

# City of San Diego

**CONTRACTOR'S NAME:** De La Fuente Construction, Inc.

**ADDRESS:** 3025 Beyer Blvd Suite E-101, San Diego, CA 92154

**TELEPHONE NO.:** 619-512-5505

**FAX NO.:**

**CITY CONTACT:** Rosa I. Riego, Senior Contract Specialist, Email: [RRiego@sandiego.gov](mailto:RRiego@sandiego.gov)

Phone No. (619) 533-3426

Z. Rummani / A. Parra / N. Alkuree

## BIDDING DOCUMENTS



## FOR

## OCEAN AIR CP COMFORT STATION AND PARK IMPROVEMENTS, AND CARMEL VALLEY CP – TURF UPGRADES AND PARK IMPROVEMENTS

BID NO.: \_\_\_\_\_ **K-23-2117-DBB-3**

SAP NO. (WBS/IO/CC): \_\_\_\_\_ **S-16031, S-16029**

CLIENT DEPARTMENT: \_\_\_\_\_ **1714**

COUNCIL DISTRICT: \_\_\_\_\_ **1**

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

### **BID DUE DATE:**

**2:00 PM**

**MARCH 16, 2023**

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

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

**ENGINEER OF WORK**

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

Leigh Kyle  
1) Landscape Architect

1/26/23  
Date

Seal:



Edgar Lozano  
2) For City Engineer

01/26/2023  
Date

Seal:



Signed  
01/26/2023

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## REQUIRED DOCUMENTS SCHEDULE DURING BIDDING AND AWARDING

The Bidder's attention is directed to the City's Municipal Code §22.0807(e), (3)-(5) for important information regarding grounds for debarment for failure to submit required documentation.

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

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

ITEM	DOCUMENT TO BE SUBMITTED	WHEN DUE	FROM
1.	Bid Bond (PDF via PlanetBids)	At Time of Bid	ALL BIDDERS
2.	Contractors Certification of Pending Actions	At Time of Bid	ALL BIDDERS
3.	Mandatory Disclosure of Business Interests	At Time of Bid	ALL BIDDERS
4.	Debarment and Suspension Certification for Prime Contractors	At Time of Bid	ALL BIDDERS
5.	Debarment and Suspension Certification for Subcontractors, Suppliers & Mfgs	At Time of Bid	ALL BIDDERS
6.	Bid Bond (Original)	By 5PM 1 working day after bid opening	ALL BIDDERS
7.	SLBE Good Faith Effort Documentation	By 5 PM 3 working days after bid opening	ALL BIDDERS
8.	Form AA60 – List of Work Made Available	By 5 PM 3 working days after bid opening with Good Faith Effort (GFE) documentation	ALL BIDDERS
9.	If the Contractor is a Joint Venture: <ul style="list-style-type: none"> <li>• Joint Venture Agreement</li> <li>• Joint Venture License</li> </ul>	Within 10 working days of receipt by bidder of contract forms	AWARDED BIDDER

ITEM	DOCUMENT TO BE SUBMITTED	WHEN DUE	FROM
10.	Payment & Performance Bond; Certificates of Insurance & Endorsements; and Signed Contract Agreement Page	Within 10 working days of receipt by bidder of contract forms and NOI	AWARDED BIDDER
11.	Listing of "Other Than First Tier" Subcontractors	Within 10 working days of receipt by bidder of contract forms	AWARDED BIDDER

## NOTICE INVITING BIDS

1. **SUMMARY OF WORK:** This is the City of San Diego's (City) solicitation process to acquire Construction services for **Ocean Air CP Comfort Station and Park Improvements, and Carmel Valley CP – Turf Upgrades and Park Improvements**. For additional information refer to Attachment A.
2. **FULL AND OPEN COMPETITION:** This solicitation is subject to full and open competition and may be bid by Contractors on the City's approved Prequalified Contractors List. For information regarding the Contractors Prequalified list visit the City's web site: <http://www.sandiego.gov>.
3. **ESTIMATED CONSTRUCTION COST:** The City's estimated construction cost for this project is **\$5,130,000**.
4. **BID DUE DATE AND TIME ARE: March 16, 2023 at 2:00 PM.**
5. **PREVAILING WAGE RATES APPLY TO THIS CONTRACT:** Refer to Attachment D.
6. **LICENSE REQUIREMENT:** To be eligible for award of this contract, Prime contractor must possess the following licensing classification: **A**
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	<b>5.6%</b>
2. ELBE participation	<b>9.1%</b>
3. Total mandatory participation	<b>14.7%</b>
  - 7.2. The Bid may be declared non-responsive if the Bidder fails to meet the following requirements:
    - 7.2.1. Include SLBE-ELBE certified subcontractors at the overall mandatory participation percentage identified in this document; OR
    - 7.2.2. Submit Good Faith Effort (GFE) documentation, saved in searchable Portable Document Format (PDF), demonstrating the Bidder made a good faith effort to conduct outreach to and include SLBE-ELBE Subcontractors as required in this solicitation by 5 PM 3 Working Days after the Bid opening if the overall mandatory participation percentage is not met.

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

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

**Time: 1:00 PM**

**Date: February 14, 2023**

**Locations: Ocean Air CP, at 4770 Fairport Way, San Diego, CA, 92130  
And then Carmel Valley CP, at 3777 Townsgate Dr., San Diego, CA, 92130**

**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:

[RRiego@sandiego.gov](mailto:RRiego@sandiego.gov)

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



## INSTRUCTIONS TO BIDDERS

### 1. PREQUALIFICATION OF CONTRACTORS:

- 1.1. Contractors submitting a Bid must be pre-qualified for the total amount proposed, including all alternate items, prior to the date of submittal. Bids from contractors who have not been pre-qualified as applicable and Bids that exceed the maximum dollar amount at which contractors are pre-qualified may be deemed **non-responsive** and ineligible for award.
- 1.2. The completed application must be submitted online no later than 2 weeks prior to the bid opening.
- 1.3. **Joint Venture Bidders Cumulative Maximum Bidding Capacity:** For projects with an engineer's estimate of \$30,000,000 or greater, Joint Ventures submitting bids may be deemed responsive and eligible for award if the cumulative maximum bidding capacity of the individual Joint Venture entities is equal to or greater than the total amount proposed.
  - 1.3.1. Each of the entities of the Joint Venture must have been previously prequalified at a minimum of \$15,000,000.
  - 1.3.2. Bids submitted with a total amount proposed of less than \$30,000,000 are not eligible for Cumulative Maximum Bidding Capacity prequalification. To be eligible for award in this scenario, the Joint Venture itself or at least one of the Joint Venture entities must have been prequalified for the total amount proposed.
  - 1.3.3. Bids submitted by Joint Ventures with a total amount proposed of \$30,000,000 or greater on a project with an engineer's estimate of less than \$30,000,000 are not eligible for Cumulative Maximum Bidding Capacity prequalification.
  - 1.3.4. The Joint Venture designated as the Apparent Low Bidder shall provide evidence of its corporate existence and furnish good and approved bonds in the name of the Joint Venture within 14 Calendar Days of receipt by the Bidder of a form of contract for execution.
- 1.4. Complete information and links to the on-line prequalification application are available at:  
  
<http://www.sandiego.gov/cip/bidopps/prequalification>
- 1.5. Due to the City's responsibility to protect the confidentiality of the contractors' information, City staff will not be able to provide information regarding contractors' prequalification status over the telephone. Contractors may access real-time information about their prequalification status via their vendor profile on [PlanetBids™](#).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**7. INSURANCE REQUIREMENTS:**

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

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

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

Title	Edition	Document Number
Standard Specifications for Public Works Construction (“The GREENBOOK”) <a href="http://www.greenbookspecs.org/">http://www.greenbookspecs.org/</a>	2021	ECPI010122-01
City of San Diego Standard Specifications for Public Works Construction (“The WHITEBOOK”)* <a href="https://www.sandiego.gov/ecp/edocref/greenbook">https://www.sandiego.gov/ecp/edocref/greenbook</a>	2021	ECPI010122-02
City of San Diego Standard Drawings* <a href="https://www.sandiego.gov/ecp/edocref/standarddraw">https://www.sandiego.gov/ecp/edocref/standarddraw</a>	2021	ECPI010122-03
Citywide Computer Aided Design and Drafting (CADD) Standards <a href="https://www.sandiego.gov/ecp/edocref/drawings">https://www.sandiego.gov/ecp/edocref/drawings</a>	2018	PWPI010119-04
California Department of Transportation (CALTRANS) Standard Specifications <a href="https://dot.ca.gov/programs/design/ccs-standard-plans-and-standard-specifications">https://dot.ca.gov/programs/design/ccs-standard-plans-and-standard-specifications</a>	2018	PWPI030119-05

Title	Edition	Document Number
CALTRANS Standard Plans <a href="https://dot.ca.gov/programs/design/ccs-standard-plans-and-standard-specifications">https://dot.ca.gov/programs/design/ccs-standard-plans-and-standard-specifications</a>	2018	PWPI030119-06
California Manual on Uniform Traffic Control Devices Revision 6 (CA MUTCD Rev 6) <a href="https://dot.ca.gov/programs/safety-programs/camutcd/camutcd-files">https://dot.ca.gov/programs/safety-programs/camutcd/camutcd-files</a>	2014	PWPI060121-10
<p><b>NOTE:</b> *Available online under Engineering Documents and References at: <a href="https://www.sandiego.gov/ecp/edocref/">https://www.sandiego.gov/ecp/edocref/</a></p> <p>*Electronic updates to the Standard Drawings may also be found in the link above</p>		

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

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

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

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

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

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

**14. AWARD:**

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

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

- 19.3.** The Bidder agrees that in the event of the Bidder's failure to execute this contract and provide the required final bonds, the money represented by the cashier's or certified check will remain the property of the City; and the Surety agrees that it will pay to the City the damages, not exceeding the sum of 10% of the amount of the Bid, that the City may suffer as a result of such failure.
- 19.4.** At the time of bid submission, bidders must upload and submit an electronic PDF copy of the aforementioned bid security. Whether in the form of a cashier's check, a properly certified check or an approved corporate surety bond payable to the City of San Diego, the bid security must be uploaded to the City's eBidding system. By 5PM, 1 working day after the bid opening date, all bidders must provide the City with the original bid security.
- 19.5.** Failure to submit the electronic version of the bid security at the time of bid submission AND failure to provide the original by 5PM, 1 working day after the bid opening date shall cause the bid to be rejected and deemed **non-responsive**.

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

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

- 20.1.** This contract may be awarded to the lowest responsible and reliable Bidder.
- 20.2.** Bidders shall complete ALL eBid forms as required by this solicitation. Incomplete eBids will not be accepted.
- 20.3.** The City reserves the right to reject any or all Bids, to waive any informality or technicality in Bids received, and to waive any requirements of these specifications as to bidding procedure.
- 20.4.** Bidders will not be released on account of their errors of judgment. Bidders may be released only upon receipt by the City within 3 Working Days of the bid opening, written notice from the Bidder which shows proof of honest, credible, clerical error of a material nature, free from fraud or fraudulent intent; and of evidence that reasonable care was observed in the preparation of the Bid.
- 20.5.** A bidder who is not selected for contract award may protest the award of a contract to another bidder by submitting a written protest in accordance with the San Diego Municipal Code.



- 20.6.** The City of San Diego will not discriminate in the award of contracts with regard to race, religion creed, color, national origin, ancestry, physical handicap, marital status, sex or age.
- 20.7.** Each Bid package properly signed as required by these specifications shall constitute a firm offer which may be accepted by the City within the time specified herein.
- 20.8.** The City reserves the right to evaluate all Bids and determine the lowest Bidder on the basis of the base bid and any proposed alternates or options as detailed herein.

**21. BID RESULTS:**

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

**22. THE CONTRACT:**

- 22.1.** The Bidder to whom award is made shall execute a written contract with the City of San Diego and furnish good and approved bonds and insurance certificates specified by the City within 14 days after receipt by Bidder of a form of contract for execution unless an extension of time is granted to the Bidder in writing.
- 22.2.** If the Bidder takes longer than 14 days to fulfill these requirements, then the additional time taken shall be added to the Bid guarantee. The Contract shall be made in the form adopted by the City, which includes the provision that no claim or suit whatsoever shall be made or brought by Contractor against any officer, agent, or employee of the City for or on account of anything done or omitted to be done in connection with this contract, nor shall any such officer, agent, or employee be liable hereunder.
- 22.3.** If the Bidder to whom the award is made fails to enter into the contract as herein provided, the award may be annulled and the Bidder's Guarantee of Good Faith will be subject to forfeiture. An award may be made to the next lowest responsible and reliable Bidder who shall fulfill every stipulation embraced herein as if it were the party to whom the first award was made.
- 22.4.** Pursuant to the San Diego City Charter section 94, the City may only award a public works contract to the lowest responsible and reliable Bidder. The City will require the

Apparent Low Bidder to (i) submit information to determine the Bidder's responsibility and reliability, (ii) execute the Contract in form provided by the City, and (iii) furnish good and approved bonds and insurance certificates specified by the City within 14 Days, unless otherwise approved by the City, in writing after the Bidder receives notification from the City, designating the Bidder as the Apparent Low Bidder and formally requesting the above mentioned items.

- 22.5.** The award of the Contract is contingent upon the satisfactory completion of the above-mentioned items and becomes effective upon the signing of the Contract by the Mayor or designee and approval as to form by the City Attorney's Office. If the Apparent Low Bidder does not execute the Contract or submit required documents and information, the City may award the Contract to the next lowest responsible and reliable Bidder who shall fulfill every condition precedent to award. A corporation designated as the Apparent Low Bidder shall furnish evidence of its corporate existence and evidence that the officer signing the Contract and bond for the corporation is duly authorized to do so.
- 23. EXAMINATION OF PLANS, SPECIFICATIONS, AND SITE OF WORK:** The Bidder shall examine carefully the Project Site, the Plans and Specifications, other materials as described in the Special Provisions, Section 3-9, "TECHNICAL STUDIES AND SUBSURFACE DATA", and the proposal forms (e.g., Bidding Documents). The submission of a Bid shall be conclusive evidence that the Bidder has investigated and is satisfied as to the conditions to be encountered, as to the character, quality, and scope of work, the quantities of materials to be furnished, and as to the requirements of the Bidding Documents Proposal, Plans, and Specifications.
- 24. CITY STANDARD PROVISIONS:** This contract is subject to the following standard provisions. See The WHITEBOOK for details.
- 24.1.** The City of San Diego Resolution No. R-277952 adopted on May 20, 1991 for a Drug-Free Workplace.
- 24.2.** The City of San Diego Resolution No. R-282153 adopted on June 14, 1993 related to the Americans with Disabilities Act.
- 24.3.** The City of San Diego Municipal Code §22.3004 for Contractor Standards.
- 24.4.** The City of San Diego's Labor Compliance Program and the State of California Labor Code §§1771.5(b) and 1776.
- 24.5.** Sections 1777.5, 1777.6, and 1777.7 of the State of California Labor Code concerning the employment of apprentices by contractors and subcontractors performing public works contracts.
- 24.6.** The City's Equal Benefits Ordinance (EBO), Chapter 2, Article 2, Division 43 of The San Diego Municipal Code (SDMC).

**24.7.** The City's Information Security Policy (ISP) as defined in the City's Administrative Regulation 90.63.

**25. PRE-AWARD ACTIVITIES:**

**25.1.** The contractor selected by the City to execute a contract for this Work shall submit the required documentation as specified herein and in the Notice of Intent to Award. Failure to provide the information as specified may result in the Bid being rejected as **non-responsive**.

**25.2.** The decision that bid is non-responsive for failure to provide the information required within the time specified shall be at the sole discretion of the City.

## PERFORMANCE BOND, LABOR AND MATERIALMEN'S BOND

---

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

De La Fuente Construction, Inc. \_\_\_\_\_, a corporation, as principal, and  
Markel 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 **Six Million Eighty  
Nine Thousand Five Hundred Forty Two Dollars and Zero Cents (\$6,089,542.00)** for the faithful  
performance of the annexed contract, and in the sum of **Six Million Eighty Nine Thousand Five  
Hundred Forty Two Dollars and Zero Cents (\$6,089,542.00)** for the benefit of laborers and  
materialmen designated below.

#### **Conditions:**

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

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

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

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

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

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

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

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

THE CITY OF SAN DIEGO

APPROVED AS TO FORM

Mara W. Elliott, City Attorney

By: Beric Doringo

By: Dana Fairchild

Print Name: Beric Doringo  
Deputy Director  
Purchasing & Contracting Department

Print Name: Dana Fairchild  
Deputy City Attorney

Date: 6/16/2023

Date: 6/22/2023

CONTRACTOR

SURETY

By: [Signature]

By: [Signature]  
Attorney-In-Fact

Print Name: Jorge Diaz, President

Print Name: Alexander Karaniwan

Date: 5/5/23

Date: 05/01/2023

110 West A Street, Suite 725, San Diego, CA

Local Address of Surety

619-297-3160

Local Phone Number of Surety

\$48,714.00

Premium

4460172

Bond Number

# JOINT LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That SureTec Insurance Company, a Corporation duly organized and existing under the laws of the State of Texas and having its principal office in the County of Harris, Texas and Markel Insurance Company (the "Company"), a corporation duly organized and existing under the laws of the state of Illinois, and having its principal administrative office in Glen Allen, Virginia, does by these presents make, constitute and appoint:

William Ray Bodensadt, Travis Jon Pearson, Kyle King, Hannah McGarvey, Alexander Karaniwan

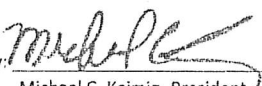
Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on their own behalf, individually as a surety or jointly, as co-sureties, and as their act and deed any and all bonds and other undertaking in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

Thirty Million and 00/100 Dollars (\$30,000,000.00)

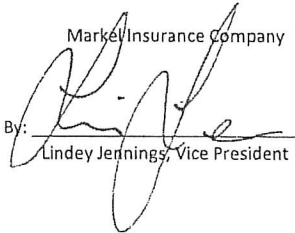
This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolutions adopted by the Board of Directors of SureTec Insurance Company and Markel Insurance Company:

"RESOLVED, That the President, any Senior Vice President, Vice President, Assistant Vice President, Secretary, Assistant Secretary, Treasurer or Assistant Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the SureTec Insurance Company and Markel Insurance Company, as the case may be, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, Markel Insurance Company and SureTec Insurance Company have caused their official seal to be hereunto affixed and these presents to be signed by their duly authorized officers on the 27th day of January, 2023.

SureTec Insurance Company  
By:   
Michael C. Keimig, President

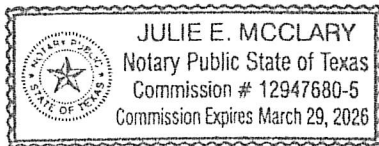


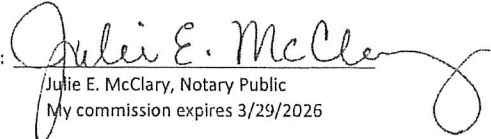
Markel Insurance Company  
By:   
Lindey Jennings, Vice President

State of Texas  
County of Harris:

On this 27th day of January, 2023 A. D., before me, a Notary Public of the State of Texas, in and for the County of Harris, duly commissioned and qualified, came THE ABOVE OFFICERS OF THE COMPANIES, to me personally known to be the individuals and officers described in, who executed the preceding instrument, and they acknowledged the execution of same, and being by me duly sworn, disposed and said that they are the officers of the said companies aforesaid, and that the seals affixed to the proceeding instrument are the Corporate Seals of said Companies, and the said Corporate Seals and their signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of the said companies, and that Resolutions adopted by the Board of Directors of said Companies referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal at the County of Harris, the day and year first above written.

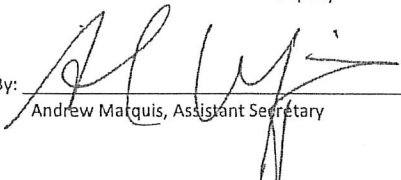


By:   
Julie E. McClary, Notary Public  
My commission expires 3/29/2026

We, the undersigned Officers of SureTec Insurance Company and Markel Insurance Company do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, we have hereunto set our hands, and affixed the Seals of said Companies, on the 1st day of May, 2023.

SureTec Insurance Company  
By:   
M. Brent Beaty, Assistant Secretary

Markel Insurance Company  
By:   
Andrew Marquis, Assistant Secretary

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT** Civil Code § 1189

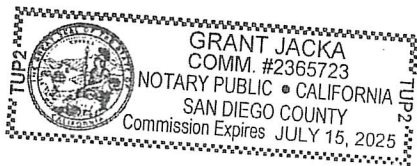
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA

County of San Diego

On MAY 01 2023 before me, Grant Jacka, Notary Public,  
Date Insert Name of Notary exactly as it appears on the official seal

personally appeared Alexander Karaniwan  
Name(s) of Signer(s)



Place Notary Seal Above

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

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

Witness my hand and official seal.

Signature [Handwritten Signature]  
Signature of Notary Public

**OPTIONAL**

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

**Description of Attached Document**

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

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

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

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

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



Signer is Representing:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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



Signer is Representing:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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



## SCOPE OF WORK

### 1. SCOPE OF WORK:

- Ocean Air CP Comfort Station and Park Improvements: This project includes provide and install of a Prefabricated Comfort Station, Concession and Storage Building, Prefabricated Shade Structures, Picnic Tables, improve the accessible parking stalls with curb ramps signs, and other Improvements within the park. the Prefabricated Building and Shade structures are differed approved submittals.
- Carmel Valley CP Turf Upgrade and Park Improvements: This project includes the removal and disposal of the natural sports field turf and provide and install new synthetic turf with new irrigation system. The replacement of the existing main wide concrete ramp with accessible one, provide and install new prefabricated mesh along this ramp, railings, fencing, barriers and stairs, new biofiltration modular wetlands, new bleachers, drinking fountain, accessible picnic tables, new dugout gates kickplates, the upgrades to the existing restrooms, and other improvements within the park. The bleachers and the main ramp fence mesh panels are differed approved submittals.
- This Lump Sum Bid Item shall include all required Special Inspections and Traffic Control plans, permits and implementations.

#### 1.1. The Work shall be performed in accordance with:

- 1.1.1. The Notice Inviting Bids and Plans numbered **40318-01-D** through **40318-94-D**, inclusive.

For Plans numbered **40318-01-D** through **40318-94-D**, refer to the link below:

<https://drive.google.com/drive/folders/1GbagN-HwRNO42ijT0qWx4W64a6XbxFe>

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

See **Appendix E – Location Maps**

### 3. CONTRACT TIME: The Contract Time for completion of the Work, including the Plant Establishment Period, shall be **330 Working Days**.

**ATTACHMENT B**

**RESERVED**

## PHASED FUNDING SCHEDULE AGREEMENT

The particulars left blank below, such as the total number of phases and the amounts assigned to each phase, will be completed with funding specific information from the Pre-Award Schedule and Construction Cost Loaded Schedule submitted to and approved by the City.

**BID NUMBER:** K-23-2117-DBB-3

**CONTRACT OR TASK TITLE:** OCEAN AIR CP COMFORT STATION AND PARK IMPROVEMENTS, AND CARMEL VALLEY CP - TURF UPGRADES AND PARK IMPROVEMENTS

**CONTRACTOR:** De La Fuente Construction Inc.

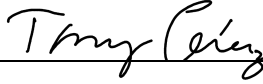
Funding Phase	Phase Description	Phase Start	Phase Finish	Not-to-Exceed Amount
1	Bonds LS (\$78,100); Building Permit AL (\$40,000) Construction of Carmel Valley CP LS (\$2,750,000) including: mobilization/demobilization, testing, inspections finishes, traffic control, utilities and other works per contract; Design, permits and deposit of the deferred approved submittals LS (\$750,000); Field Orders AL (\$396,000); SWPPP Development LS (\$1,625); SWPPP Implementation LS (\$28,000); SWPPP Permit AL (\$3,000)	NTP	NOC	\$4,046,725.00
2	Fabrication, delivery and installation of Ocean Air CP and Carmel Valley CP deferred submittals works LS (\$2,027,167) including: mobilization/demobilization, testing, inspections, finishes, traffic control, utilities and other works per contract. WPCP Development LS (\$650) WPCP Implementation LS (\$15,000)	01/01/2024	NOC	\$2,042,817.00
<b>Contract Total</b>				<b>\$6,089,542.00</b>

**Notes:**

- 1) WHITEBOOK section 7-3.10, "Phased Funding Compensation" applies.
- 2) The total of all funding phases shall be equal to the TOTAL BID PRICE as shown on BID SCHEDULE 1 - PRICES.
- 3) This PHASED FUNDING SCHEDULE AGREEMENT will be incorporated into the CONTRACT and shall only be revised by written modifications to the CONTRACT.

**CITY OF SAN DIEGO**

PRINT NAME: Tony Perez  
**Construction Senior Engineer**

Signature: 

Date: 5/12/2023

PRINT NAME: Edgar Lozano  
**Design Senior Engineer**

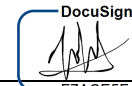
Signature: 

Date: 05/08/2023

**CONTRACTOR**

PRINT NAME: Jorge Diaz De La Fuente

Title: President

Signature:   
DocuSigned by:  
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Date: 05/08/2023

**ATTACHMENT C**  
**EQUAL OPPORTUNITY CONTRACTING PROGRAM**

## EQUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP)

### SECTION A - GENERAL REQUIREMENTS

#### A. INTRODUCTION.

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

#### B. GENERAL.

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

#### C. DEFINITIONS.

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

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

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

**D. CITY'S EQUAL OPPORTUNITY COMMITMENT.**

**1. Nondiscrimination in Contracting Ordinance.**

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

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

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

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



**E. EQUAL EMPLOYMENT OPPORTUNITY OUTREACH PROGRAM.**

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

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

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

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

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

**F. SUBCONTRACTING.**

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

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

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

**G. LISTS OF SUBCONTRACTORS AND SUPPLIERS.**

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

**H. SUBCONTRACTOR AND SUPPLIER SUBSTITUTIONS.**

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

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

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

**I. PROMPT PAYMENT.**

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

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

**J. PROMPT PAYMENT OF FUNDS WITHHELD TO SUBCONTRACTORS.**

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

**K. CERTIFICATION.**

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

**L. CONTRACT RECORDS AND REPORTS.**

1. You shall maintain records of all subcontracts and invoices from your

Subcontractors and Suppliers for work on this project. Records shall show name, telephone number including area code, and business address of each Subcontractor, Supplier, and joint venture partner, and the total amount actually paid to each firm. Project relevant records, regardless of tier, may be periodically reviewed by the City.

2. You shall retain all records, books, papers, and documents pertinent to the Contract for a period of not less than 5 years after Notice of Completion and allow access to said records by the City's authorized representatives.
3. You shall submit the following reports using the City's web-based contract compliance (Prism® portal):
  - a. **Monthly Payment.** You shall submit Monthly Payment Reporting by the 10<sup>th</sup> day of the subsequent month. Incomplete and/or delinquent reporting may cause payment delays, non-payment of invoices, or both.
4. The records maintained under item 1, described above, shall be consolidated into a Final Summary Report, certified as correct by an authorized representative of the Contractor. The Final Summary Report shall include all subcontracting activities and be sent to the EOCP Program Manager prior to Acceptance. Failure to comply may result in assessment of liquidated damages or withholding of retention. The City will review and verify 100% of subcontract participation reported in the Final Summary Report prior to approval and release of final retention to you. In the event your Subcontractors are owed money for completed Work, the City may authorize payment to subcontractor via a joint check from the withheld retention.

