# **City of San Diego**

CONTRACTOR'S NAME: ADDRESS: TELEPHONE NO.: FAX NO.: CITY CONTACT: DAMIAN SINGLETON, Email: dsingleton@sandiego.gov Phone: 619-235-5272; Fax: 619-236-5904 S.Bose/BD/egz

## CONTRACT DOCUMENTS



## FOR

## WINDWOOD MINI PARK – PLAY AREA UPGRADES

## VOLUME 1 OF 2

BID NO.:	L-13-5765-DBB-2
SAP NO. (WBS/IO/CC):	S-11017
CLIENT DEPARTMENT:	1714
COUNCIL DISTRICT:	1
PROJECT TYPE:	GC

## THIS CONTRACT IS SUBJECT TO THE FOLLOWING:

- > THE CITY'S SUBCONTRACTING PARTICIPATION REQUIREMENTS FOR SLBE PROGRAM.
- > COMPETITION RESTRICTED TO: SLBE-ELBE FIRMS ONLY.

## **BID DUE DATE:**

1:30 PM DECEMBER 11, 2012 CITY OF SAN DIEGO PUBLIC WORKS DEPARTMENT 1010 SECOND AVENUE SUITE 1400 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 Engineer:

or City Engineer 1)

10/9/12 Date Seal:



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## **REQUIRED DOCUMENTS SCHEDULE**

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

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

ITEM	WHEN	BY	WHAT
1.	BID DUE DATE/TIME	ALL BIDDERS	Proposal (Bid)
2.	BID DUE DATE/TIME	ALL BIDDERS	Bid Bond
3.	BID DUE DATE/TIME	ALL BIDDERS	Non-collusion Affidavit to be Executed By Bidder and Submitted with Bid under 23 USC 112 and PCC 7106
4.	BID DUE DATE/TIME	ALL BIDDERS	Contractors Certification of Pending Actions
5.	BID DUE DATE/TIME	ALL BIDDERS	Equal Benefits Ordinance Certification of Compliance
6.	WITHIN 3 WORKING DAYS OF BID OPENING WITH GOOD FAITH EFFORT DOCUMENTS	ALL BIDDERS	Form AA35 - List of Subcontractors
7.	WITHIN 3 WORKING DAYS OF BID OPENING WITH GOOD FAITH EFFORT DOCUMENTS	ALL BIDDERS	Form AA40 - Named Equipment/Material Supplier List
8.	WITHIN 3 WORKING DAYS OF BID OPENING WITH GOOD FAITH EFFORT DOCUMENTS	ALL BIDDERS	Form AA45 - Subcontractors Additive/Deductive Alternate
9.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Names of the principle individual owners of the Apparent Low Bidder - In the event the firm is employee owned or publicly held, then the fact should be stated and the names of the firm's principals and officers shall be provided.
10.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	If the Contractor is a Joint Venture, the following information must be submitted: o Joint Venture Agreement o Joint Venture License
11.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Form BB05 - Work Force Report
12.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Contract Forms - Agreement

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

## **REQUIRED DOCUMENTS SCHEDULE**

ITEM	WHEN	BY	WHAT
13.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Contract Forms - Payment and Performance Bond
14.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Certificates of Insurance and Endorsements
15.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Contractor Certification - Drug-Free Workplace
16.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Contractor Certification - American with Disabilities Act
17.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Contractors Standards - Pledge of Compliance

## SPECIAL NOTICE SMALL LOCAL BUSINESS ENTERPRISES (SLBE) AND EMERGING LOCAL BUSINESS ENTERPRISES (ELBE) PROGRAM

- 1. **INTRODUCTION.** This contract is subject to the requirements of the SLBE Program as specified in the SLBE-ELBE section of the City's EOCP Requirements included in The WHITEBOOK.
  - **1.1.** The Bidders are required to review The WHITEBOOK and become familiar with the detailed specifications including the required documentation and the submittal schedule as related to SLBE-ELBE program.

### 2. AMENDMENTS TO THE CITY'S GENERAL EOCP REQUIREMENTS.

- **III. Equal Employment Opportunity Outreach Program (A). DELETE** in its entirety and **SUBSTITUTE** with the following:
  - A. Competitive Bids. If a contract is competitively solicited, the Apparent Low Bidder shall submit a *Work Force Report (Form BB05)* or an Equal Employment Opportunity (EEO) Plan, 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.** AMENDMENTS TO THE CITY'S EOCP SLBE-ELBE REQUIREMENTS.

**XI. Suppliers.** Last paragraph, DELETE in its entirety and SUBSTITUTE with the following:

For the purpose of achieving the Mandatory Subcontractor Participation level (percentage), the City will not account for the Field Orders, Additive or Deductive, and Type II Allowance Bid Items in the calculation. Type I - Allowance Bid Items are part of the Base Bid integral to the scope of work.

- 4. **SUBCONTRACTING PARTICIPATION PERCENTAGES.** The City has incorporated voluntary subcontractor participation percentage to enhance competition and maximize subcontracting opportunities as follows.
  - **4.1.** The following voluntary subcontractor participation percentage for , SLBE , ELBE, DBE, MBE, WBE, DVBE and OBE certified Subcontractors shall apply to this contract:

#### Total voluntary subcontractor participation percentage for this project is 16.6%.

- **4.2.** For the purpose of achieving the Mandatory Subcontractor Participation level (percentage), the City will not account for the Field Orders, Additive or Deductive, and Type II Allowance Bid Items in the calculation.
- 5. **PRE-BID CONFERENCE.** A Pre-Bid Conference is scheduled for this contract as specified in the Invitation to Bids. The purpose of this meeting is to inform prospective Bidders of the submittal requirements and provisions relative to the Small Local Business Enterprise Program. Bidders are strongly encouraged to attend the Pre-Bid Conference to better understand the requirements of this contract.
- 6. **RESOURCES.** The current list of certified SLBE-ELBE firms can be found on the EOC Department website at <u>http://www.sandiego.gov/eoc/</u>

## CITY OF SAN DIEGO, CALIFORNIA

## NOTICE INVITING BIDS

- 1. **RECEIPT AND OPENING OF BIDS:** Bids will be received at the Public Works Contracting Group at the location, time, and date shown on the cover of these specifications for performing work on **WINDWOOD MINI PARK PLAY AREA UPGRADES** (Project):
- 2. **DESCRIPTION OF WORK:** The Work involves furnishing all labor, materials, equipment, services, and other incidental works and appurtenances for the construction of the Project as described below:

This project provides for upgrades and replacement of playground equipment and installation of accessible surfacing. This project also provides an accessible path of travel from the street right of way to the children's play area, an accessible on street parking space and a new accessible drinking fountain and picnic table. All improvements comply with City, State and Federal accessibility guidelines and standards.

The Work shall be performed in accordance with:

- Bid No. L-13-5765-DBB-2 and Plans numbered 36972-1-D through 36972-13-D, inclusive.
- **3. ENGINEER'S ESTIMATE:** The Engineer's estimate of the most probable price for this contract is **\$350,000.00**.
- **4. LOCATION OF WORK:** The location of Work is Citywide unless specified otherwise as follows:

### Windwood Mini Park, northeast corner of Carmel Creek Road and Paseo Montanas in the Carmel Valley Community

- 5. CONTRACT TIME: The Contract Time for completion of the Work shall be 88 Working Days.
- 6. CONTRACTOR'S LICENSE CLASSIFICATION: In accordance with the provisions of California Law, the Contractor shall possess valid appropriate license(s) at the time that the Bid is submitted. Failure to possess the specified license(s) shall render the Bid as **non-responsive** and shall act as a bar to award of the Contract to any Bidder not possessing required license(s) at the time of Bid.

The City has determined the following licensing classification for this contract:

## • CLASS A

7. **PRE-BID CONFERENCE:** There will be a Pre-Bid Conference to discuss the scope of the Project, bidding requirements, and Equal Opportunity Contracting Program requirements and reporting procedures in the Public Works Contracting Group, Conference Room at 1010 Second Avenue Suite 1400 MS 614C, San Diego, CA 92101 at 10:00 AM, on NOVEMBER 21, 2012.

All potential bidders are encouraged to attend.

To request a copy of the agenda on an alternative format, or to request a sign language or oral interpreter for this meeting, call the Public Works Contracting Group at (619) 236-6000 at least 5 Working Days prior to the Pre-Bid Conference to ensure availability.

- 8. CITY CONTACT INFORMATION: See the cover of the Contract Documents.
- **9. REFERENCE STANDARDS:** Except as otherwise noted or specified, the Work shall be completed in accordance with the following standards:

## 1. STANDARD SPECIFICATIONS

Document No.	Filed	Description			
PITS0504091	05-04-09	Standard Specifications for Public Works Construction (The GREENBOOK), 2009 Edition			
PITS090110-1	09-01-10	City of San Diego Standard Specifications for Public Works Construction (The WHITEBOOK), 2010 Update *			
AEC1231064	12-31-06	California Department of Transportation, Manual of Uniform Traffic Control Devices (MUTCD 2006)			
769023	09-11-84	Standard Federal Equal Employment Opportunity Construction Contract Specifications and the Equal Opportunity Clause			

NOTE: \*The City of San Diego Supplement, 2010 Update now consolidates various City Public Works Construction Standard Specifications which in the past were included in the Supplementary Special Provisions. The Bidders' attention is directed to this edition of the City Supplement for a close review to ensure no important information is missed for the preparation of the Bids.

## 2. STANDARD DRAWINGS

Document No.	Filed	Description
AEC1230163	12-31-06	City of San Diego Standard Drawings*
N/A	Varies	City Standard Drawings - Updates Approved For Use (when specified)*
AEC0925061	09-25-06	Caltrans 2006 U.S. Customary Unit Standard Plans

NOTE: \*Available online under Engineering Documents and References at: <u>http://www.sandiego.gov/engineering-cip.</u>

- **10. WAGE RATES**: Prevailing wages are not applicable to this project <u>unless specified otherwise</u> <u>on the cover page of these specifications and when included in these specifications</u>. See Funding Agency Provisions that follow this Invitation to Bid for more information.
- **11. INSURANCE REQUIREMENTS:** Upon receipt of the City's Notice of Intent to Award letter, the Contractor will be asked to submit all certificates of insurance and endorsements to the City.

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.

You must ensure all required insurance certificates and endorsements are submitted accurately and on time. Failure to provide the requisite insurance documents by the date stated in the City's Notice of Intent to Award will result in delay of contract award and may result in annulment of the contract award or other more severe sanctions as provided in the City's Municipal Code §22.0807(e),(3)-(5).

12. ADDITIVE/DEDUCTIVE ALTERNATES: 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 decision prior to award. The award will be established as described in the Proposal (or RFP for Design-Build contracts). The City reserves the right to award the Contract for the Base Bid only or the Base Bid plus any combination of Additive and Deductive Alternate(s).

Tony Heinrichs, Director Public Works Department

## INSTRUCTIONS TO BIDDERS

1. **PREQUALIFICATION OF CONTRACTORS:** The contractor(s) who intend to submit Bid or Proposal in response to this invitation to bid, or RFP's for GRC or As-Needed Design-Build Task Orders valued over \$50,000, must be pre-qualified for the total amount proposed, inclusive of all alternate bid items or the specified Task Order limits prior to the date of Bid 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, will be deemed **non-responsive** and ineligible for award or a Task Order authorization. Complete information and prequalification questionnaires are available at:

http://www.sandiego.gov/engineering-cip/services/consultcontract/prequal.shtml

The completed questionnaire, financial statement, and bond letter or a copy of the contractor's SLBE-ELBE certification and bond letter, must be submitted no later than 2 weeks prior to the bid opening to the Public Works Department - Engineering & Capital Projects Department Prequalification Program, 1010 Second Avenue, Suite 1200, San Diego, CA 92101. For additional information or the answer to questions about the prequalification program, please contact David Stucky at 619-533-3474 or <u>dstucky@sandiego.gov</u>.

- **2. CONTRACTOR REGISTRATION:** Prospective bidder(s) as well as existing contractors and suppliers are required to register with the City's EOCP. Refer to 2-17, "CONTRACTOR REGISTRATION" for details.
- **3. CITY'S RESPONSES AND ADDENDA:** The City at its option, may respond to any or all questions submitted in writing, via letter, or FAX in the form of an addendum. No oral comment 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 on the form provided for this purpose in the Bid.
- 4. CITY'S RIGHTS RESERVED: The City reserves the right to cancel the Invitation to 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 Invitation to Bid shall be the sole responsibility of each bidder. The Invitation to Bid creates or imposes no obligation upon the City to enter a contract.
- **5. CONTRACT PRICING FORMAT:** This solicitation is for a Lump Sum contract with Unit Price provisions as set forth in the Bid Proposal Form(s), Volume 2 unless specified otherwise such as as-needed contracts e.g., GRC in the Contract Documents.
- 6. SUBMITTAL OF "OR EQUAL" ITEMS: See 4-1.6, "Trade Names or Equals."
- 7. AWARD PROCESS: The Award of this contract is contingent upon the Contractor's compliance with all conditions precedent to Award, including the submittal of acceptable insurance and surety bonds pursuant to San Diego Municipal Code § 22.3007. If the responsible Bid does not exceed the City's engineering estimate, the City will, in most cases, prepare contract documents for execution within 3 weeks of the date of the Bid opening and award the Contract within 5 Working Days of receipt of properly executed Contract, bond, and insurance documents.

This contract is deemed to be awarded, and effective, only upon the signing of the Contract by the Mayor or designee of the City.

- **8. SUBCONTRACT LIMITATIONS:** The Bidder's attention is directed to Standard Specifications for Public Works Construction, Section 2-3, "SUBCONTRACTS" which requires the Contractor to perform not less than the amount therein stipulated with its own forces. Failure to comply with these requirements may render the Bid **non-responsive** and ineligible for award.
- **9. AVAILABILITY OF PLANS AND SPECIFICATIONS:** Contract Documents may be obtained by visiting the City's website: <u>http://www.sandiego.gov/engineering-cip/services/consultcontract/advertising.shtml</u>. Plans and Specifications for this contract are also available for review in the office of the City Clerk or Public Works Contracting Group.
- **10. QUESTIONS:** 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 procurement action shall be addressed to the Public Works Contracting Group, Attention Contract Specialist, 1010 Second Avenue Suite 1400 MS 614C, San Diego, California 92101, Telephone No. (619) 236-6000.

Questions received less than 14 days prior to the date for opening of Bids may not be answered.

Interpretations or clarifications considered necessary by the City in response to such questions will be issued by Addenda which will be uploaded to the City's online bidding service.

Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect. It is the Bidder's responsibility to become informed of any Addenda that have been issued and to include all such information in its Bid.

- **11. ELIGIBLE BIDDERS:** No person, firm, or corporation shall be allowed to make, file, or be interested in more than 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.
- **12. SAN DIEGO BUSINESS TAX CERTIFICATE:** All Contractors, including 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, before the Contract can be executed.
- **13. PROPOSAL FORMS:** Bid shall be made only upon the Bidding Documents i.e., Proposal form attached to and forming a part of the specifications. The signature of each person signing shall be in longhand.

The entire specifications for the bid package do not need to be submitted with the bid. Bidder shall complete and submit, only, all pages in the "Bidding Document" Section (see Volume 2) as their Bid per the schedule given under "Required Documents Schedule," (see Volume 1). Bidder is requested to retain for their reference other portions of the Contract Documents that are not required to be submitted with the Bid.

The City may require any Bidder to furnish a statement of experience, financial responsibility, technical ability, equipment, and references.

Bids and certain other specified forms and documents shall be enclosed in a sealed envelope and shall bear the title of the work and name of the Bidder and the appropriate State Contractors License designation which the Bidder holds.

Bids may be withdrawn by the Bidder prior to, but not after, the time fixed for opening of Bids.

14. BIDDERS' GUARANTEE OF GOOD FAITH (BID SECURITY): With the exception of the contracts valued \$5,000 or less, GRC and Design-Build contracts, and contracts subject to the Small and Local Business Program of \$250,000 or less e.g., ELBE contracts, each Bidder shall accompany its Bid with either a cashier's check upon some responsible bank, or a check upon such bank properly certified or an approved corporate surety bond payable to the City of San Diego, for an amount of not less than 10% of the aggregate sum of the Bid, which check or bond, and the monies represented thereby shall be held by the City as a guarantee that the Bidder, if awarded the contract, will in good faith enter into such contract and furnish the required final bonds.

The Bidder agrees that in case of Bidder's refusal or failure to execute this contract and give required final bonds, the money represented by a cashier's or certified check shall remain the property of the City, and if the Bidder shall fail to execute this contract, the Surety agrees that it will pay to the City damages which the City may suffer by reason of such failure, not exceeding the sum of 10% of the amount of the Bid.

A Bid received without the specified bid security will be rejected as being **non-responsive**.

**15. AWARD OF CONTRACT OR REJECTION OF BIDS:** This contract may be awarded to the lowest responsible and reliable Bidder (for Design-Build contracts refer to the RFP for the selection and award information). Bidders shall complete the entire Bid schedule (e.g., schedule of prices). Incomplete price schedules will be rejected as being **non-responsive**.

The City reserves the right to reject any or all Bids, and to waive any informality or technicality in Bids received and any requirements of these specifications as to bidding procedure.

Bidders will not be released on account of their errors of judgment. Bidders may be released only upon receipt by the City from the Bidder within 3 Working Days, excluding Saturdays, Sundays, and state holidays, after the opening of Bids, of written notice which includes proof of honest, credible, clerical error of material nature, free from fraud or fraudulent intent, and of evidence that reasonable care was observed in the preparation of the Bid.

A non-selected Bidder may protest award of the Contract to the selected Bidder by submitting a written "Notice of Intent to Protest" including supporting documentation which shall be received by Public Works Contracting Group no later than 10 days after the City's announcement of the selected Bidder or no later than 10 days from the date that the City issues notice of designation of a Bidder as non-responsible in accordance with San Diego Municipal Code Chapter 2, § 22.3029, "Protests of Contract Award."

The City of San Diego will not discriminate with regard to race, religious creed, color, national origin, ancestry, physical handicap, marital status, sex or age, in the award of contracts.

Each Bid package properly executed as required by these specifications shall constitute a firm offer, which may be accepted by the City within the time specified in the Invitation to Bids.

The City reserves the right to evaluate all Bids and determine the lowest Bidder (or winner for Design-Build contracts) on the basis of any proposed alternates, additive items or options, at its discretion.

**16. BID RESULTS:** The Bid opening by the City shall constitute the public announcement of the Apparent Low Bidder (or Apparent Winner in case of Design-Build contracts). In the event that the Apparent Low Bidder (or Apparent Winner in case of Design-Build contracts) is subsequently deemed non-responsive or non-responsible, a public announcement will be posted in the City's web page, with the name of the newly designated Apparent Low Bidder (or Apparent Winner in case of Design-Build contracts).

To obtain Bid results, either attend Bid opening, review the results on the City's web site, or provide a self-addressed, stamped envelope, referencing Bid number, and Bid tabulation will be mailed to you upon verification of extensions. Due to time constraints, Bid results cannot be given out over the telephone.

**17. THE CONTRACT:** 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 10 Working Days after receipt by Bidder of a form of contract for execution unless an extension of time is granted to the Bidder in writing.

If the Bidder takes longer than 10 Working 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.

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.

For contracts that are not Design-Build, 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 10 Working 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.

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. 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.

**18. EXAMINATION OF PLANS, SPECIFICATIONS, AND SITE OF WORK:** The Bidder shall examine carefully the Project Site, the Plans and Specifications, the GRC Unit Price Books if applicable, other materials as described in the Special Provisions, Section 2-7, and the proposal forms (e.g., Bidding Documents) therefore. The submission of a Bid or GRC Task Order Proposal 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.

## **19. DRUG-FREE WORKPLACE:**

a) General:

City projects are subject to City of San Diego Resolution No. R-277952 adopted on May 20, 1991. Bidders shall become aware of the provisions of Council Policy 100-17 which was established by Resolution No. R-277952. The policy applies equally to the Contractor and Subcontractors. The elements of the policy are outlined below.

## b) Definitions:

"Drug-free workplace" means a site for the performance of work done in connection with a contract let by City of San Diego for the construction, maintenance, or repair of any facility or public work by an entity at which employees of the entity are prohibited from engaging in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in accordance with the requirements of this section.

"Employee" means the employee of a contractor directly engaged in the performance of work pursuant to a contract as described in Section 3, "City Contractor Requirements."

"Controlled substance" means a controlled substance in schedules I through V of Section 202 of the Controlled Substances Act (21 U.S.C. Sec. 812).

"Contractor" means the department, division, or other unit of a person or organization responsible to the contractor for the performance of a portion of the work under the contract.

c) City Contractor Requirements:

Every person or organization awarded a contract or grant by the City of San Diego for the provision of services shall certify to the City that it will provide a drug-free workplace by doing all following:

- a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's organization's workplace and specifying the actions that will be taken against employees for violations of the prohibition.
- b. Establishing a drug-free awareness program to inform employees about all of the following:
  - i. The dangers of drug abuse in the workplace.
  - ii. The person's or organization's policy of maintaining a drug-free workplace.
  - iii. Any available drug counseling, rehabilitation, and employee assistance programs.

iv. The penalties that may be imposed upon employees for drug abuse violations.

c. Posting the statement required by subdivision (1) in a prominent place at contractor's main office. For projects large enough to necessitate a construction trailer at the job site, the required signage would also be posted at the Site.

The Contractor shall include in each subcontract agreement language which indicates the Subcontractor's agreement to abide by the provisions of subdivisions a) through c) above. The Contractors and Subcontractors shall be individually responsible for their own drug-free workplace programs.

Note: The requirements of a drug-free awareness program can be satisfied by periodic tailgate sessions covering the various aspects of drug-abuse education. Although an in-house employee assistance program is not required, contractors should be able to provide a listing of drug rehabilitation and counseling programs available in the community at large.

Questions about the City's Drug-free Workplace Policy shall be referred to the Contract Specialist, Public Works Contracting Group.

## 20. AMERICANS WITH DISABILITIES ACT:

- a) General: City projects are subject to City of San Diego Resolution No. R-282153 adopted on June 14, 1993. The Bidders shall become aware of the provisions of Council Policy 100-04 which was established by Resolution No. R-282153. The policy applies equally to the Contractor and all Subcontractors. The elements of the policy are outlined below.
- b) Definitions:

"Qualified individual with a disability" means an individual with a disability who satisfies the requisite skill, experience, education and other job-related requirements of the employment position such individual holds or desires, and who, with or without reasonable accommodation, can perform the essential functions of such position.

"Employee" means the employee of the Contractor directly engaged in the performance of Work.

The City Requirements: Every person or organization entering into a contractual agreement with or receiving a grant from the City of San Diego shall certify to the City of San Diego that it will comply with the ADA by adhering to all of the provisions of the ADA listed below.

- i. The Contractor shall not discriminate against qualified persons with disabilities in any aspects of employment, including recruitment, hiring, promotions, conditions and privileges of employment, training, compensation, benefits, discipline, layoffs, and termination of employment.
- ii. No qualified individual with a disability may be excluded on the basis of disability, from participation in, or be denied the benefits of services, programs, or activities by the Contractor or Subcontractors providing services for the City.
- iii. The Contractor shall post a statement addressing the requirements of the ADA in a prominent place at the worksite. The Contractor shall include in each subcontract agreement, language which indicates the Subcontractor's agreement to abide by the provisions of subdivisions (a) through (c) inclusive of Section 3. The Contractor and Subcontractors shall be individually responsible for their own ADA employment programs. Questions about the City's ADA Policy should be referred to the Contract Administrator.
- 21. CONTRACTOR STANDARDS PLEDGE OF COMPLIANCE: This contract is subject to City of San Diego Municipal Code §22.3224 as amended 11/24/08 by ordinance O-19808. Bidders shall become aware that the requirements apply to Contractors and Subcontractors for contracts greater than \$50,000 in value.

Upon award, amendment, renewal, or extension of this contract, the Contractors shall complete a Pledge of Compliance attesting under penalty of perjury that they complied with the requirements of this section.

The Contractors shall ensure that their Subcontractors whose subcontracts are greater than \$50,000 in value complete a Pledge of Compliance attesting under penalty of perjury that they complied with the requirements of this section. Subcontractors may access the Pledge of Compliance at:

http://www.sandiego.gov/purchasing/pdf/contractor\_standards\_questionnaire.pdf.

The Contractors shall include in each subcontract agreement, language which requires Subcontractors to abide by the provisions of City of San Diego Municipal Code §22.3224. A sample provision is as follows:

"Compliance with San Diego Municipal Code §22.3224: Subcontractor acknowledges that it is familiar with the requirements of San Diego Municipal Code §22.3224 ("Contractor Standards"), and agrees to comply with requirements of that section. The Subcontractor further agrees to complete the Pledge of Compliance, incorporated herein by reference."

**22. NOTICE OF LABOR COMPLIANCE PROGRAM APPROVAL:** The City of San Diego received initial approval as a Labor Compliance Program on August 11, 2003. The Labor Compliance Program Manual is available at:

http://www.sandiego.gov/eoc/laborcompliance/#manual.

The limited exemption from prevailing wages pursuant to Labor Code §1771.5(a) does not apply to contracts under jurisdiction of the Labor Compliance Program. Inquiries, questions, or assistance about the Labor Compliance Program should be directed to: Equal Opportunity Contracting Program, 1010 Second Avenue Suite 1400 MS 614C, San Diego, CA 92101, Tel. 619-236-6000.

**23. PAYROLL RECORDS:** The Contractor's attention is directed to the City of San Diego Labor Compliance Program, Section IV, pages 4-7, and the State of California Labor Code §§ 1771.5(b) and 1776 (Stats. 1978, Ch. 1249). These require, in part, that the Contractor and Subcontractors maintain and furnish to the City, at a designated time, a certified copy of each weekly payroll containing a statement of compliance signed under penalty of perjury.

The Contractor and Subcontractors shall submit weekly certified payrolls online via Prism® i.e., the City's web-based labor compliance program. Instructions on how to use the system will be provided to the Contractor after the award.

The Contractor shall be responsible for the compliance with these provisions by Subcontractors. The City shall withhold contract payments when payroll records are delinquent or inadequate, or when it is established after investigation that underpayment has occurred.

- 24. APPRENTICES ON PUBLIC WORKS: The Contractor shall abide by the requirements of §§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.
- **25. EQUAL BENEFITS:** This contract is subject to the City's Equal Benefits Ordinance (EBO), Chapter 2, Article 2, Division 43 of the San Diego Municipal Code (SDMC).

In accordance with the EBO, Bidders shall certify they will provide and maintain equal benefits as defined in SDMC §22.4302 for the duration of the Contract (SDMC §22.4304(f)). Failure to maintain equal benefits is a material breach of the Contract (SDMC §22.4304(e)). The Contractor shall notify employees of their equal benefits policy at the time of hire and during open enrollment periods and shall post a copy of the following statement in an area frequented by employees:

"During the performance of a contract with the City of San Diego, this employer will provide equal benefits to its employees with spouses and its employees with domestic partners."

The Contractor shall give the City access to documents and records sufficient for the City to verify the contractors are providing equal benefits and otherwise complying with EBO requirements.

Full text of the EBO and the Rules Implementing the Equal Benefits Ordinance are posted on the City's website at <u>www.sandiego.gov/purchasing/</u> or can be requested from the Equal Benefits Program at (619) 533-3948.

