDMC, the SDMC will control and take precedence.

Disadvantaged Businesses are required to pay all fringe benefits and other required Contractor contributions to the established Union employee benefit funds for all employees other than their Core Employees, and must comply with the Applicable Prevailing Wage Laws, including the payment of fringe benefits, for all employees performing Covered Work.

- (c) Where benefits payments are required by subsection (a), the Contractor adopts and agrees to be bound by the written terms of the applicable, legally established, Union trust agreement(s) specifying the detailed basis how payments will be made into, and benefits paid out of, such trust funds for its employees. The Contractor authorizes the parties to such trust funds to appoint trustees and successors' trustees to administer the trust funds and hereby ratifies and accepts the trustees so appointed as if made by the Contractor. The Contractor obligations to the applicable Union benefit fund(s) and trust agreement(s) are limited to work performed on a Covered Project. The applicable Union benefit funds and trust agreement(s) to each Contractor are determined by the pre-job conference and Union work assignment process described in Articles 8 and 16.
- (d) Each Contractor is required to certify to the Project Labor Coordinator that it has paid all benefit contributions due and owing to the appropriate Union trust(s) and benefit funds prior to the receipt of its final payment and/or retention. Further, upon timely notification by a Union to the Project Labor Coordinator, the Project Labor Coordinator shall work with any Contractor who is delinquent in payments to assure that proper benefit contributions are made, to the extent of requesting the City and/or the Prime Contractor to withhold payments otherwise due such Contractor, until such contributions have been made or otherwise guaranteed.
- (e) Notwithstanding any other provisions, this PLA is an agreement under Section 8(f) of the National Labor Relations Act (NLRA),

which covers work performed in the building and construction industry. In addition, the work performed under this PLA qualifies for the Construction Industry Exemption under the Employee Retirement and Income Security Act of 1974 ("ERISA"), as amended as well. If any Union Pension Trust Fund ("Fund") covered by the terms and conditions of this PLA does not qualify for the ERISA Construction Industry Exemption authorized by Section 4203 (B)(1)(i), as amended, 29 U.S.C. § 1383(b)(1)(i), or has not taken the necessary steps to amend the Fund documents to qualify for the Construction Industry Exemption as authorized by Section 4203(B)(1)(ii) of ERISA, as amended, 29 U.S.C. § 1383(b)(1)(B)(ii), and to recognize the work performed under this PLA to qualify for the Construction Industry Exemption, the Contractors signatory to this PLA will not be obligated to make pension fund contributions to that Fund. In such an event, the Contractor shall pay all required amounts otherwise allocated for payment toward the non- exempt Fund to the employees' wages or other bona fide retirement plan program pursuant to Applicable Prevailing Wage Laws.

**Section 6.3** Wage Premiums. Wage premiums, including, but not limited to, pay based on height of work, shift premiums, hazard pay, scaffold pay, and special skills shall not be applicable to work under this PLA, except to the extent provided for in any Applicable Prevailing Wage Laws.

**Section 6.4** Compliance with Prevailing Wage Laws. All complaints regarding possible violations of Applicable Prevailing Wage Laws may be referred to the City's Prevailing Wage Program for processing, investigation and resolution, and if not resolved within thirty (30) calendar days, may be referred by any Party to the State Labor Commissioner. To facilitate compliance with Applicable Prevailing Wage Laws, each Contractor agree to provide copies of certified payroll reports, redacted only to the extent required by law, to the Unions (or to any Labor Management Cooperation Committee in which a Union or its affiliate participates) within ten (10) days of their request.

## **ARTICLE 7**

### **WORK STOPPAGE AND LOCKOUTS**

**Section 7.1** No Work Stoppages or Disruptive Activity. The Council and the Unions signatory hereto agree that neither they, nor their respective officers, or agents or representatives, shall incite or encourage, condone or participate in any strike, walk-out, slowdown, picketing, observation of picket lines, or other activity of any nature or kind whatsoever, for any cause or dispute whatsoever with respect to or in any way related to Covered Projects, or which interferes with or otherwise disrupts Covered Projects, or with respect to or related to the City or Contractors or subcontractors, including, but not limited to, economic strikes, unfair labor practice strikes, safety strikes, sympathy

strikes, and jurisdictional strikes, whether or not the underlying dispute is arbitrable. Any such actions by the Council, or Unions, or their members, agents, representatives, or the employees they represent shall constitute a material violation of this PLA. The Council and the Union shall take all steps necessary to obtain compliance with this Article.

**Section 7.2** Employee Violations. The Contractor may discharge any employee violating Section 7.1 above, and any such employee will not be eligible for rehire for performance of Covered Work.

**Section 7.3** Standing to Enforce. The City and any Contractor affected by an alleged violation of this Article shall have standing and the right to enforce the obligations established herein.

**Section 7.4** Expiration of Master Agreements. If a Master Agreement between a Union-signatory Contractor and one or more of the Union(s) expires before the Contractor completes the performance of a Covered Contract for a Covered Project, and the Union or the Contractor gives notice of demand for a new or modified Master Agreement, the Unions agree that they will not strike the Contractor on any Covered Project, and the Union and the Contractor agree that the expired Master Agreement will continue in full force and effect for the Covered Projects until a new or modified Master Agreement is put in place between the Union and the Contractor. If the new or modified Master Agreement between the Union and the Contractor provides that any terms of the Master Agreement shall be retroactive, the Contractor agrees to comply, consistent with the terms of this PLA and the Applicable Prevailing Wage Laws, with any retroactive terms of the new or modified Master Agreement which are applicable to employees of said Contractor that are employed on a Covered Project within seven (7) days at no cost to the City. All employees shall continue to work and to perform all their obligations with respect to Covered Projects despite the expiration of any Master Agreement. Should a Contractor engaged in Covered Projects enter into an interim agreement with the Unions for work being performed elsewhere after the expiration, and before the renewal of a local collective bargaining agreement forming the basis for a Master Agreement, such interim agreement shall be utilized by that Contractor for Covered Projects, subject to the provisions of Section 21.3.

**Section 7.5** No Lock Outs. Contractors shall not cause, incite, encourage, condone or participate in any lock-out of employees with respect to Covered Projects during the term of this PLA. The term "lock-out" refers only to a Contractor's exclusion of employees in order to secure collective bargaining advantage, and does not refer to the discharge, termination, or layoff of employees by the Contractor for any reason in the exercise of rights pursuant to any provision of this PLA, or any other agreement, nor does "lock-out" include the City's decision to stop, suspend, or discontinue any Covered Projects or any portion thereof for any reason.



**Section 7.6** Best Efforts to End Violations.

- (a) If a Contractor or the City contends that there is any violation of this Article, it shall, at least twenty-four (24) hours prior to invoking the procedures of Section 7.7, provide written notification to the Council of the involved Union(s) and to the Project Labor Coordinator, setting forth the facts which the Contractor contends violates this Article. The Council and the leadership of the involved Union(s) will immediately instruct, order, and use their best efforts to cause the cessation of any violation of the Article.
- (b) If the Union contends that any Contractor has violated this Article, it will notify the Contractor and the Project Labor Coordinator, setting forth the facts which the Union contends violate this Article, at least twenty-four (24) hours prior to invoking the procedures of Section 7.7. The Project Labor Coordinator shall promptly order the involved Contractor(s) to cease any violation of the Article.

**Section 7.7** Expedited Enforcement Procedure. Any Party, including the City, which is an intended beneficiary of this Article, and affected Contractors, may institute the following procedures, in lieu of or in addition to any other action at law or equity, when a breach of this Article is alleged.

- (a) The party, including any affected Contractor, invoking this procedure shall notify Robert Hirsch, who has been selected by the Parties, and whom the Parties agree shall be the permanent arbitrator under this procedure, or John Kagel, as the alternate arbitrator under this procedure. If the permanent arbitrator is unavailable at any time, the alternate will be contacted. If neither is available, then a selection shall be made from the list of arbitrators as set forth in Article 10. Notice to the arbitrator shall be by the most expeditious means available, with notices to the Contractor or Union alleged to be in violation, and to the Project Labor Coordinator and Council. For purposes of this Article, written notice may be given by email, facsimile, hand delivery, or overnight mail and will be deemed effective upon receipt.
- (b) Upon receipt of said notice, the arbitrator named above or their alternate shall sit and hold a hearing within seventy-two (72) hours if it is contended that the violation still exists, but not sooner than twenty-four (24) hours after notice has been dispatched to the Council of the involved Union(s) and/or Contractor as required by Section 7.6, above.
- (c) The arbitrator shall notify the disputing parties of the place and time chosen for this hearing. Said hearing shall be completed in one session, which, with appropriate recesses at the arbitrator's discretion,

shall not exceed twenty- four (24) hours unless otherwise agreed upon by all disputing parties. A failure of any of the disputing parties to attend said hearings shall not delay the hearing of evidence or the issuance of any award by the arbitrator.

- (d) The sole issue at the hearing shall be whether or not a violation of this Article has in fact occurred. The arbitrator shall have no authority to consider any matter in justification, explanation, or mitigation of such violation or to award damages, (except for damages as set forth in Section 7.8 below) which issue is reserved for court proceedings, if any. The award shall be issued in writing within three (3) hours after the close of the hearing and may be issued without an opinion. If any party desires a written opinion, one shall be issued within fifteen (15) days, but its issuance shall not delay compliance with, or enforcement of, the award. The arbitrator may order cessation of the violation of the Article and other appropriate relief, and such award shall be served on all disputing parties by hand or registered mail upon issuance.
- (e) Such award shall be final and binding on all disputing parties and may be enforced by any court of competent jurisdiction upon the filing of this PLA and all other relevant documents referred to herein above in the following manner. Written notice of the filing of such enforcement proceedings shall be given to the other party. In any judicial proceeding to obtain a temporary order enforcing the arbitrator's award as issued under Section 7.7(d) of this Article, all disputing parties waive the right to a hearing and agree that such proceedings may be ex parte. Such agreement does not waive any party's right to participate in a hearing for a final order of enforcement. The court's order or orders enforcing the arbitrator's award shall be sent to all disputing parties.
- (f) Any rights created by statute or law governing arbitration proceedings inconsistent with the above procedure or which interfere with compliance hereto are hereby waived by the Parties and Contractors to whom they accrue.
- (g) The fees and expenses of the arbitrator shall be equally divided between the disputing parties.

**Section 7.8** Liquidated Damages.

- (a) If the arbitrator determines in accordance with Section 7.7 above that a work stoppage or other disruption to a Covered Project has occurred, the respondent Union(s) shall, within eight (8) hours of receipt of the Award, direct all the employees they represent on the Covered Project to immediately return to work. If the craft(s) involved do not return to work by the beginning of the next regularly scheduled shift following

such eight (8) hour period after receipt of the arbitrator's Award, and the respondent Union(s) have not complied with their obligations to immediately instruct, order, and use their best efforts to cause a cessation of the violation and return the employees they represent to work, then the non-complying Union(s) shall each pay a sum as liquidated damages to the City, and each will pay an additional sum per shift, as set forth in (c), below, for each shift thereafter on which the craft(s) has not returned to work.

- (b) If the arbitrator determines in accordance with Section 7.7 above that a lock-out has occurred, the respondent Contractor shall, within eight (8) hours after receipt of the award, return all the affected employees to work on the Covered Project, or otherwise correct the violations found by the arbitrator. If the respondent Contractor does not take such action by the beginning of the next regular scheduled shift following the eight (8) hour period, each non-complying respondent Contractor shall pay or give as liquidated damages, to the affected Union (to be apportioned among the affected employees and the benefit funds to which contributions are made on their behalf, as designated by the arbitrator) an amount equal to the total hourly wages and benefits lost for all affected employees of the Contractor on Covered Projects. In addition, the Contractor shall pay an additional sum per shift to the City, as set forth in (c), below, for each shift thereafter in which compliance by the respondent Contractor has not been completed.
- (c) The Parties agree that project delays caused by violations of this Article will cause the City to sustain damages. They agree that it would be impractical or extremely difficult to fix the amount of such damages. Therefore, the Parties agree that, in the event of a breach of this Article, the disputing party in breach shall pay to the City the sum of not less than \$10,000.00 and no more than \$20,000.00 per shift, as determined by the arbitrator, from the time the arbitrator determines that a delay has occurred until the arbitrator determines that the Covered Project is no longer disrupted. The payment, when made, shall constitute a damages remedy of the City for the delay specified, but shall not prevent the City from seeking injunctive or other monetary relief, including termination of this PLA. Payment of these sums as liquidated damages is not intended as a forfeiture or penalty within the meaning of California Civil Code sections 3275 or 3369, but instead, is intended to constitute liquidated damages to the City pursuant to section 1671 of the California Civil Code.