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

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

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

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

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



## B.

### DEFINITIONS.

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

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

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

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

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

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

**C. SUBCONTRACTOR PARTICIPATION.**

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

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

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

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

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

- c) Bid discounts shall not apply if the award will result in a total contract cost of \$50,000 in excess of the apparent lowest Bid.
  - d) In the event of a tie bid between a SLBE-ELBE Bidder and a non-SLBE-ELBE Bidder, the SLBE-ELBE Bidder will be awarded the Contract.
  - e) In the event of a tie bid between a discounted Bid and a non-discounted Bid, the discounted Bid will be awarded the Contract.
3. Contracts valued over \$250,000 up to \$500,000 will be considered Minor Public Works Contracts and will be awarded through a competitive Bid process open only to City certified SLBE-ELBE firms. If there are no bidders or no responsible bidders, the Contract will be made available to all Bidders and will be subject to requirements listed in items 1 and 2 for Major Public Works Contracts above.
  4. Contracts valued at \$250,000 and below will also be considered Minor Public Works Contracts and will be awarded through a competitive bid process open only to City certified ELBEs unless there are less than 2 firms available at which it will be awarded through a competitive process open only to the City certified SLBE-ELBE firms. If there are no bidders or no responsible bidders, the Contract will be made available to all Bidders and subject to requirements listed in items 1 and 2 for Major Public Works Contracts above.

**E. JOINT VENTURES.**

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

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

**F. MAINTAINING PARTICIPATION LEVELS.**

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

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

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

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

**H. GOOD FAITH EFFORT DOCUMENTATION.**

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

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

**I. SUBCONTRACTOR SUBSTITUTION.**

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

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

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

**K. RESOURCES.**

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

## PREVAILING WAGE

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

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

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

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

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

## **SUPPLEMENTARY SPECIAL PROVISIONS**

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

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

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

- 1-2 TERMS AND DEFINITIONS.** To the "WHITEBOOK", item 55, "Normal Working Hours", DELETE in its entirety and SUBSTITUTE with the following:

**Normal Working Hours** - Normal Working Hour core periods shall be **7:00 AM – 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.** To the "WHITEBOOK", ADD the following:

2. You shall obtain the following permits:
  - a) Building Permits

### **SECTION 3 – CONTROL OF THE WORK**

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

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

- 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 Evaluation Report Ocean Air Community Park Improvements November 3, 2021 by Ninyo & Moore.
  - b) Geotechnical Evaluation Report Carmel Valley Community Park Improvements November 19, 2019 by Ninyo & Moore.

6. The reports listed above are available for review at the following link:

<https://drive.google.com/drive/folders/13vtAxshJlwA5kkr-y5AZmkZJJpLABRCL>

**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.

**3-13.3.1 Defective Work.** To the "WHITEBOOK", item 6, DELETE in its entirety and SUBSTITUTE with the following:

6. For Building Projects which require a certificate of occupancy, not including sewer and water facilities, if you fail to correct the defective Work listed on the City's Punchlist within **45 Working Days** after the Contract Time, you shall reimburse the City for all costs to provide inspection services required to monitor Work beyond the **45 Working Days**. The City shall bill you for the additional inspection at the City's established rates.



## SECTION 4 - CONTROL OF MATERIALS

**4-3.4 Specialty Inspection Paid for by the Contractor.** To the "WHITEBOOK", ADD the following:

2. The specialty inspections required are listed as follows:
  - a) Prefabricated Building, and shade structures
  - b) Concrete, Soil Compaction and anchors

**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:
  - a) Certify this to the City in writing, and
  - b) Agree in writing to require the Subcontractor to procure Professional Liability coverage in accordance with the requirements set forth here.

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

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

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

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

**5-4.5 Policy Endorsements.**

**5-4.5.1 Commercial General Liability Insurance.**

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

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

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

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

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

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

terms of the policy or policies and which arise from Work performed by the Named Insured for the City.

**5-4.5.5 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 materials in **Appendix D - Sample City Invoice with Cashflow Forecast** 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 **Carmel Valley Community Park – Turf Upgrade** Project, WBS No. **S-16029**, and **Addendum to an Environmental Impact Report** for **Carmel Valley Community Park South (Ocean Air CP Comfort Station and Park Improvements)**, Project No. **25663**, as referenced in the Contract Appendix. You shall comply with all requirements of the **Notice of Exemption** and **Addendum to an Environmental Impact Report** 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.

**SECTION 7 – MEASUREMENT AND PAYMENT**

**7-3.1**

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

The Lump Sum Bid item for "**Construction of Carmel Valley CP - Turf Upgrades, and Ocean Air CP Comfort Station Park Improvements**", shall include, and not be limited to:

- Ocean Air CP Comfort Station and Park Improvements: This project includes provide and install of a Prefabricated Comfort Station, Concession and Storage Building, Prefabricated Shade Structures, Picnic Tables, improve the accessible parking stalls with curb ramps signs, and other Improvements within the park. the Prefabricated Building and Shade structures are differed approved submittals.
- Carmel Valley CP Turf Upgrade and Park Improvements: This project includes the removal and disposal of the natural sports field turf and provide and install new synthetic turf with new irrigation system. The replacement of the existing main wide concrete ramp with accessible one, provide and install new prefabricated mesh along this ramp, railings, fencing, barriers and stairs, new biofiltration modular wetlands, new bleachers, drinking fountain, accessible picnic tables, new dugout gates kickplates, the upgrades to the existing restrooms, and other improvements within the park. The bleachers and the main ramp fence mesh panels are differed approved submittals.

This Lump Sum Bid Item shall include all required Special Inspections and Traffic Control plans, permits and implementations.

This Lump Sum work is specified in the Drawings Plans, Contract Documents, and Technical Specifications Sections.

**7-3.11**

**Compensation Adjustments for Price Index Fluctuations.** To the "WHITEBOOK", ADD the following:

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

## SECTION 200 – ROCK MATERIALS

To the “WHITEBOOK”, ADD the following:

### **200-3 STABILIZED DECOMPOSED GRANITE PAVING.**

#### **200-3.1 General.**

##### **200-3.1.1 Definitions and Applicable Standards.**

1. References:
  - a) ASTM – American Society for Testing and Materials.
  - b) AASHTO – American Association of State Highway and Transportation Officials.
  - c) ADAAG – American with Disabilities Act Accessibility Guidelines.
  - d) CBC – California Building Code, Title 24 Disabled Access Regulations.
2. Definitions:
  - a) Percent Compaction: Per ASTM D1557, percentage of the maximum in-place dry density of the same material, as determined by the Geotechnical Engineer.
  - b) Stabilized Decomposed Granite Paving: Shall consist of a thoroughly pre-blended mixture (before placement) of Decomposed Granite material (fines) and Organic Binder (“Stabilizer”), that is set in lifts, reacted with water, and compacted in place, creating a universally-accessible finished surface of Stabilized Decomposed Granite Paving.
3. Standards for Installation:
  - a) Standard Specifications: Standard Specifications of the State of California, Business and Transportation Agency, Department of Transportation (CALTRANS).

##### **200-3.1.2 Submittals.**

1. Product/Material Data. Submit available product data, manufacturing source (name, address, and telephone number), and distributor source (name, address, and telephone number) for each type of material and product as follows:
  - a) Decomposed Granite Material.
  - b) Organic Binder.
  - c) Soil Sterilant (Herbicide).



2. Miscellaneous Data:
  - a) Material Test Reports: Submit certified copies of the field tests performed (testing the compressive strengths) of the Stabilized Decomposed Granite Paving finished surface.
  - b) Recommendation: Submit written recommendation from the Manufacturer/Distributor of the Organic Binder, indicating the quantity (pounds) of Organic Binder required per ton of Decomposed Granite material (lbs./ton). Recommendation shall be specific to each type of Stabilized Decomposed Granite material specified herein.
3. Material Samples: Furnish the following Material Samples, bound and individually wrapped in re-sealable labeled plastic bags (as applicable):
  - a) Submit sample in sufficient quantity (one (1) pound minimum, per bag) of each Stabilized Decomposed Granite material (with and without Organic Binder) for review to ensure color will be compatible with the Project.
4. Field-Constructed Mock-up:
  - a) Build Field-Constructed Mock-up using materials and same base construction including special features for surface finish, compaction within lifts, color(s), and contiguous work, as indicated for the final unit of Work.
    - i. Locate Field-Constructed Mock-ups in a secure location as approved by the City's Representative. Mockups can be included as a part of the completed Work, but the City's Representative reserves the right to reject the Mock-up in which case the rejected Mock-up will be demolished and another Mock-up erected for review.
    - ii. Notify the City's Representative when Field-Constructed Mock-ups will be erected.
    - iii. Demonstrate quality and range of aesthetic effects and workmanship in the Field-Constructed Mock-ups that will be produced in final unit of Work.
    - iv. Obtain the City's Representative's approval of Field-Constructed Mock-ups in writing, before the start of Work. Approved Mock-ups are a prerequisite to commencing Work under this Section.
  - b) Size: Each Field-Constructed Mock-up shall measure four-feet (4') wide and six-feet (6') long, and at the specified respective depth and

compaction requirement of Stabilized Decomposed Granite Paving, to compare the aesthetics of material colors, textures, and finishes.

- i. When the City's Representative determines that the Field-Constructed Mock-up does not meet requirements, retain it for reference and provide another Field-Constructed Mock-up until the Field-Constructed Mock-up is approved by the City's Representative.
  - c) Approved Field-Constructed Mock-up will be the standard by which remaining Work will be evaluated for technical and aesthetic merit.
5. Qualification Data: Submit names for firms and persons specified in the "Quality Assurance and Control" Article to demonstrate their capabilities and experience on similar Decomposed Granite installations.

**200-3.1.3 Quality Assurance and Control.**

1. Installer Qualifications:
  - a) Engage an experienced Installer who has completed at least three (3) Stabilized Decomposed Granite installations similar in material, design, and extent to that indicated for this Project, and whose work has resulted in construction with a record of successful in-service performance.
  - b) Installer's Field Supervision: Require Installer to maintain an experienced full-time supervisor on the Project site during times that installations under this Section are in progress.
2. Source Limitations: Obtain each type of Stabilized Decomposed Granite material from the same Manufacturer's plant.
3. Single-Source Responsibility: Obtain each color, type, and/or variety of Stabilized Decomposed Granite material from a single source with resources to provide products and materials of consistent quality in appearance and physical properties without delaying the Work.
4. Manufacturer's Directions: Follow Manufacturer's directions and drawings in cases where the Manufacturers of articles used in this Section furnish directions covering points not shown in the Contract Drawings and Contract Specifications.

**200-3.1.4 Delivery, Storage, and Handling.**

1. Protect Stabilized Decomposed Granite material from contamination with foreign materials. Isolate stockpiles to prevent mixing of different aggregate grades prevent contamination with organic materials.

2. Deliver perishable material in original, unopened packaging. Protect from dampness.
3. Deliver and install Stabilized Decomposed Granite materials so as to not delay Work, and install only after preparations for installation have been completed.

**200-3.1.5 Coordination, Scheduling, and Observations.**

1. Verify conditions at the Project Site for Work that affects installation under this Section. Coordinate materials of other Sections to be provided as part of Work under this Section.
2. Utilities: Determine location of above grade and underground utilities and perform Work in a manner which will avoid damage to utilities. Hand excavate, as required. Maintain grade stakes until removal is mutually agreed upon by parties concerned.
3. Excavation: When conditions detrimental to installing Stabilized Decomposed Granite is encountered, such as rubble fill, adverse drainage conditions, or obstructions, cease installation operations and notify City's Representative for further direction.
4. Traffic Control: Maintain access for vehicular, bicycle, and pedestrian traffic as required for other construction activities during installation of Stabilized Decomposed Granite. Access shall also be unobstructed and maintained at all times to allow for entry and exit of emergency vehicles.
5. Grades and Levels: Establish and maintain required levels and grade elevations. Review installation procedures and coordinate Work herein this Section with other Work affected.
6. Installation: Perform installation of Stabilized Decomposed Granite only when weather and soil conditions during rain or while sub base is wet from rain. Do not apply Soil Sterilant when winds exceed 10 mph or during or immediately after rain.
7. Sequence and Scheduling:
  - a) Do not install Work under this Section prior to acceptance of sub-grade preparation Work under another Section.
  - b) Coordinate to insure proper placement of below-grade irrigation sleeves (per Section 02810) prior to installation of Stabilized Decomposed Granite Paving.
  - c) Provide Concrete Paving (per Section 02751) prior to placement of Stabilized Decomposed Granite Paving.
8. Contractor shall request, in writing, at least one (1) week in advance of the time when mandatory site observation(s) by the University's Representative are required.

**200-3.1.6 Landscape Establishment Period.**

1. During the duration of the Landscape Establishment Period, continuously maintain Stabilized Decomposed Granite finishes until Final Acceptance of Work is granted. Immediately repair damage to the Work as the result of weather or traffic conditions. Report damage resulting from Work of other trades after installation of Stabilized Decomposed Granite Work. Repair to match adjacent undisturbed Work.

**200-3.2 Products.**

**200-3.2.1 Decomposed Granite Material.**

1. Clean, hard, durable particles or fragmented fines of select crushed granite, river rock, or basalt. Material fines shall be evenly mixed throughout the aggregate. When produced from gravel, fifty percent (50%) by weight of the material retained on a No. 4 sieve shall have one (1) fractured face.
2. The portion retained on the No. 4 sieve shall have a maximum percentage of wear of 50 at 500 revolutions as determined by AASHTO T96-77.
3. Portion passing a No. 4 sieve shall have a maximum liquid limit of 25 and a maximum plasticity index of 7, as determined by AASHTO T89-81 and AASHTO 90-81 respectively.
4. Composition: Decomposed Granite material shall be free from clay lumps, vegetable matter, or deleterious material.
5. Grading Requirements:

Percentage of Weight Passing a Square Mesh Sieve (AASHTO T11-82 and T27-82)	
<u>Sieve Size</u>	<u>Percent Passing</u>
3/8"	100%
No. 4	95 – 100%
No. 8	75 – 80%
No.16	55 – 65%
No. 30	40 – 50%
No. 50	25 – 35%
No. 100	20 – 25%
No. 200	5 – 15%

6. Products & Manufacturers: Provide products by one (1) of the following:
  - a) Decomposed Granite Paving:
    - i. Type/Color: Refer to the Contract Drawings.
    - ii. Supplier: Refer to the Contract Drawings.
    - iii. Or equal.

**200-3.2.2 Organic Binder.**

1. Organic Binder: Non-toxic, colorless, odorless, non-staining, concentrated organic powder that, when water is applied and then compressed, binds the Decomposed Granite material together, creating a natural-appearing, firm surface of Stabilized Decomposed Granite Paving.
  - a) Material: Stabilizer®, Stabilizer Solutions, Inc., Phoenix, AZ.
    - i. Supplier:
      - A. KRC Rock, San Marcos, CA, ph. 800-427-0572.
      - B. Southwest Boulder & Stone, Fallbrook, CA, ph. 877.792.7625.
      - C. Or equal.
    - ii. Application Rate: Per Manufacturer's written recommendations. Minimum application rate of 12 lbs./ton.
  - b) Material: *Natraci*™ Organic Binder.
    - i. Supplier:
      - A. Gail Materials, Corona, CA, 951-279-1095.
      - B. Or equal.
    - ii. Application Rate: Per Manufacturer's written recommendations. Minimum application rate of 12 lbs./ton.

**200-3.2.3 Equipment.**

1. Mixing Equipment: Batch-type, using revolving blades or rotary drum.
2. Compaction Equipment: Heavy lawn roller (minimum 225 pounds and maximum 30-inch width).

**200-3.2.4 Accessories.**

1. Soil Sterilant: Spray-applied, Non-Selective Post-Emergent Herbicide, for control of annual grasses and broadleaf weeds. Refer to Section 02932 – Landscape Planting Accessories. Apply in locations designated to receive Stabilized Decomposed Granite Paving only.

2. Aggregate Sub-Base: Class II, per “Standard Specifications”, as required.
3. Water: Per ASTM C 94, from potable domestic source, and free from deleterious materials such as oils, acids, and organic matter. Transport as required.
4. Edging Materials: Refer to Section 800 and 801 Landscaping and Irrigation.
5. Geotextile Filter Fabric: Refer to Section 800 and 801 Landscaping and Irrigation.

**200-3.3 Execution.**

**200-3.3.1 Examination.**

1. Examine surfaces indicated to receive Stabilized Decomposed Granite Paving, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of surfacing.
2. Sub-grades shall have been rough graded to within 0.10 ft. of finish grades less depth in location to receive Stabilized Decomposed Granite Paving.
3. Insure all edging materials and irrigation sleeving have been installed and are in place and secured. Do not proceed with installation Work until unsatisfactory conditions have been corrected.

**200-3.3.2 Preparation.**

1. Application of Soil Sterilant:
  - a) Mixing: Mix Soil Sterilant product in sprayer tank with clean water, according to Manufacturer’s current printed instructions. Use sprayer, which will apply the solution uniformly, without disturbing the soil.
  - b) Spray Solution: Shake or stir prior to each application. Apply to dry soil surface only.
  - c) Application: Provide Soil Sterilant only in locations designated to receive Stabilized Decomposed Granite Paving, as indicated on the Contract Drawings.
  - d) Over-spraying: Avoid spraying on walls, adjoining pavements, and all areas to receive landscape planting.
  - e) Depth: Immediately after application of spray solution, thoroughly incorporate the solution into the soil to a depth of two-inches (2”) to four-inches (4”), per Manufacturer’s current printed instructions.
2. Compaction: After completion of soil sterilization operations, compact sub-base to minimum 90% compaction, or as recommended by the Geotechnical Engineer.

### 200-3.3.3 Installation.

1. Compacted Sub-Grade:
  - a) Verification: Do not place Stabilized Decomposed Granite Paving prior to acceptance of sub-grade preparation.
  - b) Compact Sub-Grade to a minimum of ninety-percent (90%) compaction, or as recommended by the Geotechnical Engineer.
2. Installing Edging Materials: Install Edging Materials as indicated on the Contract Drawings. Edging Materials at the full depth of the perimeter of the Stabilized Decomposed Granite, as indicated. Edging Materials shall be straight or curving as required, and securely in place, true to line and grade as required. Align edging and set flush with adjacent paving where applicable.
3. Installing Concrete Paving Materials: Install Cast-in-Place Concrete Paving Materials as indicated on the Contract Drawings. Concrete Paving shall be aligned and set as required, and securely in place, true to line and grade as required.
4. Installing Geo-textile Filter Fabric: Geo-textile Filter Fabric shall be installed only in locations designated to receive Stabilized Decomposed Granite Paving. Install Fabric accordingly as indicated in the Contract Drawings to prevent weeds from growing up through the Stabilized Decomposed Granite Paving. Place the Geotextile Filter Fabric across the entire width of the Paving surface; overlap ends of Fabric rolls at a minimum of six inches (6").
5. Installing Stabilized Decomposed Granite Paving:
  - a) Verification: Verify locations to receive Stabilized Decomposed Granite Paving.
  - b) Lines and Levels:
    - i. Install Stabilized Decomposed Granite Paving true to grade, properly coinciding with adjacent Work and elevations.
    - ii. Provide a finished Stabilized Decomposed Granite Paving surface uniform in texture and appearance. Do not permit finished Work to vary more than 1/8 inch in 10 feet from true profile and cross section. Finished Work shall be installed to fully comply as a universally-accessible pavement surface, per applicable Code requirements.
  - c) Mixing:
    - i. General: Stabilized Decomposed Granite Paving shall be thoroughly pre-blended before placement.
    - ii. Organic Binder: Thoroughly pre-blend Decomposed Granite material with Organic Binder at the rate recommended by the

Organic Binder manufacturer for each type of Decomposed Granite material specified, but not less than of twelve (12) pounds of Organic Binder per one (1) ton of Decomposed Granite material (dry weight).

- iii. It is essential the Organic Binder be thoroughly mixed, blended, and uniformly incorporated throughout the Decomposed Granite material to achieve a successful result. The Organic Binder locks the fines in the Decomposed Granite material together, trapping the larger crushed aggregate screenings. The Organic Binder does not act directly on larger aggregate screenings. Proper mixing is a must for a successful application.
  - iv. Blending is best accomplished in a plug mill; a truck mounted mixer or a portable mechanical mixer may also be used.
  - v. Blend Stabilized Decomposed Granite Paving mixture for a minimum of 15 minutes prior to placing on compacted sub-surface material.
  - vi. Drop spreading of Organic Binder over graded Decomposed Granite material is not acceptable. Mixing by roto-tilling is also not acceptable.
  - vii. Organic Binder shall not be applied during, just prior to, or immediately following rainfall.
- d) Placement:
- i. General: After pre-blending, place the Stabilized Decomposed Granite Paving material onto the compacted sub-surface material. Carefully place to avoid segregation in two (2) equal two-inch (2") lifts.
  - ii. Grade, screed, and smooth the Stabilized Decomposed Granite Paving to desired finish grades. Allow for compaction of the material.
- e) Watering: Apply water until moisture penetrates to the full depth of the Stabilized Decomposed Granite Paving.
- i. Water activates the Organic Binder; it is essential that the full depth of the Stabilized Decomposed Granite Paving is saturated at this time. Apply water from a hand held hose with a spray nozzle set to coarse spray. Water pressure should not disturb the leveled Paving surface. Do not use a water truck for water distribution or a high-pressure sprayer.



- ii. Test for water penetration through random core inspections. After inspection of cores, fill cored holes with Paving removed; smooth and hand tamp to match adjoining surface grades.
  - iii. A one (1)-hour application at a rate of +/-20 GPM per 1,000 sq. ft. of surface seems to achieve the desired full depth moisture penetration.
  - iv. Let watered Stabilized Decomposed Granite Paving stand between six (6) to twenty-four (24) hours until all surface water has dissipated; the Paving surface should be moist, but not wet.
- f) Compacting: While the Stabilized Decomposed Granite Paving material is still thoroughly moist, compact to a minimum 90% relative compaction, or as recommended by the Geotechnical Engineer. Compact each area with at least four (4) passes of the compacting equipment. After compacting, screed smooth.
- i. Compaction should be done with a heavy lawn roller (minimum 225 pounds and maximum 30-inch width) to achieve finish grade and compaction that is dense with a smooth uniform texture. Hand-tamp edges around benches, signposts, trash receptacles, etc. Do not use whackers, vibratory rollers or a vibrating plate tamper; the Stabilized Decomposed Granite Paving will not harden for weeks after vibration.
  - ii. If the Decomposed Granite Paving surface is flaky or sticks to the roller drum, the Paving hydration level is deficient; cautiously add more water as required to achieve the Paving's proper hydration level.
  - iii. If the roller creates a wash board effect or rills, additional time is required to allow the Paving to achieve the proper hydration level.
- g) Contaminated Areas: Do not permit Stabilized Decomposed Granite Paving to contaminate adjoining planting areas or finishes. Clean up and remove all material spilled into adjacent planting areas.
- h) Grading: When surface areas have been rolled and it becomes necessary to add a thin layer of Stabilized Decomposed Granite Paving material to bring the surface to grade, the previously rolled or compacted area shall be thoroughly scarified to a depth of two-inches (2") to provide a bond with the added Material.
- i) Curing: Allow finished Stabilized Decomposed Granite Paving surface to dry completely. Set-up time varies, depending on weather conditions.
6. A hot, dry climate will set up sooner than a cool, moist climate.

#### **200-3.3.4 Field Quality Control.**

1. Tests: For each lift of Stabilized Decomposed Granite Paving, provide written verification as to the degree of compaction by a certified testing laboratory. Re-compact failed areas until specified compaction is achieved.
2. Testing shall be the sole financial responsibility of the Contractor.

#### **200-3.3.5 Inspection.**

1. Finished Stabilized Decomposed Granite Paving surfaces shall be smooth, uniform and solid, with no evidence of shipping or cracking. Dried, compacted material shall be firm through the entire depth, with no spongy areas. Loose material shall not be present on the surface initially. After the first year of use, a minor amount of loose material is expected on the surface of Stabilized Decomposed Granite Paving finishes.
2. Loose Stabilized Decomposed Granite Paving material on the surface or unconsolidated crushed aggregate screenings below the surface of Stabilized Decomposed Granite Paving finishes is evidence of improper bonding due to poor mixing or insufficient watering. Test the loose material for adequate Organic Binder by wetting, then tamping, and allowing it to dry. If the material still is unconsolidated, the Organic Binder did not get mixed adequately throughout the Stabilized Decomposed Granite Paving material. If the material now is solid, initial watering was insufficient. Cracking or sponginess is evidence of excessive Organic Binder in the mix.
3. Unconsolidated Stabilized Decomposed Granite Paving areas shall be excavated and replaced accordingly with new Stabilized Decomposed Granite Paving material with a high proportion of fines meeting the grading requirements above, and pre-blended with Organic Binder per the procedures listed above. Patched areas shall be wetted thoroughly and rolled smooth. Patching shall be completed prior to any surface smoothing.
4. Smoothing of Stabilized Decomposed Granite Paving: Significant irregularities shall be smoothed out prior to final acceptance of Work. Smoothing shall be accomplished by rewetting/saturating rough areas thoroughly, and then rolling the material again with a heavy lawn roller (minimum 225 pounds and maximum 30-inch width).
5. Tolerances of Stabilized Decomposed Granite Paving:
  - a) Depth: Final thickness of completed Stabilized Decomposed Granite Paving shall not vary more than 1/4-inch from dimension indicated in the Contract Drawings. Measurements may be taken by means of test holes taken at random, finished surfaces. Correct any variations in the thickness beyond the allowable 1/2 inch by repeating the procedures listed above.

- b) Width: Final width of completed Stabilized Decomposed Granite Paving shall not vary more than ¼-inch from typical dimension width as indicated. Measurements may be taken at random cross sections along the finished surface.
- c) Where installed, no edges of the Geotextile Filter Fabric shall be exposed.

**200-3.3.6 Repairs and Protection.**

1. Damage or Defective Installation: Remove and replace Stabilized Decomposed Granite Paving that is damaged or defective, or does not meet the requirements indicated herein this Section.
2. Replacement of Stabilized Decomposed Granite Paving: If compression tests of cored samples fail to meet the specified compressive strengths as recommended by the Manufacturer, immediately remove and replace the Stabilized Decomposed Granite Paving with material conforming to the Contract Specifications.
3. Protection: Protect Stabilized Decomposed Granite Paving finishes against traffic, injury, defacement or damage (by rain or other outside force during curing period) and subsequent construction operations until Substantial Completion. Exclude traffic from Stabilized Decomposed Granite Paving for a minimum of fourteen (14) days after placement. When construction traffic is permitted, it is the Contractor's responsibility to maintain Stabilized Decomposed Granite Paving as clean and level as possible by removing surface stains, spillage of materials as they occur, and traffic markings/grooves, etc., and to repair any damaged caused by said construction traffic.
4. Maintain Stabilized Decomposed Granite Paving finishes free of stains, discoloration, dirt, and other foreign material until Final Acceptance of Work.

