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ORIGINAL

City of San Diego

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PROPOSAL DOCUMENTS



FOR

ADA ACCESSIBILITY IMPROVEMENTS GROUP I & II

RFP NO.:	K-17-1478-DB1-3-A
SAP NO. (WBS/IO/CC):	B-15222, B-15229
CLIENT DEPARTMENT:	1714, 1914, 1613
COUNCIL DISTRICT:	1, 2, 3, 5, 6, 7
PROJECT TYPE:	BE, BD, BH

THIS CONTRACT IS SUBJECT TO THE FOLLOWING:

- THE CITY'S SUBCONTRACTING PARTICIPATION REQUIREMENTS FOR SLBE PROGRAM.
- PREVAILING WAGE RATES: STATE FEDERAL
- APPRENTICESHIP

PROPOSALS DUE:

12:00 NOON

JANUARY 5, 2017

CITY OF SAN DIEGO

PUBLIC WORKS CONTRACTS

1010 SECOND AVENUE, 14th FLOOR, MS 614C

SAN DIEGO, CA 92101

ATTN: CONTRACT SPECIALIST

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REQUEST FOR PROPOSAL

1. INTRODUCTION AND PROJECT OVERVIEW

1.1. SOLICITATION

1.1.1. This is the City of San Diego's (City) solicitation process to acquire Design Build services for the **ADA ACCESSIBILITY IMPROVEMENTS GROUP I & II** Design-Build project.

1.1.2. Failure to submit all requested information in accordance with the requirements of this Request for Proposal (RFP) may be cause for disqualification.

1.2. SUMMARY OF WORK: This is the City solicitation process to acquire Design-Build services for a Design-Build project to mitigate existing major barriers to accessibility in the parking area, path of travel to the building and throughout the building. This project includes several locations that are part of the update to the federally mandated ADA Transition Plan because they have barriers to people with disabilities. The facilities are the Hexagon Building at Tierrasanta Community Park and Recreation Center, the Balboa Park Bridge Club, the Balboa Park Chess/Horseshoe Club, the Normal Heights Community Center, the Ocean Beach Childcare Center, the Carmel Mountain Ranch Branch Library, the Hourglass Field Comfort Station, the Ned Baumer Pool/Aquatic Center, the Police Eastern Traffic Facility, and the Standley Handball Court. For additional information refer to Attachment A.

1.3. FULL AND OPEN COMPETITION: This contract is open to full competition and may be bid on by Contractors who are on the City's current Prequalified Contractors' List. For information regarding the Contractors Prequalified list visit the City's web site: <http://www.sandiego.gov>.

1.4. PROPOSAL DUE DATE AND TIME ARE: JANUARY 5, 2017, at 12 NOON.

1.5. ESTIMATED PROJECT COST: The City's estimated cost for this project is **\$2,280,000.**

1.6. LICENSE REQUIREMENT: The City has determined that the following licensing classifications are required for this contract: **Class A** or **Class B**

1.7. CONTRACT PERIOD: The Project, including the Plant Establishment Period, shall be completed within **330 Working Days** from the Notice to Proceed (NTP).

1.8. PREVAILING WAGE RATES APPLY TO THIS CONTRACT: Refer to Attachment D.

1.9. CONTRACTOR LICENSE AND PREQUALIFICATION STATUS:

1.9.1. The Design-Builder must possess a Class "A" or "B" California State Contractor's license.

1.9.2. The Design-Builder must, at the time of submission of the proposal, be prequalified at an amount equal to or greater than the total amount proposed, including any alternates or options.

1.9.3. The Design-Builder's California State License and City of San Diego prequalification status as specified herein must be valid at time of submission.

1.10. PRE-PROPOSAL MEETING AND SITE VISIT:

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

Date: DECEMBER 7, 2016
Time: 10:00 AM
**Location: 1010 Second Avenue Suite 1400, Large Conference Room
San Diego, CA 92101**

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

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

ADA GROUP II

Time: 9:30 AM
Date: DECEMBER 5, 2016
Location: Pre-Bid Site Visit locations are listed as follows and will occur in the following order beginning at Location 1:

- 1. CARMEL MOUNTAIN RANCH BRANCH LIBRARY**
12095 World Trade Drive, San Diego, CA 92128
- 2. HOURGLASS FIELD COMFORT STATION**
9490 Gold Coast Drive, San Diego, CA 92126
- 3. NED BAUMER POOL/AQUATIC CENTER**
10440 Black Mountain Road, San Diego CA 92126
- 4. POLICE EASTERN TRAFFIC FACILITY**
9265 Aero Drive, San Diego CA 92123
- 5. STANDLEY HANDBALL COURT**
3585 Governor Drive, San Diego, 92122

ADA GROUP I

Time: 1:30 PM

Date: DECEMBER 7, 2016

Location: Pre-Bid Site Visit locations are listed as follows and will occur in the following order beginning at Location 1:

1. **Balboa Park Redwood Bridge Club**
3111 Sixth Avenue, San Diego, CA 92103
2. **Balboa Park Chess/Horseshoe Club**
2225 Sixth Avenue, San Diego, CA 92101
3. **Hexagon Building at Tierrasanta Community Park and Recreation Center**
11220 Clairemont Mesa Boulevard, San Diego, CA 92124
4. **Normal Heights Community Center**
4649 Hawley Boulevard, San Diego, CA 92116
5. **Ocean Beach Child Care Center**
2031 Chatsworth Boulevard, San Diego, CA 92107

2. SUBCONTRACTING PARTICIPATION PERCENTAGES: Subcontracting participation percentages apply to this contract.

2.1.1. City has incorporated mandatory SLBE-ELBE subcontractor participation percentages to enhance competition and maximize subcontracting opportunities. For the purpose of achieving the mandatory subcontractor participation percentages, a recommended breakdown of the SLBE and ELBE subcontractor participation percentages based upon certified SLBE and ELBE firms has also been provided to achieve the mandatory subcontractor participation percentages:

1. SLBE participation	4.7%
2. ELBE participation	10.6%
3. Total mandatory participation	15.3%

2.1.2. The Bid may be declared non-responsive if the Bidder fails the meet the following requirements:

2.1.2.1. Include SLBE-ELBE certified subcontractors at the overall mandatory participation percentage identified in this document; **OR**

2.1.2.2. Submit Good Faith Effort documentation, saved in searchable Portable Document Format (PDF) and stored on Compact Disc (CD) or Digital Video Disc (DVD), demonstrating the Bidder made a good faith effort to outreach to and include SLBE-ELBE Subcontractors required in this document within 3 Working Days of the Bid opening if the overall mandatory participation percentage is not met.

3. SELECTION AND AWARD SCHEDULE:

3.1. The City anticipates that the adjusted low proposal method for selecting a Design-Builder and awarding the contract will be according to the following tentative schedule. Dates are subject to change:

3.2. Pre-Proposal Meeting **DECEMBER 7, 2016**

3.3. Pre-Proposal Site Visit **DECEMBER 5 and 7, 2016**

3.4. Proposal Due Date **JANUARY 5, 2017**

3.5. Presentations and Interviews **JANUARY 9, 2017**

3.6. Selection and Notification **JANUARY 30, 2017**

3.7. Limited Notice to Proceed **FEBRUARY 28, 2017**

INSTRUCTIONS TO BIDDERS

1. PREQUALIFICATION OF CONTRACTORS:

- 1.1. Contractors submitting a Bid must be pre-qualified for the total amount proposed, including all alternate items, prior to the date of submittal. Bids from contractors who have not been pre-qualified as applicable and Bids that exceed the maximum dollar amount at which contractors are pre-qualified may be deemed **non-responsive** and ineligible for award. Complete information and links to the on-line prequalification application are available at:

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

- 1.2. The completed application must be submitted online no later than 2 weeks prior to the bid opening. For additional information or the answer to questions about the prequalification program, contact David Stucky at 619-533-3474 or dstucky@sandiego.gov.
- 1.3. Due to the City's fiduciary requirement to safeguard vendor data, City staff will not be able to provide information regarding contractors' prequalification status over the telephone. Contractors may access real-time information about their prequalification status via their vendor profile on [PlanetBids™](#).

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

- 2.1. BIDDERS MUST BE PRE-REGISTERED with the City's bidding system and possess a system-assigned Digital ID in order to submit an electronic bid.
- 2.2. The City's bidding system will automatically track information submitted to the site including IP addresses, browsers being used and the URLs from which information was submitted. In addition, the City's bidding system will keep a history of every login instance including the time of login, and other information about the user's computer configuration such as the operating system, browser type, version, and more. Because of these security features, Contractors who disable their browsers' cookies will not be able to log in and use the City's bidding system.
- 2.3. The City's electronic bidding system is responsible for bid tabulations. Upon the bidder's or proposer's entry of their bid, the system will ensure that all required fields are entered. **The system will not accept a bid for which any required information is missing.** This includes all necessary pricing, subcontractor listing(s) and any other essential documentation and supporting materials and forms requested or contained in these solicitation documents.

- 2.4. BIDS REMAIN SEALED UNTIL BID DEADLINE. eBids are transmitted into the City's bidding system via hypertext transfer protocol secure (https) mechanism using SSL 128-256 bit security certificates issued from Verisign/Thawte which encrypts data being transferred from client to server. Bids submitted prior to the "Bid Due Date and Time" are not available for review by anyone other than the submitter which has until the "Bid Due Date and Time" to change, rescind or retrieve its proposal should it desire to do so.
- 2.5. BIDS MUST BE SUBMITTED BY BID DUE DATE AND TIME. Once the bid deadline is reached, no further submissions are accepted into the system. Once the Bid Due Date and Time has lapsed, bidders, proposers, the general public, and City staff are able to immediately see the results on line. City staff may then begin reviewing the submissions for responsiveness, EOCP compliance and other issues. The City may require any Bidder to furnish statement of experience, financial responsibility, technical ability, equipment, and references.
- 2.6. RECAPITULATION OF THE WORK. Bids shall not contain any recapitulation of the Work. Conditional Bids may be rejected as being non-responsive. Alternative proposals will not be considered unless called for.
- 2.7. BIDS MAY BE WITHDRAWN by the Bidder only up to the bid due date and time.
 - 2.7.1. Important Note: Submission of the electronic bid into the system may not be instantaneous. Due to the speed and capabilities of the user's internet service provider (ISP), bandwidth, computer hardware and other variables, it may take time for the bidder's submission to upload and be received by the City's eBidding system. It is the bidder's sole responsibility to ensure their bids are received on time by the City's eBidding system. The City of San Diego is not responsible for bids that do not arrive by the required date and time.
- 2.8. ACCESSIBILITY AND AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE. : To request a copy of this solicitation in an alternative format, contact the Public Works Contract Specialist listed on the cover of this solicitation at least five (5) working days prior to the Bid/Proposal due date to ensure availability.

3. ELECTRONIC BID SUBMISSIONS CARRY FULL FORCE AND EFFECT

- 3.1. The bidder, by submitting its electronic bid, acknowledges that doing so carries the same force and full legal effect as a paper submission with a longhand (wet) signature.
- 3.2. By submitting an electronic bid, the bidder certifies that the bidder has thoroughly examined and understands the entire Contract Documents (which consist of the plans and specifications, drawings, forms, affidavits and the solicitation

documents), and that by submitting the eBid as its bid proposal, the bidder acknowledges, agrees to and is bound by the entire Contract Documents, including any addenda issued thereto, and incorporated by reference in the Contract Documents.

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

3.4. The Bidder agrees to the construction of the project as described in Attachment "A-Scope of Work" for the City of San Diego, in accordance with the requirements set forth herein for the electronically submitted prices. The Bidder guarantees the Contract Price for a period of 120 days (90 days for federally funded contracts and contracts valued at \$500,000 or less) from the date of Bid opening. The duration of the Contract Price guarantee shall be extended by the number of days required for the City to obtain all items necessary to fulfill all conditions precedent.

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

5. CONTRACTOR REGISTRATION AND ELECTRONIC REPORTING SYSTEM:

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

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

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

6. JOINT VENTURE CONTRACTORS: Provide a copy of the Joint Venture agreement and the Joint Venture license to the City within 10 Working Days after receiving the Contract forms. See 2-1.1.2, "Joint Venture Contractors" in The WHITEBOOK for details.

7. **PREVAILING WAGE RATES WILL APPLY:** Refer to Attachment D.
8. **SUBCONTRACTING PARTICIPATION PERCENTAGES:** Subcontracting participation percentages apply to this contract. Refer to Attachment E.
9. **INSURANCE REQUIREMENTS:**
- 9.1. All certificates of insurance and endorsements required by the contract are to be provided upon issuance of the City's Notice of Intent to Award letter.
- 9.2. Refer to sections 7-3, "LIABILITY INSURANCE", and 7-4, "WORKERS' COMPENSATION INSURANCE" of the Supplementary Special Provisions (SSP) for the insurance requirements which must be met.
10. **REFERENCE STANDARDS:** Except as otherwise noted or specified, the Work shall be completed in accordance with the following standards:

Title	Edition	Document Number
Standard Specifications for Public Works Construction ("The GREENBOOK") http://www.greenbookspecs.org/	2015	PWPI070116-01
City of San Diego Standard Specifications for Public Works Construction ("The WHITEBOOK")* https://www.sandiego.gov/publicworks/edocref/greenbook	2015	PWPI070116-02
City of San Diego Standard Drawings* https://www.sandiego.gov/publicworks/edocref/standarddraw	2016	PWPI070116-03
Citywide Computer Aided Design and Drafting (CADD) Standards https://www.sandiego.gov/publicworks/edocref/drawings	2016	PWPI092816-04
California Department of Transportation (CALTRANS) Standard Specifications - http://www.dot.ca.gov/des/oe/construction-contract-standards.html	2015	PWPI092816-05
CALTRANS Standard Plans http://www.dot.ca.gov/des/oe/construction-contract-standards.html	2015	PWPI092816-06
California Manual on Uniform Traffic Control Devices Revision 1 (CA MUTCD Rev 1) - http://www.dot.ca.gov/trafficops/camutcd/	2014	PWPI092816-07
NOTE: *Available online under Engineering Documents and References at: http://www.sandiego.gov/publicworks/edocref/index.shtml		

11. **CITY'S RESPONSES AND ADDENDA:** The City, at its discretion, may respond to any or all questions submitted in writing via the City's eBidding web site in the **form of an addendum**. No other responses to questions, oral or written shall be of any force or effect with respect to this solicitation. The changes to the Contract Documents through addenda are made effective as though originally issued with the Bid. The Bidders shall acknowledge the receipt of Addenda at the time of bid submission.
12. **CITY'S RIGHTS RESERVED:** The City reserves the right to cancel the Notice Inviting Bids at any time, and further reserves the right to reject submitted Bids, without giving any reason for such action, at its sole discretion and without liability. Costs incurred by the Bidder(s) as a result of preparing Bids under the Notice Inviting Bids shall be the sole responsibility of each bidder. The Notice Inviting Bids creates or imposes no obligation upon the City to enter a contract.
13. **CONTRACT PRICING:** This solicitation is for a Lump Sum contract with Unit Price provisions as set forth herein. The Bidder agrees to perform construction services for the City of San Diego in accordance with these contract documents for the prices listed below. The Bidder further agrees to guarantee the Contract Price for a period of 120 days from the date of Bid opening. The duration of the Contract Price guarantee may be extended, by mutual consent of the parties, by the number of days required for the City to obtain all items necessary to fulfill all contractual conditions.
14. **SUBCONTRACTOR INFORMATION:**
 - 14.1. **LISTING OF SUBCONTRACTORS.** In accordance with the requirements provided in the "Subletting and Subcontracting Fair Practices Act" of the California Public Contract Code, the Bidder shall provide the **NAME** and **ADDRESS** of each Subcontractor who will perform work, labor, render services or who specially fabricates and installs a portion [type] of the work or improvement, in an amount in excess of 0.5% of the Contractor's total Bid. The Bidder shall also state within the description, whether the subcontractor is a **CONSTRUCTOR, CONSULTANT** or **SUPPLIER**. The Bidder shall further state within the description, the **PORTION** of the work which will be performed by each subcontractor under this Contract. The Contractor shall list only one Subcontractor for each portion of the Work. The **DOLLAR VALUE** of the total Bid to be performed shall be stated for all subcontractors listed. Failure to comply with this requirement may result in the Bid being rejected as **non-responsive** and ineligible for award. The Bidder's attention is directed to the Special Provisions - General; Paragraph 2-3, "Subcontracts", which stipulates the percent of the Work to be performed with the Bidders' own forces. The Bidder shall list all SLBE, ELBE, DBE, DVBE, MBE, WBE, OBE, SDB, WoSB, HUBZone, and SDVOSB Subcontractors for which Bidders are seeking recognition towards achieving any mandatory, voluntary (or both) subcontracting participation goals.

- 14.2. **LISTING OF SUPPLIERS.** Any Bidder seeking the recognition of Suppliers of equipment, materials, or supplies obtained from third party Suppliers towards achieving any mandatory or voluntary (or both) subcontracting participation goals shall provide, at a minimum, the **NAME, LOCATION (CITY)** and the **DOLLAR VALUE** of each supplier. The Bidder will be credited up to 60% of the amount to be paid to the Suppliers for materials and supplies unless vendor manufactures or substantially alters materials and supplies, in which case, 100% will be credited. The Bidder is to indicate within the description whether the listed firm is a supplier or manufacturer. If no indication is provided, the listed firm will be credited at 60% of the listed dollar value for purposes of calculating the Subcontractor Participation Percentage.
- 14.3. **LISTING OF SUBCONTRACTORS OR SUPPLIERS FOR ALTERNATES.** For subcontractors or suppliers to be used on additive or deductive alternate items, in addition to the above requirements, bidder shall further note "ALTERNATE" and alternate item number within the description.
15. **SUBMITTAL OF "OR EQUAL" ITEMS:** See Section 4-1.6, "Trade Names or Equals" in The WHITEBOOK and as amended in the SSP.
16. **AWARD PROCESS:**
- 16.1. The Award of this contract is contingent upon the Contractor's compliance with all conditions precedent to Award.
- 16.2. Upon acceptance of a Bid, the City will prepare contract documents for execution within approximately 21 days of the date of the Bid opening and award the Contract approximately within 7 days of receipt of properly executed Contract, bonds, and insurance documents.
- 16.3. This contract will be deemed executed and effective only upon the signing of the Contract by the Mayor or his designee and approval as to form the City Attorney's Office.
17. **SUBCONTRACT LIMITATIONS:** The Bidder's attention is directed to Standard Specifications for Public Works Construction, Section 2-3, "SUBCONTRACTS" in The GREENBOOK and as amended in the SSP which requires the Contractor to self-perform not less than the specified amount. Failure to comply with this requirement shall render the bid **non-responsive** and ineligible for award.
18. **AVAILABILITY OF PLANS AND SPECIFICATIONS:** Contract Documents may be obtained by visiting the City's website: <http://www.sandiego.gov/cip/>. Plans and Specifications for this contract are also available for review in the office of the City Clerk or Public Works Contracts.

- 19. ONLY ONE BID PER CONTRACTOR SHALL BE ACCEPTED:** No person, firm, or corporation shall be allowed to make, file, or be interested in more than one (1) Bid for the same work unless alternate Bids are called for. A person, firm or corporation who has submitted a sub-proposal to a Bidder, or who has quoted prices on materials to a Bidder, is not hereby disqualified from submitting a sub-proposal or quoting prices to other Bidders or from submitting a Bid in its own behalf. Any Bidder who submits more than one bid will result in the rejection of all bids submitted.
- 20. SAN DIEGO BUSINESS TAX CERTIFICATE:** The Contractor and Subcontractors, not already having a City of San Diego Business Tax Certificate for the work contemplated shall secure the appropriate certificate from the City Treasurer, Civic Center Plaza, First floor and submit to the Contract Specialist upon request or as specified in the Contract Documents. Tax Identification numbers for both the Bidder and the listed Subcontractors must be submitted on the City provided forms within these documents.
- 21. BIDDER'S GUARANTEE OF GOOD FAITH (BID SECURITY):**
- 21.1. For bids \$250,000 and above, bidders shall submit Bid Security at bid time. Bid Security shall be in one of the following forms: a cashier's check, or a properly certified check upon some responsible bank; or an approved corporate surety bond payable to the City of San Diego for an amount of not less than 10% of the total bid amount.
 - 21.2. This check or bond, and the monies represented thereby, will be held by the City as a guarantee that the Bidder, if awarded the contract, will in good faith enter into the contract and furnish the required final performance and payment bonds.
 - 21.3. The Bidder agrees that in the event of the Bidder's failure to execute this contract and provide the required final bonds, the money represented by the cashier's or certified check will remain the property of the City; and the Surety agrees that it will pay to the City the damages, not exceeding the sum of 10% of the amount of the Bid, that the City may suffer as a result of such failure.
 - 21.4. At the time of bid submission, bidders must upload and submit an electronic PDF copy of the aforementioned bid security. Whether in the form of a cashier's check, a properly certified check or an approved corporate surety bond payable to the City of San Diego, the bid security must be uploaded to the City's eBidding system. Within twenty-four (24) hours after the bid due date and time, the first five (5) apparent low bidders must provide the City with the original bid security.
 - 21.5. Failure to submit the electronic version of the bid security at the time of bid submission AND failure to provide the original within twenty-four (24) hours may cause the bid to be rejected and deemed **non-responsive**.

22. AWARD OF CONTRACT OR REJECTION OF BIDS:

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

23. BID RESULTS:

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

24. THE CONTRACT:

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

- 25. EXAMINATION OF PLANS, SPECIFICATIONS, AND SITE OF WORK:** The Bidder shall examine carefully the Project Site, the Plans and Specifications, other materials as described in the Special Provisions, Section 2-7, and the proposal forms (e.g., Bidding Documents). The submission of a Bid shall be conclusive evidence that the Bidder has investigated and is satisfied as to the conditions to be encountered, as to the character,

quality, and scope of Work, the quantities of materials to be furnished, and as to the requirements of the Bidding Documents Proposal, Plans, and Specifications.

26. CITY STANDARD PROVISIONS: This contract is subject to the following standard provisions. See The WHITEBOOK for details.

- 26.1. The City of San Diego Resolution No. R-277952 adopted on May 20, 1991 for a Drug-Free Workplace.
- 26.2. The City of San Diego Resolution No. R-282153 adopted on June 14, 1993 related to the Americans with Disabilities Act.
- 26.3. The City of San Diego Municipal Code §22.3004 for Contractor Standards.
- 26.4. The City of San Diego's Labor Compliance Program and the State of California Labor Code §§1771.5(b) and 1776.
- 26.5. Sections 1777.5, 1777.6, and 1777.7 of the State of California Labor Code concerning the employment of apprentices by contractors and subcontractors performing public works contracts.
- 26.6. The City's Equal Benefits Ordinance (EBO), Chapter 2, Article 2, Division 43 of The San Diego Municipal Code (SDMC).
- 26.7. The City's Information Security Policy (ISP) as defined in the City's Administrative Regulation 90.63.

27. PRE-AWARD ACTIVITIES:

- 27.1. The contractor selected by the City to execute a contract for this Work shall submit the required documentation as specified in the herein and in the Notice of Award. Failure to provide the information as specified may result in the Bid being rejected as **non-responsive**.
- 27.2. The decision that bid is non-responsive for failure to provide the information required within the time specified shall be at the sole discretion of the City.

ATTACHMENTS

ATTACHMENT A
PROJECT DESCRIPTION AND SCOPE OF WORK

ATTACHMENT A

PROJECT DESCRIPTION AND SCOPE OF WORK

PUBLIC WORKS DEPARTMENT

1. Project Description:

The project consists of various facilities or site upgrades, or both, to comply with the American with Disabilities Act (ADA) and Title 24 Requirements at ten locations within the City of San Diego. This project is a barrier removal project and Design-Build firms are only to address the scope identified in this attachment. In the precedence of design and construction, the Hexagon Building has the highest priority both for the completion of design and for construction. With the expectation that this project is completed first and the Design and construction tasks for the remaining nine sites be subsequent to the Hexagon Building.

The ten locations are as follows:

1. Hexagon Building at Tierrasanta Community Park and Recreation Center
11220 Clairemont Mesa Boulevard, San Diego, CA92124
2. Balboa Park Bridge Club
3111 Sixth Avenue, San Diego, CA92103
3. Balboa Park Chess/Horseshoe Club
2225 Sixth Avenue, San Diego, CA92101
4. Normal Heights Community Center
4649 Hawley Boulevard, San Diego, CA92116
5. Ocean Beach Childcare Center
2041 Chatsworth Boulevard, San Diego, CA92107
6. Carmel Mountain Ranch Branch Library
12095 World Trade Drive, San Diego, CA 92128
7. Hourglass Field Comfort Station
9490 Gold Coast Drive, San Diego, CA 92126
8. Ned Baumer Pool/Aquatic Center
10440 Black Mountain Road, San Diego, CA 92126
9. Police Eastern Traffic Facility
9265 Aero Drive, San Diego, CA 92123

10. Standley Handball Court
3585 Governor Drive, San Diego, CA 92122

The design and construction shall comply with the requirements of 2016 California Building Code (CBC), Title 24, 2010 ADA Standard For Accessible Design, the City of San Diego New Construction Standards and Specification Guideline from Facilities Division, the City of San Diego 2011 Consultant's Guide to Park Design and Development, the City of San Diego's Access Memos, Storm Water Management Discharge Control as referenced in Section 10-3 of the Attachment E, SSP, and all other requirements, work and appurtenances in accordance with these specifications. The New Construction Standards and Specification Guideline from Facilities Division is available for use by visiting:

<ftp://ftp.sannet.gov/OUT/ECP/AEP/ADA%20Accessibility%20Improvements%20Group%20I%20~%20IV/ADA%20Group%20I%20&%20II/Design%20Standards/>

The Consultant's Guide to Park Design and Development and the Access memos can be found in the links below:

<https://www.sandiego.gov/sites/default/files/legacy/park-and-recreation/pdf/parkdesign/consultantsguide2011.pdf>

<https://www.sandiego.gov/adacompliance/policies>

The Design shall comply with the 2013 Municipal Separate Storm Sewer Systems (MS4) Permit.

All work shall meet all Federal, State, and City accessibility laws and guidelines.

The Design-Builder shall have a Certified Access Specialist (CASP) as part of the team during both design and construction stage.

The Design-Builder shall design and install the upgrades to be consistent in quality and appearance with the existing facilities.

The Design-Builder shall inspect the existing facilities and develop schematic design documents reflecting the Work for City's approval prior to the preparation of Construction Documents. Although As-built drawings are being provided, it is the Design Builder's responsibility to field verify all pertinent information. See As-built drawing in the following ftp link:

[ftp://ftp.sannet.gov/OUT/ECP/AEP/ADA%20Accessibility%20Improvements%20Group%20I%20~%20IV/ADA%20Group%20I%20&%20II/As%20Builts%20\(For%20Reference%20Only\)/](ftp://ftp.sannet.gov/OUT/ECP/AEP/ADA%20Accessibility%20Improvements%20Group%20I%20~%20IV/ADA%20Group%20I%20&%20II/As%20Builts%20(For%20Reference%20Only)/)

The City's review process will take 2 weeks for each cycle. The Design-Builder shall provide an Accessibility Evaluation Report for review. The two review cycles will be at 30% completion and 90% completion. This City review is only from the Public Works Engineering Department as the

and 90% completion. This City review is only from the Public Works Engineering Department as the Owner. In addition, the Design-Builder is responsible for acquiring any required building permits from City of San Diego's Development Services Department. The building permit fees will be paid by the Design-Builder and will be reimbursed by the City using the Permit Fees allowance.

The City's review comments shall be addressed. The relevant documents shall be revised to address comments to develop a final set of Construction Documents. This is required prior to the start of the construction for each site. No construction activities shall occur until a valid building permit is issued and engineered plans are approved and signed by the Deputized City Engineer.

The Design-Builder shall perform survey services for design and construction. All survey Monument Preservation will be performed by City Public Works Construction Management and Field Services (PW-CMFS) Field Survey Section on all Projects, unless permission is obtained for these services in writing by PW-CMFS.

Plans, Specifications, and Estimates will be prepared in accordance with the City of San Diego Standards for the preparation of Plans, Specifications, and Estimates (PS&E) by Consultants, and the Citywide CADD and Drafting Standards. AutoCAD design drawings shall be released to the City at conclusion of the design and As-built drawings shall be prepared from redlines in accordance with the City of San Diego's Citywide CADD Standards.

The Design-Builder shall obtain building permits and all required permits included but not limited to APCD, demolition, traffic etc. Work will not be authorized until valid building permits and engineered plans are approved. The Design-Builder shall advise tenants that all doormats must comply with current accessibility requirements. Furniture, plants, displays, literature racks, mailboxes, trash receptacles and other appurtenances must be placed in compliance with current required accessible heights and not cause a protrusion or obstacle in the path of travel. Building signage must be installed as required.

2. Scope of Work:

2.1. Hexagon Building at Tierrasanta Community Park and Recreation Center.

The site is located in the community of Tierrasanta, within Council District 7. See location map, appendix E. The building is currently used for assembly purposes with an occupant load of less than 30 persons.

The City of San Diego, Asbestos Lead and Management Program (ALMP) section has performed testing of the facility. See inspection report (Appendix G) for details. Design-Builder shall not include any costs associated with mitigation of Asbestos and Lead materials. If asbestos or lead is discovered, the abatement work will be performed by a separate City contract with work being performed at the beginning of each project. The Design-Builder shall coordinate with the City's Environmental Department.

The Design-Builder shall verify existing non-compliant conditions and provide design and construction drawings to bring this facility into compliance with current ADA and California Title 24 regulations in the following areas:

Accessible Ramp/Stairs

Existing Ramp is not to current standards. Design a new ramp at the Southwest location of the building. The existing ramp shall be kept on the same location. The existing stairs are not to current standards. Replace the existing stairs with new compliant stairs.

Accessible Parking and Access Aisle

The accessible parking and access aisle shall be designed to current standards. Existing slopes and dimensions are not in compliance. Design existing accessible parking and access aisle to current standards. Currently there are two accessible parking and access aisle that serve the Hexagon building. The combined area is approximately 40' x 30'. The transition area from the accessible parking shall comply with the City of San Diego Standard Drawing SDM-117.

Path of Travel

Evaluate the path of travel from the existing accessible parking aisle to the main entrance of the Hexagon building. Areas in the path of travel that are greater than 2% cross slope, or 5% running slope shall be designed to current standards. The new accessible route shall connect with the new proposed ramp; and will include accessible transitions with intersecting walkways.

Facility

The existing entrance to facility is not accessible. Install new accessible doorway.

Restroom

The two existing bathrooms are not accessible. The Design-Builder shall design a single unisex restroom in compliance with the building code and occupancy use of the facility.

2.2. Balboa Park Bridge Club.

The site is located in the community of Balboa Park, within Council District 3. See location map, appendix E.

The City of San Diego, Asbestos Lead and Management Program (ALMP) section has performed testing of the facility. See inspection report (Appendix G) for details. Design-Builder shall not include any costs associated with mitigation of Asbestos and Lead materials. If asbestos or lead is discovered, the abatement work will be performed by a separate City contract with work being performed at the beginning of each project. The Design-Builder shall coordinate with the City's Environmental Department.

The Design-Builder shall verify existing non-compliant conditions, and provide design and construction drawings to bring this facility into compliance with current ADA and California Title 24 regulations in the following areas:

Parking

Evaluate and modify existing non-compliant curb ramp, which has excessive slope. Evaluate and modify non-compliant accessible parking spaces on Sixth Avenue and or Balboa Drive as required.

Path of Travel

Evaluate and modify existing non-compliant walkways with non-compliant slopes and vertical changes in level and provide an accessible path of travel to the Bridge Club, including compliant signage to identify the accessible route. A compliant ramp, landing and handrails may be needed. Exterior lights are at non-compliant heights and are protrusions into the POT, evaluate and modify landings, and thresholds. All non-compliant door closers shall be adjusted or replaced with compliant hardware, including smooth surface at bottom as required. Interior ramps must be made compliant. Fire extinguishers and non-compliant service countertops must be mounted at a compliant height and not cause an obstruction. Handrails and stair striping shall comply with current accessibility requirements. Protruding objects must be modified and made compliant. Evaluate existing non-compliant interior corridors and modify as

needed to provide a compliant interior path of travel. Evaluate and modify non-compliant Kitchen doorway, counter height, floor slope, mounted amenities, library entrance slope and threshold and Office door clearwidth.

Restrooms

The existing restrooms are non-compliant, with no accessible stalls. Modify them to provide at least one unisex accessible restroom if two separate compliant restrooms cannot be provided.

2.3. Balboa Park Chess/Horseshoe Club.

The site is located in the community of Balboa Park, within Council District 3. See location map, appendix E.

The City of San Diego, Asbestos Lead and Management Program (ALMP) section has performed testing of the facility. See inspection report (Appendix G) for details. Design-Builder shall not include any costs associated with mitigation of Asbestos and Lead materials. If asbestos or lead is discovered, the abatement work will be performed by a separate City contract with work being performed at the beginning of each project. The Design-Builder shall coordinate with the City's Environmental Department.

Verify existing non-compliant conditions, and provide design and construction drawings to bring this facility into compliance with current ADA and California Title 24 regulations in the following areas:

Parking

No compliant accessible parking on Sixth Avenue and on Balboa Drive. Provide compliant level stalls, access aisles, curb ramps and signage as needed.

Path of Travel

Existing damaged walkways are non-compliant. Modifications are needed to provide an accessible path of travel including signage from the parking to the Chess Clubhouse/Horseshoe Clubhouse, and to the horseshoe pits.

Facility

Exit signage is non-compliant, provide compliant signage. All permanent room signage must be compliant. Fire extinguishers and service countertops must be mounted at a compliant height and not cause a protrusion.

Restrooms

The corridor to the women's restroom is non-compliant and needs to be modified.

2.4. Normal Heights Community Center.

The site is located in the community of Normal Heights, within Council District 3. See location map, appendix E.

The City of San Diego, Asbestos Lead and Management Program (ALMP) section has performed testing of the facility. See inspection report (Appendix G) for details. Design-Builder shall not include any costs associated with mitigation of Asbestos and Lead materials. If asbestos or lead is discovered, the abatement work will be performed by a separate City contract with work being performed at the beginning of each project. The Design-Builder shall coordinate with the City's Environmental Department.

Verify existing conditions, provide design and construction drawings to bring this facility into compliance with current ADA and California Building Code Title 24 regulations in the following areas:

Parking

Provide a level and accessible parking space on the street.

Path of Travel

Modifications are needed to provide an accessible path of travel from the street to the accessible building entrance. Directional signage is required. Existing outdoor patio bench needs to be replaced with a compliant one and in a compliant location. The existing ramp shall be replaced with an accessible ramp and with compliant handrails.

Facility

The stage is not accessible and requires the installation of a lift. All exit signage must comply with current accessibility requirements. All permanent rooms must have accessible signage and door hardware. All doors and door closers must be adjusted or replaced with compliant hardware, including smooth push side panels. The main entry door may require an automatic opener if a compliant door closer cannot be supplied. Non-compliant doors and doorways shall be widened. Non-compliant thresholds and landings shall be adjusted as needed. Fire extinguishers and service countertops must be mounted at a compliant height and not cause an obstruction. Drinking fountains must be made compliant-an alcove may be needed. Handrails and stair stripping shall comply with current accessibility requirements. The first floor lobby drop box must be relocated to a compliant location.

Restrooms

Modifications are needed to make all existing Men's and Women's restrooms and their appurtenances accessible.

2.5. Ocean Beach Child Care Center.

The site is located in the community of Ocean Beach, within Council District 2. See location map, appendix E.

The City of San Diego, Asbestos Lead and Management Program (ALMP) section has performed testing of the facility. See inspection report (Appendix G) for details. Design-Builder shall not include any costs associated with mitigation of Asbestos and Lead materials. If asbestos or lead is discovered, the abatement work will be performed by a separate City contract with work being performed at the beginning of each project. The Design-Builder shall coordinate with the City's Environmental Department.

Verify existing conditions, provide design and construction drawings to bring this facility into compliance with current ADA and California Title 24 regulations in the following areas:

Parking

There is no compliant parking. Provide compliant accessible parking and signage for the parking area behind the building or provide compliant accessible parking on the street.

Path of Travel

Modifications are needed to provide an accessible path of travel from accessible parking space to accessible building entrance and to accessible restroom. Directional signage is required.

Facility

Doorways are non-compliant. Doorways need to have compliant widths, landings, thresholds, and maneuvering space. Doors shall be replaced as needed and shall have compliant hardware.

Restrooms & Showers

Modifications are needed to make existing restrooms and their appurtenances accessible, or to create one accessible unisex restroom as required.

2.6. Carmel Mountain Ranch Branch Library.

The site is located in the community of Carmel Mountain Ranch, within Council District 5. See location map, Appendix E.

The City of San Diego, Asbestos Lead and Management Program (ALMP) section has performed testing of the facility and found no suspect or positive materials.

See inspection report (Appendix G) for details. The Design-Builder shall not include any costs associated with mitigation of Asbestos and Lead materials. If Asbestos or Lead is discovered the abatement work will be performed by a separate City contract with work being performed at the beginning of each project. The abatement duration will be approximately 2 weeks. The Design-Builder shall coordinate with the City's Environmental Department.

The Design-Builder shall verify existing non-compliant conditions, and provide design and construction drawings to bring this facility into compliance with current ADA and California Title 24 regulations in the following areas:

Parking

Evaluate existing non-compliant accessible parking spaces. Resurface as needed to provide compliant level stalls, access aisles, and signage.

Path of Travel

Evaluate existing non-compliant pedestrian crossing to parking lot. Evaluate the path of travel from the existing accessible parking to the main entrance of the library. Areas in the path of travel that are greater than 2% slope or have non-compliant vertical offsets shall be designed to current standards.

Facility

Evaluate and modify existing non-compliant exit signage, room signage, doors, door hardware, landings, and thresholds. Evaluate, adjust or replace all non-compliant door closers with compliant hardware, including smooth surface at bottom as required. The main entrance requires automatic door opener. Fire extinguishers and non-compliant service countertops must be mounted at a compliant height and not cause an obstruction. Existing non-compliant drinking fountains must be made accessible. Existing non-compliant community room and staff room doors, doorway, and alarms, must be made compliant. Existing non-compliant kitchen amenities in community room must be made compliant. Evaluate existing book drop-off box and modify if needed.

Restroom

The existing Men's, Women's and unisex restrooms are non-compliant. Modifications are needed to make all existing non-compliant restrooms and their appurtenances accessible. Existing doors, doorways, door hardware, thresholds and accessible stalls are non-compliant and must be made compliant.

2.7. Hourglass Field Comfort Station.

The site is located in the community of Mira Mesa, within Council District 6. See location map, Appendix E.

The City of San Diego, Asbestos Lead and Management Program (ALMP) section has performed testing of the facility and found no suspect or positive materials. See inspection report (Appendix G) for details. The Design-Builder shall not include any costs associated with mitigation of Asbestos and Lead materials. If Asbestos or Lead is discovered the abatement work will be performed by a separate City contract with work being performed at the beginning of each project. The abatement duration will be approximately 2 weeks. The Design-Builder shall coordinate with the City's Environmental Department.

The Design-Builder shall verify existing non-compliant conditions, and provide design and construction drawings to bring this facility into compliance with current ADA and California Title 24 regulations in the following areas:

Parking

Evaluate existing non-compliant accessible parking spaces, curb ramp and signage, and provide compliant level stalls, curb ramp, and signage.

Path of Travel

Provide an accessible path of travel from the accessible parking area to the accessible building entrance. Existing walkways have non-compliant slopes. Areas in the path of travel that are greater than 2% slope shall be designed to current standards. Signage may be required to identify the accessible route. Evaluate and modify existing storm drain grates in front of restrooms to make them compliant. Evaluate and modify seating benches to make compliant.

Restrooms

Modifications are needed to make existing non-compliant Men's & Women's restrooms and their appurtenances accessible, including signage. Existing floor drainage troughs are non-compliant and need grates covering them. Existing non-compliant drinking fountains must be made accessible.

2.8. Ned Baumer Pool/Aquatic Center.

The site is located in the community of Mira Mesa, within Council District 6. See location map, Appendix E.

Based on the building construction age, no Asbestos or Lead test was done. The Design-Builder shall not include any costs associated with mitigation of Asbestos and Lead materials. If Asbestos or Lead is discovered the abatement work will be performed by a separate City contract with work being performed at the beginning of each project. The abatement duration will be approximately 2 weeks. The Design-Builder shall coordinate with the City's Environmental Department.

The Design-Builder shall verify existing non-compliant conditions, and provide design and construction drawings to bring this facility into compliance with current ADA and California Title 24 regulations in the following areas:

Path of Travel

Existing walkways from parking to the main entrance have non-compliant vertical offsets. Modifications are needed to provide an accessible path of travel. Draining Grates in the path of travel and pool deck must be made compliant. Provide accessible route to all the accessible elements inside facility.

Facility

Exit signage is non-compliant, provide compliant signage. All permanent room signage must be compliant. All doors and doorways must have compliant widths, landings, thresholds, opening pressures, and maneuvering space. All doors and door closers must be adjusted or replaced with compliant hardware, including smooth surface at bottom if required. Fire extinguishers and service countertops must be mounted at a compliant height and not cause an obstruction. Existing non-compliant drinking fountains must be made accessible.

Restrooms

Modifications are needed to make existing non-compliant appurtenances in Men's, Women's and unisex restrooms and changing areas accessible, as well as the exterior showers on the pool deck. Existing doors, doorways, door hardware, thresholds and accessible stalls must be made compliant. Evaluate and provide accessible lockers in Men's and Women's locker rooms.

2.9. Police Eastern Traffic Facility.

The site is located in the community of Kearny Mesa, within Council District 7. See location map, Appendix E.

The City of San Diego, Asbestos Lead and Management Program (ALMP) section has performed testing of the facility and found no suspect or positive materials. See inspection report (Appendix G) for details. The Design-Builder shall not include any costs associated with mitigation of Asbestos and Lead materials. If Asbestos or Lead is discovered the abatement work will be performed by a separate City contract with work being performed at the beginning of each project. The abatement duration will be approximately 2 weeks. The Design-Builder shall coordinate with the City's Environmental Department.

The Design-Builder shall verify existing conditions, provide design and construction drawings to bring this facility into compliance with current ADA and California Building Code Title 24 regulations in the following areas:

Parking

Evaluate existing non-compliant accessible parking spaces and provide compliant parking space, including van parking space and signage.

Path of Travel

Existing building ramps and railings at front entry door are non-compliant. Evaluate existing conditions and modify or replace as needed to become compliant (a pre-fab aluminum ramp is preferred). Existing stairway handrails and stair striping shall be modified as needed to comply with current accessibility requirements.

Facility

Install proper signage, adjust closer, and install compliant hardware at front entrance. Automatic door opener is required at front entrance. The drinking fountain is a protruding object, is not located within an alcove, and protrudes more than 4". Provide a compliant high-low unit within an alcove or remove drinking fountain.

Restrooms

The men's and women's restroom in the front lobby have non-compliant elements. Modify as needed to provide compliant restrooms.

2.10. Standley Handball Court.

The site is located in the community of University City, within Council District 1. See location map, Appendix E.

Based on the building construction age, no Asbestos or Lead test was done. The Design-Builder shall not include any costs associated with mitigation of Asbestos and Lead materials. If Asbestos or Lead is discovered the abatement work will be performed by a separate City contract with work being performed at the beginning of each project. The abatement duration will be approximately 2 weeks. The Design-Builder shall coordinate with the City's Environmental Department.

There will be summer concerts commencing middle of June through end of August mostly on Sunday evenings and occasionally on Friday or Saturday evenings. The Design-Builder shall coordinate with Park and Recreation Department to ensure no conflict with scheduled concerts.

The Design-Builder shall verify existing conditions, provide design and construction drawings to bring this facility into compliance with current ADA and California Title 24 regulations in the following areas:

Parking

Evaluate existing accessible parking spaces and provide compliant parking spaces and striping.

Path of Travel

Evaluate drainage gratings & railings in the accessible route and modify as needed. Evaluate slopes of existing walkways and provide compliant path of travel.

Facility

Signage for accessible entrances is required. Doorways have less than the required clearance and must be widened. Compliant doors and hardware shall be provided. Drinking fountains must be made accessible.

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

3.1. 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) may render the Bid as **non-responsive** and ineligible for award.