**Section 7.9** Payroll and Benefit Delinquencies. Notwithstanding other provisions of this PLA, it shall not be a violation of this PLA for any Union to withhold the services of its members from a Contractor who fails to timely pay its weekly payroll in accordance with the applicable Master Agreement, or fails to make

timely payments to the applicable Union benefit funds. This Section 7.9 does not inhibit or affect responsibilities of the Council and the Union under Section 7.1 to refrain from picketing or other disruption of Covered Projects.

Prior to withholding its members' services for the Contractor's failure to meet its weekly payroll, the Union shall give at least five (5) calendar days written notice of such failure to pay by certified mail, and by facsimile or email transmission to the involved Contractor, Prime Contractor and Project Labor Coordinator. The Prime Contractor, together with the involved Contractor and affected Union, shall meet within five (5) working days after the written notice of such failure to pay was sent to attempt to resolve the payroll delinquency. If the payroll delinquency remains unresolved, then the affected Union may withhold the services of its members from the involved Contractor. Upon the payment of all monies due and then owing for wages, the Union shall direct its members to immediately return to work and the Contractor shall return all such members back to work.

Prior to withholding its members' services for the Contractor's failure to make timely payments to the applicable Union benefit funds, the Union shall give at least thirty (30) days written notice of such failure to pay by certified mail, and by facsimile or email transmission to the involved Contractor, the Prime Contractor and Project Labor Coordinator. The Prime Contractor, together with the involved Contractor and affected Union, shall meet within five (5) working days after the written notice of such failure to pay was sent to attempt to resolve the delinquency. If the delinquency remains unresolved, then the affected Union may withhold the services of its members from the involved Contractor. Upon payment by the delinquent Contractor of all monies due and then owing for employee benefit contributions, the Union shall direct its members to immediately return to work and the Contractor shall return all such members back to work.

Nothing in this section should be construed to prevent the Union having jurisdiction over the involved work from submitting a grievance under the procedures of Article 10 for any alleged or actual violations of Article 6 or referring any alleged or actual prevailing wage violation to the Project Labor Coordinator and the City labor compliance program for review and enforcement, in accordance with Section 6.4.

The Prime Contractor shall have the right to replace any delinquent Contractor in accordance with the terms and conditions of their prime contract with the City, and applicable law.

**ARTICLE 8**  
**WORK ASSIGNMENTS AND JURISDICTIONAL DISPUTES**

**Section 8.1** No Jobsite Disruption. There will be no strikes, work stoppages, picketing, sympathy strikes, slowdowns, or other interferences with the work because of jurisdictional disputes between Unions. The assignment of work will be solely the responsibility of the Contractor performing the work involved; and such work assignments will be in accordance with the Plan for Settlement of Jurisdictional Disputes in the Construction Industry (the "Plan") or any successor Plan.

**Section 8.2** All jurisdictional disputes on a Covered Project shall be settled and adjusted according to the present Plan established by the Building and Construction Trades Department or any other plan or method of procedure that may be adopted by the Building and Construction Trades Department. Decisions rendered shall be final and binding and conclusive on the Contractors and Unions with regard to Covered Work.

All jurisdictional disputes shall be resolved without the occurrence of any of the activities prohibited in Article 7 (Work Stoppages and Lockouts), and the Contractor's assignment shall be adhered to until the dispute is resolved. Individuals violating this section shall be subject to immediate discharge.

**Section 8.2.1** If a dispute arising under this Article involves the Southwest Regional Council of Carpenters or any of its subordinate bodies, an arbitrator shall be chosen by the procedures specified in Article V, Section 5, of the Plan from a list composed of Thomas Pagan, Robert Hirsch, and John Kagel, and the arbitrator's hearing on the dispute shall be held at the offices of the Council within fourteen (14) days of the selection of the arbitrator. All other procedures shall be as specified in the Plan.

**Section 8.3** Failure to Comply. If any Union or Contractor fails to immediately and fully comply with the final decision rendered by the Plan, affected Union(s) or Contractor(s) may seek legal redress for such conduct, including, but not limited to, injunctive relief and/or damages.

**Section 8.4** Pre-job Conference. It is required that a pre-job conference be held not later than ten (10) calendar days prior to the start of work by each Contractor for the Covered Project in accordance with the procedure described in Article 16.

**ARTICLE 9**  
**MANAGEMENT RIGHTS**

**Section 9.1** Contractor and City Rights. The Contractors and the City have the sole and exclusive right and authority to oversee and manage construction operations on Covered Projects without any limitations unless expressly limited by a specific

provision of this PLA. In addition to the following and other rights of the Contractors enumerated in this PLA, the Contractors expressly reserve their management rights and all the rights conferred upon them by law. The Contractor's rights include, but are not limited to, the right to:

- (a) Plan, direct, and control operations of all work; and
- (b) Hire, promote, transfer, and layoff their own employees, respectively, as deemed appropriate to satisfy work and/or skill requirements; and
- (c) Promulgate and require all employees to observe reasonable job rules and security and safety regulations; and
- (d) Discharge, suspend, or discipline their own employees for just cause; and
- (e) Utilize, in accordance with the City's approval, any work methods, procedures, or techniques, and select, use, and install any types or kinds of materials, apparatus, or equipment, regardless of source of manufacture or construction; and
- (f) Assign and schedule work at their discretion; and
- (g) Assign overtime, determine when it will be worked and the number and identity of employees engaged in such work, subject to such provisions in the applicable Master Agreement(s) requiring such assignments be equalized or otherwise made in a nondiscriminatory manner.

**Section 9.2** Specific City Rights. In addition to the following and other rights of the City enumerated in this PLA, the City expressly reserves its management rights and all the rights conferred on it by law and contract. The City's rights (and those of the Project Labor Coordinator on its behalf) include, but are not limited to the right to:

- (a) Inspect any construction site or facility to ensure that the Contractor follows the applicable safety and other work requirements; and
- (b) At its sole option, terminate, delay, and/or suspend any and all portions of the Covered Projects at any time; prohibit some or all work on certain days or during certain hours of the day to accommodate the ongoing operations of the City and/or to mitigate the effect of ongoing Covered Projects on businesses and residents in the neighborhood of the Covered Project sites; and/or require any other operational or schedule changes it deems necessary, in its sole

judgment, to meet Covered Project deadlines and remain a good neighbor to those in the area of the Covered Projects. (In order to permit the Contractors and Unions to make appropriate scheduling plans, the City will provide the Prime Contractor and affected Unions with reasonable notice of any changes it requires pursuant to this section); and

- (c) Approve any work methods, procedures, and techniques used by Contractors whether or not these methods, procedures, or techniques are part of industry practices or customs; and
- (d) Investigate and process complaints or disagreements, through the Project Labor Coordinator.

**Section 9.3** Use of Materials. There should be no limitations or restrictions by the Union upon a Contractor's choice of materials or design, nor, regardless of source or location, upon the full use and utilization of equipment, machinery, packaging, precast, prefabricated, prefinished, or preassembled materials, tools, or other labor-saving devices, subject to the application of the California Public Contract and Labor Codes. Generally, the onsite installation or application of such items shall be performed by the craft having jurisdiction over such work.

**Section 9.4** Special Equipment, Warranties and Guaranties.

- (a) It is recognized that certain equipment of a highly technical and specialized nature may be installed at Covered Project sites. The nature of the equipment, together with the requirements for manufacturer's warranties, may dictate that it be prefabricated, pre-piped, and/or pre-wired and that it be installed under the supervision and direction of the City and/or manufacturer's personnel or certified specialist contractor. The Unions agree that such equipment is to be installed without incident and without violation of this PLA.
- (b) The Parties recognize that the Contractor will initiate from time to time the use of new technology, equipment, machinery, tools, and other labor-savings devices and methods of performing Covered Projects. The Unions agree that they will not restrict the implementation of such devices or work methods. The Unions will accept and will not refuse to handle, install, or work with any standardized and/or catalogue parts, assemblies, accessories, prefabricated items, preassembled items, partially assembled items, or materials whatever their source of manufacture or construction.
- (c) If any disagreement between the Contractor and the Union concerning the methods of implementation or installation of any equipment, device, or item, or method of work arises, or whether a

particular part or pre-assembled item is a standardized or catalog part or item, the work will proceed as directed by the Contractor, and the Contractor and Union shall immediately consult over the matter. If the disagreement is not resolved, the affected Union(s) shall have the right to proceed through the procedures set forth in Article 10.

**ARTICLE 10**  
**SETTLEMENT OF GRIEVANCES AND DISPUTES**

**Section 10.1** Cooperation and Harmony on Site.

- (a) This PLA is intended to establish and foster continued close cooperation between management and labor. The Council shall assign a representative to the Covered Project for the purpose of assisting the local Unions, and working with the Project Labor Coordinator, together with the Contractors, to complete construction of the Covered Projects economically, efficiently, continuously, and without any interruption, delays, or work stoppages.
- (b) The City, the Contractors, Unions, and employees collectively and individually, realize the importance of maintaining continuous and uninterrupted performance of Covered Projects, and agree to resolve disputes in accordance with the grievance provisions set forth in this Article or, as appropriate, those of Article 7 or 8.
- (c) The Project Labor Coordinator shall observe the processing of grievances under this Article and Articles 7 and 8, including the scheduling and arrangements of facilities for meetings, selection of the arbitrator from the agreed-upon panel to hear the case, and any other administrative matters necessary to facilitate the timely resolution of any dispute; provided, however, it is the responsibility of the grievance parties to ensure the time limits and deadlines are met.

**Section 10.2** Processing Grievances. Any questions, complaints or alleged violations of this PLA, which includes questions, complaints or alleged violations of any applicable provisions of the Master Agreements, but not alleged violations of Articles 7 or 8, shall be considered a grievance and subject to resolution under the following procedures.

Step 1.

- (a) Employee Grievances. When any employee subject to the provisions of this PLA feels aggrieved by an alleged violation of this PLA, the employee shall, through his local Union business representative or job steward, within ten (10) working days after the occurrence of the violation, give notice to the work site representative of the involved



Contractor stating the provision(s) alleged to have been violated, the details of the alleged violation and the remedy sought to resolve the matter. A grievance shall be considered null and void if notice of the grievance is not given within the ten (10) day period. A business representative of the local Union or the job steward and the work site representative of the involved Contractor shall meet and endeavor to adjust the matter within ten (10) working days after timely notice has been given. If they fail to resolve the matter within the prescribed period, the grieving party may, within ten (10) working days thereafter, pursue Step 2 of this grievance procedure provided the grievance is reduced to writing, setting forth the relevant information, including a short description thereof, the date on which the alleged violation occurred, and the provision(s) of the applicable agreement alleged to have been violated. Grievances and disputes settled at Step 1 shall be non- precedential except as to the grievance parties.

- (b) Union, Contractor, or City Grievances. Should a Union, a Contractor, or the City (each a “complaining party”) allege a violation of this PLA by a Party or a Contractor, and, if after conferring within ten (10) working days after the complaining party knew or should have known of the facts or occurrence giving rise to the dispute, a settlement is not reached within five (5) working days, the dispute shall be reduced to writing and processed to Step 2 in the same manner as outlined in Step 1(a) above for the processing of an employee complaint.

#### Step 2.

A representative of the complaining party, and a representative of any responding party to the grievance (“responding party”), shall meet within seven working days of the referral of the dispute to this second step to attempt to arrive at a satisfactory settlement thereof. The City may participate as an interested Party in any dispute brought under this Article. If the complaining party and responding parties fail to reach an agreement to the satisfaction of the complaining party, the dispute may be submitted in writing in accordance with the provisions of Step 3 within seven (7) working days after the initial meeting at Step 2.

