

City of San Diego

CONTRACTOR'S NAME: Blue Pacific Engineering Construction, Inc.

ADDRESS: 8825 Aero Drive Suite 320, San Diego, CA 92123

TELEPHONE NO.: 858-956-1456

FAX NO.:

CITY CONTACT: Abel Martinez, Contract Specialist, Email: MartinezAbel@sandiego.gov

Phone No. (619) 533-5270

J. Grotzinger / L. Arikat / Y. Kawai

BIDDING DOCUMENTS



FOR



RANCHO BERNARDO CP DOG PARK

BID NO.: K-25-2411-DBB-3

SAP NO. (WBS/IO/CC): L-20000.2

CLIENT DEPARTMENT: 1714

COUNCIL DISTRICT: 5

PROJECT TYPE: GA

THIS CONTRACT WILL BE SUBJECT TO THE FOLLOWING:

- THE CITY'S SUBCONTRACTING PARTICIPATION REQUIREMENTS FOR SLBE PROGRAM
- PREVAILING WAGE RATES: STATE ☒ FEDERAL ☐
- APPRENTICESHIP
- THIS IS A STATE FUNDED CONTRACT THROUGH THE DEPARTMENT OF PARKS AND RECREATION

BID DUE DATE:

2:00 PM

JUNE 18, 2025

CITY OF SAN DIEGO'S ELECTRONIC BIDDING SITE, PLANETBIDS

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

ENGINEER OF WORK

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

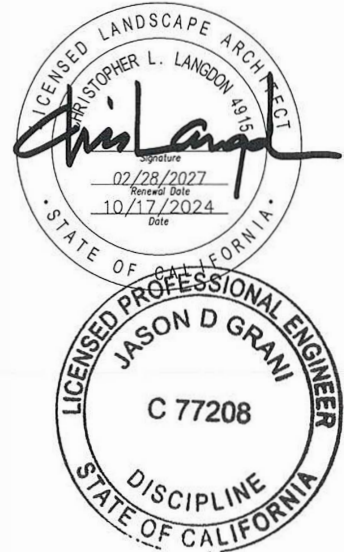
Chris Langdon

1) Registered Landscape Architect

May 6, 2025

Date

Seal:



[Signature]

2) For City Engineer

May 6, 2025

Date

Seal:



TABLE OF CONTENTS

SECTION	PAGE
1. REQUIRED DOCUMENTS SCHEDULE.....	4
2. NOTICE INVITING BIDS.....	6
3. INSTRUCTIONS TO BIDDERS	9
4. PERFORMANCE AND PAYMENT BONDS	19
5. ATTACHMENTS:	
A. SCOPE OF WORK.....	22
B. RESERVED.....	24
C. EQUAL OPPORTUNITY CONTRACTING PROGRAM	25
D. PREVAILING WAGE.....	45
E. SUPPLEMENTARY SPECIAL PROVISIONS.....	50
1. Appendix A - Notice of Exemption	107
2. Appendix B - Fire Hydrant Meter Program	111
3. Appendix C - Materials Typically Accepted by Certificate of Compliance.....	125
4. Appendix D - Sample City Invoice.....	127
5. Appendix E - Location Map	129
6. Appendix F - Sample of Public Notice	131
7. Appendix G - Advanced Metering Infrastructure (AMI) Device Protection	133
8. Appendix H - SWPPP Construction BMP Maintenance Log	140
9. Appendix I - Sample Contractor Performance Evaluation (CPE) Form	143
F. IN-USE OFF-ROAD DIESEL FUELED FLEET REGULATION (OFF-ROAD REGULATION) COMPLIANCE (CARB).....	153
G. CONTRACT AGREEMENT	157
6. CERTIFICATIONS AND FORMS.....	160

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.	Contractor's Certification of Pending Actions	At Time of Bid	ALL BIDDERS
3.	Mandatory Disclosure of Business Interests	At Time of Bid	ALL BIDDERS
4.	Debarment and Suspension Certification for Prime Contractors	At Time of Bid	ALL BIDDERS
5.	Debarment and Suspension Certification for Subcontractors, Suppliers & Mfgs	At Time of Bid	ALL BIDDERS
6.	Bid Bond (Original)	By 5PM 1 working day after bid opening	ALL BIDDERS
7.	SLBE Good Faith Effort Documentation	By 5PM 3 working days after bid opening	ALL BIDDERS
8.	Form AA60 – List of Work Made Available	By 5PM 3 working days after bid opening with Good Faith Effort (GFE) documentation	ALL BIDDERS
9.	If the Contractor is a Joint Venture: - Joint Venture Agreement - Joint Venture License	Within 10 working days of receipt by bidder of contract forms	AWARDED BIDDER
10.	Payment & Performance Bond; Certificates of Insurance & Endorsements; and Signed Contract Agreement Page	Within 10 working days of receipt by bidder of contract forms and NOI	AWARDED BIDDER
11.	In-Use Off-Road Diesel Fueled Fleet Regulation (OFF-ROAD REGULATION) Compliance	Within 10 working days of receipt by bidder of contract forms and NOI	AWARDED BIDDER

ITEM	DOCUMENT TO BE SUBMITTED	WHEN DUE	FROM
12.	Listing of "Other Than First Tier" Subcontractors	Within 10 working days of receipt by bidder of contract forms	AWARDED BIDDER

NOTICE INVITING BIDS

1. **SUMMARY OF WORK:** This is the City of San Diego's (City) solicitation process to acquire Construction services for **RANCHO BERNARDO CP DOG PARK**. For additional information refer to Attachment A.
2. **FULL AND OPEN COMPETITION:** This solicitation is subject to full and open competition and may be bid by Contractors on the City's approved Prequalified Contractors List. For information regarding the Contractors Prequalified list visit the City's web site: <http://www.sandiego.gov>.
3. **ESTIMATED CONSTRUCTION COST:** The City's estimated construction cost for this project is **\$3,240,000.00**.
4. **BID DUE DATE AND TIME ARE: JUNE 18, 2025 at 2:00 PM.**
5. **PREVAILING WAGE RATES APPLY TO THIS CONTRACT:** Refer to Attachment D.
6. **LICENSE REQUIREMENT:** To be eligible for award of this contract, Prime contractor must possess the following licensing classification: **A**
7. **SUBCONTRACTING PARTICIPATION PERCENTAGES:** Subcontracting participation percentages apply to this contract.
 - 7.1. The City has incorporated **mandatory** SLBE-ELBE subcontractor participation percentages to enhance competition and maximize subcontracting opportunities. For the purpose of achieving the mandatory subcontractor participation percentages, a recommended breakdown of the SLBE and ELBE subcontractor participation percentages based upon certified SLBE and ELBE firms has also been provided to achieve the mandatory subcontractor participation percentages:

1. SLBE participation	4.9%
2. ELBE participation	7.2%
3. Total mandatory participation	12.1%
 - 7.2. The current list of Certified SLBE/ELBE Firms to be used for outreach for this project is posted to the Documents tab on PlanetBids.
 - 7.3. The Bid may be declared non-responsive if the Bidder fails to meet the following requirements:
 - 7.3.1. Include SLBE-ELBE certified subcontractors at the overall mandatory participation percentage identified in this document; OR
 - 7.3.2. Submit Good Faith Effort (GFE) documentation, saved in searchable Portable Document Format (PDF), demonstrating the Bidder made a good faith effort to conduct outreach to and include SLBE-ELBE Subcontractors as required in

this solicitation by 5PM 3 Working Days after the Bid opening if the overall mandatory participation percentage is not met.

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

8. NON-MANDATORY PRE-BID MEETING:

8.1. ONLINE PRE-BID MEETING:

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

The Pre-Bid Meeting will be held on **Thursday, May 29, 2025**, at **10:00 AM** (PDT) at:

Microsoft Teams [Need help?](#)

[Join the meeting now](#)

Meeting ID: 255 453 621 336 8

Passcode: A2iA3xV2

Dial in by phone

[+1 945-468-5511,,879649041#](#) United States, Dallas

[Find a local number](#)

Phone conference ID: 879 649 041#

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

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

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

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:

Abel Martinez, Contract Specialist at 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. If the applicant is a subsidiary of a parent company, the applicant may provide the consolidated audited financial statement of the parent company; provided, however, that the applicant submits a statement signed by a duly authorized representative of the parent company confirming that the parent company will guarantee the performance of any contract awarded to the applicant. The City may also require the parent company to execute a separate agreement with the City to guarantee the subsidiary's performance prior to executing any contract with the subsidiary.
- 1.3. The completed application must be submitted online no later than 2 weeks prior to the bid opening.
- 1.4. **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.
 - 1.4.1. Each of the entities of the Joint Venture must have been previously prequalified at a minimum of \$15,000,000.
 - 1.4.2. 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.
 - 1.4.3. 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.
 - 1.4.4. 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.
- 1.5. Complete information and links to the on-line prequalification application are available at:

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

- 1.6. Due to the City's responsibility to protect the confidentiality of the contractors' information, City staff will not be able to provide information regarding contractors' prequalification status over the telephone. Contractors may access real-time information about their prequalification status via their vendor profile on [PlanetBids.™](#)

2. **ELECTRONIC FORMAT RECEIPT AND OPENING OF BIDS:** Bids will be received in electronic format (eBids) EXCLUSIVELY at the City of San Diego's electronic bidding (eBidding) site, at: <http://www.sandiego.gov/cip/bidopps/> and are due by the date, and time shown on the cover of this solicitation.

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

2.6. RECAPITULATION OF THE WORK. Bids shall not contain any recapitulation of the Work. Conditional Bids may be rejected as being non-responsive. Alternative proposals will not be considered unless called for.

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

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

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

3. ELECTRONIC BID SUBMISSIONS CARRY FULL FORCE AND EFFECT:

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

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

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

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

4. BIDS ARE PUBLIC RECORDS: Upon receipt by the City, Bids shall become public records subject to public disclosure. It is the responsibility of the respondent to clearly identify any

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

5. CONTRACTOR REGISTRATION AND ELECTRONIC REPORTING SYSTEM:

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

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

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

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

Title	Edition	Document Number
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
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 8 (CA MUTCD Rev 8) https://dot.ca.gov/programs/safety-programs/camutcd	2014	ECPD032324-07
NOTE: *Available online under Engineering Documents and References at: https://www.sandiego.gov/ecp/edocref/ *Electronic updates to the Standard Drawings may also be found in the link above		

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

subcontractor is a **CONSTRUCTOR, CONSULTANT** or **SUPPLIER**. The Bidder shall state the **DIR REGISTRATION NUMBER** for all subcontractors and shall further state within the description, the **PORTION** of the work which will be performed by each subcontractor under this Contract. The Contractor shall list only one Subcontractor for each portion of the Work. The **DOLLAR VALUE** of the total Bid to be performed shall be stated for all subcontractors listed. Failure to comply with this requirement may result in the Bid being rejected as **non-responsive** and ineligible for award. The Bidder's attention is directed to the Special Provisions – Section 3-2, "Self-Performance", which stipulates the percent of the Work to be performed with the Bidders' own forces. The Bidder shall list all SLBE, ELBE, DBE, DVBE, MBE, WBE, OBE, SDB, WoSB, HUBZone, and SDVOSB Subcontractors for which Bidders are seeking recognition towards achieving any mandatory, voluntary (or both) subcontracting participation goals.

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

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

PROJECT: RANCHO BERNARDO CP DOG PARK; K-25-2411-DBB-3

PERFORMANCE BOND, LABOR AND MATERIALMEN'S BOND

FAITHFUL PERFORMANCE BOND AND LABOR AND MATERIALMEN'S BOND:

Blue Pacific Engineering Construction, Inc, a corporation, as principal, and NATIONWIDE MUTUAL INSURANCE COMPANY, a corporation authorized to do business in the State of California, as Surety, hereby obligate themselves, their successors and assigns, jointly and severally, to The City of San Diego a municipal corporation in the sum of **Three Million Four Hundred Eleven Thousand Two Hundred Dollars and Zero Cents (\$3,411,200.00)** for the faithful performance of the annexed contract, and in the sum of **Three Million Four Hundred Eleven Thousand Two Hundred Dollars and Zero Cents (\$3,411,200.00)** for the benefit of laborers and materialmen designated below.

Conditions:

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

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

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

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

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

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

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

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

BLUE PACIFIC
ENGINEERING CONSTRUCTION, INC.
CONTRACTOR

By: [Signature]

Print Name: SHAHRAM ELIHU, PRESIDENT

Date: 7/16/25

THE CITY OF SAN DIEGO

By: [Signature]

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

Date: 11/14/2025

NATIONWIDE
SURETY MUTUAL INSURANCE COMPANY

By: [Signature]

Print Name: SANDRA FIGUEROA, ATTORNEY-IN-FACT
Attorney-In-Fact

Date: JULY 15, 2025

500 NORTH BRAND BOULEVARD, SUITE 2000
GLENDAL, CA 91203

Local Address of Surety

949/606-3819

Local Phone Number of Surety

\$30,887.00 PREMIUM IS FOR CONTRACT TERM
AND IS SUBJECT TO ADJUSTMENT
BASED ON FINAL CONTRACT PRICE

Premium

7901227398

Bond Number

APPROVED AS TO FORM
Heather Ferbert, City Attorney

By: [Signature]

Print Name: Ray Palmieri
Deputy City Attorney

Date: 11/17/2025

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 DIEGOOn 7-15-25 before me, MICHELE KIRSTEN GIESING, NOTARY PUBLIC
Date Here Insert Name and Title of the Officerpersonally appeared SANDRA FIGUEROA

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

A handwritten signature in blue ink, appearing to be "MG" or similar initials.

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: SANDRA FIGUEROA☐ Corporate Officer – Title(s): _____☐ Partner – ☐ Limited ☐ General☐ Individual ☒ Attorney in Fact☐ Trustee ☐ Guardian of Conservator☐ Other: _____

Signer is Representing: _____

Signer's Name: _____

☐ Corporate Officer – Title(s): _____☐ Partner – ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian of Conservator☐ Other: _____

Signer is Representing: _____

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation

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

HELEN MALONEY; JOHN G MALONEY; MARK D IATAROLA; MICHELE KIRSTEN GIESING;
SANDRA FIGUEROA;

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

UNLIMITED

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

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

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

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

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

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

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 1st day of April, 2024.

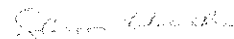
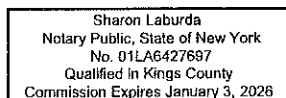


Antonio C. Albanese, Vice President of Nationwide Mutual Insurance Company

ACKNOWLEDGMENT

STATE OF NEW YORK COUNTY OF KINGS: ss

On this 1st day of April, 2024, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.



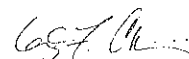
Notary Public
My Commission Expires
January 3, 2026

CERTIFICATE

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

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this 15TH day of

JULY 2025



Assistant Secretary

ATTACHMENTS

ATTACHMENT A
SCOPE OF WORK

SCOPE OF WORK

1. **SCOPE OF WORK:** Construction of Rancho Bernardo Community Park Dog Park and ADA Improvements, as outlined in Plans numbered 0100606-001-D through 0100606-113-D, and these specifications, inclusive, shall include but not be limited to the construction of improvements at Rancho Bernardo Community Park to include accessible cast-in-place concrete paving, artificial turf, shade structures, drinking fountains, dog park boulders and log agility equipment, fencing, planting, irrigation, site furnishings, and other items, as specified in the Plans, Contract Documents, and SSP.

1.1. The Work shall be performed in accordance with:

- 1.1.1. The Notice Inviting Bids and Plans numbered **0100606-001-D through 0100606-113-D**, inclusive. The PDFs of the Plans can be found in the link below:

https://drive.google.com/drive/folders/10BizJpBIQ5PNbHMIbudHxn2w6ZhIphOZ?usp=drive_link

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

See **Appendix E – Location Map**

3. **CONTRACT TIME:** The Contract Time, including the Plant Establishment Period, for completion of the Work shall be **404 Working Days from the date of issuance of Notice to Proceed**.

ATTACHMENT B

RESERVED

ATTACHMENT C
EQUAL OPPORTUNITY CONTRACTING PROGRAM

EQUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP)

SECTION A - GENERAL REQUIREMENTS

A. INTRODUCTION.

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

B. GENERAL.

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

C. DEFINITIONS.

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

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

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

D. CITY'S EQUAL OPPORTUNITY COMMITMENT.

1. Nondiscrimination in Contracting Ordinance.

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

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

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

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

E.

EQUAL EMPLOYMENT OPPORTUNITY OUTREACH PROGRAM.

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

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

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

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

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

F. SUBCONTRACTING.

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

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

G. LISTS OF SUBCONTRACTORS AND SUPPLIERS.

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

H. SUBCONTRACTOR AND SUPPLIER SUBSTITUTIONS.

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

Subcontractor or Supplier stating that they (the Subcontractors or Suppliers) release all interest in working on the Project and written confirmation from the new Subcontractor or Supplier stating that they agree to work on the Project along with the dollar value of the Work to be performed.

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

substantially unsatisfactory and not in substantial accordance with the Plans and specifications or that the Subcontractor or Supplier is substantially delaying or disrupting the progress of the Work.

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

I. PROMPT PAYMENT.

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

Subcontractor in the event of a dispute involving late payment or nonpayment by the Prime Contractor, deficient subcontract performance, or noncompliance by a Subcontractor.

J. PROMPT PAYMENT OF FUNDS WITHHELD TO SUBCONTRACTORS.

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

K. CERTIFICATION.

1. The City accepts certifications of DBE, DVBE, MBE, SDBE, SWBE, or WBE by any of the following certifying agencies:
 - a) Current certification by the State of California Department of Transportation (CALTRANS) as DBE, SDBE, 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 and Office of Labor Standards & Enforcement (OLSE) Prevailing Wage Unit 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/slbegeinst.pdf>
6. The current list of certified SLBE-ELBE firms and information for completing the GFE submittal can be found on the City's EOC Department website:
<http://www.sandiego.gov/eoc/programs/slbe>
7. These requirements may be waived, at the City's sole discretion, on projects deemed inappropriate for subcontracting participation.

B.

DEFINITIONS.

