

City of San Diego

CONTRACTOR'S NAME: Blue Pacific Engineering & Construction
ADDRESS: 3750 Convoy Street, Suite 306, San Diego, CA 92111
TELEPHONE NO.: (858) 956-1456 **FAX NO.:**
CITY CONTACT: Juan E. Espindola, Senior Contract Specialist, Email: JEspindola@sandiego.gov
Phone No. (619) 533-4491
K. Nguyen / A. Parra / N. Alkuree

BIDDING DOCUMENTS



FOR

OLIVE STREET PARK ACQUISITION & DEVELOPMENT

BID NO.: K-23-1946-DBB-3-A
SAP NO. (WBS/IO/CC): S-10051
CLIENT DEPARTMENT: 1714
COUNCIL DISTRICT: 2
PROJECT TYPE: GB

THIS CONTRACT WILL BE SUBJECT TO THE FOLLOWING:

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

BID DUE DATE:
2:00 PM
OCTOBER 6 ,2022

CITY OF SAN DIEGO'S ELECTRONIC BIDDING SITE, PLANETBIDS

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

ENGINEER OF WORK

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

CHRIS LANGDON
1) Registered Landscape Architect

08/26/2022
Date

Seal:



Jason Grani
2) For City Engineer

08-26-2022
Date

Seal:

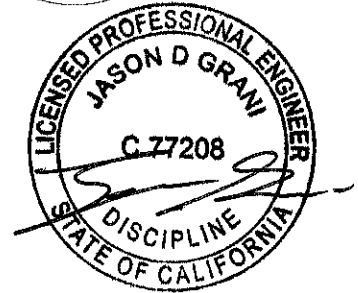


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REQUIRED DOCUMENTS SCHEDULE DURING BIDDING AND AWARDING

The Bidder's attention is directed to the City's Municipal Code §22.0807(e), (3)-(5) 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 5 PM 1 working day after bid opening	ALL BIDDERS
7.	SLBE Good Faith Effort Documentation	By 5 PM 3 working days after bid opening	ALL BIDDERS
8.	Form AA60 – List of Work Made Available	By 5 PM 3 working days after bid opening with Good Faith Effort (GFE) documentation	ALL BIDDERS
9.	If the Contractor is a Joint Venture: <ul style="list-style-type: none"> • Joint Venture Agreement • Joint Venture License 	Within 10 working days of receipt by bidder of contract forms	AWARDED BIDDER
10.	Payment & Performance Bond; Certificates of Insurance & Endorsements; and Signed Contract Agreement Page	Within 10 working days of receipt by bidder of contract forms and NOI	AWARDED BIDDER
11.	Listing of "Other Than First Tier" Subcontractors	Within 10 working days of receipt by bidder of contract forms	AWARDED BIDDER

NOTICE INVITING BIDS

1. **SUMMARY OF WORK:** This is the City of San Diego's (City) solicitation process to acquire Construction services for **Olive Street Park Acquisition & Development**, 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 **\$2,100,000**.
4. **BID DUE DATE AND TIME ARE: OCTOBER 6, 2022 at 2:00 PM**
5. **PREVAILING WAGE RATES APPLY TO THIS CONTRACT:** Refer to Attachment D.
6. **LICENSE REQUIREMENT:** To be eligible for award of this contract, Prime contractor must possess the following licensing classification: **A**.
7. **SUBCONTRACTING PARTICIPATION PERCENTAGES:** Subcontracting participation percentages apply to this contract.
 - 7.1. The City has incorporated **mandatory** SLBE-ELBE subcontractor participation percentages to enhance competition and maximize subcontracting opportunities. For the purpose of achieving the mandatory subcontractor participation percentages, a recommended breakdown of the SLBE and ELBE subcontractor participation percentages based upon certified SLBE and ELBE firms has also been provided to achieve the mandatory subcontractor participation percentages:

1. SLBE participation	6.4%
2. ELBE participation	9.4%
3. Total mandatory participation	15.8%
 - 7.2. The Bid may be declared non-responsive if the Bidder fails to meet the following requirements:
 - 7.2.1. Include SLBE-ELBE certified subcontractors at the overall mandatory participation percentage identified in this document; OR
 - 7.2.2. Submit Good Faith Effort (GFE) documentation, saved in searchable Portable Document Format (PDF), demonstrating the Bidder made a good faith effort to conduct outreach to and include SLBE-ELBE Subcontractors as required in this solicitation by 5 PM 3 Working Days after the Bid opening if the overall mandatory participation percentage is not met.

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

8. AWARD PROCESS:

- 8.1.** The Award of this contract is contingent upon the Contractor's compliance with all conditions of Award as stated within these documents and within the Notice of Intent to Award.
- 8.2.** Upon acceptance of bids and determination of the apparent low bidder, the City will prepare the contract documents for execution within approximately 21 days of the date of the bid opening. The City will then award the contract upon receipt of properly signed Contract, bonds, and insurance documents.
- 8.3.** This contract will be deemed executed and effective only upon the signing of the Contract by the Mayor or his designee and approval as to form by the City Attorney's Office.
- 8.4.** The low Bid will be determined by the Base Bid.
- 8.5.** Once the low bid has been determined, the City may, at its sole discretion, award the contract for the Base bid alone.

9. SUBMISSION OF QUESTIONS:

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

JEEspindola@sandiego.gov
- 9.2.** Questions received less than 14 days prior to the date for opening of Bids may not be considered.
- 9.3.** Questions or clarifications deemed by the City to be material shall be answered via issuance of an addendum and posted to the City's online bidding service.
- 9.4.** Only questions answered by formal written addenda shall be binding. Oral and other interpretations or clarifications shall be without legal effect. It is the Bidder's responsibility to be informed of any addenda that have been issued and to include all such information in its Bid.

INSTRUCTIONS TO BIDDERS

1. PREQUALIFICATION OF CONTRACTORS:

- 1.1. Contractors submitting a Bid must be pre-qualified for the total amount proposed, including all alternate items, prior to the date of submittal. Bids from contractors who have not been pre-qualified as applicable and Bids that exceed the maximum dollar amount at which contractors are pre-qualified may be deemed **non-responsive** and ineligible for award.
- 1.2. The completed application must be submitted online no later than 2 weeks prior to the bid opening.
- 1.3. **Joint Venture Bidders Cumulative Maximum Bidding Capacity:** For projects with an engineer's estimate of \$30,000,000 or greater, Joint Ventures submitting bids may be deemed responsive and eligible for award if the cumulative maximum bidding capacity of the individual Joint Venture entities is equal to or greater than the total amount proposed.
 - 1.3.1. Each of the entities of the Joint Venture must have been previously prequalified at a minimum of \$15,000,000.
 - 1.3.2. Bids submitted with a total amount proposed of less than \$30,000,000 are not eligible for Cumulative Maximum Bidding Capacity prequalification. To be eligible for award in this scenario, the Joint Venture itself or at least one of the Joint Venture entities must have been prequalified for the total amount proposed.
 - 1.3.3. Bids submitted by Joint Ventures with a total amount proposed of \$30,000,000 or greater on a project with an engineer's estimate of less than \$30,000,000 are not eligible for Cumulative Maximum Bidding Capacity prequalification.
 - 1.3.4. The Joint Venture designated as the Apparent Low Bidder shall provide evidence of its corporate existence and furnish good and approved bonds in the name of the Joint Venture within 14 Calendar Days of receipt by the Bidder of a form of contract for execution.
- 1.4. Complete information and links to the on-line prequalification application are available at:

<http://www.sandiego.gov/cip/bidopps/prequalification>
- 1.5. Due to the City's responsibility to protect the confidentiality of the contractors' information, City staff will not be able to provide information regarding contractors' prequalification status over the telephone. Contractors may access real-time information about their prequalification status via their vendor profile on [PlanetBids](#).

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

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

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

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

3. ELECTRONIC BID SUBMISSIONS CARRY FULL FORCE AND EFFECT:

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

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

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

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

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

5. CONTRACTOR REGISTRATION AND ELECTRONIC REPORTING SYSTEM:

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

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

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

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

7. INSURANCE REQUIREMENTS:

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

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

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

Title	Edition	Document Number
Standard Specifications for Public Works Construction (“The GREENBOOK”) http://www.greenbookspecs.org/	2021	ECPI010122-01
City of San Diego Standard Specifications for Public Works Construction (“The WHITEBOOK”)* https://www.sandiego.gov/ecp/edocref/greenbook	2021	ECPI010122-02
City of San Diego Standard Drawings* https://www.sandiego.gov/ecp/edocref/standarddraw	2021	ECPI010122-03
Citywide Computer Aided Design and Drafting (CADD) Standards https://www.sandiego.gov/ecp/edocref/drawings	2018	PWPI010119-04
California Department of Transportation (CALTRANS) Standard Specifications https://dot.ca.gov/programs/design/ccs-standard-plans-and-standard-specifications	2018	PWPI030119-05
CALTRANS Standard Plans https://dot.ca.gov/programs/design/ccs-standard-plans-and-standard-specifications	2018	PWPI030119-06
California Manual on Uniform Traffic Control Devices Revision 6 (CA MUTCD Rev 6) https://dot.ca.gov/programs/safety-programs/camutcd/camutcd-files	2014	PWPI060121-10
NOTE: *Available online under Engineering Documents and References at: https://www.sandiego.gov/ecp/edocref/		
*Electronic updates to the Standard Drawings may also be found in the link above		

9. **CITY'S RESPONSES AND ADDENDA:** The City, at its discretion, may respond to any or all questions submitted in writing via the City's eBidding web site in the **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 additive or deductive alternate items, in addition to the above requirements, bidder shall further note "ALTERNATE" and alternate item number within the description.
- 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 5 PM, 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:

Blue Pacific Engineering & Construction, a corporation, as principal, and Nationwide Mutual Insurance Company, a corporation authorized to do business in the State of California, as Surety, hereby obligate themselves, their successors and assigns, jointly and severally, to The City of San Diego a municipal corporation in the sum of Two Million Three Hundred Five Thousand Five Hundred Dollars and Zero Cents (\$2,305,500.00) for the faithful performance of the annexed contract, and in the sum of Two Million Three Hundred Five Thousand Five Hundred Dollars and Zero Cents (\$2,305,500.00) for the benefit of laborers and materialmen designated below.

Conditions:

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

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

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

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

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

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

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

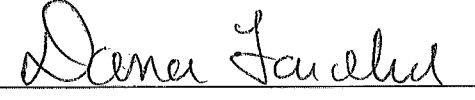
PERFORMANCE BOND, LABOR AND MATERIALMEN'S BOND (continued)

THE CITY OF SAN DIEGO

APPROVED AS TO FORM

Mara W. Elliott, City Attorney

By: 

By: 

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

Print Name: Dana Fairchild
Deputy City Attorney

Date: 12/29/2022

Date: 1/4/2023

BLUE PACIFIC
ENGINEERING CONSTRUCTION, INC.
CONTRACTOR

NATIONWIDE
MUTUAL INSURANCE COMPANY
SURETY

By: 

By: 
Attorney-In-Fact

Print Name: SHAHRAM ELIHU, PRESIDENT

Print Name: MARK D. IATAROLA, ATTORNEY-IN-FACT

Date: OCTOBER 20, 2022

Date: OCTOBER 20, 2022

500 NORTH BRAND BOULEVARD, SUITE 2000
GLENDALE, CA 91203

Local Address of Surety

715/530-3481

Local Phone Number of Surety

\$22,908.00
PREMIUM IS FOR CONTRACT TERM
AND IS SUBJECT TO ADJUSTMENT
BASED ON FINAL CONTRACT PRICE

Premium

7901107889

Bond Number

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

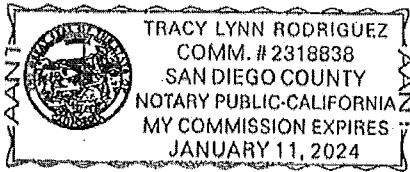
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }
County of SAN DIEGO

On 10/20/2022 before me, TRACY LYNN RODRIGUEZ, NOTARY PUBLIC
Date Here Insert Name and Title of the Officer

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

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



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

WITNESS my hand and official seal.

Signature Tracy Lynn Rodriguez
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

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

Description of Attached Document

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

Capacity(ies) Claimed by Signer(s)

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

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

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation

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

HELEN MALONEY; JOHN G MALONEY; MARK DIATAROLA; SANDRA FIGUEROA; TRACY LYNN RODRIGUEZ;

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

UNLIMITED

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

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

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

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

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

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

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

[Handwritten Signature]

Antonio C. Albanese, Vice President of Nationwide Mutual Insurance Company

ACKNOWLEDGMENT

STATE OF NEW YORK COUNTY OF NEW YORK: ss

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



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

[Handwritten Signature]

Notary Public
My Commission Expires
October 19, 2024

CERTIFICATE

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

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this 20TH day of OCTOBER, 2022.

[Handwritten Signature]

Assistant Secretary

ATTACHMENTS

ATTACHMENT A
SCOPE OF WORK

SCOPE OF WORK

1. **SCOPE OF WORK:** The scope of the work for Olive Street Park Acquisition & Development includes a multi-purpose turf area, children's play area (2-5 and 5-12 year old combined), adult fitness area, rain garden/storm garden detention, seating area, monument sign, signage, drinking fountain, walkways, landscaping, security lighting, irrigation system, low perimeter walls, fencing and an overlook deck.
 - 1.1. The Work shall be performed in accordance with:
 - 1.1.1. The Notice Inviting Bids and Plans numbered **41758-01-D** through **41758-56-D**, inclusive.
2. **LOCATION OF WORK:** The location of the Work is as follows:

See **Appendix E - Location Map**

Address: 2750 – 2778 Third Avenue, San Diego CA 92103.
3. **CONTRACT TIME:** The Contract Time for completion of the Work, Construction, punch list and walk-through **198 Working Days**, and Plant Establishment Period **66 Working Days**. Totaling **264 working days**.

ATTACHMENT B

RESERVED

ATTACHMENT C
EQUAL OPPORTUNITY CONTRACTING PROGRAM

EQUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP)

SECTION A - GENERAL REQUIREMENTS

A. INTRODUCTION.

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

B. GENERAL.

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

C. DEFINITIONS.

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

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

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

D. CITY'S EQUAL OPPORTUNITY COMMITMENT.

1. Nondiscrimination in Contracting Ordinance.

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

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

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

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

E. EQUAL EMPLOYMENT OPPORTUNITY OUTREACH PROGRAM.

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

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

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

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

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

F. SUBCONTRACTING.

1. The City encourages all eligible business enterprises to participate in City contracts as a Contractor, Subcontractor, and joint venture partner with you, your Subcontractors, or your Suppliers. You are encouraged to take positive steps to diversify and expand your Subcontractor solicitation base and to offer subcontracting opportunities to all eligible business firms including SLBEs, ELBEs, MBEs, WBEs, DBEs, DVBEs, and OBEs.

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

G. LISTS OF SUBCONTRACTORS AND SUPPLIERS.

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

H. SUBCONTRACTOR AND SUPPLIER SUBSTITUTIONS.

1. Listed Subcontractors and Suppliers shall not be substituted without the Express authorization of the City or its duly authorized agent.
2. Request for Subcontractor or Supplier substitution shall be made in writing to Purchasing & Contracting Department, Public Works Division, Attention Contract Specialist, 1200 3rd Ave., Suite 200, MS 56P, San Diego, CA 92101 with a copy to the Engineer.
3. The request shall include a thorough explanation of the reason(s) for the substitution, including dollar amounts and a letter from each substituted Subcontractor or Supplier stating that they (the Subcontractors or Suppliers) release all interest in working on the Project and written confirmation from

the new Subcontractor or Supplier stating that they agree to work on the Project along with the dollar value of the Work to be performed.

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

Supplier is substantially delaying or disrupting the progress of the Work.

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

I. PROMPT PAYMENT.

- 1. You or your Subcontractors shall pay to any subcontractor, not later than 7 Calendar Days of receipt of each progress payment, unless otherwise agreed to in writing, the respective amounts allowed you on account of the Work performed by the Subcontractors, to the extent of each Subcontractor's interest therein. In cases of Subcontractor performance deficiencies, you shall make written notice of any withholding to the Subcontractor with a copy to the Contracts Specialist. Upon correction of the deficiency, you shall pay the Subcontractor the amount previously withheld within 14 Calendar Days after payment by the City.
- 2. Any violation of California Business and Professions Code, §7108.5 concerning prompt payment to Subcontractors shall subject the violating Contractor or Subcontractor to the penalties, sanctions, and other remedies of that section. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to you or your Subcontractor in the event of a dispute involving late payment or nonpayment by the Prime Contractor, deficient subcontract performance, or noncompliance by a Subcontractor.

J. PROMPT PAYMENT OF FUNDS WITHHELD TO SUBCONTRACTORS.

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

K. CERTIFICATION.

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

L. CONTRACT RECORDS AND REPORTS.

1. You shall maintain records of all subcontracts and invoices from your Subcontractors and Suppliers for work on this project. Records shall show name, telephone number including area code, and business address of each Subcontractor, Supplier, and joint venture partner, and the total amount actually paid to each firm. Project relevant records, regardless of tier, may be periodically reviewed by the City.
2. You shall retain all records, books, papers, and documents pertinent to the Contract for a period of not less than 5 years after Notice of Completion and allow access to said records by the City's authorized representatives.

3. You shall submit the following reports using the City's web-based contract compliance (Prism® portal):
 - a. **Monthly Payment.** You shall submit Monthly Payment Reporting by the 10th day of the subsequent month. Incomplete and/or delinquent reporting may cause payment delays, non-payment of invoices, or both.
4. The records maintained under item 1, described above, shall be consolidated into a Final Summary Report, certified as correct by an authorized representative of the Contractor. The Final Summary Report shall include all subcontracting activities and be sent to the EOCP Program Manager prior to Acceptance. Failure to comply may result in assessment of liquidated damages or withholding of retention. The City will review and verify 100% of subcontract participation reported in the Final Summary Report prior to approval and release of final retention to you. In the event your Subcontractors are owed money for completed Work, the City may authorize payment to subcontractor via a joint check from the withheld retention.

EQUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP)

SECTION B - SLBE-ELBE SUBCONTRACTING REQUIREMENTS

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

A. GENERAL.

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

B.

DEFINITIONS.

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

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

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

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

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

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

C. SUBCONTRACTOR PARTICIPATION.

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

supplier, the Bidder will receive 60% of the cost of the materials or supplies toward SLBE participation. For the purposes of counting SLBE-ELBE participation a Supplier is a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the Contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a supplier, the firm shall be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. A person may be a supplier in such bulk items as petroleum products, steel, cement, gravel, stone, or asphalt without owning, operating, or maintaining a place of business if the person both owns and operates distribution equipment for the products. Any supplementing of the suppliers' own distribution equipment shall be by a long-term lease agreement and shall not be on an ad hoc or contract-by-contract basis.

- iii. If the materials or supplies are obtained from a SLBE-ELBE, which is neither a manufacturer nor a supplier, the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, fees or transportation charges for the delivery of materials or supplies required on a job site will be counted toward SLBE-ELBE participation, provided the fees are reasonable and not excessive as compared with fees customarily allowed for similar services. No portion of the cost of the materials and supplies themselves will be counted toward SLBE-ELBE participation.
- d) If the Bidder is seeking the recognition of SLBE-ELBE Trucking towards achieving any mandatory subcontracting participation level, the Bidder shall indicate it on Form AA35 – List of Subcontractors with the Bid. The following factors will be evaluated in determining the credit to be allowed toward the respective participation level:
 - i. The SLBE-ELBE shall be responsible for the management and supervision of the entire trucking operation for which it is getting credit on a particular Contract and there shall not be a contrived arrangement for the purpose of counting SLBE-ELBE participation.
 - ii. The SLBE-ELBE shall itself own and operate at least 1 fully licensed, insured, and operational truck used on the Contract.

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

D. SLBE-ELBE SUBCONTRACTOR PARTICIPATION PERCENTAGES.

1. Contracts valued at \$1,000,000 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 \$500,000 and under \$1,000,000 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 \$250,000 up to \$500,000 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 \$250,000 and below will also be considered Minor Public Works Contracts and will be awarded through a competitive bid process open only to City certified ELBEs unless there are less than 2 firms available at which it will be awarded through a competitive process open only to the City certified SLBE-ELBE firms. If there are no bidders or no responsible bidders, the Contract will be made available to all Bidders and subject to requirements listed in items 1 and 2 for Major Public Works Contracts above.

E. JOINT VENTURES.

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

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

F. MAINTAINING PARTICIPATION LEVELS.

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

debarment under Chapter 2, Article 2, Division 8, of the San Diego Municipal Code.

G. SUBCONTRACTING EFFORTS REVIEW AND EVALUATION.

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

H. GOOD FAITH EFFORT DOCUMENTATION.

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

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

I. SUBCONTRACTOR SUBSTITUTION.

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

J. FALSIFICATION OF SUB-AGREEMENT AND FRAUD.

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

K. RESOURCES.

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

ATTACHMENT D
PREVAILING WAGE

PREVAILING WAGE

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

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

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

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

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

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

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

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

ATTACHMENT E
SUPPLEMENTARY SPECIAL PROVISIONS

SUPPLEMENTARY SPECIAL PROVISIONS

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

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

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

- 1-2 TERMS AND DEFINITIONS.** To the "WHITEBOOK", item 55, "Normal Working Hours", ADD the following:

The **Normal Working Hours** are **8:00 AM to 5:00 PM**.

To the "WHITEBOOK", item 43, DELETE in its entirety and SUBSTITUTE with the following:

43. **Field Order** - A Field Order is a written agreement by the Engineer to compensate you for Work items in accordance with 2-8, "EXTRA WORK" or 2-9, "CHANGED CONDITIONS". A Field Order does not change the Contract Price, Contract Time, or the scope intent of the Contract.

SECTION 2 - SCOPE OF THE WORK

- 2-2 PERMITS, FEES, AND NOTICES.** To the "WHITEBOOK", ADD the following:

2. The City will obtain, at no cost to you, the following permits:
 - a) Building Permit: Structural, Electrical, and Grading.
 - b) Sewer and Water capacity fees will be paid to PUD by the Contractor. The Contractor will be reimbursed for these fees by the City.

SECTION 3 – CONTROL OF THE WORK

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

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

3-7.3.2 Asset Specific Red-lines. To the "WHITEBOOK", item 1, ADD the following:

- u) Dimensions for all installed remote control valve wire, flow sensor wire and master valve wire. Include number of spare wires at each location, and wire splice locations (if located other than inside remote control valve boxes and pull boxes).
- v) Dimensions for all new pressure line tie-in locations to existing mainline.

ADD:

3-8.8

Samples and Mock-ups. Contractor shall provide samples of the following materials in the quantities required for approval by the engineer. Materials shall be delivered 60 days minimum prior to their incorporation into the work.

1. Integral color concrete paving with integral color and both light sand and exposed aggregate finishes (4-ft X 4-ft) including sample expansion joints, and scoring lines. Contractor shall provide separate mock-ups for each color and finish specified on the plans.
2. Stabilized Decomposed Granite (4-ft x 4-ft).

ADD:

3-8.9

Specialty items. Contractor shall provide one (1) complete set of Specialty Item information electronically to the Resident Engineer for approval. It shall include manufacturer's data sheets, installation instructions and specifications, testing information, color, texture and finish samples for all the following specialty items:

1. Playground safety surface: poured-in-place rubber (PIP)
2. Playground Equipment
3. Overlook Decking
4. Fitness Equipment
5. Precast Concrete Furniture (including but not limited to monument sign and benches)
6. Site Furnishings (including, but not limited to, Drinking Fountain, Trash and Recycling Receptacles, Tree Grates, Bicycle Racks, Interpretive Signs, and Pet Waste Station)
7. Landscape Boulders
8. Decorative Boulders (with Engravings or Plaque)
9. Entry Monument Wall
10. Cast-In-Place Perimeter Wall
11. Decorative Pilasters
12. Photographs and nursery sources for all trees and shrubs
13. Photographs and nursery sources for all sod

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

5. In preparation of the Contract Documents, the designer has relied upon the following reports of explorations and tests at the Work Site:
 - a) Geotechnical Investigation, Olive Street Park Corner of Olive Street and Third Avenue, date Jan 15, 2022, by GEOCON, Inc.
 - b) Structural Calculations for Revised Deck Layout Framing Analysis, date May 9, 2022 by Risa.
 - c) Drainage Study, dated May 9, 2022 by Nasland Engineering.
6. The reports listed above are available for review via the following link:

<https://drive.google.com/drive/folders/19vFBjODN5jeBDygwSrNZ17yOSGVZg LH1?usp=sharing>

3-10 SURVEYING. To the “GREENBOOK”, DELETE in its entirety and SUBSTITUTE with the following:

3-10 SURVEYING.

1. You shall locate and mark all features related to the building and site, including landscaping and hardscape, using industry standard contractor’s construction tools.
2. You shall preserve construction survey stakes, control points, and other survey related marks described in 3-10.1, “Survey Services Provided by the City” for the duration of the Project. If any construction survey stakes are lost or disturbed and need to be replaced, such replacement shall be performed by the City at your expense.
3. The Contractor shall perform and be responsible for the accuracy of the surveying adequate for construction. Stakes shall be set for curbs, headers, storm drains, structures, edge of concrete, paving, walkways, grades, limit of work and other staking as required to accurately locate, grade and construct the items of the contract. Cut or fill to finished grade (or flow line) shall be indicated on stakes and on a grade sheet. The Contractor shall dig all holes necessary for line and grade stakes. Surveying and staking shall be acceptable to the Resident Engineer.

3-10.1 Survey Services Provided by the City’s Hired Survey Consultant.

1. The City’s hired survey consultant will provide surveying services and on-site survey staking for the following:
 - a) Provide horizontal and vertical site control to complete construction staking work being provided.
 - b) Provide stakes for limits of construction and demolition limits.

- c) Provide rough grade stakes.
 - d) Provide stakes for monument sign.
 - e) Provide stakes for overlook deck.
 - f) Provide stakes for seat walls and perimeter walls.
 - g) Provide finish grade and flatwork stakes including radius points.
 - h) Provide stakes for lights
 - i) Provide stakes for trees (tree locations in the six (6) precast tree rings will serve as the center point for locating tree rings).
 - j) Provide stakes for street curb, tree grates, and pedestrian ramps.
 - k) Provide stakes for play equipment.
 - l) Provide stakes for fitness equipment.
 - m) Replace monuments and file a post construction Corner Record per County requirements.
 - n) Provide office calculation necessary to support field survey crews including cut sheets.
 - o) Supervision and Coordination.
2. Notify the Resident Engineer in writing at least 2 Working Days prior to requesting survey services provided by the City's hired survey consultant.
 3. One (1) set of stakes for each of the improvements listed above shall be provided by the City's hired survey consultant. The Contractor shall preserve construction survey stakes and marks for the duration of their usefulness. If any construction survey stakes are lost or disturbed and need to be replaced, such replacement will be performed by the City's hired survey consultant at the expense of the Contractor.
 4. All surveying requiring a licensed surveyor shall be performed by the City's hired survey consultant.

3-10.2 Line and Grade.

1. The Work shall conform to the lines, elevations, and grades shown on the Plans. Three consecutive points set on the same slope shall be used together so that any variation from a straight grade can be detected. Any such variation shall be reported to the Engineer. In the absence of such report, you shall be responsible for any error in the grade of the Work.
2. Grades for underground conduits will be set at the surface of the ground. You shall transfer them to the bottom of the trench.

3-10.3 Payment.

1. The payment for survey services Work shall be included in the Contract Price.

3-13.3 Warranty. To the "WHITEBOOK", item 1, DELETE in its entirety and SUBSTITUTE with the following:

1. You shall warranty and repair all defective materials and workmanship for a period of 1 year. This call back warranty period shall start on the date the Work was accepted by the City unless the City had beneficial use of the project (excluding water, sewer, and storm drain projects). In addition, you shall warranty the Work against all latent defects for a period of 10 years and patent defects for a period of 4 years.

ADD:

3-13.1.3 Site Observation Visits.

