

ENGINEER OF WORK

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



For City Engineer

12/6/2023

Date

Seal:



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REQUIRED DOCUMENTS SCHEDULE DURING BIDDING AND AWARDING

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

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

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

ITEM	DOCUMENT TO BE SUBMITTED	WHEN DUE	FROM
1.	Bid Bond (PDF via PlanetBids)	At Time of Bid	ALL BIDDERS
2.	Contractors Certification of Pending Actions	At Time of Bid	ALL BIDDERS
3.	Mandatory Disclosure of Business Interests	At Time of Bid	ALL BIDDERS
4.	Debarment and Suspension Certification for Prime Contractors	At Time of Bid	ALL BIDDERS
5.	Debarment and Suspension Certification for Subcontractors, Suppliers & Mfgs	At Time of Bid	ALL BIDDERS
6.	Bid Bond (Original)	By 5PM 1 working day after bid opening	ALL BIDDERS
7.	SLBE Good Faith Effort Documentation	By 5 PM 3 working days after bid opening	ALL BIDDERS
8.	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
9.	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
10.	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 **PARADISE HILLS LIBRARY HVAC REPLACEMENT**. For additional information refer to Attachment A.
2. **LIMITED COMPETITION:** This solicitation is open only to City-certified **ELBE** firms on the City's approved Prequalified Contractors List. For information regarding the SLBE-ELBE Construction Program and registration visit the City's web site: <http://www.sandiego.gov>.
3. **ESTIMATED CONSTRUCTION COST:** The City's estimated construction cost for this project is **\$160,000**.
4. **BID DUE DATE AND TIME ARE: JANUARY 25, 2024 at 2:00 PM.**
5. **PREVAILING WAGE RATES APPLY TO THIS CONTRACT:** Refer to Attachment D.
6. **LICENSE REQUIREMENT:** To be eligible for award of this contract, Prime contractor must possess the following licensing classification: **C-20**
7. **SUBCONTRACTING PARTICIPATION PERCENTAGES:**
 - 7.1. The City has incorporated voluntary subcontractor participation percentage to enhance competition and maximize subcontracting opportunities as follows.
 - 7.2. The following voluntary subcontractor participation percentage for DBE, DVBE, WBE, MBE, SLBE, and ELBE certified Subcontractors shall apply to this contract:

Total voluntary subcontractor participation percentage for this project is 10%.
8. **PRE-BID SITE VISIT:** All those wishing to submit a bid are **encouraged** to visit the Work Site with the Engineer. The purpose of the Site visit is to acquaint Bidders with the Site conditions. To request a sign language or oral interpreter for this visit, call the Purchasing & Contracting Department, Public Works Division at (619) 533-3450 at least 5 Working Days prior to the meeting to ensure availability. The Pre-Bid Site Visit is scheduled as follows:

Time: 11:30 AM
Date: January 9, 2024
Location: 5922 Rancho Hills Dr, San Diego, CA 92139
9. **AWARD PROCESS:**
 - 9.1. 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.
 - 9.2. 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.

- 9.3. 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.
- 9.4. The low Bid will be determined by the Base Bid.
- 9.5. Once the low Bid has been determined, the City may, at its sole discretion, award the contract for the Base Bid alone.

10. SUBMISSION OF QUESTIONS:

- 10.1. 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:

MartinezAbel@sandiego.gov

- 10.2. Questions received less than 14 days prior to the date for opening of Bids may not be considered.
- 10.3. 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.
- 10.4. Only questions answered by formal written addenda shall be binding. Oral and other interpretations or clarifications shall be without legal effect. It is the Bidder's responsibility to be informed of any addenda that have been issued and to include all such information in its Bid.

INSTRUCTIONS TO BIDDERS

1. PREQUALIFICATION OF CONTRACTORS:

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

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

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

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

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

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

3. ELECTRONIC BID SUBMISSIONS CARRY FULL FORCE AND EFFECT:

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

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

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

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

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

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

5. CONTRACTOR REGISTRATION AND ELECTRONIC REPORTING SYSTEM:

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

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

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

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

7. INSURANCE REQUIREMENTS:

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

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

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

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

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

9. **CITY'S RESPONSES AND ADDENDA:** The City, at its discretion, may respond to any or all questions submitted in writing via the City's eBidding web site in the **form of an addendum**. No other responses to questions, oral or written shall be of any force or effect with respect to this solicitation. The changes to the Contract Documents through addenda are made effective as though originally issued with the Bid. The Bidders shall acknowledge the receipt of Addenda at the time of bid submission.

10. **CITY'S RIGHTS RESERVED:** The City reserves the right to cancel the Notice Inviting Bids at any time, and further reserves the right to reject submitted Bids, without giving any reason for such action, at its sole discretion and without liability. Costs incurred by the Bidder(s) as a result of preparing Bids under the Notice Inviting Bids shall be the sole responsibility of each bidder. The Notice Inviting Bids creates or imposes no obligation upon the City to enter a contract.

11. **CONTRACT PRICING:** This solicitation is for a Lump Sum contract with Unit Price provisions as set forth herein. The Bidder agrees to perform construction services for the City of San Diego in accordance with these contract documents for the prices listed below. The Bidder further agrees to guarantee the Contract Price for a period of 120 days from the date of Bid opening. The duration of the Contract Price guarantee may be extended, by mutual consent of the parties, by the number of days required for the City to obtain all items necessary to fulfill all contractual conditions.

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

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

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

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

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

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

14. AWARD:

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

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

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

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

20. AWARD OF CONTRACT OR REJECTION OF BIDS:

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

21. BID RESULTS:

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

22. THE CONTRACT:

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

who shall fulfill every condition precedent to award. A corporation designated as the Apparent Low Bidder shall furnish evidence of its corporate existence and evidence that the officer signing the Contract and bond for the corporation is duly authorized to do so.

- 23. EXAMINATION OF PLANS, SPECIFICATIONS, AND SITE OF WORK:** The Bidder shall examine carefully the Project Site, the Plans and Specifications, other materials as described in the Special Provisions, Section 3-9, "TECHNICAL STUDIES AND SUBSURFACE DATA", and the proposal forms (e.g., Bidding Documents). The submission of a Bid shall be conclusive evidence that the Bidder has investigated and is satisfied as to the conditions to be encountered, as to the character, quality, and scope of work, the quantities of materials to be furnished, and as to the requirements of the Bidding Documents Proposal, Plans, and Specifications.
- 24. CITY STANDARD PROVISIONS:** This contract is subject to the following standard provisions. See The WHITEBOOK for details.
- 24.1.** The City of San Diego Resolution No. R-277952 adopted on May 20, 1991 for a Drug-Free Workplace.
- 24.2.** The City of San Diego Resolution No. R-282153 adopted on June 14, 1993 related to the Americans with Disabilities Act.
- 24.3.** The City of San Diego Municipal Code §22.3004 for Contractor Standards.
- 24.4.** The City of San Diego's Labor Compliance Program and the State of California Labor Code §§1771.5(b) and 1776.
- 24.5.** Sections 1777.5, 1777.6, and 1777.7 of the State of California Labor Code concerning the employment of apprentices by contractors and subcontractors performing public works contracts.
- 24.6.** The City's Equal Benefits Ordinance (EBO), Chapter 2, Article 2, Division 43 of The San Diego Municipal Code (SDMC).
- 24.7.** The City's Information Security Policy (ISP) as defined in the City's Administrative Regulation 90.63.
- 25. PRE-AWARD ACTIVITIES:**
- 25.1.** The contractor selected by the City to execute a contract for this Work shall submit the required documentation as specified herein and in the Notice of Intent to Award. Failure to provide the information as specified may result in the Bid being rejected as **non-responsive**.
- 25.2.** The decision that bid is non-responsive for failure to provide the information required within the time specified shall be at the sole discretion of the City.

PERFORMANCE BOND, LABOR AND MATERIALMEN'S BOND

FAITHFUL PERFORMANCE BOND AND LABOR AND MATERIALMEN'S BOND:

Eli Electric & Construction, Inc., a corporation, as principal, and The Ohio Casualty 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 One Hundred Fifty Two Thousand Nine Hundred Dollars and Zero Cents (\$152,900.00) for the faithful performance of the annexed contract, and in the sum of One Hundred Fifty Two Thousand Nine Hundred Dollars and Zero Cents (\$152,900.00) 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.

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 02/08/2024 before me, MARIA MARTINEZ Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Heather Anne Blackmon
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 Maria Martinez
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: Performance Bond Document Date: 02/08/2024
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8209442-987720

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Heather Blackmon

all of the city of San Marcos state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 14th day of February, 2023.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 14th day of February, 2023 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 8th day of February, 2024.



By: Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

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

THE CITY OF SAN DIEGO

By: Stephen Samara
Print Name: Stephen Samara
Principal Contract Specialist
Purchasing & Contracting Department
Date: 3/21/2024

APPROVED AS TO FORM

Mara W. Elliott, City Attorney
By: Dana Furchild
Print Name: Dana Furchild
Deputy City Attorney
Date: 4/9/2024

CONTRACTOR

By: Eli M. Beltran
Print Name: Eli M. Beltran
Date: 02-13-2024

SURETY

By: Heather Blackmon
Attorney-In-Fact
Print Name: Heather Blackmon
Date: 02/08/2024

790 The South City Drive, Suite 200, Orange, CA 92868

Local Address of Surety

925-433-4495

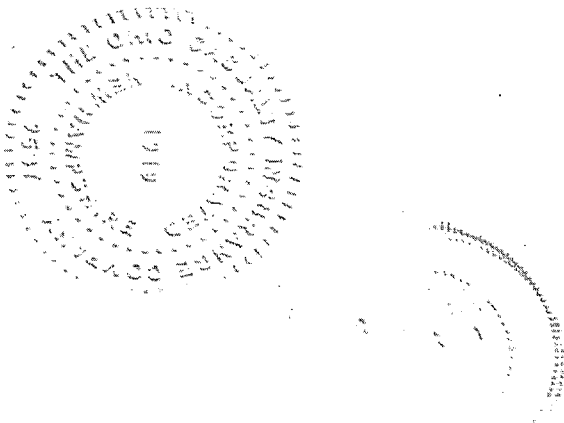
Local Phone Number of Surety

\$4,587.00

Premium

39K007841

Bond Number



ATTACHMENTS

ATTACHMENT A
SCOPE OF WORK

SCOPE OF WORK

1. **SCOPE OF WORK:** Remove and dispose of two (2) existing roof-mounted gas HVAC units. Install two (2) new electrical roof-mounted HVAC units. Provide and install two (2) new electrical roof-mounted units. Provide new ductwork. Including associated electrical work to service the new units. Provide start-up, test & balance of new HVAC system.
 - 1.1. The Work shall be performed in accordance with:
 - 1.1.1. The Notice Inviting Bids, **Appendix G - Plans Exhibits** and As-Builts Plans, inclusive.

For As-Builts Plans, refer to the following link:
<https://drive.google.com/drive/folders/1jQ92BAIk6g4j5ZBf7FBPILdY1H655aYT>
2. **LOCATION OF WORK:** The location of the Work is as follows:

See **Appendix E – Location Map**
3. **CONTRACT TIME:** The Contract Time for completion of the Work shall be **132 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 it's duly authorized officer, may consent to the substitution of another person as a Subcontractor or Supplier in any of the following situations:
 - i. When the Subcontractor or Supplier listed in the Bid, after having a reasonable opportunity to do so, fails or refuses to execute a written Contract for the scope of work specified in the subcontractor's bid and at the price specified in the subcontractor's bid, when that written contract, based upon the general terms, conditions, plans, and specifications for the project involved or the terms of the subcontractor's written bid, is presented to the subcontractor by the prime contractor.
 - ii. When the listed Subcontractor or Supplier becomes insolvent or the subject of an order for relief in bankruptcy.
 - iii. When the listed Subcontractor or Supplier fails or refuses to perform his or her subcontract.
 - iv. When the listed Subcontractor fails or refuses to meet bond requirements as set forth in Public Contract Code §4108.
 - v. When you demonstrate to the City or it's duly authorized officer, subject to the provisions set forth in Public Contract Code §4107.5, that the name of the Subcontractor was listed as the result of an inadvertent clerical error.
 - vi. When the listed Subcontractor is not licensed pursuant to Contractor License Law.

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

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

E. JOINT VENTURES.

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

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

F. MAINTAINING PARTICIPATION LEVELS.

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

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

G. SUBCONTRACTING EFFORTS REVIEW AND EVALUATION.

1. Documentation of your subcontracting efforts will be reviewed by EOC 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 EOC review is based on the federal “Six Good Faith Efforts” model.
2. The GFEs are required methods to ensure that all ELBE and SLBE firms have had the opportunity to compete for the City’s Public Works procurements. The Six Good Faith Efforts, also known as affirmative steps, attract and utilize ELBE and SLBE firms:
 - a) Ensure ELBE firms are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities.
 - b) Make information of forthcoming opportunities available to SLBE-ELBE firms and arrange time for Contracts and establish delivery schedules, where requirements permit, in a way that encourages and facilitates participation by SLBE-ELBE firms in the competitive process. This includes posting solicitations for Bids or proposals to SLBE-ELBE firms for a minimum of 10 Working Days before the Bid or Proposal due date.
 - c) Consider in the contracting process whether firms competing for large Contracts could subcontract with SLBE-ELBE firms.
 - d) Encourage contracting with a consortium of ELBE-SLBE firms when a Contract is too large for one of these firms to handle individually.
 - e) Use the services and assistance of the City’s EOC Office and the SLBE-ELBE Directory.
 - f) If you award subcontracts, require your Subcontractors to take the steps listed above.

H. GOOD FAITH EFFORT DOCUMENTATION.

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

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

I. SUBCONTRACTOR SUBSTITUTION.

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

J. FALSIFICATION OF SUB-AGREEMENT AND FRAUD.

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

K. RESOURCES.

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

PREVAILING WAGE

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

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

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

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

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

ATTACHMENT E
SUPPLEMENTARY SPECIAL PROVISIONS

SUPPLEMENTARY SPECIAL PROVISIONS

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

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

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

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

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

Holiday	Observed On
Juneteenth	June 19

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

Normal Working Hours: Normal Working Hours shall be **7:00 AM to 3:30 PM, Monday through Friday**, inclusive. Saturdays, Sundays, and City Holidays are excluded. Unless otherwise specified on the Traffic Control Permits.

SECTION 3 – CONTROL OF THE WORK

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

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

SECTION 4 - CONTROL OF MATERIALS

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

11. You shall submit your list of proposed substitutions for an "equal" item **no 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	\$2,000,000
Products/Completed Operations Aggregate Limit	\$2,000,000
Personal Injury Limit	\$1,000,000
Each Occurrence	\$1,000,000

5-4.2.2 Commercial Automobile Liability Insurance.

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

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

1. In accordance with the provisions of California Labor Code section 3700, you shall provide, at your expense, Workers' Compensation Insurance and Employers Liability Insurance to protect you against all claims under applicable state workers' compensation laws. The City, its elected officials, and employees will not be responsible for any claims in law or equity occasioned by your failure to comply with this requirement.
2. Statutory Limits shall be provided for Workers' Compensation Insurance as required by the state of California, and Employer's Liability Insurance with limits of no less than \$1,000,000 per accident for bodily injury or disease.

3. By signing and returning the Contract, you certify that you are aware of the provisions of California's Workers' Compensation laws, including Labor Code section 3700, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance, and that you will comply with these provisions before commencing the Work..

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

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

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

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

5-4.5 Policy Endorsements.

5-4.5.1 Commercial General Liability Insurance.

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

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

5-4.5.1.2 Primary and Non-Contributory Coverage. The policy shall be endorsed to provide that the coverage with respect to operations, including the completed operations, if appropriate, of the Named Insured is primary to any insurance or self-insurance of the City and its elected officials, officers, employees, agents and representatives. Further,

it shall provide that any insurance maintained by the City and its elected officials, officers, employees, agents and representatives shall be in excess of your insurance and shall not contribute to it.

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

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

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

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

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

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

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

SECTION 6 – PROSECUTION AND PROGRESS OF THE WORK

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

3. Refer to the Sample City Invoice materials in **Appendix D – Sample City Invoice with Cash Flow Forecast** and use the format shown.

**ADD:
6-6.1.1**

Environmental Document.

1. The City of San Diego has prepared a **Notice of Exemption** for **Paradise Hills Library HVAC Replacement**, Project No. **B-23104.02.06**, as referenced in the Contract Appendix. You shall comply with all requirements of **the Notice of Exemption** as set forth in **Appendix A**.
2. Compliance with the City's environmental document shall be included in the Contract Price, unless separate bid items have been provided.

6-9

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

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

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

SECTION 7 – MEASUREMENT AND PAYMENT

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

3. The Lump Sum Bid item for “**Paradise Hills Library HVAC Replacement**” shall include, and not be limited to, remove and dispose of (2) two existing roof-mounted gas HVAC units. Provide and install (2) two new electrical roof-mounted HVAC units. Provide and install new ductwork. Including any associated electrical work to service the new units. Provide start-up, test & balance of new HVAC system .

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

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

**TABLE 7-3.9
FIELD ORDER LIMITS**

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

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

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

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**.

TECHNICALS

TECHNICALS

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DIVISION 01 - GENERAL REQUIREMENTS

SECTION 01 78 23 OPERATION AND MAINTENANCE DATA

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- 1.5 SCHEDULE OF OPERATION AND MAINTENANCE DATA PACKAGES
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PART 2 PRODUCTS

PART 3 EXECUTION

-- End of Section Table of Contents --

SECTION 01 78 23 - OPERATION AND MAINTENANCE DATA

PART 1 GENERAL

1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

ASTM INTERNATIONAL (ASTM)
ASTM E1971 (CURRENT; R 2011) Stewardship for the Cleaning of Commercial and Institutional Buildings

1.2 SUBMISSION OF OPERATION AND MAINTENANCE DATA

Submit Operation and Maintenance (O&M) Data specifically applicable to this contract and a complete and concise depiction of the provided equipment, product, or system, stressing and enhancing the importance of system interactions, troubleshooting, and long-term preventative maintenance and operation. The subcontractors must compile and prepare data and deliver to the Contractor prior to the training of Government personnel.

The Contractor must compile and prepare aggregate O&M data including clarifying and updating the original sequences of operation to as-built conditions. Organize and present information in sufficient detail to clearly explain O&M requirements at the system, equipment, component, and subassembly level. Include an index preceding each submittal.

1.2.1 Package Quality

Documents must be fully legible.