**26. LIMITED COMPETITION:** Contracts designated with a Bid number beginning with "L" may only be bid by the Contractors on the approved SLBE-ELBE Construction Contractors List. For information regarding the SLBE-ELBE Construction Program and registration go to the City's web site: <u>http://www.sandiego.gov</u>.

## 27. PRE-AWARD ACTIVITIES:

<u>Pre-award Submittals</u> - The Apparent Low Bidder (or winner in case of Design-Build contracts) shall provide the information required within the time specified in "Required Documents," of this bid package. Failure to provide the information within the time specified may result in the Bid being rejected as **non-responsive**.

If the Bid is rejected as non-responsive, the Apparent Low Bidder (or winner in case of Design-Build contracts) shall forfeit the Bid Security required under Invitation to Bids, of this bid package. The decision that the Apparent Low Bidder (or winner in case of Design-Build contracts) is non-responsive for failure to provide the information required within the time specified shall be at the sole discretion of the City.

## CONTRACT FORMS AGREEMENT

## **CONSTRUCTION CONTRACT**

This contract is made and entered into between THE CITY OF SAN DIEGO, a municipal corporation, herein called "City", and <u>HTA ENGINEERING & CONSTRUCTION, INC.</u>, herein called "Contractor" for construction of <u>Windwood Mini Park - Play Area Upgrades</u>; Bid No. <u>L-13-5765-DBB-2</u>; in the amount of <u>TWO HUNDRED SEVENTY-TWO THOUSAND</u> <u>SEVEN HUNRED DOLLARS AND 00/100 (\$272,700.00)</u> which is comprised of the Base Bid alone.

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) That certain documents entitled <u>Windwood Mini Park Play Area Upgrades</u>, on file in the Public Works Department as Document No. <u>S-11017</u>, as well as all matters referenced therein.
- 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 <u>Windwood Mini Park Play Area Upgrades</u>; Bid No. <u>L-13-5765-DBB-2</u>, 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 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 FORMS (continued)**

## AGREEMENT

IN WITNESS WHEREOF, this Agreement is signed by the City of San Diego, acting by and through its Mayor or designee, pursuant to Resolution No. R - \_\_\_\_\_ or Municipal Code authorizing such execution.

Date: 8

### THE CITY OF SAN DIEGO

### APPROVED AS TO FORM AND LEGALITY

Bv Print Name: Mayor or designee

Jan I. Goldsmith, City Attorney

By Print Name: Kathenne A. Malcolm Deputy City Attorney \_\_\_\_\_

Date:

## **CONTRACTOR**

By Hot Askan

Print Name: HATIM ASICAR

Title: PRESIDENT

Date: 01/07/2013

City of San Diego License No.: <u>B200300</u>2053

State Contractor's License No.: 798372

Premium Is For Contract Term And Is Subject To Adjustment Based On Final Contract Price EXECUTED IN TRIPLICATE BOND NO. 1000957100 PREMIUM: \$5,091.00

## CONTRACT ATTACHMENT (continued) PERFORMANCE BOND AND LABOR AND MATERIALMEN'S BOND

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

<u>HTA ENC</u>	FINE	RING	& CON	STRU	<u>JCTIO</u>	N, INC.	DBA	: HTA C		RUCTIO corpora		as	princi	ipal,	and
U.S. SPEC	IALTY	<u>' INSU</u>	RANCE	COM	PANY				_, a co	orporatio:	n auth	orize	d to de	o busi	iness
in the Stat	e of C	aliforr	iia, as Si	urety,	hereby	y obligate	e the	mselve	s, their	success	ors and	d ass:	igns, j	ointly	and
severally,	to	The	City	of	San	Diego	а	munic	ipal	corporat	tion	in	the	sum	of
TWO H	UND	RED	SEVE	VTY-	rwo	THOU	SAN	D SE	EVEN	HUNI	RED	DO	LLAR	<u>s</u>	AND
<u>00/100 (\$2</u>	272,70	<u>0.00)</u> f	for the fa	ithfu	l perfoi	mance o	f the	annexe	d cont	ract, and	in the	sum	of		
TWO H	UND	RED	SEVE	VTY-	TWO	THOU	SAN	D SE	EVEN	HUNE	RED	DO:	LLAR	S A	AND
00/100 (\$2	272,70	0.00)	for the	e bene	efit of l	aborers a	ind n	naterialı	men de	signated	below	7.			

#### Conditions:

If the Principal shall faithfully perform the annexed contract <u>WINDWOOD MINI PARK -</u> <u>PLAY AREA UPGRADES</u>; Bid No. <u>L-13-5765-DBB-2</u>, 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 Chapter 3 of Division 5 of Title I of the Government Code of the State of California or under the provisions of Section 3082 et seq. 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.

## **CONTRACT ATTACHMENT** (continued) PERFORMANCE BOND AND LABOR AND MATERIALMEN'S BOND

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

JANUARY 4, 2013 Dated

Approved as to Form and Legality

HTA ENGINEERING & CONSTRUCTION, INC. DBA: HTA CONSTRUCTION

Principal

By

HATIM T. ASKAR, PRESIDENT Printed Name of Person Signing for Principal

Jan I, Goldsmith, City Attorney

Lity Attorney

U.S. SPECIALTY INSURANCE COMPANY Surety

Βv

MARK D. IATAROLA, Attorney-in-fact

Approved:

ê

١,

By

Mayor or Designee

Premium Is For Contract Term And Is Subject To Adjustment

**Based On Final Contract Price** 

601 SOUTH FIGUEROA STREET, SUITE 1600 Local Address of Surety

LOS ANGELES, CA 90017 Local Address (City, State) of Surety

310/649-0990

Local Telephone No. of Surety

Premium \$ 5,091.00

Bond No. 1000957100

Contract Forms (Rev. June 2011) Windwood Mini Park - Play Area Upgrades

## CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA County of \_\_\_\_\_ SAN DIEGO 1/4/2013 before me, <u>MICHELLE M. BASUIL, NOTARY PUBLIC</u>, Here Insert Name and Title of the Officer On personally appeared \_\_\_\_\_ MARK D. IATAROLA Name(s) of Signer(s) who proved to me on the basis of satisfactory evidence to be the person(a) whose name(a) 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(e) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. MICHELLE M. BASUIL I certify under PENALTY OF PERJURY under the laws of COMM. #1862575 the State of California that the foregoing paragraph is true and correct. My Comm. Exp. AUG 24, 2013 Witness my hand and official seal. Signature <u>Signature of Notary Public</u> Place Notary Seal Above **OPTIONAL** -Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document. **Description of Attached Document** Title or Type of Document: PERFORMANCE AND LABOR AND MATERIALMEN'S BOND Document Date: 1/4/2013 Number of Pages: 2 Signer(s) Other Than Named Above:\_\_\_\_\_ Capacity(ies) Claimed by Signer(s) Signer's Name: MARK D. IATAROLA Signer's Name: Individual Individual Corporate Officer — Title(s):\_\_\_\_ Corporate Officer — Title(s):\_\_\_\_ Partner — C Limited General Partner — 🗌 Limited 🗌 General Attorney in Fact **RIGHT THUMBPRINT** Attorney in Fact RIGHTTHUMBPRINT OF SIGNER **OF SIGNER** Trustee Trustee Top of thumb here Top of thumb here Guardian or Conservator Guardian or Conservator Other: Other:\_\_\_\_\_ Signer Is Representing: Signer Is Representing:

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## CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA	)
County of San Diend	}
County of <u>Sain Dic ýð</u> On <u>01/07/2013</u> before me, <u>Jevur A</u> personally appeared <u>Nat im T. AS</u>	ey J. Cross, Notary Public, Here Insert Name and Title of the Officer
personally appeared	Kar Name(s) of Signer(s)
	who proved to me on the basis of satisfactory evidence to be the person( <del>s)</del> whose name(c) 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( <del>s)</del> , or the entity upon behalf of which the person( <del>s)</del> acted, executed the instrument.
BEVERLEY J. CROSS COMM. #1958264 Notary Public California San Diego County	I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
My Comm. Expires Oct. 27, 2015	Witness my hand and official seal
Place Notary Seal Above	Signature Signature of Hotary Public
and could prevent fraudulent removal and Description of Attached Document	it may prove valuable to persons relying on the document reattachment of this form to another document.
	id Labor and Materialmen's Bond
Document Date: 01/04/2013	Number of Pages: 2
Signer(s) Other Than Named Above:	
Capacity(ies) Claimed by Signer(s)	
Signer's Name:       Nathing Ti KSKar         Individual       Individual         Individual       Partner — Title(s):         Partner — Limited General       Individual         Attorney in Fact       Inclustee         Guardian or Conservator       Top of thumb here	Signer's Name: Individual Corporate Officer — Title(s): Partner — Limited General Attorney in Fact Trustee Guardian or Conservator Other:
Signer is Representing:	Signer Is Representing:

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#### POWER OF ATTORNEY

#### AMERICAN CONTRACTORS INDEMNITY COMPANY UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

KNOW ALL, MEN-BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation. United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the Companies"), do by these presents make, constitute and appoint:

#### John G. Maloney, Mark D. Iatarola or Helen Maloney of Escondido, California

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead to execute, acknowledge and deliven any and all bonds, recognizances, undertakings or other instruments or contracts of surelyship to include riders, amendments, and consents of surety, providing the bond \*\*\*\*\*\*\*Fifteen Million\*\*\*\*\*\* penalty does not exceed Dollars (\$ \*15,000,000.00\*) This Power of Attorney shall expire without further action on March 18, 2015. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any=and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by faces miles and any power of attorney or certificate bearing faces in le signature or faces in le seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 3<sup>rd</sup> day of October, 2011.

AMERICAN CONTRACTORS INDEMNITY COMPANY UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY









Commission # 1926048

otary Public - California Los Angeles County My Comm. Expires Mar 18, 2015

Daniel P. Aguilar, Vice President

County of Los Angeles

On this 3rd day of October, 2011, before me, Deborah Reese, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

SS:

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct WINESS my hand and official seal DESORAH REESE

(Seal)

Signature

Asburgh reese

I. Jeannie Lee, Assistant Secretary of American Contractors Indemnity Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

 $4 \mathrm{TH}$ In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this day



## **CONTRACTOR CERTIFICATION**

#### DRUG-FREE WORKPLACE

## PROJECT TITLE: WINDWOOD MINI PARK - PLAY AREA UPGRADES

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 INSTRUCTION TO BIDDERS, "Drug-Free Workplace", of the project specifications, and that;

HTA ENGINEERING & CONSTRUCTION, (MC. (Name under which business is conducted)

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.

Signed Later Asker

Printed Name\_HATTON ASKAR

Title PRESIDENT

## **CONTRACTOR CERTIFICATION**

## AMERICAN WITH DISABILITIES ACT (ADA) COMPLIANCE CERTIFICATION

## PROJECT TITLE: WINDWOOD MINI PARK - PLAY AREA UPGRADES

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 INSTRUCTION TO BIDDERS, "American With Disabilities Act", of the project specifications, and that;

HTA ENGINEERING & CONSTRUCTION (NIC. (Name under which business is conducted)

has in place a 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.

Signed Hat Askan

Printed Name\_HATIN ASKAR

Title PRESIDENT

## **CONTRACTOR CERTIFICATION**

#### **CONTRACTOR STANDARDS – PLEDGE OF COMPLIANCE**

#### PROJECT TITLE: WINDWOOD MINI PARK - PLAY AREA UPGRADES

I declare under penalty of perjury that I am authorized to make this certification on behalf of <u>HTA Epsineering & Construction</u>, *Pnce*, as Contractor, that I am familiar with the requirements of City of San Diego Municipal Code § 22.3224 regarding Contractor Standards as outlined in INSTRUCTION TO BIDDERS ("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 § 22.3224.

Dated this	07	Day of January	,2013	
		· · ·		

Signed Hat Askan	
Printed Name HATTIM ASKAR	
Title PRESIDENT	

## AFFIDAVIT OF DISPOSAL

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

#### WINDWOOD MINI PARK - PLAY AREA UPGRADES

(Name of Project)

as particularly described in said contract and identified as Bid No. <u>L-13-5765-DBB-2</u>; SAP No. (WBS/CC/IO) <u>S-11017</u> 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

## SUPPLEMENTARY SPECIAL PROVISIONS (SSP)

THESE SUPPLEMENTARY SPECIAL PROVISIONS CONFORM TO THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION (THE GREENBOOK) CURRENTLY ADOPTED BY THE CITY, INCLUDING ITS CURRENT SUPPLEMENT AMENDMENTS (CITY SUPPLEMENTS INCLUDED IN THE WHITEBOOK), EXCEPT FOR THE FOLLOWING:

### STYLE OF SPECIFICATIONS

The City is gradually standardizing the style and language of the standard specifications for the public works construction. The new style and language follows the Federal guidelines for "Plain Language" to the extent possible.

The use of this new style does not change the meaning of a specification not yet using this style. Where used in the Contract Documents, statement or command type phrases (i.e., active voice and imperative mood) refer to and are directed at the Bidder or Contractor as applicable. The specifications are written to the Bidder before award and the Contractor after. Before award, interpret sentences written in the imperative mood as starting with "The Bidder must" and interpret "you" as "the Bidder's." After award, interpret sentences written in the imperative mood as starting with "The Contractor" and "your" as "the Contractor must" and interpret "you" as "the Contractor's." Similarly, interpret "we" and "us" as "the City" and "our" as "the City's."

### **PART 1 – GENERAL PROVISIONS**

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

#### **1-2 TERMS AND DEFINITIONS.**

**Agency** – ADD the following:

Regulatory activities handled by the City of San Diego Developmental Services, Fire and Planning Departments, or any other City Department are not subject to the responsibilities of the City under this contract.

**Contract Documents** – To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

The Agreement, Addendum, Invitation to Bid, Instructions to Bidders, special notice page, funding agency provisions, Bid and documentation accompanying the Bid and any post-bid documentation submitted prior to the Notice of Award when attached as an exhibit to the Contract, Bonds, permits from jurisdictional regulatory agencies, Supplementary Special Provisions (SSP), City's EOCP Requirements, City Supplement, Plans, Standard Plans, Construction Documents, Reference Specifications listed in the Invitation to Bid or the RFP for Design-Build contracts, Request for Qualifications (RFQ), Statement of Qualifications (SOQ), Request for Proposals (RFP), modifications issued after the execution of the Contract e.g., Change Orders, Construction Manager At Risk's Guaranteed Maximum Price including written qualifications, assumptions and conditions thereto and Pre-construction Services Agreement.

**ADD**: **Limited Notice To Proceed** – A written notice given from the City to the Contractor that authorizes the Contractor to start a limited amount of work that is not Construction Work, such as finalizing subcontract agreements, ordering materials, mobilization, furnishing a field office, and any other preliminary work done prior to performing Construction Work.

## Notice of Completion (NOC) – ADD the following:

See California Civil Code section 3093.

**Samples -** Physical examples which illustrate materials, equipment or workmanship and establish standards by which the Work will be evaluated.

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

The Normal Working Hours shall be 8:30 AM to 3:30 PM.

**Certificate of Compliance** – To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

**Certificate of Compliance** – A written document signed and submitted by a supplier or manufacturer that certifies that the material or assembled material supplied to the Work site complies with the requirements of the Contract Documents.

## **SECTION 2 - SCOPE AND CONTROL OF WORK**

**2-1.2.2 Joint Venture Contractors.** To the City Supplement, last paragraph, DELETE in its entirety and SUBSTITUTE with the following:

The Joint Venture shall designate an on-site representative and an alternate in writing. The on-site representative and the alternate shall have the full authority to bind all Joint Venture partners.

The Joint Venture shall provide a copy of the Joint Venture agreement and the Joint Venture license to the City within 10 Working Days after receipt by the Bidder of Contract forms.

### 2-3.1.2 Subcontractor List. ADD the following:

For Extra Work, the Contractor shall submit Form CC10, "CONTRACT CHANGE ORDER (CCO)" with each CCO proposal. Form CC10 is available for download from the EOCP site at: http://www.sandiego.gov/eoc/pdf/cc10.pdf

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

The Contractor shall perform, with its own organization, Contract work amounting to at least 30 percent 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 determining the Apparent Low Bidder as specified. The self performance percentage requirement will be waived for contracts when a "B" License is required or allowed.

#### 2-3.3 Status of Subcontractors. ADD the following:

With every request for payment, the Contractor shall submit to the Engineer a breakdown showing monthly and cumulative amounts of the Work performed under Change Order by the Contractor and the Subcontractors. The reporting format shall be approved by the Engineer.

2-3.4 Subcontract Requirements. To the City Supplement, ADD the following paragraph:

The Contractor shall ensure that all of its Subcontractors are licensed at the time of the execution of their subcontract agreements. In the event a Subcontractor is not properly licensed, the Contractor shall cease payment to Subcontractor for all work performed when the Subcontractor was improperly licensed. Any payment made by the Contractor to a Subcontractor for work performed when the Subcontractor was unlicensed shall be returned to the City.

Where the Contract Documents require that a particular product be installed or applied by an applicator approved by the manufacturer, it is the Contractor's responsibility to ensure the Subcontractor or Supplier employed for such work is approved by the manufacturer.

**2-5.2 Precedence of Contract Documents.** To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

**2-5.2 Precedence of Contract Documents.** If there is a conflict between any of the Contract Documents, the document highest in the order of precedence shall control. The order of precedence, from highest to lowest, shall be as follows:

- 1) Permits (i.e., issued by jurisdictional regulatory agencies)
- 2) Change Orders and Supplemental Agreements; whichever occurs last
- 3) Contract and Agreement
- 4) Addenda
- 5) Bid (e.g., price Proposal for <u>Design-Build</u> contracts)
- 6) Request for Proposal (RFP)
- 7) Invitation to Bid
- 8) Instruction to Bidders
- 9) Request for Qualifications (RFQ)
- 10) Special Provisions (i.e., City's EOCP Requirements, City Supplement, and Supplementary Special Provisions (SSP))
- 11) Plans
- 12) Construction Documents (for <u>Design-Build</u> contracts)
- 13) Standard Drawings
- 14) Reference Specifications (e.g., GREENBOOK)
- 15) Technical Proposal (for <u>Design-Build</u> contracts)
- 16) Statement of Qualifications (SOQ)

When additional requirements by the funding sources are physically or by reference incorporated in the Contract Documents, the funding source's requirements shall govern unless specified otherwise.

Figured dimensions shall take precedence over scaled dimensions. Detailed drawings shall take precedence over general drawings.

**2-5.3.1 General.** DELETE in its entirety and SUBSTITUTE with the following:

When required by the Contract Documents or when requested by the Engineer, the Contractor shall provide the submittals as specified in 2-5.3.2, 2-5.3.3, and 2-5.3.4 to the Engineer. Materials shall neither be furnished nor fabricated, nor shall any work for which submittals are required be performed before the required submittals have been reviewed and accepted by the Engineer. The payment for the submittals shall be included in the various Bid items. Neither review nor acceptance of submittals by the Engineer shall relieve the Contractor from responsibility for errors, omissions, or deviations from the Contract Documents, unless such deviations were specifically called to the attention of the Engineer in the letter of transmittal. The Contractor shall be responsible for the correctness of the submittals.

The Contractor shall allow a minimum of 20 working days for review of submittals unless otherwise specified in the Special Provisions. Each submittal shall be accompanied by a letter of transmittal.

## **2-5.4.1 General.** ADD the following:

Source Identification e.g., RFI numbers and Change Order numbers as required to identify the source of the change to the Contract Documents shall be noted.

2-5.4.2 Asset Specific Red-lines. To the City Supplement, item d). ADD the following:

- Dimensional changes to the drawings.
- Revisions to details shown on drawings.
- Depths of foundations below first floor.
- Locations and depths of underground utilities.
- Revisions to routing of piping and conduits.
- Revisions to electrical circuitry.
- Actual equipment locations.
- Duct size and routing.
- Locations of concealed internal utilities.
- Changes made by Change Order.
- Details not on original Plans.

## **2-6 WORK TO BE DONE.** ADD the following:

In accordance with the provisions of California Law, the Contractor shall possess or require the Subcontractor(s) to possess valid appropriate license(s) for the Work being performed.

The scope of Work for the additive alternate includes etched granite educational plaques and quote formed in seatwall. For additional information, refer to the Plans and Bid.

2-9.2 Survey Services. DELETE in its entirety and SUBSTITUTE with the following:

The Contractor shall be responsible for all surveying and construction staking services or as may be specified in these special provisions. The electronic construction file prepared by the consultant will be provided in AutoCAD for use by the contractor in carrying out this work.

The payment for surveying shall be included in the various Bid items unless a Bid item for Surveying has been provided.

## 2-10 AUTHORITY OF BOARD AND ENGINEER. ADD the following:

Regulating agencies of the City, such as Developmental Services, Fire and Planning Departments, enforce Legal Requirements and standards. These enforcement activities are not subject to the responsibilities of the Engineer under this Agreement.

## **2-11 INSPECTION.** ADD the following:

The City may utilize field inspectors to assist the Engineer during construction in observing performance of the Contractor. The inspector is for the purpose of assisting the Engineer and shall not be confused with an inspector with a City regulatory agency or with a Special Inspector.

Code compliance testing (including all Geotechnical requirements) and inspections required by codes or ordinances, or by a plan approval authority, shall be the responsibility of and shall be paid by the Contractor, unless otherwise provided in the Contract Documents.

The Contractor's quality control testing and inspections shall be the sole responsibility of the Contractor and paid by the Contractor included in the Bid price.

**ADD: 2-17 CONTRACTOR REGISTRATION.** The Contractor, Subcontractors, and Suppliers shall register with the City's EOCP via Prism® i.e., the City's web-based contract compliance portal at: <u>https://pro.prismcompliance.com/contractor/plugins/pages/contractormenu.aspx</u>.

The Contractor shall ensure that proposed Subcontractors and Suppliers have completed the registration prior to Notice of Intent to Award. If the Contractor fails to have its Subcontractors and Suppliers registered after the NTP has been issued, the City will withhold a minimum of 10% in addition to the Retention from all invoices submitted until the Contractor and all listed Subcontractors and Suppliers are properly registered in PRISM.

## SECTION 3 – CHANGES IN WORK

**3-3.2.2 Basis for Establishing Costs.** To the City Supplement, item a) Labor, first and second paragraphs, DELETE in their entirety and SUBSTITUTE with the following:

The City reserves the right to request financial records of salaries for an employee, wages, bonuses and deductions to substantiate the actual cost of labor certified by a California licensed Certified Public Accountant. The Contractor shall use the City provided form i.e., "PUBLIC WORKS PAYROLL REPORTING FORM" which is available at http://www.sandiego.gov/eoc/pdf/payrollreport.pdf to list the labor rates of its personnel and Subcontractors who work on this Project. An initial submittal shall be made prior to NTP.

The payment for payroll records shall be included in the various Bid item unless a separate Bid item has been provided.

## **SECTION 4 - CONTROL OF MATERIALS**

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

The Contractor shall employ and pay for the services of qualified inspection entity to perform specialty inspection services as specified here:

Independent Playground Safety Inspector

**4-1.5 Certificates of Compliance.** To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

**4-1.5 Certificates of Compliance.** DELETE in its entirety and SUBSTITUTE with the following:

Certificates of Compliance shall be furnished to the Engineer prior to the use of any material or assembled material for which these Specifications so require or if so required by the Engineer.

The Engineer may waive the materials testing requirements of the Specifications and accept a Certificate of Compliance. Manufacturing test data may be required by the Engineer to be included with the submittal.

Materials used on the basis of a Certificate of Compliance may be sampled and tested at any time. The submission of a Certificate of Compliance shall not relieve the Contractor of responsibility for incorporating material in the Work which conforms to the requirements of the Contract Documents, and any material not conforming to the requirements will be subject to rejection whether in place or not. When professional certification of performance criteria of materials, systems or equipment is required by the Contract Documents, the City shall be entitled to rely upon the accuracy and completeness of such calculations and certifications.

**4-1.6 Trade Names or Equals.** To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

Whenever materials or equipment are indicated in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the naming of the item is intended to establish the type, function, and quality required. Unless stated otherwise, materials or equipment of other Suppliers may be accepted if sufficient information is submitted to the Engineer for review to determine whether the material or equipment proposed is equivalent or equal to that named.

- a) The Contractor shall submit its list of proposed substitutions for "an equal" ("or equal") item(s) **no less than 15 Working Days prior to Bid due date** and on a City form when provided by the City.
  - i. The City will respond to the Contractor's substitution proposal by at least 3 Working Days prior to the Bid due date. If the City fails to respond to the Contractor's substitution proposal within the specified time period, the substitution proposal will be deemed denied.
  - ii. The Contractor may bring forward a substitution proposal after Award that was denied based on the City's failure to respond by submitting a "Cost Reduction Proposal" in accordance with 3-1.3.
- b) The request for substitution shall include the following information:
  - i. Whether or not acceptance of the substitute for use in the Work will require a change in any of the Contract Documents to adopt the design to the proposed substitute.
  - ii. Whether or not incorporation or use of the substitute in connection with the Work is subject to payment of any license fee or royalty.
  - iii. All variations of the proposed substitute from the items originally specified will be identified.
  - iv. Available maintenance, repair, and replacement service requirements. The manufacturer shall have a local service agency within 50 miles of the site which maintains properly trained personnel and adequate spare parts and is able to respond and complete repairs within 24 hours.
  - v. Certification that the proposed substitute will perform adequately the functions and achieve the results called for by the general design, and be similar and of equal substance to that indicated, and be suited to the same use as that specified.
- c) There is no guaranteed time frame for the City's review of the substitution requests.
- d) The burden of proof as to the type, function, and quality of any such substitute product, material or equipment shall be upon the Contractor. The Engineer may require at the Contractor's expense additional data about the proposed substitute.
- e) If the Engineer takes no exceptions to the proposed substitution, it shall not relieve the Contractor from responsibility for the efficiency, sufficiency, quality, and performance of the substitute material or equipment, in the same manner and degree as the material and equipment specified by name.
- f) The lack of action(s) on the Engineer's side within the Contractor's requested time shall not constitute acceptance of the substitution.

- g) Acceptance by the Engineer of a substitute item shall not relieve the Contractor of the responsibility for full compliance with the Contract Documents.
- h) For the substitution review process or to have materials listed on the AML, refer to the AML standard review process.
- i) The Bid submittal shall be based on the material and equipment specified by name in the Contract. If the proposal is rejected by the Engineer, the Contractor shall not be entitled to either an extension in Contract Time, increase in the Contract Price, or both.
- j) As applicable, no Shop Drawing or Working Drawing submittals shall be made for a substitute item nor shall any substitute item be ordered, installed, or utilized without the Engineer's prior written.
- k) The Contractor shall reimburse the City for the charges of the Engineer for evaluating each proposed substitute.
- 1) For Design-Build contracts, one copy of all designer reviewed submittals shall be provided to the Engineer.

## SECTION 6 - PROSECUTION, PROGRESS AND ACCEPTANCE OF WORK

**6-1.2 Commencement of Work.** To the GREENBOOK and the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

Unless specified otherwise, construction shall start within 5 Working Days after NTP and be diligently prosecuted to completion within the Contract Time. The Contractor shall not start any construction activity at the Site until the Pre-construction Meeting is held and the NTP has been issued by the Engineer.