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

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

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

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

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

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

C. SUBCONTRACTOR PARTICIPATION.

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

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

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

D. SLBE-ELBE SUBCONTRACTOR PARTICIPATION PERCENTAGES.

- 1. Contracts valued at \$1,500,000 and above will be considered Major Public Works Contracts and will include a mandatory Subcontractor participation requirement for SLBE-ELBE firms.
 - a) The Bidder shall achieve the mandatory Subcontractor participation requirement or demonstrate GFE.
 - b) The Bidders shall indicate the participation on Forms AA35 - List of Subcontractors and AA40 - Named Equipment/Material Supplier List as applicable regardless of the dollar value.
 - c) An SLBE-ELBE Bidder may count its own participation toward achieving the mandatory goal as long as the SLBE-ELBE Bidder performs 51% of the Contract Price.
- 2. Contracts Valued over \$1,000,000 and under \$1,500,000 will also be considered Major Public Works Contracts and will include the mandatory subcontractor participation requirements described above and the following:
 - a) 5% bid discount for SLBE-ELBE firms.
 - b) Non-certified Contractor will receive 5% bid discount if they achieve the specified mandatory Subcontracting participations.

- c) Bid discounts shall not apply if the award will result in a total contract cost of \$50,000 in excess of the apparent lowest Bid.
 - d) In the event of a tie bid between a SLBE-ELBE Bidder and a non-SLBE-ELBE Bidder, the SLBE-ELBE Bidder will be awarded the Contract.
 - e) In the event of a tie bid between a discounted Bid and a non-discounted Bid, the discounted Bid will be awarded the Contract.
- 3. Contracts valued over \$500,000 up to \$1,000,000 will be considered Minor Public Works Contracts and will be awarded through a competitive Bid process open only to City certified SLBE-ELBE firms. If there are no bidders or no responsible bidders, the Contract will be made available to all Bidders and will be subject to requirements listed in items 1 and 2 for Major Public Works Contracts above.
 - 4. Contracts valued at \$500,000 and below will also be considered Minor Public Works Contracts and will be awarded through a competitive bid process open only to City certified ELBEs unless there are less than 2 firms available at which it will be awarded through a competitive process open only to the City certified SLBE-ELBE firms. If there are no bidders or no responsible bidders, the Contract will be made available to all Bidders and subject to requirements listed in items 1 and 2 for Major Public Works Contracts above.

E. JOINT VENTURES.

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

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

F. MAINTAINING PARTICIPATION LEVELS.

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

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

G. SUBCONTRACTING EFFORTS REVIEW AND EVALUATION.

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

H. GOOD FAITH EFFORT DOCUMENTATION.

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

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

I. SUBCONTRACTOR SUBSTITUTION.

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

J. FALSIFICATION OF SUB-AGREEMENT AND FRAUD.

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

K. RESOURCES.

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

ATTACHMENT D
PREVAILING WAGE

PREVAILING WAGE

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

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

- 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 5:00 PM, Monday through Friday**, inclusive. Saturdays, Sundays, and City Holidays are excluded. Unless otherwise specified on the Traffic Control Permits.

SECTION 2 - SCOPE OF THE WORK

2-2 PERMITS, FEES, AND NOTICES.

2-2.1 Building Permits. To the "WHITEBOOK", ADD the following:

3. You shall obtain the following permit:
 - a) Building permit for Shade Structure

SECTION 3 – CONTROL OF THE WORK

ADD:

- 3-0 SITE OBSERVATION VISITS.** Observations herein specified shall be made by the City. The Contractor shall request site observations 48 hours minimum in advance of the time observation is required.

Site observations shall be required for the following parts of the work (completed portions of work shall be combined for single observation visit whenever possible):

- 1) Prior to commencing grading, a preconstruction conference should be held at the site with the City, grading contractor, civil engineer, and landscape architect in attendance.
- 2) Review of paving and site furnishing samples.
- 3) Review and approval of layout of concrete formwork.
- 4) Review of existing irrigation systems, operation and coverage.
- 5) Review and approval of all proposed locations of sleeves, conduits, control wire routing, pressure supply line, manual and automatic control valves (manifold locations), pull boxes, automatic controller and sprinkler heads.
- 6) Review of operation of automatic irrigation valves and manual valves.
- 7) Review of irrigation mainline, lateral line pressure tests.
- 8) Review of irrigation swing joint assembly installation.
- 9) Sprinkler coverage tests (provide automation from controller at time of test).
- 10) Review of resilient play surfacing wear-coat layer after placement and prior to being fully cured, when still able to be manipulated.
- 11) Upon delivery of plant materials to the project site.
- 12) When plants are spotted in place for planting, but before planting holes are excavated. Where trees are proposed to be located within existing rotor irrigation zones, they must be spotted by the Landscape Architect according to providing sufficient distance from rotors.
- 13) Incorporation of soil conditioner and fertilizer into the soil and upon completion of fine grading prior to planting.
- 14) When all specified work, except the maintenance period has been completed. Acceptance and written approval of completed work shall establish the beginning of the maintenance and plant establishment period.
- 15) At the completion of the maintenance and plant establishment period. This final site observation visit shall establish the beginning date for the plant material guarantee period, and irrigation material and installation guarantee period.
- 16) See "Park Construction Inspection Stages", sheet G102 for additional inspections

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

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

3-4 **AUTHORITY OF THE BOARD AND THE ENGINEER.** To the "WHITEBOOK", ADD the following:

4. See **Appendix I - Sample Contractor Performance Evaluation Form.**

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

1. Use Bentley Connect ORD Version 10.12 format with the ability to convert to AutoCAD for the preparation of Plans and As-Built drawings in accordance with the City's CADD Standards.

ADD:

3-8.4.1 **Samples and Mock Ups.** Contractor shall provide samples of the following materials in the quantities required for approval by City and in coordination with the Landscape Architect. Materials shall be delivered 60 days minimum prior to their incorporation into the work.

- 1) Shade Structure color swatches for each color listed (Sheet 0100606-075-D, L114). Written confirmation of coating/corrosion warranty provided by manufacturer – see sheet L114 for additional information on manufacturer coating responsibility and Contractor's coating responsibility.
- 2) Chain Link Fence material/color data sheet (Sheet 0100606-075-D, L114)
- 3) Snake Fence material/data sheet, mock up (Sheet 0100606-075-D, L114)
- 4) Bark Mulch (wood chips) sample (Sheet 0100606-110-D, L314), provide 1 Gallon clear plastic bag with name of product written on outside of bag
- 5) Concrete mock up(s) (Sheet 0100606-074-D, L113)
- 6) Synthetic Turf material/color data sheet, sample (Sheet 0100606-074-D, L113)
- 7) Stabilized Decomposed Granite material/color/sieve data sheet, sample (Sheet 0100606-074-D, L113), provide 1 Gallon clear plastic bag with name of product written on outside of bag
- 8) Class A Topsoil material/data sheet (sheet 0100606-D-109, L313)

ADD:
3-8.4.2

Specialty Items.

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

- 1) Site Furnishings (including, but not limited to site map, shade structure, chain link fence, accessible drinking fountain, accessible picnic table, snake fence, dog bowl)
- 2) Photographs and sources for boulders (including tape measure in each photo for scale reference)
- 3) Photographs and nursery sources for all trees and shrubs
- 4) Agricultural Suitability & Fertility Analysis Report

3-9

TECHNICAL STUDIES AND SUBSURFACE DATA. To the "WHITEBOOK", ADD the following:

5. In preparation of the Contract Documents, the designer has relied upon the following reports of explorations and tests at the Work Site:
 - a) Geotechnical Investigation for Rancho Bernardo Community Park Improvements dated Sept 2, 2022 by NOVA Services, Inc.
 - b) Geotechnical Addendum for Rancho Bernardo Community Park Improvements dated January 19, 2023 by NOVA Services, Inc.
 - c) Plan Review for Rancho Bernardo Community Park Dog Park and ADA Improvements dated March 29, 2024 by NOVA Services, Inc.
 - d) Structural Design Calculations for Rancho Bernardo Community Park dated September 21, 2023 by Peterson Structural Engineers.
6. The reports listed above are available for review at the following link:

<https://drive.google.com/drive/folders/16HaPEWzx9FmBdchjGLzbldxWoHU05FEp?usp=sharing>

3-10

SURVEYING. To the "GREENBOOK" and "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

3-10

SURVEYING (DESIGN-BID-BUILD).

3-10.1

General.

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

3-10.2 Survey Services Provided by City.

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

3-10.3 Payment.

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

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	\$10,000,000
Products/Completed Operations Aggregate Limit	\$10,000,000
Personal Injury Limit	\$5,000,000
Each Occurrence	\$5,000,000

5-4.2.2 Commercial Automobile Liability Insurance.

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

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

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

5-4.2.6 Contractors Builders Risk Property Insurance.

1. You shall provide at your expense, and maintain until Final Acceptance of the Work, a Special Form Builders Risk Policy or Policies. This insurance shall be in an amount equal to the replacement cost of the completed Work (without

deduction for depreciation) including the cost of excavations, grading, and filling. The policy or policies limits shall be 100 percent of the value of the Work under this Contract, plus 15 percent to cover administrative costs, design costs, and the costs of inspections and construction management.

2. Insured property shall include material or portions of the Work located away from the Site but intended for use at the Site and shall cover material or portions of the Work in transit. The policy or policies shall include as insured property scaffolding, falsework, and temporary buildings located at the Site. The policy or policies shall cover the cost of removing debris, including demolition.
3. The policy or policies shall provide that all proceeds shall be payable to the City as Trustee for the insured, and shall name the City, the Contractor, Subcontractors, and Suppliers of all tiers as named insured. The City, as Trustee, will collect, adjust, and receive all monies that become due and payable under the policy or policies, may compromise any and all claims, and will apply the proceeds of this insurance to the repair, reconstruction, or replacement of the Work.
4. Any deductible applicable to the insurance shall be identified in the policy or policies documents. The responsibility for paying the part of any loss not covered because of the deductibles shall be apportioned among the parties, except for the City, as follows: if there is more than one claimant for a single occurrence, then each claimant shall pay a pro-rata share of the per occurrence deductible based upon the percentage of their paid claim to the total paid for insured. The City shall be entitled to 100 percent of its loss. You shall pay the City any portion of the loss not covered because of a deductible; at the same time the proceeds of the insurance are paid to the City as Trustee.
5. Any insured, other than the City, making claim to which a deductible applies shall be responsible for 100 percent of the loss not insured because of the deductible.

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

1. For Contracts with required engineering services, including Design-Build and preparation of engineered Traffic Control Plans (TCP) by you, you shall keep or require all of your employees and Subcontractors, who provide professional engineering services under Contract, to provide to the City proof of Professional Liability coverage with a limit of no less than **\$1,000,000** per claim and **\$2,000,000** aggregate per policy period of one year.
2. You shall ensure the following:
 - a) The policy retroactive date is on or before the date of commencement of the Project.
 - b) The policy will be maintained in force for a period of three years after completion of the Project or termination of the Contract, whichever

occurs last. You agree that, for the time period specified above, there will be no changes or endorsements to the policy that affect the specified coverage.

3. If professional engineering services are to be provided solely by the Subcontractor, you shall:
 - 1 Certify this to the City in writing, and
 - 2 Agree in writing to require the Subcontractor to procure Professional Liability coverage in accordance with the requirements set forth here.

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

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

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

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

5-4.5 Policy Endorsements.

5-4.5.1 Commercial General Liability Insurance.

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

1. Ongoing operations performed by you or on your behalf,
2. your products,

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

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

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

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

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

5-4.5.5 Builders Risk Endorsements.

5-4.5.5.1 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 that arise from Work performed by the Named Insured for the City.

5-4.5.5.2 Builders Risk – Partial Utilization. If the City desires to occupy or use a portion or portions of the Work prior to Acceptance,, the City will notify you, and you shall immediately notify your Builder's Risk insurer and obtain an endorsement that the policy or policies shall not be cancelled or lapse on account of any use or occupancy. You shall obtain the endorsement prior to the City's occupation and use.

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 in **Appendix D – Sample City Invoice** and use the format shown.
4. The **90 Calendar Day** Plant Establishment Period is included in the stipulated Contract Time and shall begin with the acceptance of installation of the vegetation plan in accordance with Section 801-6, “MAINTENANCE AND PLANT ESTABLISHMENT”.

ADD:

6-6.1.1 Environmental Document.

1. The City of San Diego has prepared a **Notice of Exemption** for **Rancho Bernardo Community Park Dog Park and ADA Improvements**, Project No. **L-20000.2.02.06**, 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:

4. Payment for the Lump Sum Bid item for “**Construction of Rancho Bernardo Community Park Dog Park and ADA Improvements**” shall be per plans numbered 0100606-001-D through 0100606-113-D, and these specifications, inclusive, shall include, and not be limited to, the construction of improvements at Rancho Bernardo Community Park to include accessible cast-in-place concrete paving, artificial turf, shade structures, drinking fountains, dog park boulders and log agility equipment, fencing, planting, irrigation, site furnishings, and other items, as specified in the Plans, Contract Documents, and SSP.
5. The Allowance Bid Item for “**Construction Fencing**” includes payment for fencing to be installed as needed during construction.
6. The Lump Sum Bid Item for “**Bio Monitoring**” includes payment for biological monitoring for the portion of work within the dog park and adjacent to the MHPA.
7. The Lump Sum Bid Item for “**Geotech Monitoring**” includes payment for geotechnical monitoring during construction operations.

7-3.9

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

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

**TABLE 7-3.9
FIELD ORDER LIMITS**

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

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

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

SECTION 8 - FACILITIES FOR AGENCY PERSONNEL

8-2 FIELD OFFICE FACILITIES. To the "WHITEBOOK", ADD the following.

2. Provide a Class "D" Field Office.

SECTION 201 - CONCRETE, MORTAR AND RELATED MATERIALS

201-1.1.2 Concrete Specified by Class and Alternate Class. To the "GREENBOOK", Table 201-1.1.2, Street Surface Improvements section, DELETE in its entirety and SUBSITITUTE with the following:

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

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

201-1.1.6.3 Mix Design. To the "WHITEBOOK", ADD the following:

2. For Footings:

- a) All concrete materials shall be proportioned to produce a workable mixture in which the water content will not exceed the maximum specified.
- b) All concrete except as noted otherwise on the drawings shall have 3,250 psi 28-day compressive strength and a maximum water/cement ratio of 0.45. Up to a maximum of 15% of cementitious material may be fly ash in accordance with ASTM C618.
- c) If the concrete mix designs specified herein have not been used previously by the ready-mix supplier or if directed by the Engineer, mix proportions and concrete strength curves for regular cylinder tests, based on the relationship of 7, 14, and 28 day strengths versus slump values of two (2), four (4), and six (6) inches, all conforming to these Special Provisions, shall be established by an approved ready-mix supplier or an independent testing laboratory. A laboratory independent of the ready-mix supplier shall be required to prepare and test all concrete cylinders.
- d) Testing of concrete and materials shall be borne by the Owner, except when materials do not meet specified requirements, in which case such costs shall be borne by the Contractor.
- e) The exact proportions by weight of all materials entering into the concrete delivered to the jobsite shall conform to the approved mix design unless specifically so directed by the Engineer or Laboratory for improved specified strength or desired density, uniformity and workability.
- f) The proportions of such mix design shall be based on a full cubic yard of hardened concrete.
- g) Ready-mix companies or jobsite batch plants shall furnish delivery tickets, signed by a Certified Weighmaster, on which each shall state the weight of aggregates, sand, cement, admixtures and water and the number of cubic yards of concrete furnished, which will be compared against the approved mix design.
- h) There shall be no variation in the weights and proportions of materials from the approved mix design.
- i) There shall be no variation in the quality and source of materials once they have been approved for the specific mix design.

201-1.2.1 Cement To the "WHITEBOOK", ADD the following:

5. For Footings:
 - a) Contractor shall furnish a Certificate of Compliance for the cement.
 - b) Cement shall be stored to protect against contamination and moisture. Should any cement show evidence of contamination or be otherwise unsuitable, the Engineer may reject it and require that it be removed from the site.
 - c) Cement used in concrete for any individual structure shall be of the same brand and type, unless otherwise approved by the Engineer.

201-1.2.2 Aggregates. To the "GREENBOOK", ADD the following:

1. For Footings:

ASTM C33 and as herein specified. Provide aggregates from a single source for all exposed concrete.

Local aggregates not complying with ASTM C33 but which have shown by special test or actual service to produce concrete of adequate strength and durability may be used when acceptable to the Engineer. Contractor shall provide compression strength tests to prove strength and durability.

 - A. Fine Aggregate - Clean, sharp, natural sand free from loam, clay, lumps or other deleterious substances. Dune sand, bank-run sand and manufactured sand are not acceptable.
 - B. Coarse Aggregate - Clean, uncoated, processed aggregate containing no clay, mud, loam or foreign matter, as follows:
 1. Crushed stone processed from natural rock or stone.
 2. Washed gravel, either natural or crushed. Use of pit or bank-run gravel is not permitted.
 3. Maximum Aggregate Size - Not larger than one-fifth (1/5) of the narrowest dimensions between sides of forms, one-third (1/3) of the depth of slabs, nor three-fourths (3/4) of the minimum clear space between individual reinforcing bars or bundles of bars.
 - C. Aggregate for exposed aggregate concrete shall consist of selected aggregate of washed clean river gravel in color range of medium to dark in browns and grays; material uniformly sized 5/8-inch to 3/4-inch.

ADD:

201-1.2.7

Concrete Sealers.

1. Concrete Sealer shall conform to the following specifications:
 - a) Product: Davis Color Seal II with integral tint to match color TBD, or approved equal
 - b) Manufacturer: Davis Colors, 1-800-356-4848 www.daviscolors.com, or approved equal
 - c) When to Apply: After concrete has FULLY cured, ~ 28 days.
 - d) Surface Preparation: Power wash clean of compounds, oil, and debris. Allow surfaces to DRY completely.
 - e) Spray Applicator Guidelines: Airless Spray: 1500-2500 psi with 0.013-0.015 inch fan tip.
 - f) HVLP Spray: 5-40 psi with 1.3-1.5mm tip.
 - g) Dried Color: Semi-gloss semi-transparent
 - h) Coating: Uniform
 - i) Coverage: 300 Sq. Ft/Gal. for rough concrete; 400 Sq. Ft/Gal. for smooth concrete
 - j) VOC Content: Meet ASTM C 309 Requirements <100g/L (0.82./gal.)
 - k) Second Coat: Per manufacturer recommendations.
 - l) Drying Time: Min. 24 hrs. foot traffic
 - m) Temperature: Apply above 45°F, Store from 45°F - 120°F
 - n) Shelf Life: 1 Year
2. Concrete Sealer shall be designed for application on interior/ exterior natural concrete and integral colored concrete of variable architectural finishes. Sealer shall be suitable for freshly placed (CIP or PIP) or existing concrete with little to no alteration of concrete color. When dry, sealed surface shall resist staining from other construction materials and common food products. Sealer shall be slip resistant.
3. A brushed, rolled or sprayed method of application shall leave the finish surface with adequate wet and dry slip resistance. The method of application shall be approved by the Landscape Architect or the Engineer.
4. Sealer shall leave no visible material between the concrete surface and sealer. The sealer shall be absorbed and locked into the pores surfaces and installed per manufacturer's directions.
5. Contractor shall prepare concrete paving surfaces per Davis Color Seal II product specifications or approved equal.