Poor quality copies and material with hole punches obliterating the text or drawings will not be accepted.

1.2.2 Package Content

Data package content shall be as shown in the paragraph titled "Schedule of Operation and Maintenance Data Packages." Comply with the data package requirements specified in the individual technical sections, including the content of the packages and addressing each product, component, and system designated for data package submission, except as follows. Commissioned items without a specified data package requirement in the individual technical sections must use Data Package.

1.2.3 Changes to Submittals

Manufacturer-originated changes or revisions to submitted data must be furnished by the Contractor if a component of an item is so affected subsequent to acceptance of the O&M Data.

Submit changes, additions, or revisions required by the Contracting Officer for final acceptance of submitted data within 30 calendar days of the notification of this change requirement.

1.2.4 Review and Approval

The independent Commissioning Authority (CA) must review the commissioned systems and equipment submittals for completeness and applicability. The CA must verify that the systems and equipment provided meet the requirements of the Contract documents and design intent, particularly as they relate to functionality, energy performance, water performance, maintainability, sustainability, system cost, indoor environmental quality, and local environmental impacts. The CA must communicate deficiencies to the Contracting Officer. Upon a successful review of the corrections, the CA must recommend approval and acceptance of these O&M manuals to the Contracting Officer. This work is in addition to the normal review procedures for O&M data.

1.2.5 O&M Database

Develop a database from the O&M manuals that contains the information required to start a preventative maintenance program.

1.3 TYPES OF INFORMATION REQUIRED IN O&M DATA PACKAGES

1.3.1 Operating Instructions

Include specific instructions, procedures, and illustrations for the following phases of operation for the installed model and features of each system:

1.3.1.1 Safety Precautions

List personnel hazards and equipment or product safety precautions for all operating conditions.

1.3.1.2 Operator Prestart

Include procedures required to install, set up, and prepare each system for use.

1.3.1.3 Startup, Shutdown, and Post-Shutdown Procedures

Provide narrative description for Startup, Shutdown and Post-shutdown operating procedures including the control sequence for each procedure.

1.3.1.4 Normal Operations

Provide narrative description of Normal Operating Procedures. Include Control Diagrams with data to explain operation and control of systems and specific equipment.

1.3.1.5 Emergency Operations

Include Emergency Procedures for equipment malfunctions to permit a short period of continued operation or to shut down the equipment to prevent further damage to systems and equipment. Include Emergency Shutdown Instructions for fire, explosion, spills, or other foreseeable contingencies. Provide guidance and procedures for emergency operation of all utility systems including required valve positions, valve locations and zones or portions of systems controlled.

1.3.1.6 Operator Service Requirements

Include instructions for services to be performed by the operator such as lubrication, adjustment, inspection, and recording gage readings.

1.3.1.7 Environmental Conditions

Include a list of Environmental Conditions (temperature, humidity, and other relevant data) that are best suited for the operation of each product, component or system. Describe conditions under which the item equipment should not be allowed to run.

1.3.2 Preventive Maintenance

Include the following information for preventive and scheduled maintenance to minimize corrective maintenance and repair for the installed model and features of each system.

Include potential environmental and indoor air quality impacts of recommended maintenance procedures and materials.

1.3.2.1 Lubrication Data

Include preventative maintenance lubrication data, in addition to instructions for lubrication provided under paragraph titled "Operator Service Requirements":

- a. A table showing recommended lubricants for specific temperature ranges and applications.
- b. Charts with a schematic diagram of the equipment showing lubrication points recommended types and grades of lubricants, and capacities.
- c. A lubrications Schedule showing service interval frequency.

1.3.2.2 Preventive Maintenance Plan and Schedule

Include manufacturer's schedule for routine preventive maintenance, inspections, tests and adjustments required to ensure proper and economical operation and to minimize corrective maintenance. Provide manufacturer's projection of preventive maintenance work-hours on a daily, weekly, monthly, and annual basis including craft requirements by type of craft. For periodic calibration, provide manufacturer's specified frequency and procedures for each separate operation.

1.3.2.3 Cleaning Recommendations

Provide environmentally preferable cleaning recommendations in accordance with ASTM E1971.

1.3.3 Corrective Maintenance (Repair)

Include manufacturer's recommended procedures and instructions for correcting problems and making repairs for the installed model and features of each system. Include potential environmental and indoor air quality impacts of recommended maintenance procedures and materials.

1.3.3.1 Troubleshooting Guides and Diagnostic Techniques

Include step-by-step procedures to promptly isolate the cause of typical malfunctions. Describe clearly why the checkout is performed and what conditions are to be sought. Identify tests or inspections and test equipment required to determine whether parts and equipment may be reused or require replacement.

1.3.3.3 Maintenance and Repair Procedures

Include instructions and a list of tools required to repair or restore the product or equipment to proper condition or operating standards.

1.3.3.4 Removal and Replacement Instructions

Include step-by-step procedures and a list required tools and supplies for removal, replacement, disassembly, and assembly of components, assemblies, subassemblies, accessories, and attachments. Provide tolerances, dimensions, settings and adjustments required. Instructions shall include a combination of text and illustrations.

1.3.3.5 Spare Parts and Supply Lists

Include lists of spare parts and supplies required for maintenance and repair to ensure continued service or operation without unreasonable delays. Special consideration is required for facilities at remote locations. List spare parts and supplies that have a long lead-time to obtain.

1.3.4 Corrective Maintenance Work-Hours

Include manufacturer's projection of corrective maintenance work-hours including requirements by type of craft. Corrective maintenance that requires completion or participation of the equipment manufacturer shall be identified and tabulated separately.

1.3.5 Appendices

Provide information required below and information not specified in the preceding paragraphs but pertinent to the maintenance or operation of the product or equipment. Include the following:

1.3.5.1 Product Submittal Data

Provide a copy of all SD-03 Product Data submittals required in the applicable technical sections.

1.3.5.2 Manufacturer's Instructions

Provide a copy of all SD-08 Manufacturer's Instructions submittals required in the applicable technical sections.

1.3.5.3 O&M Submittal Data

Provide a copy of all SD-10 Operation and Maintenance Data submittals required in the applicable technical sections.

1.3.5.4 Parts Identification

Provide identification and coverage for all parts of each component, assembly, subassembly, and accessory of the end items subject to replacement. Include special hardware requirements, such as requirement to use high-strength bolts and nuts. Identify parts by make, model, serial number, and source of supply to allow reordering without further identification.

Provide clear and legible illustrations, drawings, and exploded views to enable easy identification of the items. When illustrations omit the part numbers and description, both the illustrations and separate listing shall show the index, reference, or key number that will cross-reference the illustrated part part to the listed part. Parts shown in the listings shall be grouped by components, assemblies, and subassemblies in accordance with the manufacturer's standard practice. Parts data may cover more than one model or series of equipment, components, assemblies, subassemblies, attachments, or accessories, such as typically shown in a master parts catalog

1.3.5.5 Warranty Information

List and explain the various warranties and clearly identify the servicing and technical precautions prescribed by the manufacturers or contract documents in order to keep warranties in force.

Include warranty information for primary components such as the compressor of air conditioning system.

1.3.5.6 Personnel Training Requirements

Provide information available from the manufacturers that is needed for use in training designated personnel to properly operate and maintain the equipment and systems.

1.3.5.7 Testing Equipment and Special Tool Information

Include information on test equipment required to perform specified tests and on special tools needed for the operation, maintenance, and repair of components.

1.3.5.8 Testing and Performance Data

Include completed prefunctional checklists, functional performance test forms, and monitoring reports. Include recommended schedule for retesting and blank test forms.

1.3.5.9 Contractor Information

Provide a list that includes the name, address, and telephone number of the General Contractor and each Subcontractor who installed the product or equipment, or system. For each item, also provide the name address and telephone number of the manufacturer's representative and service organization that can provide replacements most convenient to the project site. Provide the name, address, and telephone number of the product, equipment, and system manufacturers.

1.4 TYPES OF INFORMATION REQUIRED IN CONTROLS O&M DATA

PACKAGES Include Data Package 5 and the following for control systems:

- a. Narrative description on how to perform and apply all functions, features, modes, and other operations, including unoccupied operation, seasonal changeover, manual operation, and alarms. Include detailed technical manual for programming and customizing control loops and algorithms.
- b. Full as-built sequence of operations.
- c. Copies of all checkout tests and calibrations performed by the Contractor (not Cx tests).
- d. Full points list.

A listing of rooms shall be provided with the following information for each room:

- (1) Floor
- (2) Room number
- (3) Room name
- (4) Air handler unit ID

- (5) Reference drawing number
- (7) Minimum cfm
- (8) Maximum cfm
- e. Full print out of all schedules and set points after testing and acceptance of the system.
- f. Full as-built print out of software program.
- g. Electronic File

1.5 SCHEDULE OF OPERATION AND MAINTENANCE DATA PACKAGES

Furnish the O&M data packages specified in individual technical sections. The required information for each O&M data package is as follows:

1.5.1 Data Package 1

- a. Safety precautions
- b. Operator prestart
- c. Startup, shutdown, and post-shutdown procedures
- d. Normal operations
- e. Emergency operations
- f. Environmental conditions
- g. Lubrication data
- h. Preventive maintenance plan and schedule
- i. Cleaning recommendations
- j. Troubleshooting guides and diagnostic techniques
- k. Wiring diagrams and control diagrams
- l. Maintenance and repair procedures
- m. Removal and replacement instructions
- n. Spare parts and supply list
- o. Product submittal data
- p. O&M submittal data
- q. Parts identification
- r. Warranty information
- s. Testing equipment and special tool information

- t. Testing and performance data
- u. Contractor information

PART 2 PRODUCTS Not Used

PART 3 EXECUTION Not Used

-- End of Section --

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DIVISION 23 - HEATING, VENTILATING, AND AIR CONDITIONING

SECTION 23 00 00 AIR SUPPLY, DISTRIBUTION, VENTILATION, AND EXHAUST SYSTEMS

PART 1 GENERAL

1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

ACOUSTICAL SOCIETY OF AMERICA (ASA)

ASA S12.51 (current) Acoustics Determination of Sound Power Levels of Noise Sources using Sound Pressure Precision Method for Reverberation Rooms

AIR CONDITIONING CONTRACTORS OF AMERICA (ACCA)

ACCA Manual 4 (current) Installation Techniques for Perimeter Heating and Cooling; 11th Edition

AIR MOVEMENT AND CONTROL ASSOCIATION INTERNATIONAL (AMCA)

AMCA 201 (Current; R 2011) Fans and Systems
AMCA 210 (Current) Laboratory Methods of Testing Fans for Aerodynamic Performance Rating
AMCA 220 (Current) Test Methods for Air Curtain Units
AMCA 300 (Current) Reverberant Room Method for Sound Testing of Fans
AMCA 301 (Current; INT Current) Methods for Calculating Fan Sound Ratings from Laboratory Test Data
AMCA 500-D (Current) Laboratory Methods of Testing Dampers for Rating

AIR-CONDITIONING, HEATING AND REFRIGERATION INSTITUTE (AHRI)

AHRI 260 (Current) Sound Rating of Ducted Air Moving and Conditioning Equipment
AHRI 410 (current; Addendum 1 2002; Addendum 2 2005; Addendum 3 2011) Forced-Circulation Air-Cooling and Air-Heating Coils

Heating, Ventilating, And Air Conditioning

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AHRI DCAACP	(Online) Directory of Certified Applied Air-Conditioning Products
AHRI Guideline D	(Current) Application and Installation of Central Station Air-Handling Units
AMERICAN BEARING MANUFACTURERS ASSOCIATION (ABMA)	
ABMA 11	(Current; R 2008) Load Ratings and Fatigue Life for Roller Bearings
ABMA 9	(Current; R 2008) Load Ratings and Fatigue Life for Ball Bearings
AMERICAN SOCIETY OF HEATING, REFRIGERATING AND AIR-CONDITIONING ENGINEERS (ASHRAE)	
ANSI/ASHRAE 15 & 34	(Current; Addenda A, B, C, D, E, F, G, H, I, J, K, L, N and O; Errata Current; INT Current; Errata Current; Addenda AD, SD, AE and AF 2013) ANSI/ASHRAE Standard 15-Safety Standard for Refrigeration Systems and ANSI/ASHRAE Standard 34-Designation and Safety Classification of Refrigerants
ASHRAE 52.2	(Current) Method of Testing General Ventilation Air-Cleaning Devices for Removal Efficiency by Particle Size
ASHRAE 62.1	(Current; Errata 2011; INT 3 2012; INT 4 2012; INT 5 2013) Ventilation for Acceptable Indoor Air Quality
ASHRAE 68	(Current) Laboratory Method of Testing to Determine the Sound Power In a Duct
ASHRAE 70	(Current; R 2011) Method of Testing for Rating the Performance of Air Outlets and Inlets
ASHRAE 84	(Current) Method of Testing Air-to-Air Heat Exchangers
ASHRAE 90.1 - IP	(Current; Errata 1-3 2011; INT 1-12 2011; Addenda A, B, C, G, H, J, K, O, P, S, Y, Z, BZ, CG, CI and DS 2012; Errata 4-8 Current; INT Current)) Energy Standard for Buildings Except Low-Rise Residential Buildings
ASHRAE 90.1 - SI	(Current; Errata Current I; INT Current; Addenda A, B, C, G, H, J, K, O, P, S, Y, Z, BZ, CG, CI and DS current; Errata curren

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; INT 13-16 current; Errata current)
Energy Standard for Buildings Except
Low-Rise Residential Buildings

INSTITUTE OF ENVIRONMENTAL SCIENCES AND TECHNOLOGY (IEST)

IEST RP-CC-001 (2009) HEPA and ULPA Filters

NATIONAL ELECTRICAL MANUFACTURERS ASSOCIATION (NEMA)

NEMA ICS 6 (current; R current) Enclosures

NEMA MG 1 (current; Errata current) Motors and Generators

NEMA MG 10 (current; R current) Energy Management Guide for
Selection and Use of Fixed Frequency
Medium AC Squirrel-Cage Polyphase
Induction Motors

NEMA MG 11 (current; R current) Energy Management Guide for
Selection and Use of Single Phase Motors

NATIONAL FIRE PROTECTION ASSOCIATION (NFPA)

NFPA 70 (current; Errata current) National Electrical
Code

NFPA 701 (current) Standard Methods of Fire Tests for
Flame Propagation of Textiles and Films

NFPA 90A (current) Standard for the Installation of
Air Conditioning and Ventilating Systems

SCIENTIFIC CERTIFICATION SYSTEMS (SCS)

SCS Scientific Certification Systems
(SCS)Indoor Advantage

SHEET METAL AND AIR CONDITIONING CONTRACTORS' NATIONAL ASSOCIATION
(SMACNA)

SMACNA 1403 (current) Accepted Industry Practice for
Industrial Duct Construction, 2nd Edition

SMACNA 1819 (current) Fire, Smoke and Radiation Damper
Installation Guide for HVAC Systems, 5th
Edition

SMACNA 1884 (current) Fibrous Glass Duct Construction
Standards, 7th Edition

SMACNA 1966 (Current) HVAC Duct Construction Standards
Metal and Flexible, 3rd Edition

Heating, Ventilating, And Air Conditioning

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SMACNA 1972 CD (Current) HVAC Air Duct Leakage Test Manual - 2nd Edition

SMACNA 1981 (Current) Seismic Restraint Manual Guidelines for Mechanical Systems, 3rd Edition

U.S. DEPARTMENT OF DEFENSE (DOD)

MIL-STD-101 (current; Rev B) Color Code for Pipelines & for Compressed Electrical Cylinders

UFC 4-010-01 (Current) DoD Minimum Antiterrorism Standards for Buildings

U.S. NATIONAL ARCHIVES AND RECORDS ADMINISTRATION (NARA)

40 CFR 82 Protection of Stratospheric Ozone

UNDERWRITERS LABORATORIES (UL)

UL 1995 (current) Heating and Cooling Equipment

UL 555 (Current; Reprint May current) Standard for Fire Dampers

UL 555S (current; Reprint May 2012) Smoke Dampers

UL 586 (current) Standard for High-Efficiency Particulate, Air Filter Units

UL 6 (current) Electrical Rigid Metal Conduit-Steel

UL 705 (current) Standard for Power Ventilators

UL 723 (current) Test for Surface Burning Characteristics of Building Materials

UL 900 (current) Standard for Air Filter Units

UL 94 (current;) Standard for Tests for Flammability of Plastic Materials for Parts in Devices and Appliances

UL Electrical Constructn (current) Electrical Construction Equipment Directory

UL Fire Resistance (current) Fire Resistance Directory

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1.2 SYSTEM DESCRIPTION

Provide roof top units with new disconnects. Furnish transition ductwork, condensate and electrical conduits, fittings, and accessories as required to provide a complete installation. Contractor shall provide TAB after installation is completed. Coordinate the work of the different trades to avoid interference between piping, equipment, structural, and electrical work. Provide complete, in place, all necessary offsets in piping and ductwork, and all fittings, and other components, required to install the work as indicated and specified.

1.2.1 Service Labeling

Label roof top unit, including exhaust fans, electric panels, etc. with labels made of self-sticking, plastic film designed for permanent installation. Labels shall be in accordance with the typical examples below:

SERVICE	LABEL AND TAG DESIGNATION
Roof Top Unit Number	RTU - []

1.2.2 Color Coding

Color coding of all piping systems shall be in accordance with ASME A13.1 MIL-STD-101.

1.3 SUBMITTALS

Submit the following:

SUBMITTAL PROCEDURES:

SD-02 Shop Drawings

Detail Drawings

SD-03 Product Data

Air Handling Units
Diagrams

SD-06 Test Reports

Performance Tests

SD-07 Certificates

Certification

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SD-08 Manufacturer's Instructions

Manufacturer's Installation Instructions
Operation and Maintenance Training

SD-10 Operation and Maintenance Data

Operation and Maintenance Manuals

Roof top units

1.4 QUALITY ASSURANCE

Except as otherwise specified, approval of materials and equipment is based on manufacturer's published data.

- a. Where materials and equipment are specified to conform to the standards of the Underwriters Laboratories, the label of or listing with reexamination in UL Bld Mat Dir, and UL 6 is acceptable as sufficient evidence that the items conform to Underwriters Laboratories requirements. In lieu of such label or listing, submit a written certificate from any nationally recognized testing agency, adequately equipped and competent to perform such services, stating that the items have been tested and that the units conform to the specified requirements. Outline methods of testing used by the specified agencies.
- b. Where materials or equipment are specified to be constructed or tested, or both, in accordance with the standards of the ASTM International (ASTM), the ASME International (ASME), or other standards, a manufacturer's certificate of compliance of each item is acceptable as proof of compliance.
- c. Conformance to such agency requirements does not relieve the item from compliance with other requirements of these specifications.