Upon the Contractor's written request, the City may delay the NTP as follows:

- a) Up to 5 Working Days from the Pre-construction Meeting, or
- b) Up to 40 Working Days from the Limited NTP for the preparation, submittal, obtaining approval for and filing of the PRDs in accordance with 801, "STORM WATER POLLUTION CONTROL," or
- c) Up to 60 Working Days from the Limited NTP for the preparation, submittal, and approval of the TCP on "D-sheets" when specified in 7-10.2, "Traffic Control."

For areas that do not require engineered TCP on D-sheets, the Contractor may at any time after the Pre-construction Meeting obtain a TCP Permit via Working Drawings or the City's over the counter process and start the Work. If the Contractor decides to commence the construction work before the completion of the D-sheet TCPs, the Contractor shall forfeit the 60 Working Days specified here. The D-sheet TCP shall be done concurrently and no additional time will be granted.

For paving Work, the Contractor shall coordinate the Work to facilitate the installation and protection of the new curb ramps and associated concrete work prior to commencing the asphalt overlay operations. The Work at a specific location shall not commence until all layouts and measurements are agreed upon by both the Contractor and the Engineer. **ADD: 6-1.8 Pre-construction Meeting.** Within 20 Working Days from the Limited NTP the Engineer will schedule a mandatory pre-construction meeting (Pre-construction Meeting) with the Contractor. The agenda will include items such as NTP, design services and submittal and review process for Design-Build contracts, critical elements of the work schedule, submittal schedule, cost breakdown of major lump sum items, payment requests and processing, environmental and community concerns, coordination with the involved utility firms, the level of record project documents required and emergency telephone numbers for all representatives involved in the course of construction.

**ADD: 6-8.1 Completion.** To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

**6-8.1 Completion.** The Contractor shall submit a written assertion that the Work has been completed. If, in the Engineer's judgment, the Work has been completed in accordance with the Contract Documents, the Engineer will set forth in writing the date the Work was completed. This will be the date when the Contractor is relieved from responsibility to protect and maintain the Work.

**6-8.2 Acceptance.** To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

**6-8.2 Acceptance.** Acceptance will occur after all of the requirements contained in the Contract Documents have been fulfilled. If, in the Engineer's judgment, the Contractor has fully performed the Contract, the Engineer will accept the Contractor's performance of the Contract.

6-8.3 Warranty. To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

**6-8.3 Warranty.** Unless specified otherwise, the Work shall be warranted by the Contractor against defective workmanship and materials for a period of 1 year.

- a) The warranty period shall start on the date of completion of the Work as determined by the Engineer.
- b) The Contractor shall provide an unconditional warranty on all installed fiber optic cable for a minimum period of 2 years.
- c) The warranty period for the following items of the Work shall be 3 years:
  - 1. Work under Section 500 (requires Long Term Warranty Contract (LTWC))
  - 2. DWT Construction (requires manufacturer's warranty)
  - 3. LED signal modules (requires manufacturer's warranty)
  - 4. Private sewer pumps including the alarm panel and all other accessories. The Contractor shall provide the City and property owner a copy of the warranty. (requires manufacturer's warranty)
- d) The Contractor shall involve the manufacturer in the installation and startup as needed to secure any extended warranty required.
- e) The warranty period for specific items covered under manufacturers' or suppliers' warranties shall commence on the date they are placed into service at the direction of or as approved by the Engineer in writing.

- f) All warranties, express or implied, from Subcontractors or Suppliers, of any tier, for the work performed and materials furnished shall be assigned, in writing, to the City, and such warranties shall be delivered to the Engineer prior to acceptance of the Contractor's performance of the Contract.
- g) The Contractor shall replace or repair defective Work in a manner satisfactory to the Engineer, after notice to do so from the Engineer, and within the time specified in the notice. If the Contractor fails to make such replacement or repairs within the time specified in the notice, the City may perform the replacement or repairs at the Contractor's expense. If the Contractor fails to reimburse the City for the actual costs, the Contractor's Surety shall be liable for the cost thereof.
- h) Nothing in this warranty is intended to limit any manufacturer's warranty which provides the City with greater warranty rights than set forth in this section or the Contract Documents.
- i) These specifications are not intended to constitute a period of limitations or waiver of any other rights or remedies City may have regarding the Contractor's other obligations under the Contract Documents or federal or state law.
- j) The Contractor shall respond and initiate corrective action within 24 hours of notice of nonconforming Work that poses an imminent threat to person or property.

**6-9 LIQUIDATED DAMAGES.** To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

MODIFY to increase the daily value from \$250 to \$1,000 for contracts with a value of over \$100,000.

Failure to complete the liner installation and lateral reinstatement as specified in Part 5, "SYSTEM REHABILITATION," within the Contract Time will result in damages being sustained by the City.

# SECTION 7 - RESPONSIBILITIES OF THE CONTRACTOR

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

The insurance provisions herein must not be construed to limit your indemnity obligations contained in this contract.

# ADD: 7-3.1 Policies and Procedures.

- a) You must procure the insurance described below, at your sole cost and expense, to provide coverage against claims for loss including injuries to persons or damage to property, which may arise out of or in connection with the performance of the Work by you, your agents, representatives, officers, employees or subcontractors.
- b) Insurance coverage for property damage resulting from your operations is on a replacement cost valuation. The market value will not be accepted.
- c) You must 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 this contract, e.g., your indemnity obligations, will is not deemed limited to the insurance coverage required by this contract.

- d) Payment for insurance is included in the various items of Work as bid by you, and 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.
- e) Policies of insurance must 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 this contract. Your failure to maintain or renew coverage or to provide evidence of renewal during the term of this contract may be treated by the City as a material breach of contract.

# ADD: 7-3.2 Types of Insurance.

# 7-3.2.1 Commercial General Liability Insurance.

- a) Commercial General Liability Insurance must 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.
- b) The policy must 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).
- c) There must be no endorsement or modification limiting the scope of coverage for either "insured vs. insured" claims or contractual liability. You must maintain the same or equivalent insurance for at least 10 years following completion of the Work.
- d) All costs of defense must be outside the policy limits. Policy coverage must be in liability limits of not less than the following:

General Annual Aggregate Limit	Limits of Liability
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.

- a) You must 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").
- b) All costs of defense must be outside the limits of the policy.

**ADD:** 7-3.3 Rating Requirements. Except for the State Compensation Insurance Fund, all insurance required by this contract as described herein must 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 Eligible Surplus Lines Insurers (LESLI list).

All policies of insurance carried by non-admitted carriers must be subject to all of the requirements for policies of insurance provided by admitted carriers described herein.

**ADD:** 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 must 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.

# ADD: 7-3.5 Policy Endorsements.

# 7-3.5.1 Commercial General Liability Insurance

# 7-3.5.1.1 Additional Insured.

- a) You must 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.
- b) To the fullest extent allowed by law e.g., California Insurance Code §11580.04, the policy must be endorsed to include the City and its respective elected officials, officers, employees, agents, and representatives as additional insured.
  - 1. The additional insured coverage for projects for which the Engineer's Estimate is \$1,000,000 or more must 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.
  - The additional insured coverage for projects for which the Engineer's Estimate is less than \$1,000,000 must 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 must 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 must provide that any insurance maintained by the City and its elected officials, officers, employees, agents and representatives must be in excess of the Contractor's insurance and must not contribute to it.

**7-3.5.1.3 Project General Aggregate Limit.** The policy or policies must 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 must reduce the Designated Construction Project General Aggregate Limit. The Designated Construction Project General Aggregate Limit must 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 must 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.

**ADD:** 7-3.6 Deductibles and Self-Insured Retentions. You are responsible for the payment of all deductibles and self-insured retentions. Disclose deductibles and self-insured retentions to the City at the time the evidence of insurance is provided.

**ADD:** 7-3.7 **Reservation of Rights.** We reserve 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. We 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.

**ADD:** 7-3.8 Notice of Changes to Insurance. You must notify the City 30 days prior to any material change to the policies of insurance provided under this contract.

**ADD:** 7-3.9 Excess Insurance. Policies providing excess coverage must follow the form of the primary policy or policies e.g., all endorsements.

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

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

- a) In accordance with the provisions of §3700 of the California Labor Code, you must provide at its 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.
- b) Limits for this insurance must be not less than the following:

Workers' Compensation	Statutory Employers Liability
-	
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

c) By signing and returning this contract you certify that you are aware of the provisions of §3700 of the Labor Code which require 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 will 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 must 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.

# 7-5 PERMITS, FEES, AND NOTICES. To the City Supplement, DELETE item e) in its entirety.

# 7-8.6 Water Pollution Control. ADD the following:

a) The Project is subject to the Storm Water Pollution control requirements listed on the Plans or as specified in these specifications.

- b) For contracts subject to Construction General Permit (CGP), the Contractor's QSD shall verify the City's assessment prior to submittal through SMARTS.
- c) The Contractor's attention is directed to Section 801, "WATER POLLUTION CONTROL" of these specifications for more information.

Based on a preliminary assessment by the City, this contract is subject to WPCP.

#### 7-9 PROTECTION AND RESTORATION OF EXISTING IMPROVEMENTS. ADD the following:

In any emergency affecting the safety of persons or property, the Contractor shall act, at its discretion, to prevent threatened damage, injury or loss. Any change in Contract Price or Contract Time resulting from emergency work shall be determined as provided in SECTION 3, "CHANGES IN WORK."

**7-10.1 Traffic and Access.** To the City Supplement, DELETE the agency notification listing in its entirety and SUBSTITUTE with the following:

The Contractor shall notify Metropolitan Transit System (MTS), a minimum of 5 Working Days prior to excavation, construction, or traffic control affecting bus stops. The Contractor shall notify the remaining agencies a minimum of two 2 Working Days prior to construction activities affecting the agencies:

Fire Department Dispatch	(Street or alley closure)	(858) 573-1300
Police Department Traffic	(Street or alley closure)	(858) 495-7800
Street Division/Electrical	(Traffic signals)	(619) 527-7500
U.S. Navy	(32nd Street Naval Station)	(619) 556-1319
Underground Service Alert	(Any excavation)	(800) 422-4133
MTS	(Street Closure and Bus Stops)	(619) 238-0100 Ext 6451

**7-10.6 Traffic Plate Bridging.** To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

Transverse or longitudinal cuts, voids, trenches, holes, and excavations in the right-of-way that cannot be properly completed within 1 Working Day shall be protected by adequately designed barricades and structural steel plates [plates] that will support legal vehicle loads in such a way as to preserve unobstructed traffic flow.

The Contractor shall secure approval, in advance, from authorities concerning the use of any bridging proposed on the Work.

Plates shall conform to the following:

- a) The trench shall be adequately shored to support the bridging and traffic loads.
- b) Plates shall be designed for HS 20-44 truck loading in accordance with Caltrans Bridge Design Specifications Manual.
- c) For the minimum thickness of plates refer to Table 7-10.6(A):

Trench Width	Minimum Plate Thickness
10" (0.25 m)	1/2" (13 mm)
1'-11" (0.58 m)	3/4" (19 mm)
2'-7" (0.80 m)	7/8" (22 mm)
3'-5" (1.04 m)	1" (25 mm)
5'-3" (1.6 m)	1 1/4" (32 mm)

Table 7-10.6(A) - Trench Width / Minimum Plate Thickness

For spans greater than 5'-3" (1.6 m), a structural design shall be prepared by a California Registered Civil Engineer and approved by the Engineer.

- d) Plates shall have a skid-resistant surface with a nominal Coefficient Of Friction (COF) of 0.35 as determined by California Test Method 342.
- e) Plates shall extend a minimum of 12" (300 mm) beyond the edges of the trench.
- f) Plates shall provide complete coverage to prevent any person, bicycle, motorcycle or motor vehicle from being endangered due to plate movement causing separations or gaps.
- g) Plates shall be secured against movement or displacement by using adjustable cleats, shims, welding, or other devices, and shall be installed in a manner that will minimize noise as traffic drives over them. Plates shall be installed using either Method (1) or (2):
  - i. Method 1 [For speeds greater than 45 mph (70 Km/hr)]: The pavement shall be cold planed to a depth equal to the thickness of the plate and to a width and length equal to the dimensions of the plate.
  - ii. Method 2 [For Speeds less than 45 mph (70 Km/hr)]: Approach plate(s) and ending plate (if longitudinal placement) shall be attached to the roadway by a minimum of 2 dowels pre-drilled into the corners of the plate and drilled 2" (50 mm) into the pavement. Subsequent plates are butted to each other. Fine graded asphalt concrete shall be compacted to form ramps, maximum slope 8.5 % with a minimum 12" (305 mm) taper to cover all edges of the plates.

Alternative installation method may be submitted in accordance with 2-5.3, "Submittals" for the Engineer's approval.

- h) The Contractor shall be responsible for maintenance of the plates, shoring, and asphalt concrete ramps or any other approved device used to secure the plates. The Contractor shall immediately mobilize necessary personnel and equipment after being notified by the Engineer, the City's station 38, or a member of the public of a repair needed e.g., plate movement, noise, anchors, and asphalt ramps. Failure to respond to the emergency request within 2 hours will be grounds for the City to perform necessary repairs that will be invoiced at actual cost including overhead or \$500 per incident, whichever is greater. Failure by the Contractor to comply may result in automatic grounds suspension of permit, Contract, or both.
- i) When plates are removed, any damage to the pavement shall be repaired with fine graded asphalt concrete mix or slurry seal satisfactory to the Engineer.

Payment for traffic plate bridging shall be included in the various Bid items unless a Bid Item has been provided for steel plate bridging.

#### **SECTION 8 - FACILITIES FOR AGENCY PERSONNEL**

#### 8-2 FIELD OFFICE FACILITIES. To the City Supplement, DELETE in its entirety.

# **PART 2 - CONSTRUCTION MATERIALS**

#### SECTION 210 – PAINT AND PROTECTIVE COATINGS

**ADD: 210-6 Anti-graffiti Coating.** Anti-graffiti coating shall be as manufactured by Monopole, Inc. (or approved equal).

Materials shall be applied as specified below:

- a) 1<sup>st</sup> Coat: Aquaseal ME12 (Item 5200)
- b) 2<sup>nd</sup> Coat: Permashield Base (Item 6100)
- c) 3<sup>rd</sup> Coat: Permashield Premium (Item 5600 for matte finish or Item 5650 for gloss finish)
- d) 4th Coat: Permashield Premium (Item 5600 for matte finish or Item 5650 for gloss finish)

#### SECTION 212 - LANDSCAPE AND IRRIGATION MATERIALS

#### 212-1.1 Topsoil.

**212-1.1.2 Class "A" Topsoil.** To the City Supplement, 3<sup>rd</sup> paragraph, ADD the following between the words "the" and "agricultural":

"gradation limits, permeability rate, and"

To the City Supplement, 8<sup>th</sup> paragraph, ADD the following:

- m) Measurement of sodicity (Sodium Adsorption Ratio).
- n) Recommendations for soil leaching.
- o) Pounds of pre-plant fertilizer per 1,000 sq. ft. and recommended NPK analysis of fertilizer.
- p) Pounds of maintenance fertilizer per 1,000 sq. ft. and recommended NPK analysis of fertilizer.

212-1.1.3 Class "B" Topsoil. To the City Supplement, 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.

**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.

**ADD: 212-2.1.17 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.

# 212-3 ELECTRICAL MATERIALS.

**ADD: 212-3.2.4 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: 212-3.2.5 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 216 – DETECTABLE WARNING TILES**

**216-1.2 Materials.** To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

Materials for DWT specified herein shall be per the City's Approved Materials List (AML). The tiles shall have the manufacturer's logo stamped permanently on the product with identifying information such as model number and type.

- a) The Stainless Steel Cast in Place DWT shall be of 16 gauge Type 304L with an integral micro-texture non-slip surface stamped into the stainless steel plate on the top of the domes and in the field surface between the domes. It shall have an ultra violet stabilized coating.
- b) Vitrified Polymer Composite (VPC) Cast in Place DWT shall be an epoxy polymer composition with an ultra violet stabilized coating employing aluminum oxide particles in the truncated domes. VPC Product shall be provided with a 5-year manufacturer written warranty form materials and installation.
- c) For others materials and a complete listing of material physical property requirements refer to the City's AML.

# PART 3 – CONSTRUCTION METHODS

# SECTION 303 - CONCRETE AND MASONRY CONSTRUCTION

# ADD: 303-5.3.1 Exposed Aggregate Concrete Finishing.

- a) Coarse Seeded Exposed Aggregate:
  - 1. Immediately after the surface of the concrete has been screeded and floated to <sup>1</sup>/<sub>4</sub>" in 10 (ten) feet of tolerance and surface water has been removed, hand-seed the aggregate mixture uniformly in the concrete surface to provide uniform maximum coverage.

- 2. The aggregate mix shall be lightly hand-tamped to a point where a minimum of the aggregate is embedded below the concrete surface. The final aggregate surface plane shall be brought to a true plane within <sup>1</sup>/<sub>4</sub>" in 10 (ten) feet tolerance in any direction.
- 3. Finish shall match approved site sample.
- b) Concrete Retarder Application
  - 1. Preparation and Application
    - a. Protect all curbs, borders, adjacent stones, pavers, etc. that are not to receive retarded finish prior to application of retarders. Use Protector Face Off by Grace Construction Products.
    - b. Pour concrete, seed aggregates where called for, float and lightly trowel finish where required.
    - c. Apply Top Cast Retarders with a low-pressure sprayer at a rate of 250-350 sq.ft./ gal. Per manufacturers' requirements. Material is colored to allow for verification of even and complete coverage.
    - d. Once dry (1-2 hours), Top Cast provides protection against intermittent rain or hot, windy conditions and requires no additional covering.

Number Code	Etch/Aggregate Size to Expose*	Coverage	Color
3	Acid Etch Finish	250/350 S.F. / Gal.	Lt. Blue Violet
5	Lt. Sandblast Finish	250/350 S.F. / Gal.	Lt. Blue
15	Up to 1/4"	250/350 S.F. / Gal.	Yellow
25	1/8" to 1/4"	250/350 S.F. / Gal.	Beige
50	1/8" to 3/8"	250/350 S.F. / Gal.	Canary Green
75	1/8" to 3/8"	250/350 S.F. / Gal.	Blue
100	3/8" to 1/2"	250/350 S.F. / Gal.	Gray
125	3/8" to 5/8"	250/350 S.F. / Gal.	Pink
150	3/8" to 5/8"	250/350 S.F. / Gal.	Green
200	5/8" to 1"	250/350 S.F. / Gal.	Salmon
250	1" to 1-1/2"	250/350 S.F. / Gal.	Orange

2. Retarder Selection Guidelines (Grace Top Cast or Equal)

\* Values listed are for standard 6-sack mix. Always test to verify the appropriate grade for specific mix designs

# 3. Finishing

a. Wash with water rinse/light broom or pressure wash with power equipment within 6 - 24 hours after the retarder is applied. Retarder removal intervals depend on strength of mix, exposed aggregate size and desired washing techniques. Earlier washing for light etch finishes may be necessary. Verify in test panels.

# SECTION 308 - LANDSCAPE AND IRRIGATION INSTALLATION

#### 308-2 EARTHWORK AND TOPSOIL PLACEMENT.

**308-2.1 General.** After the third paragraph, 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. DELETE the last paragraph and SUBSTITUTE 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 City. Permission to cut or break sidewalks shall be obtained from the Resident Engineer. No hydraulic boring shall be permitted under concrete paving.

#### 308-4 PLANTING

**308-4.1 General.** ADD the following:

1) Scarify sides of plant root balls with sharp tool to depth of one inch to girdle circular root growth prior to planting.

- 2) Planting shall be performed with materials, equipment, and procedures most favorable to establishment and growth of plants.
- 3) 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 City.

**308-4.4 Specimen Planting**. Before first paragraph, ADD the following:

Planting pits for trees 24-inch box size and larger shall be excavated at least 12 inches larger than the original plant container. Scarify soil at sides and bottom of planting pit.

**ADD: 308-4.11 Mulching.** Spread mulch uniformly in planting areas as indicated on Plans, to a minimum depth of two 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 tree shall be kept shaded with burlap or canvas.

ADD the following:

Controller Charts: Red-lines shall be approved by the City before Contractor prepares controller charts.

For each controller installed or modified, provide two controller charts.

After approval by the City, a reduced copy of the approved as-built irrigation plan, color coded by stations and laminated in plastic, minimum 10 mils. Thick, shall be provided in 11"x17" size,.

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.

Charts shall be blackline or blueline ozalid prints, and different colors shall be used to indicate area of coverage for each station.

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.

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

# ADD: PART 8 – ENVIRONMENTAL WORKS

# SECTION 801 – WATER POLLUTION CONTROL

**801-2.9 Post-Construction Requirements.** To the City Supplement, second paragraph, ADD the following:

The decal-disc inlet markers shall be "das Duracast Curb Marker®" or approved equal.

# **SECTION 807 – RESOURCE DISCOVERIES**

**ADD:** 807-1.1 Environmental Document. The City of San Diego Environmental Analysis Section (EAS) of the Development Services Department has prepared a Notice of Exemption for Windwood II Mini-Park – Play Area Upgrades, Project No. WBS # S-11017, dated June 25, 2012, as referenced in the Contract Appendix. The Contractor shall comply with all requirements of the Notice of Exemption as set forth in Contract Appendix.

Unless a separate Bid item has been provided for compliance with the City's prepared environmental document e.g., MMRP, payment shall be included in the various Bid items.

# END OF SUPPLEMENTARY SPECIAL PROVISIONS (SSP)

# TECHNICALS

# TECHNICALS

<u>SECTION</u>	TITLE
11 68 13	Playground Equipment
32 20 00	Decomposed Granite Surfacing
32 18 16.13	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. 02580B SAFETY 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 FI 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.
- 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." or approval of submittal, if required. 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 Legend and Construction Plans, or approved substitution. The Following Equipment shall include all components from Coast Recreation Quote #:56530-2-5 or approved equal:

5-12 Year Play Area – Custom Play Structure			
QTY	NO.	DESCRIPTION	
SLIDES	SLIDES		
1	130390A	Double Swoosh Slide 72"Dk DB	
1	123336A	Double Wave Poly Slide 48"Dk DB	
CLIMBER	RS		
1		Loop Arch 56"Dk DB	
		Loop Arch 72"Dk DB	
		Starburst Climber DB Only	
		Vertical Ascent 48"Dk	
<b>OVERHE</b>	AD EVENTS		
1	130873A	Ring Pull	
1	120872A	Swing Out	
ENCLOSU	U <b>RES</b>		
3	116244A	Pipe Barrier Above Deck	
1	116245A	Pipe Guardrail Above Deck	
1	123483A	Space Travel Panel Above Deck	
1	115227A	Zoo Panel Above Deck	
MORE FU	JN		
1	172566A	Blender Spinner DB	
1	111357A	Chinning Bar Alum DB	
3	166809A	E-Pod Seat	
1	120901A	Grab Bar	
1	111275A	Handloop Assembly	
1	120818A	Playstructure Seat	
DECKS			
2	122197A	90* Triangular Tenderdeck	
<u>.</u>			

5-12 Year Play Area – Custom Play Structure		
QTY	NO.	DESCRIPTION
6	121948A	Kick Plate 8"Rise
2	111228A	Square Tenderdeck
1	112471A	Transfer Step DB
5	111231A	Triangular Tenderdeck
1	119646A	Tri-Deck Extension
1	121949A	Tri-Deck Kick Plate 8"Rise
POSTS		•
1	111404H	92"Alum Post DB
1	111404F	108"Alum Post DB
1	111404D	124"Alum Post DB
5	111404C	132"Alum Post DB
2	111404O	132"Steel Post DB
2	111404A	148"Alum Post DB
NON STA	NDARD PROD	UCT CHARGES
1	CL100450	MODIFIED EVOS/PB ARCH
1	CL100490	MODIFIED EVOS/PB ARCH
		Freestanding Play
KIDS IN N		1
1	155077A	Stand-Up Spinner DB Only
1	158105A	Wobble Pod DB Only
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
SENSORY		1
1	158106A	Chatter Noodle DB Only
1	164157A	Double Noodle Pod DB
1	164157B	Double Noodle Pod DB
1	160418A	The Peak Rock Climber

- 2.02 The layout shown in the plan view is based upon equipment and measurements from Coast Recreation, quote number 56530-2-5. 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.

# 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. A Manufacturer's Representative must inspect the final installation prior to acceptance. Manufacturer's representative 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 shall 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**

#### **SECTION 32 20 00**

#### **DECOMPOSED GRANITE SURFACING**

#### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions apply to this Section.

#### 1.2 SUMMARY

- A. This Section includes stabilized decomposed granite paving.
- B. This Section includes non-stabilized decomposed granite mulch.

#### 1.3 SUBMITTALS

- A. Material Certificates: Certificates signed by suppliers certifying that each material complies with requirements.
- B. Sample Mock-up: Provide 8 ft. x 8 ft. x 4 inch thick sample mock-up with redwood header for each color of stabilized decomposed granite

# PART 2 - PRODUCTS

#### 2.1 DECOMPOSED GRANITE

- A. Decomposed Granite: Igneous rock which has weathered in place, or any sedimentary material principally derived from igneous rock. Provide washed material free of organic material and other deleterious substances.
- B. Material shall be C-35 conforming to the following gradation as determined by ASTM C 136:

Sieve Size	Percent Passing (by weight)
3/8 inch	100
No. 4	100
No. 8	93
No. 16	65
No. 30	44
No. 50	28
No. 100	16
No. 200	8.7
Resistance "R" value 82%	

Sand equivalent value 61%

# PART 3 - EXECUTION

#### 3.1 EXAMINATION

- A. Verify that subgrade is dry and in suitable condition to support surfacing and imposed loads.
- B. Proof-roll subgrade using heavy, pneumatic-tired rollers to locate areas that are unstable or that require further compaction.
- C. Do not begin paving installation until unsatisfactory conditions have been satisfactorily corrected.

#### 3.2 SURFACE PREPARATION

A. General: Ensure that prepared subgrade is ready to receive surfacing.

#### 3.3 STABILIZED DECOMPOSED GRANITE SURFACING

- A. Place and compact surfacing material at optimum moisture content to required grades, lines, cross sections, and thickness to not less than 95 percent of maximum dry unit weight according to ASTM D 1557.
  - 1. Shape material to required crown elevations and cross-slope grades.
  - 2. Place materials in a single layer.
  - 3. Compacted thickness shall be 4 inches minimum.
- B. Compact surfacing with 5 ton or larger rollers or using other equipment acceptable to Landscape Architect. Compact with vibratory-plate compactors in areas inaccessible to rollers.
- C. Examine surface immediately after rolling for indicated crown, grade, and smoothness. Adjust surfaces as required, and reroll to obtain smoothness and required elevations.
- D. Protection: After final rolling, do not permit vehicular traffic on surfacing.

#### 3.4 INSTALLATION TOLERANCES

- A. Thickness: Compact to produce the thickness indicated within the following tolerances:
  - 1. Surface Course: Plus 1/4 inch, no minus.
- B. Surface Smoothness: Compact to produce a surface smoothness within the following tolerances as determined by using a 10-foot straightedge applied transversely or longi-tudinally to surfaced areas:
  - 1. Surface Course: 1/4 inch.

