

City of San Diego

ORIGINAL

CONTRACTOR'S NAME: Atlas Development

ADDRESS: 991 C Lomas Santa Fe Dr. #115, Solana Beach, CA 92075

TELEPHONE NO.: 619-200-0902

FAX NO.: 858-350-9337

CITY CONTACT: Clementina Giordano - Contract Specialist, Email: CGiordano@sandiego.gov

Phone No. (619) 533-3481, Fax No. (619) 533-3633

M.Calleran/ALJ/Lad

BIDDING DOCUMENTS



FOR

University Village Park Tot Lot

BID NO.: L-16-1396-DBB-2

SAP NO. (WBS/IO/CC): S-13005

CLIENT DEPARTMENT: 1714

COUNCIL DISTRICT: 1

PROJECT TYPE: GF

THIS CONTRACT WILL BE SUBJECT TO THE FOLLOWING:

- THE CITY'S SUBCONTRACTING PARTICIPATION REQUIREMENTS FOR SLBE PROGRAM.
- COMPETITION RESTRICTED TO: SLBE-ELBE or ELBE FIRMS ONLY .
- PREVAILING WAGE RATES: STATE FEDERAL
- APPRENTICESHIP

BID DUE DATE:

1:30 PM

MAY 12, 2016

CITY OF SAN DIEGO

PUBLIC WORKS CONTRACTS

1010 SECOND AVENUE, 14th FLOOR, MS 614C

SAN DIEGO, CA 92101

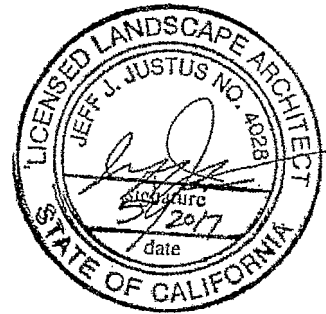
ENGINEER OF WORK

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

Jeff Justus
1) Registered Landscape Architect

2/26/16
Date

Seal:



Elif Cetin
2) For City Engineer

2/26/16
Date

Seal

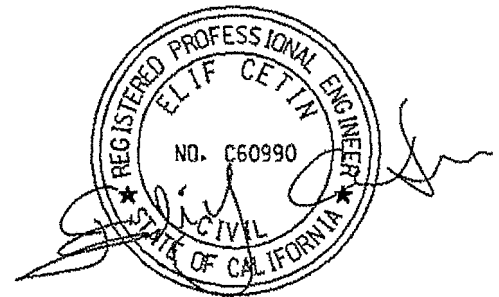


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NOTICE INVITING BIDS

1. **SUMMARY OF WORK:** This is the City of San Diego's (City) solicitation process to acquire Construction services for **University Village Park Tot Lot**. For additional information refer to Attachment A.
2. **LIMITED COMPETITION:** This contract may only be bid by the Contractors on the City's approved Prequalified Contractor's List **and** SLBE-ELBE Construction Limited Competition Contractors List in accordance with the designation stated on the cover page. For information regarding the SLBE-ELBE Construction Program and registration visit the City's web site: <http://www.sandiego.gov>.
3. **ESTIMATED CONSTRUCTION COST:** The City's estimated construction cost for this project is \$307,500.
4. **BID DUE DATE AND TIME ARE:** MAY 12, 2016 at 1:30 PM.
5. **PREVAILING WAGE RATES APPLY TO THIS CONTRACT:** Refer to Attachment D.
6. **LICENSE REQUIREMENT:** The City has determined that the following licensing classification(s) are required for this contract: A.
7. **SUBCONTRACTING PARTICIPATION PERCENTAGES:**
 - 7.1. The City has incorporated voluntary subcontractor participation percentage to enhance competition and maximize subcontracting opportunities as follows.
 - 7.2. The following voluntary subcontractor participation percentage for DBE, DVBE, WBE, MBE, SLBE, and ELBE certified Subcontractors shall apply to this contract:

**Total voluntary subcontractor participation percentage for this project is
22.2%.**
8. **PRE-BID MEETING:**
 - 8.1. Prospective Bidders are encouraged to attend the Pre-Bid Meeting. The purpose of the meeting is to discuss the scope of the Project, submittal requirements, the pre-qualification process and any Equal Opportunity Contracting Program requirements and reporting procedures. To request a sign language or oral interpreter for this visit, call the Public Works Contracts Division at (619) 533-3450 at least 5 Working Days prior to the meeting to ensure availability. The Pre-Bid meeting is scheduled as follows:

Date: April 20, 2016
Time: At 10:00 PM
Location: 1010 Second Avenue, Suite 1400, San Diego, CA 92101

Attendance at the Pre-Submittal Meeting will be evidenced by the Bidder's representative's signature on the attendance roster. It is the responsibility of the Bidder's representative to complete and sign the attendance roster.

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 a Bid, the City will prepare contract documents for execution within approximately 21 days of the date of the Bid opening. The City will then award the Contract within approximately 14 days of 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 the City Attorney's Office.
- 9.4. The low Bid will be determined by Base Bid plus all Alternates.
- 9.5. Once the low bid has been determined, the City may, at its sole discretion, award the contract for the Base bid plus one or more alternates.

10. SUBMISSION OF QUESTIONS:

- 10.1. The Director (or designee), of the Public Works 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. All questions related to this solicitation shall be submitted to:

Public Works Contracts
1010 Second Avenue, 14th Floor
San Diego, California, 92101
Attention: Clementina Giordano – Contract Specialist

OR:

CGiordano@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.

11. ADDITIVE/DEDUCTIVE ALTERNATES:

- 11.1.** The additive/deductive alternates have been established to allow the City to compare the cost of specific portions of the Work with the Project's budget and enable the City to make a decision whether to incorporate these portions prior to award. The award will be established as described in the Bid. The City reserves the right to award the Contract for the Base Bid only or for the Base Bid plus one or more Alternates.

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. Complete information and links to the on-line prequalification application are available at:

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

- 1.2. The completed application must be submitted online no later than 2 weeks prior to the bid opening. For additional information or the answer to questions about the prequalification program, contact David Stucky at 619-533-3474 or dstucky@sandiego.gov.
- 1.3. Due to the City's fiduciary requirement to safeguard vendor data, 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 PlanetBidsTM.

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 which has until the "Bid Due Date and Time" to change, rescind or retrieve its proposal should it desire to do so.

2.5. BIDS MUST BE SUBMITTED BY BID DUE DATE AND TIME. Once the bid deadline is reached, no further submissions are accepted into the system. Once the Bid Due Date and Time has lapsed, bidders, proposers, the general public, and City staff are able to immediately see the results on line. City staff may then begin reviewing the submissions for responsiveness, EOCP compliance and other issues. The City may require any Bidder to furnish statement of experience, financial responsibility, technical ability, equipment, and references.

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

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

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

2.8. ACCESSIBILITY AND AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE. : To request a copy of this solicitation in an alternative format, contact the Public Works Contract Specialist listed in 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 (90 days for federally funded contracts and contracts valued at \$500,000 or less) 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.shtml>.
- 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 10 Working Days after receiving the Contract forms. See 2-1.1.2, “Joint Venture Contractors” in The WHITEBOOK for details.
7. **PREVAILING WAGE RATES WILL APPLY:** Refer to Attachment D.
8. **SUBCONTRACTING PARTICIPATION PERCENTAGES:** Subcontracting participation percentages apply to this contract. Refer to Attachment E.
9. **INSURANCE REQUIREMENTS:**
- 9.1. 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.

9.2. Refer to sections 7-3, "LIABILITY INSURANCE", and 7-4, "WORKERS' COMPENSATION INSURANCE" of the Supplementary Special Provisions (SSP) for the insurance requirements which must be met.

10. **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")	2012	PITS070112-01
City of San Diego Standard Specifications for Public Works Construction ("The WHITEBOOK")*	2012	PITS070112-02
City of San Diego Standard Drawings*	2012	PITS070112-03
Caltrans Standard Specifications	2010	PITS070112-04
Caltrans Standard Plans	2010	PITS070112-05
California MUTCD	2012	PITS070112-06
City Standard Drawings - Updates Approved For Use (when specified)*	Varies	Varies
Standard Federal Equal Employment Opportunity Construction Contract Specifications and the Equal Opportunity Clause Dated 09-11-84	1984	769023
NOTE: *Available online under Engineering Documents and References at: http://www.sandiego.gov/publicworks/edocref/index.shtml		

11. **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 addendum are made effective as though originally issued with the Bid. The Bidders shall acknowledge the receipt of Addenda at the time of bid submission.

12. **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.

13. **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.

14. SUBCONTRACTOR INFORMATION:

14.1. **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 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 - General; Paragraph 2-3 Subcontracts, 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.

14.2. **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)** 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.

14.3. **LISTING OF SUBCONTRACTORS OR SUPPLIERS FOR ALTERNATES.** For subcontractors or suppliers to be used on additive or deductive alternate items, in addition to the above requirements, bidder shall further note "ALTERNATE" and alternate item number within the description.

15. SUBMITTAL OF "OR EQUAL" ITEMS: See Section 4-1.6, "Trade Names or Equals" in The WHITEBOOK and as amended in the SSP.

16. AWARD PROCESS:

- 16.1. The Award of this contract is contingent upon the Contractor's compliance with all conditions precedent to Award.
- 16.2. 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.
- 16.3. 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.
17. **SUBCONTRACT LIMITATIONS:** The Bidder's attention is directed to Standard Specifications for Public Works Construction, Section 2-3, "SUBCONTRACTS" 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.
18. **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 Public Works Contracts.
19. **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.
20. **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.
21. **BIDDER'S GUARANTEE OF GOOD FAITH (BID SECURITY):**
 - 21.1. 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.
 - 21.2. 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.

- 21.3. 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.
- 21.4. 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. Within twenty-four (24) hours after the bid due date and time, the first five (5) apparent low bidders must provide the City with the original bid security.
- 21.5. Failure to submit the electronic version of the bid security at the time of bid submission AND failure to provide the original within twenty-four (24) hours may cause the bid to be rejected and deemed **non-responsive**.

22. AWARD OF CONTRACT OR REJECTION OF BIDS:

- 22.1. This contract may be awarded to the lowest responsible and reliable Bidder.
- 22.2. Bidders shall complete ALL eBid forms as required by this solicitation. Incomplete eBids will not be accepted.
- 22.3. 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.
- 22.4. 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.
- 22.5. 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.
- 22.6. 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.
- 22.7. 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.
- 22.8. 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.

23. BID RESULTS:

- 23.1. 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.
- 23.2. 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.

24. THE CONTRACT:

- 24.1. 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.
- 24.2. 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.
- 24.3. 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.
- 24.4. 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.
- 24.5. 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 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.

- 25. 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 2-7, 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.
- 26. CITY STANDARD PROVISIONS:** This contract is subject to the following standard provisions. See The WHITEBOOK for details.
- 26.1. The City of San Diego Resolution No. R-277952 adopted on May 20, 1991 for a Drug-Free Workplace.
 - 26.2. The City of San Diego Resolution No. R-282153 adopted on June 14, 1993 related to the Americans with Disabilities Act.
 - 26.3. The City of San Diego Municipal Code §22.3004 for Pledge of Compliance.
 - 26.4. The City of San Diego's Labor Compliance Program and the State of California Labor Code §§1771.5(b) and 1776.
 - 26.5. 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.
 - 26.6. The City's Equal Benefits Ordinance (EBO), Chapter 2, Article 2, Division 43 of The San Diego Municipal Code (SDMC).
 - 26.7. The City's Information Security Policy (ISP) as defined in the City's Administrative Regulation 90.63.
- 27. PRE-AWARD ACTIVITIES:**
- 27.1. The contractor selected by the City to execute a contract for this Work shall submit the required documentation as specified in the herein and in the Notice of Award. Failure to provide the information as specified may result in the Bid being rejected as **non-responsive**.
 - 27.2. 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:

Atlas Development Corporation, a corporation, as principal, and Great American Insurance Company, a corporation authorized to do business in the State of California, as Surety, hereby obligate themselves, their successors and assigns, jointly and severally, to The City of San Diego a municipal corporation in the sum of Three Hundred Eighty-Nine Thousand Six Hundred Ninety-Seven Dollars and .00/100 (\$389,697.00) for the faithful performance of the annexed contract, and in the sum of Three Hundred Eighty-Nine Thousand Six Hundred Ninety-Seven Dollars and .00/100 (\$389,697.00) 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.

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

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

Dated June 15, 2016

Approved as to Form

Atlas Development Corporation

Principal

By M. Atefi

Mark Atefi

Printed Name of Person Signing for
Principal

Jan L. Goldsmith, City Attorney

By [Signature]

Deputy City Attorney

Great American Insurance Company

By [Signature]

Tara Bacon

Surety

Attorney-in-fact

750 The City Drive South, Suite 470

Local Address of Surety

Orange, CA 92868

Local Address (City, State) of Surety

(714) 740-3101

Local Telephone No. of Surety

Premium \$ 7,287.00

Bond No. 2119158

Approved:

By [Signature]

Clementina Giordano, Contract Specialist
Public Works Construction

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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


State of California
County of San Diego)

On June 15, 2016 before me, Maria Hallmark, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature  (Seal)



GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by this power of attorney is not more than **FIVE**

No. 0 14839

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
DALE G. HARSHAW	ALL OF	ALL
GEOFFREY SHELTON	SAN DIEGO,	\$100,000,000.00
TARA BACON	CALIFORNIA	

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this **23RD** day of **FEBRUARY**, 2016 .
Attest **GREAT AMERICAN INSURANCE COMPANY**



M. L. C. B.
Assistant Secretary

David C. Kitchen
Divisional Senior Vice President

STATE OF OHIO, COUNTY OF HAMILTON - ss:

DAVID C. KITCHIN (877-377-2405)

On this **23RD** day of **FEBRUARY**, 2016, before me personally appeared **DAVID C. KITCHIN**, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



Susan A. Kohorst
Notary Public, State of Ohio
My Commission Expires 06-18-2020

Susan A. Kohorst

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, **STEPHEN C. BERAHA**, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this **15th** day of **June**, 2016



M. L. C. B.
Assistant Secretary

ATTACHMENTS

ATTACHMENT A
SCOPE OF WORK

SCOPE OF WORK

1. **SCOPE OF WORK:** This project provides for the installation of a 2-5 year olds play area, and related ADA compliant accessibility improvements.
 - 1.1. The Work shall be performed in accordance with:
 - 1.1.1. The Notice Inviting Bids and Plans numbered **38787-01-D** through **38787-19-D**, inclusive.
2. **LOCATION OF WORK:** The location of the Work is as follows:

The location of the Work is the southwesterly corner of University Village Park which is located at the northwesterly corner of Cather Avenue and Florey Street in the University City Community.
3. **CONTRACT TIME:** The Contract Time for completion of the Work shall be **105 Working Days**.

ATTACHMENT B
INTENTIONALLY LEFT BLANK

ATTACHMENT C
EQUAL OPPORTUNITY CONTRACTING PROGRAM

EQUAL OPPORTUNITY CONTRACTING PROGRAM REQUIREMENTS

1. To The WHITEBOOK, Chapter 10, Sections D and E, DELETE each in its entirety, and SUBSTITUTE with the following:

D. CITY'S EQUAL OPPORTUNITY COMMITMENT.

1. Nondiscrimination in Contracting Ordinance.

1. The Contractor, Subcontractors and Suppliers shall comply with requirements of the City's Nondiscrimination in Contracting Ordinance, San Diego Municipal Code §§22.3501 through 22.3517.

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

The Contractor shall include the foregoing clause in all contracts between the Contractor and Subcontractors and Suppliers.

2. Disclosure of Discrimination Complaints. As part of its Bid or Proposal, 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 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.
3. Upon the City's request, the Contractor agrees to provide to the City, within 60 days, a truthful and complete list of the names of all Subcontractors and Suppliers that the Contractor has used in the past 5 years on any of its contracts that were undertaken within San Diego County, including the total dollar amount paid by the Contractor for each subcontract or supply contract.
4. The Contractor further agrees 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. The Contractor understands and agrees that violation of this clause shall be considered a

material breach of the Contract and may result in remedies being ordered against the Contractor up to and including contract termination, debarment and other sanctions for violation of the provisions of the Nondiscrimination in Contracting Ordinance. The Contractor further understands and agrees 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. The Contractor, Subcontractors and Suppliers shall comply with the City's Equal Employment Opportunity Outreach Program, San Diego Municipal Code §§22.2701 through 22.2707.

The Contractor shall not discriminate against any employee or applicant for employment on any basis prohibited by law. Contractor shall provide equal opportunity in all employment practices. Prime Contractor shall ensure their subcontractors comply with this program. Nothing in this section shall be interpreted to hold a prime contractor liable for any discriminatory practice of its subcontractors.

The Contractor shall include the foregoing clause in all contracts between the Contractor and 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 of Contract forms to the City for approval as specified in the Notice of Intent to Award letter from the City.
3. If a Work Force Report is submitted, and the City determines there are under-representations when compared to County Labor Force Availability data, the selected Bidder shall submit an Equal Employment Opportunity Plan.
4. If the selected Bidder submits an Equal Employment Opportunity Plan, it shall include the following assurances:
 1. The Contractor shall maintain a working environment free of discrimination, harassment, intimidation and coercion at all sites and in all facilities at which the Contractor's employees are assigned to work.
 2. The Contractor reviews its EEO Policy, at least annually, with all on-site supervisors involved in employment decisions.
 3. The Contractor disseminates and reviews its EEO Policy with all employees at least once a year, posts the policy statement and EEO posters on all company bulletin boards and job sites, and documents every dissemination, review and posting with

a written record to identify the time, place, employees present, subject matter, and disposition of meetings.

4. The Contractor reviews, at least annually, all supervisors' adherence to and performance under the EEO Policy and maintains written documentation of these reviews.
5. The Contractor discusses its EEO Policy Statement with subcontractors with whom it anticipates doing business, includes the EEO Policy Statement in its subcontracts, and provides such documentation to the City upon request.
6. The Contractor documents and maintains a record of all bid solicitations and outreach efforts to and from subcontractors, contractor associations and other business associations.
7. The Contractor disseminates its EEO Policy externally through various media, including the media of people of color and women, in advertisements to recruit, maintains files documenting these efforts, and provides copies of these advertisements to the City upon request.
8. The Contractor disseminates its EEO Policy to union and community organizations.
9. The Contractor provides immediate written notification to the City when any union referral process has impeded the Contractor's efforts to maintain its EEO Policy.
10. The Contractor maintains a current list of recruitment sources, including those outreaching to people of color and women, and provides written notification of employment opportunities to these recruitment sources with a record of the organizations' responses.
11. The Contractor maintains 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.
12. The Contractor encourages all present employees, including people of color and women employees, to recruit others.
13. The Contractor maintains all employment selection process information with records of all tests and other selection criteria.