3.2. The City has determined that the following licensing classifications are required for this contract:

Option	Classifications
1	CLASS A
2	CLASS B

3.1. The Bidder shall satisfy the licensing requirement by meeting **at least** one of the listed options.

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ATTACHMENT D
PREVAILING WAGES

PREVAILING WAGES

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

- 1.3. Payroll Records.** Contractor and its subcontractors shall comply with California Labor Code section 1776, which generally requires keeping accurate payroll records, verifying and certifying payroll records, and making them available for inspection. Contractor shall require its subcontractors to also comply with section 1776. Contractor and its subcontractors shall submit weekly certified payroll records online via the City's web-based Labor Compliance Program. Contractor is responsible for ensuring its subcontractors submit certified payroll records to the City.
- 1.3.1.** For contracts entered into on or after April 1, 2015, Contractor and their subcontractors shall furnish records specified in Labor Code section 1776 directly to the Labor Commissioner in the manner required by Labor Code section 1771.4.
- 1.4. Apprentices.** Contractor and its subcontractors shall comply with California Labor Code sections 1777.5, 1777.6 and 1777.7 concerning the employment and wages of apprentices. Contractor is held responsible for the compliance of their subcontractors with sections 1777.5, 1777.6 and 1777.7.
- 1.5. Working Hours.** Contractor and their subcontractors shall comply with California Labor Code sections 1810 through 1815, including but not limited to: (i) restrict working hours on public works contracts to eight hours a day and forty hours a week, unless all hours worked in excess of 8 hours per day are compensated at not less than 1½ times the basic rate of pay; and (ii) specify penalties to be imposed on design professionals and subcontractors of \$25 per worker per day for each day the worker works more than 8 hours per day and 40 hours per week in violation of California Labor Code sections 1810 through 1815.
- 1.6. Required Provisions for Subcontracts.** Contractor shall include at a minimum a copy of the following provisions in any contract they enter into with a subcontractor: California Labor Code sections 1771, 1771.1, 1775, 1776, 1777.5, 1810, 1813, 1815, 1860 and 1861.
- 1.7. Labor Code Section 1861 Certification.** Contractor in accordance with California Labor Code section 3700 is required to secure the payment of compensation of its employees and by signing this Contract, Contractor certifies that "I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract."
- 1.8. Labor Compliance Program.** The City has its own Labor Compliance Program authorized in August 2011 by the DIR. The City will withhold contract payments when payroll records are delinquent or deemed inadequate by the City or other governmental entity, or it has been established after an investigation by the City or other governmental entity that underpayment(s) have occurred. For questions or assistance, please contact the City of San Diego's Equal Opportunity Contracting Department at 619-236-6000.
- 1.9. Contractor and Subcontractor Registration Requirements.** This project is subject to compliance monitoring and enforcement by the DIR. As of March 1, 2015, no contractor or subcontractor may be listed on a bid or proposal for a public works project unless registered with the DIR pursuant to Labor Code section 1725.5. As of April 1, 2015, a

contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, or enter into any contract for public work, unless currently registered and qualified to perform public work pursuant to Labor Code section 1725.5. By submitting a bid or proposal to the City, Contractor is certifying that he or she has verified that all subcontractors used on this public work project are registered with the DIR in compliance with Labor Code sections 1771.1 and 1725.5, and Contractor shall provide proof of registration to the City upon request.

- 1.9.1.** A Contractor's inadvertent error in listing a subcontractor who is not registered pursuant to Labor Code section 1725.5 in response to a solicitation shall not be grounds for filing a bid protest or grounds for considering the bid non-responsive provided that any of the following apply: (1) the subcontractor is registered prior to bid opening; (2) within twenty-four hours after the bid opening, the subcontractor is registered and has paid the penalty registration fee specified in Labor Code section 1725.5; or (3) the subcontractor is replaced by another registered subcontractor pursuant to Public Contract Code section 4107.

ATTACHMENT E
SUPPLEMENTARY SPECIAL PROVISIONS

SUPPLEMENTARY SPECIAL PROVISIONS

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

1. The **2015 Edition** of the Standard Specifications for Public Works Construction (The "GREENBOOK") currently in effect.
2. The **2015 Edition** of the City of San Diego Standard Specifications for Public Works Construction (The "WHITEBOOK"), addressed as the "City Supplement" herein, including the following:
 - a) General Provisions (A) for all Contracts.
 - b) General Provisions (C) for Design-Build Contracts.

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

- 1-2 TERMS AND DEFINITIONS.** To the City Supplement, item 54, "Normal Working Hours", ADD the following:

The **Normal Working Hours** are 7:30 AM to 5:00 PM.

SECTION 2 - SCOPE AND CONTROL OF WORK

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

1. You shall perform, with your own organization, Contract Work amounting to at least 30% of the base Bid.
2. The self-performance percentage requirement will be waived for Prime Contractors meeting the Class B License requirement of this Contract.

- 2-5.3.4 Supporting Information.** To the City Supplement, ADD the following:

3. For landscaping and irrigation materials, submit samples and test results to the Engineer within 15 Days of the NTP.

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

1. Prior to the start of design, you shall submit a letter to the Engineer identifying the Licensed Land Surveyor or the Registered Civil Engineer authorized to practice land surveying within the State of California that will be performing the design phase survey services for the Project.
2. Prior to the start of construction, you shall submit a letter to the Engineer identifying the Licensed Land Surveyor or the Registered Civil Engineer

authorized to practice land surveying within the State of California that will be performing the construction phase survey services for the Project.

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

2-9.2.1

Survey Files.

1. All Computer Aided Drafting (CAD) Work shall be done in accordance with the City of San Diego's Citywide Computer Aided Design and Drafting (CADD) Standards and shall be in City seed files (.job, .txt, .dgn, .alg, .raw, .fwd, .dtm, .pdf, .docx, .xlsx, .tif, and .jpg).
2. All survey files shall be completed in accordance with the City of San Diego's Citywide CADD Standards and shall adhere to the City's Microstation level and attribute structure.
3. The survey file deliverable will be either one Master .dgn file containing all xref's in geospatially referenced (and attached) models or one Master dgn with all xref's geospatially referenced (and attached) as dgn files. Resource files may be sent to you if requested.
4. Survey files shall include, but shall not be limited to, the following items:
 - a) Street center line and (record width) right-of-way lines.
 - b) Project geometry (.alg) files (this will be generated for use in InRoads).
 - c) 3D surface model (.dtm, break line and spot elevation) file.
 - d) Spot elevations of the new utility main at each intersection, midblocks, and for any change in grade.
 - e) Monuments.
 - f) Curb lines (top curb and gutter).

- g) All other appurtenances including but not limited to water valves, meters, vaults, manholes, fire hydrants, utility boxes, cleanouts, and poles.
5. You shall use the survey information to produce red-lines drawings as described in Section 2-5.4 "Red-lines and Record Documents."

2-9.2.2 Submittal.

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

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

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

2-9.2.3 Payment.

1. The payment for survey services Work shall be paid on a lump sum basis and included in the Bid item "Engineering and Design Services" for each site.

2-16 CONTRACTOR REGISTRATION AND ELECTRONIC REPORTING SYSTEM. To the City Supplement, item 1, DELETE in its entirety.

SECTION 4 - CONTROL OF MATERIALS

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

All inspection shall be paid for by the Design-Builder.

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

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

4-1.6 Trade Names or Equals. To the City Supplement, ADD the following:

12. You shall submit your list of proposed substitutions for an "equal" item **no later than 30 Working Days after issue of NTP** and on the City's Product Submittal Form available at:

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

SECTION 5 - UTILITIES

5-2 PROTECTION. To the City Supplement, item 2, ADD the following:

- g) Refer to Appendix "H" for more information on the protection of AMI devices.

SECTION 6 - PROSECUTION, PROGRESS AND ACCEPTANCE OF WORK

6-1.1 Construction Schedule. To item 20, ADD the following:

The 90 Calendar Day for the Plant Establishment Period is included in the stipulated Contract Time.

ADD:

6-3.2.1.1 Environmental Document.

1. The City of San Diego of the Development Services Department has prepared a Notice of Exemption for **ADA Accessibility Modifications Group I and ADA Group II**, as referenced in the Contract Appendix. You shall comply with all requirements of the Notice of Exemption as set forth in Contract Appendix A.
2. Compliance with the City's environmental document shall be included in the Contract Price.

SECTION 7 - RESPONSIBILITIES OF THE CONTRACTOR

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

7-3 INSURANCE.

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

7-3.1 Policies and Procedures.

1. You shall procure the insurance described below, at its sole cost and expense, to provide coverage against claims for loss including injuries to persons or damage to property, which may arise out of or in connection

with the performance of the Work by you, your agents, representatives, officers, employees or Subcontractors.

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

7-3.2 Types of Insurance.

7-3.2.1 Commercial General Liability Insurance.

1. Commercial General Liability Insurance shall be written on the current version of the ISO Occurrence form CG 00 01 07 98 or an equivalent form providing coverage at least as broad.
2. The policy shall cover liability arising from premises and operations, XCU (explosions, underground, and collapse), independent contractors, products/completed operations, personal injury and advertising injury, bodily injury, property damage, and liability assumed under an insured's contract (including the tort liability of another assumed in a business contract).
3. There shall be no endorsement or modification limiting the scope of coverage for either "insured vs. insured" claims or contractual liability. You shall maintain the same or equivalent insurance for at least 10 years following completion of the Work.
4. All costs of defense shall be outside the policy limits. Policy coverage shall be in liability limits of not less than the following:

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

7-3.2.2 Commercial Automobile Liability Insurance.

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

7-3.3 Rating Requirements. Except for the State Compensation Insurance Fund, all insurance required by this Contract as described herein shall be carried only by responsible insurance companies with a rating of, or equivalent to, at least "A-, VI" by A.M. Best Company, that are authorized by the California Insurance Commissioner to do business in the State, and that have been approved by the City.

7-3.3.1 Non-Admitted Carriers. The City will accept insurance provided by non-admitted, "surplus lines" carriers only if the carrier is authorized to do business in the State and is included on the List of Approved Surplus Lines Insurers (LASLI list).

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

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

7-3.5 Policy Endorsements.

7-3.5.1 Commercial General Liability Insurance.

7-3.5.1.1 Additional Insured.

1. You shall provide at your expense policy endorsement written on the current version of the ISO Occurrence form CG 20 10 11 85 or an equivalent form providing coverage at least as broad.

2. To the fullest extent allowed by law e.g., California Insurance Code §11580.04, the policy shall be endorsed to include the City and its respective elected officials, officers, employees, agents, and representatives as additional insured.
3. The additional insured coverage for projects for which the Engineer's Estimate is \$1,000,000 or more shall include liability arising out of:
 - a) Ongoing operations performed by you or on your behalf,
 - b) your products,
 - c) your Work, e.g., your completed operations performed by you or on your behalf, or
 - d) premises owned, leased, controlled, or used by you.
4. The additional insured coverage for projects for which the Engineer's Estimate is less than \$1,000,000 shall include liability arising out of:
 - a) Ongoing operations performed by you or on your behalf,
 - b) your products, or
 - c) premises owned, leased, controlled, or used by you.

7-3.5.1.2 Primary and Non-Contributory Coverage. The policy shall be endorsed to provide that the coverage with respect to operations, including the completed operations, if appropriate, of the Named Insured is primary to any insurance or self-insurance of the City and its elected officials, officers, employees, agents and representatives. Further, it shall provide that any insurance maintained by the City and its elected officials, officers, employees, agents and representatives shall be in excess of your insurance and shall not contribute to it.

7-3.5.1.3 Project General Aggregate Limit. The policy or policies shall be endorsed to provide a Designated Construction Project General Aggregate Limit that will apply only to the Work. Only claims payments which arise from the Work shall reduce the Designated Construction Project General Aggregate Limit. The Designated Construction Project General Aggregate Limit shall be in addition to the aggregate limit provided for the products-completed operations hazard.

7-3.5.2 Commercial Automobile Liability Insurance.

7-3.5.2.1 Additional Insured. Unless the policy or policies of Commercial Auto Liability Insurance are written on an ISO form CA 00 01 12 90 or a later version of this form or equivalent form providing coverage at least as broad, the policy shall be endorsed to include the City and its respective elected officials, officers, employees, agents, and representatives as additional insured, with respect to liability arising out of automobiles owned, leased, hired or borrowed by you or on your behalf. This endorsement is limited to the obligations permitted by California Insurance Code §11580.04.

- 7-3.6 Deductibles and Self-Insured Retentions.** You shall pay for all deductibles and self-insured retentions. You shall disclose deductibles and self-insured retentions to the City at the time the evidence of insurance is provided.
- 7-3.7 Reservation of Rights.** The City reserves the right, from time to time, to review your insurance coverage, limits, deductibles and self-insured retentions to determine if they are acceptable to the City. The City will reimburse you, without overhead, profit, or any other markup, for the cost of additional premium for any coverage requested by the Engineer but not required by this Contract.
- 7-3.8 Notice of Changes to Insurance.** You shall notify the City 30 Days prior to any material change to the policies of insurance provided under this Contract.
- 7-3.9 Excess Insurance.** Policies providing excess coverage shall follow the form of the primary policy or policies e.g., all endorsements.
- 7-3.10 Architects and Engineers Professional Insurance (Errors and Omissions Insurance).**
1. For Contracts with required engineering services (e.g., Design-Build, preparation of engineered Traffic Control Plans (TCP), and etc) by you, you shall keep or require all of your employees or Subcontractors, who provide professional engineering services under this contract, Professional Liability coverage with a limit of **\$1,000,000** per claim and **\$2,000,000** annual aggregate in full force and effect.
 2. You shall ensure the following:
 - a) The policy retroactive date is on or before the date of commencement of the Project.
 - b) The policy will be maintained in force for a period of 3 years after completion of the Project or termination of this Contract, whichever occurs last. You agree that for the time period specified above, there will be no changes or endorsements to the policy that affect the specified coverage.
 3. If professional engineering services are to be provided solely by the Subcontractor, you shall:
 - a) Certify this to the City in writing and
 - b) Agree in writing to require the Subcontractor to procure Professional Liability coverage in accordance with the requirements set forth above.
- 7-4 NOT USED.** DELETE in its entirety and SUBSTITUTE with the following:

7-4

WORKERS' COMPENSATION INSURANCE AND EMPLOYERS LIABILITY INSURANCE.

1. In accordance with the provisions of §3700 of the California Labor Code, you shall provide at your expense Workers' Compensation Insurance and Employers Liability Insurance to protect you against all claims under applicable state workers compensation laws. The City, its elected officials, and employees will not be responsible for any claims in law or equity occasioned by your failure to comply with the requirements of this section.
2. Limits for this insurance shall be not less than the following:

<u>Workers' Compensation</u>	<u>Statutory Employers Liability</u>
Bodily Injury by Accident	\$1,000,000 each accident
Bodily Injury by Disease	\$1,000,000 each employee
Bodily Injury by Disease	\$1,000,000 policy limit
3. By signing and returning the Contract you certify that you are aware of the provisions of §3700 of the Labor Code which requires every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code and you shall comply with such provisions before commencing the Work as required by §1861 of the California Labor Code.

7-4.1

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

7-8.6

Water Pollution Control. To the City Supplement, ADD the following:

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

ADD:

7-16.1.3

Weekly Updates Recipients.

1. Submit a weekly correspondence with updates, traffic control issues and locations, lane closures, and any other pertinent information (with additional contact names given during award process) to the following recipients:

Nikki Lewis, Senior Civil Engineer, NLewis@sandiego.gov

Edgar Lozano, Project Manager, ELozano@sandiego.gov

Resident Engineer, to be determined.

7-16.3

Exclusive Community Liaison Services. To the City Supplement, ADD the following:

2. You shall retain an Exclusive Community Liaison for the Project that shall implement Work in accordance with the specifications described in 7-

16.2 "Community Outreach Services" and 7-16.3 "Exclusive Community Liaison Services".

7-20 ELECTRONIC COMMUNICATION. To the City Supplement, ADD the following:

2. Virtual Project Manager shall be used on this Contract.

7-21 General. To the City Supplement, item 3, DELETE in its entirety and SUBSTITUTE with the following:

3. During the construction phase of projects, the minimum waste management reduction goal is 90% of the inert material (a material not subject to decomposition such as concrete, asphalt, brick, rock, block, dirt, metal, glass, and etc.) and 65% of the remaining project waste. You shall provide appropriate documentation, including a Waste Management Form attached as an appendix, and evidence of recycling and reuse of materials to meet the waste reduction goals specified.

7-21.6 Special Project Conditions. To the City Supplement, item 1, DELETE in its entirety and SUBSTITUTE with the following:

1. When removal of sediments and debris from channels and storm drains are required, you shall make a preliminary estimate of the materials that can be diverted to beneficial use. Receipts from disposal, re-use, and recycling options shall indicate that 65% of materials are diverted.

SECTION 9 - MEASUREMENT AND PAYMENT

9-3.2 Partial and Final Payment. To Paragraph (3), DELETE in its entirety and SUBSTITUTE with the following:

Upon commencement of the Work, an escrow account shall be established in a financial institution chosen by you and approved by the City. Documentation for an escrow payment shall have an escrow agreement signed by you, the City, and the escrow agent. From each progress payment, no less than 5% will be deducted and deposited by the City into the escrow account. Upon completion of the Contract, the City will notify the Escrow agent in writing to release the funds to you. Only the designated representative of the City shall sign the request for the release of Escrow funds.

ADD:

9-3.7 Compensation Adjustments for Price Index Fluctuations. To the City Supplement ADD the following:

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

SECTION 10 – GREEN BUILDINGS AND STORM WATER MANAGEMENT

ADD:

10-3

STORM WATER MANAGEMENT DISCHARGE CONTROL.

1. You shall comply with Chapter 4, Article 3, Division 3 of the San Diego Municipal Code, Storm Water Management and Discharge Control, Municipal Storm Water Permit (MS4), California Regional Water Quality Control Board Order No. R9-2013-0001 (amended by R9-2015-0001 and R9-2015-0100), Storm Water Standards Manual, as amended from time to time, and any and all Best Management Practice (BMP) guidelines and pollution elimination requirements as may be established by the Enforcement Official. You warrant and certify that any and all Plans, reports, and specifications prepared for the City in accordance with this agreement shall meet all requirements of the San Diego Municipal Code and Storm Water Standards Manual. You understand that while the City will be reviewing your designs for storm water permit compliance prior to acceptance of Design-Builder's designs, you shall also understand and agree that the City's Storm Water review process and its acceptance of your designs in no way limits the your obligations under this agreement to prepare designs that comply with all requirements of the San Diego Municipal Code and MS4 Permit.
2. You shall complete and update the Storm Water Applicability Checklist (DS-560) to confirm the project's appropriate storm water requirements. For all applicable projects, and to the maximum extent practicable, you shall incorporate and include Source Control and Low Impact Development (LID) design features or Site Design BMPs on the construction plans. Additionally, for Priority Development projects, you shall prepare a Storm Water Quality Management Plan (SWQMP) in accordance with the requirements of the Storm Water Standards Manual. You shall prepare a SWQMP Drainage Management Area Map showing all LID site design, source control and treatment control BMPs, hydromodification management plan facilities, and tabulated calculations. Include sufficient details and cross sections for construction. The Drainage Management Area Map shall be included as part of the construction Plans in addition to the Storm Water Infrastructure cover sheet. A template of the Storm Water Infrastructure cover sheet will be provided by the City.
3. You shall attend the Pre-construction meeting. If applicable, you shall inspect and confirm that the permanent BMP was installed in accordance with the details on the Plans and that the permanent BMP functions meet the requirements of the MS4 Permit. Upon notification by the Engineer, the Design-Builder Engineer of Work shall sign and stamp the Permanent BMP Self Certification on the Plans or the Permanent BMP Self Certification Form (DS-563) prior to final acceptance by the City.

4. For projects requiring soil-disturbance Work such as geotechnical borings, street coring, and potholing as component of the design, you shall complete a Minor Water Pollution Control Plan (DS-570), if applicable.

SECTION 203 - BITUMINOUS MATERIALS

203-3.4.4 RUBBER POLYMER MODIFIED SLURRY (RPMS). To the City Supplement, ADD the following:

1. RPMS shall be used on this Contract.

SECTION 304 - METAL FABRICATION AND CONSTRUCTION

304-5 PAYMENT. To the City Supplement, REVISE section "304-5" to "304-6".

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

601-2.1.2 Engineered Traffic Control Plans (TCP). ADD the following:

6. Provide Engineered TCP (2 foot x 3 foot size) as required for all sites.

SECTION 700 - MATERIALS

700-9.1 Pedestrian Barricade. To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

1. Pedestrian barricades shall be constructed in accordance with the City of San Diego Standard Drawing SDE-103, "Pedestrian Barricade".
2. Curb ramp barricades shall be constructed in accordance with the City of San Diego Standard Drawing SDG-140, "Curb Ramp Barricade".
3. Assembly shall be commercial quality galvanized material.

SECTION 701 - CONSTRUCTION

701-2 PAYMENT. To the City Supplement, ADD the following:

19. The payment for Pedestrian Barricades shall be included in the Contract Price.
20. The payment for Curb Ramp Barricades shall be included in the Contract Price.

SECTION 800 - MATERIALS

800-1.2.4 Organic Soil Amendment. ADD the following:

Type 4 organic soil amendment (compost) shall be derived from Green Material (yard waste and/or food waste) that is composted in accordance with California Code of Regulations, Title 14, Chapter 3 Article 7, 17868.3 (15 Day Process to Further Reduce Pathogens and kill weed and other seeds). Incorporated into the soil, compost improves soil texture; increases both nutrient and water holding capacity; and reduces the need for commercial fertilizer. Where applicable, Organic Soil Amendment can qualify as a component of LEED certification.

Type 4 organic soil amendment shall come from a compost facility that tests its compost on a quarterly basis and meets the requirements listed in Table 212-1.2.4 (B). You shall provide a copy of the most recent quarterly test results and a current representative sample of the compost to be used on the project to the City prior to approval and the compost being used.

The City of San Diego's Miramar Greenery produces Type 4 organic soil amendment (compost) and complies with the U.S. Composting Council's Seal of Testing Assurance Program. The Miramar Greenery is located within the City's Miramar Landfill at State Hwy. 52 and Convoy St. in San Diego.

<http://www.sandiego.gov/environmental-services/miramar/greenery/>

Table 212-1.2.4 (B)

Test Criteria	Acceptable Range	Unit of Measure	TMCC Test Method
pH	6.0 - 8.0		04.11-A 1:5 Slurry pH
Soluble salts	0 - 10	dS/m (mmhos/cm)	04.10-A 1:5 Slurry Method
Organic Matter	30 - 75%	% dry weight basis	05.07-A Loss-on-ignition Organic Matter Method (LOI)
Stability	≤ 8	mg CO ₂ /g OM/day	05.08-B carbon Dioxide Evolution Rate
Maturity	> 80% emergence	average % of control	05.05-A Germination and

Test Criteria	Acceptable Range	Unit of Measure	TMCC Test Method
			vigor
Pathogens			
Fecal coliform	Pass	Pass/Fail per U.S. EPA Class A standard, 40CFR 503.32(a)	07.01-B Fecal coliforms
Salmonella	Pass	Pass/Fail per U.S. EPA Class A standard, 40CFR 503.32(a)	07.02 Salmonella
Heavy Metal	Pass	Pass/Fail per U.S. EPA Class A standard, 40CFR 503.13(a) Tables 1 and 3.	04.06-Heavy Metals standards, and Hazardous Elements.
Particle Size	≥ 90%	% dry weight passing through 11mm	02.02-B Sample Sieving for Aggregate Size Classification

800-1.2.5 Mulch. To the City Supplement, item 3, subsection "I", ADD the following:

Type 9 Mulch shall be 2 or 4 inches maximum in size.

**EQUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP)
SECTION A - GENERAL REQUIREMENTS**

4.1 Nondiscrimination in Contracting Ordinance. To the City Supplement, subsection 4.1.1, paragraph (2), sentence (1), DELETE in its entirety and SUBSTITUTE with the following:

You shall not discriminate on the basis of race, gender, gender expression, gender identity, religion, national origin, ethnicity, sexual orientation, age, or disability in the solicitation, selection, hiring, or treatment of subcontractors, vendors, or suppliers.

END OF SUPPLEMENTARY SPECIAL PROVISIONS (SSP)

SUPPLEMENTARY SPECIAL PROVISIONS

APPENDICES

APPENDIX A
NOTICES OF EXEMPTION

NOTICE OF EXEMPTION

(Check one or both)

TO: Recorder/County Clerk
P.O. Box 1750, MS A-33
1600 Pacific Hwy, Room 260
San Diego, CA 92101-2400

FROM: City of San Diego
Development Services Department
1222 First Avenue, MS 501
San Diego, CA 92101

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

Project No.: **B-15222.02.06**

Project Title: **ADA Accessibility Modifications Group I**

Project Location-Specific: The project is located at the following five (5) separate locations in the City of San Diego within the communities of Peninsula, Mid-City, Tierrasanta and Balboa Park (Council Districts 2, 3, 7);

Tierrasanta Community Park and Rec. Center: 11220 Clairemont Mesa Blvd., San Diego, CA 92124

Balboa Park (Redwood) Bridge Club: 3111 Sixth Avenue, San Diego, CA 92103

Balboa Park Horseshoe Club: 2225 Sixth Avenue, San Diego, CA 92101

Normal Heights Community Center: 4649 Hawley Boulevard, San Diego, CA 92116

Ocean Beach Child Care Center: 2041 Chatsworth Boulevard, San Diego, CA 92107

Description of nature and purpose of the Project: The Project scope of work includes upgrading the above 5 facilities to meet ADA compliance for disabled parking, paths of travel, facilities, and/or restrooms, as further described below.

Tierrasanta Community Park and Rec. Center (Hexagon Building):

Provide ADA accessible parking and access aisles, modify the path of travel from existing accessible parking and access aisle to the main entrance of the Recreation Center, provide an ADA access ramp at the southwest location of the building, and remove two existing bathrooms and rebuild a single ADA compliant unisex restroom with accessible appurtenances.

Balboa Park Bridge Club:

Provide one (1) new ADA accessible parking space and modify a curb ramp; modify walkways and provide ADA accessible path to the Bridge Club, including appropriate signage; provide an ADA ramp, landing and handrails, if determined necessary; modify lighting, install compliant exit signage and modify the Club's doors and doorways; modify interior ramps; redesign and/or relocate fire extinguishers and service countertops; modify interior stairs with compliant railings and stair striping; modify club kitchen, library and office floor entrance slopes, thresholds and clearance widths accordingly; and provide one unisex accessible restroom or two separate ADA accessible restrooms.

Balboa Park Horseshoe Club:

Provide one (1) designated ADA parking space and signage, and modify parking stalls, curb ramps, and access aisles; repair and redesign damaged walkways to the Chess Clubhouse, Horseshoe clubhouse and horseshoe pits; provide appropriate signage and modify drinking fountains for ADA accessibility, provide appropriate signage and modify doors and doorways; redesign and/or relocate the location of fire extinguishers, service countertops, sinks, faucets and drinking fountains and prevent obstruction of movement; and modify all men's and women's restrooms to make their appurtenances accessible.

Normal Heights Community Center:

Provide an ADA accessible parking space; modify the path of travel from the existing parking and access aisle to the building entrance, including appropriate signage; modify exterior stairs with railings and stair striping; modify existing guard wall; install a lift to make the Center's stage ADA accessible; install appropriate signage in permanent rooms; modify doors and doorways to ADA standards; modify interior stairs with compliant railings and stair striping; redesign/relocate fire extinguishers, service countertops, drinking fountains and the lobby box; and modify all men's and women's restrooms to make their appurtenances accessible.

Ocean Beach Child Care Center:

Provide ADA accessible parking and signage for the parking area behind the building or on the frontage street and an accessible path of travel from an accessible parking space to an accessible building entrance, including appropriate signage; modify the Center's doors and doorways to have compliant widths, landings, thresholds and maneuvering space; and modify existing restrooms to make them ADA accessible and/or create one accessible unisex restroom.

Name of Public Agency Approving Project: City of San Diego

Name of Person or Agency Carrying Out Project: City of San Diego Public Works Department
Michael Ramirez, Project Manager
525 B Street, Suite 750, San Diego, CA 92101
619.533.4111

Exempt Status: (CHECK ONE)

- Ministerial (Sec. 21080(b)(1); 15268);
- Categorical Exemption: Sec.15301 (Existing Facilities) and 15302 (Replacement or Reconstruction)
- Statutory Exemptions:

REASONS WHY PROJECT IS EXEMPT: The City of San Diego conducted an environmental review and determined the project meets the categorical exemption criteria set forth in the CEQA State Guidelines §15301 (EXISTING FACILITIES), which allows for operation, maintenance, repair and minor alteration of facilities, involving negligible or no expansion of use; §15302 (REPLACEMENT OR RECONSTRUCTION), which allows for replacement or reconstruction of existing structures and facilities where the new structure will be located on the same site as the structure replaced and will have substantially the same purpose as the structure replaced; and does not trigger any of the exceptions to categorical exemptions found in CEQA Guidelines §15300.2.

Lead Agency Contact Person: Mark Berlin, Associate Planner Telephone: (619) 533-6678

If filed by applicant:

- 1. Attach certified document of exemption finding.
- 2. Has a notice of exemption been filed by the public agency approving the project? Yes No

It is hereby certified that the City of San Diego has determined the above activity to be exempt from CEQA



Carrie Purcell, Principal Planner

8/16/16

Date

Check One:

- Signed By Lead Agency
- Signed by Applicant

Date Received for Filing with County Clerk or OPR:

Revised 010410mjh

NOTICE OF EXEMPTION

(Check one or both)

TO: Recorder/County Clerk
P.O. Box 1750, MS A-33
1600 Pacific Hwy, Room 260
San Diego, CA 92101-2400

FROM: City of San Diego
Development Services Department
1222 First Avenue, MS 501
San Diego, CA 92101

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

Project No.: **B-15229.02.06**

Project Title: **ADA Group II**

Project Location-Specific: The project is located at the following five (5) separate locations in the City of San Diego within the communities of University City, Kearney Mesa, Carmel Mountain Ranch and Mira Mesa (Council Districts 1, 5, 6, 7);

Carmel Mountain Ranch Library: 12095 World Trade Drive, San Diego, CA 92128

Hourglass Community Park Comfort Station: 9490 Gold Coast Drive, San Diego, CA 92126

Ned Baumer Pool / Aquatic Center: 10440 Black Mountain Road, San Diego, CA 92126

SD Police Eastern Department Traffic Facility: 8912 Aero Drive, San Diego, CA 92123

Standley Park and Recreational Center Courts: 3585 Governor Drive, San Diego, CA 92122

Description of nature and purpose of the Project: The Project scope of work includes upgrading the above 5 facilities to meet ADA compliance for disabled parking, paths of travel, facilities, and/or restrooms, as further described below.

Carmel Mountain Ranch Library:

Parking – Resurface the pedestrian crossing to the parking lot, accessible parking spaces and curb ramps, level stalls, wheel stop, access aisles, striping, curb ramps and signage.

Path of Travel – Modify the existing concrete sidewalk to the building entrance and provide appropriate signage.

Facility – Install compliant exit signage provided for accessible entrances; modify doors, doorways, room and kitchen amenities; and replace drinking fountains.

Restroom – Modify men's, women's, and unisex restrooms to make their appurtenances accessible.

Hourglass Community Park Comfort Station:

Parking – Existing AC paving resurfaced to provide ADA accessible parking with compliant striping and signage.

Path of Travel - A new ADA compliant ramp installed to connect parking to the existing sidewalk. Ornamental landscaping/irrigation will need to be removed/relocated.

Restrooms – Modify men's, women's, and unisex restrooms to make their appurtenances accessible, and replace drinking fountains.

Ned Baumer Pool / Aquatic Center:

Path of Travel – Replace existing concrete walkways, as well as modify the grates at the pool deck.

Facilities – Install compliant exit signage, modify all doors and doorways, and replace drinking fountains.

Restrooms - Modify men's, women's, and unisex restrooms to make their appurtenances accessible. Modify existing exterior showers on the pool deck. Remount the fire extinguishers at an ADA-compliant height.

SD Police Eastern Dept. Traffic Facility:

Parking – Modify existing ADA accessible parking space and signage in the parking lot to provide compliant signage and van parking.

Revised 010410mjh

Path of Travel – Replace existing non-compliant building ramps and railings at the front door, modify existing stairway handrails, and add striping to stair treads.
Facilities – Proper ISA signage and ADA-compliant door to be installed at front building entrance.
Restrooms – Modify men’s and women’s restrooms at the front lobby to make their appurtenances accessible.

Standley Park and Recreational Center Courts:

Parking – Modify an existing parking space to provide compliant parking slope and striping.
Path of Travel – Replace the existing curb ramp and concrete sidewalk.
Facility – Install compliant signage for accessible entrances, and modify all doors and doorways.

Name of Public Agency Approving Project: City of San Diego

Name of Person or Agency Carrying Out Project: City of San Diego Public Works Department
Edgar Lozano, Project Manager
525 B Street, Suite 750
San Diego, CA 92101
619.533.6613

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))
- Categorical Exemption: Sec.15301(c) [Existing Facilities] and 15302(c) [Replacement or Reconstruction]
- Statutory Exemptions:

REASONS WHY PROJECT IS EXEMPT: The City of San Diego conducted an environmental review and determined the project meets the categorical exemption criteria set forth in the CEQA State Guidelines §15301(c) [EXISTING FACILITIES] which allows for minor alteration of facilities, involving negligible or no expansion of use, and §15302(c) [REPLACEMENT OR RECONSTRUCTION] which allows for reconstruction of existing facilities, involving negligible or no expansion of capacity; and does not trigger any of the exceptions to categorical exemptions found in CEQA Guidelines §15300.2.

Lead Agency Contact Person: James Arnhart, Senior Planner Telephone: (619) 533-5275

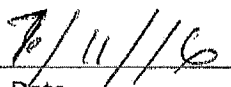
If filed by applicant:

1. Attach certified document of exemption finding.
2. Has a notice of exemption been filed by the public agency approving the project? Yes No

It is hereby certified that the City of San Diego has determined the above activity to be exempt from CEQA



Carrie Purcell, Principal Planner



Date

Check One:

- Signed By Lead Agency
- Signed by Applicant

Date Received for Filing with County Clerk or OPR:

APPENDIX B
FIRE HYDRANT METER PROGRAM

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

1. **PURPOSE**

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

2. **AUTHORITY**

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

Reference

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

3. **DEFINITIONS**

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

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- 3.2 **Temporary Water Use:** Water provided to the customer for no longer than twelve (12) months.
- 3.3 **Backflow Preventor:** A Reduced Pressure Principal Assembly connected to the outlet side of a Fire Hydrant Meter.

4. **POLICY**

- 4.1 The Water Department shall collect a deposit from every customer requiring a fire hydrant meter and appurtenances prior to providing the meter and appurtenances (see Section 7.1 regarding the Fees and Deposit Schedule). The deposit is refundable upon the termination of use and return of equipment and appurtenances in good working condition.
- 4.2 Fire hydrant meters will have a 2 ½" swivel connection between the meter and fire hydrant. The meter shall not be connected to the 4" port on the hydrant. All Fire Hydrant Meters issued shall have a Reduced Pressure Principle Assembly (RP) as part of the installation. Spanner wrenches are the only tool allowed to turn on water at the fire hydrant.
- 4.3 The use of private hydrant meters on City hydrants is prohibited, with exceptions as noted below. All private fire hydrant meters are to be phased out of the City of San Diego. All customers who wish to continue to use their own fire hydrant meters must adhere to the following conditions:
 - a. Meters shall meet all City specifications and American Water Works Association (AWWA) standards.
 - b. Customers currently using private fire hydrant meters in the City of San Diego water system will be allowed to continue using the meter under the following conditions:
 - 1. The customer must submit a current certificate of accuracy and calibration results for private meters and private backflows annually to the City of San Diego, Water Department, Meter Shop.

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

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11. When a private meter malfunctions, the customer will be notified and the meter will be removed by the City and returned to the customer for repairs. Testing and calibration results shall be given to the City prior to any re-installation.
12. The register shall be hermetically sealed straight reading and shall be readable from the inlet side. Registration shall be in hundred cubic feet.
13. The outlet shall have a 2 ½ "National Standards Tested (NST) fire hydrant male coupling.
14. Private fire hydrant meters shall not be transferable from one contracting company to another (i.e. if a company goes out of business or is bought out by another company).

4.4 All fire hydrant meters and appurtenances shall be installed, relocated and removed by the City of San Diego, Water Department. All City owned fire hydrant meters and appurtenances shall be maintained by the City of San Diego, Water Department, Meter Services.

4.5 If any fire hydrant meter is used in violation of this Department Instruction, the violation will be reported to the Code Compliance Section for investigation and appropriate action. Any customer using a fire hydrant meter in violation of the requirements set forth above is subject to fines or penalties pursuant to the Municipal Code, Section 67.15 and Section 67.37.

4.6 Conditions and Processes for Issuance of a Fire Hydrant Meter

Process for Issuance

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

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

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

4.7 Relocation of Existing Fire Hydrant Meters

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

4.8 Disconnection of Fire Hydrant Meter

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

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for removal of the meter.

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

5. **EXCEPTIONS**

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

6. **MOBILE METER**

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

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

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

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

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

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

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

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7. **FEE AND DEPOSIT SCHEDULES**

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

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

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

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

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

**Larry Gardner
Water Department Director**

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

APPENDIX

Administering Division: Customer Support Division

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

Distribution: DI Manual Holders



Application for Fire Hydrant Meter (EXHIBIT A)

(For Office Use Only)

METER SHOP (619) 527-7449

NS REQ	FAC#
DATE	BY

Meter Information

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

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

Company Information

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

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

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

WATER USES WITHOUT ANTICIPATED CHARGES FOR RETURN TO SEWER

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

Note:

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

Date

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

Subject: Discontinuation of Fire Hydrant Meter Service

Dear Water Department Customer:

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

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

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

Sincerely,

Water Department

APPENDIX C

MATERIALS TYPICALLY ACCEPTED BY CERTIFICATE OF COMPLIANCE

Materials Typically Accepted by Certificate of Compliance

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

APPENDIX D
SAMPLE OF CITY INVOICE

APPENDIX E
LOCATION MAPS

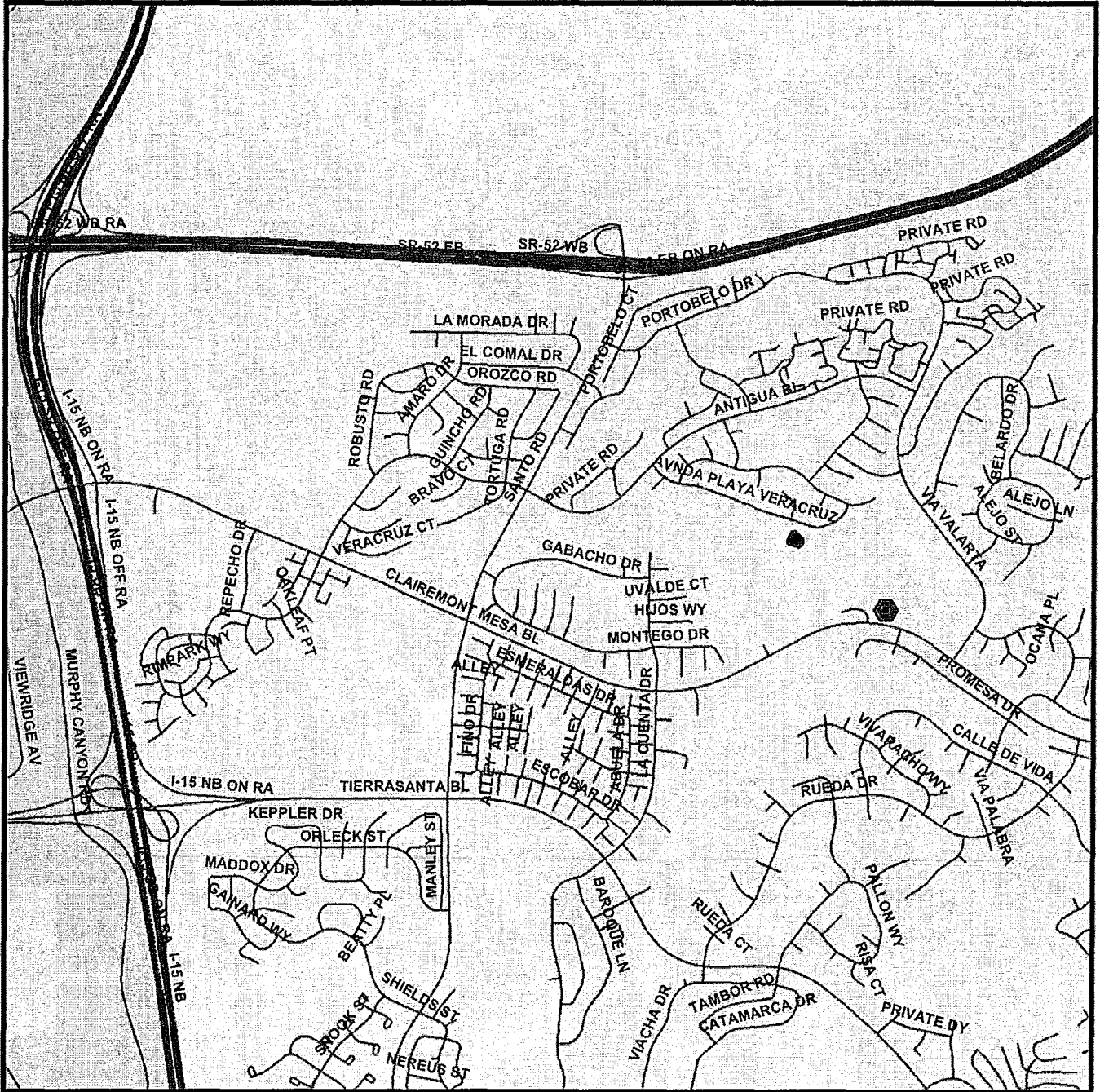
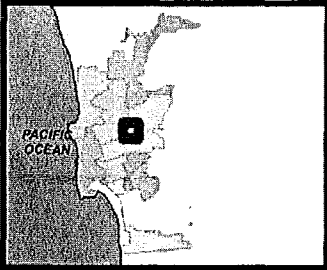
The City of
SAN DIEGO Public Works
 ADA Accessibility Improvement Group 1
 Hexagon Building

SENIOR ENGINEER
 Nikki Lewis
 (619) 533-6653

PROJECT MANAGER
 Michael Ramirez
 (619) 533-4111

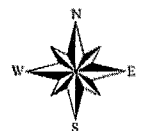
PROJECT ENGINEER
 Mahsima Mohammadi
 (619) 533-5131

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



Legend

- ECP Point
- CIP_ID, TITLE
-  B15222JFY 15 ADA Accessibility Modification Group 1



COMMUNITY NAME: Tierrasanta

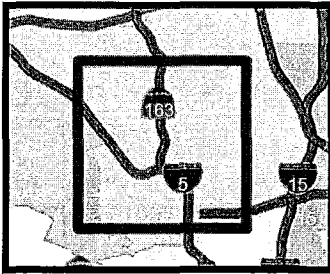
COUNCIL DISTRICT: 7

SAP ID: B-15222

Date: September 15, 2016
 ADA Accessibility Improvements Group I & II
 Appendix E - Location Maps (Rev. Sept. 2016)



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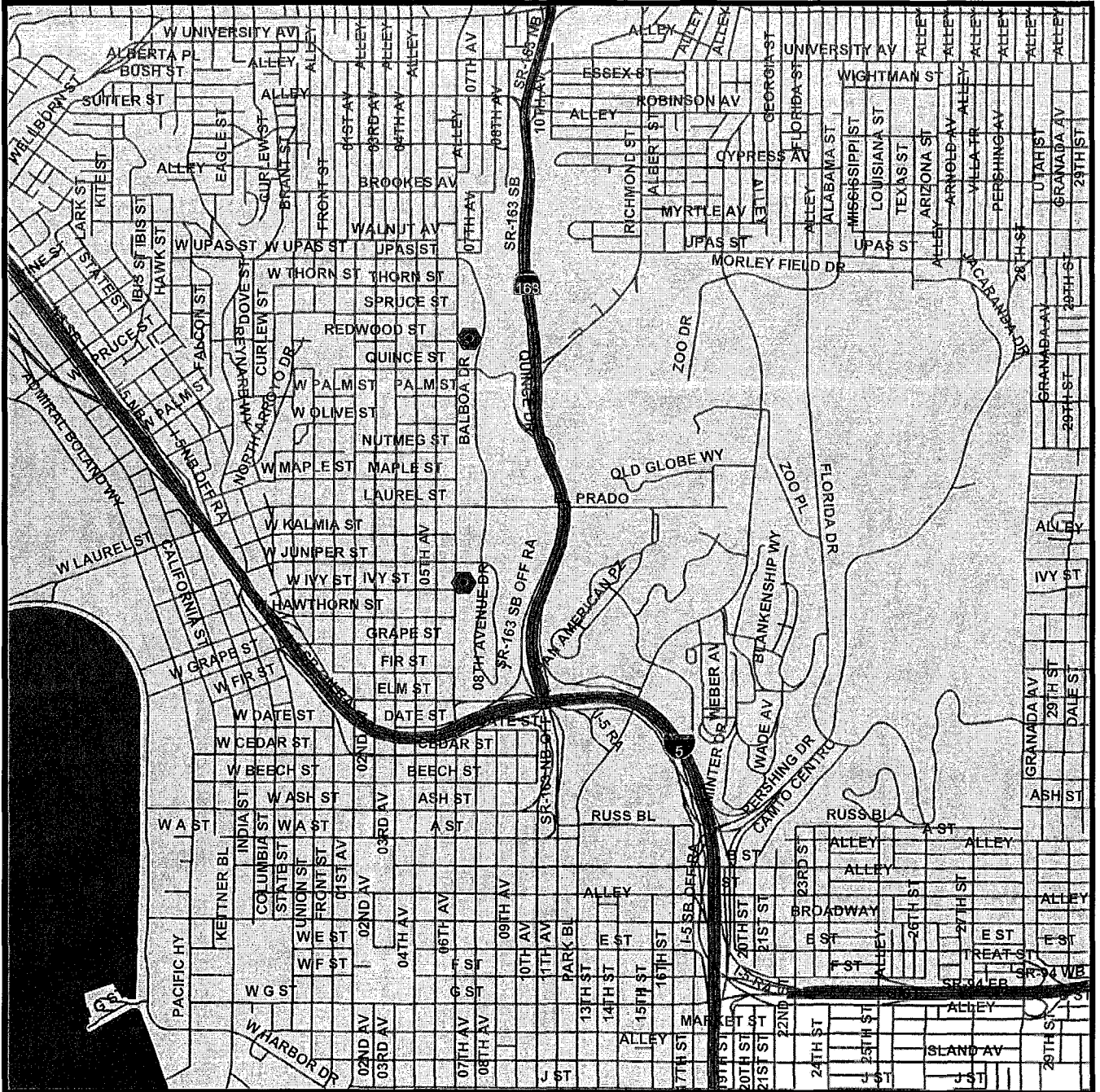