# **END OF SECTION**

#### SECTION 32 18 16.13

#### PLAYGROUND PROTECTIVE SURFACING

#### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section includes:
  - 1. Poured-in-Place Playground Surfacing System: Super-7 with aliphatic urethane for the top surface is specified) with a 10-year warranty.
  - 2. Play Sand.
  - 3. 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 D2047 Standard Test Method for Static Coefficient of Friction of Polish-Coated Floor Surfaces as Measured by the James Machine.
  - 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 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):
    - 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 GREENBOOK and WHITEBOOK, section, 2-5.3, "Submittals.".
- B. Product Data: Submit manufacturer's product data and installation instructions.
- C. Verification Samples: Submit manufacturer's standard verification samples of 9" x 9" (229 x 229 mm) minimum.
- D. Quality Assurance/Control Submittals: Submit the following:
- E. Certificate of qualifications of the playground surfacing installer.
- F. Closeout Submittals: Submit the following:
  - 1. Warranty documents specified herein.

#### 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: Certification by manufacturer that installer is an approved applicator of the playground surfacing system.
- 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. Project Warranty: Refer to Conditions of the Contract for project warranty provisions.
- B. 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.
- C. Proper drainage is critical to the longevity of the PlayBound 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: Super-7: 10 years from date of completion of work. 2 years from date of completion of work.

# PART 2 - PRODUCTS

# 2.1 POURED-IN-PLACE PLAYGROUND SURFACING SYSTEM

- A. Manufacturer: Surface America, Inc., or approved equal.
  - 1. Contact: PO Box 157, Williamsville, NY 14231; Telephone: (800) 999-0555, (716) 632-8413; Fax: (716) 632-8324; E-mail: info@surfaceamerica.com; website: http://www.surfaceamerica.com.
  - 2. Poured-in-place playground surfacing system, including the following:
    - a. PlayBound Poured-In-Place Primer:
      - 1) Material: Urethane.
      - 2) PlayBound Poured-in-Place Basemat:
        - a) Material: Blend of 100% recycled SBR (styrene butadiene rubber) and urethane.
        - b) Formulation Components: Blend of strand and granular material.
  - 3. Surface America Poured-In-Place Top Surface:
    - a. Material: Blend of recycled EPDM (ethylene propylene diene monomer) rubber and aliphatic urethane binder.
    - b. Thickness: Nominal 1/2" (12.7 mm), minimum 3/8" (9.5 mm), maximum 5/8" (15.9 mm).
    - 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 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 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.

# 2.3 MIXES

- A. Required mix proportions by weight:
  - 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 PlayBound 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 (7.5 m2/L).

# 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:
  - 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

# APPENDIX A

# Notice of Exemption

#### NOTICE OF EXEMPTION

(Check one or both)

TO: Х **RECORDER/COUNTY CLERK** P.O. BOX 1750, MS A-33 1600 PACIFIC HWY, ROOM 260 SAN DIEGO, CA 92101-2422 OFFICE OF PLANNING AND RESEARCH 1400 TENTH STREET, ROOM 121 SACRAMENTO, CA 95814

FROM: CITY OF SAN DIEGO DEVELOPMENT SERVICES DEPARTMENT 1222 FIRST AVENUE, MS 501 SAN DIEGO, CA 92101

#### PROJECT NO.: WBS # S-11017 PROJECT TITLE: Wind Wood II Mini Park-Play Area Upgrades

PROJECT LOCATION-SPECIFIC: The project is located at 4122 Paseo Montanas within the Carmel Valley Community Planning Area. Assessor's Parcel Number: 3072706000

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

DESCRIPTION OF NATURE AND PURPOSE OF THE PROJECT: The project would provide for Americans with Disabilities Act (ADA) upgrades to an existing 0.75-acre park. The upgrades would include the play equipment in the children's play area and surfacing, a path of travel, an accessible on-street parking space, curb ramps and site furniture. The upgrades are necessary to comply with State and Federal Regulations.

NAME OF PUBLIC AGENCY APPROVING PROJECT: City of San Diego

NAME OF PERSON OR AGENCY CARRYING OUT PROJECT: City of San Diego, Public Works/E&CP Dept.

Sheila Bose 600 B Street, Suite 800 (MS 908A) San Diego, CA 92101 619 533-3756

#### EXEMPT STATUS: (CHECK ONE)

- ()MINISTERIAL (SEC. 21080(b)(1); 15268);
- ()DECLARED EMERGENCY (SEC. 21080(b)(3); 15269(a));
- EMERGENCY PROJECT (SEC. 21080(b)(4); 15269 (b)(c) ()
- (X) CATEGORICAL EXEMPTION: 15301(A) (EXISTING FACILITIES)
- ()**STATUTORY EXEMPTIONS:**

REASONS WHY PROJECT IS EXEMPT: The City of San Diego conducted an Environmental Review which determined that since the project is located within an existing park facility the action would not result in impacts to any sensitive resources. Furthermore the project meets the criteria set forth in CEQA Section 15301 which allows for minor alterations and repairs to existing facilities and none of the exceptions listed in CEQA Section 15300.2 apply

LEAD AGENCY CONTACT PERSON: M. BLAKE

TELEPHONE: (619) 446-5375

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? (X)YES () NO

IT IS HEREBY CERTIFIED THAT THE CITY OF SAN DIEGO HAS DETERMINED THE ABOVE ACTIVITY TO BE EXEMPT FROM CEOA

MARTHA BLAKE /SENIOR PLANNER

June 25, 2012

CHECK ONE: (X) SIGNED BY LEAD AGENCY

DATE RECEIVED FOR FILING WITH COUNTY CLERK OR OPR:

DATE

# **APPENDIX B**

**Fire Hydrant Meter Program** 

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

- 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 <sup>1</sup>/<sub>2</sub>" 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 reinstallation.
- 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 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. <u>EXCEPTIONS</u>

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. Theses deposits and fees will be amended, as needed, based on actual costs. Deposits, will be refunded at the end of the use of the fire hydrant meter, upon return of equipment in good working condition and all outstanding balances on account are paid. Deposits can also be used to cover outstanding balances.

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

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

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

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

Water Department Director

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

#### APPENDIX

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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

Appendix B Fire Hydrant Meter Program Windwood Mini Park - Play Area Upgrades

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.

#### "Exhibit B"

#### CONSTRUCTION AND MAINTENANCE RELATED ACTIVITIES WITH NO 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 Seeding Irrigation (for establishing irrigation only; not continuing irrigation) Mixing Concrete Mobile Car Washing Special Events Street Sweeping Water Tanks Water Trucks Window Washing

Note: If there is any return to sewer or storm drain, then sewer and/or storm drain fees will be charged.

#### "Exhibit C"

#### 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 <u>(Meter location address)</u> ends in 60 days and will be removed on or after <u>(Date authorization expires)</u>. 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 refer to the Water Departments', Department Instruction (D.I.) 55.27 for further information and procedure.

Mail your request for an extension to :

City of San Diego, Water Department Attn: Meter Services 2797 Caminito Chollas San Diego, Ca. 92105-5097

Should you have any questions regarding this matter, please call the Fire Hydrant "Hot Line" at: (xxx) xxx + xxxx.

#### Sincerely,

City of San Diego Water Department

	drant Meter te/Removal Re	(EXHIBIT D)	For Office Use Only NS Req: FHM Fac #:
	_	-	Date By
Date:	to (xxx) xxx	(-xxxx, mail, or han	nt information then FAX both form and d-deliver to the City of San Diego, Wai 707 Caminito Chollas
Meter Information			San Diego, CA 92105
Billing Account #:		Requested Mov	re Date:
Current Fire Hydrant Meter Locatio	on:	-J	
New Meter Location: (Attach a de	tailed map, Thomas Bros	map location or cor	nstruction drawing.)
Company Information			·
Company Name:			
Mailing Address			
City:	State:	Zip Code:	Phone: ( )
Name and Title of Requestor:		L	Phone: ( )
Site Contact Name and Title			Phone: ( )
Pager #: Responsible Party Name authorizi			Cell : ( )
· ·			•
Signature:	Title:		Date:
Fire Hydrant Mete Check Box to Request Rem Provide current Meter location if di	oval of Above Meter	-	Removal Date:
Signature:		Title:	Date:
Signature: Phone: ()		Title: Pager: ()	Date:
Signature: Phone: ( ) CIS Account #:			Date:
Phone: ( )		Pager: () e Use Oniv	Date:
Phone: ( ) CIS Account #:		Pager: () e Use Only es Amount: \$	

FHM Relocate\_Removal Form

FHM App Created: 11/2/00-htp

### 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, S	SD CA 92123		Contract	or's Name:				
Project	Name:					Contractor's Address:					
SAP No	o. (WBS/IO/CC)										
City Pu	urchase Order No.					Contract	or's Phone	#:		Invoice No.	
v	nt Engineer (RE):					Contractor's Fax #: Invoice Date:					
RE Pho	ne#•	RE Fax#:				Contact N	Name.		Billing Po	eriod	
					Previous Estimate This Estimate		Totals to	o Date			
Item #	Item Description	Unit	Qty	Price	Extension		Amount			% / OTY	Amount
1	2 Parallel 4" PVC C900	LF	1,380	\$34.00	\$46,920.00	· • · · · · · · ·				, . , . <u>.</u>	
2	48" Primary Steel Casing	LF	500	\$1,000.00	\$500,000.00						
3	2 Parallel 12" Secondary Steel	LF	1,120	\$53.00	\$59,360.00						
			,								
4	Construction and Rehab of PS 49	LS	1	\$150,000.00	\$150,000.00						
5	Demo	LS	1	\$14,000.00	\$14,000.00						
6	Install 6' High Chain Link Fence	LS	1	\$5,600.00	\$5,600.00	1					
7	General Site Restoration	LS	1	\$3,700.00	\$3,700.00						
8	10" Gravity Sewer	LF	10	\$292.00	\$2,920.00						
9	4" Blow Off Valves	EA	2	\$9,800.00	\$19,600.00						
10	Bonds	LS	1	\$16,000.00	\$16,000.00						
11	Field Orders	AL	1	80,000	\$80,000.00						
11.1	Field Order 1	LS	5,500	\$1.00	\$5,500.00						
11.2	Field Order 2	LS	7,500	\$1.00	\$7,500.00						
11.2	Field Order 3	LS	10,000	\$1.00	\$10,000.00						
11.5	Field Order 4	LS	6,500	\$1.00	\$6,500.00						
	Certified Payroll	LS	0,500	\$1,400.00	\$1,400.00						
12	CHANGE ORDERS	Lo	1	\$1,400.00	\$1,400.00						
Charles		4 000									
	e Order 1	4,890			£11 350 00						
Items 1	-4 Deduct Bid Item 3	LF	120	\$52.00	\$11,250.00						
	e Order 2	LF 160,480	120	-\$53.00	(\$6,360.00)						
Items 1		100,400			\$95,000.00						
	-5 Deduct Bid Item 1	LF	380	-\$340.00	(\$12,920.00)						
	Encrease bid Item 9	LF	380		\$78,400.00						
	e Order 3 (Close Out)	-121,500	0	φ2,000.00							
0	Deduct Bid Item 3	121,000	53	-500.00	(\$26,500.00)						
	Deduct Bid Item 4	LS	-1	45,000.00	(\$45,000.00)						
Items 3	-9		1	-50,500.00	(\$50,500.00)						
								Total			
1	SUMMARY							This	\$ -	Total Billed	\$0.00
A. Orig	ginal Contract Amount						Ret	ention an	d/or Escro	w Payment Sche	dule
B. App	roved Change Order 1 Thru 3						Total Rete	ntion Requ	ired as of	this billing	
	l Authorized Amount (A+B)									PO or in Escrow	
	al Billed to Date									ransfer in Escrow	
	Total Retention (5% of D)									rom PO/Escrow:	
	Total Previous Payments						i uni to Ke		muaet01 II	om i O/Laciów.	
	ment Due Less Retention					Contract	or Signatu	re and De	te•		
	naining Authorized Amount	┼───┤				Contracto	or orginatul				
п. кеп	anning Authorized Annount							L	L		

# **City of San Diego**

CONTRACTOR'S NAME: HTA ENGINEER ING & CONSTRUCTION, INC. ADDRESS: 5450 COMPLEX SIREET, SUITE 303, SAN DIEGO, CA 92423 TELEPHONE NO.: (858) \$98-6855 FAX NO.: (858) 836-12-63 CITY CONTACT: DAMIAN SINGLETON, Email: dsingleton@sandiego.gov Phone: 619-235-5272; Fax: 619-236-5904

S.Bose/BD/egz

# CONTRACT DOCUMENTS



# FOR

# WINDWOOD MINI PARK – PLAY AREA UPGRADES

## VOLUME 2 OF 2

BID NO.:	L-13-5765-DBB-2
SAP NO. (WBS/IO/CC):	S-11017
CLIENT DEPARTMENT:	1714
COUNCIL DISTRICT:	<u> </u>
PROJECT TYPE:	GC

#### THIS CONTRACT IS SUBJECT TO THE FOLLOWING:

- ▶ THE CITY'S SUBCONTRACTING PARTICIPATION REQUIREMENTS FOR SLBE PROGRAM.
- > COMPETITION RESTRICTED TO: SLBE-ELBE FIRMS ONLY.

#### THIS BIDDING DOCUMENT TO BE SUBMITTED IN ITS ENTIRETY REFER TO VOLUME 1 COVER PAGE FOR TIME, DATE, AND LOCATION

# TABLE OF CONTENTS

## **Volume 2 - Bidding Documents**

The following forms must be completed in their entirety and submitted with the Bid. Include the form(s) even if the information does not apply. Where the information does not apply write in N/A. Failure to include any of the forms may cause the Bid to be deemed **non-responsive**. If you are uncertain or have any questions about any required information, contact the City no later than 14 days prior to Bid due date.

#### DESCRIPTION

#### PAGE NUMBER

1.	Bid/Proposal	
2.	Bid Bond	6
3.	Non-Collusion Affidavit to be executed by Bidder and Submitted with Bid under 23 USC 112 and PCC 7106	7
4.	Contractors Certification of Pending Actions	
5.	Equal Benefits Ordinance Certification of Compliance	9
6.	Proposal (Bid)	
7.	Form AA35 List of Subcontractors	
8.	Form AA40 Named Equipment/Material Supplier List	
9.	Form AA45 Subcontractors Additive/Deductive Alternate	

#### PROPOSAL

#### **Bidder's General Information**

To the City of San Diego:

Pursuant to "Invitation to 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.

#### IF A SOLE OWNER OR SOLE CONTRACTOR SIGN HERE:

(1)	Name under which business is conducted
(2)	Signature (Given and surname) of proprietor
	Place of Business (Street & Number)///
(4)	City and State <u><i>AllA</i></u> Zip Code <u><i>AllA</i></u>
(5)	Telephone No. 1/14 Facsimile No. 4/14
<u>IF A P</u>	ARTNERSHIP, SIGN HERE:
(1)	Name under which business is conducted $\frac{1}{n}$
(2)	Name of each member of partnership, indicate character of each partner, general or special (limited): $A/P$

(3	Signature (Note: Signature must be $A/A$	made by a genera	l partner)	
	Full Name and Character of partner			
(4	<ul> <li>Place of Business (Street &amp; Number</li> </ul>	)_N/A		
	5) City and State		Zip Coo	le <u>A//A</u>
(6	5) Telephone No. <u>A//A</u>	Fac	Zip Coo	14
<u>IF A</u>	, <u>CORPORATION, SIGN HERE:</u>			
(1	) Name under which business is cond	ucted HTA ENG	SINEERING & CO	NSTRUCTION, INC
(2	2) Signature, with official title of office	er authorized to sig	gn for the corporatio	n:
	Hat Signature	Askar		
	HATIM T. ASKAR			
	(Printed Nan PRESIDENT	ne)		
	(Title of Offic	cer)		
		,		orporate Seal Here)
(3	3) Incorporated under the laws of the S	tate of CALIP	ORNIA-	
(4	4) Place of Business (Street & Number	) <u>5450 COMPL</u>	EX STREET, SU	ITE- 303
(5	5) City and State SAN DIEGO, C	4	Zip Coo	le 92123
(6	5) Telephone No. ( 858)598-68	۲۲ Fac	csimile No. (858)	)836-1263
THE	FOLLOWING SECTIONS MUST 1	<u>BE FILLED IN B</u>	BY ALL PROPOSE	<u>RS:</u>
	cordance with the "INVITATION TO			
	NSE CLASSIFICATION A			
LICE	NSE NO. 798372	EXPIRES	07/31/2014	, 
шен			•	
This 1	license classification must also be she be classification on the bid envelope ma			e. Failure to show
This 1 license	e classification on the bid envelope ma	y cause return of		e. Failure to show
This 1 license TAX 1	e classification on the bid envelope ma	y cause return of		e. Failure to show

BIDDING	DOCUMENTS

#### THIS PROPOSAL MUST BE NOTARIZED BELOW:

I certify, under penalty of perjury, that the representations made herein regarding my State Contractor's license number, classification and expiration date are true and correct.

Signature <u>Betting</u> T. Askan Title <u>HATIM</u> PRESIDENT								9HZ					
SUBSCI	RIBED A	ND	SWOR	N TC	) BEF	ORE ME,	THIS_	<u>/0</u> _DA	AY OF	 12	_,2 <b>012</b>	<u> </u>	
Notary	Public	in	and	for	the	County	of			 ,	State	of	

(NOTARIAL SEAL)

• • • •

#### BID BOND

#### KNOW ALL MEN BY THESE PRESENTS,

HTA ENGINEERING & CONSTRUCTION, INC. DBA: HTA CONSTRUCTION

U.S. SPECIALTY INSURANCE COMPANY

as Principal, and as Surety, are

No. 5193

held and firmly bound unto The City of San Diego hereinafter called "OWNER," in the sum of  $\underline{10\%}$  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

WINDWOOD MINI PARK - PLAY AREA UPGRADES, BID NO. L-13-5765-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 "Invitation to 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.

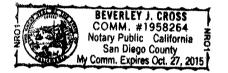
#### CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

ちちきひきひきひきひきつ ひきひきひ ひきひ ひょうひょう	ねませいもうひきいひきひとうひきひとし しいちょうしょう	UCCERE COLORIZE COLORIZ
State of California	)	CAPACITY CLAIMED BY SIGNER
County ofSAN DIEGO	)	Though statute does not require the Notary to fill in the data below, doing so may prove
On <u>12/05/2012</u> before me, <u>DEB</u>	ORAH D. DAVIS, NOTARY PUBLIC	invaluable to persons relying on the document.
personally appearedMARK D. IAT	AROLA	CORPORATE OFFICER(S)
DEBORAH D. DAVIS COMM. #1929979	tory 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	TITLE(S) PARTNER(S) LIMITED GENERAL ATTORNEY-IN-FACT TRUSTEE(S) GUARDIAN/CONSERVATOR OTHER:
SAN DIEGO COUNTY My Comm. Exp. APRIL 21, 2015	true and correct. WITNESS my hand and official seal.	SIGNER IS REPRESENTING: NAME OF PERSON(S) OR ENTITY(IES)
	OPTIONAL SECTION	
THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED AT RIGHT:	TITLE OR TYPE OF DOCUMENT	
	NUMBER OF PAGES DATE OF DOCUME	NT
Though the data requested here is not required by law, it could prevent fraudulent reattachment of this form.	SIGNER(S) OTHER THAN NAMED ABOVE	

### CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA	J.
County of San Duego	Ĵ
On 12-10-2012 before me,	Beverley J. Cross, notary Public,
Date	Here Insert Name and Title of the Officer
	D, ASKAW Name(s) of Signer(s)

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



Place Notary Seal Above

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

Witness my hand, and fidial seal. Signature e of Notary Publ

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

**Description of Attached Document** 

Title or Type of Document: bid Document	t				
Document Date: 12-10-2012	Number of Pages: /				
Signer(s) Other Than Named Above:					
Capacity(ies) Claimed by Signer(s) Signer's Name: Hatim J, Askav Individual Corporate Officer — Title(s): fundent	Signer's Name: Individual				
Corporate Officer — Title(s): <u>PMMMM</u>	Corporate Officer — Title(s): Partner — I Limited I General				
Attorney in Fact     FIGHUTHUMEDENTIAL       Trustee     OFFICIAL       Guardian or Conservator     Top of thumb here       Other:	Attorney In Fact       Attorney In Fact         Trustee       OFSICNER         Guardian or Conservator       Top of thumb here         Other:				
Signer Is Representing:	Signer Is Representing:				

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<sup>-</sup> OPTIONAL --

### CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA County of	
On <u>12-10-2012</u> before me, Date	Beverley , Cross, Notaly Public,
personally appeared	Name(s) of Signer(s)
	who proved to me on the basis of satisfactory evidence to be the person(s)-whose name( $\bullet$ ) 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( $\bullet$ )-on the instrument the person(s), or the entity upon behalf of which the person( $\bullet$ )- acted, executed the instrument.
BEVERLEY J. CROSS COMM. #1958264	I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
Notary Public California 7 San Diego County My Comm. Expires Oct. 27, 2015	Witness my hand and which a seal.
Place Notary Seal Above	Signature Signature of Notary Public
кал бал жана или жана кал бала кала кала кала кал кал кал кал кал к	OPTIONAL UNITED OF THE OPTIONAL

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

**Description of Attached Document** Title or Type of Document: bid Bond Document Date: 12-05-2012\_\_\_\_\_\_ Number of Pages: ] Signer(s) Other Than Named Above: Capacity(ies) Claimed by Signer(s) (Iskas) Signer's Name:\_\_\_\_\_ Marm. Signer's Name: Individual Individual Corporate Officer — Title(s); Corporate Officer — Title(s): Partner — 🗌 Limited 🗌 General Partner — Limited General Ret Millumizinni Ofeienie: Attorney in Fact Attorney in Fact 🗌 Trustee Trustee Top of thumb here Top of thumb here Guardian or Conservator Guardian or Conservator Other: Other: Signer Is Representing: Signer Is Representing:

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Daniel P. Aguilar, Vice President



#### POWER OF ATTORNEY

#### AMERICAN CONTRACTORS INDEMNITY COMPANY UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the Companies"), do by these presents make, constitute and appoint:

#### John G. Maloney, Mark D. Iatarola or Helen Maloney of Escondido, California

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any, and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond \*\*\*\*\*\*Fifteen Million\*\*\*\*\*\* Dollars (\$ \*15,000,000.00\*) penalty does not exceed This Power of Attorney shall expire without further action on March 18, 2015. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and behalf of the Company subject to the following provisions

Attorney-in-Pract may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate or facsimile signature or facsimile scal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 3<sup>rd</sup> day of October, 2011.

AMERICAN CONTRACTORS INDEMNITY COMPANY UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY



#### County of Los Angeles SS:

On this 3rd day of October, 2011, before me. Deborah Reese, a notary public, personally appeared Daniel P. Aguilar, Vice President o American Contractors Indemnity Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrumentant

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

Margh reese Signature

(Seal)



dav

I. Jeannie Lec, Assistant Secretary of American Contractors Indemnity Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this <sup>5TH</sup> of DECEMBER



## 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 SS. County of SAN DIEGO

#### HATIM T. ASKAR

PRESIDENT says that he or she is

\_\_\_\_\_, being first duly sworn, deposes and of 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.

Signed: Hate 7 - Askan

PRESIDENT Title:

Subscribed and sworn to before me this 10 day of 12 .2012

Notary Public

(SEAL)

Non-collusion Affidavit (Rev. June 2011) Windwood Mini Park - Play Area Upgrades

7 | Page

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA	ľ
County of San Alego	
On <u>12-10-20/2</u> before me, <u>Bend</u>	Here Insert Name and Title of the Officer
personally appeared	Name(s) of Signer(s)
	who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are-subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s)- acted, executed the instrument.
BEVERLEY J. CROSS COMM. # 1958264 Notary Public California San Diego County My Comm. Expires Oct. 27, 2015	I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. Witness my hand and official seal
Place Notary Seal Above	Signature
	TIONAL , it may prove valuable to persons relying on the document reattachment of this form to another document.
Description of Attached Document	
Title or Type of Document: <u>ABM - Collegue</u>	on - Biel Document
	Number of Pages:/
Signer(s) Other Than Named Above:	
Capacity(ies) Claimed by Signer(s)	
Signer's Name:       Nation         Individual       Individual         Corporate Officer       Title(s):         Partner       Limited         Attorney in Fact       FileFileFileFileFileFileFileFileFileFile	Signer's Name: Individual Corporate Officer — Title(s): Partner — Limited General Attorney in Fact Trustee Guardian or Conservator Other: Signer Is Representing:

© 2007 National Notary Association • 9350 De Soto Ave., P.O. Box 2402 • Chatsworth, CA 91313-2402 • www.NationalNotary.org ltern #5907 Reorder: Call Toll-Free 1-800-876-6827

#### CONTRACTORS 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 ten 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.

