

# City of San Diego

ORIGINAL

CONTRACTOR'S NAME: Whillock Contracting Inc  
ADDRESS: P.O. Box 2322, La Mesa, CA 91943  
TELEPHONE NO.: 619-579-0700 FAX NO.: 619-579-0955  
CITY CONTACT: Clementina Giordano, Contract Specialist, CGiordano@sandiego.gov  
Phone No.: (619) 533-3481, Fax No.: (619) 533-3633  
C. Daniels / R.W. Bustamante / CTC

## BIDDING DOCUMENTS



FOR

## MEMORIAL PARK COMMUNITY BUILDING CLEARANCE ACTIVITY

BID NO.: K-17-6755-DBB-2-A  
SAP NO. (WBS/IO/CC): 21003512  
CLIENT DEPARTMENT: 1714  
COUNCIL DISTRICT: 8  
PROJECT TYPE: GA  
CDBG #: B-16-MC-06-0542

**THIS CONTRACT WILL BE SUBJECT TO THE FOLLOWING:**

- FEDERAL EQUAL OPPORTUNITY CONTRACTING REQUIREMENTS.
- PREVAILING WAGE RATES: STATE  FEDERAL
- APPRENTICESHIP.
- THIS IS A COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDED CONTRACT THROUGH THE DEPARTMENT OF HOUSING URBAN DEVELOPMENT (HUD).

**BID DUE DATE:**

**2:00 PM**

**AUGUST 23, 2016**

**CITY OF SAN DIEGO**

**PUBLIC WORKS CONTRACTS**

**1010 SECOND AVENUE, 14<sup>th</sup> FLOOR, MS 614C**

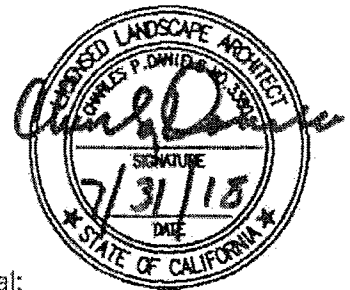
**SAN DIEGO, CA 92101**

**RECEIVED**  
SEP 07 2016

ENGINEER OF WORK

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

Charles P. Danner      7/21/16  
1) Registered Landscape Architect      Date



Seal:

Paul Shively      7-22-16  
2) For City Engineer      Date



Seal:

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## NOTICE INVITING BIDS

1. **SUMMARY OF WORK:** This is the City of San Diego's (City) solicitation process to acquire Construction services for asbestos abatement, building demolition, and site demolition for the vacated Girl's Club building located in Memorial Community Park. For additional information refer to Attachment A.
2. **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 website: <http://www.sandiego.gov>.
3. **ESTIMATED CONSTRUCTION COST:** The City's estimated construction cost for this project is **\$447,000.00**.
4. **BID DUE DATE AND TIME ARE: AUGUST 23, 2016 at 2:00 PM**
5. **PREVAILING WAGE RATES APPLY TO THIS CONTRACT:** Refer to Attachment D.
6. **LICENSE REQUIREMENT:** The City has determined that the following licensing classifications are required for this contract: **A or C-21**
7. **SUBCONTRACTING PARTICIPATION PERCENTAGES:**
  - 7.1. The City affirms that in any contract entered into pursuant to this advertisement, DBE firms will be afforded full opportunity to submit Bids in response to this invitation.
  - 7.2. This Federally assisted project includes subcontracting participation percentages for DBE participation. DBE goal commitments and Good Faith Efforts (GFE) shall be made prior to bidding. DBE commitments and GFE made after the Bid opening will not be considered for the Award of Contract.
  - 7.3. This project is subject to the federal equal opportunity regulations and the following requirements. The City reserves the right to audit the Contractor's compliance with the federal requirements set forth below.
  - 7.4. Following are federally subcontracting participation percentages for this contract. For the purpose of achieving the subcontractor participation percentage, Additive or Deductive, and Type II Allowance Bid Items will not be included in the calculation.
  - 7.5. **Federal Emergency Management Agency, DHS (FEMA), Department of Interior (DOI), Department of Energy (DOE), and Department of Housing and Urban Development (HUD):**

1.	Small Disadvantaged Business (SDB):	5%
2.	Women-Owned Small Business (WoSB):	5%
3.	HUBZone Small Business (HubZone):	3%
4.	Service Disabled Veteran-owned Small Business (SDVoSB):	3%

**7.6.** Bid shall be **declared non-responsive** if the Bidder fails any of the following conditions:

1. Submission of GFE documentation, as specified in Attachment D, Funding Agency Provisions.
2. Attending the Pre-Bid Meeting.
3. Bidder's submission of 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 DBE Subcontractors shall be submitted within **4 Working Days** of the Bid opening.

**8. PRE-BID MEETING:**

**8.1.** Prospective Bidders are **required** to attend the Mandatory 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. Failure to attend the Mandatory Pre-Bid Meeting may result in the Bid being deemed non-responsive. The Pre-Bid meeting is scheduled as follows:

**Date:** August 2, 2016

**Time:** 10:00 AM

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

Attendance at the Pre-Bid 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.

**Bidders may not be admitted after the specified start time of the mandatory Pre-Bid Meeting.**

**9. AWARD PROCESS:**

**9.1.** The Award of this contract is contingent upon the Contractor's compliance with all conditions of Award as stated within these documents and within the Notice of Intent to Award.

**9.2.** Upon acceptance of a Bid, the City will prepare contract documents for execution within approximately 21 days of the date of the Bid opening. The City will then award the Contract within approximately 14 days of receipt of properly signed Contract, bonds, and insurance documents.

**9.3.** This contract will be deemed executed and effective only upon the signing of the Contract by the Mayor or his designee and approval as to form by the City Attorney's Office.

**9.4.** The low Bid will be determined by the Base Bid alone.

- 9.5. Once the low bid has been determined, the City may, at its sole discretion, award the contract for the Base Bid alone; or for the Base Bid plus one or more alternates.

**10. SUBMISSION OF QUESTIONS:**

- 10.1. The Director (or designee), of the Public Works Department is the officer responsible for opening, examining, and evaluating the competitive Bids submitted to the City for the acquisition, construction and completion of any public improvement except when otherwise set forth in these documents. All questions related to this solicitation shall be submitted to:

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

OR:

Contract Specialist, [CGiordano@sandiego.gov](mailto:CGiordano@sandiego.gov)

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

**11. ADDITIVE/DEDUCTIVE ALTERNATES:**

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

## INSTRUCTIONS TO BIDDERS

### 1. PREQUALIFICATION OF CONTRACTORS:

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

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

- 1.2. The completed application must be submitted online no later than 2 weeks prior to the bid opening. For additional information or the answer to questions about the prequalification program, contact David Stucky at 619-533-3474 or [dstucky@sandiego.gov](mailto: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 and electronic bid.
- 2.2. The City's bidding system will automatically track information submitted to the site including IP addresses, browsers being used and the URLs from which information was submitted. In addition, the City's bidding system will keep a history of every login instance including the time of login, and other information about the user's computer configuration such as the operating system, browser type, version, and more. Because of these security features, Contractors who disable their browsers' cookies will not be able to log in and use the City's bidding system.
- 2.3. The City's electronic bidding system is responsible for bid tabulations. Upon the bidder's or proposer's entry of their bid, the system will ensure that all required fields are entered. **The system will not accept a bid for which any required information is missing.** This includes all necessary pricing, subcontractor listing(s) and any other essential documentation and supporting materials and forms requested or contained in these solicitation documents.
- 2.4. **BIDS REMAIN SEALED UNTIL BID DEADLINE.** eBids are transmitted into the City's bidding system via hypertext transfer protocol secure (https) mechanism using SSL 128-256 bit security certificates issued from Verisign/Thawte which encrypts data being



transferred from client to server. Bids submitted prior to the "Bid Due Date and Time" are not available for review by anyone other than the submitter which has until the "Bid Due Date and Time" to change, rescind or retrieve its proposal should it desire to do so.

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

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

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

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

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

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

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

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

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

- 3.4. The Bidder agrees to the construction of the project as described in Attachment "A-Scope of Work" for the City of San Diego, in accordance with the requirements set forth herein for the electronically submitted prices. The Bidder guarantees the Contract Price for a period of 120 days (90 days for federally funded contracts and contracts valued at \$500,000 or less) from the date of Bid opening. The duration of the Contract Price guarantee shall be extended by the number of days required for the City to obtain all items necessary to fulfill all conditions precedent.
4. **BIDS ARE PUBLIC RECORDS:** Upon receipt by the City, Bids shall become public records subject to public disclosure. It is the responsibility of the respondent to clearly identify any confidential, proprietary, trade secret or otherwise legally privileged information contained within the Bid. General references to sections of the California Public Records Act (PRA) will not suffice. If the Contractor does not provide applicable case law that clearly establishes that the requested information is exempt from the disclosure requirements of the PRA, the City shall be free to release the information when required in accordance with the PRA, pursuant to any other applicable law, or by order of any court or government agency, and the Contractor will hold the City harmless for release of this information.
5. **CONTRACTOR REGISTRATION AND ELECTRONIC REPORTING SYSTEM:**
- 5.1. **Prior** to the Award of the Contract or Task Order, you and your Subcontractors and Suppliers must register with the City's web-based vendor registration and bid management system. For additional information go to:
- <http://www.sandiego.gov/purchasing/bids-contracts/vendorreg.shtml>
- 5.2. The City may not award the contract until registration of all subcontractors and suppliers is complete. In the event this requirement is not met within the time frame specified in the Notice of Intent to Award letter, the City reserves the right to rescind the Notice of Award / Intent to Award and to make the award to the next responsive and responsible bidder / proposer.
6. **JOINT VENTURE CONTRACTORS:** Provide a copy of the Joint Venture agreement and the Joint Venture license to the City within 10 Working Days after receiving the Contract forms. See 2-1.1.2, "Joint Venture Contractors" in The WHITEBOOK for details.
7. **PREVAILING WAGE RATES WILL APPLY:** Refer to Attachment D.
8. **SUBCONTRACTING PARTICIPATION PERCENTAGES:** Subcontracting participation percentages apply to this contract. Refer to Attachment E.
9. **INSURANCE REQUIREMENTS:**
- 9.1. All certificates of insurance and endorsements required by the contract are to be provided upon issuance of the City's Notice of Intent to Award letter.
- 9.2. Refer to sections 7-3, "LIABILITY INSURANCE", and 7-4, "WORKERS' COMPENSATION INSURANCE" of the Supplementary Special Provisions (SSP) for the insurance requirements which must be met.

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

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

11. **CITY'S RESPONSES AND ADDENDA:** The City, at its discretion, may respond to any or all questions submitted in writing via the City's eBidding web site in the **form of an addendum**. No other responses to questions, oral or written shall be of any force or effect with respect to this solicitation. The changes to the Contract Documents through addendum are made effective as though originally issued with the Bid. The Bidders shall acknowledge the receipt of Addenda at the time of bid submission.
12. **CITY'S RIGHTS RESERVED:** The City reserves the right to cancel the Notice Inviting Bids at any time, and further reserves the right to reject submitted Bids, without giving any reason for such action, at its sole discretion and without liability. Costs incurred by the Bidder(s) as a result of preparing Bids under the Notice Inviting Bids shall be the sole responsibility of each bidder. The Notice Inviting Bids creates or imposes no obligation upon the City to enter a contract.
13. **CONTRACT PRICING:** This solicitation is for a Lump Sum contract with Unit Price provisions as set forth herein. The Bidder agrees to perform construction services for the City of San Diego in accordance with these contract documents for the prices listed below. The Bidder further agrees to guarantee the Contract Price for a period of 120 days from the date of Bid opening. The duration of the Contract Price guarantee may be extended, by mutual consent of the parties, by the number of days required for the City to obtain all items necessary to fulfill all contractual conditions.