#### Step 3.

- (a) If the grievance is submitted but not resolved under Step 2, the complaining party may request in writing to the Project Labor Coordinator (with copy[ies] to the other party[ies] to the grievance) within seven (7) working days after the initial Step 2 meeting, that the grievance be submitted to an arbitrator selected from the agreed-upon list below, on a rotational basis in the order listed. Those arbitrators are: (1) Barry Winograd; (2) Najeeb Khoury; (3) Andrea Dooley; (4) Robert Hirsch; and (5) John Kagel. In the event any of

these arbitrators retire or become permanently unavailable, the City and the Council shall jointly select a replacement arbitrator for the list. Any arbitrator not available to conduct the arbitration within 120 calendar days of the referral of the grievance to arbitration will be considered unavailable, and the Project Labor Coordinator shall move to the next arbitrator. The decision of the arbitrator shall be final and binding on all parties to the grievance, and the fee and expenses of such arbitrations shall be borne equally by the parties to the grievance. In cases for which the arbitrator finds a violation of this PLA, the arbitrator may order cessation of the violation and other appropriate relief, and such award shall be served on all parties to the grievance and the City. This grievance process and arbitration proceedings do not impede the ability of the City to advance any available dispute resolution processes and remedies under its prime contracts for violations thereof.

- (b) Failure of the complaining party to adhere to the time limits established herein shall render the grievance null and void. The time limits established herein may be extended only by written consent of the parties to the grievance involved at the particular step where the extension is agreed upon. The arbitrator shall have the authority to make decisions only on issues presented and shall not have the authority to change, amend, add to, or detract from any of the provisions of this PLA.

**Section 10.3** Limit on Use of Procedures. Procedures contained in this Article shall not be applicable to any alleged violation of Article 7 or 8, with a single exception that any employee discharged for violation of Section 7.2 may resort to the procedures of this Article to determine only if they were, in fact, engaged in that violation.

**Section 10.4** Notice. The Project Labor Coordinator shall be notified by the involved Union(s) and Contractor(s) of all actions at Steps 2 and 3, and further, the Project Labor Coordinator or other City representative shall, upon its own request, be permitted to participate fully in all proceedings at such steps.

## **ARTICLE 11** **COMPLIANCE**

**Section 11.1** Compliance with All Laws. The Council and all Unions, Contractors, and their employees shall comply with all applicable federal and state laws, ordinances, and regulations including, but not limited to, those relating to safety and health, employment, and applications for employment. All employees shall comply with the safety regulations established by the City, the Project Labor Coordinator, and the Contractor. Employees must promptly report any injuries or accidents to a supervisor.

**ARTICLE 12**  
**SAFETY AND PROTECTION OF PERSON AND PROPERTY**

**Section 12.1** Safety.

- (a) It shall be the responsibility of each Contractor to ensure safe working conditions and employee compliance with all applicable safety laws and regulations and any safety rules contained herein or established by the City and the Contractor. It is understood that employees have an individual obligation to use diligent care to perform their work in a safe manner and to protect themselves and the property of the Contractor and the City.
- (b) All Parties, Contractors and Contractor employees shall be bound by the safety, security, and visitor rules established by the Contractor, the Project Labor Coordinator, and the City. These rules will be published and posted. An employee's failure to satisfy his/her obligations under this Section will subject him/her to discipline, up to and including discharge.

**Section 12.2** Drug and Alcohol Testing Policy. The Parties and Contractors shall adopt the Drug and Alcohol Testing Policy attached hereto as Attachment D and City Council Policy 100-17 Drug-Free Workplace/City Contractors attached hereto as Attachment E, which are the exclusive Drug and Alcohol Testing Policies for Covered Projects.

**Section 12.3** Inspection. The inspection of shipments of equipment, machinery, and construction materials of every kind shall be performed at the discretion of the Contractor by individuals of its choice.

**ARTICLE 13**  
**TRAVEL AND SUBSISTENCE**

**Section 13.1** Travel expenses, travel time, subsistence allowances and/or zone rates, and parking reimbursements shall not be applicable to work under this PLA, except to the extent provided for in Applicable Prevailing Wage Laws. Parking for employees covered by this PLA shall be provided by the Contractor(s) according to the provision of the applicable Master Agreement(s).

## **ARTICLE 14**

### **APPRENTICES**

**Section 14.1** **Importance of Training.** The Parties and Contractors recognize the need to maintain continuing support of the programs designed to develop adequate numbers of competent workers in the construction industry, the obligation to capitalize on the availability of the local work force in the area served by the City, and the opportunities to provide continuing work on Covered Projects for Local Workers and Targeted Workers. To these ends, and consistent with any laws or regulations, the Parties and Contractors will facilitate, encourage, and assist Local Workers and Targeted Workers in enrolling in and progressing through Apprenticeship Programs and/or Apprenticeship Readiness Programs in the construction industry that lead to participation in Apprenticeship Programs. The City, the Project Labor Coordinator, other City consultants, the Contractors, and the Council and Unions, will work cooperatively to identify, or establish and maintain, effective programs and procedures for persons interested in entering the construction industry and which will help prepare them for the entry into Apprenticeship Programs.

**Section 14.2** **Use of Apprentices.**

- (a) The Unions and Contractors agree to cooperate in referring and employing Apprentices up to the maximum percentage allowed by the State Labor Code or applicable federal law, and the standards of each Apprenticeship Program. The minimum ratios for Apprentice to journeyman hours worked shall be in compliance, at a minimum, with the applicable provisions of the State Labor Code relating to utilization of Apprentices. The City, unless otherwise required by law, shall encourage such utilization, and, both as to Apprentices and the overall supply of experienced workers, the Project Labor Coordinator will work with the Council, Apprenticeship Programs, and Contractors to assure appropriate and maximum utilization of Apprentices and the continuing availability of both Apprentices and journeymen.
- (b) The Parties and Contractors will comply with all applicable laws and regulations in the request for dispatch and employment of Apprentices.
- (c) The Parties and Contractors agree that Apprentices will not be dispatched to Contractors working under this PLA unless there is a journeyman or other Contractor employee working on the Covered Project where the Apprentice is to be employed who is qualified to assist and oversee the Apprentice's progress through the program in which they are participating. Apprentices must be supervised and utilized in accordance with all applicable Federal and State laws.

**ARTICLE 15**  
**LEGAL ACTION**

**Section 15.1** **Legal Action.** The City, Council and Unions recognize the substantial legal costs (including all attorney's fees and associated disbursements) that might accrue with regard to any legal challenge over the adoption by the City of this PLA, and related to claims directly challenging the legality of this PLA, or a particular section or language that has been adopted herein. In the event of a legal challenge, the Council, on behalf of itself and affiliated Unions, agrees to seek to intervene in the legal action and actively participate in the litigation or other action to defend the legality of this PLA, or a particular section or language herein. The failure of the Council to seek to intervene in the legal action and actively participate to defend the legality of this PLA will constitute a material breach of this PLA. In the event the Council is denied leave to intervene in the legal action, the Council shall have its counsel coordinate with the City's counsel, at the Council's own expense, regarding how the Council can best support the City's legal position.

**ARTICLE 16**  
**PRE-JOB CONFERENCE**

**Section 16.1** Each Contractor is required to conduct a pre-job conference with the Unions not later than ten (10) calendar days prior to commencing work. The purpose of the conference will be to, among other things, convey craft manpower needs, the schedule of work for the Covered Project, the Covered Project's rules, and propose preliminary Union work assignments.

**Section 16.2** The Project Labor Coordinator may work with the Prime Contractor and Council to facilitate the scheduling of all pre-job conferences, but ensuring each Contractor conducts a pre-job conference in accordance with this PLA is the responsibility of the Prime Contractor. The Contractors shall make the relevant plans and specifications available to the Unions prior to each pre-job conference.

**Section 16.3** All preliminary Union work assignments shall be disclosed by each Contractor at the pre-job conference. Should there be Covered Work that was not previously assigned at a pre-job conference, or additional Covered Work be added to the scope of the Covered Project, the Contractor(s) performing such work will conduct a separate pre-job conference.

**Section 16.4** Any Union in disagreement with a proposed preliminary assignment shall notify the affected Contractor of its position in writing, with a copy sent to the Project Labor Coordinator, within five (5) calendar days after the pre-job conference occurred. Within five (5) calendar days after the period allowed for Union notices of disagreement with the Contractor's proposed assignments, but prior to the commencement of any work, the Contractor shall make final

assignments in writing with copies sent to the Project Labor Coordinator and Council.

**Section 16.5** A Contractor's failure to conduct a pre-job conference in accordance with this PLA is considered a breach of contract, and any affected Union may pursue a grievance under Article 10 of this PLA to seek a remedy for such a violation. Provided, however, if the Contractor has conducted a pre-job conference in accordance with this PLA, that Contractor is not required to participate in any additional pre-job conferences or mark-up meetings related to the original scope(s) of work assigned at the pre-job conference.

**Section 16.6** The Project Labor Coordinator shall attend each pre-job conference. At each pre-job conference, the Project Labor Coordinator shall address the programs, goals and outcomes related to Local Worker and Targeted Worker employment, as well as the progress of implementing a work opportunities program.

## ARTICLE 17

### **LABOR/MANAGEMENT COLLABORATION**

**Section 17.1** Labor/Management Collaboration Meetings. The Parties will conduct periodic labor/management cooperation meetings, which will be chaired jointly by a designee of the City and a designee of the Council. The co-chairs shall determine the frequency and scheduling of the meetings with the assistance of the Project Labor Coordinator. The purpose of the meetings shall be to promote harmonious and stable labor management relations, ensure effective and constructive communication between labor and management Parties, advance the proficiency of work in the industry, and to evaluate and ensure an adequate supply of skilled labor for all Covered Projects. The Project Labor Coordinator shall prepare reports detailing the outcomes of the Local Worker, Targeted Worker, and Apprentice utilization goals on each Covered Project, and the implementation and progress of a work opportunities program. All Parties will be invited to attend the labor/management cooperation meetings. Substantive grievances or disputes shall not be reviewed or discussed by this Committee, but shall be processed pursuant to the provisions of the appropriate Article.

## ARTICLE 18

### **SAVINGS AND SEPARABILITY**

**Section 18.1** Savings Clause. It is not the intention of any Party to violate any laws governing the subject matter of this PLA. In the event any provision of this PLA is finally held or determined to be illegal or void as being in contravention of any applicable law or regulation, the remainder of the PLA shall remain in full force and effect unless the part or parts so found to be

void are wholly inseparable from the remaining portions of this PLA. If and when any provision(s) of this PLA is finally held or determined to be illegal or void by a court of competent jurisdiction, the Parties will promptly enter into negotiations concerning the substantive effect of such decision for the purposes of achieving conformity with the requirements of any applicable laws and the intent of the Parties hereto. If the legality of this PLA is challenged and any form of injunctive relief is granted by any court suspending temporarily or permanently the implementation of this PLA, then all Covered Projects that would otherwise be covered by this PLA should be continued to be bid and constructed without application of this PLA, so that there is no delay or interference with the ongoing planning, bidding, and construction of any Covered Projects.

**Section 18.2** Effect of Injunctions or Other Court Orders. The Parties recognize the right of the City to withdraw, at its absolute discretion, the utilization of the PLA as part of any bid specification should a court of competent jurisdiction issue any order, or any applicable statute that could result, temporarily or permanently, in delay of the bidding, awarding, and/or construction on the project, or jeopardize project funding.

## **ARTICLE 19 WAIVER**

**Section 19.1** Waiver. A waiver of or a failure to assert any provisions of this PLA by any or all of the Parties hereto shall not constitute a waiver of such provision for the future. Any such waiver shall not constitute a modification of the PLA or change in the terms and conditions of the PLA and shall not relieve, excuse or release any of the Parties or Contractors from any of their rights, duties, or obligations hereunder.

## **ARTICLE 20 AMENDMENTS**

**Section 20.1** Amendments. The provisions of this PLA can be renegotiated, supplemented, rescinded, or otherwise altered only by mutual agreement in writing, hereafter signed by the City and the Council.

## **ARTICLE 21 EFFECTIVENESS OF THE PLA**

**Section 21.1** Term and Application.

- (a) Term of Years. This PLA shall become effective July 1, 2024, if executed by the City, Council, and Unions, and approved by the City Attorney in accordance with San Diego Charter Section 40. Any Union that fails to sign the PLA prior to approval by the City Attorney

shall not be a party to the PLA or covered by the terms of the Agreement. The PLA shall continue in full force and effect for a term of seven (7) years after the effective date.