Public Works

ADA Accessibility Improvement Group I

Balboa Park Bridge and Horseshoe Clubs

SENIOR ENGINEER PROJECT MANAGER PROJECT ENGINEER FOR QUESTIONS ABOUT THIS PROJECT
 Nikki Lewis Michael Ramirez Mahsima Mohammadi Call: (619) 533-4207
 (619) 533-6653 (619) 533-4111 (619) 533-5131 Email: engineering@sandiego.gov



Legend

ECP Point

CIP_ID, TITLE



B15222|FY 15 ADA Accessibility Modification Group I



COMMUNITY NAME: Balboa Park

COUNCIL DISTRICT: 3

SAP ID: B-15222

Date: September 9, 2016
 ADA Accessibility Improvements Group I & II
 Appendix E - Location Maps (Rev. Sept. 2016)

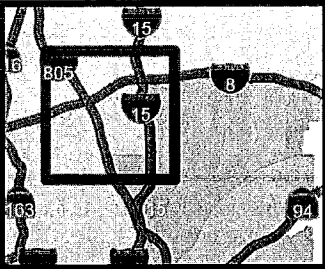


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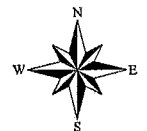
ADA Accessibility Improvement Group I
Normal Heights Community Center

SENIOR ENGINEER Nikki Lewis (619) 533-6653	PROJECT MANAGER Michael Ramirez (619) 533-4111	PROJECT ENGINEER Mahsima Mohammadi (619) 533-5131	FOR QUESTIONS ABOUT THIS PROJECT Call: (619) 533-4207 Email: engineering@sandiego.gov
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Legend

- ECP Point
 - <all other values>
- CIP_ID
 - B15222



COMMUNITY NAME: Normal Heights

COUNCIL DISTRICT: 3

SAP ID: B-15222

Date: September 9, 2016
 ADA Accessibility Improvements Group I & II
 Appendix E - Location Maps (Rev. Sept. 2016)



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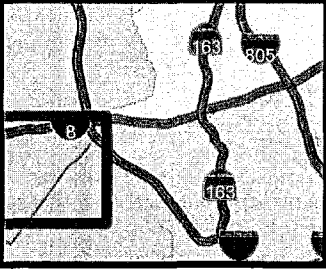
ADA Accessibility Improvement Group I
Ocean Beach Child Care Center

SENIOR ENGINEER
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PROJECT MANAGER
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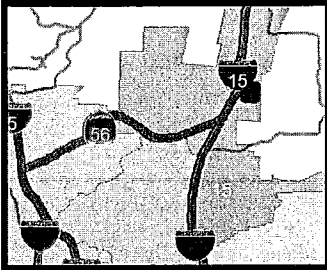
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Email: engineering@sandiego.gov



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The City of **SAN DIEGO** Public Works

FY 15 ADA Accessibility Modifications Group II

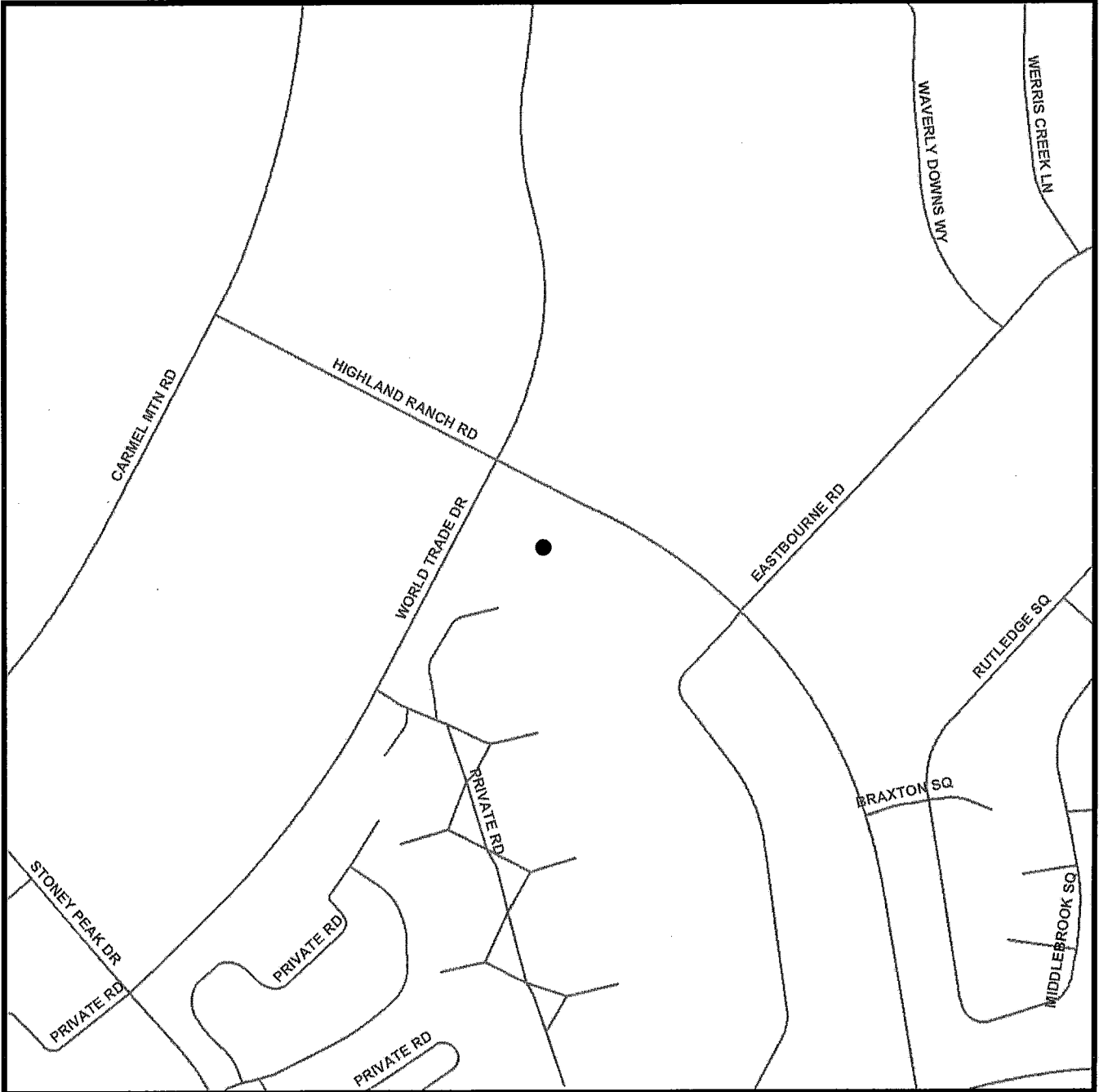
1 of 5

SENIOR ENGINEER
NIKKI LEWIS
(619) 533-6653

PROJECT MANAGER
EDGAR LOZANO
(619) 533-6613

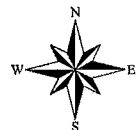
PROJECT ENGINEER
JUNMIN PAN
(619) 533-4148

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



Legend

- Carmel Mountain Ranch Branch Library



COMMUNITY NAME: Carmel Mountain Ranch

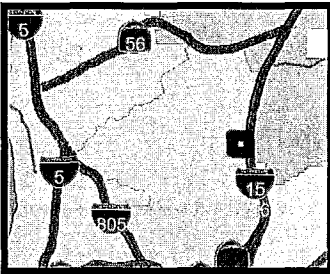
COUNCIL DISTRICT: 5

SAP ID: B15229

Date: July 05, 2016
ADA Accessibility Improvements Group I & II
Appendix E - Location Maps (Rev. Sept. 2016)



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The City of
SAN DIEGO Public Works

FY 15 ADA Accessibility Modifications Group II

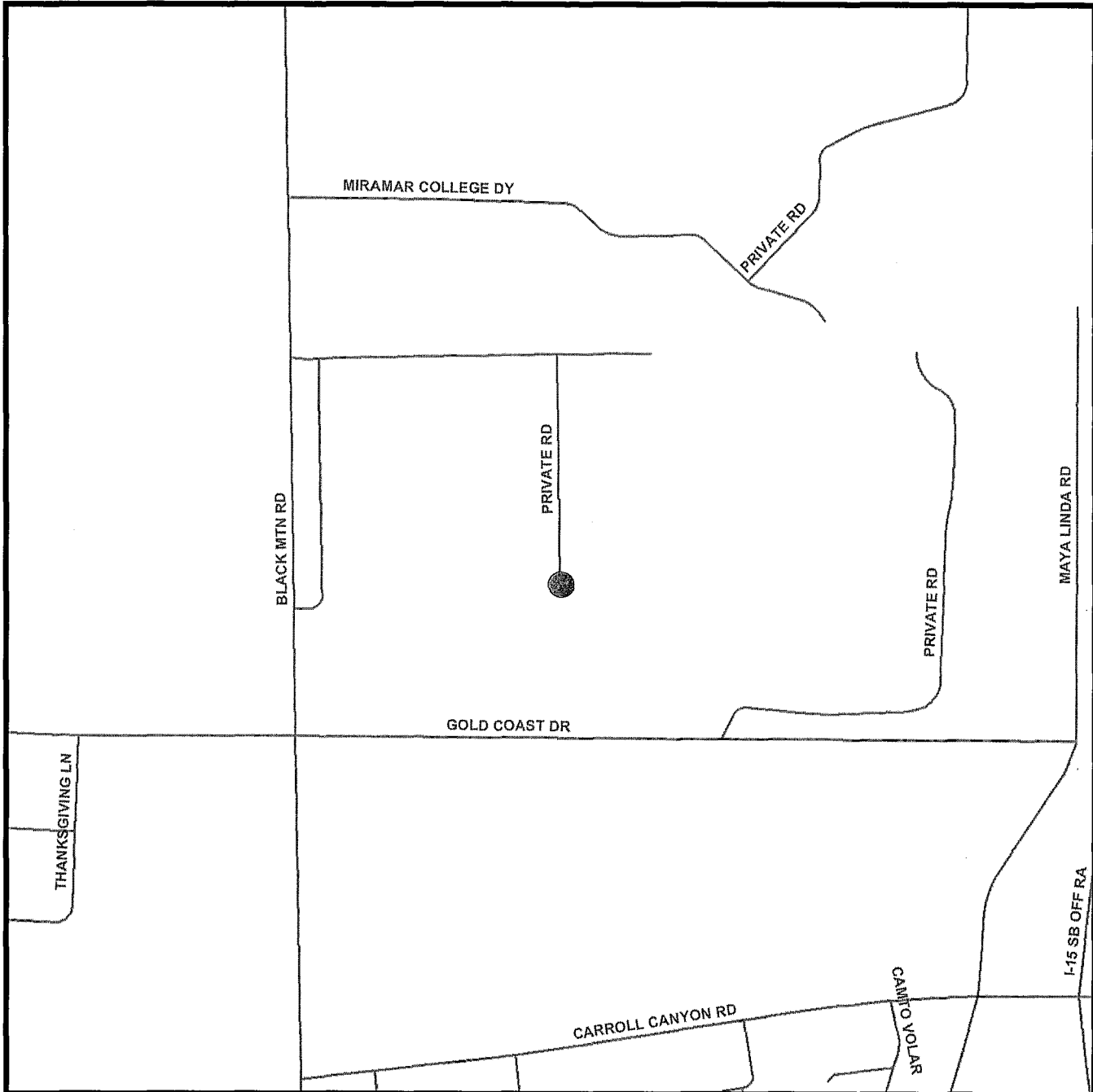
2 of 5

SENIOR ENGINEER
 NIKKI LEWIS
 (619) 533-6653

PROJECT MANAGER
 EDGAR LOZANO
 (619) 533-6613

PROJECT ENGINEER
 JUNMIN PAN
 (619) 533-4148

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



Legend

● Hourglass Field Comfort Station



COMMUNITY NAME: Mira Mesa

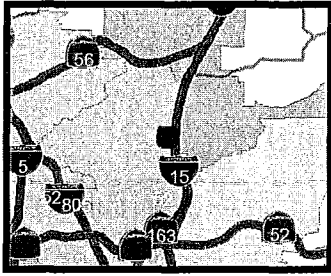
COUNCIL DISTRICT: 6

SAP ID: B15229

Date: July 05, 2016
 ADA Accessibility Improvements Group I & II
 Appendix E - Location Maps (Rev. Sept. 2016)



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FY 15 ADA Accessibility Modifications Group II

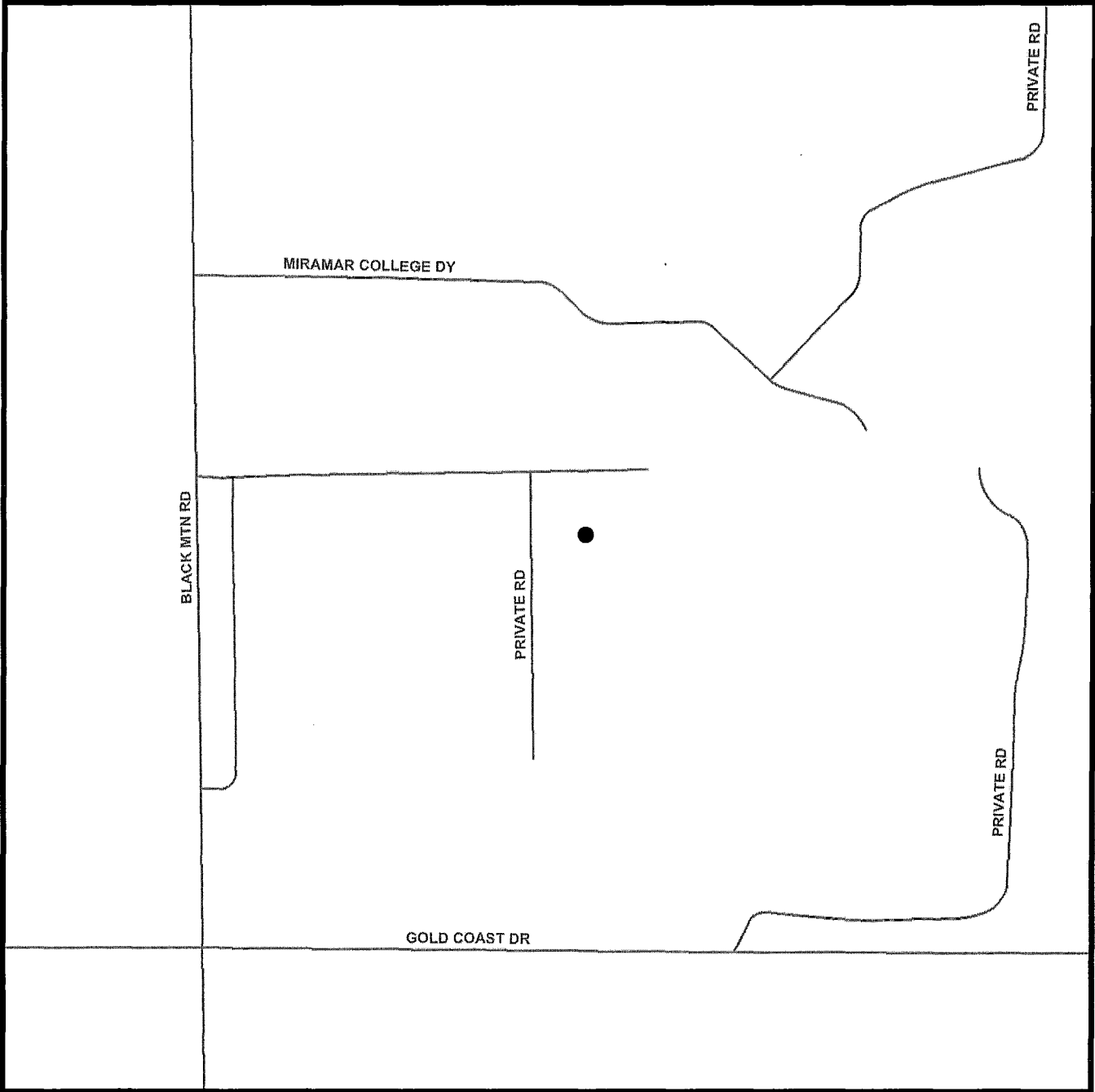
3 of 5

SENIOR ENGINEER
NIKKI LEWIS
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PROJECT MANAGER
EDGAR LOZANO
(619) 533-6613

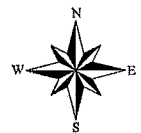
PROJECT ENGINEER
JUNMIN PAN
(619) 533-4148

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



Legend

- Ned Baumer Pool-Aquatic Center



COMMUNITY NAME: Mira Mesa

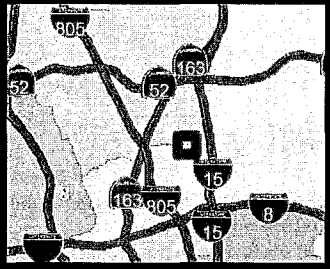
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SAP ID: B15229

Date: July 05, 2016
ADA Accessibility Improvements Group I & II
Appendix E - Location Maps (Rev. Sept. 2016)



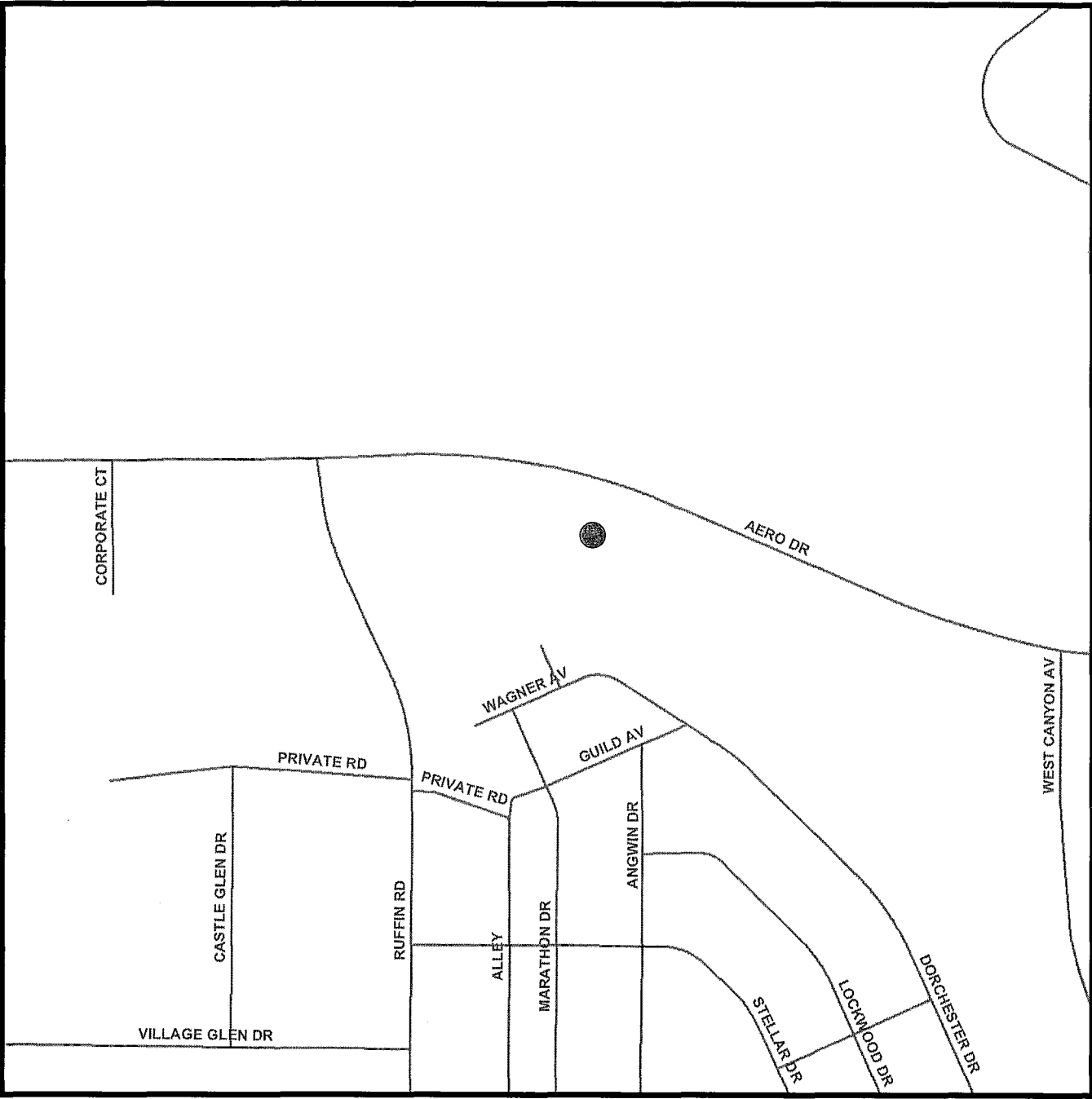
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The City of **SAN DIEGO** Public Works

FY 15 ADA Accessibility Modifications Group II
4 of 5

SENIOR ENGINEER NIKKI LEWIS (619) 533-6653	PROJECT MANAGER EDGAR LOZANO (619) 533-6613	PROJECT ENGINEER JUNMIN PAN (619) 533-4148	FOR QUESTIONS ABOUT THIS PROJECT Call: (619) 533-4207 Email: engineering@sandiego.gov
--	---	--	---



Legend

● Police Eastern Traffic Facility



COMMUNITY NAME: Kearny Mesa

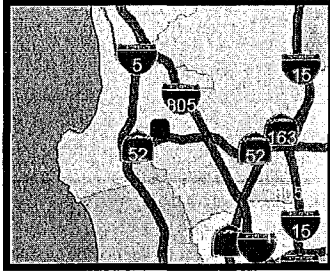
COUNCIL DISTRICT: 7

SAP ID: B15229

Date: July 05, 2016
ADA Accessibility Improvements Group I & II
Appendix E - Location Maps (Rev. Sept. 2016)



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The City of **SAN DIEGO** Public Works

FY 15 ADA Accessibility Modifications Group II

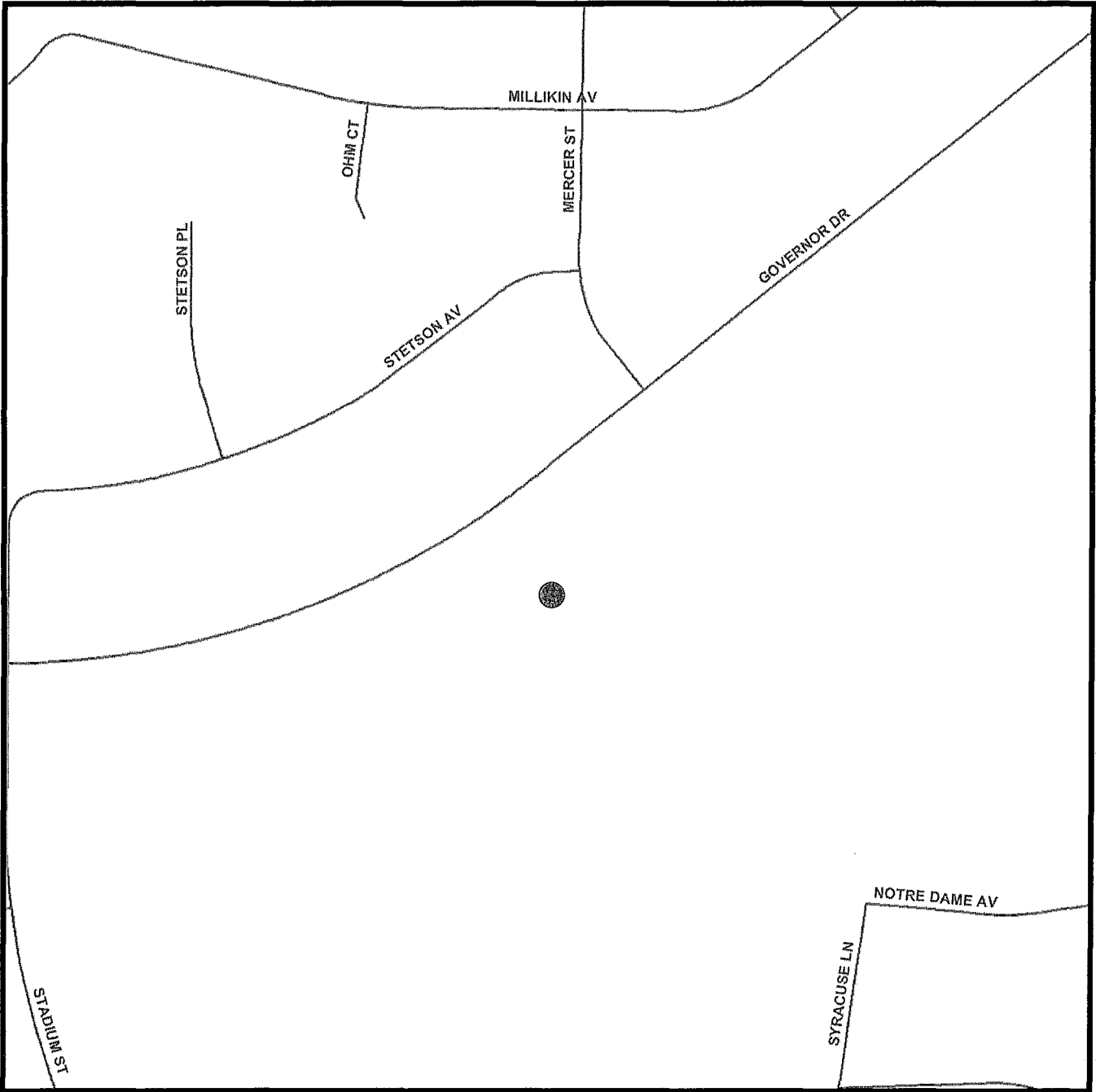
5 of 5

SENIOR ENGINEER
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(619) 533-6613

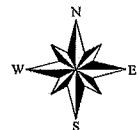
PROJECT ENGINEER
JUNMIN PAN
(619) 533-4148

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



Legend

● Standley Handball-Racquetball Court



COMMUNITY NAME: University

COUNCIL DISTRICT: 1

SAP ID: B15229

Date: July 05, 2016
ADA Accessibility Improvements Group I & II
Appendix E - Location Maps (Rev. Sept. 2016)



APPENDIX F

SAMPLE OF PUBLIC NOTICES



CONSTRUCTION NOTICE

PROJECT NAME

The work will consist of:

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

How your neighborhood may be impacted:

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

Anticipated Construction Schedule

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

Hours and Days of Operation

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

For questions related to this work

Call: (619) 533-4207

Email: engineering@sandiego.gov

Visit: sandiego.gov/CIP



This information is available in alternative formats upon request.



CONSTRUCTION NOTICE

PROJECT NAME

The work will consist of:

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

How your neighborhood may be impacted:

- *Edit this information:* Traffic delays due to lane closure.
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- *Edit this information:* Monday to Friday (7:30 a.m. to 4 p.m.)

For questions related to this work

Call: (619) 533-4207

Email: engineering@sandiego.gov

Visit: sandiego.gov/CIP



This information is available in alternative formats upon request.

APPENDIX G

ASBESTOS AND LEAD MANAGEMENT PROGRAM (ALMP)



THE CITY OF SAN DIEGO



ASBESTOS ABATEMENT SPECIFICATION

for

HEX BUILDING

CLEARANCE ACTIVITY

May 3, 2016

Prepared by:

William B. Blondet

Asbestos & Lead Program Inspector

CA Asbestos SST #99-2689

Reviewed by:

Michael Anderson

Asbestos & Lead Program Inspector

CA Asbestos Consultant #07-4265

City of San Diego
Environmental Services Department
Disposal & Environmental Protection
Asbestos & Lead Management Program
9601 Ridgehaven Court, Ste 320
San Diego, CA 92123
Tel: (858) 492-5086
Fax: (858) 492-5089

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I. GENERAL REQUIREMENTS

A. DESCRIPTION OF WORK

1. ABATEMENT CONTRACTOR shall supply all labor, transportation, material, apparatus, and equipment for the removal, and disposal of asbestos-containing materials (ACM) to be impacted as a result of this project, as identified in Appendix C of this section.
2. ABATEMENT CONTRACTOR shall be responsible for ensuring the building will not be contaminated with asbestos containing material during work and shall be responsible for any clean-up determined necessary by City of San Diego's PROJECT MONITOR.
3. Before submitting his/her bid, the ABATEMENT CONTRACTOR shall visit the project site and verify the location of the asbestos-containing materials that will be removed under the terms and conditions of the contract and this specification.
4. Abatement work shall be performed within agreed upon hours submitted prior to project start which will not include designated City holidays.
5. Before the beginning of the work related to asbestos abatement, ABATEMENT CONTRACTOR shall hold a safety construction meeting with all asbestos related supervisors, workers, and other contractors on-site that provides an overview of the accepted asbestos work plan, decontamination procedures specific to this project (decontamination procedures shall be on paper with copies for all present), and disposal plan for this project. Meeting shall include the PROJECT MONITOR and any other designated City representative.

B. CONTRACTOR USE OF THE PREMISES

1. All site rules and regulations affecting the work should be complied with while engaged in project activities. The existing building should be maintained in a safe condition throughout the asbestos abatement activities. The ABATEMENT CONTRACTOR will be responsible for adhering to all applicable building codes and fire safety requirements.
2. All public areas will be kept free of accumulated waste, materials, rubbish, and debris.

C. PROJECT COORDINATION

1. It will be the responsibility of the ABATEMENT CONTRACTOR to coordinate all site activities with the City's Asbestos & Lead Management Program's (ALMP) PROJECT MONITOR including any meetings, surveys, special reports, and site usage limitations.

D. PROJECT SUBMITTALS

The ABATEMENT CONTRACTOR shall not commence any work until approval has been given from the City. The ABATEMENT CONTRACTOR shall submit the following at least 60 days prior to commencement of any asbestos abatement activities:

1. Asbestos Abatement Work Plan:
 - a) In addition to information required in this section, Work Plan shall contain all information required under Title 8 CCR 1529. Submit a detailed job-specific plan that includes:
 - (1) The procedures proposed to comply with the requirements of this specification and all applicable regulations.
 - (2) Detailed drawings that identify the location, size, layout and details of the Work Areas, any equipment, disposal storage, restrooms, and worker decontamination facilities.
 - (3) The sequencing of abatement work and the interface of trades involved in the performance of work. Provide a time line that details each major phase of work activity and anticipated time it will occur.
 - (4) The methods to be used to assure the safety of occupants and visitors to the site.
 - (5) Detailed description of the methods to be employed to ensure asbestos is not released above background air levels.
 - (6) The method of removal to minimize asbestos dust generation in the Work Area.
 - b) Work site coordination submittals including:
 - (1) Contingency and Spill Plan: Prepare a contingency plan for emergencies including fire, accident, power failure, or any other event that may require modification or abridgement of decontamination or Work Area isolation procedures. Include in plan specific procedures for decontamination or Work Area isolation. Plan should be specific for all types of hazardous materials or situations specific to this work site. Note that nothing in this specification should impede safe exiting or providing of adequate medical attention in the event of an emergency.
 - (2) Telephone numbers and locations of emergency services including but not limited to fire, ambulance, doctor, hospital, police, power company, telephone company.
2. Notifications:
 - a) If required by regulations, submit copies of notifications made to regulatory agencies along with a copy of certified mail receipt.
 - b) Notify emergency service agencies including fire, ambulance, police or other agency that may service the abatement work site in case of an

emergency. Notification is to include methods of entering Work Area, emergency entry and exit locations, modifications to fire notification or fire-fighting equipment, and other information needed by agencies providing emergency services.

c) Notifications of Emergency: Any individual at the job site may notify emergency service agencies if necessary without effect on this contract or the Contract Sum.

d) Provide submittal Identifying person responsible for responding to project site emergencies twenty-four hours a day, seven days a week.

3. ABATEMENT CONTRACTOR qualifications and personnel information submittals that include but are not limited to:

a) Submit a copy of the ABATEMENT CONTRACTOR's Asbestos DOSH Handling License.

b) Identify state licensed transporter, disposal location, and associated permits for all asbestos waste.

c) Provide all staff names, certifications, and experience. Identify their duties and responsibilities on this project. ABATEMENT CONTRACTOR shall have the following minimum levels of qualified supervision on the project site:

(1) General Superintendent: Provide a full-time General Superintendent who is experienced in administration and supervision of asbestos abatement projects including work practices, protective measures for building and personnel, disposal procedures, etc. This person is the ABATEMENT CONTRACTOR's representative responsible for compliance with all applicable federal, state and local regulations and guidelines, particularly those relating to asbestos abatement and hazardous waste. Should, in the opinion of the OWNER, any language barrier exist between the on-site superintendent and the OWNER or PROJECT MONITOR, the ABATEMENT CONTRACTOR shall employ a qualified full-time interpreter or provide a new on-site superintendent at no additional cost to the OWNER. Shall be AHERA certified as asbestos supervisor.

(2) Foreman: Provide a full time Foreman to directly supervise and direct no more than 10 abatement workers. Each Foreman will act as the Competent Person as required by Title 8 CCR 1529 for the workers the foreman is directing. The Foreman has oversight authority over the workers and reports to the General Superintendent. If there are 10 or fewer abatement workers on the project the General Superintendent may fill the Foreman's position. Shall be AHERA certified as asbestos supervisor.

(3) Experience and Training: The General Superintendent and foreman shall meet all the requirements as a Competent Person as required by Title 8 CCR 1529. They shall have completed training in

EPA Asbestos Supervisor Training. They shall have experience with projects of similar types and sizes.

(4) Workers: All asbestos abatement workers shall have current EPA and OSHA asbestos abatement training.

(5) Certificate of Worker's Acknowledgment: Submit an original signed copy of the Certificate of Worker's Acknowledgment found in Appendix A of this section, for each worker and supervisor who is to be at the job site or enter the Work Area.

d) Submit respiratory protection information and air monitoring data as per the following:

(1) Operating Instruction: Submit complete operating and maintenance instructions for all components and systems as a whole. Submittal is to be in bound manual form suitable for field use.

(2) Respiratory Protection Program: Submit ABATEMENT CONTRACTOR's written respiratory protection program manual as required by Title 8 CCR 1529 and 5144.

(3) Respiratory Protection Schedule: Submit level of respiratory protection intended for each operation required by the project.

(4) Copies of current respirator fit test: Fit tests must be performed every 6 months.

e) Submit doctor's report from medical examination conducted within the last 12 months as part of compliance with OSHA medical surveillance requirements for each worker who is to enter the Work Area. Submit, at a minimum, the following for each worker:

(1) Name and Social Security Number

(2) Physicians Written Opinion from examining physician including at a minimum the following:

(a) Whether worker has any detected medical conditions that would place the worker at an increased risk of material health impairment from exposure to asbestos. Any recommended limitations on the worker or on the use of personal protective equipment such as respirators.

(b) Statement that the worker has been informed by the physician of the results of the medical examination and of any medical conditions that may result from asbestos exposure.

f) Submit a notarized certification, signed by an officer of the ABATEMENT CONTRACTOR firm that exposure measurements, medical surveillance, and worker training records are being kept in conformance with Title 8 CCR 1529.

- g) Identify the laboratory that will be performing the analysis of the personal samples and provide their accreditation. Also discuss the method by which the ABATEMENT CONTRACTOR will provide the analytical results to the PROJECT MONITOR within 24 hours of sampling completion.
- 4. Submit the following during and at the completion of the work
 - a) Copies of all Waste Shipment Records
 - b) Copies of all air monitoring results within 24 hours
- 5. At the end of a project, the ABATEMENT CONTRACTOR shall submit the following to the PROJECT MONITOR:
 - a) Personal Air Sample Results
 - b) Copies of Project Daily Logs
 - c) Containment Entry/Exit Logs
 - d) Waste Disposal Documentation
 - e) Certificate of Visual Inspection

E. SCHEDULES AND REPORTS

- 1. Prior to each phase of project, the ABATEMENT CONTRACTOR shall provide the City with a tentative time line which outlines the project schedule. These documents will be reviewed and approved by the City prior to the commencement of work.

F. PRODUCT DATA

- 1. The ABATEMENT CONTRACTOR shall submit product information that is to be used during the abatement activities prior to commencement of work (i.e., encapsulants). General information required includes manufacturer's standard printed recommendations for application and use, compliance with recognized standards of trade association and testing agencies, and safety data sheets (SDSs).
- 2. Polyethylene sheet
 - a) A single polyethylene film in the largest sheet size possible to minimize seams, 4.0 or 6.0 mil thick as indicated, and clear, frosted, or black as indicated.
 - b) Provide flame resistant polyethylene film that conforms to requirements set forth by the National Fire Protection Association Standard 701, Small Scale Fire Test for Flame-resistant Textiles and Films. Provide largest size possible to minimize seams, 4.0 or 6.0 mil thick as indicated, and frosted or black as indicated.
 - c) Reinforced Polyethylene Sheet: Where plastic sheet is the only separation between the Work Area and building exterior, provide translucent, nylon reinforced, laminated, flame resistant, polyethylene film that conforms to requirements set forth by the National Fire Protection Association Standard 701, Small Scale Fire Test for Flame-resistant Textiles

and Films. Provide largest size possible to minimize seams, 4.0 or 6.0 mil thick as indicated, frosted or black as indicated.

3. Tape
 - a) Provide duct tape in 2" or 3" widths as indicated, with an adhesive which is formulated to stick aggressively to sheet polyethylene.
4. Spray adhesive
 - a) Provide spray adhesive in aerosol cans which is specifically formulated to stick tenaciously to sheet polyethylene.

G. PROJECT CLOSE-OUT

1. Upon completion of work and prior to payment, the PROJECT MONITOR will proceed with an initial inspection of the abatement work area. A Certificate of Visual Inspection (Appendix B) will be signed by both the ABATEMENT CONTRACTOR and PROJECT MONITOR. The ABATEMENT CONTRACTOR will not be paid until the area meets the established project-specific clearance criteria and has submitted the required information.

II. DEFINITIONS

- A. **ABATEMENT:** Any set of measures designed to permanently eliminate lead based paint hazards including paint removal, building component removal, or near-permanent enclosure of lead based paint hazards.
- B. **ABATEMENT CONTRACTOR:** The designated sub-contractor performing the required abatement work outlined in this specification.
- C. **ACCREDITED or ACCREDITATION (when referring to a person or laboratory):** A person or laboratory accredited in accordance with section 206 of Title II of the Toxic Substances Control Act (TSCA).
- D. **AIR MONITORING:** The process of measuring the fiber content of a specific volume of air.
- E. **AMENDED WATER:** Water to which a surfactant has been added to decrease the surface tension to 35 or less dynes.
- F. **ASBESTOS:** The asbestiform varieties of serpentinite (chrysotile), riebeckite (crocidolite), cummingtonite grunerite, anthophyllite, and actinolite tremolite. For purposes of determining respiratory and worker protection both the asbestiform and non-asbestiform varieties of the above minerals and any of these materials that have been chemically treated and/or altered shall be considered as asbestos.
- G. **ASBESTOS CONTAINING MATERIAL (ACM):** Any material containing more than 1% by weight of asbestos of any type or mixture of types.

- H. ASBESTOS-CONTAINING BUILDING MATERIAL (ACBM): Surfacing ACM, thermal system insulation ACM, or miscellaneous ACM that is found in or on interior structural members or other parts of a building.
- I. ASBESTOS CONTAINING WASTE MATERIAL: Any material which is or is suspected of being or any material contaminated with an asbestos containing material which is to be removed from a work area for disposal.
- J. ASBESTOS DEBRIS: Pieces of ACBM that can be identified by color, texture, or composition, or means dust, if the dust is determined by an accredited inspector to be ACM.
- K. AUTHORIZED VISITOR: The Owner, the Owner's Representative, testing lab personnel, the Architect/Engineer, emergency personnel or a representative of any federal, state and local regulatory or other agency having authority over the project.
- L. BARRIER: Any surface that seals off the work area to inhibit the movement of fibers.
- M. BREATHING ZONE: A hemisphere forward of the shoulders with a radius of approximately 6 to 9 inches.
- N. DEMOLITION: The wrecking or taking out of any building component, system, finish or assembly of a facility together with any related handling operations.
- O. DISPOSAL BAG: A properly labeled 6 mil thick leak tight plastic bags used for transporting asbestos waste from work and to disposal site.
- P. ENCAPSULANT: A penetrating encapsulant specifically designed to minimize fiber release during removal of asbestos containing materials rather than for in situ encapsulation.
- Q. ENCAPSULATION: Treatment of asbestos containing materials, with an encapsulant.
- R. ENCLOSURE: The construction of an air tight, impermeable, permanent barrier around asbestos containing material to control the release of asbestos fibers into the air.
- S. FILTER: A media component used in respirators to remove solid or liquid particles from the inspired air.
- T. FRIABLE ASBESTOS MATERIAL: Material that contains more than 1.0% asbestos by weight and that can be crumbled, pulverized, or reduced to powder by hand pressure when dry. A material can also be rendered friable via mechanical means.
- U. HEPA FILTER: A High Efficiency Particulate Air (HEPA) filter capable of trapping and retaining 99.97% of asbestos fibers greater than 0.3 microns in diameter.

- V. HEPA FILTER VACUUM COLLECTION EQUIPMENT (or vacuum cleaner): High efficiency particulate air filtered vacuum collection equipment with a filter system capable of collecting and retaining asbestos fibers. Filters should be of 99.97% efficiency for retaining fibers of 0.3 microns or larger.
- W. NEGATIVE PRESSURE RESPIRATOR: A respirator in which the air pressure inside the respiratory inlet covering is positive during exhalation in relation to the air pressure of the outside atmosphere and negative during inhalation in relation to the air pressure of the outside atmosphere.
- X. PERSONAL MONITORING: Sampling of the asbestos fiber concentrations within the breathing zone of an employee.
- Y. PROTECTION FACTOR: The ratio of the ambient concentration of an airborne substance to the concentration of the substance inside the respirator at the breathing zone of the wearer. The protection factor is a measure of the degree of protection provided by a respirator to the wearer.
- Z. PROJECT MONITOR: City of San Diego Asbestos & Lead Management Program staff or their designated consultant.
- AA. VISIBLE EMISSIONS: Any emissions containing particulate asbestos material that are visually detectable without the aid of instruments. This does not include condensed uncombined water vapor.
- BB. WET CLEANING: The process of eliminating asbestos contamination from building surfaces and objects by using cloths, mops, or other cleaning utensils which have been dampened with amended water or diluted removal encapsulant and afterwards thoroughly decontaminated or disposed of as asbestos-contaminated waste.
- CC. WORK AREA: The area where asbestos-related work or removal operations are performed which is defined and/or isolated to prevent the spread of asbestos dust, fibers or debris, and entry by unauthorized personnel. Work area is a Regulated Area as defined by Title 8 CCR 1529

III. SITE WORK

A. INTRODUCTION

This portion of the specification describes procedures and protocols for asbestos abatement activities. The protocols/procedures described hereafter are in accordance with federal/state/local requirements. In the absence of these requirements, the procedure/protocols are based on current industry standards.

B. BACKGROUND INFORMATION

Sampling of building materials has been performed by inspectors from the City's Asbestos and Lead Management Program (ALMP) and has been provided in Appendix C of this specification.