6. Contractor shall apply sealer Davis Color Seal II per product specifications or approved equal.
7. Sealer shall be applied to half of all concrete mock ups 28 days after curing time for review of performance and adherence to finishes.

ADD:

201-2.2.4 Steel Reinforcement for Footings.

1. Supports for Reinforcement

Provide supports for reinforcement including bolsters, chairs, spacers, and other devices for spacing, supporting and fastening reinforcing bars in place. For slabs-on-grade, use supports with sand plates or horizontal runners where wetted base materials will not support chair legs. For exposed-to-view concrete surfaces, where legs of supports are in contact with forms, provide supports with legs that are hot-dip galvanized, after fabrication, or plastic protected or stainless steel protected.

2. Reinforcing Supports

All horizontal reinforcing shall be supported on approved chairs or supports to the specified height and locations.

ADD:

201-2.4.5 Tie Wire.

Tie wire shall be 16 gauge, black annealed.

ADD:

201-4.4 Concrete Curing Materials for Footings.

Concrete curing materials for footings shall be in accordance with ACI 301 Section 5 and ACI 308.1 Section 2.

1. Water-based resin curing compound. W.R. Meadows, Inc. 1100; Euclid Kurez DR VOX; or approved equal.
2. Acrylic curing and sealing compound. W.R. Meadows, Inc. CS-309-30, or approved equal.
3. Water emulsion acrylic curing and sealing compound formulated of acrylic polymers of water-based carrier. W.R. Meadows, Inc. VOCOMP-20, Euclid Luster Seal WB, or approved equal.

SECTION 203 - BITUMINOUS MATERIALS

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

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

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

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

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

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

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

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

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

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

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

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

Aggregate gradation must be determined before the addition of asphalt binder and must include supplemental fine aggregates. Test for aggregate gradation under

AASHTO T 27. Do not wash the coarse aggregate. Wash the fine aggregate only. Use a mechanical sieve shaker. Aggregate shaking time must not exceed 10 minutes for each coarse and fine aggregate portion. Choose a TV within the TV limits shown in the tables titled "Aggregate Gradations." Gradations are based on nominal maximum aggregate size.

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

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

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

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

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

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

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

Table 203-6.2.5.3

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

^a Maximum mechanical shaking time is 10 minutes.

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

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

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

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

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

For startup of a project:

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

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

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

Quality Characteristic	Test Method	Minimum Frequency
Asphalt binder content	AASHTO T 308, Method A	1 per day with a minimum of 500 tons
Aggregate Gradation – combined with RAP	California Test 384	1 per day with a minimum of 100 tons

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

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

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

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

Table 203-6.2.5.5

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

^a Average uncorrected binder content of 3 ignition oven tests performed.

^b Average maximum specific gravity reported on the JMF.

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

203-6.3.1 General.

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

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

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

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

ADD:

203-6.3.3

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

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

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

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

ADD:**203-6.4.5 Miscellaneous Areas and Dikes.** For miscellaneous areas and dikes:

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

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

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

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

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

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

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

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

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

HMA additive, the meter must have an automatic and integral material delivery control system for the refill cycle.

Calibrate the loss-in-weight meter by:

- 1. Including at least 1 complete system refill cycle during each calibration test run
- 2. Operating the device in a normal run mode for 10 minutes immediately before starting the calibration process
- 3. Isolating the scale system within the loss-in-weight feeder from surrounding vibration
- 4. Checking the scale system within the loss-in-weight feeder for accuracy before and after the calibration process and daily during mix production
- 5. Using a minimum 15 minute or minimum 250 lb. test run size for a dry ingredient delivery rate of less than 1 ton per hour
- 6. Complying with the limits of City's Conveyor Scale Testing

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

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

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

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

SECTION 206 - MISCELLANEOUS METAL ITEMS

ADD:
206-8 **ACCESSIBLE SIGNAGE.**

206-8.1 **General.**

- 1. Signs shall be fabricated in conformance with the City of San Diego Standard Drawings SDM-117 and M-45. Signs shall include:
 - a) Accessible Parking Sign
 - b) Tow Away Sign

ADD:

SECTION 219 - SITE FURNISHINGS

Contractor shall provide shop drawings, manufacturer's cut sheets and specifications, including color charts, to the City for review and approval for all site furnishings. Location of all site furnishings shall be approved by the City.

All furnishings shall be as listed in the Drawings:

1. "Site Map" Sign
2. Shade Structure
3. Accessible Drinking Fountain
4. Accessible Picnic Table
5. Snake Fence
6. Dog Bowl
7. Chain Link Fence
8. Directional Signage
9. Bench

Concrete products manufactured by Outdoor Creations, Inc. or approved equal for Accessible Picnic Table.

1. Concrete mix design to include a mixture of Portland Cement, water, coarse and fine aggregates, pure mineral oxide coloring agents (when applicable) to yield a minimum compressive strength of 5000 psi.
2. Final product shall be reinforced with #4 and #5 rebar grid.
3. Product is cast in 1-piece with no assembly required.
4. Hairline cracks may develop over time. These are not structural failures, but inherent characteristics of the material itself.
5. Air pockets are a common occurrence in precast products. The frequency and size of air pockets are variable and to be expected, especially on vertical surfaces.
6. Concrete corners and edges will chip if not handled according to guidelines. Patch kits are available but may or may not blend and can be variable.
7. See Material and Finish Schedule (Sheet 0100606-075-D, L114) for color, material, and finish.

Payment for Site Furnishings shall be included in the lump sum price for **"Construction of Rancho Bernardo Community Park Dog Park and ADA Improvements"** and shall include full compensation for furnishing all labor, materials, tools, equipment, and all incidentals for doing all the work involved in installing Site Furnishings. No additional compensation will be allowed.

SECTION 300 - EARTHWORK

300-1 CLEARING AND GRUBBING.

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

10. Prior to submittal of a Bid for this Work, the Contractor shall inspect the project site to verify the magnitude and cost of all clearing and grubbing required to accomplish this Work. Clearing and grubbing shall also include the removal and disposal of all miscellaneous materials: Buried pavements and other materials, old subsurface pavements and other materials encountered under existing pavements, which are within designated excavation areas on the plans.

The work includes demolition and removal (unclassified demolition) of all materials and facilities indicated or specified. Do not begin demolition until authorization is received from the Engineer. Remove rubbish and debris daily, unless otherwise directed. Store materials that cannot be removed daily in areas approved by the Engineer.

In addition to the above items, clearing and grubbing shall include, but not be limited to the following items as shown on the plans or specified in these Special Provisions:

- a) Clearing and grubbing shall also include saw cutting, demolition, removal, and disposal of all existing improvements or otherwise required to perform the work, or as directed by the Resident Engineer
- b) Providing continuous pedestrian and vehicular access within the project area, and as directed by the Engineer.
- c) Saw cutting of concrete and asphalt concrete at joints and construction limits.
- d) Protection of existing improvements designated to remain in place. Contractor shall be responsible for replacement of any improvements damaged during clearing and grubbing or construction activities at no additional cost
- e) Prior to submittal of a Bid for this Work, the Contractor shall inspect the project site to verify the magnitude and cost of all clearing and grubbing to accomplish the Work.

300-2 UNCLASSIFIED EXCAVATION.

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

In general, the on-site soils are suitable for reuse as fill if free from vegetation, debris, rocks greater than 6", an expansion index less than 50 and other deleterious matter.

300-2.9

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

1. Unclassified Excavation shall include full compensation for furnishing all labor, materials, tools, equipment, and incidents, and for doing all the work involved in the excavation and embankments to achieve the subgrades and final grades as shown on the plans and as specified and as directed by the Engineer.
2. The contractor shall be required to prepare their own earthwork for bidding and construction purposes. Any reference to earthwork quantities on the plans is strictly for bonding purposes and shall not be used by the contractor for a price basis. No additional compensation for excavation, embankment, import, or export of material shall be allowed.
3. Payment for Unclassified Excavation shall be included in the lump sum price for **"Construction of Rancho Bernardo Community Park Dog Park and ADA Improvements"** and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in the excavation and embankments to achieve the subgrades and final grades as shown on the plans and as specified and as directed by the Engineer.

300-3.5.1

Requirements. To the "WHITEBOOK", ADD the following:

3. Bituminous pavement shall be cut and removed in such a manner so as not to tear, bulge or displace adjacent paving by use of construction machinery. Wheel type pressure cutters and drop hammer cutters will not be permitted for final edge cut. Sawcutting of edges to be joined is required. Where only the surface of existing bituminous pavement is to be removed, the method of removal shall be approved by the Engineer, and a minimum laying depth of 2 inches of new pavement material shall be provided at the join line. Where bituminous pavement adjoins a trench, the edges adjacent to the trench shall be trimmed to neat straight lines before resurfacing to ensure that all areas to be resurfaced are accessible to the rollers used to compact the subgrade or paving materials.
4. Miscellaneous materials: Buried pavements, old subsurface pavements and other materials encountered under existing pavements, which are within designated excavation areas on the demolition plans shall be removed.

ADD:

300-12**FINISH GRADING.**

1. Finish grades shall be measured at the top surface of materials.
2. The Contractor shall take every precaution to protect and avoid damage to underground utilities during his grading and conditioning operations.

3. The Contractor shall coordinate all drainage work with all other trades. Established site drainage shall be maintained by the Contractor during all phases of landscape construction.
4. Final finish grades shall ensure positive drainage of the site with all surface drainage away from trails, buildings, play areas, walls, and toward, drainage facilities, and catch basins or water courses.
5. Final grades shall be acceptable to the Resident Engineer. Grading operations shall conform with the Geotechnical Report.

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

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

1. Prior to the placement of any asphalt concrete or application of slurry, you shall complete all necessary preparation and repair Work and shall obtain approval by the Resident Engineer.
2. No preparatory asphalt Work shall be done when the atmospheric temperature is below 50° F (10° C) or during unsuitable weather.
3. Preparatory Work shall include tree trimming, weed spray, weed abatement, crack sealing, asphalt repair, cold milling, hump removal, lump removal, subgrade preparation and subgrade or base repair, removal of raised pavement markers, removal of pavement markings, location of public and private utilities and appurtenances, all Concrete works, and all other necessary works as specified in the Special Provisions and Contract Documents or as directed by the Engineer.
4. After the completion of the preparatory work, you shall install compacted asphalt concrete pavement according to the thickness specified in the Special Provisions and Contract Documents or a minimum of 2 inches (50.8 mm) for residential streets and a minimum of 3 inches (76.2 mm) for all other streets or as directed by the Engineer.
5. You shall identify the location of all utilities vaults, valves, and other appurtenances not included in the project scope requiring relocation or adjustment to grade by other agencies/companies by marking the face of the curb closest to the utility appurtenance as follows:
 - a. Offset distance of the appurtenance from the curb face
 - b. The limits of the appurtenance or corners of the vault/box
6. The quantities shown in the Contract Documents are based on a street assessment survey and may vary. The Engineer will designate the limits to be removed and prepared and these designated areas shall be considered to take precedence over the areas shown in the Contract Documents.

7. You shall repair areas of distressed asphalt concrete pavement by milling or removing damaged areas of pavement to a minimum depth of 2 inches (50.8 mm) for residential streets and a minimum depth of 3 inches (76.2 mm) for all others except where specified otherwise in the Special Provisions and Contract Documents or as directed by the Engineer to expose firm and unyielding pavement as specified.
8. If, in order to achieve the minimum specified depth, the base material or native subgrade is exposed, you shall notify the Engineer the material shall be compacted to 95% relative compaction.
9. Compaction tests shall be made to ensure compliance with the specifications.
10. The QCP shall establish location and timing of compaction testing and shall be subject to approval by the Engineer. You shall reimburse the City for the cost of retesting failing compaction tests conducted as part of the City of San Diego Quality Assurance testing.
11. If additional base material is required, you shall use Class 2 aggregate base in accordance with 200-2.9.1, "Class 2 Aggregate Base (Scheduled, 5 Inch)" and "Class 2 Aggregate Base (Unscheduled, 5 Inch)" or as directed by the Engineer.
12. Prior to placement of compacted asphalt concrete pavement, you shall prepare the subgrade as needed and install a minimum of 2 or 3 inches as specified in the contract documents and special provisions, of compacted asphalt concrete pavement over native material as directed by the Engineer.
13. Areas of damaged asphalt requiring base repair work including excavation, placement of asphalt concrete, asphalt concrete base, and Class 2 aggregate base, have been identified in the Contract Documents as "DO", Dig Out, also called Base Repairs.
14. When applicable, the areas and quantities shown in the Contract Documents are given only for the Contractor's aid in planning the Work and preparing Bids. You shall identify any new areas that require repair prior to paving in order to construct a smooth and stable pavement surface. Upon approval by the engineer, the repair locations shall be incorporated into scope of work and shall not be considered extra work. You shall mark the pavement area as "DO" or as directed by the Engineer.
15. Prior to replacing asphalt, the area shall be cleaned by removing all loose and damaged material, moisture, dirt, and other foreign matter and shall be tack coated in accordance with 302-5.4, "Tack Coat".
16. When milling and/or grinding asphalt pavement for base repair and the contractor encounters level and unyielding PCC trench caps or appurtenance collars before reaching the minimum depth of 2 inches, then the You shall place enough asphalt concrete pavement to bring the surface to be level with the adjacent roadway. Asphalt Concrete Base shall be Type III-B3-PG 64-10 and Asphalt Concrete Pavement shall be Type III-C2-PG 64-10 as directed by the Engineer.

17. You shall install new asphalt within the repair area or for patches in accordance with 302-5, "ASPHALT CONCRETE PAVEMENT". Asphalt concrete shall be Type III-C2-PG 64-10 in compliance with 203-6.3.1, "General".
18. Recycled base material shall conform to Class 2 aggregate Base material in accordance with 200-2.4, "Class 2 Aggregate Base (Scheduled, 5 Inch)" and "Class 2 Aggregate Base (Unscheduled, 5 Inch)".
19. Following the asphalt placement, you shall roll the entire area of new asphalt in both directions at least twice. The finished patch shall be level and smooth in compliance with 302-5.6.2, "Density and Smoothness". After placement and compaction of the asphalt patch, you shall seal all finished edges with a 4 inch (101.6 mm) wide continuous band of SS-1H.
20. Materials removed, regardless of removal method, shall be disposed of at a legal site.
21. The minimum dimensions for each individual repair shall be 4 feet by 4 feet (1.2 m by 1.2 m) and shall be subject to the following conditions:
 - a) If the base material is exposed, to achieve the required minimum removal thickness, the base material shall be prepared conforming to 301-1, "SUBGRADE PREPARATION".
 - b) Base repairs shall have a minimum depth of 10".
 - c) You shall repair the areas shown in the Contract Documents of distressed asphalt concrete to remove damaged areas of pavement in accordance with 404-1, to expose firm and unyielding pavement, base, or native soils, regardless of materials encountered. Unyielding pavement will have no visible cracks and unyielding base, or native soils will be properly compacted, as determined by the Engineer. If cracks are visible, then pavement is not unyielding and shall require additional depth be removed as directed by the Engineer. The Contractor shall prepare subgrade as needed and install a maximum of 5" compacted asphalt concrete pavement over the compacted base material to be level with the adjacent roadway surface.
 - d) When additional base material is required, then you shall use Class 2 aggregate base in accordance with 200-2.4, "Class 2 Aggregate Base (Scheduled, 5 Inch)" and "Class 2 Aggregate Base (Unscheduled, 5 Inch)" or as directed by the Engineer.
 - e) Recycled base material shall conform to Class 2 aggregate base material in accordance with 200-2.4, "Class 2 Aggregate Base (Scheduled, 5 Inch)" and "Class 2 Aggregate Base (Unscheduled, 5 Inch)".
 - f) You may use grinding as a method for removal of deteriorated pavement when the areas indicated for removal are large enough (a minimum of the machine drum width) and when approved by the Engineer.

- g) For both scheduled and unscheduled base repairs, failed areas may be removed by milling or by excavation provided that the edges are cut cleanly with a saw. The areas shall be cleaned, and tack coated in accordance with 302-5.4, "Tack Coat" before replacing the asphalt pavement. Please refer to the Contract Documents.
- h) Base repair areas where failed pavement is removed either by cold milling or by excavation shall be restored to existing pavement grade with "Class 2 Aggregate Base (Scheduled, 5 Inch)" and "Class 2 Aggregate Base (Unscheduled, 5 Inch)" at 5 inches, and 5 inches of "Asphalt Concrete Base" shall be placed atop the layer of "Class 2 Aggregate Base (Scheduled, 5 Inch)" and "Class 2 Aggregate Base (Unscheduled, 5 Inch)" unless otherwise directed by the Engineer. These areas have been identified in the Contract Documents as "DO". The Crushed Miscellaneous Base shall be in accordance with 200-2.9, "Class 2 Aggregate Base (Scheduled, 5 Inch)" and "Class 2 Aggregate Base (Unscheduled, 5 Inch)" The "asphalt concrete base" shall be Type III-B3-PG 64-10 as specified in 203-6, "ASPHALT CONCRETE". "General" Preliminary quantities are identified in the Contract Documents but may need to be increased and approved by the Engineer at the time of construction. Base Repairs shall not exceed 25% RAP in content.
- i) Base repair with asphalt concrete base areas where failed pavement is removed either by cold milling or by excavation shall be restored to existing pavement grade with Asphalt Concrete Base at 8 inch (203.2mm) and a minimum of 2 or 3 inches of asphalt concrete shall be placed atop the layer of Asphalt Concrete Base unless otherwise directed by the Engineer. The asphalt concrete base shall be Type III-B3-PG 64-10 as specified in 203-6, "ASPHALT CONCRETE." The asphalt concrete shall be Type III-C2-PG 64-10 as specified in 203-6, "General". Base Repairs shall not exceed 25% RAP in content. Base Repairs with Asphalt Concrete Base shall not be performed except where directed by the Engineer.
- j) A Base repair identified prior to initiation of the preparatory work shall be considered scheduled.
- k) A base repair is considered unscheduled when it is not identified in the Contract Documents as "DO" prior to initiation of preparatory work or when you are directed by the Engineer to perform an unscheduled base repair for the proper placement of an asphalt overlay.
- l) At the end of each day the Contractor shall submit to the Engineer an itemized list of the asphalt pavement and base repair work completed. The list shall include but not be limited to the location of the work, the exact square footage of the repair, cubic yards of excavation, tons of asphalt concrete base placed, and tons of Class 2 aggregate base material placed or as directed by the Engineer.