**14. SUBCONTRACTOR INFORMATION:**

**14.1. LISTING OF SUBCONTRACTORS.** In accordance with the requirements provided in the "Subletting and Subcontracting Fair Practices Act" of the California Public Contract Code, the Bidder shall provide the **NAME** and **ADDRESS** of each Subcontractor who will perform work, labor, render services or who specially fabricates and installs a portion [type] of the work or improvement, in an amount in excess of 0.5% of the Contractor's total Bid. The Bidder shall also state within the description, whether the subcontractor is a **CONSTRUCTOR, CONSULTANT** or **SUPPLIER**. The Bidder shall further state within the description, the **PORTION** of the work which will be performed by each subcontractor under this Contract. The Contractor shall list only one Subcontractor for each portion of the Work. The **DOLLAR VALUE** of the total Bid to be performed shall be stated for all subcontractors listed. Failure to comply with this requirement may result in the Bid being rejected as **non-responsive** and ineligible for award. The Bidder's attention is directed to the Special Provisions - General; Paragraph 2-3 Subcontracts, which stipulates the percent of the Work to be performed with the Bidders' own forces. The Bidder shall list all SLBE, ELBE, DBE, DVBE, MBE, WBE, OBE, SDB, WoSB, HUBZone, and SDVOSB Subcontractors for which Bidders are seeking recognition towards achieving any mandatory, voluntary (or both) subcontracting participation goals.

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

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

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

**16. AWARD PROCESS:**

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

**16.2.** Upon acceptance of a Bid, the City will prepare contract documents for execution within approximately 21 days of the date of the Bid opening and award the Contract

approximately within 7 days of receipt of properly executed Contract, bonds, and insurance documents.

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

- 21.4. At the time of bid submission, bidders must upload and submit an electronic PDF copy of the aforementioned bid security. Whether in the form of a cashier's check, a properly certified check or an approved corporate surety bond payable to the City of San Diego, the bid security must be uploaded to the City's eBidding system. Within twenty-four (24) hours after the bid due date and time, the first five (5) apparent low bidders must provide the City with the original bid security.
- 21.5. Failure to submit the electronic version of the bid security at the time of bid submission AND failure to provide the original within twenty-four (24) hours may cause the bid to be rejected and deemed **non-responsive**.

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

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

**23. BID RESULTS:**

- 23.1. The availability of the bids on the City's eBidding system shall constitute the public announcement of the apparent low bidder. In the event that the apparent low bidder is subsequently deemed non-responsive or non-responsible, a notation of such will be made on the eBidding system. The new ranking and apparent low bidder will be adjusted accordingly.

- 23.2.** To obtain the bid results, view the results on the City's web site, or request the results by U.S. mail and provide a self-addressed, stamped envelope. If requesting by mail, be sure to reference the bid name and number. The bid tabulations will be mailed to you upon their completion. The results will not be given over the telephone.

**24. THE CONTRACT:**

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

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

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

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

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

**27. PRE-AWARD ACTIVITIES:**

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



## PERFORMANCE BOND, LABOR AND MATERIALMEN'S BOND

---

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

Whillock Contracting Inc \_\_\_\_\_, a corporation, as principal, and \_\_\_\_\_, a corporation authorized to do business in the State of California, as Surety, hereby obligate themselves, their successors and assigns, jointly and severally, to The City of San Diego a municipal corporation in the sum of Three Hundred Seventy Thousand Five Hundred Twenty-Seven Dollars and .00/100 (\$370,527.00), for the faithful performance of the annexed contract, and in the sum of Three Hundred Seventy Thousand Five Hundred Twenty-Seven Dollars and .00/100 (\$370,527.00), for the benefit of laborers and materialmen designated below.

#### **Conditions:**

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

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

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

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

**PERFORMANCE BOND, LABOR AND MATERIALMEN'S BOND**

ORIGINAL

Issued in Three (3) Original Identical Counterparts

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

Whillock Contracting Inc, a corporation, as principal, and Travelers Casualty and Surety Company of America, a corporation authorized to do business in the State of California, as Surety, hereby obligate themselves, their successors and assigns, jointly and severally, to The City of San Diego a municipal corporation in the sum of Three Hundred Seventy Thousand Five Hundred Twenty-Seven Dollars and .00/100 (\$370,527.00), for the faithful performance of the annexed contract, and in the sum of Three Hundred Seventy Thousand Five Hundred Twenty-Seven Dollars and .00/100 (\$370,527.00), for the benefit of laborers and materialmen designated below.

**Conditions:**

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

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

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

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

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

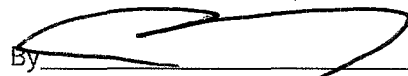
The Surety shall pay reasonable attorney's fees should suit be brought to enforce the provisions of this bond.

Dated September 9, 2016

Approved as to Form

Whillock Contracting, Inc

Principal

By 

Tory M Whillock, Secretary

Printed Name of Person Signing for  
Principal

Jan I. Goldsmith, City Attorney

By 

Deputy City Attorney

Travelers Casualty and Surety Company of America

Surety

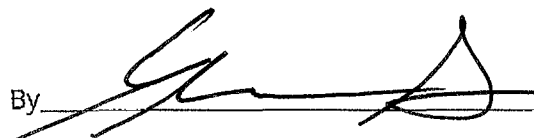
By 

Jerry E Mosier, Attorney-in-Fact

Attorney-in-fact

Travelers Casualty and Surety Company of America  
c/o Mosier Insurance Agency

Approved:

By 

Clementina Giordano, Contract Specialist,  
Public Works Contract

Local Address of Surety

PO Box 2149  
Lakeside, CA 92040

Local Address (City, State) of Surety

(619) 749-1102

Local Telephone No. of Surety

Premium \$ 3,705.00

Bond No. 106418151



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 229473

Certificate No. 006899027

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Jerry E. Mosier

of the City of San Carlos, State of California, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 20th day of July, 2016.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
Robert L. Raney, Senior Vice President

On this the 20th day of July, 2016, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal. My Commission expires the 30th day of June, 2021.



[Signature]
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 9th day of September, 20 16.

*Kevin E. Hughes*  
Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at [www.travelersbond.com](http://www.travelersbond.com). Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

# 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 )

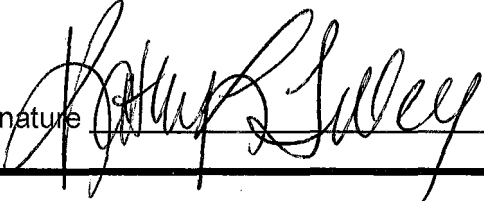
On September 9, 2016 before me, Kathy L. Tilley, Notary Public  
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature



(Seal)



## ATTACHMENTS

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



## SCOPE OF WORK

- 1. SCOPE OF WORK:** Lead and Asbestos abatement, traffic control, Permits, demolition and clearing of single story building (approximately 11,084 square feet), site utilities, concrete paving, asphalt paving, fencing, trees, and miscellaneous site improvements as indicated in Sheet 2 of Appendix E – Exhibit Drawings. The Work shall also include grading, topsoil placement at finish grades, and placement of Type 10 Mulch layer.

Alternate A: This Work consists of irrigation system and turf installation as well as the installation of a concrete pad at existing utility boxes as shown on Sheets 3-5 of Appendix E – Exhibit Drawings. The awarding of Alternate A shall deduct the Work for the placement of Type 10 Mulch layer from the Base bid for the Work to install sod as shown in the exhibit drawings.

If Alternate A is awarded, **66 Working Days** shall be added to the Contract Time for a total Contract Time of **110 Working Days** for the Plant Establishment Period of the turf sod.

Alternate B: This Work consists of the replacement of five existing irrigation controllers with a new controller assembly as shown in Appendix E – Exhibit Drawings.

- 1.1.** The Work shall be performed in accordance with:

- 1.1.1.** The Notice Inviting Bids and Appendix E – Exhibit Drawings.

- 2. LOCATION OF WORK:**

Former Girls Club Building  
Memorial Community Park  
606 South 30<sup>th</sup> Street  
San Diego, CA 92113

- 3. CONTRACT TIME:** The Contract Time for the completion of the Work shall be **44 Working Days**. If Alternate A is awarded, the Contract Time, including the Plant Establishment Period, shall be **110 Working Days**.

**ATTACHMENT B**  
**INTENTIONALLY LEFT BLANK**

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

## EQUAL OPPORTUNITY CONTRACTING PROGRAM REQUIREMENTS

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

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

#### **1. Nondiscrimination in Contracting Ordinance.**

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

The Contractor shall not discriminate on the basis of race, gender, 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. The Contractor shall provide equal opportunity for subcontractors to participate in subcontracting opportunities. The Contractor understands and agrees that violation of this clause shall be considered a material breach of the contract and may result in contract termination, debarment, or other sanctions.

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

2. Disclosure of Discrimination Complaints. As part of its Bid or Proposal, the Bidder shall provide to the City a list of all instances within the past 10 years where a complaint was filed or pending against Bidder in a legal or administrative proceeding alleging that Bidder discriminated against its employees, subcontractors, vendors, or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken.
3. Upon the City's request, the Contractor agrees to provide to the City, within 60 days, a truthful and complete list of the names of all Subcontractors and Suppliers that the Contractor has used in the past 5 years on any of its contracts that were undertaken within San Diego County, including the total dollar amount paid by the Contractor for each subcontract or supply contract.
4. The Contractor further agrees to fully cooperate in any investigation conducted by the City pursuant to the City's Nondiscrimination in Contracting Ordinance, Municipal Code §§22.3501 through 22.3517. The Contractor understands and agrees that violation of this clause shall be considered a material breach of the Contract and may result in remedies being ordered against the Contractor up to and including contract termination, debarment and other sanctions for violation of the provisions of the Nondiscrimination in Contracting Ordinance. The Contractor further understands and agrees that the procedures,

remedies and sanctions provided for in the Nondiscrimination in Contracting Ordinance apply only to violations of the Ordinance.

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

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

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

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

2. If the Contract is competitively solicited, the selected Bidder shall submit a Work Force Report (Form BB05), within 10 Working Days after receipt by the Bidder of Contract forms to the City for approval as specified in the Notice of Intent to Award letter from the City.
3. If a Work Force Report is submitted, and the City determines there are under-representations when compared to County Labor Force Availability data, the selected Bidder shall submit an Equal Employment Opportunity Plan.
4. If the selected Bidder submits an Equal Employment Opportunity Plan, it shall include the following assurances:
  1. The Contractor shall maintain a working environment free of discrimination, harassment, intimidation and coercion at all sites and in all facilities at which the Contractor's employees are assigned to work.
  2. The Contractor reviews its EEO Policy, at least annually, with all on-site supervisors involved in employment decisions.
  3. The Contractor disseminates and reviews its EEO Policy with all employees at least once a year, posts the policy statement and EEO posters on all company bulletin boards and job sites, and documents every dissemination, review and posting with a written record to identify the time, place, employees present, subject matter, and disposition of meetings.
  4. The Contractor reviews, at least annually, all supervisors' adherence to and performance under the EEO Policy and maintains written documentation of these reviews.
  5. The Contractor discusses its EEO Policy Statement with subcontractors with whom it anticipates doing business, includes the EEO Policy

Statement in its subcontracts, and provides such documentation to the City upon request.