14. The Contractor develops and maintains documentation for on-the-job training opportunities, participates in training programs, or both for all of its employees, including people of color and women, and establishes apprenticeship, trainee, and upgrade programs relevant to the Contractor's employment needs.
15. The Contractor conducts, at least annually, an inventory and evaluation of all employees for promotional opportunities and encourages all employees to seek and prepare appropriately for such opportunities.
16. The Contractor ensures 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.

ATTACHMENT D
PREVAILING WAGES

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.

- 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. For contracts entered into on or after April 1, 2015, Contractor and their subcontractors shall 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 design professionals 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 Equal Opportunity Contracting Department at 619-236-6000.

1.9. Contractor and Subcontractor Registration Requirements. This project is subject to compliance monitoring and enforcement by the DIR. As of March 1, 2015, no contractor or subcontractor may be listed on a bid or proposal for a public works project unless registered with the DIR pursuant to Labor Code section 1725.5. As of April 1, 2015, a contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, or enter into any contract for public work, unless currently registered and qualified to perform public work pursuant to Labor Code section 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 DIR in compliance with Labor Code sections 1771.1 and 1725.5, and Contractor shall provide proof of registration to the City upon request.

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.

ATTACHMENT E
SUPPLEMENTARY SPECIAL PROVISIONS

SUPPLEMENTARY SPECIAL PROVISIONS

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

- 1) Standard Specifications for Public Works Construction (The GREENBOOK) currently in effect.
 - 2) The City of San Diego Standard Specifications for Public Works Construction (The WHITEBOOK).
-

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

1-2 TERMS AND DEFINITIONS.

Normal Working Hours. To the City Supplement, ADD the following:

The Normal Working Hours are **8:30 AM to 4:30 PM.**

SECTION 2 – SCOPE AND CONTROL OF WORK

2-3.2 Self Performance. DELETE in its entirety and SUBSTITUTE with the following:

1. You must perform, with your own organization, Contract work amounting to at least 50% of the base bid alone or base bid and any additive or deductive alternate(s) that together when added or deducted form the basis of award.

2-5.3.1 General. To the City Supplement, ADD the following:

7. For products for which an AML is available, products listed in the AML shall be used. A submittal review will be conducted for products not identified on an AML on a case-by-case basis when:
 - a) The product type or category is not in the AML.
 - b) The AML does not list at least two available manufacturers of the product.
 - c) The material or manufacturer listed in the AML is no longer available. Documentation to substantiate the product is no longer available or in production is required as part of the submittal.

In the case of conducting a submittal review when required by the Plans or Special Provisions, or when requested by the Engineer, all submittals shall be accompanied by the City's submittal form.

The Product Submittal Form is available for download at:

<http://www.sandiego.gov/publicworks/edocref/index.shtml>

2-9.1

Permanent Survey Markers. To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

1. Pursuant to Division 3, Chapter 15 of the Business and Professions Code, you shall not disturb survey monuments that "control the location of subdivisions, tracts, boundaries, roads, streets, or highways, or provide horizontal or vertical survey control" until they have been tied out by a Registered Land Surveyor or Registered Civil Engineer authorized to practice land surveying within the State of California.
2. Monument Preservation shall be performed by the City's Construction Management and Field Services (CMFS) Division on all Projects, unless permission is obtained for these services in writing by CMFS.
3. You shall submit to the Engineer a minimum of 7 Days prior to the start of the Work a list of controlling survey monuments which may be disturbed. CMFS shall do the following:
 - a) Set survey points outside the affected Work area that reference and locate each controlling survey monument that may be disturbed.
 - b) File a Corner Record or Record of Survey with the County Surveyor after setting the survey points to be used for re-establishment of the disturbed controlling survey monuments.
 - c) File a Corner Record of Record of Survey with the County Surveyor after re-establishment of the disturbed controlling survey monuments.

2-9.2.1

Survey Files.

1. All Computer Aided Drafting (CAD) Work shall be done in accordance with the City of San Diego's Citywide Computer Aided Design and Drafting (CADD) Standards and shall be in City seed files (.job, .txt, .dgn, .alg, .raw, .fwd, .dtm, .pdf, .docx, .xlsx, .tif, and .jpg).
2. All survey files shall be completed in accordance with the City of San Diego's Citywide CADD Standards and shall adhere to the City's Microstation level and attribute structure.
3. The survey file deliverable will be either one Master .dgn file containing all xref's in geospatially referenced (and attached) models or one Master dgn with all xref's geospatially referenced (and attached) as dgn files. Resource files may be sent to you if requested.

4. Survey files shall include, but shall not be limited to, the following items:
 - a. Street center line and (record width) right-of-way lines.
 - b. Project geometry (.alg) files (this will be generated for use in InRoads).
 - c. 3D surface model (.dtm, break line and spot elevation) file.
 - d. Spot elevations of the new utility main at each intersection, midblocks, and for any change in grade.
 - e. Monuments.
 - f. Curb lines (top curb and gutter).
 - g. All other appurtenances including but not limited to water valves, meters, vaults, manholes, fire hydrants, utility boxes, cleanouts, and poles.
5. You shall use the survey information to produce red-lines drawings as described in Section 2-5.4 "Red-lines and Record Documents."

2-9.2

Survey Service. DELETE in its entirety and SUBSTITUTE with the following:

1. Prior to the start of construction, you shall submit a letter to the Engineer identifying the Licensed Land Surveyor or the Registered Civil Engineer authorized to practice land surveying within the State of California that will be performing the survey services for the Project.
2. You are responsible for performing and meeting the accuracy of surveying standards adequate for construction through a Licensed Land Surveyor or a Registered Civil Engineer authorized to practice land surveying within the State of California.
3. Survey stakes shall be set and stationed by you for curbs, headers, water mains, sewers, storm drains, structures, rough grade, and any other structures and appurtenances that are needed for the Project. A corresponding cut or fill to finished grade (or flow line) shall be indicated on a grade sheet.
4. Surveys performed shall list the basis of bearings as tied to Record of Survey 14492 or equivalent, based on the California Coordinate System of 1983, Zone 6, U.S. Survey foot, epoch 1991.35, along with a completed calibration sheet (blank form will be supplied by City Surveys). The vertical datum used shall be NGVD 29 in accordance with the City of San Diego Vertical Bench Book.
5. You shall preserve construction survey stakes, control points, and other survey related marks for the duration of the Project. If any construction survey stakes are lost or disturbed and need to be replaced, such replacement shall be performed by the Engineer at your expense.

2-9.2.2 Submittal.

1. Survey files shall be submitted in accordance with 2-5.3, "Submittals" and 2-5.4, "Red-Lines and Record Documents". You shall provide the Survey Files, proposed Drawings, and/or Red-line Drawings on a CD/DVD to the Engineer and shall post the Survey Files, proposed Drawings, and/or Red-line Drawings to the following website:

<ftp://ftp.sannet.gov/IN/SURVEYS/>

2. After the documents have been posted to the website, you shall send a confirmation email, which includes the hyperlink to the website, to the Engineer and to SurveyReview@sandiego.gov
3. All survey Work and submittals which reveal non-compliance with the requirements of the Construction Documents shall be corrected as deemed necessary by the Engineer and the cost of the corrections to your survey submittals shall be at your expense.

2-9.2.3 Payment.

1. The payment for survey services Work shall be included in the lump sum Bid item for "Survey Services".

2-11.1.1 General. To the City Supplement, item 2, ADD the following:

Time lapse video robotic cameras shall provide a clear view of backfill and compaction operations. When this is not possible if the camera is mounted on excavator, the camera shall be mounted on a portable tower or similar device and repositioned as Work progresses.

SECTION 4 - CONTROL OF MATERIALS

4-1.3.4 Inspection Paid For By the Contractor. To the City Supplement, ADD the following:

Third party audit of the playground area safety surfacing and all play equipment. The audit shall be conducted by a NRPA/NPSI Certified Playground Safety Inspector In accordance with NPSI Standards.

4-1.3.6 Preapproved Materials. To the City Supplement, ADD the following:

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

4-1.6 Trade Names or Equals. ADD the following:

14. You shall submit your list of proposed substitutions for an "equal" item **no later than 5 Working Days after the determination of the Apparent Low Bidder** and on the City's Product Submittal Form available at:

<http://www.sandiego.gov/publicworks/edocref/index.shtml>

4-1.10 Foreign Materials. To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

1. Materials that are manufactured, produced, or fabricated outside of the United States shall be delivered to a distribution point in California, unless otherwise specified. Quality Control and related testing shall be performed to all applicable specified US standards. Manufacturer's testing and staff certification shall be traceable to a United States regulatory agency. Retain the materials for a sufficient period of time to permit inspection, sampling, and testing. You shall not be entitled to an extension of time for acts or events occurring outside of, at point of entry, or during transport to the United States.

SECTION 5 – UTILITIES

5-2 PROTECTION. ADD the following:

1. While working in or around meter boxes, you shall protect in place all Advanced Metering Infrastructure (AMI) devices attached to the water meter or located in or near water meter boxes, coffins, or vaults. This includes any antenna installed through the meter box lid.
 - a) Avoid damaging the antenna, cable, and endpoints when removing the meter box lid and when disconnecting AMI endpoints from the register on top of the water meter.
 - b) If meters or AMI devices need to be removed or relocated, the AMI endpoints shall be reinstalled with the Encoder/Receiver/Transmitter (ERT) pointing upwards.
 - c) Because the AMI equipment is uniquely matched to each service location and to specific meter serial numbers, any AMI devices that are removed or disconnected shall be reinstalled on the same service lateral as well as to the same meter serial number it was attached to originally.
 - d) Do not change or modify the lid if the lid has an antenna drilled through it.
 - e) If you encounter damaged, disconnected, buried, or broken AMI endpoints, cables between the registers, antennae, lids, or ERTs, notify the Engineer within 24 hours.
 - f) Any AMI equipment damaged by you shall be repaired or replaced by City Forces at your expense.

SECTION 7 - RESPONSIBILITIES OF THE CONTRACTOR

7-3 LIABILITY INSURANCE. DELETE in its entirety and SUBSTITUTE with the following:

The insurance provisions herein shall not be construed to limit your indemnity obligations contained in the Contract.

7-3.1 Policies and Procedures.

1. You must procure the insurance described below, at its 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 for the duration of this Contract and at all times thereafter when you are correcting, removing, or replacing Work in accordance with this Contract. Your liabilities under the Contract, e.g., your indemnity obligations, is not deemed limited to the insurance coverage required by this Contract.
4. The payment for insurance shall be included in the Contract Price as bid by you. Except as specifically agreed to by the City in writing, you are not entitled to any additional payment. Do not begin any Work under this Contract until you have provided and the City has approved all required insurance.
5. Policies of insurance shall provide that the City is entitled to 30 Days (10 Days for cancellation due to non-payment of premium) prior written notice of cancellation or non-renewal of the policy. Maintenance of specified insurance coverage is a material element of the Contract. Your failure to maintain or renew coverage or to provide evidence of renewal during the term of the Contract may be treated by the City as a material breach of the Contract.

7-3.2 Types of Insurance.

7-3.2.1 Commercial General Liability Insurance.

1. Commercial General Liability Insurance shall be written on the current version of the ISO Occurrence form CG 00 01 07 98 or an equivalent form providing coverage at least as broad.
2. The policy shall cover liability arising from premises and operations, XCU (explosions, underground, and collapse), independent contractors, products/completed operations, personal injury and advertising injury, bodily injury, property damage, and liability assumed under an insured's contract (including the tort liability of another assumed in a business contract).

3. There shall be no endorsement or modification limiting the scope of coverage for either "insured vs. insured" claims or contractual liability. You shall maintain the same or equivalent insurance for at least 10 years following completion of the Work.
4. All costs of defense shall be outside the policy limits. Policy coverage shall be in liability limits of not less than the following:

<u>General Annual Aggregate Limit</u>	<u>Limits of Liability</u>
Other than Products/Completed Operations	\$2,000,000
Products/Completed Operations Aggregate Limit	\$2,000,000
Personal Injury Limit	\$1,000,000
Each Occurrence	\$1,000,000

7-3.2.2 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.

7-3.3 Rating Requirements. Except for the State Compensation Insurance Fund, all insurance required by this Contract as described herein 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, and that have been approved by the City.

7-3.3.1 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 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 herein.

7-3.4 Evidence of Insurance. Furnish to the City documents e.g., certificates of insurance and endorsements evidencing the insurance required herein, and furnish renewal documentation prior to expiration of this insurance. Each required document shall be signed by the insurer or a person authorized by the insurer to bind coverage on its behalf. We reserve the right to require complete, certified copies of all insurance policies required herein.

7-3.5 Policy Endorsements.

7-3.5.1 Commercial General Liability Insurance

7-3.5.1.1 Additional Insured.

1. You shall provide at your expense policy endorsement written on the current version of the ISO Occurrence form CG 20 10 11 85 or an equivalent form providing coverage at least as broad.
2. To the fullest extent allowed by law e.g., California Insurance Code §11580.04, the policy shall be endorsed to include the City and its respective elected officials, officers, employees, agents, and representatives as additional insured.
3. The additional insured coverage for projects for which the Engineer's Estimate is \$1,000,000 or more shall include liability arising out of:
 - a) Ongoing operations performed by you or on your behalf,
 - b) your products,
 - c) your Work, e.g., your completed operations performed by you or on your behalf, or
 - d) premises owned, leased, controlled, or used by you.
4. The additional insured coverage for projects for which the Engineer's Estimate is less than \$1,000,000 shall include liability arising out of:
 - a) Ongoing operations performed by you or on your behalf,
 - b) your products, or
 - c) premises owned, leased, controlled, or used by you.

7-3.5.1.2 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.

7-3.5.1.3 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.

7-3.5.2 Commercial Automobile Liability Insurance.

- 7-3.5.2.1 Additional Insured.** Unless the policy or policies of Commercial Auto Liability Insurance are written on an ISO form CA 00 01 12 90 or a later version of this form or equivalent form providing coverage at least as broad, the policy shall be endorsed to include the City and its respective elected officials, officers, employees, agents, and representatives as additional insured, with respect to liability arising out of automobiles owned, leased, hired or borrowed by you or on your behalf. This endorsement is limited to the obligations permitted by California Insurance Code §11580.04.
- 7-3.6 Deductibles and Self-Insured Retentions.** You shall pay for all 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.
- 7-3.7 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.
- 7-3.8 Notice of Changes to Insurance.** You shall notify the City 30 Days prior to any material change to the policies of insurance provided under this Contract.
- 7-3.9 Excess Insurance.** Policies providing excess coverage shall follow the form of the primary policy or policies e.g., all endorsements.
- 7-3.10 Architects and Engineers Professional Insurance (Errors and Omissions Insurance).**
1. For Contracts with required engineering services (e.g., Design-Build, preparation of engineered Traffic Control Plans (TCP), and etc.) by you, you shall keep or require all of your employees or Subcontractors, who provide professional engineering services under this contract, Professional Liability coverage with a limit of \$1,000,000 per claim and \$2,000,000 annual aggregate in full force and effect.
 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 3 years after completion of the Project or termination of this 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 above.

7-4 WORKERS' COMPENSATION INSURANCE. DELETE in its entirety and SUBSTITUTE with the following:

7-4.1 Workers' Compensation Insurance and Employers Liability Insurance.

1. In accordance with the provisions of §3700 of the California Labor Code, 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 the requirements of this section.

2. Limits for this insurance shall be not less than the following:

<u>Workers' Compensation</u>	<u>Statutory Employers Liability</u>
Bodily Injury by Accident	\$1,000,000 each accident
Bodily Injury by Disease	\$1,000,000 each employee
Bodily Injury by Disease	\$1,000,000 policy limit

3. By signing and returning the Contract you certify that you are aware of the provisions of §3700 of the Labor Code which requires every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code and you shall comply with such provisions before commencing the Work as required by §1861 of the California Labor Code.

7-4.1.1 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.

7-8.6 Water Pollution Control. ADD the following:

1. Based on a preliminary assessment by the City, the Contract is subject to WPCP.

7-10.5.3 Steel Plate Covers. Table 7-10.5.3 (A), REVISE the plate thickness for 5'-3" trench width to read 1³/₄".

7-15 INDEMNIFICATION AND HOLD HARMLESS AGREEMENT. To the City Supplement, Paragraph (4), Sentence (3), DELETE in its entirety and SUBSTITUTE with the following:

Your duty to indemnify and hold harmless does not include any claims or liability arising from the established active or sole negligence, or willful misconduct of the City, its officers, or employees.

7-16 COMMUNITY LIAISON. To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

ADD:

7-16 COMMUNITY OUTREACH.

7-16.1 General.

1. To ensure consistency with the City's community outreach plan for the project, the City shall work with you to inform the public (which includes, but shall not be limited to, property owners, renters, homeowners, business owners, recreational users, and other community members and stakeholders) of construction impacts. Your efforts to mitigate construction impacts by communicating with the public require close coordination and cooperation with the City.
2. You shall perform the community outreach activities required throughout the Contract Time. You shall assign a staff member who shall perform the required community outreach services.
3. You shall closely coordinate the Work with the businesses, institutions, residents, and property owners impacted by the Project.
4. Your example duties include notifying businesses, institutions, and residents of the commencement of construction activities not less than 5 Days in advance, coordinating access for vehicular and pedestrian traffic to businesses, institutions, and residences impacted by the Project, reporting activities at all Project progress meetings scheduled by the Engineer, attending the Project Pre-construction meeting, attending 2 community meetings, responding to community questions and complaints related to your activities, and documenting, in writing, as well as logging in all inquiries and complaints received into the City's internal public contact tracking system.
5. You shall execute the Information Security Policy (ISP) Acknowledgement Form - For Non-City Employees within 15 Days of the award of the Contract if any of the following apply:

- a) Your contact information is made available on any outreach materials.
 - b) You will be the primary point of contact to resolve project related inquiries and complaints.
6. Electronic Communication.
- a) All inquiries and complaints shall be logged in to the City's internal public contact tracking system within 24 hours of receipt of inquiries and complaints.
 - b) Any updates or a resolution of inquiries and complaints shall be documented in the City's internal public contact tracking system within 24 hours.
 - c) Copies of email communications shall be saved individually on to the City's internal public contact tracking system in an Outlook Message Format (*.msg).
 - d) All graphics, photos, and other electronic files associated with inquiries and/or complaints shall be saved into the individual records, located within the City's internal public contact tracking system.