1.4.1 Prevention of Corrosion

Protect metallic materials against corrosion. Manufacturer shall provide rust-inhibiting treatment and standard finish for the equipment enclosures. Do not use aluminum in contact with earth, and where connected to dissimilar metal. Protect aluminum by approved fittings, barrier material, or treatment. Ferrous parts such as anchors, bolts, braces, boxes, bodies, clamps, fittings, guards, nuts, pins, rods, shims, thimbles, washers, and miscellaneous parts not of corrosion-resistant steel or nonferrous materials shall be hot-dip galvanized in accordance with ASTM A123/A123M for exterior locations and cadmium-plated in conformance with ASTM B766 for interior locations.

1.4.2 Asbestos Prohibition

Do not use asbestos and asbestos-containing products.

1.4.3 Ozone Depleting Substances Used as Refrigerants

Minimize releases of Ozone Depleting Substances (ODS) during repair, maintenance, servicing or disposal of appliances containing ODS's by complying with all applicable sections of 40 CFR 82 Part 82 Subpart F. Any person conducting repair, maintenance, servicing or disposal of appliances owned by NASA shall comply with the following:

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- a. Do not knowingly vent or otherwise release into the environment, Class I or Class II substances used as a refrigerant.
- b. Do not open appliances without meeting the requirements of 40 CFR 82 Part 82.156 Subpart F, regarding required practices for evacuation and collection of refrigerant, and 40 CFR 82 Part 82.158 Subpart F, regarding standards of recycling and recovery equipment.
- c. Only persons who comply with 40 CFR 82 Part 82.161 Subpart F, regarding technician certification, can conduct work on appliances containing refrigerant.

In addition, provide copies of all applicable certifications to the Resident Engineer at least 14 calendar days prior to initiating maintenance, repair, servicing, dismantling or disposal of appliances, including:

- a. Proof of Technician Certification
- b. Proof of Equipment Certification for recovery or recycling equipment.
- c. Proof of availability of certified recovery or recycling equipment.

1.4.4 Use of Ozone Depleting Substances, Other than Refrigerants

The use of Class I or Class II ODS's listed as nonessential in 40 CFR 82 Part 82.66 Subpart C is prohibited. These prohibited materials and uses include:

- a. Any plastic party spray streamer or noise horn which is propelled by a chlorofluorocarbon
- b. Any cleaning fluid for electronic and photographic equipment which contains a chlorofluorocarbon; including liquid packaging, solvent wipes, solvent sprays, and gas sprays.
- c. Any plastic flexible or packaging foam product which is manufactured with or contains a chlorofluorocarbon, including, open cell foam, open cell rigid polyurethane poured foam, closed cell extruded polystyrene sheet foam, closed cell polyethylene foam and closed cell polypropylene foam except for flexible or packaging foam used in coaxial cabling.
- d. Any aerosol product or other pressurized dispenser which contains a chlorofluorocarbon, except for those listed in 40 CFR 82 Part 82.66 Subpart C.

Request a waiver if a facility requirement dictates that a prohibited material is necessary to achieve project goals. Submit the waiver request in writing to the Resident Engineer. The waiver will be evaluated and dispositioned.

1.4.5 Detail Drawings

Submit detail drawings showing equipment layout, including assembly and installation details and electrical connection diagrams; Include any information required to demonstrate that the system has been coordinated and functions properly as a unit on the drawings and show equipment relationship to other parts of the work, including clearances required for operation and maintenance. Submit drawings showing bolt-setting information, and foundation bolts prior to concrete foundation construction for all equipment indicated or required to have concrete foundations. Submit function designation of the equipment and any other requirements specified throughout this Section with the shop drawings.

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1.4.6 Test Procedures

Submit proposed test procedures and test schedules for the ductwork leak test, and performance tests of systems, at least 2 weeks prior to the start of related testing.

1.5 DELIVERY, STORAGE, AND HANDLING

Protect stored equipment at the jobsite from the weather, humidity and temperature variations, dirt and dust, or other contaminants. Additionally, cap or plug all pipes until installed.

PART 2 PRODUCTS

2.1 STANDARD PRODUCTS

Provide components and equipment that are "standard products" of a manufacturer regularly engaged in the manufacturing of products that are of a similar material, design and workmanship. "Standard products" is defined as being in satisfactory commercial or industrial use for 2 years before bid opening, including applications of components and equipment under similar circumstances and of similar size, satisfactorily completed by a product that is sold on the commercial market through advertisements, manufacturers' catalogs, or brochures. Products having less than a 2-year field service record are acceptable if a certified record of satisfactory field operation, for not less than 6000 hours exclusive of the manufacturer's factory tests, can be shown. Provide equipment items that are supported by a service organization. Where applicable, provide equipment that is an ENERGY STAR Qualified product or a Federal Energy Management Program (FEMP) designated product.

2.2 IDENTIFICATION PLATES

In addition to standard manufacturer's identification plates, provide engraved laminated phenolic identification plates for each piece of mechanical equipment. Identification plates are to designate the function of the equipment. Submit designation with the shop drawings. Identification plates shall be three layers, black-white-black, engraved to show white letters on black background. Letters shall be upper case. Identification plates 1-1/2-inches high and smaller shall be 1/16-inch thick, with engraved lettering 1/8-inch high; identification plates larger than 1-1/2-inches high shall be 1/8-inch thick, with engraved lettering of suitable height. Identification plates 1-1/2-inches high and larger shall have beveled edges. Install identification plates using a compatible adhesive.

2.4 EQUIPMENT GUARDS AND ACCESS

Fully enclose or guard belts, pulleys, chains, gears, couplings, projecting setscrews, keys, and other rotating parts exposed to personnel contact according to OSHA requirements. Properly guard or cover with insulation of a type specified, high temperature equipment and piping exposed to contact by personnel or where it creates a potential fire hazard.

2.5 ELECTRICAL WORK

- a. Provide motors, controllers, integral disconnects, contactors, and controls with their respective pieces of equipment, except controllers indicated as part of motor control centers. Provide electrical equipment, including motors and wiring. Provide manual or automatic control and protective or signal devices required for the operation specified and control wiring required for controls and devices specified, but not shown. For packaged equipment, include manufacturer provided controllers with the required monitors and timed restart.

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- b. For single-phase motors, provide high-efficiency type, fractional-horsepower alternating-current motors, including motors that are part of a system, in accordance with NEMA MG 11. Integral size motors shall be the premium efficiency type in accordance with NEMA MG 1.
- c. For polyphase motors, provide squirrel-cage medium induction motors, including motors that are part of a system, and that meet the efficiency ratings for premium efficiency motors in accordance with NEMA MG 1. Select premium efficiency polyphase motors in accordance with NEMA MG 10.
- d. Provide motors in accordance with NEMA MG 1 and of sufficient size to drive the load at the specified capacity without exceeding the nameplate rating of the motor. Provide motors rated for continuous duty with the enclosure specified. Provide motor duty that allows for maximum frequency start-stop operation and minimum encountered interval between start and stop. Provide motor torque capable of accelerating the connected load within 20 seconds with 80 percent of the rated voltage maintained at motor terminals during one starting period. Provide motor starters complete with thermal overload protection and other necessary appurtenances. Fit motor bearings with grease supply fittings and grease relief to outside of the enclosure.
- e. Where two-speed or variable-speed motors are indicated, solid-state variable-speed controllers are allowed to accomplish the same function. Use solid-state variable-speed controllers for motors rated 10 hp or less and adjustable frequency drives for larger motors.

2.6 ANCHOR BOLTS

Provide anchor bolts for equipment placed on concrete equipment pads or on concrete slabs. Bolts to be of the size and number recommended by the equipment manufacturer and located by means of suitable templates.

Installation of anchor bolts shall not degrade the surrounding concrete.

2.7 SEISMIC ANCHORAGE

Anchor equipment in accordance with applicable seismic criteria for the area and as defined in SMACNA 1981

2.8 PAINTING

Paint equipment units in accordance with approved equipment manufacturer's standards unless specified otherwise. Field retouch only if approved. Otherwise, return equipment to the factory for refinishing.

2.9 INDOOR AIR QUALITY

Provide equipment and components that comply with the requirements of ASHRAE 62.1 unless more stringent requirements are specified herein.

2.10.0 AIR SYSTEMS EQUIPMENT

2.10.2 Air Filters

Unit shall be provided with a draw-through filter section. The filter section shall be supplied complete with the filter rack as an integral part of the unit.

2.11 Roof top Air handling units

2.11.1 Factory-Fabricated Air Handling Units

Provide single-zone draw-through type units as indicated. Units shall include fans, coils, airtight insulated casing, prefilters, **secondary filter sections, and diffuser sections where indicated,** adjustable V-belt drives, **belt guards for externally mounted motors,** access sections where indicated, mixing box, **vibration-isolators, and appurtenances required for specified operation.** Provide vibration isolators as indicated. Physical dimensions of each air handling unit shall be suitable to fit space allotted to the unit with the capacity indicated. **Provide air handling unit that is rated in accordance with AHRI 430 and AHRI certified for cooling. Provide air handling unit that is rated in accordance with AHRI 340/360 and AHRI certified for cooling.**

2.11.1.1 Casings

All cabinet insulation, except floor panels, shall be a nominal 1/2" thick, 1 lb. density with neoprene coating on airside.

Finished surface to withstand a minimum 500-hour salt spray test in accordance with ASTM B117 standard for salt spray resistance.

The unit base shall overhang the roof curb for positive water runoff and shall have a formed recess that seats on the roof curb gasket to provide a positive, weather tight seal.

2.11.1.2 Heating and Cooling Coils

Provide coils as specified in paragraph AIR SYSTEMS EQUIPMENT.

2.11.1.3 Air Filters

Provide air filters as specified in paragraph AIR SYSTEMS EQUIPMENT for types and thickness indicated.

2.12 FACTORY PAINTING

Factory paint new equipment, which are not of galvanized construction.

Factory painting that has been damaged prior to acceptance by the Resident Engineer shall be field painted in compliance with the requirements of paragraph FIELD PAINTING OF MECHANICAL EQUIPMENT.

2.13 SUPPLEMENTAL COMPONENTS/SERVICES

2.13.1 Condensate Drain Lines

Provide and install condensate drainage for each item of equipment that generates condensate. Provide "U" trap for condensate drain piping. Provide minimum of 3/4" inch copper inch copper piping for condensate drain.

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PART 3 EXECUTION

3.1 EXAMINATION

After becoming familiar with all details of the work, verify all dimensions in the field, and advise the Resident Engineer of any discrepancy before performing the work.

3.2 INSTALLATION

Install materials and equipment in accordance with the requirements of the contract drawings, as-builts, and approved manufacturer's installation instructions. Accomplish installation by workers skilled in this type of work. Perform installation so that there is no degradation of the designed fire ratings of walls, partitions, ceilings, and floors.

3.2.1 Condensate Drain Lines

Provide water seals in the condensate drain from all units. Provide a depth of each seal of 2 inches plus the number of inches, measured in water gauge, of the total static pressure rating of the unit to which the drain is connected. Provide water seals that are constructed of 2 tees and an appropriate U-bend with the open end of each tee plugged. Provide pipe cap or plug cleanouts where indicated. Connect drains indicated to connect to the sanitary waste system using an indirect waste fitting.

3.2.2 Equipment and Installation

Provide frames and supports for tanks, compressors, pumps, valves, air handling units, fans, coils, dampers, and other similar items requiring supports.

3.3 EQUIPMENT PADS

Provide equipment pads to the dimensions shown or, if not shown, to conform to the shape of each piece of equipment served with a minimum 3-inch margin around the equipment and supports. Allow equipment bases and foundations, when constructed of concrete or grout, to cure a minimum of 14 calendar days before being loaded.

3.4 CLEANING

Thoroughly clean surfaces of piping and equipment that have become covered with dirt, plaster, or other material during handling and construction before such surfaces are prepared for final finish painting or are enclosed within the building structure. Before final acceptance, clean mechanical equipment, including piping, ducting, and fixtures, and free from dirt, grease, and finger marks. When the work area is in an occupied space such as office, laboratory or warehouse protect all furniture and equipment from dirt and debris. Incorporate housekeeping for field construction work which leaves all furniture and equipment in the affected area free of construction generated dust and debris; and, all floor surfaces vacuum-swept clean.

3.5 PENETRATIONS

Provide sleeves and prepared openings for duct mains, branches, and other penetrating items, and install during the construction of the surface to be penetrated. Cut sleeves flush with each surface. Place sleeves for round duct 15 inches and smaller. Build framed, prepared openings for round duct larger than 15 inches and square, rectangular or oval ducts. Sleeves and framed openings are also required where grilles, registers, and diffusers are installed at the openings. Provide one inch clearance between penetrating and penetrated surfaces except at grilles, registers, and diffusers. Pack spaces between sleeve

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or opening and duct or duct insulation with mineral fiber conforming with ASTM C553, Type 1, Class B-2.

- a. Sleeves: Fabricate sleeves, except as otherwise specified or indicated, from 20 gauge thick mill galvanized sheet metal. Where sleeves are installed in bearing walls or partitions, provide black steel pipe conforming with ASTM A53/A53M, Schedule 20.
- b. Framed Prepared Openings: Fabricate framed prepared openings from 20 gauge galvanized steel, unless otherwise indicated.
- c. Closure Collars: Provide closure collars of a minimum 4 inches wide, unless otherwise indicated, for exposed ducts and items on each side of penetrated surface, except where equipment is installed.

Install collar tight against the surface and fit snugly around the duct or insulation. Grind sharp edges smooth to prevent damage to penetrating surface. Fabricate collars for round ducts 15 inches in diameter or less from 20 gauge galvanized steel. Fabricate collars for square and rectangular ducts, or round ducts with minimum dimension over 15 inches from 18 gauge galvanized steel. Fabricate collars for square and rectangular ducts with a maximum side of 15 inches or less from 20 gauge galvanized steel. Install collars with fasteners a maximum of 6 inches on center. Attach to collars a minimum of 4 fasteners where the opening is 12 inches in diameter or less, and a minimum of 8 fasteners where the opening is 20 inches in diameter or less.

3.6 TESTING, ADJUSTING, AND BALANCING

Begin testing, adjusting, and balancing only when the air supply and distribution, has been completed, with the exception of performance tests.

One or more of the applicable AABC (Associated Air Balance Council), NEBB (National Environmental Balance Bureau) or SMACNA (Sheet Metal Air-Conditioning Contractors National Association) publications, supplemented by ASHRAE Hand book "HVAC Application" Chapter 36 shall be the basis for procedures and reports.

Provide commissioning documentation in accordance with the requirements of Section 23 08 00 – Commissioning of HVAC Systems for all inspections, start up, and contractor testing required by Systems Readiness Checklist provided by the Commissioning Agent.

3.7 OPERATION AND MAINTENANCE

3.7.1 Operation and Maintenance Manuals

Submit six manuals at least 2 weeks prior to field training. Submit data complying with the requirements specified in Section 01 78 23 OPERATION AND MAINTENANCE DATA. Submit Data Package 3 for the items/units listed under SD-10 Operation and Maintenance Data

3.7.2 Operation And Maintenance Training

Conduct a training course for the members of the operating staff as 1designated by the Resident Engineer. Conduct field instruction that covers all of the items contained in the Operation and Maintenance Manuals as well as demonstrations of routine maintenance operations. Submit the proposed On-site Training schedule concurrently with the Operation and Maintenance Manuals and at least 14 days prior to conducting the training course.

-- End of Section -

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SECTION 23 0800.00 10 - COMMISSIONING OF HVAC SYSTEMS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this section.

1.2 SUMMARY

- A. This section includes commissioning process requirements for HVAC&R systems, assemblies, and equipment.

1.3 DESCRIPTION

- A. Commissioning: Commissioning is a quality-oriented process for achieving, verifying, and documenting that the performance of facilities, systems, and assemblies meet defined objectives and criteria. The Commissioning process begins at project inception (during the pre-design phase) and continues through the life of the facility. The commissioning process includes specific tasks to be conducted during each phase in order to verify that design, construction, and training meets the owner's project requirements.
- B. Commissioning Team: The members of the commissioning team consist of the contracted commissioning agent (CxA), the owner's representative/construction manager (CM), the general contractor (GC), the architect and design engineers, the mechanical contractor (MC), the electrical contractor (EC), the testing and balancing (TAB) contractor, the control contractor (CC), the facility operating staff, and any other installing subcontractors or suppliers of equipment. The contracted commissioning agent is hired by the owner directly. The CxA directs and coordinates the project commissioning activities and the reports to the owner. All team members work together to fulfill their contracted responsibilities and meet the objectives of the contract documents.

Commissioning shall:

1. Verify that applicable equipment and systems are installed according to the contract documents, manufacturer's recommendations, and industry accepted minimum standards and that they receive adequate operational checkout by installing contractors.
2. Verify and document proper performance of equipment and systems.
3. Verify that O&M documentation left on site is complete.
4. Witness that the owner's operating personnel are adequately trained.

The commissioning process does not take away from or reduce the responsibility of the system designers or installing contractors to provide a finished and fully functioning product.

1.4 COMMISSIONING FIRM

- A. The Commissioning Firm shall report to and be hired directly by the client / owner.
- B. These Commissioning Services are to assist the prime contractor in performing the quality oversight for which it is responsible. The Commissioning Firm shall be a 1st tier hire to the owner / client and shall be financially and corporately independent of all other subcontractors.

1.5 SUBMITTALS

- A. The owners commissioning firm will submit a complete project specific commissioning plan after contract award.
- B. The contractor will provide the following:
 - 1. Certificates of readiness
 - 2. Certificates of completion of installation, prestart, and startup activities.
 - 3. O&M manuals
 - 4. Test reports
- C. The contractor will provide the following control drawings submittals:
 - 1. The control drawings shall have a key to all abbreviations.
 - 2. The control drawings shall contain graphic schematic depictions of the systems and each component.
 - 3. The schematics will include the system and component layout of any equipment that the control system monitors, enables or controls, even if the equipment is primarily controlled by packaged or integral controls.
 - 4. Provide a full points list with at least the following included for each point:
 - a. Controlled system
 - b. Point abbreviation
 - c. Point description
 - d. Display unit
 - e. Control point or set point (Yes / No)
 - f. Monitoring point (Yes / No)
 - g. Intermediate point (Yes / No)
 - h. Calculated point (Yes / No)

1.6 QUALITY ASSURANCE

- A. Test Equipment Calibration Requirements: Contractors will comply with test manufacturer's calibration procedures and intervals. Recalibrate test instruments immediately after instruments have been repaired resulting from being dropped or damaged. Affix calibration tags to test instruments. Furnish calibration records to CxA upon request.