6. The Contractor documents and maintains a record of all bid solicitations and outreach efforts to and from subcontractors, contractor associations and other business associations.
7. The Contractor disseminates its EEO Policy externally through various media, including the media of people of color and women, in advertisements to recruit, maintains files documenting these efforts, and provides copies of these advertisements to the City upon request.
8. The Contractor disseminates its EEO Policy to union and community organizations.
9. The Contractor provides immediate written notification to the City when any union referral process has impeded the Contractor's efforts to maintain its EEO Policy.
10. The Contractor maintains a current list of recruitment sources, including those outreaching to people of color and women, and provides written notification of employment opportunities to these recruitment sources with a record of the organizations' responses.
11. The Contractor maintains a current file of names, addresses and phone numbers of each walk-in applicant, including people of color and women, and referrals from unions, recruitment sources, or community organizations with a description of the employment action taken.
12. The Contractor encourages all present employees, including people of color and women employees, to recruit others.
13. The Contractor maintains all employment selection process information with records of all tests and other selection criteria.
14. The Contractor develops and maintains documentation for on-the-job training opportunities, participates in training programs, or both for all of its employees, including people of color and women, and establishes apprenticeship, trainee, and upgrade programs relevant to the Contractor's employment needs.
15. The Contractor conducts, at least annually, an inventory and evaluation of all employees for promotional opportunities and encourages all employees to seek and prepare appropriately for such opportunities.
16. The Contractor ensures the company's working environment and activities are non-segregated except for providing separate or single-user toilets and necessary changing facilities to assure privacy between the sexes.

**ATTACHMENT D**  
**COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)**  
**HOUSING URBAN DEVELOPMENT (HUD)**  
**FUNDING AGENCY PROVISIONS**

## FUNDING AGENCY PROVISIONS

**IN THE EVENT THAT THESE REQUIREMENTS CONFLICT WITH THE CITY'S GENERAL EOC REQUIREMENTS, THE FUNDING AGENCY'S REQUIREMENTS WILL CONTROL.**

**1. NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246).**

**1.1.** The goal and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, as follows:

	<u>Goal</u>
1. Minority Participation:	16.9%
2. Female Participation:	6.9%

**1.2.** These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the Contractor performs Work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the Work is actually performed. With regard to this second area, the Contractor also is subject to the goals for both federally involved and non-federally involved Work.

**1.3.** The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals.

**1.4.** The hours of minority and female employment and training shall be substantially uniform throughout the length of the Contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the Contract, the Executive Order, and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

**1.5.** The Contractor shall provide written notification to the Director the Office of Federal Contract Compliance Programs within 10 Working Days of award of any Subcontract in excess of \$10,000 at any tier for Work under the Contract resulting from this solicitation. The notification shall list the name, address and telephone number of the Subcontractor; employer identification number of the Subcontractor; estimated dollar amount of the Subcontract; estimated starting and completion dates of the Subcontract; and the geographical area in which the subcontract is to be performed. The "covered area" is the City of San Diego.



## **2. EQUAL OPPORTUNITY CLAUSES:**

**2.1.** The following equal opportunity clauses are incorporated by reference herein:

1. The equal opportunity clause located 41 CFR 60.1.4(a), which specifies the obligations imposed under Executive Order 11246.
2. The equal opportunity clause located at 41 CFR 60-741.5, which contains the obligations imposed by Section 503 of the Rehabilitation Act of 1973.
3. The "Equal Opportunity Clause" (Resolution No. 765092) filed on December 4, 1978, in the Office of the City Clerk, San Diego, California and incorporated in the "Standard Federal Employment Opportunity Construction Contract Specifications (Executive Order 11246 - Document No. 769023, filed September 11, 1984, in the Office of the City Clerk, San Diego, California) is applicable to all non-exempt City construction contracts and subcontracts of \$2,000 or more.
4. Age Discrimination Act of 1975, Pub. L. 94-135.
5. Title VI of the Civil Rights Act of 1964, Pub. L. 88-352.
6. Section 13 of the Federal Water Pollution Control Acts Amendments of 1972, Pub. L. 92-5200 (the Clean Water Act).
7. Section 504 of the Rehabilitation Act of 1973, Pub. L. 93-112 (Executive Orders 11914 and 11250).
8. Women's Minority Business Enterprises, Executive Orders 11625, 12138 and 12432.
9. Section 129 of the Small Business Administration Reauthorization and Amendment Act of 1988, Pub. L. 100-590.

## **3. STANDARD FEDERAL EQUAL EMPLOYMENT SPECIFICATIONS:**

**3.1.** The Contractor is required to comply with the 16 "Standard Federal Equal Employment Specifications" located at 41 CFR 60-4.3 for federal and federally-assisted construction contracts in excess of \$10,000, set forth below.

**3.2.** The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

1. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign 2 or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain

such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

2. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
3. Maintain a current file of the names, addresses and telephone numbers of each minority and female walk-in applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.
4. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
5. Develop on-the-job training opportunities, participate in training programs for the area, or both which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under item 2 of Section 3.2.
6. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreements; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
7. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignments, layoff, termination or other employment decisions including specific review of these items with onsite supervisory personnel such as superintendents, foreman, etc., prior to the initiation of Work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and dispositions of the subject matter.

8. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.
9. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
10. Encourage present minority and female employees to recruit other minority persons and women and where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.
11. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
12. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
13. Ensure that seniority practices, job classifications, work assignments and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
14. Ensure that all facilities and company activities are non-segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
15. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
16. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

#### **4. VIOLATION OR BREACH OF REQUIREMENTS:**

- 4.1. If at any time during the course of the Contract there is a violation of the Affirmative Action or Equal Employment Opportunity requirements by the Contractor, or the Subcontractors, the City will notify the Contractor of the breach. The City may withhold

any further progress payments to the Contractor until the City is satisfied that the Contractor and Subcontractors are in full compliance with these requirements.

**5. MONTHLY EMPLOYMENT UTILIZATION REPORTS:**

**5.1.** Refer to GENERAL EQUAL OPPORTUNITY CONTRACTING PROGRAM REQUIREMENTS, CONSTRUCTION CONTRACTOR REQUIREMENTS in The WHITEBOOK and the following:

1. State of California Department of Transportation Payroll Report. Due to the City weekly.
2. Federal and Non-Federal Work in San Diego County. Submit an updated list only if work is complete or new contracts have been awarded during the span of this project.

**6. RECORDS OF PAYMENTS TO DBEs:**

**6.1.** The Contractor shall maintain records and documents of payments to DBEs for 5 years following the NOC. These records shall be made available for inspection upon request by any authorized representative of the City, funding agency, or both. The reporting requirement shall be extended to any certified DBE Subcontractor.

**7. FEDERAL WAGE REQUIREMENTS FOR FEDERALLY FUNDED PROJECTS:**

**7.1.** The successful Bidder's work shall be required to comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR chapter 60).

**7.2.** This Executive Order pertains to Equal Employment Opportunity regulations and contains significant changes to the regulations including new goals and timetables for women in construction and revised goals and time-tables for minorities in construction.

**7.3.** Minimum wage rates for this project have been predetermined by the Secretary of Labor and are set forth in the Decision of the Secretary and bound into the specifications book. Should there be any difference between the state or federal wage rates, including health and welfare funds for any given craft, mechanic, or similar classifications needed to execute the Work, it shall be mandatory upon the Contractor or subcontractor to pay the higher of the two rates.

**7.4.** The minimum wage rate to be paid by the Contractor and the Subcontractors shall be in accordance with the Federal Labor Standards Provisions (see pages below) and Federal Wage Rates (see Wage Rates below) and General Prevailing Wage Determination made by the State of California, Director of Industrial Relations pursuant to California Labor Code Part 7, Chapter 1, Article 2, Sections 1770, 1773 and 1773.1, whichever is higher.

**7.5.** A Contractor having 50 or more employees and its Subcontractors having 50 or more employees and who may be awarded a contract of \$50,000 or more will be required

to maintain an affirmative action program, the standards for which are contained in the specifications.

**7.6.** To be eligible for award, each Bidder shall comply with the affirmative action requirements which are contained in the specifications.

**7.7.** Women will be afforded equal opportunity in all areas of employment. However, the employment of women shall not diminish the standards of requirements for the employment of minorities.

**8. 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.

**8.1. 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.

**8.1.1.** 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.

**8.1.2.** 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.

- 8.2. 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.
- 8.3. 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.
- 8.3.1.** 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.
- 8.4. 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.
- 8.5. 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.
- 8.6. 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.
- 8.7. 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."
- 8.8. 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.

**8.9. 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.

**8.9.1.** 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.

**9. WAGE RATES:** This contract shall be subject to the following Davis-Bacon Wage Decisions:

- CA160001 07/22/2016 CA1
- 8
- 07/22/2016

The required wage information may be accessed and downloaded from:  
<http://www.wdol.gov/>

**10. SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968:**

**10.1.** The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in or owned in substantial part by persons residing in the area of the project.

- 10.2.** The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.
- 10.3.** The Contractor will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- 10.4.** The Contractor will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the Subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. The Contractor will not subcontract with any Subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the Subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
- 10.5.** Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of the contract, shall be a condition of the Federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its Contractors and Subcontractors, its successors, and assigns to those sanctions specified by the grant or loan agreement or contract through which Federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.



## 11. FEDERAL LABOR STANDARDS PROVISIONS:

### Federal Labor Standards Provisions

U.S. Department of Housing and Urban Development  
Office of Labor Relations

#### Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

**A. 1. (i) Minimum Wages.** All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4).

Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

**(ii) (a)** Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

**(1)** The work to be performed by the classification requested is not performed by a classification in the wage determination; and

**(2)** The classification is utilized in the area by the construction industry; and

**(3)** The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

**(b)** If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

**(c)** In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

**(d)** The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(i)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

**(iii)** Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

**(iv)** If the contractor does not make payments to a trustee or other third person, the contractor may consider as part

Previous editions are obsolete  
(06/2009)

form HUD-4010

ref. Handbook 1344.1

of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

**2. Withholding.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract in the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

**3. (i) Payrolls and basic records.** Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of 3 years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been

communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

**(ii) (a)** The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired.

Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at

<http://www.dol.gov/esa/whd/forms/wh347instr.htm>

or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

**(b)** Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

**(1)** That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5 (a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### 4. Apprentices and Trainees.

(i) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who

is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination.

Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by

the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) **Equal employment opportunity.** The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

**5. Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract **6. Subcontracts.** The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

**7. Contract termination; debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

**8. Compliance with Davis-Bacon and Related Act Requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

**9. Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

**10. (i) Certification of Eligibility.** By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24. **(ii)** No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

**(iii)** The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of...influencing in any way the action of such Administration.... makes, utters or publishes any statement knowing the same to be false..... shall be fined not more than \$5,000 or imprisoned not more than two years, or both".

**11. Complaints, Proceedings, or Testimony by Employees.** No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

**B. Contract Work Hours and Safety Standards Act.** The provisions of this paragraph B are applicable where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

**(1) Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

**(2) Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in sub paragraph (1) of this paragraph.

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**(3) Withholding for unpaid wages and liquidated damages.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

**(4) Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

**C. Health and Safety.** The provisions of this paragraph C are applicable where the amount of the prime contract exceeds \$100,000.

**(1)** No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

**(2)** The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96). 40 USC 3701 et seq.

**(3)** The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

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Previous editions are obsolete

form HUD-4010 (06/2009)

ref. Handbook 1344.1

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**12. AGENCY SPECIFIC PROVISIONS:**

Note: Failure to comply with these specifications e.g., taking the specified steps prior to Bid opening, and to submit the forms with the Bid will lead to the Bid being declared **non-responsive** and, therefore, shall be rejected.