7-16.1.1 Quality Assurance.

- 1. During the course of community outreach, you shall ensure that the character of all persons that conduct community outreach (distributing door hangers, attending community meetings, interacting with the public, and etc.) on your behalf shall:
 - a. Have the ability to speak and comprehend English and/or Spanish, as appropriate for the community or public they are informing.
 - b. Possess and display easily verifiable and readable personal identification that identifies the person as your employee.
 - c. Have the interpersonal skills to effectively, professionally, and tactfully represent you, the project, and the City to the public.

7-16.1.2 Submittals.

- 1. You shall submit to the Resident Engineer, for review and approval, all drafts of letters, notices, postcards, door hangers, signs, mailing lists, proposed addresses for hand-delivery, and any other notices and letters that are to be mailed and or distributed to the public.
 - a. Prior to distributing or mailing, you shall submit final drafts of letters, notices, postcards, door hangers, signs, and any other notices and letters to the Resident Engineer for final review and

approval. Submit a PDF copy of the approved door hangers to the Engineer.

- b. After distributing or mailing, you shall submit verification of delivery and any copies of returned notices to the Resident Engineer. Submit a PDF copy of the approved letters and notices to the Engineer.
2. You shall use the City's internal public contact tracking system to identify and summarize communications (via phone, in person, and email) with the public within 24 hours of receipt, even if your response to the individual is still incomplete. You shall upload to the City's internal public contact tracking system copies of all written, electronic, and verbal communications and conversations with the public.

7-16.2 Community Outreach Services.

7-16.2.1 Public Notice by Contractor.

1. Post Project Identification Signs in accordance with 7-10.6.2, "Project Identification Sign".
2. Notify businesses, institutions, property owners, residents or any other impacted stakeholders, within a minimum 300 feet (90 m) radius of the Project, of construction activities and utility service interruptions not less than 5 Days in advance.
3. Furnish and distribute public notices in the form of door hangers using the City's format to all occupants and/or property owners along streets:
 - a. Where Work is to be performed at least 5 Days before starting construction or survey activities or impacting the community as approved by the Resident Engineer.
 - b. Within 5 Days of the completion of your construction activities where Work was performed, you shall distribute public notices in the form of door hangers, which outlines the anticipated dates of Asphalt Resurfacing or Slurry Seal.
 - c. No less than 48 hours in advance and no more than 72 hours in advance of the scheduled resurfacing.
4. Leave the door hanger notices on or at the front door of each dwelling and apartment unit and at each tenant of commercial buildings abutting each of the street block segments. Where the front doors of apartment units are inaccessible, distribute the door hanger notices to the apartment manager or security officer.

5. Door Hanger Material: You shall use Blanks/USA brand, Item Number DHJ5B6WH, 1¼ inch (31.8 mm) Holes (removed), 2-up Jumbo Door Hanger in Bristol White, or approved equal.
6. Mailed Notice Material: You shall use Cougar by Domtar, Item Number 2834, or approved equal.
7. For all Work on private property, contact each owner and occupant individually a minimum of 15 Days prior to the Work. If the Work has been delayed, re-notify owners and occupants of the new Work schedule, as directed by the Resident Engineer.
8. A sample of public notices is included in the Contract Appendix.

7-16.2.2 Communications with the Public.

1. Coordinate access for vehicular and pedestrian traffic to businesses, institutions, and residences impacted by the Project.
2. You shall provide updates on construction impacts to the Resident Engineer. You shall notify the Resident Engineer in advance about time-sensitive construction impacts and may be required to distribute construction impact notices to the public on short notice.
3. You shall incorporate community outreach activities related to construction impacts in the baseline schedule and update the Resident Engineer with each week's submittal of the Three-Week Look Ahead Schedule.
4. At the request of the Resident Engineer, you shall attend and participate in project briefings at community meetings.
5. You shall coordinate with the Resident Engineer on all responses and actions taken to address public inquiries and complaints within the 24 hours that they are received.

7-16.2.3 Communications with Media.

1. The City may allow members of the media access to its construction site(s) on a case-by-case basis only.
2. Occasionally, uninvited members of the media may show up at construction Sites. Members of the media (including, but not limited to newspapers, magazines, radios, television, bloggers, and videographers) do not have the legal right to be in the construction Site without the City's permission.
3. In the event that media representatives arrive near or on the construction Site(s), you shall keep them off the Site(s) in a courteous and professional manner until a Public Information Officer is available to meet them at an approved location.

4. You shall report all visits from members of the media to the Resident Engineer as quickly as possible so that the City's Public Information Officer can meet with the members of the media at the construction Site(s).
5. If the City allows members of the media to access a construction Site, you shall allow the City to escort the media representatives while they are on the construction Site and shall ensure their safety.
6. You shall require media representatives to sign in and out of the Site Visitor Log and to use personal protective equipment.
7. You have a right to speak to members of the media about your company and its role on the project. All other questions shall be referred to the City.

7-16.4 Payment.

1. The payment for the community outreach services shall be included in the Contract Price.

7-20 ELECTRONIC COMMUNICATION. ADD the following:

1. Virtual Project Manager will be used on this contract.

SECTION 9 - MEASUREMENT AND PAYMENT

9-3.2.5 Withholding of Payment. To the City Supplement, item 1, subsection i), DELETE in its entirety and SUBSTITUTE with the following:

- i) Your failure to comply with 7-2.3, "PAYROLL RECORDS" and 2-16, "CONTRACTOR REGISTRATION AND ELECTRONIC REPORTING SYSTEM".

ADD:

9-3.7 Compensation Adjustments for Price Index Fluctuations. To the City Supplement, subsection c), item 2, DELETE in its entirety and SUBSTITUTE with the following:

- 2) In the event of an overrun of Contract time, adjustment in compensation for asphalt binder included in estimates during the overrun period shall be determined using the California Statewide Crude Oil Price Index in effect on the first business day of the month within the pay period in which the overrun began.

ADD the following:

- e) This Contract is not subject to the provisions of The WHITEBOOK for Compensation Adjustments for Price Index Fluctuations for the paving asphalt.

SECTION 211-SOILS AND AGGREGATE TESTS

**ADD:
211-6**

AGRONOMIC SOILS TEST. Soil test shall be submitted to an approved and qualified laboratory. Testing methods should comply with the United States Department of Agriculture Handbook Publication No. 60, Methods of Soil Analysis published by the Soil Science Society of America and peer-viewed methods published in scientific journals. Evaluations and recommendations should be based on University of California publications and peer-viewed articles published in scientific journals.

The Resident Engineer shall appoint a representative to oversee soil sampling that may be required. The time, depth, location, and number of samples to be taken will be as per instructions from the Resident Engineer. A minimum of three representative samples shall be taken from random and varied locations of the project site that will receive turf, shrub, or tree planting. Samples should represent major conditions of exposed cut soils and fill soils. Sample from the top foot for turf and shrub areas and from the expected depth for large container stock. Label each sample for location/origin, type of soil condition visibly observed, and sampling depth. Laboratory report shall identify each sample with the same information. All samples taken shall be split into two samples, one half will be retained by the Resident Engineer. All samples shall be at least one pint in volume. All samples shall go to an approved soil-testing laboratory. Approved soil-testing laboratories are as follows:

Wallace Laboratories
365 Coral Circle
El Segundo, CA 90245
Phone: 310-615-0116
Fax: 310-640-6863

Or

Soil & Plant Laboratory
41 East Hunter Ave. Suite A,
Anaheim, CA 92807
Phone: (714) 282-8777
Fax: (714) 282-8575

The Contractor shall provide the Resident Engineer and the Landscape Architect with a copy of the written report by the approved laboratory.

All soil samples shall show the following information:

- Date of Testing
- Project Name
- The Contractor's Name
- Source of Materials and Supplier's Name
- Estimate of Quantity Needed
- Soil Gradation

- Soil Permeability
- Toxic Elements
- pH
- EC
- Organic Content
- Recommendations for adding amendments, chemical corrections, or both.
- Measurement of sodicity (Sodium Adsorption Ratio).
- Recommendations for soil leaching.
- Pounds of pre-plant fertilizer per 1,000 sq. ft. and recommended NPK analysis of fertilizer.
- Pounds of maintenance fertilizer per 1,000 sq. ft. and recommended NPK analysis of fertilizer.

Each soil analysis shall include written recommendations for soils treatments and soils amendments to be added based upon test results.

SECTION 212 - LANDSCAPE AND IRRIGATION MATERIALS

212-1.1.2 Class "A" Topsoil. To the City Supplement, Second paragraph, DELETE in its entirety and SUBSTITUTE with the following:

Second paragraph, first sentence, DELETE in its entirety and SUBSTITUTE with the following:

1. The Contractor shall submit to the Engineer within 14 days of the NTP the source and location of soil, a physical sample, and current test results analyzed within the previous 14 days by a third party independent agronomic laboratory. The test results shall show the following information:
 - a) Date of Testing
 - b) Project Name
 - c) The Contractor's Name
 - d) Source of Materials and Supplier's Name
 - e) Estimate of Quantity Needed
 - f) Soil Gradation
 - g) Soil Permeability
 - h) Toxic Elements
 - i) pH
 - j) EC (electrical conductivity)
 - k) Organic Content by % dry weight
 - l) Chloride
 - m) Recommendations for adding amendments, chemical corrections, or both, necessary to bring the soil into compliance with and to maintain these specifications.
2. Test results verifying conformance with this section shall have been obtained within 15 days before soil placement.
3. Test results from a minimum of 3 individual soil samples obtained after soil placement, by a third party independent agronomic

laboratory, will be required to verify conformance with this section. All soil samples shall be obtained, labeled and delivered to the laboratory under the direction of the Engineer. The test results reflecting compliance with these specifications shall be provided to the Engineer prior to planting.

4. No planting shall begin until the Engineer approves and acknowledges in writing that the test results confirm the agricultural suitability of the topsoil and compliance with these specifications. The Contractor shall submit a written request to the Engineer for approval to plant which shall be accompanied by a written report from a testing laboratory registered by the State for agricultural soil evaluation which states that the tested material complies with these specifications.
5. Third party independent laboratory tests shall be paid for by the Contractor.

To the City Supplement, third paragraph, subsection 3), DELETE in its entirety and SUBSTITUTE with the following:

- 3) Agricultural Suitability. The topsoil shall be suitable to sustain the growth of the plants specified and shall conform to the following requirements:
 - a) pH - 6.0 minimum to 7.5 maximum
 - b) EC (electrical conductivity) - 3.0 maximum
 - c) Organic Content (3.5 - 6.5% dry weight based upon organic carbon)
 - d) Low levels of Toxic Elements
 - e) Chloride - 150 ppm maximum

Topsoil which requires amending to comply with these specifications shall be uniformly blended prior to importation. Once blended, the Contractor shall provide the Engineer with documentation showing the amended soil stockpile location, and the quantity prepared and reserved for the Project and current test results of a minimum of 3 samples of that stockpile analyzed within the previous 14 days by a third party independent agronomic laboratory. The contractor shall continue amending and testing the soil until the test results reflect the soil is in compliance with these specifications. All soil samples shall be obtained, labeled and delivered to the laboratory under the direction of the Engineer. The test results reflecting compliance with these specifications shall be provided to the Engineer prior to the delivery of the topsoil.

The test results shall show the following information:

- a) Date of Testing
- b) Project Name
- c) The Contractor's Name
- d) Source of Materials and Supplier's Name
- e) Estimate of Quantity Needed
- f) Soil Gradation
- g) Soil Permeability

- h) Toxic Elements
- i) pH
- j) EC
- k) Organic Content by % dry weight
- l) Chloride
- m) Recommendations for adding amendments, chemical corrections, or both necessary to bring the soil into compliance with and to maintain these specifications.
- n) Measurement of sodicity (Sodium Adsorption Ratio).
- o) Recommendations for soil leaching.
- p) Pounds of pre-plant fertilizer per 1,000 sq. ft. and recommended NPK analysis of fertilizer.
- q) Pounds of maintenance fertilizer per 1,000 sq. ft. and recommended NPK analysis of fertilizer.

Each soil analysis shall include written recommendations for soils treatments and soils amendments to be added based upon test results. These recommendations shall include:

- Volume of soil amendment per 1,000 sq. ft. or cu. yd. of backfill mix.
- Pounds of gypsum per 1,000 sq. ft. of cu. yd. or backfill mix.
- Pounds of soil sulfur per 1,000 sq. ft. of cu. yd. or backfill mix.
- Pounds of iron sulfate per 1,000 sq. ft. or cu. yd. of backfill mix.
- Pounds of pre-plant fertilizer per 1,000 sq. ft. or cu. yd. of backfill mix and recommended NPK analysis of fertilizer.
- Pounds of soil polymers per 1,000 sq. ft or cu. Yd. of backfill mix.
- Recommendations for soil leaching
- Recommendation for tree drain installation
- Pounds of maintenance fertilizer per 1,000 sq. ft. and recommended NPK analysis of fertilizer.
- Recommendation for soil wetting agent and application rate.
- Percent of site soil-to-soil amendment in backfill mix.
- Whether or not soil polymers need to be added to soil.

If any of the above listed items are not recommended, the recommendation shall call for zero volume or zero poundage per 1,000 square feet. All soil test costs will be the responsibility of the Contractor.

212-1.1.3 Class "B" Topsoil. Paragraph 1 to City Supplement, before the first sentence, ADD the following:

The soil shall be tested for Part 3, agricultural suitability, in accordance with 212-1.1.2, "Class "A" Topsoil." The soils shall be amended in accordance with the recommendations included in the test results and as approved by the Engineer

212-1.2.5 Mulch. To the City Supplement, ADD the following to Type 10 Mulch (recycled): after the end of the last paragraph:

"Mulch" shall be 'Landscape Blend Mulch' available from Agriservice (El Corazon) or approved equal. Phone: 760-643-4071.

212-1.2.6 Inorganic Soil Amendments. After Gypsum ADD the following:

Soil Sulfur. Soil sulfur shall be 98% elemental sulfur.

ADD:

212-1.10 Herbicide. Pre-emergent herbicide shall be as determined by Contractor. The purpose of the pre-emergent herbicide is to control the growth of weeds within planter areas below the bark mulch layer. Contractor shall submit a sample label and Material Safety Data Sheet (MSDS) to the Resident Engineer for approval prior to purchase and applications.

Post-emergent herbicide shall be non-selective type for total control of undesirable vegetation, available as Roundup or approved substitution as determined by the Contractor. Contractor shall submit a sample label and Material Safety Data Sheet (MSDS) to the Resident Engineer for approval prior to purchase and applications.

Application shall be in accordance with precautions and rates suggested by the manufacturer.

212-2 IRRIGATION SYSTEM MATERIALS. Before the first paragraph, ADD the following:

Work included in these specifications shall consist of the furnishing of labor, tools, materials, permits, fees, appliances, taxes and other costs necessary for the installation of an automatic irrigation system in an acceptable operational condition as specified and shown on the project drawings.

Material List: Contractor shall furnish articles, equipment, materials, and processes specified by name in construction documents. No substitution shall be allowed without prior written approval by the City.

Complete material list shall be submitted prior to performing work.

Material list shall include manufacturer, model number, and description of materials and equipment to be used.

Equipment and materials provided without prior approval of the City may be rejected and Contractor required to remove such materials from the site at his own expense.

Acceptance of items, alternates and substitutes indicates only that the product(s) apparently meets requirements of contract documents based on information or samples submitted to the City.

Manufacturer's warranties shall not relieve Contractor of his liability under the guarantee. Such warranties shall only supplement the guarantee.

212-2.1 Pipe and Fittings.

212-2.1.1 General. Revise to read as follows:

Contractor shall furnish only new pipe and fittings of types designated on the Plans and in accordance with the specifications.

ADD:

212-2.1.7 Master Control Valve Normally Closed. The normally closed master valve, as noted on the plans, shall be solid brass construction with water-proof 24 VAC 3-way solenoid coil, self-cleaning orifice and one-piece molded construction diaphragm with integral O-ring seal reinforced with 600 lb. test fabric. The valve shall be slow closing to prevent water hammer and surge and shall operate on pressure up to 200 psi for ¾" though 2" valve sizes and 150 psi for 2-1/2 and 3" valve sizes.

ADD:

212-2.1.8 Master Control Valve Normally Open.

The normally open master valve, as noted on the plans, shall be composed of cast iron and bronze construction with watertight epoxy molded solenoid coil, and diaphragm-disc assembly guided by stainless steel stem in all positions. The valve shall be slow closing to prevent water hammer and surge and shall operate on pressure up to 200 psi for 1" though 2" valve sizes and 150 psi for 2-1/2 and 3" valve sizes.

212-2.2.7 Valve Boxes. To the City Supplement, ADD the following to the end of paragraph 1:

The Contractor shall rework the locking toggles of the concrete valve boxes by replacing the existing clevis pin and sheet metal clip with a marine-type stainless steel machine bolt and self-locking unit. Apply oil to lubricate and to prevent rust.

ADD:

212-2.2.17 Sand Encasement

Sand Encasement for all irrigation pipe, direct burial control wire and electrical conduit shall be clean plaster or mortar sand, as per section 200 of the Greenbook, with a minimum sand equivalent of 50.

ADD:

212-2.5 Equipment to be Furnished. Contractor shall provide the following to the City prior to final acceptance:

- (a) Five irrigation heads with nozzles (of each type used) for every 100 irrigation heads, or portions thereof, used.
- (b) 2 sets of special tools required for removing, disassembling and adjusting each type of sprinkler and valve supplied on this project.
- (c) 2 five ft. valve keys for operation of gate valves.
- (d) 2 valve keys for potable quick couplers.

212-3 ELECTRICAL MATERIALS.

ADD:

212-3.2.2.3 Trench Marker Tape. To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

- 1. Trench marker tape shall be installed in accordance with Standard Drawing SDM-105, "Warning/Identification Tape Installation".

ADD:

212-3.2.2.4 Wires in Pull Boxes. Wires in Pull Boxes shall be loose and shall not come within 3" from lid. Boxes shall be sized accordingly to accommodate this requirement.

ADD:

212-3.2.2.5 Wire Testing. Wire shall be tested for continuity, open circuits, and unintentional grounds prior to connecting to equipment. Any wiring that is defective shall be replaced at the Contractor's expense.

SECTION 300 – EARTHWORK

300-1.4 Payment. To the City Supplement, item 2, DELETE in its entirety and SUBSTITUTE with the following:

- 2. Payment for existing pavement removal and disposal of up to 12 inches thick, within the excavation e.g., trench limits, shall be included in the Bid item for the installation of the mains or the Work item that requires pavement removal.