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

1. The demolition, removal, and disposal of various types of existing hardscape in parkway areas, such as colored concrete, bricks, flagstone in the parkway or right-of-way, shall be included in the lump sum price for **"Construction of Rancho Bernardo Community Park Dog Park and ADA Improvements"**. When required, hardscape in parkways shall be replaced with Class A Top Soil or as directed by the Engineer.
2. The payment for the preparatory works shall be included in the lump sum price for **"Construction of Rancho Bernardo Community Park Dog Park and ADA Improvements"**.
3. The areas and quantities shown in the Contract Documents are given only for the Contractor's aid in planning the Work and preparing Bids. The Engineer will designate the limits to be removed and prepared and these designated areas shall be considered to take precedence over the areas shown in the Contract Documents. No payment shall be made for areas of over excavation as determined by the Engineer.
4. Asphalt pavement subgrade repair, and base repair dig-outs, shall be paid shall be included in the lump sum price for **"Construction of Rancho Bernardo Community Park Dog Park and ADA Improvements"**. No Payment shall be made for areas of over excavation as determined by the Engineer.
5. When Cold Milling is used as a method for excavation for subgrade or base repair for pavement, Cold Milling shall be included in the lump sum price for **"Construction of Rancho Bernardo Community Park Dog Park and ADA Improvements"**
6. The payment for Excavation shall be included in the lump sum price for **"Construction of Rancho Bernardo Community Park Dog Park and ADA Improvements"** material removed. Proof of proper disposal and/or recycling at a legal site for quantities excavated shall be required in advance of payment as directed by the Engineer and shall be subject to approval by the Engineer for payment. No additional payment shall be made for milling, grinding, saw cutting, hauling, disposal of concrete, pavement fabric, rubberized material, steel reinforcement, or any other material.
7. No additional payment shall be made for milling, grinding, saw cutting, stockpiling, hauling, disposal of concrete, pavement fabric, rubberized material, steel reinforcement, or any other material.

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

Aggregate Base shall be installed per Section 301-2.

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

Payment for Class-2 Aggregate Base shall be included in the lump sum price for **"Construction of Rancho Bernardo Community Park Dog Park and ADA Improvements"** and shall include full compensation for furnishing all labor, materials, equipment and incidentals necessary to perform the work as specified to the satisfaction of the Engineer, in accordance with the plans and specifications.

SECTION 303 – CONCRETE AND MASONRY CONSTRUCTION

303-1.2 Subgrade for Concrete Structures. To the "GREENBOOK", ADD the following:

1. For Footings, Provide moisture barrier cover over all prepared base material. Use only materials that are resistant to decay when tested in accordance with ASTM E154. The moisture barrier consists of heavy Kraft papers laminated together with glass fiber reinforcement and overcoated with black polyethylene on each side. Provide Moistop, St. Regis, or approved equal.

303-1.3 Forms. To the "WHITEBOOK", ADD the following:

1. **For Footings:** Design formworks to be readily removable without impact shock, or damage to cast-in-place concrete surfaces and adjacent materials.

Construct forms complying with ACI 347, to sizes, shapes, lines, and dimensions shown, and to obtain accurate alignment, location, grades, level, and plumb work in finished structures. Provide for openings, offsets, sinkages, keyways, recesses, moldings, rustications, reglets, chamfers, blocking, screeds, bulkheads, anchorages, inserts, and other features required in work. Use selected materials to obtain required finishes. Solidly butt joints and provide backup at joints to prevent leakage of cement paste.

Fabricate forms for easy removal without hammering or prying against the concrete surfaces. Provide crush plates or wrecking plates where stripping may damage cast concrete surfaces. Provide top forms for inclined surfaces where slope is too steep to place concrete with bottom forms only. Kerf wood inserts for forming keyways, reglets, recesses, and the like, to prevent swelling and for easy removal.

Erect falsework and support; brace and maintain it to safely support vertical, lateral, and asymmetrical loads applied until such loads can be supported by in-place concrete structures.

Provide shores and struts with positive means of adjustment capable of taking up formwork settlement during concrete placing operations, using wedges or jacks or a combination thereof. Provide trussed supports when adequate foundations for shores and struts cannot be secured.

Support form facing materials by structural members spaced sufficiently close to prevent deflection. Fit forms placed in successive units for continuous surfaces to accurate alignment, free from irregularities and within allowable tolerances.

2. **Forms for Exposed Concrete.** Drill forms to suit ties used and to prevent leakage of concrete mortar around tie holes. Do not splinter forms by driving ties through improperly prepared holes. Do not use metal cover plates for patching holes or defects in forms. Provide sharp, clean corners at intersecting planes, without visible edges or offsets. Back joints with extra studs or girts to maintain true, square intersections. Use extra studs, walers and bracing to prevent bowing of forms between studs and to avoid bowed appearance in concrete. Do not use narrow strips of form material, which will produce bow. Assemble forms so they may be readily removed without damage to exposed concrete surfaces. Form molding shapes, recesses, and projections with smooth-finish materials, and install in forms with sealed joints to prevent displacement.

Chamfer exposed corners and edges using wood, metal, PVC, or rubber strips fabricated to produce uniform smooth lines and tight edge joints. A ½ inch chamfer at exposed edges is typical unless noted otherwise.

3. **Provisions for Other Trades.** Provide openings in concrete formwork to accommodate work of other trades. Determine size and location of openings, recesses and chases from trades providing such ties. Accurately place and securely support items built into forms.

Retighten forms after concrete placement if required to eliminate mortar leaks.

303-1.4 Removal of Forms.

303-1.4.4 Standard Structures. To the "GREENBOOK", ADD the following:

- d. For Footings:
 - i. Remove shores and reshore in a planned sequence to avoid damage to partially cured concrete. Locate and provide adequate reshoring to safely support the work without excessive stress or deflection.
 - ii. Keep reshores in place a minimum of 15 days after placing upper tier, and longer if required, until the concrete has attained its required 28-day strength and heavy loads due to construction operations have been removed.
 - iii. Formwork not supporting weight of concrete, such as sides of beams, walls, columns and similar parts of the work, may be removed after cumulative curing at not less than 50°F for 24 hours after placing concrete. Providing the concrete is sufficiently hard to not be damaged

by form removal operations and provided curing and protection operations are maintained.

- iv. Formwork supporting weight of concrete, such as beam soffits, joints, slabs and other structural elements, may not be removed in less than 14 days and until concrete has attained design minimum compressive strength at 28 days.

Determine potential compressive strength of in place concrete by testing field-cured specimens representative of concrete location or members.

- v. Form facing material may be removed four (4) days after placement only if shores and other vertical supports have been arranged to permit removal of form facing material without loosening or disturbing shores and supports.
- vi. Re-Use of Forms. Clean and repair surfaces of forms to be re-used in the work. Split, frayed, delaminated, or otherwise damaged form facing material will not be acceptable. Apply new form coating compound material to concrete contact surfaces as specified for new formwork.
- vii. When forms are extended for successive concrete placement, thoroughly clean surfaces, remove fins and laitance, and tighten forms to close all joints. Align and secure joints to avoid offsets.
- viii. No forming material will be allowed to be built permanently into exposed visible surfaces.

303-1.7 Placing Reinforcement.

303-1.7.1 General. To the "GREENBOOK", ADD the following:

- 1. For Footings: Clean reinforcement of loose rust and mill scale, earth, and other materials which reduce or destroy bond with concrete.

Place reinforcement to obtain at least the minimum coverages for concrete protection. Arrange, space and securely tie bars and bar supports to hold reinforcement in position during concrete placement operations. Set wire ties so ends are directed into concrete, not toward exposed concrete surfaces. Do not place reinforcing bars more than two inches beyond the last leg of continuous bar support. Do not use supports as bases for runways for concrete conveying equipment and similar construction loads.

ADD:

303-1.8.10 Placing Concrete for Footings.

Before placing concrete, inspect and complete the formwork installation, reinforcing steel, and items to be embedded or cast in. Notify other crafts involved to provide ample time to permit the installation of their work; cooperate with other trades in

setting such work as required. Notify the Engineer in time for inspection prior to pouring. Remove all garbage and debris from the base of formwork. Items such as aluminum cans, food containers, plywood, and their like are to be cleaned-up and disposed.

Place concrete in compliance with the practices and recommendations of ACI 304 and as herein specified.

1. Deposit concrete continuously or in layers of such thickness that no concrete will be placed on concrete which has hardened sufficiently to cause the formation of seams or planes of weakness within the section. If a section cannot be placed continuously, provide construction joints as specified herein. Perform concrete placing at such a rate that concrete, which is being integrated, with fresh concrete is still plastic. Deposit concrete as nearly as practicable to its final location to avoid segregation due to rehandling or flowing. Do not subject concrete to any procedure, which will cause segregation.
2. Screed concrete which is to receive other construction to the proper level to avoid excessive skimming or grouting.
3. Do not use concrete which becomes non-plastic and unworkable or does not meet the required quality control limits or which has been contaminated by foreign materials. Do not use retempered concrete. Remove rejected concrete from the project site and dispose of in an acceptable location. Do not use concrete after allowable mixing time has been exceeded.

303-1.10 Curing. To the "GREENBOOK", ADD the following:

1. For Footings: Protect freshly placed concrete from premature drying, excessive cold or hot temperature, and maintain without drying at a relatively constant temperature for the period of time necessary for hydration of the cement and proper hardening of the concrete.

Start initial curing as soon as free moisture has disappeared from the concrete surface after placing and finishing. Weather permitting, keep continuously moist for not less than 72 hours.

ADD:

303-1.10.1 Curing Methods (For Footings).

Perform curing of concrete by moisture curing (continuous wetting), by moisture-retaining cover curing (damp sand, burlap, canvas, or straw), by liquid membrane curing (liquid membrane-forming compound) or covering concrete with protective sheet materials (polyethylene plastic sheeting "visqueen" or similar) or by combinations thereof, as herein specified. Provide the curing methods indicated as follows:

1. For concrete floor slabs provide moisture curing, moisture cover curing or liquid membrane/chemical curing-hardening curing. If liquid membrane

curing is used, it must be compatible with concrete hardening compounds to be applied later.

2. For other concrete work, provide moisture curing, moisture-retaining cover curing, membrane curing, or protective sheet covering. Do not use liquid membrane or chemical curing-hardening curing on any concrete work to receive any applied finishes.
3. Inspect concrete, regardless of current method selected, do not permit the concrete to become surface-dry at any time. For formwork left in place, ensure the wood formwork is wetted throughout the curing process.
4. For curing, use only water that is free of impurities, which could etch or discolor exposed, natural concrete surfaces.
5. Provide moisture curing by any of the following methods:
 - a) Keeping the surface of the concrete continuously wet by covering with water.
 - b) Continuous water-fog spray.
6. Provide moisture-retaining cover curing by covering the concrete surface with the specified absorptive cover thoroughly saturated with water and keeping the absorptive cover continuously wet. Place absorptive cover to provide coverage of the concrete surfaces and edges with a 4-inch lap over adjacent absorptive covers.
7. Provide sheet material cover curing as follows - Cover the concrete surfaces with the specified moisture-retaining cover for curing concrete placed in the widest practicable width with sides and ends lapped at least three (3) inches and sealed by waterproof tape or adhesive. Immediately repair any holes or tears during the curing period using cover material and waterproof tape.
 - a) Use minimum 4 mil thickness, clear or translucent polyethylene sheets "visqueen" or similar.
 - b) Support sheet material to prevent marking of the concrete surface.
8. Provide liquid membrane curing as follows:
 - a) Apply the specified membrane-forming curing compound to damp concrete surfaces as soon as the water film has disappeared. Apply uniformly in a coat continuous operation by power spray equipment in accordance with the manufacturer's directions. Recoat areas, which are subjected to heavy rainfall within three (3) hours after initial application. Maintain the continuity of the coating and repair damage to the coat during the entire curing period.

- b) Do not use membrane-curing compounds on surfaces, which are to be covered with a coating material applied directly to the concrete or with a covering material bonded to the concrete. Such as other concrete, liquid floor hardener, waterproofing, damp proofing, membrane roofing, flooring, painting, and other coatings and finish materials, unless otherwise acceptable to the Engineer .
- 9. Curing formed Surfaces - Cure formed concrete surfaces, including the undersides of girders, beams, supported slabs and other similar surfaces by moist curing with the forms in place for the full curing period or until forms are removed. If forms are removed, continue curing by methods specified above, as applicable.
- 10. Curing Unformed Surfaces
 - a) Initially cure unformed surfaces, such as slabs, floor topping and other flat surfaces by moist curing, whenever possible.
 - b) Final cure unformed surfaces, unless otherwise specified, by any of the methods specified above, as applicable.
 - c) Final cure concrete surfaces to receive liquid floor hardener or finish flooring by use of moisture-retaining cover, unless otherwise acceptable to the Engineer .
- 11. Provide liquid curing-hardening compound as follows: Apply to horizontal surfaces when concrete is dry to touch by means of power spray, hand spray or hair broom in accordance with manufacturer's directions.

ADD:

303-1.10.2 Temperature of Concrete during Curing (For Footings).

- 1. When the atmospheric temperature is 80°F, and above, or during other climatic conditions which will cause too rapid drying of the concrete, make arrangements before the start of concrete placing for the installation wind breaks or shading, and for fog spraying, wet sprinkling or moisture-retaining covering. Protect the concrete continuously for the concrete curing period. Provide hot weather protections complying with the requirements of ACI 305.
- 2. Maintain concrete temperature as uniformly as possible and protect from rapid atmospheric temperature changes. Avoid temperature changes in concrete, which exceed 5°F in any one-hour and 50°F in any 24-hour period.

ADD:

303-1.10.3 Curing Time (For Footings).

- 1. Cure concrete for ASTM C150 Type II concrete. Cure for 10 days after placement.

2. When permitted by the Engineer curing operations can be ended once the results of two (2) cylinder tests show that the concrete has reached a strength of 85% f'c. However, no less than 3 days of curing shall occur.

ADD:

303-1.10.4 Protection from Mechanical Injury (For Footings).

During the curing period, protect concrete from damaging mechanical disturbances including load stresses, heavy shock, excessive vibration and from damage caused by rain or flowing water. Protect all finished concrete surfaces from damage by subsequent construction operations.

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

Payment for concrete structures shall be included in the lump sum price for **"Construction of Rancho Bernardo Community Park Dog Park and ADA Improvements"** and shall include the complete structural section, reinforcing, subgrade preparation, compaction, form work , and all specified finishes, admixtures, sealants, etc. and no other payment allowed, therefore.

303-5 CONCRETE CURBS, WALK, GUTTER, CROSS GUTTERS, ALLEY INTERSECTIONS, ACCESS RAMPS, AND DRIVEWAYS.

303-5.5 FINISHING.

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

1. The forms shall be set to place the finished surface in a plane sloping up from the top of curb 2 percent when measured at right angles to the curb.
2. Following placing, the concrete shall be screeded to the required grade, tamped to consolidate the concrete and to bring a thin layer of mortar to the surface, and floated to a smooth, flat, uniform surface. The concrete shall then be edged at all headers, given a preliminary troweling and provided with weakened plane joints.
3. Walk shall be steel trowled to a smooth and even finish. All formed edges shall be rounded to a radius of ¼ inch unless noted on the plans. Edges at expansion joints shall be rounded to a radius of 1/8 inch (3 mm). Preliminary troweling may be done with a long handled trowel or "Fresno," but the finish troweling, shall be done with a hand trowel. After final troweling, walk on grades of less than 6 percent shall be given a fine-hair-broom finish applied transversely to the centerline. On grades exceeding 6 percent, walk shall be finished by hand with a wood float, see Plans for required finish on concrete surface. Walk shall be remarked as necessary after final finish, to assure neat uniform edges, joints, and score lines.

4. Scoring lines, where required, shall have a minimum depth of 1/4 inch (6 mm) and a radius of 1/8 inch (3 mm). When longitudinal scoring lines are required, they shall be parallel to, or concentric with, the lines of the work. Walk 20 feet (6 m) or more in width shall have a longitudinal center scoring line. In walk returns, one scoring line shall be made radially midway between the BCR and ECR. When directed by the Engineer, longitudinal and transverse scoring lines shall match the adjacent walk. The Contractor shall have sufficient metal bars, straightedges, and joint tools on the Work site.
5. Headers shall remain in place for at least 16 hours after completion of the walk but must be removed before the Work is accepted.
6. The forms shall be set to place the finish surface in a plane sloping from one edge of paving to the other edge with a maximum of 1.5 percent right angle to the edge of paving.
7. Expansion joints shall be placed as indicated on drawings and shall be filled with Premolded Joint Filler: Nonextruding and Resilient Filler (Bituminous) (ASTM D1751).
8. If the continuous sidewalk length equals a block or more, your name and the year in which the improvements are constructed shall be stamped therein to a depth of 1/4 inch (6.4 mm) in letters not less than 3/4 inch (19.1 mm) high, at a location determined by the Engineer.
9. The Contractor shall coordinate the root pruning activities in accordance with 801-6, "MAINTENANCE AND PLANT ESTABLISHMENT".
10. Upon final curing, walk surface shall meet or exceed a static coefficient of friction of 0.6 wet and approximately 0.8 dry. Finished surface shall meet ADAAG 4.5 requirements for paving."

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

8. Where it is infeasible for a curb ramp run to intersect the street grade at the maximum allowable slope, a slope steeper than 8.33% may be used to limit the ramp run length to 15 ft. The 15-foot measurement excludes landings and shall measure the inside back edge of a sidewalk radius.

**ADD:
303-9**

CONCRETE MOW CURBS.

303-9.1

Concrete Mow Curb Installation.

Concrete Mow Curbs shall be constructed as indicated on the plans. Concrete shall be cast in place using smooth forms set to provide the smooth radius curves as indicated on the plans. Reinforcing bar shall conform to section. Top surface of mow curb shall be medium broom finish with trowelled edge radii as indicated on the plans. Mow

curbs shall be formed to provide smooth flowing curves free of kinks and irregularities. Mow curb height shall be set to be flush with the adjacent finished grade.