**12.1. CDBG/HUD Requirements**

**12.1.1.** Affirmative Good Faith Effort Steps shall include the steps listed at 24 CFR 85.36(e)(2), set forth below:

1. Placing qualified DBE business enterprises on solicitation lists;
2. Assuring that DBE business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by DBE business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by DBE business enterprises;
5. Using the services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
6. Requiring the Subcontractors to take the affirmative steps listed in this section.
7. See "DBE Potential Resources Centers" Section in a later part these specifications. Include a completed copy of the form AA61, "List of Work Made Available" with the GFE documentation.

**13. DBE POTENTIAL RESOURCES CENTERS:**

**13.1.** Utilization of the US Small Business Administration (SBA) and Minority Business Development Agency (MBDA) resources is required at no cost. These agencies offer several services, including Internet access to databases of DBEs.

**13.2.** For additional assistance, the recipient or contractor can telephone the local offices of both agencies in their area (SBA Minority Enterprise Development Offices and DOC MBDA Regional Centers). The Internet web sites also include names, addresses, and phone or fax numbers of local SBA and MBDA centers. Do not write to these sources.

**13.3.** The Contractor shall provide documentation that the local SBA/MBDA offices or web sites were notified of the contracting bid opportunity at least 15 Working Days prior to Bid opening and solicitation to DBE subcontractors at least 10 Working Days prior to Bid opening. Documentation shall not only include the efforts to contact the information sources and list the Contract opportunity, but also the solicitation and response to the bid request.

- 13.4.** Include qualified DBEs on solicitation lists and record the information on Form AA63. Solicitation shall be as broad as possible.
- 13.5.** If DBE sources are not located, explain why and describe the efforts made.
- 13.6.** The Contractor shall send invitations to at least 3 (or all, if less than 3) DBE vendors for each item of work referred by sources contacted. The invitations shall adequately specify the items for which bids are requested. The record of "good faith" efforts shall indicate a real desire for a positive response, such as a certified mail receipt or a documented telephone conversation.
- 13.7.** A regular letter or an unanswered telephone call is not an adequate "good faith" effort. A list of all sub-bidders, including the bidders not selected and non DBE Subcontractors, and bid amount for each item of the Work shall be submitted on Form AA62. If a low bid was not accepted, an explanation shall be provided.
- 13.8.** Federal Agencies (must be contacted and solicitations posted on their websites):

Name and Address	Telephone and Web Site
<b>U.S. Small Business Administration</b>	(415) 744-6820 Extension 0
455 Market Street, Suite 600	Dynamic Small Business Search: <a href="http://dsbs.sba.gov/dsbs/search/dsp_dsbs.cfm">http://dsbs.sba.gov/dsbs/search/dsp_dsbs.cfm</a> <sup>1</sup>
San Francisco, CA 94105	Bid Notification: <a href="https://eweb1.sba.gov/subnet/common/dsp_login.cfm">https://eweb1.sba.gov/subnet/common/dsp_login.cfm</a> <sup>2</sup>
RE: Minority Enterprise Development Offices	
<b>U.S. Department of Commerce</b>	(415) 704-7415
Minority Business Development Agency	Bid Notification:
211 Main Street, Room 1280	<a href="http://www.mbda.gov/workspace">http://www.mbda.gov/workspace</a>
San Francisco, CA 94105	RE: Business Development Centers

**13.9 State Agencies (must be contacted):**

Name and Address	Telephone and Web Site
<b>California Department of Transportation</b>	Mailing Address: PO Box 942874
(CALTRANS) Business Enterprise Program <sup>4</sup>	Sacramento, CA 94274-0015
1820 Alhambra Blvd.	(916) 227-9599
Sacramento, CA 95816	DBE Database: <a href="http://www.dot.ca.gov/hq/bep/find_certified.htm">http://www.dot.ca.gov/hq/bep/find_certified.htm</a>
<b>CA Public Utilities Commission (CPUC)<sup>5</sup></b>	
505 Van Ness Avenue	Directory: <a href="https://sch.thesupplierclearinghouse.com/FrontEnd/SearchCertifiedDirectory.asp">https://sch.thesupplierclearinghouse.com/FrontEnd/SearchCertifiedDirectory.asp</a>
San Francisco, CA 94102-3298	

Notes:

1. The Contractor shall use the SBA's Dynamic Small Business Search database to search for potential subcontractors, suppliers, and/or manufacturers. Provide a copy of search records with GFE documentation.
2. The Contractor shall use SUB-Net to post subcontracting opportunities. The Contractor shall post Subcontractor opportunities at least 15 Working Days prior to bid opening. Small businesses can review this web site to identify opportunities in their areas of expertise. The web site is designed primarily as a place for large businesses to post solicitations and notices. Provide copy of the Display Solicitation Record with the GFE documentation.
3. The Contractors shall use MBDA web portal to post subcontracting opportunities. The Contractor shall post subcontractor opportunities at least 15 Working Days prior to Bid opening. Small businesses can review this web site to identify opportunities in their areas of expertise. The web site is designed primarily as a place for large businesses to post solicitations and notices. Provide copy of the Offer Overview with the GFE documentation.
4. Based on the federal DBE program, CALTRANS maintains a database and provides directories of minority and woman-owned firms. Provide copy of search records with GFE documentation.
5. CPUC maintains a database of DBE-owned business enterprises and serves to inform the public. Provide copy of search records with GFE documentation.

**14. GOOD FAITH EFFORT DOCUMENTATION SUBMITTALS:**

- 14.1.** The affirmative GFE steps documentation shall be submitted **within 4 Working Days of the Bid Opening**. If this documentation is not submitted when due, the City will declare the Bid **non-responsive** and reject it.



- 14.2. The required documentation shall be submitted and logged in at the following address:

CITY OF SAN DIEGO  
PUBLIC WORKS CONTRACTS  
1010 SECOND AVENUE, 14<sup>TH</sup> FLOOR, MS 614C  
SAN DIEGO, CA 92101  
SUBJECT: AFFIRMATIVE GOOD FAITH EFFORT DOCUMENTATION  
BID NO. **K-17-6755-DBB-2-A**

- 14.3. The Contractor shall maintain the records documenting compliance with requirements including documentation of its GFE and data relied upon in formulating its fair share objectives.

15. **FORMS:**

- 15.1. The Contractor shall demonstrate that efforts were made to attract DBEs on this contract. The Contractor and Subcontractors shall take the steps listed in these specifications to assure that DBEs are used whenever possible as sources of supplies, construction, equipment, or services. In addition to the specified GFE documentation, the Bidder shall submit the following forms:

- 15.2. The following forms shall be completed and submitted within **4 Working Days of the Bid opening**. Failure to include any of the forms shall cause the Bid to be deemed **non-responsive**.

1. Form AA61 List of Work Made Available
2. Form AA62 Summary of Bids Received
3. Form AA63 Good Faith Effort List of Subcontractors Solicited

## FUNDING AGENCY PROVISIONS

### FORMS

**LIST OF WORK MADE AVAILABLE**

List items of the Work the Bidder made available to DBE firms. Identify those items of the Work the Bidder might otherwise perform with its own forces and those items that have been broken down into economically feasible units to facilitate DBE participation. For each item listed, show the dollar amount and percentage of the Base Bid. The Bidder must demonstrate that enough work to meet the goal was made available to DBE firms.

ITEM OF WORK MADE AVAILABLE	NAICS CODE	BIDDER NORMALLY PERFORMS ITEM (Y/N)	ITEM BROKEN DOWN TO FACILITATE PARTICIPATION (Y/N)	AMOUNT	PERCENTAGE OF BASE BID

**SUMMARY OF BIDS RECEIVED**

Type of Job	NAICS CODES	Company Name	Selected (Y/N)	Bid Amount	DBE	Non-DBE	Explanation for not Selecting

**USE ADDITIONAL FORMS AS NECESSARY**

**DISADVANTAGE BUSINESS ENTERPRISE (DBE)  
GOOD FAITH EFFORT LIST OF SUBCONTRACTORS SOLICITED**

Contractor Name	Contractor Address	How Located	Date of Contact	Contact Method	Task Description	Response (Yes/No)

**USE ADDITIONAL FORMS AS NECESSARY**

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

## **SUPPLEMENTARY SPECIAL PROVISIONS**

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

- 1) Standard Specifications for Public Works Construction (The GREENBOOK) currently in effect.
  - 2) The City of San Diego Standard Specifications for Public Works Construction (The WHITEBOOK).
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### **SECTION 1 – TERMS, DEFINITIONS, ABBREVIATIONS, UNITS OF MEASURE, AND SYMBOLS**

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

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

The Normal Working Hours are **8:30 AM** to **3:30 PM**.

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

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

1. You must perform, with your own organization, Contract work amounting to at least 30% of the base bid alone or base bid and any additive or deductive alternate(s) that together when added or deducted form the basis of award.

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

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

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

The Product Submittal Form is available for download at:

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

**2-9.1 Permanent Survey Markers.** To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

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

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

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

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



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

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

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

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

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

## **SECTION 5 - UTILITIES**

**5-2 PROTECTION.** ADD the following:

1. You shall repair or replace traffic signal and lighting system equipment within 72 hours after notification of defects by the Engineer.
2. While working in or around meter boxes, you shall protect in place all Advanced Metering Infrastructure (AMI) devices attached to the water meter or located in or near water meter boxes, coffins, or vaults. This includes any antenna installed through the meter box lid.
  - a) Avoid damaging the antenna, cable, and endpoints when removing the meter box lid and when disconnecting AMI endpoints from the register on top of the water meter.
  - b) If meters or AMI devices need to be removed or relocated, the AMI endpoints shall be reinstalled with the Encoder/Receiver/Transmitter (ERT) pointing upwards.
  - c) Because the AMI equipment is uniquely matched to each service location and to specific meter serial numbers, any AMI devices that are removed or disconnected shall be reinstalled on the same service lateral as well as to the same meter serial number it was attached to originally.
  - d) Do not change or modify the lid if the lid has an antenna drilled through it.

- e) If you encounter damaged, disconnected, buried, or broken AMI endpoints, cables between the registers, antennae, lids, or ERTs, notify the Engineer within 24 hours.
- f) Any AMI equipment damaged by you shall be repaired or replaced by City Forces at your expense.

## **SECTION 6 – PROSECUTION, PROGRESS, AND ACCEPTANCE OF WORK**

**6.1.1 Construction Schedule.** To the City Supplement, ADD the following:

- 22. The Contractor shall coordinate with County of San Diego Air Pollution Control District to obtain a demolition permit and coordinate initial inspection. Permit Inspections require 10 Working Days prior to start of building Demolition Work.

## **SECTION 7 - RESPONSIBILITIES OF THE CONTRACTOR**

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

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

**7-3.1 Policies and Procedures.**

- 1. You must procure the insurance described below, at its sole cost and expense, to provide coverage against claims for loss including injuries to persons or damage to property, which may arise out of or in connection with the performance of the Work by you, your agents, representatives, officers, employees or Subcontractors.
- 2. Insurance coverage for property damage resulting from your operations is on a replacement cost valuation. The market value will not be accepted.
- 3. You shall maintain this insurance for the duration of this Contract and at all times thereafter when you are correcting, removing, or replacing Work in accordance with this Contract. Your liabilities under the Contract, e.g., your indemnity obligations, is not deemed limited to the insurance coverage required by this Contract.
- 4. The payment for insurance shall be included in the Contract Price as bid by you. Except as specifically agreed to by the City in writing, you are not entitled to any additional payment. Do not begin any Work under this Contract until you have provided and the City has approved all required insurance.