X

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 ten 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:

Contractor Name:	HTA ENGINEERING & CONS	TRUCT	ION, INC.
Certified By	HATIM ASKAR	Title	PRESIDENT
-	Name Hati T. Askan Signature	Date	12/11/2012

#### USE ADDITIONAL FORMS AS NECESSARY

Contractors Certification of Pending Actions (Rev. June 2011) Windwood Mini Park - Play Area Upgrades

#### **BIDDING DOCUMENTS**

For additional information, contact:

CITY OF SAN DIEGO

**EQUAL BENEFITS PROGRAM** 202 C Street, MS 9A, San Diego, CA 92101 Phone (619) 533-3948 Fax (619) 533-3220

#### EQUAL BENEFITS ORDINANCE CERTIFICATION OF COMPLIANCE



		Not and		
in internet in the		ANY INFORMAT		
	ra Engineering & Constr			HATIM ASKAR
	5450 COMPLEX STREET, S		Contact Phone:	(858)598-6855
9	SAN DIEGO, CA 92123		Contact Email:	Tim@htaeng.com
		RACT INFORMAT		
	IDWOOD MINI PARK-PLAN			Start Date:
Contract Number (if	no number, state location): L-			End Date:
	SUMMARY OF EQUAL BI	ENEFITS ORDINA	NCE REQUIREME	NTS
<ul> <li>provide and maintai</li> <li>Contractor shall</li> <li>Benefits incluchild care; tra</li> <li>Any benefit n</li> <li>Contractor shall during open en</li> <li>Contractor shall</li> <li>Contractor shall</li> </ul>	Ordinance [EBO] requires the C n equal benefits as defined in SE offer equal benefits to employees ide health, dental, vision insurance vel/relocation expenses; employees ot offer an employee with a spous post notice of firm's equal bene rollment periods. allow City access to records, whe submit <i>EBO Certification of Com</i> my is provided for convenience. <i>v/administration</i> .	DMC §22.4302 for the with spouses and emise; pension/401(k) plate assistance programs e, is not required to be fits policy in the work on requested, to confir <i>pliance</i> , signed under	ne duration of the contr ployees with domestic p uns; bereavement, family ; credit union membersh e offered to an employee prkplace and notify emp m compliance with EBC r penalty of perjury, prio	act. To comply: artners. y, parental leave; discounts, ip; or any other benefit. e with a domestic partner. bloyees at time of hire and D requirements. r to award of contract.
ar www.scinicego.go	CONTRACTOR EQUAL B	INTERITS ADDIN	ANCE CERTIFICAT	ION
Please indicate your	firm's compliance status with th			
	compliance with the EBO beca	•		
□ Prov ¤ Prov □ Has	ides equal benefits to spouses an ides no benefits to spouses or do no employees. collective bargaining agreemen	d domestic partners		
firm made employees	ne City's approval to pay affecte a reasonable effort but is not ab of the availability of a cash equ to make every reasonable effor	le to provide equal b ivalent for benefits	penefits upon contract a available to spouses bu	ward. I agree to notify t not domestic partners and
	y contractor to knowingly subn d with the execution, award, and			
certify that my firm benefits for the dura	rjury under laws of the State of 0 understands the requirements of tion of the contract or pay a cash	of the Equal Benefit	s Ordinance and will p	
HATIM ASK	AR, PRESIDENT		t.T.	Askan 12:10:12
Nan	ne/Title of Signatory		Signature	
	ROP OF	FICIAL CITY USE	ONLY	
Receipt Date:	EBO Analyst:		□ Not Approved – Rea	son:
L				(Rev 02/15/2011)

Equal Benefits Ordinance Certification of Compliance (Rev. June 2011) Windwood Mini Park - Play Area Upgrades 9 | Page

#### **BIDDING DOCUMENTS**

#### PROPOSAL (BID)

The Bidder agrees to the construction of **WINDWOOD MINI PARK - PLAY AREA UPGRADES**, for the City of San Diego, in accordance with these contract documents for the prices listed below. 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 to Award of the Contract. The duration of the Contract Price guarantees shall be extended by the number of days required for the City to obtain all items necessary to fulfill all conditions precedent e.g., bond and insurance.

ltem	Quantity	Unit	NAICS	Payment Reference	Description	Unit Price	Extension		
BASE BID									
1.	1	LS	238990	2-4.1	Bonds (Payment and Performance)	>	\$ 5,600		
2.	1	LS	541370	2-9.2	Surveying	$\geq$	\$ 5,500		
3.	1	LS	237310	7-10.2.6	Traffic Control	$\geq$	\$ 1,000		
4.	1	AL		9-3.5	Field Orders - Type II	$\geq$	\$30,000.00		
5.	1	LS	238990	9-3.4.1	Mobilization	$\geq$	\$ 21,000		
6.	1	LS	541330	801-9.4	Water Pollution Control Program Development	$\geq$	\$ 400		
7.	1	LS	237990	801-9.4	Water Pollution Control Program Implementation	$\geq$	\$ 700		
8.	1	LS	238990	9-3.1	Field Construction of play equipment, play area surfacing and drainage, site furnishings, accessible parking, accessible path of travel and planting/irrigation.		\$208 <i>,5</i> 00		
					ESTIMATED TOTAL	BASE BID:	\$272,700		
	ADDITIVE ALTERNATE "A"								
1.	5	EA	238990	9-3.1	Etched Granite Educational Plaques (12x24x3/4")	\$ 2000	\$10,000		
2.	1	LS	238990	9-3.1	Quote Formed in Seatwall	$\geq$	\$ 4.800		
					ESTIMATED TOTAL ADDITIVE ALTER	NATE "A":	\$ 14,800		

TOTAL BID PRICE FOR BID (Items 1 through 8 inclusive) amount written in words: Two Hundred Serventz Thousand Sorien Hundred Dollars & Do Conto

The Bid shall contain an acknowledgment of receipt of all addenda, the numbers of which shall be filled in on the Bid form. If an addendum or addenda has been issued by the City and not noted as being received by the Bidder, this proposal shall be rejected as being **non-responsive**. The following addenda have been received and are acknowledged in this bid:

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

HATIM T. ASKAR \_\_\_\_\_ TA ENGINEERING & CONSTRUCTION, INC, IMPORTANT NOTICE: If Bidder or other interested person is a corporation, state secretary, treasurer, and manager thereof; if a co-partnership, state true name of firm, also names of all individual co-partners composing firm; if Bidder or other interested person is an individual, state first and last names in full. Bidder: HTA ENGINEERING & CONSTRUCTION, INC. Title PRESIDENT Business Address: 5450 COMPLEX STREET, SUITE 303, SAN DIEGO, CA 92123 5450 COMPLEX STREET, SUITE 303, SAN DIEGO, CA 92123 Place of Business: Place of Residence: ~ Elato T. Askan Signature:

NOTES:

- A. The City shall determine the low Bid based on the Base Bid alone.
- B. After the low Bid has been determined, the City may award the Contract for the Base Bid alone or if applicable, for the Base Bid plus any combination of alternates selected in the City's sole discretion.
- C. Prices and notations shall be in ink or typewritten. All corrections (which have been initiated by the Bidder using erasures, strike out, line out, or "white-out") shall be typed or written in with ink adjacent thereto, and shall be initialed in ink by the person signing the bid proposal.

- D. Failure to initial all corrections made in the bidding documents shall cause the Bid to be rejected as **non-responsive** and ineligible for further consideration.
- E. Blank spaces must be filled in, using figures. Bidder's failure to submit a price for any Bid item that requires the Bidder to submit a price shall render the Bid **non-responsive** and shall be cause for its rejection.
- F. Unit prices shall be entered for all unit price items. Unit prices shall not exceed two (2) decimal places. If the Unit prices entered exceed two (2) decimal places, the City will only use the first two digits after the decimal points without rounding up or down.
- G. All extensions of the unit prices bid will be subject to verification by the City. In the case of inconsistency or conflict between the product of the Quantity x Unit Price and the Extension, the product shall govern.
- H. In the case of inconsistency or conflict, between the sums of the Extensions with the estimated total Bid, the sum of the Extensions shall govern.
- I. Bids shall not contain any recapitulation of the Work. Conditional Bids will be rejected as being **non-responsive**. Alternative proposals will not be considered unless called for.

#### **BIDDING DOCUMENTS**

#### LIST OF SUBCONTRACTORS

In accordance with the requirements provided in the "Subletting and Subcontracting Fair Practices Act", Division 2, Part 1, Chapter 4 of the Public Contract Code, the Bidder shall list below the name and address of each Subcontractor who will perform work, labor, render services or 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 list below the portion of the work which will be done 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 shall 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 that Bidders are seeking recognition towards achieving any mandatory, voluntary, or both subcontracting participation percentages.

NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONSTRUCTOR OR DESIGNER	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: 797 Lot PLOS Address: City: <u>RadCHa Coran</u> State: <u>CA</u> Zip: 91730 Phone 254 7-477-333	CariSTR.	INSTALL DLAY ERT-	13700			
Name: <u>SPECTRATUR</u> Address: <u>800 E. <u>AIMCOM</u> ST- #129 City: <u>COROMA</u> State: <u>CA</u> Zip:<u>72,279</u> Phone: <u>800-875-57</u></u>	CANSTR.	ILISTALL PLAY SURFACE	35,584			
Name:           Address:           City:         State:           Zip:         Phone:	-					

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	- 1
	Certified Disadvantaged Business Enterprise	DBE	Certified Disabled Veteran Business Enterprise	DVBE	(1)
	Other Business Enterprise	OBE	Certified Emerging Local Business Enterprise	ELBE	U.
	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 ce	ertified by:			
	City of San Diego	CITY	State of California Department of Transportation	CALTRANS	
	California Public Utilities Commission	CPUC	San Diego Regional Minority Supplier Diversity Council	SRMSDC	
	State of California's Department of General Services	CADoGS	City of Los Angeles	LA	
	State of California	CA	U.S. Small Business Administration	SBA	
T	e Bidder will not receive any subcontracting participatio	n percentages if the B	idder fails to submit the required proof of certification (	except for	
		. 0		*	

OBE, SLBE and ELBE).

#### **BIDDING DOCUMENTS**

#### NAMED EQUIPMENT/MATERIAL SUPPLIER LIST

The Bidder seeking the recognition of equipment, materials, or supplies obtained from Suppliers towards achieving any mandatory, voluntary, or both subcontracting participation percentages shall list the Supplier(s) on the Named Equipment/Material Supplier List. The Named Equipment/Material Supplier List, at a minimum, shall have the name, locations (City) and the **DOLLAR VALUE** of the Suppliers. The Bidder will be credited up to 60% of the amount to be paid to the Suppliers for such materials and supplies unless vendor manufactures or substantially alters materials and supplies in which case 100% will be credited. The Bidder is to indicate (Yes/No) whether listed firm is a supplier or manufacturer. In calculating the subcontractor participation percentages, vendors/suppliers will receive 60% credit. If no indication provided, listed firm will be credited at 60% of the listed dollar value for purposes of calculating the Subcontractor Participation Percentage, Suppliers will receive 60% credit of the listed **DOLLAR VALUE**, whereas manufacturers will receive 100% credit. If no indication provided, listed firm will be credited at 60% of the listed dollar value for purposes of calculating the Subcontractor Participation Percentage, Suppliers will receive 60% credit. If no indication provided, listed firm will be credited at 60% of the listed dollar value for purposes of calculating the Subcontractor Participation Percentage, Suppliers will receive 60% credit of the listed **DOLLAR VALUE**, whereas manufacturers will receive 100% credit. If no indication provided, listed firm will be credited at 60% of the listed **DOLLAR VALUE** for purposes of calculating the subcontractor participation percentages.

NAME, ADDRESS AND TELEPHONE NUMBER OF VENDOR/SUPPLIER	MATERIALS OR SUPPLIES	DOLLAR VALUE OF MATERIAL OR SUPPLIES	SUPPLIER (Yes/No)	MANUFACTURER (Yes/No)	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSBO	WHERE CERTIFIED©
Name: COAST RECREATION INC. Address: 3151 AIRway Av. 4 A-3 City: COSTA DESA State: CA Zip: 9262C Phone: 714-619-0100	(LAUDSCAPE	52,891 )	У	NQ		
Name: JCLOUD INC- Address: 2994 /////000 GUEA DP City: 51 CAJON State: CA Zip:92019 Phone: 619-593-9020	DUNP SITE, SAN), CR. Reck	5800	Y	¥	ELBE MBE	CITY OF S.D. CPUC
Name: ACME SAFETY & SUPPLY Address: 3/42 SUTUS (141)S ST City: Cold Disco State: CA Zip: 92/10 Phone: 619 299-5100	TRAFFIC CONTROL DEVICES	2,600	У	У	SLBE NBE,WBE,DBE	CITY OF S.D. STATE OF C.

① As appropriate, Bidder shall identify Vendor/Supplier as one of the following and shall include a valid proof of certification (except for OBE, SLBE and ELBE):

	Certified Minority Business Enterprise	MBE	Certified Woman Business Enterprise	WBE
	Certified Disadvantaged Business Enterprise	DBE	Certified Disabled Veteran Business Enterprise	DVBE
	Other Business Enterprise	OBE	Certified Emerging Local Business Enterprise	ELBE
	Certified Small Local Business Enterprise	SLBE	Small Disadvantaged Business	SDB
	Woman-Owned Small Business	WoSB	HUBZone Business	HUBZone
	Service-Disabled Veteran Owned Small Business	SDVOSB		
2	As appropriate, Bidder shall indicate if Vendor/Supplier is certified	ed by:		
	City of San Diego	CITY	State of California Department of Transportation	CALTRANS
	California Public Utilities Commission	CPUC	San Diego Regional Minority Supplier Diversity Council	SRMSDC
	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 (except for OBE, SLBE and ELBE).

Form Title: NAMED EQUIPMENT/MATERIAL SUPPLIER LIST Form Number: AA40 Windwood Mini Park - Play Area Upgrades

((Rev. June 2011)

#### SUBCONTRACTORS ADDITIVE/DEDUCTIVE ALTERNATE

Bidder shall list all Subcontractors described in the Bidder's *Base Bid* whose percentage of work will increase or decrease if alternates are selected for award. Bidder shall also list additional Subcontractors not described in the Bidder's *Base Bid* who, as a result of the alternates, will perform work or labor, or render services, or specially fabricate and install a portion [type] of work or improvements in an amount in excess of 0.5%. The Bidder shall list all SLBE, ELBE, DBE, DVBE, MBE, WBE, OBE, SDB, WoSB, HUBZone, and SDVOSB Subcontractors that Bidders are seeking recognition towards achieving any mandatory, voluntary, or both subcontracting participation percentages.

ADDITIVE/ DEDUCTIVE ALTERNATE	NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONSTRUCTOR OR DESIGNER	TYPE OF WORK	DOLLAR VALUE OF SUBCONTRACT	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB©	WHERE CERTIFIED 2	CHECK IF JOINT VENTURE PARTNERSHIP
	Name:						· · · · · · ·
	Address:						
	City: State:						
	Zip: Phone:						
	Name:						
	Address:						
	City: State:						
	Zip: Phone:						
	Name:						
	Address:						
	City: State:						
	Zip: Phone:						

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	d by:		
City of San Diego	CITY	State of California Department of Transportation	CALTRANS
California Public Utilities Commission	CPUC	San Diego Regional Minority Supplier Diversity Council	SRMSDC
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 p	ercentages if the l	Bidder fails to submit the required proof of certification (	except for
OBE, SLBE and ELBE).			

# PROJECT ADDRESS & DESCRIPTION:

4217 PLAZA DE LA SIENA, SAN DIEGO, CA 92130

- WINDWOOD RENAISSANCE PARK IS LOCATED IN CARMEL VALLEY NEIGHBORHOOD #1, UNIT 10 ON CARMEL CREEK ROAD BETWEEN CAMINO SANDOVAL AND PASEO MONTANAS.

# SURVEY DATA:

SOURCE OF TOPOGRAPHY: PARTY CHIEF: DAVIS - CITY OF SAN DIEGO DATE: AUGUST 09, 2012 INDEX: 284-1698 WORK ORDER: \$11017

REFERENCE DRAWINGS - CARMEL VALLEY NEIGHBORHOOD 1 UNIT 10 PLANS REFERENCE DRAWINGS 22610-39D THROUGH 22610-50-D.

BENCH MARK: - ELEVATION: +/- 265 FT DATUM: MEAN SEA LEVEL

BASIS OF BEARINGS/COORDINATES

LEGAL DESCRIPTION APN 304-432-6500

	SHEET INDEX		
NO.	SHEET TITLE	D-SHT. ID	SHEET LABEL
1	TITLE SHEET & SHEET INDEX	36972-01-D	T-1.0
2	LANDSCAPE DEMOLITION PLAN & LEGEND	36972-02-D	D-1.0
3	GRADING PLAN AND NOTES	36972-03-D	G-1.0
4	LANDSCAPE CONSTRUCTION LEGEND AND NOTES	36972-04-D	LC-1.0
5	LANDSCAPE CONSTRUCTION PLAN	36972-05-D	LC-1.1
6	LANDSCAPE CONSTRUCTION DETAILS	36972-06-D	LC-2.0
7	LANDSCAPE CONSTRUCTION DETAILS	36972-07-D	LC-2.1
8	LANDSCAPE CONSTRUCTION DETAILS	36972-08-D	LC-2.2
9	LANDSCAPE CONSTRUCTION DETAILS	36972-09-D	LC-2.3
10	LANDSCAPE CONSTRUCTION DETAILS	36972-10-D	LC-2.4
11	LANDSCAPE PLANTING & IRRIGATION NOTES AND LEGEND	36972-11-D	LPI-1.0
12	LANDSCAPE PLANTING & IRRIGATION PLAN AND NOTES	36972-12-D	LPI-1.1
13	LANDSCAPE IRRIGATION DETAILS	36972-13-D	LPI-2.0

# PROJECT DIRECTORY

**OWNER'S NAME & ADDRESS:** CITY OF SAN DIEGO PUBLIC WORKS DEPARTMENT 600 "B" STREET, SUITE 800 MS 908A SAN DIEGO, CA 92101 PROJECT MANAGER CONTACT: SHEILA BOSE (619) 533-4698

## LANDSCAPE ARCHITECT

SCHMIDT DESIGN GROUP, INC. 2655 FOURTH AVENUE SAN DIEGO, CA 92103 PHONE: 619-236-1462 CONTACT(S): JEFF JUSTUS, SENIOR ASSOCIATE - HEAD OF PRODUCTION ARIC SANDERS, PROJECT MANAGER

## SCOPE OF WORK:

EXISTING WINDWOOD RENAISSANCE NEIGHBORHOOD PARK PLAYGROUND UPGRADES

THE SCOPE OF THIS PROJECT IS TO REMOVE AND REPLACE THE EXISTING PLAYGROUND AREAS INCLUDING ACCESSIBILITY UPGRADES TO THE SURROUNDING AREAS.

- 1. REPLACE PICNIC TABLES WITH ADA TABLES
- 2. REPLACE DRINKING FOUNTAIN WITH ADA DRINKING FOUNTAIN
- 3. REMOVE AND REPLACE CONCRETE PAVING
- 4. REMOVE AND REPLACE PLAY GROUND STRUCTURE INCLUDING
- SAND AND RESILIENT SURFACING TO MEET ADA STANDARDS
- 5. PROVIDE ADA COMPLIANT PARKING.

# ADDITIVE ALTERNATES:

THE FOLLOWING ITEMS ARE TO BE FUNDED BY THE CARMEL VALLEY COMMUNITY AND INSTALLED BY THE CONTRACTOR:

ADD ALT 'A1': SOLAR SYSTEM THEMED GRANITE EDUCATIONAL PLAQUES WITH LASER ETCHED IMAGES AND TEXT.

- 1) CARMEL VALLEY COMMUNITY RECREATION COUNCIL TO PROVIDE FIVE(5), 12" X 24" SIZE PHOTO QUALITY DIGITAL IMAGES AS .JPG FILE FORMAT OR OTHER ACCEPTABLE ELECTRONIC MEANS PREFERRED BY THE CONTRACTOR FOR LASER ETCHING ONTO GRANITE PLAQUES.
- CONTRACTOR TO PROVIDE FIVE(5), 12" X 24" X 3/4" THK. GRANITE PLAQUES, AVAIL, THROUGH SEAMAN-POE MONUMENT CO. OR APPROVED EQUAL. PHONE: (619) 264-1933. LOCATE PLAQUES PER CONSTRUCTION PLAN. GRANITE TYPE AND COLOR TO BE 'COLONIAL ROSE'. EPOXY AND GROUT IN SEATWALL PER PLAN.

ADD ALT 'A2': INSPIRATIONAL QUOTE FORMED INTO SEATWALL VERTICAL FACE.

- 1) CONTENTS OF QUOTE TEXT TO BE PROVIDED TO THE CONTRACTOR BY THE CARMEL VALLEY COMMUNITY RECREATION COUNCIL PRIOR TO BEGINNING OF SEATWALL FORM CONSTRUCTION.
- 2) TEXT MAY INCLUDED UP TO 130 CHARACTERS WITH SPACES.
- 3) FONT TO BE: "ARIAL," IN ITALICS WITH A TRACKING VALUE OF 1.100, BOTH UPPER AND LOWERCASE TEXT.
- RECESS LETTERS 1" INTO WALL AND PAINT RECESS CHARACTERS WITH 2 COATS MIN. BLACK, SEMI-GLOSS, LATEX ACRYLIC PAINT. SUBMIT PAINT SAMPLE TO LANDSCAPE ARCHITECT FOR APPROVAL PRIOR TO APPLICATION.
- 5) TEXT HEIGHT AT CAPITOL LETTERS SHALL BE 4", TYP.

		CONSTRUCTION CHANGE / ADDENDUM		WARNING	
CHANGE	DATE	AFFECTED OR ADDED SHEET NUMBERS	APPROVAL NO	0 1 SHEET SIZE AND SCALE: IF SHEET SIZE IS LESS THAN 24" X 36" OR THIS BAR DOES NOT MEASURE 1", IT IS A REDUCED PRINT - SCALE ACCORDINGLY.	CITY ( PUBLI

CONSTRUCTION DOCUMENTS for: WINDWOOD RENAISSANCE PARK UPGRADES SAN DIEGO, CALIFORNIA

September 17, 2012

# PARK INSPECTION TEAM:

A. SITE SUPERINTENDENT (CONTRACTOR)

- B. SUB CONTRACTOR(S)
- C. RESIDENT ENGINEER FROM FIELD ENGINEERING DEPT. D. CITY PROJECT MANAGER
- E. DESIGN CONSULTANT(S)

F. PARK & RECREATION DISTRICT MANAGER AND ASSET MANAGER

# PARK INSPECTION STAGES:

IN ADDITION TO THE RESIDENT ENGINEER'S INSPECTIONS, PARK & RECREATION REPRESENTATIVES TO BE PRESENT AT THE FOLLOWING PARK INSPECTION STAGES:

- 1. PRE-CONSTRUCTION MEETING
- 2. ROUGH GRADING AND DRAINAGE
- 3. HARDSCAPE AT TIME OF FINISHED STAKING AND LAYOUT
- 4. FINISH GRADING AND SOIL PREPARATION
- 5. IRRIGATION COVERAGE TEST
- 6. PLAYGROUND INSPECTION
- 7. PROJECT CONSTRUCTION 90% COMPLETE (DEVELOP PUNCH LIST AND SUBMIT RED-LINE AS BUILT)
- 8. FINAL WALK-THROUGH, ACCEPTANCE BY THE CITY (CONTRACTOR TO SUBMIT FINAL APPROVED AS-BUILTS TO THE CITY)

CAUTION NOTE:

BEFORE EXCAVATING, VERIFY THE LOCATION OF UNDERGROUND UTILITIES. AT LEAST TWO (2) WORKING DAYS PRIOR TO EXCAVATION, THE CONTRACTOR SHALL REQUEST MARKOUT OF UNDERGROUND UTILITIES BY CALLING THE BELOW LISTED REGIONAL NOTIFICATION CENTER FOR AN INQUIRY IDENTIFICATION NUMBER:

UNDERGROUND SERVICE ALERT 800-422-4133 (GAS, ELECTRIC, TELEPHONE, WATER, SEWER, LIGHTING, AND TV)

1. SECTION 4216/4217 OF THE GOVERNMENT CODE REQUIRES A DIG ALERT IDENTIFICATION NUMBER BE ISSUED BEFORE A PERMIT TO EXCAVATE WILL BE VALID. FOR YOUR DIG ALERT I.D. NUMBER CALL UNDERGROUND SERVICE ALERT AT 1-800-422-4133 TWO WORKING DAYS BEFORE YOU DIG.

2. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO LOCATE ALL SUBSTRUCTURES, WHETHER SHOWN HEREON OR NOT, AND PROTECT THEM FROM DAMAGE. THE EXPENSE OF REPAIR OR REPLACEMENT OF SAID SUBSTRUCTURES SHALL BE BORNE BY THE CONTRACTOR.

3. THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE TO ENFORCE SAFETY MEASURES OR REGULATIONS

4. LOCATION AND ELEVATION OF ALL EXISTING IMPROVEMENTS WITHIN THE AREA OF WORK SHALL BE CONFIRMED BY FIELD MEASUREMENT PRIOR TO CONSTRUCTION OF NEW WORK. CONTRACTOR SHALL MAKE EXPLORATORY EXCAVATIONS AND LOCATE EXISTING UNDERGROUND FACILITIES SUFFICIENTLY AHEAD OF CONSTRUCTION TO PERMIT REVISIONS TO PLANS IF REVISIONS ARE NECESSARY BECAUSE OF ACTUAL LOCATION OF EXISTING FACILITIES.

5. THE CONTRACTOR SHALL TAKE ALL PRECAUTIONARY MEASURES TO PROTECT EXISTING IMPROVEMENTS.

6. CONTRACTOR IS RESPONSIBLE FOR POT HOLING PRIOR TO START OF CONSTRUCTION TO VERIFY ALL ELEVATIONS OF UNDERGROUND UTILITIES.

7. CONTRACTOR SHALL HIRE A PRIVATE UTILITY LOCATOR FOR MARK-OUT OF ALL PRIVATE UTILITIES LOCATED ON PARK PROPERTY PRIOR TO EXCAVATION.

# DECLARATION OF RESPONSIBLE CHARGE:

I HEREBY DECLARE THAT I AM THE LANDSCAPE ARCHITECT OF WORK FOR THIS PROJECT, THAT I HAVE EXERCISED RESPONSIBLE CHARGE OVER THE DESIGN OF THIS PROJECT AS DEFINED IN SECTION 6703 OF THE BUSINESS AND PROFESSIONS CODE, AND THAT THE DESIGN IS CONSISTENT WITH CURRENT STANDARDS.

I UNDERSTAND THAT THE CHECK OF THE PROJECT DRAWINGS AND SPECIFICATIONS BY THE CITY OF SAN DIEGO IS CONFINED TO A REVIEW ONLY AND DOES NOT RELIEVE ME, AS THE LANDSCAPE ARCHITECT OF WORK, OF MY RESPONSIBILITIES FOR PROJECT DESIGN.

JEFF JUSTUS, SR. ASSOCIATE, ASLA SCHMIDT DESIGN GROUP, INC. 2655 FOURTH AVENUE SAN DIEGO, CA 92103 PHONE NO. (619) 236-1462 FAX NO. (619) 236-8792 EMAIL: jjustus@schmidtdesign.com

9-17-2012

JEFF JUSTUS **REGISTRATION NO. 4082** 

DATE

TEMPORARY BMP CONSTRUCTION SITE STORM WATER PRIORITY: HIGH MEDIUM LOW X

# OF SAN DIEGO **IC WORKS PROJECT**

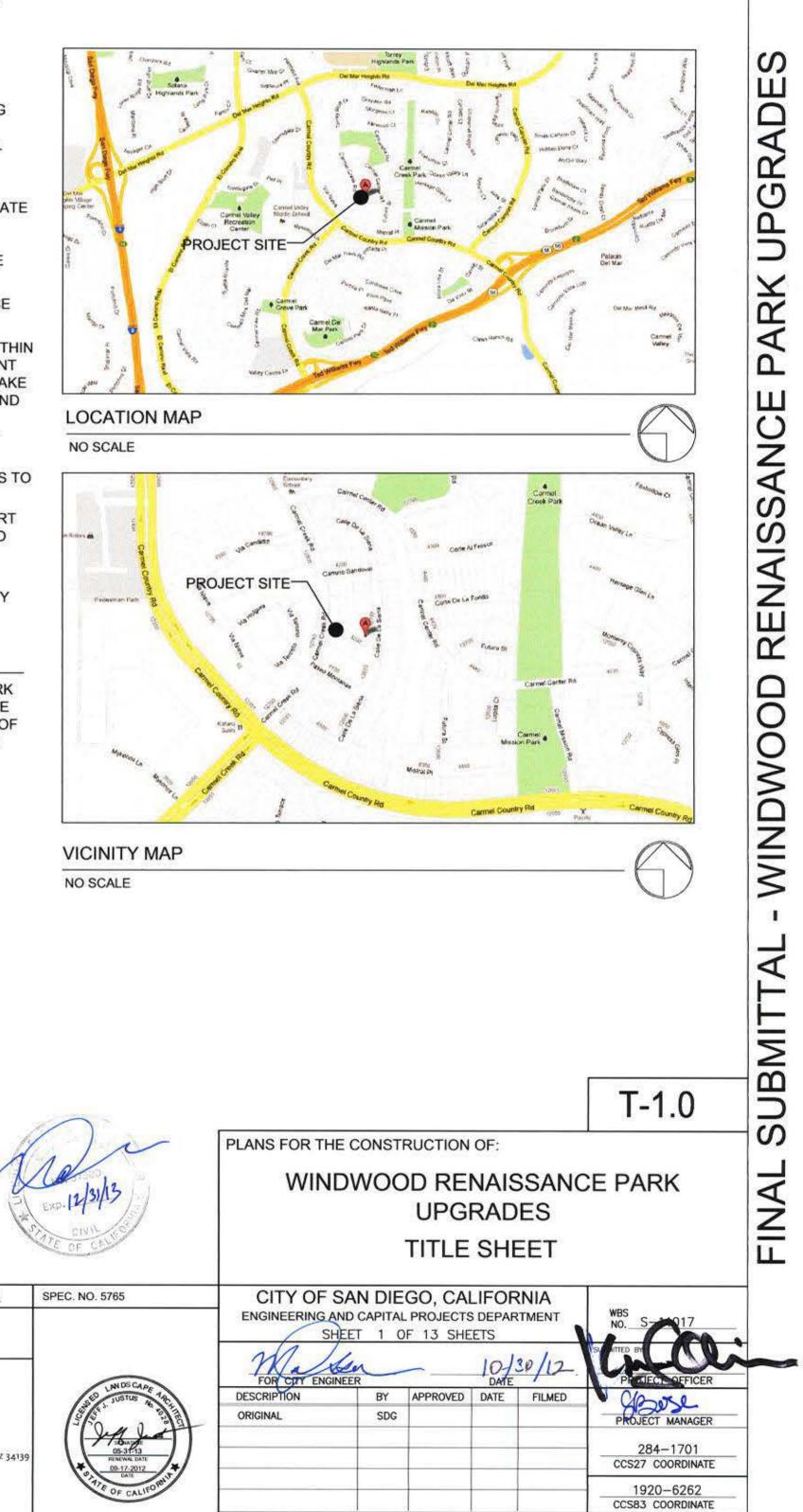


PROJECT NO.: 11-413 PLT. DATE: 09/17/12 DRAWN BY: AS, NL CHECKED BY: JJ

SCHMIDT DESIGN GROUP, INC.