300-2.1.1 Miscellaneous Grading Conditions. ADD the following:

Site Grading: Slope grades to prevent ponding. Finish subgrades to required elevations within the following tolerances:

- 1. Lawn or Unpaved Areas: Plus or minus 1 inch.
- 2. Walks: Plus or minus 1 inch.
- 3. Pavements: Plus or minus 1/2 inch.
- 4. Moisture Control: Uniformly moisten or aerate subgrade and each subsequent fill or backfill layer before compaction to within 2 percent of optimum moisture content.
- 5. Do not place backfill or fill material on surfaces that are muddy.

6. Remove and replace, or scarify and air-dry, otherwise satisfactory soil material that exceeds optimum moisture content by 2 percent and is too wet to compact to specified dry unit weight.

Compaction of Backfill and Fills:

1. Place backfill and fill materials in layers not more than 8 inches in loose depth for material compacted by heavy compaction equipment, and not more than 4 inches in loose depth for material compacted by hand-operated tampers.
2. Place backfill and fill materials evenly on all sides of structures to required elevations, and uniformly along the full length of each structure.
3. Compact soil to not less than the following percentages of maximum density of 90% compaction according to ASTM D 1557:
 - a) Under structures and building slabs scarify and recompact to a depth of forty two inches per the geotechnical report.
 - b) Under all other pavement, subgrade shall be scarified and recompact to a depth of twelve inches per the geotechnical report, unless indicated otherwise.

Slope Repair Grading: Site runoff shall not be permitted to flow over the tops of slopes. Positive drainage shall be established away from the top of slopes:

1. Permanent cut and fill slopes shall not be steeper than 2:1 (horizontal: vertical)
2. Compaction of the face of fill slopes shall be performed by backrolling at intervals of 4 feet or less in vertical slope height, or as dictated by the capability of the available equipment, whichever is less. Fill slopes shall be backrolled utilizing a conventional sheepsfoot-type roller.

SECTION 306 – UNDERGROUND CONDUIT CONSTRUCTION

306-1.6 Basis of Payment for Open Trench Installations. To the City Supplement, ADD the following:

8. Payment for imported backfill when the Contractor elects to import material from a source outside the project limits and when authorized by the Engineer shall be included in the lump sum price for project construction. The price shall include the removal and disposal of unsuitable materials.

SECTION 308 – LANDSCAPE AND IRRIGATION INSTALLATION

308-2 EARTHWORK AND TOPSOIL PLACEMENT.

308-2.1 General. ADD the following:

Moisture Content: Do not perform soil preparation and earthwork if soil moisture content is such that excessive soil compaction will result. Apply water to control dust, break up soil clods, and provide suitable moisture content for tilling and planting.

ADD

308-2.1.1 Equipment.

Equipment necessary for soil preparation, finish grading, and handling and placing of materials shall be available and in good working condition before starting work.

308-2.2 Trench Excavation and Backfill. REPLACE the last paragraph with the following:

Trenches shall not be backfilled, except to anchor pipe, until required tests are completed and accepted by the City. Pipe joints shall remain exposed until satisfactory completion of testing. Lateral trenches, and mainline trenches after initial sand backfill, shall be carefully backfilled with approved fine select material, consisting of loam, sandy clay, sand, and other approved materials-free from large clods of earth and stones. Backfill shall be mechanically compacted in landscaped areas to dry density equal to adjacent undisturbed soil in planting areas. Backfill shall conform to adjacent grades without settlement, sunken areas, humps, and other surface irregularities.

Flooding of trenches will be permitted only with approval of the City, in accordance with subsection 306-1.3.3.

If trench settlement occurs and subsequent adjustments in pipe, valves, sprinkler heads, drip emitters, planting, and other installations are necessary, then Contractor shall make required adjustments at no extra cost to the City.

ADD:

308-2.2.1 Trenching and Backfilling Under Paving.

PVC Schedule 40 sleeves shall be placed for irrigation pipe installed below paving.

Trenches located below paving (asphaltic concrete and concrete) shall be backfilled with sand (six inches above and below the pipe). Compact backfill in layers to 95% relative density (minimum) with manual or mechanical tamping devices.

Trenches shall be flush with adjoining subgrade. Contractor shall set in place, cap and pressure test piping under pavement prior to start of paving work.

Install piping under existing walks by jacking or boring. If cutting or breaking of sidewalks is necessary, then Contractor shall replace concrete walks at no extra cost to the Developer. Permission to cut or break sidewalks shall be obtained from the Resident Engineer. No hydraulic boring shall be permitted under concrete paving.

308-2.3 Topsoil Preparation and Conditioning.

308-2.3.2 Fertilizing and Conditioning Procedures. To the second paragraph, ADD the following:

Prior to beginning work of this section, Contractor shall submit to the Resident Engineer a written list of adjusted soil amendments, quantities and methods of application as recommended by Contractor-provided agronomic soil analysis report (Section 211-6, Agronomic Soils Tests).

Amendments are provided on plans for bidding purposes only. Actual types and quantities shall be based upon soil analysis provided by Contractor.

Planting and backfill mix for plant pits shall be per whitebook specifications section 308-4.5 and as follows per cubic yard:

- 60% - 80% of native soil
- 20% - 40% nitrogen stabilized organic amendment 'humic compost' by agriservice or approved equal
- 16 lbs gro-power plus
- 2 lbs. ferrous sulfate

Thoroughly blend the above at a central on-site location prior to use. The ferrous sulfate should not contact paving surfaces as staining will result.

- See specifications for additional topsoil import requirements for turf areas.

Bid mix for turf areas:

Soil amendments bid mix shall be the following per 1000 square feet:

- 4 cu. yds. nitrogen stabilized organic amendment 'kellog nitro mulch'
- 20 lbs. gro-power plus
- 100 lbs. gypsum

"soil prep" to be mixed into the top 6" of soil throughout the site except on slopes greater than 3:1.

Soil leaching specified are for bidding purposes only. Actual duration and soil amendments for leaching (if recommended by the contractor's provided soils report) will be based on soil analysis provided by the approved soils laboratory. Contractor shall furnish the owner's representative with a copy of the recommendations and receive written approval for leaching and amendments prior to the start of the leaching process.

Leaching:

-contractor shall assume one round of soil leaching and retesting of leached soil prior to planting. Prior to leaching; contractor to apply gypsum and leach for a minimum of two weeks.

Plant material shall be grown under climatic conditions similar to those of the project site.

ADD after the last paragraph:

Weed Control: Upon completion of the irrigation system and after existing weeds and growth have been removed from planting areas, weed abatement program shall begin. The weed abatement period may be waived or reduced with Engineer's written approval.

308-2.3.3 Top Soil in Turf Areas. Paragraph 1 of the City Supplemental, DELETE the last sentence and REPLACE with the following:

Class A topsoil, or Class C topsoil amended to meet Class A standards, shall then be placed to a depth of not less than 10" (300 mm) to finish grade.

308-4 PLANTING.

308-4.1 General. DELETE in its entirety and ADD the following:

1. Irrigation work shall be inspected and accepted prior to start of work of this Section.
2. Plant material quantities, species, and sizes shall be provided as shown on Plans. Plants shall be inspected and accepted by the City, including plants previously approved at the nursery, before removal from containers and excavating soil for planting holes.
3. Planting areas shall be irrigated to a minimum depth of six inches prior to planting installation. Planting pits shall be filled and water allowed to percolate a minimum of three times prior to planting installation. If water is not completely absorbed within 24 hours during any of the three percolation tests, contact the Resident Engineer for further instruction prior to planting.
4. Plant quantities on Plans are for Contractor's convenience only. Symbols shall take precedence over written numeric quantities.
5. Scarify sides of plant root balls with sharp tool to depth of one inch to girdle circular root growth prior to planting.

6. Planting shall be performed with materials, equipment, and procedures most favorable to establishment and growth of plants.
7. Containers shall be opened and removed so that plant root balls are not injured.

308-4.3 Layout and Plant Location. ADD the following:

If underground construction work and obstructions are encountered during the planting operations, alternate locations for plant material will be selected by the City. Plant relocation shall be performed at no extra cost to the Developer.

308-4.8.1 General. ADD the following:

All fine grading shall be completed and approved in a manner satisfactory to the Engineer.

In addition to any other certificates specified, the Contractor shall furnish a certificate with delivery of seed material stating the source; quantity; type of material; and that the material conforms to the specification requirement. A copy of this certificate shall be submitted to the Engineer prior to the start of the maintenance period.

Provide notification of the delivery schedule in advance so material may be inspected upon arrival at the job site. Remove unacceptable material from the job site immediately. Protect seed during delivery to prevent damage.

Planting sod shall not be done when the ground is muddy or in an unsatisfactory condition for planting.

ADD:

308-4.11 Mulching.

Spread mulch uniformly in planting areas as indicated on Plans, to a minimum depth of two (2) inches.

308-5 IRRIGATION SYSTEM INSTALLATION.

308-5.1 General. Between the second and third paragraph, ADD the following:

Existing Trees: If excavating adjacent to existing trees, Contractor shall exercise caution to avoid injury to trees and tree roots. Excavation near roots 1-1/2 inches and larger shall be done by hand. Tunnel under roots 1-1/2 inches and larger in diameter, except directly in the path of pipe and conduit. Roots shall be heavily wrapped with burlap to prevent scarring and excessive drying. If a trenching machine is run close to trees with roots smaller than 1-1/2 inches in diameter, wall of the trench adjacent to tree shall be hand trimmed, making clean cuts through roots. Trenches adjacent to trees should be closed within twenty-four hours; if not possible, side of the trench adjacent to the tree shall be kept shaded with burlap or canvas.

DELETE the last paragraph and REPLACE with the following:

Record and As-Built Drawings: Contractor shall provide and keep current complete "as-built" record set of bond prints. Record set shall be corrected daily and show every change from original drawings and specifications and precise locations, sizes, and kinds of equipment. Prints for this purpose may be obtained at cost from the City. Drawings shall be kept on site and shall be used only as a record set.

Drawings shall also serve as daily work progress sheets, and Contractor shall make neat and legible annotations as work proceeds, showing work as installed. Drawings shall be available at all times for inspection, and shall be kept in a location on site designated by the City.

Contractor shall provide Resident Engineer with "as-built" record drawings (marked in red) prior to final acceptance.

Contractor shall dimension from two (2) permanent points of reference (building corners, sidewalk, road intersections, etc.) locations of the following items:

- (a) Remote control valves
- (b) Routing of control wiring
- (c) Quick coupling valves
- (d) Ball valves and gate valves
- (e) Connection to existing water lines/water meter location
- (f) Connection to existing electrical power/automatic controller location
- (g) Other related equipment as directed by the City
- (h) Significant changes in routing of lateral lines from those indicated on the plans
- (i) Routing of pressure mainline piping (dimension every 100 feet along route)

On or before the date of final inspection, Contractor shall deliver corrected and completed as-builts to the City. Delivery of final as-builts shall not relieve Contractor of the responsibility of providing required information that may be omitted from the prints.

Controller Charts: As-built record drawings shall be approved by the City before Contractor prepares controller charts.

Provide two controller charts for each controller installed.

A reduced copy of the approved as-built irrigation plan, color coded by stations and laminated in plastic, shall be provided at 11x17 size (to Park and Recreation Department) and at the maximum size that will fit inside the controller enclosure at the time of final acceptance.

Charts shall be reduced plans of as-built systems. If control circuits are not legible when plans are reduced, then they shall be enlarged to a size that will be readable when reduced.

Charts shall be full color bond prints, and different colors shall be used to indicate area of coverage for each station.

After approval by the City, charts shall be hermetically sealed between two pieces of plastic—minimum 10 mils. thick each.

Charts shall be completed and approved by the City prior to final inspection of irrigation system.

Operation and Maintenance Manuals: Prepare and deliver to the City within ten calendar days prior to completion of construction, two hard cover binders with three rings containing the following information:

- (a) Index sheet stating Contractor's address and telephone number, list of equipment with name and address of local manufacturers' representatives.
- (b) Catalog and parts sheets on material and equipment installed under this contract.
- (c) Guarantee statement (refer to Subsection 308-7, Guarantee).
- (d) Complete operating and maintenance instruction manuals on major equipment.

In addition to required maintenance manuals, provide the City's maintenance personnel with instructions for major equipment and show evidence in writing to the City at the conclusion of the project that this service has been rendered.

308-5.6.3 Sprinkler Coverage Test. ADD the following:

After completion of irrigation system, and prior to planting, Contractor shall perform a coverage test in the presence of the City to determine whether coverage is complete and adequate. Contractor shall correct inadequate sprinkler coverage.

Adjustment of the System: Contractor shall flush and adjust sprinkler heads for optimum performance and to prevent overspray onto walks, roadways, and buildings.

If adjustments to irrigation equipment will provide better coverage and operation, then Contractor shall make such adjustments prior to planting. Adjustments may include changes in sprinkler nozzle sizes and degrees of arc. Adjustments to irrigation system equipment shall be made at no extra cost to the City.

Lowering raised sprinkler heads by the Contractor shall be accomplished within ten (10) days after notification by the City.

Sprinkler heads shall be set perpendicular to finished grades unless otherwise designated on the plans.

308-5.6.4 Operational Test. To the City Supplement, ADD the following:

Prior to final acceptance, the irrigation system shall be inspected by the City, and deficiencies shall be corrected by the Contractor.

The entire irrigation system shall be under full automatic operation for a period of seven (7) days prior to planting work.

The City reserves the right to waive or shorten the operation period.

308-6 MAINTENANCE AND PLANT ESTABLISHMENT.

ADD:

308-6.2 Rodent and Pest Control.

Rodents, insects, and other pests shall be controlled as necessary and by approved means. Restoration and repair of work areas disturbed by pest control shall be made by Contractor at no additional cost to the City.

Contractor shall immediately establish a program of pest, fungus, and weed control. Applications of pesticides, fungicides, and herbicides shall be made by operators licensed by the State of California Department of Food and Agriculture to perform such work. Materials used in this work shall be approved by State of California Department of Food and Agriculture and other agencies with jurisdiction.

308-8 PAYMENT. To the City Supplement, DELETE in its entirety.

SECTION 705 – WATER DISCHARGES

705-2.6.1 General. To the City Supplement, item 3, CORRECT reference to Section 803 to read “Section 703”.

705-2.6.3 Community Health and Safety Plan. To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

705-2.6.3 Community Health and Safety Plan. See 703-2, “Community Health and Safety Plan.”

SECTION 707 – RESOURCE DISCOVERIES

**ADD:
707-1.1**

Environmental Document. The City of San Diego Public Works department has prepared a **Notice of Exemption**, for **University Village Park Tot Lot**, Project No. **S-13005.01.01**, as referenced in the Contract Appendix. You must comply with all requirements of the Notice of Exemption as set forth in the Contract **Appendix A**.

Compliance with the City's environmental document shall be included in the Contract Price, unless bid item been provided.

END OF SUPPLEMENTARY SPECIAL PROVISIONS (SSP)

TECHNICALS

University Village Park Improvements

2

SUPPLEMENTAL CSI SPECIFICATIONS

SUPPLEMENTAL CSI SPECIFICATIONS

DIVISION 11 – EQUIPMENT

11 68 13 Playground Equipment

DIVISION 32- EXTERIOR IMPROVEMENTS

32 18 16 Playground Protective Surfacing

SECTION 11 68 13
PLAYGROUND EQUIPMENT

PART 1-GENERAL

1.01 SCOPE OF WORK

- A. Materials, labor and equipment for complete installation of play equipment as shown on the Plans.

1.02 RELATED SECTIONS

- A. 32 1816 PLAYGROUND PROTECTIVE SURFACING

1.03 QUALITY ASSURANCE

- A. Licensing: Contractor's license for play equipment installers shall be either "A" or "C61-D34."
- B. Contractor shall have demonstrated at least three years experience in installation of play equipment and resilient surfacing to recognized safety and workmanship standards.
- C. Contractor shall provide materials, install play equipment, and construct playground areas in accordance with the following standards and guidelines. In case of conflict, the most restrictive-and highest quality standards and guidelines shall apply to the work.
1. "Standard Consumer Safety Performance Specification for Playground Equipment for Public Use," ASTM F1487-98, published by the American Society for Testing and Materials (ASTM).
 2. "Standard Specification for Impact Attenuation of Surface Systems Under and Around Playground Equipment," ASTM F1292-99.
 3. "Standard Specification for Determination of Accessibility of Surface Systems Under and Around Playground Equipment," ASTM F1 951-99.
 4. U.S. Consumer Products Safety Commission, *Handbook for Public Playground Safety*, published by the Consumer Product Safety Commission (CPSC), latest edition.
 5. "Americans with Disabilities Act" Accessibility Guidelines (ADAAG).
 6. All products shall bear the certification seal of the International Play Equipment Manufacturers Association (IPEMA).
 7. All designs shall meet or exceed the Americans with Disabilities Act (ADA) "Final Accessibility Guidelines for Play Areas" regulations as published on October 18, 2000.
 8. All manufacturers must be ISO 9001 certified.
- D. References and Standards
- CPSC: Consumer Product Safety Commission
 - IPEMA: International Playground Equipment Manufacturers Association
 - ADA: Americans with Disabilities Act
 - ISO: International Organization for Standardization
- E. Installation of play equipment and resilient surfacing shall be in full conformance with California Administrative Code Title 24 disabled access requirements.

1.04 DELIVERY, STORAGE AND HANDLING

- A. Play area equipment and materials shall be ordered and delivered to the job site, and protected from construction operations and vandalism throughout the construction of the project.
- B. Damaged, vandalized or broken equipment and materials shall be cause for rejection as determined by the City's representative.

1.05 GUARANTEES AND WARRANTIES

- A. Contractor shall provide manufacturers' written certification that play equipment, resilient fill, and accessible resilient surfacing have been installed in accordance with manufacturers' recommendations and Contract Documents.
- B. Contractor shall provide the City with manufacturers' written warranties for accessible resilient surfacing and play equipment.
- C. The equipment manufacturer shall warrant material and workmanship against defects, from the date of shipment, for the period of time as follows:
 - a. LIMITED LIFETIME WARRANTY on all steel deck posts, clamping/fastening system and associated fastening hardware against structural failure caused by corrosion or deterioration from exposure to weather, or defective materials or defective workmanship.
 - b. LIMITED FIFTEEN (15) YEAR WARRANTY on main support materials and decks against structural failure caused by corrosion, defective materials or defective workmanship.
 - c. LIMITED TEN (10) YEAR WARRANTY on all steel playsystem components including railings, loops, and rungs against structural failure caused by defective materials or defective workmanship.
 - d. LIMITED TEN (10) YEAR WARRANTY on all rotomolded plastic against structural failure caused by defective materials or defective workmanship.
 - e. LIMITED ONE (1) YEAR WARRANTY on all products not listed above against structural failure caused by defective materials or defective workmanship.
- D. The Contractor shall guarantee installation workmanship for a period of one year from the date of Substantial Completion of the Project. The Contractor shall be responsible for coordinating manufacturer material warranty items with the manufacturer/distributor and for the installation of replacement material(s) at no additional cost to the owner.