1. Observations herein specified shall be made by the Resident Engineer, Parks and Recreation Representative and Project Manager. The Contractor shall request site observations 48 hours minimum in advance of the time observation is required.
2. Site observations shall be required for the following parts of the work (completed portions of work shall be combined for single observation visit whenever possible):
 - a) Prior to commencing grading, a preconstruction conference should be held at the site with the Resident Engineer, grading contractor, civil engineer, and landscape architect in attendance.
 - b) Review of paving and site furnishing samples.
 - c) Review and tagging of trees.
 - d) Review and approval of layout of concrete formwork.
 - e) Review of site furnishing and monument subgrades, placement, and location of equipment and monument footings.
 - f) Review and approval of all proposed locations of sleeves, conduits, control wire routing, pressure supply line, manual and automatic control valves (manifold locations), pull boxes, automatic controller and sprinkler heads.
 - g) Review of operation of automatic irrigation valves, rain sensor and flow sensor.

- h) Review of irrigation mainline, lateral line pressure tests.
- i) Review of irrigation swing joint assembly installation.
- j) Sprinkler coverage tests (provide automation from controller at time of test).
- k) Review of playground safety surfacing wear-coat layer after placement and prior to being fully cured, when still able to be manipulated.
- l) Review of playground subgrade, playground equipment placement, and location of equipment footings.
- m) When trees and shrubs are spotted in place for planting, but before planting holes are excavated. Where trees are proposed to be located within existing rotor irrigation zones, they must be spotted by the Landscape Architect according to providing sufficient distance from rotors.
- n) Incorporation of soil conditioner and fertilizer into the soil and upon completion of fine grading prior to planting.
- o) When all specified work, except the maintenance period has been completed. Acceptance and written approval of completed work shall establish the beginning of the maintenance and plant establishment period.
- p) At the completion of the maintenance and plant establishment period. This final site observation visit shall establish the beginning date for the plant material guarantee period.

SECTION 4 - CONTROL OF MATERIALS

4-3.6 Preapproved Materials. To the "WHITEBOOK", ADD the following:

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

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

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

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

SECTION 5 – LEGAL RELATIONS AND RESPONSIBILITIES

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

5-4 INSURANCE.

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

5-4.1 Policies and Procedures.

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

5-4.2 Types of Insurance.

5-4.2.1 General Liability Insurance.

1. Commercial General Liability Insurance shall be written on the current version of the ISO Occurrence form CG 00 01 07 98 or an equivalent form providing coverage at least as broad.
2. The policy shall cover liability arising from premises and operations, XCU (explosions, underground, and collapse), independent contractors, products/completed operations, personal injury and advertising injury, bodily injury, property damage, and liability assumed under an insured's contract (including the tort liability of another assumed in a business contract).
3. There shall be no endorsement or modification limiting the scope of coverage for either "insured vs. insured" claims or contractual liability. You shall maintain the same or equivalent insurance for at least 10 years following completion of the Work.
4. All costs of defense shall be outside the policy limits. Policy coverage shall be in liability limits of not less than the following:

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

5-4.2.2 Commercial Automobile Liability Insurance.

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

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

1. In accordance with the provisions of California Labor Code section 3700, you shall provide, at your expense, Workers' Compensation Insurance and Employers Liability Insurance to protect you against all claims under applicable state workers' compensation laws. The City, its elected officials, and employees will not be responsible for any claims in law or equity occasioned by your failure to comply with this requirement.

2. Statutory Limits shall be provided for Workers' Compensation Insurance as required by the state of California, and Employer's Liability Insurance with limits of no less than \$1,000,000 per accident for bodily injury or disease.
3. By signing and returning the Contract, you certify that you are aware of the provisions of California's Workers' Compensation laws, including Labor Code section 3700, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance, and that you will comply with these provisions before commencing the Work..

5-4.2.4 Contractors Pollution Liability Insurance.

1. You shall procure and maintain at your expense or require your Subcontractor, as described below, to procure and maintain Contractors Pollution Liability Insurance applicable to the Work being performed, with a limit no less than \$2,000,000 per claim or occurrence and \$4,000,000 aggregate per policy period of one year.
2. All costs of defense shall be outside the limits of the policy.
3. You shall obtain written approval from the City for any insurance provided by your Subcontractor instead of you.
4. For approval of a substitution of your Subcontractor's insurance, you shall certify that all activities for which the Contractors Pollution Liability Insurance will provide coverage will be performed exclusively by the Subcontractor providing the insurance. The deductible shall not exceed \$25,000 per claim unless the City has provided prior, written approval.
5. Occurrence based policies shall be procured before the Work commences. Claims Made policies shall be procured before the Work commences, shall be maintained for the Contract Time, and shall include a 12-month extended Claims Discovery Period applicable to this contract or the existing policy or policies that shall continue to be maintained for 12 months after the completion of the Work without advancing the retroactive date.

5-4.2.5 Contractors Hazardous Transporters Pollution Liability Insurance.

1. You shall procure and maintain at your expense or require your Subcontractor, as described below, to procure and maintain Contractors Hazardous Transporters Pollution Liability Insurance, including contractual liability coverage to cover liability arising out of transportation of hazardous or toxic, materials, substances, or any other pollutants by you or any Subcontractor in an amount no less than \$2,000,000 limit per occurrence and \$4,000,000 aggregate per policy period of one year.
2. All costs of defense shall be outside the limits of the policy.

3. You shall obtain written approval from the City from any insurance provided by a Subcontractor instead of you..
4. To obtain City approval of a Subcontractor's insurance coverage in lieu of the Contractor's insurance, the Contractor shall certify that all activities under the Contractor's Hazardous Transporters Pollution Liability Insurance will be performed exclusively by the Subcontractor providing the insurance. The deductible shall not exceed \$25,000 per claim without prior approval of the City
5. Occurrence based policies shall be procured before the Work commences. Claims Made policies shall be procured before the Work commences, shall be maintained for the duration of this contract, and shall include a 12-month extended Claims Discovery Period applicable to this Contract or the existing policy or policies that shall continue to be maintained for 12 months after the completion of the Work under this Contract without advancing the retroactive date.

5-4.2.8 Architects and Engineers Professional Insurance (Errors and Omissions Insurance).

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

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

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

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

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

5-4.5 Policy Endorsements.

5-4.5.1 Commercial General Liability Insurance.

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

- i. Ongoing operations performed by you or on your behalf,
- ii. your products,
- iii. your work, e.g., your completed operations performed by you or on your behalf, or
- iv. premises owned, leased, controlled, or used by you.

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

5-4.5.1.3 Project General Aggregate Limit. The policy or policies shall be endorsed to provide a Designated Construction Project General Aggregate Limit that will apply only to the Work. Only claims payments which arise from the Work shall reduce the Designated Construction Project General Aggregate Limit. The Designated Construction Project General Aggregate Limit shall be in addition to the aggregate limit provided for the products-completed operations hazard.

5-4.5.2 Workers' Compensation Insurance and Employers Liability Insurance.

5-4.5.2.1 Waiver of Subrogation. The policy or policies shall be endorsed to provide that the insurer will waive all rights of subrogation against the City and its respective elected officials, officers, employees, agents, and representatives for losses paid under the terms of the policy or policies and which arise from Work performed by the Named Insured for the City.

5-4.5.3 Contractors Pollution Liability Insurance Endorsements.

5-4.5.3.1 Additional Insured. To the fullest extent permitted by law and consistent with the limiting provisions set forth at California Civil Code section 2782, California Insurance Code section 11580.04, and any applicable successor statutes limiting indemnification of public agencies that bind the City, the policy or policies shall be endorsed to include as an Additional Insured the City and its respective elected officials, officers, employees, agents, and representatives, with respect to liability arising out of:

- a. Ongoing operations performed by you or on your behalf,
- b. your products,
- c. your work, e.g., your completed operations performed by you or on your behalf, or
- d. premises owned, leased, controlled, or used by you.

5-4.5.3.2 Primary and Non-Contributory Coverage. The policy or policies shall be endorsed to provide that the insurance afforded by the Contractors Pollution Liability Insurance policy or policies is primary to any insurance or self-insurance of the City and its elected officials, officers, employees, agents and representatives with respect to operations including the completed operations of the Named Insured. Any insurance maintained by the City and its elected officials, officers, employees, agents and representatives shall be in excess of your insurance and shall not contribute to it.

5-4.5.3.3 Severability of Interest. For Contractors Pollution Liability Insurance, the policy or policies shall provide that your insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability and shall provide cross-liability coverage.

5-4.5.4 Contractors Hazardous Transporters Pollution Liability Insurance Endorsements.

5-4.5.4.1 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:

- a. Ongoing operations performed by you or on your behalf,
- b. your products,
- c. your work, e.g., your completed operations performed by you or on your behalf, or
- d. premises owned, leased, controlled, or used by you.

5-4.5.4.2 Severability of Interest. For Contractors Hazardous Transporters Pollution Liability Insurance, the policy or policies shall provide that your insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability, and shall provide cross-liability coverage.

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

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

5-4.8 Notice of Changes to Insurance. You shall notify the City, in writing, 30 days prior to any material change to the policies of insurance provided under this Contract. This written notice is in addition to the requirements of paragraph 8 of Section 5-4.1. Policies of insurance shall provide that the City is entitled to 30 days advance written notice of cancellation or non-renewal of the policy or 10 days advance written notice for cancellation due to non-payment of premium. Maintenance of specified insurance coverage is a material element of the Contract. Your failure to maintain or renew coverage and to provide evidence of renewal during the term of the Contract may be treated by the City as a material breach of the Contract.

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

SECTION 6 – PROSECUTION AND PROGRESS OF THE WORK

6-1.1 Construction Schedule. To the “WHITEBOOK”, ADD the following:

3. Refer to the Sample City Invoice materials in **Appendix D – Sample City Invoice with Cash Flow Forecast** and use the format shown.
 - s) Submit an updated cash flow forecast with every pay request (for each Project ID or WBS number provided in the Contract) showing periodic and cumulative construction billing amounts for the duration of the Contract Time. If there has been any Extra Work since the last update, include only the approved amounts.
4. The **90 Calendar Day (66 working Days)** Plant Establishment Period is included in the stipulated Contract Time and shall begin with the acceptance of installation of the vegetation plan in accordance with Section 801-6, “MAINTENANCE AND PLANT ESTABLISHMENT”.

ADD:

6-6.1.1 Environmental Document.

1. The City of San Diego has prepared a **Notice of Exemption** for **Olive Street Park Acquisition & Development, (Olive St. Park and Acquisition/625365)**, Project No. **S-10051.02.06**, as referenced in the Contract Appendix. You shall comply with all requirements of the **Notice of Exemption** as set forth in **Appendix A**.
2. Compliance with the City's environmental document shall be included in the Contract Price unless separate bid items have been provided.

6-6.4 Written Notice and Report. To the “WHITEBOOK”, DELETE in its entirety and SUBSTITUTE with the following:

1. Your failure to notify the Resident Engineer within **1 Working Day** OR provide a Change Order request within **5 Working Days** after the event, in accordance with 6-4.2, “Extensions of Time”, will be considered grounds for refusal by the City to consider such request if your failure to notify prejudices the City in responding to the event.

SECTION 7 – MEASUREMENT AND PAYMENT

7-3.1 General. To the “WHITEBOOK”, ADD the following:

4. The Lump Sum Bid item for “**Construction of Park Improvements**” shall include the payment for demolition and removal of an existing parking lot and surrounding sidewalk areas to create a new park for the Bankers’ Hill community, payment for improvements including new pedestrian access from the public right of way, new public park with various enhanced paving area, an overlook deck, entry monument wall, playground, fitness

equipment, lawn, enhanced furnishings including; benches, trash/recycling receptacles, security lighting, bike racks, drinking fountain, tree grates, landscape planting and irrigation and all other items specified in the Plans, Supplementary Special Provisions, and other Contract Documents.

7-3.2 Partial and Final Payment. To the "GREENBOOK", paragraph (3), DELETE in its entirety and SUBSTITUTE with the following:

Upon commencement of the Work, an escrow account shall be established in a financial institution chosen by you and approved by the City. Documentation for an escrow payment shall have an escrow agreement signed by you, the City, and the escrow agent. From each progress payment, no less than 5% will be deducted and deposited by the City into the escrow account. Upon completion of the Contract, the City will notify the Escrow agent in writing to release the funds to you. Only the designated representative of the City shall sign the request for the release of Escrow funds.

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

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

**TABLE 7-3.9
FIELD ORDER LIMITS**

Contract Price	Maximum Field Order Work Amount
Less than \$100,001	\$2,500
\$100,001 to \$1,000,000	\$5,000
\$1,000,001 to \$5,000,000	\$10,000
\$5,000,001 to \$15,000,000	\$20,000
\$15,000,001 to \$30,000,000	\$40,000
Greater than \$30,000,000	\$50,000

2. Field Order items of Work for contracts greater than \$15,000,000 will require additional approvals from the City prior to its approval by the Resident Engineer.
3. The City will issue a Field Order only after the City's acceptance of the cost of the field order amount.
4. Field Orders shall not be used to add scope or to include extensions of time related to changes in work.

5. If in the event there is a change related to the critical path on the project which necessitates an extension of time and the change amount is within the Field Order limits shown on Table 7-3.9, then a Field Order can be issued to compensate you for the approved costs. Any extensions of time associated with the change shall be included in a subsequent Change Order and no additional compensation shall be granted as part of the change order for the extension of time.
6. The unused portions of Field Orders Bid item shall revert to the City upon Acceptance.

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

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

SECTION 200 – ROCK MATERIALS

200-2.7.1 General. To the “GREENBOOK”, ADD the following:

1. Decomposed granite shall be 4” depth stabilized ‘Beige Blush’ by Southwest Boulder and Stone, or approved equal. Soil stabilizer shall be TechniSoil by Southwest Boulder and Stone, or approved equal.

ADD:

200-2.7.4 Stabilized Decomposed Granite.

Stabilized Decomposed Granite shall comply with table 200-2.7.2 unless otherwise stated. Stabilized Decomposed Granite shall be:

Product: Beige Blush DG (Stabilized)

Manufacturer: Southwest Boulder and Stone, or approved equal

Nominal Size: 3/8” minus

Gradation:	<u>Size</u>	<u>Percent Passing</u>
	3/8”	100
	No. 4	96
	No. 8	90
	No. 16	79
	No. 30	64
	No. 50	41
	No. 100	24
	No. 200	14

*Allowed percent passing tolerance per screen size shall be 3% for approved equivalents.

Sand Equivalent: 23

Maximum Density: 122.0 lbs/ft³

Optimum Moisture: 8.0%

Thickness: As indicated on the plans.

Sample: 1 cup bag, See section 200-1.1

Stabilized Decomposed Granite surfacing shall be compacted to 95% minimum. The Contractor shall provide product data and testing information to confirm that material contains the binder materials at the rates recommended by the manufacturer.

A maintenance program as defined by the product manufacturer shall be implemented to maintain the original specifications of the constructed path as required by CBC 1101B.3. The maintenance program shall address the weather and wear and tear related maintenance practices.

ADD:

200-2.7.5 Stabilized Binding Agent for Stabilized Decomposed Granite. Binding Agent for Stabilized Decomposed Granite shall be a commercially produced, non-toxic organic binder agent and shall be colorless, odorless, concentrated powder that naturally binds decomposed granite. Stabilizer shall be thoroughly pre-blended with the decomposed granite at the manufacturing facility. Water shall activate stabilizing binding agent.

SECTION 201 - CONCRETE, MORTAR AND RELATED MATERIALS

201-1.1.2 Concrete Specified by Class and Alternate Class. To the "WHITEBOOK", ADD the following:

The Type of Construction, Concrete Class, and Maximum Slump for the various sub-items of concrete work shall be as specified in Table 201-1.1.2 of the Standard Specifications with the following additions or modifications:

<u>Type of Construction</u>	<u>Concrete Class</u>	<u>Max. Slump (With Certified Truck Ticket)</u>
Concrete Paving (not integral with curb)	560-C-3250	4-inch
Concrete Sidewalk and Curb	560-C-3250	4-inch
Concrete Street Section	560-C-3250	4-inch
Concrete Mow Curb	560-C-3250	4-inch

<u>Type of Construction</u>	<u>Concrete Class</u>	<u>Max. Slump (With Certified Truck Ticket)</u>
CIP Concrete Block Seating	560-C-3250	4-inch
Concrete Footings	560-C-3250	4-inch
Concrete Base	520-C-2500	4-inch

201-1.2.4 Chemical Admixtures. To the “GREENBOOK”, subsection “a”, Water Reducing, Set-Retarding, and Hydration Stabilizing Admixtures, ADD the following:

Integral Colored Concrete.

Admixture for all integral colored concrete shall be the following:

Admixture: Davis Color (Mix-Ready bags), or approved equal

Manufacturer: Davis Colors, or approved equal

1-800-356-4848

www.daviscolors.com

Color/ Finish: Standard Concrete Walkway: Color per plans with broom finish per plans and section 201-1.2.8.

Color/ Finish: Vehicular Concrete Walkway: Color per plans with broom finish per plans and section 201-1.2.8.

Color/ Finish: 8” and 12” Concrete Mow Curb: Color natural gray with broom finish per section 201-1.2.8.

Sealer: Per SSP section 201-1.2.7

Minimum Standards: ASTM C 494

ASTM C 979

AASHTO M 194

CRD C 87.

Prior to construction, provide concrete sample panel per 3-8.8, Samples and Mock-ups for all above color/finishes above for approval by Resident Engineer with coordination by the Landscape Architect.

Integral color shall consist of colored admixtures developed for use in ready mixed concrete. The product shall be made of the highest quality synthetic pigments, as well as other ingredients designed to enhance the color and improve the pigment dispersion, workability and finishing performance of the concrete.

Colored admixture shall be water-reducing, set controlling for horizontal or vertical architectural concrete that are compatible with a variety of finishes (broom finishes, sandblast finishes, smooth finishes.) Pigment shall be a permanent coloration, uniform throughout the concrete surface and interior, and shall be highly UV and fade resistant.

Admixture products and procedures for installation shall be in strict accordance with the manufacturer's specifications and recommendations, and those published by the American Concrete Institute (ACI) and the Portland Cement Association (PCA).

ADD:

201-1.2.7 Concrete Sealers.

Concrete Sealer shall conform to the following specifications:

Product: Davis Color Seal II with integral tint to match color Color TBD, or approved equal

Manufacturer: Davis Colors, or approved equal

1-800-356-4848

www.daviscolors.com

When to Apply: After concrete has FULLY cured, ~ 28 days.

Surface Preparation: Power wash clean of compounds, oil, and debris. Allow surfaces to DRY completely.

Spray Applicator Guidelines: Airless Spray: 1500-2500 psi with 0.013-0.015 inch fan tip.

HVLP Spray: 5-40 psi with 1.3-1.5mm tip.

Dried Color: Semi-gloss semi-transparent

Coating: Uniform

Coverage: 300 Sq. Ft/Gal. for rough concrete; 400 Sq. Ft/Gal. for smooth concrete

VOC Content: Meet ASTM C 309 Requirements <100g/L (0.82./gal.)

Second Coat: Per manufacturer recommendations.

Drying Time: Min. 24 hrs. foot traffic

Temperature: Apply above 45°F, Store from 45°F - 120°F

Shelf Life: 1 Year

Concrete Sealer shall be designed for application on interior/ exterior natural concrete and integral colored concrete of variable architectural finishes. Sealer shall be suitable for freshly placed (CIP or PIP) or existing concrete with little to no alteration of concrete color. When dry, sealed surface shall resist staining from other construction materials and common food products. Sealer shall be slip resistant.

A brushed, rolled or sprayed method of application shall leave the finish surface with adequate wet and dry slip resistance. The method of application shall be approved by the Landscape Architect or Resident Engineer.

Sealer shall leave no visible material between the concrete surface and sealer. The sealer shall be absorbed and locked into the pores surfaces and installed per manufacturer's directions.

Contractor shall prepare concrete paving surfaces per Davis Color Seal II product specifications or approved equal.

Contractor shall apply sealer Davis Color Seal II per product specifications or approved equal.

Sealer shall be applied to half of all concrete mock ups 28 days after curing time for review of performance and adherence to finishes.

ADD:

201-2.4.5 Tie Wire. Tie wire shall be 16 gauge, black annealed.

ADD:

201-2.4.6 Reinforcing Supports. All horizontal reinforcing shall be supported on approved chairs or supports to the specified height and locations.

201-3.4 Type "A" Sealant (Two-Part Polyurethane Sealant). To the "GREENBOOK", ADD the following:

1. Contractor shall submit product data from the manufacturer of each joint sealant product required, including instructions for joint preparation and joint sealer application. Contractor shall also submit samples for initial selection purposes in form of manufacturer's standard bead samples, consisting of strips of actual products showing full range of colors available, for each product exposed to view. Samples shall be submitted to Resident Engineer. Submit complete schedule of type (and location where type is to be used) of each sealant.
2. Provide joint sealants, joint fillers, and other related materials that are compatible with one another and with joint substrates under conditions of service and application, as demonstrated by sealant manufacturer based on testing and field experience.
3. Provide color selections made by Engineer from manufacturer's full range of standard colors for products of type indicated. Sealant color parallel to curb line shall match color of adjacent paving.
4. **FINISH.** Finish joint material flush with concrete surface.

201-4.1.1 General. To the "GREENBOOK", ADD the following:

1. **CURING COMPOUND SEALER.** Curing compound shall be approved by color additive manufacturer for use with colored concrete. Crystal Rez or approved equal is acceptable for natural gray concrete.

SECTION 206 – MISCELLANEOUS METAL ITEMS

ADD:

206-8 ACCESSIBLE SIGNAGE.

206-8.1 General. Signs shall be fabricated in conformance with the SDM-117 standards for signs. Signs shall be fabricated in conformance with the City of San Diego standards

for signs. In the event there SDM-117 does not illustrate sign mounting details, refer to City of San Diego Standard Drawing M-45 for installation. Signs shall include:

- a) Accessible Parking Sign
- b) Tow Away Sign

SECTION 209 – PRESSURE PIPE

209-1.1.1 General. To the “WHITEBOOK”, ADD the following:

- 2. PVC products, specifically type C900 and C905, as manufactured or distributed by J-M Manufacturing Company or JM Eagle shall not be used on the Contract for pressurized pipe.
- 3. Refer to AWWA C900-16 for all references to AWWA C905.

SECTION 210 – PAINT AND PROTECTIVE COATINGS

210-1.5 Paint Systems. To the “GREENBOOK”, DELETE “Primer listed and Finish Coat listed for Galvanized Metal” in Table 210-1.5 and SUBSTITUTE with the following:

Graffiti Coating:

Anti-Graffiti Coating shall be as manufactured by Monopole, Inc. Materials, or approved equal, shall be field applied to the trash enclosures, pergolas, and wayfinding pylons.

Graffiti coatings shall be applied as specified below and per manufacturer’s specifications for coverage:

1st Coat: Aquaseal ME12 (Item 5200 (for unpainted porous surfaces)

2nd Coat: Permashield Base (Item 6100)

3rd Coat: Permashield Premium (Item 5600 for matte finish)

4th Coat: Permashield Premium (Item 5600 for matte finish)

Final finish selection per Architect approval.

SECTION 212 – WATER AND SEWER SYSTEM VALVES AND APPURTENANCES

ADD

212-13.1 Submersible Pump Lift Station.

212-13.1.1 General. Contractor shall furnish all labor, materials, equipment and incidentals required to provide one submersible centrifugal sewage ejector pump system as specified herein. These specifications are for the packaged submersible pump lift station, which comprises of two submersible recessed impeller sewage pump, a duplex control panel, fiberglass wet well and valve vault, as auto dialer, and ancillary equipment, pipe, and fittings.

- 1. Furnish, install, and field test two centrifugal, recessed impeller, submersible, rail mounted, sewage pumps and submersible motors installed in a fiberglass wet well, and a factory-built duplex control panel,

with all required appurtenances specified herein and as necessary for a complete operating installation.

2. All items herein specified shall be provided by the contractor. The contractor is responsible for insuring all equipment required is provided, and that it is compatible and suitable for the application, and that it functions together to make a complete and working installation.
3. The specifications describe the system, but do not purport to cover all required details. Provide all appurtenances required, whether specifically noted herein or not, at no additional cost to the owner.
4. All electrical work shall be performed in compliance with the National Electrical Code (NEC).
5. Packaged pump system supplier shall be

Barrett Engineered Pumps

San Diego, 1(619)-232-7867

or equal.

212-13.2. Submersible Pump.

212-13.2.1 Operating Conditions. Each pump shall be rated 3 HP, 208-230/460 volts, 60 Hertz, 3 phase, and operate at 1761 RPM. The pump shall deliver a minimum of 280 GPM at 25' TDH. The pump shall be capable of handling a 3" spherical solid. The pump shall be non-overloading through the entire range of operation without employing service factor. The pump shall reserve a minimum service factor of 1.20. The performance curve submitted for approval shall state, in addition to head and capacity performance, the pump efficiency, solid handling, and reflect motor service factor.

212-13.2.2 Construction.

Each pump shall be sealed submersible type, incorporating features including:

1. The Pump Case, Motor Housing, Impeller, Intermediate Housing (Backplate), and Discharge Base Elbow shall be high quality gray cast iron, ASTM A-48, Class 35B.
2. The Pump Shaft, Motor Shaft, Fasteners, Impeller Fasteners, and lifting chain shall be stainless steel ASTM-276, Type 316.
3. The O-rings shall be Nitrile rubber (NBR).
4. The Lower Seal Faces and Upper Seal Faces shall be Silicon Carbide and Ceramic/Carbon respectively.
5. Guide Rails and Guide Support Brackets shall be stainless steel schedule pipe guides.

6. The pump inlet shall be open and clear, without screening to provide access for storm water and solids.
7. All power cords shall be water resistant UL or CSA approved, with double insulation and sized as a function of Amp draw. The Power/control cable jacket shall be neoprene with non-wicking fillers.

AUTOMATIC CONTROL: All single phase pumps should be capable of automatic operation. A Super or Double wide angle piggy-back float switch shall be use to operate pumps

POWER CABLE: Contractor shall provide 30 ft of power/control cable with each pump, suitable for submersible wastewater application, sized in accordance with NEC Requirements. Provide cable terminal box on side of motor housing, with cable entry sealed to insure that no entry of moisture is possible into the high-voltage motor/terminal area even if cable is damaged or severed below water level. The cable shall be a plug-in design, easily removable from the pump and replaced in the field without the need for electrical connection or special tools. A union nut shall be provided on the plug for tightening to the matching receptable on the pump.

TEMPERATURE PROTECTION: Furnish Temperature monitoring devices in motor windings for use in conjunction with and supplemental to external motor overload protection. Arrange controls to shut down pump should any of the monitors detect high temperature and automatically reset once motor temperature returns to normal. Set temperature monitors at levels recommended by pump manufacturer.

PAINTING: The pump shall be painted with waterborne hybrid acrylic/alkyd paint. This custom engineered, quick dry paint shall provide superior levels of corrosion and chemical protect. The paint shall be applied in one coat with a minimum thickness of 3 to 4 mils. Alternative coatings shall comply with Section 212-12 of the Greenbook.

212-13.2.3 Fabrication. Fabrication of the submersible pump lift station is described herein.

1. Provide pumps capable of handling raw unscreened wastewater. Design pumps to allow for removal and reinstallation without the need to enter the wet well and without removal of bolts, nuts or other fasteners.
2. Provide a pump which connects to a permanently mounted discharge elbow by simple down water motion, without rotation, guided by at least two non-load-bearing guides. Pump guide pipes shall be mounted to cast hubs on the discharge so that final connection shall insure zero leakage between pump and discharge connection flange. Provide a discharge connection/guide system to that no part of the pump bears directly on the floor of the wet well.
3. Provide type 316 stainless steel chain of sufficient length to properly and safely lift pumps from the wet well. All exposed cast iron and ferrous surfaces shall be cleaned of dirt and crease, sandblasted to near white finish, and coated with powder coat epoxy.

MAJOR COMPONENTS: Furnish Major Components (Pump Case, Impeller, Intermediate Housing, Motor Housing) of Cast materials as specified with smooth

surfaces devoid of blow holes and other irregularities. The pump case design shall incorporate a centerline discharge for stability when mounted on the base elbow. The entire rotating assembly (motor and impeller) shall be easily removeable from the volute casting for inspection and cleaning. The Motor and volute shall be securely held together by a stainless steel clamp, removal shall require only the release of a single clasp on the stainless steel clamp.