**200-3.3.7 Cleanup and Protection.**

1. For Work under this Section, keep Work area in a clean, orderly, and safe condition. Contractor shall remove trash caused from his Work on a weekly basis throughout the duration of the Work.
2. Protect Stabilized Decomposed Granite Paving from damage due to landscape operations, operations by other Contractors and trades, and trespassers. Maintain protection during installation, establishment, and maintenance periods.
3. Upon completion of his Work under this Section, the Contractor shall remove rubbish, waste, debris, excess construction materials, and other items resulting from construction operations offsite as described herein this Section and directed by the City's Representative. Clean all adjoining Concrete Paving and edging free from excess Stabilized Decomposed Granite Paving material.

**200-3.3.8 Final Review.**

1. Final Review under this Section shall be performed upon completion of the Landscape Establishment Period.

**SECTION 201 – CONCRETE, MORTAR, AND RELATED MATERIALS**

To the “WHITEBOOK”, ADD the following:

**201-11 PRECAST CONCRETE SITE FURNISHINGS.**

**201-11.1 General.**

**201-11.1.1 Submittals.**

1. Product Data: For each type of product indicated.
  - a) Manufacturer’s standard product literature
  - b) Shop drawings
  - c) Installation instructions
  - d) Maintenance instructions
2. Samples for Verification: For each type of exposed finish indicated.

**201-11.1.2 Quality Assurance.**

3. Source Limitations: Obtain each type of site furnishings through one source from a single manufacturer.

**201-11.1.3 Delivery, Storage and Handling.**

1. Handle products in accordance with manufacturer’s instructions.
2. Store products in manufacturer’s original packaging until ready for installation.
3. Protect products from impacts and abrasion during storage.

**201-11.1.4 Warranty.**

1. Provide manufacturer’s standard warranty.
2. Warranty Terms: One year from date of invoice against defects in materials and workmanship.

**201-11.2 Products.**

**201-11.2.1 Picnic Table.**

1. Manufacturer: per Drawings

2. Size and Configuration: per Drawings
3. Materials: Precast Concrete, with minimum compressive strength of 5000psi
4. Color and Finish: per Drawings
5. Sealer: Nano Tech Barrier

**201-11.2.2 Precast Concrete Wheel Stops.**

1. Precast concrete wheel stops shall be as manufactured by American Precast Concrete Inc., Oldcastle Infrastructure, Jensen Precast, or approved equal.

**201-11.2.3 Payment.**

1. Payment for wheel stops shall be made at the contract unit price within the **“Construction of Carmel Valley CP - Turf Upgrades, and Ocean Air CP Comfort Station Park Improvements”** and shall include full compensation for manufacturing, transportation, and installation, complete-in-place, at the Project Site. No other payments will be made therefor.

**SECTION 206 – MISCELLANEOUS METAL ITEMS**

To the “WHITEBOOK”, ADD the following:

**206-8 SHADE STRUCTURE.**

**206-8.1 General.**

**206-8.1.1 Submittals.**

1. Product Data: For each type of product indicated.
2. Shop Drawings: For shade structures, include plans, elevations, sections, details and structural calculations of metal fabrications and their connections. Show anchorage and accessory items.
3. Samples: For each type and finish.
  - a) Provide samples 12 inches in length for linear materials.
4. Welding certificates.
5. Product Test Reports: Based on evaluation of comprehensive tests performed by a qualified testing agency, for shade structures, including finish, indicating compliance with referenced standard.

**206-8.1.2 Quality Assurance.**

1. Welding Qualifications: Qualify procedures and personnel according to AWS D1.1/D1.1M, “Structural Welding Code – Steel.”

**206-8.1.3 Project Conditions.**

1. Field Measurements: Verify actual locations of walls and other construction contiguous with metal fabrications by field measurements before fabrication.

**206-8.1.4 Coordination.**

1. Coordinate installation of anchorages and steel weld plates and angles for casting into concrete. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors, that are to be embedded in concrete. Deliver such items to Project site in time for installation.

**206-8.2 Products.**

**206-8.2.1 Roof Deck.**

1. 24 gauge steel panels, 24 gauge steel standing seam, 2x6 tongue and groove.

**206-8.2.2 Structural Components.**

1. Tube: ASTM A500 Grade B
2. Plate: ASTM A36
3. Bolts: ASTM A325
4. Nuts: ASTM A563
5. Welding: GMAW

**206-8.3 Execution.**

**206-8.3.1 Fabrication.**

1. Shop Assembly: Preassemble items in the shop to greatest extent possible. Disassemble units only as necessary for shipping and handling limitations. Use connections that maintain structural value of joined pieces. Clearly mark units for reassembly and coordinated installation.
2. Cut, drill, and punch metals cleanly and accurately. Remove burrs and ease edges to a radius of approximately 1/32 inch (1 mm) unless otherwise indicated. Remove sharp or rough areas on exposed surfaces.
3. Form bent-metal corners to smallest radius possible without causing grain separation or otherwise impairing work.
4. Form exposed work with accurate angles and surfaces and straight edges.
5. Weld corners and seams continuously to comply with the following:

- a) Use materials and methods that minimize distortion and develop strength and corrosion resistance of base metals.
  - b) Obtain fusion without undercut or overlap.
  - c) Remove welding flux immediately.
  - d) At exposed connections, finish exposed welds and surfaces smooth and blended so no roughness shows after finishing and contour of welded surface matches that of adjacent surface.
6. Form exposed connections with hairline joints, flush and smooth, using concealed fasteners or welds where possible. Where exposed fasteners are required, use Phillips flat-head (countersunk) fasteners unless otherwise indicated. Locate joints where least conspicuous.
  7. Fabricate seams and other connections that will be exposed to weather in a manner to exclude water. Provide weep holes where water may accumulate.
  8. Cut, reinforce, drill, and tap metal fabrications as indicated to receive finish hardware, screws, and similar items.
  9. Provide for anchorage of type indicated; coordinate with supporting structure. Space anchoring devices to secure metal fabrications rigidly in place and to support indicated loads.

**206-8.3.2 Installation.**

1. Cutting, Fitting, and Placement: Perform cutting, drilling, and fitting required for installing metal fabrications. Set metal fabrications accurately in location, alignment, and elevation; with edges and surfaces level, plumb, true, and free of rack; and measured from established lines and levels.
2. Fit exposed connections accurately together to form hairline joints. Weld connections that are not to be left as exposed joints but cannot be shop welded because of shipping size limitations. Do not weld, cut, or abrade surfaces of exterior units that have been hot-dip galvanized after fabrication and are for bolted or screwed field connections.
3. Field Welding: Comply with the following requirements:
  - a) Use materials and methods that minimize distortion and develop strength and corrosion resistance of base metals.
  - b) Obtain fusion without undercut or overlap.
  - c) Remove welding flux immediately.
  - d) At exposed connections, finish exposed welds and surfaces smooth and blended so no roughness shows after finishing and contour of welded surface matches that of adjacent surface.
4. Provide temporary bracing or anchors in formwork for items that are to be built into concrete, masonry, or similar construction.

**206-9 METAL SITE FURNISHINGS.**

**206-9.1 General.**

**206-9.1.1 Submittals.**

1. Product Data: For each type of product indicated.
  - a) Manufacturer's standard product literature
  - b) Shop drawings
  - c) Installation instructions
  - d) Maintenance instructions
2. Samples for Verification: For each type of exposed finish indicated.

**206-9.1.2 Quality Assurance**

1. Source Limitations: Obtain each type of site furnishings through one source from a single manufacturer.

**206-9.1.3 Delivery, Storage and Handling.**

1. Handle products in accordance with manufacturer's instructions.
2. Store products in manufacturer's original packaging until ready for installation.
3. Protect products from impacts and abrasion during storage.

**206-9.1.4 Warranty.**

1. Provide manufacturer's standard warranty.
2. Warranty Terms: One year from date of invoice against defects in materials and workmanship.

**206-9.2 Products.**

**206-9.2.1 Bleachers.**

1. Materials: .063 rust-free aluminum.
2. Features:
  - a) Engineer grade prismatic reflective sign face
  - b) Pre-drilled holes for easy mounting
3. Mounting: Provide mounting hardware and installation instructions.



**206-9.3 Execution.**

**206-9.3.1 Examination.**

1. Verify substrates are stable and capable of supporting weight of items covered under this section.
2. Verify substrates have been adequately prepared to securely anchor items that will be surface mounted.

**206-9.3.2 Installation.**

1. Install according to the manufacturer's installation instructions.
2. Install in conformance to applicable ADA guidelines and End User's established accessibility policies.

**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 the Work. Clearing and Grubbing shall also include saw cutting, demolition, removal and disposal of all existing improvements called out on the Plans to be removed and/or disposed of, including, but not limited to, excess soil, pavement, concrete mow curb, concrete curb, sidewalk to nearest joint, curb and gutter, concrete wheel stop, signs and sign posts, pedestrian handrailing, drinking fountain, vegetation and all other existing improvements that are shown on the plans for removal or are in conflict with the installation of work shown on the plans, directed by the Resident Engineer to be removed, or otherwise required to perform the work which are not designated as separate bid items or which are not included in other bid items.
11. Prior to submittal of a Bid for this Work, the Contractor shall inspect the project site to verify the magnitude and cost of Salvaging and/or Re-Installing/Relocating Existing Improvements, as called out on the Plans and necessary to accomplish the Work.

**300-1.4 Payment.** To the "WHITEBOOK", ADD the following:

3. Payment for clearing and grubbing shall be made at the contract lump sum price for "**Construction of Carmel Valley CP - Turf Upgrades, and Ocean Air CP Comfort Station Park Improvements**" and shall include full compensation for all work within the Project Site. No other payments shall be made therefor.

4. Payment for preservation of property shall be included in the contract lump sum price for **"Construction of Carmel Valley CP - Turf Upgrades, and Ocean Air CP Comfort Station Park Improvements"**. No other payments shall be made therefor.
5. Payment for salvaging and/or relocating/reinstalling existing improvements shall be included in the contract lump sum price for **"Construction of Carmel Valley CP - Turf Upgrades, and Ocean Air CP Comfort Station Park Improvements"**. No other payments will be made therefor.

### **SECTION 306 - OPEN TRENCH CONDUIT CONSTRUCTION**

**306-15.1 General.** To the "WHITEBOOK", ADD the following:

- q) Storm drain cleanouts per SDSW-101
- r) Saddled water service connections
- s) filter fabric
- t) Crushed aggregate filler material
- u) Install NDS 8" round area drain or approved equal
- v) Install 4" cleanout per SDSA SDS-103
- w) Install cleanout per SDSA SDSW-101
- x) Install 2" tee with ball valve
- y) Construct storm drain outfall into cobble swale

To the "WHITEBOOK", ADD the following:

**306-19 MODULAR WETLAND SYSTEM (MWS).**

**306-19.1 General.**

1. Excavation and backfill for the BioClean Modular Wetland System or approved equal shall conform to Standard Specification Section 300-3.
2. Contractor shall install modular wetland system (MWS) or approved equal (i.e., Linear curb inlet underground vault) with BioClean DVERT or approved equal as shown on the Plans. The MWS shall be installed by the Contractor as shown on the Plans. Modular Wetland System is available through:

Modular Wetland System, Inc.

P.O. Box 869

Oceanside, CA 92049

Phone: (760) 433-7640

[www.modularwetlands.com](http://www.modularwetlands.com)

**306-19.2 Payment.**

1. Payment for Modular Wetland System (MWS-L-4-4-4'-0"-V and DVERT DVT-10-8 or approved equals shall be made at the Contract Unit Price within the **"Construction of Carmel Valley CP - Turf Upgrades, and Ocean Air CP Comfort Station Park Improvements"** and shall include full compensation for furnishing all labor, materials, equipment, tools, and incidentals and for doing all the work (including transportation, delivery, excavation, shoring, dewatering, compaction, structure backfill, grading, cleanouts, pipes, pipe connections, etc. and all appurtenant items necessary to construct the MWS, complete-in-place, and no additional compensation shall be allowed therefor.

**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) Large deliveries for Prefab Building, Shade Structures and others.

**SECTION 800 - MATERIALS**

**800-1.2.5 Mulch.** To the "WHITEBOOK", item 3, subsection "i", ADD the following:

**Type 9 Mulch** shall be **2** inches maximum in size.

**SECTION 1001 - CONSTRUCTION BEST MANAGEMENT PRACTICES (BMPs)**

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

8. This Contract is subject to **WPCP** at the Ocean Air CP location, and **SWPPP Risk Level 2** at the Carmel Valley CP location.

**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 G - SWPPP Construction BMP Maintenance Log.**

**SUPPLEMENTARY SPECIAL PROVISIONS**

**APPENDICES**

**APPENDIX A**

**NOTICE OF EXEMPTION AND ADDENDUM TO AN ENVIRONMENTAL IMPACT REPORT**

**NOTICE OF EXEMPTION**

(Check one or both)

TO:   X   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:** Carmel Valley Community Park - Turf Upgrades

**WBS No.:** S-16029.02.06

**Project Location-Specific:** 3777 Townsgate Dr, within the Carmel Valley Community Planning Area & Council District 1

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

**Description of nature and purpose of the Project:** Replacement of approximately 3.2 acres of natural turf with synthetic turf on the joint use multipurpose fields at the Carmel Valley Community Park, as well as ADA improvements. ADA improvements include upgrading of existing concrete walkway and pedestrian ramps, repaving of existing accessible parking spaces, restriping of treads at existing stairway and existing accessible parking spaces, interior improvements at existing comfort station including raising of fixtures, installation of grab bars and replacement of hand dryers and lavatory vanity tops, installation of directional signs, and modification of sports field dugout gate. Other park improvements include installation of drinking fountains and replacement of bleachers.

**Name of Public Agency Approving Project:** City of San Diego

**Name of Person or Agency Carrying Out Project:** Natalie de Freitas, 525 B Street, Suite 750, San Diego, CA, 92101, (619) 533-4603

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 – (Existing Facilities), 15302 – (Replacement or Reconstruction), 15303 – (New Construction or Conversion of Small structures)
- 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, Section 15301 – (Existing Facilities), which applies because the project involves maintenance of public structures, involving negligible or no expansion of use beyond that existing at the time of the lead agency’s determination; 15302 – (Replacement or Reconstruction), which applies because the project involves replacement of existing structures where the new structure will be located on the same site as the structure replaced and will have substantially the same purpose and capacity as the structure replaced; 15303 – (New Construction or Conversion of Small Structures), which applies because the project involves construction and location of limited numbers of new, small structures; and where the exceptions listed in Section 15300.2 would not apply.

Lead Agency Contact Person: Natalie De Freitas

Telephone: (619) 533-4603

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*

9/14/2020

\_\_\_\_\_  
Carrie Purcell, Assistant Deputy Director

\_\_\_\_\_  
Date

Check One:

(X) Signed By Lead Agency

Date Received for Filing with County Clerk or OPR:

( ) Signed by Applicant



Land Development  
Review Division  
(619) 446-5460

## ADDENDUM to an ENVIRONMENTAL IMPACT REPORT

Project No. 25663  
Addendum to EIR Nos. 91-0899, 95-0381,  
96-7573, 96-7929,  
96-7996

SCH No. 97111053

**SUBJECT:** CARMEL VALLEY COMMUNITY PARK SOUTH; CITY COUNCIL approval to construct a neighborhood community park adjacent to a proposed elementary school site. The park would provide for two outdoor basketball courts, two softball fields with athletic field lighting, and a multi-purpose field, passive picnic areas with shelters, playground area for children, walkways, observation deck and landscaping. In addition an approximately ~~16,520~~ 16,300-square-foot recreation building and a 250-square-foot comfort station/storage building would also be included. The project site is located within Neighborhood 8A of the Carmel Valley community planning area. Applicant: City of San Diego, Park & Recreation Department, Park Planning & Development Division.

### UPDATE:

Minor revisions have been made to this environmental Document subsequent to the distribution of the draft document for public review and comment. The changes do not affect the environmental analysis or conclusion of this document. Revisions are shown in a ~~strikethrough~~ and/or underline format.

#### I. PROJECT DESCRIPTION:

The proposed project is subject to City Council approval and proposes to improve a 15-acre site and construct a neighborhood community park adjacent to a proposed elementary school site. The park would provide for two outdoor basketball courts, two softball fields with athletic field lighting, and a multi-purpose field, passive picnic areas with shelters, playground area for children, walkways, observation deck and landscaping. In addition an approximately ~~16,520~~ 16,300-square-foot recreation building and a 250-square-foot comfort station/storage building would be included. The site was previously graded.



## II. ENVIRONMENTAL SETTING:

See EIR for additional information. The project site is adjacent to dedicated open space that is part of the City of San Diego Multi-Habitat Planning Area (MHPA) of the Multiple Species Conservation Program (MSCP) which lies along the park's northern and western boundaries. The open space along the ~~eastern~~ western boundary is approximately 60 feet higher than the park's developable area; whereas the northern boundary is approximately 20 feet above the park's developable area. An approximately 0.7-acre area at the northern tip of the park is lower. The proposed elementary school would be developed to the east of the park and single-family residential neighborhoods are to the south.

## III. PROJECT BACKGROUND:

On August 4, 1998, the Carmel Valley Neighborhood 8A Environmental Impact Report (EIR No. 91-0899, 95-0381, 96-7573, 96-7929, 96-7996) was certified and permits granted for existing entitlements. The EIR analyzed several land use configurations. However, the EIR did not include an in-depth description of the specific park development, as the park design and facilities were not specified at that time. Although the project site is within the Carmel Valley Neighborhood 8A, the site was previously graded in conjunction with Carmel Oaks Unit 1 within Carmel Valley Neighborhood 10.

Due to the adjacency of the proposed park to the MHPA, project development is subject to the Applicable Land Use Adjacency Guideline mitigation measures that have been outlined within the Carmel Valley Neighborhood 8A EIR (No. 91-0899, 95-0381, 96-7573, 96-7929, 96-7996). The project footprint would not be allowed to encroach into the MHPA, and project issues pertaining to drainage and toxics, lighting, noise, barriers, and invasives must not adversely affect the MHPA. More specifically, all proposed park improvements are required to lie within the footprint of the approved grading plan. Any proposed lighting would be directed away from the MHPA, and shielded if necessary. The project site is situated at a lower elevation than the dedicated open space and therefore drainage would not flow into the MHPA. No invasive non-native plants would be planted in or adjacent to the MHPA, the project would landscape those areas where they interface with natural open space with native plants.

The trail network currently being planned as part of the Carmel Mountain Management Plan uses existing trails along the perimeter of the site. No impacts are anticipated as part of the trail plan implementation. Trail development will be subject to separate environmental review as part of the Carmel Mountain Management Plan.

The current proposal provides for various outdoor amenities including a ~~16,520~~ 16,300-square-foot recreation building. Utilizing current standards, the park site is anticipated to generate 1,410 average daily trips with 56 occurring during the AM and 113 occurring during the PM peak hour. The current baseline data identifies that there are 8 additional PM peak hour trips from the previously approved EIR. However, the AM peak hour trips have decreased by 46 trips. The level of service for the various road systems would not change with project implementation. The park and school sites would be accessed via different roadways. In addition, the park project proposes 161 parking spaces onsite.

The school site is not a part of the scope of the current project. Currently there is no proposed design for the school site. Therefore, the traffic generation for the school site will be analyzed separately when the project is clearly defined.

Although the project would contribute to the overall cumulative traffic levels in the community, the project would not be substantially more severe than what was previously analyzed. The project would have no direct traffic impacts. No additional significant impacts have been identified beyond those discussed in the previously approved EIR, and no mitigation would be required.

The City of San Diego has established noise criteria within the City's Progress Guide and General Plan as well as the City Municipal Code. The City has adopted noise and land use compatibility standards as part of the Transportation Element of the Progress Guide and General Plan. The maximum exterior noise level for residential uses is 65 dB(A) CNEL. The City of San Diego requires a maximum exterior noise level for all required usable outdoor living of 65 dB(A) CNEL or below.

At any one location, the sound level associated with recreational activities and park users is difficult to predict due to many variables involved. These factors include the number of players and spectators, the location of people and the amount and level of conversation and cheering. Noise measurement data collected from other similar facilities during outside activities such as but not limited to baseball, softball, soccer and basketball games as well as tot lots were reviewed and evaluated in relation to the proposed park facility. Based on the noise measurements it was determined that these activities would generate a one-hour average noise level of approximately 55 to 65 dB at a distance of 50 feet from stands, spectator activity or activity areas.

The existing residences along Barlow Landing Cove are located approximately 100 feet from the seating area of the closest sport field. The closest residences have an existing approximately six-foot high sound wall located at the rear of the property line which abuts the proposed park that would attenuate the noise level.

Noise generated by construction equipment is anticipated to occur with varying intensities and durations during different phases of grading, paving, and construction facilities. Construction noise is difficult to quantify because of the many variables involved, including the size of equipment used and the percentage of time, and number of pieces of equipment that will actually operate on the site.

Per the City of San Diego Noise Ordinance, Section 59.5. 0404, construction noise during grading and construction activities would be considered significant if the average sound level is greater than 75 decibels (dB) during the 12-hour period from 7:00 AM to 7:00 PM. Construction noise impacts are considered short term in nature, but can be considered a nuisance to surrounding residential uses. Therefore, the applicant would be required to comply with the City of San Diego Construction Noise Ordinance, Section 59.5.0404.

Based on the above information, no significant noise impacts are expected.

#### IV. DETERMINATION:

The City of San Diego previously prepared an Environmental Impact Report for the project described in the subject block of the attached EIR conclusions.

Based upon a review of the current project, it has been determined that:

- a. There are no new significant environmental impacts not considered in the previous EIR;
- b. No substantial changes have occurred with respect to the circumstances under which the project is undertaken; and
- c. There is no new information of substantial importance to the project.

Therefore, in accordance with Section 15164 of the State CEQA Guidelines this addendum has been prepared. No public review of this addendum is required per CEQA. Per the City of San Diego Municipal Code, a 14-day public review is required because the EIR being addended was certified more than three years ago.

#### V. MITIGATION, MONITORING AND REPORTING PROGRAM INCORPORATED INTO THE PROJECT:

Although no new mitigation is required, in order to ensure compliance with the Carmel Valley Neighborhood 8A FIR and MSCP Subarea Plan, the Applicant shall be required to implement mitigation measures from the EIR:

Land Use (MHPA Land Use Adjacency Guidelines)

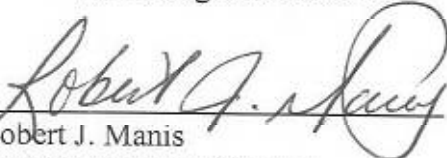
The City Manager (or appointed designee) shall verify that the following project requirements are shown on the construction plans prior to the issuance of a Notice to Proceed (NTP) or any permits.

1. Prior to the Precon Meeting, the Applicant shall submit a lighting plan for review by EAS and MSCP staff in order to ensure compliance with the MHPA Land Use Adjacency Guidelines. The lighting plan shall show that all proposed exterior lighting adjacent to the dedicated MHPA open space shall be adequately shielded, low pressure sodium illumination (or similar) and directed away from preserve areas.
2. At least 30 days prior to the start of construction, the Applicant shall arrange a Precon Meeting which includes the Construction Manager, Grading Contractor, Resident Engineer, Building Inspector, as appropriate, and MMC.

VI. SIGNIFICANT UNMITIGATED IMPACTS:

There are no new significant impacts identified for the current project. However, the final EIR (91-0899, 95-0381, 96-7573, 96-7929, 96-7996) for the original project identified significant unmitigated impacts relating to Land Use (Direct and Cumulative), Transportation (Cumulative), Air Quality (Direct and Cumulative), Landform Alteration (Direct and Cumulative), Biological Resources (Direct and Cumulative), Hydrology/Water Quality (Cumulative) and Cultural Resources (Cumulative).

Because there were significant unmitigated impacts associated with the original project, approval of that project required the decision maker to make specific and substantiated CEQA Findings which stated that: a) specific economic, social or other considerations make infeasible the mitigation measures or mitigation measures or project alternatives identified in the final EIR, and b) these impacts have been found acceptable because of specific overriding considerations.

  
Robert J. Manis  
Assistant Deputy Director  
Development Services Department

November 16, 2004  
Date of Draft Report

September 16, 2005  
Date of Final Report

Analyst: SHEARER-NGUYEN

DISTRIBUTION:

The addendum and conclusions of the final EIR or notice of availability were distributed to:

City of San Diego

Mayor's Office  
Council Office, District 1, MS 10A  
Park and Recreation Department  
Fire Department  
Development Services Department  
LDR-Transportation, Development Services Department, MS 501  
LDR-Planning, Development Services Department, MS 501  
LDR-Environmental, Development Services Department, MS 501  
Planning Department, MS 4A  
Community & Economic Department

Others

City of Del Mar, Planning Department  
San Dieguito Union High School District  
Del Mar Union School District  
San Diego Gas & Electric  
Metropolitan Transit Development Board  
Carmel Valley Community Planning Board  
Shaw Ridge Homeowners Association  
Arroyo Sorrento Homeowners Association  
Arroyo Sorrento Property Owners  
Del Mar Mesa Community Planning Group  
Suriti Achar  
Ken Farinsky  
Denis Sweeney  
Grazyna Krajewska  
Kurt Kjelland  
Laura Copic  
Mark Maltby  
Ginny Barnes  
Marie LeRose  
Mr. & Mrs. Robert Irwin  
Mr. Dan Watkins  
Steve Shupper  
Marvin S. Gerst, Ph.D.  
Chuck & Ruth Davis

VII. Results of Public Review:

- ( ) No comments were received during the public input period.
- ( ) Comments were received but did not address the accuracy or completeness of the addendum to an environmental report. No response is necessary and the letters are attached at the end of the Addendum.
- (X) Comments addressing the accuracy or completeness of the Addendum were received during the public input period. The letters and responses follow.

Copies of the Addendum, the final EIR, previous addenda, the previous Mitigation Monitoring and Reporting Program, and any technical appendices may be reviewed in the office of the Land Development Review Division, or purchased for the cost of reproduction.

November 24, 2004

Via email: DSDEAS@sandiego.gov

Response to Dan Watkins comment letter for Carmel Valley Community Park South, Project No. 25463

Elizabeth Shearer-Nguyen  
Environmental Planner  
City of San Diego Development Services Center  
1222 First Avenue, MS 501  
San Diego, Ca 92101

Re: Comments to Draft Addendum to an Environmental Impact Report Project No. 25663/SCH No. 9711 1053 (Carmel Valley Community Park South)

Dear Ms. Shearer-Nguyen:

Thank you for including me on the distribution list for the above draft Report. I am a resident of Carmel Valley and a neighbor to the proposed Carmel Valley Community Park South (Park). I am very concerned that the above Report and the original report in 1998 fail to properly mitigate and/or address the significant impacts this Park will have on the residents of Torrey Hills and Carmel Valley South, and the adjacent neighbors to the Park due to the following:

1. Lighting on both softball fields and late night noise/activity
2. Traffic volume/congestion

I recommend that these 2 significant impacts be properly mitigated in the final Report as follows:

**1. Disallow Lighting on the South Ball Field**

The proposed plan shows 50 to 60 foot high light poles with stadium-type lights (Musco sport cluster-5 large lamps per pole)<sup>1</sup> less than 75 feet from homes. This lighting will cause extreme glare into the homes as well as extreme noise from late night activity.