1.7 COORDINATION

- A. The Commissioning Firm will provide coordination and scheduling for the commissioning activities. The Commissioning Firm will not be responsible for coordination or scheduling of the Equipment start-up, Controls or TAB activities.

PART 2 - PRODUCTS

2.1 TEST EQUIPMENT

- A. All standard testing equipment required to perform startup, initial checkout and functional performance testing shall be provided by the Contractor for the equipment being tested. For example, the mechanical contractor of Division 23 shall ultimately be responsible for all standard testing equipment for the HVAC&R system and controls system in Division 23, except for equipment specific to and used by TAB in their testing responsibilities.
- B. Special equipment, tools and instruments (specific to a piece of equipment and only available from vendor) required for testing shall be included in the base bid price to the Owner and left on site, except for stand-alone data logging equipment that may be used by the CxA.
- C. Proprietary test equipment and software required by any equipment manufacturer for programming and/or start-up, whether specified or not, shall be provided by the manufacturer of the equipment. Manufacturer shall provide the test equipment, demonstrate its use, and assist in the commissioning process as needed. Proprietary test equipment (and software) shall become the property of the Owner upon completion of the commissioning process.
- D. Data logging equipment and software required to test equipment will be provided by the CxA, but shall not become the property of the Owner.
- E. All testing equipment shall be of sufficient quality and accuracy to test and/or measure system performance with the tolerances specified in the Specifications. If not otherwise noted, the following minimum requirements apply: Temperature sensors and digital thermometers shall have a certified calibration within the past year to accuracy of 0.5°F and a resolution of + or - 0.1°F. Pressure sensors shall have an accuracy of + or - 2.0% of the value range being measured (not full range of meter) and have been calibrated within the last year.

PART 3 - EXECUTION

3.1 GENERAL DOCUMENTATION REQUIREMENTS

- A. With assistance from the installing contractors, the CxA will prepare Pre-Functional Checklists for all commissioned components, equipment, and systems
- B. **Red-lined Drawings:**
 - 1. The contractor will verify all equipment, systems, instrumentation, wiring and components are shown correctly on red-lined drawings.
 - 2. Preliminary red-lined drawings must be made available to the Commissioning Team for use prior to the start of Functional Performance Testing.

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3. Changes, as a result of Functional Testing, must be incorporated into the final as-built drawings, which will be created from the red-lined drawings.
4. The contracted party, as defined in the Contract Documents will create the as-built drawings.

C. Operation and Maintenance Data:

1. Contractor will provide a copy of O&M literature within 45 days of each submittal acceptance for use during the commissioning process for all commissioned equipment and systems.
2. The CxA will review the O&M literature once for conformance to project requirements.
3. The CxA will receive a copy of the final approved O&M literature once corrections have been mad by the Contractor.

D. Demonstration and Training:

1. Contractor will provide demonstration and training as required by the specifications.
2. A complete training plan and schedule must be submitted by the contractor to the CxA four weeks (4) prior to any training.
3. A training agenda for each training session must be submitted to the CxA one (1) week prior the training session.
4. The CxA shall be notified at least 72 hours in advance of scheduled tests so that testing may be observed by the CxA and Owner's representative. A copy of the test record shall be provided to the CxA, Owner, and Architect.
5. The Contractor shall engage a Factory-authorized service representative to train Owner's maintenance personnel to adjust, operate, and maintain specific equipment.
6. Train Owner's maintenance personnel on procedures and schedules for starting and stopping, trouble shooting, servicing, and maintaining equipment.
7. Review data in O&M Manuals.

E. Systems manual requirements:

1. The Systems Manual is intended to be a usable information resource containing all of the information related to the systems, assemblies, and Commissioning Process in one place with indexes and cross references.
2. The GC shall include final approved versions of the following information for the Systems Manual:
 - a. As-Built System Schematics

- b. Verified Record Drawings
 - c. Test Results (not otherwise included in Cx Record)
 - d. Periodic Maintenance Information for computer maintenance management system
 - e. Recommendations for recalibration frequency of sensors and actuators
 - f. A list of contractors, subcontractors, suppliers, architects, and engineers involved in the project along with their contact information
 - g. Training Records, Information on training provided, attendees list, and any on-going training
3. This information shall be organized and arranged by building system, such as fire alarm, chilled water, heating hot water, etc.
 4. Information should be provided in an electronic version to the extent possible. Legible, scanned images are acceptable for non-electronic documentation to facilitate this deliverable.

3.2 CONTRACTOR'S RESPONSIBILITIES

- A. Mechanical, Controls and TAB Contractors. The commissioning responsibilities applicable to each of the mechanical, controls and TAB contractors of Division 23 are as follows (all references apply to commissioned equipment only):
 - B. Perform commissioning tests at the direction of the CxA.
 - C. Attend construction phase controls coordination meetings.
 - D. Attend testing, adjusting, and balancing review and coordination meetings.
 - E. Participate in HVAC&R systems, assemblies, equipment, and component maintenance orientation and inspection as directed by the CxA.
 - F. Provide information requested by the CxA for final commissioning documentation.
 - G. Include requirements for submittal data, operation and maintenance data, and training in each purchase order or sub-contract written.
 - H. Prepare preliminary schedule for Mechanical system orientations and inspections, operation and maintenance manual submissions, training sessions, pipe and duct system testing, flushing and cleaning, equipment start-up, testing and balancing and task completion for owner. Distribute preliminary schedule to commissioning team members.
 - I. Update schedule as required throughout the construction period.
 - J. During the startup and initial checkout process, execute the related portions of the prefunctional checklists for all commissioned equipment.
 - K. Assist the CxA in all verification and functional performance tests.

- L. Provide measuring instruments and logging devices to record test data, and provide data acquisition equipment to record data for the complete range of testing for the required test period.
- M. Gather operation and maintenance literature on all equipment, and assemble in binders as required by the specifications. Submit to CxA (45) days after submittal acceptance.
- N. Coordinate with the CxA to provide (48) hour advance notice so that the witnessing of equipment and system start-up and testing can begin.
- O. Notify the CxA a minimum of (2) weeks in advance of the time for start of the testing and balancing work. Attend the initial testing and balancing meeting for review of the official testing and balancing procedures.
- P. Participate in, and schedule vendors and contractors to participate in the training sessions.
- Q. Provide written notification to the CM/GC and CxA Authority that the following work has been completed in accordance with the contract documents, and that the equipment, systems, and sub-system are operating as required.
 - 1. HVAC&R equipment including air handling units, dampers, terminals, and all other equipment furnished under this Division.
 - 2. Fire stopping in the fire rated construction, including fire and smoke damper installation, caulking, gasketing and sealing of smoke barriers.
 - 3. Fire detection and smoke detection devices furnished under other divisions of the specification.
- R. Provide a complete set of red-lined drawings to the CxA prior to the start of Functional Performance Testing.
- S. Test, Adjust and Balance Contractor
 - 1. Attend initial commissioning coordination meeting scheduled by the Commissioning Authority.
 - 2. Submit the site specific testing and balancing plan 90 days before commencement of TAB work to the CxA and AE for review and acceptance.
 - 3. Attend the testing and balancing review meeting scheduled by the CxA. Be prepared to discuss the procedures that shall be followed in testing, adjusting, and balancing the HVAC&R system.
 - 4. At the completion of the testing and balancing work, and the submittal of the final testing and balancing report, notify the HVAC&R contractor and the CM/GC.
 - 5. At the completion of testing and balancing work, and the submittal of the final testing and balancing report, notify the HVAC&R Contractor and the CM/GC.

6. Participate in verification of the testing and balancing report, which will consist of repeating measurements contained in the testing and balancing reports. Assist in diagnostic purposes when directed.
- T. Provide training of the Owner's operating staff using expert qualified personnel, as specified.
- U. Equipment Suppliers
 1. Provide all requested submittal data, including detailed start-up procedures and specific responsibilities of the Owner, to keep warranties in force.
 2. Assist in equipment testing per agreements with contractors.
 3. Provide information requested by CxA regarding equipment sequence of operation and testing procedures.

3.3 OWNER'S RESPONSIBILITIES

- A. Facilitate the coordination of the commissioning work by the CxA, and, with the GC and CxA, ensure that commissioning activities are being scheduled into the master schedule.
- B. Furnish a copy of all construction documents, addenda, change orders and approved submittals and shop drawings related to commissioned equipment to the CxA.
- C. Review and approve the performance test procedures submitted by the CxA, prior to testing.
- D. Review commissioning progress and deficiency reports.
- E. Sign-off (final approval) on individual commissioning tests as completed and passing. Recommend completion of the commissioning process to the Project Manager.
- F. Assign operation and maintenance personnel and schedule them to participate in commissioning team activities as required.

3.4 CxA'S RESPONSIBILITIES

- A. The contractors will provide all tools or the use of tools to start, check-out and test equipment and systems, except for specified testing with portable data-loggers, which shall be supplied and installed by the CxA.

- B. The CxA will verify the execution of commissioning process activities using random sampling. The sampling rate may vary from 1 to 100 percent. Verification will include, but is not limited to, equipment submittals, construction checklists, training, operating and maintenance data, tests, and test reports to verify compliance with the OPR. When a random sample does not meet the requirement, CxA will report the failure in the "Issues Log."
 - 1. Coordinates and directs the commissioning activities in a logical, sequential and efficient manner using consistent protocols and forms, centralized documentation, clear and regular communications and consultations with all necessary parties, frequently updated timelines and schedules and technical expertise.
 - 2. Coordinate the commissioning work and, with the GC and owner/CM, help integrate commissioning activities into the master schedule.
 - 3. Revise the Construction Phase Commissioning Plan as necessary.
 - 4. Plan and conduct a commissioning scoping meeting and other commissioning meetings.
 - 5. Request and review additional information required to perform commissioning tasks, including O&M materials, contractor startup and checkout procedures.
 - 6. Before startup, gather and review the current control sequences and interlocks and work with contractors and design engineers until sufficient clarity has been obtained, in writing, to be able to write detailed testing procedures.
 - 7. Review and approve normal contractor submittals applicable to systems being commissioned for compliance with commissioning needs, concurrent with the A/E reviews.
 - 8. Write and distribute construction checklists. Prepare and maintain completed construction checklist log.
 - 9. Perform site visits, as necessary, to observe component and system installations. Attend selected planning and job-site meetings to obtain information on construction progress. Review construction-meeting minutes for revisions/substitutions relating to the commissioning process. Assist in resolving any discrepancies.
 - 10. Witness all or part of the HVAC piping test and flushing procedure, sufficient to be confident that proper procedures were followed. Document this testing and include the documentation in O&M manuals. Notify owner/CM of any deficiencies in results or procedures.
 - 11. Witness all or part of any ductwork testing and cleaning procedures, sufficient to be confident that proper procedures were followed. Document this testing and include the documentation in O&M manuals. Notify owner's project manager of any deficiencies in results or procedures.

12. Approve construction checklist completion by selected site observation and spot checking.
13. Recommend approval of systems startup by reviewing startup reports and by selected site observation.
14. Review TAB execution plan.
15. Oversee sufficient testing of the control system and approve it to be used for TAB, before TAB is executed.
16. Recommend approval of air and water systems balancing by spot testing, by reviewing completed reports and by selected site observation.
17. With necessary assistance and review from installing contractors, write the performance test procedures for equipment and systems, including energy management control system trending, stand-alone data logger monitoring or manual performance testing. Submit to CM for review, and for approval if required.
18. Analyze any performance trend logs and monitoring data to verify performance.
19. Coordinate, witness, and recommend approval of manual performance tests performed by installing contractors. Coordinate retesting as necessary until satisfactory performance is achieved
20. Maintain a master Issues Log and a separate testing record. Provide the owner/ CM with written progress reports and test results with recommended actions.
21. Review equipment warranties to ensure that the owner's responsibilities are clearly defined.
22. Review training plan and materials, attend all or part of the training of the owner's operating personnel.
23. Compile and maintain a commissioning record and building systems book(s).
24. Review the preparation of the O&M manuals.
25. Provide a final commissioning report (as described in this section).

3.5 TESTING PREPARATION

- A. Certify in writing to the CxA that HVAC&R systems, subsystems, and equipment have been installed, calibrated, and started and are operating according to the Contract Documents.
- B. Certify in writing to the CxA that HVAC&R instrumentation and control systems have been completed and calibrated, that they are operating according to the Contract Documents, and that pretest set points have been recorded.
- C. Certify in writing that testing, adjusting, and balancing procedures have been completed and that testing, adjusting, and balancing reports have been submitted, discrepancies corrected, and corrective work approved.
- D. Place systems, subsystems, and equipment into operating mode to be tested (e.g., normal shutdown, normal auto position, normal manual position, unoccupied cycle, emergency power, and alarm conditions).
- E. Inspect and verify the position of each device and interlock identified on checklists.
- F. Check safety cutouts, alarms, and interlocks with smoke control and life-safety systems during each mode of operation.
- G. Testing Instrumentation: Install measuring instruments and logging devices to record test data as directed by the CxA.

3.6 TESTING, ADJUSTING AND BALANCING VERIFICATION

- A. Prior to performance of Testing, Adjusting and Balancing work, provide copies of reports, sample forms, checklists, and certificates to the CxA.
- B. Notify the CxA at least ten (10) days in advance of testing and balancing Work, and provide access for the CxA to witness testing and balancing Work.
- C. Provide technicians, instrumentation, and tools to verify testing and balancing of HVAC&R systems at the direction of the CxA.
 - 1. The CxA will notify testing and balancing subcontractor ten (10) days in advance of the date of field verification. Notice will not include data points to be verified.
 - 2. The testing and balancing subcontractor shall use the same instruments (by model and serial number) that were used when original data were collected.
 - 3. Failure of an item includes, other than sound, a deviation of more than 10 percent. Failure of more than 10 percent of selected items shall result in rejection of final testing, adjusting, and balancing report. For sound pressure readings, a deviation of 3 dB shall result in rejection of final testing. Variations in background noise must be considered.
 - 4. Remedy the deficiency and notify the CxA so verification of failed portions can be performed.

3.7 GENERAL TESTING REQUIREMENTS

- A. Provide technicians, instrumentation, and tools to perform commissioning test at the direction of the CxA.
- B. Scope of HVAC&R testing shall include entire HVAC&R installation, from central equipment for heat generation and refrigeration through distribution systems to each conditioned space. Testing shall include measuring capacities and effectiveness of operational and control functions.
- C. Test all operating modes, interlocks, control responses, and responses to abnormal or emergency conditions, and verify proper response of building automation system controllers and sensors.
- D. The CxA along with the HVAC&R contractor, testing and balancing Subcontractor, and HVAC&R Instrumentation and Control Subcontractor shall prepare detailed testing plans, procedures, and checklists for HVAC&R systems, subsystems, and equipment.
- E. Tests will be performed using design conditions whenever possible.
- F. Simulated conditions may need to be imposed using an artificial load when it is not practical to test under design conditions. Before simulating conditions, calibrate testing instruments. Provide equipment to simulate loads. Set simulated conditions as directed by the CxA and document simulated conditions and methods of simulation. After tests, return settings to normal operating conditions.
- G. The CxA may direct that set points be altered when simulating conditions is not practical.
- H. The CxA may direct that sensor values be altered with a signal generator when design or simulating conditions and altering set points are not practical.
- I. If tests cannot be completed because of a deficiency outside the scope of the HVAC&R system, document the deficiency and report it to the Owner. After deficiencies are resolved, reschedule tests.
- J. If the testing plan indicates specific seasonal testing, complete appropriate initial performance tests and documentation and schedule seasonal tests.

3.8 HVAC&R SYSTEMS, SUBSYSTEMS, AND EQUIPMENT TESTING PROCEDURES

- A. **Equipment Testing and Acceptance Procedures:** Provide submittals, test date, inspector record, and certifications to the CxA.
- B. **HVAC&R Distribution System Testing:** Provide technicians, instrumentation, tools, and equipment to test performance of air, steam, and hydronic distribution systems; special exhaust; and other distribution systems, including HVAC&R terminal equipment and unitary equipment.
- C. The work included in the commissioning process involves a complete and thorough evaluation of the operation and performance of all components, systems and sub-systems. The following equipment and systems where they exist shall be evaluated:
 - 1. **Building Automation System**
 - 2. **Packaged Units**
 - 3. **Testing, Adjusting and Balancing**

3.9 DEFICIENCIES/NON-CONFORMANCE, COST OF RETESTING, FAILURE DUE TO MANUFACTURER DEFECT

- A. Additional testing due to system failures during 1st system tests will be discussed and mutually understood and agreed upon between the general contractor, sub-contractors and the Commissioning Firm.

3.10 APPROVAL

- A. The Commissioning Firm will provide signatory approval of the installed systems after the commissioning testing, or document the discrepancies and provide details to the owner / client as to responsibility and expected corrections. The Commissioning Firm will retest any deficiencies found until completion. Excessive retests will invoke section 3.10.

3.11 OPERATION AND MAINTENANCE MANUALS

- A. The Operation and Maintenance Manuals shall conform to Contract Documents requirements as stated in the contract documents.
- B. An updated as-built version of the control drawings and sequences of operation shall be included in the final controls O&M manual submittal.