SECTION 304 – METAL FABRICATION AND CONSTRUCTION

304-1.5 Workmanship. To the “GREENBOOK”, ADD the following:

Use materials of the size and thicknesses shown in the Drawings or, if not shown, of the required size and thickness to produce adequate strength and durability in the finished product for the intended use as approved by the Engineer.

Work to the dimensions shown in the Drawings or accepted on Shop Drawings, using proven details of fabrication and support.

Use the type of materials shown in the Drawings or specified for the various components of work.

Form exposed work true to line and level with accurate angles and surfaces and straight sharp edges.

Ease exposed edges to a radius of approximately 1/32-inch, unless otherwise shown in the Drawings.

Form bent-metal corners to the smallest radius possible without causing grain separation or otherwise impairing the Work.

Fit and shop-assemble items in largest practical sections for delivery to Site.

Supply components required for anchorage of fabrications. Fabricate anchors and related components of same material and finish as fabrication, except where specifically noted otherwise.

Loose Bearing and Leveling Plates:

Provide loose bearing and leveling plates for steel items bearing on masonry or concrete construction, made flat, free from warps or twists, and of required thickness and bearing area.

Drill plates to receive anchor bolts and for grouting as required. Galvanize after fabrication.

Tolerances:

Squareness: 1/8-inch maximum difference in diagonal measurements.

Maximum Offset between Faces: 1/16-inch.

Maximum Misalignment of Adjacent Members: 1/16-inch.

Maximum Bow: 1/8-inch in 48 inches.

Maximum Deviation from Plane: 1/16-inch in 48 inches.

SECTION 400 – PROTECTION AND RESTORATION

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

6. All Work under this section shall be subject to the applicable permanent resurfacing restoration requirements in accordance with the following City of San Diego Standard Drawings. Payment for pavement restoration, including influence area, shall be included in the associated Bid Items pertinent to the Work.
 - a) SDG-105, "Pavement Restoration General Notes"
 - b) SDG-107, "Pavement Restoration for Asphalt Concrete Surfaced Streets - Major Excavation"
 - c) SDG-108, "Pavement Restoration for Concrete Surfaced Streets and Alleys - Major Excavation"
 - d) SDG-117, "Pavement Restoration for Asphalt Concrete Surface Streets - Minor Excavation"
 - e) SDG-118, "Pavement Restoration for Concrete Surface Streets and Alleys - Minor Excavation"

SECTION 401 – REMOVAL

401-3.1 Concrete Pavement. To the "WHITEBOOK", ADD the following:

4. See Section **400-1 GENERAL** for permanent resurfacing requirements.

401-3.2 Concrete Curb, Walk, Gutters, Cross Gutters, Curb Ramps, Driveway, and Alley Intersections. To the "WHITEBOOK", ADD the following:

6. See Section **400-1 GENERAL** for permanent resurfacing requirements.

SECTION 402 – UTILITIES

402-1.1 General. To the "GREENBOOK", paragraph 5, DELETE in its entirety and SUBSTITUTE with the following:

The Contractor shall complete excavation, backfill, and placement of temporary resurfacing on the same Day. Backfill shall conform to 306-12 Temporary resurfacing shall conform to 306-13.1. Permanent resurfacing shall be placed within 10 Working Days unless otherwise specified in the Special Provisions or directed by the Engineer. See Section **400-1 GENERAL** for permanent resurfacing requirements.

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

2. You shall fill all potholes on the same day of potholing if no trenching is to be performed within 10 Working Days of the excavation. Fully restore all potholes and any damaged surrounding areas to their original condition unless

otherwise specified by the Engineer. Permanent resurfacing shall conform to SDG-123, "36-Inch and Smaller Pothole and Exploratory Excavation".

402-2 **PROTECTION.** To the "WHITEBOOK", item 2, ADD the following:

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

402-8 **PAYMENT.** To the "WHITEBOOK", ADD the following:

- 6. Payment for pavement restoration, including influence area, shall be included in the associated Bid items pertinent to the Work.

SECTION 404 - COLD MILLING

404-1 **GENERAL.** To the "WHITEBOOK", item 1, DELETE in its entirety and SUBSTITUTE with the following:

- 1. Excessive asphalt concrete pavement adjacent to Type "G" and "H" curb and gutter lines and concrete cross gutters shall be milled in accordance with the City of San Diego Standard Drawing SDG-107, "Pavement Restoration for Asphalt Concrete Surfaced Streets - Major Excavation", or as shown on the Plans.

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

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

- 5. Engineered TCP (2 foot x 3 foot size) shall be required for the following areas:
 - a) West Bernardo Drive

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

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

SECTION 700 - MATERIALS

700-1.3 **(86-1.02B) Conduit.** To the "WHITEBOOK", item 1, DELETE in its entirety and SUBSTITUTE with the following:

- 1. When approved by the Engineer, conduit runs shown on the plans to be located behind curbs may be installed in the street, within 4 feet of and parallel to the

curb, by narrow trenching. All pull boxes shall be located behind the curb or at locations shown on the plans. Narrow trenching shall be performed in accordance with the latest City Standards. Any changes in conduit location shall be approved in advance by the Engineer. All narrow trenching shall conform to the City of San Diego Standard Drawings SDG-117, "Pavement Restoration for Asphalt Concrete Surface Streets - Minor Excavation", SDG-118, "Pavement Restoration for Concrete Surface Streets and Alleys - Minor Excavation" and be inspected prior to backfill. Trenches behind sidewalks shall be compacted using compaction tools to ensure no sinking of trench will occur. Trenches wider than 6 inch (15.2 cm) shall conform to the City of San Diego Standard Drawings SDG-107, "Pavement Restoration for Asphalt Concrete Surfaced Streets - Major Excavation", SDG-108, "Pavement Restoration for Concrete Surfaced Streets and Alleys - Major Excavation", and SDG-119, "Trench Types G, H & I Backfill for Dry Utility". A 3-inch (7.6 mm) bed of fine soil or sand shall be placed in the trench.

SECTION 701 - CONSTRUCTION

701-2 PAYMENT. To the "WHITEBOOK", item 3, DELETE in its entirety and SUBSTITUTE with the following:

3. The payment for the trenching and pavement restoration, including influence areas, is included in the payment for the associated Work.

SECTION 800 – MATERIALS

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

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

Nitrogen	6%
Phosphorus	20%
Potassium	20%

800-1.2.3.2 Post-plant Fertilizer. To the "WHITEBOOK", Item 1, DELETE in its entirety and SUBSTITUTE with the following:

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

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

4. Bark Mulch shall be Type 7 Mulch (wood chips Forest Mulch): 3-inch minus, ground bush and tree trimmings, such as Agriservice Forest Mulch, or approved equal.

Mulch shall be free from animal waste, metal pieces, rubbish, or other undesirable materials.

Mulch shall be sized 1-inch to 3-inches with 95% by volume conforming.

Apply mulch to the depth specified on plans, at the rate recommended by the manufacturer. See (sheet 0100606-110-D, L314)

Mulch shall be Type 10 Mulch (Mexican Sunburst Pebble): color and sizes per Planting Materials and Finish Schedule, (sheet 0100606-110-D, L314). From supplier such as Southwest Boulder & Stone, or approved equal.

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

8. Plants shall be in accordance with the California State Department of Agriculture's regulations for nursery inspections, rules and grading.
9. The City is the sole judge as to acceptability for each plant. Vigorous, healthy, well-proportioned plants are the intent of this specification. Plants which are even moderately "overgrown," or are showing any signs of decline or lack of vigor are subject to rejection.
10. The size of the plants will correspond with that normally expected for species and variety of commercially available nursery stock, or as specified in the Special Conditions or drawings. Plants larger in size than specified may be used with the approval of the City, but the use of larger plants will make no change in contract price. If the use of larger plants is approved, the ball of earth and spread of roots for each plant shall be increased proportionately.
11. Rejection or substitution. All plants not conforming to the requirements herein specified, shall be considered defective, and such plants, whether in place or not, shall be marked as rejected and immediately removed from the site of the work and replaced with new plants by the Contractor, at his expense.
12. Right to changes. The City reserves the right to change the species, variety, and/or sizes of plant material to be furnished, provided that the cost of such plant changes does not exceed the cost of plants in the original bid, and with the provision that the Contractor shall be notified, in writing, at least thirty (30) days before commencement of planting operations.

13. Pruning. At no time shall the trees or plant materials be pruned, trimmed or topped prior to delivery, and any alteration of their shape shall be conducted only with the approval and in the presence of the City.
14. Handling and protection. All plants at all times shall be handled and stored so that they are adequately protected from drying out, from wind burn, or from any other injury. Any plant determined by the City to be wilted shall be rejected at any time during this project, whether in the ground or not. All plants shall be handled solely by their containers. Any plant that has been handled by its stem or trunk shall be rejected. The Contractor's on-site plant storage area shall be approved by the City prior to the delivery of any plant material.
15. Guarantees. All trees shall be guaranteed for one (1) year from final acceptance of project (at the completion of the plant establishment and maintenance period). All other plant material shall be guaranteed for six (6) months from final acceptance.

**ADD:
800-1.7**

Filter Fabric.

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

1. Geotextile filter fabric shall be a nonwoven geotextile composed of polypropylene fibers, formed into a stable network such that fibers retain their relative position.
2. Geotextile filter fabric shall be inert to biological degradation and resist naturally encountered chemicals, alkalis, and acids.
3. Geotextile filter fabric shall be Mirafi #180N, or approved equal.

**ADD:
800-1.8**

Weed Barrier Fabric.

Weed barrier fabric shall be 2.8 oz. polypropylene, UV-treated fabric, or approved equal.

**ADD:
800-1.9**

Stabilized Decomposed Granite (DG).

1. Do not expose materials to excessive moisture or other conditions that would adversely affect their serviceability.
2. All DG for vehicular surfaces shall conform to Table 800-1.7 grading requirements:

TABLE 800-1.7

Sieve Designation	% Passing	Sieve Designation	% Passing
3/8 inch	100	No. 30	40-50
No. 4	95-100	No. 50	25-35
No. 8	75-80	No. 100	20-25
No. 16	55-65	No. 200	5-15

3. The portion of DG retained on the no. 4 sieve shall have a maximum percentage of wear of 50 at 500 revolutions as determined by AASHTO T96. The portion passing a No. 40 sieve shall have a maximum liquid limit of 25 and maximum plasticity index of 7 as determined by AASHTO T89 and AASHTO T90, respectively.
4. DG to be used for pathways and non-vehicular areas may be ¼" minus sieve size.
5. Crushed aggregate screenings shall be free from clay lumps, vegetative matter and deleterious material. See Drawings for DG color specification.
6. Soil Stabilizer shall be a non-toxic, colorless, odorless, organic powder that binds DG screenings. The stabilizer shall be as manufactured by Stabilizer Solutions Inc., (800) 336-2468, FAX: (602) 852-0718 (or approved equal)

800-2.4

Sprinkler Equipment. To the "WHITEBOOK", ADD the following:

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

SECTION 801 - INSTALLATION

801-1

General. To the "WHITEBOOK", ADD the following:

5. The Contractor shall prune and thin out approximately 1/3 of the overhead canopy of all trees/palms to be saved in their current locations. The contractor shall include pruning/thinning out 20 trees in bid. This shall be executed no less than one month prior to construction. All cuts shall be clean and flush and shall be angled to prevent water ponding. Pruning operations shall not adversely affect the shape and character of the trees. Pruning shall remove lateral branches only. All main, primary, and secondary branches shall not be removed. All vines shall be removed from tree canopies.

**ADD:
801-1.1**

Asset Specific Redlines.

1. Irrigation system Red-lines. ADD the following:
 - a) Dimensions for all installed remote control valve wires. Include number of spare wires at each location, and wire splice locations (if located other than inside remote control valve boxes and pull boxes).
 - b) Dimensions for all new pressure line tie-in locations to existing mainline. Note any sections and locations of abandoned mainline within project limit of work.

**ADD
801-1.2**

Demolition.

The Contractor shall be responsible for the demolition and site preparation of the entire area prescribed. The Contractor shall make themselves aware of the proposed new layout of surface and landscape areas and coordinate his work with other Contractors whether part of this contract or as a separate contract with Owner.

Unless otherwise approved by Owner, all demolition within the barricaded areas shall be executed using hand methods or approved small hand held mechanical machinery provided exceptional care is taken to avoid injury to the root system or other portions of the tree. Large mechanical equipment may be used so long as it is not used within the drip line of the trees.

The storage or stockpiling of equipment and material or the unauthorized entry of personnel within the barricaded areas shall be strictly prohibited. The use of the tree's shade within the barricaded area by construction personnel during break periods shall be strictly prohibited.

All excavation around existing trees to remain shall be executed by hand. Where excavations uncover and expose roots that are to remain the Contractor shall cover these roots with 6" of fill immediately to prevent the roots from drying out.

All demolished material shall be removed from site and legally disposed of by the Contractor at no additional charge to the Owner.

Immediately before any root pruning operations, the Contractor shall thoroughly spray the tree with an antidesiccant solution. The antidesiccant shall be applied using a power sprayer capable of thoroughly coating the tree's foliage, trunks, branches, stems, and twigs. Two weeks after root pruning, the antidesiccant solution shall be sprayed again on the tree.

All holes, depressions, or disturbances left by the Contractor's demolition and transplant activities shall be backfilled and brought up to existing grade by the Contractor and covered with 'sod' (Refer to sheet LP-1). Where new asphalt pavement

is to be installed, whether as part of this contract or as a separate contract with the Owner, the Contractor shall backfill and compact up to 12" less than final asphalt grades. This is to allow for the installation of the asphalt subbase and surface costs by the Paving Contractor.

Where proposed landscape areas are to be created the Contractor shall shape and grade the area within the barricade to final finished grade.

ADD:

801-1.3

Site Access.

The Contractor shall not close or obstruct roadways, drive isles or other access lanes without the written approval of the Owner. The Contractor is cautioned that portions of the site will remain open to the general public and Owner's employees, personnel, vendors, etc. The Contractor shall exercise extreme care to protect the health and safety of these users. The Contractor shall be responsible for the erection of warning lights and barricades in areas in which the Contractor's construction activities may pose a health threat.

ADD:

801-1.4

Maintenance.

The Contractor shall be responsible for the care and maintenance of all existing trees to remain and all trees from planting to final acceptance of each phase of work.

Maintenance personnel shall be specifically assigned to monitor the health of all trees/palms under the Contractor's responsibility. It shall be required as part of this contract that key maintenance personnel be approved by the City. These personnel shall be assigned specific and sole responsibility to continuously monitor the health of the trees. In order to maintain continuity these key personnel shall not be dismissed or reassigned to other projects without the written permission of the City.

Maintenance shall include but not be limited to: fertilization, watering, pruning of dead or sick branches, maintaining stakes and cables to maintain transplanted trees in an upright plumb position, pest/disease control and monitoring, and any other acceptable maintenance practice to maintain the trees in a healthy and vigorous state.

801-4.1

General. To the "WHITEBOOK", ADD the following:

7. Plant installation shall be performed during those periods when weather and soil conditions are suitable and in accordance with locally accepted horticultural practice. No planting shall be done in any area until the area concerned has been satisfactorily prepared in accordance with these specifications.
8. Soil moisture level prior to planting shall be no less than 75% of field capacity. The determination of adequate soil moisture for planting shall be the sole judgment of the City. The Contractor shall obtain approval of planting pits before planting operations shall begin. If the soil moisture level is found to be

insufficient for planting, all planting pits shall be filled with water and allowed to drain before starting planting operations.

9. No more plants shall be distributed in the planting area on any day than can be planted and watered on that day. All plants shall be planted and watered as herein specified immediately after the removal of the containers. Containers shall not be cut prior to placing the plants in the planting area.
10. Prior to any excavation, the exact positioning and location of trees to be planted in existing lawn areas shall be done on site with Landscape Architect. Contractor shall flag all existing rotor sprinkler locations in the proximity of the proposed tree locations on the plans prior to meeting with the Landscape Architect. Trees shall not be placed closer than 20 feet from any rotor, unless otherwise directed by Landscape Architect/City.

801-4.2 Protection and Storage. To the "WHITEBOOK", ADD the following:

3. The Contractor's on-site plant storage area shall be approved by the City prior to the delivery of any plant materials. Any plant determined by the City to be wilted or otherwise damaged shall be rejected at any time during the project, whether in the ground or not. All plants that have been handled by trunk or stem shall be rejected.

ADD:

801-4.10 Bark Mulching.

All areas to receive shrubs, grasses, and ground covers shall be mulched by covering the entire surface of the planting area with a three inch (3") deep minimum layer of mulch (unless noted otherwise), see planting plans for locations.

SECTION 801-5 – IRRIGATION SYSTEM INSTALLATION

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

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

Contractor is responsible for diagnosing and repairing any system components deemed non-functional by the end of construction.

ADD:

801-5.1.1 Existing Irrigation System Check and Test, and Protection

Interruption of Existing Water Service: Do not interrupt water service to facilities occupied by the Owner unless permitted under the following conditions and then only after arranging to provide temporary water service according to requirements indicated:

1. Notify the City no fewer than seven (7) days in advance of proposed interruption of water service.
2. Do not proceed with interruption of water service without City written permission.
3. Obtain City approval of exact length of time for each shut-off or work session.
4. Notify City when temporary interruption of water service has been completed.

Contractor shall coordinate directly with City for access to existing controllers, coordinating and providing watering schedules, close monitoring and adjustment of watering schedules to maintain appropriate soil moisture content for each landscape area. Should natural precipitation be absent or ineffective, between 1 to 2 weeks prior to planting, coordinate to schedule.

Irrigation systems to apply moisture to a depth of 6" throughout landscape area.

Contractor shall coordinate directly with City for access to existing controllers, and prior to any demolition work, verifying with City the location and operational status of existing stations and systems affected by new construction. Verify with City the work to reconnect existing station wires, and provide watering for those stations with a minimum of 3 days maximum delay interruption. Contractor shall repair, replace and add any wire which will reconnect service for the existing station valves affected by new construction.

Work to take place includes replacement of sections of mainline pipe and control wires. This work may affect the existing irrigation systems outside the construction area. Contractor shall take utmost caution not to disturb existing irrigation systems. Where disturbed, Contractor shall repair or replace existing system to the satisfaction of the City.

Contractor shall observe existing adjacent irrigation systems with City to determine state of condition and operation.

Contractor shall field identify with the City and provide written documentation on the irrigation plans all existing irrigation systems / components to be protected in place.