SL1 SINGLE CHANNEL IMPELLER: The single channel impeller shall be a "NON-CLOG" design capable of passing at minimum a 3" spherical solid. All vertical edges forming the single flow channel shall be formed on an angle and carefully contoured with no right angle corners where rags could easily collect. Statically and dynamically balanced the impeller. Provide a wear ring system, at the interface between the volute suction and the impeller lower shroud to minimize recirculation and maximize efficiency.

SHAFT: Provide common pump/motor shaft or sufficient size to transmit full driver at the lower mechanical seal. Machine the shaft of stainless steel and isolate the shaft from the pumped media.

SHAFT SEAL: Provide Shaft seals. The two mechanical seals shall be installed in Tandem, totally enclosed within a common stainless steel cylinder. The cylinder with both seals shall be located entirely within and oil-filled chamber with drain and inspection plug (with positive anti-leak seal) for easy access from external to the pump. All seals and seal springs shall be located completely inside of the seal oil chamber where they cannot be found by rags or other stringy material. Provide seals requiring neither routine maintenance nor adjustment, but capable of being easily inspected and replace.

BEARINGS: Furnish upper and lower bearings as needed to provide a b10 life of , at minimum, 100000 hours as all anticipated axial and radial loadings. Provide sealed/shielded (permanently Lubricated) bearings. Lower (Primary) Bearing shall be double row angular contact type, Upper (Support) bearing shall be single row ball design.

MOTOR: Provide a Motor with is squirrel cage, induction in design, housed in a completely watertight and air or oil filled chamber, with a min 1.15 service factor. The motor shall be adequately sized and rated for continuous operation at a maximum fluid temperature of 1.4 Degrees Fahrenheit. Insulate the motor stator with, at minimum, class H insulated rated for 180 degree Celsius. Motor insulated shall fulfill NEMA MG1 Part 31 Requirements for frequency convertor Duty. The motor and Pump Set complete shall be designed and manufactured by the same company. Provide temperature protection and seal leak detection as described above. Provide adequately rated motor with sufficient surface area for ambient only cooling suited for the intermittent mode of operation in wet well wastewater applications, submerged or partially submerged, without damage.

212-13.2.4 Serviceability. The complete rotating assembly shall be capable of being removed from the volute without disturbing the section piping, discharge piping, and volute. The motor housing, seal housing with seal plate and impeller still attached to the

shaft shall be capable of being lifted out of the volute case from the top as one assembly.

212-13.2.5 Testing. All pumps shall be individually tested to include the following:

1. The pump shall be visually inspected to confirm that it is built in accordance with the specifications as to the HP, Voltage, phase, and Hertz.
2. Pump shall be allowed to run dry to check for proper rotation.
3. Discharge piping shall be taken in each leg to check for operation within pump capability.

212-13.3 Fiberglass Wet Well And Valve Vault.

212-13.3.1 General. Unless otherwise indicated, the plastic terminology used in this standard shall be in accordance with the definitions given in American society for testing and materials designations D3753-99. Acceptable Fiberglass basin manufacturer is AK Industries, INC., Plymouth, IN, or equal.

212-13.3.2 Materials.

1. RESIN: The resin used shall be commercial grade and shall either be evaluated as a laminate by test or determined by previous service to be acceptable for the environment.
2. REINFORCING MATERIAL: The reinforcing material shall be a commercial grade of glass fiber having a coupling agent which will provide a suitable bond between the glass reinforcement and the resin.
3. LAMINATE: The laminate shall consist of an inner surface, an interior layer, and an exterior layer of laminate body.
4. INNER SURFACE: The inner surface shall be free of crack and crazing with a smooth finish. This may be a gelcoat surface or reinforced with glass surface veil.
5. INTERIOR LAYER: A minimum of 0.100 inch of the laminate next to the inner surface shall be reinforced with not less than 20 percent nor more than 30 percent by weight of noncontinuous glass strands having fiber length from 0.5 to 2.0 inches.
6. EXTERIOR LAYER: The exterior layer of body of laminate shall be of construction suitable for the service intended and contain sufficient glass by weight to provide the aggregate strength necessary to meet the tensile and flexural requirements. The exterior surface shall be relatively smooth with no exposed fibers or sharp projection. Hand work finished is acceptable, but enough resin shall be present to prevent fiber show.
7. TANK WALL: Must be designed to withstand wall collapse based on the assumption the saturated soil exerts hydrostatic pressure of 120 pounds per cubic foot design. Design must account for ground water level up to the finished surface. The tank wall laminate must be constructed to withstand or

exceed two times the actual imposed loading on any depth of basin. Stress calculations must be submitted verifying the results obtained using 120 pounds per cubic feet hydrostatic pressure and two times actual imposed loading on any depth basin. Depth of bury to be specified on purchase order with wall thickness calculated and guaranteed by AK industries.

8. TANK BOTTOM: Must be constructed suitable for the same service conditions designated for the tank wall. Under totally water submerged conditions, the center deflection of any empty tank bottom must be less than 3/8 inch as not to interfere with bottom pump mounting requirements and rail systems.
9. WET WELL: The wet well shall be constructed of fiberglass 5 feet in diameter and the specified depth. The bottom of the basin shall be reinforced with steel plate. Pump mounting studs will be attached to this plate and installed in the pump wet well.
10. APPERANCE: The finished laminate shall be as free as commercially practicable from visual defects such as foreign inclusions, dry spots, air bubbles, pinholes, dimples, and delamination.
11. HATCH: The basin shall be supplied with a pedestrian weight rated diamond tread pattern applied fiberglass basin cover sized appropriately for the basin supplied. A rubber Gasket seal shall be supplied, along with stainless bolts to from a gas tight seal between the cover and the basin top. The pipe rail quick disconnect system and stainless float bracket shall be attached to the side of the basin with stainless steel Unistrut and stainless steel bolting as required so the fiberglass basin cover may be removed without disturbing the rail and float system.

212-13.4 STAINLESS STEEL PIPE RAIL MOUNTING SYSTEM.

212-13.4.1 General. The Stainless Steel pipe rail system shall include a discharge base elbow, hydraulic sealing flange, guide rail connector, piping, float mounting bracket, lifting cable, and control equipment.

STAINLESS STREEL RAILING:

1. The design of the rail mounting system shall be such that the pumping units shall be automatically connected to the discharge piping when lowered into place on the discharge connection. The pump shall be easily removable for inspection or service without the need for removal of nuts, bolts, or other fasteners, and without the need for personnel to enter the wet well.
2. A brass sealing flange complete with buna n rubber diaphragm type sealing gasket shall be mounted on each pump discharge. The diaphragm shall be held in place by a clamp ring with stainless steel fasteners.
3. A discharge base elbow shall be furnished for each pump and shall rest squarely on the floor of the pump well and be securely anchored to the floor. The base elbow shall be equivalent to 3" steel piping in size and be designed to mate with the mating flange connected to the discharge port of the pump. The Base elbow shall be lined and coated with 10 Mils fusion bonded epoxy.

4. Dual stainless steel guide rails shall be used to direct the pump in proper alignment with the stationary discharge piping. Each rail shall be one piece and connected between the access frame and the base elbow.
5. Each pumping unit shall be provided with a 316 stainless steel lifting chain or cable. The Lifting chain or cable shall be sufficient length to extend from the pumping unit at one end to the tip of the wet well at the other end. The access frame shall provide a hook to attached the lifting chain or cable with not in use.
6. A 316 stainless steel float mounting bracket shall be provided. Float mounting bracket shall provide strain relief to hold level control cords and allow adjustment of level controls to desired pumping and alarm levels. Continuous cords are to run from pumps and level controls to control panel. No splices shall be made in wiring. Float mounting bracket shall be fabricated from 316 stainless steel/. Float mounting bracket shall attach to basin wall at the top of the wet well with 316 stainless steel fasteners.
7. The pipe and fittings shown in the drawings shall be provided by the pump equipment supplier or by the contractor.

212-13.5 Control Panel And Enclosure.

212-13.5.1 General. Contractor shall furnish all labor, materials, equipment and incidentals required to provide a duplex motor control panel as specified herein.

1. The motor control panel shall be assembled and tested by a control system manufacturer (SJE-RHOMBUS or PRE-APPROVED EQUAL) meeting the standards of UL 508 for industrial controls and be UL Labeled and sterilized accordingly. The motor control panel shall be assembled and tested by the Manufacturer so as to insure suitability in matching controls to motors and to insure single source responsibility for the equipment.
2. The panel shall contain all components required by the pump manufacturer for starting and protecting the motor as well as features required by the pump manufacturer for warranty of the pumps. Items such as thermal overload detection or deal failure detection shall be included when required.
3. Incoming pump power shall be 3 phase, 60 Hertz, and 208-230/460 Volts AC.
4. The control panel shall incorporate these normally open mechanically-activated control switches. Floats shall be labeled in the panel as stop, lead, lag/alarm, and alarm. Floats shall be SDJ-RHOMUS control switches or approved equal.

212-13.5.2 Construction.

1. The controls for the pump shall be housed in an engineered thermoplastic enclosure meeting NEMA 4A requirements with a hinged door and NEOPRENE gasket. The enclosure shall have provision for a paddock.
2. A nameplate shall be permanently affixed to the panel. A rating label shall include the model number., voltage, phase, frequency, ampere rating and horsepower rating and shall be affixed to the inside of the enclosure, a

warning label against electric shall be permanently affixed to the outer door. The interior of the enclosure shall have a clear envelope with "AS BUILT" schematics located within.

3. A removable aluminum back plate shall be provided for mounting all circuit breakers, motor starts, ETC. All components mounted to the back plate shall be secured by type 25, self, tapping screws in extruded holes. Rivets shall not be acceptable for securing any component to the backplate.
4. A duplex pump controller shall be provided for control logic. The controller shall utilize a printed circuit board to avoid conventional wiring. The printed circuit board of the pump controller shall be manufactured using UL Listed material. There shall be separately fused control and alarm circuit protection. The pump controller shall indicate control and alarm power utilizing and led indicator light. The pump control and alarm power utilizing an led indicator light. The pump controller shall indicate float circuit operation utilizing red led indicator lights. Indicator lights shall provide adequate information so that they can be used for diagnosis in troubleshooting problems located in the float circuits. Each led shall be permanently labeled on the pump controller as to the function. For each pump a run light and hand-off-auto switch shall be provided. Run lights and hand-off-auto switches shall be mounted on the printed circuit board. Run lights shall be green.
5. The magnetic motor starters shall be IEC rated for the pump horsepower and include a contractor with a minimum mechanical life of 5,000,000 operations and a minimum contact life of 1,000,000 operations. A motor protective switch shall be used to provide adjustable overload protection, protect from line faults and disconnect the pump from the incoming power. Motor protective switches shall be adjustable to meet NEC requirements for motor controls.
6. A high level alarm condition shall activate the main alarm light (red, Mounted on the top of the panel). The alarm light shall remain illuminated until the problem is corrected.
7. Control/Alarm Voltage shall be 120 VAC and shall be accomplished by the means of a transformer with primary and secondary fusing.
8. Wire Ties shall be used to maintain panel wiring in neat bundles for maintenance and to prevent interference with operating devices. All grounding conductors shall be securely connected to assure a proper ground.
9. The alternator shall consist of an alternating circuit which alternately switches pumps upon the next pumping cycle. The alternation circuitry shall be integrated into the pump controller.
10. Provide pump run elapsed time meters for each pump. Run time meters shall be non-resettable and record up to 99,999 hours to the nearest tenth or hundredth.

11. Provide pump seal fail and heat sensor alarm system with indicator lights for the seal fail systems.

212-13.5.3 Pump Station Field Testing.

1. Field tests shall be performed by the contractor under the instruction of the pump manufacturer's field service representative.
2. A minimum of one day of field service shall be provided by an authorized factory trained representative of the package pump station manufacturer. Service shall include but not be limited to inspection of the complete installation to ensure it has been performed in accordance with the manufacturer's instructions and recommendations, and supervision of all field testing, and activation of the manufacturer's warranty. The contractor shall be responsible for coordinating the required field services with the pump manufacturer.
3. Field Testing shall verify that the pumps, the control panel, and the autodialer operate as specified under high level, low level, and pump fail conditions. Pump testing shall verify that automatic pump alteration occurs.

SECTION 218 - DETECTABLE WARNING TILES (DWT)

218-1 GENERAL. To the "WHITEBOOK", ADD the following:

2. Detectable warning surfaces shall be in conformance with CBC Section 1133B.8.5. Color shall be yellow for detectable warning surface shall conform to Color 33538 per Federal Standard No. 595B. CBC Sections 1133B.8.5 and 1121 B.3.1, Item 8(a). Provide a minimum of 5-year warranty per DSA Bulletin 10/31/2002, revised 04/09/2008.

SECTION 300 - EARTHWORK

ADD:

1. It shall be the sole responsibility of the Contractor to provide adequate equipment and methods to accomplish the work in accordance with applicable grading codes or agency ordinances, these specifications and the approved grading plans. If, in the opinion of the Resident Engineer, unsatisfactory conditions such as questionable soil materials, poor moisture condition, inadequate compaction, and/or adverse weather result in a quality of work not in conformance with these specifications, the work will be rejected and grading shall be stopped until the unacceptable conditions are corrected.

300-1.1 General. To the "WHITEBOOK", ADD the following:

10. Clearing and grubbing shall consist of clearing natural ground surfaces of all trees, shrubs, vegetation and objectionable materials within the limits of construction in accordance with the provisions of Section 300-1, "Clearing and Grubbing," of the Standard Specifications and in accordance with the plans with these Special Provisions and as directed by the Resident Engineer.

11. Clearing shall consist of complete removal above the ground surface of trees, stumps, brush, vegetation, man-made structures, and similar debris. Grubbing shall consist of removal of stumps, roots, buried logs and other unsuitable material and shall be performed in areas to be graded. Roots and other projections exceeding 1½ inches in diameter shall be removed to a depth of 3 feet below the surface of the ground. Borrow areas shall be grubbed to the extent necessary to provide suitable fill materials.
12. Clearing and grubbing shall also include the removal and disposal of all miscellaneous concrete, pavement, pipes, hardware, timber, rubble or any other objectionable material encountered beneath the ground surface as a result of grading or trenching operations connected with the construction of the project improvements.
13. Clearing and grubbing shall also include the removal, relocation, adjusting, or salvaging of all facilities so indicated on the plans. In addition to the above items, clearing and grubbing shall include, but not limited to the following items as shown on the plans or specified in these Special Provisions:
 - a) Deleterious materials resulting from clearing and grubbing operations shall be hauled away and disposed of at a site obtained by the Contractor.
 - b) Provide continuous pedestrian and driveway access adjacent to the project area, and as directed by the Resident Engineer.
 - c) Minor grading for swales and drainage control.
 - d) Sawcutting of concrete at joints and construction limits and the removal and disposal of concrete and base.
 - e) Protection of existing and relocated utility structures prior to and during construction of proposed improvements.
 - f) Removal and disposal of pipe, ditches, protection posts, guardrail, inlets, trees, stairways, and any additional items not specifically mentioned which may be found within the work limits.
 - g) Furnishing and applying water during construction.
 - h) Maintenance of project appearance.
 - i) Control of water and dewatering during construction.
 - j) Clean-up of project upon completion of work.
 - k) Adjustment to grade of miscellaneous items such as drainage inlets, utility boxes, valves, manholes, pullboxes, interfering portions of storm drain pipes, posts.
14. The Contractor shall protect all existing structures or facilities which are adjacent to, or fall within, the limits of the work to be done under this contract in accordance with Part 4 and Section 300-1 of the 2018 Standard

Specifications. This item shall also include those structures and facilities which the plans show or these Specifications indicate to be protected. Any structure or facility to be protected which is damaged as a result of the Contractor shall be repaired or replaced at his cost, to the satisfaction of the Resident Engineer.

15. The Contractor shall remove and transport debris and rubbish in a manner that will prevent spillage on streets or adjacent areas. Clean-up of spillage will be at the Contractor's expense.
16. All material removed from the site shall be disposed of at the Contractor's expense at a site approved by the Resident Engineer.
17. Clearing and grubbing shall also include mobilization. Mobilization shall consist of preparatory work and operations, including, but not limited to, those necessary for the movement of personnel, equipment, materials and incidentals to the project site necessary for work on the project and for all other work and operations which must be performed or costs incurred prior to beginning work on the various contract items on the project site.
18. Any asphalt pavement material removed during clearing operations should be properly disposed at an approved off-site facility. Concrete fragments which are free of reinforcing steel may be placed in fills, provided they are placed in accordance with these specifications.
19. Section 4216/4217 of the Government Code requires a Dig-Alert identification number be issued at least two (2) working days prior to a "Permit to Excavate" will be valid. For your Dig-Alert identification number, Contractor shall call the following Underground Service Alert, services, and utilities:

Underground Service Alert	1-800-422-4133
Police	(619) 424-0400
Streets	(619) 527-7500
Storm Drainage	(619) 235-1000
Water and Sewer	1-800-422-4133
San Diego Gas & Electric	(800) 411-7343
Cable T.V.	(619) 236-9251 ext. 5212
20. Grading should be performed in conjunction with the observation and compaction testing services of Geocon Incorporated. Fill soil should be observed on a full-time basis during placement and tested to check in-place dry density and moisture content.

21. Site preparation should begin with removal of all deleterious material and vegetation. The depth of removal should be such that material exposed in cut areas or soil to be used for fill is relatively free of organic matter. Deleterious material generated during stripping and/or site demolition should be exported from the site.
22. Existing area drain pipes, and buried utility lines should be completely removed. All demolished material generated during removal should be exported from the site.

300-2.1 General. To the "GREENBOOK", ADD the following:

1. In general, the on-site soils are suitable for reuse as fill if free from vegetation, debris, and other deleterious matter.

300-2.9 Payment. To the "GREENBOOK", DELETE in its entirety and SUBSTITUTE with the following:

1. Unclassified Excavation shall include full compensation for furnishing all labor, materials, tools, equipment, and incidents, and for doing all the work involved in the excavation and embankments to achieve the subgrades and final grades as shown on the plans and as specified and as directed by the Resident Engineer.
2. Payment for Unclassified Excavation shall be included in the lump sum price and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in the excavation and embankments to achieve the subgrades and final grades as shown on the plans and as specified and as directed by the Resident Engineer.

300-4.1 General. To the "GREENBOOK", ADD the following:

1. The suitability of unclassified excavation as fill material shall be in accordance with the Geotechnical Report and prescribed recommendations found therein. Unclassified fill material shall be free of deleterious material.

ADD:

300-12 FINISH GRADING.

1. Finish grades shall be measured at the top surface of materials.
2. The Contractor shall take every precaution to protect and avoid damage to underground utilities during his grading and conditioning operations.
3. The Contractor shall coordinate all drainage work with all other trades. Established site drainage shall be maintained by the Contractor during all phases of landscape construction.
4. Final finish grades shall ensure positive drainage of the site with all surface drainage away from trails, buildings, play areas, walls, and toward, drainage facilities, and catch basins or water courses.

5. Final grades shall be acceptable to the Resident Engineer. Grading operations shall conform with the Geotechnical Report.

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

ADD:

301-1.2.1 Decomposed Granite Preparation and Compaction.

1. Subgrade and base under all D.G. shall be prepared and compacted to 95% relative compaction.
2. Minimum compaction for D.G. surfaces shall be 95% relative compaction.
3. Decomposed granite shall be placed to a minimum depth of 4" compacted.
4. The finish grade shall be even between the headers with no humps or depressions after the compaction. The Contractor shall provide compaction tests as required by the Resident Engineer.
5. Treat compacted subgrade with pre-emergent herbicide, as recommended by certified pest control advisor.
6. For each 2" lift, evenly spread the material over the area of concern. Grade and smooth as needed. Thoroughly water the entire area so that the entire depth of the material is moist. Roll the area with approximately 1000-3000 lbs. of weight. Allow the finished surface sufficient time to dry prior to use.

301-2.1 General. To the "GREENBOOK", ADD the following:

1. Class II Aggregate Base shall be installed per this Section 301-2.

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

1. Payment for Class II Aggregate Base shall be at the contract unit price per cubic yard and shall be included in the overall project cost, and shall include full compensation for furnishing all labor, materials, equipment and incidentals necessary to perform the work as specified in the Standard Specifications, these Special Provisions and as directed by the City Engineer.

ADD:

301-7 STABILIZED DECOMPOSED GRANITE INSTALLATION. Install stabilized decomposed granite surfacing as follows:

1. Excavate material and compact sub-grade to the relative compaction rate indicated on the details and/or notes.

2. Apply two applications of pre-emergent herbicide (See Section 800-1.2.7). Apply once before and once following placement of the decomposed granite.
3. Pre-blend stabilized decomposed granite with Binding Agent per manufacturer's recommendations at the manufacturing facility. Blending may be done with a cement mixer, pug mill, or any similar piece of equipment to thoroughly and completely blend the stabilizer with the decomposed granite material. It is essential that the stabilizer be mixed thoroughly and uniformly through the decomposed granite. Proper mixing is a must for successful application.
4. Apply mixture in two inch lifts to a compacted depth as shown on the plans.
5. Grade and smooth stabilized decomposed granite.
6. Apply water until moisture penetrates to full depth of the stabilized decomposed granite. Water activates stabilizer, so it is essential that the full depth of the material receives water at this time. To allow water to penetrate, the stabilized decomposed granite should be applied in two lifts.
7. Upon thorough moisture penetration, compact each lift of the stabilized decomposed granite. Compaction shall be done with a vibrating roller. Finish grade shall be level with adjacent concrete grades.
8. Allow finished surface enough time to dry completely before use. Set up time varies, depending upon weather conditions. A hot, dry climate will set up sooner than a cooler, moist climate.
9. Make one additional pre-emergent application one week prior to substantial completion.

301-7.1 Measurement and Payment.

1. Stabilized Decomposed Granite Paving shall be measured by the total cubic yards and paid within the total lump sum project cost. Payment shall include: complete and in place installation, be full compensation for furnishing all material, delivery, placement, fees, labor, equipment, water, Class II base materials (if indicated on the detail), tools and incidentals required to complete the work specified. No additional compensation will be made therefore.

SECTION 303 - CONCRETE AND MASONRY CONSTRUCTION

303-1.1 General. To the "GREENBOOK", ADD the following:

1. This work shall consist of preparing the area on which the concrete work is to be placed, which may include preparation of sub-grade, removal of tree roots, and placement of base materials in accordance with these Specifications and as shown on the plans. The following types of miscellaneous concrete items are included:
 - a) Concrete cleanouts
 - b) Concrete Catch Basins

303-1.12 Payment. To the GREENBOOK, DELETE in its entirety and SUBSTITUTE with the following:

1. Payment for concrete structures shall be included in the total lump sum project price and shall include the complete structural section, reinforcing, subgrade preparation, compaction, form work , and all specified finishes, admixtures, sealants, etc. and no other payment allowed therefore.

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

7. This work shall consist of preparing the area on which the concrete work is to be placed, which may include preparation of sub-grade, removal of tree roots, and placement of base materials in accordance with these Specifications and as shown on the plans. The following types of miscellaneous concrete items are included:
 - a) Standard Concrete Paving installed per section 303-5.5.3
 - b) ADA Accessible Ramps installed per section 303-5.5.5.

303-5.5.3 Walk. To the "GREENBOOK" AND "WHITEBOOK", DELETE all in its entirety and SUBSTITUTE with the following:

1. If the continuous sidewalk length equals a block or more, your name and the year in which the improvements is constructed shall be stamped therein to a depth of ¼ inch (6.4 mm) in letters not less than ¾ inch (19.1 mm) high, at a location determined by the Engineer.
2. You shall coordinate the root pruning activities in accordance with 801-6, "MAINTENANCE AND PLANT ESTABLISHMENT".
3. The forms shall be set to place the finish surface in a plane sloping from one edge of paving to the other edge a maximum of 1.5 percent right angle to the edge of paving.
4. Following placing, the concrete shall be screeded to the required grade, tamped to consolidate the concrete and to bring a thin layer of mortar to the surface, and floated to a smooth, flat, uniform surface. The concrete shall then be edged at all headers, given a preliminary troweling and provided with weakened plane joints.
5. Walk shall be steel troweled to a smooth and even finish. All formed edges shall be rounded to a radius of 1/4 inch. Edges at expansion joints shall be rounded to a radius of 1/8 inch. Preliminary troweling may be done with a long handled trowel or "Fresno", but the finish troweling, shall be done with a hand trowel. After final troweling, concrete paving shall receive 'sandblast finish' or 'exposed aggregate finish' where indicated on plans with Top-Cast surface retardent. Apply Top-Cast per manufacturer' specifications, allow proper curing time per manufacturer, and remove and finish concrete surface per manufacturer's specifications.

6. Scoring lines, where required, shall have a minimum depth of 1/4 inch and sawcut. When longitudinal scoring lines are required, they shall be parallel to, or concentric with, the lines of the work. Walks 20 feet or more in width shall have a longitudinal center scoring line. In walk returns, one scoring line shall be made radially midway between the BCR and ECR. When directed by the Engineer, longitudinal and transverse scoring lines shall match the adjacent walk. The Contractor shall have sufficient metal bars, straightedges, and joint tools on the project.
7. Headers shall remain in place for at least 16 hours after completion of the walk but must be removed before the Work is accepted.
8. If the continuous sidewalk length equals a block or more, the name of the contractor, together with the year in which the improvements are constructed, shall be stamped therein to a depth of 1/4 inch in letters not less than 3/4 inch high, at a location determined by the Engineer. After final troweling all walk surfaces shall receive a uniform light broom finish with a stiff fiber broom perpendicular to the edge of the walk, verify direction with Resident Engineer. Upon final curing walk surface shall meet or exceed a static coefficient of friction of .6 wet and approximately .8 dry. Finished surface shall meet ADAAG 4.5 requirements for paving."

ADD:

303-5.5.6 Concrete Mow Curbs. Concrete Mow Curbs shall be constructed as indicated on the plans. Concrete shall be 560-C-3250, cast in place using smooth forms set to provide the smooth radius curves as indicated on the plans. Reinforcing bar shall conform to section. Top surface of mow curb shall be 'sandblast finish' with troweled edge radii as indicated on the plans. Mow curbs shall be formed to provide smooth flowing curves free of kinks and irregularities. Mow curb height shall be set to be flush with the adjacent finished grade.

SECTION 306 – OPEN TRENCH CONDUIT CONSTRUCTION

ADD:

306-7.8.2.1 General. To the "WHITEBOOK", item 2, DELETE in its entirety and SUBSTITUTE with the following:

2. Pressure testing of pipe and fittings at the lowest elevation shall be performed at 150% of the specified test pressure and no less than 100% of the specified test pressure at the highest elevation.
 - a) Specified test pressure for Class 235 pipe shall be 150 psi and is tested at 225 psi.
 - b) Specified test pressure for Class 305 pipe shall be 200 psi and is tested at 300 psi.

ADD:

306-8.5.4 High Deflection Coupling.

1. High deflection couplings shall be constructed in accordance with the Plans and Reference Specifications. Working Drawings prepared by a Civil or Structural Engineer registered in the State of California shall be submitted in accordance with 3-8.2, "Working Drawings" for any proposed additional high deflection couplings not indicated on the Plans and Reference Specifications.

SECTION 400 – PROTECTION AND RESTORATION

400-1 GENERAL. To the "WHITEBOOK", ADD the following.

5. The Contractor is responsible for provide visual warning and control around the perimeter of the work. Provide safety orange, 36 inches high plastic mesh fencing supported by steel posts driven into ground.
6. During construction, the Contractor shall properly grade all excavated surfaces to provide positive drainage and prevent ponding of water. Drainage of surface water shall be controlled to avoid damage to adjoining properties or to finished work on the site. The Contractor shall take remedial measures to prevent erosion of freshly graded areas until such time as permanent drainage and erosion control features have been installed. Areas subjected to erosion or sedimentation shall be properly prepared in accordance with the Specifications prior to placing additional fill or structures.
7. The Contractor shall protect existing work which is to remain in place, that is to be re-used, or which is to remain the property of Owner by temporary covers, shoring, bracing, and supports.
8. Items which are to remain or are to be salvaged and which are damaged during performance of work shall be repaired to their original condition or replaced with new by the Contractor at no additional cost to Owner. The Contractor shall protect all services and utilities which are to remain. Where removal of existing utilities and pavement is specified or indicated, provide approved barricades, temporary covering of exposed areas, and temporary services or connections for electrical utilities.