BALANCING ARTISTIC EXPRESSION IN DESIGN WITH ENVIRONMENTAL SENSITIVITY 2655 Fourth Avenue, San Diego, CA 92103 Lic. CA 2138, NV 219. AZ 34139 telephone {619} 236-1462 facsimile {619} 236-8792 www.schmidtdesign.com

CONSULTANT



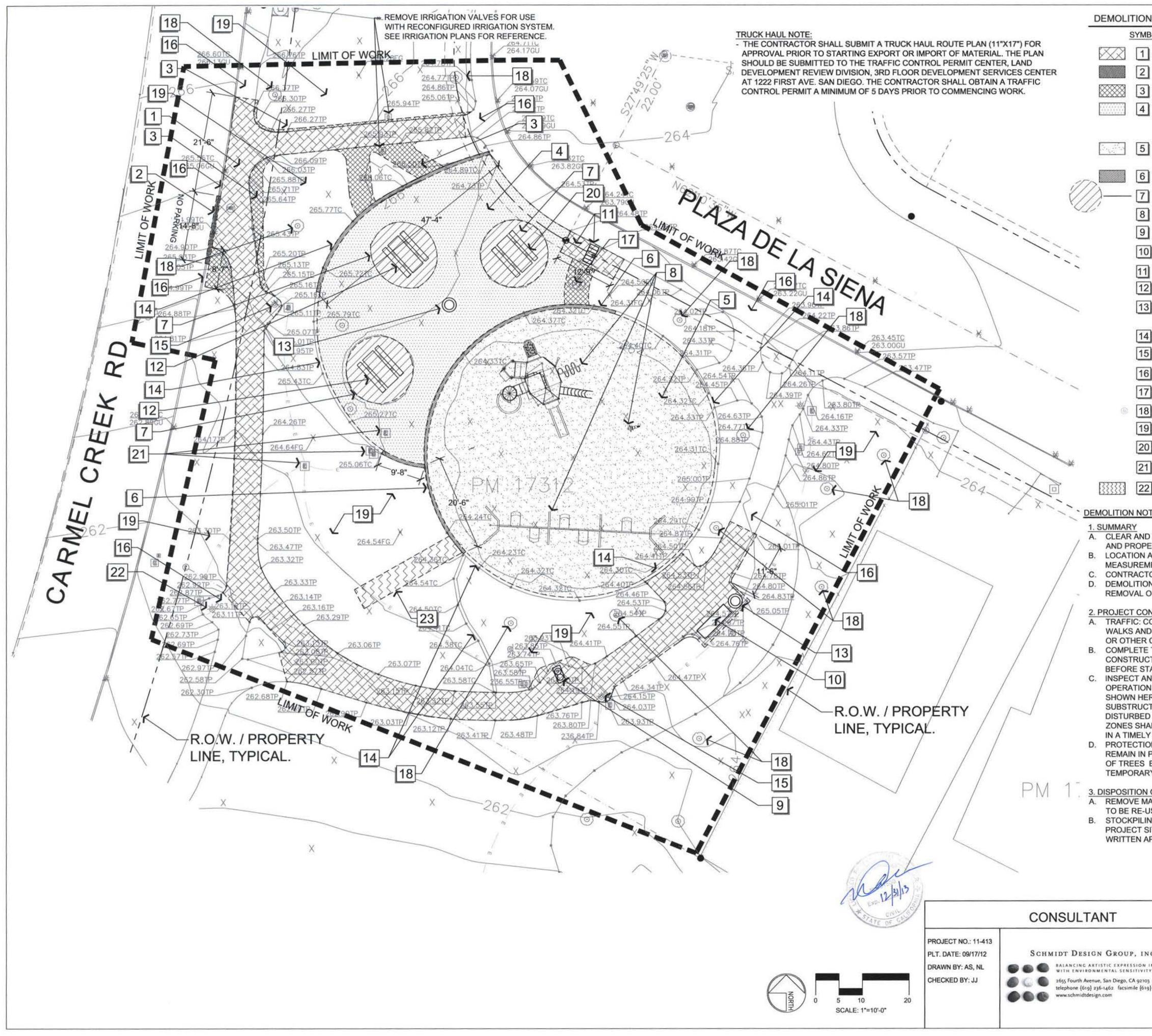
CONTRACTOR

INSPECTOR

DATE STARTED

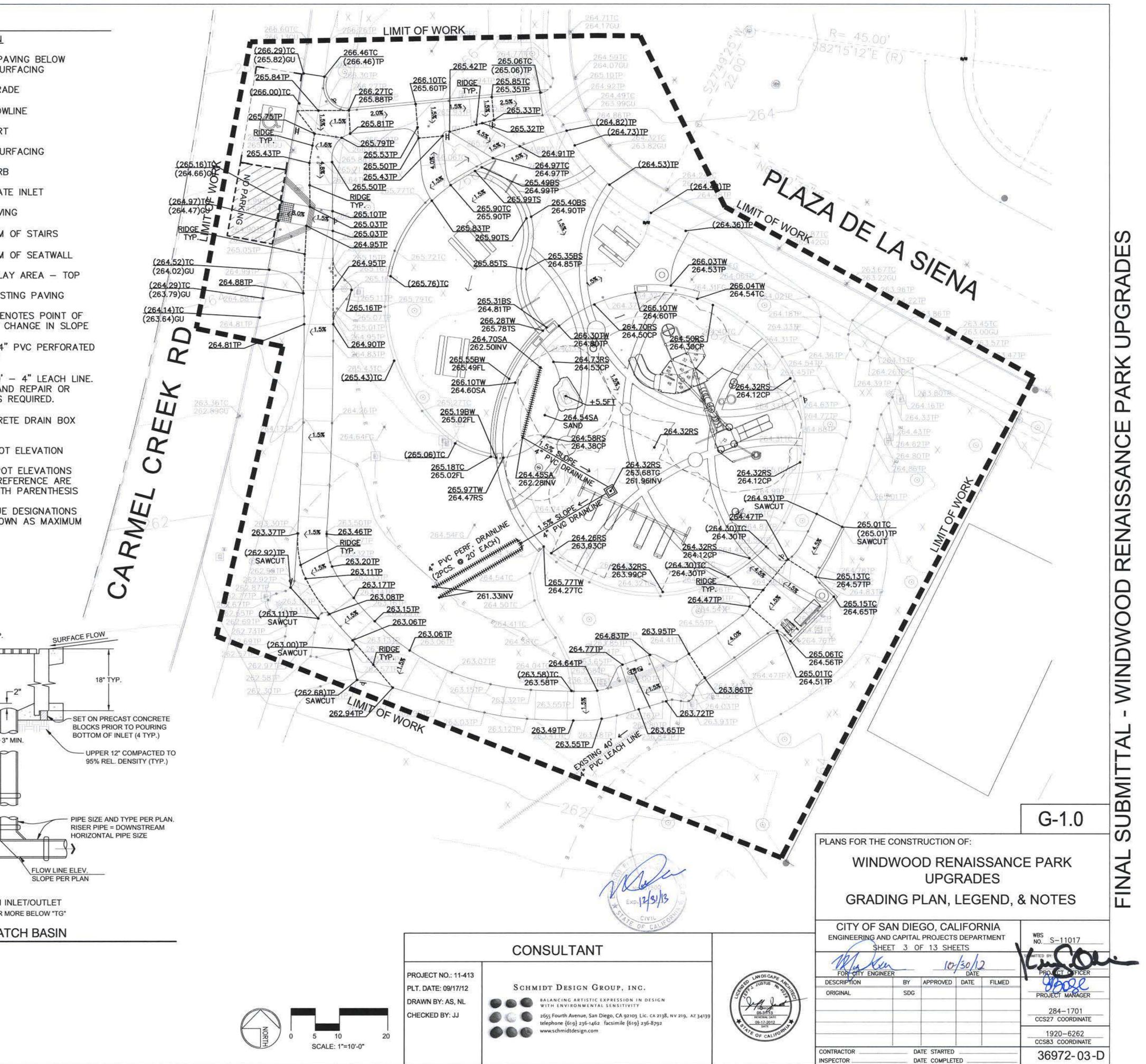
DATE COMPLETED

36972-01-D



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		D DISPOSE OF EXISTING			
	REMOVE AN	D DISPOSE OF EXISTING	CURB AND GUTTER		
-	CLEAR AND	GRUB EXISTING TURF			
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1	EXISTING TA	BLES TO BE REMOVED A	ND REINSTALLED		
			E REMOVED AND REINSTA		
4	EXISTING M	OW CURB TO REMAIN - P	ROTECT IN PLACE.		
4 5	EXISTING LIC	GHTING TO BE REMOVED	AND REINSTALLED.		
6	EXISTING CO	DNCRETE PAVING, CURB	GUTTER, & OR WALK TO	REMAIN - PROTECT IN PI	LACE
-	REMOVE AN	D DISPOSE OF EXISTING	TREE (1 TOTAL - CONTRA	CTOR TO CUT & CAP AN	Y IRRIGATION)
	EXISTING TR	EES TO REMAIN - PROTE	CT IN PLACE, TYP.		
8 I 9 I	EXISTING SH	RUBS / GROUNDCOVER	AND OR TURF GRASS TO	REMAIN, PROTECT IN PL	ACE
	REMOVE AN	D DISPOSE OF EXISTING	PICNIC TABLE (1 TOTAL)		
-			TO REMAIN - PROTECT II	N PLACE	
	REMOVE AN	D REPLACE EXISTING TU	RF GRASS FOLLOWING IN	STALLATION OF	
5		DRAINAGE LEACH LINES			
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78	ADING AND DRAINAGE NOTES:	GRADING LE	agreed to take and and
1.	THIS PLAN IS DIAGRAMMATIC ONLY. ANY ON SITE CONDITIONS THAT DO NOT REFLECT THE INTENT OF THE GRADING AND DRAINAGE PLAN SHALL BE BROUGHT TO THE RESIDENT ENGINEER PRIOR TO GRADING.	<u>SYMBOL</u> CP	DESCRIPTION CONCRETE PAVI RESILIENT SURF
2.	ACCURATE LOCATION AND ELEVATION OF ALL EXISTING IMPROVEMENTS WITHIN THE AREA OF WORK SHALL BE CONFIRMED BY	FG	FINISHED GRADE
	FIELD MEASUREMENT AND PRESENTED TO THE RESIDENT ENGINEER PRIOR TO CONSTRUCTION OF NEW WORK. CONTRACTOR SHALL	GU	GUTTER/FLOWLI
	INFORM RESIDENT ENGINEER OF ANY DISCREPANCIES PRIOR TO THE START OF NEW WORK.	INV	DRAIN INVERT
3.	CONTRACTOR WILL MAKE EXPLORATORY EXCAVATIONS AND LOCATE	RS	RESILIENT SURF
	EXISTING UNDERGROUND FACILITIES SUFFICIENTLY AHEAD OF CONSTRUCTION TO ALLOW REVISIONS TO PLANS, IF REVISIONS ARE NECESSARY, BECAUSE OF ACTUAL LOCATION OF EXISTING FACILITIES.	тс	TOP OF CURB
22		TG	TOP OF GRATE
4.	THE CONTRACTOR SHALL NOTIFY DIG ALERT (DIAL#811) AL LEAST TWO DAYS PRIOR TO STARTING WORK AND SHALL COORDINATE ALL	TP	TOP OF PAVING
5.	IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO LOCATE, AND BE FAMILIAR WITH, ALL ON SITE UTILITIES, HARDSCAPE	TS/BS	TOP/BOTTOM O
	STRUCTURES AND GRADING INFORMATION PERTINENT TO THIS PROJECT. ALL SUBSTRUCTURES, WHETHER SHOWN HEREON OR NOT,	TW/BW	ТОР/ВОТТОМ О
	SHALL BE PROTECTED FROM DAMAGE. THE EXPENSE OF REPAIR OR REPLACEMENT OF SAID SUBSTRUCTURES SHALL BE BORNE BY THE	SA	SAND AT PLAY
	CONTRACTOR.	8 <u></u>	SAWCUT EXISTIN
6.	THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE TO ENFORCE SAFETY MEASURES OR REGULATIONS.		RIDGE OR DENC SIGNIFICANT CH
7.	ALL WORK SHALL BE ACCOMPLISHED IN CONFORMANCE WITH APPLICABLE CITY OF SAN DIEGO ORDINANCES AND STANDARDS.		PROPOSED 4" F LEACH LINE
8.	NO GRADING IS TO EXTEND BEYOND LIMITS OF CONSTRUCTION.	-mananananananananananananananananananan	EXISTING 40' -
9.	ALL NEW CONSTRUCTION SHALL MEET FLUSH WITH EXISTING PAVING (TYPICAL CONSTRUCTION).		EVALUATE AND REPLACE AS RE
10.	THE CONTRACTOR SHALL PROVIDE VERIFICATION OF ACCURATE FINISH ELEVATIONS TO THE RESIDENT ENGINEER FOR APPROVAL.		2'X2' CONCRETE
11.	CONTRACTOR SHALL ASSURE THAT ALL HEIGHTS OF STRUCTURES FROM SURFACES (RESILIENT SURFACING AND SAND) MEET ALL CITY,	265.13TC 264.57TP	TYPICAL SPOT
	STATE, AND FEDERAL STANDARDS.	(264.14)TC (263.64)GU	USED FOR REFE DENOTED WITH
12.	REFER TO SPECIFICATIONS FOR ADDITIONAL REQUIREMENTS.	1.5%	SLOPE VALUE D
13.	ALL DRAIN PIPES SHOWN ON PLANS SHALL BE INSTALLED WITH SLOPES SHOWN ON PLANS.	2 may	ALWAYS SHOWN
14.	ALL CONCRETE PAVING SHALL MAINTAIN A 1% MIN. PAVING CROSS FALL, SHALL NOT EXCEED 1.5% CROSS FALL AND SHALL NOT CONTAIN AREAS OF PONDING WATER. SLOPE ALL NEW CONCRETE PAVING TO MATCH ADJACENT PAVING OR EXISTING GRADES AND ALLOW FOR POSITIVE DRAINAGE. CONTRACTOR SHALL OBTAIN APPROVAL OF LAYOUT AND FORM WORK FROM RESIDENT ENGINEER PRIOR TO INSTALLATION OF CONCRETE.		
15.	CONTRACTOR SHALL ASSURE ALL AREAS HAVE POSITIVE DRAINAGE. ALL GRADES AND SWALES SHALL BE DIRECTED AROUND EXISTING UTILITIES. NO PONDING SHALL OCCUR FOR ALL AREAS.		
16.	ALL FINISH GRADES WHERE SOD WILL BE INSTALLED SHALL BE 1" BELOW ADJACENT FINISH SURFACE.		
17.	DRAIN LINE, CONCRETE BOX, AND LEACH FIELD SHOWN FOR PROPOSED DRINKING FOUNTAIN SHALL BE INSTALLED PER SDRSD #SDM-107 AS MODIFIED PER PLAN. LEACH LINE FOR THIS PROJECT IS EXISTING. CONTRACTOR AND RESIDENT ENGINEER SHALL EVALUATE EXISTING CONDITION OF LEACH LINE AND DETERMINE TO REPAIR, REMOVE OR REPLACE AS REQUIRED TO PROVIDE 100% FUNCTIONALITY.	BASE & APRON (560-C-3250) 335kg/M(3)-C-CCMpa) (TYPICAL)	PER PLAN
18.	CONTRACTOR SHALL COORDINATE THE LOCATION OF DRAIN LINES WITHIN PLAY AREA WITH FOOTING LOCATIONS OF PROPOSED PLAY EQUIPMENT.	PIPE SIZE AND TYPE PER PLAN. T	EE/WYE
19.	DEPTH OF SILICA PLAY SAND IN PLAY AREA SHALL MAINTAIN A MINIMUM OF 14" IN DEPTH. FINISH SURFACE SHALL BE LEVEL AS SHOWN ON PLANS AND SHALL BE FLUSH WITH ALL ADJACENT SURFACES.	TEE/WYE (OR 90° BEND AT END OF LINE	
20	SUBGRADE WITHIN THE PLAY AREA, BELOW PLAY SAND SHALL BE A MINIMUM OF 16" BELOW FINISH SURFACE OF PLAY SAND (14" MIN. DEPTH PLAY SAND, 2" MIN. AGGREGATE BASE). SUBGRADE SHALL MAINTAIN A 2% SLOPE TOWARDS PERFORATED DRAIN PIPES.	an na mara serienta da carde de la carda de la carda da de la carda da de la carda da de la carda da de la card	, TYP. TYPE 1 INL "FL" TYP. 36" OR MO
	UPON AWARD OF CONTRACT, THE CONTRACTOR SHALL NOTIFY		



SYMBOL	DESCRIPTION	DETAIL / SHEET		SYMBOL	DESCRIPTION	DETAIL / SHEET
1	ADA ACCESSIBLE CURB RAMP AND PARKING SPACE WITH PAINT STRIPING. COLOR: BLUE.	1,3,4 / LC-2.0 1,2,3,4 / LC-2.1	۲	17	'UFO' - STAND-UP SPINNER. MODEL: 155077A. COLOR: BLUE. BY LANDSCAPE STRUCTURES. AVAIL THROUGH COAST	3
2A	4" PEDESTRIAN CONCRETE PAVING. COLOR: NATURAL GREY WITH MEDIUM BROOM FINISH.	2,3 / LC-2.2	An	( <b></b> )	RECREATION. CONTACT: MIKE EISERT. PHONE: (714) 619-0100. INSTALL PER MANUFACTURERS RECOMMENDATIONS.	
2B	HAND SEEDED EXPOSED AGGREGATE OVER 4" NATURAL GRAY PEDESTRIAN CONCRETE PAVING. AGGREGATE TO BE 'CAROL CANYON' OR APPROVED EQUAL. SIZE: 1/2". AVAILABLE THROUGH HANSON AGGREGATES. PHONE: 858.751.5600. CONTRACTOR TO SUBMIT SAMPLE TO LANDSCAPE ARCHITECT FOR APPROVAL PRIOR TO INSTALLATION.	2,3 / LC-2.2	A So P	18	ARCH SWINGS SET - W/ 4 SWINGS TOTAL((2) BELT MODEL #174018A & (2) FULL BUCKET SEAT MODEL #176038A) SWING SET MODEL: 177330A WITH ADDITIONAL BAY, MODEL NO. 177331A. BY LANDSCAPE STRUCTURES. COLOR: BLUE. AVAILABLE THROUGH COAST RECREATION. CONTACT: MIKE EISERT. PHONE: (714) 619-0100. INSTALL PER MANUFACTURERS RECOMMENDATIONS.	
3	ACCESSIBLE PATH OF TRAVEL SIGNAGE. CONTRACTOR TO COORDINATE WITH CITY STAFF FOR APPROVAL OF SIGNAGE AND LOCATIONS PRIOR TO INSTALLATION.	1/ LC-2.2	A Company	19	5-12YR CUSTOM PLAYBOOSTER PLAYSTRUCTURE WITH SOLAR SYSTEM THEME BY LANDSCAPE STRUCTURES. MODEL: CUSTOM WINDWOOD. AVAIL THROUGH COAST RECREATION. CONTACT: MIKE EISERT. PHONE: (714) 619-0100. INSTALL PER MANUFACTURERS RECOMMENDATIONS.	
4	ACCESSIBLE PATH OF TRAVEL.	÷		20	EXISTING PLAY SAND TO BE CLEANED AND REINSTALLED OR BE	5/LC-2.
5	EXISTING CONCRETE WALKWAY TO REMAIN - PROTECT IN PLACE.	ন			REPLACED WITH SILICA #20 PLAY SAND. SEE DEMO AND GRADING PLANS PRIOR TO REINSTALLATION FOR REFERENCE. INSTALLED PLAY SAND SHALL MEET ALL CURRENT	
6	18" WIDE HEAVY SAND BLASTED BANDING AT CONCRETE PLAZA PAVING. SEE ALSO CALLOUT 2A FOR CONCRETE TYPE AND COLOR. CONTRACTOR TO SUBMIT SAMPLE TO LANDSCAPE ARCHITECT FOR APPROVAL PRIOR TO INSTALLATION.	-			FALL HEIGHT REQUIREMENTS. CONTRACTOR TO SUBMIT SAMPLE TO RESIDENT ENGINEER AND LANDSCAPE ARCHITECT FOR APPROVAL PRIOR TO REINSTALLATION OR PURCHASE AND DELIVERY OF NEW SAND. 14" MIN. DEPTH PER CITY STANDARDS. SEE CONSTRUCTION NOTE #19 FOR FURTHER REFERENCE.	
7	MONUMENTAL CONCRETE STAIRS. COLOR. NATURAL GREY WITH BROOM FINISH. 8' ADA CONCRETE PICNIC TABLE BY DURA ART STONE OR	1 / LC-2.3 2 / LC-2.3	-	21	AGE APPROPRIATE PLAY AREA SIGNAGE. AVAIL THROUGH COAST RECREATION. CONTACT: MIKE EISERT. PHONE: (714) 619-0100.	3
<u> </u>	APPROVED EQUAL. MODEL#: 8-PT-3-ADA WITH 2 ADA SHORT BENCHES. COLOR: CONTRACTOR TO CORRDINATE WITH	27 20-2.3		22	COMPANION ADA SEATING NEXT TO NEW CONCRETE BENCH.	
	MANUFACTURER TO MATCH EXISTING CONCRETE PICNIC TABLE COLORS. SUBMIT SAMPLE TO LANDSCAPE ARCHITECT FOR APPROVAL PRIOR TO MANUFACTURE AND INSTALLATION OF PICNIC TABLE.		$\odot$	23	EXISTING CONCRETE TRASH RECEPTACLE - REMOVE AND REINSTALL IN NEW LOCATION AS INDICATED PER PLAN. CLEAN AND RECONDITION AS REQUIRED.	
9	2" STABILIZED DECOMPOSED GRANITE OVER EXISTING 2" DG. SEE GRADING PLAN FOR AREAS TO BE REGRADED FOR USE AS NEW BASE. PRODUCT: 'SUNNYSIDE' STABILIZED DG AVAIL THROUGH DECORATIVE STONE SOLUTIONS OR APPROVED EQUAL. CONTACT: RANDY JURGENSEN. PHONE: (800) 699-1878.	5 / LC-2.2		24	6' BENCH WITH BACK BY DURA ART STONE OR APPROVED EQUAL. MODELL#: S-6M-B WITH CUSTOM RIBBED SEAT FOR SKATEBOARD DETERRENT. COLOR AND FINISH TO MATCH EXISTING.	5 / LC-2.
0	HANDRAIL AT STAIRS, TYP. LOCATION PER PLAN.	1 / LC-2.3		25	ACCESSIBLE PATH OF TRAVEL TO DRINKING FOUNTAIN AND BENCH SEATING	
1	EXISTING 3 PIECE DURA ART STONE PICNIC TABLES TO BE RELOCATED PER PLAN (2 SETS TOTAL). CLEAN AND RECONDITION AS REQUIRED.	4 / LC-2.3	3G	26	DRINKING FOUNTAIN WITH DOG BOWL BY HAWS OR APPROVED EQUAL. MODEL #3500D `HI-LOW` WITH SUPERIOR DUTY VANDAL RESISTANT STAINLESS STEEL PEDESTAL. COLOR: `GREEN` POWDER COAT FINISH. CONTRACTOR AND RESIDENT ENGINEER	4,7,8 / LC-2.
12	CONCRETE V DRAINAGE CHANNEL	3 / LC-2.3			TO EVALUATE EXISTING LEACH LINE DRAINAGE AND REPAIR OR REPLACE AS REQUIRED TO PROVIDE 100% FUNCTIONALITY.	
13	18" HEIGHT SEATWALL. STANDARD GRAY CONCRETE WITH SMOOTH FINISH.	3 / LC-2.3			REPLACE EXISTING ISOLATION VALVE WITH NEW ISOLATION VALVE AT DRINKING FOUNTAIN.	
<b></b>	ADD ALTERNATES: 'A1' - GRANITE EDUCATIONAL PLAQUES AND 'A2' - FORMED QUOTE TO BE PROVIDED BY CARMEL VALLEY REPRESENTATIVE AT TIME OF CONSTRUCTION.			27	EXISTING TURF GRASS AREAS. CONTRACTOR TO PROTECT IN PLACE UNLESS OTHERWISE DIRECTED BY THIS SET OF PLANS. REPAIR OR REPLACE TURF DAMAGED DUE TO NEW CONSTRUCTION.	
14	METEOR' - CLIMBING ROCK BY ROCKRAFT OR APPROVED EQUAL. PHONE: (866) 814-8697. MODEL#: TURTLE. COLOR: GREY. FOOTING MOUNT BELOW RESILIENT SURFACING FLUSH	6 / LC-2.2		28	EXISTING SHRUB / GROUNDCOVER AREAS (CONTRACTOR TO PROTECT IN PLACE)	
	WITH BOULDER PERIMETER. INSTALL PER MANUFACTURERS RECOMMENDATIONS.			29	8" CONCRETE MOW CURB.	2 / LC-2.
15	CHATTER NOODLE' - REMOTE TALKER TUBES WITH SATELLITE	=		30	6" CONCRETE CURB NEXT TO CONCRETE WALKWAY.	4 / LC-2.
ener uite	DISH FEATURE BY LANDSCAPE STRUCTURES MODEL NO. CL102930. AVAILABLE THROUGH COAST RECREATION. CONTACT: MIKE EISERT. PHONE: (714) 619-0100. INSTALL PER MANUFACTURERS RECOMMENDATIONS.			31	DRAINAGE LEACH LINE AT PLAY SURFACING AND DRINKING FOUNTAIN. SEE GRADING PLAN FOR REFERENCE. REPAIR TURF AS REQUIRED BY NEW CONSTRUCTION.	
16A	POURED IN PLACE RESILIENT RUBBERIZED SURFACING BY SURFACE AMERICA OR APPROVED EQUAL. MODEL: PLAYBOUND. COLOR: SKY BLUE. AVAIL THROUGH COAST RECREACTION. CONTACT: MIKE EISERT. PHONE: (714) 619-0100. INSTALL PER MANUFACTURER'S RECOMMENDATIONS.	5,6,7 / LC-2.0 3 / LC-2.4		32	PLAY SAND AREA DRAINAGE - SEE GRADING PLAN	5/LC-2
16B	'ORBITAL BANDS' - POURED IN PLACE RESILIENT RUBBERIZED SURFACING BY SURFACE AMERICA OR APPROVED EQUAL. MODEL: PLAYBOUND. COLOR: YELLOW. AVAIL THROUGH COAST RECREACTION. INSTALL PER MANUFACTURER'S RECOMMENDATIONS.					
160	DI ANETS' DOUBED IN DI ACE DESILIENT DUBBEDIZED					

'PLANETS' - POURED IN PLACE RESILIENT RUBBERIZED SURFACING BY SURFACE AMERICA OR APPROVED EQUAL. MODEL: PLAYBOUND. COLOR: RED. AVAIL THROUGH COAST RECREACTION. INSTALL PER MANUFACTURER'S RECOMMENDATIONS.