C. GENERAL INFORMATION

1. Potential Asbestos Hazard

The disturbance of asbestos containing materials may cause exposure to workers and building occupants. All workers, supervisory personnel, subcontractors, and consultants who will be at the job site, need to be apprised of the seriousness of the hazard and of proper work practices which must be followed to minimize exposure. The procedures and methods described herein must be followed and the ABATEMENT CONTRACTOR must comply with all applicable federal/state/local requirements.

2. Stop Work

If the PROJECT MONITOR presents a verbal or written stop work order, the ABATEMENT CONTRACTOR shall immediately and automatically stop all work. Recommencement of the work may not begin until authorized by the PROJECT MONITOR.

D. PROJECT ADMINISTRATION

1. Certified Supervisor

The ABATEMENT CONTRACTOR needs to provide a full-time asbestos abatement supervisor who is experienced in administration and supervision of asbestos abatement projects including work practices, protective measures for building and personnel, disposal procedures, etc. This supervisor must have completed an "Asbestos Abatement Supervision" course. This person will act as the competent person on the job.

In addition, all employees working on the project must have taken an "Asbestos Abatement Worker" course.

E. SPECIAL REPORTS

1. Reporting Unusual Events

When an event of unusual and significant nature occurs at the site (e.g., a spill of asbestos debris, failure of special equipment used to contain asbestos), the ABATEMENT CONTRACTOR shall prepare and submit a special report listing the chain of events, persons participating, response by ABATEMENT CONTRACTOR's personnel, evaluation of results, and other pertinent information.

2. Reporting Accidents

The ABATEMENT CONTRACTOR shall prepare and submit reports of significant accidents at the subject site. Pertinent data and actions need to be recorded. In addition, response actions should comply with industry standards. For this purpose, a significant accident is defined to include events where personal injury or property loss of substance is sustained, or where the event posed a significant threat of loss or personal injury or potential environmental contamination.

F. COMPLIANCE WITH CODES AND REGULATIONS

1. Except to the extent that more explicit, or more stringent requirements are written directly into this Asbestos Abatement Contract/Specification, all applicable codes, regulations, and standards have the same force and effect (and are made a part of the contract documents by reference) as if copied directly into the contract documents, or as if published copies are bound herewith.

2. The ABATEMENT CONTRACTOR will assume full responsibility and liability for the compliance with all applicable federal/state/local regulations pertaining to work practices, protection of workers, and visitors to the site, persons occupying areas adjacent to the site, hauling, and disposal of waste. The ABATEMENT CONTRACTOR shall hold the City and its representative harmless for the ABATEMENT CONTRACTOR's failure to comply with any applicable work, hauling, disposal, safety, health, or other regulation on the part of itself, its employees, or its sub ABATEMENT CONTRACTORS.

3. State requirements which govern asbestos abatement activities or hauling and disposal of hazardous waste include, but are not limited to, the following:

a) As required, ABATEMENT CONTRACTOR shall notify all Local, State, and Federal agencies regulating standards for the removal of asbestos-containing materials, including but not limited to: Cal-OSHA, San Diego Air Pollution Control District, and U.S. Environmental Protection Agency. ABATEMENT CONTRACTOR shall provide Owner a copy of each notification and a copy of a certified mail receipt proving proper notification to all required agencies.

b) ABATEMENT CONTRACTOR shall be registered as an asbestos contractor before performing any asbestos related work; a licensee must also be registered with the Department of Industrial Relations, Division of Occupational Safety and Health.

c) Transportation of hazardous materials shall be in accordance with the State of California Title 22 and the Department of Transportation regulations.

d) ABATEMENT CONTRACTOR shall comply with all provisions of California Title 8, Section 5208 and Section 1529.

e) ABATEMENT CONTRACTOR shall be in compliance with all provisions of Title 40 CFR Part 61.

f) ABATEMENT CONTRACTOR shall assume full responsibility and liability for compliance with all applicable Federal, State, and local regulations

pertaining to work practices, hauling, disposal, and protection of workers, visitors to site, and persons occupying areas adjacent to the site.

G. PERMITS AND LICENSES

The ABATEMENT CONTRACTOR shall submit to the City in the bid submittal any permits or licenses necessary to carry out this work.

1. Permits

A valid Hazardous Waste Hauler registration is required for transporting any hazardous waste. Certain types of equipment require APCD permits (e.g., abrasive blasters).

2. Licenses

The ABATEMENT CONTRACTOR must be certified by the California Contractors State License Board. The ABATEMENT CONTRACTOR, or its subcontractor, shall have current licenses, as required by all applicable state or local jurisdictions for the removal, transportation, disposal, or other regulated activity relative to the work described in this plan.

H. HEALTH AND SAFETY

This section describes the equipment and procedures required for protecting workers from asbestos contamination and other workplace hazards.

1. Provide worker protection as required by the most stringent OSHA and/or EPA standards applicable to the work.

2. Training

a) All workers are to be trained, certified and accredited as required by state or local code or regulation.

b) Train all workers, in accordance with Title 8 CCR section 5208 and section 1529, regarding the dangers inherent in handling asbestos and breathing asbestos dust, proper work procedures, and personal and area protective measures.

c) Provide medical examinations for all workers who may encounter an airborne fiber level of 0.1 fibers/cc or greater for an 8 hour Time Weighted Average. In the absence of specific airborne fiber data, provide medical examinations for all workers who will enter the Work Area for any reason. Examination shall as a minimum meet requirements as set forth in Title 8 CCR 1529. In addition, provide an evaluation of the individual's ability to work in environments capable of producing heat stress in the worker.

3. Protective clothing

a) Coveralls: Provide disposable "full body" coveralls and disposable head covers, and require that they be worn at all times by all workers in the Work Area. Provide a sufficient number for all required changes, for all workers in the Work Area.

- b) Boots: Provide work boots with non-skid soles, and where required by OSHA, foot protection for all workers. Provide boots at no cost to workers. Do not allow boots to be removed from the Work Area for any reason, after being contaminated with asbestos-containing material. Thoroughly clean, decontaminate and bag boots before removing them from Work Area at the end of the work.
- c) Hard Hats: Provide head protection (hard hats) as required by OSHA for all workers, and provide 1 spare for use by Owner's Representative, Project Administrator, and Owner. Require hard hats to be worn at all times that work is in progress that may potentially cause head injury. Provide hard hats of the type with plastic strap suspension. Require hats to remain in the Work Area throughout the work. Thoroughly clean, decontaminate and bag hats before removing them from Work Area at the end of the work.
- d) Goggles: Provide eye protection (goggles) as required by OSHA for all workers involved in scraping, spraying, or any other activity which may potentially cause eye injury. Thoroughly clean, decontaminate and bag goggles before removing them from Work Area at the end of the work.
- e) Gloves: Provide work gloves to all workers and require that they be worn at all times in the Work Area. Do not remove gloves from Work Area and dispose of as asbestos-contaminated waste at the end of the work.

4. Respirators

- a) Air Purifying Respirators
 - (1) Respirator Bodies: Provide half face or full face type respirators based upon appropriate protection factor as determined by the ABATEMENT CONTRACTORS competent person.
 - (2) Filter Cartridges: Provide, at a minimum, HEPA type filters labeled with NIOSH and MSHA Certification for "Radionuclides, Radon Daughters, Dust, Fumes, Mists including Asbestos Containing Dusts and Mists" and color coded in accordance with ANSI Z228.2 (1980). In addition, a chemical cartridge section may be added, if required, for solvents, etc., in use. In this case, provide cartridges that have each section of the combination canister labeled with the appropriate color code and NIOSH/MSHA Certification.
 - (3) Non permitted respirators: Do not use single use, disposable or quarter face respirators.
 - (4) Require that respiratory protection be used at all times when there is any possibility of disturbance of asbestos containing materials whether intentional or accidental.
 - (5) Require that a respirator be worn by anyone in a Work Area at all times, regardless of activity, during a period that starts with any operation which could cause airborne fibers until the area has been cleared for re occupancy.

- (6) Regardless of Airborne Fiber Levels: Require that the minimum level of respiratory protection used be a half face air purifying respirators with high efficiency filters.
 - b) Fit testing
 - (1) Initial Fitting: Provide initial fitting of respiratory protection during a respiratory protection course of training. Only allow an individual to use respirators for which training and fit testing has been provided.
 - (2) Upon Each Wearing: Require that each time an air purifying respirator is put on it be checked for fit with a positive and negative pressure fit check in accordance with the manufacturer's instructions or ANSI Z88.2.(1980).
 - c) Respirators, disposable coveralls, head covers, and foot covers shall be provided by the ABATEMENT CONTRACTOR for the City of San Diego's Asbestos and Lead Management Program's PROJECT MONITOR, and other authorized representatives who may inspect the job site. Provide two (2) respirators and six (6) complete coveralls and, where applicable, six (6) respirator filter changes per day.
5. Materials and Equipment
 - a) Only material and equipment that are recognized as being suitable for the intended use, by compliance with appropriate standards, may be used.
6. Water Service
 - a) The ABATEMENT CONTRACTOR will be able to obtain water services from on-site facilities. The City will designate the facilities from which water service may be obtained.
7. Electrical Services
 - a) The ABATEMENT CONTRACTOR will be able to obtain electrical services from on-site facilities. The City will designate the facilities from which electrical services may be obtained. The ABATEMENT CONTRACTOR shall provide their own electrical hook-ups, i.e. spider boxes, ground fault circuit interrupter (GFCI) etc. and installed by a licensed electrician.
 - b) The electrical services need to comply with the applicable NEMA, NECA, and UL standards, and governing regulations for materials and lay-out of temporary electrical services.
8. Sanitary Facilities
 - a) The ABATEMENT CONTRACTOR shall provide sanitary facilities on site, if none have been made available by the City.
9. Fire Extinguisher
 - a) Applicable recommendations of the National Fire Protection Association (NFPA) Standard 10, "Standard for Portable Fire Extinguishers," must be complied with by the ABATEMENT CONTRACTOR. Fire extinguishers

need to be located where they are most convenient and effective for their intended purpose, but not less than one (1) extinguisher in each work area, the equipment room, outside/work areas, and in the clean room.

10. First Aid

a) The ABATEMENT CONTRACTOR will need to provide first aid supplies which should comply with the governing regulations and recognized recommendations within the construction industry.

I. WORK AREA PROCEDURES

1. Require that workers NOT eat, drink, smoke, chew tobacco or gum, or apply cosmetics in the Work Area.
2. ABATEMENT CONTRACTOR shall secure work area from access by public, staff or users of the area. Accomplish this where possible, by locking doors, gates, or other means of access to the area.
3. Barricade fencing is required for securing an outside area from unauthorized access. Work area delineation shall occur at no less than twelve feet (12') from the radius of the work and/or building. Yellow caution tape shall not be used.
4. All windows, vents, mechanical systems, etc., in close proximity to the abatement area shall be sealed with plastic and tape by the ABATEMENT CONTRACTOR prior to the work beginning.
5. Provide warning signs at entry to work area in accordance with California Title 8, Section 1529.
6. A visitor entry and exit-log, and an employee daily sign-in log shall be maintained throughout the asbestos abatement activities. The ABATEMENT CONTRACTOR shall be responsible for the project site security during the operations in order to protect work efforts and equipment.

J. REMOVAL OF ASBESTOS-CONTAINING MATERIALS

1. Asbestos-containing materials shall be adequately wetted with either amended water or a removal encapsulant before and during removal process, to reduce fiber emission.
2. The ABATEMENT CONTRACTOR should exercise caution in using water, as he will be solely responsible for any water damage to the facility resulting from the work.
3. ABATEMENT CONTRACTOR is responsible for keeping all asbestos containing debris within the containment area at all times throughout removal. Any interior contamination, if created, is the responsibility of the ABATEMENT CONTRACTOR to clean at no additional cost to the City.
4. ABATEMENT CONTRACTOR shall ensure there is no loose debris around the Work Area during the removal and if found, ABATEMENT CONTRACTOR shall clean the area immediately.

K. DISPOSAL

1. Both non-friable and friable ACM shall be containerized immediately, secured in a locked container, be transported by state licensed hauler with manifest, and disposed of at appropriate landfill location.
2. The PROJECT MONITOR or designated representative will inspect each load and sign all waste manifests before waste leaves the site.
3. Copies of Waste Shipment Records for each load of asbestos waste material shall be given to the City.
4. Cordon off the Work Area, a safe zone around the building, and the dumpster area with barrier fencing. Yellow caution tape shall not be used.
5. Provide warning signs at Work Area access in accordance with Title 8 CCR 1529

L. DECONTAMINATION PROCEDURE

1. Prior to leaving the Work Area, HEPA vacuum outer suit completely and remove, turning it inside out while doing so.
2. Hygiene facilities such as change rooms and showers are not required to be adjacent to the operations on top of Work Areas on top of a roof, but these facilities must be provided [Title 8, Section 1529 (1)(3)]. Proceed to decontamination area where the second suit is to be removed while turning it inside out.
3. After wiping all areas and respirator, remove respirator and wipe facial area clean.
4. Place contaminated suits, towels, and respirator cartridges in a properly labeled asbestos waste bag.
5. At the completion of the project, boots, hard hats, and goggles should be decontaminated and bagged prior to removal from the Work Area.
6. Equipment leaving the Work Area should be HEPA vacuumed and wet wiped.

M. AIR MONITORING/WORK AREA CLEARANCE

1. The City's PROJECT MONITOR will provide ambient area air monitoring during all phases of the removal of asbestos-containing materials, including the interior and/or exterior of the facility.
2. During the project, personal air monitoring will be conducted by ABATEMENT CONTRACTOR to determine fiber levels. If fiber levels exceed 0.05 fibers/cc then work shall cease and not begin again until after PROJECT MONITOR approves the ABATEMENT CONTRACTOR's revised methodology which will lower fiber levels. Procedures shall be submitted in writing to the City prior to implementing these procedures. At a minimum, ABATEMENT CONTRACTOR shall provide air monitoring for every four workers. Testing of air samples will be by Phase Contrast Microscopy following NIOSH 7400 rules.
3. If any of the ambient area samples taken by the PROJECT MONITOR either inside or outside exceed .01 fibers/cc then ABATEMENT CONTRACTOR is required to

pay for the additional testing on those samples collected using transmission electron microscopy (TEM).

4. Release of the ABATEMENT CONTRACTOR from the asbestos-containing material removal phase of the contract will be determined by the PROJECT MONITOR based upon the results of visual inspection and/or clearance air sampling.

N. TRANSPORTATION AND DISPOSAL

1. Any packaging used to ship hazardous waste off site such as a container, roll-off bin, tank or other device, must comply with 49 CFR Parts 173, 178, 179 and be labeled and prepared for transportation in accordance with Title 22 CCR Article 3. The hazardous waste label must be affixed and filled out when the first amount of hazardous waste is placed in the container. The label must include the initial accumulation date.

2. All additional pre-transportation labeling, marking or placarding must be conducted prior to transporting off site and in accordance with Title 22 CCR Chapter 12, Article 3.

3. All containers and tanks of hazardous waste must be managed in a way which minimizes the threat of fire, explosion, or any unplanned sudden or non-sudden release of hazardous waste to the air, soil or surface water which could threaten human health or the environment. Management techniques include containment areas capable of holding the contents of largest container within the containment area. Properly store and secure waste at all times. Do not leave hazardous waste in uncovered or unlocked trucks or dumpsters.

4. A hazardous waste manifest will be completed in accordance with Title 22 CCR Chapter 12, Article 2 for each shipment of hazardous waste leaving the work site. All waste shall leave the project site by the end of the project. Only The PROJECT MONITOR shall sign as the generator on manifests

APPENDIX A

CERTIFICATE OF WORKER'S ACKNOWLEDGMENT

PROJECT NAME: _____ DATE: _____

PROJECT ADDRESS: _____

CONTRACTOR'S NAME: _____

Working with asbestos can be dangerous. Inhaling asbestos fibers has been linked with various types of cancer. If you smoke and inhale asbestos fibers the chance that you will develop lung cancer is greater than that of the non-smoking public.

Your employer's contract with the City for the above project requires that: You be supplied with the proper respirator and be trained in its use. You be trained in safe work practices and in the use of the equipment found on the job. You receive a medical examination. These things are to have been done at no cost to you.

RESPIRATORY PROTECTION: You must have been trained in the proper use of respirators, and informed of the type respirator to be used on the above referenced project. You must be given a copy of the written respiratory protection manual issued by your employer. You must be equipped at no cost with the respirator to be used on the above project.

TRAINING COURSE: You must have been trained in the dangers inherent in handling asbestos and breathing asbestos dust and in proper work procedures and personal and area protective measures. The topics covered in the course must have included the following:

- Physical characteristics of asbestos
- Health hazards associated with asbestos
- Respiratory protection
- Use of protective equipment
- Pressure Differential Systems
- Work practices including hands on or on job training
- Personal decontamination procedures
- Air monitoring, personal and area

MEDICAL EXAMINATION: You must have had a medical examination within the past 12 months at no cost to you. This examination must have included: health history, pulmonary function tests and may have included an evaluation of a chest x ray.

By signing this document you are acknowledging only that the City has advised you of your rights to training and protection relative to your employer, the ABATEMENT CONTRACTOR.

Signature: _____ Social Security No.: _____

Printed Name: _____

Witness (print): _____ Witness Signature: _____

APPENDIX B
CERTIFICATION OF VISUAL INSPECTION

Project # _____ Date: _____ Location: _____

Contractor: _____

The contractor hereby certifies that he/she has visually inspected the Work Area (all surfaces including pipes, counters, ledges, walls, ceiling and floor, behind critical barriers, sheet plastic, etc.) and has found no dust, debris or residue.

by: (Signature): _____ Date: _____

(Print Name): _____

(Company Name): _____

(Print Title): _____

CITY ALMP REPRESENTATIVE

The City ALMP Representative hereby certifies that he has accompanied the contractor on his/her visual inspection and verifies that this inspection has been thorough and to the best of his/her knowledge and belief, the contractor's certification above is a true and honest one.

by: (Signature): _____ Date: _____

(Print Name): _____

WORK AREA

Location: _____

Room: _____

Hazard Reduction Performed:

APPENDIX C
SUMMARY OF ASBESTOS RESULTS

Sample #	Material	Location	Condition	Asbestos (%)
7237-B-07	Penetration Mastic	Roof	Intact	5% Chrysotile
7237-B-08	Penetration Mastic	Roof	Intact	5% Chrysotile
7237-B-09	Penetration Mastic	Roof	Intact	5% Chrysotile



THE CITY OF SAN DIEGO



**LEAD CONTAINING MATERIALS AND UNIVERSAL WASTE
ABATEMENT SPECIFICATION
for
HEX BUILDING
CLEARANCE ACTIVITY
MAY 3, 2016**

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I. GENERAL REQUIREMENTS

A. DESCRIPTION OF WORK

ABATEMENT CONTRACTOR shall supply all labor, transportation, material, apparatus, and equipment for the removal, and disposal of lead containing materials and universal waste to be impacted as a result of this project, as identified in Appendix C of this section.

ABATEMENT CONTRACTOR shall be responsible for ensuring the building will not be contaminated with lead containing materials or universal waste during work and shall be responsible for any clean-up determined necessary by City of San Diego's PROJECT MONITOR.

Before submitting his/her bid, the ABATEMENT CONTRACTOR shall visit the project site and verify the location of the lead containing materials and universal waste that will be removed under the terms and conditions of the contract and this specification.

All waste collected must be stored in sealable drum containers (not in bags).

Abatement work shall be performed within agreed upon hours submitted prior to project start which will not include designated City holidays.

Before the beginning of abatement work the ABATEMENT CONTRACTOR shall hold a safety construction meeting with all abatement supervisors, workers, and other contractors on-site that provides an overview of the accepted work plan, decontamination procedures specific to this project (decontamination procedures shall be on paper with copies for all present), and disposal plan for this project. Meeting shall include the PROJECT MONITOR and any other designated City representative.

B. CONTRACTOR USE OF THE PREMISES

All site rules and regulations affecting the work should be complied with while engaged in project activities. The existing building should be maintained in a safe condition throughout the abatement activities. The ABATEMENT CONTRACTOR will be responsible for adhering to all applicable building codes and fire safety requirements.

All public areas will be kept free of accumulated waste, materials, rubbish, and debris.

C. PROJECT COORDINATION

It will be the responsibility of the ABATEMENT CONTRACTOR to coordinate all site activities with the City's Asbestos & Lead Management Program's (ALMP) PROJECT MONITOR including any meetings, surveys, special reports, and site usage limitations.

D. PROJECT SUBMITTALS

The ABATEMENT CONTRACTOR shall not commence any work until approval has been given from the City. The ABATEMENT CONTRACTOR shall submit the following at least 60 days prior to commencement of any lead and universal waste abatement activities:

Lead and Universal Waste Abatement Work Plan:

- a) Submit a detailed job-specific plan that includes:
 - (1) The procedures proposed to comply with the requirements of this specification and all applicable regulations.
 - (2) Detailed drawings that identify the location, size, layout and details of the Work Areas, any equipment, disposal storage, restrooms, and worker decontamination facilities.
 - (3) The sequencing of abatement work and the interface of trades involved in the performance of work. Provide a time line that details each major phase of work activity and anticipated time it will occur.
 - (4) The methods to be used to assure the safety of occupants and visitors to the site.
 - (5) A description of methods to be used to control dispersion of hazardous materials to the interior and exterior of the building.
 - (6) The method of removal to minimize dust generation in the Work Area.
- b) Work site coordination submittals including:
 - (1) Contingency and Spill Plan: Prepare a contingency plan for emergencies including fire, accident, power failure, or any other event that may require modification or abridgement of decontamination or Work Area isolation procedures. Include in plan specific procedures for decontamination or Work Area isolation. Plan should be specific for all types of hazardous materials or situations specific to this work site. Note that nothing in this specification should impede safe exiting or providing of adequate medical attention in the event of an emergency.
 - (2) Telephone numbers and locations of emergency services including but not limited to fire, ambulance, doctor, hospital, police, power company, telephone company.

Notifications:

- c) Prior to any abatement activities the ABATEMENT CONTRACTOR must submit a CDPH Form 8551 (Abatement of Lead Hazards Notification) to the Compliance and Enforcement Unit of the CLPPB. The Form

8551 must be posted at the entrances to the property at least 5 days prior and during abatement activities.

- d) Submit Cal/OSHA pre-job notification for lead-related construction work per Title 8 CCR 1532.1 subsection (p), "Lead-Work Pre-Job Notification".
- e) Permits, notifications, and licenses needed to perform work (including hazardous waste hauler's registration)
- f) Notify emergency service agencies including fire, ambulance, police or other agency that may service the abatement work site in case of an emergency. Notification is to include methods of entering Work Area, emergency entry and exit locations, modifications to fire notification or fire-fighting equipment, and other information needed by agencies providing emergency services.
- g) Notifications of Emergency: Any individual at the job site may notify emergency service agencies if necessary without effect on this contract or the Contract Sum.
- h) Provide submittal identifying person responsible for responding to project site emergencies twenty-four hours a day, seven days a week.

ABATEMENT CONTRACTOR qualifications and personnel information submittals that include but are not limited to:

- i) Provide all staff names, certifications, and experience. Identify their duties and responsibilities on this project. ABATEMENT CONTRACTOR shall have the following minimum levels of qualified supervision on the project site:

(1) General Superintendent: Provide a full-time General Superintendent who is experienced in administration and supervision of lead abatement projects including work practices, protective measures for building and personnel, disposal procedures, etc. This person is the ABATEMENT CONTRACTOR's representative responsible for compliance with all applicable federal, state and local regulations and guidelines, particularly those relating to lead abatement and hazardous waste. Should, in the opinion of the OWNER, any language barrier exist between the on-site superintendent and the OWNER or PROJECT MONITOR, the ABATEMENT CONTRACTOR shall employ a qualified full-time interpreter or provide a new on-site superintendent at no additional cost to the OWNER. Shall be CDPH certified as a Lead Supervisor.

(2) Foreman: Provide a full time Foreman to directly supervise and direct no more than 10 lead workers. Each Foreman will act as the Competent Person for the workers the foreman is directing. The Foreman has oversight authority over the workers and reports to the General Superintendent. If there are 10 or fewer abatement workers

on the project the General Superintendent may fill the Foreman's position. Shall be CDPH certified as a Lead Supervisor.

(3) Experience and Training: The General Superintendent and foreman shall meet all the training requirements as a Supervisor in accordance with Title 17, California Code of Regulations, Division 1, Chapter 8. They shall also have experience with projects of similar types and sizes.

(4) Workers: All abatement workers shall have current certifications as a Lead Worker in accordance with Title 17, California Code of Regulations, Division 1, Chapter 8.

(5) Certificate of Worker's Acknowledgment: Submit an original signed copy of the Certificate of Worker's Acknowledgment found in Appendix A of this section, for each worker and supervisor who is to be at the job site or enter the Work Area.

- j) Identify state licensed transporter, disposal location, and associated permits for all hazardous waste.
- k) Submit respiratory protection information and air monitoring data as per the following:
 - (1) Operating Instruction: Submit complete operating and maintenance instructions for all components and systems as a whole. Submittal is to be in bound manual form suitable for field use.
 - (2) Respiratory Protection Program: Submit ABATEMENT CONTRACTOR's written respiratory protection program manual as required by 8 CCR 1531 and 5144.
 - (3) Respiratory Protection Schedule: Submit level of respiratory protection intended for each operation required by the project.
 - (4) Copies of current respirator fit test: Fit tests must be performed every 6 months.
- l) Submit doctor's report from medical examination conducted within the last 12 months as part of compliance with OSHA medical surveillance requirements for each worker who is to enter the Work Area. Submit, at a minimum, the following for each worker:
 - (1) Name and Social Security Number
 - (2) Copies of Blood Lead Levels and Zinc Protoporphyrin tests
 - (3) Physicians Written Opinion from examining physician including at a minimum the following:

(a) Whether worker has any detected medical conditions that would place the worker at an increased risk of material health impairment from exposure to lead. Any recommended limitations on the worker or on the use of personal protective equipment such as respirators.

(b) Statement that the worker has been informed by the physician of the results of the medical examination and of any medical conditions that may result from lead exposure.

- m) Submit a notarized certification, signed by an officer of the ABATEMENT CONTRACTOR firm that exposure measurements, medical surveillance, and worker training records are being kept in conformance with 8 CCR 1529.
- n) Identify the laboratory that will be performing the analysis of the personal samples and provide their accreditation. Also discuss the method by which the ABATEMENT CONTRACTOR will provide the analytical results to the PROJECT MONITOR within 24 hours of sampling completion.

Submit the following during and at the completion of the work

- o) Copies of all Waste Shipment Records
- p) Copies of all air monitoring results within 24 hours

At the end of a project, the ABATEMENT CONTRACTOR shall submit the following to the PROJECT MONITOR:

- q) Personal Air Sample Results
- r) Copies of Project Daily Logs
- s) Containment Entry/Exit Logs
- t) Waste Disposal Documentation
- u) Certificate of Visual Inspection

E. SCHEDULES AND REPORTS

Prior to each phase of project, the ABATEMENT CONTRACTOR shall provide the City with a tentative time line which outlines the project schedule. These documents will be reviewed and approved by the City prior to the commencement of work.

F. PRODUCT DATA

The ABATEMENT CONTRACTOR shall submit product information that is to be used during the abatement activities prior to commencement of work (i.e., encapsulants). General information required includes manufacturer's standard printed

recommendations for application and use, compliance with recognized standards of trade association and testing agencies, and safety data sheets (SDSs).

Polyethylene sheet

- a) A single polyethylene film in the largest sheet size possible to minimize seams, 4.0 or 6.0 mil thick as indicated, and clear, frosted, or black as indicated.
- b) Provide flame resistant polyethylene film that conforms to requirements set forth by the National Fire Protection Association Standard 701, Small Scale Fire Test for Flame-resistant Textiles and Films. Provide largest size possible to minimize seams, 4.0 or 6.0 mil thick as indicated, and frosted or black as indicated.
- c) Reinforced Polyethylene Sheet: Where plastic sheet is the only separation between the Work Area and building exterior, provide translucent, nylon reinforced, laminated, flame resistant, polyethylene film that conforms to requirements set forth by the National Fire Protection Association Standard 701, Small Scale Fire Test for Flame-resistant Textiles and Films. Provide largest size possible to minimize seams, 4.0 or 6.0 mil thick as indicated, frosted or black as indicated.

Tape

- d) Provide duct tape in 2" or 3" widths as indicated, with an adhesive which is formulated to stick aggressively to sheet polyethylene.

Spray adhesive

- e) Provide spray adhesive in aerosol cans which is specifically formulated to stick tenaciously to sheet polyethylene.

G. PROJECT CLOSE-OUT

Upon completion of work and prior to payment, the PROJECT MONITOR will proceed with an initial inspection of the abatement work area. A Certificate of Visual Inspection (Appendix B) will be signed by both the ABATEMENT CONTRACTOR and PROJECT MONITOR. The ABATEMENT CONTRACTOR will not be paid until the area meets the established project-specific clearance criteria and has submitted the required information.

II. DEFINITIONS

- A. **ABATEMENT:** Any set of measures designed to permanently eliminate lead based paint hazards including paint removal, building component removal, or near-permanent enclosure of lead based paint hazards.
- B. **ABATEMENT CONTRACTOR:** The designated sub-contractor performing the required abatement work outlined in this specification.

- C. ACCREDITED or ACCREDITATION (when referring to a person or laboratory): A person or laboratory accredited in accordance with section 206 of Title II of the Toxic Substances Control Act (TSCA).
- D. ACTION LEVEL: An 8-hour time weighted average (TWA) lead airborne concentration of 30 µg/m³.
- E. AIR MONITORING: The process of measuring the lead content of a specific volume of air.
- F. AUTHORIZED VISITOR: The Owner, the Owner's Representative, testing lab personnel, the Architect/Engineer, emergency personnel or a representative of any federal, state and local regulatory or other agency having authority over the project.
- G. BARRIER: Any surface that seals off the work area to inhibit the movement of dust.
- H. BREATHING ZONE: A hemisphere forward of the shoulders with a radius of approximately 6 to 9 inches.
- I. CONTAINMENT: A process for protecting both workers and environment by controlling exposures to lead dust and debris created during abatement.
- J. CONTAMINATE: Refers to lead-containing dust/debris.
- K. DEMOLITION: The wrecking or taking out of any building component, system, finish or assembly of a facility together with any related handling operations.
- L. DISPOSAL BAG: A properly labeled 6 mil thick leak tight plastic bags used for transporting lead waste from work site to disposal site.
- M. ENCAPSULATION: Any covering or coating that acts as a barrier between lead based paint and the environment and that relies on adhesion and the integrity of the existing paint bonds between layers and with the substrate for its durability.
- N. ENCLOSURE: The use of rigid durable construction materials that are mechanically fastened to the substrate in order to act as a barrier between lead based paint and the living or work space.
- O. HEPA FILTER: A high Efficiency Particulate Air (HEPA) filter capable of trapping and retaining 99.97% of all mono-dispersed particles greater than 0.3 microns in diameter or larger.
- P. HEPA FILTER VACUUM COLLECTION EQUIPMENT (or vacuum cleaner): High efficiency particulate air filtered vacuum collection equipment with a filter system capable of collecting and retaining lead.
- Q. HIGH PHOSPHATE DETERGENT: Detergent which contains at least 5% tri sodium phosphate.
- R. LEAD: Means metallic lead, all inorganic lead compounds, and organic lead soaps.

- S. LEAD-BASED PAINT (LBP): For purposes of this project, LBP refers to the materials identified in these specifications as having paint or coatings that contains lead.
- T. LEAD-RELATED CONSTRUCTION SUPERVISOR: Means an individual who is responsible for implementing lead-related construction work and enforcing work practices. This person must have received certification as a lead-related construction Supervisor.
- U. LEAD-RELATED CONSTRUCTION WORK: Means any construction, alteration, painting, demolition, salvage, renovation, repair, or maintenance of a building, including preparation and cleanup, by disturbing lead-containing material that may result in exposure of individuals to lead.
- V. LEAD-RELATED CONSTRUCTION WORKER: Means any individual who performs lead-related construction work in a building under the direction of lead-related construction Supervisor, and has received certification as a lead-related construction Worker.
- W. OWNER: Refers to the City of San Diego
- X. PAINT FILM STABILIZATION: The process of using wet scraping, priming, and repainting a deteriorated lead based paint film in a dwelling including clean-up and clearance.
- Y. PAINT REMOVAL: A strategy of abatement which entails removing lead based paint form surfaces of components using chemicals, heat guns below 11000F, and certain contained abrasive methods but not open flame burning, open abrasive blasting, sandblasting, water blasting, extensive dry scraping, or methylene chloride removers.
- Z. PERMISSIBLE EXPOSURE LIMIT (PEL): An 8-hour TWA lead airborne concentration of 50 µg/m3.
- AA. PERSONAL MONITORING: Sampling of contaminant concentrations within the breathing zone of an employee.
- BB. PROJECT MONITOR: City of San Diego Asbestos & Lead Management Program staff or their designated consultant.
- CC. PROTECTION FACTOR: The ratio of the ambient concentration of an airborne substance to the concentration of the substance inside the respirator at the breathing zone of the wearer. The protection factor is a measure of the degree of protection provided by a respirator to the wearer.
- DD. RRP: EPA's Renovation, Repair and Painting certification that requires contractor training and lead-safe work practices when performing renovation type activities in housing built prior to 1978.

- EE. REPLACEMENT: A strategy of abatement which entails the removal of components such as windows, doors, and trim that have lead painted surfaces and installing new components free of lead paint.
- FF. RESPIRATOR: A device designed to protect the wearer from the inhalation of harmful contaminants.
- GG. TESTING LABORATORIES: A "testing laboratory" is an entity engaged to perform specific inspections or tests, either at the project site or elsewhere, and to report on, and, if required, to interpret results of, those inspections or tests.
- HH. TIME-WEIGHTED AVERAGE (TWA): The average concentration of a contaminant in air during a specific time period.
- II. TRIGGER TASKS: Work tasks that require an employer to assume specified employee exposures until the employer has performed an exposure assessment [see T8CCr, 1532.1 (d) (2)].
- JJ. UNIVERSAL WASTE: Hazardous wastes including but not limited to: fluorescent lamps, mercury thermostats, and other mercury containing equipment.
- KK. WET CLEANING: The process of eliminating lead contamination from building surfaces and objects by using cloths, mops, or other cleaning utensils which have been dampened with amended water or diluted removal encapsulant and afterwards thoroughly decontaminated or disposed of appropriately.
- LL. WORK AREA: The area where abatement work operations are performed which is defined and/or isolated to prevent the spread of contamination, and entry by unauthorized personnel.

III. SITE WORK

A. INTRODUCTION

This portion of the specification describes procedures and protocols for abatement activities. The protocols/procedures described hereafter are in accordance with federal/state/local requirements. In the absence of these requirements, the procedure/protocols are based on current industry standards.

B. BACKGROUND INFORMATION

Sampling of building materials has been performed by inspectors from the City's Asbestos and Lead Management Program (ALMP) and has been provided in Appendix C of this specification.

C. GENERAL INFORMATION

Potential Hazards

The disturbance of lead containing materials and universal waste may cause exposure to workers and building occupants. All workers, supervisory personnel,

subcontractors, and consultants who will be at the job site, need to be apprised of the seriousness of the hazard and of proper work practices which must be followed to minimize exposure. The procedures and methods described herein must be followed and the ABATEMENT CONTRACTOR must comply with all applicable federal/state/local requirements.

Stop Work

If the PROJECT MONITOR presents a verbal or written stop work order, the ABATEMENT CONTRACTOR shall immediately and automatically stop all work. Recommencement of the work may not begin until authorized by the PROJECT MONITOR.

D. PROJECT ADMINISTRATION

Certified Supervisor

The ABATEMENT CONTRACTOR needs to provide a full-time lead abatement supervisor who is experienced in administration and supervision of lead abatement projects including work practices, protective measures for building and personnel, disposal procedures, etc. This supervisor must have a current CDPH Lead Supervisor certificate. This person will act as the competent person on the job.

In addition, all employees working on the project must have current CDPH Lead Worker certification.

E. SPECIAL REPORTS

Reporting Unusual Events

When an event of unusual and significant nature occurs at the site (e.g., a spill of lead debris, failure of special equipment used to contain lead), the ABATEMENT CONTRACTOR shall prepare and submit a special report listing the chain of events, persons participating, response by Contractor's personnel, evaluation of results, and other pertinent information.

Reporting Accidents

The ABATEMENT CONTRACTOR shall prepare and submit reports of significant accidents at the subject site. Pertinent data and actions need to be recorded. In addition, response actions should comply with industry standards. For this purpose, a significant accident is defined to include events where personal injury or property loss of substance is sustained, or where the event posed a significant threat of loss or personal injury or potential environmental contamination.

F. COMPLIANCE WITH CODES AND REGULATIONS

Except to the extent that more explicit, or more stringent requirements are written directly into this Abatement Contract/Specification, all applicable codes, regulations, and standards have the same force and effect (and are made a part of the contract

documents by reference) as if copied directly into the contract documents, or as if published copies are bound herewith.

The ABATEMENT CONTRACTOR will assume full responsibility and liability for the compliance with all applicable federal/state/local regulations pertaining to work practices, protection of workers, and visitors to the site, persons occupying areas adjacent to the site, hauling, and disposal of waste. The ABATEMENT CONTRACTOR shall hold the City and its representative harmless for the ABATEMENT CONTRACTOR's failure to comply with any applicable work, hauling, disposal, safety, health, or other regulation on the part of itself, its employees, or its subcontractors, State requirements which govern lead hazard control activities or hauling and disposal of hazardous waste include, but are not limited to, the following:

- a) California Occupational Safety and Health Administration (Cal/OSHA):
 - (1) Division of Industrial Safety; Chapter 4
 - (2) 8CCR, Section 1532.1, Lead in Construction
 - (3) 8CCR, Section 5194, Hazard Communication Standard
 - (4) 8CCR, Section 1531, Construction Respiratory Protection Standard
 - (5) 8CCR, Section 1514, Construction Personal Protective Equipment
 - (6) 8CCR, Section 1509, Construction Injury Illness Prevention Program
 - (7) 8CCR, Section 6003-4, Accident Prevention Signs and Tags
 - (8) 8CCR, Section 3204, Access to Employee Exposure Medical Records
- b) California Environmental Protection Agency (Cal/EPA):
 - (1) 22CCR, Division 4.5, Environmental Health Standards for the Management of Hazardous Waste.
- c) California Department of Public Health (CDPH):
 - (1) 17CCR, Division 1, Chapter 8, Accreditation of training providers and interim certification of individuals engaged in lead-related construction work.

Federal requirements which govern lead hazard control activities or hauling and disposal of hazardous waste include, but are not limited to, the following:

- d) Federal Environmental Protection Agency (FED/EPA):
 - (1) Hazardous Waste Standards, 40 Code of Federal Regulations (CFR), Part 261
 - (2) EPA Renovate, Repair, Painting (RRP), 40 CFR 745, Subpart E.

- e) U.S. Department of Transportation (DOT):
 - (1) Hazardous Substances, 49CFR, Parts 171 through 180
- f) American National Standards Institute, Inc. (ANSI):
 - (1) Z9.2-79 Fundamentals Governing the Design and Operation of Local Exhaust
 - (2) Z88.2-80 Practices of Respiratory Protection
- g) Department of Housing and Urban Development (HUD):
 - (1) Guidelines for the Evaluation and Control of Lead Based Paint Hazards in Housing (most current draft or final copy)

In addition, the ABATEMENT CONTRACTOR must comply with any applicable regulations promulgated as a result of Title X, the Residential Lead Based Paint Hazard Reduction Act and Title IV, Lead Exposure Reduction Act.

Local requirements which govern lead hazard control activities include, but are not limited to, the following:

- h) Air Pollution Control District (APCD) - San Diego County
 - (1) APCD Rules and Regulations, Rule 51 (Public Nuisance), Rule 10-11 (permitting of equipment)
- i) San Diego Municipal Code §54.1001 etc. seq.
 - (1) Prevents, identifies and remedies lead hazards within the City of San Diego

G. PERMITS AND LICENSES

The ABATEMENT CONTRACTOR shall submit to the City in the bid submittal any permits or licenses necessary to carry out this work.

Permits

A valid Hazardous Waste Hauler registration is required for transporting any hazardous waste. Certain types of equipment require APCD permits (e.g., abrasive blasters).

Licenses

The ABATEMENT CONTRACTOR must be certified by the California Contractors State License Board. The Contractor, or its subcontractor, shall have current licenses, as

required by all applicable state or local jurisdictions for the removal, transportation, disposal, or other regulated activity relative to the work described in this plan.

H. HEALTH AND SAFETY

This section describes the equipment and procedures required for protecting workers from Lead or Universal Waste contamination and other workplace hazards. Provide worker protection as required by the most stringent OSHA and/or EPA standards applicable to the work.

Training

- a) ABATEMENT CONTRACTOR workers shall be trained in accordance with 8CCR, Section 1532.1 (lead). In addition, workers and supervisors must be lead-trained and have certification for lead-related work from the California Department of Public Health (CDPH).
- b) Workers must be provided with initial biological monitoring (blood sampling) if they are occupationally exposed on any day to lead at or above the Action Level (AL). Employees must be provided with biological monitoring and a medical examination if they are occupationally exposed to lead above the action level for more than 30 days in any consecutive 12 month period. Periodic biological monitoring and medical examinations must be performed according to the schedule and criteria specified in T8CCR, Section 1532.1(j). In addition, employees performing "trigger" tasks must be included in biological monitoring and/or medical examinations based on their assumed exposure. In the absence of specific airborne exposure data, medical surveillance will need to be provided for all workers.
- c) At a minimum, examinations shall meet all requirements as set forth in T8CCR, Section 1532.1. Furthermore, if an employee's blood levels are at or above 20µg/dl they will not be allowed to work on the project and shall be medically removed until two consecutive blood lead tests show the employee's blood lead level under 15µg/dl.
- d) In addition, evaluations of each individual's ability to work in environments capable of producing heat stress in the worker should be completed. Employees who wear respirators must be medically evaluated.

Protective clothing

- e) Coveralls: Provide disposable "full body" coveralls and disposable head covers, and require that they be worn at all times by all workers in the Work Area. Provide a sufficient number for all required changes, for all workers in the Work Area.
- f) Boots: Provide work boots with non-skid soles, and where required by OSHA, foot protection for all workers. Provide boots at no cost to workers. Do not allow boots to be removed from the Work Area for

any reason, after being contaminated with lead containing material. Thoroughly clean, decontaminate and bag boots before removing them from Work Area at the end of the work.

- g) Hard Hats: Provide head protection (hard hats) as required by OSHA for all workers, and provide 1 spare for use by Owner's Representative, Project Administrator, and Owner. Require hard hats to be worn at all times that work is in progress that may potentially cause head injury. Provide hard hats of the type with plastic strap suspension. Require hats to remain in the Work Area throughout the work. Thoroughly clean, decontaminate and bag hats before removing them from Work Area at the end of the work.
- h) Goggles: Provide eye protection (goggles) as required by OSHA for all workers involved in scraping, spraying, or any other activity which may potentially cause eye injury. Thoroughly clean, decontaminate and bag goggles before removing them from Work Area at the end of the work.
- i) Gloves: Provide work gloves to all workers and require that they be worn at all times in the Work Area. Do not remove gloves from Work Area and dispose of as lead contaminated waste at the end of the work.

Respirators

j) Air Purifying Respirators

- (1) Respirator Bodies: Provide half face or full face type respirators based upon appropriate protection factor as determined by the ABATEMENT CONTRACTORS competent person.
- (2) Filter Cartridges: Provide, at a minimum, HEPA type filters labeled with NIOSH and MSHA Certification for "Radionuclides, Radon Daughters, Dust, Fumes, Mists including Lead Containing Dusts and Mists" and color coded in accordance with ANSI Z228.2 (1980). In addition, a chemical cartridge section may be added, if required, for solvents, etc., in use. In this case, provide cartridges that have each section of the combination canister labeled with the appropriate color code and NIOSH/MSHA Certification.
- (3) Non permitted respirators: Do not use single use, disposable or quarter face respirators.
- (4) Require that respiratory protection be used at all times when there is any possibility of disturbance of lead containing or other hazardous materials whether intentional or accidental.
- (5) Require that a respirator be worn by anyone in a Work Area at all times, regardless of activity, during a period that starts with any

operation which could cause airborne dust until the area has been cleared for re occupancy.

(6) Regardless of Airborne Levels: Require that the minimum level of respiratory protection used be half face air purifying respirators with high efficiency filters.

k) Fit testing

(1) Initial Fitting: Provide initial fitting of respiratory protection during a respiratory protection course of training. Only allow an individual to use respirators for which training and fit testing has been provided.