3.12 TRAINING OF OWNER PERSONNEL

- A. Refer to the contract documents for requirements pertaining to training.
- B. **Mechanical Contractor.** The mechanical contractor shall have the following training responsibilities:
 - 1. Provide the CxA with a training plan two weeks before the planned training.
 - 2. Provide designated Owner personnel with comprehensive orientation and training in the understanding of the systems and the operation and maintenance of each piece of HVAC equipment including, but not limited to, all HVAC equipment (ex. pumps, heat exchangers, chillers, heat rejection equipment, air conditioning units, air handling units, fans, terminal units, controls and water treatment systems, etc.)
 - 3. Training shall normally start with classroom sessions followed by hands-on training on each piece of equipment, which shall illustrate the various modes of operation, including startup, shutdown, fire/smoke alarm, power failure, etc.
 - 4. During any demonstration, should the system fail to perform in accordance with the requirements of the O&M manual or sequence of operations, the system will be repaired or adjusted as necessary and the demonstration repeated.
 - 5. The appropriate trade or manufacturer's representative shall provide the instructions on each major piece of equipment. This person may be the start-up technician for the piece of equipment, the installing contractor or manufacturer's representative. Practical building operating expertise as well as in-depth knowledge of all modes of operation of the specific piece of equipment is required. More than one party may be required to execute the training.
 - 6. The controls contractor shall attend sessions other than the controls training, as requested, to discuss the interaction of the controls system as it relates to the equipment being discussed.
 - 7. The training sessions shall follow the outline in the Table of Contents of the operation and maintenance manual and illustrate whenever possible the use of the O&M manuals for reference.
 - 8. Training shall include:
 - a. Use of the printed installation, operation and maintenance instruction material included in the O&M manuals.
 - b. A review of the written O&M instructions emphasizing safe and proper operating requirements, preventative maintenance, special tools needed and spare parts inventory suggestions. The training shall include start-up, operation in all modes possible, shut-down, seasonal changeover and any emergency procedures.
 - c. Discussion of relevant health and safety issues and concerns.
 - d. Discussion of warranties and guarantees.
 - e. Common troubleshooting problems and solutions.

- f. Explanatory information included in the O&M manuals and the location of all plans and manuals in the facility.
 - g. Discussion of any peculiarities of equipment installation or operation.
 - h. The format and training agenda in The HVAC Commissioning Process, ASHRAE Guideline 1-2007, is recommended.
9. Hands-on training shall include start-up, operation in all modes possible, including manual, shut-down and any emergency procedures and preventative maintenance for all pieces of equipment.
 10. The mechanical contractor shall fully explain and demonstrate the operation, function and overrides of any local packaged controls, not controlled by the central control system.
 11. Training shall occur after functional testing is complete, unless approved otherwise by the Owner.
- C. Control Contractor. The controls contractor shall have the following training responsibilities:
1. Provide the CxA and AE with a training plan four weeks before the planned training.
 2. The controls contractor shall provide designated Owner personnel training on the control system in this facility. The intent is to clearly and completely instruct the Owner on all the capabilities of the control system.
 3. Training manuals. The standard operating manual for the system and any special training manuals will be provided for each trainee, with three extra copies left for the O&M manuals. In addition, copies of the system technical manual will be demonstrated during training and three copies submitted with the O&M manuals. Manuals shall include detailed description of the subject matter for each session. The manuals will cover all control sequences and have a definitions section that fully describes all relevant words used in the manuals and in all software displays. Manuals will be approved by the CxA and AE. Copies of audiovisuals shall be delivered to the Owner.
 4. The trainings will be tailored to the needs and skill-level of the trainees.
 5. The trainers will be knowledgeable on the system and its use in buildings. For the on-site sessions, the most qualified trainer(s) will be used. The Owner shall approve the instructor prior to scheduling the training.
 6. During any demonstration, should the system fail to perform in accordance with the requirements of the O&M manual or sequence of operations, the system will be repaired or adjusted as necessary and the demonstration repeated.
 7. The controls contractor shall attend sessions other than the controls training, as requested, to discuss the interaction of the controls system as it relates to the equipment being discussed.
 8. There shall be three (2) training sessions:
 - a. Training I. Control System. The first training shall consist of 4 hours of actual training. This training may be held on-site or in the supplier's facility. If held off-site, the training may occur prior to final completion of the system installation. Upon completion, each student, using appropriate documentation,

should be able to perform elementary operations and describe general hardware architecture and functionality of the system.

- b. Training II. Building Systems. The second session shall be held on-site for a period of 4 hours of actual hands-on training after the completion of system commissioning. The session shall include instruction on:
 - 1) Specific hardware configuration of installed systems in this building and specific instruction for operating the installed system, including HVAC systems, lighting controls and any interface with security and communication systems.
 - 2) Security levels, alarms, system start-up, shut-down, power outage and restart routines, changing set points and alarms and other typical changed parameters, overrides, freeze protection, manual operation of equipment, optional control strategies that can be considered, energy savings strategies and set points that if changed will adversely affect energy consumption, energy accounting, procedures for obtaining vendor assistance, etc.
 - 3) All trending and monitoring features (values, change of state, totalization, etc.), including setting up, executing, downloading, viewing both tabular and graphically and printing trends. Trainees will actually set-up trends in the presence of the trainer.
 - 4) Every screen shall be completely discussed, allowing time for questions.
 - 5) Use of keypad or plug-in laptop computer at the zone level.
 - 6) Use of remote access to the system via phone lines or networks.
 - 7) Setting up and changing an air terminal unit controller.
 - 8) Graphics generation
 - 9) Point database entry and modifications
 - 10) Understanding DDC field panel operating programming (when applicable)

D. **TAB.** The TAB contractor shall have the following training responsibilities:

- 1. TAB shall meet for 4 hours with facility staff after completion of TAB and instruct them on the following:
 - a. Go over the final TAB report, explaining the layout and meanings of each data type.
 - b. Discuss any outstanding deficient items in control, ducting or design that may affect the proper delivery of air or water.
 - c. Identify and discuss any terminal units, duct runs, diffusers, coils, fans and pumps that are close to or are not meeting their design capacity.
 - d. Discuss any temporary settings and steps to finalize them for any areas that are not finished.
 - e. Other salient information that may be useful for facility operations, relative to TAB.

END OF SECTION 23 08 00

Construction Checklist

AIR-HANDLING UNIT – CV–ELECTRIC

CC # x **RTU-1 & RTU-2**

The above equipment and systems integral to them are complete and ready for functional testing. The checklist items are complete and have been checked off only by parties having direct knowledge of the event, as marked below, respective to each responsible contractor. This construction checklist is submitted for approval, subject to an attached list of outstanding items yet to be completed. A Statement of Correction will be submitted upon completion of any outstanding areas. None of the outstanding items preclude safe and reliable functional tests being performed.

- ✓ Documentation complete as per contract documents for given trade : _____
- ✓ Equipment Approved by Engineer of Record : _____
- ✓ Equipment Installed matches the submittals : _____

Mechanical Contractor	Date	Controls Contractor	Date
Construction QC	Date	TAB Contractor	Date

- This checklist does not take the place of the manufacturer’s recommended checkout /startup procedures, etc.
- Items that do not apply shall be noted with the reasons on this form (N/A = not applicable, BO = by others).
- Operation and Maintenance Manuals and or Training are under project closeout procedures and acceptance.
- Equipment Warranties, etc are provided under project closeout documentation.
- Contractor’s assigned responsibility for sections of the checklist shall be responsible to see that items by their sub-contractors are completed and checked off.

Commissioning Agent	Date

This filled-out CC has been reviewed and approved with the exceptions noted on the following pages.

Equipment Information			
Manufacturer		Airflow Capacity (cfm)	
Model Number		Static Pressure Rating (in. w.g.)	
Serial Number		Cooling Capacity (MBH)	
Voltage / Phase		Heating Capacity (MBH)	
Motor Power (hp)		Area(s) Served	

Components Included

Component	Included
Supply Fan	
Filter(s)	
Cooling Coil	
Furnace	

Requested documentation submitted

Document	Submitted	Notes
Manufacturer's submittals		
Performance data (fan curves, coil data, etc.)		
Installation and startup manual and plan		
Sequences and control strategies		
O&M manuals		
Factory test results		
Warranty certificate		

All required documentation has been submitted per contract documents : _____

Installation Checks

Inspection Item	Checked	Notes
General Installation		
Cabinet and general installation.		
Permanent labels affixed.		
Casing condition good (no dents or leaks with door gaskets installed).		
Access doors close tightly with no leaks.		
Connection between duct and unit tight and in good condition.		
Vibration isolation equipment installed & released from shipping locks.		
Maintenance access acceptable for unit and components.		

Inspection Item	Checked	Notes
Thermal insulation properly installed and according to specification.		
Instrumentation installed according to specification (thermometers, pressure gages, flow meters, etc.).		
Clean up of equipment completed per contract documents.		
Filters installed. Replacement type and efficiency identification affixed to housing. Construction filters removed.		

Unit Appurtenances		
No leaking apparent around refrigerant fittings.		
All coils are clean and fins are in good condition.		
All condensate drain pans clean and slope to drain per spec.		
P-Trap installed per specifications.		
OSAT, SAT, sensors properly located and secure (related OSAT sensor shielded).		
Refrigerant piping in good condition and suction insulated.		
P/T plugs and isolation valves installed per drawings.		
Fans and Dampers		
Supply fan and motor alignment correct.		
Supply fan belt in proper tension and in good condition.		
Supply fan protective shrouds for belts in place and secure.		
Supply fan area clean.		
Supply fan and motor properly lubricated.		
Compressor and Condenser		
Refrigerant sight glass clear of bubbles.		
Moisture indicator shows no moisture.		
Correct oil level (check site glass during operation).		
Compressors and piping were leak tested, as required.		
Crankcase heater on when unit is off.		

Inspection Item	Checked	Notes
Condenser coils clean and in good condition.		
Adequate clearance for airflow around condenser.		
Electrical and Controls		
Pilot lights are functioning.		
Power disconnects in place and labeled.		
All electric connections tight.		
Proper grounding installed for components and unit.		
Safeties in place and operable.		
Current overload heaters installed and correct size.		
Auxiliary heaters installed.		
Sensors calibrated.		
All building control system interlocks hooked up with packaged controls and functional.		
Fire and smoke detectors in place.		
Enthalpy control and sensor properly installed (if economizer installed).		
Related thermostats are installed.		
Related building automation system points are installed.		
All control devices, pneumatic tubing and wiring complete.		
Operational Checks		
Supply fan rotation correct.		
Supply fan has no unusual noise or vibration.		
All dampers fully stroke without binding and spans calibrated and BAS reading site verified.		
Valves stroke fully and easily and spanning is calibrated.		
Valves verified to not be leaking through coils when closed at normal operating pressure.		
Specified point-to-point checks have been completed and documentation record submitted for this system.		

Notes and Comments

COMMISSIONING OF HVAC SYSTEMS

Section 23 08 00.00 10

Functional Performance Test

AIR-HANDLING UNIT – CV– ELECTRIC

FPT # **x** RTU-1 & RTU-2

The above equipment and systems integral to them are complete and ready for functional testing. The checklist items are complete and have been checked off only by parties having direct knowledge of the event, as marked below, respective to each responsible contractor. This FPT is submitted for approval, subject to an attached list of outstanding items yet to be completed. A Statement of Correction will be submitted upon completion of any outstanding areas. None of the outstanding items preclude safe and reliable functional tests being performed.

✓ Documentation complete as per contract documents for given trade : _____

_____	_____
Mechanical Contractor	Date
_____	_____
Construction QC	Date
_____	_____
TAB Contractor	Date

- This checklist does not take the place of the manufacturer’s recommended checkout /startup procedures, etc.
- Items that do not apply shall be noted with the reasons on this form (N/A = not applicable, BO = by others).
- Operation and Maintenance Manuals and or Training are under project closeout procedures and acceptance.
- Equipment Warranties, etc are provided under project closeout documentation.
- Contractor’s assigned responsibility for sections of the checklist shall be responsible to see that items by their sub-contractors are completed and checked off.

_____	_____
Commissioning Agent	Date

This filled-out FPT has been reviewed and approved with the exceptions noted on the following pages.

Equipment Information			
Manufacturer		Airflow Capacity (cfm)	
Model Number		Static Pressure Rating (in. w.g.)	
Serial Number		Cooling Capacity (MBH)	
Voltage / Phase		Heating Capacity (MBH)	
Motor Power (hp)		Area(s) Served	

Requested documentation submitted

Document	Submitted	Notes
Equipment approved per submittals		
Installation manuals on file		
O&M manuals		
Record as-built drawings on file		
Approved Sequence of Operations on file		

All required documentation has been submitted per contract documents : _____

Testing Procedures and Record

Test #	Test Procedure	Response / Result	Result / Yes / No / N/A	Comment Reference Number
1	Turn the unit OFF.	Unit shall be OFF.	___ Verified	
2	Enable the stand-alone thermostat to the fan in the ON position.	Fan should start.	___ Verified	
3	Disable the fan from the stand-alone thermostat.	Fan should stop.	___ Verified	
4	Enable heating from the stand-alone thermostat.	Induced draft blower motor shall start.	___ Verified	
5	Indoor fan motor shall experience a time delay.	Indoor fan starts when combustion box reaches proper temperature.	___ Verified	

Test #	Test Procedure	Response / Result	Result / Yes / No / N/A	Comment Reference Number
6	Disable heating from the indoor stand-alone thermostat.	Main valve and induced draft blower shall shut down.	___ Verified	
7	Indoor fan motor shall experience a time delay.	Indoor fan motor shall run for a specified amount of time and shut off.	___ Verified	
8	Enable cooling from the indoor stand-alone thermostat.	Compressor, condenser fan motor and indoor fan motor shall start.	___ Verified	
9	Disable cooling from the indoor stand-alone thermostat.	Compressor, condenser fan motor and indoor fan motor shall shut down.	___ Verified	
10	Economizer (powered exhaust enabled) first stage cooling.	Economizer damper actuates open and powered exhaust motor starts.	___ Verified	
11	Economizer (powered exhaust enabled) cycle ends.	Economizer damper actuates back to minimum ventilation and powered exhaust motor shuts down.	___ Verified	
12	Filters are installed.	Filters installed per specifications and plan drawings.	___ Verified	
13	Reset set-points to starting values and record any notes.	Sequence shall be verified.	___ Verified	

Notes and Comments

COMMISSIONING OF HVAC SYSTEMS

Section 23 08 00.00 10

NEW ELECTRICAL ROOF-MOUNTED HVAC UNITS DESCRIPTION

CARRIER OR APPROVED EQUAL



Mark For	Qty	Model Number	Description
	2	48VLNK600903	Nominal 5Ton Gas/Electric SPP Package Unit <ul style="list-style-type: none">• 90,000 BTU/HR• 208/230-1-60V• 5 -Tons• Low NOx Unit Accessories <ul style="list-style-type: none">• Straight Curb• Economizer

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
Engineering & Capital Projects Department
525 B Street, Suite 750, MS 908A
San Diego, CA 92101

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

Project Name: Paradise Hills Library HVAC Replacement

WBS No.: B-23104.02.06

Project Location-Specific: 5922 Rancho Hills Drive within the Skyline-Paradise Hills Community Planning Area (Council District 4).

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

Description of nature and purpose of the Project: The project will remove two (2) existing HVAC units from the existing building and replace in kind with new units.

Name of Public Agency Approving Project: City of San Diego

Name of Person or Agency Carrying Out Project: City of San Diego
Engineering and Capital Projects Department
Contact: Nick Ferracone, Senior Planner
Email/Phone: nwferracone@sandiego.gov / (619) 533-4182
525 B Street, Suite 750 (MS 908A), San Diego, CA 92101

Exempt Status:

- 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: Section 15301 Existing Facilities and 15302 Replacement or Reconstruction, 15303 New Construction
- Statutory Exemptions:

Reasons why project is exempt: The City of San Diego conducted an environmental review which determined that the project meets the categorical exemption criteria set forth in CEQA State Guidelines, Sections 15301 (Existing Facilities) which consist of the repair and maintenance of the existing HVAC units; 15302 (Replacement and Construction) which consist of the replacement of the existing HVAC units; 15303 (New Construction) which allows for the installation of new HVAC units; and where the exceptions listed in Section 15300.2 would not apply.

Lead Agency Contact Person: Nick Ferracone, Senior Planner

Telephone: (619) 533-4182

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

Carrie Purcell, Deputy Director

10/4/23

Date

Check One:

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

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

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

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

4.7 Relocation of Existing Fire Hydrant Meters

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

4.8 Disconnection of Fire Hydrant Meter

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

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for removal of the meter.

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

5. **EXCEPTIONS**

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

6. **MOBILE METER**

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

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

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

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

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

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

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

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7. **FEE AND DEPOSIT SCHEDULES**

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

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

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

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

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

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

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

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

Water Department Director

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

APPENDIX

Administering Division: Customer Support Division

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

Distribution: DI Manual Holders



Application for Fire Hydrant Meter (EXHIBIT A)

(For Office Use Only)

NS REQ	FAC#
DATE	BY

METER SHOP (619) 527-7449

Meter Information

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

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

Company Information

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

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

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

WATER USES WITHOUT ANTICIPATED CHARGES FOR RETURN TO SEWER

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

Note:

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

Date

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

Subject: Discontinuation of Fire Hydrant Meter Service

Dear Water Department Customer:

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

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

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

Sincerely,

Water Department

APPENDIX C

MATERIALS TYPICALLY ACCEPTED BY CERTIFICATE OF COMPLIANCE

MATERIALS TYPICALLY ACCEPTED BY CERTIFICATE OF COMPLIANCE

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

APPENDIX D

SAMPLE CITY INVOICE WITH 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												

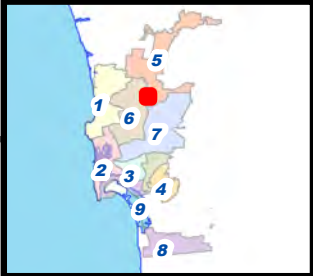
SAMPLE REFERENCE

APPENDIX E
LOCATION MAP

ASSISTANT DEPUTY DIRECTOR
KRIS SHACKELFORD
(858) 463-1146

ASSOCIATE ENGINEER - CIVIL
YOVANNA LEWIS
(619) 533-5130

PARADISE HILLS LIBRARY - HVAC REPLACEMENT



Legend

-  Project Location
Address: 5922 Rancho Hills Dr. San Diego, CA 92139



No Scale

THIS MAP/DATA IS PROVIDED WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Note: This product may contain information reproduced with permission granted by RAND MCNALLY & COMPANY®. It is unlawful to copy or reproduce all or any part thereof, whether for personal use or resale, without the prior, written permission of RAND MCNALLY & COMPANY.