Note the irrigation equipment, control wire and fully expose pipeline tie-in locations for approval by the City before any work begins.

Prior to the commencement of any construction activities, the Contractor shall erect a 6-foot-high chain link fence around the water and control wire tie in locations to protect the entire area within the construction zone from outside access.

No material shall be stored nor shall equipment be permitted within the site area outside the construction area limits.

No interruption of water service and automatic electrical operation of the systems shall be permitted without prior written agreed upon day(s) and time(s) approved by the City.

Failure to properly protect the existing irrigation system may result in charges against Contractor's account based on the assessed value of work to perform and damages valued by the City.

Contractor shall comply with all irrigation system protection notes on the Plans.

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

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

801-7.1.1 Tree Trimming. To the "WHITEBOOK", ADD the following:

7. Pruning shall be limited to the minimum necessary to remove injured twigs and branches, and to compensate for loss of roots during transplanting, but never to exceed one-tenth the branching structure. Pruning may be done only with the approval of, and in the presence of, the City. Cuts over three-quarters of an inch (3/4") shall be painted with an approved tree wound paint

ADD:

801-7.7 Landscape Demolition and Tree/Palm Protection.

Landscape demolition and tree protection is required to adequately protect existing trees from damage due to construction activities through the establishment of Tree Protection Zones, erection of barricades; demolition of existing surface pavements, curbs, and structures; root pruning, watering, and fertilizing.

General requirements:

1. See Existing Conditions and Demolition Plans for trees to be saved in their current locations.
2. The Contractor shall coordinate all work with other contractors working within the limits of work whether part of this contract or through separate contracts with the Owner.

3. The Contractor shall be experienced in root pruning techniques, the protection and maintenance of all trees to be saved.
4. Written approval from the City shall be required before alternative installation procedures are used.
5. See sheet 0100606-060-D, L013 for Tree Removal Phasing Plan notes and requirements.
6. See WHITEBOOK section 401-5.1 "Trees, Stumps, Roots, and Other Landscape" for additional requirements.

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

802-2.1 Project Biologist. To the "WHITEBOOK", Item 2, DELETE in its entirety and SUBSTITUTE with the following:

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

ADD: SECTION 803 – STABILIZED DECOMPOSED GRANITE (DG) INSTALLATION

803-1 GENERAL.

1. Material shall conform to Section 800-1.9.

803-2 INSTALLATION.

1. Preparation and Compaction - Subgrade and base under all DG shall be prepared and compacted to 95% relative compaction. The minimum compaction for DG surfaces shall be 95% relative compaction. The finish grade shall be even between the headers with no humps or depressions after the compaction. The Contractor shall provide compaction tests as required by the Engineer. Treat compacted subgrade with pre-emergent herbicide, as recommended by certified pest control advisor.
2. Soil stabilizer shall be thoroughly blended with the DG screenings prior to installation. The stabilizer shall be mixed at a rate of 15 Lbs. of Stabilizer product per ton of DG screenings, or as recommended by the product's manufacturer (whichever is greater). Mix stabilizer product in accordance with its manufacturer's instruction.
3. Not acceptable: drop spreading of the Stabilizer product over raked DG screenings and mixing stabilizer by rototilling.
4. Place the premixed stabilizer product on the desired subgrade in maximum 2" lifts. Rake smooth to the desired grade and cross slope.

5. After placement and raking, water the Stabilized DG to achieve full depth moisture penetration of the placed product. A one-hour rate of 20 gpm per 1,000 sq. ft. should achieve the proper full depth moisture penetration.
6. While the Stabilized DG is still thoroughly moist roll the material with a heavy lawn roller, approximately 1000 to 3000 pounds, and maximum 30" wide, to achieve finish grade and initial compaction. Utilize a hand tamp at edges, around benches, irrigation and sign posts. Do not use a wacker or vibratory roller to compact the Stabilized DG.
7. Compacted finish surface of DG is to be level with adjacent paving, unless otherwise indicated. Allow the finished surface sufficient time to dry prior to use.
8. After all stabilization operations are completed, remove trash, excess materials, empty containers and rubbish from the property. All scars, ruts or other marks in the ground caused by this work shall be repaired and the ground left in a smooth condition throughout the site.

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 SWPPP Risk Level 2.
9. During construction, the Contractor shall properly grade all excavated surfaces to provide positive drainage and prevent ponding of water. Drainage of surface water shall be controlled to avoid damage to adjoining properties or to finished work on the site. The Contractor shall take remedial measures to prevent erosion of freshly graded areas until such time as permanent drainage and erosion control features have been installed. Areas subjected to erosion or sedimentation shall be properly prepared in accordance with the Specifications prior to placing additional fill or structures.

1001-2.10 BMP Inspection, Maintenance, and Repair. To the "WHITEBOOK", ADD the following:

5. Maintenance activities shall be documented by the QSP or QSD in the Construction BMP Maintenance Log for projects subject to SWPPP requirements. See **Appendix H - SWPPP Construction BMP Maintenance Log**.

SUPPLEMENTARY SPECIAL PROVISIONS

APPENDICES

APPENDIX A

NOTICE OF EXEMPTION



**SAN DIEGO COUNTY CLERK
CEQA FILING COVER SHEET**

FILED

May 08, 2024 01:55 PM
JORDAN Z. MARKS
SAN DIEGO COUNTY CLERK
File # 2024-000394
State Receipt # 37050820240373

THIS SPACE FOR CLERK'S USE ONLY

Complete and attach this form to each CEQA Notice filed with the County Clerk

TYPE OR PRINT CLEARLY

Project Title

RANCHO BERNARDO COMMUNITY DOG PARK AND ADA IMPROVEMENTS

Check Document being Filed:

- ☐ Environmental Impact Report (EIR)
☐ Mitigated Negative Declaration (MND) or Negative Declaration (ND)
☒ Notice of Exemption (NOE)
☐ Other (Please fill in type):

**FILED IN THE OFFICE OF THE SAN DIEGO
COUNTY CLERK ON** May 8, 2024
Posted May 8, 2024 **Removed** _____
Returned to agency on _____
DEPUTY _____

Filing fees are due at the time a Notice of Determination/Exemption is filed with our office. For more information on filing fees and No Effect Determinations, please refer to California Code of Regulations, Title 14, section 753.5.

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: Rancho Bernardo Community Park Dog Park and ADA Improvements **WBS No.:** L-20000.2.02.06

Project Location-Specific: The project is located within an existing park and abutting paved right of way at 18448 West Bernardo Drive within the Rancho Bernardo Community Planning Area (Council District 5).

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

Description of nature and purpose of the Project: The project would replace existing sidewalks and parking spaces and install new sidewalks to meet current accessibility requirements. Installation of additional park amenities will include synthetic turf, dog drinking fountains, boulders and log agility equipment, shade structures, chain link fencing, tree removal, tree installation, landscaping, permanent irrigation, and a snake fence in the dog park. Other accessible improvements will include picnic tables, benches, and drinking fountains.

A portion of the project occurs within and adjacent to the City's Multi-Habitat Planning Area (MHPA), and will be required to comply with the MHPA Land Use Adjacency Guidelines as specified in Section 1.4.3 of the Multiple Species Conservation Program's (MSCP) Subarea Plan.

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: Nicholas 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: 15301 (c) [Existing Facilities], 15302 [Replacement or Reconstruction], 15303 [New Construction or Conversion of Small Structures] and 15304 [Minor Alterations to Land]
- ☐ 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 allows for repair, maintenance and minor alteration of existing public facilities and topographical features involving negligible or no expansion of existing use including parking lots, sidewalks, and similar facilities to allow for installation of ADA improvements, pavement resurfacing, and restriping; 15302 [Replacement or Reconstruction], which allows for replacement or reconstruction of existing structures and facilities involving negligible or no expansion of capacity including sidewalks, parking spaces, traffic signal pull

Revised August 2020

box and wiring, curb ramps, curb and gutter, striping, trees, landscaping, irrigation systems, and existing utility systems; 15303 [New Construction or Conversion of Small Structures], which consists of construction and location of limited numbers of new, small facilities or structures, including synthetic turf, dog bowl drinking fountains, boulders and log agility equipment, shade structures, chain link fencing, and snake guard; 15304 [Minor Alternations to Land], which allows for minor public alterations in the condition of land which do not involve removal of healthy, mature, scenic trees, including trenching and backfilling where the surface is restored for asphalt concrete (AC) pavement removal and replacement; and where the exceptions listed in Section 15300.2 would not apply.

Lead Agency Contact Person: Nicholas Ferracone

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

9/6/23

Date

Check One:

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

Date Received for Filing with County Clerk or OPR:

APPENDIX B

FIRE HYDRANT METER PROGRAM

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

1. **PURPOSE**

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

2. **AUTHORITY**

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

Reference

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

3. **DEFINITIONS**

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

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

3.2 **Temporary Water Use:** Water provided to the customer for no longer than twelve (12) months.

3.3 **Backflow Preventor:** A Reduced Pressure Principal Assembly connected to the outlet side of a Fire Hydrant Meter.

4. **POLICY**

4.1 The Water Department shall collect a deposit from every customer requiring a fire hydrant meter and appurtenances prior to providing the meter and appurtenances (see Section 7.1 regarding the Fees and Deposit Schedule). The deposit is refundable upon the termination of use and return of equipment and appurtenances in good working condition.

4.2 Fire hydrant meters will have a 2 ½" swivel connection between the meter and fire hydrant. The meter shall not be connected to the 4" port on the hydrant. All Fire Hydrant Meters issued shall have a Reduced Pressure Principle Assembly (RP) as part of the installation. Spanner wrenches are the only tool allowed to turn on water at the fire hydrant.

4.3 The use of private hydrant meters on City hydrants is prohibited, with exceptions as noted below. All private fire hydrant meters are to be phased out of the City of San Diego. All customers who wish to continue to use their own fire hydrant meters must adhere to the following conditions:

a. Meters shall meet all City specifications and American Water Works Association (AWWA) standards.

b. Customers currently using private fire hydrant meters in the City of San Diego water system will be allowed to continue using the meter under the following conditions:

1. The customer must submit a current certificate of accuracy and calibration results for private meters and private backflows annually to the City of San Diego, Water Department, Meter Shop.

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

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

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

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

4.6 **Conditions and Processes for Issuance of a Fire Hydrant Meter**

Process for Issuance

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

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

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

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

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

4.7 Relocation of Existing Fire Hydrant Meters

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

4.8 Disconnection of Fire Hydrant Meter

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

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

for removal of the meter.

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

5. **EXCEPTIONS**

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

6. **MOBILE METER**

- 6.1 Mobile meters will be allowed on a case by case basis. All mobile meters will be protected by an approved backflow assembly and the minimum requirement will be a Reduced Pressure Principal Assembly. The two types of Mobile Meters are vehicle mounted and floating meters. Each style of meters has separate guidelines that shall be followed for the customer to retain service and are described below:
 - a) **Vehicle Mounted Meters:** Customer applies for and receives a City owned Fire Hydrant Meter from the Meter Shop. The customer mounts the meter on the vehicle and brings it to the Meter Shop for

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

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

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

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

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

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

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

7. **FEE AND DEPOSIT SCHEDULES**

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

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

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

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

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

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

Water Department Director

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

APPENDIX

Administering Division: Customer Support Division

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

Distribution: DI Manual Holders



Application for Fire (EXHIBIT A) Hydrant Meter

(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>	<u>T.B.</u>	<u>G.B. (CITY USE)</u>
Specific Use of Water:		
Any Return to Sewer or Storm Drain, If so, explain:		
Estimated Duration of Meter Use:	☐	Check Box if Reclaimed Water

Company Information

Company Name:			
Mailing Address:			
City:	State:	Zip:	Phone: ()
*Business license#		*Contractor license#	
A Copy of the Contractor's license OR Business License is required at the time of meter issuance.			
Name and Title of Billing Agent: (PERSON IN ACCOUNTS PAYABLE)		Phone: ()	
Site Contact Name and Title:		Phone: ()	
Responsible Party Name:		Title:	
Cal ID#		Phone: ()	
Signature:		Date:	
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			

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

☐ City Meter	☐ 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

Project Name:		Contractor's Address:	
Work Order No or Job Order No.			
City Purchase Order No.		Contractor's Phone #:	
Resident Engineer (RE):		Contractor's fax #:	
RE Phone#:	Fax#:	Contact Name:	Invoice No.
			Invoice Date:
			Billing Period: (To)

Trigger Asset	Item #	Item Description	Contract Authorization				Previous Totals To Date		This Estimate		Totals to Date		Amount Remaining
			Unit	Price	Qty	Extension	%/QTY	Amount	% / QTY	Amount	% / QTY	Amount	
	1				1.00	\$ -		\$0.00		\$0.00	0.00	\$0.00	\$ -
	2				1.00	\$ -		\$0.00		\$0.00	0.00%	\$0.00	\$ -
	3				1.00	\$ -		\$0.00		\$0.00	0.00%	\$0.00	\$ -
	4				1.00	\$ -		\$0.00		\$0.00	0.00%	\$0.00	\$ -
	5				1.00	\$ -		\$0.00		\$0.00	0.00%	\$0.00	\$ -
	6				1.00	\$ -		\$0.00		\$0.00	0.00%	\$0.00	\$ -
	7				1.00	\$ -		\$0.00		\$0.00	0.00%	\$0.00	\$ -
	8				1.00	\$ -		\$0.00		\$0.00	0.00%	\$0.00	\$ -
	5				1.00	\$ -		\$0.00		\$0.00	0.00%	\$0.00	\$ -
	6					\$ -		\$0.00		\$0.00	0.00%	\$0.00	\$ -
	7					\$ -		\$0.00		\$0.00	0.00%	\$0.00	\$ -
	8					\$ -		\$0.00		\$0.00	0.00%	\$0.00	\$ -
	9					\$ -		\$0.00		\$0.00	0.00%	\$0.00	\$ -
	10					\$ -		\$0.00		\$0.00	0.00%	\$0.00	\$ -
	11					\$ -		\$0.00		\$0.00	0.00%	\$0.00	\$ -
	12					\$ -		\$0.00		\$0.00	0.00%	\$0.00	\$ -
	13					\$ -		\$0.00		\$0.00	0.00%	\$0.00	\$ -
	14					\$ -		\$0.00		\$0.00	0.00%	\$0.00	\$ -
	15					\$ -		\$0.00		\$0.00	0.00%	\$0.00	\$ -
	16					\$ -		\$0.00		\$0.00	0.00%	\$0.00	\$ -
	17					\$ -		\$0.00		\$0.00	0.00%	\$0.00	\$ -
						\$ -		\$0.00		\$0.00	0.00%	\$0.00	\$ -
		CHANGE ORDER No.				\$ -		\$0.00		\$0.00	0.00%	\$0.00	\$ -
						\$ -		\$0.00		\$0.00	0.00%	\$0.00	\$ -
		Total Auhtorized Amount (Original)					\$ -	\$0.00		\$0.00		\$0.00	\$ -
		Total Authorized Amount (including approved Change Order)					\$ -	\$0.00		\$0.00	Total Billed	\$0.00	Total Amount Remaining
SUMMARY													\$ -

A. Original Contract Amount	\$0.00
B. Approved Change Order #00 Thru #00	\$0.00
C. Total Authorized Amount (A+B)	\$0.00
D. Total Billed to Date	\$0.00
E. Less Total Retention (5% of D)	\$0.00
F. Less Total Previous Payments	\$0.00
G. Payment Due Less Retention	\$0.00
H. Remaining Authorized Amount	\$0.00

I certify that the materials have been received by me, or services have been rendered, in the quality and quantity specified per the approved contracted amounts, and is approved for payment

Resident Engineer Date

Construction Engineer Date

Retention and/or Escrow Payment Schedule	
Total Retention Required as of this billing (Item E)	\$0.00
Previous Retention Withheld in PO or in Escrow	\$0.00
Add'l Amt to Withhold in PO/Transfer in Escrow:	\$0.00
Amt to Release to Contractor from PO/Escrow:	\$0.00

Contractor Signature and Date: _____

APPENDIX E
LOCATION MAP

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® to SanGIS. This map is copyrighted 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.