(2) Upon Each Wearing: Require that each time an air purifying respirator is put on it be checked for fit with a positive and negative pressure fit check in accordance with the manufacturer's instructions or ANSI Z88.2 (1980).

l) Respirators, disposable coveralls, head covers, and foot covers shall be provided by the ABATEMENT CONTRACTOR for the City of San Diego's Asbestos and Lead Management Program's PROJECT MONITOR, and other authorized representatives who may inspect the job site. Provide two (2) respirators and six (6) complete coveralls and, where applicable, six (6) respirator filter changes per day.

Materials and Equipment

m) Only material and equipment that are recognized as being suitable for the intended use, by compliance with appropriate standards, may be used.

Water Service

n) The ABATEMENT CONTRACTOR will be able to obtain water services from on-site facilities. The City will designate the facilities from which water service may be obtained.

Electrical Services

o) The ABATEMENT CONTRACTOR will be able to obtain electrical services from on-site facilities. The City will designate the facilities from which electrical services may be obtained. The ABATEMENT CONTRACTOR shall provide their own electrical hook-ups, i.e. spider boxes, ground fault circuit interrupter (GFCI) etc. and installed by a licensed electrician.

p) The electrical services need to comply with the applicable NEMA, NECA, and UL standards, and governing regulations for materials and lay-out of temporary electrical services.

Sanitary Facilities

- q) The ABATEMENT CONTRACTOR shall provide sanitary facilities on-site if none have been made available by the City.

Fire Extinguisher

- r) Applicable recommendations of the National Fire Protection Association (NFPA) Standard 10, "Standard for Portable Fire Extinguishers," must be complied with by the Contractor. Fire extinguishers need to be located where they are most convenient and effective for their intended purpose, but not less than one (1) extinguisher in each work area, the equipment room, outside/work areas, and in the clean room.

First Aid

- s) The ABATEMENT CONTRACTOR will need to provide first aid supplies which should comply with the governing regulations and recognized recommendations within the construction industry.

I. WORK AREA PROCEDURES

General guidelines for performing lead hazard control activities are presented in this section and are based on procedures established by HUD for residential settings. Due to the difference between residential settings and commercial buildings, these procedures will be modified on a case-by-case basis.

Require that workers NOT eat, drink, smoke, chew tobacco or gum, or apply cosmetics in the Work Area.

ABATEMENT CONTRACTOR shall secure work area from access by public, staff or users of the area. Accomplish this where possible, by locking doors, gates, or other means of access to the area.

Barricade fencing is required for securing an outside area from unauthorized access. Work area delineation shall occur at no less than twelve feet (12') from the radius of the work and/or building. Yellow caution tape shall not be used.

All windows, vents, mechanical systems, etc., in close proximity to the abatement area shall be sealed with plastic and tape by the ABATEMENT CONTRACTOR prior to the work beginning.

Warning signs for lead shall be posted as per 8CCR, Section 1532.1(m).

A visitor entry and exit-log, and an employee daily sign-in log will be maintained throughout the lead hazard control activities. The ABATEMENT CONTRACTOR shall

be responsible for the project site security during the operations in order to protect work efforts and equipment.

J. REMOVAL OF LEAD CONTAINING MATERIALS AND UNIVERSAL WASTE

Lead containing materials shall be adequately wetted with water or a removal encapsulant before and during removal process, to reduce dust emission.

The ABATEMENT CONTRACTOR should exercise caution in using water, as he will be solely responsible for any water damage to the facility resulting from the work.

ABATEMENT CONTRACTOR is responsible for keeping all hazardous debris within the containment area at all times throughout removal. Any interior contamination, if created, is the responsibility of the ABATEMENT CONTRACTOR to clean with no additional cost to this contract.

ABATEMENT CONTRACTOR shall ensure there is no loose debris around the Work Area during the removal and if found, ABATEMENT CONTRACTOR shall clean the area immediately.

K. CLEANING

Daily cleaning includes removing large and small debris, HEPA vacuuming horizontal surfaces, wet mopping, and then HEPA vacuuming horizontal surfaces, and possible exterior cleaning.

Final cleaning must occur no sooner than one (1) hour after lead hazard control activities are finished. All plastic should be misted, cleaned, and folded toward the center to trap any remaining dust. The order of removal should be upper plastic, the first layer of floor plastic, vent and door plastic, the second layer of floor plastic, and finally plastic separating contaminated from non-contaminated areas. Then the entire area should be cleaned using a HEPA vacuum/wet wash/HEPA vacuum cycle. This should be from ceiling to floor. Paint or otherwise seal treated surfaces with the

exception of interior floors (floors will be sealed after clearance). The Supervisor should perform an inspection for visible dust and debris.

Additional cleaning cycles may be necessary for porous surfaces, and difficult to clean surfaces (crevices). Failure to meet clearance criteria will require additional cleaning.

L. DECONTAMINATION PROCEDURE

Prior to leaving the Work Area, HEPA vacuum outer suit completely and remove, turning it inside out while doing so.

Proceed to decontamination area where the second suit is to be removed while turning it inside out.

After wiping all areas and respirator, remove respirator and wipe facial area clean.

Place contaminated suits, towels, and respirator cartridges in a properly labeled waste containers.

At the completion of the project, boots, hard hats, and goggles should be decontaminated and bagged prior to removal from the Work Area.

Equipment leaving the Work Area should be HEPA vacuumed and wet wiped.

M. CLEARANCE

Clearance must be performed by a California Department of Public Health Certified Lead PROJECT MONITOR. It will not be performed by the ABATEMENT CONTRACTOR (although the ABATEMENT CONTRACTOR may perform their own clearance testing). Clearance testing must occur no sooner than one (1) hour after final cleaning. It consists of two steps; visual examination and possibly environmental sampling (dust and/or soil sampling).

a) Visual Examination for Determination of Completed Work:

(1) This is a determination that the work specified in the scope of work has been completed satisfactorily. For surfaces that are to be re-painted, it is important this examination occurs prior to the re-painting (to determine that either all the paint has been removed [abatement] or that the deteriorated paint has been stabilized [interim controls]). Next the surfaces should be examined for settled dust and debris. If dust or debris is visually noted, the ABATEMENT CONTRACTOR will be asked to re-clean prior to samples being collected.

(2) If no such dust/debris is found, the independent consultant or PROJECT MONITOR will complete a Certificate of Visual Inspection (Appendix B) for the area or for multiple areas. The Certified Supervisor will also sign this Certificate. The completed form should be submitted to the City at the end of the project.

Environmental Sampling:

- b) The number and location of dust and/or soil samples will be determined on a case-by-case basis. The clearance criterion to be used is shown in the table below:

Surface Level

(1)	Interior Floors	40 µg/ft ²
(2)	Interior Window Sills	250 µg/ft ²
(3)	Exterior Horizontal Surfaces	400 µg/ft ²
(4)	Exterior Soil*	1000 µg/ft ²
(5)	Soil in Play Areas*	400 µg/ft ²

- c) Re-cleaning, at the Contractor's expense, will be required for surfaces that do not pass clearance criteria.
- d) The cost for additional tests, which may be required as a result of samples failing to meet the release criteria, shall be paid for the Contractor. This cost shall include all costs associated with sample analysis and collection of additional samples, including Consultant fees.

* Soil may not be impacted as a part of the proposed work but if contamination occurs then levels shall be used for clearances. ABATEMENT CONTRACTOR may take background soil samples to determine the pre-existing soil conditions.

N. TRANSPORTATION AND DISPOSAL

Waste minimization

- a) The ABATEMENT CONTRACTOR is required to make all reasonable efforts to minimize the amount of hazardous waste generated from this project.

Waste characterization

- b) The ABATEMENT CONTRACTOR shall test any potential hazardous waste generated in accordance with 22 CCR Division 4.5 within ten (10) days and/or prior to the end of the project to determine if it is hazardous waste and requires disposal. All paint chips will be considered hazardous waste and do not require testing. Components with lead paint that has been stabilized shall have a hazardous waste determination made prior to sending to a landfill.

Pre-transportation requirements

- c) Any packaging used to ship hazardous waste off site such as a container, roll-off bin, tank or other device, must comply with 49 CFR Parts 173, 178, 179 and be labeled and prepared for transportation in accordance with 22 CCR Article 3.

- d) The hazardous waste label must be affixed and filled out when the first amount of hazardous waste is placed in the container. The label must include the initial accumulation date.
- e) All additional pre-transportation labeling, marking or placarding must be conducted prior to transporting off site and in accordance with 22 CCR Chapter 12, Article 3.

All containers and tanks of hazardous waste must be managed in a way which minimizes the threat of fire, explosion, or any unplanned sudden or non-sudden release of hazardous waste to the air, soil or surface water which could threaten human health or the environment. Management techniques include containment areas capable of holding the contents of largest container within the containment area. Properly store and secure waste at all times. Do not leave hazardous waste in uncovered or unlocked trucks or dumpsters.

A hazardous waste manifest will be completed in accordance with 22 CCR Chapter 12, Article 2 for each shipment of hazardous waste leaving the work site. All waste shall leave the project site by the end of the project. Only The PROJECT MONITOR employees shall sign as the generator on manifests.

Disposal of the lead related hazardous wastes shall be by incineration unless otherwise specified by the ALMP.

APPENDIX A

CERTIFICATE OF WORKER'S ACKNOWLEDGMENT

PROJECT NAME: _____ DATE: _____

PROJECT ADDRESS: _____

CONTRACTOR'S NAME: _____

Working with lead can be dangerous. Inhaling and ingesting lead dust can cause an increase in blood lead levels which can lead to adverse health effects such as kidney damage, elevated blood pressure or infertility.

Your employer's contract with the City for the above project requires that: You be supplied with the proper respirator and be trained in its use. You be trained in safe work practices and in the use of the equipment found on the job. You receive a medical examination. These items are to have been done at no cost to you.

RESPIRATORY PROTECTION: You must have been trained in the proper use of respirators, and informed of the type respirator to be used on the above referenced project. You must be given a copy of the written respiratory protection manual issued by your employer. You must be equipped at no cost with the respirator to be used on the above project.

TRAINING COURSE: You must be licensed by the California Department of Public Health for Lead Hazard Control and be able to provide onsite documentation of training. You should have been trained in the dangers inherent in handling lead and breathing and ingesting lead dust and in proper work procedures and personal and area protective measures. The topics covered in the course must have included the following:

- Possible routes of exposure to lead
- Health hazards associated with lead
- Respiratory protection
- Use of protective equipment
- Work practices including hands on or on-the-job training
- Personal decontamination procedures
- Health and safety considerations

MEDICAL EXAMINATION: You must have had a medical examination within the past 12 months at no cost to you. This examination must have included: health history, physical examination, a blood pressure measurement, pulmonary function test and blood sample and analysis for lead.

By signing this document you are acknowledging only that the City has advised you of your rights to training and protection relative to your employer, the Contractor.

Signature: _____ Social Security No.: _____

Printed Name: _____

Witness (print): _____ Witness Signature: _____

APPENDIX B
CERTIFICATION OF VISUAL INSPECTION

Project # _____ Date: _____ Location: _____

Contractor: _____

The contractor hereby certifies that he/she has visually inspected the Work Area (all surfaces including pipes, counters, ledges, walls, ceiling and floor, behind critical barriers, sheet plastic, etc.) and has found no dust, debris or residue.

by: (Signature): _____ Date: _____

(Print Name): _____

(Company Name): _____

(Print Title): _____

CITY ALMP REPRESENTATIVE

The City ALMP Representative hereby certifies that he has accompanied the contractor on his/her visual inspection and verifies that this inspection has been thorough and to the best of his/her knowledge and belief, the contractor's certification above is a true and honest one.

by: (Signature): _____ Date: _____

(Print Name): _____

WORK AREA

Location: _____

Room: _____

Hazard Reduction Performed:

APPENDIX C

SUMMARY OF LEAD MATERIALS

READING	ROOM	COMPONENT	SUBSTRATE	COLOR	RESULTS	PBC	UNITS
15	Restroom	Ceramic Wall Tile	Drywall	White Spec	Positive	7.1	mg / cm ^2
20	Restroom	Ceramic Wall Tile	Drywall	Yellow Spec	Positive	5.9	mg / cm ^2

SUMMARY OF UNIVERSAL WASTE

MATERIAL	APPROXIMATE QUANTITY
FLOURESCENT LIGHT TUBES	None affected
PCB CONATINING LIGHT BALLASTS	None affected
MERCURY CONTAINING THERMOSTATS	None affected

CITY of SAN DIEGO RECEIVED NOV 25 2015
WORK REQUEST FOR ASBESTOS & LEAD MANAGEMENT PROGRAM 41826

Department Public Works (E&CP) Dept# 2112 Division AE&P
 Work Requested By Berric Doringo MS# 908A Phone/Fax 619-533-5128
 Facility Name/Address Balboa Park Horseshoe Club/2225 Sixth Ave., San Diego, CA 92101
 Facility # 782,783,788 Age of Facility: 1961 Plans Attached? YES NO Target Start: 12/9/2015

Description of Proposed Work (explain detail of work as well as what part of facility)
Will modify or replace all non-complaint ADA doors. Kitchen counters may need to be replaced to comply with current ADA standards. Rest room's may need to be replanned to provide accessibility and comply with ADA standards.

Have internal order or WBS # opened to ALMP for labor cost. ALMP cost center 2115111111; fund 100000; revenue acct 424071. The following accounting #s are for laboratory, abatement, and/or other NPE. Request estimate if needed.

Accounting Numbers:	<u>1714141216</u>	<u>400860</u>	<u>512034</u>	<u>B-15222.01.02</u>
	Cost Center	Fund	G/L	Internal Order/WBS #

I have the authority to authorize ALMP to bill hourly inspection labor and laboratory expenses to the accounting numbers above for work related to this project.

Signature Berric Doringo Title Associate Engineer - Civil Date 11/25/15

Print Name Berric Doringo Div. Analyst Name Christina Brewer

Send completed form to: ASBESTOS & LEAD MANAGEMENT PROGRAM - 9601 Ridgehaven Court, Suite 320, San Diego, CA 92123 or MS 1103-A or Fax (858)492-5089

FOR OFFICE USE ONLY

Date Received 11-25-16 Inspector GEORGE KARSIKARIS
 Records/Inspection Information ASBESTOS WAS IDENTIFIED IN FLOOR MASTICS AT SAWCUT LOCATIONS. NO LEAD PAINT WAS FOUND.

Impact on Project ALMP'S 'AS NEEDED' ABATEMENT CONTRACTOR MUST BE USED TO ABATE FLOOR MASTICS PRIOR TO ANY DISTURBANCE TO THE SLAB. CONTACT ALMP FOR ESTIMATE.

[Signature] ASBESTOS & LEAD PROGRAM INSPECTOR DATE 11-16-16 [Signature] ASBESTOS & LEAD PROGRAM MANAGER DATE 11-19-15

Asbestos & Lead Management Program -- (858) 573-1262 (FAX) (858) 492-5089



H.M. Pitt Labs, Inc.

4901 Morena Blvd · Ste 203 · San Diego, CA 92117

Lab Number: 147363-195482

Tel: 619-474-8548 · Fax: 858-412-3305

Company:

City of San Diego Environmental Services
Department
9601 Ridgeway Court, Suite 310
San Diego, CA 92123

Date Entered: 01/13/2016
Analyzed By: Edina Zakar

Date Analyzed: 01/13/16
Customer PO / Claim#:
Contract Number:

Job Site: Project # 7234

Date Sampled **Who Sampled**
01/12/2016 George Katsikaris

Lab Notes: 24 HR TAT

POLARIZED LIGHT MICROSCOPY ANALYSIS REPORT - EPA-600/R-93/116 AND EPA-600/M4-82-020

Analysis Number: 147363-1

Customer Number: B-001

Classification:

Description: VCT and Mastic - Restrooms

Results:
a. Non-Asbestos: Non-Fibrous White Floor Tile.
b. Asbestos: 4% Chrysotile Fibers in Black/Yellow Floor Tile Mastic.

Analysis Number: 147363-2

Customer Number: B-002

Classification:

Description: Basecove and Mastic - Restrooms

Results: Non-Asbestos: 2% Wollastonite Fibers In Brown Cove Base Mastic.

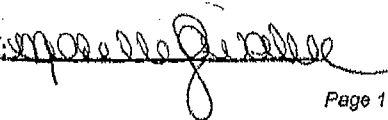
- All samples tested as submitted to the lab, H.M. PITT LABS, INC. does not assume responsibility for the accuracy of the information submitted with the samples unless done by an employee of H.M. PITT LABS, INC.
- These test results relate only to the sample(s) identified above.
- This report may not be used to claim endorsement by NVLAP or any agency of the Federal Government.
- This report shall not be reproduced, except in full, without written approval of H.M. Pitt Labs, Inc.
- Samples are archived for 2 years from date of receipt and will be disposed of properly following this period.
- Quantitative value is based on PLM CVES (Calibrated Visual Estimates) with a detection limit of <1%.

APPROVED BY:


LELAND S. PITT, CIH

Dated: 01/13/2016

REVIEWED BY:



Page 1 of 1



RUSH

CITY OF SAN DIEGO
Environmental Services Department
ALMP/LSHHP - Laboratory Submittal

147363



Project # 7234

Submitted by: George Katsikaris

Date: 01/12/16

Page 1 of 1

LAB SUBMITTED TO:
HMPII

TURNAROUND TIME

2 HOUR 24 HOUR 48 HOUR 72 HOUR 5 DAY OTHER:

The receiving Laboratory is required to complete the following:

1. All Invoices are to be sent to: Attn. Alan Johanss- City of San Diego – Environmental Services Department, 9601 Ridgehaven Court, Suite 310 San Diego, CA 92123
2. Lab reports/invoices are to contain the Project Number listed above. Do not include Purchase Order Numbers on Invoices
3. Email report to: gkatsikaris@sandiego.gov

Lab Number	Sample No.	Location	Media	Time On/Off	Flow	Volume	Analyses Requested
	B-001	VCT and Mastic - Restrooms	BULK	/	/	/	PLM
	B-002	Basecove and Mastic - Restrooms	BULK	/	/	/	PLM
				/	/	/	
				/	/	/	
				/	/	/	
				/	/	/	
				/	/	/	
				/	/	/	
				/	/	/	
				/	/	/	
				/	/	/	

NOTES:

Relinquished by: <i>[Signature]</i>	Relinquished by: _____
Date/Time: 1-12-16 15:30	Date/Time: _____
Received by: <i>[Signature]</i>	Received by: <i>[Signature]</i>
Date/Time: 1-13-16	Date/Time: 1/13/16 8:14 AM

City of San Diego
 Asbestos Lead Management Program
 Balboa Park Horse Shoe Club
 Project 7234

Reading No.	Time	Type	LOCAT	ROOM	SIDE	COMPONENT	COND	SUBST.	COLOR	Results	PbC	PbC Error	Units
1	1/12/2016 13:40	PAINT	Interior	MAIN ROOM	A	CAGE	INTACT	METAL	BROWN	Negative	< LOD	0.18	mg / cm ^2
2	1/12/2016 13:41	PAINT	Interior	MAIN ROOM	A	WALL	INTACT	BRICK	TAN	Negative	< LOD	0.06	mg / cm ^2
3	1/12/2016 13:41	PAINT	Interior	BATHROOM#1	A	WALL	INTACT	BRICK	WHITE	Negative	< LOD	0.03	mg / cm ^2
4	1/12/2016 13:41	PAINT	Interior	BATHROOM#1	A	DOOR	INTACT	METAL	WHITE	Negative	< LOD	0.19	mg / cm ^2
5	1/12/2016 13:42	PAINT	Interior	BATHROOM#1	A	DOOR	INTACT	METAL	WHITE	Negative	< LOD	0.12	mg / cm ^2
6	1/12/2016 13:42	PAINT	Interior	BATHROOM#2	A	DOOR	INTACT	METAL	BLUE	Negative	< LOD	0.3	mg / cm ^2
7	1/12/2016 13:42	PAINT	Interior	BATHROOM#2	A	DOOR	INTACT	METAL	BLUE	Negative	< LOD	0.36	mg / cm ^2
8	1/12/2016 13:43	PAINT	Interior	BATHROOM#2	A	PARTITION	INTACT	METAL	BLUE	Negative	< LOD	0.12	mg / cm ^2
9	1/12/2016 13:43	PAINT	Interior	BATHROOM#2	A	WALL	INTACT	BRICK	BLUE	Negative	< LOD	0.05	mg / cm ^2
10	1/12/2016 13:45	PAINT	Interior	BATHROOM#2	A	WALL	INTACT	BRICK	BLUE	Negative	< LOD	0.03	mg / cm ^2

CITY of SAN DIEGO
WORK REQUEST FOR ASBESTOS & LEAD MANAGEMENT PROGRAM RECEIVED NOV 25 2015 4825

Department Public Works (E&CP) Dept# 2112 Division AE&P
 Work Requested By Berric Doringo MS# 908A Phone/Fax 619-533-5128
 Facility Name/Address Balboa Park Bridge Club/3111 Sixth Ave., San Diego, CA 92103
 Facility # 602 Age of Facility: 1947 Plans Attached? YES NO Target Start: 12/9/2015

Description of Proposed Work (explain detail of work as well as what part of facility)
Will modify or replace all non-complaint ADA doors. Kitchen counters may need to be replaced to comply with current ADA standards. Kitchen and hallway floor may need to be replaced so that slope complies with the current requirements.

Have internal order or WBS # opened to ALMP for labor cost. ALMP cost center 211511111; fund 100000; revenue acct 424071. The following accounting #s are for laboratory, abatement, and/or other NPE. Request estimate if needed.
 Accounting Numbers: 1714141216 400860 512034 B-15222.01.02
 Cost Center Fund G/L Internal Order/WBS #

I have the authority to authorize ALMP to bill hourly inspection labor and laboratory expenses to the accounting numbers above for work related to this project.
 Signature Berric Doringo Title Associate Engineer - Civil Date 11/25/15
 Print Name Berric Doringo Div. Analyst Name Christina Brewer

Send completed form to: ASBESTOS & LEAD MANAGEMENT PROGRAM - 9601 Ridgehaven Court, Suite 320, San Diego, CA 92123 or MS 1103-A or Fax (858)492-5089

FOR OFFICE USE ONLY

Date Received 11-25-15 Inspector GEORGE KATSIKARIS
 Records/Inspection Information ASBESTOS WAS IDENTIFIED IN FLOORING AND CEILING MATERIALS. NO LEAD CONTAINING PAINT WAS FOUND * RESULTS ATTACHED.

Impact on Project CONTACT ALMP FOR ASBESTOS ABATEMENT SPECIFICATION TO BE INCLUDED IN CONTRACT.

CONTACT ME IF YOU HAVE ANY QUESTIONS 858-627-3312.

[Signature] 1-19-16 [Signature] 1-19-2015
 ASBESTOS & LEAD PROGRAM INSPECTOR DATE ASBESTOS & LEAD PROGRAM MANAGER DATE

Asbestos & Lead Management Program -- (858) 573-1262 (FAX) (858) 492-5089



H.M. Pitt Labs, Inc.
4901 Morena Blvd · Ste 203 · San Diego, CA 92117

Lab Number: 147364-195483
Tel: 619-474-8548 · Fax: 858-412-3305

Company:
City of San Diego Environmental Services
Department
9601 Ridgehaven Court, Suite 310
San Diego, CA 92123

Date Entered: 01/13/2016
Analyzed By: Edna Zakar
Date Analyzed: 01/13/16
Customer PO / Claim#:
Contract Number:

Job Site: Project # 7231
Lab Notes: 24 HR TAT

Date Sampled **Who Sampled**
01/12/2016 George Katsikaris

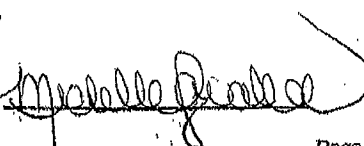
POLARIZED LIGHT MICROSCOPY ANALYSIS REPORT - EPA-600/R-93/116 AND EPA-600/M4-82-020

Analysis Number:	147364-1	Description:	12" VCT w/ Mastic - Kitchen
Customer Number:	B-001		
Classification:			
Results:	a. Non-Asbestos: Non-Fibrous White Floor Tile. b. Asbestos: 5% Chrysotile Fibers in Black Floor Tile Mastic.		
Analysis Number:	147364-2	Description:	Interior Plaster - Main Building
Customer Number:	B-002		
Classification:			
Results:	Non-Asbestos: 1% Synthetic Fibers in White Plaster.		
Analysis Number:	147364-3	Description:	Exterior Stucco
Customer Number:	B-003		
Classification:			
Results:	a. Non-Asbestos: Non-Fibrous Pink Color Coat. b. Non-Asbestos: Non-Fibrous Gray Stucco.		
Analysis Number:	147364-4	Description:	Interior Plaster Men's Restroom
Customer Number:	B-004		
Classification:			
Results:	Non-Asbestos: 1% Synthetic Fibers in Gray/White Plaster.		

- All samples tested as submitted to the lab. H.M. PITT LABS, INC. does not assume responsibility for the accuracy of the information submitted with the samples unless done by an employee of H.M. PITT LABS, INC.
- These test results relate only to the sample(s) identified above.
- This report may not be used to claim endorsement by NVLAP or any agency of the Federal Government.
- This report shall not be reproduced, except in full, without written approval of H.M. Pitt Labs, Inc.
- Samples are archived for 2 years from date of receipt and will be disposed of properly following this period.
- Quantitative value is based on PLM CVES (Calibrated Visual Estimates) with a detection limit of <1%.

APPROVED BY: 
LELAND S. PITT, CIH

Dated: 01/13/2016

REVIEWED BY: 



H.M. Pitt Labs, Inc.

4901 Morena Blvd · Ste 203 · San Diego, CA 92117

Lab Number: 147364-195483

Tel: 619-474-8648 · Fax: 858-412-3305

Company:

City of San Diego Environmental Services
Department
9601 Ridgehaven Court, Suite 310
San Diego, CA 92123

Date Entered: 01/13/2016
Analyzed By: Edina Zakar

Date Analyzed: 01/13/16
Customer PO / Claim#:
Contract Number:

Job Site: Project # 7231

Date Sampled **Who Sampled**
01/12/2016 George Katsikaris

Lab Notes: 24 HR TAT

POLARIZED LIGHT MICROSCOPY ANALYSIS REPORT - EPA-600/R-93/116 AND EPA-600/M4-82-020

Analysis Number: 147364-5

Customer Number: B-005

Classification:

Description: Basecove w/Mastic - Main Building

Results: Non-Asbestos: Non-Fibrous White Cove Base Mastic.

Analysis Number: 147364-6

Customer Number: B-006

Classification:

Description: 9" VCT w/Mastic - Main Building

Results: a. Asbestos: 4% Chrysotile Fibers in Brown Floor Tile.
b. Non-Asbestos: 1% Cellulose in Black Floor Tile Mastic.

Analysis Number: 147364-7

Customer Number: B-007

Classification:

Description: Acoustic Ceiling - Main Building

Results: Asbestos: 8% Chrysotile Fibers in White/Tan Sprayed On Acoustic Ceiling.

- All samples tested as submitted to the lab. H.M. PITT LABS, INC. does not assume responsibility for the accuracy of the information submitted with the samples unless done by an employee of H.M. PITT LABS, INC.
- These test results relate only to the sample(s) identified above.
- This report may not be used to claim endorsement by NVLAP or any agency of the Federal Government.
- This report shall not be reproduced, except in full, without written approval of H.M. Pitt Labs, Inc.
- Samples are archived for 2 years from date of receipt and will be disposed of properly following this period.
- Quantitative value is based on PLM CVES (Calibrated Visual Estimates) with a detection limit of <1%.

APPROVED BY:

LELAND S. PITT, CIH

Dated: 01/13/2016

REVIEWED BY:

Page 2 of 2

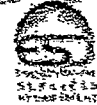


RUSH

CITY OF SAN DIEGO
Environmental Services Department
ALMPILSHHP - Laboratory Submittal

147364

RUSH



Project # 7231 Submitted by: George Katsikaris Date: 01/12/16 Page 1 of 1

LAB SUBMITTED TO: HMPH TURNAROUND TIME: 2 HOUR 24 HOUR 48 HOUR 72 HOUR 5 DAY OTHER

The receiving Laboratory is required to complete the following:

- All invoices are to be sent to: *Attn. Alan Johans- City of San Diego - Environmental Services Department, 9601 Ridgehaven Court, Suite 310 San Diego, CA 92123*
- Lab reports/invoices are to contain the Project Number listed above. Do not include Purchase Order Numbers on Invoices
- Email report to: gekatsikaris@sandiego.gov

Lab Number	Sample No.	Location	Media	Time On/Off	Flow	Volume	Analyses Requested
	B-001	12" VCT w/Mastic - Kitchen	Bulk	/	/	/	PLM
	B-002	Interior Plaster - Main Building		/	/	/	
	B-003	Exterior Stucco		/	/	/	
	B-004	Interior Plaster Men's Restroom		/	/	/	
	B-005	Basecove w/Mastic - Main Building		/	/	/	
	B-006	9" VCT w/Mastic - Main Building		/	/	/	
	B-007	Acoustical Ceiling - Main Building		/	/	/	

NOTES:

Relinquished by:	Relinquished by:
Date/Time: <u>1/12/16</u>	Date/Time: <u>1/13/16 9:23 AM</u>
Received by: _____	Received by: _____
Date/Time: _____	Date/Time: _____

CITY of SAN DIEGO RECEIVED NOV 25 2015
WORK REQUEST FOR ASBESTOS & LEAD MANAGEMENT PROGRAM 4827

Department Public Works (E&CP) Dept# 2112 Division AE&P
 Work Requested By Berric Doringo MS# 908A Phone/Fax 619-533-5128
 Facility Name/Address Normal Heights Community Center/ 4649 Hawley Blvd., San Diego, CA 92116
 Facility # 1450 Age of Facility: 19 Plans Attached? YES NO Target Start: 12/10/2015

Description of Proposed Work (explain detail of work as well as what part of facility)
All or non-complaint doors may need to be replaced to comply with ADA standards.
Restroom's may need to be updated to provide accessibility. Handrails and stairs may need to
be re-stripped to comply with ADA standards. Service countertops may need to be modified
to comply with ADA standards.

Have internal order or WBS # opened to ALMP for labor cost. ALMP cost center 2115111111; fund 100000; revenue acct 424071. The following accounting #s are for laboratory, abatement, and/or other NPE. Request estimate if needed.

Accounting Numbers:	<u>1714141216</u>	<u>400860</u>	<u>512034</u>	<u>B-15222.01.02</u>
	Cost Center	Fund	G/L	Internal Order/WBS #

I have the authority to authorize ALMP to bill hourly inspection labor and laboratory expenses to the accounting numbers above for work related to this project.

Signature Berric Doringo Title Associate Engineer - Civil Date 11/25/15

Print Name Berric Doringo Div. Analyst Name Christina Brewer

Send completed form to: ASBESTOS & LEAD MANAGEMENT PROGRAM - 9601 Ridgehaven Court,
 Suite 320, San Diego, CA 92123 or MS 1103-A or Fax (858)492-5089

FOR OFFICE USE ONLY

Date Received 11-25-15 Inspector: GEORGE KATSIKARIS

Records/Inspection Information LEAD PAINT WAS IDENTIFIED AT STAFF
RESTROOMS & ASBESTOS FLOORING IN THE STAGE AREAS.

* RESULTS ATTACHED.

Impact on Project CONTACT ALMP IF SCOPE CHANGES TO DETERMINE
IF ADDITIONAL TESTING MUST BEEN DONE. ASBESTOS REMOVAL
MUST BE COMPLETED BY CERTIFIED CONTRACTOR, ALMP
WILL PROVIDE SPECIFICATION FOR ABATEMENT TO BE
INCLUDED IN GENERAL CONTRACT UPON REQUEST.

[Signature] 1-12-16 [Signature] 12-12-15
 ASBESTOS & LEAD PROGRAM INSPECTOR DATE ASBESTOS & LEAD PROGRAM MANAGER DATE

Asbestos & Lead Management Program -- (858) 573-1262 (FAX) (858) 492-5089

Normal Heights Community Center
ALMP Project #7232
Inspector: G. Katsikaris

Reading No.	Time	Type	MODE	LOCAT.	ROOM	SIDE	COMPONENT	COND.	SUBST.	COLOR	Results	PbC	PbC Error	Units
1	1/11/2016 14:23	SHUTTER_CAL										2.76	0	cps
2	1/11/2016 14:24	PAINT	K & L	Interior	Mens Restroom	A	DOOR	INTACT	WOOD	BROWN	Negative	< LOD	0.03	mg / cm ^2
3	1/11/2016 14:24	PAINT	K & L	Interior	Mens Restroom	A	DOOR FRAME	INTACT	WOOD	BROWN	Negative	< LOD	0.03	mg / cm ^2
4	1/11/2016 14:25	PAINT	K & L	Interior	Mens Restroom	A	WALL	INTACT	DRYWALL	WHITE	Negative	< LOD	0.03	mg / cm ^2
5	1/11/2016 14:25	PAINT	K & L	Interior	Mens Restroom	A	WALL	INTACT	CER. TILE	WHITE	Negative	< LOD	0.18	mg / cm ^2
6	1/11/2016 14:25	PAINT	K & L	Interior	Restroom Entry	A	WALL	INTACT	DRYWALL	WHITE	Negative	< LOD	0.03	mg / cm ^2
7	1/11/2016 14:27	PAINT	K & L	Interior	N. Stage Entry	A	WALL	INTACT	PLASTER	WHITE	Negative	< LOD	0.04	mg / cm ^2
8	1/11/2016 14:28	PAINT	K & L	Interior	N. Stage Entry	B	WALL	INTACT	PLASTER	WHITE	Negative	< LOD	0.05	mg / cm ^2
9	1/11/2016 14:28	PAINT	K & L	Interior	S. Stage Entry	A	WALL	INTACT	PLASTER	WHITE	Negative	< LOD	0.19	mg / cm ^2
10	1/11/2016 14:28	PAINT	K & L	Interior	S. Stage Entry	B	WALL	INTACT	PLASTER	WHITE	Negative	< LOD	0.04	mg / cm ^2
11	1/11/2016 14:29	PAINT	K & L	Interior	S. Stage Entry	A	DOOR	INTACT	WOOD	GRAY	Negative	< LOD	0.49	mg / cm ^2
12	1/11/2016 14:29	PAINT	K & L	Interior	S. Stage Entry	A	DOOR FRAME	INTACT	WOOD	GRAY	Negative	< LOD	0.1	mg / cm ^2
13	1/11/2016 14:29	PAINT	K & L	Interior	S. Stage Entry	C	DOOR	INTACT	WOOD	GRAY	Negative	< LOD	0.03	mg / cm ^2
14	1/11/2016 14:29	PAINT	K & L	Interior	S. Stage Entry	C	DOOR FRAME	INTACT	WOOD	GRAY	Negative	< LOD	0.03	mg / cm ^2
15	1/11/2016 14:29	PAINT	K & L	Interior	N. Stage Entry	A	DOOR	INTACT	WOOD	GRAY	Negative	< LOD	0.11	mg / cm ^2
16	1/11/2016 14:30	PAINT	K & L	Interior	N. Stage Entry	A	DOOR FRAME	INTACT	WOOD	GRAY	Negative	< LOD	0.04	mg / cm ^2
17	1/11/2016 14:30	PAINT	K & L	Interior	N. Stage Entry	B	DOOR FRAME	INTACT	WOOD	GRAY	Negative	< LOD	0.12	mg / cm ^2
18	1/11/2016 14:30	PAINT	K & L	Interior	N. Stage Entry	D	DOOR	INTACT	WOOD	GRAY	Negative	< LOD	0.31	mg / cm ^2
19	1/11/2016 14:30	PAINT	K & L	Interior	N. Stage Entry	D	DOOR FRAME	INTACT	WOOD	GRAY	Negative	< LOD	0.04	mg / cm ^2
20	1/11/2016 14:30	PAINT	K & L	Interior	N. Stage Entry	B	CABINET	INTACT	WOOD	GRAY	Negative	< LOD	0.23	mg / cm ^2
21	1/11/2016 14:30	PAINT	K & L	Interior	N. Stage Entry	B	CABINET	INTACT	WOOD	GRAY	Negative	< LOD	0.09	mg / cm ^2
22	1/11/2016 14:31	PAINT	K & L	Interior	N. Stage Entry	C	CABINET	INTACT	WOOD	GRAY	Negative	< LOD	0.05	mg / cm ^2
23	1/11/2016 14:31	PAINT	K & L	Interior	N. Stage Entry	A	HAND RAIL	INTACT	WOOD	GRAY	Negative	< LOD	0.03	mg / cm ^2
24	1/11/2016 14:42	PAINT	K & L	Interior	Staff RR	A	DOOR	INTACT	WOOD	GRAY	Positive	3.4	2	mg / cm ^2
25	1/11/2016 14:42	PAINT	K & L	Interior	Staff RR	A	DOOR FRAME	INTACT	WOOD	GRAY	Positive	2.8	1.7	mg / cm ^2
26	1/11/2016 14:42	PAINT	K & L	Interior	Staff RR	A	WALL	INTACT	PLASTER	GRAY	Negative	< LOD	0.03	mg / cm ^2
27	1/11/2016 14:43	PAINT	K & L	Interior	Staff RR	A	BASEBOARD	INTACT	WOOD	GRAY	Positive	< LOD	4.05	mg / cm ^2



H.M. Pitt Labs, Inc.

4901 Morena Blvd · Ste 203 · San Diego, CA 92117

Lab Number: 147335-195441

Tel: 619-474-8548 · Fax: 858-412-3305

Company:

City of San Diego Environmental Services
Department
9601 Ridgehaven Court, Suite 310
San Diego, CA 92123

Date Entered: 01/11/2016
Analyzed By: Michelle Lavallee

Date Analyzed: 01/12/16
Customer PO / Claim#:
Contract Number:

Job Site: Project No. 7232

Date Sampled: 01/11/2016
Who Sampled: George Katsikaris

Lab Notes: 24 HR TAT

POLARIZED LIGHT MICROSCOPY ANALYSIS REPORT - EPA-600/R-93/116 AND EPA-600/M4-82-020

Analysis Number: 147335-1

Customer Number: B-001

Classification:

Description: North Stage Access - Plaster Wall

Results: Non-Asbestos: Non-Fibrous Gray Plaster

Analysis Number: 147335-2

Customer Number: B-002

Classification:

Description: South Stage Access - Plaster Wall

Results: Non-Asbestos: Non-Fibrous Gray Plaster

Analysis Number: 147335-3

Customer Number: B-003

Classification:

Description: South Stage Access - Plaster Wall

Results: Non-Asbestos: Non-Fibrous Gray Plaster

Analysis Number: 147335-4

Customer Number: B-004

Classification:

Description: North Stage Access Closet - VCT w/Mastic

Results:
a. Asbestos: 6% Chrysotile in Brown Floor Tile
b. Non-Asbestos: Non-Fibrous Black Mastic

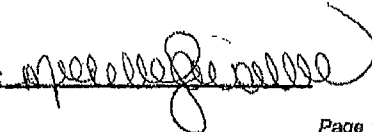
- All samples tested as submitted to the lab. H.M. PITT LABS, INC. does not assume responsibility for the accuracy of the information submitted with the samples unless done by an employee of H.M. PITT LABS, INC.
- These test results relate only to the sample(s) identified above.
- This report may not be used to claim endorsement by NVLAP or any agency of the Federal Government.
- This report shall not be reproduced, except in full, without written approval of H.M. Pitt Labs, Inc.
- Samples are archived for 2 years from date of receipt and will be disposed of properly following this period.
- Quantitative value is based on PLM CVES (Calibrated Visual Estimates) with a detection limit of <1%.

APPROVED BY:


LELAND S. PITT, CIH

Dated: 01/12/2016

REVIEWED BY:



Page 1 of 1



CITY OF SAN DIEGO
Environmental Services Department
ALMP/LSHHP - Laboratory Submittal

147335



Project # 7232 Submitted by: George Katsikaris Date: 01/11/2016 Page 1 of 1

LAB SUBMITTED TO: HM Pitt

TURNAROUND TIME: 2 HOUR 24 HOUR 48 HOUR 72 HOUR 5 DAY OTHER:

The receiving Laboratory is required to complete the following:

- All invoices are to be sent to: Attn. Alan Johans- City of San Diego – Environmental Services Department, 9601 Ridgehaven Court, Suite 310 San Diego, CA 92123
- Lab reports/invoices are to contain the Project Number listed above. Do not include Purchase Order Numbers on Invoices
- Email report to: gkatsikaris@sandiego.gov

Lab Number	Sample No.	Location	Media	Time On/Off	Flow	Volume	Analyses Requested
	B-001	North Stage Access - Plaster Wall	Bulk	/	/	/	PLM
	B-002	South Stage Access-Plaster Wall	↓	/	/	/	↓
	B-003	South Stage Access-Plaster Wall	↓	/	/	/	↓
	B-004	North Stage Access Closet-VCT w/Mastic	↓	/	/	/	↓
				/	/	/	
				/	/	/	
				/	/	/	
				/	/	/	
				/	/	/	
				/	/	/	

NOTES:

Relinquished by: <u>[Signature]</u>	Relinquished by: <u>[Signature]</u>
Date/Time: <u>1-10-16 @ 14:19</u>	Date/Time: <u>1-11-16 @ 13:13</u>
Received by: <u>[Signature]</u>	Received by: <u>[Signature]</u>
Date/Time: <u>1-11-16 @ 14:45</u>	Date/Time: <u>1-11-16 @ 18:20</u>

RECEIVED NOV 25 2015

CITY of SAN DIEGO
WORK REQUEST FOR ASBESTOS & LEAD MANAGEMENT PROGRAM 4828

Department Public Works (E&CP) Dept# 2112 Division AE&P
 Work Requested By Berric Doringo MS# 908A Phone/Fax 619-533-5128
 Facility Name/Address Ocean Beach Child Care Center/2031 Chatsworth Blvd., San Diego, CA 92107
 Facility # 001452 Age of Facility: 19 Plans Attached? YES NO Target Start: 12/10/2015

Description of Proposed Work (explain detail of work as well as what part of facility)
All or non-complaint doors may need to be replaced to comply with ADA standards.
Restroom's needs to be updated to provide accessiblity. Construction an accessible ramp into the entrance.

Have internal order or WBS # opened to ALMP for labor cost. ALMP cost center 2115111111; fund 100000; revenue acct 424071. The following accounting #s are for laboratory, abatement, and/or other NPB. Request estimate if needed.

Accounting Numbers:	<u>1714141216</u>	<u>400860</u>	<u>512034</u>	<u>B-15222.01.02</u>
	Cost Center	Fund	G/L	Internal Order/WBS #

I have the authority to authorize ALMP to bill hourly inspection labor and laboratory expenses to the accounting numbers above for work related to this project.

Signature *Berric Doringo* Title Associate Engineer - Civil Date 11/25/15

Print Name Berric Doringo Div. Analyst Name Christina Brewer

Send completed form to: **ASBESTOS & LEAD MANAGEMENT PROGRAM** - 9601 Ridgehaven Court, Suite 320, San Diego, CA 92123 or MS 1103-A or Fax (858)492-5089

FOR OFFICE USE ONLY

Date Received 11-25-15 Inspector GEORGE KATSIKARIS

Records/Inspection Information NO ASBESTOS WAS IDENTIFIED AS A RESULT OF THIS INSPECTION. LEAD CONTAINING CERAMIC TILE & DOOR PAINT WAS FOUND PRESENT.

Impact on Project CONTACT ALMP WITHIN 60 DAYS OF WORK START SO WE CAN PROVIDE AN ESTIMATE FOR LEAD CONTAINIAL MATERIALS ABATEMENT.
* RESULTS ATTACHED.