PLAYGROUND EQUIPMENT

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- E. Provide copy of contractor's installation warranty on company letterhead.

1.06 SUBMITTALS

- A. Contractor shall provide the following materials for review and acceptance by the City's representative.
 - 1. Play equipment Product Data: The Contractor shall submit within ten (10) calendar days after receipt of Notice to Proceed, five (5) complete sets of the material and equipment submittals, including:
 - a. Play Equipment Manufacturer and Manufacturer's Representative's name(s) and address(s)
 - b. Plan view drawings with model numbers; descriptive labels (including component names,) deck heights, and notations of compliance with CPSC, ASTM F1487-98 and ADA.
 - c. Detailed component list with model numbers and catalog descriptions
 - d. Color Chart
 - e. Written material specifications for all components
 - f. IPEMA certification certificate from the IPEMA Website
 - g. Copy of Manufacturer Warranty in Certificate format
 - h. Copy of Manufacturer's ISO 9001 Certification
 - 2. Approval of the submittals shall be the Contractor's authorization to order the required material and equipment. There will be no deviation from the approved submittals without the written authorization of the Owner's representative.

1.07 STAKING

- A. Contractor shall provide staking and layout at the site for placement of play equipment. Safety zones shall be evaluated and accepted by the City's and manufacturer's representatives prior to play equipment installation.

1.08 SAFETY

- A. Contractor shall provide for the complete protection and closure of play areas during and after installation, throughout the maintenance period until final acceptance, and at no additional cost to the City. Any injury, claim or vandalism arising from the insufficient closure and protection of the play areas shall be responsibility of the Contractor.

1.09 AVAILABILITY AND ORDERING OF SPECIFIED ITEMS

- A. Availability: Verify prior to bidding that all specified items, including but not limited to play equipment, accessible resilient surfacing, structures, and park furnishings will be available in time for installation during orderly and timely progress of the work.

In the event specified item or items will not be available, notify the City prior to receipt of bids.

- B. Ordering: Specified items shall be ordered within 10 days of receipt of the "Notice To Proceed." Provide written evidence of timely ordering of specified items to the Resident Engineer.

PART 2-PRODUCTS

2.01 PLAY EQUIPMENT. Equipment shall be in accordance with Construction Plans and the following specifications, or approved substitution.

- A. 2-5 age Play Booster play structure shall be as specified on the plans, and shall include the following components:

PlayBooster		
Slides		
1	130798A	Double Swirl Poly Slide 48"Dk DB
1	123337A	Single Poly Slide 48" DK DB
Climbers W/Permalene Handholds		
2	152907C	Deck Link w/Barriers 3 Steps
Climbers Nature-Inspired		
1	169318C	Wood Plank Wiggle Ladder 48"Deck w/Recycled Wood-Grain Handholds DB
Bridges & Ramps		
1	114373A	Belt Bridge (42")
Enclosures		
3	169319A	Recycled Wood-Grain Lumber Panel
More Fun		
1	120901A	Grab Bar
Decks		
1	184354C	Curved Transfer Module Left 2-5yrs 48"Dk DB
5	111228A	Square Tenderdeck
1	185852A	Transfer Step w/2 Handloops DB
1	184354C	Curved Transfer Module Left 2-5yrs 48"Dk DB
5	111228A	Square Tenderdeck
1	185852A	Transfer Step w/2 Handloops DB
Posts		
3	111404G	100"Alum Post DB
16	111404D	124"Alum Post DB
1	111404H	92"Alum Post DB
Non Standard Product Charges		
5	TL 252	PB Hillscape Wide Bottom 48" deck climber- no HH.
5	TL 247	PB RPL Handhold Set w/ uniform Cedar 2x4's

PLAYGROUND EQUIPMENT

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- B. Freestanding play elements in the 2-5 age play area shall be, as specified on the plans, and shall include the following components:

Freestanding Play

Climbers

- 2 173908A Log Stepper 18"Height DB Only
3 173907A Log Stepper 8"Height DB Only

Kids In Motion

- 1 164075B Double Bobble Rider DB
1 152179A Saddle Spinner DB 12"Height
1 152179A Saddle Spinner DB 16"Height

Swings

- 1 177330A 5" Arch Swing Frame
8' Beam Height Only
1 177331A 5" Arch Swing Frame
Additional Bay 8' Beam Height Only
2 174018A Belt Seat
ProGuard Chains for 8' Beam Height
2 176038A Full Bucket Seat
ProGuard Chains for 8' Beam Height

Signs

- 1 182503A Welcome Sign (LSI Provided)
Ages 2-5 years Direct Bury

- 2.02 The layout shown in the plan view is based upon equipment and measurements from Coast Recreation. Acceptable manufacturer is Landscape Structures or approved equal. Other products may be considered equal if all of the parameters, specifications and design intent of the drawings are met. Mike Eisert at Coast Recreation can be contacted at (714) 619-0100 x206, or meisert@coastrecreation.net.
- 2.03 Playground equipment and modular units submitted for consideration shall be equivalent in design, layout, deck size, post size, clamping/fastening system, deck/slide/climber height, ADA accessibility, appearance, color and construction detail of the playground equipment, structure or modular unit, specified in the drawings. Reasonable variations in size/height (no more than +/- 5%) and manufacturers standard colors may be allowed at the owner's discretion. Color schemes are to match as closely as possible to the original specified colors. Play value and safety features of components must be equal or superior to specified design as judged by the owner or owner's representative.
- 2.04 Any expense of modification, adjustment or revision required to ensure compliance of furnished equipment to specified equipment and playground design shall be the sole expense and responsibility of the Contractor.
- 2.05 Designs and specifications are based upon equipment from Landscape Structures equipment. Equals will be considered against this standard of quality and design and will be determined at the owner's discretion.

PLAYGROUND EQUIPMENT

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PART 3 - EXECUTION

3.01 INSTALLATION

- A. Play equipment shall be installed in accordance with manufacturers' recommendations.
- B. Play equipment shall be completely surrounded by unobstructed safety zones as recommended by the manufacturers. Resilient play surfaces only shall be located within safety zones. Play equipment safety zones shall not overlap one another.
- C. Explicit installation instructions shall be provided by the manufacturer, which shall include detailed, scaled plan view; elevations; footing drawings and details; as well as, written instructions to assure proper installation of the playground equipment, structure or modular unit.
- D. Playground equipment must be installed by a manufacturer certified installer and be installed in accordance with the manufacturer's installation specifications. Installation crew leader must be CPSI certified. An independent inspector, provided by the Contractor, must inspect the final installation prior to acceptance. Independent inspector must be a Certified Playground Safety Inspector and not employed by the installer.
- E. Close Out: Contractor shall provide the owner with one copy of complete manufacturers installation instructions and maintenance kit. Each manufacturer sends at least two sets of installation manuals with each order. Additional sets of install instructions should be purchased from the manufacturer if originals are lost or damaged. It is the contractor's responsibility to secure the installation instructions from the installer.
- F. Clean up: The site shall be kept clean and free of tools, trash, debris and installation materials on a daily basis. Material may be stored on site during installation with appropriate protective measures and approval by the Owner's representative.

3.02 MAINTENANCE

- A. Contractor shall maintain play equipment, resilient fill, and accessible resilient surfaces throughout the maintenance period.
- B. Scratches, dents and other damage to play equipment resulting from Contractor's operations shall be repaired to original condition, or play equipment shall be replaced as determined by the City's representative.

END OF SECTION 116813

PLAYGROUND EQUIPMENT
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SECTION 32 18 16
PLAYGROUND PROTECTIVE SURFACING

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes:
1. Poured-in-Place Playground Surfacing System consisting of a polyurethane binder mixed with shredded tire buffings (SBR) to make up the Cushion Layer and EPDM granules mixed with an Aliphatic binder to make up the Wear Layer. Safety Surfacing to have a 7-year warranty.
 2. Excavation and subdrainage for safety surfacing

1.2 REFERENCES

- A. American Society for Testing and Materials (ASTM):
1. ASTM D412 Standard Test Methods for Vulcanized Rubber and Thermoplastic Rubbers and Thermoplastic Elastomers-Tension.
 2. ASTM D624 Standard Test Method for Tear Strength of Conventional Vulcanized Rubber and Thermoplastic Elastomers.
 3. ASTM C1028 Standard Test Method for Determining the Static Coefficient of Friction of Ceramic Tiles and other like Surfaces by the Horizontal Dynamometer Pull Meter Method
 4. ASTM D2859 Standard Test Method for Flammability of Finished Textile Floor Covering Materials.
 5. ASTM E303 Standard Test Method for Measuring Surface Frictional Properties Using the British Pendulum Tester.
 6. ASTM F1292-09 Standard Specification for Impact Attenuation of Surface Systems Under and Around Playground Equipment.
 7. ASTM F1951 Standard Specification for Determination of Accessibility of Surface Systems Under and Around Playground Equipment.

1.3 SYSTEM DESCRIPTION

- A. Performance Requirements: Provide a 2 layer rubber-urethane playground surfacing system which has been designed, manufactured and installed to meet the following criteria:
1. Shock Attenuation (ASTM F1292-09):
 - a. Gmax: Less than 200.
 - b. Head Injury Criteria: Less than 1000.
 - c. Flammability (ASTM D2859): Pass.
 - d. Tensile Strength (ASTM D412): 60 psi (413 kPa).
 - e. Tear Resistance (ASTM D624): 140%.
 - f. Water Permeability: 0.4 gal/yd²/second.
 - g. Accessibility: Comply with requirements of ASTM F1951.

1.4 SUBMITTALS

- A. General: Submit listed submittals in accordance with Conditions of the Contract and Division 1 Submittal Procedures Section.
- B. Product Data: Submit manufacturer's product data and installation instructions.
- C. Verification Samples: Submit manufacturer's standard verification samples of 6" x 6" minimum.
- D. Quality Assurance/Control Submittals: Submit the following:
 - 1. Certificate of qualifications of the playground surfacing installer.
 - 2. Closeout Submittals: Warranty documents.

1.5 QUALITY ASSURANCE

- A. Qualifications: Utilize an installer approved and trained by the manufacturer of the playground surfacing system, having experience with other projects of the scope and scale of the work described in this section.
- B. Certifications: Certified Installers will not be acceptable. Direct employees should be under the manufacturer's employ for a minimum of 180 days.
- C. International Play Equipment Manufacturers Association (IPEMA) certified.

1.6 DELIVERY, STORAGE & HANDLING

- A. General: Comply with Division 1 Product Requirement Section.
- B. Delivery: Deliver materials in manufacturer's original, unopened, undamaged containers with identification labels intact.
- C. Storage and Protection: Store materials protected from exposure to harmful environmental conditions and at a minimum temperature of 40 degrees F (4 degrees C) and a maximum temperature of 90 degrees F (32 degrees C).

1.7 PROJECT/SITE CONDITIONS

- A. Environmental Requirements: Install surfacing system when minimum ambient temperature is 40 degrees F (1 degree C) and maximum ambient temperature is 90 degrees F (32 degrees C). Do not install in steady or heavy rain.

1.8 WARRANTY

- A. Manufacturer's Warranty: Submit, for Owner's acceptance, manufacturer's standard warranty document executed by authorized company official. Manufacturer's warranty is in addition to, and not a limitation of, other rights Owner may have under contract documents.
- B. Proper drainage is critical to the longevity of the Poured-in-Place surfacing system. Inadequate drainage will cause premature breakdown of the poured system in affected areas; and void the warranty.
 - 1. Warranty Period: Seven (7) years from date of Substantial Completion, as determined by the Resident Engineer.

PART 2 - PRODUCTS

2.1 POURED-IN-PLACE PLAYGROUND SURFACING SYSTEM

- A. Manufacturer: Surface America, or approved equal.
1. Contact: Mike Eisert @ Coast Recreation 3151 Airway Ave, Suite A3
Costa Mesa, CA 92626; Telephone: (714) 619-0100 ex. 206; Fax: (714)
619-0106; E-mail: meisert@coastrecreation.net;
Manufacturers Website: <http://www.surfaceamerica.com/index.php>
Representatives Website: <http://www.coastrecreation.com/index.html>.
 2. Poured-in-place playground surfacing system, including the following:
 - a. Playbound Super-7
 - 1) Material: Urethane.
 - b. SpectraPour Supreme Basemat
 - 1) Material: Blend of 100% recycled SBR (styrene butadiene rubber) and urethane.
 - 2) Thickness: 3" or per playground equipment manufacturer, whichever is greater.
 3. SpectraPour Supreme Top Surface:
 - a. Material: Blend of EPDM granules and aliphatic urethane binder
 - b. Thickness: Nominal 1/2", minimum 3/8", maximum 5/8".
 - c. Color: Per Plan
 - d. Dry Static Coefficient of Friction (ASTM D2047): 1.0.
 - e. Wet Static Coefficient of Friction (ASTM D2047): 0.9.
 - f. Dry Skid Resistance (ASTM E303): 89.
 - g. Wet Skid Resistance (ASTM E303): 57.

2.2 PRODUCT SUBSTITUTIONS

- A. Other products may be considered equal if all of the parameters, specifications and design intent of the drawings are met
- B. Any substitutions submitted for consideration shall be equivalent in design, layout, ADA accessibility, appearance, color and construction detail of the playground surfacing specified in the drawings. Reasonable variations in size/height (no more than +/- 5%) and manufacturer's standard colors may be allowed at the owner's discretion. Color schemes are to match as closely as possible to the original specified colors. Play value and safety features of product must be equal or superior to specified design as judged by the owner or owner's representative.
- C. Any expense of modification, adjustment or revision required to ensure compliance of furnished equipment to specified equipment and playground design shall be the sole expense and responsibility of the Contractor.

- D. Designs and specifications are based upon products from Surface America. Equals will be considered against this standard of quality and design and will be determined at the owner's discretion.
- E. Submit a listing of at least 5 installations where products similar to that being specified (EPDM) and have been in service for a minimum of 1 year. List shall include: Owner, Address of installation, date of installation, owner contact person and phone number.
- F. A certificate of insurance shall be provided for poured-in-place surfacing for use as playground safety surfacing, covering general and product liability of not less than \$1,000,000 for each occurrence, \$2,000,000 general aggregate, with an excess/umbrella liability of \$20,000,000. The issuing underwrite shall be AA rated.
- G. State specific contractor's license under manufacturers name doing business in the State of California for a minimum of 5-years. (Licenses under other contractors name or from other states are NOT acceptable.)

2.3 MIXES

- A. Required mix proportions by weight:
 - 1. Basemat: 16+% urethane (as ratio: 14% urethane divided by 86% rubber). 14% urethane, 86% rubber (based on entire rubber & urethane mix).
 - 2. Top Surface: 22% urethane (ratio: 18% urethane divided by 82% rubber). 18% urethane, 82% rubber (based on entire rubber & urethane mix).

PART 3 - EXECUTION

3.1 MANUFACTURER'S INSTRUCTIONS

- A. Comply with the instructions and recommendations of the playground surfacing manufacturer.

3.2 EXAMINATION

- A. Substrate preparation must be in accordance with surfacing manufacturer's specification. New asphalt must be fully cured – up to 30 days. New concrete must be fully cured – up to 7 days.
- B. Proper drainage is critical to the longevity of the Poured-in-Place surfacing system. Inadequate drainage will cause premature breakdown of the poured system in affected areas; and void the warranty.

3.3 PREPARATION

- A. Surface Preparation: Using a brush or short nap roller, apply primer to the substrate perimeter and any adjacent vertical barriers such as playground equipment support legs, curbs or slabs that will contact the surfacing system at the rate of 300 ft²/gal.

3.4 INSTALLATION

- A. Do not proceed with playground surfacing installation until all applicable site work, including substrate preparation, fencing, playground equipment installation and other relevant work, has been completed.
- B. Basemat Installation:
 - 1. Using screeds and hand trowels, install the basemat at a consistent density of 29 pounds, 1 ounce per cubic foot (466 kg/m³) to the specified thickness.
 - 2. Allow basemat to cure for sufficient time so that indentations are not left in the basemat from applicator foot traffic or equipment.
 - 3. Do not allow foot traffic or use of the basemat surface until it is sufficiently cured.
- C. Primer Application: Using a brush or short nap roller, apply primer to the basemat perimeter and any adjacent vertical barriers such as playground equipment support legs, curbs or slabs that will contact the surfacing system at the rate of 300 ft²/gal (7.5 m²/L).
- D. Top Surface Installation:
 - 1. Using a hand trowel, install top surface at a consistent density of 58 pounds, 9 ounces per cubic foot (938 kg/m³) to a nominal thickness of 1/2" (12.7 mm).
 - 2. Allow top surface to cure for a minimum of 48 hours.
 - 3. At the end of the minimum curing period, verify that the top surface is sufficiently dry and firm to allow foot traffic and use without damage to the surface.
 - 4. Do not allow foot traffic or use of the surface until it is sufficiently cured.

3.5 PROTECTION

- A. Protect the installed playground surface from damage resulting from subsequent construction activity on the site.

END OF SECTION 32 18 16

SUPPLEMENTARY SPECIAL PROVISIONS

APPENDICES

APPENDIX A
NOTICE OF EXEMPTION

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 92101-2422

FROM: CITY OF SAN DIEGO
PUBLIC WORKS 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 NO.: S-13005.01.01

PROJECT TITLE: University Village Park Tot Lot

PROJECT LOCATION-SPECIFIC: The project is located at the existing University Village Park, which is at the northern corner of Cather Ave & Florey St., San Diego, CA 92122 (Council District 1).

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

DESCRIPTION OF NATURE AND PURPOSE OF THE PROJECT: This project will integrate a tot lot (small children's playground area), associated landscape improvements, and path of travel accessibility improvements at the existing, operational 4.64-acre University Village Park. Along with the tot lot, the project would add an accessible parking space on the street with an associated pedestrian and accessible path to the play area. One small existing street tree of marginal condition would be removed, and five larger shade trees within the project area will be protected in place. If construction occurs during the general avian breeding season (February 1 to September 15) a qualified biologist will conduct a nesting survey in compliance with the MBTA no more than 10 days prior to the disturbance of vegetation or soils. The project is consistent with the University Community Plan.