Engineering &
Capital Projects

Rancho Bernardo CP Dog Park Location Map

PROJECT OFFICER II
KEVIN OLIVER

PROJECT MANAGER
JULIANA GROTZINGER

PROJECT ENGINEER
MEHDI RASHIDPOUR

FOR QUESTIONS ABOUT THIS PROJECT
Call: (619) 533-4207
Email: engineering@san-diego.gov



Legend

 Rancho Bernardo CP Dog Park



APPENDIX F

SAMPLE OF PUBLIC NOTICE



CONSTRUCTION NOTICE

PROJECT TITLE

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

The work will consist of:

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

How your neighborhood may be impacted:

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

Hours and Days of Operation:

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

City of San Diego Contractor:

Company Name, XXX-XXX-XXXX



CONSTRUCTION NOTICE

PROJECT TITLE

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

The work will consist of:

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

How your neighborhood may be impacted:

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

Hours and Days of Operation:

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

City of San Diego Contractor:

Company Name, XXX-XXX-XXXX

APPENDIX G

ADVANCED METERING INFRASTRUCTURE (AMI) DEVICE PROTECTION

Protecting AMI Devices in Meter Boxes and on Street Lights

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

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

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

- A. Endpoints, see Photo 1:

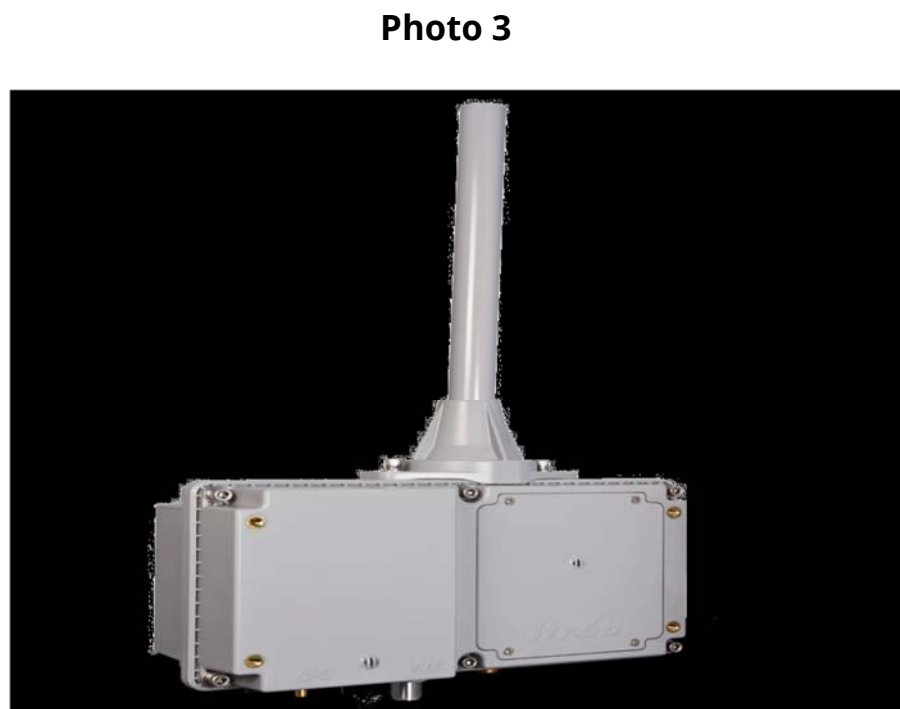
Photo 1



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



Network Devices, see Photo 3:



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

Photo 4



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

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

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

Photo 5

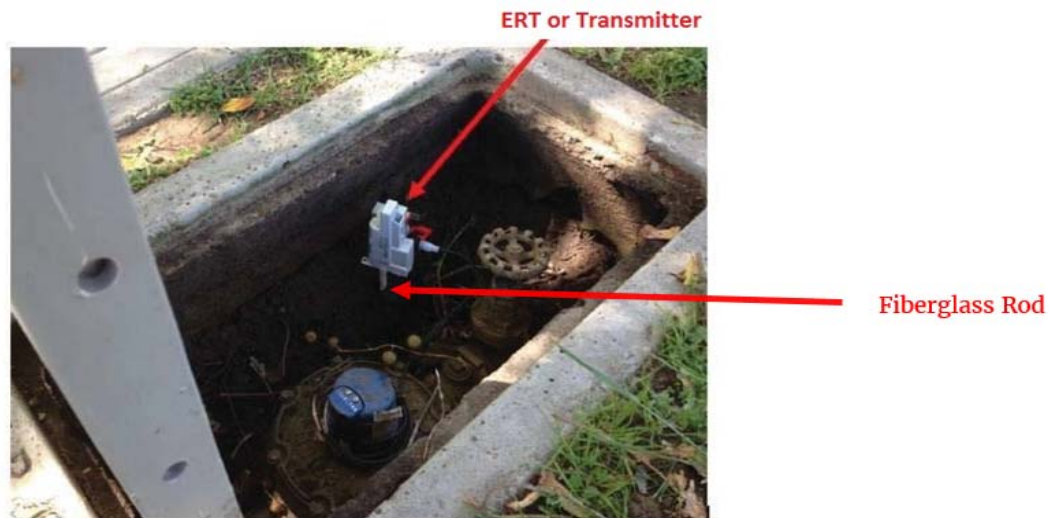


Photo 6 below is an example of disturbance that shall be avoided:

Photo 6



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

Photo 7



Another component of the AMI system are the Network Devices. The Network Devices are strategically placed units (mainly on street light poles) that collect interval meter reading data from multiple meters for transmission to the Department Control Computer. **If you come across any of these devices on street lights that will be removed or replaced (refer to Photos 8 and 9 below), notify Elvira Santiesteban, Compliance & Metering Manager 619-380-3804 and Kevin Wilson, Senior Water Utility Supervisor 619-857-8257 immediately.**

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

Photo 8



Network Device

Photo 9



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

Rev. 9.11.2023

APPENDIX H
SWPPP CONSTRUCTION BMP MAINTENANCE LOG

SWPPP Construction BMP Maintenance Log

Examples of construction BMP maintenance activities include but are not limited to tasks listed below. The contractor is ultimately responsible for compliance with the Storm Water Standards Manual and/or the Construction General Permit, and for ensuring all BMPs function per manufacturer's specifications. Use the attached log to schedule and document maintenance activities. The log shall be kept with the project SWPPP document at all times.

Construction BMP Maintenance Activities

- Maintain stabilized construction entrances/exits
- Redress gravel/rock to full coverage and remove any sediment accumulation
- Remove and replace geotextile/compost blanket/plastic with holes or tears
- Redress and restabilize erosion or rilling greater than 1-inch deep
- Reapply hydraulic stabilization products to full coverage
- Remove and replace silt fence/fiber roll/gravel bags/etc. with holes or tears
- Reinstall or replace silt fence/fiber roll/etc. with sags
- Remove sediment accumulation from perimeter controls
- Remove sediment accumulation from storm drain inlet protection and check dams
- Remove sediment accumulation from energy dissipators
- Repair or remove any vehicle/equipment that leaks
- Remove any accumulation in drip pans or containment
- Empty concrete washouts when they reach 75% capacity
- Empty waste disposal containers when they reach 95% capacity

Construction BMP Maintenance Log

Project Title:

WBS/IO No:

WDID:

Scheduled Date/Time	Completion Date/Time	Location	Maintenance Tasks Performed	Logged By

APPENDIX I

SAMPLE CONTRACTOR PERFORMANCE EVALUATION (CPE) FORM



**CITY OF SAN DIEGO
CONTRACTOR PERFORMANCE EVALUATION (CPE) FORM**

Date: _____

☐ **INTERIM EVALUATION:** at _____% of a _____ ☐ Working Day ☐ Calendar Day
☐ **FINAL EVALUATION:** Submitted at completion of a _____ ☐ Working Day ☐ Calendar Day

TITLE OF CONTRACT: Title of Contract

CONTRACT AMOUNT (ORIGINAL/FINAL) _____ / _____

FIRM NAME: Contractor Firm Name

FIRM ADDRESS: _____

CONTRACTOR REPRESENTATIVE'S NAME: _____

CONTRACTOR SUPERINTENDENT'S NAME: _____

CONTRACTOR FOREMAN'S NAME: _____

WBS #:

BID #:

TYPE OF WORK (CHECK ALL THAT APPLY):

TREATMENT PLANT	☐	PUMP STATION	☒	SEWER MAIN	☐	STORM DRAIN	☐
WATER MAIN	☐	FLOOD CONTROL	☐	ENVTL. MITIGATION	☐	BRIDGE	☐
STREETS/HIGHWAYS	☐	TRAFFIC SIGNAL	☐	STREET LIGHTS	☐	PARK	☐
BUILDING [specify]	☐	PIPING SYSTEM	☐	OTHER (SPECIFY)	☐	_____	

CPE are one of the tools the City uses to determine if a contractor has the quality, fitness, and capacity to perform proposed work satisfactorily and is, therefore, a responsible contractor. See San Diego Municipal Code sections 22.3003 and 22.3004. This evaluation represents the observations and conclusions of the City of San Diego, prepared by City staff in the course of their official duties. The Contractor may agree with or dispute the contents and conclusions of this evaluation. Anyone not affiliated with the City of San Diego should conduct his/her investigation to confirm or dispel the conclusions expressed herein.

Notes:

- The Contractor will be allowed (60) calendar days after notice of the final performance evaluation pursuant to SDMC 22.0806 to protest this evaluation in writing; otherwise, the City will deem the evaluation accepted by the Contractor.
- Refer to the end of the form for definitions used in this evaluation.

1. Contract Administration

The Contractor's overall rating for Section 1 is (check one):

☐ Outstanding ☐ Above Satisfactory ☐ Satisfactory ☐ Needs Improvement ☐ Unsatisfactory

2. Compliance with Contract Documents

The Contractor's overall rating for Section 2 is (check one):

☐ Outstanding ☐ Above Satisfactory ☐ Satisfactory ☐ Needs Improvement ☐ Unsatisfactory

3. Construction Workmanship

The Contractor's overall rating for Section 3 is (check one):

☐ Outstanding ☐ Above Satisfactory ☐ Satisfactory ☐ Needs Improvement ☐ Unsatisfactory

4. Safety

The Contractor's overall rating for Section 4 is (check one):

☐ Outstanding ☐ Above Satisfactory ☐ Satisfactory ☐ Needs Improvement ☐ Unsatisfactory

5. Storm Water / BMP Compliance

The Contractor's overall rating for Section 5 is (check one):

☐ Outstanding ☐ Above Satisfactory ☐ Satisfactory ☒ Needs Improvement ☐ Unsatisfactory

6. Cooperation, Professionalism, Communication & Public Outreach

The Contractor's overall rating for Section 6 is (check one):

☐ Outstanding ☐ Above Satisfactory ☐ Satisfactory ☐ Needs Improvement ☐ Unsatisfactory

7. Subcontracting Performance and Management

The Contractor's overall rating for Section 7 is (check one):

☐ Outstanding ☐ Above Satisfactory ☐ Satisfactory ☐ Needs Improvement ☐ Unsatisfactory

OVERALL EVALUATION

THE OVERALL EVALUATION IS DERIVED FROM THE HOLISTIC REVIEW OF THE SEVEN FACTORS ABOVE.

The Contractor's overall rating (check one):

☐ Outstanding ☐ Above Satisfactory ☐ Satisfactory ☐ Needs Improvement ☐ Unsatisfactory

OVERALL SUMMARY:

Title of Contract: Title of Contract
Evaluation of: Contractor Firm Name

Date:
Page 6 of 9

RESIDENT ENGINEER

SUPERVISOR

By:

(signature / date)

(signature / date)

(print name)

(print name)

Section Head's Initial_____

Asst. Deputy Director's Initials_____

ADD:

Date:_____

CC:

- Contractor
- Program Coordinator, Engineering & Capital Projects/Contracting Group, Pre-qualification Program
- Director, Purchasing & Contracting
- Deputy Director, Purchasing & Contracting
- eFile CityHub/SDShare

SAMPLE

Definitions:

- 1. Performance Areas** - These include the Contractor's record of conforming to the requirements and standards of Contract Administration, Compliance with Contract Documents, Construction Workmanship, Safety, Stormwater Best Management Practices, Cooperation, Professionalism, Communication and Public Outreach, and Subcontracting Performance and Management.

Here are definitions for the specified terms within the context of contractor performance areas:

- Contract Administration: Managing all aspects of a construction contract to ensure compliance with its terms and conditions. This includes handling project documentation, managing changes or modifications, e.g., requests for changes, processing payments, monitoring timelines, requests for information, submittals, resolving disputes, and ensuring all parties fulfill their contractual obligations.
- Compliance with Contract Documents: Adherence to the plans, specifications, and other legally binding documents that outline the scope of work, quality standards, and technical requirements. This involves ensuring all construction activities align with approved designs, materials, and regulations specified in the contract.
- Construction Workmanship: The quality and standard of the physical work performed on the project. It reflects the Contractor's ability to deliver durable, precise, and code-compliant construction through skilled labor and proper techniques specified in the contract.
- Safety: Implementing and maintaining measures to protect workers, site visitors, and the public from hazards. This includes compliance with Occupational Safety and Health Administration standards, site-specific safety plans, and accident prevention strategies throughout the project lifecycle.
- Stormwater Best Management Practices (BMPs): Techniques and measures used to control and reduce the impact of stormwater runoff during and after construction. This includes erosion control, sediment barriers, proper waste management, and other strategies to minimize pollution and protect water quality in compliance with environmental regulations.
- Cooperation: The Contractor's ability to work collaboratively and effectively with the City, subcontractors, government agencies, and other stakeholders. This involves being responsive and adaptable and maintaining a solution-oriented approach to project challenges.
- Professionalism: Demonstrating ethical conduct, integrity, and respect in all aspects of the Contractor's work. It includes maintaining a positive work environment, adhering to industry standards, and fostering trust through reliable and responsible business practices.
- Communication and Public Outreach: Providing clear, timely, and accurate information to stakeholders and the public as specified in the Contract Documents. This involves regular project updates, responding to concerns, and maintaining transparency to build positive community relations and ensure all parties remain informed.
- Subcontracting Performance and Management: The contractor's ability to select, oversee, and coordinate Subcontractors to ensure their work meets quality standards, deadlines, and compliance requirements. Effective management includes monitoring performance, enforcing contractual terms, and resolving issues to maintain project continuity.

The above criteria are not equally weighted. For example, though the Contractor may receive an outstanding rating for Contract Administration, Cooperation, Professionalism and/or Communication, the frequent lapses in safety on the job site or disregard for stormwater compliance resulting in serious injury or damages on site justify the Contractor receiving an overall unsatisfactory rating. Therefore, in the context of the Contractor performance ratings, the definitions can be adjusted to focus more on the quality of the Work, timeliness, and adherence to safety standards than other areas.

- 2. Performance Rating** - See below for a breakdown of the Contractor's performance rating definitions. These definitions provide a set of expectations across multiple areas of the Contractor's performance, ensuring the Contractor is evaluated holistically on various critical aspects of contract execution.

a) Outstanding:

- Contract Administration: Consistently submits all required documentation on time and maintains proper documentation. Fully adheres to the contract's terms and proactively resolves any issues.
- Compliance with Contract Documents: Demonstrates full understanding of and strict adherence to Contract Documents. Any changes or deviations are well-communicated and documented.
- Construction Workmanship: The quality of the Work consistently exceeds expectations, with few to no defects, attention to detail, and thorough craftsmanship.

- Safety: Safety is a top priority, with zero safety incidents, proactive safety training, and implementing additional safety measures beyond required.
- Storm Water Best Management Practices: Consistently implements and exceeds all environmental guidelines for stormwater management and addresses issues before they arise.
- Cooperation: Fully cooperative with all stakeholders, including the client, Subcontractors, and suppliers, with a strong emphasis on team collaboration and problem-solving.
- Professionalism: Maintains the highest standards of conduct, integrity, and respect in all dealings with stakeholders and regulatory agencies.
- Communication and Public Outreach: Regularly updates stakeholders, responds promptly to concerns, and engages with the public in a respectful and transparent manner. Issues are resolved proactively.
- Subcontracting Performance and Management: Subcontractors are managed effectively, adhering to contract terms and producing high-quality work. Coordination between Subcontractors is seamless.

b) Above Satisfactory:

- Contract Administration: Completes necessary documentation with minimal errors and on time. Any issues or changes are addressed promptly.
- Compliance with Contract Documents: Follows Contract Documents well, with only minor discrepancies or deviations that are communicated and resolved.
- Construction Workmanship: Work quality is generally excellent, with a few minor issues or areas for improvement that are promptly corrected.
- Safety: Strong safety record, with minor issues addressed quickly. Safety practices generally meet or exceed expectations.
- Stormwater Best Management Practices: Stormwater management practices are followed effectively, with few issues. Implements best practices and corrects problems when they arise.
- Cooperation: Works well with all parties, addressing issues with minimal conflict. Collaboration is generally smooth.
- Professionalism: Maintains a professional demeanor, resolving conflicts appropriately, and adhering to industry standards.
- Communication and Public Outreach: Communication is proactive and responsive, with timely updates to stakeholders and the public. Public outreach is effective but could be more frequent.
- Subcontracting Performance and Management: Subcontractors are effectively managed, but minor coordination issues may arise. Work is generally on time and meets the standards.

c) Satisfactory:

- Contract Administration: Documentation is completed as required, with occasional delays or missing information. Issues are resolved, but reminders may be required.
- Compliance with Contract Documents: Generally, complies with contract documents, with occasional deviations addressed upon discovery but may result in delays or minor issues.
- Construction Workmanship: Meets the minimum expected quality, with some defects or areas that could be improved. Issues are typically addressed once raised.
- Safety: Safety protocols are followed, though there may be occasional minor incidents or near-misses. The overall safety record is acceptable but not exemplary.
- Stormwater Best Management Practices: Meets basic requirements for stormwater management but may not always go above and beyond to exceed environmental standards.
- Cooperation: Cooperation with others is generally acceptable but may not be proactive. Occasionally requires intervention to resolve conflicts or issues.

- Professionalism: Conducts business professionally, though there may be occasional lapses in communication or judgment.
- Communication and Public Outreach: Provides regular updates but may not always engage proactively with stakeholders or the public. Responses are typically timely but occasionally delayed.
- Subcontracting Performance and Management: Subcontractors are managed adequately, though there may be some delays or quality issues. Coordination could be improved.

d) Needs Improvement:

- Contract Administration: Frequently submits documentation late or incomplete. Requires frequent reminders to stay on track with contract requirements.
- Compliance with Contract Documents: Regularly deviates from contract documents or fails to follow specifications. Changes or deviations are not always communicated effectively.
- Construction Workmanship: Work quality does not consistently meet the minimum standards. There are frequent defects or the need for rework.
- Safety: Safety violations occur, or safety protocols are inconsistently followed. There are notable safety incidents or risks that need to be addressed.
- Stormwater Best Management Practices: Fails to comply consistently with stormwater management practices, leading to potential environmental concerns or violations.
- Cooperation: Struggles to cooperate with others, leading to frequent conflicts, delays, or miscommunications.
- Professionalism: Displays unprofessional behavior, including poor communication, lack of respect for other stakeholders, or failure to resolve conflicts properly.
- Communication and Public Outreach: Communication is often reactive rather than proactive, failing to inform stakeholders or the public promptly or transparently.
- Subcontracting Performance and Management: Subcontractors are not properly managed, leading to frequent delays, quality issues, or resource mismanagement.

e) Unsatisfactory:

- Contract Administration: Consistently fails to submit required documentation, and there are significant discrepancies or ongoing issues with contract compliance.
- Compliance with Contract Documents: Major deviations from contract documents are frequent and unaddressed. The Contractor fails to follow essential specifications or standards.
- Construction Workmanship: The quality of the Work is consistently poor, with widespread defects and the need for significant rework. It is below industry standards.
- Safety: Serious safety violations or significant incidents affecting worker safety or project progress. Safety regulations are often ignored or not implemented.
- Stormwater Best Management Practices: Failure to implement or adhere to environmental best practices leads to violations or significant environmental impacts.
- Cooperation: Exhibits a lack of cooperation, leading to frequent conflicts with stakeholders, delays, and disruptions in project progress.
- Professionalism: Consistently unprofessional behavior, lack of integrity, failure to meet basic expectations for respect and conduct.
- Communication and Public Outreach: Poor or nonexistent communication, leaving stakeholders or the public uninformed. Issues are ignored or not addressed on time.
- Subcontracting Performance and Management: Subcontractors are poorly managed, leading to significant delays, quality issues, or violations of contract terms. Coordination and oversight are lacking.