APPENDIX F
STORM WATER PROTECTION NOTES

1. CONSTRUCTION STORM WATER PROTECTION NOTES

a. TOTAL SITE DISTURBANCE AREA: 0.0 (ACRES)

HYDROLOGIC UNIT/WATERSHED: Sweetwater HU / San Diego Bay WMA

HYDROLOGIC SUBAREA NAME & NO: La Nacion / 909.12

b. THE CONTRACTOR SHALL COMPLY WITH THE REQUIREMENTS OF THE

MINOR WPCP

THE PROJECT IS SUBJECT TO MUNICIPAL STORM WATER PERMIT NO. R9-2013-0001 AS AMENDED BY R9-2015-0001 AND R9-2015-0100

WPCP

THE PROJECT IS SUBJECT TO MUNICIPAL STORM WATER PERMIT NO. R9-2013-0001 AS AMENDED BY R9-2015-0001 AND R9-2015-0100

SWPPP

THE PROJECT IS SUBJECT TO MUNICIPAL STORM SEWER SYSTEM (MS 4) PERMIT NO. R9- 2013-0001 AS AMENDED BY R9-2015-0001 AND R9-2015-0100 AND CONSTRUCTION GENERAL PERMIT (CGP) ORDER 2009-0009-DWQ AS AMENDED BY ORDER 2010-0014-DWQ AND 2012-0006-DWQ.

TRADITIONAL: RISK LEVEL 1 2 3 LUP: RISK TYPE 1 2 3

NO DOCUMENT REQUIRED

c. CONSTRUCTION SITE PRIORITY

ASBS HIGH MEDIUM LOW

2. PERMANENT STORM WATER BMP CATEGORY:

PRIORITY DEVELOPMENT PROJECT

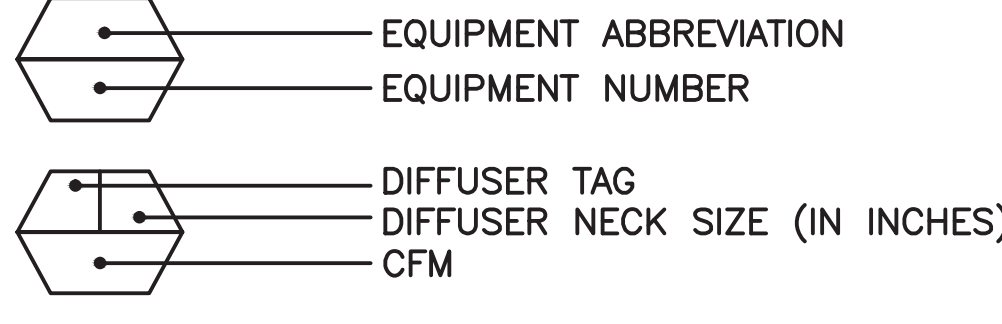
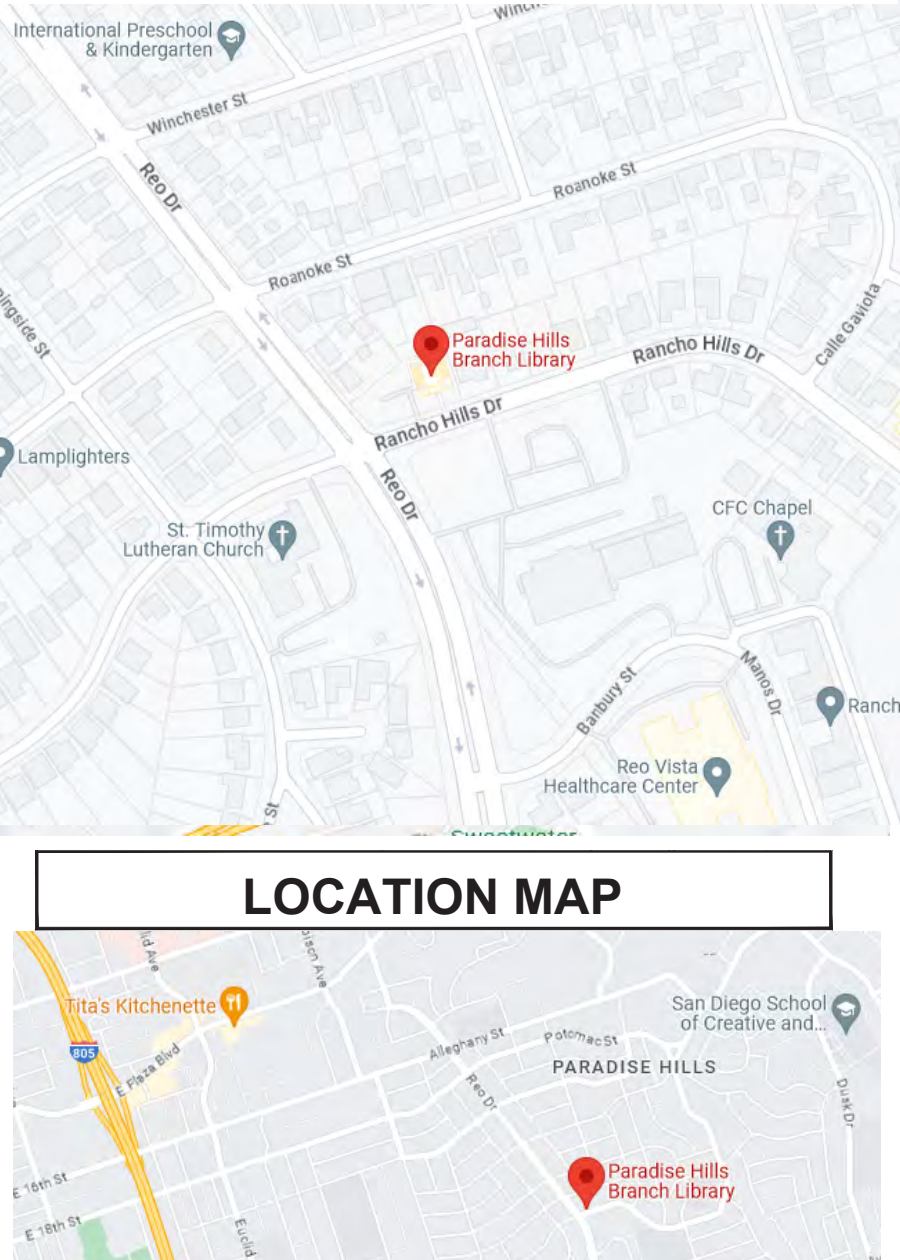
STANDARD DEVELOPMENT PROJECT

PDP EXEMPT

NOT SUBJECT TO PERMANENT STORM WATER REQUIREMENTS

APPENDIX G
PLANS EXHIBITS

PARADISE HILLS LIBRARY HVAC REPLACEMENT

GENERAL NOTES	DRAWING INDEX	APPLICABLE CODES	EQUIPMENT TAGS	SYMBOL / ABBREV. / DESCRIPTION																																																																																																																															
<p>1. THE CONTRACTOR SHALL REVIEW EXISTING CONDITIONS ON THE SITE DURING THE BIDDING. THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS PRIOR TO STARTING WORK.</p> <p>2. THE CONTRACTOR SHALL COORDINATE AND VERIFY SIZES AND LOCATIONS OF MECHANICAL EQUIPMENT AND PIPING.</p> <p>3. INSULATION MATERIALS SHALL MEET THE CALIFORNIA QUALITY STANDARDS PER SECTION 118 ENERGY EFFICIENCY STANDARDS (E.E.S.)</p> <p>4. UNLESS OTHERWISE SHOWN OR NOTED, ALL PHASES OF WORK ARE TO CONFORM TO THE MINIMUM STANDARDS OF 2022 CALIFORNIA MECHANICAL CODE AND CALIFORNIA PLUMBING CODE.</p> <p>5. NOTES AND DETAILS ON THE DRAWINGS SHALL TAKE PRECEDENCE OVER GENERAL NOTES AND TYPICAL DETAILS.</p> <p>6. THE CONTRACTOR SHALL, AT HIS OWN EXPENSE; DESIGN, CONSTRUCT AND MAINTAIN ALL SAFETY DEVICES AND SHALL BE SOLELY RESPONSIBLE FOR CONFORMING ALL LOCAL, STATE AND FEDERAL SAFETY AND HEALTH STANDARDS, LAWS AND REGULATIONS.</p> <p>7. PIPES, DUCTS, SLEEVES, OPENINGS, POCKETS, CHASES, BLOCK-OUTS, ETC. SHALL NOT BE PLACED IN SLABS, BEAMS, GIRDERS, COLUMNS, WALLS, FOUNDATIONS UNLESS SPECIFICALLY DETAILED ON THE DRAWINGS.</p> <p>8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL CUTTING PATCHING OF WALLS, FLOORS AND ROOF. INCLUDING ALL SAW CUTTING AND CORE DRILLING.</p> <p>9. GOOD HOUSEKEEPING SHALL MAINTAIN AT ALL TIMES. ACCUMULATION OF COMBUSTABLE WASTE MATERIALS IN THE BUILDING SHALL NOT BE ALLOWED. C.F.C. 902.4/DEPARTMENT POLICY.</p> <p>10. ALL OMISSIONS AND/OR CONFLICTS BETWEEN THE VARIOUS ELEMENTS OF THE WORKING DRAWINGS AND SPECIFICATIONS SHALL BE BROUGHT TO THE ATTENTION OF THE RESIDENT ENGINEER. WORK SHOULD NOT PROCEED UNTIL A SOLUTION IS GIVEN BY THE RESIDENT ENGINEER.</p> <p>11. ROOF ACCESS LADDER SHALL COMPLY WITH SECTION 304 CMC.</p> <p>12. ALL HVAC SYSTEMS SHALL MEET THE CONTROL REQUIREMENTS PER SECTION 112 AND 122 E.E.S.</p> <p>13. ALL HVAC EQUIPMENT AND APPLIANCES SHALL MEET THE REQUIREMENTS PER SECTION 111-113, 115, 120-124 TITLE 24 ENERGY STANDARDS.</p>	<p>G-1 TITLE SHEET</p> <p>G-2 EXISTING SITE PLAN</p> <p>M-1 SCHEDULES AND NOTES</p> <p>M-2 MECHANICAL ROOF PLAN-DEMOLITION</p> <p>M-3 NEW MECHANICAL ROOF PLAN</p>	<p>CBC – 2022 CALIFORNIA BUILDING CODE</p> <p>CPC – 2022 CALIFORNIA PLUMBING CODE</p> <p>CMC – 2022 CALIFORNIA MECHANICAL CODE</p> <p>CEC – 2022 CALIFORNIA ELECTRICAL CODE</p> <p>SAN DIEGO MUNICIPAL CODE 2022</p>	 <p>EQUIPMENT ABBREVIATION EQUIPMENT NUMBER</p> <p>DIFFUSER TAG DIFFUSER NECK SIZE (IN INCHES) CFM</p>	<table border="1"> <thead> <tr> <th>SYMBOL</th> <th>ABBREV.</th> <th>DESCRIPTION</th> </tr> </thead> <tbody> <tr> <td></td> <td>AS</td> <td>AIR SEPERATOR</td> </tr> <tr> <td></td> <td></td> <td>DEMOLITION</td> </tr> <tr> <td></td> <td>P.O.C.</td> <td>POINT OF CONNECTION</td> </tr> <tr> <td></td> <td>P.O.D.</td> <td>POINT OF DISCONNECTION</td> </tr> <tr> <td></td> <td>UNO</td> <td>UNLESS NOTED OTHERWISE</td> </tr> </tbody> </table>	SYMBOL	ABBREV.	DESCRIPTION		AS	AIR SEPERATOR			DEMOLITION		P.O.C.	POINT OF CONNECTION		P.O.D.	POINT OF DISCONNECTION		UNO	UNLESS NOTED OTHERWISE																																																																																																													
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<p>SITE DATA</p> <p>ADDRESS: 5922 RANCHO HILLS DR. SAN DIEGO, CA 92139</p>	<p>DISCIPLINE CODE</p>  <p>LOCATION MAP</p> <p>VICINITY PLAN</p>	<p>ABBREVIATION / SYMBOLS</p> <table border="1"> <thead> <tr> <th>SYMB./ABBREV.</th> <th>DESCRIPTION</th> </tr> </thead> <tbody> <tr> <td></td> <td>EXIST. DUCT TO BE REMOVED</td> </tr> <tr> <td></td> <td>NEW DUCTWORK</td> </tr> <tr> <td></td> <td>NEW CEILING DIFFUSER</td> </tr> <tr> <td></td> <td>NEW RETURN REGISTER/GRILLE</td> </tr> <tr> <td></td> <td>NEW EXHAUST GRILLE</td> </tr> <tr> <td></td> <td>DIRECTION OF FLOW</td> </tr> <tr> <td></td> <td>PHASE (PH)</td> </tr> <tr> <td></td> <td>FLEXIBLE DUCT</td> </tr> <tr> <td></td> <td>FIRE/SMOKE DAMPER</td> </tr> <tr> <td></td> <td>BACK DRAFT DAMPER</td> </tr> <tr> <td></td> <td>VOLUME CONTROL DAMPER</td> </tr> <tr> <td></td> <td>CONDENSATE DRAIN</td> </tr> <tr> <td></td> <td>CEILING SPACE</td> </tr> <tr> <td></td> <td>DUCTWORK SLOPED DOWN</td> </tr> <tr> <td></td> <td>DOWN THROUGH ROOF</td> </tr> <tr> <td></td> <td>EXISTING</td> </tr> <tr> <td></td> <td>EXHAUST AIR</td> </tr> <tr> <td></td> <td>EXHAUST GRILLE</td> </tr> <tr> <td></td> <td>LINED DUCTWORK</td> </tr> <tr> <td></td> <td>OPPOSED BLADE DAMPER</td> </tr> <tr> <td></td> <td>OUTSIDE AIR</td> </tr> <tr> <td></td> <td>RETURN AIR</td> </tr> <tr> <td></td> <td>RETURN AIR GRILLE</td> </tr> <tr> <td></td> <td>SUPPLY AIR</td> </tr> <tr> <td></td> <td>TYPICAL</td> </tr> </tbody> </table>	SYMB./ABBREV.	DESCRIPTION		EXIST. DUCT TO BE REMOVED		NEW DUCTWORK		NEW CEILING DIFFUSER		NEW RETURN REGISTER/GRILLE		NEW EXHAUST GRILLE		DIRECTION OF FLOW		PHASE (PH)		FLEXIBLE DUCT		FIRE/SMOKE DAMPER		BACK DRAFT DAMPER		VOLUME CONTROL DAMPER		CONDENSATE DRAIN		CEILING SPACE		DUCTWORK SLOPED DOWN		DOWN THROUGH ROOF		EXISTING		EXHAUST AIR		EXHAUST GRILLE		LINED DUCTWORK		OPPOSED BLADE DAMPER		OUTSIDE AIR		RETURN AIR		RETURN AIR GRILLE		SUPPLY AIR		TYPICAL	<p>ABBREVIATION / SYMBOLS</p> <table border="1"> <thead> <tr> <th>SYMBOL</th> <th>ABBREV.</th> <th>DESCRIPTION</th> </tr> </thead> <tbody> <tr> <td></td> <td>BHP</td> <td>BRAKE HORSE POWER</td> </tr> <tr> <td></td> <td>BTUH</td> <td>BRITISH THERMAL UNITS P/ HOUR</td> </tr> <tr> <td></td> <td>CFM</td> <td>CUBIC FEET PER MIN</td> </tr> <tr> <td></td> <td>*F</td> <td>DEGREE FAHRENHEIT</td> </tr> <tr> <td></td> <td>DB</td> <td>DRY BULB</td> </tr> <tr> <td></td> <td>EFF</td> <td>EFFICIENCY</td> </tr> <tr> <td></td> <td>EAT</td> <td>ENTERING AIR TEMPERATURE</td> </tr> <tr> <td></td> <td>EF</td> <td>EXHAUST FAN</td> </tr> <tr> <td></td> <td>(E)</td> <td>EXISTING</td> </tr> <tr> <td></td> <td>ESP</td> <td>EXTERNAL STATIC PRESSURE</td> </tr> <tr> <td></td> <td>"W.C.</td> <td>INCHES OF WATER COLUMN</td> </tr> <tr> <td></td> <td>LAT</td> <td>LEAVING AIR TEMPERATURE</td> </tr> <tr> <td></td> <td>MCC</td> <td>MINIMUM CIRCUIT CAPACITY</td> </tr> <tr> <td></td> <td>RPM</td> <td>REVOLUTIONS PER MINUTE</td> </tr> <tr> <td></td> <td>RTU</td> <td>ROOF TOP UNIT</td> </tr> <tr> <td></td> <td>SEER</td> <td>SEASONAL ENERGY EFFICIENCY</td> </tr> <tr> <td></td> <td>MBH</td> <td>THOUSAND BTU</td> </tr> <tr> <td></td> <td>V/ø/HZ</td> <td>VOLTS/PHASE/CYCLES</td> </tr> <tr> <td></td> <td>W</td> <td>WATTS</td> </tr> <tr> <td></td> <td>WB</td> <td>WET BULB</td> </tr> <tr> <td></td> <td>AHU</td> <td>AIR HANDLING UNIT</td> </tr> <tr> <td></td> <td>MZ</td> <td>MULTI ZONE</td> </tr> <tr> <td></td> <td>ET</td> <td>EXPANSION TANK</td> </tr> <tr> <td></td> <td>AS</td> <td>AIR SEPERATOR</td> </tr> </tbody> </table>	SYMBOL	ABBREV.	DESCRIPTION		BHP	BRAKE HORSE POWER		BTUH	BRITISH THERMAL UNITS P/ HOUR		CFM	CUBIC FEET PER MIN		*F	DEGREE FAHRENHEIT		DB	DRY BULB		EFF	EFFICIENCY		EAT	ENTERING AIR TEMPERATURE		EF	EXHAUST FAN		(E)	EXISTING		ESP	EXTERNAL STATIC PRESSURE		"W.C.	INCHES OF WATER COLUMN		LAT	LEAVING AIR TEMPERATURE		MCC	MINIMUM CIRCUIT CAPACITY		RPM	REVOLUTIONS PER MINUTE		RTU	ROOF TOP UNIT		SEER	SEASONAL ENERGY EFFICIENCY		MBH	THOUSAND BTU		V/ø/HZ	VOLTS/PHASE/CYCLES		W	WATTS		WB	WET BULB		AHU	AIR HANDLING UNIT		MZ	MULTI ZONE		ET	EXPANSION TANK		AS	AIR SEPERATOR	<p>SCOPE OF WORK</p> <p>REMOVE AND DISPOSE (2) TWO EXISTING GAS ROOF-MOUNTED HVAC UNITS.</p> <p>PROVIDE AND INSTALL (2) NEW ELECITICAL ROOF-MOUNTED HVAC UNITS. PROVIDE AND INSTALL NEW DUCTWORK. INCLUDING ASSOCIATED WORK TO SERVICE THE NEW HVAC UNITS.</p> <p>PROVIDE START-UP, TEST & BALANCE OF NEW HVAC SYSTEM.</p>
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G-1