SECTION 401 – REMOVAL

401-1 GENERAL. To the "GREENBOOK", ADD the following:

1. Miscellaneous materials: Buried pavements and other materials, old subsurface pavements and other materials such as concrete planters, and other materials encountered under existing pavements, which are within designated excavation areas on the demolition plans shall be removed.

2. The work includes demolition of removal (unclassified demolition) of all materials and facilities indicated or specified. Do not begin demolition until authorization is received from the Resident Engineer. Remove rubbish and debris daily, unless otherwise directed. Store materials that cannot be removed daily in areas specified by the Resident Engineer.
3. Dust control: The Contractor shall take appropriate action to check the spread of dust to avoid the creation of a nuisance in the surrounding area. Do not use water if it results in hazardous or objectionable conditions, such as flooding, or pollution. Comply with all dust regulations imposed by local air pollution agencies.
4. Personnel: Where pedestrian and driver safety is endangered in the area of removal work, use traffic barricades with flashing lights. Notify the Resident Engineer prior to beginning any such work.
5. Explosives: Use of explosives will not be permitted.

**ADD:
401-1.1**

Execution.

1. Paving: Remove concrete and asphaltic concrete paving as indicated to a depth as indicated. Remove decomposed granite play field surface to a depth as indicated.
2. Concrete: Where concrete work is to be removed, saw cut concrete along straight lines to a depth of not less than two inches. Make each cut in walls perpendicular to the face and in alignment with the cut in the opposite face. The remainder of the concrete shall be broken out, provided that the broken area is concealed in the finished work, and the remaining concrete is sound. At locations where the broken face cannot be concealed, it shall be ground smooth or the sawcut shall be made entirely through the concrete.
3. Filling: Fill holes and other hazardous openings in accordance with Section 300 Earthwork.
4. Title to Materials: Title to all materials resulting from demolition, and all materials and equipment to be removed, is vested in the Contractor upon approval by the Resident Engineer of the Contractor's demolition and removal procedures, and authorization by the Resident Engineer to begin demolition. The City will not be responsible for the condition or loss of, or damage to, such property after notice to proceed. Materials and equipment shall not be viewed by prospective purchasers or sold on or near the site.
5. Re-use of materials and equipment: Carefully remove and store materials and equipment indicated to be re-used or relocated to prevent damage, and reinstall as the work progresses.
6. Salvaged Materials and Equipment: Contractor to carefully remove materials and equipment that are designated to be removed on the plans.

7. Debris and Rubbish: Remove and transport debris and rubbish in a manner that will prevent spillage on streets or adjacent areas. Clean up spillage from streets and adjacent roads.
8. Regulations: Comply with federal, state and local hauling and disposal regulations.
9. Hazardous Materials: In the event that Hazardous Materials such as contaminated soil, underground tanks, or asbestos is found or identified during excavation for foundation or conduit installation, the following procedures shall be instituted:
 - a) The Resident Engineer shall issue a "stop work order" directing the Contractor to cease all construction operations at the locations of such potential hazardous material find. The contractor shall relocate their operations to another portion of the project site at no additional cost to the City.
 - b) Such "stop work order" shall be effective until such time as the Resident Engineer assesses the impact of the hazardous material and makes recommendations for its removal and disposal. Any "stop work order" shall contain the following:
 - i. A clear description of the work to be suspended;
 - ii. Any instructions regarding issuance of further orders by the Contractor for material services;
 - iii. Guidance as to action to be taken on subcontracts;
 - iv. Any suggestions to the Contractor as to minimization of his costs; and
 - v. Estimated duration of the temporary suspension.
 - c) If the Resident Engineer determines the Hazardous Material removals will cause further delays, the Resident Engineer shall extend the duration of the "stop work order" in writing, and the Contractor shall suspend work at the location of the hazardous materials.

401-2 ASPHALT CONCRETE PAVEMENT. To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

2. Bituminous pavement shall be cut and removed in such a manner so as not to tear, bulge or displace adjacent paving by use of construction machinery. Wheel type pressure cutters and drop hammer cutters will not be permitted for final edge cut. Sawcutting of edges to be joined is required. Where only the surface of existing bituminous pavement is to be removed, the method of removal shall be approved by the Engineer, and a minimum laying depth of 25 mm (1 inch) of new pavement material shall be provided at the join line. Where bituminous pavement adjoins a trench, the edges adjacent to

the trench shall be trimmed to neat straight lines before resurfacing to ensure that all areas to be resurfaced are accessible to the rollers used to compact the subgrade or paving materials.

SECTION 402 – UTILITIES

402-2 PROTECTION. To the “WHITEBOOK”, item 2, ADD the following:

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

402-6 COOPERATION. To the “WHITEBOOK”, ADD the following:

- 1. Notify SDG&E at least **45 Working Days** prior to excavating within 10 feet of SDG&E Underground High Voltage Transmission Power Lines (69 KV and higher).

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

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

- 5. Engineered TCP (2 foot x 3 foot size) shall be required for the following areas:
 - a) “Third Avenue”

SECTION 800 – MATERIALS

800-1.1.4 Class “C” Topsoil. To the “WHITEBOOK”, ADD the following:

- 2. Topsoil in planting areas shall be Type “C”, on-site topsoil, tested and amended to meet Class “A” specifications.

800-1.2.3.1 Pre-plant Fertilizer and Tablets. To the “WHITEBOOK”, item 1, DELETE in its entirety an SUBSTITUTE with the following:

- 1. Pre-plant fertilizer shall be a fast-release, 6-20-20 commercial, dust-free, homogeneous pellet fertilizer having the following guaranteed analysis:

Nitrogen	6%
Phosphorus	20%
Potassium	20%

800-1.2.3.2 Post-plant Fertilizer. To the "WHITEBOOK", ADD the following:

2. Post-plant fertilizer shall have 5-3-1 NPK analysis with 50% humus, 15% humic acids, soil strain bacteria, micronutrients, and 1% soil penetrant. 'Gro-Power Plus' or equal.

800-1.2.5 Mulch. To the "WHITEBOOK", ADD the following:

3. Use Type 1 Mulch

800-1.4.1 General. To the "WHITEBOOK", ADD the following:

8. Plants shall be in accordance with the California State Department of Agriculture's regulations for nursery inspections, rules and grading. The Resident Engineer is the sole judge as to acceptability for each plant. Vigorous, healthy, well-proportioned plants are the intent of this specification. Plants which are even moderately "overgrown," or are showing any signs of decline or lack of vigor are subject to rejection.
9. The size of the plants will correspond with that normally expected for species and variety of commercially available nursery stock, or as specified in the Special Conditions or drawings. Plants larger in size than specified may be used with the approval of the Resident Engineer, but the use of larger plants will make no change in contract price. If the use of larger plants is approved, the ball of earth and spread of roots for each plant shall be increased proportionately.
10. Rejection or substitution. All plants not conforming to the requirements herein specified, shall be considered defective, and such plants, whether in place or not, shall be marked as rejected and immediately removed from the site of the work and replaced with new plants by the Contractor, at his expense.
11. Right to changes. The City reserves the right to change the species, variety, and/or sizes of plant material to be furnished, provided that the cost of such plant changes does not exceed the cost of plants in the original bid, and with the provision that the Contractor shall be notified, in writing, at least thirty (30) days before commencement of planting operations.
12. Pruning. At no time shall the trees or plant materials be pruned, trimmed or topped prior to delivery, and any alteration of their shape shall be conducted only with the approval and in the presence of the Resident Engineer.
13. Handling and protection. All plants at all times shall be handled and stored so that they are adequately protected from drying out, from wind burn, or from any other injury. Any plant determined by the Resident Engineer to be wilted shall be rejected at any time during this project, whether in the ground or not. All plants shall be handled solely by their containers. Any plant that has been handled by its stem or trunk shall be rejected. The Contractor's on-

site plant storage area shall be approved by the Resident Engineer prior to the delivery of any plant material.

14. Guarantees. All trees shall be guaranteed for one (1) year from final acceptance of project (at the completion of the plant establishment and maintenance period). All other plant material shall be guaranteed for six (6) months from final acceptance.

800-1.5.3 **Tree Stakes.** To the "WHITEBOOK", item 1, DELETE in its entirety and SUBSTITUTE with the following:

1. Tree stakes shall be of lodgepole pine and shall be straight shafts, shaved and cut clean and bare of branches and stubs, of uniform thickness with a minimum diameter of 3 inches, and free of loose knots, splits or bends.

800-1.5.4 **Tree Ties.** To the "WHITEBOOK", ADD the following:

4. Tree ties shall be self-cinching vinyl plastic commercial ties, black in color, and twenty (20) inches minimum long. V.I.T. cinch-tie, wonder tree tie, or equal.

ADD:

800-1.7 **Filter Fabric.** Filter fabric shall be non-woven type, fully stabilized UV-resistant and shall prevent soil particles from clogging, entering or blocking subsurface perforated pipe drains.

ADD:

800-1.8 **Weed Barrier Fabric.** Weed barrier fabric shall be 2.8 oz. polypropylene, UV-treated fabric.

ADD:

800-2.4 **Sprinkler Equipment.** To the "WHITEBOOK", ADD the following:

3. Bubbler heads shall have fixed output and pressure compensating control.
4. Heads used for modifications/repairs shall match the equipment manufacturer, model and performance characteristics on the irrigation zone attached to.

ADD:

800-5 **SITE FURNISHINGS.**

800-5.1 **Site Furnishings.**

1. Contractor shall submit shop drawings, Manufacturer's cut sheets and specifications, including materials and fastener specifications, paint and finish systems, color charts, to the Engineer for review and approval for all site furnishings. Location of all site furnishings shall be approved by the Resident Engineer.
2. All furnishings shall be as listed on the Furniture Plan and the Construction Legend
 - a) Drinking Fountain – Manufacturer: Haws, or approved equal.
 - b) Monument Sign Wall – Manufacturer: QCP, or approved equal.

- c) Precast Concrete Benches – Manufacturer: QCP, or approved equal.
 - d) Trash Receptacle – Manufacturer: QCP, or approved equal
 - e) Recycle Receptacle – Manufacturer: QCP, or approved equal
 - f) Tree Grates – Manufacturer: Ironsmith, or approved equal
 - g) Bicycle Racks – Manufacturer: Landscape Forms, or approved equal.
 - h) Interpretive Signs – Manufacturer: Envirosigns, or approved equal.
 - i) Landscape Boulders – Manufacturer: Southwest Boulder and Stone or approved equal.
 - j) Pet Waste Dispenser - Manufacturer: Dogipot Products, or approved equal.
 - k) Decorative Pilasters – Per detail on plans
 - l) Freestanding Cast-In-Place Perimeter Wall – Per detail on plans
 - m) Playground Seatwall – Per detail on plans
 - n) Decorative Guardrails – Per detail on plans
 - o) Decorative Engraved Boulder – Stonehenge Signs
 - p) Decorative Boulder with Plaque – Stonehenge Signs
 - q) Overlook Deck – Per details on plans
 - r) Playground Equipment – Manufacturer: Playcraft Systems, or approved equal
 - s) Fitness Equipment – Manufacturer: Greenfields Outdoor Fitness, or approved equal
3. Drinking Fountain shall conform to the San Diego Regional Standard Drawing No. SDM-107 and to these Special Provisions. Drinking Fountain on concrete slab shall be Model 3500D with pet fountain, as manufactured by Haws or an approved equal.
 4. Monument Sign Wall Contractor shall furnish and install sign wall per plans, manufacturer's specifications, and approved shop drawings.
 5. Precast Concrete Benches Contractor shall furnish and install benches per plans and manufacturer's specifications.
 6. Trash and Recycling Receptacles Contractor shall furnish and install trash and recycle receptacle per plans.
 7. Tree Grates Contractor shall install tree grates per plans and manufacturer's specifications.
 8. Bicycle Racks Contractor shall furnish and install bicycle racks per plans and manufacturer's specifications.

9. Interpretive Signs Contractor shall furnish and install interpretive signs per plans and manufacturer's specifications.
10. Landscape Boulders Contractor shall furnish and install boulders per plans and manufacturer's specifications.
11. Pet Waste Dispenser Contractor shall furnish and install pet waster dispenser per plans and manufacturer's specifications.
12. Decorative Pilasters Contractor shall furnish and install pilasters per plans, manufacturer's specifications, and approved shop drawings.
13. Freestanding Cast-In-Place Perimeter Wall Contractor shall furnish and install perimeter wall per plans, manufacturer's specifications, and approved shop drawings.
14. Playground Seatwall Contractor shall furnish and install perimeter wall per plans, manufacturer's specifications, and approved shop drawings.
15. Decorative Guardrails Contractor shall furnish and install guardrails per plans, manufacturer's specifications, and approved shop drawings.
16. Decorative Engraved Boulder Contractor shall furnish and install the engraved boulder per plans, manufacturer's specifications, and approved shop drawings.
17. Decorative Boulder with plaque Contractor shall furnish and install the boulder per plans, manufacturer's specifications, and approved shop drawings.
18. Overlook Deck Contractor shall furnish and install the overlook deck per plans, manufacturer's specifications, and approved shop drawings.
19. Playground Equipment Contractor shall furnish and install playground equipment per plans and manufacturer's specifications.
20. Fitness Equipment Contractor shall furnish and install fitness equipment per plans and manufacturer's specifications.
21. Anti-Graffiti Coating shall be as manufactured by Monopole, Inc. Materials, or approved equal, shall be applied to the following site furnishings:
 - a) Shop applied by precast concrete manufacturer:
 - Precast monument sign wall
 - Freestanding Cast-In-Place Perimeter Wall
 - Playground Seatwall
 - Precast benches
 - Precast tables and seating
 - Precast trash and recycle receptacles
 - Decorative Boulders

b) Field applied by contractor:

Drinking fountain

Bike racks

Interpretive signage

Graffiti coatings shall be applied as specified below and per manufacturer's specifications for coverage:

1st Coat: Aquaseal ME12 (Item 5200)

2nd Coat: Permashield Base (Item 6100)

3rd Coat: Permashiel Premium (Item 5600 for matte finish)

4th Coat: Permashield Premium (Item 5600 for matte finish)

22. The contract price paid for Site Furnishings shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in installing Site Furnishings and minor concrete complete in place, and no additional compensation will be allowed therefore.

ADD:

800-6

RESILIENT SAFETY SURFACING.

Surfacing for tot lot play shall be poured-in-place rubberized safety surface, and shall meet the requirements of CPSC and ASTM for play areas. Only aliphatic polyurethane binder shall be used. Aromatic polyurethane binder is not acceptable.

Color wear layer may be EPDM or TPV.

Cushion layer shall be SBR or approved equal.

800-6.1

Submittals. Prospective manufacturers and/or installers of the poured-in-place safety surfacing system should be required to comply with the following:

1. The manufacturer must be experienced in the manufacturing of a poured-in-place safety surfacing system and provide references.
2. The installer must provide competent workmen skilled in this specific type of poured-in-place safety surfacing system installation. The designated supervisory personnel on the project must be competent in the installation of this material, including mixing of the materials, and spreading and compacting the materials correctly.
3. Installation should be in accordance with ASTM F1951 – Determination of accessibility of surface systems under and around playground equipment and ASTM F1292 for Impact Attenuation of surface system under and around playground equipment.
4. The poured-in-place system shall be installed in compliance with the Critical Fall Height as determined by the Playground Equipment.
5. IPEMA Certification specific to poured-in-place safety surfacing.

6. IPEMA certification specific to ½" layer of 1-3mm EPDM over cushion layer. 0.5mm TPV or EPDM. IPEMA certification not acceptable.
7. Manufacturer should provide written instructions for recommended maintenance practices.
8. Manufacturer should submit color samples for customer verification. Color samples shall be 6" x 6" of ½" top wear course layer with aromatic or aliphatic binder – per Resident Engineer; or 8 oz. clear plastic jars with specified colored granules. Sample submittal format per Resident Engineer.

800-6.2

Definitions.

1. EPDM granules: EPDM rubber (ethylene propylene diene monomer (M-class) rubber), a type of synthetic rubber, is an elastomer characterized by a wide range of applications. The M refers to its classification in ASTM standard D-1418; the M class includes rubbers having a saturated chain of the polymethylene type.
2. Critical Fall Height: A critical fall height (CFH) is the maximum height of fall from play equipment to the ground. It is important to note that safety surfaces do not prevent injury but aim to lessen the severity of any injury that may occur on falls from height.
3. Fall Height: Fall height is a measurement defined as the "vertical distance between a designated play surface and the protective surfacing beneath it.
4. TPV: Thermoplastic Vulcanized Elastomer. Developed using resin and synthetic rubber with higher UV stabilization.
5. E.SBR: Styrene-butadiene or styrene-butadiene rubber (SBR) describe families of synthetic rubbers derived from styrene and butadiene

800-6.3

ASTM Testing Standards. The Poured-in-Place Rubber Over Safety Cushioning safety surfacing must meet the following standards:

1. ASTM D624 Standard Test Method for Tear Strength of Conventional Vulcanized Rubber and Thermoplastic Elastomers.
2. ASTM D2859 Standard Test Method for Flammability of Finished Textile Floor Covering Materials
3. ASTM E303 Standard Test Method for Measuring Surface Frictional Properties Using the British Pendulum Tester
4. ASTM F1292 Standard Specification for Impact Attenuation of Surface Systems Under and Around Playground Equipment
5. ASTM F1951 Standard Specification for Determination of Accessibility of Surface Systems Under and Around Playground Equipment
6. ASTM C1028 Standard Test Method for Determining the Static Coefficient of Friction of Ceramic Tile and Other Like Surfaces by the Horizontal Dynamometer Pull Meter Method – This standard replaces

7. ASTM D2047 ASTM D412 Standard Test Methods for Vulcanized Rubber and Thermoplastic Rubbers and Thermoplastic Elastomers- Tension

800-6.4 Warranty and Maintenance. The bidder and/or poured in place safety surfacing manufacturer must provide the following:

1. The poured in place safety surfacing manufacturer should provide a warranty to the owner that covers defects in materials and workmanship of the rubber for a period of FIVE (5) years from the date of onstruction Completion and acceptance by the Resident Engineer.
2. The manufacturer's warranty should include general wear and tear. The warranty should specifically exclude vandalism, high heel punctures, acts of war or acts of nature beyond the control of the owner or the manufacturer.
3. All poured in place warranties should be limited to repair or replacement of the affected areas and should include all necessary materials, labor, transportation costs, etc. to complete said repairs. All warranties are contingent on the full payment by the owner of all pertinent invoices and adherence to any required maintenance procedures.
4. The manufacturer should instruct the owner's personnel on proper maintenance and repair of the safety surface.

800-6.5 Safety Surface Material (Tot-Lot Surfacing: Poured-in-Place Rubber Over Safety Cushioning). Written approval from the Resident Engineer, the Department of Parks and Recreation shall be required before alternative installation procedures are used.

800-6.5.1 Performance Requirements.

1. Safety: Safety surfacing within playground equipment zones shall meet or exceed the performance of CPC and ASTM F 1292 that a surface yield both a peak declaration of now more than 200 g's, and a Head Injury Criteria (HIC) value of no more than 1,000 for a head first fall from the highest accessible portion of play equipment being installed as shown on drawings.
2. Manufactured Safety Surface: For surfaces manufactured for the purpose of playground safety surface, the impact attenuation performance shall be documented by a certificate of compliance.

800-6.5.2 Accessibility.

1. Children's outdoor play areas shall be in compliance with the Uniform Federal Accessibility Standards (UFAS) FED-STD-795 and the Architectural and Engineer Instructions (9AEI0 Design Criteria. The requirements of the Americans with Disabilities Act Accessibility Guidelines (9ADAAG) 28 DFR Part 36 that provide equal or greater accessibility then the requirements of UFAS must also be met with children's outdoor play areas.

2. Safety surfaces intended to serve as accessible paths of travel for persons with disabilities shall be fire stable and slip resistant, and shall meet the requirements of FED-STD-795,28 CFR Part 36, ASTM F1487, and ASTM F 1292.

800-6.5.4 Delivery, Storage, and Handling. Materials and equipment shall be delivered and stored in accordance with the manufacturer's recommendations.

800-6.5.5 Project/Site Conditions. Synthetic safety surfacing shall be installed on dry sub surfaces, with no prospect of rain within the initial drying period, at temperatures recommended by the manufacturer.

800-6.5.6 Sequencing and Scheduling. Safety surfacing shall be installed after the playground equipment is installed. The installation shall be coordinated with playground equipment and site furnishings installation.

800-6.5.7 Warranty. Poured-in place rubber surfacing shall maintain required impact attenuation characteristics and be guaranteed against defects in workmanship and material for a three (3) year period.

800-6.6 Submittals. The following shall be submitted:

1. Manufacturer's descriptive data and installation instructions, including cleaning and preventative maintenance instructions.
2. Drawings showing shop details of the safety surfacing system, including depths of materials, anchoring system, and edge details.
3. A list of all materials and components to be installed as part of the system, by weight and/or volume and recommended coverage, including manufacturer's name, shipment date, storage requirements, and precautions, and shall state chemical composition and test results to which material has been subjected in compliance with these specifications.
4. Statement signed by an officer authorized to certify on behalf of the manufacturer of the synthetic safety surfacing attesting that the surfacing meets the requirements of ASTM F 1292 for a head first fall from the highest accessible portion of specified playground equipment. The statement shall provide the name, address, and telephone number of the testing company, the date of the test, and the test results
5. A Certificate of Insurance, shall be provided by manufacturers of synthetic safety surfacing for use as safety surfacing, covering both product and general liability, of not less than \$1,000,000. The issuing underwriter shall be AA rated.
6. Sample of safety surface for review, minimum size 150 (6 inches) 6 inches by 1500 mm (6 inches) proposed for this project.

7. Two copies of color charts displaying manufacturer's color selections and finishes proposed for use. Colors shall be as shown on Materials Plans.

800-6.7 **Materials.** Safety surfacing shall consist of synthetic safety surfacing meeting requirements of this specification.

800-6.7.1 Synthetic Safety Surface (Poured-in-Place Rubber over Safety Cushioning).

1. Synthetic surfacing shall consist of an impact attenuating substrate and wear surface bonded to produce unified system. synthetic surfacing shall consist of a uniform material manufacturer in such a way that the top portion meets the requirements specified herein for wear surface. The type of synthetic safety surfacing shall be a poured-in place system with colors as indicated on the drawings.
 - a) Impact Attenuating Substrate: Substrate shall consist of shredded styrene butadiene rubber (SBR) adhered with a 100 percent solids polyurethane binder to form a resilient, porous material. Strands of SBR may vary from 0.5 mm-2 min. thickness, by 3 mm-20 mm in length. Foam or granular rubber may not be permitted in substrate. Binder shall not be less than 12 percent, nor more than 16 percent, of the total weight of rubber, and shall provide 100 percent coating of the particles. The substrate shall be compatible with a poured-in-place wearing surface and shall meet requirements herein for impact attenuation.
 - b) Poured-in-Place Wear Surface: Wear surface shall consist of ethylene propylene diene monomer (EPDM) particles adhered with a polyurethane binder formulated to produce an even, uniform surface. EPDM particles shall meet requirement of ASTM D 412 for tensile strength and elongation, ASTM D 2240 (Shore A) hardness of 50-70, not less than 25 % rubber hydrocarbons. EPDM shall be peroxide cure. Size of rubber particles shall not be less than 1 mm nor greater than 3 mm across. Binder shall not be less than 15 percent, nor greater than 20 percent, of total weight of rubber used in the wear surface, and shall provide 100 percent coating of the particles, thickness of wear surface shall be a minimum 10 mm (3/8-inch). The wear surface shall be porous.
 - c) Binder: Binder for synthetic surfacing shall be non- toxic, weather resistant, ultraviolet stable, non-hardening, retaining impact attenuating qualities, and shall be 100 percent solid polyurethane, methylene diphenel isocynate (MDI) or as recommended by the manufacturer. No toluene diphenel isocynate (TDI) shall be used. Weight of polyurethane shall be less than 1.02 Kg/1 (8.5) lbs/gal) 8.5 lbs/gal, nor more than 1.14 Kg/1 (9.5 lbs/gal) 9.5 lbs/gal.

SECTION 801 - INSTALLATION

**ADD:
801-1.1**

Demolition.

1. The Contractor shall be responsible for the demolition and site preparation of the entire area prescribed. The Contractor shall make themselves aware of the proposed new layout of surface and landscape areas and coordinate his work with other Contractors whether part of this contract or as a separate contract with Owner.
2. Unless otherwise approved by Owner, all demolition within the barricaded areas shall be executed using hand methods or approved small hand held mechanical machinery provided exceptional care is taken to avoid injury to the root system or other portions of the tree. Large mechanical equipment may be used so long as it is not used within the drip line of the trees.
3. The storage or stockpiling of equipment and material or the unauthorized entry of personnel within the barricaded areas shall be strictly prohibited. The use of the tree's shade within the barricaded area by construction personnel during break periods shall be strictly prohibited.
4. All excavation around existing trees to remain shall be executed by hand. Where excavations uncover and expose roots that are to remain the Contractor shall cover these roots with 6" of fill immediately to prevent the roots from drying out.
5. All demolished material shall be removed from site and legally disposed of by the Contractor at no additional charge to the Owner.
6. Immediately before any root pruning operations, the Contractor shall thoroughly spray the tree with an antidesiccant solution. The antidesiccant shall be applied using a power sprayer capable of thoroughly coating the tree's foliage, trunks, branches, stems, and twigs. Two weeks after root pruning, the antidesiccant solution shall be sprayed again on the tree.
7. All holes, depressions, or disturbances left by the Contractor's demolition and transplant activities shall be backfilled and brought up to existing grade by the Contractor and covered with 'sod' (Refer to sheet LP-1). Where new asphalt pavement is to be installed, whether as part of this contract or as a separate contract with the Owner, the Contractor shall backfill and compact up to 12" less than final asphalt grades. This is to allow for the installation of the asphalt subbase and surface costs by the Paving Contractor.
8. Where proposed landscape areas are to be created the Contractor shall shape and grade the area within the barricade to final finished grade.

801-1.1.1 Site Access. The Contractor shall not close or obstruct roadways, drive isles or other access lanes without the written approval of the Owner. The Contractor shall maintain service access for the adjacent property tenants at all times. This includes access to the existing trash enclosure at the northwest corner of the site and service and emergency egress access to the rear service entrance to the Observatory Theater. The Contractor shall exercise extreme care to protect the health and safety of these users. The Contractor shall be responsible for the erection of warning lights and barricades in areas in which the Contractor's construction activities may pose a health threat. The Contractor shall prepare and submit to the Engineer a site access plan to illustrate the Contractor's means for maintaining service and emergency egress access to adjacent property tenants during construction.

**ADD:
801-1.2**

Maintenance.

1. The Contractor shall be responsible for the care and maintenance of all existing trees to remain and all trees from planting to final acceptance of each phase of work.
2. Maintenance personnel shall be specifically assigned to monitor the health of all trees under the Contractor's responsibility. It shall be required as part of this contract that key maintenance personnel be approved by the Resident Engineer. These personnel shall be assigned specific and sole responsibility to continuously monitor the health of the trees. In order to maintain continuity these key personnel shall not be dismissed or reassigned to other projects without the written permission of the Resident Engineer.
3. Maintenance shall include but not be limited to: fertilization, watering, pruning of dead or sick branches, maintaining stakes and cables to maintain transplanted trees in an upright plumb position, pest/disease control and monitoring, and any other acceptable maintenance practice to maintain the trees in a healthy and vigorous state.

801-2.3 Finish Grading. To the "WHITEBOOK", ADD the following:

12. The finish grade shall be defined as the surface of soil following all grading, soil preparation, water settlement and repair and shall be smooth, uniform, and free of abrupt grade changes and depressions to ensure surface drainage.
13. Contours and finish grade shall provide for drainage to sheet and shall not channel drainage in a manner where volume and velocity of water will create surface erosion.