The Report mentions that the lighting plan must "comply with the MHPA (Multi-Habitat Planning Area) Land Use Adjacency Guidelines....shall be...directed away from preserve areas." While I appreciate the City's concern about the negative impact the lighting and Park activity will have on the natural habitat and endangered species, the Report makes no mention of the significant impact on the adjacent residents (about 30 to 50, including young children who go to bed early and have school).

The Torrey Hills Neighborhood Park (1 mile away) has had repeated and numerous complaints from homeowners due to the ball field lights. The complaints range from the lights being left on overnight, to brightness and glare, to rowdy late night behavior.

Therefore, I urge you to take into consideration the adjacent neighbors to the Park and ensure that they are not affected by the lighting. This can only mean that at a minimum the lights on the

1. Regarding the complaints outlined within the letter regarding noise and lighting Torrey Hills Neighborhood Park, this concern has been forwarded to the Park and Recreation Department.

The City's Land Development Code section 142.0740 (Outdoor Lighting Regulations) requires on-site lighting to be redirected to prevent spill over onto adjacent residential uses. Specifically, the code states that outdoor lighting fixtures that are used to illuminate a *premises* or an architectural feature on private property shall be directed or shaded so that light does not fall onto surrounding properties or create glare hazards within *public rights-of-way*. Because the project would comply with the City's Land Development Code, no lighting impacts have been identified and no environmental mitigation would be required.

<sup>1</sup> According to Schmidt Design Group Image Board 5 on the General Development Plan

south ball field be disallowed. No amount of shielding will eliminate the late night noise or glare/brightness these lights will bring into the surrounding homes.

1.  
Continued

RECOMMENDATION: MITIGATE THE LIGHTING EFFECTS BY ELIMINATING THE LIGHTS AND ALL LIGHTING INFRASTRUCTURE FROM THE SOUTH BALL FIELD. IF THE LIGHTS ON THE NORTH BALL FIELD MUST REMAIN (I PREFER TO HAVE THESE ELIMINATED AS WELL), THEN REQUIRE THE LIGHTS ON THE NORTH BALL FIELD BE TURNED OFF ON OR BEFORE 7:30PM EVERY NIGHT.

## 2. Properly Mitigate Traffic Volume/Congestion

The Report estimates that the Park will generate 1,410 daily trips. This is 88% more trips than estimated in the 1998 report of 750 daily trips. This is a significant increase and will result in congestion, safety issues, noise, pollution, etc. These estimates do not even include the school site traffic. The only entrance to the Park site is on a small residential street (width of 2 lanes, but no defined traffic lanes) and cannot possibly handle this kind of burden.

The Report concludes: "the project would not be substantially more severe than what was previously analyzed." How can an 88% increase in traffic be considered insignificant and not be addressed further in the Report?

This level of traffic significantly exceeds the level planned for a residential neighborhood this size. This creates a safety issue for all drivers and pedestrians, especially children walking to the bus stop, elderly taking their morning stroll, and young families walking with their pets in the evening.

The traffic impacts must be further analyzed, addressed in the final report, and mitigated to reduce the congestion and number of daily trips.

RECOMMENDATION: 4-WAY STOP SIGN AT THE INTERSECTION OF EAST OCEAN AIR DRIVE AND FAIRPORT WAY. RECREATION CENTER HOURS TO MINIMIZE THE MORNING AND EVENING CONGESTION. REDUCE THE ACTIVE/PROGRAMMED AREAS OF THE PARK AND INCREASE THE PASSIVE AREAS.

Thank you in advance for your review and expected cooperation.

Best regards,

**Dan Watkins**  
Dan Watkins  
Carmel Valley Resident

2.

2. Based on the City of San Diego's Street Design Manual, the proposed park entrance at the northern end of East Ocean Air Drive is classified as a two lane collector with recommended design of 5,000 Average Daily Traffic (ADT). The road was constructed with a minimum of 40 foot curb to curb within 60 foot right-of-way. No single-family residences have direct driveway access to East Ocean Air Drive.

East Ocean Air Drive was planned and constructed as a two-lane collector street in order to accommodate the planned park in addition to the existing neighborhoods.

The increase in daily trips of 750 ADT would be easily accommodated by East Ocean Air Drive. While there is 88 percent more traffic from the proposed park than the 1998 estimate, it is not a significant amount of traffic in terms of the roadway design capacity for East Ocean Air Drive and the road will continue to operate at an acceptable level of service (LOS).

After construction of the park, the Park and Recreation Department will coordinate with the Traffic Engineering Division of the Transportation Department to monitor the intersection of East Ocean Air Drive and Fairport Way for a possible all-way stop sign warrant installation.



November 30, 2004

Elizabeth Shearer-Nguyen  
Environmental Planner - City of San Diego Development Services Center  
1222 First Avenue, MS 501  
San Diego, CA 92101

Re: Project No. 25663/SCH No. 97111053  
Comments to Draft Addendum to an Environmental Impact Report  
Carmel Valley Community Park South

Via email: CSDEAS@sanidiego.gov

Dear Ms. Shearer-Nguyen:

I write in response to the above noted project (No. 25663/SCH No. 97111053). There are certain issues that still require proper mitigation; in particular noise, traffic and light concerns.

On page 2, it is noted that the site has been graded. This issue has been raised on several occasions during the park planning process. The grading has created an amphitheater affect where sounds from the site reverberate throughout the entire area and the surrounding neighborhoods. I do not see anywhere in the addendum or any other materials where a qualified acoustician has addressed this issue or where a noise analysis has been performed. In the enclosed portion of the EIR (page 7) it states that "Noise Attenuation Walls" were required for residential dwellings along Carmel Creek Road, Street "A" and El Camino Real. This was required when access to the park was from Street "A". The access point has changed to East Ocean Air, therefore it would seem more than appropriate that these walls be present around the new neighborhood which will most impacted, in particular The Gables. It would definitely be appropriate to require a wall at the end of Nantucket Park Road which has no protective barrier from the park noise and activities. Scaling down activities would also be an appropriate measure.

In regards to traffic, the numbers on page 2 speak for themselves. The addendum suggests that the traffic will increase to 1410 trips per day. This is an 88% increase in traffic from the original trips per day. This is an extremely significant change. What I find even more concerning is this - to my knowledge, East Ocean Air did not exist on the original EIR, nor was it shown on the 1996 Community Plan. The original numbers were based on Carmel Creek Road, Street "A" (a road that was to be dedicated to the park entrance yet was not built due to the preserve). It was not based on East Ocean Air, a small winding road dedicated to accessing neighborhoods. No evidence shows that East Ocean Air was originally studied for the park entrance. A study based on one street cannot be conveniently used for another in order to proceed with a project. This traffic study has no base line for East Ocean Air. Paragraph 4 details AM and PM trips as 150 and 105 respectively (numbers from the previously approved EIR). With the current proposal and an 88% increase in traffic, the AM and PM trips are shown as 56 and 113. Logically these numbers would increase significantly in both cases, and definitely not decrease as the AM number would imply. Please refer to the attached email from the Torrey Hills Community Planning Board. They note that the current road carries more than 2500 trips per day, significantly more than what the addendum report notes.

3.  
4.  
5.  
6.

3. With park uses very loud noises are typically intermittent and while they may be perceived as irritating, it is unlikely that such loud noises would exceed the City of San Diego's Community Noise Equivalent Level (CNEL) of 65 dBA over a 24-hour period. In addition, the adjacent residents along the edge of the park have a six-foot high wall. The wall at the end of Nantucket Park Road is not proposed as part of the project; however, the request has been forwarded to the Park and Recreation Department.

4. The Carmel Valley Neighborhood 8A Environmental Impact Report (No. 91-0899, 95-0381, 96-7573, 96-7929, 96-7996) had multiple land use options (with and without Carmel Creek or Street "A" extension). The option approved by City Council on August 4, 1998 assumed that East Ocean Air Drive was planned to provide access to the neighborhood and the park site.

East Ocean Air Drive was planned as a two-lane collector with a recommended capacity of 5,000 ADT. The road is constructed with a minimum of 40-foot curb-to-curb width within 60-foot right-of-way. No single family residences have direct driveway access to East Ocean Air Drive.

Per the City of San Diego's Trip Generation Manual (Revised June 2003), the park with the 16,520-square-foot recreation building would generate 1,410 ADT (750 ADT assigned for the park and 660 ADT assigned for the recreation building), with 56 trips during AM peak hour and 113 trips during the PM peak hour. The original EIR concluded that a 20-acre site would generate 1,000 ADT with 200 trips during the AM peak hour and 140 trips during the PM peak hour; while a 15-acre park site would be allocated 750 ADT with 150 trips during the AM peak hour and 105 trips during the PM peak hour.

Refer to response number 2.

5. The referenced e-mail from Bob Wright has been included in this document as an attachment to this letter of comment.

6. Refer to response to comment number 2.

In regards to lighting, on page 3, there is reference to ensuring compliance with the MIPA Land Use Adjacency Guidelines, and that the lighting should be directed away from the preserve. The configuration of the south field lights does not comply with this. The lights on the 1<sup>st</sup> and 3<sup>rd</sup> base lines are shown on the GDP as being turned toward the preserve. Even with shielding, this goes against the guidelines. These guidelines alone suggest that no lighting or infrastructure for future lighting be allowed on the south field; aside from the fact that community input warranted not lighting the south field. Please refer again to the attached email from the Torrey Hills Community Planning Board (the community through which the entrance to the park has now been established) and their support of the not lighting the south field.

7.

7. Refer to response to comment number 1.

In conclusion, all of the above concerns create substantial impacts. The EIR requires the Decision Maker to make specific and substantiated CEQA findings. The addendum shows no overwhelming social or economic considerations which would be considerable for lighting the south field. Not lighting the south field and adding a wall to the end of Nantucket Park Way are mitigating factors that are not present in the design of the park, but should be. Moreover the EIR does not provide the finding required to show why these mitigation features have been completely ignored in the design of the park.

8.

8. The Decision Maker was required to adopt Environmental Impact Report Findings and Statements of Overriding Considerations for those impacts that cannot be mitigated to below a level of significance. No significant lighting, noise, or traffic impacts have been identified for this park project. Therefore, the Findings and Statement of Overriding Consideration are not required in this case.

Sincerely,

Linda Kjelland

Cc: Jim Winter  
San Diego Park and Recreation Board

**Torrey Hills Community Planning Board - Position on Lighting and Traffic Issues (EMAIL)**

-----Original Message-----

**From:** Bob Wright [mailto:bwright2000@yahoo.com]

**Sent:** Sunday, January 04, 2004 4:26 PM

**To:** 'ken@cvscd.com'

**Cc:** 'mmarney@sandiego.gov'; 'Jim Winter'; 'apenera@sandiego.gov'; Gayle Horn-Zemen [GHornZemen@sandiego.gov]; 'rgeisler@sandiego.gov'; 'lburton@sandiego.gov'; 'bwright2000@yahoo.com'

**Subject:** Torrey Hills Community Planning Board Position re: 8a Community Park Lighted Sports Fields

January 4, 2004

**Subject: Community Park Field Lighting**

Members of the Carmel Valley Recreation Council, On December 2, 2003, the Carmel Valley Recreation Council voted to amend the design of the Carmel Valley neighborhood 8a Community Park by requiring lights on the south field. The Carmel Valley Recreation Council acted without regard to the decision reached via an extensive public participation process.

The Torrey Hills Community Planning Board objects to the Carmel Valley Recreation Council's decision and firmly requests the unconditional vote of approval of the plan designating a maximum of one sports field equipped for lighting.

While the issue of lighting both fields has certainly been debated over the last several months, it appears that the Torrey Hills/Carmel Valley South communities are expected to lower our quality of life by absorbing a disproportionate share of impacts in order to serve the Carmel Valley Recreation Council's desire for lighted sports fields.

Planned circulation to/from the park is limited to East Ocean Air Drive, a two lane road abutting residences in Carmel Valley Neighborhood 8A, Neighborhood 10, and Torrey Hills. The adopted Torrey Hills Community Plan anticipates 1,000 trips per day on this residential roadway. Presently, this segment carries over 2,500 vehicles per day.

The Recreation Council's modified approval designating lighting for two fields, outdoor basketball/hockey courts, and a 13,000 square foot Recreation Center will as a matter of fact significantly impact the environment in Torrey Hills and Carmel Valley neighborhoods, substantially increasing traffic and noise well into the evening. At the very least, lighting a maximum of one sports field thereby lessening these impacts must be a required condition of approval for the community park.

On December 19, 2003, the Torrey Hills Community Planning Board voted unanimously to support the community's consensus design and oppose any effort to install conduit in/light the south field.

The Torrey Hills Community Planning Board is representing a impacted communities is speaking with a unified voice on this issue. This one voice represents the greater welfare of our neighborhoods and has balanced all recreation needs, impacts from this and other projects, and the quality of life in Torrey Hills. On this issue, that balance weighs heavily towards the consensus design.

The Torrey Hills Community Planning Board strongly urges the Carmel Valley Recreation Council to approve the original consensus design.

**Bob Wright & Paula Abney**

Torrey Hills Community Planning Board  
Traffic Subcommittee

cc: Torrey Hills Community Planning Board  
Mark Marney  
Jim Winter  
April S. Pezera  
Gayle Horn-Zemen  
Rich Geisler

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## Environmental Impact Report

LDR Nos. 91-0899, 95-0381, 96-7573,  
96-7929, 96-7996  
SCH No. 97111053

**SUBJECT:** Carmel Valley Neighborhood 8A. AMENDMENTS to the CITY OF SAN DIEGO PROGRESS GUIDE AND GENERAL PLAN (GPA), NORTH CITY LOCAL COASTAL PROGRAM, CARMEL VALLEY COMMUNITY PLAN, SORRENTO HILLS COMMUNITY PLAN (CPA), CARMEL VALLEY NEIGHBORHOOD 10 PRECISE PLAN; CARMEL VALLEY PLANNED DISTRICT ORDINANCE AMENDMENT (REZONE), SPECIFIC PLAN/PRECISE PLAN, VESTING TENTATIVE MAPS (VTM), CARMEL VALLEY PLANNED DISTRICT PERMITS (PDDP), and RESOURCE PROTECTION ORDINANCE PERMITS (RPO) to amend the existing General Plan, North City Local Coastal Program, Carmel Valley Community Plan and Carmel Valley Planned District to allow the reconfiguration of open space and Very Low to Low density residential land use designations and rezone from A-1-1 and A-1-10 to various Carmel Valley Planned District zones and Land Development Code, Chapter 13 zones to coincide with the land use designations. An amendment to the Sorrento Hills Community Plan is requested to transfer 0.3 acres to the Carmel Valley Community Plan. An amendment to the Carmel Valley Neighborhood 10 Precise plan is requested to provide 10 acres of land for a park/school site. A Specific Plan/Precise Plan is requested to analyze three different land use option and three sub-options. Vesting Tentative Maps, Carmel Valley Planned District Development Permits and Resource Protection Ordinance Permits are proposed for development of the following parcels: Torrey Surf (LDR No. 91-0899), Carmel Estates (LDR No. 95-0381), Torrey Pines Estates (LDR No. 96-7573), Loma Sorrento (LDR No. 96-7929), and Parcel "A" (LDR No. 98-0224). The 391.1-acre project site is located east of Interstate 5 and south of State Route (SR) 56 in the Carmel Valley community planning area. Applicant: Participating 8A Property Owners.

### UPDATE:

During and subsequent to public review for the Carmel Valley Neighborhood 8A project, two of the applicants, Pardee Construction Company and the Torrey Pines Investment Group, revised their portions of the proposed project. Pardee Construction Company has requested in writing that the City formally suspend processing of its application for a Vesting Tentative Map (VTM) and Planned District Development Permit (PDDP) for Parcels A and B, under Land Use Option 3. No changes to the environmental analysis contained within the EIR are necessary as a result of this revision. The Torrey Pines Investment Group and a consortium of the owners of the Small Property Owner Parcels have substituted a 112-dwelling-unit Modified Reduced Project Alternative. This alternative would increase the biological impacts and mitigation proposed for implementation of the Reduced Project Alternative by 0.7 acres. Upon submittal of a

VTM and PDDP for the Modified Reduced Project Alternative, additional environmental review may be require. For a complete description of project revisions, please refer to the Preface on Page P-1.

## CONCLUSIONS:

The Carmel Valley Neighborhood 8A project proposes to amend the Progress Guide and General Plan, which is required to adopt the proposed Neighborhood 8A Specific Plan/Precise Plan. Amendments to the Carmel Valley Community Plan and North City Local Coastal Program are proposed to allow the reconfiguration of open space and Very Low to Low density residential land use designations. A Sorrento Hills Community Plan amendment is requested to allow a boundary adjustment between the two community planning areas by transferring 0.3 acres of land within the Sorrento Hills Community Plan area to the Carmel Valley Community Plan area and by transferring a 0.4-acre area from Carmel Valley to Sorrento Hills for a net 0.1-acre change. A Rezone is requested to change the existing A-1-1 and A-1-10 (agriculture) zones to Carmel Valley Planned District zones including: SF1, SF 1-A, SF3 (, single-family); MF1 (multi-family); EP (education and park); an agricultural zone based on the proposed Land Development Code AR zone; and an open space zone (OC-1-1) also based on the Land Development Code. A Specific Plan/Precise Plan is proposed which analyzes a range of development options as described below:

- Land Use Option 1 proposes residential development of 88.4 acres, with a maximum density of 405 units. A total of 282.7 acres are designated open space and an additional 20.0 acres are designated for a public park/school.
- Land Use Option 2 proposes residential development on 148.3 acres, with a maximum of 767 units. Under this option and its associated sub-options a range of 233.9 - 239.3 acres of open space is proposed. A public park, elementary school site, and major roads would occupy the remaining area. Land Use Option 2 with Sub-option A proposes development of 143.3 acres, with a maximum of 787 residential units. A total of 147.3 acres of development with a maximum of 832 residential units, is proposed by Land Use Option 2 with Sub-option B. The 25-acre footprint shown in Land Use Option 2 for Parcel A is included for the purposes of presenting a reasonable range of alternatives for this parcel. The applicant is not pursuing this this footprint and has withdrawn the development plan that corresponded to this footprint.
- Land Use Option 3, with and without the extension of Carmel Creek Road North, proposes residential development on 212.2 acres, with a maximum of 1,280 units. Roadways, park and school sites are also proposed, with 167.5 acres to be retained as open space.

Vesting Tentative Maps, Carmel Valley Planned District Permits, and Resource Protection Ordinance Permits are proposed for the following parcels under Land Use Option 2: Torrey Surf (LDR No. 91-0899), Carmel Estates (LDR No. 95-0381), Torrey Pines Estates (LDR No. 96-7573) and Loma Sorrento (LDR No. 96-7929). A Vesting Tentative Map, Carmel Valley Planned District Permit and Resource Protection Ordinance Permit is also proposed for Parcel "A" under Land Use Option 3 (LDR No. 98-0224). No specific subdivision maps or development proposals have been submitted for consideration under Land Use Option 1. The project also proposes resolution of the Multi-Habitat Planning Area (MHPA) Boundary in Neighborhood 8A.

## Multiple Species Conservation Program (MSCP)

The MSCP Subarea Plan was adopted by City Council in March, 1997. The project site is partially located within a City of San Diego Multiple Habitat Planning Area (MHPA). With the adoption of the Specific Plan/Precise Plan and one of the Land Use Options analyzed in this EIR, or a combination thereof, the MHPA boundary will be established in Neighborhood 8A. This EIR analyzes functional equivalency for habitat value for each land use option in those areas where the proposed MHPA boundary does not match the current "placeholder boundary" for the Neighborhood 8A planning area. The project would comply with the City of San Diego MSCP Subarea Plan's Land Use Adjacency Guidelines. The functional equivalency analysis to support the habitat value comparison and location of the MHPA boundary is provided in the Land Use and Biological Resources sections of this document.

### **SIGNIFICANT UNMITIGATED IMPACTS:**

Land Use (Direct and Cumulative): The purpose of the development regulations of the Resource Protection Ordinance is to protect steep slopes, wetlands, sensitive biological resources, and archaeological sites. All of the Land Use Options and Sub-options would exceed the encroachment allowances with respect to steep slopes and wetland encroachments. Under Land Use Option 3 the proposed development would impact one important archaeological site. For these reasons, the project would result in significant land use impacts.

Transportation/Circulation (Cumulative): Implementation of any of the Land Use Options or Sub-options under all roadway network scenarios would result in cumulatively significant impacts to freeway segments and freeway ramps. This impact is considered significant and unmitigable.

Air Quality (Direct and Cumulative): Implementation of any of the proposed Land Use Options would contribute to the non-attainment of clean air standards in the San Diego Air Basin due to an increase in emissions from mobile sources. This is considered a significant cumulative impact. No Mitigation is available to reduce this cumulative impact to below a level of significance. Under Land Use Option 3, a significant direct impact would result from emissions that exceed the threshold by 15.7 percent. This impact would remain unmitigable.

Landform Alteration/Visual Quality (Direct and Cumulative): Implementation of any of the Land Use Options or Sub-options would result in significant direct and cumulative impacts to landform alteration due to quantity of grading. The project would incorporate sensitive grading techniques such as variable slope gradients, contouring, slope revegetation, and use of landscaping which would reduce impacts, but not to below a level of significance. Direct and cumulative impacts to landform alteration would remain significant and unmitigated. Significant direct and cumulative impacts to visual quality would also result from implementation of Land Use Options 2 and 3 or their sub-options due to the change in visual setting from open expanses and mesas to urban residential development. Implementation of the measures listed above for landform alteration impacts would reduce the visual quality impacts, but not to below a level of significance. Direct and cumulative impacts to visual quality would remain significant and unmitigated.

Biological Resources (Direct and Cumulative): Implementation of any of the Land Use Options or sub-options would result in the loss of isolated seasonal wetlands and vernal pools, including San Diego fairy shrimp. Partial mitigation includes either on-site or off-site creation of wetlands as described below. The project would also contribute to the incremental loss of vernal pool habitat on a regional basis, as this habitat is considered rare and supports sensitive plant and animal species on-site. The loss of vernal pool habitat is considered a significant unavoidable direct and cumulative impact. No mitigation is available to reduce this direct and cumulative impact to below a level of significance.

All of the Land Use Options and Sub-options would also result in the direct loss of rare, upland Tier I habitat (chaparral) and Tier III habitat (non-native grassland). Mitigation for impacts to these habitats would be in the form of either on-site preservation or off-site acquisition as identified below. The project would also contribute to the incremental loss of Tier I and Tier III habitats on a regional basis, as this habitat is considered rare in the region and supports sensitive animal species on-site. This loss is considered cumulatively significant. No mitigation is available to reduce this cumulative impact to below a level of significance.

Hydrology/Water Quality (Cumulative): Implementation of any of the Land Use Options would incrementally add to the amount of pollutants affecting Carmel Valley Creek and Los Penasquitos Lagoon. This incremental impact is regarded as cumulatively significant. Impacts would be partially mitigated by compliance with Best Management Practices for storm water and urban runoff. Cumulative impacts would remain significant and unmitigated.

Cultural Resources (Cumulative): Implementation of Land Use Option 3 and implementation of the Parcel A VTM/PDDP for Land Use Option 3 would result in a cumulatively significant impact to an important archaeological site (CA-SCI-4904). Cumulatively significant impacts to cultural resources would remain significant and unmitigated.

#### **RECOMMENDED ALTERNATIVES FOR SIGNIFICANT UNMITIGATED IMPACTS:**

Approval of the RPO Consistent Alternative sub-option, as described in section 10.0 of the EIR would reduce land use impacts to below a level of significance by strict conformance to the encroachment allowances for steep slopes and wetlands. Although impacts would be reduced as compared to all of the Land Use Options and Sub-options, significant direct landform alteration impacts would remain unmitigated. Cumulative impacts to air quality, traffic, visual quality, and water quality would remain significant and unmitigated. The RPO Consistent Alternative sub-option is considered environmentally superior to any of the proposed Land Use Options and their respective sub-options. The No Project- No Development Alternative would also eliminate the significant land use impact, as well as cumulative air quality, traffic, visual quality and water quality impacts because the site would be left vacant and existing areas of natural vegetation and vernal pools would be avoided. The No Project-No Development Alternative, however, does not meet the objectives of the Carmel Valley Community Plan which assumes development of the site in accordance with an adopted Specific Plan/Precise Plan.

Unless mitigation measures or project alternatives are adopted, project approval will require the decision-maker to make Findings, substantiated in

the record, which state that: a) individual mitigation measures or project alternatives are infeasible, and b) the overall project is acceptable despite significant impacts because of specific overriding considerations.

### **MITIGATION MONITORING AND REPORTING PROGRAM INCORPORATED INTO THE PROJECT:**

Land Use (Direct): The direct loss of up to 0.32 acres of wetlands would be partially mitigated through creation of wetland habitat, either on-site or off-site at a ratio of 3:1. The direct loss of up to 126.3 acres of Tier I habitat and 5.76 acres of Tier III habitat would be mitigated as described below in Biological Resources.

Transportation/Traffic (Direct and Cumulative): Under all Land Use Options and associated Sub-options and assuming the re-opening of Sorrento Valley Road, the addition of project traffic would result in a direct impact to the intersections of Sorrento Valley Road/Carmel Mountain Road and El Camino Real/Carmel Mountain Road/Carmel Creek Road South, requiring mitigation. Up to 766 building permits may be issued in Neighborhood 8A with implementation of the mitigation measures as outlined in Section 5.2 of this EIR. In order to maintain acceptable levels of service at area intersections in the near-term when more than 766 dwelling units are constructed in Neighborhood 8A mitigation is required as follows: construction of the I-5/Carmel Mountain Road interchange must begin within one year of issuance of the 767<sup>th</sup> building permit in Neighborhood 8A. With buildout of the area, Land Use Option 3 would result in a significant direct impact to the Sorrento Valley Road/Carmel Mountain Road and El Camino/Carmel Mountain Road/Carmel Creek Intersections. Mitigation measures include signalization and adding a right turn lane in the location identified in Section 5.2 of this EIR.

Impacts associated with the closure of Sorrento Valley Road and the development of Neighborhood 8A would be partially the responsibility of the City of San Diego. Impacts would occur under all Land Use Options except Option 3. Mitigation required for the closure of this roadway would include improvements to the El Camino Real/SR-56 Eastbound intersection, as well as improvements to the El Camino Real/Carmel Mountain/Carmel Creek Road Intersection as identified in Section 5.2 of this EIR.

Implementation of any of the Land Use Options or Sub-options, except Land Use Option 3 would result in cumulatively significant traffic impacts to the intersection of Carmel Valley/I-5 northbound. Mitigation includes fair share contribution to the construction of additional turn lanes. Potentially significant cumulative impacts would also occur at freeway ramps. Cumulative traffic impacts would remain significant and unmitigated with respect to freeway segments.

Landform Alteration/Visual Quality (Direct): Significant impacts to Landform Alteration/Visual Quality would result with the implementation of all Land Use Options and Sub-options. Impacts would be partially mitigated with implementation of such measures as contour grading of highly visible slopes and implementation of landscaping as described in Section 5.4 of this EIR. These measures would only partially mitigate the significant Landform Alteration/Visual Quality impacts.