[Signature] 12-21-15 *[Signature]* 12-21-15
 ASBESTOS & LEAD PROGRAM INSPECTOR DATE ASBESTOS & LEAD PROGRAM MANAGER DATE

Asbestos & Lead Management Program -- (858) 573-1262 (FAX) (858) 492-5089

City of San Diego
Asbestos Lead Management Program
Ocean Beach Childcare
Project 7233

Reading No	Time	Type	LOCAT	ROOM	SIDE	COMPONENT	COND	SUBST	COLOR	Results	PbC	Units
1	12/17/2015 10:57	SHUTTER_CAL									2.57	mg/cm2
2	12/17/2015 10:59	PAINT				CALIB. CHECK				Positive	1.1	mg/cm2
3	12/17/2015 11:00	PAINT				CALIB. CHECK				Negative	0.9	mg/cm2
4	12/17/2015 11:01	PAINT				CALIB. CHECK				Positive	1	mg/cm2
5	12/17/2015 11:01	PAINT	Interior	BATHROOM#1	A	WALL	INTACT	DRYWALL	WHITE	Negative	< LOD	mg/cm2
6	12/17/2015 11:01	PAINT	Interior	BATHROOM#1	B	WALL	INTACT	DRYWALL	WHITE	Negative	< LOD	mg/cm2
7	12/17/2015 11:02	PAINT	Interior	BATHROOM#1	C	WALL	INTACT	DRYWALL	WHITE	Negative	< LOD	mg/cm2
9	12/17/2015 11:02	PAINT	Interior	BATHROOM#1	D	WALL	INTACT	DRYWALL	WHITE	Negative	< LOD	mg/cm2
10	12/17/2015 11:02	PAINT	Interior	BATHROOM#1	A	DOOR	INTACT	WOOD	BROWN	Negative	< LOD	mg/cm2
11	12/17/2015 11:03	PAINT	Interior	BATHROOM#1	A	DOOR JAMB	INTACT	WOOD	BROWN	Negative	< LOD	mg/cm2
12	12/17/2015 11:03	PAINT	Interior	BATHROOM#1	A	DOOR JAMB	INTACT	WOOD	BROWN	Negative	< LOD	mg/cm2
13	12/17/2015 11:03	PAINT	Interior	BATHROOM#1	C	WINDOW CASING	INTACT	WOOD	WHITE	Negative	< LOD	mg/cm2
14	12/17/2015 11:04	PAINT	Interior	BATHROOM#1	C	WINDOW CASING	INTACT	WOOD	WHITE	Negative	< LOD	mg/cm2
15	12/17/2015 11:04	PAINT	Interior	BATHROOM#1	C	WALL	INTACT	CER TILE	WHITE	Negative	< LOD	mg/cm2
16	12/17/2015 11:04	PAINT	Interior	BATHROOM#1	C	WALL	INTACT	CER TILE	WHITE	Negative	< LOD	mg/cm2
17	12/17/2015 11:05	PAINT	Interior	PLAY ROOM	D	WALL	INTACT	DRYWALL	WHITE	Negative	< LOD	mg/cm2
18	12/17/2015 11:06	PAINT	Interior	PLAY ROOM	C	WALL	INTACT	DRYWALL	WHITE	Negative	< LOD	mg/cm2
19	12/17/2015 11:06	PAINT	Interior	PLAY ROOM	C	DOOR	INTACT	WOOD	BROWN	Positive	1.7	mg/cm2
21	12/17/2015 11:07	PAINT	Interior	PLAY ROOM	C	DOOR	INTACT	WOOD	BROWN	Positive	1.8	mg/cm2
22	12/17/2015 11:08	PAINT	Interior	PLAY ROOM	C	DOOR JAMB	INTACT	WOOD	BROWN	Negative	< LOD	mg/cm2
23	12/17/2015 11:08	PAINT	Interior	PLAY ROOM	C	DOOR JAMB	INTACT	WOOD	BROWN	Negative	< LOD	mg/cm2
24	12/17/2015 11:08	PAINT	Interior	PLAY ROOM	C	DOOR JAMB	INTACT	WOOD	BROWN	Negative	< LOD	mg/cm2
25	12/17/2015 11:09	PAINT	Interior	PLAY ROOM	C	DOOR JAMB	INTACT	WOOD	BROWN	Negative	< LOD	mg/cm2
27	12/17/2015 11:09	PAINT	Interior	PLAY ROOM	C	DOOR JAMB	INTACT	WOOD	BROWN	Negative	< LOD	mg/cm2
28	12/17/2015 11:10	PAINT	Interior	HALL#1	B	DOOR JAMB	INTACT	WOOD	BROWN	Negative	< LOD	mg/cm2
29	12/17/2015 11:10	PAINT	Interior	HALL#1	B	DOOR	INTACT	WOOD	BROWN	Negative	< LOD	mg/cm2
30	12/17/2015 11:10	PAINT	Interior	HALL#1	B	WALL	INTACT	WOOD	WHITE	Negative	< LOD	mg/cm2
31	12/17/2015 11:11	PAINT	Interior	HALL#1	A	DOOR	INTACT	WOOD	BROWN	Negative	< LOD	mg/cm2
32	12/17/2015 11:11	PAINT	Interior	HALL#1	A	DOOR	INTACT	WOOD	BROWN	Negative	< LOD	mg/cm2
33	12/17/2015 11:18	PAINT	Interior	BATHROOM#2	A	DOOR	INTACT	WOOD	BROWN	Negative	< LOD	mg/cm2
34	12/17/2015 11:18	PAINT	Interior	BATHROOM#2	A	DOOR JAMB	INTACT	WOOD	BROWN	Negative	< LOD	mg/cm2
35	12/17/2015 11:19	PAINT	Interior	BATHROOM#2	D	TRIM	INTACT	WOOD	BROWN	Negative	< LOD	mg/cm2
36	12/17/2015 11:19	PAINT	Interior	BATHROOM#2	D	WALL	INTACT	CER TILE	BROWN	Positive	< LOD	mg/cm2
37	12/17/2015 11:20	PAINT	Interior	BATHROOM#2	D	WALL	INTACT	CER TILE	WHITE	Positive	< LOD	mg/cm2



H.M. Pitt Labs, Inc.
 4901 Morena Blvd · Ste 203 · San Diego, CA 92117

Lab Number: 146991-194883

Tel: 619-474-8548 · Fax: 858-412-3305

Company:
 City of San Diego Environmental Services
 Department
 9601 Ridgehaven Court, Suite 310
 San Diego, CA 92123

Date Entered: 12/18/2015
Analyzed By: Michelle Lavallee

Date Analyzed: 12/18/15
Customer PO / Claim#:
Contract Number:

Job Site:
Lab Notes: 24 HR TAT

Date Sampled 12/17/2015
Who Sampled George Katsikaris

POLARIZED LIGHT MICROSCOPY ANALYSIS REPORT - EPA-600/R-93/116 AND EPA-600/M4-82-020

Analysis Number: 146991-1
Customer Number: 7233-B-001
Classification: **Description:** Restroom 1 Drywall
Results: Non-Asbestos: 2% Cellulose Fibers in White Drywall

Analysis Number: 146991-2
Customer Number: 7233-B-002
Classification: **Description:** Restroom 1 Basecove w/Glue
Results: Non-Asbestos: Non-Fibrous Tan Cove Base Mastic

Analysis Number: 146991-3
Customer Number: 7233-B-003
Classification: **Description:** Playroom Flooring and Mastic
Results: a. Non-Asbestos: Non-Fibrous Gray Floor Tile
 b. Non-Asbestos: Non-Fibrous Black Mastic

Analysis Number: 146991-4
Customer Number: 7233-B-004
Classification: **Description:** Playroom Leveling Compound
Results: a. Non-Asbestos: Non-Fibrous Gray Leveling Compound
 b. Non-Asbestos: Non-Fibrous Tan Mastic

- All samples tested as submitted to the lab. H.M. PITT LABS, INC. does not assume responsibility for the accuracy of the information submitted with the samples unless done by an employee of H.M. PITT LABS, INC.
- These test results relate only to the sample(s) identified above.
- This report may not be used to claim endorsement by NVLAP or any agency of the Federal Government.
- This report shall not be reproduced, except in full, without written approval of H.M. Pitt Labs, Inc.
- Samples are archived for 2 years from date of receipt and will be disposed of properly following this period.
- Quantitative value is based on PLM CVES (Calibrated Visual Estimates) with a detection limit of <1%.

APPROVED BY: 
 LELAND S. PITT, CIH

Dated: 12/21/2015

REVIEWED BY: 



CITY OF SAN DIEGO
Environmental Services Department
ALMPL SHRP - Laboratory Submittal

146991



Project # 7233 Submitted by: George Katsikaris Date: 12/17/15 Page 1 of 1

LAB SUBMITTED TO: HM Pitt

TURNAROUND TIME: 2 HOUR 24 HOUR 48 HOUR 72 HOUR 5 DAY OTHER

The receiving Laboratory is required to complete the following:

1. All Invoices are to be sent to: *Attn. Alan Johannis- City of San Diego – Environmental Services Department, 9601 Ridgehaven Court, Suite 310 San Diego, CA 92123*
2. Lab reports/invoices are to contain the Project Number listed above. Do not include Purchase Order Numbers on Invoices
3. Email report to: sandiego.gov

Lab Number	Sample No.	Location	Media	Time On/Off	Flow	Volume	Analyses Requested
	B-001	Restroom 1 Drywall	BULK	/	/	/	PLM
	B-002	Restroom 1 Basecove w/Glue		/	/	/	
	B-003	Playroom Flooring and Mastic		/	/	/	
	B-004	Playroom Leveling Compound		/	/	/	
	B-005	Exterior Stucco		/	/	/	
	B-006	Exterior Stucco		/	/	/	
				/	/	/	
				/	/	/	
				/	/	/	
				/	/	/	

Sample # Prefix - 7233

NOTES:

Relinquished by: <u>[Signature]</u>	Relinquished by: _____
Date/Time: <u>12/17/15 @ 11:22</u>	Date/Time: _____
Received by: _____	Received by: <u>[Signature]</u>
Date/Time: _____	Date/Time: <u>12/18/15</u>

7241

4835

RECEIVED JAN 04 2016

CITY of SAN DIEGO

WORK REQUEST FOR ASBESTOS & LEAD MANAGEMENT PROGRAM

Department Public Works Dept# 2112 Division AEP

Work Requested By Berric Doringo MS# 908A Phone/Fax 619-533-5128

Facility Name/Address Hourglass Field Comfort Station 9490 Gold Coast Drive, San Diego, CA 92126

Facility # 010097 Age of Facility: 19 93 Plans Attached? YES NO Target Start: 01/7/2016

Description of Proposed Work (explain detail of work as well as what part of facility)

Restroom fixtures and appurtenances need to be modified or replaced to meet current standards. Restroom floors to be removed and replaced. Drinking fountain needs modification to comply with current standards.

Have internal order or WBS # opened to ALMP for labor cost. ALMP cost center 2115111111; fund 100000; revenue acct 424071. The following accounting #s are for laboratory, abatement, and/or other NPE. Request estimate if needed.

Accounting Numbers:	<u>1714130001</u>	<u>400860</u>	<u>512160</u>	<u>B-15229.02.01</u>
	Cost Center	Fund	G/L	Internal Order/WBS #

I have the authority to authorize ALMP to bill hourly inspection labor and laboratory expenses to the accounting numbers above for work related to this project.

Signature Berric Doringo Title Associate Engineer - Civil Date 12/31/15

Print Name Berric Doringo Div. Analyst Name Christina Brewer

Send completed form to: ASBESTOS & LEAD MANAGEMENT PROGRAM - 9601 Ridgeway Court, Suite 320, San Diego, CA 92123 or MS 1103-A or Fax (858)492-5089

FOR OFFICE USE ONLY

Date Received 12-31-15

Reassigned: W. Blunder
Inspector G. Katsikaris

Records/Inspection Information

Impact on Project No lead or asbestos found. No impact on renovations. Please see attached Lead paint report.

William B. Blunder
ASBESTOS & LEAD PROGRAM INSPECTOR

01-28-16
DATE

[Signature]
ASBESTOS & LEAD PROGRAM MANAGER

2-1-16
DATE

Asbestos & Lead Management Program -- (858) 573-1262 (FAX) (858) 492-5089

7241



City of San Diego Asbestos Lead Management Program
 Hourglass Comfort Station, 9490 Gold Coast Drive, San Diego CA 92126



XRF Assay Results

Reading No	Time	Duration	Mode	Location	Room	Side	Component	Condition	Substrate	Color	Results	PbC	Units
1	1/22/16 11:00	138.84										2.56	cps
2	1/22/16 11:01	20	K & L				CALIB. CHECK			RED	Negative	0.9	mg / cm ^2
3	1/22/16 11:02	20	K & L				CALIB. CHECK			RED	Negative	0.8	mg / cm ^2
4	1/22/16 11:03	20	K & L				CALIB. CHECK			RED	Negative	0.8	mg / cm ^2
5	1/22/16 11:28	20	Std.	HOURGLASS COMFORT STATION	RESTROOM	A	CEILING	INTACT	WOOD	BLUE	Negative	< LOD	mg / cm ^2
6	1/22/16 11:29	18.23	K & L	HOURGLASS COMFORT STATION	RESTROOM	A	GATE	INTACT	METAL	BLUE	Negative	0.3	mg / cm ^2
7	1/22/16 11:31	20	K & L	HOURGLASS COMFORT STATION	RESTROOM	A	UPPER WALL	INTACT	CONCRETE	WHITE	Negative	< LOD	mg / cm ^2
8	1/22/16 11:34	20	K & L				CALIB. CHECK			RED	Negative	0.9	mg / cm ^2
9	1/22/16 11:36	20	K & L				CALIB. CHECK			RED	Negative	0.9	mg / cm ^2
10	1/22/16 11:37	20	K & L				CALIB. CHECK			RED	Negative	0.8	mg / cm ^2

4836

RECEIVED JAN 04 2016

CITY of SAN DIEGO
WORK REQUEST FOR ASBESTOS & LEAD MANAGEMENT PROGRAM

Department Public Works Dept# 2112 Division AEP

Work Requested By Berric Doringo MS# 908A Phone/Fax 619-533-5128

Facility Name/Address Carmel Mt. Ranch Branch Library/12095 World Trade Drive, San Diego, 92128

Facility # 010223 Age of Facility: 1993 Plans Attached? YES NO Target Start: 01/7/2016

Description of Proposed Work (explain detail of work as well as what part of facility)

All non-complaint doors may need to be replaced to comply with ADA standards.

Bathrooms appurtenances need to be modified to comply with current standards.

Non-compliant drinking fountains may need to be modified or replaced to meet current standards.

Have internal order or WBS # opened to ALMP for labor cost. ALMP cost center 211511111; fund 100000; revenue acct 424071. The following accounting #s are for laboratory, abatement, and/or other NPE. Request estimate if needed.

Accounting Numbers:	<u>1714130001</u>	<u>400860</u>	<u>512160</u>	<u>B-15229.02.01</u>
	Cost Center	Fund	G/L	Internal Order/WBS #

I have the authority to authorize ALMP to bill hourly inspection labor and laboratory expenses to the accounting numbers above for work related to this project.

Signature Berric Doringo Title Associate Engineer - Civil Date 12/31/15

Print Name Berric Doringo Div. Analyst Name Christina Brewer

Send completed form to: ASBESTOS & LEAD MANAGEMENT PROGRAM - 9601 Ridgehaven Court, Suite 320, San Diego, CA 92123 or MS 1103-A or Fax (858)492-5089

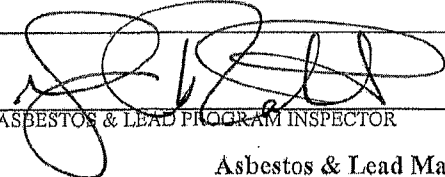
FOR OFFICE USE ONLY

Date Received 12-31-15 Inspector G. Katsikaris


Records/Inspection Information DUE to DATE of CONSTRUCTION LEAD

TESTING WAS NOT REQUIRED. SUSPECT DRYWALL WAS TESTED FOR ASBESTOS & FOUND to BE NEGATIVE.

Impact on Project NONE. PROCEED AS PLANNED.


ASBESTOS & LEAD PROGRAM INSPECTOR

1-12-16
DATE


ASBESTOS & LEAD PROGRAM MANAGER

1-12-14
DATE

Asbestos & Lead Management Program -- (858) 573-1262 (FAX) (858) 492-5089

7242



H.M. Pitt Labs, Inc.

4901 Morena Blvd · Ste 203 · San Diego, CA 92117

Lab Number: 147336-195442

Tel: 619-474-8548 · Fax: 858-412-3305

Company:

City of San Diego Environmental Services
Department
9601 Ridgehaven Court, Suite 310
San Diego, CA 92123

Date Entered: 01/11/2016**Analyzed By:** Michelle Lavallee**Date Analyzed:** 01/12/16**Customer PO / Claim#:****Contract Number:****Job Site:** Project No. 7242Date SampledWho Sampled**Lab Notes:** 24 HR TAT

01/11/2016

George Katsikaris

POLARIZED LIGHT MICROSCOPY ANALYSIS REPORT - EPA-600/R-93/116 AND EPA-600/M4-82-020

Analysis Number: 147336-1**Customer Number:** B-001**Classification:****Description:** Drywall Composite at Mech Room Entry**Results:** Non-Asbestos: 15% Cellulose Fibers in White Composite Wall System

-
- All samples tested as submitted to the lab. H.M. PITT LABS, INC. does not assume responsibility for the accuracy of the information submitted with the samples unless done by an employee of H.M. PITT LABS, INC.
 - These test results relate only to the sample(s) identified above.
 - This report may not be used to claim endorsement by NVLAP or any agency of the Federal Government.
 - This report shall not be reproduced, except in full, without written approval of H.M. Pitt Labs, Inc.
 - Samples are archived for 2 years from date of receipt and will be disposed of properly following this period.
 - Quantitative value is based on PLM CVES (Calibrated Visual Estimates) with a detection limit of <1%.

APPROVED BY:

LELAND S. PITT, CIH

Dated: 01/12/2016**REVIEWED BY:**

Page 1 of 1



CITY OF SAN DIEGO
Environmental Services Department
ALMPILSHHP - Laboratory Submittal

147336



Project # 7242 Submitted by: George Katsikaris Date: 01/11/2016 Page 1 of 1

LAB SUBMITTED TO: HM Pitt TURNAROUND TIME:
 2 HOUR 24 HOUR 48 HOUR 72 HOUR 5 DAY OTHER

The receiving Laboratory is required to complete the following:

1. All Invoices are to be sent to: Attn. Alan Johanss- City of San Diego - Environmental Services Department, 9601 Ridgehaven Court, Suite 310 San Diego, CA 92123
2. Lab reports/invoices are to contain the Project Number listed above. Do not include Purchase Order Numbers on Invoices
3. Email report to: gkatsikaris@sandiego.gov

Lab Number	Sample No.	Location	Media	Time On/Off	Flow	Volume	Analyses Requested
	B-001	Drywall Composite at Mech Room Entry	Bulk	/			PLM
				/			
				/			
				/			
				/			
				/			
				/			
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NOTES:

Relinquished by: <u>[Signature]</u>	Relinquished by: <u>[Signature]</u>
Date/Time: <u>1-11-16 @ 14:23</u>	Date/Time: <u>1-11-16 @ 15:15</u>
Received by: <u>[Signature]</u>	Received by: <u>[Signature]</u>
Date/Time: <u>1-11-16 @ 14:45</u>	Date/Time: <u>1-11-16 @ 15:23</u>

7243

4837

RECEIVED JAN 04 2016

CITY of SAN DIEGO
WORK REQUEST FOR ASBESTOS & LEAD MANAGEMENT PROGRAM

Department Public Works Dept# 2112 Division AEP

Work Requested By Berric Doringo MS# 908A Phone/Fax 619-533-5128

Facility Name/Address Police Eastern Traffic Facility 8912 Aero Drive, San Diego, CA 92123

Facility # 10029 Age of Facility: 19⁸¹ Plans Attached? YES NO Target Start: 01/7/2016

Description of Proposed Work (explain detail of work as well as what part of facility)
Existing ramp and railings at entrance needs to be replaced to meet current standards.
Existing drinking fountain needs modification or to be replaced to comply with current
standards. Restroom's may need modifications to meet current standards.

Have internal order or WBS # opened to ALMP for labor cost. ALMP cost center 2115111111; fund 100000; revenue acct 424071. The following accounting #s are for laboratory, abatement, and/or other NPE. Request estimate if needed.

Accounting Numbers: 1714130001 400860 512160 B-15229,02,01
Cost Center Fund G/L Internal Order/WBS #

I have the authority to authorize ALMP to bill hourly inspection labor and laboratory expenses to the accounting numbers above for work related to this project.

Signature Berric Doringo Title Associate Engineer - Civil Date 12/31/15

Print Name Berric Doringo Div. Analyst Name Christina Brewer

Send completed form to: ASBESTOS & LEAD MANAGEMENT PROGRAM - 9601 Ridgehaven Court, Suite 320, San Diego, CA 92123 or MS 1103-A or Fax (858)492-5089

FOR OFFICE USE ONLY

reassigned w. Blunder

Date Received 12-31-15

Inspector G. Katsikaris

Records/Inspection Information _____

Impact on Project The sample results were negative for asbestos or lead.
No impact on the project. Please see the attached
testing results.

William B. Blunder
ASBESTOS & LEAD PROGRAM INSPECTOR

2-2-16
DATE

(Signature)
ASBESTOS & LEAD PROGRAM MANAGER

2-4-16
DATE

Asbestos & Lead Management Program -- (858) 573-1262 (FAX) (858) 492-5089

7243



H.M. Pitt Labs, Inc.
4901 Morena Blvd · Ste 203 · San Diego, CA 92117

Lab Number: 147739-196104
Tel: 619-474-8548 · Fax: 858-412-3305

Company:
City of San Diego Environmental Services
Department
9601 Ridgehaven Court, Suite 310
San Diego, CA. 92123

Date Entered: 02/01/2016
Analyzed By: Edina Zakar

Date Analyzed: 02/01/16
Customer PO / Claim#:
Contract Number:

Job Site: Project #7243

Date Sampled **Who Sampled**
01/26/2016 Brad Blondet

Lab Notes: 24 HR TAT

POLARIZED LIGHT MICROSCOPY ANALYSIS REPORT - EPA-600/R-93/116 AND EPA-600/M4-82-020

Analysis Number: 147739-1

Customer Number: 7243-B-01

Classification:

Description: Restroom, Drywall, White with Textured Paper

Results:
a. Non-Asbestos: Non-Fibrous White Wall Texture
b. Non-Asbestos: 90% Cellulose Fibers in Brown Paper Backing
c. Non-Asbestos: 1% Cellulose Fibers in White Drywall

Analysis Number: 147739-2

Customer Number: 7243-B-02

Classification:

Description: Restroom, Drywall, White with Textured Paper

Results:
a. Non-Asbestos: Non-Fibrous White Wall Texture
b. Non-Asbestos: 90% Cellulose Fibers in Brown Paper Backing
c. Non-Asbestos: 1% Cellulose Fibers in White Drywall

Analysis Number: 147739-3

Customer Number: 7243-B-03

Classification:

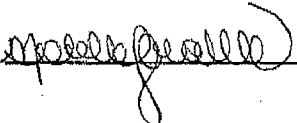
Description: Restroom, Drywall, White with Textured Paper

Results:
a. Non-Asbestos: Non-Fibrous White Wall Texture
b. Non-Asbestos: 90% Cellulose Fibers in Brown Paper Backing
c. Non-Asbestos: 1% Cellulose Fibers in White Drywall

- All samples tested as submitted to the lab, H.M. PITT LABS, INC, does not assume responsibility for the accuracy of the information submitted with the samples unless done by an employee of H.M. PITT LABS, INC.
- These test results relate only to the sample(s) identified above.
- This report may not be used to claim endorsement by NVLAP or any agency of the Federal Government.
- This report shall not be reproduced, except in full, without written approval of H.M. Pitt Labs, Inc.
- Samples are archived for 2 years from date of receipt and will be disposed of properly following this period.
- Quantitative value is based on PLM CVES (Calibrated Visual Estimates) with a detection limit of <1%.

APPROVED BY: 
LELAND S. PITT, CIH

Dated: 02/02/2016

REVIEWED BY: 

Page 1 of 1



24 HRTAT

CITY OF SAN DIEGO
Environmental Services Department
ALMP/LSHHP - Laboratory Submittal

147739

RUSH



Project # 7243

Submitted by: Wm. Brad Blondet

Date: 01 / 26 /2016

Page 1 of 1

LAB SUBMITTED TO HM Pitt Labs	TURNAROUND TIME					
	<input type="checkbox"/> 2 HOUR	<input checked="" type="checkbox"/> 24 HOUR	<input type="checkbox"/> 48 HOUR	<input type="checkbox"/> 72 HOUR	<input type="checkbox"/> 5 DAY	<input type="checkbox"/> OTHER

The receiving Laboratory is required to complete the following:

- All Invoices are to be sent to: Attn. Alan Johanss- City of San Diego – Environmental Services Department, 9601 Ridgeway Court, Suite 310 San Diego, CA 92123
- Lab reports/invoices are to contain the Project Number listed above. Do not include Purchase Order Numbers on Invoices
- Email report to: WBlondet@sandiego.gov

Lab Number	Sample No.	Location	Media	Time On/Off	Flow	Volume	Analyses Requested
	7243-B-01	Restroom, Drywall, White with textured paper	Bulk	/			PLM
	7243-B-02	Restroom, Drywall, White with textured paper	Bulk	/			PLM
	7243-B-03	Restroom, Drywall, White with textured paper	Bulk	/			PLM
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NOTES:

Missing samples from lab report #147654

Relinquished by: Wm. Brad Blondet	Relinquished by:
Date/Time: 2-1-2016	Date/Time:
Received by: <i>[Signature]</i>	Received by: <i>[Signature]</i>
Date/Time: 2-1-16 @ 15:00	Date/Time: 2/1/16 3:50pm



H.M. Pitt Labs, Inc.

4901 Morena Blvd · Ste 203 · San Diego, CA 92117

Lab Number: 147654-195964

Tel: 619-474-8548 · Fax: 858-412-3305

Company:

City of San Diego Environmental Services
Department
9601 Ridgehaven Court, Suite 310
San Diego, CA 92123

Date Entered: 01/27/2016
Analyzed By: Edina Zakar

Date Analyzed: 01/29/16
Customer PO / Claim#:
Contract Number:

Job Site: Project No. 7243

Date Sampled **Who Sampled**
01/26/2016 Client

Lab Notes: 72 HR TAT

POLARIZED LIGHT MICROSCOPY ANALYSIS REPORT - EPA-600/R-93/116 AND EPA-600/M4-82-020

Analysis Number: 147654-1

Customer Number: 7243-B-01

Classification:

Description: Restroom, Drywall, White with Paper Texture

Results: Sample Not Present

Analysis Number: 147654-2

Customer Number: 7243-B-02

Classification:

Description: Restroom, Drywall, White with Paper Texture

Results: Sample Not Present

Analysis Number: 147654-3

Customer Number: 7243-B-03

Classification:

Description: Restroom, Drywall, White with Paper Texture

Results: Sample Not Present

Analysis Number: 147654-4

Customer Number: 7243-B-04

Classification:

Description: Restroom, Floor Tile and Glue, 12x12 Gray/Yellow

Results: A: Non-Asbestos: Non-Fibrous White Floor Tile
B: Non-Asbestos: 1% Cellulose Fibers in Yellow Floor Tile Mastio

- All samples tested as submitted to the lab. H.M. PITT LABS, INC. does not assume responsibility for the accuracy of the information submitted with the samples unless done by an employee of H.M. PITT LABS, INC.
- These test results relate only to the sample(s) identified above.
- This report may not be used to claim endorsement by NVLAP or any agency of the Federal Government.
- This report shall not be reproduced, except in full, without written approval of H.M. Pitt Labs, Inc.
- Samples are archived for 2 years from date of receipt and will be disposed of properly following this period.
- Quantitative value is based on PLM CVES (Calibrated Visual Estimates) with a detection limit of <1%.

APPROVED BY:

LELANO S. PITT, CIH

Dated: 01/28/2016

REVIEWED BY:

Ginger Russ

Page 1 of 2



H.M. Pitt Labs, Inc.

4901 Morena Blvd · Ste 203 · San Diego, CA 92117

Lab Number: 147654-195964

Tel: 619-474-8548 · Fax: 858-412-3305

Company:

City of San Diego Environmental Services
Department
9601 Ridgehaven Court, Suite 310
San Diego, CA 92123

Date Entered: 01/27/2016

Analyzed By: Edina Zakar

Date Analyzed: 01/29/16

Customer PO / Claim#:

Contract Number:

Job Site: Project No. 7243

Date Sampled

Who Sampled

Lab Notes: 72 HR TAT

01/26/2016

Client

POLARIZED LIGHT MICROSCOPY ANALYSIS REPORT - EPA-600/R-93/116 AND EPA-600/M4-82-020

Analysis Number: 147654-5

Customer Number: 7243-B-05

Classification:

Description: Restroom, Floor Tile and Glue, 12x12
Gray/Yellow

Results: A: Non-Asbestos: Non-Fibrous White Floor Tile
B: Non-Asbestos: 1% Cellulose Fibers in Yellow Floor Tile Mastic

Analysis Number: 147654-6

Customer Number: 7243-B-06

Classification:

Description: Restroom, Floor Tile and Glue, 12x12
Gray/Yellow

Results: A: Non-Asbestos: Non-Fibrous White Floor Tile
B: Non-Asbestos: 1% Cellulose Fibers in Yellow Floor Tile Mastic

- All samples tested as submitted to the lab. H.M. PITT LABS, INC. does not assume responsibility for the accuracy of the information submitted with the samples unless done by an employee of H.M. PITT LABS, INC.
- These test results relate only to the sample(s) identified above.
- This report may not be used to claim endorsement by NVLAP or any agency of the Federal Government.
- This report shall not be reproduced, except in full, without written approval of H.M. Pitt Labs, Inc.
- Samples are archived for 2 years from date of receipt and will be disposed of properly following this period.
- Quantitative value is based on PLM CVES (Calibrated Visual Estimates) with a detection limit of <1%.

APPROVED BY:

LELAND S. PITT, CH

Dated: 01/28/2016

REVIEWED BY:

Ginger Russ

Page 2 of 2



CITY OF SAN DIEGO
Environmental Services Department
ALMP/LSHHP - Laboratory Submittal

147654



Project # 7243 Submitted by: Wm. Brad Blondet Date: 1/26/2016 Page 1 of 1

LAB SUBMITTED TO: HM Pitt Labs TURNAROUND TIME: 2 HOUR 24 HOUR 48 HOUR 72 HOUR 5 DAY OTHER

The receiving Laboratory is required to complete the following:

1. All invoices are to be sent to: Attn: Alan Johans - City of San Diego - Environmental Services Department, 9601 Ridgeway Court, Suite 310 San Diego, CA 92123
2. Lab reports/invoices are to contain the Project Number listed above. Do not include Purchase Order Numbers on Invoices
3. Email report to: WBlondet@sandiego.gov

Lab Number	Sample No.	Location	Media	Time On/Off	Flow	Volume	Analyses Requested
	7243-B-01	Restroom, Drywall, white with texture ^{Paper}	Bulk	/			PM
	7243-B-02	↓	↓	/			↓
	7243-B-03	↓	↓	/			↓
	7243-B-04	Restroom, Floor tile + glue ^{12x12} Gray/Yellow		/			↓
	7243-B-05	↓	↓	/			↓
	7243-B-06	↓	↓	/			↓

NOTES:

Relinquished by: <u>Wm. Brad Blondet</u> <i>William B. Blondet</i>	Relinquished by: <i>[Signature]</i>
Date/Time: <u>1-26-16</u>	Date/Time: <u>27 Jan 2016 12:45</u>
Received by: <i>[Signature]</i>	Received by: <i>Yaela [Signature]</i>
Date/Time: <u>27 Jan 2016 12:00</u>	Date/Time: <u>1/27/16 13:05</u>



City of San Diego Asbestos Lead Management Program

Eastern Traffic, 9265 Aero Drive, San Diego CA 92123



XRF Assay Results

Reading No	Time	Duration	Mode	Location	Room	Side	Component	Condition	Substrate	Color	Results	PbC	Units
1	1/26/16 13:35	140.89										2.53	cps
2	1/26/16 13:37	20	K & L				CALIB. CHECK			RED	Negative	0.9	mg / cm ^2
3	1/26/16 13:38	20	K & L				CALIB. CHECK			RED	Negative	0.9	mg / cm ^2
4	1/26/16 13:39	20	K & L				CALIB. CHECK			RED	Negative	0.8	mg / cm ^2
5	1/26/16 13:51	1.11	Std.	EASTERN	EXTERIOR	A	HANDRAIL	INTACT	WOOD	BLUE	Negative	0	mg / cm ^2
6	1/26/16 13:51	1.11	Std.	EASTERN	EXTERIOR	A	HANDRAIL	INTACT	METAL	BLUE	Negative	0	mg / cm ^2
7	1/26/16 13:52	2.49	Std.	EASTERN	EXTERIOR	A	FLOOR	INTACT	CONCRETE	TAN	Negative	0	mg / cm ^2
8	1/26/16 13:55	1.11	Std.	EASTERN	INTERIOR	D	DOOR FRAME	INTACT	METAL	TAN	Negative	0	mg / cm ^2
9	1/26/16 13:55	3.34	Std.	EASTERN	INTERIOR	D	WALL	INTACT	DRYWALL	TAN	Negative	0	mg / cm ^2
10	1/26/16 14:16	20	K & L				CALIB. CHECK			RED	Negative	0.9	mg / cm ^2
11	1/26/16 14:16	20	K & L				CALIB. CHECK			RED	Negative	0.8	mg / cm ^2
12	1/26/16 14:17	20	K & L				CALIB. CHECK			RED	Negative	0.8	mg / cm ^2

APPENDIX H

ADVANCED METERING INFRASTRUCTURE (AMI) DEVICE PROTECTION

Protecting AMI Devices in Meter Boxes and on Street Lights

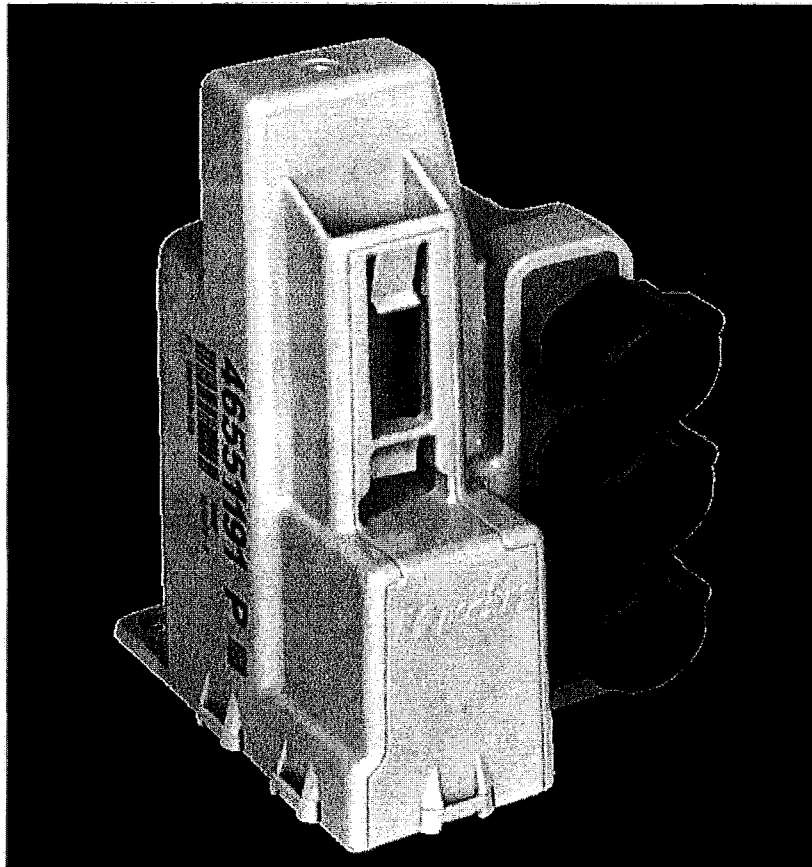
The Public Utilities Department (PUD) has begun the installation of the Advanced Metering Infrastructure (AMI) technology as a new tool to enhance water meter reading accuracy and efficiency, customer service and billing, and to be used by individual accounts to better manage the efficient use of water. **All AMI devices shall be protected per Section 5-2, "Protection", of the 2015 Whitebook.**

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

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

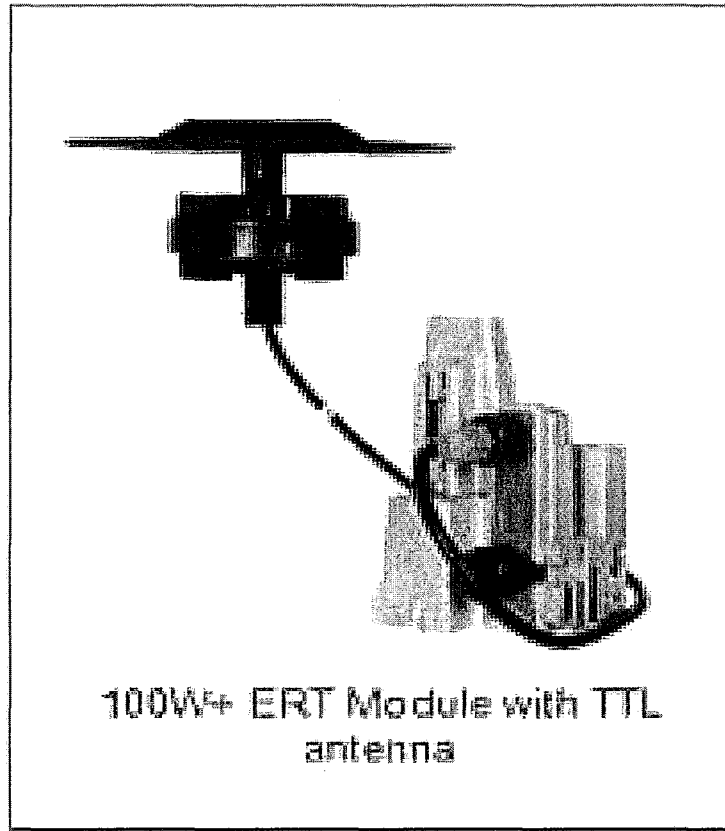
- A. Endpoints, see Photo 1:

Photo 1



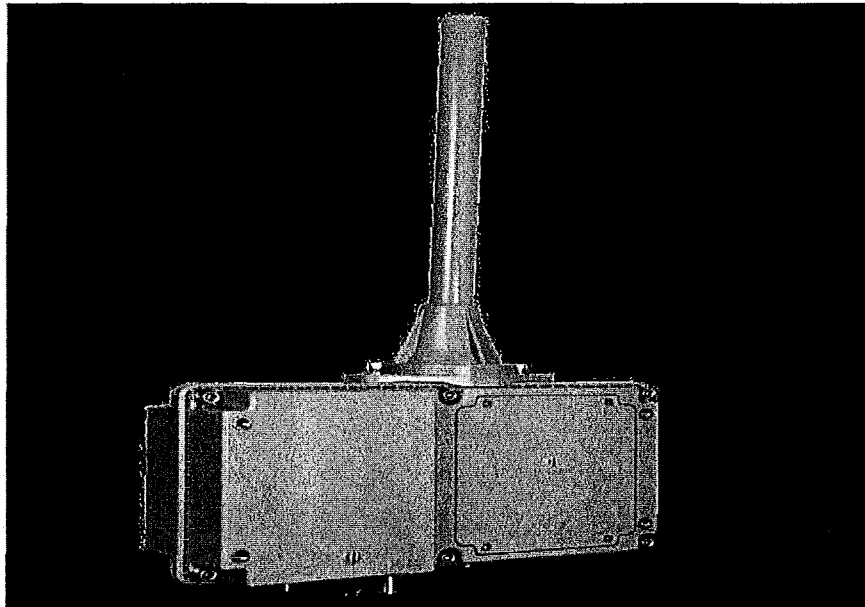
- B. AMI Antenna attached to Endpoint (antenna not always required), see Photo 2:

Photo 2



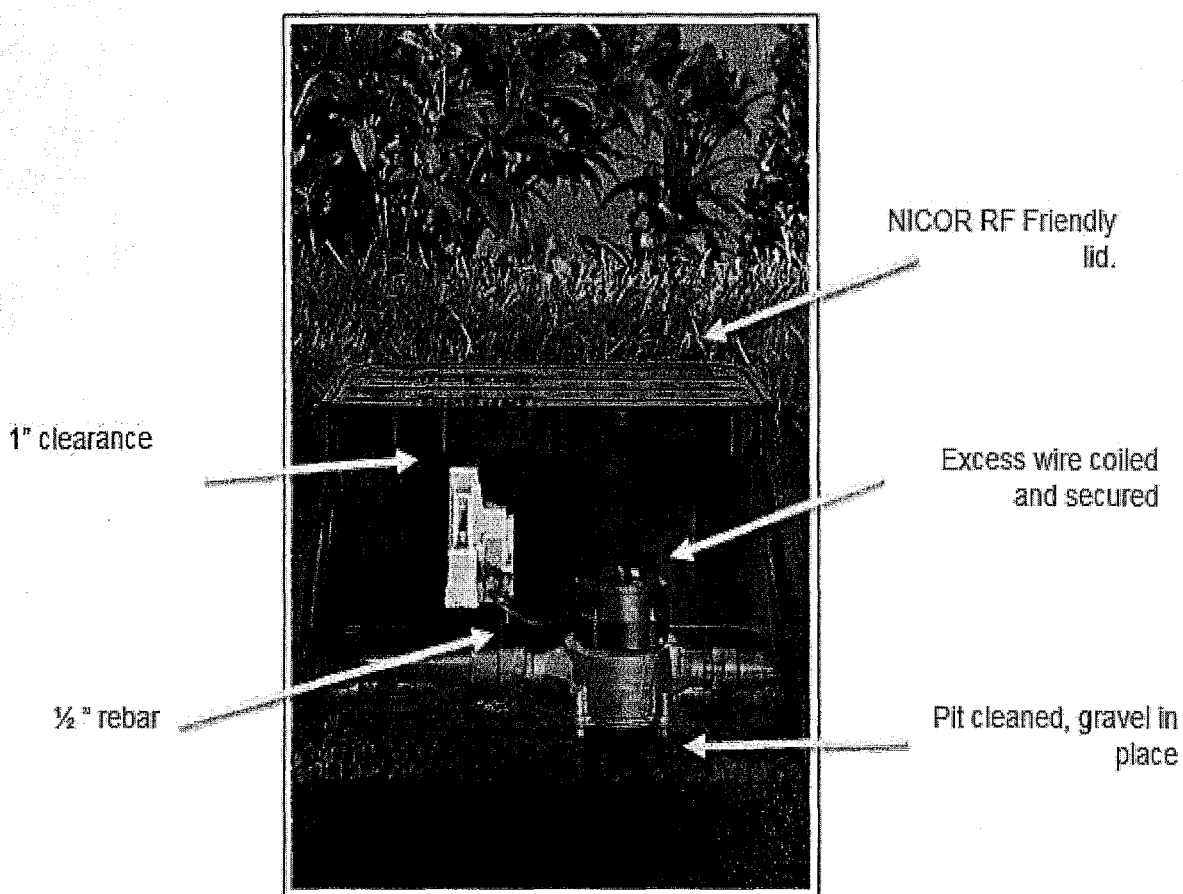
Network Devices, see Photo 3:

Photo 3



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

Photo 4



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

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

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

Photo 5

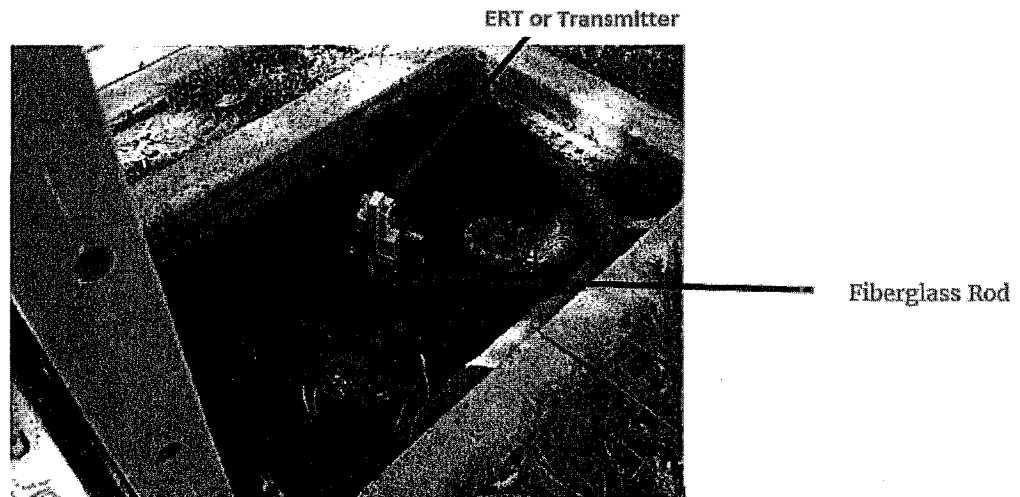
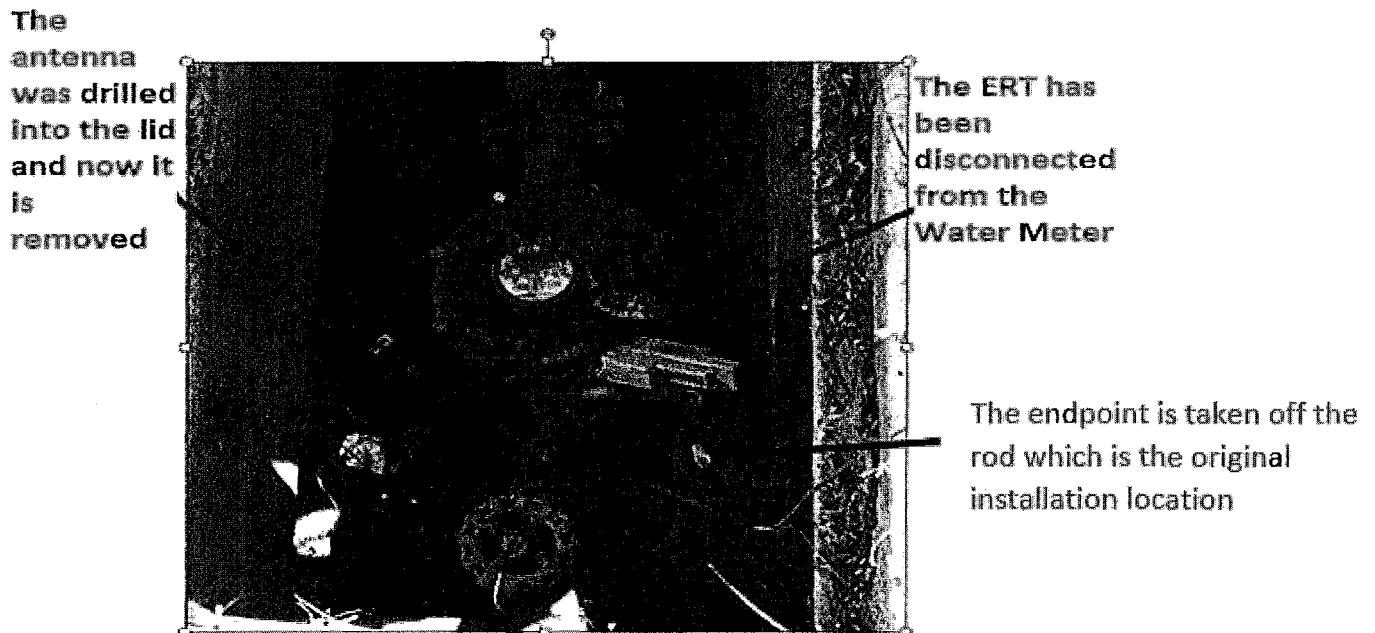


Photo 6 below is an example of disturbance that shall be avoided:

Photo 6



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

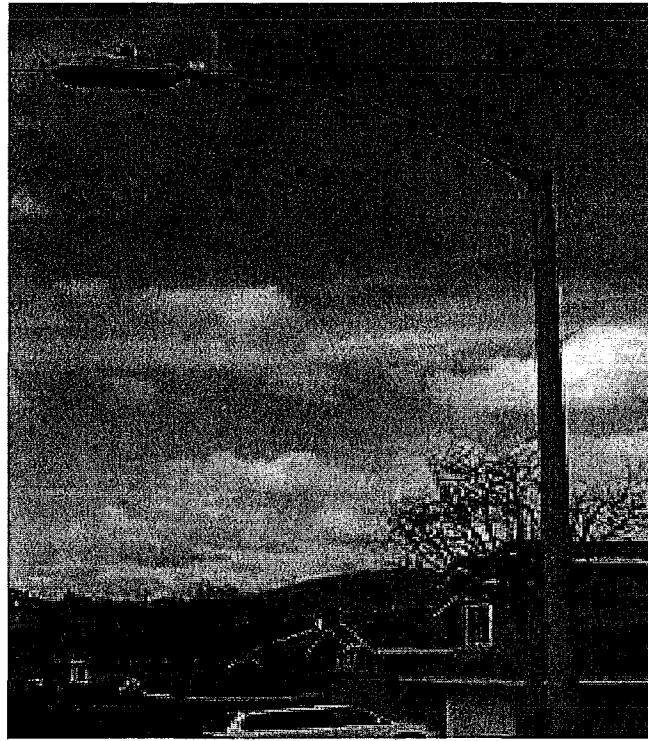
Photo 7



Another component of the AMI system are the Network Devices. The Network Devices are strategically placed units (mainly on street light poles) that collect interval meter reading data from multiple meters for transmission to the Department Control Computer. **If you come across any of these devices on street lights that will be removed or replaced (refer to Photos 8 and 9 below), notify AMI Project Manager Arwa Sayed at (619) 362-0121 immediately.**

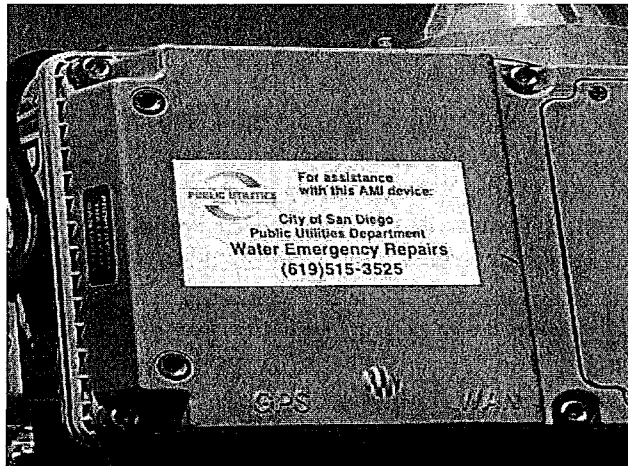
Photo 8 shows an installed network device on a street light. On the back of each Network Device is a sticker with contact information. See Photo 9. **Call PUD Water Emergency Repairs at 619-515-3525 if your work will impact these street lights.** These are assets that belong to the City of San Diego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

Photo 8



Network Device

Photo 9



If you encounter any bad installations, disconnected/broken/buried endpoints, or inadvertently damage any AMI devices or cables, notify the Resident Engineer immediately. The Resident Engineer will then immediately contact the AMI Project Manager, Arwa Sayed, at (619) 362-0121.