14. All depressions where water will stand, all voids, erosion, settled trenches and excavations, and all ridges and rises which affect the maintenance and mowing of the lawns with a gang-mower or which visually are evident shall be filled with conditioned topsoil and/or removed by Contractor, leaving a smooth, even finish grade.
15. All stones one inch (1") and larger generated by the finish grading shall be removed off site.

801-4.1 General. To the "WHITEBOOK", ADD the following:

7. Plant installation shall be performed during those periods when weather and soil conditions are suitable and in accordance with locally accepted horticultural practice. No planting shall be done in any area until the area concerned has been satisfactorily prepared in accordance with these specifications.
8. Soil moisture level prior to planting shall be no less than 75% of field capacity. The determination of adequate soil moisture for planting shall be the sole judgment of the Resident Engineer. The Contractor shall obtain approval of planting pits before planting operations shall begin. If the soil moisture level is found to be insufficient for planting, all planting pits shall be filled with water and allowed to drain before starting planting operations.
9. No more plants shall be distributed in the planting area on any day than can be planted and watered on that day. All plants shall be planted and watered as herein specified immediately after the removal of the containers. Containers shall not be cut prior to placing the plants in the planting area.
10. Prior to any excavation, the exact positioning and location of trees to be planted in existing lawn areas shall be done on site with Landscape Architect. Contractor shall flag all existing rotor sprinkler locations in the proximity of the proposed tree locations on the plans prior to meeting with the Landscape Architect. Trees shall not be placed closer than 20 feet from any rotor, unless otherwise directed by Landscape Architect/Resident Engineer.

801-4.2 Protection and Storage. To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

1. Sun sensitive plants, stolons, and sod shall be stored in the shade or screened from the sun.
2. The Contractor's on-site plant storage area shall be approved by the Resident Engineer prior to the delivery of any plant materials. Any plant determined by the Resident Engineer to be wilted or otherwise damaged shall be rejected

at any time during the project, whether in the ground or not. All plants that have been handled by trunk or stem shall be rejected.

801-4.6.2 Guying. To the "WHITEBOOK", ADD the following:

2. Trees, as noted on plans, shall be staked with two wood stakes placed 18" from each side of the tree trunk. The stakes shall be placed relative to the tree in the perpendicular direction to the prevailing wind direction. The stakes shall be driven in plumb and secure. Special care shall be taken that the driving in of the stake does not damage the tree roots or root ball. Tree ties shall be fastened to each tree and stake by looping figure 8's with the inside diameter of the tie at 2 or 3 times the diameter of the tree and by tacking the back of the tie to the stake.

ADD:

801-4.10 Bark Mulching. All areas to receive shrubs and ground covers shall be mulched by covering the entire surface of the planting area with a three inch (3") deep minimum layer of Type 1 bark mulch.

801-5.1 General. To the "WHITEBOOK", ADD the following:

2. Work on the irrigation system including hydrostatic tests, backfill and densification of trenches, and other excavations shall be performed before topsoil placement. Preliminary operational tests of the automatic control system and coverage tests shall be performed after top soil placement.
3. Work on the existing irrigation system including verifying components and their condition, mainline and wire location to be connected thereto, and functional (operational) condition of all components shall be included in the scope of work. A written record of the findings shall be created as part of the project records, aside from as-built drawings. This shall set in place the identified existing conditions.

801-5.4 Installation of Valves, Valve Boxes, and Special Equipment. To the "WHITEBOOK", ADD the following:

8. Connect all existing wires of the existing remote control valves to the new remote control valves. Provide splices and wire extensions as required to complete the work.

801-7.1 Tree Trimming. To the "WHITEBOOK", ADD the following:

7. Pruning shall be limited to the minimum necessary to remove injured twigs and branches, and to compensate for loss of roots during transplanting, but never to exceed one-tenth the branching structure. Pruning may be done only with the approval of, and in the presence of, the Resident Engineer. Cuts over

three-quarters of an inch (3/4") shall be painted with an approved tree wound paint.

801-9 PAYMENT. To the "WHITEBOOK", ADD the following:

4. The contract price paid for independent play event shall include full compensation for furnishing all submittals labor, materials, tools, equipment, and incidentals, and for doing all the work involved in installing play equipment and project components complete in place, and no additional compensation will be allowed therefor.

ADD:

801-10 INSTALLATION OF SAFETY SURFACING.

801-10.1 Preparation.

1. Finished Grade: Verify that finished elevations of adjacent areas are as indicated on the drawings and safety surfacing manufacturer's direction, that the subgrade elevation has been established for the safety surface to be installed, and that the subsurface has been installed in a true, even plane, and sloped to drain as indicated on drawings. Verify that all surface irregularities have been corrected.
2. Subsurface: Tolerance of compacted subgrade shall be within 3 mm (1/8-inch) 1/8-inch in 3050 mm (10 feet) 10 feet. Tolerance of aggregate subsurface shall be within 10 mm (3/8-inch) 3/8 inch in 3050 mm (10 feet) 10 feet. Verify that aggregate subsurface have been fully compacted to 95 percent.
3. Drainage: Verify that subsurface drainage has been installed to provide positive drainage.

801-10.2 Synthetic Safety Surface Installation.

1. Poured-in-Place System: Components of the poured-in-place safety surface system shall be mixed on site in a rotating tumbler to ensure components are thoroughly mixed and are in accordance with manufacturer's recommendations. Installation of poured-in-place surfacing shall be seamless and completely bonded to subsurface. Material shall cover all foundations and fill around all elements penetrating the surface.
2. Poured-in-Place Substrate: Whenever practical, substrate layer of poured-in-place surfacing material shall be installed in one continuous pour on the same day. When a second pour is required, fully coat the edge of the previous work with polyurethane binder to ensure 100 percent bond with

new work. Apply adhesive in small quantities so that new substrate can be placed before the adhesive dries.

3. Poured-in-Place Wear Surface: Wearing surface shall be bonded to substrate. Apply adhesive to substrate in small quantities so that wearing surface can be applied before adhesive dries. Surface shall be hand trowled to a smooth, even finish. Pour shall be continuous and seamless.
4. Thickness: Construction methods, such as use of measured screeds 1/16-inch thicker than the required surfacing depth, shall be employed to ensure full depth of specified surfacing material is installed. Surfacing system thickness throughout the playground equipment use zone shall be as required to meet the impact attenuation requirements specified herein.
5. Clean-up: Do not allow adhesives on adjacent surfaces. Immediately clean up spills or excess adhesives.
6. Protection: The synthetic safety surface shall be allowed to fully cure in accordance with manufacturer's instructions. The surface shall be protected from all traffic during the curing period for 48 hours or as instructed by the manufacturer.
7. Manufacturer's Service: For synthetic safety, surfacing services of a manufacturer's representative who is experienced in installation of the specified playground safety surface shall be provided. The representative shall supervise the installation to ensure that the safety surfacing meets the impact attenuation requirements as specified herein.
8. The cost for unitary rubber surfacing shall be included in the project lump sum cost and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in installing unitary rubber surfacing as shown on the plans, and as specified in these special provisions and as directed by the Engineer, including clean-up, repairs, and guarantees.

SECTION 802 – NATIVE HABITAT PROTECTION, INSTALLATION, MAINTENANCE, AND MONITORING

802-2.1 Project Biologist. To the "WHITEBOOK", ADD the following:

5. You shall retain a qualified Project Biologist to perform biological monitoring Work for this Contract. You shall coordinate your activities and Schedule with the activities and schedules of the Project Biologist.

SECTION 1001 – CONSTRUCTION BEST MANAGEMENT PRACTICES (BMPs)

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

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

SUPPLEMENTARY SPECIAL PROVISIONS
APPENDICES

APPENDIX A
NOTICE OF EXEMPTION

NOTICE OF EXEMPTION

(Check one or both)

TO: Recorder/County Clerk
P.O. Box 1750, MS A-33
1600 Pacific Hwy, Room 260
San Diego, CA 92101-2400

FROM: City of San Diego
Development Services Department
1222 First Avenue, MS 501
San Diego, CA 92101

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

Project Name/Number: Olive St. Park and Acquisition/625365 **WBS No.:** S-10051.02.06 **SCH No.:** N.A.

Project Location-Specific: 2750-2778 Third Avenue, Uptown Community Planning Area, Council District 3

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

Description of nature and purpose of the Project: The project is a 0.74-acre neighborhood park on City of San Diego-owned open space adjacent to the intersection of Olive Street and Third Avenue. The project site is surrounded by healthcare, residential, office, and commercial uses. Park amenities and features include an open turf area, children's play area, adult fitness area, storm water conveyance and basins, seating areas, park signage, walkways, landscaping, security lighting, irrigation system, low perimeter wall, fencing and an overlook deck. The project would remove non-native vegetation. A storm drain system is proposed that would include connection to adjacent City of San Diego-owned storm water facilities. Access to the project site would include existing sidewalks and on-street parking. The Uptown Community Plan designates the site as Population-based Park land use. The project contains Environmentally Sensitive Lands (Steep Hill-sides). It is within the San Diego International Airport Influence Area - Review Area 2, Airport Approach Overlay Zone, Open Space (OP-1-1) Base Zone.

Name of Public Agency Approving Project: City of San Diego

Name of Person or Agency Carrying Out Project: City of San Diego, Public Works Department. Gretchen Eichar, 525 B St, Suite 750, San Diego, CA 92101, (619) 533-4110

Exempt Status: (CHECK ONE)

- Ministerial (Sec. 21080(b)(1); 15268);
- Declared Emergency (Sec. 21080(b)(3); 15269(a));
- Emergency Project (Sec. 21080(b)(4); 15269(b)(c))
- Categorical Exemption: Categorically exempt from CEQA pursuant to CEQA Guidelines, Section 15303 (New Construction), 15332 (In-fill Development Projects)

Reasons why project is exempt: The City of San Diego determined that the project would qualify to be categorically exempt from CEQA pursuant to CEQA Guidelines Sections 15303, new construction or conversion small structures, and 15332, which consists of in-fill projects meeting the following conditions in this section. Park development is consistent with the conditions in section 15332: it is consistent with applicable general plan designation and policies as well as with applicable zoning designation and regulations; occurs within city limits on a project site of no more than five acres substantially surrounded by urban uses; has no value as habitat for endangered, rare or threatened species; would not result in any significant effects relating to traffic, noise, air quality, or water quality; and can be adequately served by all required utilities and public services. In addition, the construction of limited numbers of new, small facilities include utility extensions, street improvements, and accessory structures such as patios and fences are authorized in Section 15303 (d) and (e). In addition, the exceptions listed in Section 15300.2 would not apply.

Lead Agency Contact Person: Gretchen Eichar

Telephone: (619) 533-4110

If filed by applicant:

1. Attach certified document of exemption finding.
2. Has a notice of exemption been filed by the public agency approving the project? () Yes () No

It is hereby certified that the City of San Diego has determined the above activity to be exempt from CEQA



Carrie Purcell, Assistant Deputy Director

7/29/2020

Date

Check One:

- (X) Signed by Lead Agency
() Signed by Applicant

Date Received for Filing with County Clerk or OPR:

APPENDIX B
FIRE HYDRANT METER PROGRAM

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

1. **PURPOSE**

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

2. **AUTHORITY**

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

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

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

2.4 California Code of Regulations, Titles 17 and 22

2.5 California State Penal Code, Section 498B.0

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

2.7 Water Department Director

Reference

2.8 State of California Guidance Manual for Cross Connection Programs

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

2.10 American Water Works Association Standards for Water Meters

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

3. **DEFINITIONS**

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

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

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

4. **POLICY**

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

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

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

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

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

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

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

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

4.7 Relocation of Existing Fire Hydrant Meters

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

4.8 Disconnection of Fire Hydrant Meter

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

CITY OF SAN DIEGO CALIFORNIA DEPARTMENT INSTRUCTIONS	NUMBER DI 55.27	DEPARTMENT Water Department
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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

CITY OF SAN DIEGO CALIFORNIA DEPARTMENT INSTRUCTIONS	NUMBER DI 55.27	DEPARTMENT Water Department
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inspection. After installation is approved by the Meter Shop the vehicle and meter shall be brought to the Meter Shop on a monthly basis for meter reading and on a quarterly basis for testing of the backflow assembly. Meters mounted at the owner's expense shall have the one year contract expiration waived and shall have meter or backflow changed if either fails.

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

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

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

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

CITY OF SAN DIEGO CALIFORNIA DEPARTMENT INSTRUCTIONS	NUMBER DI 55.27	DEPARTMENT Water Department
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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.

CITY OF SAN DIEGO CALIFORNIA DEPARTMENT INSTRUCTIONS	NUMBER DI 55.27	DEPARTMENT Water Department
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- 8.5 If damage occurs to Water Department property (i.e. fire hydrant meter, backflow, various appurtenances), the cost of repairs or replacements will be charged to the customer of record (applicant).

Water Department Director

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

APPENDIX

Administering Division: Customer Support Division

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

Distribution: DI Manual Holders



Application for Fire Hydrant Meter (EXHIBIT A)

(For Office Use Only)

NS REQ	FAC#
DATE	BY

METER SHOP (619) 527-7449

Meter Information

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

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

Company Information

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

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

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

WATER USES WITHOUT ANTICIPATED CHARGES FOR RETURN TO SEWER

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

Note:

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

Date

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

Subject: Discontinuation of Fire Hydrant Meter Service

Dear Water Department Customer:

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

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

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

Sincerely,

Water Department

APPENDIX C

MATERIALS TYPICALLY ACCEPTED BY CERTIFICATE OF COMPLIANCE

MATERIALS TYPICALLY ACCEPTED BY CERTIFICATE OF COMPLIANCE

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

APPENDIX D

SAMPLE CITY INVOICE WITH CASH FLOW FORECAST

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

Construction Cash Flow Forecast
 "Sewer and Water Group Job 965 (W)"

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

SAMPLE REFERENCE

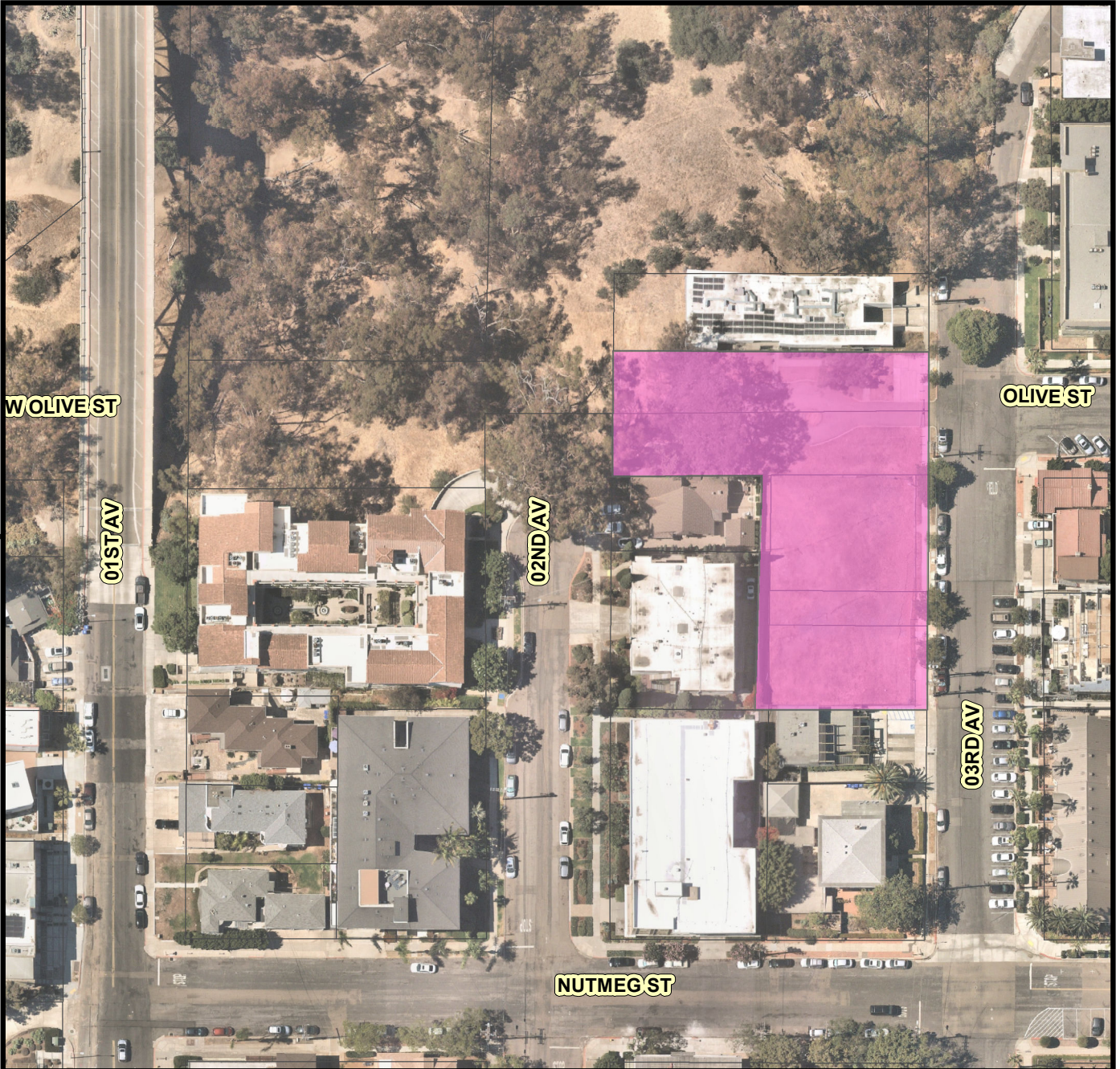
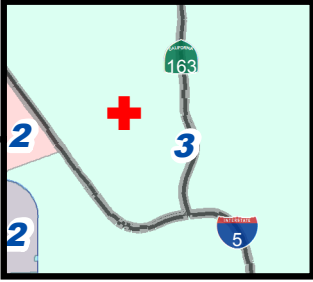
APPENDIX E
LOCATION MAP

OLIVE STREET PARK - ACQUISITION & DEVELOPMENT

PREDESIGN
PROJECT OFFICER II
KEVIN OLIVER
(619) 533-5139

PREDESIGN
PROJECT MANAGER
KEVIN NGUYEN
(619) 533-7471

PREDESIGN LOCATION MAP



Legend

Olive Street Park - Acquisition & Development



No Scale

Document Path: S:\PITS\PITS-CIP-Preliminary-Engineering-and-Program-Coordination\MGQ\qico shared\Olive Street Park - Acquisition & Development\PreDesign Location Map (8-11-2022).mxd

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APPENDIX F
SAMPLE OF PUBLIC NOTICE



CONSTRUCTION NOTICE

PROJECT TITLE

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

The work will consist of:

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

How your neighborhood may be impacted:

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

Hours and Days of Operation:

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

City of San Diego Contractor:

Company Name, XXX-XXX-XXXX



CONSTRUCTION NOTICE

PROJECT TITLE

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

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• Cars parked in violation of signs will be TOWED.

Hours and Days of Operation:

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

City of San Diego Contractor:

Company Name, XXX-XXX-XXXX

APPENDIX G

ADVANCED METERING INFRASTRUCTURE (AMI) DEVICE PROTECTION

Protecting AMI Devices in Meter Boxes and on Street Lights

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

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

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

- A. Endpoints, see Photo 1:

Photo 1



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



Network Devices, see Photo 3:

Photo 3



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

Photo 4



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

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

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

Photo 5

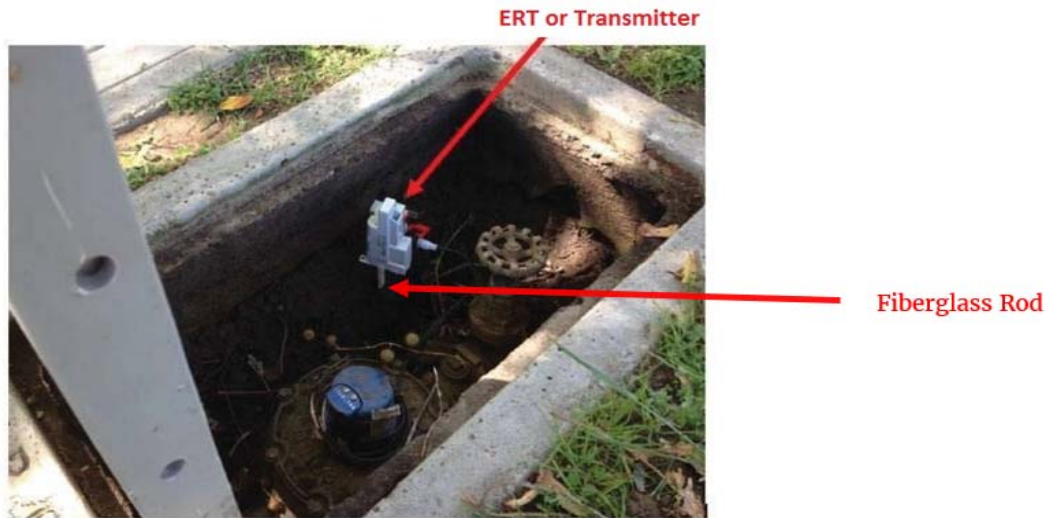


Photo 6 below is an example of disturbance that shall be avoided:

Photo 6



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

Photo 7



Another component of the AMI system are the Network Devices. The Network Devices are strategically placed units (mainly on street light poles) that collect interval meter reading data from multiple meters for transmission to the Department Control Computer. **If you come across any of these devices on street lights that will be removed or replaced (refer to Photos 8 and 9 below), notify AMI Project Manager Arwa Sayed at (619) 362-0121 immediately.**

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

Photo 8



Network Device

Photo 9



If you encounter any bad installations, disconnected/broken/buried endpoints, or inadvertently damage any AMI devices or cables, notify the Resident Engineer immediately. The Resident Engineer will then immediately contact the AMI Project Manager, Arwa Sayed, at (619) 362-0121.

ATTACHMENT F

RESERVED

ATTACHMENT G
CONTRACT AGREEMENT

CONTRACT AGREEMENT

CONSTRUCTION CONTRACT

This contract is made and entered into between THE CITY OF SAN DIEGO, a municipal corporation, herein called "City", and Blue Pacific Engineering & Construction, herein called "Contractor" for construction of **Olive Street Park Acquisition & Development**; Bid No. **K-23-1946-DBB-3-A**, in the amount of Two Million Three Hundred Five Thousand Five Hundred Dollars and Zero Cents (\$2,305,500.00), which is comprised of the Base Bid.

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

1. The following are incorporated into this contract as though fully set forth herein:
 - (a) The attached Faithful Performance and Payment Bonds.
 - (b) The attached Proposal included in the Bid documents by the Contractor.
 - (c) Reference Standards listed in the Instruction to Bidders and the Supplementary Special Provisions (SSP).
 - (d) That certain documents entitled **Olive Street Park Acquisition & Development**, on file in the office of the Purchasing & Contracting Department as Document No. **S-10051**, 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 **Olive Street Park Acquisition & Development**, Bid Number **K-23-1946-DBB-3-A**, San Diego, California.
3. For such performances, the City shall pay to Contractor the amounts set forth at the times and in the manner and with such additions or deductions as are provided for in this contract, and the Contractor shall accept such payment in full satisfaction of all claims incident to such performances.
4. No claim or suit whatsoever shall be made or brought by Contractor against any officer, agent, or employee of the City for or on account of anything done or omitted to be done in connection with this contract, nor shall any such officer, agent, or employee be liable hereunder.
5. This contract is effective as of the date that the Mayor or designee signs the agreement and is approved by the City Attorney in accordance with San Diego Charter Section 40.

CONTRACT AGREEMENT (continued)

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

THE CITY OF SAN DIEGO

APPROVED AS TO FORM

By Stephen Samara

Mara W. Elliott, City Attorney
By Dana Fairchild

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

Print Name: Dana Fairchild
Deputy City Attorney

Date: 12/29/2022

Date: 1/4/2023

CONTRACTOR

By Shahram Elihu

Print Name: Shahram Elihu

Title: President

Date: 10/20/2022

City of San Diego License No.: B2010019612

State Contractor's License No.: 824455

DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) REGISTRATION NUMBER: 1000003217

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

COVID-19 VACCINATION ORDINANCE CERTIFICATION OF COMPLIANCE

I hereby certify that I am familiar with the requirements of San Diego Ordinance No. O-21398 implementing the City's Mandatory COVID-19 Vaccination Policy.

TERMS OF COMPLIANCE

The City's Mandatory COVID-19 Vaccination Policy, outlined in San Diego Ordinance O-21398 (Nov. 29, 2021), requires ALL City contractors, who interact in close contact with City employees while providing contracted services indoors in City facilities or while performing bargaining unit work while indoors, to be fully vaccinated against COVID-19, effective January 3, 2022, as a condition for provision or continued provision of contracted services.

1. "City contractor" means a person who has contracted with the City of San Diego to provide public works, goods, services, franchise, or consultant services for or on behalf of the City, and includes a subcontractor, vendor, franchisee, consultant, or any of their respective officers, directors, shareholders, partners, managers, employees, or other individuals associated with the contractor, subcontractor, consultant, or vendor. "Person" means any natural person, firm, joint venture, joint stock company, partnership, association, club, company, corporation business trust or organization.
2. "Fully vaccinated" means a person has received, at least 14 days prior, either the second dose in a two-dose COVID-19 vaccine series or a single-dose COVID-19 vaccine, or otherwise meets the criteria for full vaccination against COVID-19 as stated in applicable public health guidance, orders, or law. Acceptable COVID-19 vaccines must be approved by the U.S. Food and Drug Administration (FDA) or authorized for emergency use by the FDA or the World Health Organization.
3. "Close contact" means a City contractor is **within 6 feet** of a City employee for a **cumulative total of 15 minutes or more over a 24-hour period** (for example, three individual 5-minute exposures for a total of 15 minutes).
4. City contractors who interact in close contact with City employees must fully comply with the City's Mandatory COVID-19 Vaccination Policy, which may include a reporting program that tracks employee vaccination status.
5. City contractors with employees or subcontractors who interact in close contact with City employees must certify that those members of their workforce, and subcontractors regardless of tier, who work indoors at a City facility, are fully vaccinated and that the City contractor has a program to track employee compliance.
6. City contractors that have an Occupational Safety and Health Administration compliant testing program for members of their workforce, as a reasonable accommodation, may be considered for compliance.

Non-compliance with the City's Mandatory COVID-19 Vaccination Policy may result in termination of a contract for cause, pursuant to the City's General Terms and Provisions, Reference Standards, and the San Diego Municipal Code.

CONTRACTOR CERTIFICATION

DRUG-FREE WORKPLACE

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

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

CONTRACTOR CERTIFICATION

AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE CERTIFICATION

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

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

CONTRACTOR CERTIFICATION

CONTRACTOR STANDARDS – PLEDGE OF COMPLIANCE

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

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

CONTRACTOR CERTIFICATION

EQUAL BENEFITS ORDINANCE CERTIFICATION

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

CONTRACTOR CERTIFICATION

EQUAL PAY ORDINANCE CERTIFICATION

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

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

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

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

CONTRACTOR CERTIFICATION

PRODUCT ENDORSEMENT

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

AFFIDAVIT OF DISPOSAL

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

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

Olive Street Park Acquisition & Development

(Project Title)

as particularly described in said contract and identified as Bid No. **K-23-1946-DBB-3-A**; SAP No. (WBS) **S-10051**; and **WHEREAS**, the specification of said contract requires the Contractor to affirm that "all brush, trash, debris, and surplus materials resulting from this project have been disposed of in a legal manner"; and **WHEREAS**, said contract has been completed and all surplus materials disposed of:

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

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

Dated this _____ DAY OF _____, _____.