Biological Resources (Direct): Under Land Use Option 1 significant impacts to 0.20 acres of wetlands, 42.39 acres of Tier I habitat, 28.82 acres of Tier II habitat, and 4.56 acres of Tier III habitat would result. Proposed mitigation would occur with



implementation of parcel specific Tentative Maps and would include on-site preservation of 0.18 acres of wetlands, 159.45 acres of Tier I habitat, 30.52 acres of Tier II habitat, 1.46 acres of Tier III habitat and off-site acquisition of up to 31.59 acres of Tier I habitat, up to 4.76 acres of Tier II habitat, and 3.0 acres of Tier III habitat. Wetlands would be mitigated at a ratio of 3:1 as further described in section 5.5 of this EIR. Sensitive species to be impacted under this Land Use Option include: California Gnatcatcher, Cooper's Hawk, Orange-throated Whiptail, Bell's Sage Sparrow, San Diego Fairy shrimp, and Western spadefoot toad.

Under Land Use Option 2 significant impacts to 0.09 acres of wetlands, 84.60 acres of Tier I habitat, 33.86 acres of Tier II habitat, and 6.5 acres of Tier III habitat would result. Proposed mitigation would occur with implementation of parcel specific Tentative Maps and would include on-site preservation of up to 116.5 acres of Tier I habitat, up to 23.31 acres of Tier II habitat, up to 0.22 acres of Tier III habitat and off-site acquisition of up to 100.72 acres of Tier I habitat, up to 19.44 acres of Tier II habitat and up to 6.87 acres of Tier III habitat. Wetlands would be mitigated at a ratio of 3:1 as further described in Section 5.5 of this EIR. Sensitive species to be impacted under this Land Use Option include: California Gnatcatcher, San Diego Fairy shrimp, Orange-throated Whiptail, Cooper's hawk, Western spadefoot toad, and South Coast saltscale.

Under Land Use Option 2A a reduction of 9.37 acres of Tier I habitat, and an additional 4.25 acres of Tier II habitat would be impacted. Tier II impacts would be the same as those under Land Use Option 2. Wetland impacts (southern willow scrub) would increase by 0.26 acres, as compared to those identified for Land Use Option 2. Mitigation would be provided as described above. Sensitive species to be impacted under this Sub-option include Cooper's hawk, Orange-throated Whiptail, and South Coast saltscale.

Under Land Use Option 2B an additional 2.97 acres of Tier I habitat and 5.59 acres of Tier II habitat would be impacted. Tier III impacts would be the same as Land Use Option 2. Wetland impacts (southern willow scrub) would increase by 0.23 acres, as compared to those identified for Land Use Option 2. Mitigation would be provided as described above. Sensitive species to be impacted under this Sub-options include Cooper's hawk, Orange-throated Whiptail, and South Coast saltscale.

Under Land Use Option 3 significant impacts to 0.32 acres of wetlands, 126.30 acres of Tier I habitat, 29.54 acres of Tier II habitat and 5.76 acres of Tier III habitat would result. Proposed mitigation would occur with implementation of parcel specific Tentative Maps and would include on-site preservation of 69.04 acres of Tier I habitat, 15.81 acres of Tier II habitat, 0.22 acres of Tier III habitat and off-site acquisition of up to 164.52 acres of Tier I habitat, up to 25.71 acres of Tier II habitat, and up to 7.41 acres of Tier III habitat. Wetlands would be mitigated at a ratio of 3:1 as further described in Section 5.5 of this EIR. Sensitive species to be impacted under this Land Use Option include: California Gnatcatcher, San Diego Fairy Shrimp, Orange-throated Whiptail, Cooper's hawk, Northern Harrier, Bell's Sage sparrow, and San Diego Horned lizard.

Hydrology/Water Quality (Direct): All Land Use Options would mitigate their direct impacts to Water Quality through implementation of erosion control measures as required by the City's Grading Ordinance, and would re-landscape disturbed areas after grading. To minimize potential effects on urban runoff, the project would comply with the Best Management Practices Program for Stormwater Pollution Control created by

the City of San Diego and would contribute to the Los Penasquitos Lagoon Enhancement Fund.

Geology/Soils and Erosion (Direct): All land use options would mitigate their direct impacts associated with erosion by implementing such erosion control measures as landscaping manufactured slopes within 90 days of grading and installation of energy dissipation devices. In addition, full geotechnical investigations shall be required as development plans proceed and grading plans must be reviewed and approved by the City Engineer.

Noise (Direct): Mitigation for noise impacts varies from parcel to parcel depending on the Land Use Options, however, a parcel specific noise analysis shall be prepared by a qualified acoustician prior to the issuance of building permits. Noise attenuation walls are required to be installed prior to the issuance of occupancy permits for residential dwelling units along Carmel Creek Road, Street "A", and El Camino Real.

Cultural Resources (Direct): Development under Land Use Option 2, Land Use Option 2B or Land Use Option 3 and associated VTM's/PDDP's for the Torrey Pines Estates parcel would require a mitigation program for CA-SCI-14,523 as outlined in Section 5.9 of the EIR. If potentially important cultural resources are uncovered, the archaeologist will excavate the feature and conduct a data recovery program in accordance with standard professional practices. Development under Land Use Option 3 and associated Tentative Maps for Parcel A would require a mitigation program for CA-SCI-4904.

Paleontology (Direct): A soils report would be submitted with each grading plan to determine the locations of sensitive geological formations. The direct impacts to paleontological resources would be mitigated through implementation of a paleontological monitoring and salvaging program during grading.

Public Services (Direct and Cumulative): Development under any of the proposed Land Use Options and their respective Sub-options would result in impacts to schools. Participation in a Special Assessment District would mitigate the project's direct and cumulative impacts on public educational facilities to below a level of significance.

Public Safety (Direct): Development under Land Use Option 2 with Sub-option A would require approval of an indoor fire sprinkler system by the Fire Department for the residential units on the Torrey Pines Estates parcel. This system shall be installed and operable prior to issuance of occupancy permits.

The above Mitigation Monitoring and Reporting Program will require an additional deposit of \$3,200.00 to be collected prior to the issuance of grading permits to ensure the successful completion of the monitoring program.

  
\_\_\_\_\_  
Lawrence C. Monserrate, Environmental Review Manager  
Development Services

\_\_\_\_\_  
April 20, 1998  
Date of Draft Report

\_\_\_\_\_  
June 18, 1998  
Date of Final Report

Analyst: Raap

**PUBLIC REVIEW:**

The following individuals, organizations, and agencies received a copy or notice of the draft EIR and were invited to comment on its accuracy and sufficiency:

U.S. Government

Army Corps of Engineers  
U.S. Fish and Wildlife Service  
Environmental Protection Agency

State of California

State Clearinghouse  
Caltrans, District 11  
Department of Fish and Game  
Coastal Commission, San Diego Region  
Department of Water Resources  
Regional Water Quality Control Board  
Native American Heritage Commission  
State Lands Commission  
Office of Historic Preservation

County of San Diego

Air Pollution Control District  
Department of Planning and Land Use

City of San Diego

Mayor's Office  
Councilmember Mathis, District 1  
Engineering Department  
Park and Recreation Department  
Fire Department  
Development Services  
Community and Economic Development  
Wetland Advisory Board  
Environmental Services

City Attorney of Del Mar  
City of Del Mar, Planning Department  
San Dieguito Union High School District  
Del Mar Union School District  
SANDAG  
San Diego Gas and Electric  
Metropolitan Transit Development Board  
Carmel Valley Community Planning Board  
Shaw Ridge Homeowners Association

Arroyo Sorrento Homeowner's Association  
Arroyo Sorrento Property Owners  
Torrey Pines Community Planning Group  
Del Mar Mesa Community Planning Group  
Los Penasquitos Canyon Preserve CAC  
Rancho Santa Fe Association  
Carmel Valley Trail Riders Coalition  
Carmel Mountain Conservancy  
Southwest Center for Biodiversity  
Sierra Club  
San Diego Natural History Museum  
San Diego Audubon Society  
California Native Plant Society  
Ellen Bauder  
Citizens Coordinate for Century III  
South Coastal Information Center  
San Diego Museum of Man  
San Diego County Archaeological Society  
Ron Christman  
Louie Guassac  
Clarence Brown Sr.  
Dr. Florence Shipek  
California Indian Legal Services  
Brian Biamonte  
The Baldwin Company  
Recon  
Stephanie Goglin  
Elliot Leonard  
Opal Trueblood

Applicants/Agents/Owners

Mike Madigan, Pardee Construction Company  
Westbrook Communities  
Elder Trust  
Torrey Pines Investment Group c/o Jack Ingber  
Loma Sorrento Investors  
AG Land Associates  
T & B Planning Consultants  
Tom Steinke  
Chuck Corum  
Michael and Elaine Gallagher  
Larry Lessie  
Keris Kennedy  
Susan Anuskiewicz  
Ronald Anuskiewicz  
Teresa Robertson  
Leon Rigoli Trust  
Nathan Appleman Trust  
Becker Revocable Trust  
Bruce and Diana Wright  
Shizuye and Fumio Omachi

Loyd and June Zimmerman  
Charles and Clinton Althouse  
Scot Sandstrom  
Robert and Fredricka Driver  
George Buzzell  
Matt Peterson  
Tom Schoene  
Ted Griswold

Copies of the draft EIR, the Mitigation Monitoring and Reporting Program and any technical appendices may be reviewed in the office of the Land Development Review Division, or purchased for the cost of reproduction.

**RESULTS OF PUBLIC REVIEW:**

- ( ) No comments were received during the public input period.
- ( ) Comments were received but the comments do not address the accuracy or completeness of the environmental report. No response is necessary and the letters are attached at the end of the EIR.
- (X) Comments addressing the accuracy or completeness of the EIR were received during the public input period. The letters and responses follow.



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

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

1. **PURPOSE**

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

2. **AUTHORITY**

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

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

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

2.4 California Code of Regulations, Titles 17 and 22

2.5 California State Penal Code, Section 498B.0

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

2.7 Water Department Director

**Reference**

2.8 State of California Guidance Manual for Cross Connection Programs

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

2.10 American Water Works Association Standards for Water Meters

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

3. **DEFINITIONS**

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



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

- 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.

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

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.

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

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.

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

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

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

#### 4.7 Relocation of Existing Fire Hydrant Meters

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

#### 4.8 Disconnection of Fire Hydrant Meter

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

<b>CITY OF SAN DIEGO CALIFORNIA DEPARTMENT INSTRUCTIONS</b>	<b>NUMBER DI 55.27</b>	<b>DEPARTMENT Water Department</b>
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for removal of the meter.

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

5. **EXCEPTIONS**

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

6. **MOBILE METER**

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

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

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

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

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

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

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

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7. **FEE AND DEPOSIT SCHEDULES**

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

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

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

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

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

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

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



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

**Water Department Director**

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

**APPENDIX**

**Administering Division:** Customer Support Division

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

**Distribution:** DI Manual Holders



# Application for Fire Hydrant Meter (EXHIBIT A)

(For Office Use Only)

NS REQ	FAC#
DATE	BY

METER SHOP (619) 527-7449

## Meter Information

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

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

## Company Information

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

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

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

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

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

**Note:**

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

Date

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

Subject: Discontinuation of Fire Hydrant Meter Service

Dear Water Department Customer:

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

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

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

Sincerely,

Water Department

**APPENDIX C**

**MATERIALS TYPICALLY ACCEPTED BY CERTIFICATE OF COMPLIANCE**

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

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

**APPENDIX D**

**SAMPLE CITY INVOICE WITH CASH FLOW FORECAST**





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

## Construction Cash Flow Forecast

"Sewer and Water Group Job 965 (W)"

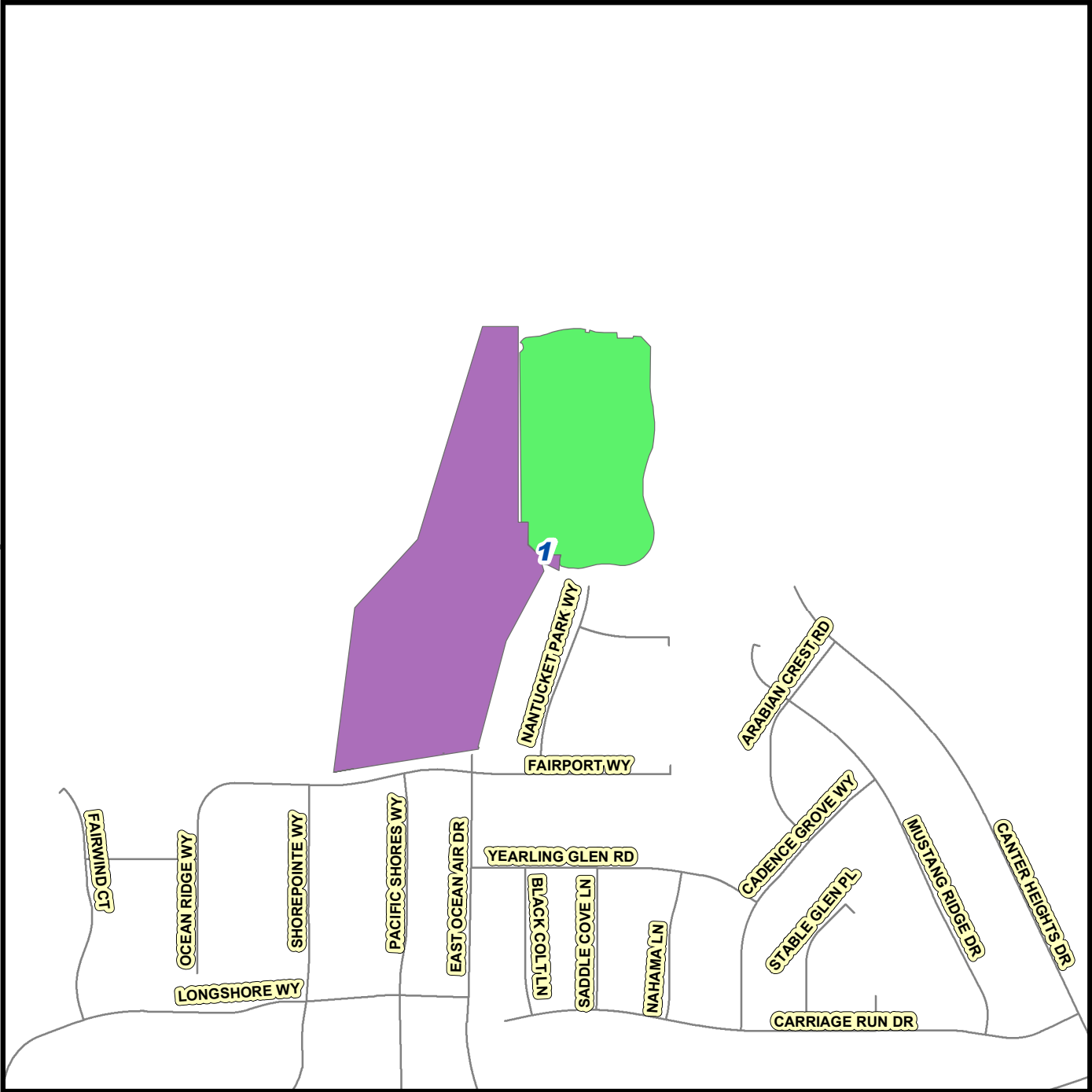
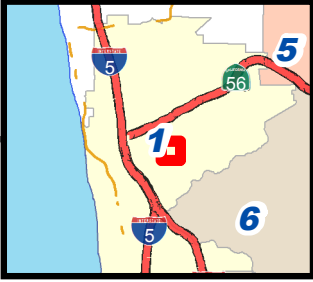
Year	January	February	March	April	May	June	July	August	September	October	November	December
2018				15,000	25,000	52,000	52,000	100,000	10,000	100,000	100,000	100,000
2019	10,000	10,000	85,000	58,000	100,000	100,000	100,000	100,000	100,000	100,000	1,000,000	1,000,000
2020	100,000	100,000	100,000	1,000,000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

SAMPLE REFERENCE

**APPENDIX E**  
**LOCATION MAPS**

**OCEAN AIR COMMUNITY PARK TURF UPGRADES /**  
**OCEAN AIR COMMUNITY PARK COMFORT STATION &**  
**PARK IMPROVEMENTS**

SENIOR ENGINEER CYNTHIA MEINHARDT 619-533-5259	PROJECT MANAGER SEPI AMIRAZIZI 619-533-4651	PROJECT ENGINEER JODY CHEUNG 858-573-5071	FOR QUESTIONS ABOUT THIS PROJECT Call: 619-533-4207 Email: <a href="mailto:engineering@sandiego.gov">engineering@sandiego.gov</a>
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**Legend**

- Ocean Air Community Park - Turf Upgrades (S16030)
- Ocean Air Community Park - Comfort Station & Park Improvements (S16031)



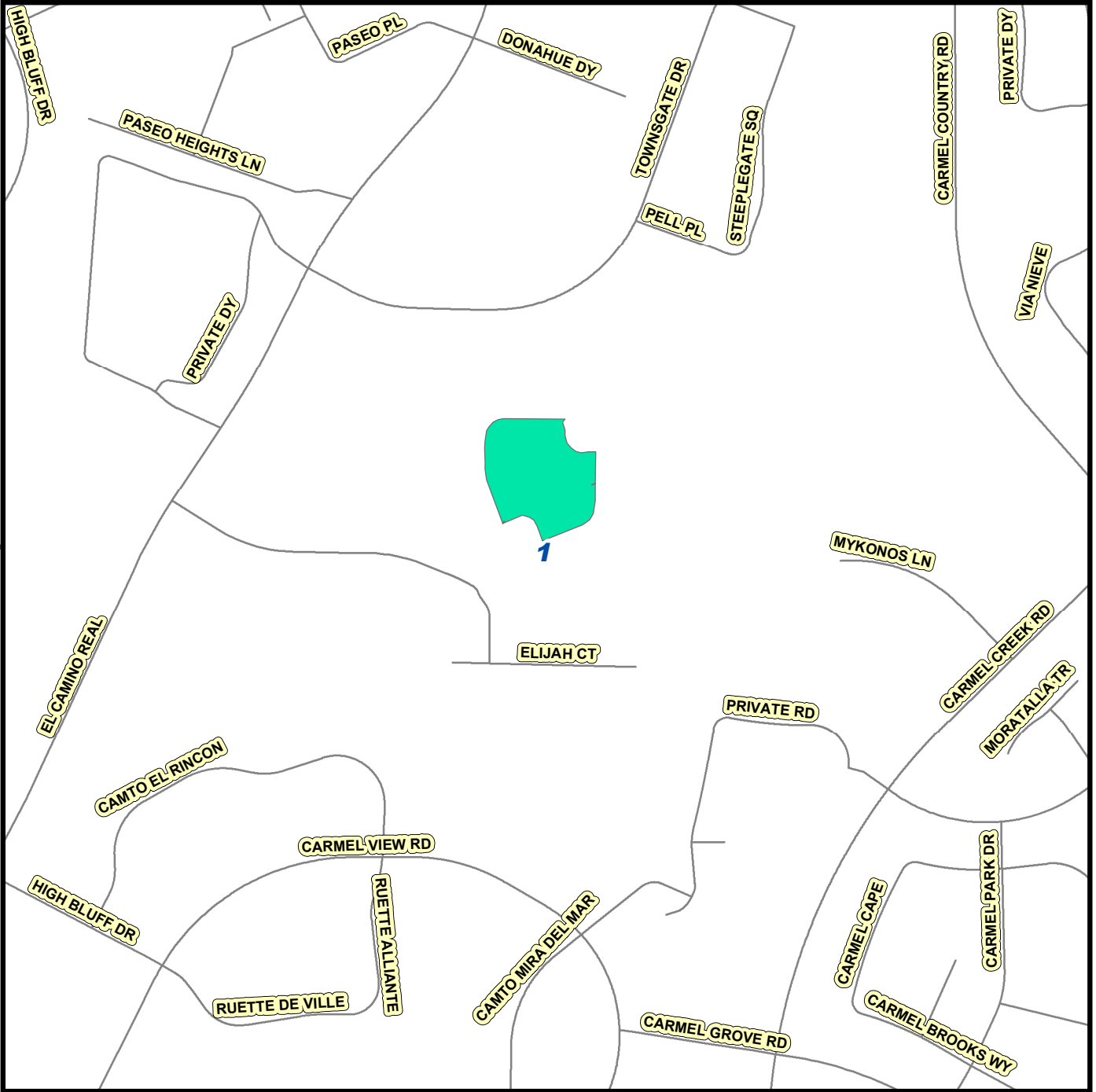
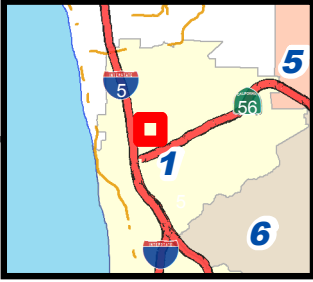
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**CARMEL VALLEY COMMUNITY PARK - TURF UPGRADES**

SENIOR ENGINEER  
Edgar Lozano  
619-533-6613

PROJECT MANAGER  
Zina Rummani  
619-533-3409

FOR QUESTIONS ABOUT THIS PROJECT  
Call: 619-533-4207  
Email: [engineering@sandiego.gov](mailto:engineering@sandiego.gov)



**Legend**

 Carmel Valley Community Park - Turf Upgrades



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**APPENDIX F**  
**SAMPLE OF PUBLIC NOTICE**



CONSTRUCTION NOTICE

PROJECT TITLE

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

The work will consist of:

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

How your neighborhood may be impacted:

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

Hours and Days of Operation:

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

City of San Diego Contractor:

Company Name, XXX-XXX-XXXX



CONSTRUCTION NOTICE

PROJECT TITLE

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

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.
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- 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**

**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

**ATTACHMENT F**

**RESERVED**

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

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

---

**CONSTRUCTION CONTRACT**

This Phase-Funded contract is made and entered into between THE CITY OF SAN DIEGO, a municipal corporation, herein called "City", and **De La Fuente Construction, Inc.**, herein called "Contractor" for construction of **Ocean Air CP Comfort Station and Park Improvements, and Carmel Valley CP – Turf Upgrades and Park Improvements**; Bid No. **K-23-2117-DBB-3**; in the total amount **Six Million Eighty Nine Thousand Five Hundred Forty Two Dollars and Zero Cents (\$6,089,542.00)**, which is comprised of the Base Bid consisting of an amount not to exceed \$4,046,725.00 for Phase 1 and \$2,042,817.00 for Phase 2.

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) Phased Funding Schedule Agreement
  - (e) That certain documents entitled **Ocean Air CP Comfort Station and Park Improvements, and Carmel Valley CP – Turf Upgrades and Park Improvements**, on file in the office of the Purchasing & Contracting Department as Document No. **S-16031, S-16029**, as well as all matters referenced therein.
2. The City wishes to construct this Project on a Phase-Funded basis. In accordance with Whitebook section 7-3.10, the City is only obligated to pay for Phase I; Contractor cannot begin, nor is the City financially liable for any additional Phases, unless and until Contractor is issued a Notice to Proceed for each additional Phase by the City.
3. 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 **Ocean Air CP Comfort Station and Park Improvements, and Carmel Valley CP – Turf Upgrades and Park Improvements**, Bid Number **K-23-2117-DBB-3**, San Diego, California.
4. 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.

**CONTRACT AGREEMENT (continued)**

- 5. 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.
- 6. 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.

**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 §22.31.02 authorizing such execution.

**THE CITY OF SAN DIEGO**

**APPROVED AS TO FORM**

By Beric Doringo

Mara W. Elliott, City Attorney  
By Dana Fairchild

Print Name: Beric Doringo  
Deputy Director  
Purchasing & Contracting Department

Print Name: Dana Fairchild  
Deputy City Attorney

Date: 6/16/2023

Date: 6/22/2023

**CONTRACTOR**

By Jorge Diaz De La Fuente

Print Name: Jorge Diaz De La Fuente

Title: President

Date: 05/25/2023

City of San Diego License No.: B2010035758

State Contractor's License No.: 919666

DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) REGISTRATION NUMBER: 1000043346

## **CERTIFICATIONS AND FORMS**

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

## **BIDDER'S GENERAL INFORMATION**

To the City of San Diego:

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

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

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

State of California

County of San Diego

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



## CONTRACTOR CERTIFICATION

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### COVID-19 VACCINATION ORDINANCE

#### CERTIFICATION OF COMPLIANCE

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

#### TERMS OF COMPLIANCE

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

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

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

## **CONTRACTOR CERTIFICATION**

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### **DRUG-FREE WORKPLACE**

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

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

## **CONTRACTOR CERTIFICATION**

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### **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**

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### **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**

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### **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**

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### **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**

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### **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:

**Ocean Air CP Comfort Station and Park Improvements, and Carmel Valley CP – Turf Upgrades and Park Improvements**

(Project Title)

as particularly described in said contract and identified as Bid No. **K-23-2117-DBB-3**; SAP No. (WBS) **S-16031, S-16029**; and **WHEREAS**, the specification of said contract requires the Contractor to affirm that "all brush, trash, debris, and surplus materials resulting from this project have been disposed of in a legal manner"; and **WHEREAS**, said contract has been completed and all surplus materials disposed of:

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

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

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

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

Dated this \_\_\_\_\_ DAY OF \_\_\_\_\_, \_\_\_\_\_.

By: \_\_\_\_\_  
Contractor

**ATTEST:**

State of \_\_\_\_\_ County of \_\_\_\_\_

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

Notary Public in and for said County and State



**LIST OF SUBCONTRACTORS**

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

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

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

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

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

**NAMED EQUIPMENT/MATERIAL SUPPLIER LIST**

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

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

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

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

## **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,

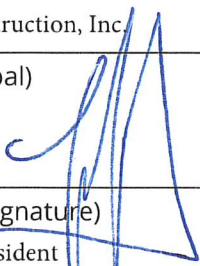
That De La Fuente Construction, Inc. as Principal, and Markel Insurance Company as Surety, are held and firmly bound unto The City of San Diego hereinafter called "OWNER," in the sum of **10% OF THE TOTAL BID AMOUNT** for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, 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 Ocean Air CP Comfort Station and Park Improvements, and Carmel Valley CP - Turf Upgrades and Park Improvements

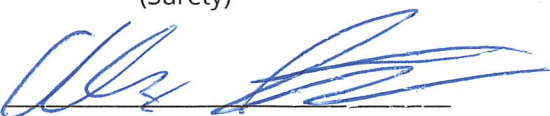
NOW THEREFORE, if said Principal is awarded a contract by said OWNER and, within the time and in the manner required in the "Notice Inviting Bids" enters into a written Agreement on the form of agreement bound with said Contract Documents, furnishes the required certificates of insurance, and furnishes 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 13th day of March, 2023

De La Fuente Construction, Inc. (SEAL)  
(Principal)

By:  (Signature)  
Jorge Diaz, President

Markel Insurance Company (SEAL)  
(Surety)

By:  (Signature)

Alexander Karaniwan, Attorney-in-Fact

(SEAL AND NOTARIAL ACKNOWLEDGEMENT OF SURETY)



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

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

Certificate No: 8207141-976296

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Alex Karaniwan; Chanel Asfaw; Erik Wenstone; Hannah McGarvey; Kyle King; Travis Pearson; William Bodenstadt, III

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

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 14th day of January, 2022.