NAME OF PUBLIC AGENCY APPROVING PROJECT: City of San Diego

NAME OF PERSON OR AGENCY CARRYING OUT PROJECT: City of San Diego, Public Works; Contact: Mark Calleran
525 B Street, Suite 750 (MS 908A)
San Diego, CA 92101
(619) 533-5197

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))
(X) CATEGORICAL EXEMPTION: §15301 EXISTING FACILITIES and §15303 NEW CONSTRUCTION OR CONVERSION OF SMALL STRUCTURES
() STATUTORY EXEMPTION:

REASONS WHY PROJECT IS EXEMPT: The City of San Diego conducted an environmental review which determined that the improvements meet the criteria set forth in State CEQA Guideline §15301 "Existing Facilities" which allows for minor alteration of existing structures, facilities, mechanical equipment, or topographical features and §15303 "New Construction or Conversion of Small Structures" which allows for the construction, location and modification of small facilities and structures; and where the exceptions listed in CEQA §15300.2 would not apply in that no cumulative impacts were identified; no significant effects on the environment were identified; the project is not adjacent to a scenic highway; no historical resources would be affected by the action, and the project was not identified on a list of hazardous waste sites pursuant to §65962.5 of the Government Code.

LEAD AGENCY CONTACT PERSON: Nick Ferracone, Senior Planner

TELEPHONE: (619) 533-6678

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

Handwritten signature of Carrie Purcell
CARRIE PURCELL, PRINCIPAL PLANNER

Handwritten date: 11/10/15
DATE

CHECK ONE:

(X) SIGNED BY LEAD AGENCY

DATE RECEIVED FOR FILING AT OPR:

APPENDIX B
FIRE HYDRANT METER PROGRAM

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

1. **PURPOSE**

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

2. **AUTHORITY**

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

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

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

2.4 California Code of Regulations, Titles 17 and 22

2.5 California State Penal Code, Section 498B.0

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

2.7 Water Department Director

Reference

2.8 ~~State of California Guidance Manual for Cross Connection Programs~~

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

2.10 American Water Works Association Standards for Water Meters

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

3. **DEFINITIONS**

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

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

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

4. **POLICY**

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

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

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

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

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

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

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

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

4.6 Conditions and Processes for Issuance of a Fire Hydrant Meter

Process for Issuance

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

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

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

4.7 Relocation of Existing Fire Hydrant Meters

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

4.8 Disconnection of Fire Hydrant Meter

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

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for removal of the meter.

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

5. **EXCEPTIONS**

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

6. **MOBILE METER**

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

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

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

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

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

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

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7. **FEE AND DEPOSIT SCHEDULES**

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

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

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

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

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

**Larry Gardner
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>	<u>T.B.</u>	<u>G.B. (CITY USE)</u>
Specific Use of Water:		
Any Return to Sewer or Storm Drain, if so, explain:		
Estimated Duration of Meter Use: <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:	
Guarantees Payment of all Charges Resulting from the use of this Meter. <u>insures that employees of this Organization understand the proper use of Fire Hydrant Meter</u>			

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

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

City of San Diego, Field Engineering Div., 9485 Aero Drive, SD CA 92123		Contractor's Name:	
Project Name:		Contractor's Address:	
Work Order No or Job Order No.			
City Purchase Order No.		Contractor's Phone #:	Invoice No.
Resident Engineer (RE):		Contractor's fax #:	Invoice Date:
RE Phone#:	Fax#:	Contact Name:	Billing Period: (to

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

SUMMARY

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

**I certify that the materials
have been received by me in
the quality and quantity specified**

Resident Engineer

Construction Engineer

Retention and/or Escrow Payment Schedule

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

Contractor Signature and Date: _____

APPENDIX E
LOCATION MAP

APPENDIX F
SAMPLE OF PUBLIC NOTICES



PROJECT NAME

PROJECT NAME

The work will consist of:

- *Edit this information:* The construction work will include pot holing in the northbound curb lane of Torrey Pines Road between Coast Walk and Princess Street.

How your neighborhood may be impacted:

- *Edit this information:* Traffic delays due to lane closure.
- Two-way traffic will be maintained at all times.

Anticipated Construction Schedule

- *Edit this information:* The project upgrades for the entire neighborhood have been ongoing and now are scheduled to start on your street.
- The entire neighborhood project started in ____ and is anticipated to be complete in ____.

Hours and Days of Operation

- *Edit this information:* Monday to Friday (7:30 a.m. to 4 p.m.)

The work will consist of:

- *Edit this information:* The construction work will include pot holing in the northbound curb lane of Torrey Pines Road between Coast Walk and Princess Street.

How your neighborhood may be impacted:

- *Edit this information:* Traffic delays due to lane closure.
- Two-way traffic will be maintained at all times.

Anticipated Construction Schedule

- *Edit this information:* The project upgrades for the entire neighborhood have been ongoing and now are scheduled to start on your street.
- The entire neighborhood project started in ____ and is anticipated to be complete in ____.

Hours and Days of Operation

- *Edit this information:* Monday to Friday (7:30 a.m. to 4 p.m.)

For questions related to this work

Call: (619) 533-4207

Email: engineering@sandiego.gov

Visit: sandiego.gov/CIP

For questions related to this work

Call: (619) 533-4207

Email: engineering@sandiego.gov

Visit: sandiego.gov/CIP



This information is available in alternative formats upon request.



This information is available in alternative formats upon request.

APPENDIX G
WATER POLLUTION CONTROL PLAN

Water Pollution Control Plan (WPCP)

For

University Village Park Improvements

7150 Florey Street
San Diego, California 92122

Development Classification: Standard Development Project
Construction Site Storm Water Priority: Low

Prepared For:

City of San Diego, Public Works Department
525 "B" Street, Suite 908 MS 908A
San Diego, California 92101

Prepared By:

BWE

STRUCTURAL ENGINEERING · CIVIL ENGINEERING · SURVEYING · LAND PLANNING

 **BURKETT & WONG**
ENGINEERS

9449 Balboa Ave
San Diego, CA 92123
B&W Job #: 12133U.1.00

May 18, 2015

Contents

Section 1

WPCP Requirements

- Introduction
- Project Information
- Project Description
- Site Stormwater Drainage Patterns

Section 2

Source Control

- Potential Construction Site Pollutants
- Non-stormwater Discharges and Material Maintenance

Section 3

Best Management Practices

- Erosion Control and Sediment Control
- Non-Storm water and Material Management
- BMP Maintenance

Appendices

Appendix A:

- Vicinity Map
- Water Pollution Control Drawings (WPCD)

Appendix B:

- Construction Activities, Materials Used and Associated Pollutants List

Section 1 WPCP Requirements

This WPCP has been prepared to comply with the City of San Diego Storm Water Standards, Appendix G, dated January 20, 2012. This project disturbs less than 1 acre but has potential to impact stormwater quality during construction. The City of San Diego requires the project owner to prepare and adhere to a Water Pollution Control Plan (WPCP). The WPCP identifies all construction Best Management Practices (BMPs) requirements to be implemented during construction to reduce/eliminate discharges of pollutants to the storm drain conveyance systems and to prevent erosion and sedimentation. The WPCP shall be implemented concurrently with the start of ground disturbing activities.

The Contractor shall designate a WPCM who shall be the primary contact for issues related to the WPCP or its implementation. The WPCM must be appropriately trained. The WPCM is responsible for WPCP modifications and amendments, and is responsible for the implementation and adequate functioning of various water pollution control practices employed. The WPCM is to ensure that all subcontractors are properly trained, site personnel are capable of managing materials properly, preventing spills, and implementing BMPs efficiently and correctly.

Project Information

Project Address:

7150 Florey Street
San Diego, CA 92122

Project Size (acres) including staging area: 0.18 acres

Area of Disturbed Soil: 0.60 acres

Property Owner Information:

Owner's name: City of San Diego Public Works Department
Address: 525 "B" Street, Ste 908A, San Diego, CA 92123
Phone: 619-533-5197

Contractor Information:

Name:
Address:
Phone:
Email:
Water Pollution Control Manager (WPCM):

Estimated Project Start Date: 09/15/2015

Estimated Project Duration: 4 months

Project Description:

The project site is located on the southern corner of the existing University Village Park, north of the Florey Street and Cather Avenue intersection, within the University City Community of San Diego, CA. The proposed project consists of adding a new playground tot lot area and associated ADA path of travel hardscape improvements to the existing park. The proposed tot lot is mainly comprised of sand and rubberized play areas with a 6' wide concrete walkway around the perimeter, ADA paths of travel from Florey Street and Cather Avenue to the tot lot, new landscaping and restoration of existing turf within the project limits. Anticipated construction activities include, but are not limited to, demolition, clearing and grubbing, minor grading, concrete paving, and landscaping. Refer to the Water Pollution Control Drawings (WPCD) in Appendix A.

Site Stormwater Drainage Patterns:

The project is located within the Los Penasquitos Hydrologic Unit (HU 906) of the San Diego Region. The Penasquitos Hydrologic Unit is a triangular shaped area of about 108,800-acre (170 square miles) extending from Poway to La Jolla. The project site is located within the 25,180-acre (39 square miles) Miramar Hydrologic Area (HA 906.40). The Miramar HA flows to the southwest to Mission Bay through Rose Creek.

The existing site topography within the development footprint is relatively flat and generally slopes from north to southeast and southwest. The runoff originating from the site sheet flows towards the street gutters of Florey Street and Cather Avenue, where runoff is ultimately conveyed to an existing storm drain inlet within Florey Street, north and east of the project site. From the existing curb inlet, runoff discharges into the existing canyon through the City's storm drain system. The runoff originating from the remaining portion of the site which is not disturbed by this development, also surface flows into the existing canyon. The existing canyon located along the westerly boundary of the site is tributary to the Rose Creek, which ultimately discharges into the Mission Bay via Rose Creek.

The proposed drainage patterns will mimic existing drainage patterns, and will not change the discharge locations. Adjacent streets continue to receive the runoff from the site in the proposed condition. Sidewalk underdrains are used to discharge runoff originated from the site where feasible.

Refer to the WPCD in Appendix A.

Section 2 Source Control

Potential Construction Site Pollutants

A preliminary list of potential pollutant sources has been compiled and is included in Appendix B. The WPCM shall assess the list of potential pollutant sources and amend the list as necessary to include all non-visible pollutants that are known, or should be known, to occur on this construction site. The WPCM shall amend the Water Pollution Control Drawings (WPCD) in Appendix A as necessary to address the actual pollutant sources used by the contractor. The Site Map shall also be amended by the WPCM when, including but not limited to, the contractor chooses and/or changes his materials storage areas, stockpile locations, and construction entrances and exits.

The WPCM shall also identify, on the Site Maps, any areas of the site where additional BMPs are necessary to reduce or prevent pollutants in storm water discharges and authorized non-storm water discharges. The WPCM shall do the following to determine whether additional BMPs are necessary:

- a. Consider the quantity, physical characteristics (e.g., liquid, powder, solid), and locations of each potential pollutant source handled, produced, stored, recycled, or disposed of at the site.
- b. Consider the degree to which pollutants associated with those materials may be exposed to and mobilized by contact with storm water.
- c. Consider the direct and indirect pathways that pollutants may be exposed to storm water or authorized non-storm water discharges. This shall include an assessment of past spills or leaks, non-storm water discharges, and discharges from adjoining areas.
- d. Ensure effectiveness of existing BMPs to reduce or prevent pollutants in storm water discharges and authorized non-storm water discharges.

Good Site Management "Housekeeping" measures shall be implemented for construction materials, waste management, vehicle storage & maintenance, landscape materials, and potential pollutant sources that could potentially be a threat to water quality if discharged. The minimum measures shall include, but are not limited to, the following:

- a. Conduct an inventory of the products used and/or expected to be used and the end products that are produced and/or expected to be produced. This does not include materials and equipment that are designed to be outdoors and exposed to environmental conditions (i.e. poles, equipment pads, cabinets, conductors, insulators, bricks, etc.).
- b. Cover and berm loose stockpiled construction materials that are not actively being used (i.e. soils, spoils, aggregate, fly-ash, stucco, hydrated lime, stockpiled waste, mulches, topsoil, etc.).
- c. Implement BMPs to prevent the off-site tracking of loose construction and landscape materials
- d. Contain all fertilizer and other landscape materials when they are not being actively used
- e. Discontinue the application of any erodible landscape material within two days before a forecasted rain event or during periods of precipitation

- f. Apply erodible landscape material quantities and application rates according to manufacturer recommendations or based on written specifications by knowledgeable and experienced field personnel
- g. Stack erodible landscape material on pallets and covering or storing such materials when not being used or applied.
- h. Dischargers shall implement good housekeeping measures on the construction site to control the air deposition of site materials and from site operations.

Non-Stormwater Discharges

All non-stormwater discharges shall be identified (where not otherwise required to be under a Regional Water Quality permit) and that discharges be eliminated, controlled, or treated. Potential sources for non stormwater discharges may include, but may not be limited to:

- Dewatering Operations
- Paving and Grinding Operations
- Illicit Connection/Discharge
- Potable Water/Irrigation
- Vehicle/Equipment Cleaning
- Vehicle/Equipment Fueling

Appendix B includes a more detailed list of potential pollutant sources and shall be amend by the WPCM to reflect actual construction site materials and operations. Any BMPs that are necessary to reduce or prevent pollutants in non-storm water discharges shall be implemented by the WPCM.

Section 3

Best Management Practices

BMPs shall be implemented, modified, and maintained by the WPCM to reflect the phase of construction and weather conditions.

Erosion Control and Sediment Control

Erosion control, also referred to as soil stabilization, consists of source control measures that are designed to prevent soil particles from detaching and becoming transported in storm water runoff. Soil stabilization BMPs protect the soil surface by covering and/or binding soil particles. In the event of soil erosion, sediment control measures are necessary to prevent soil particles from being conveyed offsite and into receiving waters and storm drainage systems. This project will incorporate a system of erosion and sediment control BMPs that are effective and result in the reduction or elimination of sediment related pollutants in storm water discharges and authorized non-storm water discharges from construction activity to the BAT/BCT standard. The following are minimum erosion and sediment control BMP measures required:

1. Erosion Control consists of using project scheduling and planning to reduce soil or vegetation disturbance (particularly during the rainy season), preventing or reducing erosion potential by diverting or controlling drainage, as well as preparing and stabilizing disturbed soil areas. Erosion control BMPs that can be used to fulfill these objectives are shown in Table 3A. Dischargers shall practice the following when preparing erosion control BMPs:
 - a. Implement effective wind erosion control.
 - b. Provide effective soil cover for inactive areas and all finished slopes, open space, utility backfill, and completed lots.
 - c. Limit the use of plastic materials when more suitable, environmentally friendly alternatives exist. Where plastic materials are deemed necessary, the discharger shall consider the use of plastic materials resistant to solar degradation.

2. Sediment Control BMPs include those practices that intercept and slow or detain the flow of storm water to allow sediment to settle and be trapped. Sediment control BMPs are listed in Table 3B. Dischargers shall practice the following when preparing sediment control BMPs:
 - a. Establish and maintain effective perimeter controls to sufficiently control erosion and sediment discharges from the site.
 - b. Ensure that all storm drain inlets and perimeter controls, runoff control BMPs, and pollutant control at entrances and exits (E.G. tire washoff locations) are maintained and protected from activities that reduce their effectiveness.*

3. Tracking Control consists of preventing or reducing the tracking of sediment off-site by vehicles leaving the construction area. Tracking control BMPs are listed in Table 3C. Street Sweeping and Vacuuming are also tracking control practices that are required. In addition to these practices, the Discharger must also:
 - a. Establish and stabilize all construction entrances and exits to sufficiently control erosion and sediment discharges from the site.

4. Run-on and Runoff Controls

- a. Dischargers shall effectively manage all run-on, all runoff within the site and all runoff that discharges off the site. Run-on from offsite shall be directed away from all disturbed areas when possible.

Table 3A below indicates the soil stabilization BMPs that shall be implemented to control erosion on the construction site. Locations and details of temporary soil stabilization BMPs are shown on the BMP WPCD in Appendix A. The construction BMP ID numbers correspond to the CASQA construction BMP fact sheets.

TABLE 3A: TEMPORARY EROSION CONTROL (SOIL STABILIZATION) BMPs				
CONSTRUCTION BMP ID NO.	BMP NAME	BMP USED		NOTES
		YES	NO	
EC-1	Scheduling	X		Scheduled construction activities reduces the amount & duration of soil exposure
EC-2	Preservation of Existing Vegetation	X		The site is previous developed with mostly pervious surfaces. Protect ex landscape to the maximum extent practicable.
EC-3	Hydraulic Mulch		X	
EC-4	Temporary Hydroseeding	X		As needed per Landscape Plans
EC-5	Temporary Soil Binders		X	
EC-6	Temporary Erosion Control (Straw Mulch with Stabilizing Emulsion)		X	
EC-7	Geotextiles & Mats		X	
EC-8	Temporary Mulch (Wood)		X	
EC-9	Earth Dikes & Drainage Swales		X	
EC-10	Velocity Dissipation Devices		X	
EC-11	Slope Drains		X	
EC-12	Streambank Stabilization		X	N/A
EC-13	Reserved (Formerly PAM)		X	N/A
EC-14	Compost Blankets		X	

EC-15	Soil Preparation/Roughening		X	
EC-16	Non-Vegetative Stabilization		X	

Sediment Control BMP implementation Tables 3B-3D indicate the BMPs that shall be implemented to control sediment on the construction site. Implementation and locations of temporary sediment control BMPs are shown in the WPCD in Appendix A.