*Contractor's Performance Evaluation Form
Revised 01/01/2025*

ATTACHMENT F

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

ATTACHMENT F

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ATTACHMENT G

CONTRACT AGREEMENT

ATTACHMENT G
CONTRACT AGREEMENT

CONSTRUCTION CONTRACT

This contract is made and entered into between THE CITY OF SAN DIEGO, a municipal corporation, herein called "City", and Blue Pacific Engineering Construction, Inc, herein called "Contractor" for construction of **RANCHO BERNARDO CP DOG PARK**; Bid No. **K-25-2411-DBB-3**; in the total amount of **Three Million Four Hundred Eleven Thousand Two Hundred Dollars and Zero Cents (\$3,411,200.00)**.

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 **RANCHO BERNARDO CP DOG PARK**, on file in the Purchasing & Contracting Department as Document No. **L-20000.2**, 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 **RANCHO BERNARDO CP DOG PARK**, Bid Number **K-25-2411-DBB-3**, San Diego, California.
3. For such performances, the City shall pay to Contractor the amounts set forth at the times and in the manner and with such additions or deductions as are provided for in this contract, and the Contractor shall accept such payment in full satisfaction of all claims incident to such performances.
4. No claim or suit whatsoever shall be made or brought by Contractor against any officer, agent, or employee of the City for or on account of anything done or omitted to be done in connection with this contract, nor shall any such officer, agent, or employee be liable hereunder.
5. This contract is effective as of the date that the Mayor or designee signs the agreement and is approved by the City Attorney in accordance with San Diego Charter Section 40.

CONTRACT AGREEMENT (continued)

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

CONTRACTOR

By

Print Name: Shahram Elihy

Title: President

Date: 7/16/2025

City of San Diego License No.: B20100019612

State Contractor's License No.: 824455

DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) REGISTRATION NUMBER: PW-LR-1000929035

THE CITY OF SAN DIEGO

APPROVED AS TO FORM

Heather Ferbert, City Attorney

By

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

Date: 11/14/2025

By

Print Name: Ray Palmucci
Deputy City Attorney

Date: 11/17/25

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

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

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

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

CONTRACTOR CERTIFICATION

PRODUCT ENDORSEMENT

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

AFFIDAVIT OF DISPOSAL

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

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

RANCHO BERNARDO CP DOG PARK

(Project Title)

as particularly described in said contract and identified as Bid No. **K-25-2411-DBB-3**; SAP No. (WBS) **L-20000.2**; 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

COMPANY LETTERHEAD

CERTIFICATE OF COMPLIANCE

Materials and Workmanship Compliance

For Contract or Task _____

I certify that the material listed below complies with the materials and workmanship requirements of the Caltrans Contract Plans, Special Provisions, Standard Specifications, and Standard Plans for the contract listed above.

I also certify that I am an official representative for _____ the manufacturer of the material listed above. Furthermore, I certify that where California test methods, physical or chemical test requirements are part of the specifications, that the manufacturer has performed the necessary quality control to substantiate this certification.

Material Description:

Manufacturer: _____
Model: _____
Serial Number (if applicable) _____
Quantity to be supplied: _____
Remarks: _____

Signed by: _____

Printed Name: _____

Title: _____

Company: _____

Date: _____

City of San Diego

Engineering & Capital Projects Department, CMFE Division

NOTICE OF MATERIALS TO BE USED

To: _____
Resident Engineer

Date: _____, 20____

You are hereby notified that the materials required for use under Contract No. _____
for construction of _____

in the City of San Diego, will be obtained from sources herein designated.

CONTRACT ITEM NO. (Bid Item)	KIND OF MATERIAL (Category)	NAME AND ADDRESS WHERE MATERIAL CAN BE INSPECTED (At Source)

It is requested that you arrange for a sampling, testing, and inspection of the materials prior to delivery, in accordance with Section 4 – CONTROL OF MATERIALS of the WHITEBOOK, where it is practicable, and in accordance with your policy. It is understood that source inspection does not relieve the Contractor of full responsibility for incorporating in the work, materials that comply in all respects with the contract plans and specifications, nor does it preclude subsequent rejection of materials found to be undesirable or unsuitable.

Distribution:

Supplier

Signature of Supplier

Address

ELECTRONICALLY SUBMITTED FORMS

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

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

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

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

BID BOND

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

KNOW ALL MEN BY THESE PRESENTS,

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

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

RANCHO BERNARDO CP DOG PARK; K-25-2411-DBB-3

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 12TH day of JUNE, 2025

BLUE PACIFIC
ENGINEERING CONSTRUCTION, INC. (SEAL)

(Principal)

By: _____

(Signature)

SHAHRAM ELIHU, PRESIDENT

NATIONWIDE
MUTUAL INSURANCE COMPANY (SEAL)

(Surety)

By: _____

(Signature)

MICHELE KIRSTEN GIESING, ATTORNEY-IN-FACT

(SEAL AND NOTARIAL ACKNOWLEDGEMENT OF SURETY)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

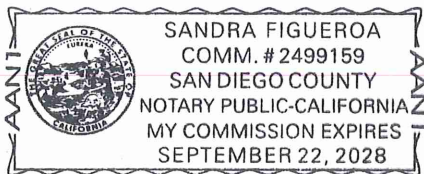
State of California

County of SAN DIEGO

On JUNE 12, 2025 before me, SANDRA FIGUEROA, NOTARY PUBLIC,
Date Here Insert Name and Title of the Officer

personally appeared MICHELE KIRSTEN GIESING
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.



Place Notary Seal and/or Stamp Above

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

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: MICHELE KIRSTEN GIESING

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☒ Attorney in Fact

☐ Trustee ☐ Guardian of Conservator

☐ Other: _____

Signer is Representing: _____

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian of Conservator

☐ Other: _____

Signer is Representing: _____

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation

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

HELEN MALONEY; JOHN G MALONEY; MARK D IATAROLA; MICHELE KIRSTEN GIESING;
SANDRA FIGUEROA;

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

UNLIMITED

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

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

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

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

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

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

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 1st day of April, 2024.



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

ACKNOWLEDGMENT

STATE OF NEW YORK COUNTY OF KINGS: ss

On this 1st day of April, 2024, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.



Sharon Laburda
Notary Public, State of New York
No. 01LA6427697
Qualified in Kings County
Commission Expires January 3, 2026



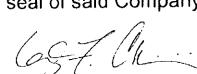
Notary Public
My Commission Expires
January 3, 2026

CERTIFICATE

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

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this 12TH day of

JUNE, 2025.


Assistant Secretary

CONTRACTOR'S CERTIFICATION OF PENDING ACTIONS

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

CHECK ONE BOX ONLY.

- ☒ The undersigned certifies that within the past 10 years the Bidder has NOT been the subject of a complaint or pending action in a legal administrative proceeding alleging that Bidder discriminated against its employees, subcontractors, vendors or suppliers.
- ☐ The undersigned certifies that within the past 10 years the Bidder has been the subject of a complaint or pending action in a legal administrative proceeding alleging that Bidder discriminated against its employees, subcontractors, vendors or suppliers. A description of the status or resolution of that complaint, including any remedial action taken and the applicable dates is as follows:

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

Contractor Name: Blue Pacific Engineering Construction, Inc.

Certified By Shahram Elihu Title President
 Name
Signature Date 06/18/2025

USE ADDITIONAL FORMS AS NECESSARY

Mandatory Disclosure of Business Interests Form

BIDDER/PROPOSER INFORMATION

Legal Name		DBA	
Blue Pacific Engineering Construction, Inc.			
Street Address	City	State	Zip
8825 Aero Drive, Suite 320	San Diego	CA	92123
Contact Person, Title		Phone	Fax
Shahram Elihu, President		858-956-1456	619-291-0482

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

* The precise nature of the interest includes:

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

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

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

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

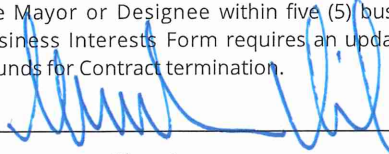
Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

*** Use Additional Pages if Necessary ***

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

Shahram Elihu, President

Print Name, Title



Signature

06/18/2025

Date

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

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

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

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

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

NAME	TITLE
Shahram Elihu	President

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

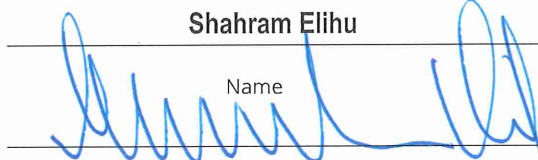
The Bidder, under penalty of perjury, certifies that, except as noted below, he/she or any person associated therewith in the capacity of owner, partner, director, officer, manager:

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

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

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

Contractor Name: Blue Pacific Engineering Construction, Inc.

Certified By Shahram Elihu Title President

 Name
 Signature
 Date 06/18/2025

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

DEBARMENT AND SUSPENSION CERTIFICATION
SUBCONTRACTORS, SUPPLIERS AND MANUFACTURERS

TO BE COMPLETED BY BIDDER

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

Names of the Principal individual owner(s)

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

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

☒ SUBCONTRACTOR ☐ SUPPLIER ☐ MANUFACTURER

NAME	TITLE
CONSTRUCTOR	
Crafters Fence, Inc	
JARRETT LYNN YOUNG	RMO/CEO/PRES

☒ SUBCONTRACTOR ☐ SUPPLIER ☐ MANUFACTURER

NAME	TITLE
CONSTRUCTOR	
Frank and Son Paving, Inc.	
ALICIA TOVAR VASQUEZ	RMO/CEO/PRES

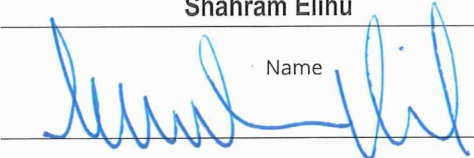
☒ SUBCONTRACTOR ☐ SUPPLIER ☐ MANUFACTURER

NAME	TITLE
CONSTRUCTOR	
Precision Striping, Inc.	
TIMOTHY MICHAEL MARTIN	CEO/PRES

☒ SUBCONTRACTOR ☐ SUPPLIER ☐ MANUFACTURER

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

Contractor Name: Blue Pacific Engineering Construction, Inc.

Certified By Shahram Elihu Title President
 Name
Signature Date 06/18/2025

*USE ADDITIONAL FORMS AS NECESSARY**

**DEBARMENT AND SUSPENSION CERTIFICATION
SUBCONTRACTORS, SUPPLIERS AND MANUFACTURERS**

TO BE COMPLETED BY BIDDER

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

Names of the Principal individual owner(s)

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

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

☐ SUBCONTRACTOR ☒ SUPPLIER ☐ MANUFACTURER

NAME	TITLE
SUPPLIER	
Geocon Incorporated	
Noel-Nino G. Borja	RMO/CEO/PRES

☐ SUBCONTRACTOR ☒ SUPPLIER ☐ MANUFACTURER

NAME	TITLE
SUPPLIER	
Merkel & Associates, Inc.	
BARBARA LYNN MERKEL	RMO/CEO/PRES

☒ SUBCONTRACTOR ☐ SUPPLIER ☐ MANUFACTURER

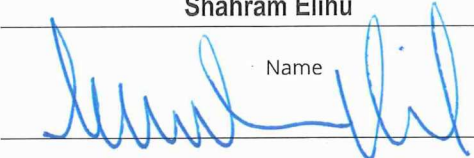
NAME	TITLE
CONSTRUCTOR	
AB Hashmi	
AHMAD BILAL HASHMI	CEO/PRES

☒ SUBCONTRACTOR ☐ SUPPLIER ☐ MANUFACTURER

NAME	TITLE

Contractor Name: Blue Pacific Engineering Construction, Inc.

Certified By Shahram Elihu Title President

 Name _____

Signature _____ Date 06/18/2025

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

RANCHO BERNARDO CP DOG PARK

BID NO.:	K-25-2411-DBB-3
SAP NO. (WBS/IO/CC):	L-20000.2
CLIENT DEPARTMENT:	1714
COUNCIL DISTRICT:	5
PROJECT TYPE:	GA

BID DUE DATE:

2:00 PM

JUNE 18, 2025

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. BIDDER'S QUESTIONS

Q1. Please confirm that all planting areas shall receive Class A topsoil as an alternative to soil amendment and backfill, as stated in Note 31 of the General Planting Notes on Sheet L313. If this is not the case, please provide the application rates for soil amendment and backfill.

A1. Confirmed. Class A topsoil is in lieu of soil amending/backfill operations.

Q2. Please provide the fertilizer application rates specified in Sections 800-1.2.3.1 and 800-1.2.3.2.

A2. Pre-plant fertilizer 6-20-20 and post-plant fertilizer 5-3-1 are common, commercially available fertilizers; the manufacturer's label/product data provides direction on the application rates for different types/sizes of plants, trees, and sod areas. Apply per manufacturer's recommended rates.

Q3. According to Section 801-4.10, all planting areas, including sod, shall receive mulch. However, sod typically does not receive mulch. Please confirm whether this statement is correct.

A3. Mulch is not required to be installed in sodded areas. The word "grasses" in section 801-4.10 is in reference to ornamental grasses not sod.

Q4. Section 800-3.2.2.3 states that the marking tape should be 3 inches wide, whereas detail SDM 105, note 1, states the size to be 6 inches wide. Please clarify the actual size.

A4. Marking tape shall be 3 inches wide per section 800-3.2.2.3 and shall be installed in accordance with Standard Drawing SDM 105 "Warning/Identification Tape Installation".

Q5. Kindly confirm that all new valves shall utilize the existing wires to connect to the existing controllers, as indicated by some key notes on

certain sheets. However, other sheets do not reference key notes. Please clarify.

- A5. Irrigation key notes are sheet specific, and note for new control valve wire to be installed in conduit from controller to new valves. Install per plans.
- Q6. Please confirm if existing sleeves under existing pavement can be reused for new pipe installations.
- A6. The condition of existing sleeves buried under existing pavement throughout the site cannot be confirmed to be reusable for new pipe installation.
- Q7. Page 60 of the Plans has Tree Removal Information-screen shot below. It states Alive Trees to be Potentially Removed. How are we supposed to bid this? So that all the bidders are bidding on the same thing can you change this to a hard number? We cannot put a number on "Potential".
- A7. Refer to Sheet (0100606-060-D, L013) Tree Removal Phasing Plan Notes, Note 3, and the Tree Removal Table for tree removal information.
- Removing all trees shown in the plans to be removed (12)
 - Removing all trees shown in the plans to potentially be removed (31)

Rania Amen, Director
Engineering & Capital Projects Department

Dated: *June 5, 2025*
San Diego, California

RA/LA/yk/egz

Bid Results

Bidder Details

Vendor Name	Blue Pacific Engineering Construction, Inc
Address	8825 Aero Drive Suite 320 San Diego, California 92123 United States
Respondee	Shahram Elihu
Respondee Title	President
Phone	858-956-1456
Email	richard@bluepacificeng.com
Vendor Type	CAU, MALE, CADIR
License #	824455
CADIR	1000929035

Bid Detail

Bid Format	Electronic
Submitted	06/18/2025 1:53 PM (PDT)
Delivery Method	
Bid Responsive	
Bid Status	Submitted
Confirmation #	435583

Respondee Comment

Buyer Comment

Attachments

File Title	File Name	File Type
Pending Actions.pdf	Pending Actions.pdf	Contractor's Certification of Pending Actions
Mandatory Disclosure.pdf	Mandatory Disclosure.pdf	Mandatory Disclosure of Business Interests
Prime Debarment.pdf	Prime Debarment.pdf	Prime Debarment and Suspension Certification
DEBARSUBS.pdf	DEBARSUBS.pdf	Subcontractor Debarment and Suspension Certification
bid bond.pdf	bid bond.pdf	Bid Bond

Subcontractors

Showing 7 Subcontractors

Name & Address	Desc	License Num	CADIR	Amount	Type
A. B. Hashmi, Inc. 13066 Deer Canyon Court San Diego, California 92131	Concrete	798383	1000002125	\$411,200.00	DBE, ELBE, CADIR, Local
Crafters Fence, Inc 9510 Pathway Street suite B Santee, California 92071	Fencing	815320	1000014084	\$162,860.00	ELBE, Local
Frank and Son Paving, Inc. P.O. Box 698 Bonita, California 91908	Paving	612545	1000009502	\$69,069.00	WOSB, FEM, LAT, CADIR
Geocon Incorporated 6960 Flanders Drive San Diego, California 92121	Testing	000	1000929035	\$24,300.00	Local
Merkel & Associates, Inc. 5434 Ruffin Road San Diego, California 92123	Biological Monitoring	724891	1000021267	\$22,500.00	WBE, CAU, SLBE, FEM, CADIR, Local
Precision Striping, Inc. 545 W. Bradley Avenue El Cajon, California 92020	Striping	1026547	1000051515	\$32,000.00	CADIR, MALE, LAT, SLBE, Local
Western State Builders Inc 2141 Orange Ave Escondido, California 92029	Install shade and equipment	1069677	1000706410	\$75,616.00	CAU, MALE, CADIR, Local

Line Items

Discount Terms No Discount

Item #	Item Code	Type	Item Description	UOM	QTY	Unit Price	Line Total	Response	Comment
Main Bid							\$3,411,200.00		
1	524126		Bonds (Payment and Performance)	LS	1	\$60,000.00	\$60,000.00	Yes	
2	236220		Building Permits (EOC Type I)	AL	1	\$50,000.00	\$50,000.00	Yes	
3	238990		Construction of Rancho Bernardo Community Park Dog Park and ADA Improvements	LS	1	\$2,653,200.00	\$2,653,200.00	Yes	
4	238990		Construction Fencing (EOC Type I)	AL	1	\$50,000.00	\$50,000.00	Yes	
5	541330		Bio Monitoring	LS	1	\$40,000.00	\$40,000.00	Yes	
6	541380		Geotech Monitoring	LS	1	\$40,000.00	\$40,000.00	Yes	
7	238990		Mobilization	LS	1	\$100,000.00	\$100,000.00	Yes	
8			Field Orders (EOC Type II)	AL	1	\$200,000.00	\$200,000.00	Yes	
9	238990		Field Office Class D	LS	1	\$20,000.00	\$20,000.00	Yes	
10	541330		Traffic Control and Engineered Traffic Control Plans	LS	1	\$100,000.00	\$100,000.00	Yes	
11	541330		SWPPP Development	LS	1	\$5,000.00	\$5,000.00	Yes	
12	237310		SWPPP Implementation	LS	1	\$90,000.00	\$90,000.00	Yes	
13	541330		SWPPP Permit Fee (EOC Type I)	AL	1	\$3,000.00	\$3,000.00	Yes	

Line Item Subtotals

Section Title	Line Total
Main Bid	\$3,411,200.00
Grand Total	\$3,411,200.00