- (b) Application to Covered Projects. The PLA will apply only to Covered Contracts for Covered Projects for which the bid advertisement date for the Covered Contract is between July 1, 2024 and seven (7) years from the effective date of the PLA, and it will continue in effect with regard to each Covered Project until all Covered Work under a Covered Contract is completed and accepted by the City, under procedures described in Section 21.2 below. The PLA shall be included in all Covered Contracts or Covered Professional Services Agreements under which Covered Work may be performed.
- (c) Extension. Either the City or the Council may provide written notice to the other not less than nine (9) months prior to the expiration of the PLA of its interest in extending the term of the PLA. Failure to provide such notice nine (9) months prior shall not preclude either the City or the Council from negotiating to extend the term of the PLA, but may impact the ability of the City Council to approve an extension prior to this PLA's expiration. Subject to adoption by the City Council and execution by the Council, the terms and conditions set forth under the PLA may not exceed five (5) years, unless approved by City ordinance. Absent mutual agreement on the extension as described above, the PLA shall expire.

**Section 21.2 Turnover and Final Acceptance of Completed Work.**

- (a) Construction of any phase, portion, section, or segment of Covered Projects shall be deemed complete when such phase, portion, section or segment has been turned over to the City by the Prime Contractor and the City has accepted such phase, portion, section, or segment. As areas and systems of the Covered Project are inspected and construction-tested and/or approved and accepted by the City or third parties on behalf of the City, the PLA shall have no further force or effect on such items or areas, except when the Contractor is directed by the City to engage in repairs or modifications required by its Covered Contract(s) with the City.
- (b) Notice of each final acceptance received by the Contractor will be provided to the Council with the description of what portion, segment, etc. has been accepted. Final acceptance may be subject to a "punch" list, and in such case, the PLA will continue to apply to each such item on the list until it is completed to the satisfaction of the City and Notice of Acceptance is given by the City or its representative to the Prime Contractor.



**Section 21.3** Continuation of Master Agreements. A Master Agreement shall continue in full force and effect with regard to Covered Work as set forth in Section 3.5, until the Master Agreement is modified by parties thereto.

In such case, Contractors and Unions agree to recognize and implement all applicable changes on their effective dates as set forth in the modified Master Agreement, except as otherwise provided by this PLA; provided, however, that any such provisions negotiated in said Master Agreements will not apply to work covered by this PLA if such provisions are less favorable to the Contractor performing Covered Work than those uniformly required of Contractors for construction work normally covered by those agreements; nor shall any provision be recognized or applied if it may be construed to apply exclusively or predominantly to work covered by this PLA. Any disagreement between any Party and Contractor over application of a modified term of a Master Agreement shall be resolved under the procedures established in Article 10.

**Section 21.4** Final Termination. Final termination of all obligations, rights, and liabilities, and disagreements shall occur upon receipt by the Council of a Notice from the City saying that no work remains within the scope of the PLA.

## **ARTICLE 22**

### **WORK OPPORTUNITIES PROGRAM**

**Section 22.1** The magnitude, duration, and complexity of the Covered Projects will require large numbers of skilled craft personnel and create significant economic opportunities for Local Workers and Targeted Workers. It is therefore the understanding and intention of the Parties to use the opportunities provided by the extensive amount of work to collaborate and implement programs and procedures, which may include, for example, North America's Building Trades Unions Multi-Craft Core Curriculum (MC3) Apprenticeship Readiness Programs, to prepare persons, especially Local Workers and Targeted Workers, for entrance into Apprenticeship Programs to begin or continue their construction careers on Covered Projects and future projects. With assistance from the Project Labor Coordinator, the Contractors, the Unions and their affiliated regional and national organizations will work jointly to promptly develop and implement procedures for the identification of craft needs, the scheduling of work to facilitate the utilization of available craft workers, and the securing of services of craft workers in sufficient numbers to meet the high demands of the Covered Projects to be undertaken.

**Section 22.2** The Parties support the development of increased numbers of skilled construction workers who are Local Workers and Targeted Workers to meet the labor needs of Covered Projects. Towards that end, the Parties, together with the Project Labor Coordinator, agree to develop and implement a work

opportunities program for Local Workers and Targeted Workers to maximize construction career opportunities and create a construction career pipeline to becoming employed on Covered Projects. In furtherance of the foregoing, the Council and Unions specifically agree to work with the Project Labor Coordinator to:

- (a) Collaborate with existing or newly created MC3 apprenticeship readiness programs in San Diego County to offer opportunities for Local Workers and Targeted Workers, including students, to enroll in free short-term construction apprenticeship readiness training to prepare them to enter into Apprenticeship Programs and become employed by a Contractor on Covered Projects. The Project Labor Coordinator, with the assistance of the Parties, will assist with the recruitment, career placement, and tracking of such Local Workers and Targeted Workers who graduate from these apprenticeship readiness programs; and
- (b) The Parties will cooperate and collaborate with the Project Labor Coordinator to conduct outreach to and include Local Workers and Targeted Workers from traditionally underrepresented segments of the local population in the construction craft workforce for Covered Projects; and
- (c) The Project Labor Coordinator, with input from the Council, shall produce detailed annual reports to measure and report the outcomes of the policies, requirements, and programs established in this PLA, including the achievement of Local Worker employment participation on Covered Projects; and
- (d) The Unions will partner with the Contractors and Project Labor Coordinator to conduct outreach and recruitment activities by establishing or continuing to maintain existing centers, programs, and events to facilitate the entry of Local Workers and Targeted Workers into the building and construction trades. These programs shall serve as a resource for preliminary orientation, assessment of construction aptitude, referral to MC3 apprenticeship readiness programs or Apprenticeship Programs, referral to hiring halls, and provide tailored orientation and mentoring for women; and
- (e) The Unions shall assist Local Workers with contacting the Apprenticeship Programs for the crafts and trades they are interested in. The Unions shall assist Local Workers who are seeking employment on the Covered Project and provide opportunities for Union membership by assessing their work experience and giving them credit for provable past experience in their relevant craft or trade, including experience gained working for non-Union Contractors. The Unions shall put on their rolls qualified bona fide Local Workers for employment on the Covered Project.

- (f) Jobs Coordinator. Each Contractor shall utilize the Jobs Coordinator retained by the Prime Contractor to assist with achieving and exceeding the Local Worker goals set forth in Section 4.5 of this PLA. In addition, each Contractor shall utilize the Jobs Coordinator to assist the Contractor in fulfilling its work opportunities program and “Helmets to Hardhats” goals described herein.

The City may elect to develop and implement a Jobs Coordinator program with input from the Council that will include a pre-qualification process, selection guidelines and accountability measures to ensure the Jobs Coordinators are qualified and capable of performing the Jobs Coordinator function in accordance with the intent of the PLA. Alternatively, the City may direct the Prime Contractor to develop and implement such a program. Regardless of which entity develops and implement the program, the City shall have the right to remove Jobs Coordinators from the pre-qualification list, in which case such individuals or entities shall not be eligible for further selection by Prime Contractors.

**Section 22.3** Joint Subcommittee on Work Opportunities. To carry out the intent and purpose of the work opportunities program, a joint subcommittee under the PLA shall be established, jointly chaired by a designee of the City and a designee of the Council, to oversee the effective development and implementation of the programs and policies described herein, and to work with representatives of each Union’s Apprenticeship Program and representatives of the MC3 Apprenticeship Readiness Programs to maximize employment opportunities for Local Workers and Targeted Workers who reflect the diversity of the communities surrounding each Covered Project, and who may not be previously qualified for the construction career opportunities created by the Covered Projects. The joint subcommittee will meet at least quarterly to promptly facilitate its purposes in an expeditious manner as soon as this PLA becomes effective. All Unions and Prime Contractors working on active Covered Projects may be invited to attend the joint subcommittee meetings, and the joint chairs, at their discretion, may invite other community partners to attend the committee meetings. The Project Labor Coordinator will assist with the scheduling and facilitation of the joint subcommittee meetings.

## **ARTICLE 23**

### **HELMETS TO HARDHATS**


**Section 23.1** Veterans Entry into Building and Construction Trades. The Parties recognize a desire to facilitate the entry into the building and construction trades of Veterans who are interested in careers in the building and construction industry. The Contractors and Unions agree to utilize the

services of the Center for Military Recruitment, Assessment and Veterans Employment (hereinafter "Center") and the Center's "Helmets to Hardhats" program to serve as a resource for preliminary orientation, assessment, and construction aptitude, referral to Apprenticeship Programs or hiring halls, counseling and mentoring, support network, employment opportunities, and other needs as identified by the Parties.

**Section 23.2** Integrated Database. The Unions and Contractors agree to coordinate with the Center to create and maintain an integrated database of Veterans interested in working on a Covered Project and of apprenticeship and employment opportunities for a Covered Project. The Project Labor Coordinator may assist the Contractors and Unions with scheduling opportunities for outreach, recruitment, interviews, assessment and commencing with an Apprenticeship Program's application and entrance process. The Contractors and Unions agree to engage and participate in such opportunities.

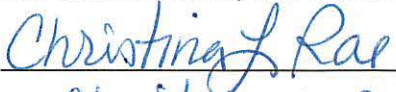
In witness whereof, the Parties have caused this Project Labor Agreement for the City to be executed as of the date and year stated below.

**CITY OF SAN DIEGO**

By:   
Name: Todd Gloria  
Title: Mayor  
Dated: July 1, 2024

**APPROVED AS TO FORM**

**MARA W. ELLIOTT, CITY ATTORNEY**

By:  for Bonny Hsu  
Name: Christina L. Rae  
Title: Deputy City Attorney  
Dated: July 1, 2024

**SAN DIEGO BUILDING AND CONSTRUCTION TRADES COUNCIL**

By: Carol Kim  
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Name: Carol Kim

Title: Business Manager

Dated: June 25, 2024

**SIGNATORY UNIONS**  
(See Attached)

SIGNATORY UNIONS

DocuSigned by:  
By: Michael Patterson  
Allied Workers Local 5

DocuSigned by:  
By: Luis Miramontes  
Boilermakers Local 92

DocuSigned by:  
By: Chris Brisson  
Brooklyn & Allied Crafts Local 4

DocuSigned by:  
By: Jack Alvarado  
Cement Masons Local 500 / Area 744

DocuSigned by:  
By: [Signature]  
Electrical Workers Local 569

DocuSigned by:  
By: [Signature]  
Elevator Constructors Local 18

DocuSigned by:  
By: Ernesto Toscano  
Painters & Allied Trades District Council 36

DocuSigned by:  
By: Beau Coleman  
Iron Workers Local 229

DocuSigned by:  
By: [Signature]  
Laborers Local 89

DocuSigned by:  
By: Christian Betancourt  
Plasterers Local 200

DocuSigned by:  
By: Jose Sanchez  
Plaster Tenders Local 1414

DocuSigned by:  
By: [Signature]  
Operating Engineers Local 12

DocuSigned by:  
By: Steve Bringer  
Plumbers & Pipefitters Local 230

DocuSigned by:  
By: [Signature]  
Operating Engineers Local 12

DocuSigned by:  
By: Paul Colmenero  
Roofers & Waterproofers Local 45

DocuSigned by:  
By: [Signature]  
Operating Engineers Local 12

DocuSigned by:  
By: [Signature]  
Laborers Local 1184

DocuSigned by:  
By: Dave Gauthier  
Sheet Metal Workers' Local 206

DocuSigned by:  
By: Ed learn  
Laborers Local 345

DocuSigned by:  
By: Jose Estrada  
Teamsters Local 166

DocuSigned by:  
By: Ricardo Perez  
UA Local 345

DocuSigned by:  
By: SERGIO RASCON  
Laborers Local 300

DocuSigned by:  
By: Todd Barry on behalf of B.M. Robert Cooper, Jr  
Road Sprinkler Fitters Local 669

DocuSigned by:  
By: Jon Preciado  
Southern California District Council of Laborers