5. Policies of insurance shall provide that the City is entitled to 30 Days (10 Days for cancellation due to non-payment of premium) prior written notice of cancellation or non-renewal of the policy. Maintenance of specified insurance coverage is a material element of the Contract. Your failure to maintain or renew coverage or to provide evidence of renewal during the term of the Contract may be treated by the City as a material breach of the Contract.

**7-3.2 Types of Insurance.**

**7-3.2.1 Commercial General Liability Insurance.**

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

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

**7-3.2.2 Commercial Automobile Liability Insurance.**

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

### **7-3.2.3**

#### **Contractors Pollution Liability Insurance.**

1. You shall procure and maintain at your expense or require your Subcontractor, as described below, to procure and maintain the Contractors Pollution Liability Insurance including contractual liability coverage to cover liability arising out of cleanup, removal, storage, or handling of hazardous or toxic chemicals, materials, substances, or any other pollutants by you or any Subcontractor in an amount not less than \$2,000,000 limit for bodily injury and property damage.
2. All costs of defense shall be outside the limits of the policy. Any such insurance provided by your Subcontractor instead of you shall be approved separately in writing by the City.
3. For approval of a substitution of your Subcontractor's insurance, you shall certify that all activities for which the Contractors Pollution Liability Insurance will provide coverage will be performed exclusively by the Subcontractor providing the insurance. The deductible shall not exceed \$25,000 per claim.
4. Contractual liability shall include coverage of tort liability of another party to pay for bodily injury or property damage to a third person or organization. There shall be no endorsement or modification of the coverage limiting the scope of coverage for either "insured vs. insured" claims or contractual liability.
5. Occurrence based policies shall be procured before the Work commences and shall be maintained for the Contract Time. Claims Made policies shall be procured before the Work commences, shall be maintained for the Contract Time, and shall include a 12 month extended Claims Discovery Period applicable to this contract or the existing policy or policies that shall continue to be maintained for 12 months after the completion of the Work without advancing the retroactive date.
6. Except as provided for under California law, the policy or policies shall provide that the City is entitled to 30 Days prior written notice (10 Days for cancellation due to non-payment of premium) of cancellation or non-renewal of the policy or policies.

### **7-3.2.4**

#### **Contractors Hazardous Transporters Pollution Liability Insurance.**

1. You shall provide at your expense or require your Subcontractor to provide, as described below, Contractors Hazardous Transporters Pollution Liability Insurance including contractual liability coverage to cover liability arising out of transportation of hazardous or toxic, materials, substances, or any other pollutants by you or any Subcontractor in an amount not less than \$2,000,000 limit per occurrence/aggregate for bodily injury and property damage.

2. All costs of defense shall be outside the limits of the policy. The deductible shall not exceed \$25,000 per claim. Any such insurance provided by a subcontractor instead of you shall be approved separately in writing by the City.
3. For approval of the substitution of Subcontractor's insurance the Contractor shall certify that all activities for which Contractors Hazardous Transporters Pollution Liability Insurance will provide coverage will be performed exclusively by the Subcontractor providing the insurance.
4. Contractual liability shall include coverage of tort liability of another party to pay for bodily injury or property damage to a third person or organization. There shall be no endorsement or modification of the coverage limiting the scope of coverage for either "insured vs. insured" claims or contractual liability. Occurrence based policies shall be procured before the Work commences and shall be maintained for the duration of this Contract. Claims Made policies shall be procured before the Work commences, shall be maintained for the duration of this contract, and shall include a 12 month extended Claims Discovery Period applicable to this contract or the existing policy or policies that shall continue to be maintained for 12 months after the completion of the Work under this Contract without advancing the retroactive date.
5. Except as provided for under California law, the policy or policies shall provide that the City is entitled to 30 Days prior written notice (10 Days for cancellation due to non-payment of premium) of cancellation or non-renewal of the policy or policies.

**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.

**7-3.5.3 Contractors Pollution Liability Insurance Endorsements.**

**7-3.5.3.1 Additional Insured.**

1. The policy or policies shall be endorsed to include as an Insured the City and its respective elected officials, officers, employees, agents, and representatives, with respect to 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.

Except that in connection with, collateral to, or affecting any construction contract to which the provisions of subdivision (b) of § 2782 of the California Civil Code apply, this endorsement shall not provide any duty of indemnity coverage for the active negligence of the City and its respective elected officials, officers, employees, agents, and representatives in any case where an agreement to indemnify the City and its respective elected officials, officers, employees, agents, and representatives would be invalid under subdivision (b) of §2782 of the California Civil Code.

2. In any case where a claim or loss encompasses the negligence of the Insured and the active negligence of the City and its respective elected officials, officers, employees, agents, and representatives that are not covered because of California Insurance Code §11580.04, the insurer's obligation to the City and its respective elected officials, officers, employees, agents, and representatives shall be limited to obligations permitted by California Insurance Code §11580.04.

**7-3.5.3.2 Primary and Non-Contributory Coverage.** The policy or policies shall be endorsed to provide that the insurance afforded by the Contractors Pollution Liability Insurance policy or policies is primary to any insurance or self-insurance of the City and its elected officials, officers, employees, agents and representatives with respect to operations including the completed operations of the Named Insured. 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.

**7-3.5.3.3 Severability of Interest.** For Contractors Pollution Liability Insurance, the policy or policies shall provide that your insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability and shall provide cross-liability coverage.

**7-3.5.4 Contractors Hazardous Transporters Pollution Liability Insurance Endorsements.**

**7-3.5.4.1 Additional Insured.**

1. The policy or policies must be endorsed to include as an Insured the City and its respective elected officials, officers, employees, agents, and representatives, with respect to 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.

Except that in connection with, collateral to, or affecting any construction contract to which the provisions of subdivision (b) of §2782 of the California Civil Code apply, this endorsement shall not provide any duty of indemnity coverage for the active negligence of the City and its respective elected officials, officers, employees, agents, and representatives in any case where an agreement to indemnify the City and its respective elected officials, officers, employees, agents, and representatives would be invalid under subdivision (b) of §2782 of the California Civil Code.

2. In any case where a claim or loss encompasses the negligence of the Insured and the active negligence of the City and its respective elected officials, officers, employees, agents, and representatives that are not covered because of California Insurance Code §11580.04, the insurer's obligation to the City and its respective elected officials, officers, employees, agents, and representatives shall be limited to obligations permitted by California Insurance Code §11580.04.



**7-3.5.4.2 Primary and Non-Contributory Coverage.** The policy or policies shall be endorsed to provide that the insurance afforded by the Contractors Pollution Liability Insurance policy or policies is primary to any insurance or self-insurance of the City and its elected officials, officers, employees, agents and representatives with respect to operations including the completed operations of the Named Insured. Any insurance maintained by the City and its elected officials, officers, employees, agents and representatives shall be in excess of your insurance and must not contribute to it.

**7-3.5.4.3 Severability of Interest.** For Contractors Hazardous Transporters Pollution Liability Insurance, the policy or policies shall provide that your insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability and shall provide cross-liability coverage.

**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.

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

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

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

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

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

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

**7-4.1.1 Waiver of Subrogation.** The policy or policies shall be endorsed to provide that the insurer will waive all rights of subrogation against the City and its respective elected officials, officers, employees, agents, and representatives for losses paid under the terms of the policy or policies and which arise from Work performed by the Named Insured for the City.

**7-5.3 Payment.** To the City Supplement, ADD the following:

3. The payment for the following Permits shall be paid for through the "Permit Fees" Allowance Bid item:
  - a) Demolition
  - b) Air Pollution Control District

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

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

**7-10.5.3 Steel Plate Covers.** Table 7-10.5.3 (A), REVISE the plate thickness for 5'-3" trench width to read 1¾".

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

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

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

**ADD:**

**7-16 COMMUNITY OUTREACH.**

**7-16.1 General.**

1. To ensure consistency with the City's community outreach plan for the project, the City shall work with you to inform the public (which includes, but shall not be limited to, property owners, renters, homeowners, business owners,

recreational users, and other community members and stakeholders) of construction impacts. Your efforts to mitigate construction impacts by communicating with the public require close coordination and cooperation with the City.

2. You shall perform the community outreach activities required throughout the Contract Time. You shall assign a staff member who shall perform the required community outreach services:
3. You shall closely coordinate the Work with the businesses, institutions, residents, and property owners impacted by the Project.
4. Your example duties include notifying businesses, institutions, and residents of the commencement of construction activities not less than 5 Days in advance, coordinating access for vehicular and pedestrian traffic to businesses, institutions, and residences impacted by the Project, reporting activities at all Project progress meetings scheduled by the Engineer, attending the Project Pre-construction meeting, attending 2 community meetings, responding to community questions and complaints related to your activities, and documenting, in writing, as well as logging in all inquiries and complaints received into the City's internal public contact tracking system.
5. You shall execute the Information Security Policy (ISP) Acknowledgement Form - For Non-City Employees within 15 Days of the award of the Contract if any of the following apply:
  - a) Your contact information is made available on any outreach materials.
  - b) You will be the primary point of contact to resolve project related inquiries and complaints.
6. Electronic Communication.
  - a) All inquiries and complaints shall be logged in to the City's internal public contact tracking system within 24 hours of receipt of inquiries and complaints.
  - b) Any updates or a resolution of inquiries and complaints shall be documented in the City's internal public contact tracking system within 24 hours.
  - c) Copies of email communications shall be saved individually on to the City's internal public contact tracking system in an Outlook Message Format (\*.msg).
  - d) All graphics, photos, and other electronic files associated with inquiries and/or complaints shall be saved into the individual records, located within the City's internal public contact tracking system.

**7-16.1.1 Quality Assurance.**

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

**7-16.1.2 Submittals.**

1. You shall submit to the Resident Engineer, for review and approval, all drafts of letters, notices, postcards, door hangers, signs, mailing lists, proposed addresses for hand-delivery, and any other notices and letters that are to be mailed and or distributed to the public.
  - a. Prior to distributing or mailing, you shall submit final drafts of letters, notices, postcards, door hangers, signs, and any other notices and letters to the Resident Engineer for final review and approval. Submit a PDF copy of the approved door hangers to the Engineer.
  - b. After distributing or mailing, you shall submit verification of delivery and any copies of returned notices to the Resident Engineer. Submit a PDF copy of the approved letters and notices to the Engineer.
2. You shall use the City's internal public contact tracking system to identify and summarize communications (via phone, in person, and email) with the public within 24 hours of receipt, even if your response to the individual is still incomplete. You shall upload to the City's internal public contact tracking system copies of all written, electronic, and verbal communications and conversations with the public.

**7-16.2 Community Outreach Services.**

**7-16.2.1 Public Notice by Contractor.**

1. Post Project Identification Signs in accordance with 7-10.6.2, "Project Identification Sign".
2. Notify businesses, institutions, property owners, residents or any other impacted stakeholders, within a minimum 300 feet (90 m) radius of the Project, of construction activities and utility service interruptions not less than 5 Days in advance.