PLANS FOR THE CONSTRUCTION OF
PARADISE HILLS LIBRARY HVAC
REPLACEMENT

CITY OF SAN DIEGO, CALIFORNIA
ENGINEERING & CAPITAL PROJECTS DEPARTMENT
SHEET 1 OF 5 SHEETS

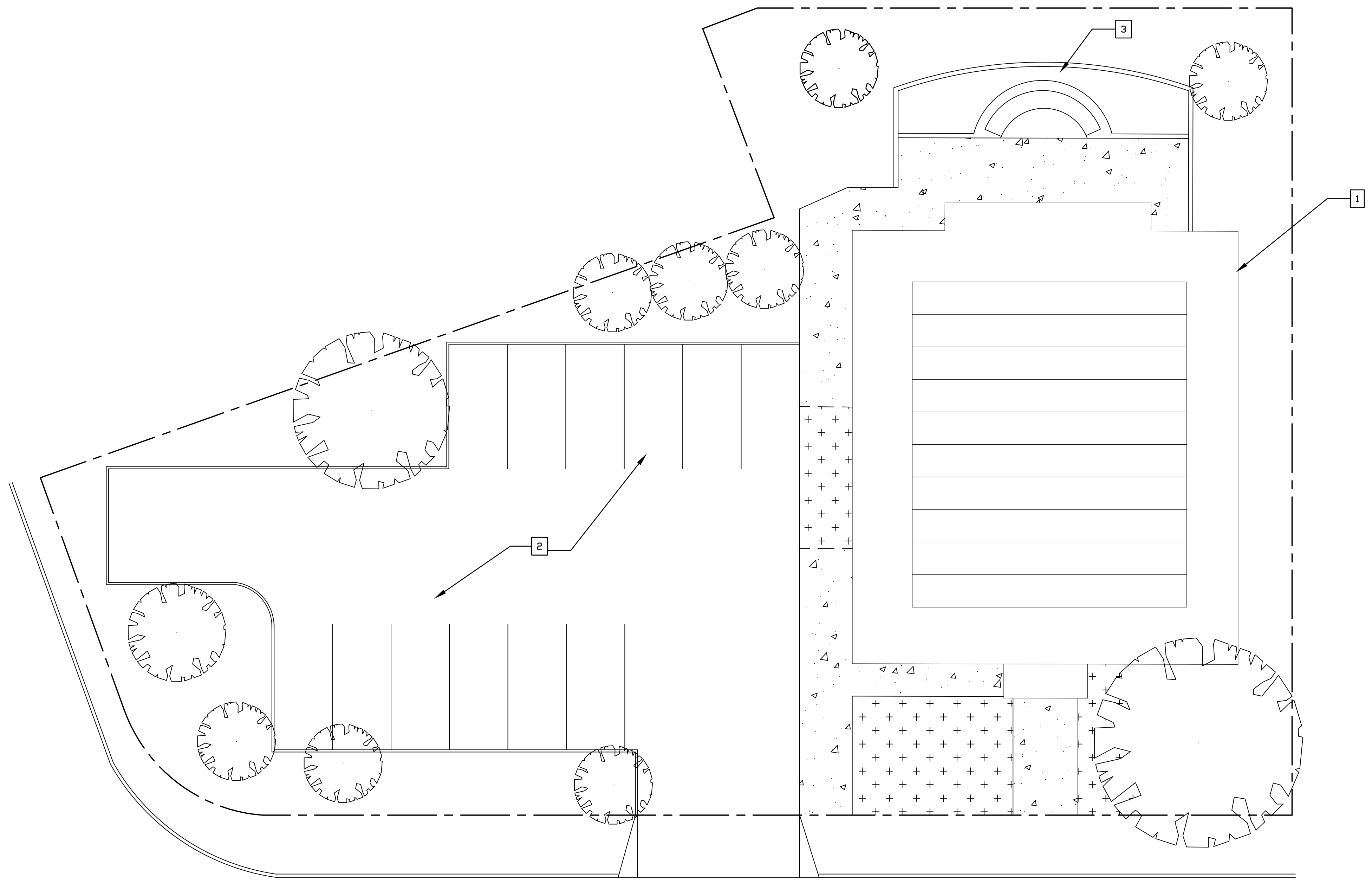
WBS B-23104

YOVANNA LEWIS
PROJECT MANAGER

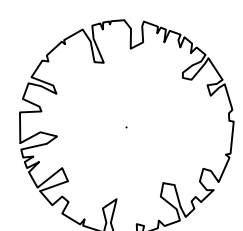
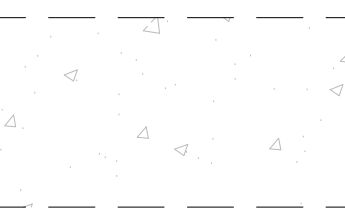
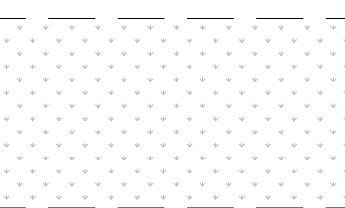
11-2-2023
DATE

KEYNOTES

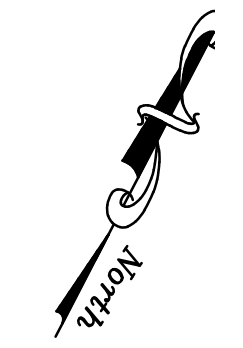
- 1 EXISTING PARADISE HILLS LIBRARY.
- 2 EXISTING PARKING LOT.
- 3 EXISTING OUTDOOR AREA.



LEGEND

-  EXISTING TREE
-  EXISTING CONCRETE
-  EXISTING GRASS

01 **EXISTING SITE PLAN**
SCALE: 1"=10'



G-2

PLANS FOR THE CONSTRUCTION OF
PARADISE HILLS LIBRARY HVAC
REPLACEMENT

CITY OF SAN DIEGO, CALIFORNIA ENGINEERING & CAPITAL PROJECTS DEPARTMENT SHEET 2 OF 5 SHEETS	WBS B-23104
YOVANNA LEWIS PROJECT MANAGER	11-2-2023 DATE

NEW ROOF-MOUNTED UNITS BASIC INFORMATION

TAG	MAKE	MODEL NO.	(TONS)
RTU-1	*CARRIER	48VLNK600903	5
RTU-2	*CARRIER	48VLNK600903	5

• OR APPROVED EQUAL
SEE SPECIFICATIONS FOR PROPOSE NEW UNITS (CUTSHEET)

RTU NOTES:

- ① - PROVIDE FACTORY INSTALLED SMOKE DETECTOR ON SUPPLY SIDE OF THE UNIT.
- ② - PROVIDE FILTER BANKS MINIMUM OF MERV-15.
- ③ - PROVIDE ECONOMIZERS TO ALL UNITS.
- ④ - PROVIDE ROOF ADAPTOR CURBS TO ALL UNITS. PROVIDE MICROMETL CA-CAR-HE2L-CAR-52B OR APPROVED EQUAL ADAPTOR CURBS.

GENERAL NOTES:

1. CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTION AND PROVIDE REPAIR OF ADJACENT EXISTING SURFACES, AREAS, AND PROPERTY THAT MAY BE DAMAGED AS A RESULT OF ANY DEMOLITION AND/OR NEW WORK.
2. HANDLE, STORE AND INSTALL ALL EQUIPMENT PER MANUFACTURER'S INSTRUCTIONS.
3. SEISMIC: ALL PIPES, EQUIPMENT AND CONDUITS SHALL BE SUPPORTED AND BRACED PER SMACNA GUIDELINES FOR SEISMIC RESTRAINTS OF MECHANICAL SYSTEM AND PLUMBING PIPING SYSTEMS.

M-1

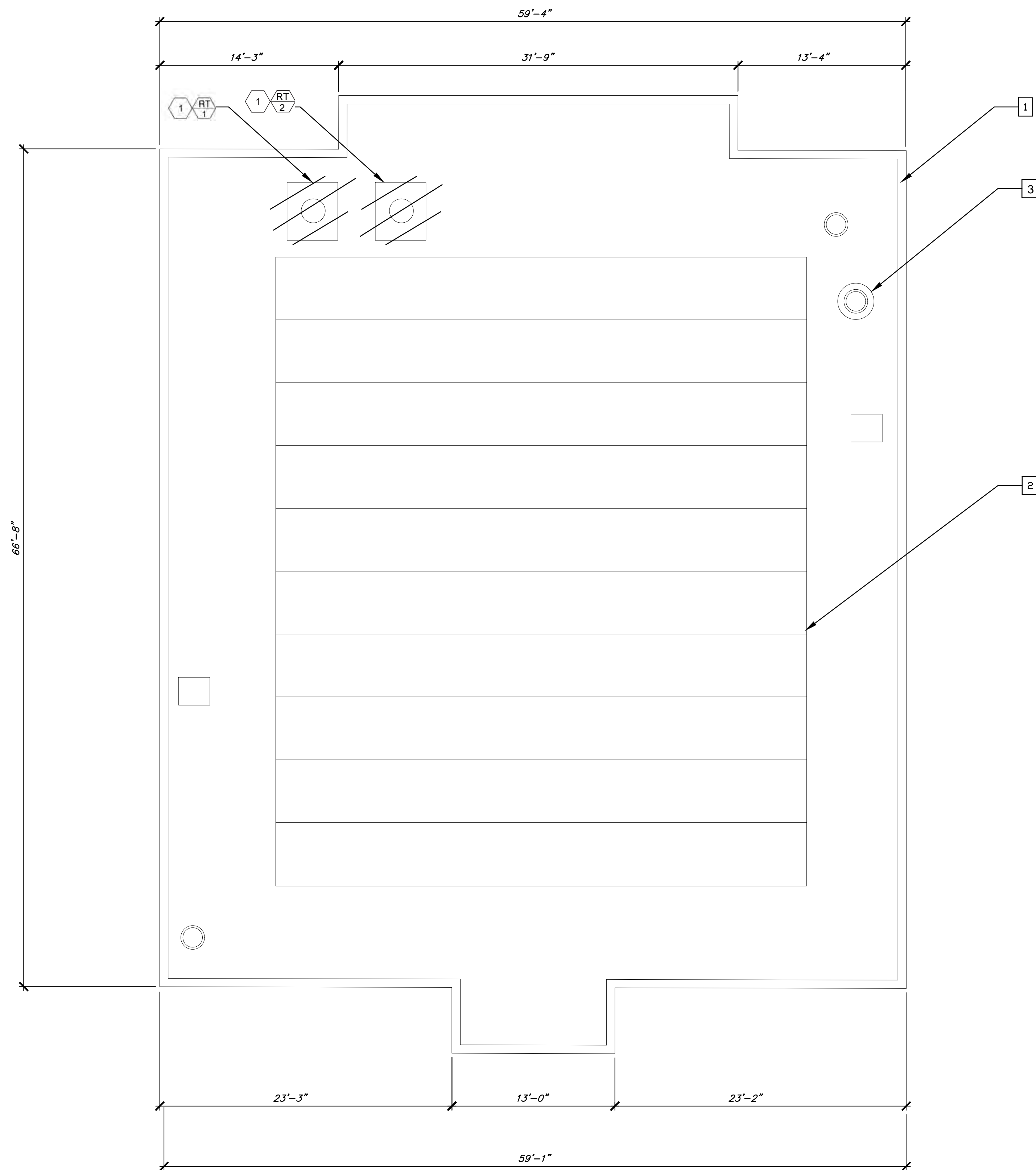
**PLANS FOR THE CONSTRUCTION OF
PARADISE HILLS LIBRARY HVAC
REPLACEMENT**

CITY OF SAN DIEGO, CALIFORNIA
ENGINEERING & CAPITAL PROJECTS DEPARTMENT
SHEET 3 OF 5 SHEETS

WBS B-23104

YOVANNA LEWIS
PROJECT MANAGER

11/2/2023
DATE



KEYNOTES

- 1 EXISTING PARADISE HILLS LIBRARY.
- 2 EXISTING DOUBLE ROOF.
- 3 EXISTING VENT.

DEMOLITION NOTES

- 1 - EXISTING ROOF TOP UNIT TO BE REMOVED.
- EXISTING NATURAL GAS PIPING AND CONDENSATE DRAIN PIPING TO BE REMOVED.

GENERAL NOTES

- 1- CONTRACTOR SHALL COORDINATE WITH CITY OF SAN DIEGO RESIDENT ENGINEER TO RETAIN THE ROOF WARRANTY.
- 2- PRIOR TO THE REMOVAL OF THE EQUIPMENT, THE CITY OF SAN DIEGO RESIDENT ENGINEER SHALL BE NOTIFIED TO VERIFY THE WEIGHTS AND LOCATIONS OF THE EQUIPMENT.
- 3- REMOVE AND DISPOSE THE DEBRIS FROM THE ROOF.

MECHANICAL ROOF PLAN-DEMOLITION

SCALE: NTS

M-2

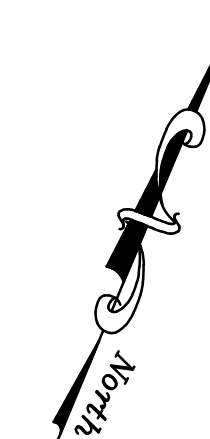
PLANS FOR THE CONSTRUCTION OF
PARADISE HILLS LIBRARY HVAC
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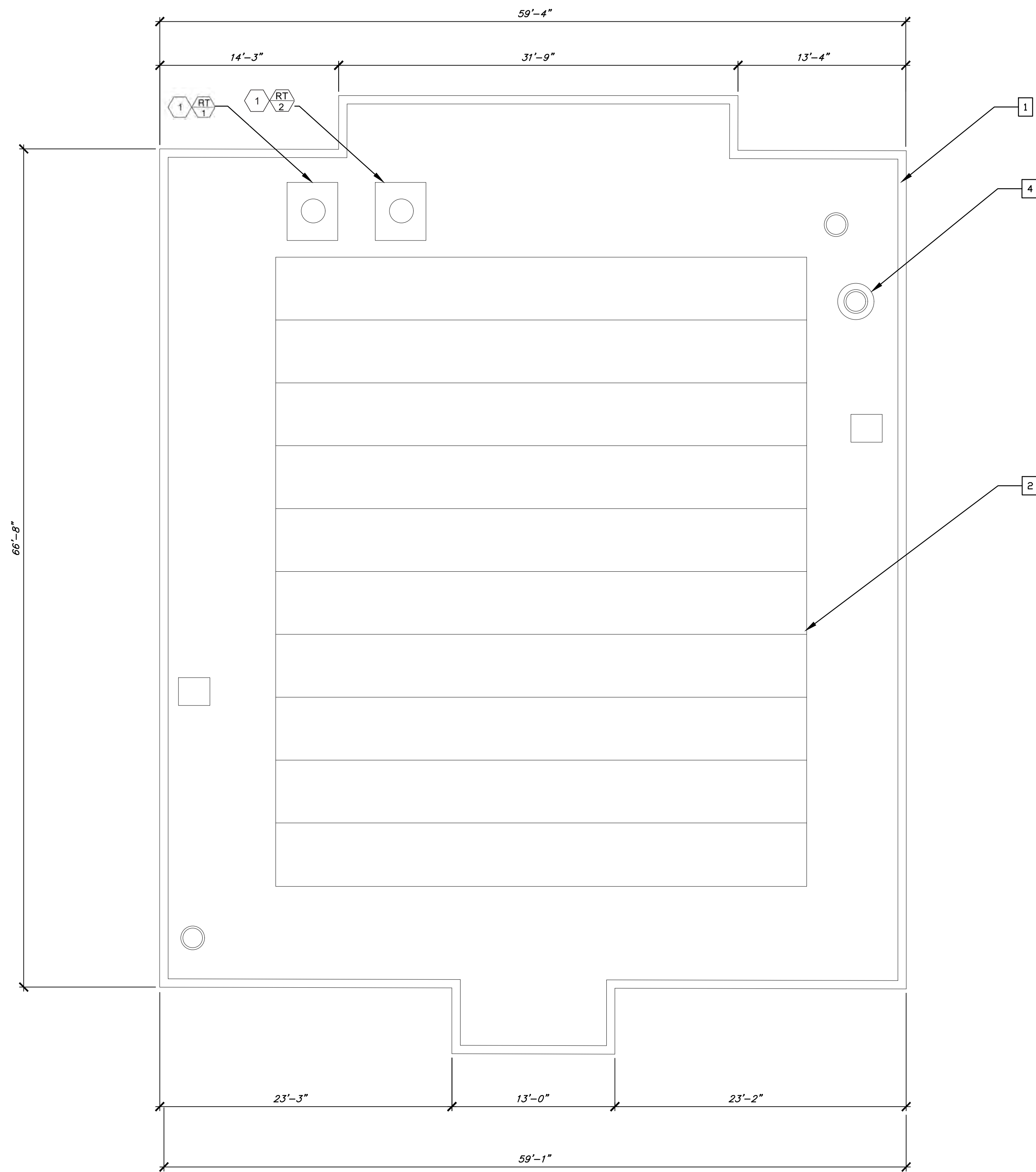
CITY OF SAN DIEGO, CALIFORNIA
ENGINEERING & CAPITAL PROJECTS DEPARTMENT
SHEET 4 OF 5 SHEETS

WBS B-23104

YOVANNA LEWIS
PROJECT MANAGER

11-2-2023
DATE





KEYNOTES

- 1 EXISTING PARADISE HILLS LIBRARY.
- 2 EXISTING DOUBLE ROOF.
- 3 EXISTING VENT.

1 - PROVIDE NEW ELECTRICAL ROOF-MOUNTED HVAC UNITS. PROVIDE NEW DUCTWORK. PROVIDE ANY ASSOCIATED ELECTRICAL WORK TO SERVICE THE NEW UNITS.

GENERAL NOTES

1. - CONTRACTOR SHALL COORDINATE WITH CITY OF SAN DIEGO RESIDENT ENGINEER TO RETAIN THE ROOF WARRANTY.
2. - CONTRACTOR SHALL FOLLOW THE 2022 CALIFORNIA MECHANICAL AND PLUMBING CODES FOR INSTALLATION OF UNITS.
3. - REPAIR ROOF FLASHING AROUND THE CONDENSATE DRAIN AND PIPING ROOF PENETRATION.
4. - LABEL HVAC UNITS AND ELECCTRICAL PANELS, PER CALIFORNIA CODE.