DocuSigned by:  
By: Doug Hick  
Southwest Regional Council of Carpenters

DocuSigned by:  
By: Victor Torres  
Teamsters Local 481

SIGNATORY UNIONS

DocuSigned by:  
By: Michael Patterson  
Allied Workers Local 5

DocuSigned by:  
By: Luis Miramontes  
Boilermakers Local 92

DocuSigned by:  
By: Chris Brisson  
Bricklayers & Allied Crafts Local 4

DocuSigned by:  
By: Jack Alvarado  
Cement Masons Local 500 / Area 744

DocuSigned by:  
By: [Signature]  
Electrical Workers Local 569

By: \_\_\_\_\_  
Elevator Constructors Local 18

By: \_\_\_\_\_  
Painters & Allied Trades District Council 36

DocuSigned by:  
By: Beau Coleman  
Iron Workers Local 229

By: Valentine R. Macedo  
Laborers Local 89

DocuSigned by:  
By: Christian Betancourt  
Plasterers Local 200

DocuSigned by:  
By: Jose Sanchez  
Plaster Tenders Local 1414

By: \_\_\_\_\_  
Operating Engineers Local 12

DocuSigned by:  
By: Steve Beringer  
Plumbers & Pipefitters Local 230

By: \_\_\_\_\_  
Operating Engineers Local 12

DocuSigned by:  
By: Paul Colmenero  
Roofers & Waterproofers Local 45

By: \_\_\_\_\_  
Operating Engineers Local 12

By: \_\_\_\_\_  
Laborers Local 1184

DocuSigned by:  
By: Dave Gauthier  
Sheet Metal Workers' Local 206

DocuSigned by:  
By: Ed Iann  
Laborers Local 345

DocuSigned by:  
By: Jose Estrada  
Teamsters Local 166

DocuSigned by:  
By: Ricardo Perez  
UA Local 345

DocuSigned by:  
By: SERGIO RASCON  
Laborers Local 300

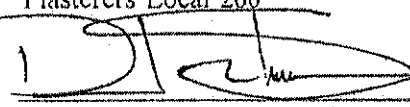
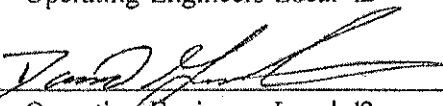
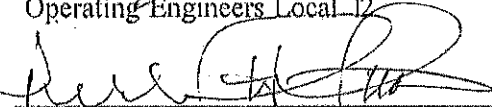
DocuSigned by:  
By: Todd Barry on behalf of B.M. Robert Cooper, Jr.  
Road Sprinkler Fitters Local 669

DocuSigned by:  
By: Jon Preciado  
Southern California District Council of Laborers

By: \_\_\_\_\_  
Southwest Regional Council of Carpenters

DocuSigned by:  
By: Victor Torres  
Teamsters Local 481

SIGNATORY UNIONS

By: _____ Allied Workers Local 5	By: _____ Boilermakers Local 92
By: _____ Bricklayer & Allied Crafts Local 4	By: _____ Cement Masons Local 500 / Area 744
By: _____ Electrical Workers Local 569	By: _____ Elevator Constructors Local 18
By: _____ Painters & Allied Trades District Council 36	By: _____ Iron Workers Local 229
By: _____ Laborers Local 89	By: _____ Plasterers Local 200
By: _____ Plaster Tenders Local 1414	By:  Operating Engineers Local 12
By: _____ Plumbers & Pipefitters Local 230	By:  Operating Engineers Local 12
By: _____ Roofers & Waterproofers Local 45	By:  Operating Engineers Local 12
By: _____ Laborers Local 1184	By: _____ Sheet Metal Workers' Local 206
By: _____ Laborers Local 345	By: _____ Teamsters Local 166
By: _____ UA Local 345	By: _____ Laborers Local 300
By: _____ Road Sprinkler Fitters Local 669	By: _____ Southern California District Council of Laborers
By: _____ Southwest Regional Council of Carpenters	By: _____ Teamsters Local 481



## **ATTACHMENT A – CONSTRUCTION PROJECTS NOT PROCURED BY THE CITY**

The following construction projects that are not procured by the City shall be considered Covered Projects for the purposes of this Agreement if the bid advertisement for these projects occurs during the effective dates pursuant to Section 21.1:

1. Phase III - Convention Center Expansion;
2. Phase I - Ocean Beach Pier Replacement;
3. New City Administration Building;
4. San Diego Fire Training Facility; and
5. Resource Recovery Facility at the Miramar Landfill

\* In the event that the parties to the Project Labor Agreement for Construction of Pure Water Program Phase I Projects (Pure Water PLA), dated June 16, 2020, amend that agreement such that the terms of this PLA cover and apply to Pure Water Phase II projects, the terms and conditions under this PLA shall apply so long as a bid for the covered project or project work has not yet been advertised.

The City Council may elect to, by resolution, add other construction projects, not otherwise covered by this PLA, for coverage as Covered Projects.

---

**ATTACHMENT B – LETTER OF ASSENT**

To be signed by all Contractors awarded work covered by the Project Labor Agreement prior to commencing work.

**[CONTRACTOR'S LETTERHEAD]**

DATE

Project Labor Coordinator

Address

Address

Address

Attention: \_\_\_\_\_

**Re: City of San Diego Project Labor Agreement**

To Whom It May Concern:

This is to confirm **[Name of Company]** agrees to be bound by the City of San Diego's Project Labor Agreement ("PLA"), as such Agreement may from time to time be amended by the Parties or interpreted pursuant to its terms. Such obligation to be bound by the PLA shall extend to all work covered by the PLA undertaken by this Company on the Covered Project pursuant to **[Insert City Contract No. \_\_\_\_\_ and Name of Covered Project]**, and this Company shall require all of its subcontractors of whatever tier to be similarly bound for all work within the scope of the PLA by signing and furnishing to you an identical Letter of Assent prior to their commencement of work.

Sincerely,

**[Name of Construction Company]**

By:

**[Name and Title of Authorized Executive]**

**[Copies of this Letter must be submitted to the Project Labor Coordinator and to the Council consistent with Article 3, Section 3.3(b)]**

**ATTACHMENT C-1 – WORKFORCE DISPATCH REQUEST FORM**

City of San Diego Project Labor Agreement

The City of San Diego Project Labor Agreement (“PLA”) establishes a goal of at least thirty percent (30%) of the total craft hours on each Covered Project being performed by Local Workers. The City PLA also establishes a goal of at least ten percent (10%) of the total craft hours on each Covered Project being performed by Targeted Workers. The Unions and Contractors agree that Local Workers shall be first referred for Covered Projects when requested through use of this Workforce Dispatch Request Form.

**C O N T R A C T O R   U S E   O N L Y**

Please complete and fax/email this form to the applicable union to request craft workers that fulfill the hiring requirements for this project. After faxing/emailing your request, please call the local union to verify receipt and substantiate their capacity to furnish workers as specified below. Please print and retain copies of your fax or email transmission for your records.

<b>TO:</b>	Local Union and #	
	Email/Fax	
	Phone	
<b>CC:</b>	Project Labor Coordinator	
	Email/Fax	
<b>FROM:</b>	Contractor	
	Issued by	
	Email/Fax	
	Phone	

**UNION CRAFT WORKER REQUEST**

Craft Classification	Journeyman or Apprentice	Local Worker and/or Veteran	No. of Workers
	<input type="checkbox"/> JM <input type="checkbox"/> APP	*	
	<input type="checkbox"/> JM <input type="checkbox"/> APP	*	
	<input type="checkbox"/> JM <input type="checkbox"/> APP	*	
	<input type="checkbox"/> JM <input type="checkbox"/> APP	*	
	<input type="checkbox"/> JM <input type="checkbox"/> APP	*	
<b>Total Number of Workers Requested:</b>			

**In accordance with the PLA, Article 4, Union Recognition and Employment, we are requesting the union:**

\* Please provide priority referral of Local Workers, based on zip code residence as described on the following page, or veteran status.

**WORKER REPORTING INSTRUCTIONS:**

<b>Reporting Date:</b>		<b>Reporting Time:</b>	
<b>Reporting To:</b>		<b>On Site Phone:</b>	
<b>Project Name:</b>			
<b>Project Location:</b>			
<b>Special Instructions:</b>			

# U N I O N   U S E   O N L Y

Please complete the "Union Use Only" section and fax or email both pages to the requesting Contractor and Project Labor Coordinator.

<b>Date Dispatch Received:</b>				
<b>Dispatch Received by:</b>				
<b>Date Worker(s) Dispatched:</b>				
Name:	JM or App	Veteran	Local Worker? *	Zip Code
	<input type="checkbox"/> JM <input checked="" type="checkbox"/> APP	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
	<input type="checkbox"/> JM <input type="checkbox"/> APP	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
	<input type="checkbox"/> JM <input type="checkbox"/> APP	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
	<input type="checkbox"/> JM <input type="checkbox"/> APP	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
	<input type="checkbox"/> JM <input type="checkbox"/> APP	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
	<input type="checkbox"/> JM <input type="checkbox"/> APP	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	

\* PLEASE NOTE: By marking the "No" box for either the "Veteran", "Local Worker", and "Targeted Worker" categories you are certifying, on behalf of the Union, that the Union has exhausted all reasonable efforts to locate and dispatch such Veteran, Local Worker, or Targeted Worker.

\*\* Please indicate number of the Targeted Worker category (a through k, as shown below). You may indicate multiple categories per worker.

A **Local Worker** is an individual who resides in a Disadvantaged Area or a Veteran residing anywhere. Below is a list of the Disadvantaged Area zip codes within the San Diego area.

91901	91902	91905	91906	91910	91911	91913	91914	91915	91916	91917
91910	91932	91934	91935	91941	91942	91945	91948	91950	91962	91963
91941	91978	91980	92003	92004	92007	92008	92009	92010	92011	92014
92004	92020	92021	92024	92025	92026	92027	92028	92029	92036	92037
92025	92054	92055	92056	92057	92058	92059	92060	92061	92064	92065
92057	92067	92069	92070	92071	92075	92078	92081	92082	92083	92084
92071	92091	92093	92096	92101	92102	92103	92104	92105	92106	92107
92101	92109	92110	92111	92113	92114	92115	92116	92117	92118	92119
92113	92121	92122	92123	92124	92126	92127	92128	92129	92130	92131
92124	92135	92136	92139	92140	92145	92154	92155	92161	92173	92182
92140	92536	92672								

**ATTACHMENT C-2 – CONTRACTOR CORE WORKFORCE FORM**

City of San Diego Project Labor Agreement

The City of San Diego's Project Labor Agreement Article 4, Section 4.6 requires Contractors who are not directly signatory to an applicable Master Agreement to provide a list of Core Employees to the Project Labor Coordinator and applicable Union, prior to performing Covered Work. After submitting the Core Employee list prior to commencing work, Contractors shall not make any changes or substitutions to the Core Employee list for the duration of the Covered Project except in cases where a Core Employee is injured or otherwise cannot work on the Covered Project due to factors beyond the Contractor's control. Failure to submit the Core Employee list prior to work commencing will prohibit the Contractor from using any Core Employees for 30 calendar days after the list is provided to the Project Labor Coordinator and applicable Union.

**C O N T R A C T O R   I N F O R M A T I O N**

<b>Covered Project Name:</b>			
<b>Contractor/Firm Name:</b>			
<b>Submitted by:</b>		<b>Date Submitted:</b>	
<b>Email:</b>		<b>Phone:</b>	

In accordance with the City of San Diego's Project Labor Agreement, Article 4, Section 4.6 (f), a Core Employee must meet all of the following requirements:

- a. Be either a journeyman or Apprentice;
- b. Be on Contractor's active payroll for at least sixty (60) of the last one-hundred-twenty (120) working days prior to being designated as a Core Employee; and
- c. Possess any license required by state or federal law for the Covered Projects to be performed.

Please see Article 4.6 of the Project Labor Agreement for additional information regarding use of Core Employees, including limits and order of referrals.

<b>CRAFT / TRADE</b>	<b>EMPLOYEE NAME</b>	<b>LAST 4 SSN</b>	<b>HIRE DATE</b>	<b>DATE LAST EMPLOYED</b>

**Please use additional sheets as necessary.**

## **ATTACHMENT D – DRUG AND ALCOHOL TESTING POLICY**

The Parties recognize the problems that drug and alcohol abuse have created in the construction industry and the need to develop drug and alcohol abuse prevention programs. Accordingly, the Parties agree that in order to enhance the safety of the workplace and to maintain a drug and alcohol-free work environment, individual Contractors shall require applicants or employees to undergo drug and alcohol testing in accordance with this PLA and this policy, Attachment D – Drug and Alcohol Testing Policy, hereafter “PLA Drug Policy” and City Council Policy No. 100-17, “Drug-Free Workplace/City Contractors,” Attachment E. To the extent there is any conflict between the terms set forth in the PLA Drug Policy and in the City Council Policy No. 100-17, the terms set forth in City Council Policy No. 100-17 shall prevail and apply.