ATTACHMENT F

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ATTACHMENT G

EVALUATION AND SELECTION CRITERIA

ATTACHMENT G

EVALUATION AND SELECTION CRITERIA

Proposals will be ranked according to the criteria described below:

1. Addenda to this RFP – Pass / Fail

- 1.1. The Proposer shall acknowledge each addendum issued in connection with this RFP, by listing all issued addenda on an Addenda Acknowledgement sheet to be submitted with the Proposal. Failure to acknowledge all issued addenda may result in the Proposal being considered **non-responsive** and ineligible for further consideration.
- 1.2. Including copies of addenda with the Proposal shall not constitute acknowledgement of issued addenda.

2. Proposer Exceptions to this RFP – Pass / Fail

- 2.1. If the Proposer takes exception to any portion of the contract terms, the Proposer must identify and explain to the City in writing the basis for the exception. The Proposer must submit any claimed exception a minimum of 10 calendar days prior to the due date for submission of Proposals. Exceptions taken after the submission period for this RFP may be cause for rejection of the Proposal as being **non-responsive**.

3. Summary of Proposal (2 Points Max)

- 3.1. Each Proposer must submit a one to two page summary of its Proposal.

4. Project Team (8 Points Max)

- 4.1. Describe the proposed management plan for this Project. Describe the qualifications of key proposed construction and technical personnel, and subcontractors, from applicable fields including the following:
 - 4.1.1. Civil
 - 4.1.2. Architectural
 - 4.1.3. Structural (if needed)
 - 4.1.4. Mechanical
 - 4.1.5. Electrical
 - 4.1.6. Geotechnical
 - 4.1.7. Community Liaison

4.1.8. **Certified Access Specialist (CASp)** – A Certified Access Specialist is required for both design and construction phase. Please provide CASp Certification number.

4.2. Please reference any past Design-Build experience you have and detail how this experience will be utilized to manage this project and describe: how you worked as a team, the key challenges, the overall project management plan, and all coordination efforts.

5. Technical Approach and Design Concept (20 Points Max)

5.1. Describe in detail the proposed design concept for this Project. The completeness and technical merit of the design concept will be evaluated.

The following elements shall be included in this Technical Proposal:

5.1.1. Proposed Design (0-10 points) – describe your proposed design concept per the requirements of Attachment A (Scope of Work) of the RFP within the limits of the project budget, schedule, and concept. Include detailed descriptions, conceptual design drawings, schematics, a list of major equipment, and any other information deemed necessary to allow the City to make an informed evaluation of the Design-Builder's technical approach. Describe the design and technical issues involved in the Project, including those related to coordinating multiple sites and the approach to address any Project issues. Also, please describe how the CASp will be involved in both the design and construction phases.

5.1.2. Proposed Design Schedule (0-8 points) - outline the proposed design schedule, including sequencing of each major design component (30%, 60%, 100% and Final design, and permitting) and proposed durations.

5.1.3. Storm Water Management (0-1 points) – describe how storm water management will be addressed, in accordance with requirements set in the RFP.

5.1.4. Durability and Ease of Maintenance (0-1 points) – describe ease of maintenance, durability, and functional life expectancy of materials.

6. Construction Plan (40 Points Max)

6.1. Describe the proposed construction plan for this Project, including the following, at a minimum:

6.1.1. Construction approach and methods - Please include description of planned labor resources that will be used to meet proposed schedule.

6.1.2. Plan for operation of facility during construction.

- 6.1.3. Plan for phasing of construction activities. Please describe in detail how you plan to coordinate between the 10 sites to ensure the smooth transition of work between sites.
- 6.1.4. Proposed construction schedule. The Design-Builder shall include a summary level critical path method (CPM) schedule in the form of a bar chart that identifies all Project milestones set forth in this RFP, as well as all critical activities the Design-Builder anticipates performing and coordinating with others to complete the Project. The Design-Builder shall include with the schedule a narrative explaining detailed procedures for ensuring all Project milestones are met, and also identifying if work will be done on multiple sites concurrently. **An accelerated schedule is HIGHLY desirable.** Proposals that show valid means to reduce the duration of the Project will be given favorable consideration if they demonstrate realistic activity durations and no increase in Project cost.
- 6.1.5. Coordination Procedures: The Design-Builder shall include a summary of coordination procedures. Including but not limited:
 - Procedures of coordinating work for several different facilities and users.
 - Management and construction procedures that will allow facilities to operate during construction operations.
 - Procedures and technical tools/software for tracking and dissemination of information, such as As-builts, RFI's, and submittals etc.
 - Partnering procedures to ensure cohesion of all members of team.
- 6.1.6. Traffic Control Management
- 6.1.7. Community Impact
- 6.1.8. Community Outreach Services

7. Equal Employment and Contracting Opportunity (25 Points Max)

- 7.1. Failure to submit the required EOCP information will result in Proposal being determined as **non-responsive**.
- 7.2. Subcontractor Documentation
 - 7.2.1. The Proposer shall, at a minimum, provide with its Price Proposal a listing of at least 3 of the largest Subcontractors (constructors only) for the Project and all other Subcontractors (design professionals, etc.) that are known at the time it submits its Proposal using form AA05 and AA25. **Note:** Subcontractors include design professionals, as well.

- 7.2.2. Work which requires Subcontractors that are not listed by Proposer at time of Award shall be let by Proposer in accordance with a competitive bidding process performed solely at Proposer's expense. Proposer shall provide public notice of the availability of the Work to be subcontracted, obtain competitive bids, and provide a fixed date and time on which the subcontracted work will be awarded. Subcontractors bidding on subcontracts pursuant to this provision shall be afforded the protection of all applicable laws, including Public Contract Code sections 4100 through 4114, inclusive.
- 7.2.3. The Proposer may select Subcontractors and Suppliers in one of 3 competitive ways i.e., lowest responsible bidder, best value for price and qualifications, or highest qualifications. Prior to construction NTP, the Proposer shall do the following:
- 7.2.3.1. Submit the selection method used to the City in accordance with 2-5.3, "Submittals."
 - 7.2.3.2. Pre-qualify Subcontractors and Suppliers, in a manner at least as stringent as the City's pre-qualification standards.
 - 7.2.3.3. Review the Subcontractors and Suppliers ultimately chosen to verify that that they have not been debarred and are in good standing as a licensed contractor in California.
- 7.2.4. Open all Subcontract bids and provide to the City one copy without reservation or redaction. All records relevant to the award and performance of Subcontractors and Suppliers shall be public and provided to the City upon request and without redaction. The City may administer bidding itself for Subcontractors and Suppliers, or to direct the bidding procedures to be used by the Proposer.
- 7.2.5. The Proposer may use its corporate-generated subcontractor agreement to retain Subcontractors or Suppliers, provided the subcontractor agreement contains the terms required to be included in Subcontracts by this Contract.
- 7.2.6. The points will be awarded according to the chart below, based upon actual subcontract award amounts, as set forth in the price proposals.

OUTCOME		MAXIMUM POSSIBLE POINTS
1	5% - 9% participation SLBE, ELBE or DVBE	5
2	10%-14% participation SLBE, ELBE or DVBE	10
3	15%-19% participation SLBE, ELBE or DVBE	15

OUTCOME		MAXIMUM POSSIBLE POINTS
4	20%-24% participation SLBE, ELBE or DVBE	20
5	25% participation SLBE, ELBE or DVBE	25
In no case the points shall exceed 25.		

8. Presentation/Interview and Reference Checks (5 Points Max)

- 8.1. Presentation and Interview - Evaluation of Design-Builder Team qualifications, experience, proposal and presentation. The Design-Builder's information and Proposal details provided during presentation will be part of the Proposal evaluation.
- 8.2. Reference Checks - A minimum of 3 references will be required.

TOTAL POINTS: 100

9. Review of Technical Proposal

- 9.1. Following the receipt of the Technical Proposal, the City anticipates allotting 2 weeks for review of the Technical Proposals.
- 9.2. Subsequent to receipt, the City will provide written notice of the schedule for technical presentations. The purpose of the presentations is to allow the Panel to ask questions and to seek clarifications about the Proposal. It also provides an opportunity for the Design-Builders to elaborate on and highlight significant parts of their Proposals. This schedule will be on a random draw basis and has no bearing on the potential for award or other significance.
 - 9.2.1. Interviews will consist of thirty (30) minute presentations by each Design-Builder; and (30) minutes for questions and answers. The presentations shall be given by the Design-Builders' key personnel who will be continuously involved on site or in San Diego in proportion to their level of involvement.
 - 9.2.2. The Design-Builders are responsible for bringing any and all equipment and materials that are required for the presentation. The City will not provide any equipment or materials for presentations.

10. Final Selection Based On Adjusted Low Proposal

- 10.1. The ranking of each Design-Builder during the Technical Proposal review and the interviews will serve as the divisor of the Price Proposal and determine the weighted price.
- 10.2. Following review of the Technical Proposals and the presentations/interviews, the resulting qualitative evaluation scores will be totaled, averaged and converted to

a decimal. The Proposal price will then be divided by the scores from the Technical Proposals. This becomes the Adjusted Low Proposal. The lowest adjusted proposal will be recommended for contract award. The adjustment to the Price Proposal is for selection purposes only. The Price Proposal as submitted is the actual Contract Price.

10.3. The following example illustrates the process:

Design-Builder	Qualitative Score (100 Maximum)	Price Proposal	Adjusted Price *
A	0.85	\$1,000,000.00	\$1,176,471
B	0.95	\$1,300,000.00	\$1,368,421
C	0.65	\$900,000.00	\$1,384,615
* The adjustment to the Proposal is for selection only. Firm "A" has Adjusted Lowest Proposal. The Price Proposal is the actual Contract amount.			

ATTACHMENT H

PRICE FORMS

PRICE FORMS

PROPOSAL FORM

The Design-Builder agrees to the design and construction of **ADA ACCESSIBILITY IMPROVEMENTS GROUP I & II**, for the City of San Diego, in accordance with these contract documents for the lump sum price listed below. The Design-Builder guarantees the proposed prices for a period of 120 Days (90 Days for federally funded contracts and contracts valued at \$500,000 or less) from the date Proposals are due until the award of the Project. The duration of the price guarantee 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.

Item No.	NAICS CODE	Description	Quantity	D*	Unit	Unit Price	Extension
PROPOSAL							
1. Hexagon Building at Tierrasanta Community Park and Recreation Center							
1	524126	Bonds (Payment and Performance)	1		LS	XXXXXX	\$ 6000
2	541330	Engineering and Design Services	1	D	LS	XXXXXX	\$ 22000
3	236220	Construction	1		LS	XXXXXX	\$ 170000
4		Permit Fees (EOCP Type I)	1		AL	XXXXXX	\$4,600.00
5		City Contingency (EOC Type II)	1		AL	XXXXXX	\$14,000.00
6	541330	WPCP Development	1	D	LS	XXXXXX	\$ 3000
7	237990	WPCP Implementation	1		LS	XXXXXX	\$ 5000
2. Balboa Park Bridge Club							
8	524126	Bonds (Payment and Performance)	1		LS	XXXXXX	\$ 7000
9	541330	Engineering and Design Services	1	D	LS	XXXXXX	\$ 30000
10	236220	Construction	1		LS	XXXXXX	\$ 272 500
11		Permit Fees (EOCP Type I)	1		AL	XXXXXX	\$4,600.00
12		City Contingency (EOC Type II)	1		AL	XXXXXX	\$8,739.25
13	541330	WPCP Development	1	D	LS	XXXXXX	\$ 3000
14	237990	WPCP Implementation	1		LS	XXXXXX	\$ 5000
3. Balboa Park Chess/Horseshoe Club							
15	524126	Bonds (Payment and Performance)	1		LS	XXXXXX	\$ 5000

PRICE FORMS

Item No.	NAICS CODE	Description	Quantity	D*	Unit	Unit Price	Extension
16	541330	Engineering and Design Services	1	D	LS	XXXXXX	\$ 18000
17	236220	Construction	1		LS	XXXXXX	\$ 170000
18		Permit Fees (EOCP Type I)	1		AL	XXXXXX	\$4,600.00
19		City Contingency (EOC Type II)	1		AL	XXXXXX	\$10,217.00
20	541330	WPCP Development	1	D	LS	XXXXXX	\$ 3000
21	237990	WPCP Implementation	1		LS	XXXXXX	\$ 5000
4. Normal Heights Community Center							
22	524126	Bonds (Payment and Performance)	1		LS	XXXXXX	\$ 7000
23	541330	Engineering and Design Services	1	D	LS	XXXXXX	\$ 24000
24	236220	Construction	1		LS	XXXXXX	\$ 282500
25		Permit Fees (EOCP Type I)	1		AL	XXXXXX	\$4,600.00
26		City Contingency (EOC Type II)	1		AL	XXXXXX	\$9,600.00
27	541330	WPCP Development	1	D	LS	XXXXXX	\$ 3000
28	237990	WPCP Implementation	1		LS	XXXXXX	\$ 5000
5. Ocean Beach Childcare Center							
29	524126	Bonds (Payment and Performance)	1		LS	XXXXXX	\$ 6000
30	541330	Engineering and Design Services	1	D	LS	XXXXXX	\$ 20000
31	236220	Construction	1		LS	XXXXXX	\$ 160000
32		Permit Fees (EOCP Type I)	1		AL	XXXXXX	\$4,600.00
33		City Contingency (EOC Type II)	1		AL	XXXXXX	\$13,000.00
34	541330	WPCP Development	1	D	LS	XXXXXX	\$ 3000
35	237990	WPCP Implementation	1		LS	XXXXXX	\$ 5000
6. Carmel Mountain Branch Library							
36	524126	Bonds (Payment and Performance)	1		LS	XXXXXX	\$ 7000

PRICE FORMS

Item No.	NAICS CODE	Description	Quantity	D*	Unit	Unit Price	Extension
37	541330	Engineering and Design Services	1	D	LS	XXXXXX	\$ 25000
38	236220	Construction	1		LS	XXXXXX	\$ 236000
39		Permit Fees (EOCP Type I)	1		AL	XXXXXX	\$7,000.00
40		City Contingency (EOC Type II)	1		AL	XXXXXX	\$7,200.00
41	541330	WPCP Development	1	D	LS	XXXXXX	\$ 3000
42	237990	WPCP Implementation	1		LS	XXXXXX	\$ 5000
7. Hourglass Field Comfort Station							
43	524126	Bonds (Payment and Performance)	1		LS	XXXXXX	\$ 5000
44	541330	Engineering and Design Services	1	D	LS	XXXXXX	\$ 16000
45	236220	Construction	1		LS	XXXXXX	\$ 140000
46		Permit Fees (EOCP Type I)	1		AL	XXXXXX	\$7,000.00
47		City Contingency (EOC Type II)	1		AL	XXXXXX	\$4,556.00
48	541330	WPCP Development	1	D	LS	XXXXXX	\$ 3000
49	237990	WPCP Implementation	1		LS	XXXXXX	\$ 5000
8. Ned Baumer Pool/Aquatic Center							
50	524126	Bonds (Payment and Performance)	1		LS	XXXXXX	\$ 6000
51	541330	Engineering and Design Services	1	D	LS	XXXXXX	\$ 21000
52	236220	Construction	1		LS	XXXXXX	\$ 210000
53		Permit Fees (EOCP Type I)	1		AL	XXXXXX	\$7,000.00
54		City Contingency (EOC Type II)	1		AL	XXXXXX	\$6,825.00
55	541330	WPCP Development	1	D	LS	XXXXXX	\$ 3000
56	237990	WPCP Implementation	1		LS	XXXXXX	\$ 5000
9. Police Eastern Traffic Facility							
57	524126	Bonds (Payment and Performance)	1		LS	XXXXXX	\$ 6000

PRICE FORMS

Item No.	NAICS CODE	Description	Quantity	D*	Unit	Unit Price	Extension
58	541330	Engineering and Design Services	1	D	LS	 	\$ 20000
59	236220	Construction	1		LS	 	\$100000
60		Permit Fees (EOCP Type I)	1		AL	 	\$7,000.00
61		City Contingency (EOC Type II)	1		AL	 	\$8,074.00
62	541330	WPCP Development	1	D	LS	 	\$ 3000
63	237990	WPCP Implementation	1		LS	 	\$ 5000
10. Standley Handball Court							
64	524126	Bonds (Payment and Performance)	1		LS	 	\$ 4498.75
65	541330	Engineering and Design Services	1	D	LS	 	\$ 15000
66	236220	Construction	1		LS	 	\$130000
67		Permit Fees (EOCP Type I)	1		AL	 	\$7,000.00
68		City Contingency (EOC Type II)	1		AL	 	\$4,290.00
69	541330	WPCP Development	1	D	LS	 	\$ 3000
70	237990	WPCP Implementation	1		LS	 	\$ 5000
TOTAL FOR DESIGN-BUILD PROPOSAL (ITEMS NO 1 THROUGH 70, INCLUSIVE)							\$2,420,000.00

*** Design Element (For City Use)**

Total Price For Design-Build Proposal, (Items 1 through 70, inclusive) amount written in words:

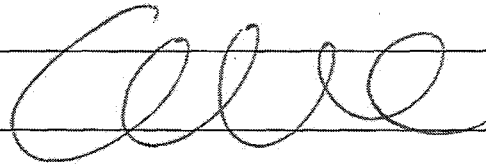
Two Million Four Hundred Twenty-Six Thousand Dollars and Zero Cents.

Design-Builder: 3-D Enterprises, Inc

Title: Vice President

PRICE FORMS

Signature:



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

3-D Enterprises, Inc

Doris Elghanayan, President

Shahrokh Elibu, Vice President

IMPORTANT NOTICE: If Design-Builder 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 Design-Builder or other interested person is an individual, state first and last names in full.

PRICE FORMS

NOTES:

- A. The Contract Price to be used in the selection process as described in Attachment G of the RFP will be determined by the base proposal alone.
- B. After the selected Design-Builder has been determined, the City may, at its sole discretion, award the contract for the Base Proposal alone or for the Base Proposal plus one or more alternates.
- C. Proposals shall not contain any recapitulation of the Work. Conditional Proposals may be rejected as being **non-responsive**. Alternative proposals will not be considered unless called for.
- D. Subcontractors' License Numbers must be filled in. Failure to provide the information specified may deem the bidder **non-responsive**.
- E. Blank spaces must be filled in. The Design-Builder's failure to submit a price may render the Proposal non-responsive and ineligible for award.
- 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 conflict between the Product of the Quantity x Unit Price and the written Extension, the Product shall govern.
- H. In the case of conflict, between the sum of the Extensions and the Bid Total, the sum of the Extensions shall govern.
- I. Proposals shall not contain any recapitulation of the Work. Conditional Proposals may be rejected as being nonresponsive.
- J. Alternative proposals will not be considered unless called for.
- K. Subcontractors' License Number must be filled in. Failure to provide the information specified may deem the bidder nonresponsive.

PRICE PROPOSAL FORMS

DESIGN-BUILD LIST OF SUBCONTRACTORS TO BE INCLUDED IN THE PRICE PROPOSAL ONLY

In accordance with the requirements of the "Subletting and Subcontracting Fair Practices Act", Section 4100, of the Public Contract Code (PCC), The Design-Builder is to 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 Design-Builder's total Bid. The Design-Builder is to list below the portion of the work which will be done by each Subcontractor. The Design-Builder is to list only one Subcontractor for each portion of the Work. The **DOLLAR VALUE** of the total Bid to be performed by the Subcontractor is to be stated for all Subcontractors listed. Failure to comply with the listing of the Subcontractors as specified may result in the Bid being rejected as non-responsive and ineligible for award. The Design-Builder is to list all SLBE, ELBE, DBE, DVBE, MBE, WBE, OBE, WoSB, SDB, HUBZone, and SDVOSB Subcontractors that Design-Builder are seeking recognition towards achieving any subcontracting participation percentages.

NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONSTRUCTOR OR DESIGNER	SUBCONTRACTOR LICENSE NUMBER	TYPE OF WORK	DOLLAR VALUE OF SUBCONTRACT	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB	WHERE CERTIFIED	CHECK IF JOINT VENTURE PARTNERSHIP
Name: <u>Sandra L. Miles</u> Address: <u>2048 Aldergrove Ave.</u> City: <u>Escondido</u> State: <u>CA</u> Zip: <u>92029</u> Phone: <u>8584672611</u> Email: <u>Smiles@access-sp.com</u>	<u>Designer</u>	<u>CASP 346</u>	<u>Certified Access Specialist</u>	<u>TBD</u>	<u>ELBE</u> <u>14A81274</u>	<u>City</u>	
Name: <u>Blue Pacific</u> Address: <u>7350 Opportunity Rd</u> City: <u>San Diego</u> State: <u>CA</u> Zip: <u>92111</u> Phone: _____ Email: <u>S.L.Hu@bluepacific.com</u>	<u>Construction</u>	<u>824455</u> <u>DIR</u> <u>1000003217</u>	<u>Bldg. work</u>	<u>121000</u>	<u>ELBE</u>	<u>City</u>	

- ⓪ As appropriate, Design-Builder 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 | | |
- ⓪ As appropriate, Design-Builder shall indicate if Subcontractor is certified 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 Design-Builder will not receive any subcontracting participation percentages if the Design-Builder fails to submit the required proof of certification.

PRICE PROPOSAL FORMS

DESIGN-BUILD LIST OF SUBCONTRACTORS TO BE INCLUDED IN THE PRICE PROPOSAL ONLY

In accordance with the requirements of the "Subletting and Subcontracting Fair Practices Act", Section 4100, of the Public Contract Code (PCC), The Design-Builder is to 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 Design-Builder's total Bid. The Design-Builder is to list below the portion of the work which will be done by each Subcontractor. The Design-Builder is to list only one Subcontractor for each portion of the Work. The **DOLLAR VALUE** of the total Bid to be performed by the Subcontractor is to be stated for all Subcontractors listed. Failure to comply with the listing of the Subcontractors as specified may result in the Bid being rejected as non-responsive and ineligible for award. The Design-Builder is to list all SLBE, ELBE, DBE, DVBE, MBE, WBE, OBE, WoSB, SDB, HUBZone, and SDVOSB Subcontractors that Design-Builder are seeking recognition towards achieving any subcontracting participation percentages.

NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONSTRUCTOR OR DESIGNER	SUBCONTRACTOR LICENSE NUMBER	TYPE OF WORK	DOLLAR VALUE OF SUBCONTRACT	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB	WHERE CERTIFIED	CHECK IF JOINT VENTURE PARTNERSHIP
Name: <u>In-Line Fence</u> Address: <u>P.O. Box 2037</u> City: <u>Ramona</u> State: <u>CA</u> Zip: <u>92005</u> Phone: <u>700890282</u> Email: <u>johel@inlinerail.com</u>	Constructor	769516 DIR 1000002605	Fence	28000	DBE 14089		
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____							

ⓐ As appropriate, Design-Builder 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 | | |

ⓑ As appropriate, Design-Builder shall indicate if Subcontractor is certified 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 Design-Builder will not receive any subcontracting participation percentages if the Design-Builder fails to submit the required proof of certification.

PRICE PROPOSAL FORMS

DESIGN-BUILD NAMED EQUIPMENT/MATERIAL SUPPLIER LIST TO BE INCLUDED IN THE PRICE PROPOSAL ONLY

For credit calculations for City-funded contracts, see Chapter 11 in The WHITEBOOK. For non-City funded contracts, refer to the Funding Agency Provisions. If no indication of the supplier, manufacturer, or non-supplier is provided, listed firm will receive no credit for purpose 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: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____	None					
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____						

Ⓞ As appropriate, Design-Builder 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		

Ⓞ As appropriate, Design-Builder shall indicate if Vendor/Supplier is certified by:

City of San Diego	CITY	State of California Department of Transportation	CALTRANS
California Public Utilities Commission	CPUC	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 Design-Builder will not receive any subcontracting participation percentages if the Design-Builder fails to submit the required proof of certification.

ATTACHMENT I

CERTIFICATIONS AND FORMS

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

Design-Build Proposal

1. The undersigned The Design-Builder proposes and agrees, if this Proposal is accepted, to enter into an agreement with the City in the form included in the Contract Documents to perform the Work as specified or indicated in said Contract Documents entitled **ADA ACCESSIBILITY IMPROVEMENTS GROUP I & II Design - Build Contract**

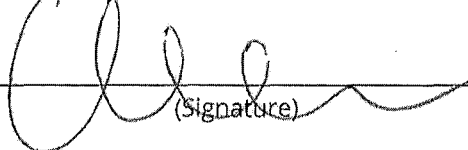
2. This Proposal will remain open for the period stated in the RFP unless otherwise required by law. The Design-Builder will enter into an agreement within the time and in the manner required in the RFP and will furnish the insurance certificates, Payment Bond, and Performance Bond required by the Contract Documents.

3. The Design-Builder has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality where the Work is to be performed, the legal requirements (federal, state and local laws, ordinances, rules, and regulations), and the conditions affecting cost, progress or performance of the Work and has made such independent investigations as The Design-Builder deems necessary.

To all the foregoing, and including all Proposal schedule(s) and information required of the Design-Builder contained in this Proposal Form, said The Design-Builder further agrees to complete the Work and Services required under the Contract Documents within the Contract Time stipulated in said Contract Documents, and to accept in full payment therefore the Contract Price based on the Total Proposal Price(s) named in the aforementioned Proposal schedule(s).

Dated: 01/12/17

The Design-Builder: 3-D Enterprises, Inc

By:  (Signature)

Title: Vice President

Design-Builder's General Information

To the City of San Diego:

Pursuant to the "Request for Proposal", 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 proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the proposer has not directly or indirectly induced or solicited any other proposer to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any proposer or anyone else to put in a sham proposal, or that anyone shall refrain from proposing; that the proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the proposer or any other proposer, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other proposer, 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 proposal are true; and, further, that the proposer has not, directly or indirectly, submitted his or her proposal 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, proposal depository, or to any member or agent thereof to effectuate a collusive or sham proposal. The undersigned proposer(s) further warrants that proposer(s) has thoroughly examined and understands the entire Contract Documents (plans and specifications) and the Proposal Documents therefore, and that by submitting said Proposal Documents as its proposal, proposer(s) acknowledges and is bound by the entire Contract Documents, including any addenda issued thereto, as such Contract Documents incorporated by reference in the Proposal Documents.

IF A SOLE OWNER OR SOLE CONTRACTOR SIGN HERE:

- (1) Name under which business is conducted _____
- (2) Signature (Given and surname) of proprietor _____
- (3) Place of Business (Street & Number) _____
- (4) City and State _____ Zip Code _____
- (5) Telephone No. _____ Facsimile No. _____
- (6) Email Address _____

IF A PARTNERSHIP, SIGN HERE:

(1) Name under which business is conducted _____

(2) Name of each member of partnership, indicate character of each partner, general or special (limited):

(3) Signature (Note: Signature must be made by a general partner)

Full Name and Character of partner

(4) Place of Business (Street & Number) _____

(5) City and State _____ Zip Code _____

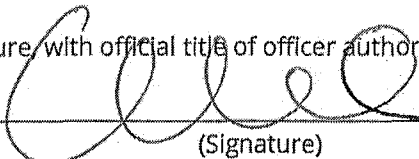
(6) Telephone No. _____ Facsimile No. _____

(7) Email Address _____

IF A CORPORATION, SIGN HERE:

(1) Name under which business is conducted 3-D Enterprises, Inc

(2) Signature, with official title of officer authorized to sign for the corporation:



(Signature)

Shahrokh Elihu

(Printed Name)

Vice President

(Title of Officer)

(Impress Corporate Seal Here)

(3) Incorporated under the laws of the State of California

(4) Place of Business (Street & Number) 3015 Kearny Villa Rd #203

(5) City and State San Diego, CA Zip Code 92123
(6) Telephone No. 858 530 2202 Facsimile No. 844 318 2832
(7) Email Address office@3d-nt.com

THE FOLLOWING SECTIONS MUST BE FILLED IN BY ALL PROPOSERS:

In accordance with the "Request for Proposal", the proposer holds a California State Contractor's license for the following classification(s) to perform the work described in these specifications:

LICENSE CLASSIFICATION A, B

LICENSE NO. 021125 EXPIRES 06/30/17

DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) REGISTRATION NUMBER: 1000003764

This license classification must also be shown on the front of the proposal envelope. Failure to show license classification on the proposal envelope may cause return of the proposal unopened.

TAX IDENTIFICATION NUMBER (TIN): 330744177

E-Mail Address: office@3d-nt.com

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 [Handwritten Signature] Title Vice President

SUBSCRIBED AND SWORN TO BEFORE ME, THIS 12 DAY OF January, 2017

Notary Public In and for the County of San Diego, State of California

(NOTARIAL SEAL)

JURAT

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

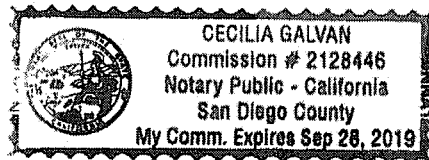
State of California

County of San Diego

Subscribed and sworn to (or affirmed) before me on this 12 day of January,
20 17 by Shahrokh Elihu

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Cecilia Galvan
Signature (Seal)



OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Design-Builder's General Information
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages 3 Document Date _____

Additional Information _____

INSTRUCTIONS

The wording of all Jurats completed in California after January 1, 2015 must be in the form as set forth within this Jurat. There are no exceptions. If a Jurat to be completed does not follow this form, the notary must correct the verbiage by using a jurat stamp containing the correct wording or attaching a separate jurat form such as this one which does contain the proper wording. In addition, the notary must require an oath or affirmation from the document signer regarding the truthfulness of the contents of the document. The document must be signed AFTER the oath or affirmation. If the document was previously signed, it must be re-signed in front of the notary public during the jurat process.

- State and county information must be the state and county where the document signer(s) personally appeared before the notary public.
- Date of notarization must be the date the signer(s) personally appeared which must also be the same date the jurat process is completed.
- Print the name(s) of the document signer(s) who personally appear at the time of notarization.
- Signature of the notary public must match the signature on file with the office of the county clerk.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different jurat form.
 - ❖ Additional information is not required but could help to ensure this jurat is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
- Securely attach this document to the signed document with a staple.

CONTRACTOR'S CERTIFICATION OF PENDING ACTIONS

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

CHECK ONE BOX ONLY.

- The undersigned certifies that within the past 10 years the Bidder has NOT been the subject of a complaint or pending action in a legal administrative proceeding alleging that Bidder discriminated against its employees, subcontractors, vendors or suppliers.

- The undersigned certifies that within the past 10 years the Bidder has been the subject of a complaint or pending action in a legal administrative proceeding alleging that Bidder discriminated against its employees, subcontractors, vendors or suppliers. A description of the status or resolution of that complaint, including any remedial action taken and the applicable dates is as follows:

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

Contractor Name: 3-D Enterprises, Inc

Certified By S. Elku Title Vice President
Name
[Signature] Date 01/12/17
Signature

USE ADDITIONAL FORMS AS NECESSARY

PERFORMANCE BOND AND LABOR AND MATERIAL MEN'S BOND

FAITHFUL PERFORMANCE BOND AND LABOR AND MATERIAL MEN'S BOND:

3-D Enterprises, Incorporated, a corporation, as principal, and The Hanover Insurance Company, a corporation authorized to do business in the State of California, as Surety, hereby obligate themselves, their successors and assigns, jointly and severally, to The City of San Diego a municipal corporation in the sum of **Two Million Four Hundred Twenty-Six Thousand Dollars and .00/100 (\$2,426,000.00)** for the faithful performance of the annexed contract, and in the sum of **Two Million Four Hundred Twenty-Six Thousand Dollars and .00/100 (\$2,426,000.00)** for the benefit of laborers and materialmen designated below.

Conditions:

If the Principal shall faithfully perform the annexed contract **ADA ACCESSIBILITY IMPROVEMENTS GROUP I & II**, San Diego, California then the obligation herein with respect to a faithful performance shall be void; otherwise it shall remain in full force.

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

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

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

PERFORMANCE BOND AND LABOR AND MATERIALMEN'S BOND (Cont.)

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

Dated February 16, 2017

Approved as to Form

3-D Enterprises, Incorporated


Principal

By 

Shahrokh Elho

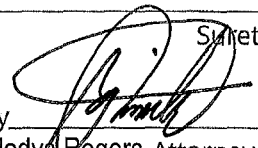
Printed Name of Person Signing for
Principal

Mara W. Elliott, City Attorney

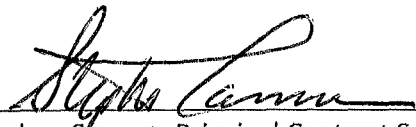
By 
Deputy City Attorney

The Hanover Insurance Company

Surety

By 
Gladys Rogers, Attorney-in-fact

Approved:

By 
Stephen Samara, Principal Contract Specialist
Public Works Contracts

10509 Vista Sorrento Parkway, Suite 106

Local Address of Surety

San Diego, CA 92121

Local Address (City, State) of Surety

858-200-4108

Local Telephone No. of Surety

Premium \$ 22,834.00

Bond No. 1016710

ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

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

State of California }

County of San Diego }

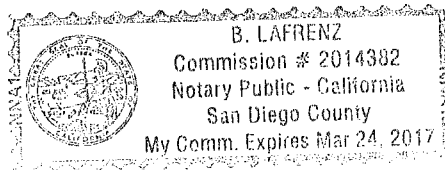
On 16 February 2017 before me, B. Lafrenz, Notary Public
(Here insert name and title of the officer)

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

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

WITNESS my hand and official seal.

B. Lafrenz
Notary Public Signature



(Notary Public Seal)

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

CAPACITY CLAIMED BY THE SIGNER

Individual (s)

Corporate Officer

_____ (Title)

Partner(s)

Attorney-in-Fact

Trustee(s)

Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they~~, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

**THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA**

POWER OF ATTORNEY

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

KNOW ALL PERSONS BY THESE PRESENTS:

That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, (hereinafter individually and collectively the "Company") does hereby constitute and appoint,

Brooke Lafrenz, Larry D. Cogdill, Michael Thomas, Gladys Rogers and /or Audrey Rodriguez

Of **Venbrook Insurance Services of Del Mar, CA** each individually, if there be more than one named, as its true and lawful attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, any and all surety bonds, recognizances, undertakings, or other surety obligations. The execution of such surety bonds, recognizances, undertakings or surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company, in their own proper persons. Provided however, that this power of attorney limits the acts of those named herein; and they have no authority to bind the Company except in the manner stated and to the extent of any limitation stated below:

Any such obligations in the United States, not to exceed Thirty Million and No/100 (\$30,000,000) in any single instance

That this power is made and executed pursuant to the authority of the following Resolutions passed by the Board of Directors of said Company, and said Resolutions remain in full force and effect:

RESOLVED: That the President or any Vice President, in conjunction with any Vice President, be and they hereby are authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as it acts, to execute and acknowledge for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company in their own proper persons.

RESOLVED: That any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or Vice President in conjunction with any Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile. (Adopted October 7, 1981 – The Hanover Insurance Company; Adopted April 14, 1982 – Massachusetts Bay Insurance Company; Adopted September 7, 2001 – Citizens Insurance Company of America)

IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by two Vice Presidents, this 20th day of June, 2016.



THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

Robert Thomas
Robert Thomas, Vice President

THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

J. Michael Peto
J. Michael Peto, Vice President

THE COMMONWEALTH OF MASSACHUSETTS)
COUNTY OF WORCESTER) ss.

On this 20th day of June 2016 before me came the above named Vice Presidents of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations.



Diane J. Marino
Diane J. Marino, Notary Public
My Commission Expires March 4, 2022

I, the undersigned Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Powers of Attorney are still in force and effect.

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this 16th day of February, 2017

CERTIFIED COPY

Theodore G. Martinez
Theodore G. Martinez, Vice President

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

State of California

County of San Diego

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

CONTRACTOR CERTIFICATION

DRUG-FREE WORKPLACE

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

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

CONTRACTOR CERTIFICATION

AMERICAN WITH DISABILITIES ACT (ADA) COMPLIANCE CERTIFICATION

I hereby certify that I am familiar with the requirements of San Diego City Council Policy No. 100-4 regarding the American With Disabilities Act (ADA) outlined in the WHITEBOOK, Section 7-13.2, "American With Disabilities Act", of the project specifications, and that:

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

CONTRACTOR CERTIFICATION

CONTRACTOR STANDARDS – PLEDGE OF COMPLIANCE

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

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

CONTRACTOR CERTIFICATION

EQUAL BENEFITS ORDINANCE CERTIFICATION

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

ATTACHMENT J

DESIGN-BUILD AGREEMENT

DESIGN-BUILD AGREEMENT

This Design-Build agreement [Contract] is made and entered into this _____ day of __, 20XX, by and between The City of San Diego [City], a municipal corporation, and **3-D Enterprises, Inc.** [Design-Builder], for the purpose of designing and constructing the **ADA Accessibility Improvements Group I & II (RFP)** (Project) in the amount of **Two Million Four Hundred Twenty-Six Thousand Dollars and .00/100 (\$2,426,000.00)**. The City and Design-Builder are referred to herein as the "Parties".

RECITALS

- A. The City desires to construct the Project located in the City of San Diego, California.
- B. The City desires to contract with a single entity for design and construction of the Project, as set forth in this Agreement.
- C. The City has issued Request for Proposal (RFP) number **K-17-1478-DB1-3-A** for **ADA Accessibility Improvements Group I & II (RFP)**, pursuant to which the City solicited Proposals from design-build teams to design, rehabilitate, and build the Project.
- D. In accordance with City's RFP, Design-Builder submitted a Proposal for the Project and is prepared to enter into this Agreement.
- E. The City has selected the Design-Builder to perform, either directly or pursuant to Subcontracts, hereinafter defined, the design, engineering, and construction services set forth in this Agreement and the Contract Documents, hereinafter defined.
- F. The Design-Builder is ready, willing, and able to perform the services required in accordance with the terms and conditions of this Agreement.
- G. Execution of this Agreement by the Design-Builder is a representation that the Design-Builder has visited the Site, become familiar with the local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

In consideration of the above recitals and the mutual covenants and conditions set forth herein, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby set forth their mutual covenants and understandings as follows.

AGREEMENT

- A. Recitals and Attachments. The above referenced recitals are true and correct and are incorporated into this Agreement by this reference. All attachments referenced in this Agreement section are incorporated into the Contract by this reference.
- B. Contract Performance. The Design-Builder shall design and construct the Project in a good and workmanlike manner to the satisfaction of the City, lien free and in compliance with the Contract Documents and within the time specified, in return for timely payment by the City in accordance with the Contract.
- C. Attachments. All attachments e.g., Reference Standards in the RFP, Supplementary Special Provisions (SSP), the attached Faithful Performance and Payment Bonds, Agreement and Supplemental Agreements, and the attached Proposal included in the Proposal documents by the Contractor are incorporated into the Contract by this reference.
- D. Contract Documents. This Contract incorporates the 2012 Edition of the Standard Specifications for Public Works Construction [The GREENBOOK], including amendments set forth in the 2012 edition of the San Diego Specifications for Public Works Construction [The WHITEBOOK]. The Contract

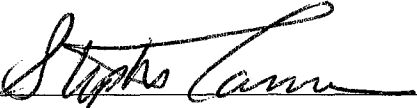
Documents shall include the items mentioned in section 2-5.2 of The WHITEBOOK and shall follow that order of precedence.