3. Furnish and distribute public notices in the form of door hangers using the City's format to all occupants and/or property owners along streets:
  - a. Where Work is to be performed at least 5 Days before starting construction or survey activities or impacting the community as approved by the Resident Engineer.
  - b. Within 5 Days of the completion of your construction activities where Work was performed, you shall distribute public notices in the form of door hangers, which outlines the anticipated dates of Asphalt Resurfacing or Slurry Seal.
  - c. No less than 48 hours in advance and no more than 72 hours in advance of the scheduled resurfacing.
4. Leave the door hanger notices on or at the front door of each dwelling and apartment unit and at each tenant of commercial buildings abutting each of the street block segments. Where the front doors of apartment units are inaccessible, distribute the door hanger notices to the apartment manager or security officer.
5. Door Hanger Material: You shall use Blanks/USA brand, Item Number DHJ5B6WH, 1¼ inch (31.8 mm) Holes (removed), 2-up Jumbo Door Hanger in Bristol White, or approved equal.
6. Mailed Notice Material: You shall use Cougar by Domtar, Item Number 2834, or approved equal.
7. For all Work on private property, contact each owner and occupant individually a minimum of 15 Days prior to the Work. If the Work has been delayed, re-notify owners and occupants of the new Work schedule, as directed by the Resident Engineer.
8. A sample of public notices is included in the Contract Appendix.

**7-16.2.2 Communications with the Public.**

1. Coordinate access for vehicular and pedestrian traffic to businesses, institutions, and residences impacted by the Project.
2. You shall provide updates on construction impacts to the Resident Engineer. You shall notify the Resident Engineer in advance about time-sensitive construction impacts and may be required to distribute construction impact notices to the public on short notice.
3. You shall incorporate community outreach activities related to construction impacts in the baseline schedule and update the Resident Engineer with each week's submittal of the Three-Week Look Ahead Schedule.

4. At the request of the Resident Engineer, you shall attend and participate in project briefings at community meetings.
5. You shall coordinate with the Resident Engineer on all responses and actions taken to address public inquiries and complaints within the 24 hours that they are received.

**7-16.2.3 Communications with Media.**

1. The City may allow members of the media access to its construction site(s) on a case-by-case basis only.
2. Occasionally, uninvited members of the media may show up at construction Sites. Members of the media (including, but not limited to newspapers, magazines, radios, television, bloggers, and videographers) do not have the legal right to be in the construction Site without the City's permission.
3. In the event that media representatives arrive near or on the construction Site(s), you shall keep them off the Site(s) in a courteous and professional manner until a Public Information Officer is available to meet them at an approved location.
4. You shall report all visits from members of the media to the Resident Engineer as quickly as possible so that the City's Public Information Officer can meet with the members of the media at the construction Site(s).
5. If the City allows members of the media to access a construction Site, you shall allow the City to escort the media representatives while they are on the construction Site and shall ensure their safety.
6. You shall require media representatives to sign in and out of the Site Visitor Log and to use personal protective equipment.
7. You have a right to speak to members of the media about your company and its role on the project. All other questions shall be referred to the City.

**7-16.4 Payment.**

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

**7-20 ELECTRONIC COMMUNICATION.** ADD the following:

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

## SECTION 9 - MEASUREMENT AND PAYMENT

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

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

**ADD:**

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

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

ADD the following:

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

## SECTION 212 - LANDSCAPE AND IRRIGATION MATERIALS

**ADD:**

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

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

## SECTION 300 - EARTHWORK

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

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

## SECTION 308 – LANDSCAPE AND IRRIGATION INSTALLATION

**308-7**            **GUARANTEE.** To the City Supplement, DELETE in its entirety.

**308-7**            **PAYMENT.** ADD the following:

1.        Third party independent laboratory tests for topsoil shall be paid for by you.

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

## SECTION 703 – ENCOUNTERING OR RELEASING HAZARDOUS SUBSTANCES

**703-20**          **PAYMENT.** To the City Supplement, item 1, DELETE in its entirety and SUBSTITUTE with the following:

1.        The payment for waste management shall be included in the applicable Bid items as follows:
  - a)        "Preparation of Hazardous Waste Management Plan and Reporting" (LS).
  - b)        "Monitoring of Contaminated Soil" (HR).
  - c)        "Testing, Sampling, Site Storage, and Handling of Soils Containing RCRA Hazardous Waste" (TON).
  - d)        "Loading, Transportation, and Disposal of soils containing RCRA Hazardous Waste" (TON).
  - e)        "Testing, Sampling, Site Storage, and Handling of Petroleum Contaminated Soil" (TON).
  - f)        "Loading, Transportation, and Disposal of Petroleum Contaminated Soil" (TON).
  - g)        "Testing, Sampling, Site Storage, and Handling of Soils Containing Non-RCRA Hazardous Waste" (TON).
  - h)        "Loading, Transportation, and Disposal of Soils Containing Non-RCRA Hazardous Waste" (TON).
  - i)        Testing, Sampling, Site Storage, Handling, Transportation, and Disposal of Containerized RCRA Hazardous Waste" (55 Gal DRUMS).
  - j)        "Testing, Sampling, Site Storage, Handling, Transportation, and Disposal of Containerized Non-RCRA Hazardous Waste" (55 Gal DRUMS).
  - k)        "Testing, Sampling, Site Storage, Handling, Transportation, and Recycling/Disposal of Universal Waste" (EACH).



- l) "Testing, Sampling, Site Storage, Handling, Transportation, and Recycling/Disposal of Regulated Waste" (TON).
- m) "Testing, Sampling, Site Storage, Handling, Transportation, and Disposal of RCRA Hazardous Waste Contamination from the Treatment of Contaminated Ground Water" (GAL).
- n) "Testing, Sampling, Site Storage, Handling, Transportation, and Disposal of Non-RCRA Hazardous Waste Contamination from the Treatment of Contaminated Ground Water" (GAL).

**SECTION 705 – WATER DISCHARGES**

- 705-2.6.1**     **General.** To the City Supplement, item 3, CORRECT reference to Section 803 to read "Section 703".
- 705-2.6.3**     **Community Health and Safety Plan.** To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:
- 705-2.6.3**     **Community Health and Safety Plan.** See 703-2, "Community Health and Safety Plan."

**SECTION 707 – RESOURCE DISCOVERIES**

**ADD:**

- 707-1.1**     **Environmental Document.** The City of San Diego Development Services Department has prepared a Notice of Exemption for **Memorial Park Community Building Clearance Activity** as referenced in the Contract Appendix. You shall comply with all requirements of the Notice of Exemption as set forth in the Contract Appendix A.

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

**SECTION 708 – ASBESTOS MATERIALS**

- 708-1**     **GENERAL.** To the City Supplement, ADD the following:
  - 1.     See Appendix E – Exhibit Drawings.
  - 2.     See Appendix G - Asbestos Abatement Specification.
  - 3.     See Appendix I – Lead and Asbestos Inspection Report.

**ADD:**

**SECTION 709 – LEAD MATERIALS**

**709-1**

**GENERAL.**

1. See Appendix E – Exhibit Drawings.
2. See Appendix H - Lead Containing Materials and Universal Waste Abatement Specification.
3. See Appendix I – Lead and Asbestos Inspection Report.

**END OF SUPPLEMENTARY SPECIAL PROVISIONS**

**SUPPLEMENTARY SPECIAL PROVISIONS**

**APPENDICES**

**APPENDIX A**  
**NOTICE OF EXEMPTION**

NOTICE OF EXEMPTION

(Check one or both)

TO: X RECORDER/COUNTY CLERK
P.O. Box 1750, MS A-33
1600 PACIFIC HWY, ROOM 260
SAN DIEGO, CA 92101-2422

FROM: CITY OF SAN DIEGO
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 TITLE: MEMORIAL PARK COMMUNITY BUILDING CLEARANCE ACTIVITY

PROJECT LOCATION-SPECIFIC: 606 South 30th Street, San Diego, CA 92113. The project site is located within City Council District 8 and the Southeastern Planning Area.

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

DESCRIPTION OF NATURE AND PURPOSE OF THE PROJECT: The proposed project activities will include the demolition of existing community building and site facilities to return site into dedicated park open space in Memorial Park.

NAME OF PUBLIC AGENCY APPROVING PROJECT: City of San Diego

NAME OF PERSON OR AGENCY CARRYING OUT PROJECT: Jim Winter, City of San Diego Park and Recreation Department
202 C Street
San Diego, CA 92101
619-235-5257

EXEMPT STATUS: (CHECK ONE)

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

REASONS WHY PROJECT IS EXEMPT: The City of San Diego conducted an environmental review which determined that the project meets the criteria set forth in State CEQA Guidelines Section 15301 (c) Existing Facilities, which allow for minor repair or alteration of existing facilities involving no or negligible expansion of use and does not trigger any of the exceptions to categorical exemptions found in State CEQA Guideline Section 15300.2.

LEAD AGENCY CONTACT PERSON: Kerry Santoro

TELEPHONE: (619) 446-5121

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

Kerry M Santoro DEPUTY DIRECTOR
SIGNATURE TITLE

6/4/2015
DATE

CHECK ONE:

(X) SIGNED BY LEAD AGENCY

DATE RECEIVED FOR FILING WITH COUNTY CLERK OR OPR:

**APPENDIX B**

**FIRE HYDRANT METER PROGRAM**

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

1. **PURPOSE**

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

2. **AUTHORITY**

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

**Reference**

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

3. **DEFINITIONS**

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

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<b>SUBJECT  FIRE HYDRANT METER PROGRAM (FORMERLY: CONSTRUCTION METER PROGRAM)</b>	<b>PAGE 2 OF 10</b>	<b>EFFECTIVE DATE  October 15, 2002</b>
	<b>SUPERSEDES DI 55.27</b>	<b>DATED April 21, 2000</b>

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

4. **POLICY**

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



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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.

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

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

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

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

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

Process for Issuance

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

<b>CITY OF SAN DIEGO CALIFORNIA DEPARTMENT INSTRUCTIONS</b>	<b>NUMBER DI 55.27</b>	<b>DEPARTMENT Water Department</b>
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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.



# Application for Fire Hydrant Meter (EXHIBIT A)

(For Office Use Only)

NS REQ	FAC#
DATE	BY

METER SHOP (619) 527-7449

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

## Meter Information

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

## Company Information

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

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

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

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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



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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.)

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.p Structural metal plate pipe arches and pipe arches
19. Perforated steel pipe
20. Aluminum underdrain pipe
21. Aluminum or steel entrance tapers, pipe downdrains, reducers, coupling bands and slip joints
22. Metal target plates
23. Paint (traffic striping)
24. Conductors
25. Painting of electrical equipment
26. Electrical components
27. Engineering fabric
28. Portland Cement
29. PCC admixtures
30. Minor concrete, asphalt
31. Asphalt (oil)
32. Liquid asphalt emulsion
33. Epoxy

**APPENDIX D**

**SAMPLE CITY INVOICE**

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

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

**SUMMARY**

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

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

\_\_\_\_\_  
Resident Engineer

\_\_\_\_\_  
Construction Engineer

**Retention and/or Escrow Payment Schedule**

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

Contractor Signature and Date: \_\_\_\_\_

**APPENDIX E**  
**EXHIBIT DRAWINGS**



# MEMORIAL COMMUNITY BUILDING CLEARANCE ACTIVITY

## GENERAL NOTES

1. THE DISTURBED AREA IS APPROXIMATELY 200' X 200' (0.92 ACRES). THE CONTRACTOR SHALL COMPLY WITH THE REQUIREMENTS NOTED IN THE WHITEBOOK, SECTION 701 - WATER POLLUTION CONTROL.
2. THE INFORMATION SHOWN ON THE DRAWINGS IS BASED ON AVAILABLE "AS BUILT" PLANS. THE CONTRACTOR SHALL VERIFY ALL SITE CONDITIONS PRIOR TO START OF WORK. REPORT ANY DISCREPANCIES IMMEDIATELY TO THE RESIDENT ENGINEER.
3. CONTRACTOR SHALL CONTACT UNDERGROUND SERVICES ALERT AT 800-422-4133 A MINIMUM OF TWO DAYS BEFORE ANY EXCAVATION WORK FOR UTILITY MARK-OUT, AND OBTAIN A DIG ALERT I.D. NUMBER.
4. ANY EXISTING IMPROVEMENTS OUTSIDE THE LIMITS OF WORK THAT ARE DAMAGED DURING THE COURSE OF WORK SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE.