1. It is understood that the use, possession, transfer, or sale of illegal drugs, narcotics, or other unlawful substances, as well as being under the influence of alcohol and the possession of or consuming alcohol is absolutely prohibited while employees are on the Contractor’s job premises or while working on any jobsite in connection with work performed under the PLA.
2. No Contractor may implement a drug and alcohol testing program that does not conform in all respects to the provisions of this Policy.
3. No Contractor may implement drug and alcohol testing at any jobsite unless written notice is given to the Union setting forth the location of the jobsite, a description of the project under construction, and the name and telephone number of the Prime Contractor's project manager. Said notice shall be provided at the pre-job conferences for each Covered Project. Failure to give such notice shall make any drug and alcohol testing engaged in by the Contractor a violation of the Agreement and subject to the Article 10 grievance procedure.
4. A Contractor who elects to implement drug and alcohol testing pursuant to this Policy shall require all craft employees on the Covered Project to be tested. With respect to individuals who become employed on the Covered Project subsequent to the proper implementation of a valid drug and alcohol testing program, such test shall be administered upon the commencement of employment on the project, whether by referral from a Union Dispatch Office, transfer from another project, or another method. Individuals who were employed on the project prior to proper implementation of a valid drug and alcohol testing program may only be subjected to testing for the reasons set forth in paragraphs 5(g)(1) through 5(g)(3) and paragraphs 6(a) through 6(e) of this Policy. Refusal to undergo such testing shall be considered sufficient grounds to deny employment on the project.
5. The following procedure shall apply to all drug and alcohol testing:
  - a. The Contractor may request urine samples only. The applicant or employee shall not be observed when the urine specimen is given. An applicant or employee, at his or her sole option, shall, upon request, receive a blood test in lieu of a urine test. No employee of the Contractor shall draw blood from a bargaining unit employee, touch or handle urine specimens, or in any way become involved in the chain of custody of urine or blood specimens. A Union Business Representative, subject to the approval of the individual applicant or employee, shall be permitted to accompany the applicant or employee to the collection facility to observe the collection, bottling, and sealing of the specimen.

- b. A Contractor may request an applicant or employee promptly, within four (4) hours of the Contractor's request, perform an alcohol breathalyzer test at a certified laboratory only, and cutoff levels shall be those mandated by applicable state or federal law.
- c. The testing shall be done by a laboratory approved by the Substance Abuse & Mental Health Services Administration (SAMHSA), which is chosen by the Contractor and the Union.
- d. An initial test shall be performed using the Enzyme Multiplied Immunoassay Technique (EMIT). In the event a question or positive result arises from the initial test, a confirmation test must be utilized before action can be taken against the applicant or employee. The confirmation test will be by Gas Chromatography/Mass Spectrometry (GC/MS). Cutoff levels for both the initial test and confirmation test will be those established by SAMHSA and this Policy. Should these SAMHSA levels be changed during the course of the PLA or new testing procedures are approved, then these new regulations will be deemed as part of this existing PLA. Confirmed positive samples will be retained by the testing laboratory in secured long-term frozen storage for a minimum of one (1) year. Handling and transportation of each sample must be documented through strict chain-of-custody procedures.
- e. In the event of a confirmed positive test result, the applicant or employee may request, within forty-eight (48) hours, a sample of his/her specimen from the testing laboratory for purposes of a second test to be performed at a second laboratory, designated by the Union and approved by SAMHSA. The retest must be performed within ten (10) days of the request. Chain of custody for this sample shall be maintained by the Contractor between the original testing laboratory and the Union's designated laboratory. Retesting shall be performed at the applicant's or employee's expense. In the event of conflicting test results, the Contractor may require a third test, at the Contractor's expense.
- f. If, as a result of the above testing procedure, it is determined that an applicant or employee has tested positive, this shall be considered sufficient grounds to deny the applicant or employee his/her employment on the project.
- g. No individual who tests negative for drugs and alcohol pursuant to the above procedure and becomes employed on the project shall again be subjected to drug and alcohol testing with the following exceptions:
  - 1) Employees who are involved in industrial accidents resulting in damage to plant, property, or equipment or injury to him/her or others may be tested for drugs or alcohol pursuant to the procedures stated hereinabove.
  - 2) The Contractor may test employees following thirty (30) days' advance written notice to the employee(s) to be tested and to the applicable Union. Notice to the applicable Union shall be sent by certified mail to the affected Union with a copy to the Project Labor Coordinator. Such testing shall be pursuant to the procedures stated hereinabove.
  - 3) The Contractor may test an employee where the Contractor has reasonable cause to believe that the employee is impaired from performing his/her job. Reasonable cause shall be defined as being aberrant or unusual behavior, the type of which is a recognized and accepted symptom of impairment (e.g., slurred speech, unusual lack of muscular coordination). Such behavior must be actually observed by at least two (2) persons, one (1) of whom shall be a supervisor who has been trained to recognize the symptoms of drug and alcohol abuse or impairment and the other of whom shall be the Job Steward. If the Job Steward is unavailable

or there is no Job Steward on the Covered Project, the other person shall be a member of the applicable Union's bargaining unit. Testing shall be pursuant to the procedures stated hereinabove. Employees who are tested pursuant to the exceptions set forth in this paragraph and who test positive will be removed from the Contractor's payroll.

- h. Applicants or employees who do not test positive shall be paid for all time lost while undergoing drug and alcohol testing. Payment shall be at the applicable wage and benefit rates set forth in the applicable Union's Master Labor Agreement. Applicants who have been dispatched from the Union and who are not put to work pending the results of a test will be paid waiting time until such time as they are put to work. It is understood that an applicant must pass the test as a condition of employment. Applicants who are put to work pending the results of a test will be considered probationary employees.
6. The Contractors will be allowed to conduct periodic jobsite drug and alcohol testing on the Project under the following conditions:
  - a. The entire jobsite must be tested, including any employee or subcontractor's employee who worked on that project three (3) working days before or after the date of the test;
  - b. Jobsite testing cannot commence sooner than fifteen (15) days after start of the work on the project;
  - c. Prior to start of periodic testing, a Business Representative will be allowed to conduct an educational period on company time to explain periodic jobsite testing program to affected employees;
  - d. Testing shall be conducted by an SAMHSA-certified laboratory, pursuant to the provisions set forth in paragraph 5 hereinabove.
  - e. Only two (2) periodic tests may be performed in a twelve (12)-month period.
7. It is understood that the unsafe use of prescribed medication, or where the use of prescribed medication impairs the employee's ability to perform work, is a basis for the Contractor to remove the employee from the jobsite.
8. Any grievance or dispute that may arise out of the application of this Policy shall be subject to the grievance and arbitration procedures set forth in the PLA.
9. The establishment or operation of this Policy shall not curtail any right of any employee found in any law, rule, or regulation. Should any part of this Policy be found unlawful by a court of competent jurisdiction or a public agency having jurisdiction over the Parties, the remaining portions of the Agreement shall be unaffected, and the Parties shall enter negotiations to replace the affected provision.
10. Present employees, if tested positive, shall have the prerogative for rehabilitation program at the employee's expense. When such program has been successfully completed, the Contractor shall not discriminate in any way against the employee. If work for which the employee is qualified exists, he/she may be reinstated.



11. The Contractor agrees that results of urine and blood tests performed hereunder will be considered medical records held confidential to the extent permitted or required by law. Such records shall not be released to any persons or entities other than designated Contractor representatives and the applicable Union. Such release to the applicable Union shall only be allowed upon the signing of a written release by the employee, and the information contained therein shall not be used to discourage the employment of the individual applicant or employee on any subsequent occasion.
12. Employees who seek voluntary assistance for substance abuse may not be disciplined for seeking such assistance. Requests from employees for such assistance shall remain confidential and shall not be revealed to other employees or management personnel without the employee's consent. Employees enrolled in substance abuse programs will be subject to all Contractor rules, regulations, and job performance standards with the understanding that an employee enrolled in such a program is receiving treatment for an illness.
13. The Contractor shall indemnify and hold the Union harmless against any and all claims, demands, suits, or liabilities that may arise out of the application of this Policy.
14. This Policy shall constitute the only Policy in effect between the Parties concerning drug and alcohol abuse, prevention, and testing. Any modifications thereto must be accomplished pursuant to collective bargaining negotiations between the Parties.

## SPECIMEN REPORTING CRITERIA

Initial Test Analyte	Initial Test Cutoff <sup>1</sup>	Confirmatory Test Analyte	Confirmatory Test Cutoff Concentration
Marijuana metabolites (THCA) <sup>2</sup>	50 ng/ml <sup>3</sup>	THCA	15 ng/ml
Cocaine metabolite (Benzoylecgonine)	150 ng/ml <sup>3</sup>	Benzoylecgonine	100 ng/ml
Codeine/ Morphine	2000 ng/ml	Codeine Morphine	2000 ng/ml 2000 ng/ml
Hydrocodone/ Hydromorphone	300 ng/ml	Hydrocodone Hydromorphone	100 ng/ml 100 ng/ml
Alcohol	0.02%	Ethanol	0.02%
Oxycodone/ Oxymorphone	100 ng/ml	Oxycodone Oxymorphone	100 ng/ml 100 ng/ml
6-Acetylmorphine	10 ng/ml	6-Acetylmorphine	10 ng/ml
Phencyclidine	25 ng/ml	Phencyclidine	25 ng/ml
Amphetamine/ Methamphetamine	500 ng/ml	Amphetamine Methamphetamine	250 ng/ml 250 ng/ml
MDMA <sup>4</sup> /MDA <sup>5</sup>	500 ng/ml	MDMA MDA	250 ng/ml 250 ng/ml
Initial Test Analyte	Initial Test Cutoff	Confirmatory Test Analyte	Confirmatory Test Cutoff Concentration
Barbiturates	300 ng/ml	Barbiturates	200 ng/ml
Benzodiazepines	300 ng/ml	Benzodiazepines	300 ng/ml
Methadone <sup>6</sup>	300 ng/ml	Methadone	100 ng/ml
Methaqualone	300 ng/ml	Methaqualone	300 ng/ml
Propoxyphene	300 ng/ml	Propoxyphene	100 ng/ml

<sup>1</sup> For grouped analytes (i.e., two or more analytes that are in the same drug class and have the same initial test cutoff):

**Immunoassay:** The test must be calibrated with one analyte from the group identified as the target analyte. The cross-reactivity of the immunoassay to the other analyte(s) within the group must be 80 percent or greater; if not, separate immunoassays must be used for the analytes within the group.

**Alternate technology:** Either one analyte or all analytes from the group must be used for calibration, depending on the technology. At least one analyte within the group must have a concentration equal to or greater than the initial test cutoff or, alternatively, the sum of the analytes present (i.e., equal to or greater than the laboratory's validated limit of quantification) must be equal to or greater than the initial test cutoff.

<sup>2</sup> An immunoassay must be calibrated with the target analyte, 9-tetrahydrocannabinol-9-carboxylic acid (THCA).

<sup>3</sup> **Alternate technology (THCA and benzoylecgonine):** The confirmatory test cutoff must be used for an alternate technology initial test that is specific for the target analyte (i.e., 15 ng/ml for THCA, 100 ng/ml for benzoylecgonine).

<sup>4</sup> Methylendioxyamphetamine (MDMA)

<sup>5</sup> Methylendioxyamphetamine (MDA)

<sup>6</sup> Employees with a prescription for methadone who are using the medication as prescribed, and are not impaired and can safely perform their work, will not be considered to have violated this Policy.

**MEMORANDUM OF UNDERSTANDING REGARDING  
"QUICK" DRUG SCREENING TESTS PURSUANT TO  
ATTACHMENT D – DRUG AND ALCOHOL TESTING POLICY**

It is hereby agreed between the Parties hereto that a Contractor who has otherwise properly implemented drug and alcohol testing, as set forth in the Policy, shall have the right to offer an applicant or employee a "quick" drug screening test. This "quick" screen test shall consist either of the "ICUP" urine screen or similar test or an oral screen test. The applicant or employee shall have the absolute right to select either of the two "quick" screen tests, or to reject both and request a full drug test.

An applicant or employee who selects one of the "quick" screen tests, and who passes the test, shall be put to work immediately. An applicant or employee who fails the "quick" screen test, or who rejects the "quick" screen tests, shall be tested pursuant to the procedures set forth in the Policy. The sample used for the "quick" screen test shall be discarded immediately upon conclusion of the test. An applicant or employee shall not be deprived of any rights granted to them by the Policy as a result of any occurrence related to the "quick" screen test.

**ATTACHMENT E – CITY COUNCIL POLICY NO. 100-17**

**“DRUG-FREE WORKPLACE/CITY CONTRACTORS”**

CITY OF SAN DIEGO, CALIFORNIA

**COUNCIL POLICY**

CURRENT

SUBJECT: DRUG-FREE WORKPLACE/CITY CONTRACTORS  
POLICY NO.: 100-17  
EFFECTIVE DATE: May 20, 1991

**BACKGROUND:**

The issue of substance abuse, the misuse of both legal and illegal drugs, has been identified as a major problem. It is well documented that substance abuse in the workplace can negatively impact employee performance, worker safety and the safety of the general public.