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

THE CITY OF SAN DIEGO

APPROVED AS TO FORM

Mara W. Elliott, City Attorney

By 

By 

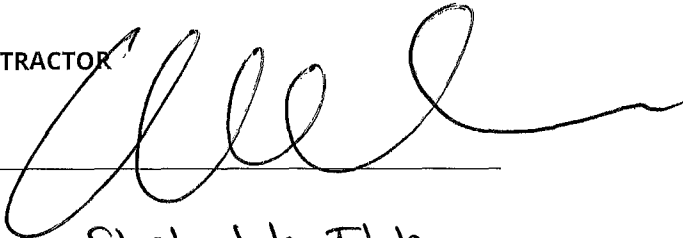
Print Name: Stephen Samara, Principal Contract Specialist
Public Works Department

Print Name: Bonny Hsu
Deputy City Attorney

Date: 5-17-17

Date: 5/19/17

CONTRACTOR

By 

Print Name: Shahrokh Elnho

Title: Vice President

Date: 02/21/17

City of San Diego License No.: B1994008349

State Contractor's License No.: 621125

City of San Diego

CITY CONTACT: Clementina Giordano, Contract Specialist, Email: CGiordano@sandiego.gov
Phone No. (619) 533-3481, Fax No. (619) 533-3633

ADDENDUM "3" PROPOSAL DOCUMENTS



FOR

ADA ACCESSIBILITY IMPROVEMENTS GROUP I & II

RFP NO.:	<u>K-17-1478-DB1-3-A</u>
SAP NO. (WBS/IO/CC):	<u>B-15222, B-15229</u>
CLIENT DEPARTMENT:	<u>1714, 1914, 1613</u>
COUNCIL DISTRICT:	<u>1, 2, 3, 5, 6, 7</u>
PROJECT TYPE:	<u>BE, BD, BH</u>

PROPOSALS DUE:

**12:00 NOON
JANUARY 12, 2017
CITY OF SAN DIEGO
PUBLIC WORKS CONTRACTS
1010 SECOND AVENUE, 14th FLOOR, MS 614C
SAN DIEGO, CA 92101**

A. CHANGES TO CONTRACT DOCUMENTS

The following changes to the RFP are hereby made effective as though originally issued with the RFP. The Design-Builders are reminded that all previous requirements to this solicitation remain in full force and effect.

B. ADDENDUM

1. To ADDENDUM 2, Item B, BIDDER's QUESTIONS, page 3, Q12. and A12., **DELETE** in their entirety and **SUBSTITUTE** with the following:
 - Q12. Please confirm if the caged locker room area is part of the public area and are to be included in the Ned Baumer Pool/Aquatic Center proposal.
 - A12. The caged locker room that are used by the City College sports teams is not part of scope.
2. To ADDENDUM 2, Item B, BIDDER's QUESTIONS, page 4, Q13. and A13., **DELETE** in their entirety and **SUBSTITUTE** with the following:
 - Q13. During the job walk it was stated that Miramar College was going to be responsible for the site signs. Please clarify what signs the college will furnish and install and what signs will be the contractor's responsibility.
 - A13. The exit signage has been removed from the scope. Please reference Addendum 1 for signage requirements.
3. To ADDENDUM 2, Item B, BIDDER's QUESTIONS, page 6, Q31. and A31., **DELETE** in their entirety and **SUBSTITUTE** with the following:
 - Q31. Miramar Pool: All flatwork directly adjacent to existing pools have non-compliant grades. Please verify whether replacement of all flatwork adjacent to pools is part of this project.
 - A31. If the flatwork is in the path of travel to the areas that need to be accessible (drinking fountain, showers, locker rooms, etc.), then it needs to be made compliant.

C. CHANGES TO THE REQUEST FOR PROPOSALS

1. To SECTION 1, INTRODUCTION AND PROJECT OVERVIEW, page 3, Item 1.4., **DELETE** in its entirety and **SUBSTITUTE** with the following:

1.4. PROPOSAL DUE DATE AND TIME ARE: JANUARY 12, 2017, at 12 NOON.

2. To SECTION 3, SELECTION AND AWARDS SCHEDULE, page 6, items, **3.4.** through **3.7.**, **DELETE** in their entirety and **SUBSTITUTE** with the following:

3.4.	Proposal Due Date	JANUARY 12, 2017
3.5.	Presentations and Interviews	JANUARY 18, 2017
3.6.	Selection and Notification	FEBRUARY 06, 2017
3.7.	Limited Notice to Proceed	MARCH 07, 2017

James Nagelvoort, Director
Public Works Department

Dated: *January 6, 2017*
San Diego, California

JN/AJ/Lad

City of San Diego

CITY CONTACT: Clementina Giordano, Contract Specialist, Email: CGiordado@sandiego.gov
Phone No. (619) 533-3481, Fax No. (619) 533-3633

ADDENDUM "2"

REQUEST FOR PROPOSAL

FOR



ADA ACCESSIBILITY IMPROVEMENTS GROUP I & II

BID NO.:	K-17-1478-DB1-3-A
SAP NO. (WBS/IO/CC):	B-15222, B-15229
CLIENT DEPARTMENT:	1714, 1914, 1613
COUNCIL DISTRICT:	1, 2, 3, 5, 6, 7
PROJECT TYPE:	BE, BD, BH

PROPOSAL DUE:

**12:00 NOON
JANUARY 12, 2017
CITY OF SAN DIEGO
PUBLIC WORKS CONTRACTS
1010 SECOND AVENUE, 14th FLOOR, MS 614C
SAN DIEGO, CA 92101**

A. CHANGES TO CONTRACT DOCUMENTS

The following changes to the RFP are hereby made effective as though originally issued with the RFP. The Design-Builders are reminded that all previous requirements to this solicitation remain in full force and effect.

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

B. BIDDER'S QUESTIONS

Q1. At the Carmel Mountain Ranch Branch Library, are Contractors responsible for bringing the patio concrete and planter beads in compliance?

A1. No, the Contractors are not responsible for bringing the patio concrete and planter beads in compliance.

Q2. At the Carmel Mountain Ranch Branch Library, are Contractors responsible for the print stations kiosk?

A2. No, the Contractors are not responsible for the print stations kiosk

Q3. At the Carmel Mountain Ranch Branch Library, are Contractors responsible for upgrading the window latches to ADA compliant hardware?

A3. No, the contractors are not responsible for upgrading the window latches to ADA compliant hardware, only the doors..

Q4. Are Contractors responsible for supplying any assisted listening equipment?

A4. No, the Contractors are not responsible for supplying any assisted listening equipment.

Q5. What is the fire alarm system/manufacturer used at each site?

A5. Since this is a barrier removal, the Fire Alarm system is not to be included in scope to remove the major barriers of this project.

- Q6. Is the traffic circle at Hourglass Field Comfort Station to be included in contractor's scope?
- A6. The accessible path of travel will be determined by the Design- Builder and shall be included in the scope.
- Q7. Is the volleyball court at Hourglass Field Comfort Station to be included in contractor's scope?
- A7. No, the volleyball court at Hourglass Field Comfort Station are not to be included in contractor's scope
- Q8. How many parking spaces are designated for the Hourglass Field Comfort Station?
- A8. If there are no compliant ADA parking, at least one (1) needs to be made complaint, if there are certain numbers of existing ADA parking spaces that are non-complaint, these number of parking spaces need to be made complaint.
- Q9. Are contractors responsible for the current non-compliant parking at Ned Baumer Pool/Aquatic Center?
- A9. Yes if, the ADA parking is non-complaint, it would need to be made complaint.
- Q10. Is the roundabout drop off area included in the Ned Baumer Pool/Aquatic Center, or is it part of the Miramar College?
- A10. The scope shall include the path of travel; the accessible path of travel will be determined by the Design-Builder.
- Q11. Are contractors responsible for pool wheelchair lifts? Code requires one permanently installed lift for each pool type and two for pools with perimeters greater than 300 LF.
- A11. No, they are not responsible for pool wheelchair lifts.
- Q12. Please confirm if the caged locker room area is part of the public area and are to be included in the Ned Baumer Pool/Aquatic Center proposal.
- A12. Confirmed.

- Q13. During the job walk it was stated that Miramar College was going to be responsible for the site signs. Please clarify what signs the college will furnish and install and what signs will be the contractor's responsibility.
- A13. Please reference addendum #1, the exit signage has been removed from the scope and only ADA signs will need to be required as part of the scope.
- Q14. Is the score board at the Ned Baumer Pool/Aquatic Center to be included in the contractor's scope?
- A14. No, the score board at the Ned Baumer Pool/Aquatic Center are not to be included in the contractor's scope
- Q15. Are contractors responsible for a new ADA bench with a back at the Normal Heights Community Center?
- A15. If the codes and standards requires it.
- Q16. How many ADA parking spaces are required at Balboa Park Redwood Bridge Club?
- A16. It is the Design-Builder's responsibility to determine the number of ADA parking per codes and standards.
- Q17. Is the Balboa Park Redwood Bridge Club considered a historic?
- A17. No, the Balboa Park Redwood Bridge Club is not considered a historic
- Q18. How many ADA parking spaces are required at Balboa Park Chess/Horseshoe Club?
- A18. It is the Design-Builder's responsibility to determine the path of travel from the ADA parking to the entrance of the facility. At least one (1) ADA parking space in the path of travel needs to be complaint.
- Q19. Are contractors required to make all areas of the Balboa Park Chess/Horseshoe Club accessible?
- A19. Please refer to attachment A of the RFP for areas that need to be made ADA compliant. Since this is a barrier removal project the areas

defined in scoping documents (attachment A) are considered the areas required for removal of major barriers.

Q20. Are contractors required to make all areas of the Ocean Beach Child Care Center accessible?

A20. Please refer to attachment A of the RFP for areas that need to be made ADA compliant. This project is intended to remove major barriers.

Q21. Is it the City's intent to have the Ocean Beach Child Care Center facility dedicated to children only?

A21. As far as the intent of Childcare, yes, they are only caring for children at this time.

Q22. Will the City include an allowance for new compliant furnishings or are contractor required to include new furnishings in their proposal?

A22. There is no furnishing allowance, any furnishing required as part of to remove major barrier shall be included in Design-Builder's price proposal.

Q23. Is the public right of way part of contractor's scope?

A23. No, the public right of way is not part of the Contractor's scope

Q24. Are play structures part of contractor's scope?

A24. No, the play structures are not part of contractor's scope

Q25. Since the Ocean Beach Child Care Center facility services different age group, are contractors required to upgrade all portion of the facility?

A25. The two buildings will be treated as one (1) facility, and only the minimum will be required.

Q26. At Ocean Beach Child Care Center, are the adult bathrooms for employees only?

A26. No, some of the kids are allowed to use the adult bathrooms.

- Q27. Are there any specific security requirements needed for worker to access each of the modernization areas?
- A27. No, there are no special security requirements.
- Q28. Have staging and laydown areas been established for each site?
- A28. No staging areas has been designated. The selected Design-Builder will need to coordinate with City staff at each location for staging.
- Q29. Will general contractors be required to onsite trailer, or will space be made available in the existing buildings of each location?
- A29. General Contractors will not be required to have an onsite trailer, and there is no available space inside the existing building.
- Q30. Will an owner/inspector trailer be required for this project?
- A30. No, they will not be required for this project.
- Q31. Miramar Pool: All flatwork directly adjacent to existing pools have non-compliant grades. Please verify whether replacement of all flatwork adjacent to pools is part of this project.
- A31. The path of travel up to the pool area will need to be made compliant and not the areas directly adjacent to the pools.
- Q32. Supplementary Special Provisions 2-3.2 Self Performance notes that the self-performance percentage requirements will be waived for prime contractors meeting the Class B License requirements of this contract. Please confirm that the percentage is waived for contractor meeting this requirement for this contract.
- A32. Confirmed.
- Q33. RFP section 2 Subcontractor participation, item 2.1.1 notes the ELBE and SLBE mandatory participation percentage at a minimum 15.3%. Attachment G, item 7.2.6 notes the participation for SLBE, ELBE and DVBE subcontractors. Are DVBE subcontractors part of the mandatory participation percentage? Please clarify if DVBE participation is part of this project.
- A33. DVBE is referenced in attachment G for scoring, but it is not

considered in the calculation of the 15.3% mandatory participation requirement.

Q34. Given the complexity of the RFP submittal requirements and the time of year, would it be possible to get a two-week extension of the due date to January 19, 2017?

A34. The City will push the proposal due date one (1) week. See new date on page 1 of this addendum.

James Nagelvoort, Director
Public Works Department

Dated: *December 29, 2016*
San Diego, California

JN/AJ/Lad

City of San Diego

CITY CONTACT: Clementina Giordano, Contract Specialist, Email: CGiordado@sandiego.gov
Phone No. (619) 533-3481, Fax No. (619) 533-3633

ADDENDUM "1"

REQUEST FOR PROPOSAL (RFP)



FOR

ADA ACCESSIBILITY IMPROVEMENTS GROUP I & II

BID NO.:	K-17-1478-DB1-3-A
SAP NO. (WBS/IO/CC).:	B-15222, B-15229
CLIENT DEPARTMENT:	1714, 1914, 1613
COUNCIL DISTRICT:	1, 2, 3, 5, 6, 7
PROJECT TYPE:	BE, BD, BH

PROPOSAL DUE:

12:00 NOON
JANUARY 5, 2017
CITY OF SAN DIEGO
PUBLIC WORKS CONTRACTS
1010 SECOND AVENUE, 14th FLOOR, MS 614C
SAN DIEGO, CA 92101
Attn: Contract Specialist

A. CHANGES TO CONTRACT DOCUMENTS

The following changes to the RFP are hereby made effective as though originally issued with the RFP. The Design-Builders are reminded that all previous requirements to this solicitation remain in full force and effect.

B. BIDDER'S QUESTIONS

Q1. Balboa Park Chess/Horseshoe Club – Scope of work calls for the corridor to the women's room to be modified. During the site visit we were instructed to include the corridor to the men's room as well. Please verify if we should include the path of travel to the men's room as well in our schedule and pricing.

A1. Please refer to Attachment D, Item 2 of this Addendum.

Q2. Balboa Park Chess/Horseshoe Club – The corridors to the women's and men's room are wide, exterior, concrete slabs. Should we modify these only wide enough to comply with ADA or would you prefer we go out to the control joint for aesthetics?

A2. Per the RFP, the entire corridor to the men's and women's restrooms needs to be made ADA compliant. Any demolition and replacement of concrete work would need to extend up to the next panel or construction joint.

Q3. Appendix H of the project manual/specifications is for Advanced Metering Infrastructure (AMI) Device Protection. I do not see this specified in any of the Scopes of Work for the individual sites nor was it referenced during the site visits. Please advise if this is to be included and if so at which sites.

A3. Please refer to Attachment E – Supplementary Special Provisions, section 5-2 of the RFP. Attachment E applies to all sites.

Q4. Balboa Park Club as-built plans provided are for a building different than the one we toured on the site walk. Please provide plans/as-builts for the Balboa Park Bridge Club.

A4. Building plans at this location are not currently available.

Q5. Ocean Beach Child Care Center as-built plans provided only contains water and sewer plans. Please provide plans for the buildings.

A5. Building plans at this location are not currently available.

- Q6. Hourglass Field Comfort Station as-built plans do not contain building plans. Please provide plans for the buildings.
- A6. Drawing 25292-D has been uploaded which contains Electrical, Irrigation, Planting and Grading Plan. See FTP link below. Architectural sheets are not currently available.
- [ftp://ftp.sannet.gov/OUT/ECP/AEP/ADA%20Accessibility%20Improvements%20Group%20I%20%7E%20IV/ADA%20Group%20I%20%20&%20II/As%20Builts%20\(For%20Reference%20Only\)/Hourglass%20Field%20Comfort%20Station/](ftp://ftp.sannet.gov/OUT/ECP/AEP/ADA%20Accessibility%20Improvements%20Group%20I%20%7E%20IV/ADA%20Group%20I%20%20&%20II/As%20Builts%20(For%20Reference%20Only)/Hourglass%20Field%20Comfort%20Station/)
- Q7. Police Eastern Traffic Facility as-builts do not contain a floor plan. Please provide a floor plan for the building.
- A7. Please refer to drawing "SDPD" sheet A1 for floor plan. See FTP link below:
- [ftp://ftp.sannet.gov/OUT/ECP/AEP/ADA%20Accessibility%20Improvements%20Group%20I%20%7E%20IV/ADA%20Group%20I%20%20&%20II/As%20Builts%20\(For%20Reference%20Only\)/Police%20Eastern%20Traffic%20Facility/](ftp://ftp.sannet.gov/OUT/ECP/AEP/ADA%20Accessibility%20Improvements%20Group%20I%20%7E%20IV/ADA%20Group%20I%20%20&%20II/As%20Builts%20(For%20Reference%20Only)/Police%20Eastern%20Traffic%20Facility/)
- Q8. Normal Heights Community Center scope of work calls to make "all existing Men's and Women's restrooms and their appurtenances accessible." There is a unisex restroom in the office area which we were instructed during the job walk is not part of the scope. Please confirm the unisex office restroom is not included in the scope of work.
- A8. Confirmed.
- Q9. RFI for the path of egress emergency lighting: "Please confirm that for any ADA path of egress that is part of this project, that emergency egress lighting is part of the scope of work for this project."
- A9. Emergency egress lighting is not included in the scope.
- Q10. RFI for restroom lighting. "Please confirm that for any ADA restrooms part of this project, that emergency egress lighting is part of the scope of work for this project."
- A10. Emergency egress lighting is not included in the scope.
- Q11. RFI for plumbing: Will the replaced single level drinking fountains require double level (high/low) drinking fountains?
- A11. Please follow all appropriate codes and standards as referenced on page 10 and page 20 of the RFP.

Q12. RFI for plumbing: Will the "employee restroom" at the normal heights community center need to be made accessible?

A12. No, it is not part of scope.

Q13. Based on the technical submittal requirements of the RFP (which will contain large files such as design concept schematics, design and construction schedules, etc.) and past experience submitting bids via E-bids, will the City consider having bids received in a hard copy format which is more suitable to accommodate the technical submittal portion of the RFP?

A13. All bids to be submitted electronically per the RFP.

Q14. Can the land surveying CAD files be prepared and submitted in AutoCAD dwg format instead of Microstation?

A14. Please submit Microstation files per RFP attachment E - Supplementary Special Provisions, section 2-9.2, 2-9.2.1, 2-9.2.2, and 2-9.2.3.

C. CHANGES TO THE PROPOSAL DOCUMENT

1. To Request for Proposal, Section 1, Introduction and Project Overview, page 3, Subsection 1.1 Solicitation, **DELETE** in its entirety and **SUBSTITUTE** with the following:

1.1 SOLICITATION

1.1.1. This is the City of San Diego's (City) solicitation process to acquire Design-Build services for the **ADA ACCESSIBILITY IMPROVEMENTS GROUP I & II** Design-Build project.

1.1.2. This RFP describes the Project, the required Scope of Work and Services, the Design-Builder selection process, the minimum information that shall be included in the Proposal for this Project and the terms and conditions governing the Work. Failure to submit all requested information in accordance with the requirements of this Request for Proposal (RFP) may be cause for disqualification.

1.1.3. Each Proposal properly executed as required by this RFP shall constitute a firm offer, which may be accepted by the City within the time specified in the Proposal.

1.1.4. This RFP will not commit the City to award a contract, to defray any costs incurred in the preparation of a Proposal pursuant to this RFP, or to procure or contract for the Work.

1.1.5. Selection announcements, contract awards, and all data provided by the City shall be protected by the Design-Builder from public disclosure. The Design-Builders desiring to release information to the public, shall receive prior written approval from the City.

1.1.6. The Design-Builder, by submitting a response to this RFP, agrees to provide the required services for the terms and conditions noted in this RFP and its exhibits if awarded by the City. The agreement and other terms and conditions are included in the Design-Build Contract and The GREENBOOK, The WHITEBOOK, and the Supplementary Special Provisions (SSP).

1.1.7. Any architectural firms, engineering firms, specialty consultants, or individuals retained by the City to assist in drafting the RFPs or the Project's preliminary design may not be eligible to participate in the competition with any Design-Build Entity without the prior written consent of City.

2. To Request for Proposal, Section 3, Selection and Award Schedule, page 6, Subsection 3.5., **DELETE** in its entirety and **SUBSTITUTE** with the following:

3.5. Presentations and Interviews: **JANUARY 11, 2017.**

3. To Request for Proposal, Section 4, INSTRUCTIONS TO BIDDERS, page 7 through 16, **DELETE** in their entirety and **SUBSTITUTE** with INSTRUCTION TO PROPOSERS AND GENERAL CONDITIONS page 8 through 22 of this Addendum.

D. ATTACHMENTS

1. To Attachment A, Project Description and Scope of Work, Section 2, Scope of Work, Sub-section 2.2., Balboa Park Bridge Club, page 23, Item Path of Travel, **DELETE** in its entirety and **SUBSTITUTE** with the following:

Path of Travel

Evaluate and modify existing non-compliant walkways with non-compliant slopes and vertical deflections and provide an accessible path of travel to the Bridge Club, including compliant signage to identify the accessible route. A compliant ramp, landing and handrails may be needed. Exterior lights are at non-compliant heights and are protrusions into the POT, evaluate and modify.

Facility

Evaluate and modify existing non-compliant exit signage, doors, door

hardware, landings, and thresholds. All non-compliant door closers shall be adjusted or replaced with compliant hardware, including smooth surface at bottom as required. Interior ramps must be compliant. Fire extinguishers and non-compliant service countertops must be mounted at a compliant height and not cause an obstruction. Handrails and stair striping shall comply with current accessibility requirements. Protruding objects must be modified and made compliant. Evaluate existing non-compliant interior corridors and modify as needed to provide a compliant interior path of travel. Evaluate and modify non-compliant Kitchen doorway, counter height, floor slope, mounted amenities, library entrance slope and threshold and Office door clear width.

2. To Attachment A, Project Description and Scope of Work, Section 2, Scope of Work, Sub-section 2.3., Balboa Park Chess/Horseshoe Club, page 24, Item Restrooms, **DELETE** in its entirety and **SUBSTITUTE** with the following:

Restrooms

The corridor to the men's and women's restrooms is non-compliant and needs to be modified to be made compliant.

3. To Attachment A, Project Description and Scope of Work, Section 2, Scope of Work, Sub-section 2.4., Normal Heights Community Center, page 25, Items Facility and Restrooms, **DELETE** in their entirety and **SUBSTITUTE** with the following:

Facility

The stage is not accessible and requires the installation of a lift. All exit signage must comply with current accessibility requirements. All permanent rooms must have accessible signage and door hardware. All doors and door closers must be adjusted or replaced with compliant hardware, including smooth push side panels. The main entry door requires an automatic opener. Non-compliant doors and doorways shall be widened. Non-compliant thresholds and landings shall be adjusted as needed. Fire extinguishers and service countertops must be mounted at a compliant height and not cause an obstruction. Drinking fountains must be made compliant-an alcove may be needed. Handrails and stair striping shall comply with current accessibility requirements. The first floor lobby drop box must be relocated to a compliant location.

Restrooms

Both men's and women's restrooms by the entrance are not compliant and need to be modified to be made compliant.

4. To Attachment A, Project Description and Scope of Work, Section 2, Scope of work, sub-section 2.8., Ned Baumer Pool/Aquatic Center, page 29, Item Facility, **DELETE** in its entirety and **SUBSTITUTE** with the following:

Facility

All permanent room signage must be compliant. All doors and doorways must have compliant widths, landings, thresholds, opening pressures, and maneuvering space. All doors and door closers must be adjusted or replaced with compliant hardware, including smooth surface at bottom if required. Fire extinguishers and service countertops must be mounted at a compliant height and not cause an obstruction. Existing non-compliant drinking fountains must be made accessible.

5. To Attachment I, Certifications and Forms, **ADD** Affidavit Disposal form, page 23 of this Addendum.
6. To Attachment I, Certification and Forms, **ADD** Contractor's Certification of Pending Actions, page 24 of this Addendum.

James Nagelvoort, Director
Public Works Department

Dated: *December 22, 2016*
San Diego, California

JN/AJ/Lad

INSTRUCTIONS TO PROPOSERS AND GENERAL CONDITIONS

1. PREQUALIFICATION OF CONTRACTORS:

- 1.1. Contractors submitting proposals must be pre-qualified for the total amount proposed, inclusive of all alternate items or specified Task Order limits prior to the date of submittal. Proposals from contractors who have not been pre-qualified as applicable and Proposals that exceed the maximum dollar amount at which contractors are pre-qualified may be deemed **non-responsive** and ineligible for award. Complete information and links to the on-line prequalification application are available at:

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

- 1.2. The completed application must be submitted online no later than 2 weeks prior to the Proposal due date. For additional information or the answer to questions about the prequalification program, contact David Stucky at 619-533-3474 or dstucky@sandiego.gov.
- 1.3. Due to the City's fiduciary requirement to safeguard vendor data, City staff will not be able to provide information regarding contractors' prequalification status over the telephone. Contractors may access real-time information about their prequalification status via their vendor profile on [PlanetBids™](#).

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

- 2.1. **PROPOSERS MUST BE PRE-REGISTERED** with the City's bidding system and possess a system-assigned Digital ID in order to submit an electronic proposal.
- 2.2. The City's bidding system will automatically track information submitted to the site including IP addresses, browsers being used and the URLs from which information was submitted. In addition, the City's bidding system will keep a history of every login instance including the time of login, and other information about the user's computer configuration such as the operating system, browser type, version, and more. Because of these security features, Contractors who disable their browsers' cookies will not be able to log in and use the City's bidding system.

- 2.3. Upon entry of their proposal, the system will ensure that all required fields are entered. **The system will not accept a proposal for which any required information is missing.** This includes all necessary pricing, subcontractor listing(s) and any other essential documentation and supporting materials and forms requested or contained in these solicitation documents.
- 2.4. **PROPOSALS REMAIN SEALED UNTIL DUE DATE AND TIME.** eBids and eProposals are transmitted into the City's bidding system via hypertext transfer protocol secure (https) mechanism using SSL 128-256 bit security certificates issued from Verisign/Thawte which encrypts data being transferred from client to server. Proposals submitted prior to the Due Date and Time are not available for review by anyone other than the submitter, who will have until the Due Date and Time to change, rescind or retrieve its proposal should they desire to do so.
- 2.5. **PROPOSALS MUST BE SUBMITTED BY DUE DATE AND TIME.** Once the deadline is reached, no further submissions are accepted into the system. Once the Due Date and Time has passed, bidders, proposers, the general public, and City staff are able to immediately see the results on line. City staff may then begin reviewing the submissions for responsiveness, Equal Opportunity Contracting Program (EOCP) compliance and other issues.
- 2.6. **TECHNICAL PROPOSAL AND PRICE PROPOSAL ARE TO BE SEPARATE.** The proposer is to submit two separate proposal PDFs by the due date and time.
1. The Technical proposal, which should contain the items detailed below and in Attachment G. There is to be **NO PRICING** information within this proposal. If a Technical proposal contains pricing information, the submission may be deemed non-responsive and ineligible for further consideration, and
 2. The Price proposal, which should detail the cost structure and include any forms as required herein.
- 2.7. **RECAPITULATION OF THE WORK.** Proposals shall not contain any recapitulation of the Work. Conditional proposals may be rejected as being **non-responsive**. Alternative proposals will not be considered unless called for.

2.8. PROPOSALS MAY BE WITHDRAWN by the Proposer prior to, but not after, the time set as Due Date and Time.

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

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

3. ELECTRONIC SUBMISSIONS CARRY FULL FORCE AND EFFECT

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

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

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

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

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

5. CONTRACTOR REGISTRATION AND ELECTRONIC REPORTING SYSTEM:

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

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

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

6. JOINT VENTURE CONTRACTORS: Provide a copy of the Joint Venture agreement and the Joint Venture license to the City within 10 Working Days after receiving the Contract forms. See 7-6, "The Contractors Representative" in The GREENBOOK and 7-6.1 in The WHITEBOOK

6.1. Each properly signed Proposal shall constitute a firm offer that may be accepted by the City within the time frame specified herein.

6.2. This RFP will not commit the City to award a contract, to defray any costs incurred in the preparation of a Proposal pursuant to this RFP, or to procure or contract for the Work.

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

- 6.4. Selection announcements, contract awards, and all data provided by the City shall be protected by the Design-Builder from public disclosure. The Design-Builders desiring to release information to the public shall receive prior written approval from the City.
- 6.5. Design-Builders who submit a response to this RFP agree to provide the required services in accordance with the terms and conditions noted in this RFP and its attachments upon award by the City. The agreement and other terms and conditions are included in the Design-Build Contract, The GREENBOOK, The WHITEBOOK, and the Supplementary Special Provisions (SSP).
- 6.6. Any architectural firms, engineering firms, specialty consultants, or individuals retained by the City to assist in drafting the RFPs or the Project's preliminary design may not be eligible to participate in the competition with any Design-Build Entity without the prior written consent of City. Any architectural firms, engineering firms, specialty consultants, or individuals retained by the City to assist in drafting any Reference Documents, such as the Water Department's Master Plan and any other document that was not prepared specifically for this contract, are considered to be eligible to participate.

7. EQUAL OPPORTUNITY CONTRACTING

- 7.1. As set forth in this RFP, the City is dedicated to the principles of equal opportunity in the workplace and in subcontracting. It is the City's expectation that firms doing business with the City have, and are able to demonstrate, the same level of commitment.
- 7.2. The Design-Builders are encouraged to take positive steps to diversify and expand their subcontractor solicitation base and to offer contracting opportunities to all eligible certified Subcontractors in accordance with the City's EOCP requirements included in the Contract Documents.
- 7.3. **Design-Builder's Work Force**
 - 7.3.1. The Design-Builders shall submit with its Proposal a Work Force Report (EOC Form BB05) and prior to award of contract, the successful Design-Builder shall submit to the City's EOCP office an updated Work Force Report or an Equal Employment Opportunity (EEO) Plan.
 - 7.3.2. If under representations are noted in the Work Force Report when compared to County Labor Force Availability data, the Design-

Builder shall submit an Equal Opportunity Plan. Any Equal Employment Opportunity Plan submitted shall include the elements as outlined in the EOCP Requirements included in The WHITEBOOK.

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

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

7.4. Nondiscrimination Ordinance (Municipal Code §§ 22.2701-22.2708)

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

7.4.2. This language shall be in contracts between the Design-Builder and any Subcontractors and Suppliers.

7.4.3. As part of its Proposal, the Design-Builder shall provide to the City a list of all instances within the last 10 years where a complaint was filed or pending against Design-Builder in a legal or administrative proceeding alleging that Design-Builder discriminated against its employees, the Subcontractors, or Suppliers, and a description of the status or resolution of that complaint, including any remedial action taken. If there have not been any complaints filed or pending against Design-Builder, a written statement from the Design-Builder to confirm shall be included in the Proposal.

7.5. Contractor Registration and Electronic Reporting System

7.5.1. Prior to the award of the Contract, the Design-Builder, Subcontractors, and Suppliers must register with the City's web-based vendor registration and bid management system,

BidsOnline™ hosted by PlanetBids System. For additional information go to:

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

- 7.5.2.** Following the award of the Contract, the Design-Builder will be required to use the City's web-based contract compliance application for EOCP reporting purposes e.g., Weekly Certified Payroll, Monthly Employment Utilization, and Monthly Payments. Online tutorials are available at:

<http://stage.prismcompliance.com/etc/vendortutorials.htm>

- 7.5.3.** The City may retain progress payments if:

7.5.3.1. The non-registered Design-Builder, Subcontractors, or Suppliers fail to register,

7.5.3.2. EOCP reporting is delinquent or inadequate, or

8. CONTRACTOR'S LICENSE CLASSIFICATION AND PRE-QUALIFICATION STATUS

- 8.1.** The Design-Builder's California State License and City of San Diego prequalification status as specified herein must be valid at time of submission. Failure to comply with these requirements may result in the proposal being deemed non responsive and ineligible for further consideration.

- 8.2.** Design-Builders interested in submitting a proposal for this Project shall be pre-qualified through the City's Prequalification program:

- 8.2.1.** The Design-Builders must submit a complete prequalification application online to the Public Works Contracts, Prequalification Program no later than 2 weeks prior to **the Proposal due date and time**. Complete information and links to the online prequalification application are available at:

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

- 8.2.2.** For additional information or the answer to questions about the prequalification program, contact David Stucky at 619-533-3474 or dstucky@sandiego.gov.

- 8.2.3.** Due to the City's fiduciary requirement to safeguard vendor data, City staff will not be able to provide information regarding

contractors' prequalification status over the telephone. Contractors may access real-time information about their prequalification status via their vendor profile on [PlanetBids™](#).

9. PRE-PROPOSAL ACTIVITIES

9.1. Submission of Questions

9.1.1. The Director (or designee) of the Public Works Department is the officer responsible for opening, examining, and evaluating the competitive Proposals submitted to the City for the acquisition, construction, and completion of any public improvement except when otherwise set forth in these documents. All questions related to this solicitation shall be submitted to:

Public Works Contracts
1010 Second Avenue, 14th Floor
San Diego, California, 92101
Attention: Contract Specialist listed on the front cover of this RFP.

OR:

To the Email address of the Contract Specialist listed on the front cover of this RFP.

9.1.2. Questions received less than 14 Days prior to the Proposal due date may not be considered.

9.1.3. Questions or clarifications deemed by the City to be material shall be answered via issuance of an addendum and posted to the City's online bidding service.

9.1.4. Only questions answered by formal written addenda shall be binding. Oral and other interpretations or clarifications shall be without legal effect. It is the Design-Builder's responsibility to be informed of any Addenda that have been issued and to adjust its Proposal accordingly.

9.2. Revisions to the RFP

The City, at its option, may respond to any or all questions submitted in writing via the City's eBidding web site in the form of an addendum. No other responses to questions, oral or written, shall be of any force or effect with respect to this solicitation.

Any changes to the Contract Documents through addendum are made effective as though originally issued with the Proposal. The Design-Builders shall acknowledge the receipt of Addenda at the time of Proposal submission.

10. EXAMINATION OF PLANS, SPECIFICATIONS, AND SITE OF WORK

10.1. Contract Documents may be obtained by visiting the City's website: <http://www.sandiego.gov/cip/> Plans and Specifications for this contract are also available for review in the office of Public Works Contracts.

10.2. The Design-Builders shall carefully examine the Project Site, the Plans and Specifications, and other materials as described in or referenced by this RFP. The submission of a Proposal shall be conclusive evidence that the Design-Builder 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, local conditions, and as to the requirements of the Contract Documents.

11. CHANGES TO THE SCOPE OF WORK: Once a proposal has been accepted by the City and the award has been made, the Design-Builder shall immediately notify the City in writing of any proposed or anticipated change in the scope, contract amount, or contract time; and shall obtain the City's written consent to the change(s) prior to affecting them. In no event shall the City's consent be construed to relieve the Design-Builder from its duty to render all work and services in accordance with applicable laws and accepted industry standards

12. DESIGN SUBMITTALS: The City's review of the Design-Builder's Design Submittals shall not relieve the Design-Builder from its responsibilities under the Contract, or be deemed to be an acceptance or waiver by City of any deviation from, or of the Design-Builder's failure to comply with, any provision or requirement of the Contract Documents, unless such deviation or failure has been identified as such in writing in the document submitted for acceptance by the Design-Builder and accepted by City. Where approval or acceptance by City is required, it is understood to be general approval only, and does not relieve the Design-Builder of responsibility for complying with all applicable laws and good professional practices as the Design-Builder shall be the Engineer of Record.

13. BONDS AND INSURANCE: Prior to the award of the Contract (or Task Order), the Design-Builders shall submit evidence of separate bonds and insurance as specified in Sections 2-4, "CONTRACT BONDS," 7-3, "LIABILITY INSURANCE," and 7-4, "WORKERS' COMPENSATION INSURANCE" of the City's standard specifications for public works constructions unless specified otherwise in the Contract Documents.

- 14. SUBMITTAL REQUIREMENTS: PROPOSALS MUST BE RECEIVED NO LATER THAN THE DUE DATE AND TIME.** Proposals may be withdrawn by the Design-Builder only up to the proposal due date and time.

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

14.1. TECHNICAL PROPOSAL REQUIREMENTS: Technical Proposals submitted in response to this RFP shall be in the following order and shall include:

- Legal name of company.
- Legal form of entity (partnership, corporation, joint venture, or other). If joint venture, identify the members of the joint venture, and provide all information required under this section for each member.
- Year of establishment of entity.
- If company is subsidiary of a parent company, identify the parent company.
- Address of main office.
- Address of San Diego satellite office if applicable.
- Contact information for firm, including name, title, email address and telephone number.
- Number of employees in San Diego County.
- Applicable License(s):
- City of San Diego Business License Number, including expiration date.
- State Contractor's License Number including expiration date, and all classifications. Professional Engineering/Architect License Number, including expiration date.
- Failure to provide all required information may result in the Proposal being considered non-responsive and ineligible for further consideration.

14.1.1. The Technical Proposal shall be concise, well organized, and demonstrate the Design-Builder's qualifications and experience applicable to the Project. The Technical Proposal shall be limited to 50 one-sided pages (8^{1/2}" x 11"), exclusive of resumes, graphics, forms, pictures, photographs, dividers, front and back cover, etc., that address the Technical Proposal contents; and of Equal Opportunity Contracting documentation. Font Type shall be Times

New Roman in a minimum 12 Point font size, with a minimum 1" margin for text pages. A cover letter may be submitted but shall not contain any information that is a required element of the Technical Proposal. Any Technical Proposal that does not comply with these formatting standards may not be considered.

14.1.2. The Technical Proposals submitted in response to this RFP shall be in accordance with the requirements listed in ATTACHMENT G. The contents of the Technical Proposal shall be organized consistent with the format in Attachment G.

14.1.3. Design elements which deviate from the Scope of Work, City's design guidelines, or material substitutions which differ from the Approved Material List shall be highlighted in accordance with Attachment G.

14.1.4. Failure to comply with this section may render the Design-Builder's submittal non-responsive and ineligible for further consideration.

14.2. PRICE PROPOSAL REQUIREMENTS

14.2.1. A clearly marked, signed PDF of the Price Proposal is to be submitted in a separate PDF. This **is not** to be included with the Technical proposal. Refer to Attachment H of this RFP for any Price Proposal forms required to be used.

14.2.2. The Price Proposal shall be signed by an individual or individuals authorized to execute legal documents on behalf of the Design-Builder.

14.2.3. The lowest proposed price is not the determining factor for award of this contract. See Attachment G for the criteria by which the proposals will be evaluated.

14.2.4. In the event of any discrepancies, written numbers will govern over numerical. Also, the sum of all lump sum line items, unit price line items, allowance line items and any other priced items will govern over the "Total Design-Build Proposal" line item.

14.2.5. The required EOC information such as Subcontractor and Supplier listings shall be submitted as part of the Price Proposal.

15. SELECTION CRITERIA AND SCORING

- 15.1.** An evaluation Panel comprised of representatives from the City will be established for this Project. The Panel may also include other interested parties such as additional participating agencies, representative from the community and other appropriate agencies such as the State Water Resource Control Board.
- 15.2.** Proposals will be ranked according to the selection criteria set forth in Attachment G.
- 15.3.** The Panel will review all proposals received. Interviews or presentations will be conducted as needed in accordance with Attachment G.
- 15.4.** Based upon this technical review, the Panel will rank the Design-Builders' proposals in accordance with the selection criteria set forth in Attachment G of this RFP.
- 15.5.** Once the Technical Proposals have been ranked by the Panel, the Design-Builders' price proposals will be made available to the panel and forwarded to EOCP for review and scoring of subcontractor participation. The EOCP score will then be added to the Design-Builders' cumulative scores.

16. AWARD

- 16.1.** After the Technical Proposals have been evaluated, scored and ranked; the Price proposals will be factored in according to the criteria set forth in Attachment G. A Design-Builder selection will then be made.
- 16.2.** The City will announce in writing to all the RFP participants the selected Design-Builder. The announcement will show the results of the evaluation. This notification to the Design-Builders shall constitute the public announcement of the selected Design-Builder. In the event that the selected Design-Builder is subsequently deemed non-responsive or non-responsible, a new public announcement will be provided to all proposers with the name of the newly designated selected Design-Builder.
- 16.3.** To obtain the price Proposal results, view the results on the City's web site, or request the results by U.S. mail and provide a self-addressed, stamped envelope. If requesting by mail, be sure to reference the Proposal name and number. The Proposal tabulations will be mailed to you upon their completion. The results will not be given over the telephone.

17. ADDITIONAL POLICIES, PROCEDURES, TERMS AND CONDITIONS

- 17.1.** The Program's Selection Process is based on the policies, procedures and guidelines set forth in the City Municipal Code Chapter 2, Article 2, Division 33.
- 17.2. Protests.** A Design-Builder may protest the award of the Contract to another Design-Builder in accordance with San Diego Municipal Code.
- 17.3. Changes to Key Personnel and Substitution of Subcontractors.** The Design-Builder shall not change or substitute any individual that is identified in its proposal as "key personnel" without the written consent of the City. The Design-Builder shall not change or substitute any material, supplier, or subcontractor identified in its Proposal without written consent of the City. The City's consent will not be unreasonably withheld.
- 17.4. Project Team.** The Design-Builder shall maintain all representations, team members, and proposed tasks and work elements as valid, except for the schedule which may be adjusted as mutually agreed upon by the City and the Design-Builder.
- 17.5. Submittal of "Or Equal" Items.** See 4-1.6, "Trade Names or Equals" in the SSP and as modified by the Scope of Work ATTACHMENT A.
- 17.6. Subcontract Limitations.** The Design-Builder's attention is directed to Standard Specification for Public Works Construction, Section 2-3, "SUBCONTRACTS" which requires the Design-Builder to perform not less than the specified amount under this RFP. Failure to comply shall render the Proposal non-responsive.
- 17.7. 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.
- 17.8. City Standard Provisions.** The work resulting from this RFP is subject to the following standard provisions. See The WHITEBOOK for details.
- 17.8.1.** The City of San Diego Resolution No. R-277952 adopted on May 20, 1991 for a Drug-Free Workplace.
- 17.8.2.** The City of San Diego Resolution No. R-282153 adopted on June 14, 1993 related to the Americans with Disabilities Act.

- 17.8.3. The City of San Diego Municipal Code §22.3004 for Pledge of Compliance.
- 17.8.4. The City of San Diego's Labor Compliance Program and the State of California Labor Code §§1771.5(b) and 1776.
- 17.8.5. Sections 1777.5, 1777.6, and 1777.7 of the State of California Labor Code concerning the employment of apprentices by contractors and subcontractors performing public works contracts.
- 17.8.6. The City's Equal Benefits Ordinance (EBO), Chapter 2, Article 2, Division 43 of The San Diego Municipal Code (SDMC).
- 17.8.7. The City's Information Security Policy (ISP) as defined in the City's Administrative Regulation 90.63.

17.9. **Prevailing Wage Rates Apply:** Refer to Attachment D.

17.10. **Reference Standards:** Except as otherwise noted or specified, the Work shall be completed in accordance with the following standards:

Title	Edition	Document Number
Standard Specifications for Public Works Construction ("The GREENBOOK") http://www.greenbookspecs.org/	2015	PWPI070116-01
City of San Diego Standard Specifications for Public Works Construction ("The WHITEBOOK")* https://www.sandiego.gov/publicworks/edocref/greenbook	2015	PWPI070116-02
City of San Diego Standard Drawings* https://www.sandiego.gov/publicworks/edocref/standarddraw	2016	PWPI070116-03
Citywide Computer Aided Design and Drafting (CADD) Standards https://www.sandiego.gov/publicworks/edocref/drawings	2016	PWPI092816-04

Title	Edition	Document Number
California Department of Transportation (CALTRANS) Standard Specifications - http://www.dot.ca.gov/des/oe/construction-contract-standards.html	2015	PWPI092816-05
CALTRANS Standard Plans http://www.dot.ca.gov/des/oe/construction-contract-standards.html	2015	PWPI092816-06
California Manual on Uniform Traffic Control Devices Revision 1 (CA MUTCD Rev 1) - http://www.dot.ca.gov/trafficops/camutcd/	2014	PWPI092816-07
<p>NOTE: *Available online under Engineering Documents and References at: http://www.sandiego.gov/publicworks/edocref/index.shtml</p>		

AFFIDAVIT OF DISPOSAL

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

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

ADA Accessibility Improvements Group I & II
(Name of Project)

as particularly described in said contract and identified as Bid No. **K-17-1478-DB1-3-A**; SAP No. (WBS/IO/CC) **B-15222, B15229**; and **WHEREAS**, the specification of said contract requires the Contractor to affirm that "all brush, trash, debris, and surplus materials resulting from this project have been disposed of in a legal manner"; and **WHEREAS**, said contract has been completed and all surplus materials disposed of:

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

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

Dated this _____ DAY OF _____.

By: _____
Contractor

ATTEST:
State of _____ County of _____

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

Notary Public in and for said County and State