16C

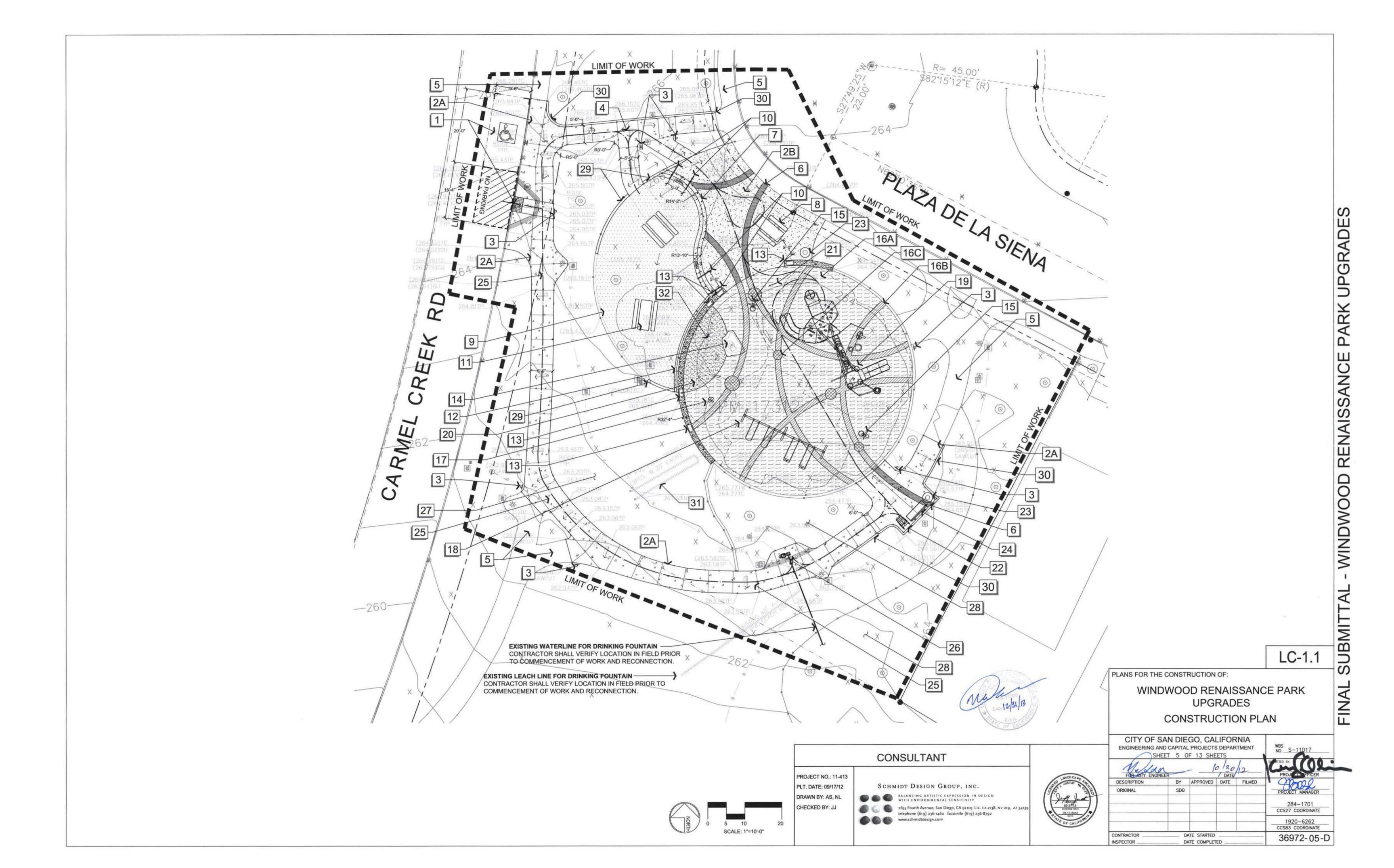
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RAWN BY: AS, NL		BALANCING ARTISTIC EXPRESSION IN WITH ENVIRONMENTAL SENSITIVITY
HECKED BY: JJ	000	2655 Fourth Avenue, San Diego, CA 92103 Li telephone {619} 236-1462 facsimile {619} 2 www.schmidtdesign.com

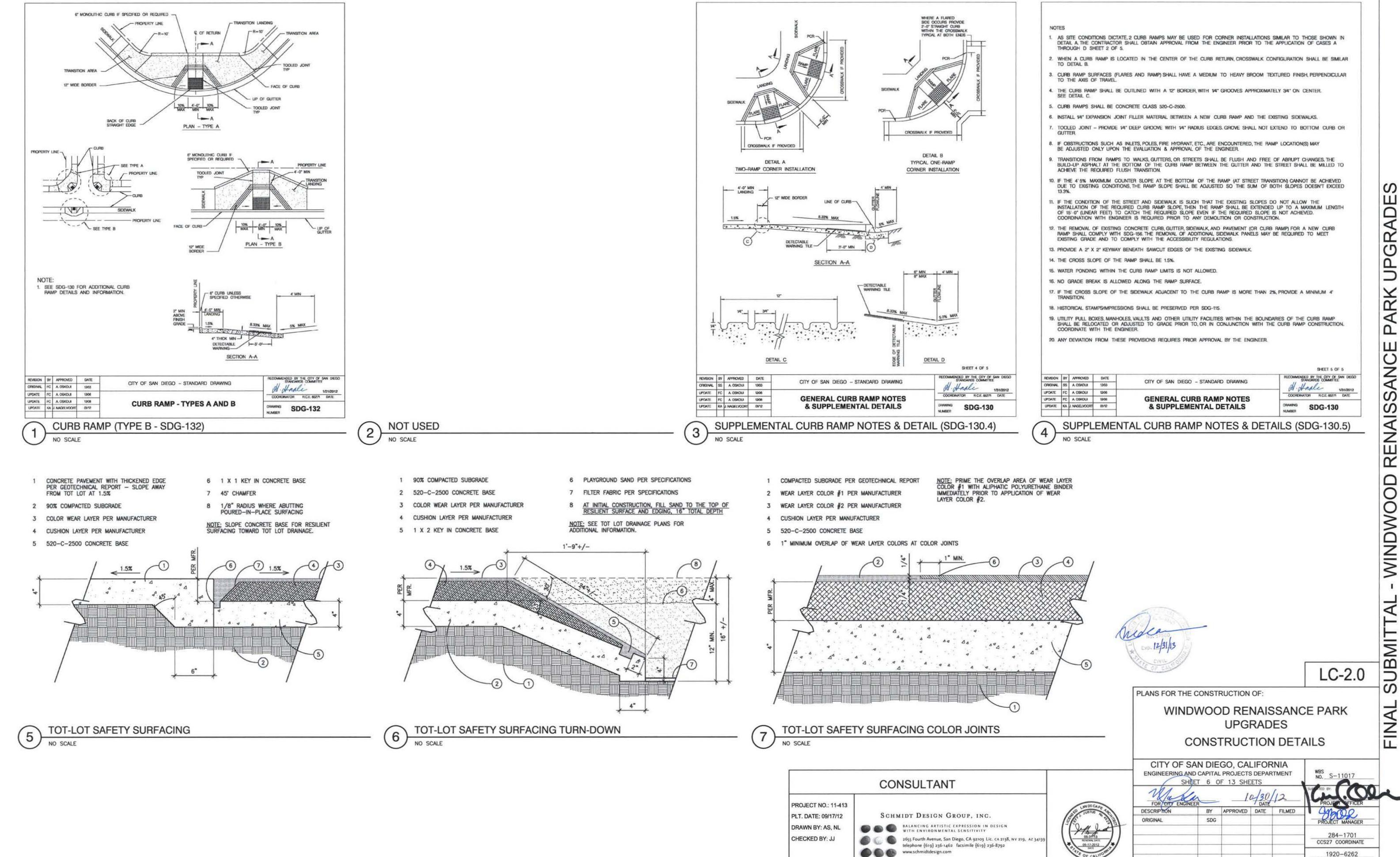
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# CONSTRUCTION NOTES

- 1. UNLESS SPECIFIED OTHERWISE, LANDSCAPE CONSTRUCTION AND LAYOUT WORK INCLUDES, BUT IS NOT LIMITED TO THE LOCATION, PLACEMENT AND DETAILING OF THE PAVING.
- 2. DIMENSIONS INDICATED ON PLANS SHALL PREVAIL OVER PLAN SCALE. ALL ANGLES AND CONNECTIONS ARE (90) DEGREES UNLESS NOTED OTHERWISE.
- 3. ALL COORDINATE POINTS AND DIMENSIONS ARE TAKEN FROM THE BACK OF CURB UNLESS OTHERWISE NOTED.
- 4. EXPANSION JOINTS SHALL BE AS LOCATED ON THE PLANS AND WHERE CONCRETE MEETS EXISTING HARD SURFACES. ALL FIBER EXPANSION JOINTS SHALL BE SEALED TO PREVENT MOISTURE SEEPAGE AFTER CURING. EXPANSION JOINTS ON WALKS TO BE A MAXIMUM OF 30'-0" ON CENTER.
- 5. CONSTRUCT EXPANSION, WEAKENED-PLANE (CONTROL) AND CONSTRUCTION JOINTS IN ACCORDANCE WITH SECTION 303- 5.4 OF (GREENBOOK) STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION.
- 6. ALL CONCRETE SHALL BE A MINIMUM STRENGTH OF 2500 PSI AT 28 DAYS FOR SIDEWALKS. FINISH SHALL BE AS NOTED ON PLANS.
- 7. CONCRETE PAVING SHALL HAVE FINISHED GRADES SMOOTHED TO ELIMINATE PUDDLING OR STANDING WATER. ALL FINISH SURFACES SHALL MAINTAIN A 1.5% SLOPE INTO DRAINAGE STRUCTURES AND SHALL HAVE A MAX. CROSS SLOPE OF 1.5%. CONTRACTOR SHALL NOTIFY RESIDENT ENGINEER OF ANY CONFLICTS MAINTAINING DRAINAGE.
- 8. SCORE JOINTS SHALL BE AS SHOWN ON THE PLANS OR SET ON TYPICAL ON CENTER SPACING AND ALIGN WITH EXISTING EDGES.
- 9. LAYOUT POINTS OF ALL RADIUS SHALL BE CONNECTED BY SMOOTH EVEN LINES TO CREATE THE CURVED CONFIGURATION AS SHOWN ON THE PLANS.
- 10. SEE IRRIGATION AS-BUILT PLANS FOR SLEEVE LOCATIONS PRIOR TO CONSTRUCTION.
- 11. SEE ELECTRICAL AS-BUILT PLANS FOR SLEEVE AND LIGHT POLE LOCATIONS PRIOR TO CONSTRUCTION.
- 12. NO DEVIATIONS FROM PLANS SHALL OCCUR WITHOUT APPROVAL OF THE RESIDENT ENGINEER.
- 13. ANY PROPOSED WORK THAT IS INCONSISTENT WITH COMMON, SAFE CONSTRUCTION PRACTICES SHALL BE BROUGHT TO THE ATTENTION OF THE RESIDENT ENGINEER PRIOR TO COMMENCING WITH CONSTRUCTION.
- 14. CONTRACTOR SHALL VISIT SITE AND VERIFY ALL FIELD CONDITIONS PRIOR TO BEGINNING CONSTRUCTION.
- 15. CONTRACTOR SHALL REVIEW PLANS AND DETAILS TO ASCERTAIN LOCATIONS NECESSARY TO PROVIDE ELECTRICAL CONNECTIONS TO POWER IRRIGATION, LIGHTING, ETC.
- 16. CONTRACTOR SHALL DETERMINE THE LOCATION AND DEPTH OF ALL SITE UTILITIES PRIOR TO CONSTRUCTION. NOTIFY RESIDENT ENGINEER OF ANY DISCREPANCIES IMMEDIATELY.
- 17. THE CONTRACTOR SHALL HAVE RESIDENT ENGINEER VERIFY ALL CONSTRUCTION STAKING LOCATIONS PRIOR TO INSTALLATION OF CONCRETE PAVING.
- 18. ALL HARDWARE SUCH AS NAILS, BOLTS, FASTENERS ETC. SHALL BE HOT DIPPED GALVANIZED UNLESS OTHERWISE NOTED.
- 19. SAND FOR PLAY AREAS SHALL MEET THE FOLLOWING CRITERIA:
- A. DOUBLE WASHED, MANUFACTURED SILICA SAND #20.
- B. FREE OF DELETERIOUS ORGANIC MATERIAL, LOAM, CLAY AND DEBRIS. C. HAVE A "MEAN EFFECTIVE SIZE" BETWEEN 0.30 INCHES MIN. AND 0.65 INCHES MAX. AND A
- "MEAN UNIFORMITY COEFFICIENT" BETWEEN 1.00 AND 2.5.
- D. CERTIFICATION OF THE ABOVE REQUIREMENTS MUST BE SUBMITTED TO THE ENGINEER AT TIME OF PRODUCT SUBMITTALS.

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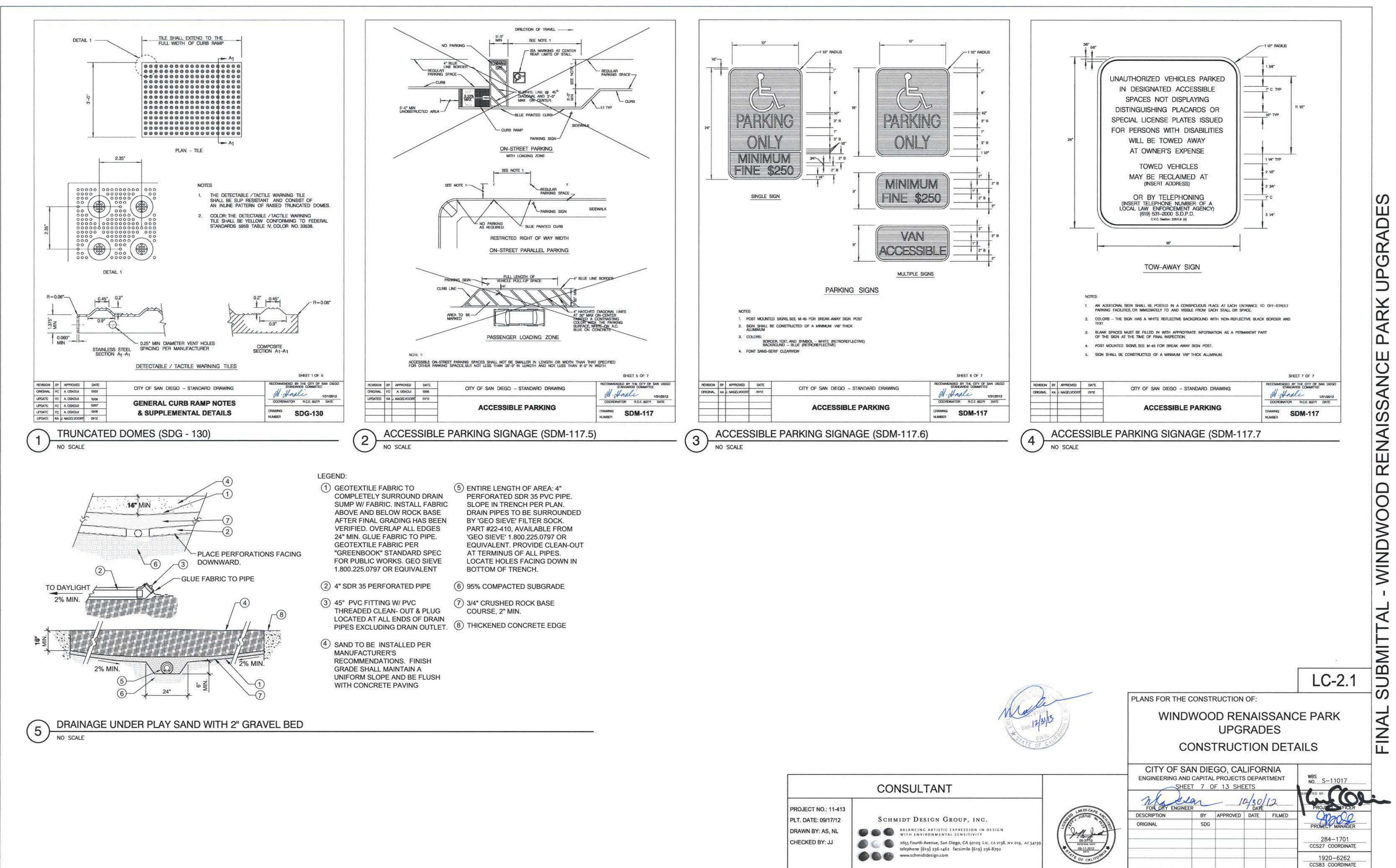
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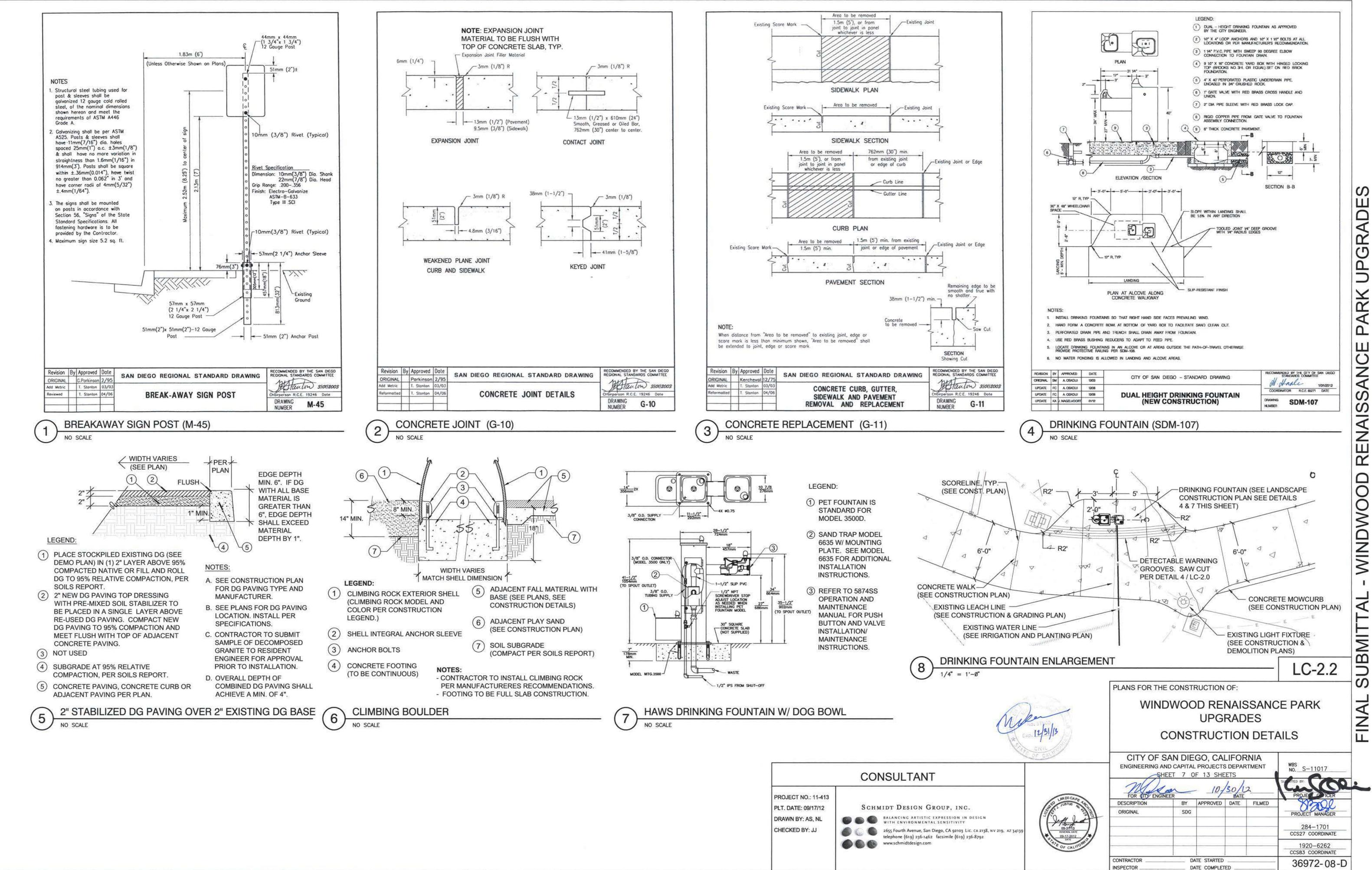
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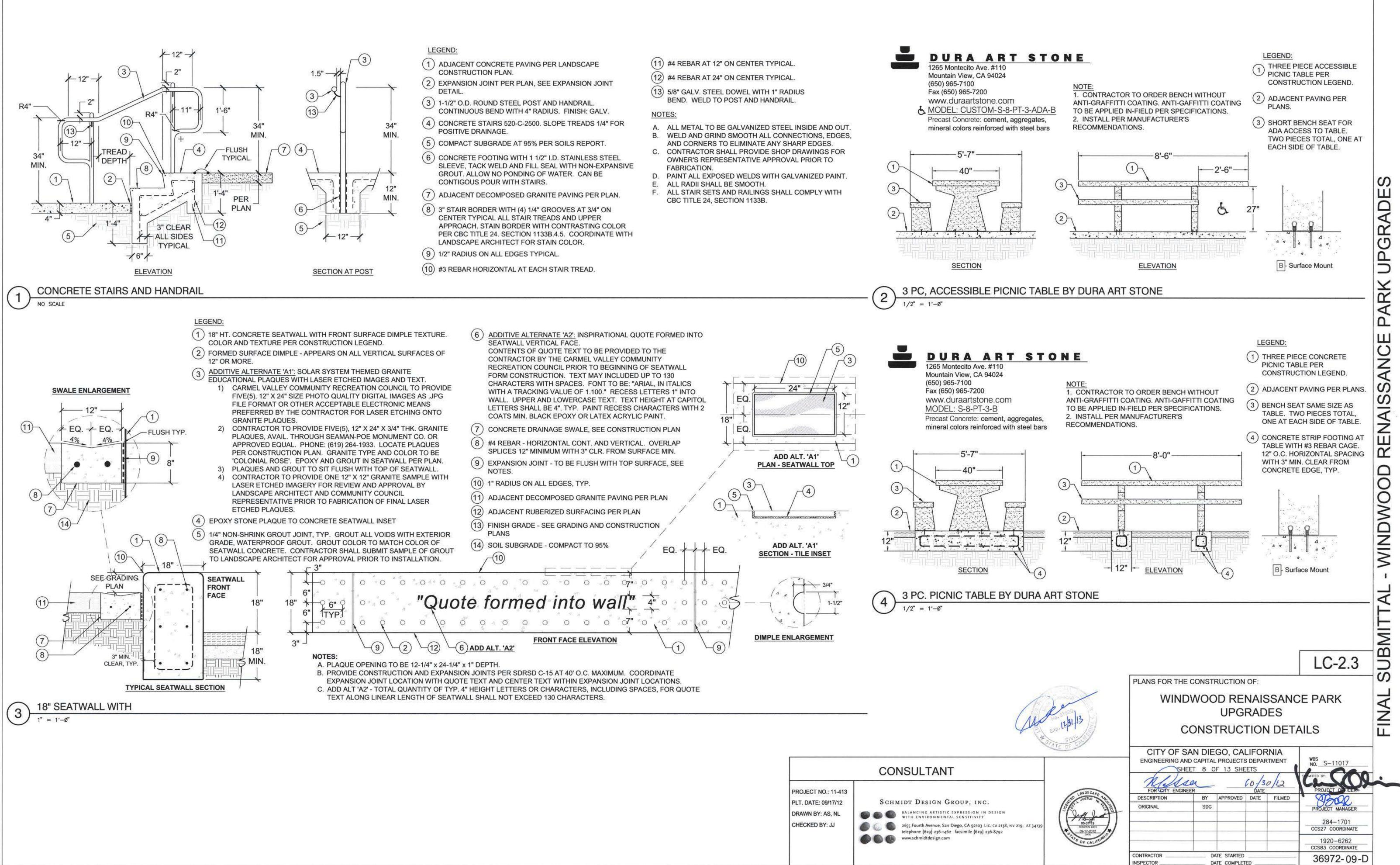
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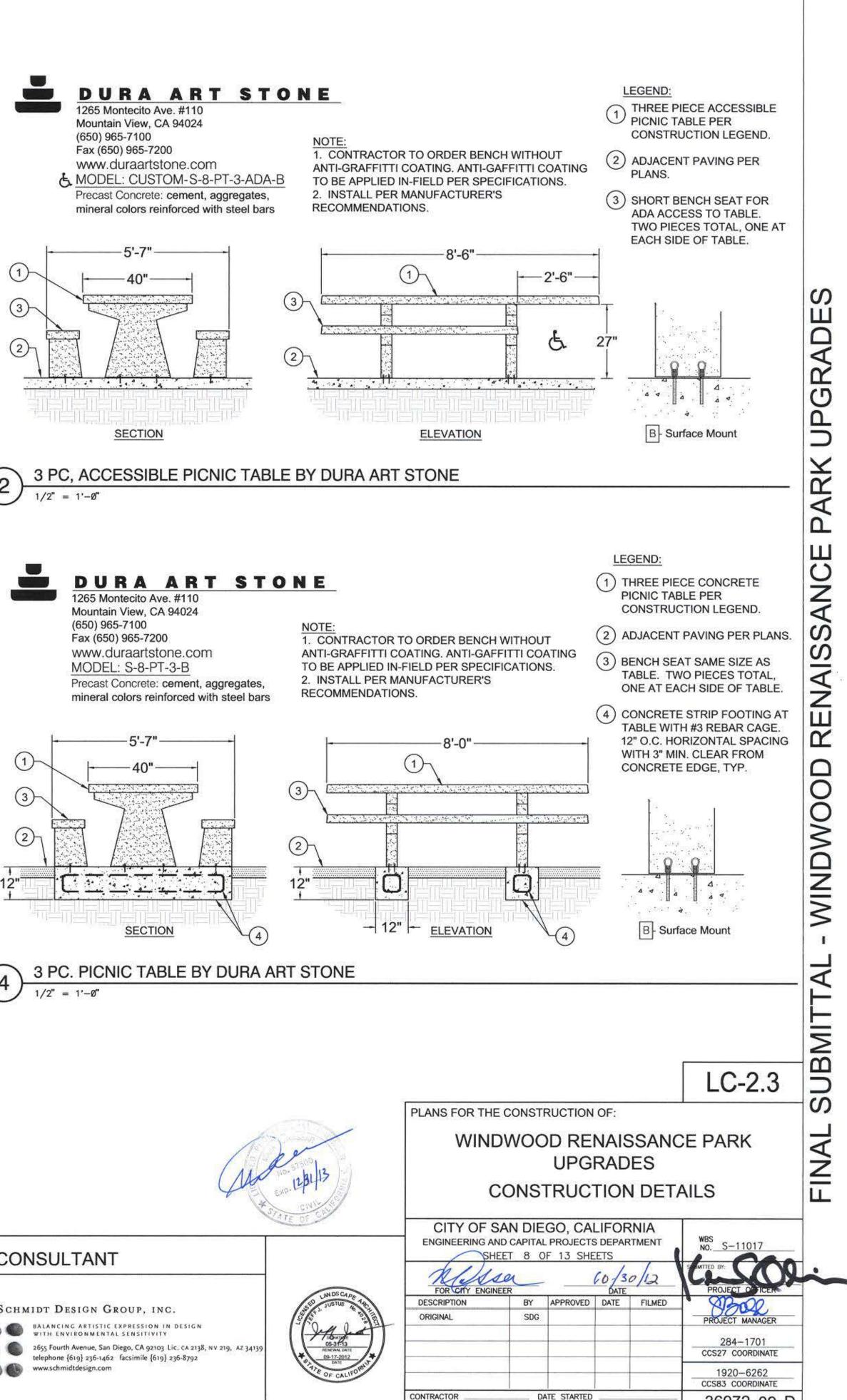
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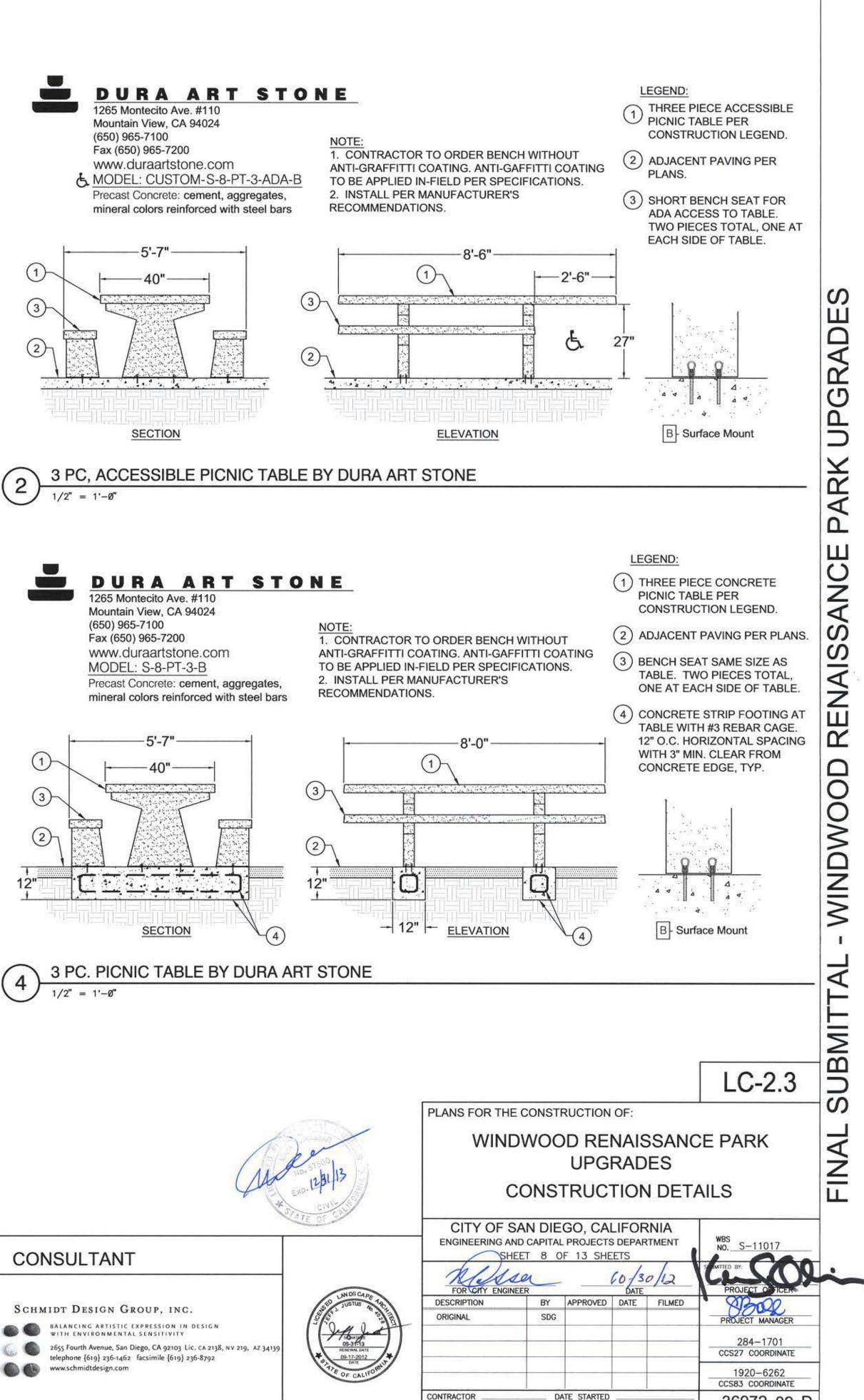
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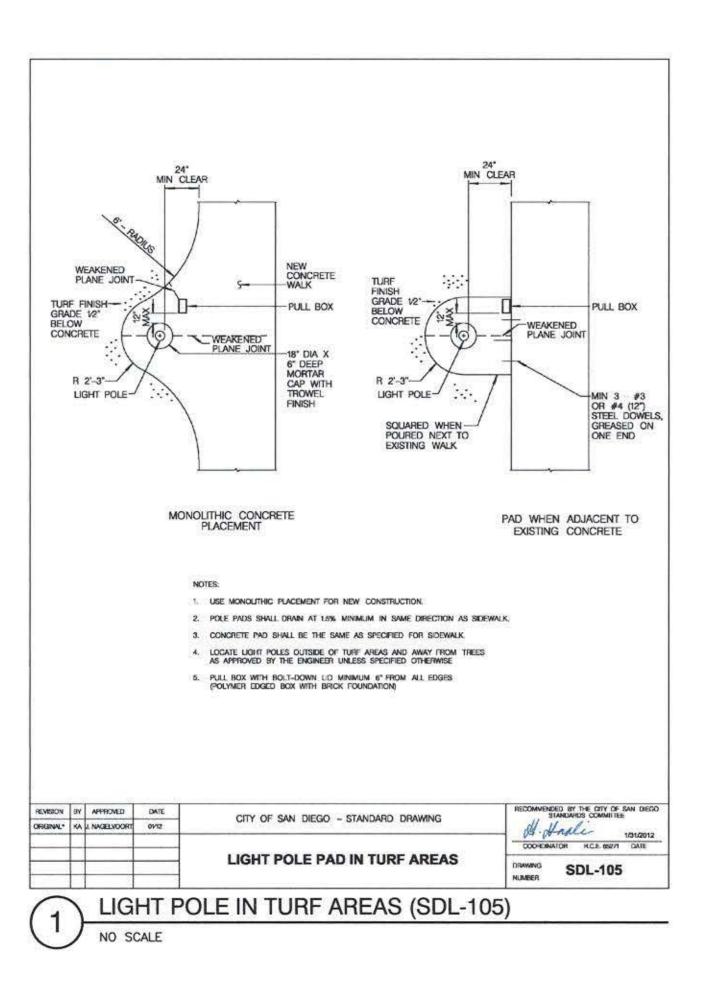