**PURPOSE:**

It is the intent of the City Council that the City of San Diego take a leadership role in addressing the issue of drug abuse in the workplace. It is the purpose of this policy to establish the requirement that all City construction contractors, consultants, grantees and providers of non-professional services agree to comply with this Drug-Free Workplace Policy.

**POLICY:**

**Section 1. Definitions**

- A. “Drug-free workplace” means a site for the performance of work done in connection with a contract let by City of San Diego for the construction, maintenance, or repair of any facility or public work by an entity at which employees of the entity are prohibited from engaging in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in accordance with the requirements of this section.
- B. “Employee” means the employee of a contractor directly engaged in the performance of work pursuant to a contract as described in Section 2.
- C. “Controlled substance” means a controlled substance in schedules I through V of Section 202 of the Controlled Substance Act (21 U.S.C. Sec. 812).
- D. “Contractor” means the department, division, or other unit of a person or organization responsible to the contractor for the performance of a portion of the work under the contract.

**Section 2. City Contractor Requirements**

- A. Every person or organization awarded a contract or grant by the City of San Diego for the provision of services shall certify to the City that it will provide a drug-free workplace by doing all of the following:
  - (1) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation,

possession, or use of a controlled substance is prohibited in the person's organization's workplace and specifying the actions that will be taken against employees for violations of the prohibition.

- (2) Establishing a drug-free awareness program to inform employees about all of the following:
    - (a) The dangers of drug abuse in the workplace.
    - (b) The person's or organization's policy of maintaining a drug-free workplace.
    - (c) Any available drug counseling, rehabilitation, and employee assistance programs.
    - (d) The penalties that may be imposed upon employees for drug abuse violations.
  - (3) Posting the statement required by subdivision (1) in a prominent place at contractors main office. For projects large enough to necessitate a construction trailer at the job site, the required signage would also be posted at the job site.
- B. Contractors shall include in each subcontract agreement language which indicates the subcontractor's agreement to abide by the provisions of subdivisions (1) through (3) inclusive of Section 2A. Contractors and subcontractors shall be individually responsible for their own drug-free workplace programs.

HISTORY:

Adopted by Resolution R-277952 05/20/1991

**APPENDIX A –**

**MEMORANDUM OF UNDERSTANDING #1**

**STARTUP AND COMMISSIONING**

The Parties and Contractors agree that work covered by this PLA on Covered Projects includes all onsite physical craft work that is part of startup and commissioning, including, but not limited to, system flushes and testing, loop checks, rework and modifications, and functional and operational testing up to and including the final running test. It is understood that the City's personnel and/or its representatives, together with the manufacturer's and/or vendor's representatives, and/or project operating personnel may supervise and direct the startup, commissioning, rework, and modification activity, and that the onsite physical craft work is typically performed as part of a joint effort with these representatives and personnel. A manufacturer or its representatives may perform industry standard startup and commissioning work to satisfy its guarantee or warranty on a piece of equipment, and such work will be exempt from the PLA to the extent the work is excluded by Section 3.2(g) and/or Section 3.2(h).

## **CERTIFICATIONS AND FORMS**

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

## **BIDDER'S GENERAL INFORMATION**

To the City of San Diego:

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

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



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

State of California

County of San Diego

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

## **CONTRACTOR CERTIFICATION**

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### **DRUG-FREE WORKPLACE**

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

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

## **CONTRACTOR CERTIFICATION**

---

### **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

---

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

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

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

## **CONTRACTOR CERTIFICATION**

---

### **PRODUCT ENDORSEMENT**

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



**AFFIDAVIT OF DISPOSAL**

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

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

**SLURRY SEAL GROUP 2521**

(Project Title)

as particularly described in said contract and identified as Bid No. **K-25-2342-DBB-3**; SAP No. (IO) **21005577**; 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

## JOBS COORDINATOR DESIGNATION FORM

**JOBS COORDINATOR.** A Jobs Coordinator is an independent third-party individual, entity or employee with whom the Prime Contractor enters into a contract or employs to assist the with achieving and exceeding the Local Worker goals set forth in the PLA, Article 4, Section 4.5, to assist with fulfilling the Work Opportunities Program as set forth in Article 22, and to assist with Helmets to Hardhats participation as set forth in Article 23. Each subcontractor, regardless of tier, shall utilize the Jobs Coordinator retained by the Prime Contractor, pursuant to the PLA, Article 22 Section 22.2 (f). The Prime Contractor must submit a Jobs Coordinator Designation Form prior to award of a contract.

List the applicable Jobs Coordinator information below.

<b>Legal Name and Full Street Address of Jobs Coordinator Firm</b>	<b>Name of Individual Acting as Jobs Coordinator</b>	<b>DBE Certification Number (if Applicable)</b>	<b>Amount of Work by Subcontractor in Dollars</b>

Bidder Signature: \_\_\_\_\_ Dated: \_\_\_\_\_

Disadvantaged Business Enterprise Credit: If the Jobs Coordinator is a certified DBE pursuant to the PLA, Article 22 prior to contract award, its work can be counted towards the DBE goal commitment and attainment. If utilizing the Jobs Coordinator for DBE credit, they must also be included on the List of Subcontractors form found in the Certification and Forms section of this Bid.

**JOBS COORDINATOR QUALIFICATIONS.** Jobs Coordinator qualifications may include, but are not limited to the following:

- A. 3 years' experience providing Jobs Coordinator services.
- B. Possess working relationships with the San Diego Building and Construction Trades Council, Veteran Worker organizations, and signatory craft councils and unions operating within Counties of San Diego by describing previous interactions, relationships, and partnerships with these parties/groups.
- C. Demonstrate that they possess experience with Targeted and/or Veteran Worker populations.
- D. Experience in working with services of the Center for Military Recruitment, Assessment and Veterans Employment and "Helmets to Hardhats" programs.

**JOBS COORDINATOR DESIGNATION FORM**  
**July 1, 2024**

**JOBS COORDINATOR RESPONSIBILITIES.** The Prime Contractor may require the selected Jobs Coordinator to perform a list of duties that include, but are not limited to, the following:

- A. Develop, create, design, and market specific programs to attract Local, Targeted and/or Veteran Workers for construction opportunities (e.g. handouts and fliers for "walk-ins" demonstrating program entrance procedures).
- B. Coordinate services for contractors to use in the recruitment of Local, Targeted and/or Veteran Workers.
- D. Conduct orientations, job fairs, and community outreach meetings in the local community.
- E. Screen and certify the Targeted and/or Veteran Workers status.
- F. Establish a referral and retention tracking mechanism for placed Local, Targeted and/or Veteran workers and apprentices.
- G. Network with the various work source centers, community organizations, and other non-profit entities that provide qualified Local, Targeted, and/or Veteran Workers.
- H. Coordinate with the various building trades crafts for referral and placement of Local, Targeted, and/or Veteran Workers.
- I. Maintain a database of pre-qualified Targeted and/or Veteran Workers for referral.
- J. Be the point of contact to provide information about available job opportunities on projects.
- K. Assist all subcontractors, regardless of tier, with their documentation efforts and other reports as it relates to their Local, Targeted and/or Veteran Worker hiring requirements.
- L. Work closely with the City, the building trades, and all contractors in achieving and/or exceeding the Local hiring goal.

**JOBS COORDINATOR DESIGNATION FORM**  
**July 1, 2024**

COMPANY LETTERHEAD

**CERTIFICATE OF COMPLIANCE**

**Materials and Workmanship Compliance**

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

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

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

**Material Description:**

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

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

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

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

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

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

**City of San Diego**

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

NOTICE OF MATERIALS TO BE USED

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

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

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

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

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

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

Distribution:

Supplier

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

\_\_\_\_\_  
Address

**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.**

Form AA35 List of Subcontractors

**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 <sup>①</sup>	WHERE CERTIFIED <sup>②</sup>
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.**

Form AA40 – Named Equipment/Material Supplier List

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

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

Slurry Seal Group 2521

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 21st. day of October, 2024

VSS International, Inc. (SEAL)  
(Principal)

Western Surety Company (SEAL)  
(Surety)

By: [Signature]  
(Signature)

By: [Signature]  
(Signature)  
Lucy M. Dunham, Attorney-in-Fact

**Jeff Roberts, Sr. Vice President**  
(SEAL AND NOTARIAL ACKNOWLEDGEMENT OF SURETY)

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

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

State of California )

County of Contra Costa )

On 10-21-2014 before me, Yvonne Roncagliolo, Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared Lucy M. Dunham  
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature [Signature]  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

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

Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

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

Signer's Name: Lucy M. Dunham

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

Signer Is Representing: \_\_\_\_\_

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

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

Signer Is Representing: \_\_\_\_\_

# Western Surety Company

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

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

**Charles R Shoemaker, Kathleen Earle, Kelly Holtemann, Mark M Munekawa, Nerissa S Bartolome, Joan DeLuca, Yvonne Roncagliolo, Thomas E Hughes, Patrick R Diebel, Karen Rhodes, Valerie Takeuchi, Erica Li, Christina Parsons, Zachary V Overbay, Andrew S Holloway, Rossio Polio, Lucy M Dunham, Christopher M Howell, Individually**

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

**- In Unlimited Amounts -**

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

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

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 16th day of August, 2024.



WESTERN SURETY COMPANY

Larry Kasten, Vice President

State of South Dakota }  
County of Minnehaha } ss

On this 16th day of August, 2024, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



M. Bent, Notary Public

### CERTIFICATE

I, Paula Kolsrud, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law and Resolutions of the corporation printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 21st day of October, 2024.



WESTERN SURETY COMPANY

Paula Kolsrud, Assistant Secretary

### Authorizing By-Laws and Resolutions

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

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

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

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

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

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

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

## 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 Yolo )

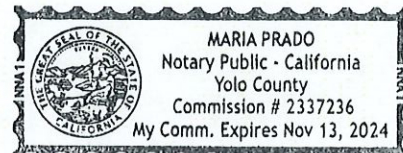
On October 21, 2024 before me, Maria Prado, Notary Public  
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature [Handwritten Signature] (Seal)



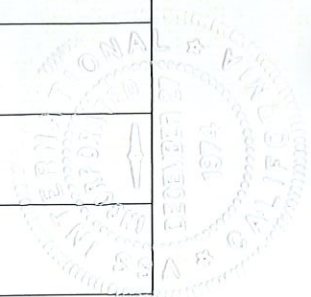
**CONTRACTOR'S CERTIFICATION OF PENDING ACTIONS**

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: VSS International, Inc.

Certified By Jeff Roberts Title Sr. Vice President

Name  
  
 Signature

Date 09/30/2024

**USE ADDITIONAL FORMS AS NECESSARY**

## Mandatory Disclosure of Business Interests Form

### BIDDER/PROPOSER INFORMATION

<b>Legal Name</b>		<b>DBA</b>	
VSS International, Inc.		N/A	
<b>Street Address</b>	<b>City</b>	<b>State</b>	<b>Zip</b>
3785 Channel Drive, West Sacramento	California		95691
<b>Contact Person, Title</b>		<b>Phone</b>	<b>Fax</b>
Jeff Roberts, Sr. Vice President		916-373-1500	916-373-0183

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.

<b>Name</b>	<b>Title/Position</b>
Reed Family Companies	Owner
<b>City and State of Residence</b>	<b>Employer (if different than Bidder/Proposer)</b>
Modesto, CA	Reed Family Companies
<b>Interest in the transaction</b>	

<b>Name</b>	<b>Title/Position</b>
Jeffrey Reed	President/ Owner
<b>City and State of Residence</b>	<b>Employer (if different than Bidder/Proposer)</b>
West Sacramento, CA	N/A
<b>Interest in the transaction</b>	
100%	

**\* 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.

Jeff Roberts, Sr. Vice President



09/30/2024

Print Name, Title

Signature

Date

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

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

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

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

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

NAME	TITLE
Jeffrey Reed	President
Jeff Roberts	Sr. Vice President
Jordan Reed	Secretary/ Treasurer
Matt Ferguson	VP of Construction

**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.

NONE
------

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: VSS International, Inc.