## SHEET INDEX

### SHEET TITLE

TITLE SHEET

BUILDING FLOOR PLAN

DEMOLITION PLAN

GRADING PLAN

IRRIGATION PLAN

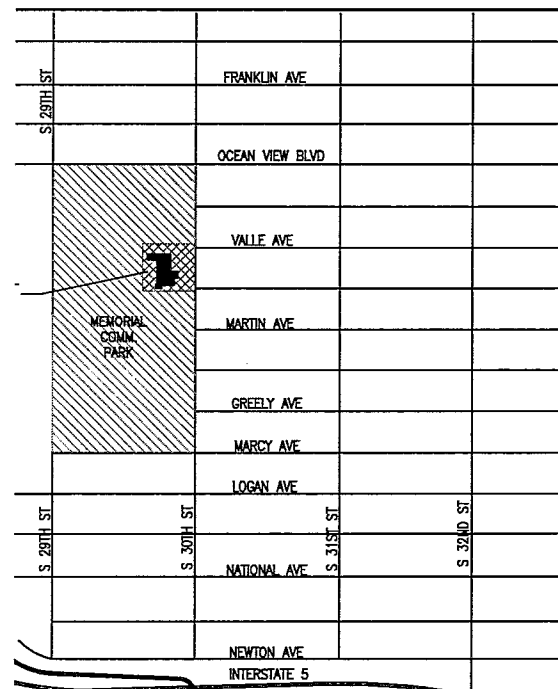
IRRIGATION LEGEND

### ADDITIVE ALTERNATES

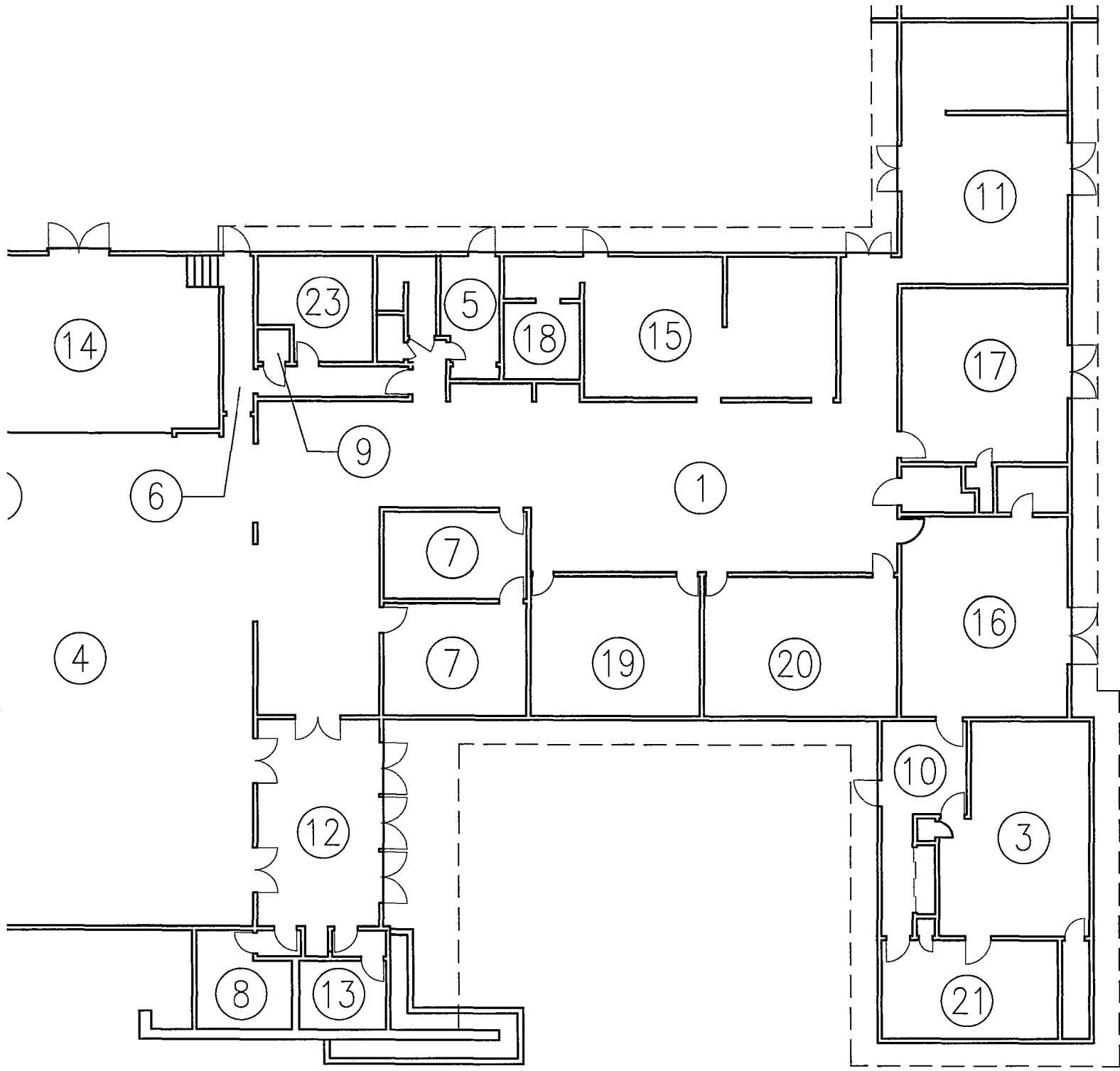
BASE BID: BASE BID WORK AS SHOWN ON PLACEMENT AND FINISH GRADING PLAN, AND MULCH WITH A SIZE

ADDITIVE ALTERNATE 1 INCLUDE INSTALLATION GRADING PLAN (OMIT INSTALLATION OF THE UTILITY BOXES, AND SYSTEM AS SHOWN C

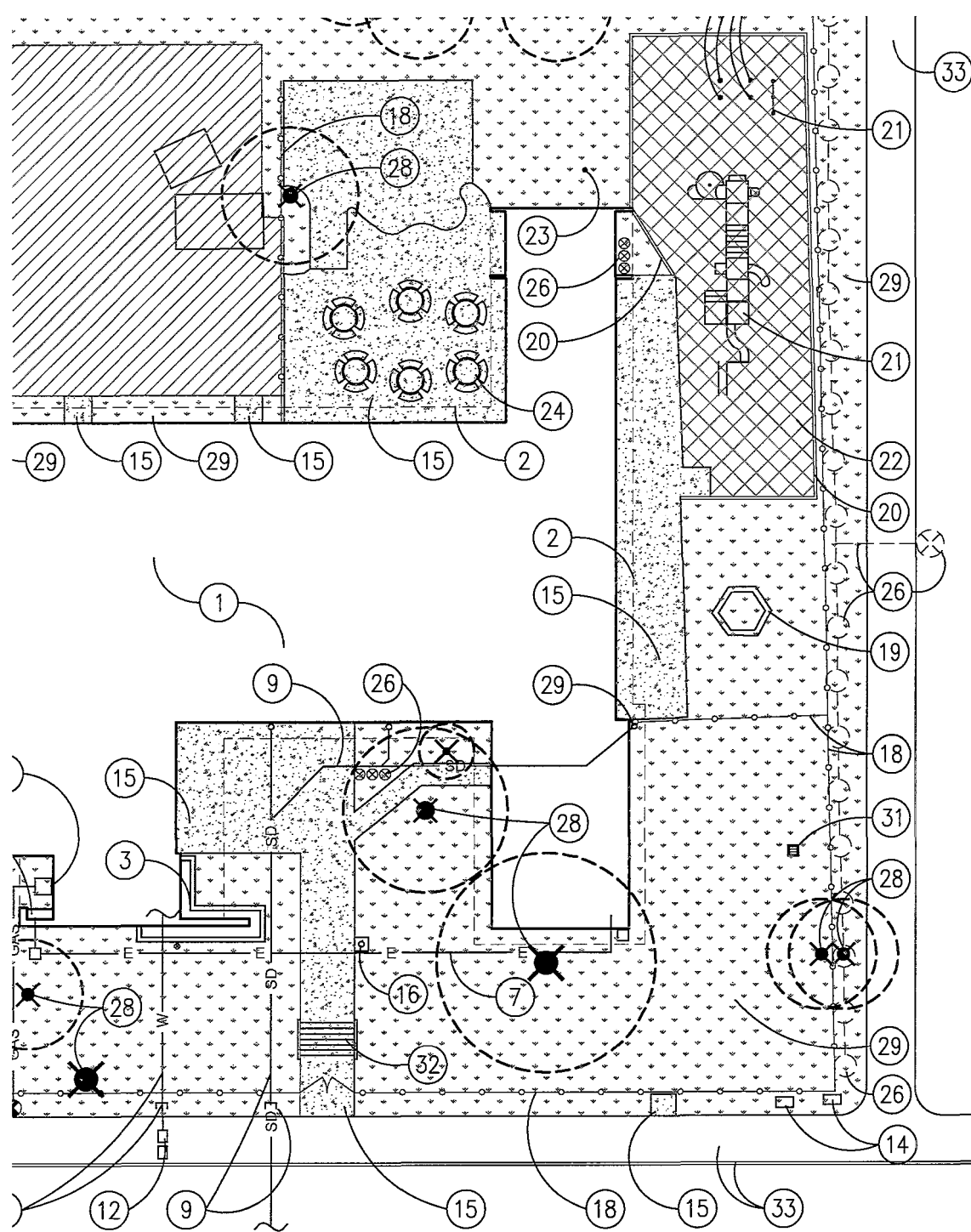
ADDITIVE ALTERNATE 1 INCLUDE THE REPLACEMENT CONTROLLERS WITH A INDICATED IN THE IRE



- 3. DIRECTOR
- 4. MULTI-PURPOSE
- 5. DARK ROOM
- 6. HALL #2
- 7. OFFICE #
- 8. WOMEN'S
- 9. JANITOR'S
- 10. RECEPTION
- 11. ARTS AND
- 12. LOBBY
- 13. RESTROOM
- 14. STAGE
- 15. KITCHEN
- 16. CONFERENCE
- 17. TV ROOM
- 18. STORAGE
- 19. COMPUTER
- 20. LIBRARY
- 21. DIRECTOR'S
- 22. MISCELLANEOUS
- 23. NEW SHOW