By: _____
Contractor

ATTEST:

State of _____ County of _____

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

Notary Public in and for said County and State

LIST OF SUBCONTRACTORS

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

In accordance with the requirements of the "Subletting and Subcontracting Fair Practices Act", Section 4100, of the California Public Contract Code (PCC), the Bidder is to list below the name, address and license number of each Subcontractor who will perform work, labor, render services or specially fabricate and install a portion [type] of the work or improvement, in an amount of or in excess of 0.5% of the Contractor's total Bid. Failure to comply with this requirement may result in the Bid being rejected as non-responsive. The Contractor is to list only one Subcontractor for each portion of the Work. The Bidder's attention is directed to the Special Provisions - Section 3-2, "SELF-PERFORMANCE", 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 ^①	WHERE CERTIFIED ^②	CHECK IF JOINT VENTURE PARTNERSHIP
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____							
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____							

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

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

NAMED EQUIPMENT/MATERIAL SUPPLIER LIST

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

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

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

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

Form AA40 - Named Equipment/Materials 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 BLUE PACIFIC ENGINEERING CONSTRUCTION, INC. as Principal, and NATIONWIDE MUTUAL INSURANCE COMPANY as Surety, are held and firmly bound unto The City of San Diego hereinafter called "OWNER," in the sum of **10% OF THE TOTAL BID AMOUNT** for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

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

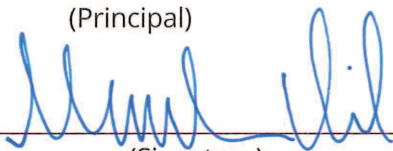
OLIVE STREET PARK ACQUISITION & DEVELOPMENT; K-23-1946-DBB-3-A

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

SIGNED AND SEALED, this 30TH day of SEPTEMBER, 20 22

BLUE PACIFIC ENGINEERING CONSTRUCTION, INC. (SEAL)

(Principal)

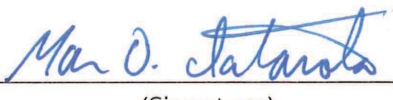
By: 

(Signature)

SHAHRAM ELIHU, PRESIDENT

NATIONWIDE MUTUAL INSURANCE COMPANY (SEAL)

(Surety)

By: 

(Signature)

MARK D. IATAROLA, ATTORNEY-IN-FACT

(SEAL AND NOTARIAL ACKNOWLEDGEMENT OF SURETY)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

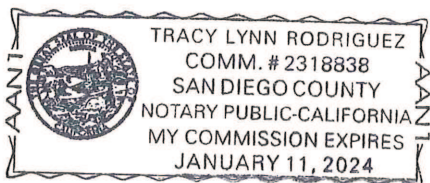
CIVIL CODE § 1189

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

State of California }
County of SAN DIEGO }

On 9/30/2022 before me, TRACY LYNN RODRIGUEZ, NOTARY PUBLIC
Date Here Insert Name and Title of the Officer
personally appeared MARK D. IATAROLA
Name(s) of Signer(s)

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



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

WITNESS my hand and official seal.

Place Notary Seal and/or Stamp Above

Signature [Handwritten Signature]
Signature of Notary Public

OPTIONAL

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

Description of Attached Document

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

Capacity(ies) Claimed by Signer(s)

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

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation

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

HELEN MALONEY; JOHN G MALONEY; MARK D IATAROLA; SANDRA FIGUEROA; TRACY LYNN RODRIGUEZ;

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

UNLIMITED

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

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

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

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

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

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

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

Antonio C. Albanese, Vice President of Nationwide Mutual Insurance Company

ACKNOWLEDGMENT

STATE OF NEW YORK COUNTY OF NEW YORK: ss

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



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

Notary Public
My Commission Expires
October 19, 2024

CERTIFICATE

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

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this 30TH day of

SEPTEMBER, 2022

Assistant Secretary

CONTRACTOR'S CERTIFICATION OF PENDING ACTIONS

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

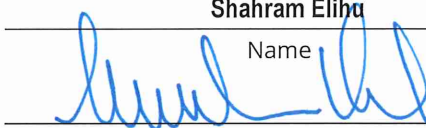
CHECK ONE BOX ONLY.

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

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

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

Contractor Name: Blue Pacific Engineering Construction, Inc.

Certified By Shahram Elihu Title President
 Name
 Signature Date 10/04/2022

USE ADDITIONAL FORMS AS NECESSARY

Mandatory Disclosure of Business Interests Form

BIDDER/PROPOSER INFORMATION

Legal Name		DBA	
Blue Pacific Engineering Construction, Inc.		Blue Pacific Engineering & Construction	
Street Address	City	State	Zip
3750 Convoy Street, Suite 306, San Diego		CA	92111
Contact Person, Title		Phone	Fax
Shahram Elihu, President		858-956-1456	

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

* The precise nature of the interest includes:

- the percentage ownership interest in a party to the transaction,
- the percentage ownership interest in any firm, corporation, or partnership that will receive funds from the transaction, the value of any financial interest in the transaction,
- any contingent interest in the transaction and the value of such interest should the contingency be satisfied, and any philanthropic, scientific, artistic, or property interest in the transaction.

** Directly or indirectly involved means pursuing the transaction by:

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

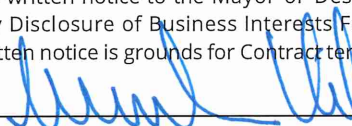
Name	Title/Position
Shahram Elihu	President
City and State of Residence	Employer (if different than Bidder/Proposer)
San Diego CA	
Interest in the transaction	
100% Ownership of Blue Pacific Engineering Construction, Inc.	

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

* Use Additional Pages if Necessary *

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

Shahram Elihu, President



10/04/2022

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
Shahram Elihu	President

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

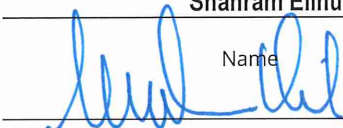
The Bidder, under penalty of perjury, certifies that, except as noted below, he/she or any person associated therewith in the capacity of owner, partner, director, officer, manager:

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

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

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

Contractor Name: Blue Pacific Engineering Construction, Inc.

Certified By Shahram Elihu Title President

Name
 Date 10/04/2022
Signature

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

**DEBARMENT AND SUSPENSION CERTIFICATION
SUBCONTRACTORS, SUPPLIERS AND MANUFACTURERS
*TO BE COMPLETED BY BIDDER***

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

Names of the Principal individual owner(s)

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

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

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE
CONSTRUCTOR	
A. B. Hashmi, Inc.	
AHMAD BILAL HASHMI	RMO / CEO / PRES

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE
CONSTRUCTOR	
Ferreira Coastal Construction Company	
NELSON FERREIRA	RMO / CEO / RES

SUBCONTRACTOR SUPPLIER MANUFACTURER

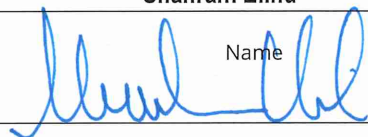
NAME	TITLE
DESIGNER	
McGrath Holdings, Inc	
MICHAEL MC GRATH	RMO / CEO / PRES

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE
CONSULTOR	
Merkel & Associates, Inc.	
BARBARA L MERKEL	RMO / CEO / RES

Contractor Name: Blue Pacific Engineering Construction, Inc.

Certified By Shahram Elihu Title President


 Name

Date 10/04/2022

Signature

USE ADDITIONAL FORMS AS NECESSARY*

**DEBARMENT AND SUSPENSION CERTIFICATION
SUBCONTRACTORS, SUPPLIERS AND MANUFACTURERS
*TO BE COMPLETED BY BIDDER***

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

Names of the Principal individual owner(s)

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

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

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE
CONSTRUCTOR	
Western State Builders Inc	
JAMES JARED MOEN	RMO / CEO / PRES

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE

SUBCONTRACTOR SUPPLIER MANUFACTURER

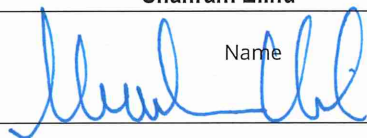
NAME	TITLE

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE

Contractor Name: Blue Pacific Engineering Construction, Inc.

Certified By Shahram Elihu Title President


 Name

Date 10/04/2022

Signature

USE ADDITIONAL FORMS AS NECESSARY*

City of San Diego

CITY CONTACT: Juan E. Espindola, Senior Contract Specialist, Email: JEEspindola@sandiego.gov
Phone No. (619) 533-4491

ADDENDUM A



FOR

OLIVE STREET PARK ACQUISITION & DEVELOPMENT

BID NO.: K-23-1946-DBB-3-A
SAP NO. (WBS/IO/CC): S-10051
CLIENT DEPARTMENT: 1714
COUNCIL DISTRICT: 2
PROJECT TYPE: GB

BID DUE DATE:

2:00 PM
OCTOBER 6, 2022

CITY OF SAN DIEGO'S ELECTRONIC BIDDING SITE, PLANETBIDS

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

ENGINEER OF WORK

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

CHRIS LANGDON
Chris Langdon 10/3/2022 Seal:
1) Registered Landscape Architect Date



Jason Grant 10-2-2022 Seal:
2) For City Engineer Date



A. CHANGES TO CONTRACT DOCUMENTS

The following changes to the Contract Documents are hereby made effective as though originally issued with the bid package. Bidders are reminded that all previous requirements to this solicitation remain in full force and effect.

B. BIDDER'S QUESTIONS

Q1. Provide specifications for electrical.

A1. All electrical requirements are on the drawings.

Q2. Is the SDG&E service work order available?

A2. The city will handle this during construction.

Q3. Reference E-01, Raceways under the Legend. The note states minimum conduit size is 2". Can conduits installed to the two deck mounted pole lights be 1"? See 1/E-01 and E-03.

A3. 2" minimum conduits is required.

Q4. Flow sensor by Badger model IR-220P is shown as 1" size on the irrigation drawings. This model IR-220P does not come in 1" size, only 1 ½" to 4". Please advise.

A4. Install the 1-1/2" tee mounted sensor. No plan revision required

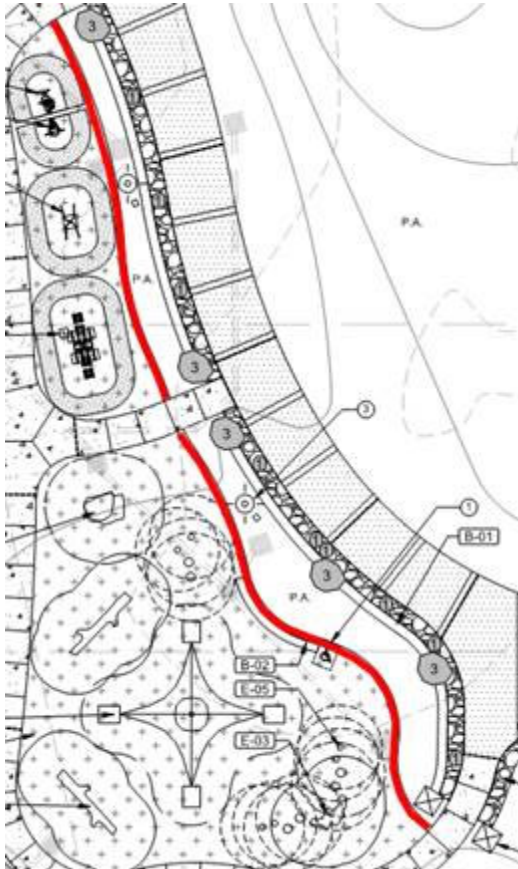
Q5. Please provide depth for cobbles to be installed as show in legend on sheet LC-05 & detail B/LC-09

A5. 8" Depth so that finish surface of cobble is flush with finish surface of adjacent pavement. See sheet LC-09 for revised detail, included in this Addendum.

Q6. Please provide tree observation tube detail as mentioned in key note 4 detail A sheet LP-05.

A6. See sheet LP-05, included in this Addendum.

- Q7. Please page LC-02, there is a symbol between the planting area and the resilient surfacing, please advise what that is, it runs on the west side of the planting area.
- A7. The highlighted area below (RED) is the mow curb, per key number P-06. No plan revision needed.



- Q8. Per Sheet S2-1 foundation plan, please provide top of footing elevations.
- A8. There is no proposed grading in this area. See revised structural detail 3, sheet S3-1, for dimension, included in this Addendum.
- Q9. Per Sheet S3-1 structural elevations detail 3, the pier depth on the table does not provide full depth on piers, therefore the concrete and rebar cages can't be calculated. Please advise
- A9. See revised structural detail 3, sheet S3-1, included in this Addendum. This will need to be verified with geotechnical report during construction. (Please note that the geotechnical report indicates a minimum of 5'-0" into formational and 10' min. lengths).

- Q10. Please provide inlet marker stencil detail/layout or sticker per detail 1, sheet C-05.
- A10. Per detail 1, sheet C-05, contractor shall receive standard approved sticker from the City. This can be provided during the submittal process. No plan revision needed.
- Q11. The Baja Cresta boulders are spec'd out on the plans. Can you please provide further information on if the Baja Cresta is the Red or Grey Cresta. Please advise.
- A11. Baja Cresta, per Southwest Boulder & Stone. There is only one option available. No plan revision needed
- Q12. Please provide more detail on the light pole footings. It states to reference the structural drawings, however no details//notes are located on the structural drawings.
- A12. See added detail 4, sheet S3-1, included in this Addendum.
- Q13. After reviewing DOGIPOT model numbers on the plans, they do not match what is listed on their website. Please advise
- A13. Models revised. See revised sheet LC-06, included in this Addendum.
- Q14. After speaking with the manufacturer for the S-Shaped bench at the overlook deck, the backrest detail as shown in the plans has been discontinued. The armrest states to be Corten steel and the manufacturer provides the arm rests in stainless steel and lastly the support rails come in stainless steel. Please advise if this is all acceptable.
- A14. If Corten Steel is unavailable, then Stainless-Steel arm rests and support rails are acceptable. Streetlife America, the specified manufacturer for this bench, confirmed that the backrests specified on the plans are indeed still available. Please proceed with the backrest. No plan revision needed.
- Q15. Per plan page S2-2, it states to install a 6x8 PT Header. On the same plan sheet, it states to reference Sheet S3-1 detail 2. This specific detail shows to install a 4x8 PT Header. Please advise as to which is correct.
- A15. Use 4x8 pt ledger. See revised sheet S2-2, included in this Addendum.

Q16. Please provide detail for joist connection at C-Channel if applicable

A16. See revised plan sheet S3-1, page 11 of this Addendum for added details.

C. PLANS

1. To Drawing numbers **41758-14-D, 41758-17-D, 41758-40-D, 41758-47-D,** and **41758-48-D, DELETE** in their entirety and **REPLACE** with pages 7 through 11 of this Addendum.

Rania Amen, Director
Engineering & Capital Projects Department

Dated: *October 4, 2022*
San Diego, California

RA/AP/na

CONSTRUCTION LEGEND

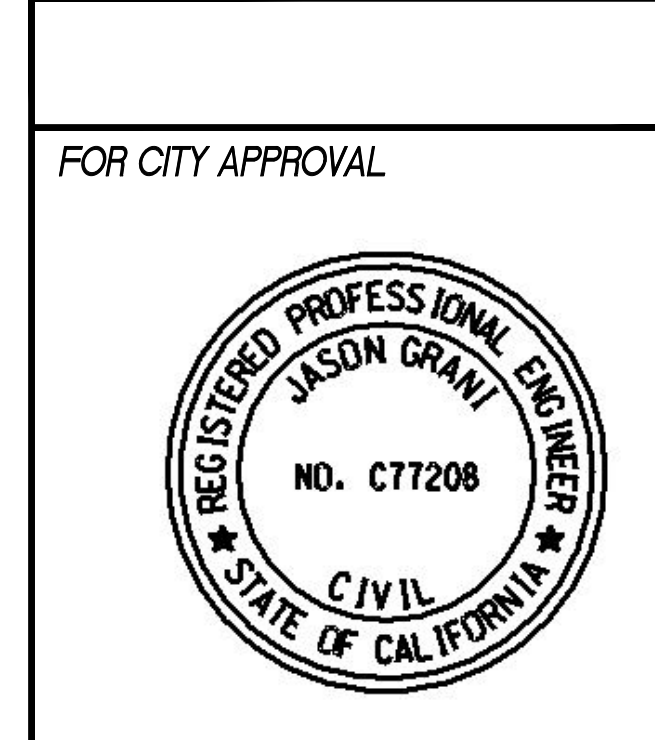
KEY	DETAIL	ITEM	DESCRIPTION	SIZE	COLOR & FINISH	REMARKS & NOTES	SUPPLIER INFORMATION
FURNISHINGS							
A-01	A / LC-10	PRECAST CONCRETE BENCH	QCP - PALM BENCH, MODEL #Q1PS84B MODIFIED WITH STYLE 'C' ARMREST	36" HEIGHT X 24 11/16" WIDTH X 84" LENGTH	COLOR: LATTE FINISH: SANDSTONE	SECURE WITH EPOXY ON CONCRETE PAD PER MANUFACTURER'S SPECIFICATIONS, WHERE OCCURS. INCLUDE FACTORY INSTALLED ANTI-GRAFFITI PROTECTION PER SPECS AND CITY OF SAN DIEGO CONSULTANT'S GUIDE.	QCP. OR APPROVED EQUAL CONTACT: SCOTT ULRICH PHONE: 1-951-737-6240 WEBSITE: WWW.QCP-CORP.COM
A-02	B / LC-10	TRASH RECEPTACLE	QCP "CALIFORNIA" RECEPTACLE W/ CONCRETE COVER, CAST-IN TRASH LABEL AT NON-DOOR SIDE, AND STEEL SIDE DOOR. MODEL: QS-CAL2553SDW	34" HEIGHT X 25" WIDTH	MATERIAL: LATTE COLOR: GRAY (STEEL DOOR) FINISH: CRAFTSMAN'S ETCH		
		RECYCLE RECEPTACLE	QCP "CALIFORNIA" RECYCLE RECEPTACLE W/ CONCRETE COVER, STEEL SIDE DOOR, AND CAST-IN RECYCLE LOGO AT SIDE. MODEL: QS-CAL2553SDW MODIFIED WITH (1) 12-5/8" HT. RECYCLE LOGO PAINTED BLUE	34" HEIGHT X 25" WIDTH	MATERIAL: LATTE COLOR: GRAY (STEEL DOOR) FINISH: CRAFTSMAN'S ETCH		
A-03	C / LC-10	BICYCLE RACK	"RING" BICYCLE RACK BY LANDSCAPE FORMS	35" HEIGHT X 40" WIDTH	COLOR: BRONZE	IN-GROUND MOUNT TO CONCRETE PER PLANS AND MANUFACTURER'S RECOMMENDATIONS.	LANDSCAPE FORMS, OR APPROVED EQUAL CONTACT: GORDON GRANT PHONE: 1-858-560-1070 EMAIL: GORDON@GGRANTASSOCIATES.COM
A-04	A / LC-11	DRINKING FOUNTAIN	"HI-LO" BARRIER-FREE, ACCESSIBLE, STAINLESS STEEL PEDESTAL DRINKING FOUNTAIN WITH DOG BOWL AND MODIFIED DOG BOWL BUTTON INSTALLED AT 24" HEIGHT. MODEL: HAWS 3500D	40" AND 34" SPOUT HEIGHTS	COLOR: GREEN FINISH: POWDERCOAT	INSTALL PER MANUFACTURER'S SPECIFICATIONS AND RECOMMENDATIONS	HAWS CORPORATION, OR APPROVED EQUAL PHONE: 1-888-640-4297 WEBSITE: WWW.HAWSCO.COM
A-05	C / LC-09	LANDSCAPE BOULDER	BOULDER SIZING (APPROXIMATE): #1 - SMALL #2 - MEDIUM #3 - LARGE	#1 - 2' MIN. X 2' MIN. X 2' MIN. #2 - 3' MIN. X 3' MIN. X 3' MIN. #3 - 4' MIN. X 4' MIN. X 4' MIN.	COLOR: BAJA CRESTA	INSTALL PER DETAIL AND LOCATIONS SPECIFIED ON THE PLANS. PROVIDE SAMPLES FOR APPROVAL BY RESIDENT ENGINEER AND LANDSCAPE ARCHITECT PRIOR TO PURCHASE AND INSTALLATION.	SOUTHWEST BOULDER AND STONE, OR APPROVED EQUAL CONTACT: - PHONE: 1-619-331-3120 WEBSITE: WWW.SOUTHWESTBOULDER.COM
A-06	D / LC-10	PET WASTE DISPENSER	PLASTIC 'BIO-BAG' DISPENSER (#1002-2) WITH BIODEGRADABLE 'BIO-BAG' (#1404), WASTE RECEPTACLE 'DOGIPOT' (#1206A), ALUMINUM 'DOGIPOT' PET SIGN (#1203), AND 3" SQ TUBULAR STEEL POST	6'-6" HEIGHT	'BIO-BAG' COLOR: GREEN 'DOGIPOT' COLOR: FOREST GREEN POST COLOR: GREEN POWDERCOAT FINISH: SATIN POWDERCOAT	INSTALL PER MANUFACTURER'S SPECIFICATIONS AND RECOMMENDATIONS	DOGIPOT PRODUCTS, OR APPROVED EQUAL PHONE: (800) 364-7881
A-07	C / LC-12	POST MOUNT FOR PUMP CONTROLLER	ALUMINUM POST MOUNT FOR STORM DRAIN PUMP CONTROLLER	2'-0" HEIGHT	COLOR: GALVANIZED	INSTALL PER LOCATION NOTED ON PLANS. ALIGN CONTROLLER LOCATION BEHIND LOCATION OF PROPOSED TRASH RECEPTACLES. SEE CIVIL PLANS FOR MORE INFORMATION REGARDING THE PUMP MODEL AND INSTALLATION.	-
B-01	A / LC-12	FREESTANDING CAST-IN-PLACE PERIMETER WALL	LOW CONCRETE ROCK WALL AT PLAYGROUND AND FITNESS AREA PERIMETER	1'-6" HEIGHT X 1'-0" WIDTH	COLOR: VARIES, SEE DETAIL	REFER TO DETAIL AND SPECIFICATIONS.	-
B-02	B / LC-11	FREESTANDING CAST-IN-PLACE SEATWALL	CONCRETE SEATWALL AT PLAYGROUND AREA	1'-6" HEIGHT X 1'-3" WIDTH	COLOR: VARIES, SEE DETAIL		-
B-03	A / LC-13	ENTRY MONUMENT SIGN	CAST-IN-PLACE CONCRETE ENTRY SIGN WALL WITH PRECAST CONCRETE VENEER & CAST-IN-PLACE CONCRETE PILASTER WITH PRECAST CONCRETE VENEER	3'-2 1/2" HEIGHT X 12' LENGTH	COLOR: VARIES, SEE DETAIL		-
B-04	B / LC-12	DECORATIVE PILASTER	CAST-IN-PLACE CONCRETE PILASTER WITH PRECAST CONCRETE VENEER	3'-0" HEIGHT 4'-0" HEIGHT 5'-0" HEIGHT	COLOR: VARIES, SEE DETAIL		-
B-05	A / LC-19	DECORATIVE BOULDERS W/ DEDICATION PLAQUES - AIDS MEMORIAL	LANDSCAPE BOULDERS (THREE TOTAL, TWO SIZES) WITH BRONZE PLAQUE MOUNTED TO FACE	E: 5'-0" HT. X 4'-0" WIDTH F: 3'-0" HT. X 3'-6" WIDTH	COLOR: "NATIVE ROCK"		ARTWORK AVAILABLE BY LANDSCAPE ARCHITECT. CONTRACTOR SHALL SUBMIT SHOP DRAWINGS FOR REVIEW AND APPROVAL PRIOR TO CONSTRUCTION. APPLY (2) COATS OF ANTI-GRAFFITI COATING ON ALL EXPOSED SURFACES.
B-06	A / LC-14	DECORATIVE ENTRY BOULDER - AIDS MEMORIAL	LANDSCAPE BOULDER ENGRAVED AND PAINTED WITH TEXT ("SAN DIEGO AIDS MEMORIAL") AND RIBBON	+/- 3'-0" HEIGHT X +/- 4'-0" WIDTH			
B-07	A / LC-14	DECORATIVE ENTRY BOULDER W/ DEDICATION PLAQUE	LANDSCAPE BOULDER WITH BRONZE PLAQUE MOUNTED TO FACE	+/- 2'-6" HEIGHT X +/- 3'-6" WIDTH			
B-08	E / LC-10	CHAINLINK FENCE	VINYL COATED CHAINLINK FENCE	8'-0" HEIGHT	COLOR: BLACK	REFER TO DETAIL AND SPECIFICATIONS.	-

CONSTRUCTION LEGEND

**OLIVE STREET PARK
ACQUISITION AND DEVELOPMENT**

PORTION OF HORTON'S ADDITION FORMERLY OLIVE STREET
BETWEEN SECOND AVE. AND THIRD AVE.