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

By: David M. Carey
David M. Carey, Assistant Secretary

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

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 14th day of January, 2022 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

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



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

By: Teresa Pastella
Teresa Pastella, Notary Public

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

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

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

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

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

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 13th day of March, 2023.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

## ACKNOWLEDGMENT

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

State of California

County of San Diego

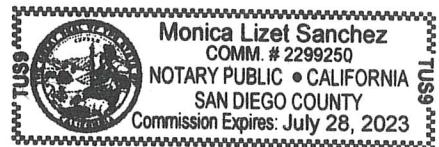
On March 13, 2023 before me, Monica Lizet Sanchez  
(insert name and title of the officer)

personally appeared Alexander Thomas Karaniwan,  
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 Monica Sanchez (Seal)



**CONTRACTOR'S CERTIFICATION OF PENDING ACTIONS**

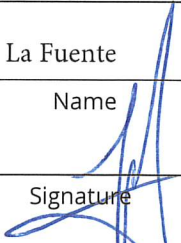
As part of its bid or proposal (Non-Price Proposal in the case of Design-Build contracts), the Bidder shall provide to the City a list of all instances within the past 10 years where a complaint was filed or pending against the Bidder in a legal or administrative proceeding alleging that Bidder discriminated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

CHECK ONE BOX ONLY.

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

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

Contractor Name: De La Fuente Construction Inc.

Certified By Jorge Diaz De La Fuente Title President  
Name  
 Date 03/15/23  
Signature

**USE ADDITIONAL FORMS AS NECESSARY**

## Mandatory Disclosure of Business Interests Form

### BIDDER/PROPOSER INFORMATION

Legal Name		DBA	
De La Fuente Construction Inc.			
Street Address	City	State	Zip
3025 Beyer Blvd Suite E-101,	San Diego,	CA	92154
Contact Person, Title		Phone	Fax
Jorge Diaz De La Fuente		619-512-5505	619-878-2980

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
Carolina Bernal	Estimator
City and State of Residence	Employer (if different than Bidder/Proposer)
San Diego, CA	
Interest in the transaction	
N/A - 0% Ownership in Coporation	

Name	Title/Position
Hector Ojeda	Bid Coordinator
City and State of Residence	Employer (if different than Bidder/Proposer)
San Diego, CA	
Interest in the transaction	
N/A - 0% Ownership in Coporation	

### \* 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.

Jorge Diaz De La Fuente , President

04/10/2023

Print Name, Title

Signature

Date

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



**DEBARMENT AND SUSPENSION CERTIFICATION**

**PRIME CONTRACTOR**

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

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

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

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

NAME	TITLE
Jorge Diaz De La Fuente	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: De La Fuente Construction Inc.

Certified By Jorge Diaz De La Fuente Title President

Name

 Date 03/15/2023

Signature

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

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

Names of the Principal individual owner(s)

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

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

SUBCONTRACTOR                       SUPPLIER                       MANUFACTURER

NAME	TITLE
ANTHONY BUESCHER	PRESIDENT
BUESCHER ELECTRIC INC	
DBA SERVICE ELECTRIC SYSTEMS	

SUBCONTRACTOR                       SUPPLIER                       MANUFACTURER

NAME	TITLE

SUBCONTRACTOR                       SUPPLIER                       MANUFACTURER

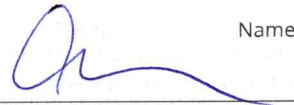
NAME	TITLE

SUBCONTRACTOR                       SUPPLIER                       MANUFACTURER

NAME	TITLE

Contractor Name: BUESCHER ELECTRIC INC DBA SERVICE ELECTRIC SYSTEMS

Certified By ANTHONY BUESCHER Title PRESIDENT



Name

Date 4/10/2023

Signature

**\*USE ADDITIONAL FORMS AS NECESSARY\***

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

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

SUBCONTRACTOR                       SUPPLIER                       MANUFACTURER

NAME	TITLE
Jose Rolon	Owner

SUBCONTRACTOR                       SUPPLIER                       MANUFACTURER

NAME	TITLE

SUBCONTRACTOR                       SUPPLIER                       MANUFACTURER


NAME	TITLE

SUBCONTRACTOR                       SUPPLIER                       MANUFACTURER

NAME	TITLE

Contractor Name: DeRollo Pipeline

Certified By Jose Rolon Title Owner

Name  
  
 Signature

Date 04/07/2023

**\*USE ADDITIONAL FORMS AS NECESSARY\***

**DEBARMENT AND SUSPENSION CERTIFICATION**  
**SUBCONTRACTORS, SUPPLIERS AND MANUFACTURERS**  
**\*TO BE COMPLETED BY BIDDER\***  
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Please indicate if principal owner is serving in the capacity of **subcontractor**, **supplier**, and/or **manufacturer**:

SUBCONTRACTOR                       SUPPLIER                       MANUFACTURER

NAME	TITLE
Benji Wyatt	Owner

SUBCONTRACTOR                       SUPPLIER                       MANUFACTURER

NAME	TITLE

SUBCONTRACTOR                       SUPPLIER                       MANUFACTURER

NAME	TITLE

SUBCONTRACTOR                       SUPPLIER                       MANUFACTURER

NAME	TITLE

Contractor Name: Dirt Designz

Certified By Benji Watt Title President

Name

*Benji Watt*

Signature

Date 03-16-2023

**\*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
<i>TIM COURY</i>	<i>REGIONAL VP</i>

SUBCONTRACTOR                       SUPPLIER                       MANUFACTURER

NAME	TITLE

SUBCONTRACTOR                       SUPPLIER                       MANUFACTURER

NAME	TITLE

SUBCONTRACTOR                       SUPPLIER                       MANUFACTURER

NAME	TITLE

Contractor Name:           FIELDSTORF          

Certified By           *TIM COURY*           Title           *Regional VP*          

Name

          *[Signature]*           Date           *3-16-23*          

Signature

**\*USE ADDITIONAL FORMS AS NECESSARY\***

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

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

SUBCONTRACTOR                       SUPPLIER                       MANUFACTURER

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

SUBCONTRACTOR                       SUPPLIER                       MANUFACTURER

NAME	TITLE
N/A	

SUBCONTRACTOR                       SUPPLIER                       MANUFACTURER

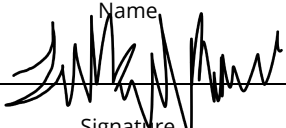
NAME	TITLE
N/A	

SUBCONTRACTOR                       SUPPLIER                       MANUFACTURER

NAME	TITLE
N/A	

Contractor Name: Makelele Systems Landscape & Maintenance, Inc.

Certified By Jose Cardenas Title President

  
 Name \_\_\_\_\_  
 Signature \_\_\_\_\_ Date 16 March 2023

Makelele Systems Landscape & Maintenance, Inc.  
 760.208.8749 \* CA. License No. 987557 \* QAL No. 145564 (B + C)  
 SOS Entity No. C3675404 \* DIR No. 1000028415                      **\*USE ADDITIONAL FORMS AS NECESSARY\***  
 City of SD SLBE No. 14MS1248 \* SB (Micro - CA DGS) Cert No. 2012569  
 City of San Diego Business Tax Certificate No. B2015030954  
 Mailing Address: PO Box 2044, San Marcos, California 92079  
 makelele@makelelesystems.com

**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**

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

SUBCONTRACTOR                       SUPPLIER                       MANUFACTURER

NAME	TITLE
Charles E. Kaufman IV / Public Restroom Company	President

SUBCONTRACTOR                       SUPPLIER                       MANUFACTURER

NAME	TITLE

SUBCONTRACTOR                       SUPPLIER                       MANUFACTURER

NAME	TITLE

SUBCONTRACTOR                       SUPPLIER                       MANUFACTURER

NAME	TITLE

Contractor Name: Public Restroom Company

Certified By Charles E. Kaufman IV Title President

Name



Date 04/10/2023

Signature

**\*USE ADDITIONAL FORMS AS NECESSARY\***

**DEBARMENT AND SUSPENSION CERTIFICATION**  
**SUBCONTRACTORS, SUPPLIERS AND MANUFACTURERS**  
**\*TO BE COMPLETED BY BIDDER\***  
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Please indicate if principal owner is serving in the capacity of **subcontractor, supplier, and/or manufacturer:**

SUBCONTRACTOR                       SUPPLIER                       MANUFACTURER

NAME	TITLE
Robert Perez	President

SUBCONTRACTOR                       SUPPLIER                       MANUFACTURER

NAME	TITLE

SUBCONTRACTOR                       SUPPLIER                       MANUFACTURER

NAME	TITLE

SUBCONTRACTOR                       SUPPLIER                       MANUFACTURER

NAME	TITLE

Contractor Name: RAP Engineering, LLC

Certified By Jason Tait Title Estimator

  
 Name \_\_\_\_\_  
 Signature \_\_\_\_\_ Date 03/16/2023

**\*USE ADDITIONAL FORMS AS NECESSARY\***



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

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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
Michael E. Powers	President

SUBCONTRACTOR                       SUPPLIER                       MANUFACTURER

NAME	TITLE

SUBCONTRACTOR                       SUPPLIER                       MANUFACTURER

NAME	TITLE

SUBCONTRACTOR                       SUPPLIER                       MANUFACTURER

NAME	TITLE

Contractor Name: Powercon Improvements Inc.

Certified By Michael E. Powers Title President

Name

M.P.

Signature

Date 04/10/2023

**\*USE ADDITIONAL FORMS AS NECESSARY\***

**CONTRACTOR'S CERTIFICATION OF PENDING ACTIONS**

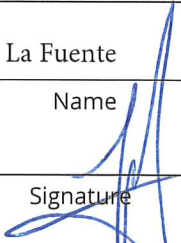
As part of its bid or proposal (Non-Price Proposal in the case of Design-Build contracts), the Bidder shall provide to the City a list of all instances within the past 10 years where a complaint was filed or pending against the Bidder in a legal or administrative proceeding alleging that Bidder discriminated 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: De La Fuente Construction Inc.

Certified By Jorge Diaz De La Fuente Title President  
Name  
 Date 03/15/23  
Signature

**USE ADDITIONAL FORMS AS NECESSARY**

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

Names of the Principal individual owner(s)

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

SUBCONTRACTOR                       SUPPLIER                       MANUFACTURER

NAME	TITLE
David Ortiz	President

SUBCONTRACTOR                       SUPPLIER                       MANUFACTURER

NAME	TITLE

SUBCONTRACTOR                       SUPPLIER                       MANUFACTURER

NAME	TITLE

SUBCONTRACTOR                       SUPPLIER                       MANUFACTURER

NAME	TITLE

Contractor Name: In-Line Fence & Railing

Certified By Stephen Torres Title Assistant Estimator

Name  
  
 Signature

Date 4/10/2023

**\*USE ADDITIONAL FORMS AS NECESSARY\***

# City of San Diego

CITY CONTACT: Rosa I. Riego, Senior Contract Specialist, Email: [RRiego@sandiego.gov](mailto:RRiego@sandiego.gov)  
Phone No. (619) 533-3426

## ADDENDUM A



## FOR

## OCEAN AIR CP COMFORT STATION AND PARK IMPROVEMENTS, AND CARMEL VALLEY CP – TURF UPGRADES AND PARK IMPROVEMENTS

BID NO.:	<u>K-23-2117-DBB-3</u>
SAP NO. (WBS/IO/CC):	<u>S-16031, S-16029</u>
CLIENT DEPARTMENT:	<u>1714</u>
COUNCIL DISTRICT:	<u>1</u>
PROJECT TYPE:	<u>GA</u>

### **BID DUE DATE:**

**2:00 PM**  
**MARCH 16, 2023**

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

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

**ENGINEER OF WORK**

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

Leigh Kyle  
1) Landscape Architect

3/2/23  
Date

Seal:



Edgar Lozano  
2) For City Engineer

03/02/2023  
Date

Seal:



Signed  
03/02/2023

## 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. Per Plan Sheet L110, It states under root zone protection to install Chain Link Fencing with a gate at each tree for tree protection. In lieu of chain link fence, will the City accept green t-posts with orange protection fencing?

A1. Use chain link per the Plans.

Q2. Per Plan sheet L114, please provide model number for Recycling Receptacles.

A2. Trash / Recycling Receptacles are per sheet L114, Quick Crete CA Waste Container (QS-CAL 2553SDW) or approved equal, match the existing ones on site. Recycling receptacle shall have sandblast "recycling" logo on side, trash receptacle shall have sandblast "landfill" logo or lettering on side, paint color to match existing.

Q3. Per Plan Sheet L213, please provide color and finish for the accessible picnic table.

A3. Color: Copper, Texture: Light sandblast, Permahield 4200 sealer to match existing on site, verify in field.



Q4. What are the addresses for the project locations?

A4. The contract's areas of work (2) sites addresses are:

- Ocean Air Community Park  
4770 Fairport Way, San Diego, CA 92130
- Carmel Valley Community Park  
3777 Townsgate Dr., San Diego, CA 92130

Q5. Is there any specifications on the synthetic turf portion of this project?

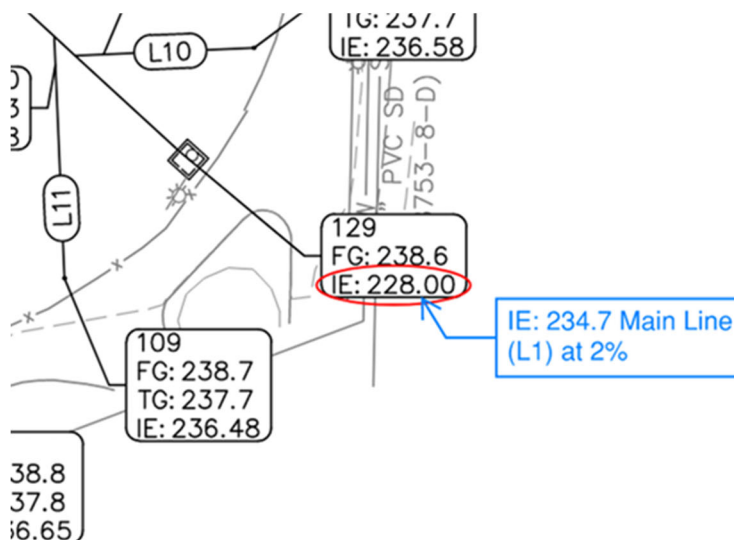
A5. Yes, Technical Specification Section 321815. See pages 24 through 37 of this Addendum.

Q6. Do subcontractors need to become prequalified as well?

A6. Only Prime Contractors submitting a bid need to be prequalified.

Q7. Plan C233/40318-70-D, construction note 21 calls for a new A4 Cleanout. Plan C244/40318-75-D indicated a depth of FG 238.60/IE 228.00 (over 10' deep). The adjacent laterals are only 2' deep. Would you please verify the depth of A4 cleanout is to be at such depth. The depth seems excessive.

A7. The main line (segment L1) slope can be 2% rather than the 0.5% min shown on the plans. This would result in an IE of 234.7' at the proposed A4 cleanout (depth of about 4'). Please see the snip below:



## C. ATTACHMENTS

1. To Attachment C, Equal Opportunity Contracting Program, Section B, SLBE-ELBE Subcontracting Requirements, **Subsection D, SLBE-ELBE SUBCONTRACTOR PARTICIPATION PERCENTAGES**, pages 41 to 42, **DELETE** in its entirety and **SUBSTITUTE** with the following:

### 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.

#### **D. SUPPLEMENTARY SPECIAL PROVISIONS**

1. To Attachment E, **ADD TECHNICALS**, pages 7 through 37 of this Addendum.

Rania Amen, Director  
Engineering & Capital Projects Department

Dated: *March 3, 2023*  
San Diego, California

RA/AP/na

# TECHNICALS

## SECTION 101419 - DIMENSIONAL LETTER SIGNAGE

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. Section Includes:
  - 1. Cast dimensional characters.

#### 1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Sustainable Design Submittals:
- C. Shop Drawings: For signs.
  - 1. Include fabrication and installation details and attachments to other work.
  - 2. Show sign mounting heights, locations of supplementary supports to be provided by other installers, and accessories.
  - 3. Show message list, timesteps, graphic elements, and layout for each sign at least half size.
- D. Samples for Verification: For each type of sign assembly showing all components and with the required finish(es), in manufacturer's standard size unless otherwise indicated and as follows:
  - 1. Dimensional Characters: Full-size Sample of dimensional character.
  - 2. Exposed Accessories: Full-size Sample of each accessory type.

#### 1.4 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For Installer and manufacturer.

Carmel Valley CP – Turf Upgrade  
Synthetic Turf  
Spurlock Landscape Architects

Final CD Submittal  
February 22, 2023  
101419 - 1

B. Sample Warranty: For special warranty.

#### 1.5 CLOSEOUT SUBMITTALS

A. Maintenance Data: For signs to include in maintenance manuals.

#### 1.6 QUALITY ASSURANCE

A. Installer Qualifications: Manufacturer of products or an entity that employs installers and supervisors who are trained and approved by manufacturer.

#### 1.7 FIELD CONDITIONS

A. Field Measurements: Verify locations of electrical service embedded in permanent construction by other installers by field measurements before fabrication, and indicate measurements on Shop Drawings.

#### 1.8 WARRANTY

A. Special Warranty: Manufacturer agrees to repair or replace components of signs that fail in materials or workmanship within specified warranty period.

1. Failures include, but are not limited to, the following:
  - a. Deterioration of finishes beyond normal weathering.
  - b. Separation or delamination of sheet materials and components.
2. Warranty Period: One year from date of Substantial Completion.

### PART 2 - PRODUCTS

#### 2.1 PERFORMANCE REQUIREMENTS

A. Structural Performance: Signs and supporting elements shall withstand the effects of gravity and other loads within limits and under conditions indicated.

1. Uniform Wind Load: As indicated on Drawings.
2. Concentrated Horizontal Load: As indicated on Drawings.

Carmel Valley CP – Turf Upgrade  
Synthetic Turf  
Spurlock Landscape Architects

Final CD Submittal  
February 22, 2023  
101419 - 2

3. Other Design Load: As indicated on Drawings
- B. Thermal Movements: For exterior fabricated channel dimensional characters, allow for thermal movements from ambient and surface temperature changes.
  1. Temperature Change: 120 deg F, ambient; 180 deg F, material surfaces.
- C. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.

## 2.2 DIMENSIONAL CHARACTERS

- A. Cast Characters – building number. Characters with uniform faces, sharp corners, and precisely formed lines and profiles, and as follows:
  1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:
    - a. Gemini Incorporated.
    - b. Metal Arts.
    - c. Or Equal
  2. Character Material: Sheet Metal Box or Cast Aluminum.
  3. Character Height: As indicated on Drawings.
  4. Thickness: Manufacturer's standard for size of character.
  5. Finishes:
    - a. Metal Finish: Paint
    - b. Integral Aluminum Finish: Dark gray anodized.
    - c. Overcoat: Manufacturer's standard baked-on clear coating.
  6. Mounting: As indicated on Drawings with Concealed studs.
  7. Typeface: As selected by Architect from Manufacturer's standard typeface.

## 2.3 DIMENSIONAL CHARACTER MATERIALS

- A. Brass Castings: ASTM B584, alloy recommended by manufacturer and finisher for finish indicated.
- B. Bronze Castings: ASTM B584, lead-free alloy recommended by manufacturer and finisher for finish indicated or Alloy UNS No. C86500 (No. 1 manganese bronze).
- C. Paints and Coatings for Sheet Materials: Inks, dyes, and paints that are recommended by

manufacturer for optimum adherence to surface and are UV and water resistant for colors and exposure indicated.

## 2.4 ACCESSORIES

- A. Fasteners and Anchors: Manufacturer's standard as required for secure anchorage of signs, noncorrosive and compatible with each material joined, and complying with the following:
  - 1. Use concealed fasteners and anchors unless indicated to be exposed.
  - 2. Sign Mounting Fasteners:
    - a. Concealed Studs: Concealed (blind), threaded studs welded or brazed to back of sign material, screwed into back of sign assembly, or screwed into tapped lugs cast integrally into back of cast sign material, unless otherwise indicated.
- B. Adhesive: As recommended by sign manufacturer.
  - 1. Adhesives shall have a VOC content of 70 g/L or less.
  - 2. Adhesive shall comply with the testing and product requirements of the California Department of Public Health's "Standard Method for the Testing and Evaluation of Volatile Organic Chemical Emissions from Indoor Sources Using Environmental Chambers."
- C. Bituminous Paint: Cold-applied asphalt emulsion complying with ASTM D1187/D1187M.

## 2.5 FABRICATION

- A. General: Provide manufacturer's standard sign assemblies according to requirements indicated.
  - 1. Preassemble signs and assemblies in the shop to greatest extent possible. Disassemble signs and assemblies only as necessary for shipping and handling limitations. Clearly mark units for reassembly and installation; apply markings in locations concealed from view after final assembly.
  - 2. Mill joints to a tight, hairline fit. Form assemblies and joints exposed to weather to resist water penetration and retention.
  - 3. Comply with AWS for recommended practices in welding and brazing. Provide welds and brazes behind finished surfaces without distorting or discoloring exposed side. Clean exposed welded and brazed connections of flux, and dress exposed and contact surfaces.
  - 4. Conceal connections if possible; otherwise, locate connections where they are inconspicuous.
  - 5. Internally brace dimensional characters for stability, to meet structural performance loading without oil-canning or other surface deformation, and for securing fasteners.

6. Provide rabbets, lugs, and tabs necessary to assemble components and to attach to existing work. Drill and tap for required fasteners. Use concealed fasteners where possible; use exposed fasteners that match sign finish.
7. Castings: Fabricate castings free of warp, cracks, blowholes, pits, scale, sand holes, and other defects that impair appearance or strength. Grind, wire brush, sandblast, and buff castings to remove seams, gate marks, casting flash, and other casting marks before finishing.

## 2.6 GENERAL FINISH REQUIREMENTS

- A. Protect mechanical finishes on exposed surfaces from damage by applying a strippable, temporary protective covering before shipping.
- B. Appearance of Finished Work: Noticeable variations in same piece are not acceptable. Variations in appearance of adjoining components are acceptable if they are within the range of approved Samples and are assembled or installed to minimize contrast.
- C. Directional Finishes: Run grain with long dimension of each piece and perpendicular to long dimension of finished trim or border surface unless otherwise indicated.
- D. Organic, Anodic, and Chemically Produced Finishes: Apply to formed metal after fabrication but before applying contrasting polished finishes on raised features unless otherwise indicated.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance.
- B. Verify that sign-support surfaces are within tolerances to accommodate signs without gaps or irregularities between backs of signs and support surfaces unless otherwise indicated.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

### 3.2 INSTALLATION

- A. General: Install signs using mounting methods indicated and according to manufacturer's written instructions.
  1. Install signs level, plumb, true to line, and at locations and heights indicated, with sign surfaces free of distortion and other defects in appearance.

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2. Before installation, verify that sign surfaces are clean and free of materials or debris that would impair installation.
3. Corrosion Protection: Coat concealed surfaces of exterior aluminum in contact with grout, concrete, masonry, wood, or dissimilar metals, with a heavy coat of bituminous paint.

B. Mounting Methods:

1. Concealed Studs: Using a template, drill holes in substrate aligning with studs on back of sign. Remove loose debris from hole and substrate surface.
  - a. Thin or Hollow Surfaces: Place sign in position and flush to surface, install washers and nuts on studs projecting through opposite side of surface, and tighten.

### 3.3 ADJUSTING AND CLEANING

- A. Remove and replace damaged or deformed characters and signs that do not comply with specified requirements. Replace characters with damaged or deteriorated finishes or components that cannot be successfully repaired by finish touchup or similar minor repair procedures.
- B. Remove temporary protective coverings and strippable films as signs are installed.
- C. On completion of installation, clean exposed surfaces of signs according to manufacturer's written instructions, and touch up minor nicks and abrasions in finish. Maintain signs in a clean condition during construction and protect from damage until acceptance by Owner.

END OF SECTION 101419

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## SECTION 102800 - TOILET, BATH, AND LAUNDRY ACCESSORIES

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. Section Includes:
  - 1. Public-use washroom accessories.
  - 2. Public-use shower room accessories.
  - 3. Underlavatory guards.
  - 4. Custodial accessories.

#### 1.3 COORDINATION

- A. Coordinate accessory locations with other work to prevent interference with clearances required for access by people with disabilities, and for proper installation, adjustment, operation, cleaning, and servicing of accessories.
- B. Deliver inserts and anchoring devices set into concrete or masonry as required to prevent delaying the Work.

#### 1.4 ACTION SUBMITTALS

- A. Product Data: For each type of product.
  - 1. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes.
  - 2. Include anchoring and mounting requirements, including requirements for cutouts in other work and substrate preparation.
  - 3. Include electrical characteristics.
- B. Samples: Full size, for each exposed product and for each finish specified.
  - 1. Approved full-size Samples will be returned and may be used in the Work.

C. Product Schedule: Indicating types, quantities, sizes, and installation locations by room of each accessory required.

1. Identify locations using room designations indicated.
2. Identify accessories using designations indicated.

#### 1.5 INFORMATIONAL SUBMITTALS

A. Sample Warranty: For manufacturer's special warranty.

#### 1.6 CLOSEOUT SUBMITTALS

A. Maintenance Data: For accessories to include in maintenance manuals.

#### 1.7 WARRANTY

A. Manufacturer's Special Warranty for Mirrors: Manufacturer agrees to repair or replace mirrors that fail in materials or workmanship within specified warranty period.

1. Failures include, but are not limited to, visible silver spoilage defects.
2. Warranty Period: 15 years from date of Substantial Completion.

### PART 2 - PRODUCTS

#### 2.1 CONTRACTOR-FURNISHED MATERIALS

A. Contractor-Furnished Materials:

1. Roll Towel/Waste Receptacle: Georgia Pacific GP59491 waste receptacle and GP59466 touchless paper towel dispenser or Approved Equal.
2. Soap Dispensers.
3. Sanitizer Dispensers.

#### 2.2 PUBLIC-USE WASHROOM ACCESSORIES

A. Source Limitations: Obtain public-use washroom accessories from single source from single manufacturer.

B. Combination Toilet Tissue Dispenser:

1. Manufacturers: Subject to compliance with requirements, provide products by the following:
  - a. Bobrick Washroom Equipment, Inc.; Bobrick B-3479 or Approved Equal.

2. Description: Combination unit with double-roll toilet tissue dispenser and the following:
  - a. Seat-cover dispenser with minimum capacity of 1000 single or half-fold seat covers.
3. Mounting: Surface mounted.
4. Toilet Tissue Dispenser Capacity: 4-1/2- or 5-inch- diameter tissue rolls.
5. Toilet Tissue Dispenser Operation: Noncontrol delivery with theft-resistant spindles.
6. Material and Finish: Stainless steel, No. 4 finish (satin).
7. Lockset: Tumbler type.