TABLE 3B: TEMPORARY SEDIMENT CONTROL BMPs				
CONSTRUCTION BMP ID NO	BMP NAME	BMP USED		NOTES
		YES	NO	
SE-1	Temporary Silt Fence	X		Use around construction perimeter to prevent sediment runoff. Contractor can use gravel bags or fiber rolls as an alternate method.
SE-2	Temporary Sediment Basin		X	N/A
SE-3	Temporary Sediment Trap		X	N/A
SE-4	Temporary Check Dam		X	N/A
SE-5	Temporary Fiber Rolls	X		Use around construction perimeter, disturbed soil areas, slopes, and stockpiles
SE-6	Temporary Gravel Bag Berm	X		Use around construction perimeter, disturbed soil areas, drain inlets, and along curbs.
SE-7	Street Sweeping & Vacuuming	X		Use to remove all tracked sediment on paved surfaces or public streets.
SE-8	Temporary Sandbag Barrier		X	
SE-9	Temporary Straw Bale Barrier		X	
SE-10	Temporary Drain Inlet Protection	X		Protect existing downstream catch basins and/or curb inlets.
SE-11	Active Treatment Systems		X	N/A
SE-12	Temporary Silt Dike		X	

SE-13	Compost Socks and Berms		X	
SE-14	Biofilter Bags		X	

TABLE 3C: TEMPORARY TRACKING CONTROL BMPs

CONSTRUCTION BMP ID NO	BMP NAME	BMP USED		NOTES
		YES	NO	
SE-7	Street Sweeping & Vacuuming	X		Use to remove all tracked sediment on paved surfaces or public streets.
TC-1	Stabilized Construction Entrance/Exit	X		Provide construction entrance as needed.
TC-2	Stabilized Construction Roadway		X	Not applicable. Existing site is almost entirely paved & adjacent streets are paved
TC-3	Entrance/Outlet Tire Wash		X	Use alternative tracking control BMP TC-1

TABLE 3D: TEMPORARY WIND EROSION CONTROL BMPs

CONSTRUCTION BMP ID NO	BMP NAME	BMP USED		NOTES
		YES	NO	
WE-1	Wind Erosion Control	X		Use on all areas of exposed soil
EC-8	Wood Mulching		X	
EC-14	Compost Blanket		X	
EC-16	Non-Vegetative Stabilization		X	

Non-Storm water and Material Management

All non-stormwater discharges shall be identified (where not otherwise required to be under a Regional Water Quality permit) and that discharges be eliminated, controlled, or treated. Tables 3E & 3F identify non-storm water BMPs that shall be implemented to effectively reduce pollutants associated with material storage, material use, waste management and to reduce/properly manage "non-storm water" that is used or generated on site.

TABLE 3E: NON-STORM WATER MANAGEMENT POLLUTION CONTROL BMPS				
CONSTRUCTION BMP ID NO	BMP NAME	BMP USED		NOTES
		YES	NO	
NS-1	Water Conservation Practices	X		Use to reduce or eliminate non-stormwater discharges
NS-2	Dewatering Operations		X	
NS-3	Paving and Grinding Operations	X		Use at all areas with new concrete or asphalt pavement scope
NS-4	Temporary Stream Crossing		X	N/A
NS-5	Clear Water Diversion		X	N/A
NS-6	Illicit Connection and Illicit Discharge	X		Educate all employees to identify and report and illegal construction activities
NS-7	Potable Water/ Irrigation	X		Use at all areas of discharge from potable or irrigation water lines
NS-8	Vehicle and Equipment Cleaning		X	Vehicle and Equipment Cleaning is prohibited on site
NS-9	Vehicle and Equipment Fueling		X	Vehicle and Equipment fueling is prohibited on site
NS-10	Vehicle and Equipment Maintenance		X	Vehicle and Equipment maintenance is prohibited on site
NS-11	Pile Driving Operations		X	
NS-12	Concrete Curing	X		Use at all areas that require curing compound removal
NS-13	Concrete Finishing	X		Use at all areas that require final surface finish appearances
NS-14	Material Over Water		X	

NS-15	Demolition Over or Adjacent to Water		X	
NS-16	Temporary Batch Plants		X	

TABLE 3F: WASTE MANAGEMENT AND MATERIALS POLLUTION CONTROL BMPS

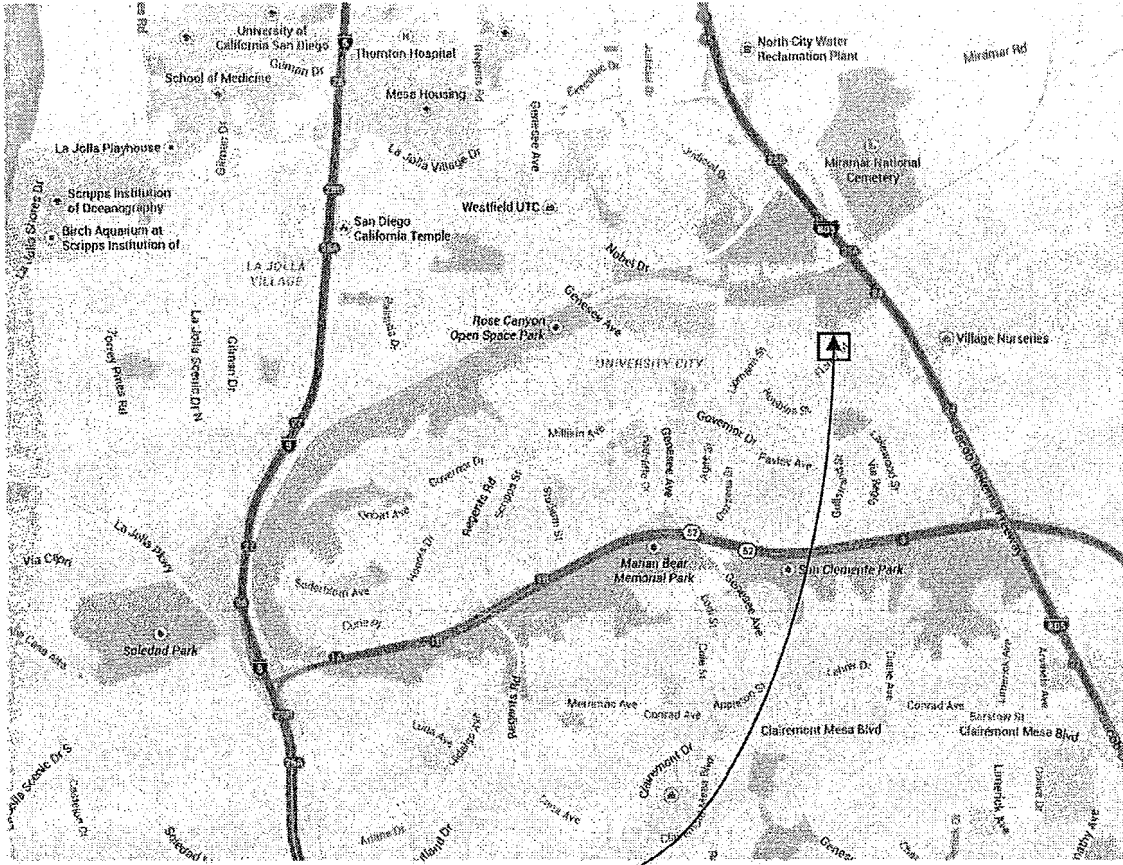
CONSTRUCTION BMP ID NO	BMP NAME	BMP USED		IF USED OR NOT, STATE REASON
		YES	NO	
WM-1	Material Delivery and Storage	X		Use proper material delivery & storage practices
WM-2	Material Use	X		
WM-3	Stockpile Management	X		Stockpiles should be protected during rain events and when inactive for more than 14 days.
WM-4	Spill Prevention and Control	X		Waste storage areas shall be kept clean & equipped with ample cleaning supplies
WM-5	Solid Waste Management	X		Construction dumpsters shall remain covered when not in use during the work day. Cover dumpsters at the end of the day and during rain events
WM-6	Hazardous Waste Management	X		Handle and dispose of hazardous waste legally and properly
WM-7	Contaminated Soil Management		X	Contaminated soils are not anticipated
WM-8	Concrete Waste Management	X		Concrete washout areas shall be located on-site away from drainage and traffic circulation areas
WM-9	Sanitary/Septic Waste Management	X		Locate portable sanitary facilities away from drainage & traffic circulation areas. Monitor at least weekly for good working order.
WM-10	Liquid Waste Management	X		May use to reduce or eliminate non-storm water discharges from line flushing & potable or irrigation water sources. There are no proposed drilling slurries or drilling fluids

BMP Maintenance

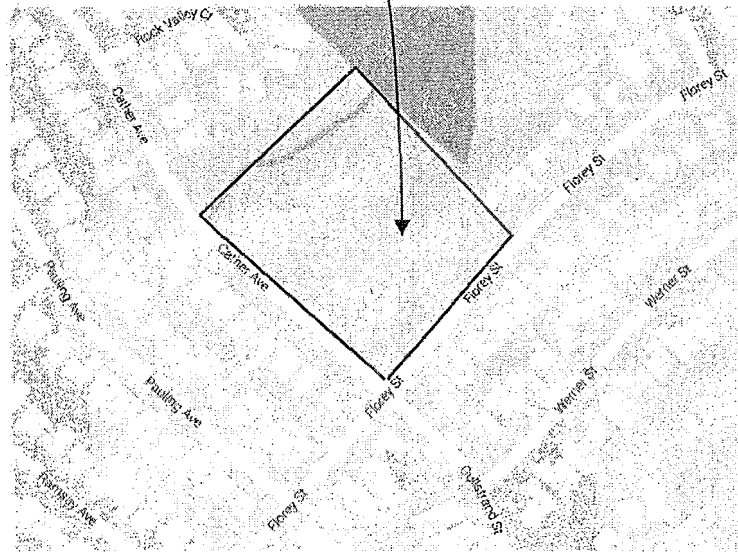
BMPs must be maintained during the course of normal construction activities. Routine inspections of all BMPs are encouraged. At a minimum, BMPs are recommended to be inspected before and after all runoff producing rain events. BMPs found to be damaged or ineffective shall be replaced immediately.

WPCP Appendix A

Vicinity Map
Water Pollution Control Drawings



SITE LOCATION



VICINITY MAP



IMAGERY MAP

WPCP Appendix B

Construction Activities, Materials Used and Associated Pollutants List

Appendix B

Construction Activities, Materials Used and Associated Pollutants List

Category	Construction Site Material	Visually Observable?	Pollutant Indicators ²	Suggested Analyses Field ³	Laboratory
Asphalt Products	Hot Asphalt	Yes - Rainbow Surface or Brown Suspension	Visually Observable - No Testing Required		
	Asphalt Emulsion				
	Liquid Asphalt (tack coat)				
	Cold Mix				
	Crumb Rubber	Yes – Black, solid material	Visually Observable - No Testing Required		
	Asphalt Concrete (Any Type)	Yes - Rainbow Surface or Brown Suspension	Visually Observable - No Testing Required		
Cleaning Products	Acids	No	pH Acidity Anions (acetic acid, phosphoric acid, sulfuric acid, nitric acid, hydrogen chloride)	pH Meter Acidity Test Kit	EPA 150.1 (pH)
					SM 2310B (Acidity)
					EPA 300.0 (Anion)
	Bleaches	No	Residual Chlorine	Chlorine	SM 4500-CL G (Res. Chlorine)
	Detergents	Yes - Foam	Visually Observable - No Testing Required		
	TSP	No	Phosp	Phosphate	EPA 365.3 (Phosphate)
	Solvents	No	VOC	None	EPA 601/602 or EPA 624 (VOC)

			SVOC	None	EPA 625 (SVOC)
Portland Concrete Cement & Masonry Products	Portland Cement (PCC)	Yes - Milky Liquid	Visually Observable - No Testing Required		
	Masonry products	No	pH	pH Meter Alkalinity or Acidity Test Kit	EPA 150.1 (pH)
			Alkalinity		SM 2320 (Alkalinity)
	Sealant (Methyl Methacrylate - MMA)	No	Methyl Methacrylate	None	EPA 625 (SVOC)
			Cobalt		EPA 200.8 (Metal)
			Zinc		
	Incinerator Bottom Ash Bottom Ash Steel Slag Foundry Sand Fly Ash Municipal Solid Waste	No	Aluminum Calcium Vanadium Zinc	Calcium Test	EPA 200.8 (Metal) EPA 200.7 (Calcium)
	Mortar	Yes - Milky Liquid	Visually Observable - No Testing Required		
	Concrete Rinse Water	Yes - Milky Liquid	Visually Observable - No Testing Required		
	Non-Pigmented Curing Compounds	No	Acidity	pH Meter Alkalinity or Acidity Test Kit	SM 2310B (Acidity)
Alkalinity			SM 2320 (Alkalinity)		
pH			EPA 150.1 (pH)		
VOC			EPA 601/602 or EPA 624 (VOC)		
SVOC			EPA 625 (SVOC)		
Landscaping and Other Products	Aluminum Sulfate	No	Aluminum	TDS Meter Sulfate	EPA 200.8 (Metal)
			TDS		EPA 160.1 (TDS)
			Sulfate		EPA 300.0 (Sulfate)

Sulfur-Elemental	No	Sulfate	Sulfate	EPA 300.0 (Sulfate)	
Fertilizers-Inorganic ⁴	No	Nitrate	Nitrate	EPA 300.0 (Nitrate)	
		Phosphate	Phosphate	EPA 365.3 (Phosphate)	
		Organic Nitrogen	None	EPA 351.3 (TKN)	
		Potassium	None	EPA 200.8 (Metal)	
		TOC	Nitrate	EPA 415.1 (TOC)	
Nitrate	EPA 300.0 (Nitrate)				
Organic Nitrogen	EPA 351.3 (TKN)				
COD	EPA 410.4 (COD)				
Natural Earth (Sand, Gravel, and Topsoil)	Yes - Cloudiness and turbidity	Visually Observable - No Testing Required			
Herbicide	No	Herbicide	None	Check lab for specific herbicide or pesticide	
Pesticide		Pesticide			
Lime		Alkalinity	pH Meter Alkalinity or Acidity Test Kit	SM 2320 (Alkalinity)	
		pH		EPA 150.1 (pH)	
Painting Products	Paint	Visually Observable - No Testing Required			
	Paint Strippers	No	VOC	None	EPA 601/602 or EPA 624 (VOC)
			SVOC	None	EPA 625 (SVOC)
	Resins	No	COD	None	EPA 410.4 (COD)
			SVOC		EPA 625 (SVOC)
Sealants	No	COD	None	EPA 410.4 (COD)	

	Solvents	No	COD	None	EPA 410.4 (COD)
			VOC		EPA 601/602 or EPA 624 (VOC)
			SVOC		EPA 625 (SVOC)
	Lacquers, Varnish, Enamels, and Turpentine	No	COD	None	EPA 410.4 (COD)
			VOC		EPA 601/602 or EPA 624 (VOC)
			SVOC		EPA 625 (SVOC)
	Thinners	No	VOC	None	EPA 601/602 or EPA 624 (VOC)
			COD		EPA 410.4 (COD)
	Portable Toilet Waste Products	Portable Toilet Waste	Yes	Visually Observable - No Testing Required	
Contaminated Soil ⁵	Aerially Deposited Lead ³	No	Lead	None	EPA 200.8 (Metal)
	Petroleum	Yes – Rainbow Surface Sheen and Odor	Visually Observable - No Testing Required		
	Other	No	Contaminant Specific	Contaminant Specific	Contaminant Specific
Line Flushing Products	Chlorinated Water	No	Total chlorine	Chlorine	SM 4500-CL G (Res. Chlorine)
Adhesives	Adhesives	No	COD	None	EPA 410.4 (COD)
			Phenols	Phenol	EPA 420.1 (Phenol)
			SVOC	None	EPA 625 (SVOC)
Dust Palliative Products	Salts (Magnesium Chloride, Calcium Chloride, and Natural Brines)	No	Chloride	Chloride	EPA 300.0 (Chloride)
			TDS	TDS Meter	EPA 160.1 (TDS)
			Cations (Sodium, Magnesium, Calcium)	None	EPA 200.7 (Cations)

Vehicle	Antifreeze and Other Vehicle Fluids	Yes - Colored Liquid	Visually Observable - No Testing Required		
	Batteries	No	Sulfuric Acid	None	EPA 300.0 (Sulfate)
			Lead	None	EPA 200.8 (Metal)
			pH	pH Meter Alkalinity or Acidity Test Kit	EPA 150.1 (pH)
Fuels, Oils, Lubricants	Yes - Rainbow Surface Sheen and Odor	Visually Observable - No Testing Required			
Soil Amendment/Stabilization Products	Polymer/Copolymer ^{6,7}	No	Organic Nitrogen	None	EPA 351.3 (TKN)
			BOD	None	EPA 405.1 (BOD)
			COD	None	EPA 410.4 (COD)
			DOC	None	EPA 415.1 (DOC)
			Nitrate	Nitrate	EPA 300.0 (Nitrate)
			Sulfate	Sulfate	EPA 300.0 (Sulfate)
			Nickel	None	EPA 200.8 (Metal)
	Straw/Mulch	Yes - Solids	Visually Observable - No Testing Required		
	Lignin Sulfonate	No	Alkalinity	Alkalinity	SM 2320 (Alkalinity)
			TDS	TDS Meter	EPA 160.1 (TDS)
	Psyllium	No	COD	None	EPA 410.4 (COD)
			TOC		EPA 415.1 (TOC)
	Guar/Plant Gums	No	COD	None	EPA 410.4 (COD)
			TOC		EPA 415.1 (TOC)
			Nickel		EPA 200.8 (Metal)
	Gypsum	No	pH	pH Meter Alkalinity or Acidity Test Kit	EPA 150.1 (pH)
			Calcium	Calcium	EPA 200.7 (Calcium)
			Sulfate	Sulfate	EPA 300.0 (Sulfate)
			Aluminum	None	EPA 200.8 (Metal)

			Barium		
			Manganese		
			Vanadium		
Treated Wood Products	Ammoniacal-Copper-Zinc-Arsenate (ACZA)	No	Arsenic	Total Chromium	EPA 200.8 (Metal)
	Copper-Chromium-Arsenic (CCA)		Total Chromium		
	Ammoniacal-Copper-Arsenate (ACA)		Copper		
	Copper Naphthenate		Zinc		
	Creosote	Yes - Rainbow Surface or Brown Suspension	Visually Observable - No Testing Required		

Notes:

1. If specific pollutant is known, analyze only for that specific pollutant. See MSDS to verify.
2. For each construction material, test for one of the pollutant indicators. Bolded pollutant indicates lowest analysis cost or best indicator. However, the composition of the specific construction material, if known, is the first criterion for selecting which analysis to use.
3. See www.hach.com, www.lamotte.com, www.ysi.com and www.chemetrics.com for some of the test kits
4. If the type of inorganic fertilizer is unknown, analyze for all pollutant indicators listed.
5. Only if special handling requirements are required in the contract documents for aerially deposited lead (ADL)
6. If used with a dye or fiber matrix, it is considered visually observable and no testing is required.
7. Based upon research conducted by the State of California Department of Transportation (Caltrans), the following copolymers/polymers do not discharge pollutants and water quality sampling and analysis is **not** required: Super Tak™, M-Binder™, Fish Stik™, Pro40dc™, Fisch-Bond™, and Soil Master WR™.