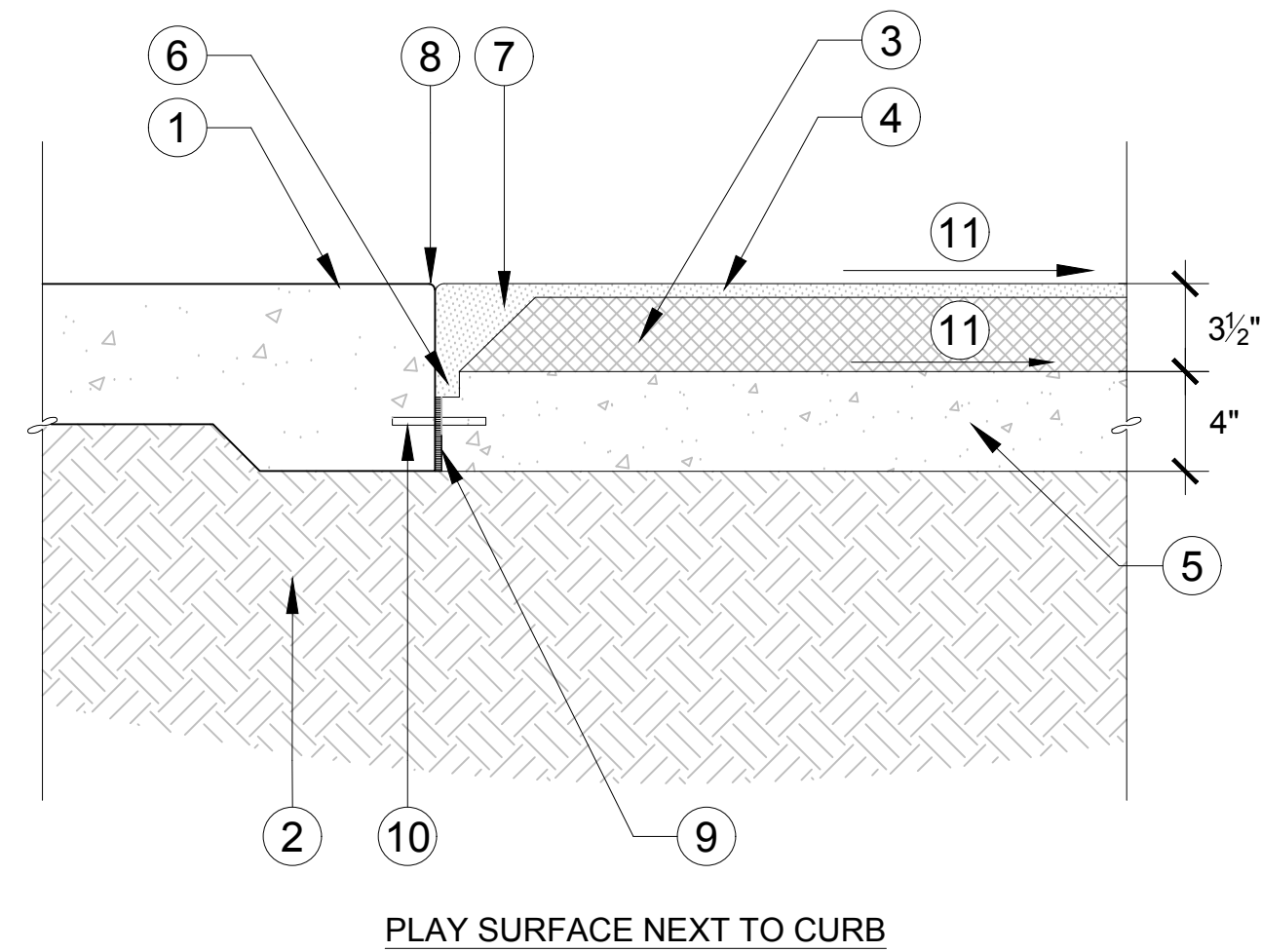
ENGINEERING & CAPITAL PROJECTS SHEET 14 OF 56 SHEETS		WBS S-10051
APPROVED:	08/24/2022 DATE	KEVIN NGUYEN PROJECT MANAGER
FOR CITY ENGINEER		PROJECT ENGINEER
DESCRIPTION	BY	APPROVED
ORIGINAL	KTUA	08-26-2022
AS BUILTS		1848-6281 NAD83 COORDINATES
		206-1719 LAMBERT COORDINATES
CONTRACTOR: _____ DATE STARTED: _____		DRAWING NO. 41758-14-D
INSPECTOR: _____ DATE COMPLETED: _____		LC-06



CONSULTANT

ktua

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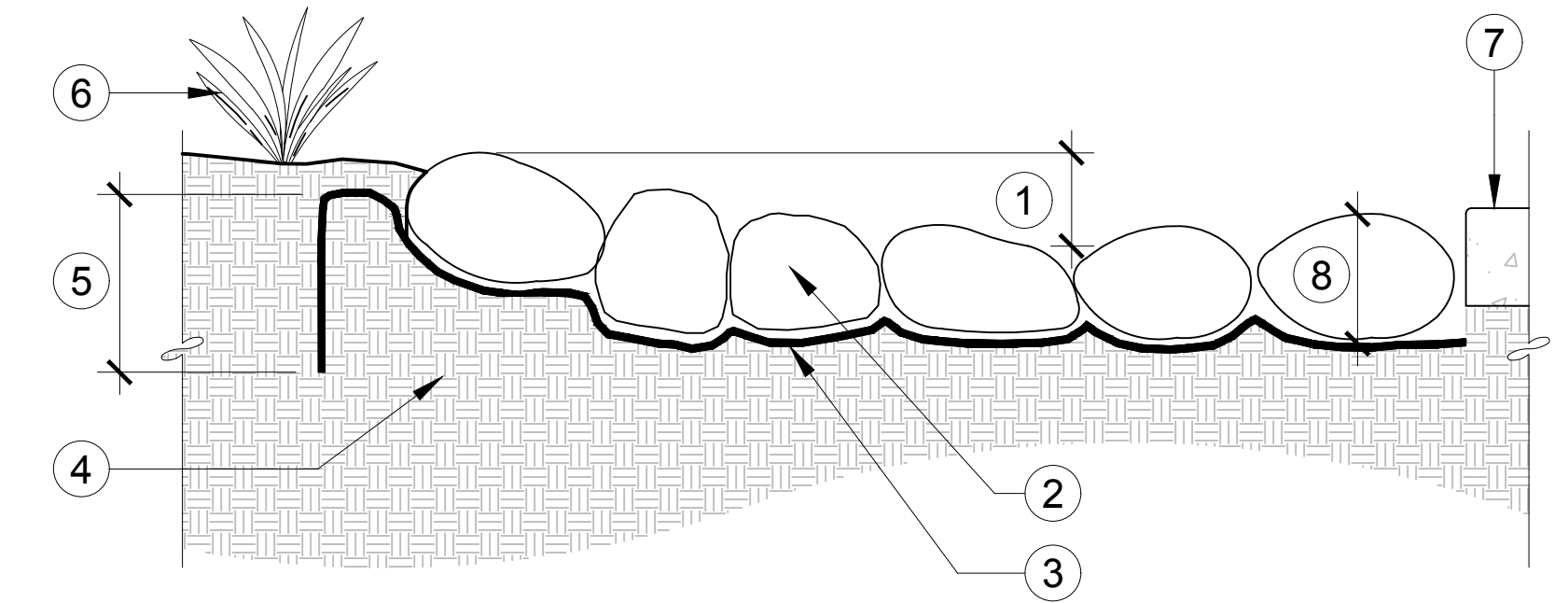


LEGEND

- ① ADJACENT CONCRETE PAVING PER DETAIL 'A', SHEET LC-08.
- ② COMPACTED SUBGRADE AT 90% MIN. 12" DEPTH.
- ③ CUSHION LAYER PER MANUFACTURER
- ④ COLOR WEAR LAYER PER MANUFACTURER (1/2" TYP.), TO BE FLUSH WITH FINISH SURFACE OF ADJACENT CONCRETE PAVING.
- ⑤ 4" THICK CONCRETE SUB-BASE. SLOPE CONCRETE BASE FOR RESILIENT SURFACING PER CIVIL PLAN.
- ⑥ 1"x1" KEY IN CONCRETE BASE
- ⑦ 45° CHAMFER
- ⑧ 1/8" RADIUS ON CONCRETE WHERE ABUTTING P.I.P. RUBBER SURFACING
- ⑨ EXPANSION JOINT PER DETAIL 'A', SHEET LC-08
- ⑩ 1/2" X 6 DOWEL @ 36" O.C. BY PNA CONSTRUCTION TECHNOLOGIES OR APPROVED EQUAL. DRILL ON CONCRETE PAVEMENT THICKENED EDGE. ADHERE DOWEL WITH PRECISION NON-SHRINK EPOXY GROUT.
- ⑪ SLOPE PER CIVIL PLANS

NOTES:

- A. ALL SURFACE AND SUBSURFACE ELEVATIONS AND SLOPES SHALL BE PER CIVIL PLANS.
- B. INSTALLER MUST BE CERTIFIED FOR SYNTHETIC SURFACE INSTALLATION.
- C. INSTALL SURFACE PER MANUFACTURER'S RECOMMENDATIONS.
- D. REFER TO SPECIFICATIONS FOR MORE INFORMATION.
- E. REFER TO GEOTECHNICAL REPORT FOR REQUIREMENTS.



LEGEND

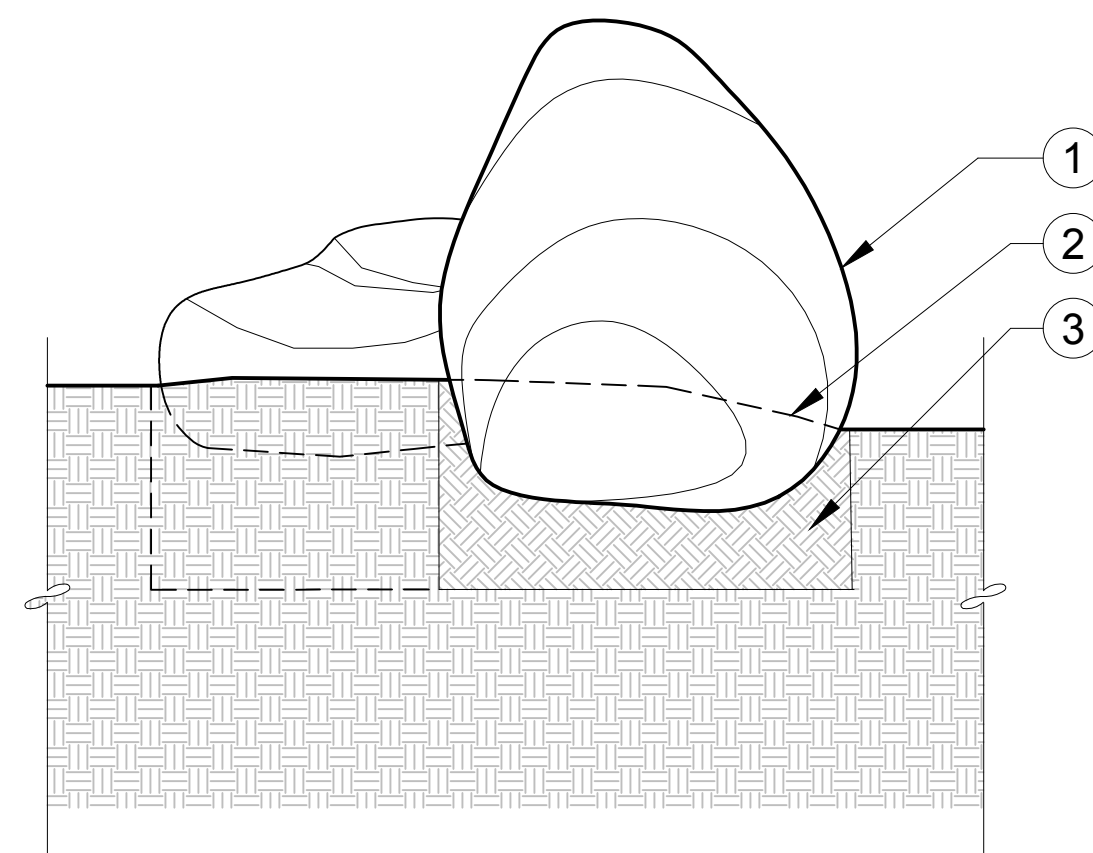
- ① GRADES VARY, SEE CIVIL PLANS
- ② COBBLE MULCH, 5"-8" APPROXIMATELY
- ③ MIRAFI 160N LANDSCAPE FABRIC OR APPROVED EQUAL.
- ④ COMPACTED SUBGRADE AT 90% MIN. 12" DEPTH.
- ⑤ 8" MIN. TURN WEED BLOCKING FABRIC UNDER AT ALL EDGES TYP. SECURE FABRIC WITH STEEL "U" STAKES @ 24" O.C. AT EDGES
- ⑥ PLANTING AREA WHERE OCCURS
- ⑦ EDGE OF WALK, CURB OR WALL
- ⑧ 8" MAX. DEPTH. FINISH SURFACE OF COBBLE SHALL BE FLUSH WITH FINISH SURFACE OF ADJACENT PAVEMENT.

NOTE:

- A. COBBLE MULCH TO COVER 100% OF WEED BLOCKING FABRIC. WEED BLOCKING FABRIC SHALL NOT BE VISIBLE THROUGHOUT ENTIRE AREA OF APPLICATION.

A PERMEABLE POURED-IN-PLACE (P.I.P.) RUBBER SURFACE (ADA ACCESSIBLE)
SECTION NOT TO SCALE

B COBBLE - ON GRADE
SECTION NOT TO SCALE

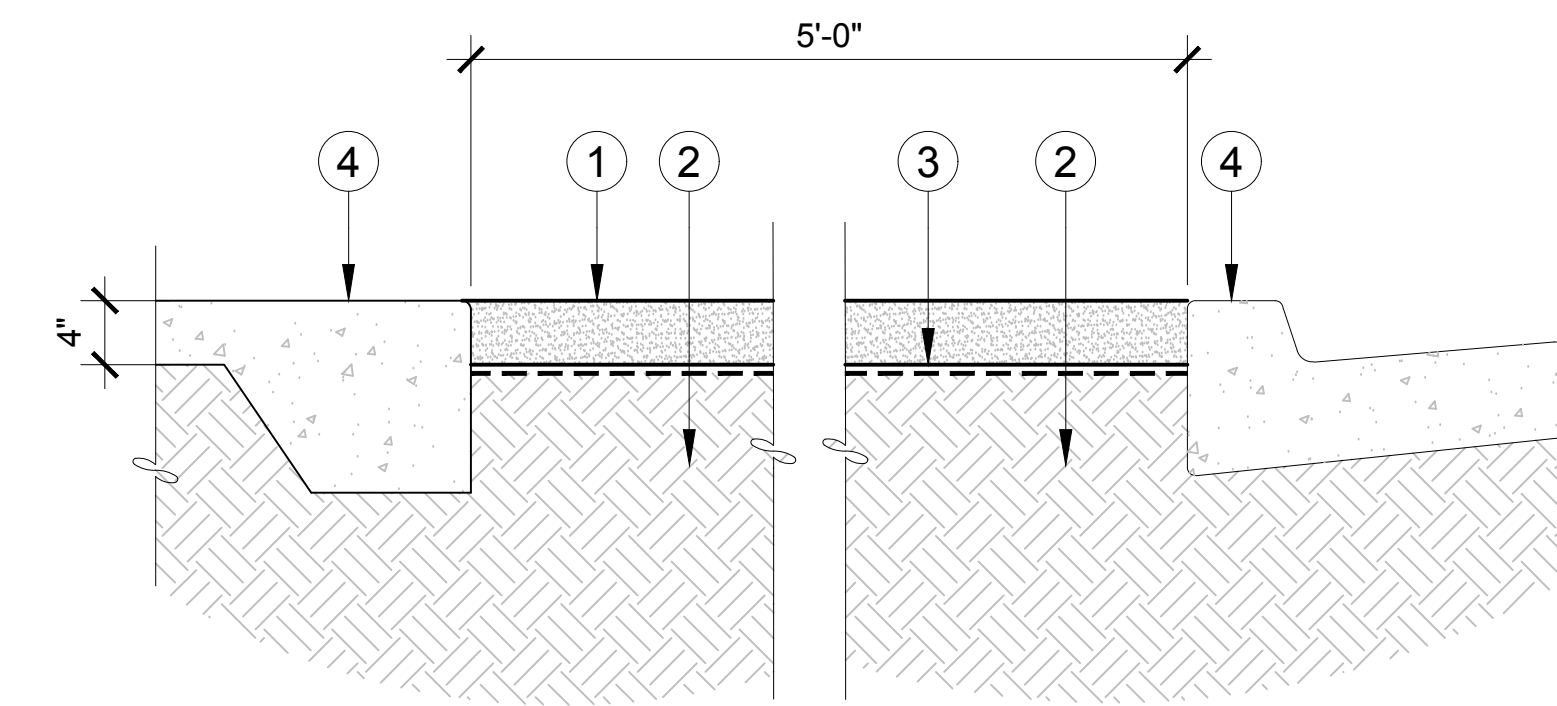


LEGEND

- ① BOULDER - BURY LOWER THIRD
- ② FINISH GRADE IN PLANTER
- ③ COMPACTED SUBGRADE AT 90% MIN. 12" DEPTH.

NOTES:

- A. APPROXIMATE SIZE AND LOCATION OF BOULDERS SHOWN ON PLAN. FINAL SIZE, LOCATION AND TYPE SHALL APPROVED BY LANDSCAPE ARCHITECT AND RESIDENT ENGINEER.
- B. PLACE FLATTEST, WIDEST FACE OF BOULDER DOWN WITH APPROXIMATE 1/3 OF ROCK BELOW FINISH GRADE. BOULDER SHALL NOT APPEAR TO "SIT" ON FINISH GRADE.



LEGEND

- ① STABILIZED DECOMPOSED GRANITE (DG.), 4" DEPTH, FLUSH WITH TOP OF PAVING, WHERE OCCURS
- ② COMPACTED SUBGRADE AT 90% MIN. 12" DEPTH.
- ③ MIRAFI 160N LANDSCAPE FABRIC OR APPROVED EQUAL.
- ④ ADJACENT CONCRETE PAVING. SEE DETAIL 'A', SHEET LC-08. WHERE D.G. IS ADJACENT TO WALKABLE SURFACE, TOP OF D.G. IS TO BE LEVEL WITH PAVEMENT'S FINISH SURFACE.
- ⑤ ADJACENT CONCRETE CURB. SEE CIVIL PLANS. WHERE D.G. IS ADJACENT TO WALKABLE SURFACE, TOP OF D.G. IS TO BE LEVEL WITH PAVEMENT'S FINISH SURFACE.

NOTES:

- A. TREAT DG W/ APPROVED SOIL STABILIZER PRIOR TO INSTALLATION.
- B. INSTALL DG IN 2 LIFTS OF EQUAL DEPTH, PER SPECIFICATIONS.

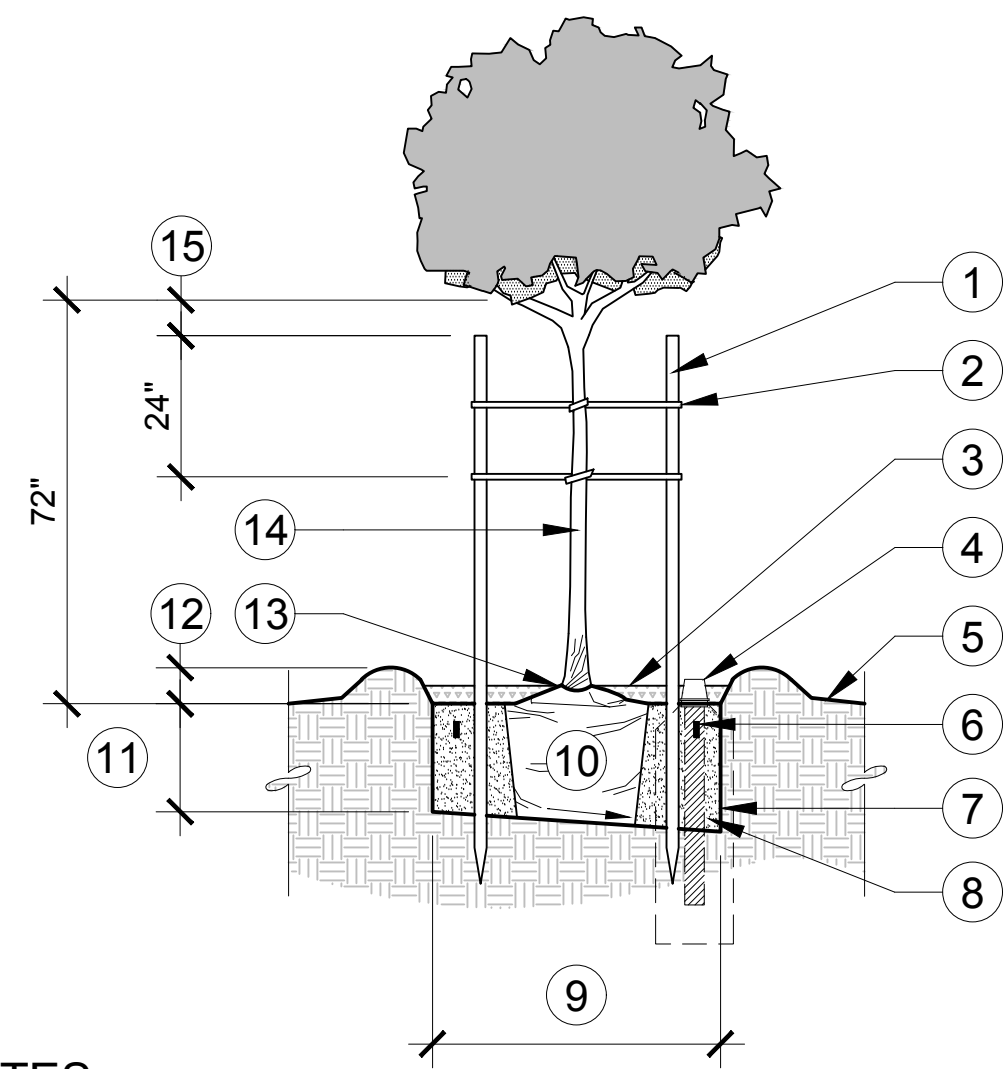
C LANDSCAPE BOULDER
SECTION NOT TO SCALE

D STABILIZED DECOMPOSED GRANITE
SECTION NOT TO SCALE

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CONSTRUCTION DETAILS			
<p>WARNING</p> <p>0 1/2 1</p> <p>IF THIS BAR DOES NOT MEASURE 1" THEN DRAWING IS NOT TO SCALE.</p>		<p>OLIVE STREET PARK ACQUISITION AND DEVELOPMENT</p> <p>PORTION OF HORTON'S ADDITION FORMERLY OLIVE STREET BETWEEN SECOND AVE. AND THIRD AVE.</p>	
<p>ENGINEERING & CAPITAL PROJECTS</p> <p>SHEET 17 OF 56 SHEETS</p>		<p>WBS S-10051</p>	
<p>APPROVED: <i>[Signature]</i> 08/24/2022</p> <p>FOR CITY ENGINEER DATE</p>		<p>KEVIN NGUYEN PROJECT MANAGER</p>	
<p>DESCRIPTION BY APPROVED DATE</p> <p>ORIGINAL KTUA <i>[Signature]</i> 08-26-2022</p>		<p>PROJECT ENGINEER</p>	
<p>AS BUILTS</p>		<p>1848-6281 NAD83 COORDINATES</p>	
<p>CONTRACTOR: _____ DATE STARTED: _____</p> <p>INSPECTOR: _____ DATE COMPLETED: _____</p>		<p>206-1719 LAMBERT COORDINATES</p>	
<p>REGISTERED PROFESSIONAL ENGINEER</p> <p>JASON GRANT</p> <p>NO. C77208</p> <p>CIVIL</p> <p>STATE OF CALIFORNIA</p>		<p>DRAWING NO. 41758-17-D</p>	
<p>FOR CITY APPROVAL</p>		<p>LC-09</p>	

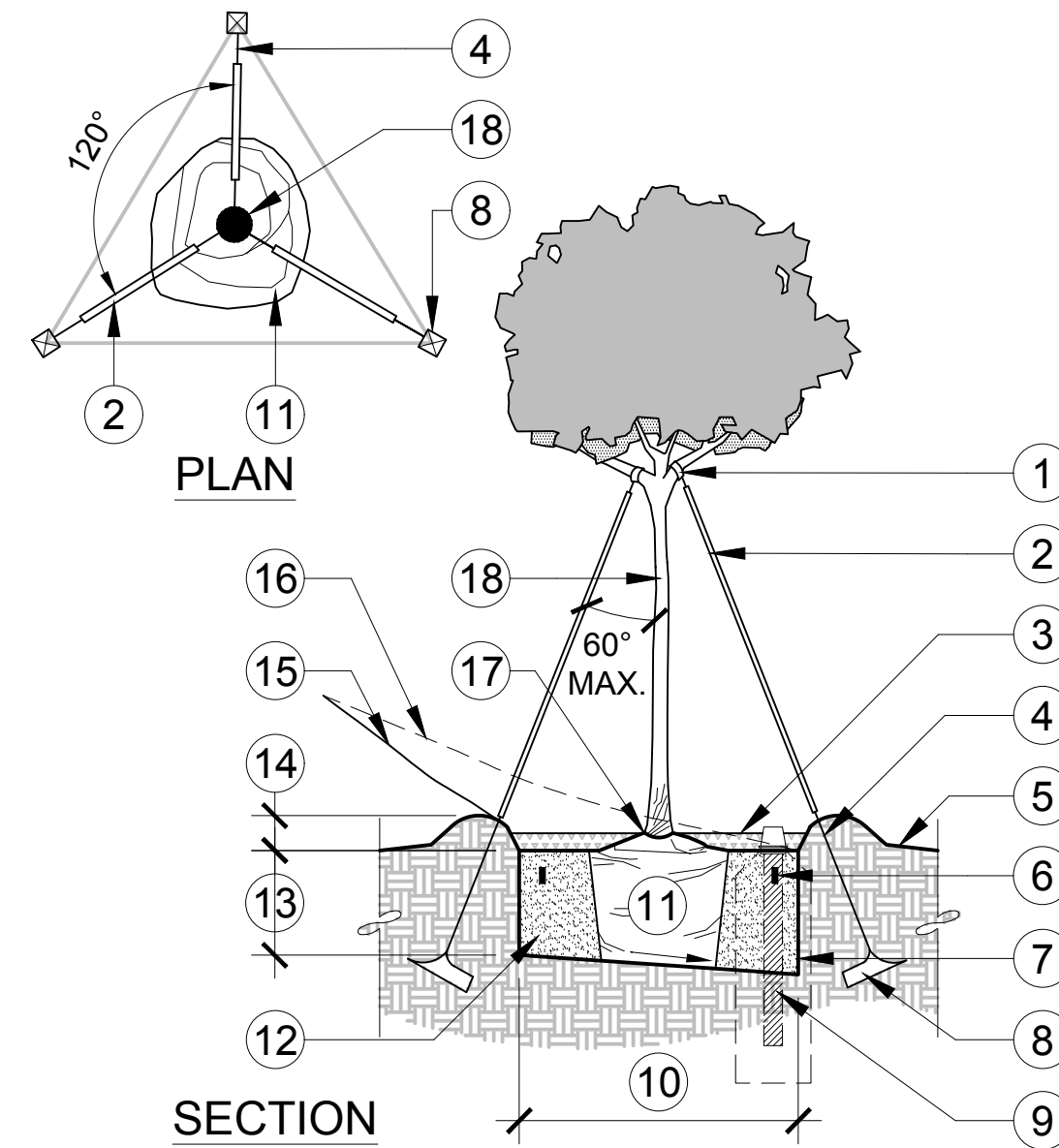


- LEGEND**
- 1 WOOD STAKE (SEE SPECIFICATIONS)
 - 2 TREE TIE (MIN. 4 REQUIRED, NAIL TO STAKE)
 - 3 MULCH, REFER TO SPECIFICATIONS AND PLANTING NOTES FOR DEPTH AND TYPE
 - 4 SEE TREE OBSERVATION TUBE DETAIL
 - 5 FINISH GRADE
 - 6 PLANT TABLETS (3" BELOW GRADE)
 - 7 PLANTING PIT W/ ROUGHENED SIDES
 - 8 BACKFILL MIX (PUDDLE AND SETTLE)
 - 9 2x ROOTBALL DIAMETER MIN.
 - 10 ROOTBALL
 - 11 DEPTH OF ROOTBALL
 - 12 6" WATERING BASIN (EXCEPT IN LAWN)
 - 13 TREE COLLAR (PLANT PER SPECS.)
 - 14 TREE TRUNK
 - 15 CUT ALL STAKES 6" BELOW TREE CANOPY

NOTES:

A. REFER TO SPECIFICATIONS FOR PLANTING PROCEDURES AND ADDITIONAL INFORMATION.
 B. REMOVE FROM BOX WITH AS LITTLE DISTURBANCE TO THE ROOTBALL AS POSSIBLE.