C. Combination Toilet Tissue Dispenser:

1. Manufacturers: Subject to compliance with requirements, provide products by the following:
  - a. Bobrick Washroom Equipment, Inc.; Bobrick B-3474 or Approved Equal.
2. Description: Combination unit with double-roll toilet tissue dispenser and the following:
  - a. Seat-cover dispenser with minimum capacity of 1000 single or half-fold seat covers.
3. Mounting: Recessed.
4. Toilet Tissue Dispenser Capacity: 4-1/2- or 5-inch- diameter tissue rolls.
5. Toilet Tissue Dispenser Operation: Noncontrol delivery with theft-resistant spindles.
6. Material and Finish: Stainless steel, No. 4 finish (satin).
7. Lockset: Tumbler type.

D. Combination Toilet Tissue Dispenser:

1. Manufacturers: Subject to compliance with requirements, provide products by the following:
  - a. Bobrick Washroom Equipment, Inc.; Bobrick B-357 or Approved Equal.
2. Description: Combination unit with double-roll toilet tissue dispenser and the following:
  - a. Removable sanitary-napkin waste receptacle with self-closing, disposal-opening cover.
  - b. Seat-cover dispenser with minimum capacity of 1000 single or half-fold seat covers.
3. Mounting: Partition mounted, dual access with two tissue rolls per compartment.
4. Toilet Tissue Dispenser Capacity: 4-1/2- or 5-inch- diameter tissue rolls.
5. Toilet Tissue Dispenser Operation: Noncontrol delivery with theft-resistant spindles.
6. Material and Finish: Stainless steel, No. 4 finish (satin).
7. Lockset: Tumbler type.

E. Combination Toilet Tissue Dispenser:

1. Manufacturers: Subject to compliance with requirements, provide products by the following:
  - a. Bobrick Washroom Equipment, Inc.; Bobrick B-3574 or Approved Equal.
2. Description: Combination unit with double-roll toilet tissue dispenser and the following:
  - a. Removable sanitary-napkin waste receptacle with self-closing, disposal-opening cover.
  - b. Seat-cover dispenser with minimum capacity of 1000 single or half-fold seat covers.
3. Mounting: Recessed.
4. Toilet Tissue Dispenser Capacity: 4-1/2- or 5-inch- diameter tissue rolls.
5. Toilet Tissue Dispenser Operation: Noncontrol delivery with theft-resistant spindles.
6. Material and Finish: Stainless steel, No. 4 finish (satin).
7. Lockset: Tumbler type.

F. Combination Toilet Tissue Dispenser:

1. Manufacturers: Subject to compliance with requirements, provide products by the following:
  - a. Bobrick Washroom Equipment, Inc.; Bobrick B-3579 or Approved Equal.
2. Description: Combination unit with double-roll toilet tissue dispenser and the following:
  - a. Removable sanitary-napkin waste receptacle with self-closing, disposal-opening cover.
  - b. Seat-cover dispenser with minimum capacity of 1000 single or half-fold seat covers.
3. Mounting: Surface mounted.
4. Toilet Tissue Dispenser Capacity: 4-1/2- or 5-inch- diameter tissue rolls.
5. Toilet Tissue Dispenser Operation: Noncontrol delivery with theft-resistant spindles.
6. Material and Finish: Stainless steel, No. 4 finish (satin).
7. Lockset: Tumbler type.

G. Toilet Tissue Dispenser:

1. Manufacturers: Subject to compliance with requirements, provide products by the following:
  - a. Bobrick Washroom Equipment, Inc.; Bobrick B-3888 or Approved Equal.
2. Description: Multi-roll toilet paper dispenser.
3. Mounting: Recessed.
4. Capacity: Two 5-1/4-inch- diameter rolls.
5. Material and Finish: Stainless steel, No. 4 finish (satin).
6. Lockset: Tumbler type.

7. Operation: Top rolled automatically drops in place when bottom roll is depleted.

H. Grab Bar:

1. Manufacturers: Subject to compliance with requirements, provide products by the following:
  - a. Bobrick Washroom Equipment, Inc.; Bobrick B-6806 Series or Approved Equal.
2. Mounting: Flanges with concealed fasteners.
3. Material: Stainless steel, 0.05 inch thick.
  - a. Finish: Smooth, No. 4 finish (satin) on ends and slip-resistant texture in grip area.
4. Outside Diameter: 1-1/2 inches.
5. Configuration and Length: Straight, 36 inches long and straight, 48 inches long.

I. Vendor:

1. Manufacturers: Subject to compliance with requirements, provide products by the following:
  - a. Bobrick Washroom Equipment, Inc.; Bobrick B-3706 Series or Approved Equal.
2. Type: Sanitary napkin and tampon.
3. Mounting: Semirecessed.
4. Capacity: 20 sanitary napkins and 30 tampons.
5. Operation: Two coin (50 cents).
6. Exposed Material and Finish: Stainless steel, No. 4 finish (satin).
7. Lockset: Tumbler type with separate lock and key for coin box.

J. Seat-Cover Dispenser:

1. Manufacturers: Subject to compliance with requirements, provide products by the following:
  - a. Bobrick Washroom Equipment, Inc.; Bobrick B-221 or Approved Equal.
2. Mounting: Surface mounted.
3. Minimum Capacity: 250 seat covers.
4. Exposed Material and Finish: Stainless steel, No. 4 finish (satin).
5. Lockset: Tumbler type.

K. Waste Receptacle:

1. Manufacturers: Subject to compliance with requirements, provide products by the following:
  - a. Bobrick Washroom Equipment, Inc.; Bobrick B-3644 or Approved Equal.
2. Mounting: Open top, recessed.

3. Minimum Capacity: 12 gal.
4. Material and Finish: Stainless steel, No. 4 finish (satin).
5. Liner: LineMate.
6. Lockset: Tumbler type for waste receptacle.

L. Shelf:

1. Manufacturers: Subject to compliance with requirements, provide products by the following:
  - a. Bobrick Washroom Equipment, Inc or Approved Equal.
2. Description: Hinged unit with spring-loaded shelf that automatically returns to vertical position.
3. Nominal Size: 18 inches long by 8 inches wide.
4. Material and Finish: Stainless steel, No. 4 finish (satin).

M. Mirror Unit in Single Occupant Toilet Room:

1. Manufacturers: Subject to compliance with requirements, provide products by the following:
  - a. Bobrick Washroom Equipment, Inc.; Bobrick B-165 Series Channel-Frame Mirror or Approved Equal.
2. Frame: Stainless-steel channel.
  - a. Corners: Manufacturer's standard.
3. Hangers: Produce rigid, tamper- and theft-resistant installation, using method indicated below.
  - a. One-piece, galvanized-steel, wall-hanger device with spring-action locking mechanism to hold mirror unit in position with no exposed screws or bolts.
4. Size: As indicated on Drawings.

## 2.3 PUBLIC-USE SHOWER ROOM ACCESSORIES

A. Source Limitations: Obtain public-use shower room accessories from single source from single manufacturer.

B. Shower Curtain Rod:

1. Manufacturers: Subject to compliance with requirements, provide products by the following:
  - a. Bobrick Washroom Equipment, Inc.; B-6047 Extra-Heavy Duty Shower Curtain Rod or Approved Equal.
2. Description: 1-1/4-inch OD; fabricated from nominal 0.05-inch- thick stainless steel.

- Length as indicated
3. Mounting Flanges: Stainless-steel flanges designed for exposed fasteners.
  4. Finish: Stainless steel, No. 4 finish (satin).

C. Shower Curtain:

1. Manufacturers: Subject to compliance with requirements, provide products by the following:
  - a. Bobrick Washroom Equipment, Inc or Approved Equal.
2. Size: Minimum 6 inches and 12 inches (at accessible shower) wider than opening by 72 inches high.
3. Material: Vinyl, minimum 0.006 inch thick, opaque, matte.
4. Color: White.
5. Grommets: Corrosion resistant at minimum 6 inches o.c. through top hem.
6. Shower Curtain Hooks: Chrome-plated or stainless-steel, spring wire curtain hooks with snap fasteners, sized to accommodate specified curtain rod. Provide one hook per curtain grommet.

D. Folding Shower Seat:

1. Manufacturers: Subject to compliance with requirements, provide products by the following:
  - a. Bobrick Washroom Equipment, Inc.; B-5181 Solid Phenolic Reversible Shower Seat or Approved Equal.
2. Configuration: L-shaped seat, designed for wheelchair access.
3. Seat: Phenolic or polymeric composite of slat-type or one-piece construction in color as selected by Architect.
4. Mounting Mechanism: Stainless steel, No. 4 finish (satin).
5. Dimensions: As indicated.

E. Grab Bar:

1. Manufacturers: Subject to compliance with requirements, provide products by the following:
  - a. Bobrick Washroom Equipment, Inc.; Bobrick B-6806 Series or Approved Equal.
2. Mounting: Flanges with concealed fasteners.
3. Material: Stainless steel, 0.05 inch thick.
  - a. Finish: Smooth, No. 4 finish (satin) on ends and slip-resistant texture in grip area.
4. Outside Diameter: 1-1/2 inches.
5. Configuration and Length: As indicated on drawings.

F. Soap Dish:

1. Manufacturers: Subject to compliance with requirements, provide products by the following:
  - a. Bobrick Washroom Equipment, Inc.; B-4308 Recessed Heavy-Duty Soap Dish or approved Equal.
2. Description: Without washcloth bar.
3. Mounting: Recessed.
4. Material and Finish: Stainless steel, No. 4 finish (satin).

G. Robe Hook:

1. Manufacturers: Subject to compliance with requirements, provide products by the following:
  - a. Bobrick Washroom Equipment, Inc.; B-76727 Surface-Mounted Double Robe Hook or Approved Equal.
2. Description: Double-prong unit.
3. Material and Finish: Stainless steel, No. 4 finish (satin).

H. Towel Bar:

1. Manufacturers: Subject to compliance with requirements, provide products by the following:
  - a. Bobrick Washroom Equipment, Inc.; B-674 Surface-Mounted Towel Bar or Approved Equal.
2. Description: 3/4-inch- round tube with circular end brackets.
3. Mounting: Flanges with exposed fasteners.
4. Length: 18 inches.
5. Material and Finish: Stainless steel, No. 7 finish (polished).

I. Locker Room Shelf:

1. Manufacturers: Subject to compliance with requirements, provide products by the following:
  - a. Bobrick Washroom Equipment, Inc.; Bobrick B-298 or Approved Equal.
2. Description: With exposed edges turned down not less than 1/2 inch and supported by two triangular brackets welded to shelf underside.
3. Size: 24 inches long by 8 inches deep.
4. Material and Finish: Not less than nominal 0.05-inch- thick stainless steel, No. 4 finish (satin).

J. Locker Room Clothes Rod:

1. Manufacturers: Subject to compliance with requirements, provide products by the following:



- a. Bobrick Washroom Equipment, Inc.; B-207 Extra-Heavy Duty Shower Curtain Rod with concealed mounting.
2. Description: 1 inch OD; fabricated from nominal 0.05-inch- thick stainless steel. Length as indicated
3. Mounting Flanges: Stainless-steel flanges designed for exposed fasteners.
4. Finish: Stainless steel, No. 4 finish (satin).

#### 2.4 UNDERLAVATORY GUARDS

##### A. Underlavatory Guard:

1. Manufacturers: Subject to compliance with requirements, provide products by the following:
  - a. Plumberex Specialty Products, Inc or Approved Equal.
2. Description: Insulating pipe covering for supply and drain piping assemblies that prevents direct contact with and burns from piping; allow service access without removing coverings.
3. Material and Finish: Antimicrobial, molded plastic, white.

#### 2.5 CUSTODIAL ACCESSORIES

##### A. Source Limitations: Obtain custodial accessories from single source from single manufacturer.

##### B. Mop and Broom Holder:

1. Manufacturers: Subject to compliance with requirements, provide products by the following:
  - a. Bobrick Washroom Equipment, Inc.; Bobrick B-223 or Approved Equal.
2. Description: Unit with shelf, hooks, holders, and rod suspended beneath shelf.
3. Length: 36 inches.
4. Hooks: Four.
5. Mop/Broom Holders: Three, spring-loaded, rubber hat, cam type.
6. Material and Finish: Stainless steel, No. 4 finish (satin).
  - a. Shelf: Not less than nominal 0.05-inch- thick stainless steel.
  - b. Rod: Approximately 1/4-inch- diameter stainless steel.

#### 2.6 MATERIALS

- A. Stainless Steel: ASTM A 666, Type 304, 0.031-inch minimum nominal thickness unless otherwise indicated.
- B. Brass: ASTM B 19, flat products; ASTM B 16/B 16M, rods, shapes, forgings, and flat products with finished edges; or ASTM B 30, castings.

- C. Steel Sheet: ASTM A 1008/A 1008M, Designation CS (cold rolled, commercial steel), 0.036-inch minimum nominal thickness.
- D. Galvanized-Steel Sheet: ASTM A 653/A 653M, with G60 hot-dip zinc coating.
- E. Galvanized-Steel Mounting Devices: ASTM A 153/A 153M, hot-dip galvanized after fabrication.
- F. pFasteners: Screws, bolts, and other devices of same material as accessory unit and tamper-and-theft resistant where exposed, and of galvanized steel where concealed.
- G. Chrome Plating: ASTM B 456, Service Condition Number SC 2 (moderate service).
- H. Mirrors: ASTM C 1503, Mirror Glazing Quality, clear-glass mirrors, nominal 6.0 mm thick.

## 2.7 FABRICATION

- A. General: Fabricate units with tight seams and joints, and exposed edges rolled. Hang doors and access panels with full-length, continuous hinges. Equip units for concealed anchorage and with corrosion-resistant backing plates.
- B. Keys: Provide universal keys for internal access to accessories for servicing and resupplying. Provide minimum of six keys to Owner's representative.

## PART 3 - EXECUTION

### 3.1 INSTALLATION

- A. Install accessories according to manufacturers' written instructions, using fasteners appropriate to substrate indicated and recommended by unit manufacturer. Install units level, plumb, and firmly anchored in locations and at heights indicated.
- B. Grab Bars: Install to withstand a downward load of at least 250 lbf, when tested according to ASTM F 446.

### 3.2 ADJUSTING AND CLEANING

- A. Adjust accessories for unencumbered, smooth operation. Replace damaged or defective items.
- B. Remove temporary labels and protective coatings.
- C. Clean and polish exposed surfaces according to manufacturer's written instructions.

END OF SECTION 102800

## SECTION 321815 – SYNTHETIC LAWN

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Furnish all labor, materials, tools and equipment necessary to install monofilament/slit film artificial grass as indicated on the plans and as specified herein; including components and accessories required for a complete installation. Including, but not limited to:
  - 1. Acceptance of prepared sub-base.
  - 2. Coordination with related trades to ensure a complete, integrated, and timely installation: Aggregate base course, sub-base material (tested for permeability), grading and compacting, piping and drain components (when required); as provided under its respective trade section.

#### 1.2 REFERENCE STANDARDS

- A. FM Factory Mutual
  - 1. P7825 - Approval Guide; Factory Mutual Research Corporation; current edition

#### 1.3 SUBMITTALS

- A. Submittals Procedures. Submit for approval prior to fabrication.
- B. Shop Drawings:
  - 1. Contractor shall field verify all measurements and submit full field layout as dimensioned drawings. Indicate field layout; field marking plan and details for the specified sports; i.e., Football; roll/seaming layout; edge details, methods of attachment, backstop details, method of cutting, field openings and perimeter conditions, and any detail that deviates from the Drawings.
  - 2. Show installation methods and construction indicating field verified conditions, clearances, measurements, terminations, drainage.
  - 3. Provide joint submission with related trades when requested by Architect.
- C. Product Data:

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1. Submit manufacturer's catalog cuts, material safety data sheets (MSDS), brochures, specifications; preparation and installation instructions and recommendations; storage, handling requirements and recommendations.
  2. Submit fiber manufacturer's name, type of fiber and composition of fiber.
  3. Submit data in sufficient detail to indicate compliance with the contract documents.
  4. Submit manufacturer's instructions for installation.
  5. Submit manufacturer's instructions for maintenance for the proper care and preventative maintenance of the synthetic turf system, including painting and markings.
  6. Submit rag color selection.
  7. Submit subbase acceptance by the manufacturer's representative.
- D. Samples: Submit samples, one 12"x12" sample filled and one 12"x12" sample unfilled, illustrating details of finished product in amounts as required by General Requirements, or as requested by Landscape Architect.
- E. Product Certification:
1. Submit manufacturer's certification that products and materials comply with requirements of the specifications.
  2. Submit test results indicating compliance with Reference Standards.
- F. Project Record Documents: Record actual locations of seams, drains and other pertinent information in accordance with Division 1 Specifications Series, General Requirements.
- G. List of existing installations: Submit list including respective Owner's representative and telephone number.
- H. Warranties: Submit warranty and ensure that forms have been completed in Owner's name and registered with approved manufacturer.
- I. Testing data to the Owner to substantiate that the finished field meets the required shock attenuation, as per ASTM F1936.
- J. Periodic Inspections Report according to Manufacturer's Representative.
- K. Testing Certification: Submit certified copies of independent (third-party) laboratory reports on ASTM testing:
1. Pile Height, Face Weight & Total Fabric Weight, ASTM D5848.

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2. Primary & Secondary Backing Weights, ASTM D5848.
3. Tuft Bind, ASTM D1335.
4. Grab Tear Strength, ASTM D1682 or D5034.
5. Shock Attenuation, ASTM F1936.
6. Water Permeability, ASTM D4491

#### 1.4 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Company specializing in manufacturing products specified in this section. The turf contractor and/or the turf manufacturer:
1. Shall be experienced in the manufacture and installation of specified type of hybrid synthetic grass system . This includes a hybrid fiber, backing, the backing coating, and the installation method.
  2. The manufacturer must have ISO 9001, ISO 14001 and OHSAS 18001 certifications demonstrating its manufacturing efficiency with regards to quality, environment and safety management systems.
  3. Turf manufacturer must have installed organic/natural infilled fields that have only sand and natural/organic materials as the sole infill components that do not require irrigation to maintain its integrity and cooling properties.

- B. Installer: Company shall specialize in performing the work of this section. The Contractor shall provide competent workmen skilled in this specific type of synthetic grass installation.
  - 1. The designated Supervisory Personnel on the project shall be certified, in writing by the turf manufacturer, as competent in the installation of hybrid material, including sewing seams and proper installation of the infill mixture.
  - 2. Installer shall be certified and licensed by the manufacturer.
  - 3. The installer supervisor shall have as either a construction manager or a supervisor of synthetic turf installations.
- C. Pre-Installation Conference: Conduct conference at project site at time to be determined by Architect. Review methods and procedures related to installation including, but not limited to, the following:
  - 1. Inspect and discuss existing conditions and preparatory work performed under other contracts.
  - 2. In addition to the Contractor and the installer, arrange for the attendance of installers affected by the Work, The Owner's representative, and the Architect.
- D. The Contractor shall verify special conditions required for the installation of the system.
- E. The Contractor shall notify the Architect of any discrepancies.

#### 1.5 DELIVERY, STORAGE, AND HANDLING

- A. Prevent contact with materials that may cause dysfunction.
- B. Deliver and store components with labels intact and legible.
- C. Store materials/components in a safe place, under cover, and elevated above grade.
- D. Protect from damage during delivery, storage, handling and installation. Protect from damage by other trades.
- E. Inspect all delivered materials and products to ensure they are undamaged and in good condition.

- F. Comply with manufacturer’s recommendations.

1.6 SEQUENCING AND SCHEDULING

- A. Coordinate the Work with installation of work of related trades as the Work proceeds.
- B. Sequence the Work in order to prevent deterioration of installed system.

1.7 WARRANTY AND GUARANTEE

- A. The Contractor shall provide a warranty to the Owner that covers defects in materials and workmanship of the turf for a period of ten (10) years from the date of substantial completion. The turf manufacturer must verify that their representative has inspected the installation and that the work conforms to the manufacturer's requirements. The manufacturer's warranty shall include general wear and damage caused from UV degradation. The warranty shall specifically exclude vandalism, and acts of God beyond the control of the Owner or the manufacturer.

The warranty shall be fully third party insured; prepaid for the entire 10-year term and be non-prorated. The Contractor shall provide a warranty to the Owner that covers defects in the installation workmanship, and further warrant that the installation was done in accordance with both the manufacturer's recommendations and any written directives of the manufacturer's representative. Prior to final payment for the synthetic turf, the Contractor shall submit to owner notification in writing that the field is officially added to the annual policy coverage, guaranteeing the warranty to the Owner. The insurance policy must be underwritten by an “AM Best” A rated carrier and must reflect the following values:

1. Pre-Paid 10-year insured warranty.
2. Insured Warranty Coverage must be provided in the form of 1 single policy.
3. Maximum per claim coverage amount of \$32,000,000.
4. Minimum of thirty-two million dollar (\$32,000,000) annual aggregate
5. Must cover full 100% replacement value of total square footage installed, minimum of \$7.00 per sq ft. (in case of complete product failure, which will include removal and disposal of the existing surface)
6. Policies that include self-insurance or self-retention clauses shall not be considered.
7. Policy cannot include any form of deductible amount.

8. Sample policy must be provided at time of bid to prove that policy is in force. A letter from an agent or a sample Certificate of Insurance will not be acceptable.

B. The artificial grass system must maintain a G-max of less than 200 for the life of the Warranty as per ASTM F1936.

#### 1.8 MAINTENANCE SERVICE

A. Contractor shall train the Owner's facility maintenance staff in the use of the turf manufacturer's recommended maintenance equipment.

B. Manufacturer must provide maintenance guidelines to the facility maintenance staff specific to organic infilled fields.

C. Manufacturer shall have local or regional representation capable of performing repairs and providing maintenance advice in a timely manner.

### PART 2 - PRODUCTS

#### 2.1 ACCEPTABLE MANUFACTURER

A. Approved, Owner Furnished / Owner Installed manufacturer is:

1. FieldTurf USA Inc. 175 N. Industrial Blvd Calhoun, GA 30701 P: 760-310-2139 or Approved Equal

Model: FieldTurf Vertex Prime-2-PureFill or Approved Equal

#### 2.2 MATERIALS AND PRODUCTS

A. Artificial grass system materials shall consist of the following:

1. Carpet made of hybrid polyethylene fibers tufted into a fibrous, non-perforated, porous backing. Both monofilament and slit-film fibers must be tufted into each individual stitch in the turf carpet. Alternating tufting row patterns of each yarn type is unacceptable.

2. Infill: Controlled mixture of graded sand and granulated cork that partially covers the carpet.

3. Glue, thread, paint, seaming fabric and other materials used to install and mark the artificial grass system.

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B. The installed artificial grass system shall have the following properties:

Standard	Property	Specification
	Yarn Structure - A	Slit-Film
ASTM D1577	Fiber Denier	5,000
ASTM D1577	Yarn Structure - B	Monofilament
ASTM D1577	Fiber Denier	14,500
ASTM D5823, D418	Pile Height	2"
ASTM D5793	Stitch Gauge	3/4"
ASTM D5848	Pile Weight	39oz/square yard
ASTM D5848, D418	Primary Backing	7+oz/square yard
ASTM D5848, D418	Secondary Backing	14+oz/square yard
ASTM D5848	Total Weight	60+oz/square yard
ASTM D1335	Tuft Bind (Without Infill)	8+ lbs
ASTM D5034, D1682	Grab Tear (Width)	>200 lbs/force
ASTM D5034, D1682	Grab Tear (Length)	>200 lbs/force
ASTM D4491	Carpet Permeability	>40 inches/hour
ASTM F1936	Impact Attenuation (Gmax)	<200
	Sand Infill Component	4.5 lbs/square foot
	PureFill Cork	1.1 lbs/square foot
	VersaTile Shockpad	13mm

*\*Variation of +/- 5% on above listed properties is within normal manufacturing tolerances\**

C. Carpet shall consist of hybrid fibers tufted into a primary backing with a secondary backing.

D. Carpet Rolls shall be 15' wide rolls.

1. Rolls shall be long enough to go from field sideline to sideline.
2. Where the playing field is for football, the perimeter white line shall be tufted into the individual sideline rolls.

E. Backing:

1. Primary backing shall be a double-layered polypropylene fabric
2. Secondary backing shall consist of an application of porous, heat-activated urethane to permanently lock the fiber tufts in place.
3. Perforated (with punched holes), backed carpet are unacceptable.

F. Infill materials shall be approved by the manufacturer.

1. Infill shall consist of a resilient layered granular system, comprising selected and graded sand and granulated cork. Organic infill must be comprised of materials that do not require irrigation to be installed around the field.
  2. Artificial Grass products without silica sand and granulated cork as its sole infill components will not be acceptable.
  3. Granulated cork must have a bulk density of 0.25 g/cm<sup>3</sup> +/- 15%
- G. Non-tufted or inlaid lines and markings shall be painted with paint approved by the synthetic turf manufacturer.
- H. Versatile shock and drainage tile system shall be made with recycled turf components and thermoelastomers
- I. 42” by 24” versatile sections shall be joined together with a hinge and rod system to allow for the tiles to be unfolded as rolls during the installation process
- J. Versatile shock and drainage tile system shall have a thickness height of 0.5”
- K. Versatile shock and drainage tile system rolls shall be seamed together using manufacturer’s recommended seaming tape
- L. Versatile shock and drainage tile system shall feature a minimum of 80% free draining void area
- M. Versatile shock and drainage tile system must be manufactured in North America
- N. Versatile shock and drainage tile system must have been installed on at least 1 FIFA quality pro certified system in North America and on at least 50 fields, with each field being 60,000 square feet or more
- O. Manufacturer’s approved liner must be installed between the stone base and the versatile shock and drainage system
- P. Glue and seaming fabric for inlaying lines and markings shall be as recommended by the synthetic turf manufacturer.

### 2.3 QUALITY CONTROL IN MANUFACTURING

- A. The manufacturer shall own and operate its own manufacturing plant in North America. Both tufting of the field fibers into the backing materials and coating of the turf system must be done in-house by the turf manufacturer. Outsourcing of either is unacceptable.

- B. The manufacturer shall have full-time certified in-house inspectors at their manufacturing plant that are experts with industry standards.
- C. The manufacturer’s full-time in-house certified inspectors shall perform pre-tufting fiber testing on tensile strength, elongation, tenacity, denier, shrinkage, and twist i.e., turns per inch, upon receipt of fiber spools from fiber manufacturer.
- D. Primary backing shall be inspected by the manufacturer’s full-time certified in-house inspectors before tufting begins.
- E. The manufacturer’s full-time in-house certified inspectors shall verify “pick count”, yarn density in relation to the backing, to ensure the accurate amount of face yarn per square inch.
- F. The manufacturer’s full-time, in-house, certified inspectors shall perform turf inspections at all levels of production including during the tufting process and at the final stages before the turf is loaded onto the truck for delivery.
- G. The manufacturer shall have its own, in-house laboratory where samples of turf are retained and analyzed, based on standard industry tests, performed by full-time, in- house, certified inspectors.
- H. The manufacturer must have ISO 9001, ISO 14001 and OHSAS 18001 certifications demonstrating its manufacturing efficiency with regards to quality, environment and safety management systems.