Certified By Jeff Roberts Title Sr. Vice President

Name  
  
 Signature

Date 09/30/2024

**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
Safe USA INC	Jacob Coplenas President
3 Sixty Innovation Inc. - Mike Muhsin	President - DOOR ID#187166(1049906(A,B) e:2/28/25 - 1000653706 e:6/30/25 )
Payco Specialties Inc - Rebecca Llewellyn	President DOOR# 2634(298637(C32,B) e:5/31/26 - 1000003515 e:6/30/25 )
Traffic Loops Crackfilling Inc - Mai Lan Nguyen	President DOOR#245463(652956(C10,C32) e:8/31/26 - 1000003794 e:6/30/25)

SUBCONTRACTOR                       SUPPLIER                       MANUFACTURER

NAME	TITLE

SUBCONTRACTOR                       SUPPLIER                       MANUFACTURER

NAME	TITLE
United Rock Products Corporation - (Aggregate) - Alma	Sales Mgr.

SUBCONTRACTOR                       SUPPLIER                       MANUFACTURER

NAME	TITLE
Chandler Aggregate/Coachella Valley(Corona)(Aggregate) Jerri Gilmore	Sales Manager
Superior Ready Mix Concrete LP - Chris Brouwer	VP
CDG Materials, Inc. - David O'Beck (Aggregate)	President
Western Emulsions, Inc. - Matt Conarroe	Regional Sales Manager

Contractor Name: VSS International, Inc.

Certified By Jeff Roberts Title Sr. Vice President

Name  
  
 Signature

Date 09/30/2024

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



# City of San Diego

CITY CONTACT: Abel Martinez, Contract Specialist, Email: [Martinezabel@sandiego.gov](mailto:Martinezabel@sandiego.gov)  
Phone No. (619) 533-5270

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## ADDENDUM A



**FOR**

## SLURRY SEAL GROUP 2521

BID NO.:	<u>K-25-2342-DBB-3</u>
SAP NO. (WBS/IO/CC):	<u>21005577</u>
CLIENT DEPARTMENT:	<u>2116</u>
COUNCIL DISTRICT:	<u>7, 9</u>
PROJECT TYPE:	<u>ID</u>

---

### **BID DUE DATE:**

**2:00 PM**  
**OCTOBER 30, 2024**

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

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

**ENGINEER OF WORK**

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

*M. McCormick*

For City Engineer

*10/3/2024*

Date

Seal:



## **A. CHANGES TO CONTRACT DOCUMENTS**

The following changes to the Contract Documents are hereby made effective as though originally issued with the bid package. Bidders are reminded that all previous requirements to this solicitation remain in full force and effect.

## **B. CLARIFICATIONS**

THIS CONTRACT WILL NOT BE SUBJECT TO PROJECT LABOR AGREEMENT. See updated Cover Page, page 5 included in this Addendum.

## **C. REQUIRED DOCUMENTS SCHEDULE DURING BIDDING AND AWARDING**

1. To Item 13, **PLA Forms**, page 5, **DELETE** in its entirety.

## **D. NOTICE INVITING BIDS**

1. To Section 7. **PROJECT LABOR AGREEMENT**, pages 6 and 7, **DELETE** in its entirety.

## **E. ATTACHMENTS**

1. To **ATTACHMENT H, PROJECT LABOR AGREEMENT**, pages 206 through 267, **DELETE** in their entirety.

## **F. SUPPLEMENTARY SPECIAL PROVISIONS**

1. To SECTION 5 – LEGAL RELATIONS AND RESPONSIBILITIES, Sub-section **5-3.3, Payroll Records**, pages 55 and 56, **DELETE** in its entirety.

## **G. CERTIFICATIONS AND FORMS**

1. To **JOBS COORDINATOR DESIGNATION FORM**, pages 279 through 280, **DELETE** in its entirety.

## **H. ADDITIONAL CHANGES**

1. The following are additional changes to the Line Items in the PlanetBids Tab:

For clarity where applicable, **ADDITIONS**, if any, have been **Underlined** and **DELETIONS**, if any, have been ~~Stricken out.~~

Section	Item Code	Description	UoM	Quantity	Payment Reference
Main Bid	237310	Adjust Existing Survey Monument to Grade	EA	<del>10</del> <b>29</b>	403-5
Main Bid	237310	Rubber Polymer Modified Slurry (RPMS) Type I	SF	<del>2410212.8288</del> <b><u>2410213</u></b>	302-4.12.4 302-17.11
Main Bid	237310	Rubber Polymer Modified Slurry (RPMS) Type II	SF	<del>2983972.89</del> <b><u>2983973</u></b>	302-4.12.4
Main Bid	237310	Rubber Polymer Modified Slurry (RPMS) Type III	SF	<del>642226.36</del> <b><u>642226</u></b>	302-4.12.4
Main Bid	237310	Cape Seal (PMRE Scrub Seal with Type II Slurry Seal)	SF	<del>1070535.5</del> <b><u>1070536</u></b>	302-17.11
Main Bid	237310	Edge Grind AC Pavement (<2)	LF	<del>58229.1824</del> <b><u>58229</u></b>	404-12

Rania Amen, Director  
Engineering & Capital Projects Department

Dated: *October 7, 2024*  
San Diego, California

RA/LA/yk

# City of San Diego

CONTRACTOR'S NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
TELEPHONE NO.: \_\_\_\_\_ FAX NO.: \_\_\_\_\_  
CITY CONTACT: Abel Martinez, Contract Specialist, Email: [Martinezabel@sandiego.gov](mailto:Martinezabel@sandiego.gov)  
Phone No. (619) 533-5270  
A. Vance / L. Arikat / Y. Kawai

## BIDDING DOCUMENTS



FOR

## SLURRY SEAL GROUP 2521

BID NO.: \_\_\_\_\_ **K-25-2342-DBB-3**  
SAP NO. (WBS/IO/CC): \_\_\_\_\_ **21005577**  
CLIENT DEPARTMENT: \_\_\_\_\_ **2116**  
COUNCIL DISTRICT: \_\_\_\_\_ **7, 9**  
PROJECT TYPE: \_\_\_\_\_ **ID**

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

- THE CITY'S SUBCONTRACTING PARTICIPATION REQUIREMENTS FOR SLBE PROGRAM
- PREVAILING WAGE RATES: STATE  FEDERAL
- APPRENTICESHIP
- THIS IS A GAS TAX FUNDED CONTRACT THROUGH THE DEPARTMENT OF CALIFORNIA TRANSPORTATION COMMISSION (CTC )

**BID DUE DATE:**

**2:00 PM  
OCTOBER 30, 2024**

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

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

## Bid Results

### Bidder Details

**Vendor Name** VSS International, Inc.  
**Address** 3785 Channel Drive  
West Sacramento, California 95691  
United States  
**Respondee** Jeff Roberts  
**Respondee Title** Senior Vice President  
**Phone** 916-373-1500  
**Email** vssiestimating@slurry.com  
**Vendor Type** CADIR  
**License #** 293727  
**CADIR** 1000001231

### Bid Detail

**Bid Format** Electronic  
**Submitted** 10/30/2024 1:04 PM (PDT)  
**Delivery Method**  
**Bid Responsive**  
**Bid Status** Submitted  
**Confirmation #** 401209

### Respondee Comment

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### Buyer Comment

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### Attachments

File Title	File Name	File Type
Contractors Cert of Pending Actions_2521_VSSI.pdf	Contractors Cert of Pending Actions_2521_VSSI.pdf	Contractors Certification of Pending Actions
Mandatory Disclosure of Business Interest_2521_VSSI.pdf	Mandatory Disclosure of Business Interest_2521_VSSI.pdf	Mandatory Disclosure of Business Interests
BID_ Debarment & Suspension Cert_2521_VSSI.pdf	BID_ Debarment & Suspension Cert_2521_VSSI.pdf	Prime Debarment & Suspension Form
SUBS_2521_VSSI.pdf	SUBS_2521_VSSI.pdf	Subcontractor Debarment & Suspension Form
BOND_2521_VSSI.pdf	BOND_2521_VSSI.pdf	Bid Bond

## Subcontractors

Showing 4 Subcontractors

Name & Address	Desc	License Num	CADIR	Amount	Type
3Sixty Innovation inc 8384 Hercules St La Mesa, California 91941	HMA, Utilities, Milling	1049906	1000653706	\$1,407,403.25	SDB, CADIR, ELBE, MALE, DTSe, Local
PAYNECO SPECIALTIES INCORPORATED 120 NORTH 2ND AVE CHULA VISTA, California 91910	Striping	298637	1000003515	\$552,100.00	DBE, Local
Safe Usa, Inc. 1030 N. Mountain Ave. #180 Ontario, California 91762	Crack Seal	874085	100000311	\$61,940.00	CADIR, MALE, WOSB, LAT, SDB
Traffic Loops Crackfilling, Inc. 946 S. Emerald Street Anaheim, California 92804	Electrical	652956	1000003794	\$36,630.00	

## Line Items

Discount Terms No Discount

Item #	Item Code	Type	Item Description	UOM	QTY	Unit Price	Line Total	Response	Comment
							\$4,720,120.00		
<b>Main Bid</b>									
1	237310		Raise Appurtenance to Grade (Water, Sewer)	EA	132	\$525.00	\$69,300.00	Yes	
2	237310		Adjust Existing Manhole Frame and Cover to Grade	EA	34	\$1,155.00	\$39,270.00	Yes	
3	237310		Survey Monument Lids	EA	2	\$315.00	\$630.00	Yes	
4	237310		Reconstruct Survey Monument Box	EA	2	\$840.00	\$1,680.00	Yes	
5	237310		Adjust Existing Survey Monument to Grade	EA	29	\$945.00	\$27,405.00	Yes	
6	237310		Crushed Miscellaneous Base	TON	1520	\$13.65	\$20,748.00	Yes	
7	238210		Traffic Detector Loop Replacement or Conduit Stub Installed	EA	64	\$577.50	\$36,960.00	Yes	
8	238210		Detector Lead In Cable	LF	260	\$5.78	\$1,502.80	Yes	
9	237310		Removal of Humps, Lumps, and Pavement Irregularities	LF	379	\$42.00	\$15,918.00	Yes	
10	237310		Asphalt Pavement Repair	TON	4032	\$287.70	\$1,160,006.40	Yes	
11	237310		Asphalt Concrete with Pavement Fabric Material	TON	500	\$10.50	\$5,250.00	Yes	
12	237310		Rubber Polymer Modified Slurry (RPMS) Type I	SF	2410213	\$0.20	\$482,042.60	Yes	
13	237310		Rubber Polymer Modified Slurry (RPMS) Type II	SF	2983973	\$0.25	\$745,993.25	Yes	
14	237310		Rubber Polymer Modified Slurry (RPMS Type III	SF	642226	\$0.30	\$192,667.80	Yes	
15	237310		Cape Seal (PMRE Scrub Seal with Type II Slurry Seal)	SF	1070536	\$0.70	\$749,375.20	Yes	
16	237310		Crack Seal	LB	26860	\$3.11	\$83,534.60	Yes	
17	237310		Edge Grind AC Pavement (<2)	LF	58229	\$2.36	\$137,420.44	Yes	
18	237310		Post-construction Requirements - Inlet Markings	EA	34	\$63.00	\$2,142.00	Yes	
19	524126		Bonds (Payment and Performance)	LS	1	\$40,500.00	\$40,500.00	Yes	
20	541330		WPCP Development	LS	1	\$1,575.00	\$1,575.00	Yes	
21	237310		WPCP Implementation	LS	1	\$12,100.00	\$12,100.00	Yes	
22			Field Orders (EOC Type II)	AL	1	\$100,000.00	\$100,000.00	Yes	
23	237310		Remove, Replace & Install Traffic Striping, Markers, Markings, and Devices	LS	1	\$450,591.75	\$450,591.75	Yes	
24	541330		Traffic Control and Working Drawings	LS	1	\$214,393.91	\$214,393.91	Yes	
25	237310		Zion Ave and Glenroy St Striping, Signage, & Electrical Improvement	LS	1	\$54,892.95	\$54,892.95	Yes	
26	237310		Madra Ave Murray Park Dr Striping, Signage, & Electrical Improvement	LS	1	\$39,146.10	\$39,146.10	Yes	
27	237310		Monroe Ave Striping, Signage, & Electrical Improvement	LS	1	\$35,074.20	\$35,074.20	Yes	



## Line Item Subtotals

Section Title	Line Total
Main Bid	\$4,720,120.00
<b>Grand Total</b>	<b>\$4,720,120.00</b>