A TREE PLANTING WITH DOUBLE STAKING AND OBSERVATION TUBE SECTION NOT TO SCALE

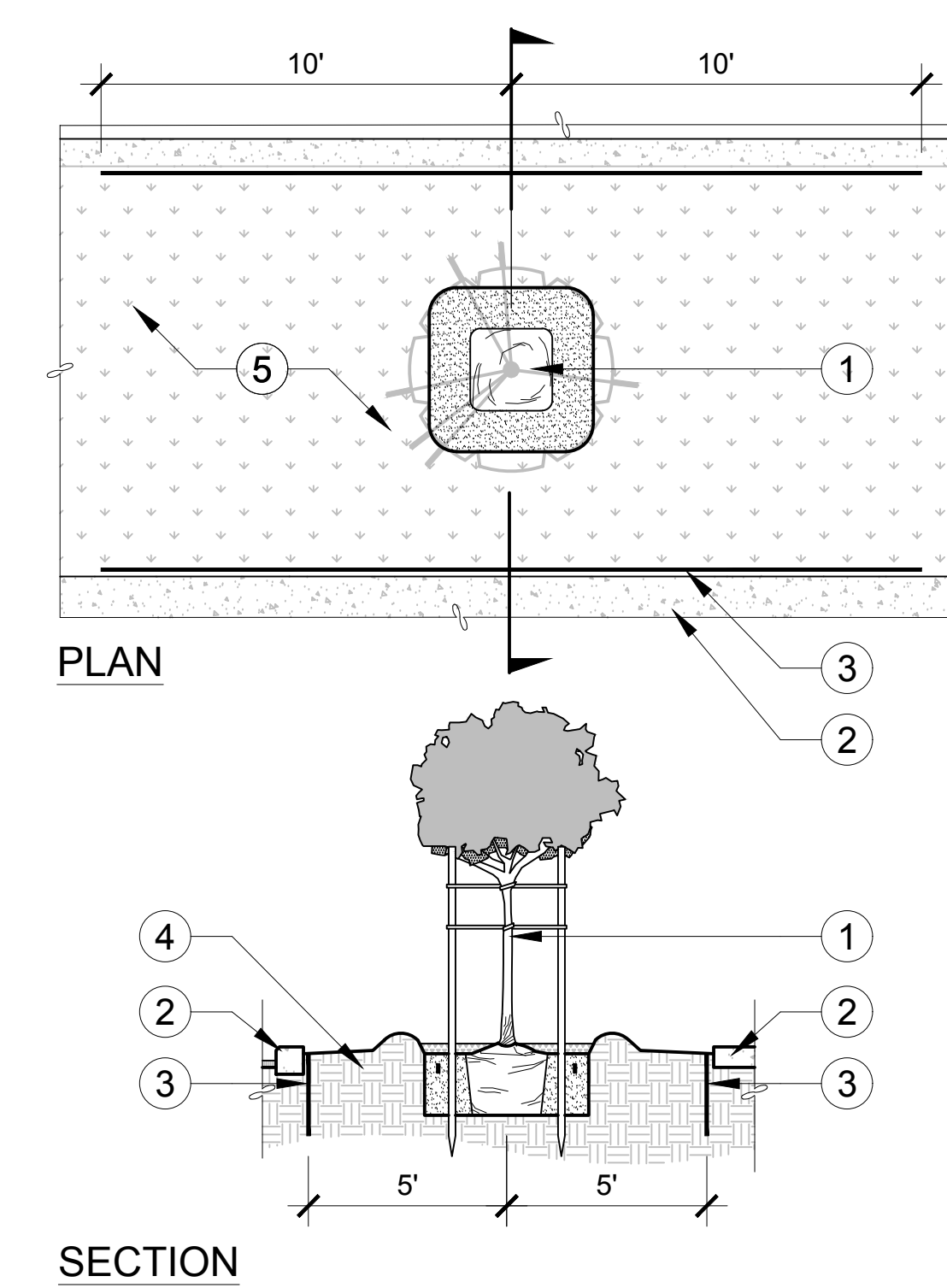


- LEGEND**
- 1 HOSE COVERS OR TREE TIES
 - 2 5' LONG MIN. WHITE TUBING (1 PER GUY WIRE)
 - 3 MULCH, REFER TO SPECS. & PLANTING NOTES FOR DEPTH & TYPE
 - 4 12 GAUGE MIN. GALV. WIRE (3 REQ'D)
 - 5 FINISH GRADE
 - 6 PLANT TABLETS 3" BELOW GRADE
 - 7 PLANT PIT W/ ROUGHENED EDGES
 - 8 "DUCKBILL" DEADMAN (18" BELOW GROUND MIN.)
 - 9 SEE TREE OBSERVATION TUBE DETAIL
 - 10 2x ROOTBALL DIAMETER MIN.
 - 11 ROOTBALL
 - 12 BACKFILL MIX (PUDDLE AND SETTLE)
 - 13 DEPTH OF ROOTBALL
 - 14 6" WATERING BASIN (EXCEPT IN LAWN)
 - 15 NEW FINISHED GRADE AT SLOPES
 - 16 EXISTING GRADE AT SLOPES
 - 17 TREE COLLAR (PLANT PER SPECS.)
 - 18 TREE TRUNK

NOTES:

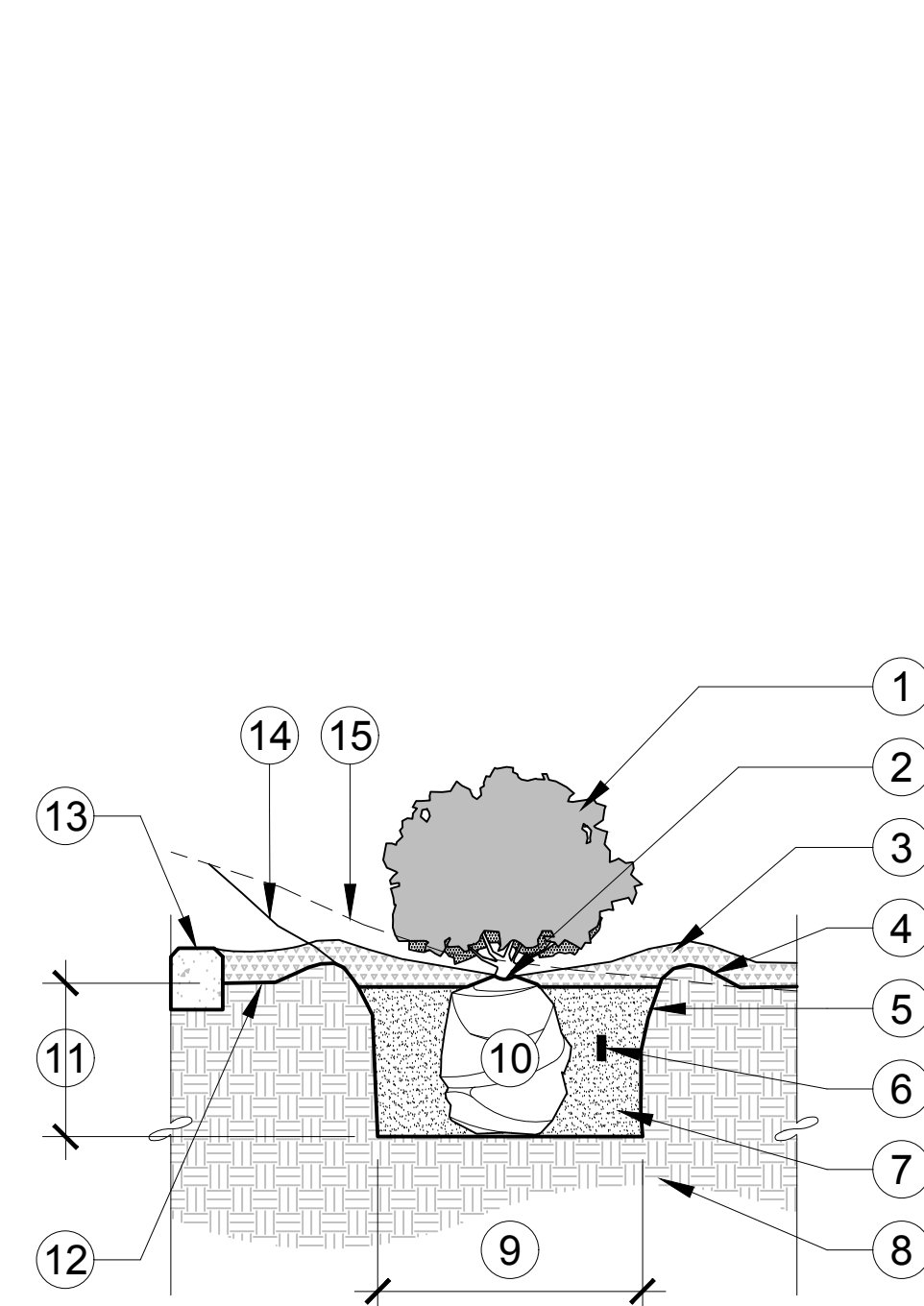
A. REFER TO SPECIFICATIONS FOR PLANTING PROCEDURES AND ADDITIONAL INFORMATION.
 B. REMOVE FROM BOX WITH AS LITTLE DISTURBANCE TO THE ROOTBALL AS POSSIBLE.

B TREE PLANTING WITH GUYING & OBSERVATION TUBE PLAN & SECTION NOT TO SCALE



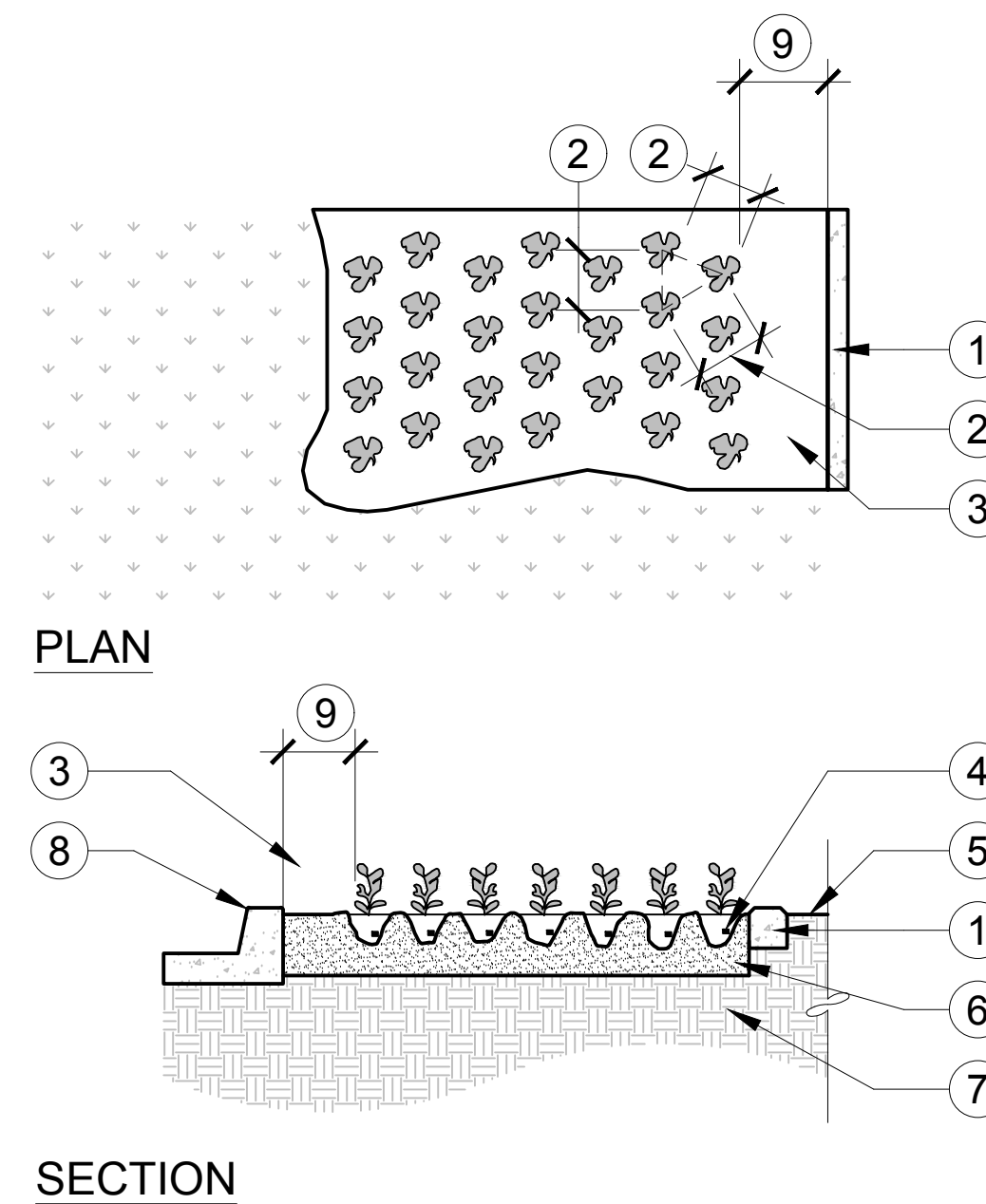
- LEGEND**
- 1 TREE PLANTING PER PLANTING LEGEND AND DETAILS
 - 2 ADJACENT HARDSCAPE EDGE, FINISH GRADE OF PLANTING AREA TO BE 2" BELOW
 - 3 ROOT BARRIER AS REQUIRED (SEE NOTES BELOW)
 - 4 SUBGRADE PER CIVIL PLANS
 - 5 ADJACENT GROUND COVER OR SHRUB PLANTING
- NOTES:**
- A. ROOT BARRIERS SHALL BE INSTALLED WHEN TREES ARE WITHIN 5' OF HARDSCAPE U.N.O.
 B. WHERE POSSIBLE INSTALL 10' EACH SIDE OF TRUNK MEASURED PARALLEL TO HARDSCAPE X 24" DEEP.
 C. INSTALL PARALLEL TO WALKS & CURBS.
 D. DO NOT ENCIRCLE TREE IF POSSIBLE.
 E. FOLLOW MANUFACTURER'S INSTRUCTIONS FOR INSTALLATION.

C ROOT BARRIER AT TREE PLANTING NOT TO SCALE



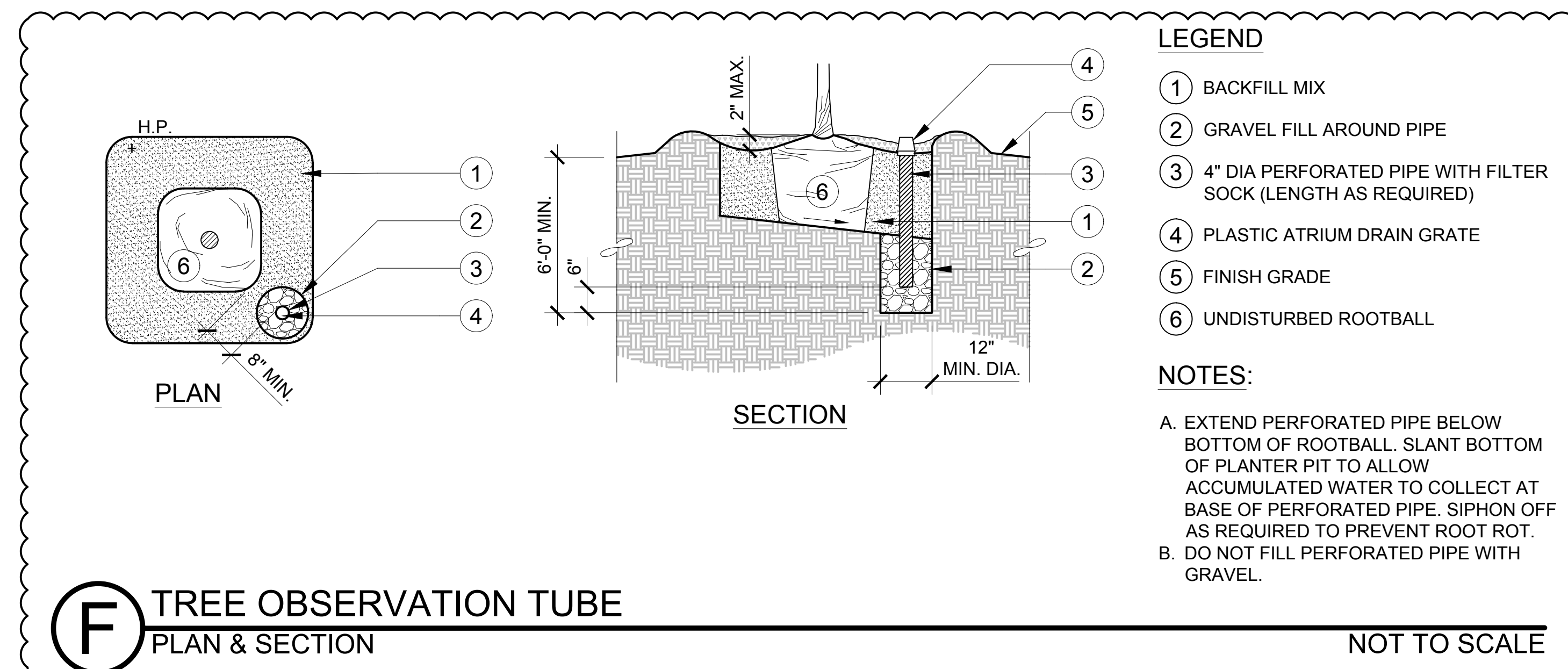
- LEGEND**
- 1 SHRUB
 - 2 SHRUB CROWN (1" ABOVE FINISH GRADE)
 - 3 MULCH, REFER TO SPECS. & PLANTING NOTES FOR DEPTH & TYPE
 - 4 4" HIGH WATERING BERM ALL AROUND
 - 5 PLANT PIT W/ ROUGHENED SIDES
 - 6 PLANT TABLETS (3" BELOW GRADE)
 - 7 BACKFILL MIX (PUDDLE & SETTLE)
 - 8 SUBGRADE PER CIVIL PLANS
 - 9 2X ROOTBALL DIAMETER MIN.
 - 10 ROOTBALL
 - 11 DEPTH OF ROOTBALL
 - 12 SET FINISH GRADE EQUAL TO THE DEPTH OF BARK MULCH BELOW FINISH SURFACE OF PAVING (WHERE APPLICABLE)
 - 13 CURB OR PAVING (WHERE APPLICABLE)
 - 14 NEW FINISH GRADE AT SLOPE (WHERE APPLICABLE)
 - 15 EXISTING FINISH GRADE AT SLOPE (WHERE APPLICABLE)

D SHRUB PLANTING SECTION NOT TO SCALE



- LEGEND**
- 1 EDGE OF PAVING
 - 2 EQUAL, SEE PLANTING PLAN AND LEGEND FOR SPACING
 - 3 GROUND COVER
 - 4 PLANT TABLET (1" MIN. AWAY FROM ROOTS)
 - 5 FINISH GRADE
 - 6 PREPARE SOIL THROUGHOUT PLANTING AREA
 - 7 SUBGRADE PER CIVIL PLANS
 - 8 SET FINISH GRADE EQUAL TO THE DEPTH OF BARK MULCH BELOW FINISH SURFACE OF PAVING
 - 9 1/2 OF SPACING DISTANCE AT ALL EDGES

E GROUND COVER PLANTING TRIANGULAR NOT TO SCALE



- LEGEND**
- 1 BACKFILL MIX
 - 2 GRAVEL FILL AROUND PIPE
 - 3 4" DIA PERFORATED PIPE WITH FILTER SOCK (LENGTH AS REQUIRED)
 - 4 PLASTIC ATRIUM DRAIN GRATE
 - 5 FINISH GRADE
 - 6 UNDISTURBED ROOTBALL
- NOTES:**
- A. EXTEND PERFORATED PIPE BELOW BOTTOM OF ROOTBALL. SLANT BOTTOM OF PLANTER PIT TO ALLOW ACCUMULATED WATER TO COLLECT AT BASE OF PERFORATED PIPE. SIPHON OFF AS REQUIRED TO PREVENT ROOT ROT.
 B. DO NOT FILL PERFORATED PIPE WITH GRAVEL.

F TREE OBSERVATION TUBE PLAN & SECTION NOT TO SCALE

CONSULTANT

ktua 3916 Normal Street
San Diego, CA 92103
619.294.4477
www.ktua.com

LANDSCAPE ARCHITECT
POWER L. LANGRISH
STATE OF CALIFORNIA
01/24/2011
05/06/2022

PLANTING DETAILS

WARNING
 0 1/2 1
 IF THIS BAR DOES NOT MEASURE 1" THEN DRAWING IS NOT TO SCALE.

OLIVE STREET PARK ACQUISITION AND DEVELOPMENT
 PORTION OF HORTON'S ADDITION FORMERLY OLIVE STREET BETWEEN SECOND AVE. AND THIRD AVE.

ENGINEERING & CAPITAL PROJECTS
 SHEET 40 OF 56 SHEETS

WBS S-10051

FOR CITY APPROVAL

APPROVED: *[Signature]* 08/24/2022
 FOR CITY ENGINEER DATE

DESCRIPTION BY APPROVED DATE
 ORIGINAL KTUA *[Signature]* 08-26-2022

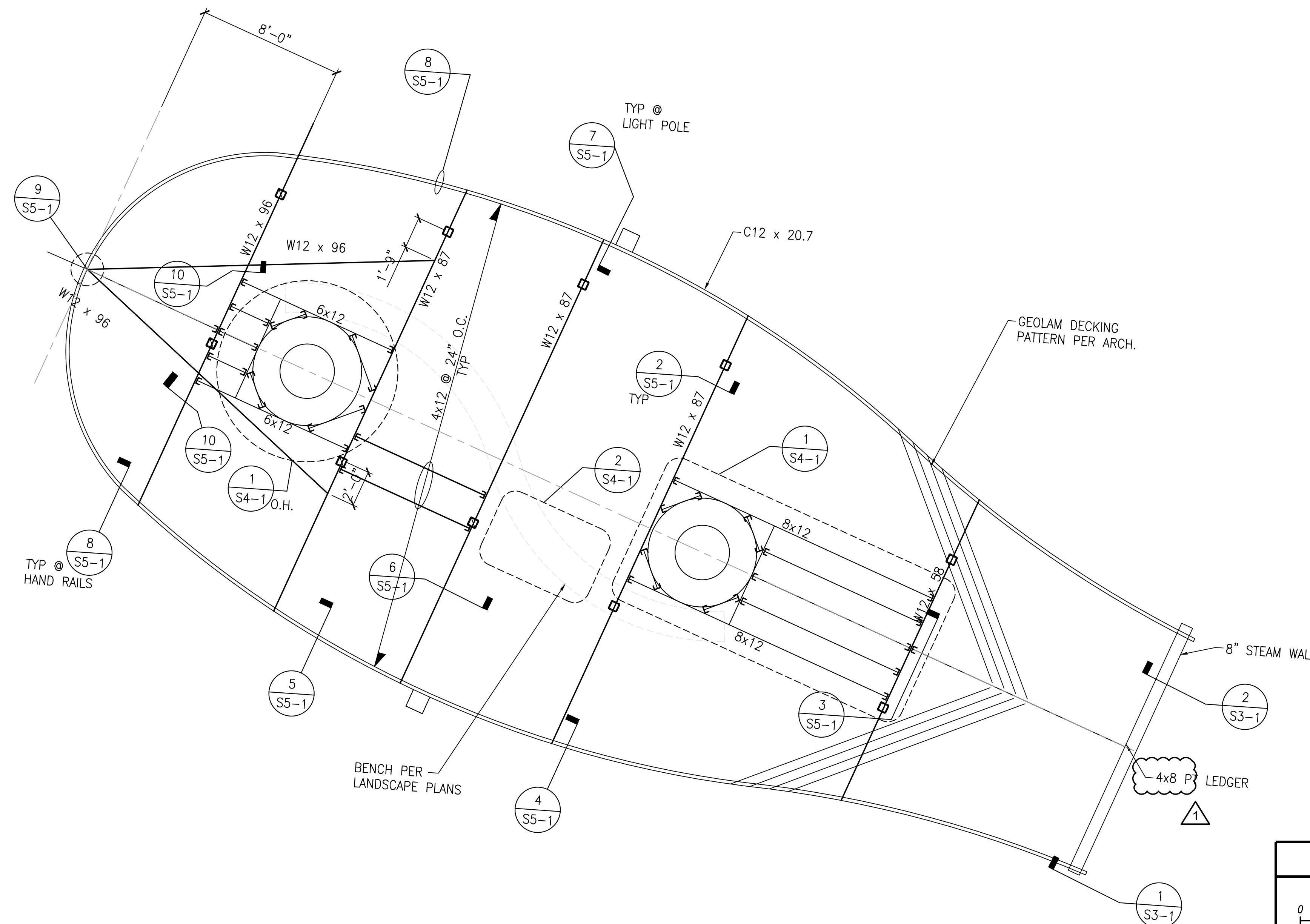
PROJECT ENGINEER
 1848-6281
 NAD83 COORDINATES

206-1719
 LAMBERT COORDINATES

DRAWING NO. LP-05
 41758-40-D

CONTRACTOR _____ DATE STARTED _____
 INSPECTOR _____ DATE COMPLETED _____

REGISTERED PROFESSIONAL ENGINEER
 JASON GRAY
 NO. C77208
 CIVIL
 STATE OF CALIFORNIA



FRAMING PLAN

SCALE 1/4" = 1'-0"

NOTES:

- FOR TYPICAL DETAILS AND GENERAL NOTES, SEE SHEETS S1-1, S1-2, S1-3, S1-4, AND S1-5.
- FOR DIMENSIONS NOT SHOWN, SEE ARCHITECTURAL.

FRAMING PLAN	
OLIVE STREET PARK ACQUISITION AND DEVELOPMENT PORTION OF HORTON'S ADDITION FORMERLY OLIVE STREET BETWEEN SECOND AVE. AND THIRD AVE.	
WARNING IF THIS BAR DOES NOT MEASURE 1" THEN DRAWING IS NOT TO SCALE.	

The City of **SAN DIEGO**

FOR CITY APPROVAL

ENGINEERING & CAPITAL PROJECTS SHEET 47 OF 56 SHEETS				WBS S-10051
APPROVED:		DATE: 08/24/2022		PROJECT MANAGER: KEVIN NGUYEN
DESCRIPTION	BY	APPROVED	DATE	PROJECT ENGINEER
ORIGINAL	KTUA		08-26-2022	PROJECT ENGINEER
				1848-6281 NAD83 COORDINATES
				206-1719 LAMBERT COORDINATES
AS BUILTS				DRAWING NO. 41758-47-D
CONTRACTOR		DATE STARTED		S2-2
INSPECTOR		DATE COMPLETED		

CONSULTANT

ORION
Structural Engineering, Inc.
11306 RANCHO BERNARDO RD., SUITE 120
SAN DIEGO, CA 92127
PHONE (619) 595-6799
FAX (619) 595-1772

Bid Results

Bidder Details

Vendor Name Blue Pacific Engineering & Construction
Address 3750 Convoy Street, Suite 306
San Diego, California 92111
United States
Respondee Shahram Elihu
Respondee Title President
Phone 858-956-1456
Email richard@bluepacificeng.com
Vendor Type PQUAL, CADIR, MALE, CAU
License # 824455
CADIR 1000929035

Bid Detail

Bid Format Electronic
Submitted 10/06/2022 1:46 PM (PDT)
Delivery Method
Bid Responsive
Bid Status Submitted
Confirmation # 306781

Respondee Comment

Buyer Comment

Attachments

File Title	File Name	File Type
BP Pending Actions.pdf	BP Pending Actions.pdf	CONTRACTOR'S CERTIFICATION OF PENDING ACTIONS
BP Mand Disc.pdf	BP Mand Disc.pdf	MANDATORY DISCLOSURE OF BUSINESS INTERESTS FORM
Prime Debar.pdf	Prime Debar.pdf	PRIME - DEBARMENT AND SUSPENSION CERTIFICATION
BP Subs Debar.pdf	BP Subs Debar.pdf	SUBS, SUPPLIERS, MANUF. - DEBARMENT AND SUSPENSION CERTIFICATION
BP Bid Bond.pdf	BP Bid Bond.pdf	Bid Bond

Subcontractors

Showing 5 Subcontractors

Name & Address	Desc	License Num	CADIR	Amount	Type
A. B. Hashmi, Inc. 13066 Deer Canyon Court San Diego, California 92131	Clearing and Grubbing, Grading, Underground Utilities, Landscaping and Concrete	798383	1000002125	\$340,000.00	ELBE, DBE, CADIR, PQUAL, Local
Ferreira Coastal Construction Comp 10370 Commerce Center Drive, Suite ferreiraconstruction.com Rancho Cucamonga, California 9173	Fencing and Guardrail	985180	1000001634	\$143,202.50	LAT, MALE, MBE, CADIR, PQUAL
McGrath Holdings, Inc PO BOX 2488 El Cajon, California 92021	WPCP preparation	000000	1000037165	\$590.00	ELBE, CADIR, Local
Merkel & Associates, Inc. 5434 Ruffin Road San Diego, California 92123	Biological Monitoring	724891	1000021267	\$5,000.00	CAU, FEM, CADIR, WBE, Local
Western State Builders Inc 2141 Orange Ave Escondido, California 92029	Playground and Fitness Equipment Installation	1069677	1000706410	\$25,365.00	CADIR, MALE, CAU, Local

Line Items

Discount Terms No Discount

Item #	Item Code	Type	Item Description	UOM	QTY	Unit Price	Line Total	Response	Comment
Main Bid							\$2,305,500.00		
1	524126		Bonds (Payment and Performance)	LS	1	\$20,000.00	\$20,000.00	Yes	
2	236220		Building Permits (EOC Type I)	AL	1	\$7,500.00	\$7,500.00	Yes	
3	562910		Hazardous Waste Operations and Emergency Response (HAZWOPER) Certification (EOC Type I)	AL	1	\$5,000.00	\$5,000.00	Yes	
4	238990		Construction of Olive Street Park	LS	1	\$1,920,000.00	\$1,920,000.00	Yes	
5	238990		Mobilization	LS	1	\$60,000.00	\$60,000.00	Yes	
6			Field Orders (EOC Type II)	AL	1	\$125,000.00	\$125,000.00	Yes	
7	238210		SDG&E Service Orders	LS	1	\$10,000.00	\$10,000.00	Yes	
8	238210		SDG&E Fee Allowance (EOC Type I)	AL	1	\$15,000.00	\$15,000.00	Yes	
9	541330		Maintenance and Plant Establishment - 90 Days	LS	1	\$9,000.00	\$9,000.00	Yes	
10	541330		Biological Monitoring and Reporting	LS	1	\$25,000.00	\$25,000.00	Yes	
11	541330		WPCP Development	LS	1	\$4,000.00	\$4,000.00	Yes	
12	237310		WPCP Implementation	LS	1	\$70,000.00	\$70,000.00	Yes	
13	237310		Sewer and Water Capacity Fees	LS	1	\$35,000.00	\$35,000.00	Yes	

Line Item Subtotals

Section Title	Line Total
Main Bid	\$2,305,500.00
Grand Total	\$2,305,500.00