ATTACHMENT F
INTENTIONALLY LEFT BLANK

ATTACHMENT G
CONTRACT AGREEMENT

CONTRACT AGREEMENT

CONSTRUCTION CONTRACT

This contract is made and entered into between THE CITY OF SAN DIEGO, a municipal corporation, herein called "City", and Atlas Development, herein called "Contractor" for construction of **University Village Park Tot Lot**; Bid No. **L-16-1396-DBB-2**; in the amount Three Hundred Eighty-Nine Thousand Six Hundred Ninety-Seven Dollars and .00/100 (\$389,697.00), which is comprised of the Base Bid.

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

1. The following are incorporated into this contract as though fully set forth herein:
 - (a) The attached Faithful Performance and Payment Bonds.
 - (b) The attached Proposal included in the Bid documents by the Contractor.
 - (c) Reference Standards listed in the Instruction to Bidders and the Supplementary Special Provisions (SSP).
 - (d) That certain documents entitled **University Village Park Tot Lot**, on file in the office of the Public Works Department as Document No. B-13005, as well as all matters referenced therein.
2. The Contractor shall perform and be bound by all the terms and conditions of this contract and in strict conformity therewith shall perform and complete in a good and workmanlike manner **University Village Park Tot Lot**, Project No. **L-16-1396-DBB-2**, San Diego, California.
3. For such performances, the City shall pay to Contractor the amounts set forth at the times and in the manner and with such additions or deductions as are provided for in this contract, and the Contractor shall accept such payment in full satisfaction of all claims incident to such performances.
4. No claim or suit whatsoever shall be made or brought by Contractor against any officer, agent, or employee of the City for or on account of anything done or omitted to be done in connection with this contract, nor shall any such officer, agent, or employee be liable hereunder.
5. This contract is effective as of the date that the Mayor or designee signs the agreement.

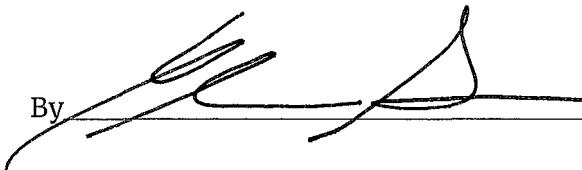
CONTRACT AGREEMENT (continued)

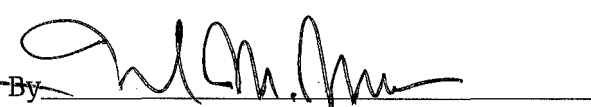
IN WITNESS WHEREOF, this Agreement is signed by the City of San Diego, acting by and through its Mayor or designee, pursuant to Municipal Code 22.3102 authorizing such execution.

THE CITY OF SAN DIEGO

APPROVED AS TO FORM

Jan I. Goldsmith, City Attorney

By 

By 

Print Name: Clementina Giordano,
Contract Specialist, Public Works Contracts

Print Name: Mark M. Mene
Deputy City Attorney

Date: 7/24/16

Date: 7/27/16

CONTRACTOR

By M. Atefi

Print Name: Mark Atefi

Title: President

Date: 6/21/16

City of San Diego License No.: 2010000550

State Contractor's License No.: 858038

DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) REGISTRATION NUMBER: 1000003093

CERTIFICATIONS AND FORMS

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

Bidder's General Information

To the City of San Diego:

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

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

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

State of California

County of San Diego

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

CONTRACTOR CERTIFICATION

DRUG-FREE WORKPLACE

I hereby certify that I am familiar with the requirements of San Diego City Council Policy No. 100-17 regarding Drug-Free Workplace as outlined in the WHITEBOOK, Section 7-13.3, "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

AMERICAN 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 American With Disabilities Act (ADA) outlined in the WHITEBOOK, Section 7-13.2, "American With Disabilities Act", of the project specifications, and that;

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

CONTRACTOR CERTIFICATION

CONTRACTOR STANDARDS – PLEDGE OF COMPLIANCE

I declare under penalty of perjury that I am authorized to make this certification on behalf of the company submitting this bid/proposal, that as Contractor, I am familiar with the requirements of City of San Diego Municipal Code § 22.3004 regarding Contractor Standards as outlined in the WHITEBOOK, Section 7-13.4, ("Contractor Standards"), of the project specifications, and that Contractor has complied with those requirements.

I further certify that each of the Contractor's subcontractors whose subcontracts are greater than \$50,000 in value has completed a Pledge of Compliance attesting under penalty of perjury of having complied with City of San Diego Municipal Code § 22.3004.

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:

(Name of Project or Task)

as particularly described in said contract and identified as Bid No. _____ ; SAP No. (WBS/IO/CC) _____; 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 _____, _____.

Contractor

by

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

SUBCONTRACTORS ADDITIVE/DEDUCTIVE ALTERNATE (USE ONLY WHEN ADDITIVE ALTERNATES ARE REQUIRED)

***** PROVIDED FOR ILLUSTRATIVE PURPOSES ONLY *****

TO BE SUBMITTED IN ELECTRONIC FORMAT ONLY

SEE INSTRUCTIONS TO BIDDERS, FOR FURTHER INFORMATION

ADDITIVE/ DEDUCTIVE ALTERNATE	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.

SUBCONTRACTORS ADDITIVE/DEDUCTIVE ALTERNATE (USE ONLY WHEN ADDITIVE ALTERNATES ARE REQUIRED)

***** PROVIDED FOR ILLUSTRATIVE PURPOSES ONLY *****

TO BE SUBMITTED IN ELECTRONIC FORMAT ONLY

SEE INSTRUCTIONS TO BIDDERS, FOR FURTHER INFORMATION

ADDITIVE/DEDUCTIVE ALTERNATE	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
Deductive (Alt E)	Name: <u>Surface America, Inc.</u> Address: <u>PO Box 157</u> City: <u>Williamsburg</u> State: <u>NY</u> Zip: <u>14231</u> Phone: <u>(800) 999-0555</u> Email: <u>info@surfaceamerica.com</u>	Constructor	858674	Playground Surfacing	\$29,223.00	N/A	N/A	N/A
Deductive (Alt E)	Name: <u>Tot Lot Pros</u> Address: <u>14688 El Molino St</u> City: <u>Fontana</u> State: <u>CA</u> Zip: <u>92335</u> Phone: <u>(909) 350-9500</u> Email: <u>jack@totlotpros.com</u>	Constructor	967975	Playground Structures Install	\$18,000.00	N/A	N/A	N/A

- 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.

ELECTRONICALLY SUBMITTED FORMS

**THE FOLLOWING FORMS MUST BE SUBMITTED IN
PDF FORMAT WITH BID SUBMISSION**

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. EQUAL BENEFITS ORDINANCE - CERTIFICATION
OF COMPLIANCE**

**Bids will not be accepted until ALL forms are submitted
as part of the bid submittal**

BID BOND

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

KNOW ALL MEN BY THESE PRESENTS,

That _____ as Principal, and
_____ 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

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 _____ day of _____, 20 _____

(SEAL)
(Principal)

(SEAL)
(Surety)

By: _____
(Signature)

By: _____
(Signature)

(SEAL AND NOTARIAL ACKNOWLEDGEMENT OF SURETY)

BID BOND

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

KNOW ALL MEN BY THESE PRESENTS,

That Atlas Development Corporation as Principal, and
Great American 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

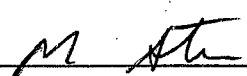
University Village Park Tot Lot; Invitation/Bid No. L-16-1396-DBB-2

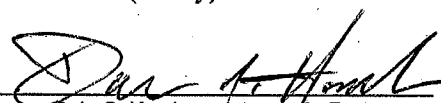
NOW THEREFORE, if said Principal is awarded a contract by said OWNER and, within the time and in the manner required in the "Notice Inviting Bids" enters into a written Agreement on the form of agreement bound with said Contract Documents, furnishes the required certificates of insurance, and furnishes 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 9th day of May, 20 16

Atlas Development Corporation (SEAL)
(Principal)

Great American Insurance Company (SEAL)
(Surety)

By: 
(Signature)

By: 
Dale G. Harshaw, Attorney-in-Fact
(Signature)

(SEAL AND NOTARIAL ACKNOWLEDGEMENT OF SURETY)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT
CIVIL CODE § 1189

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

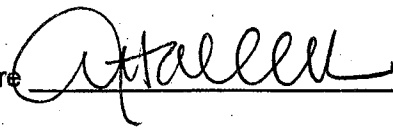
State of California
County of San Diego)

On May 9, 2016 before me, Maria Hallmark, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature  (Seal)



GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by this power of attorney is not more than FIVE

No. 0 14839

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof, provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
DALE G. HARSHAW	KYLE KING	ALL
GEOFFREY SHELTON	JOHN R. QUALIN	\$75,000,000.00
TARA BACON	SAN DIEGO, CALIFORNIA	

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 22ND day of APRIL 2013
Attest GREAT AMERICAN INSURANCE COMPANY



[Signature]
Assistant Secretary

[Signature]
Divisional Senior Vice President
DAVID C. KITCHIN (877-377-2405)

STATE OF OHIO, COUNTY OF HAMILTON - ss:

On this 22ND day of APRIL, 2013, before me personally appeared DAVID C. KITCHIN, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



KAREN L. GROSHEIM
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES 02-20-16

[Signature]
Karen L. Grosheim

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, STEPHEN C. BERHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this 9th day of May, 2016



[Signature]
Assistant Secretary

CONTRACTOR'S CERTIFICATION OF PENDING ACTIONS

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

CHECK ONE BOX ONLY.

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

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

Contractor Name: Atlas Development

Certified By Mark Atefi Title President
Name

M Atefi Date 5,11,16
Signature

USE ADDITIONAL FORMS AS NECESSARY

**EQUAL BENEFITS ORDINANCE
CERTIFICATION OF COMPLIANCE**



For additional information, contact:
CITY OF SAN DIEGO
EQUAL BENEFITS PROGRAM

202 C Street, MS 9A, San Diego, CA 92101

COMPANY INFORMATION	
Company Name: <u>Atlas Development</u>	Contact Name: <u>Mark Atefi</u>
Company Address: <u>991C Lomas Santa Fe #115</u>	Contact Phone: <u>619-200-0902</u>
<u>Solana Beach CA 92075</u>	Contact Email: <u>mark.atefi@atlas-contract</u>

CONTRACT INFORMATION	
Contract Title: <u>University Village Park</u>	Start Date: _____
Contract Number (if no number, state location): _____	End Date: _____

SUMMARY OF EQUAL BENEFITS ORDINANCE REQUIREMENTS

The Equal Benefits Ordinance [EBO] requires the City to enter into contracts only with contractors who certify they will provide and maintain equal benefits as defined in SDMC §22.4302 for the duration of the contract. To comply:

- Contractor shall offer equal benefits to employees with spouses and employees with domestic partners.
 - Benefits include health, dental, vision insurance; pension/401(k) plans; bereavement, family, parental leave; discounts, child care; travel/relocation expenses; employee assistance programs; credit union membership; or any other benefit.
 - Any benefit not offer an employee with a spouse, is not required to be offered to an employee with a domestic partner.
- Contractor shall post notice of firm's equal benefits policy in the workplace and notify employees at time of hire and during open enrollment periods.
- Contractor shall allow City access to records, when requested, to confirm compliance with EBO requirements.
- Contractor shall submit *EBO Certification of Compliance*, signed under penalty of perjury, prior to award of contract.

NOTE: This summary is provided for convenience. Full text of the EBO and Rules Implementing the EBO are available at www.sandiego.gov/administration.

CONTRACTOR EQUAL BENEFITS ORDINANCE CERTIFICATION

Please indicate your firm's compliance status with the EBO. The City may request supporting documentation.

I affirm **compliance** with the EBO because my firm (*contractor must select one reason*):

- Provides equal benefits to spouses and domestic partners.
- Provides no benefits to spouses or domestic partners.
- Has no employees.
- Has collective bargaining agreement(s) in place prior to January 1, 2011, that has not been renewed or expired.

I request the City's approval to pay affected employees a cash equivalent in lieu of equal benefits and verify my firm made a reasonable effort but is not able to provide equal benefits upon contract award. I agree to notify employees of the availability of a cash equivalent for benefits available to spouses but not domestic partners and to continue to make every reasonable effort to extend all available benefits to domestic partners.

It is unlawful for any contractor to knowingly submit any false information to the City regarding equal benefits or cash equivalent associated with the execution, award, amendment, or administration of any contract. [San Diego Municipal Code §22.4307(a)]
Under penalty of perjury under laws of the State of California, I certify the above information is true and correct. I further certify that my firm understands the requirements of the Equal Benefits Ordinance and will provide and maintain equal benefits for the duration of the contract or pay a cash equivalent if authorized by the City.

Mark Atefi / Pres. _____ M. Atefi _____
Name/Title of Signatory Signature Date

FOR OFFICIAL CITY USE ONLY		
Receipt Date: _____	EBO Analyst: _____	<input type="checkbox"/> Approved <input type="checkbox"/> Not Approved – Reason: _____

(Rev 02/15/2011)

City of San Diego

CITY CONTACT: Clementina Giordano - Contract Specialist, Email: CGiordano@sandiego.gov

Phone No. (619) 533-3481, Fax No. (619) 533-3633

ADDENDUM "A"



FOR

University Village Park Tot Lot

BID NO.:	<u>L-16-1396-DBB-2</u>
SAP NO. (WBS/IO/CC):	<u>S-13005</u>
CLIENT DEPARTMENT:	<u>1714</u>
COUNCIL DISTRICT:	<u>1</u>
PROJECT TYPE:	<u>GF</u>

BID DUE DATE:

1:30 PM

MAY 12, 2016

CITY OF SAN DIEGO

PUBLIC WORKS CONTRACTS

1010 SECOND AVENUE, 14th FLOOR, MS 614C

SAN DIEGO, CA 92101

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. NOTICE INVITING BIDS

1. To Item 8, Pre-Bid Meeting, page 4, **DELETE** in its entirety and **SUBSTITUTE** with the following:

- 8.1. Prospective Bidders are encouraged to attend the Pre-Bid Meeting. The purpose of the meeting is to discuss the scope of the Project, submittal requirements, the pre-qualification process and any Equal Opportunity Contracting Program requirements and reporting procedures. To request a sign language or oral interpreter for this visit, call the Public Works Contracts Division at (619) 533-3450 at least 5 Working Days prior to the meeting to ensure availability. The Pre-Bid meeting is scheduled as follows:

Date: April 21, 2016

Time: At 10:00 PM

Location: 1010 Second Avenue, Suite 1400, San Diego, CA 92101

Attendance at the Pre-Submittal Meeting will be evidenced by the Bidder's representative's signature on the attendance roster. It is the responsibility of the Bidder's representative to complete and sign the attendance roster.

James Nagelvoort, Director
Public Works Department

Dated: *April 12, 2016*
San Diego, California

JN/ALJ/Lad

Bid Results for Project University Village Park Tot Lot (L-16-1396-DBB-2)											
Issued on 04/07/2016											
Bid Due on May 12, 2016 1:30 PM (Pacific)											
Exported on 05/13/2016											
VendorID	Company Name	Address	City	State	ZipCode	Country	Contact	Phone	Fax	Email	Vendor Type
294226	Atlas Development	991C Lomas Santa fe Dr #115	Solana Beach	CA	92075	United States	Mark atefi	619-200-0902	858-350-9337	mark.atefi@atlas-corp.net	ELBE,PQUAL,Local
Respondee	Respondee Title	Respondee Phone	Respondee Email								
Mark Atefi	President	619-200-0902	mark.atefi@atlas-corp.net								
Bid Format	Submitted Date	Delivery Method	Responsive	Status	Confirmation #	Ranking					
Electronic	May 12, 2016 12:46:49 PM (Pacific)			Submitted	79935	0					
Attachments											
File Title	File Name	File Type									
Atlas - Bid Bond	Atlas - Bid Bond.pdf	General Attachments									
Atlas - CCOPA	Atlas - CCOPA.pdf	General Attachments									
Atlas - EBO Certificate	Atlas - EBO Certificate.pdf	General Attachments									
Atlas - Subcontractor Additive	Atlas - Subcontractor Additive.pdf	General Attachments									
Atlas - Bid Bond	Atlas - Bid Bond.pdf	Bid Bond									
Line Items											
Item Num	Section	Item Code	Description	Unit of Measure	Quantity	Unit Price	Line Total	Comment			
1	Main Bid		Bonds (Payment and Performance)	LS	1	\$10,000.00	\$10,000.00				
2	Main Bid		Survey Services	LS	1	\$5,000.00	\$5,000.00				
3	Main Bid		Mobilization	LS	1	\$10,000.00	\$10,000.00				
4	Main Bid		Field Orders - Type II	AL	1	\$25,000.00	\$25,000.00				
5	Main Bid		Construction of University Village Park Tot Lot facilities per Plans numbered 38787-01-D through 38787-19-D, inclusive, and these specifications, including but not limited to the children's play area, furnishings, parking area, pathways, landscaping, irrigation, utilities, drainage, hardscape and all necessary permits and fees.	LS	1	\$337,197.00	\$337,197.00				
6	Main Bid		Water Pollution Control Program Implementation	LS	1	\$2,500.00	\$2,500.00				
							Subtotal	\$389,697.00			

7	Alternate Items A		Seat Wall Adjacent North of Play Area	LS	1	\$23,750.00	\$23,750.00						
8	Alternate Items B		Boulders at Planted Area	LS	1	\$6,000.00	\$6,000.00						
9	Alternate Items C		Concrete Pathway to Cather Avenue Substituted with Turf Repair or Replacement and Adjusted Irrigation.	LS	1	\$1,000.00	\$1,000.00						
10	Alternate Items D		Concrete Pathway to Florey Street Substituted with Turf Repair or Replacement and Adjusted Irrigation.	LS	1	\$1,000.00	\$1,000.00						
11	Alternate Items E		Double Bobber Rider ¹ and Associated Resilient Rubber Safety Surfacing Substituted with Sand	LS	0	\$6,000.00	\$0.00						
							Subtotal with						
							Alternates	\$421,447.00					
Subcontractors													
Name	Description	License Num	Amount	Type	Address	Address 2	City	State	ZipCode	Country			
Tot Lot Pros	Install Playground	967975	\$18,000.00		14688 El Molino St.		Fontana	CA	92335	United States			
	DIR # 100002374												
Surface America	Playground Surfacing	858674	\$29,223.00		P.O. Box 157		Williamsville		14231	United States			
	DIR # 1000034512												
Masson & Associates	Survey Services	17706	\$4,644.00	CADIR,SDB	200 E. Washington Avenue Suite 200		Escondido	CA	92025	United States			
	DIR # 1000000422												
			Self-Performance - 86.69%										