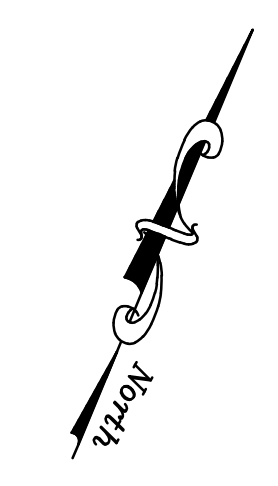
NEW MECHANICAL ROOF PLAN

SCALE: NTS

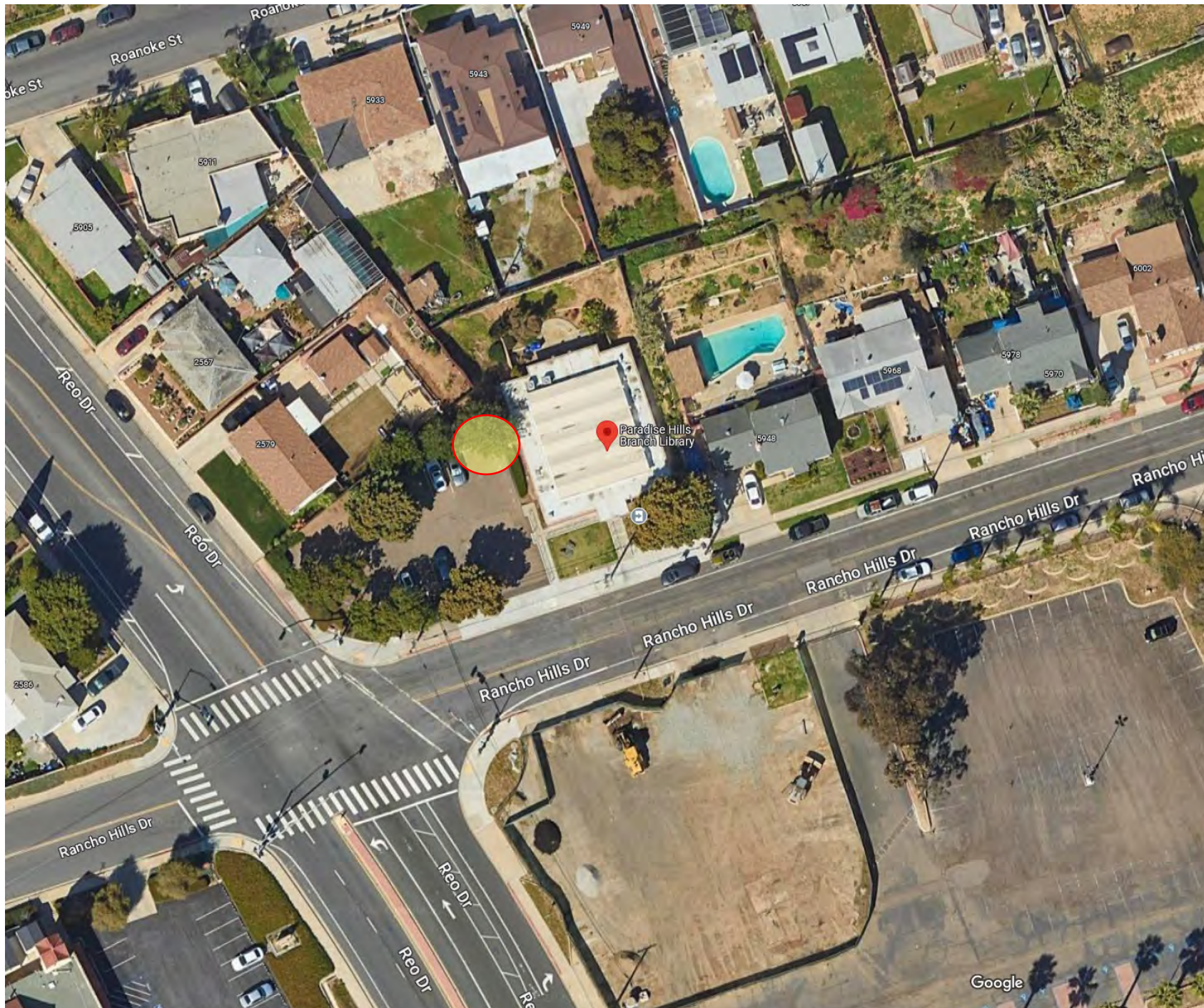
M-3

PLANS FOR THE CONSTRUCTION OF
PARADISE HILLS LIBRARY HVAC
REPLACEMNT

CITY OF SAN DIEGO, CALIFORNIA ENGINEERING & CAPITAL PROJECTS DEPARTMENT SHEET 5 OF 5 SHEETS	WBS B-23104
YOVANNA LEWIS PROJECT MANAGER	11-2-2023 DATE



APPENDIX H
STAGING AREA



STAGING
AREA



ATTACHMENT F

RESERVED

ATTACHMENT G
CONTRACT AGREEMENT

ATTACHMENT G
CONTRACT AGREEMENT

CONSTRUCTION CONTRACT

This contract is made and entered into between THE CITY OF SAN DIEGO, a municipal corporation, herein called "City", and Eli Electric & Construction, Inc., herein called "Contractor" for construction of **Paradise Hills Library HVAC Replacement; Bid No. L-24-2260-DBB-1**; in the total amount of **One Hundred Fifty Two Thousand Nine Hundred Dollars and Zero Cents (\$152,900.00)**.

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

1. The following are incorporated into this contract as though fully set forth herein:
 - (a) The attached Faithful Performance and Payment Bonds.
 - (b) The attached Proposal included in the Bid documents by the Contractor.
 - (c) Reference Standards listed in the Instruction to Bidders and the Supplementary Special Provisions (SSP).
 - (d) That certain documents entitled **Paradise Hills Library HVAC Replacement**, on file in the office of the Purchasing & Contracting Department as Document No. **B-23104**, 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 **Paradise Hills Library HVAC Replacement**, Bid Number **L-24-2260-DBB-1**, 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..

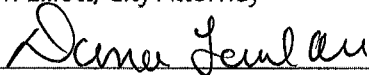
CONTRACT AGREEMENT (continued)

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: 

Mara W. Elliott, City Attorney
By: 

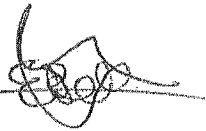
Print Name: Stephen Samara
Principal Contract Specialist
Purchasing & Contracting Department

Print Name: Dana Fairchild
Deputy City Attorney

Date: 3/21/2024

Date: 4/9/2024

CONTRACTOR

By: Eli Electric and Construction Inc 

Print Name: Eli M. Beltran

Title: Pres.

Date: 02-07-2024

City of San Diego License No.: B 2009003296

State Contractor's License No.: 553022

DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) REGISTRATION NUMBER: 1000007613

CERTIFICATIONS AND FORMS

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

BIDDER'S GENERAL INFORMATION

To the City of San Diego:

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

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

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

State of California

County of San Diego

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

CONTRACTOR CERTIFICATION

DRUG-FREE WORKPLACE

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

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

CONTRACTOR CERTIFICATION

AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE CERTIFICATION

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

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

CONTRACTOR CERTIFICATION

CONTRACTOR STANDARDS – PLEDGE OF COMPLIANCE

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

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

CONTRACTOR CERTIFICATION

EQUAL BENEFITS ORDINANCE CERTIFICATION

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

CONTRACTOR CERTIFICATION

EQUAL PAY ORDINANCE CERTIFICATION

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

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

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

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

CONTRACTOR CERTIFICATION

PRODUCT ENDORSEMENT

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

AFFIDAVIT OF DISPOSAL

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

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

Paradise Hills Library HVAC Replacement

(Project Title)

as particularly described in said contract and identified as Bid No **L-24-2260-DBB-1**; SAP No. (WBS) **B-23104**; and **WHEREAS**, the specification of said contract requires the Contractor to affirm that "all brush, trash, debris, and surplus materials resulting from this project have been disposed of in a legal manner"; and **WHEREAS**, said contract has been completed and all surplus materials disposed of:

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

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

Dated this _____ DAY OF _____, _____.

By: _____
Contractor

ATTEST:

State of _____ County of _____

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

Notary Public in and for said County and State

LIST OF SUBCONTRACTORS

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

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

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

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

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

NAMED EQUIPMENT/MATERIAL SUPPLIER LIST

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

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

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

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

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

ELECTRONICALLY SUBMITTED FORMS

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

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

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

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

BID BOND

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

KNOW ALL MEN BY THESE PRESENTS,

That Eli Electric & Construction Inc as Principal,
and The Ohio Casualty 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

Bid No.: L-24-2260-DBB-1 Paradise Hills Library HVAC Replacement

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 24th day of January, 2024


Eli Electric & Construction Inc (SEAL)

The Ohio Casualty Insurance Company (SEAL)

(Principal)

(Surety)

By: _____


(Signature)

By: _____


(Signature)

Heather Blackmon, Attorney in Fact

(SEAL AND NOTARIAL ACKNOWLEDGEMENT OF SURETY)

**SEE ATTACHED FOR
OFFICIAL NOTARIZATION**



CALIFORNIA 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 }

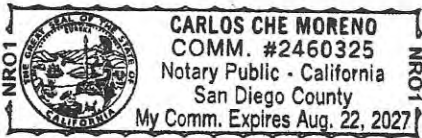
On 1/24/2024 before me, Carlos Che Moreno
Date Here Insert Name and Title of the Officer

personally appeared Heather Blackman
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 Carlos Moreno
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: _____

Corporate Officer – Title(s): _____

Partner – Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer is Representing: _____

Signer's Name: _____

Corporate Officer – Title(s): _____

Partner – Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer is Representing: _____



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8209442-987720

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Heather Blackmon

all of the city of San Marcos state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 14th day of February, 2023.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: [Signature]
David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 14th day of February, 2023 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: [Signature]
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 24th day of January, 2024.



By: [Signature]
Renee C. Llewellyn, Assistant Secretary

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

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 1/25/24 before me, Lindsey Lelevier, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Daniel Beltran
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

Signature [Signature]
Signature of Notary Public



Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: Bid Bond Document Date: 1/24/24
Number of Pages: 1 Signer(s) Other Than Named Above: N/A

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

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: Eli Electric & Constr. Inc.

Certified By Daniel E. Beltran Title Vice Pres/Sec.


 Signature

Date 01/25/2024

USE ADDITIONAL FORMS AS NECESSARY

Mandatory Disclosure of Business Interests Form

BIDDER/PROPOSER INFORMATION

Legal Name		DBA	
Eli Electric, Inc.		Eli Electric & Construction, Inc.	
Street Address	City	State	Zip
1080 LAMAR STREET, RAMONA	RAMONA	CA	92065
Contact Person, Title		Phone	Fax
Daniel Beltran, Vice Pres (Sec)		(760) 315-2496	(760) 789-4308

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
Daniel E. Beltran	Vice President / Secretary
City and State of Residence	Employer (if different than Bidder/Proposer)
Ramona, California	
Interest in the transaction	
Directly Involved	

Name	Title/Position
Eli M. Beltran	President/Owner
City and State of Residence	Employer (if different than Bidder/Proposer)
Ramona, California	
Interest in the transaction	
Owner (Directly Involved)	

*** 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.

Daniel E. Beltran, V.P./Sec.

Print Name, Title

Signature

01/25/2024

Date

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

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

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

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

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

NAME	TITLE
Elezar "Eli" M. Beltran	PRESIDENT / OWNER
Yolanda G. Beltran	VICE PRESIDENT / OWNER
Daniel E. Beltran	VICE PRESIDENT / SECRETARY

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:

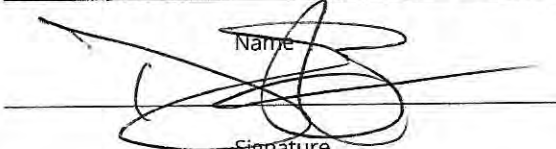
- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal, State or local agency;
- has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal, State or local agency within the past 3 years;
- does not have 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: Eli Electric & Construction, Inc.

Certified By: Daniel E. Beltran Title Vice Pres. / Sec.


 Name _____
 Signature _____

Date 01/25/2024

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

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

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

Names of the Principal individual owner(s)

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

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

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE
Sigler / Carter (Russell Sigler)	owner

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE

Contractor Name: EL: Electric & Construction, Inc.

Certified By Daniel E. Burton Title Vice Pres./Sec.


 Name _____
 Signature _____
 Date 01/25/2024

USE ADDITIONAL FORMS AS NECESSARY*

City of San Diego

CITY CONTACT: Abel Martinez, Contract Specialist, Email: MartinezAbel@sandiego.gov
Phone No. (619) 533-5270

ADDENDUM A



FOR

PARADISE HILLS LIBRARY HVAC REPLACEMENT

BID NO.:	<u>L-24-2260-DBB-1</u>
SAP NO. (WBS/IO/CC):	<u>B-23104</u>
CLIENT DEPARTMENT:	<u>1713</u>
COUNCIL DISTRICT:	<u>4</u>
PROJECT TYPE:	<u>BD</u>

BID DUE DATE:

2:00 PM
JANUARY 25, 2024

CITY OF SAN DIEGO'S ELECTRONIC BIDDING SITE, PLANETBIDS

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

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. REQUIRED DOCUMENTS SCHEDULE

1. To the **Required Documents Schedule During Bidding and Awarding Table**, page 4, **DELETE** in its entirety and **SUBSTITUTE** with page 3 of this Addendum.

C. ATTACHMENTS

1. To Attachment F, **RESERVE**, page 141, **DELETE** in its entirety and **SUBSTITUTE** with pages 4 through 7 of this Addendum:

D. CERTIFICATIONS AND FORMS

1. To Certifications and Forms, **ADD, IN-USE OFF-ROAD DIESEL FUELED FLEET REGULATION (OFF-ROAD REGULATION) COMPLIANCE (CARB)**, page 8 of this Addendum.

Rania Amen, Director
Engineering & Capital Projects Department

Dated: *January 23, 2024*
San Diego, California

RA/ED/lir

REQUIRED DOCUMENTS SCHEDULE DURING BIDDING AND AWARDING

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

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

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

ITEM	DOCUMENT TO BE SUBMITTED	WHEN DUE	FROM
1.	<u>Bid Bond (PDF via PlanetBids)</u>	<u>At Time of Bid</u>	ALL BIDDERS
2.	<u>Contractors Certification of Pending Actions</u>	<u>At Time of Bid</u>	ALL BIDDERS
3.	Mandatory Disclosure of Business Interests	At Time of Bid	ALL BIDDERS
4.	Debarment and Suspension Certification for Prime Contractors	At Time of Bid	ALL BIDDERS
5.	Debarment and Suspension Certification for Subcontractors, Suppliers & Mfgs	At Time of Bid	ALL BIDDERS
6.	Bid Bond (Original)	By 5PM 1 working day after bid opening	ALL BIDDERS
7.	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
8.	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
9.	In-Use Off-Road Diesel Fueled Fleet Regulation (OFF-ROAD REGULATION) Compliance	Within 10 working days of receipt by bidder of contract forms and NOI	AWARDED BIDDER
10.	Listing of "Other Than First Tier" Subcontractors	Within 10 working days of receipt by bidder of contract forms	AWARDED BIDDER

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

ATTACHMENT F

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CONTRACTOR CERTIFICATION

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

I hereby certify that Contractor is familiar with the requirements 13 CCR 2449, 2449.1, and 2449.2, as well as Attachment F, In-Use Off-Road Diesel Fueled Fleet Regulation (Off-Road Regulation) Compliance (CARB), and that Contractor shall comply with these requirements.

I further certify that each of the Contractor's listed subcontractors is familiar with these requirements and shall also comply.

Bid Results

Bidder Details

Vendor Name Eli Electric & Construction, Inc.
Address P. O. Box 2797
Ramona, California 92065
United States
Respondee Daniel Beltran
Respondee Title Vice President/Sec.
Phone 760-315-2496
Email elielectric@live.com
Vendor Type SDB, MBE, MALE, PQUAL, LAT, CADIR
License # 553022
CADIR 1000007613

Bid Detail

Bid Format Electronic
Submitted 01/25/2024 1:13 PM (PST)
Delivery Method
Bid Responsive
Bid Status Submitted
Confirmation # 361412

Respondee Comment

Buyer Comment

Attachments

File Title	File Name	File Type
ParadiseHillsLibrary-HVAC.Rplcmnt.- Crt.OfPndgActn.pdf	ParadiseHillsLibrary-HVAC.Rplcmnt.- Crt.OfPndgActn.pdf	Contractor's Certification of Pending Action
ParadiseHillsLibrary-HVAC.Rplcmnt.- DsclsrOfBusIntrst.pdf	ParadiseHillsLibrary-HVAC.Rplcmnt.- DsclsrOfBusIntrst.pdf	Mandatory Disclosure of Business Interests
ParadiseHillsLibrary-HVAC.Rplcmnt.- DbrmntSuspnsnCert.pdf	ParadiseHillsLibrary-HVAC.Rplcmnt.- DbrmntSuspnsnCert.pdf	Prime Debarment & Suspension Form
ParadiseHillsLibrary-HVAC.Rplcmnt.- DbrmntSuspnsnCert-Splr.pdf	ParadiseHillsLibrary-HVAC.Rplcmnt.- DbrmntSuspnsnCert-Splr.pdf	Subcontractors Debarment & Suspension Form
ParadiseHillsLibrary-HVAC.Rplcmnt.-Bond.pdf	ParadiseHillsLibrary-HVAC.Rplcmnt.-Bond.pdf	Bid Bond

Subcontractors

No Subcontractors

Line Items

Discount Terms No Discount

Item #	Item Code	Type	Item Description	UOM	QTY	Unit Price	Line Total	Response	Comment
Main Bid							\$152,900.00		
1	524126		Bonds (Payment and Performance)	LS	1	\$4,587.00	\$4,587.00	Yes	
2	238220		Paradise Hills Library HVAC Replacemenet	LS	1	\$120,538.00	\$120,538.00	Yes	
3	238220		Mobilization	LS	1	\$7,775.00	\$7,775.00	Yes	
4			Field Orders (EOC Type II)	AL	1	\$20,000.00	\$20,000.00	Yes	

Line Item Subtotals

Section Title	Line Total
Main Bid	\$152,900.00
Grand Total	\$152,900.00