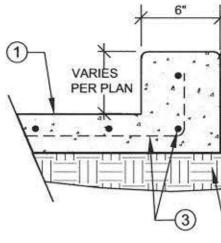








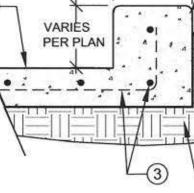


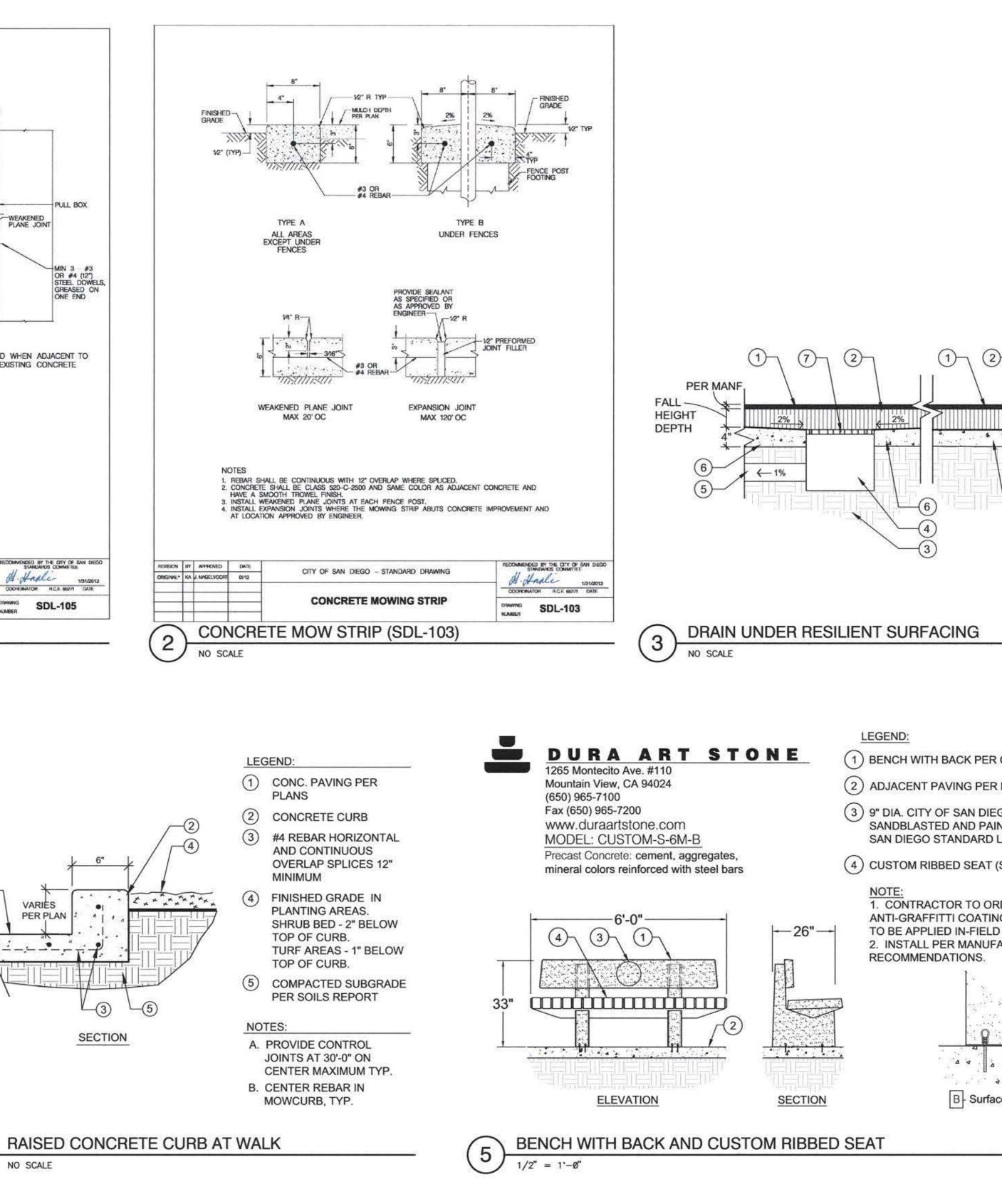


4

NO SCALE

SECTION







	5 4" SOLID PVC DRAIN PIPE. SEE GRADING PLAN FOR CONTINUATION											
	6	CONCRETE SUBBASE FOR RESILIENT SURFACING.										
	7	PROVIDE FILTER RUBBER SURFAC		VER GRAT	E OPENIN	IG TO CONTAIN	RESILIENT	PARK				
<u>(6)</u>	NOT	ES:						- C				
		RESILIENT SURFA			VEL WITH	SURROUNDIN	G	Щ				
	2. REFER TO GRADING PLAN FOR DRAIN LOCATIONS.											
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UPGRADE

(2)-. . . . . LEGEND:

1 ACCESSIBLE POURED-IN-PLACE RESILIENT SURFACING

(4) 24" SQUARE CONCRETE CATCH BASIN WITH COVER GRATE.

AMERICA OR APPROVED EQUAL.

3 COMPACTED SUBGRADE PER SOILS REPORT.

2 BASE MAT PER CRITICAL FALL HEIGHT POURED IN PLACE SBR AND

URETHANE AS PER MANUFACTURES SPECIFICATIONS BY SURFACE



# IRRIGATION LEGEND

SYMBOL	MANUFACTURER/MODEL	ARC	PSI	GPM	RADIUS	DETAIL
9	RAIN BIRD 1806 5 SERIES MPR	180	30	0.20	5'	5 / LI-2.0
\$	RAIN BIRD 1806 5 SERIES MPR	90	30	0.10	5'	
0	RAIN BIRD 1806 8 SERIES MPR	360	30	1.05	8'	
8	RAIN BIRD 1806 8 SERIES MPR	180	30	0.52	8'	
8	RAIN BIRD 1806 8 SERIES MPR	90	30	0.26	8'	
8	RAIN BIRD 1806 8 SERIES MPR	120	30	0.35	8'	
0	RAIN BIRD 1806 10 SERIES MPR	360	30	1.58	10'	
1	RAIN BIRD 1806 10 SERIES MPR	180	30	0.79	10'	
1	RAIN BIRD 1806 10 SERIES MPR	90	30	0.39	10'	
0	RAIN BIRD 1806 10 SERIES MPR	120	30	0.53	10'	
8	RAIN BIRD 1812 8 SERIES MPR (SHRUB AREAS ONLY)	90	30	0.26	8'	
8	RAIN BIRD 1812 8 SERIES MPR (SHRUB AREAS ONLY)	120	30	0.35	8'	
8	RAIN BIRD 1812 8 SERIES VAN (SHRUB AREAS ONLY)	ADJ	30		8'	
1	EXISTING TREE BUBBLER (CONTRACTOR TO LOCATE	a				

# PLANTING NOTES:

- CONTRACTOR SHALL REVIEW PLANTING SPECIFICATIONS BEFORE BEGINNING WORK.
- CONTRACTOR SHALL REVIEW PLANTING INSTALLATION DETAILS PRIOR TO BEGINNING WORK.

PLANTING AND BACKFILL MIX FOR PLANT PITS AND TABLETS SHALL BE AS FOLLOWS PER CUBIC YARD:

SYMBOL MANUFACTURER/MODEL/DESCRIPTION DETAIL IRRIGATION LATERAL LINE: PVC SCHEDULE 40 4/LI-2.0 PVC SCHEDULE 40 IRRIGATION PIPE. ONLY LATERAL TRANSITION PIPE SIZES 1" AND ABOVE ARE INDICATED ON THE PLAN, WITH ALL OTHERS BEING 3/4" IN SIZE. PIPE SLEEVE: PVC CLASS 200 TYPICAL PIPE SLEEVE FOR IRRIGATION PIPE. PIPE SLEEVE SIZE SHALL ALLOW FOR IRRIGATION PIPING AND THEIR RELATED COUPLINGS TO EASILY SLIDE THROUGH SLEEVING MATERIAL. EXTEND SLEEVES 18 INCHES BEYOND EDGES OF PAVING OR CONSTRUCTION. SPECIAL IRRIGATION NOTES: 1. CONTRACTOR SHALL IDENTIFY AND PROTECT IN PLACE ANY AND ALL EXISTING IRRIGATION EQUIPMENT IN AREAS ADJACENT TO NEW CONSTRUCTION THAT CAN STILL BE UTILIZED. 2. CONTRACTOR IS RESPONSIBLE FOR INSURING THAT ADJACENT AND S REVISED AREAS CONTINUE TO RECEIVE ADEQUATE HEAD TO HEAD Ш COVERAGE AND ARE IN PROPER WORKING ORDER UPON COMPLETION OF RAD WORK. IT MAY BE NECESSARY TO ADD / REPLACE / AND OR REPAIR EXISTING IRRIGATION EQUIPMENT IN ORDER TO SATISFY THIS REQUIREMENT. 3. CONTRACTOR TO UTILIZE EXISTING CONTROLLER AND VALVES FOR NEW AREAS OF IRRIGATION. SEE PLAN AND PLAN CALLOUTS. 5 Δ IN FIELD AND PROTECT IN PLACE) R **IRRIGATION NOTES** EXISTING UTILITIES AND FIELD CONDITIONS: PRIOR TO EXCAVATION, PA LOCATE ALL CABLES, CONDUITS, AND UNDERGROUND UTILITIES.CONTRACTOR SHALL BE RESPONSIBLE FOR CONTRACTOR SHALL VISIT SITE AND BECOME FAMILIAR WITH CONDITIONS UNDER WHICH WORK SHALL BE DONE PRIOR TO BIDDING. AN UNDERGROUND UTILITY SERVICE TO 4. CONTRACTOR SHALL NOTIFY THE RESIDENT ENGINEER OF ANY DISCREPANCIES IN THE EXISTING CONDITIONS OR WITHIN THE PLANS PRIOR TO LOCATE AND MARK UTILITIES. CONTRACTOR WILL TAKE PROPER Ш BEGINNING WORK PRECAUTIONS NOT TO DAMAGE OR DISTURB SUCH UNDERGROUND 0 5. RESIDENT ENGINEER AND LANDSCAPE ARCHITECT SHALL APPROVE ALL FINISH GRADING PRIOR TO PLACEMENT OF ANY PLANT MATERIAL IMPROVEMENTS. NOTIFY THE RESIDENT ENGINEER AND LANDSCAPE CONTRACTOR SHALL IMMEDIATELY, UPON THE AWARD OF THE CONTRACT, ORDER, LOCATE AND PURCHASE (OR HAVE HELD) ALL PLANT MATERIAL ARCHITECT IMMEDIATELY IF A CONFLICT EXISTS BETWEEN SUCH SAN REQUIRED BY THESE PLANS AND SPECIFICATIONS. OBSTACLES AND THE PROPOSED WORK. PROCEED IN SAME MANNER IF 7. THE CONTRACTOR SHALL BE HELD RESPONSIBLE FOR ANY REPAIRS MADE NECESSARY THROUGH THE ACTIONS OR NEGLIGENCE OF HIS CREW. ROCK LAYERS OR ANY OTHER CONDITIONS ENCOUNTERED SOIL AMENDMENTS SPECIFIED ARE FOR BIDDING PURPOSES AND DISRUPTED PLANTING AREAS THROUGHOUT THE SITE ONLY (SEE DEMOLITION UNDERGROUND MAKE CHANGES ADVISABLE. PLAN) ACTUAL TYPES AND QUANTITIES WILL BE BASED ON SOIL ANALYSIS PROVIDED BY CONTRACTOR AS INDICATED IN SPECIFICATIONS. AFTER 2. ALL PIPING AND WIRING UNDER ROADWAYS AND PAVING AND THROUGH S ROUGH GRADING, SOIL SAMPLES SHALL BE TAKEN FROM ENOUGH LOCATIONS IN DIFFERENT AREAS OF THE SITE TO REPRESENT AN ADEQUATE WALLS SHALL BE SLEEVED. CROSS SECTION OF CONDITIONS. 3. USE TWO WRAPS OF THREE-QUARTER INCH (3/4") TEFLON TAPE FOR ALL NAI THREADED VALVE CONNECTIONS. "SOIL PREP" TO BE MIXED INTO THE TOP 6" OF SOIL THROUGHOUT THE SITE EXCEPT ON SLOPES GREATER THAN 3:1 THE CONTRACTOR SHALL BE RESPONSIBLE FOR CONNECTION OF FIELD WIRES TO APPROPRIATE TERMINAL STRIPS ON THE AUTOMATIC RE BID MIX TURF AREAS: IRRIGATION CONTROLLER. SOIL AMENDMENTS BID MIX SHALL BE THE FOLLOWING PER 1000 SQUARE FEET: ADJUST ALL SPRINKLERS TO AVOID OVERSPRAY ONTO WALKS, STREETS, - 3 CU. YDS. NITROGEN STABILIZED ORGANIC AMENDMENT 'KELLOG NITRO MULCH' UTILITY BOXES, AND OTHER IMPROVEMENTS. 6. CONTRACTOR SHALL INSTALL IN-LINE ANTI-DRAIN VALVES AS - 20 LBS. GRO-POWER PLUS - 50 LBS. GYPSUM WARRANTED BY SITE CONDITIONS TO ALLEVIATE LOW HEAD DRAINAGE. THE CONTRACTOR SHALL NOT WILLFULLY INSTALL THE SPRINKLER  $\mathbf{O}$ BID MIX FOR SHRUB AREAS: SYSTEM WHEN IT IS OBVIOUS IN THE FIELD THAT OBSTRUCTIONS, GRADE DIFFERENCES OR DIFFERENCES IN THE AREA DIMENSIONS. 0 - 70% OF NATIVE SOIL SUCH OBSTRUCTIONS OR DIFFERENCES SHALL BE BROUGHT TO THE WINDW - 30% NITROGEN STABILIZED ORGANIC AMENDMENT ATTENTION OF THE LANDSCAPE ARCHITECT AND RESIDENT ENGINEER. - 16 LBS GRO-POWER PLUS IN THE EVENT THIS NOTIFICATION IS NOT PERFORMED, THE - 2 LBS. FERROUS SULFATE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY REVISIONS THOROUGHLY BLEND THE ABOVE AT A CENTRAL ON-SITE LOCATION PRIOR TO USE. THE FERROUS SULFATE SHOULD NOT CONTACT PAVING NECESSARY. SURFACES AS STAINING WILL RESULT. 8. ALL CONTROL VALVES SHALL BE MANIFOLDED AND GROUPED IN ONE AREA. VALVES SHALL BE SET AT RIGHT ANGLES TO EDGES. CONTRACTOR SHALL REMOVE AND DISCARD DAILY, ALL PIPING 10. PRIOR TO BEGINNING THE PLANTING OPERATION, IRRIGATE ALL PLANTING AREAS NORMALLY FOR TWO WEEKS TO GERMINATE WEEDS. APPLY DISTURBED DURING TRENCHING OPERATION. CONTACT HERBICIDE TO WEEDS ONLY PER MANUFACTURER, MONSANTO "ROUND-UP" OR EQUAL. REPEAT PROCESS IF WEEDS PERSIST. - 1 10. CONTRACTOR SHALL REVIEW IRRIGATION SPECIFICATIONS PRIOR TO 11. PRIOR TO PLANTING, IRRIGATION SYSTEM SHALL BE FULLY OPERATIONAL AND ALL PLANTING AREAS SHALL BE THOROUGHLY WATERED. BEGINNING WORK. REFER TO GREENBOOK, WHITEBOOK AND SPECIAL 12. PLANT MATERIAL MAY BE REJECTED AT ANY TIME BY RESIDENT ENGINEER DUE TO CONDITION, FORM OR DAMAGE BEFORE OR AFTER PLANTING. V PROVISIONS SPECIFICATIONS AND SDRSD STANDARD DETAILS FOR 13. 1 GALLON GROUND COVER MATERIALS SHALL BE PLANTED TO WITHIN 12" OF ADJACENT SHRUB STEMS. INSTALLATION PROCEDURES. 14. ALL PLANTING BEDS SHALL HAVE 2" (TWO INCH) THICK TYPE 10 MULCH LAYER. PROVIDE 'TRAIL MULCH' OR 'LANDSCAPE MULCH' BY EL CORAZON 11. THE CITY OF SAN DIEGO INSPECTION DEPARTMENT SHALL BE NOTIFIED COMPOST FACILITY (760-439-9920) OR APPROVED EQUAL. 48 HOURS (2 WORKING DAYS) PRIOR TO THE START OF CONSTRUCTION. 15. ALL PLANTING SHALL BE GUARANTEED THROUGH THE ESTABLISHMENT PERIOD (SEE PLANTING SPECIFICATIONS). ESTABLISHMENT PERIOD SHALL ALL WORK PERFORMED WITHOUT BENEFIT OF INSPECTION SHALL BE Ī BE 90 DAYS. TREES AND SHRUBS SHALL BE GUARANTEED FOR A PERIOD OF ONE YEAR, BEGINNING FROM THE DATE OF THE FINAL ACCEPTANCE OF SUBJECT TO REJECTION AND REMOVAL. THE ESTABLISHMENT PERIOD. WATER COMPANY: CITY OF SAN DIEGO 2 PHONE NUMBER: (619) 515-3500 THROUGHOUT THE ESTABLISHMENT PERIOD. LPI-1.0 S PLANS FOR THE CONSTRUCTION OF: WINDWOOD RENAISSANCE PARK 4 UPGRADES Ż PLANTING & IRRIGATION LEGEND & NOTES CITY OF SAN DIEGO, CALIFORNIA WBS NO. S-11017 ENGINEERING AND CAPITAL PROJECTS DEPARTMENT SHEET 11 OF 13 SHEETS CONSULTANT FOR OTY ENGINEER 10/3012 PROJECT NO.: 11-413 BY APPROVED DATE FILMED DESCRIPTION PROJECT MANAGER SCHMIDT DESIGN GROUP, INC. PLT. DATE: 09/17/12 ORIGINAL SDG BALANCING ARTISTIC EXPRESSION IN DESIGN DRAWN BY: AS, NL WITH ENVIRONMENTAL SENSITIVITY 284-1701

- PLANTS SHALL BE INSTALLED WITH TRIANGULAR SPACING. PLANT GROUNDCOVERS TO WITHIN 12" OF TREE OR SHRUB STEMS.

- 16. CONTRACTOR IS RESPONSIBLE FOR MAINTAINING ALL AREAS IN A WEED AND DEBRIS-FREE CONDITION
- 17. PLANT MATERIAL SHALL BE GROWN UNDER CLIMATIC CONDITIONS SIMILAR TO THOSE OF THE PROJECT SITE.



CCS27 COORDINATE

1920-6262 CCS83 COORDINATE

36972-11-D

CONTRACTOR

INSPECTOR .

DATE STARTED

DATE COMPLETED