#### 2.4 QUALITY CONTROL IN FIBER MANUFACTURING

- A. Synthetic turf fiber must perform in a uniform manner or manufacturer quality control issues in the extrusion processes will be suspected. Linear Low Density Polyethylene Polymer ("LLDPE") and batch additives obtained from a reputable manufacturer are required to manufacture superior quality hybrid yarn. The master batch formula must include a UV stabilizer package added to its polymer base.
- B. The LLDPE used to make the artificial grass fiber needs to be a "C6" LLDPE which contains 6 carbon atoms and 12 hydrogen atoms; A C6-based LLDPE produces strong and resilient artificial grass fibers over prolonged periods and thus should provide the basis for long term performance of the system.
- C. Adequate UV protection is essential to the long-term durability of any artificial grass fiber. Typically, stabilizer packages for polyethylene fibers have three components that protect the fibers from degradation: (1) primary antioxidants; (2) secondary antioxidants; and (3) UV stabilizers (i.e., hindered amine light stabilizers ("HALS")). HALS are a particularly important aspect of the stabilizer package. A typical HALS concentration is 10,000 ppm. More developed HALS molecules are methyl stabilized to prevent from degradation.

- D. The fiber must contain both a short-term and a long-term active ingredient for protection during the extrusion process and when installed in the field. The pigments used in the fiber must be UV stable and heavy metal free.
- E. Artificial turf fiber proposed for the field(s) must have successfully undergone a Lisport wear test as part of Penn State University’s fiber wear testing program. This fiber must be exactly the same fiber that is being proposed for the field(s). Official Penn State test reports must be provided.

2.5 FIELD GROOMER & SWEEPER

- A. Supply field groomer as part of the work.
  - 1. Field Groomer shall include a towing attachment compatible with a field utility vehicle.
  - 2. Field Groomer shall be a GroomRight or Approved Equal
  - 3. Field Sweeper shall include a towing attachment compatible with a field utility vehicle.
  - 4. Field Sweeper shall be a FieldSweep or Approved Equal.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verify that all sub-base leveling is complete prior to installation.
- B. Contractor shall review and accept the existing conditions prior to bidding.
- C. Installer shall examine the surface to receive the synthetic turf and accept the sub-base planarity in writing prior to the beginning of installation.
  - 1. Acceptance is dependent upon the Owner’s test results indicating compaction and planarity are in compliance with manufacturer’s specifications.
  - 2. The surface shall be accepted by Installer as “clean” as installation commences and shall be maintained in that condition throughout the process.
- D. Compaction of the aggregate base shall be 95%, in accordance with ASTM D1557 (Modified Proctor procedure); and the surface tolerance shall not exceed 0-1/4 inch over 10 feet and 0-1/2" from design grade.
- E. Correct conditions detrimental to timely and proper completion of Work.

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- F. Contractor to verify the existing available utilities.
- G. Do not proceed until unsatisfactory conditions are corrected.
- H. Beginning of installation means acceptance of existing conditions.

### 3.2 PREPARATION

- A. Prior to the beginning of installation, inspect the sub-base for tolerance to grade.
- B. Sub-base acceptance shall be subject to receipt of test results (by others) for compaction and planarity that sub-base is in compliance with manufacturer's specifications and recommendations.
- C. Sub-base shall be inspected and accepted by the manufacturer's representative and a copy of the inspection report shall be send to the City of San Diego.
- D. Dimensions of the field and locations for markings shall be measured by a registered surveyor to verify conformity to the specifications and applicable standards. A record of the finished field as-built measurements shall be made.
- E. When requested by Architect, installed sub-base shall be tested for porosity prior to the installation of the hybrid turf. A sub base that drains poorly is an unacceptable substrate.

### 3.3 INSTALLATION - GENERAL

- A. The installation shall be performed in full compliance with approved Shop Drawings.
- B. Only trained technicians, skilled in the installation of athletic caliber synthetic turf systems working under the direct supervision of the approved installer supervisors, shall undertake any cutting, sewing, gluing, shearing, top-dressing or brushing operations.
- C. The designated Supervisory personnel on the project must be certified, in writing by the turf manufacturer, as competent in the installation of this material, including sewing seams and proper installation of the Infill mixture.
- D. Designs, markings, layouts, and materials shall conform to all currently applicable National Collegiate Athletic Association rules, NFHS rules, and/or other rules or standards that may apply to this type of synthetic grass installation. Designs, markings and layouts shall first be approved by the Architect or Owner in the form of final shop drawings. All markings will be in full compliance with final shop drawings.

### 3.4 INSTALLATION

- A. Install at location(s) indicated, to comply with final shop drawings, manufacturers’/installer’s instructions.
- B. The Contractor shall strictly adhere to specified procedures. Any variance from these requirements shall be provided in writing, by the manufacturer’s on-site representative, and submitted to the Architect and/or Owner, verifying that the changes do not in any way affect the Warranty. Infill materials shall be approved by the manufacturer and installed in accordance with the manufacturer’s standard procedures.
- C. Carpet rolls shall be installed directly over the properly prepared aggregate base / VersaTile. Extreme care shall be taken to avoid disturbing the aggregate base, both in regard to compaction and planarity.
  - 1. Repair and properly compact any disturbed areas of the aggregate base as recommended by manufacturer.
- D. Full width rolls shall be laid out across the field.
  - 1. Turf shall be of sufficient length to permit full cross-field installation from sideline to sideline.
  - 2. No cross seams will be allowed in the main playing area between the sidelines.
  - 3. Each roll shall be attached to the next roll utilizing standard state-of-the- art sewing procedures by the manufacturer warranted sewing method.
  - 4. When all of the rolls of the playing surface have been installed, the sideline areas shall be installed at right angles to the playing surface.
- E. Artificial turf panel seams shall be sewn along the selvedge edging flap of the turf roll. Seams secured by other means including gluing are unacceptable. Installation shall be 99% sewn.
  - 1. Minimum gluing will only be permitted to repair problem areas, corner completions, and to cut in any logos or inlaid lines as required by the specifications.
  - 2. Seams shall be flat, tight, and permanent with no separation or fraying.
  - 3. In the case of all lines and logos, turf carpet must be field fibers must be sheared to the backing (do not cut the backing) and adhered using hot melt adhesives.
- F. Infill Materials:

1. Infill materials shall be applied in numerous thin lifts. The turf shall be brushed as the mixture is applied. The infill material shall be installed to a depth determined by the manufacturer.
  2. Two-layered infill shall be installed in a systematic order.
  3. Infill materials shall be installed to fill the voids between the fibers and allow the fibers to remain vertical and non-directional. The Infill installation consists of a base layer of sand followed by a layer of granulated cork. Infill density shall consist of no more than
  4. 4.5 pounds of sand, 1.1 pounds of the specified granulated cork.
- G. Non-tufted or inlaid lines and markings shall be painted in accordance with turf and paint manufacturers' recommendations. Number of applications will be dependent upon installation and field conditions.
- H. Synthetic turf shall be attached to the perimeter edge detail in accordance with the manufacturer's standard procedures.
- I. Upon completion of installation, the finished field shall be inspected by the installation crew and an installation supervisor.

### 3.5 FIELD MARKINGS

- A. Field markings shall be installed in accordance with approved shop drawings. If football is designated as the primary sport, all five yard lines will be tufted-in.
- B. Balance of sports markings will be inlaid or painted in accordance with the Drawings.
- C. Center field logo shall be either painted or inlaid according to artwork indicated on Drawings and in accordance with manufacturer's standard palette of turf colors.
- D. End-zone letters and logos shall be either painted or inlaid according to artwork and fonts indicated on the Drawings, and in accordance with manufacturer's standard palette of turf colors.

### 3.6 ADJUSTMENT AND CLEANING

- A. Do not permit traffic over unprotected surface.
- B. Contractor shall provide the labor, supplies, and equipment as necessary for final cleaning of surfaces and installed items.
- C. All usable remnants of new material shall become the property of the Owner.

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- D. The Contractor shall keep the area clean throughout the project and clear of debris.
- E. Surfaces, recesses, enclosures, and related spaces shall be cleaned as necessary to leave the work area in a clean, immaculate condition ready for immediate occupancy and use by the Owner.

3.7 PROTECTION

- A. Protect installation throughout construction process until date of final completion.

**END OF SECTION 321815**

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# City of San Diego

CITY CONTACT: Rosa I. Riego, Senior Contract Specialist, Email: [RRiego@sandiego.gov](mailto:RRiego@sandiego.gov)  
Phone No. (619) 533-3426

## ADDENDUM B



## FOR

## OCEAN AIR CP COMFORT STATION AND PARK IMPROVEMENTS, AND CARMEL VALLEY CP – TURF UPGRADES AND PARK IMPROVEMENTS

BID NO.:	<u>K-23-2117-DBB-3</u>
SAP NO. (WBS/IO/CC):	<u>S-16031, S-16029</u>
CLIENT DEPARTMENT:	<u>1714</u>
COUNCIL DISTRICT:	<u>1</u>
PROJECT TYPE:	<u>GA</u>

### **BID DUE DATE:**

**2:00 PM**  
**MARCH 16, 2023**

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

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

**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. CERTIFICATIONS AND FORMS**

1. To Contractor Certification, **COVID-19 VACCINATION ORDINANCE** (form), page 142, **DELETE** in its entirety.

Rania Amen, Director  
Engineering & Capital Projects Department

Dated: *March 14, 2023*  
San Diego, California

RA/AP/na

# City of San Diego

CITY CONTACT: Rosa I. Riego, Senior Contract Specialist, Email: [RRiego@saniego.gov](mailto:RRiego@saniego.gov)  
Phone No. (619) 533-3426

## ADDENDUM C



## FOR

## OCEAN AIR CP COMFORT STATION AND PARK IMPROVEMENTS, AND CARMEL VALLEY CP – TURF UPGRADES AND PARK IMPROVEMENTS

BID NO.:	<u>K-23-2117-DBB-3</u>
SAP NO. (WBS/IO/CC):	<u>S-16031, S-16029</u>
CLIENT DEPARTMENT:	<u>1714</u>
COUNCIL DISTRICT:	<u>1</u>
PROJECT TYPE:	<u>GA</u>

### **BID DUE DATE:**

**2:00 PM**  
**APRIL 10, 2023**

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

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

**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.

THE SUBMITTAL DATE FOR THIS PROJECT HAS BEEN **EXTENDED AS STATED ON THE COVER PAGE.**

Rania Amen, Director  
Engineering & Capital Projects Department

Dated: *March 16, 2023*  
San Diego, California

RA/AP/na

# City of San Diego

CITY CONTACT: Rosa I. Riego, Senior Contract Specialist, Email: [RRiego@sandiego.gov](mailto:RRiego@sandiego.gov)  
Phone No. (619) 533-3426

## ADDENDUM D



## FOR

## OCEAN AIR CP COMFORT STATION AND PARK IMPROVEMENTS, AND CARMEL VALLEY CP – TURF UPGRADES AND PARK IMPROVEMENTS

BID NO.:	<u>K-23-2117-DBB-3</u>
SAP NO. (WBS/IO/CC):	<u>S-16031, S-16029</u>
CLIENT DEPARTMENT:	<u>1714</u>
COUNCIL DISTRICT:	<u>1</u>
PROJECT TYPE:	<u>GA</u>

### **BID DUE DATE:**

**2:00 PM**  
**APRIL 10, 2023**

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

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

**A. CHANGES TO CONTRACT DOCUMENTS**

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

**B. CLARIFICATIONS**

1. To the Cover Page, **DELETE** in its entirety and **SUBSTITUTE** with page 5, of this Addendum.

**C. REQUIRED DOCUMENTS SCHEDULE**

1. To Required Documents Schedule table, pages 4 through 5, **DELETE** in its entirety and **SUBSTITUTE** with the following:

<b><u>ITEM</u></b>	<b><u>DOCUMENT TO BE SUBMITTED</u></b>	<b><u>WHEN DUE</u></b>	<b><u>FROM</u></b>
1.	Bid Bond (PDF via PlanetBids)	At Time of Bid	ALL BIDDERS
2.	Contractors Certification of Pending Actions	At Time of Bid	ALL BIDDERS
3.	Mandatory Disclosure of Business Interests	At Time of Bid	ALL BIDDERS
4.	Debarment and Suspension Certification for Prime Contractors	At Time of Bid	ALL BIDDERS
5.	Debarment and Suspension Certification for Subcontractors, Suppliers & Mfgrs	At Time of Bid	ALL BIDDERS
6.	Bid Bond (Original)	By 5 PM 1 working day after bid opening	ALL BIDDERS

<b>ITEM</b>	<b>DOCUMENT TO BE SUBMITTED</b>	<b>WHEN DUE</b>	<b>FROM</b>
7.	SLBE Good Faith Effort Documentation	By 5 PM 3 working days after bid opening	ALL BIDDERS
8.	Form AA60 – List of Work Made Available	By 5 PM 3 working days after bid opening with Good Faith Effort (GFE) documentation	ALL BIDDERS
9.	Phased Funding Schedule Agreement	Within 10 working days of the Notice of Intent to Award	AWARDED BIDDER
10.	If the Contractor is a Joint Venture: <ul style="list-style-type: none"> <li>• Joint Venture Agreement</li> <li>• Joint Venture License</li> </ul>	Within 10 working days of receipt by bidder of contract forms	AWARDED BIDDER
11.	Payment & Performance Bond: Certificates of Insurance & Endorsements	Within 10 working days of receipt by bidder of contract forms and NOI	AWARDED BIDDER
12.	Signed Contract Agreement Page	Within 3 working days of receipt by bidder of Contract Agreement	AWARDED BIDDER
13.	Listing of “Other Than First Tier” Subcontractors	Within 10 working days of receipt by bidder of contract forms	AWARDED BIDDER

**D. NOTICE INVITING BIDS**

1. To page 8, **ADD** the following:
  - 11. PHASED FUNDING:** This contract may be subject to phased funding, for Conditions, see Attachment B.

**E. ATTACHMENTS**

1. To Attachment B, **RESERVED**, page 25, **DELETE** in its entirety and **SUBSTITUTE** with pages 6 through 9 of this Addendum.
2. To Attachment G, **CONTRACT AGREEMENT**, pages 137 through 138, **DELETE** in their entirety and **SUBSTITUTE** with pages 10 through 11 of this Addendum.

**F. SUPPLEMENTARY SPECIAL PROVISIONS**

1. To Attachment E, **SECTION 1 – GENERAL, TERMS, DEFINITIONS, ABBREVIATIONS, UNITS OF MEASURE, AND SYMBOLS**, page 52, **DELETE** in its entirety and **SUBSTITUTE** with the following:

**1-2. TERMS AND DEFINITIONS.** To the “WHITEBOOK”:

To item 47, “Holiday”, ADD the following:

<b>Holiday</b>	<b>Observed On</b>
Juneteenth	June 19

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

**Normal Working Hours** - Normal Working Hour core periods shall be **7:00 AM – 5:00 PM**, Monday through Friday, inclusive. Saturdays, Sundays, and City Holidays are excluded. Unless otherwise specified on the Traffic Control Permits.

Rania Amen, Director  
Engineering & Capital Projects Department

Dated: *March 20, 2023*  
San Diego, California

RA/AP/ED/na



# City of San Diego

CONTRACTOR'S NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
TELEPHONE NO.: \_\_\_\_\_ FAX NO.: \_\_\_\_\_  
CITY CONTACT: Rosa I. Riego, Senior Contract Specialist, Email: [RRiego@sandiego.gov](mailto:RRiego@sandiego.gov)  
Phone No. (619) 533-3426  
Z. Rummani / A. Parra / N. Alkuree

## BIDDING DOCUMENTS



## FOR

## OCEAN AIR CP COMFORT STATION AND PARK IMPROVEMENTS, AND CARMEL VALLEY CP – TURF UPGRADES AND PARK IMPROVEMENTS

BID NO.: \_\_\_\_\_ **K-23-2117-DBB-3**  
SAP NO. (WBS/IO/CC): \_\_\_\_\_ **S-16031, S-16029**  
CLIENT DEPARTMENT: \_\_\_\_\_ **1714**  
COUNCIL DISTRICT: \_\_\_\_\_ **1**  
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 CONTRACT MAY BE SUBJECT TO THE FOLLOWING:**

- PHASED-FUNDING

### **BID DUE DATE:**

**2:00 PM  
APRIL 10, 2023**

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

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

**ATTACHMENT B**  
**PHASED FUNDING PROVISIONS**

## PHASED FUNDING PROVISIONS

### 1. PRE-AWARD

- 1.1. Within 10 Working Days of the Notice of Intent to Award, the Contractor must contact the Project Manager to discuss fund availability for each phase and shall also submit the following:
  - 1.1.1. Construction Cost Loaded Schedule in accordance with 6-1, "CONSTRUCTION SCHEDULE AND COMMENCEMENT OF THE WORK" and 7-3, "PAYMENT.
- 1.2. Contractor's failure to perform any of the following may result cancelling the award of the Contract:
  - 1.2.1. Meeting with the City's Project Manager to discuss the Phased Funding Schedule.
  - 1.2.2. Agreeing to a Phased Funding Schedule within **thirty** days of meeting with the City's Project Manager.

### 2. POST-AWARD

- 2.1. Do not start any construction activities for the next phase until the Notice to Proceed (NTP) has been issued by the City. The City will issue a separate NTP for each phase.
- 2.2. The City may issue the NTP for a subsequent phase before the completion of the preceding phase.

## PHASED FUNDING SCHEDULE AGREEMENT

The particulars left blank below, such as the total number of phases and the amounts assigned to each phase, will be completed with funding specific information from the Pre-Award Schedule and Construction Cost Loaded Schedule submitted to and approved by the City.

**BID NUMBER:** \_\_\_\_\_

**CONTRACT OR TASK TITLE:** \_\_\_\_\_

**CONTRACTOR:** \_\_\_\_\_

Funding Phase	Phase Description	Phase Start	Phase Finish	Not-to-Exceed Amount
1				\$
2				\$
3				\$
<b>Contract Total</b>				<b>\$</b>

**Notes:**

- 1) WHITEBOOK section 7-3.10, "Phased Funding Compensation" applies.
- 2) The total of all funding phases shall be equal to the TOTAL BID PRICE as shown on BID SCHEDULE 1 - PRICES.
- 3) This PHASED FUNDING SCHEDULE AGREEMENT will be incorporated into the CONTRACT and shall only be revised by written modifications to the CONTRACT.

**CITY OF SAN DIEGO**

PRINT NAME: \_\_\_\_\_  
**Construction Senior Engineer**

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_  
**Design Senior Engineer**

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**CONTRACTOR**

PRINT NAME: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTACHMENT G  
CONTRACT AGREEMENT**

---

**CONSTRUCTION CONTRACT**

This Phase-Funded contract is made and entered into between THE CITY OF SAN DIEGO, a municipal corporation, herein called "City", and \_\_\_\_\_, herein called "Contractor" for construction of **Ocean Air CP Comfort Station and Park Improvements, and Carmel Valley CP – Turf Upgrades and Park Improvements**; Bid No. **K-23-2117-DBB-3**; in the total amount \_\_\_\_\_ (\$ \_\_\_\_\_), which is comprised of the Base Bid, for Phase I and \$ \_\_\_\_\_ for Phase II (**add additional phases as needed**).

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) Phased Funding Schedule Agreement.
  - (e) That certain documents entitled **Ocean Air CP Comfort Station and Park Improvements, and Carmel Valley CP – Turf Upgrades and Park Improvements**, on file in the office of the Purchasing & Contracting Department as Document No. **S-16031, S-16029**, as well as all matters referenced therein.
2. The City wishes to construct this Project on a Phase-Funded basis. In accordance with Whitebook section 7-3.10, the City is only obligated to pay for Phase I; Contractor cannot begin, nor is the City financially liable for any additional Phases, unless and until Contractor is issued a Notice to Proceed for each additional Phase by the City.
3. 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 **Ocean Air CP Comfort Station and Park Improvements, and Carmel Valley CP – Turf Upgrades and Park Improvements**, Bid Number **K-23-2117-DBB-3**, San Diego, California.
4. 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. (See WHITEBOOK, Section 7-3.10, Phased Funding Compensation).

**CONTRACT AGREEMENT (continued)**

- 5. 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.
- 6. 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.

**IN WITNESS WHEREOF**, this Agreement is signed by the City of San Diego, acting by and through its Mayor or designee, pursuant to Resolution No. R - \_\_\_\_\_ or Municipal Code \_\_\_\_\_ authorizing such execution.

**THE CITY OF SAN DIEGO**

**APPROVED AS TO FORM**

Mara W. Elliott, City Attorney

By \_\_\_\_\_

By \_\_\_\_\_

Print Name: \_\_\_\_\_  
Mayor or designee

Print Name: \_\_\_\_\_  
Deputy City Attorney

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**CONTRACTOR**

By \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

City of San Diego License No.: \_\_\_\_\_

State Contractor's License No.: \_\_\_\_\_

DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) REGISTRATION NUMBER: \_\_\_\_\_

# City of San Diego

CITY CONTACT: Rosa I. Riego, Senior Contract Specialist, Email: [RRiego@sandiego.gov](mailto:RRiego@sandiego.gov)  
Phone No. (619) 533-3426

## ADDENDUM E



## FOR

## OCEAN AIR CP COMFORT STATION AND PARK IMPROVEMENTS, AND CARMEL VALLEY CP – TURF UPGRADES AND PARK IMPROVEMENTS

BID NO.:	<u>K-23-2117-DBB-3</u>
SAP NO. (WBS/IO/CC):	<u>S-16031, S-16029</u>
CLIENT DEPARTMENT:	<u>1714</u>
COUNCIL DISTRICT:	<u>1</u>
PROJECT TYPE:	<u>GA</u>

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### **BID DUE DATE:**

**2:00 PM**  
**APRIL 10, 2023**

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

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



## 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 the entire turf system is to be included in the bid. Amendment "A" PG. 29 shows the following.

### PART 2 - PRODUCTS

#### 2.1 ACCEPTABLE MANUFACTURER

A. Approved, Owner Furnished / Owner Installed manufacturer is:

1. FieldTurf USA Inc. 175 N. Industrial Blvd Calhoun, GA 30701 P: 760-310-2139 or Approved Equal

Model: FieldTurf Vertex Prime-2-PureFill or Approved Equal

Is the turf to be owner furnished/owner installed?  
Or contractor furnished / contractor installed?

A1. The replacement of the entire Carmel Valley CP baseball field turf system, with new synthetic turf system, is to be included in the bid.

Rania Amen, Director  
Engineering & Capital Projects Department

Dated: *April 3, 2023*  
San Diego, California

RA/ED/na

## Bid Results

### Bidder Details

**Vendor Name** De La Fuente Construction, Inc.  
**Address** 3025 Beyer Blvd Suite E-101  
 San Diego, California 92154  
 United States  
**Respondee** Jorge Diaz De La Fuente  
**Respondee Title** President  
**Phone** 619-512-5505  
**Email** estimating@dlfci.com  
**Vendor Type** MBE, CADIR, SDB, PQUAL, MALE, LAT  
**License #** 919666  
**CADIR** 1000043346

### Bid Detail

**Bid Format** Electronic  
**Submitted** 04/10/2023 1:59 PM (PDT)  
**Delivery Method**  
**Bid Responsive**  
**Bid Status** Submitted  
**Confirmation #** 322641

### Respondee Comment

### Buyer Comment

### Attachments

File Title	File Name	File Type
01-CONTRACTOR-CERT-OF-PENDING-ACTIONS-F.pdf	01-CONTRACTOR-CERT-OF-PENDING-ACTIONS-F.pdf	Contractor's Certification of Pending Actions
02-MANDATORY-DISCLOSURE-OF-BUS-INTERESTS-FORM-F.pdf	02-MANDATORY-DISCLOSURE-OF-BUS-INTERESTS-FORM-F.pdf	Mandatory Disclosure of Business Interests Form
03-PRIME-DEBARMENT-SUSP-CERT-F.pdf	03-PRIME-DEBARMENT-SUSP-CERT-F.pdf	Prime Contractor - Debarment and Suspension
D&S-SUBS-FOR-SUBMITTAL-FINAL.pdf	D&S-SUBS-FOR-SUBMITTAL-FINAL.pdf	Subcontractor - Debarment and Suspension
05-BID-BOND-F.pdf	05-BID-BOND-F.pdf	Bid Bond

## Subcontractors

Showing 9 Subcontractors

Name & Address	Desc	License Num	CADIR	Amount	Type
<b>Buescher Electric, Inc</b> 157 Palm Avenue Imperial Beach, California 91932	Constructor - Electrical	917219	1000006809	\$147,274.00	Local
<b>DeRollo Pipeline</b> 2588 El Camino Real, #F320 Carlsbad, California 92008	Constructor - Underground Utilities	1039738	1000818181	\$639,000.00	SDB, MBE, CADIR, DBE, MALE, LAT, Local
<b>Dirt Designz</b> 1748 Keyes Road Ramona, California 92065	Constructor - Demo & Grading	1026351	PW-LR-1000375145	\$85,700.00	Local
<b>FIELDTURF USA INC</b> 7445 COTE-DE-LIESSE SUITE 200 MONTREAL QUEBEC H4T 1G2 Canada	Constructor - Synthetic Turf	849044	1000004625	\$882,634.00	
<b>In-Line Construction, Inc.</b> PO Box 2637 Ramona, California 92065	Constructor - Fencing	769516	1000002605	\$196,668.00	DBE, SDB, MBE, CADIR, MALE, LAT, HUBZ, Local
<b>Makelele Systems Landscape &amp; Mai</b> PO BOX 2044 Makelele Systems San Marcos, California 92079	Constructor - Landscaping	987557	1000028415	\$104,944.00	MBE, CADIR, MALE, LAT, Local
<b>Public Restroom Company</b> 2587 Business Parkway Minden, Nevada 89423	Constructor - Install Prefab Restroom	822966	1000005303	\$37,398.00	CADIR
<b>RAP Engineering, Inc.</b> 503 E. Mission Road San Marcos, California 92069	Constructor - Asphalt Paving	880956	1000002968	\$34,577.00	DBE, MBE, CADIR, MALE, LAT, Local
<b>powercon improvements inc.</b> 13908 cheryl creek dr el cajon, California 92021	Constructor - Install Shade Structure	1016331	1000031876	\$52,400.00	Local

## Line Items

Discount Terms No Discount

Item #	Item Code	Type	Item Description	UOM	QTY	Unit Price	Line Total	Response	Comment
<b>Main Bid</b>							<b>\$6,089,542.00</b>		
1	524126		Bonds (Payment and Performance)	LS	1	\$78,100.00	\$78,100.00	Yes	
2	236220		Building Permits (EOC Type I)	AL	1	\$40,000.00	\$40,000.00	Yes	
3	238990		Construction of Carmel Valley CP - Turf Upgrades, and Ocean Air CP Comfort Station Park Improvements	LS	1	\$5,527,167.00	\$5,527,167.00	Yes	
4			Field Orders (EOC Type II)	AL	1	\$396,000.00	\$396,000.00	Yes	
5	541330		SWPPP Development	LS	1	\$1,625.00	\$1,625.00	Yes	
6	237310		SWPPP Implementation	LS	1	\$28,000.00	\$28,000.00	Yes	
7	541330		SWPPP Permit Fee (EOC Type I)	AL	1	\$3,000.00	\$3,000.00	Yes	
8	541330		WPCP Development	LS	1	\$650.00	\$650.00	Yes	
9	237310		WPCP Implementation	LS	1	\$15,000.00	\$15,000.00	Yes	

## Line Item Subtotals

Section Title	Line Total
Main Bid	\$6,089,542.00
Grand Total	\$6,089,542.00