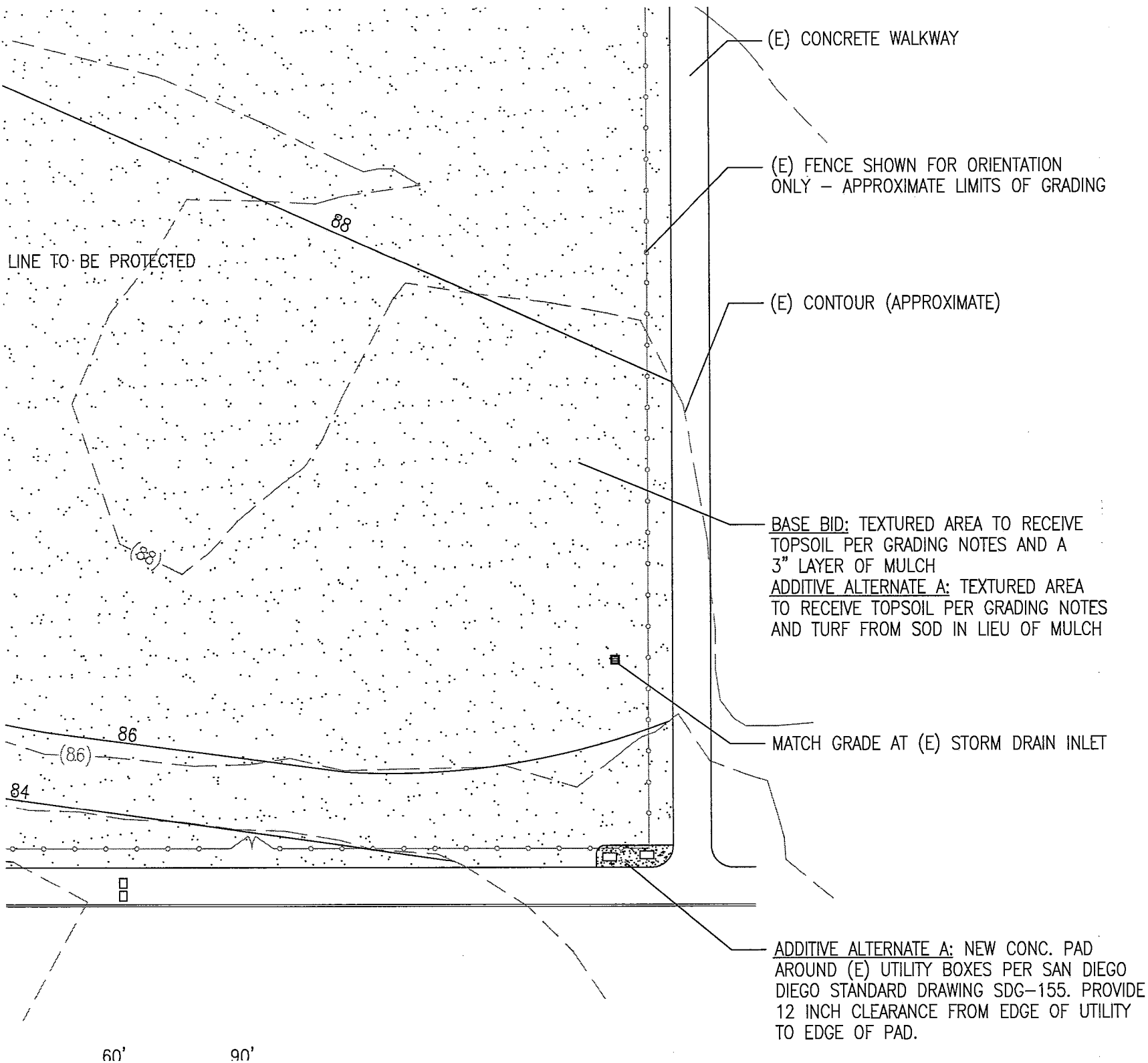


16'      32'



- 2 (E) BUILDING ROOF OVERHANG.
- 3 (E) PLANTER WALL AND PLANTER TO BE DEMOLISHED.
- 4 (E) GAS METERS TO BE DEMOLISHED.
- 5 (E) GAS LINE TO BE DEMOLISHED.
- 6 (E) ELECTRICAL METER ROOM TO BE DEMOLISHED.
- 7 (E) ELECTRICAL CONDUIT TO BE DEMOLISHED.
- 8 (E) WATER LINE TO BE DEMOLISHED. CAP LINE AT METER BOX.
- 9 (E) STORM DRAIN TO BE DEMOLISHED. CAP LINE AT BACK OF SIDEWALK.
- 10 (E) SEWER LINE TO BE DEMOLISHED. CAP PIPE AT MAIN.
- 11 (E) SEWER MAIN TO REMAIN.
- 12 (E) WATER METER BOXES TO REMAIN.
- 13 (E) GAS VALVE TO REMAIN.
- 14 (E) UTILITY BOXES TO REMAIN.
- 15 (E) CONCRETE PAVEMENT TO BE DEMOLISHED.
- 16 (E) CONCRETE STAIRS TO BE DEMOLISHED.
- 17 (E) ASPHALT PAVEMENT TO BE DEMOLISHED.
- 18 (E) 5'-6' HIGH CHAIN LINK FENCE AND GATES TO BE DEMOLISHED.
- 19 (E) SAND BOX TO BE DEMOLISHED. SAND MAY BE SCATTERED ON SITE.
- 20 (E) CONCRETE PLAYGROUND CURB TO BE DEMOLISHED.
- 21 (E) EXISTING PLAYGROUND EQUIPMENT TO BE DEMOLISHED.
- 22 (E) PLAYGROUND MULCH TO BE DEMOLISHED. MATERIAL MAY BE STOCKPILED AND SPREAD ON SITE AFTER FINISH GRADING.
- 23 (E) CUT OFF POST AND FOOTING TO BE DEMOLISHED.
- 24 (E) CONCRETE TABLES AND BENCHES TO BE DEMOLISHED.
- 25 (E) TRASH ENCLOSURE AND CONCRETE PAD TO BE DEMOLISHED.
- 26 (E) IRRIGATION TO BE DEMOLISHED.
- 27 (E) CONCRETE LANDSCAPE EDGING TO BE DEMOLISHED.
- 28 (E) TREE TO BE DEMOLISHED.
- 29 (E) LANDSCAPE AREA TO BE CLEARED AND GRUBBED.
- 30 (E) CONCRETE MOW CURB ON ADJACENT PARK SITE TO BE DEMOLISHED.
- 31 (E) STORM DRAIN INLET TO REMAIN.

60' 90'



(E) CONCRETE WALKWAY

(E) FENCE SHOWN FOR ORIENTATION ONLY - APPROXIMATE LIMITS OF GRADING

(E) CONTOUR (APPROXIMATE)

BASE BID: TEXTURED AREA TO RECEIVE TOPSOIL PER GRADING NOTES AND A 3" LAYER OF MULCH  
ADDITIVE ALTERNATE A: TEXTURED AREA TO RECEIVE TOPSOIL PER GRADING NOTES AND TURF FROM SOD IN LIEU OF MULCH

MATCH GRADE AT (E) STORM DRAIN INLET

ADDITIVE ALTERNATE A: NEW CONC. PAD AROUND (E) UTILITY BOXES PER SAN DIEGO STANDARD DRAWING SDG-155. PROVIDE 12 INCH CLEARANCE FROM EDGE OF UTILITY TO EDGE OF PAD.

LINE TO BE PROTECTED

88

(88)

86

(86)

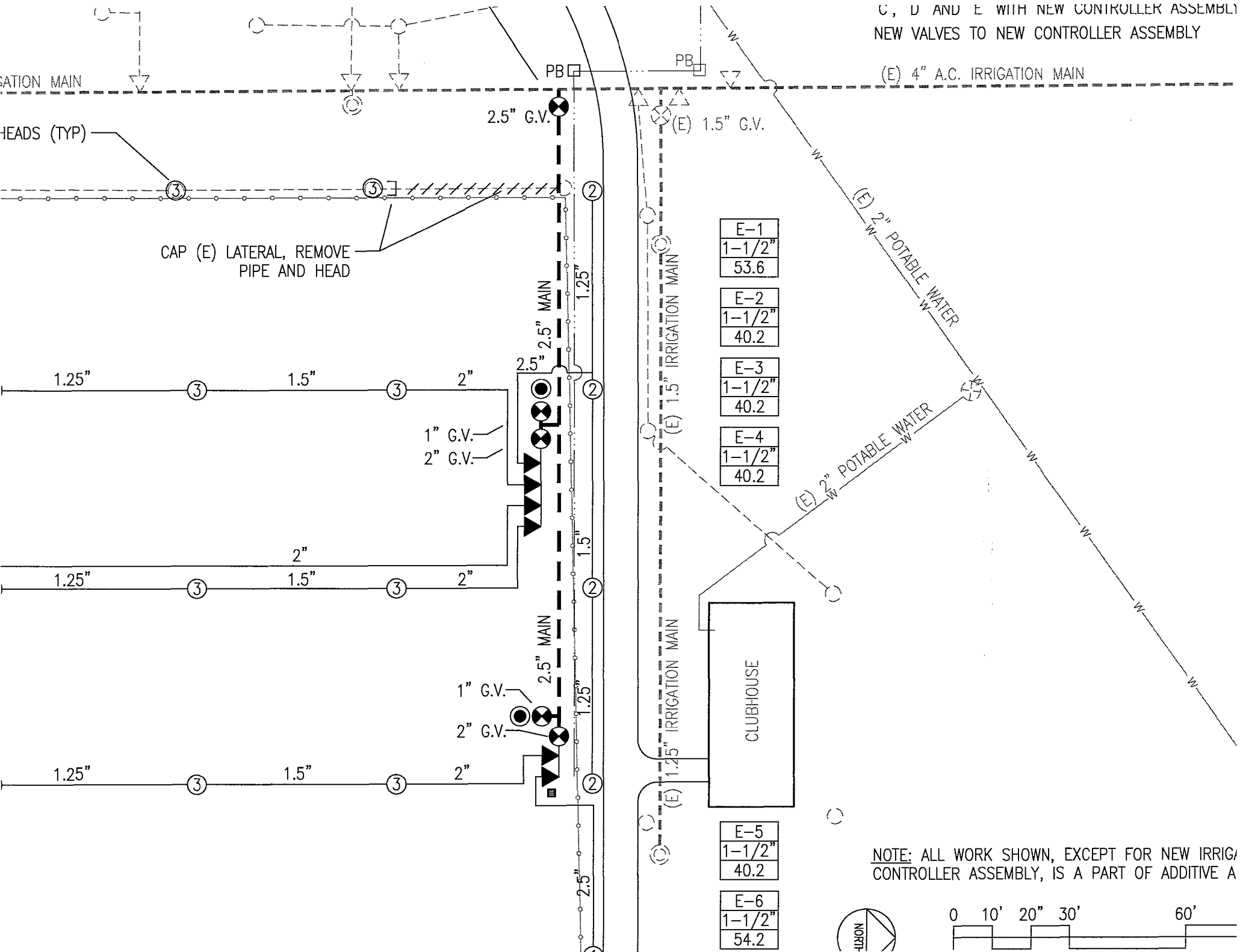
84

60'

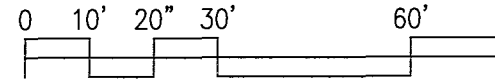
90'

- GRADING DESI  
 FLUSH WITH S  
 OTHERWISE NO  
 2. THE ENTIRE A  
 CLASS A TOPS  
 SPECIFICATION  
 3. FINISH GRADE  
 ADJACENT PAV  
 4. THE EXISTING  
 ONLY. THE E  
 DEMOLISHED A  
 PER THE DEM  
 5. BASE BID: EN  
 3" LAYER OF  
 MINUS SIZE, F  
 6. ADDITIVE ALTE  
 MULCH, PROVI  
 TIFFGREEN, TH  
 PERENNIAL RY

C, D AND E WITH NEW CONTROLLER ASSEMBLY  
 NEW VALVES TO NEW CONTROLLER ASSEMBLY



NOTE: ALL WORK SHOWN, EXCEPT FOR NEW IRRIGATION CONTROLLER ASSEMBLY, IS A PART OF ADDITIVE A

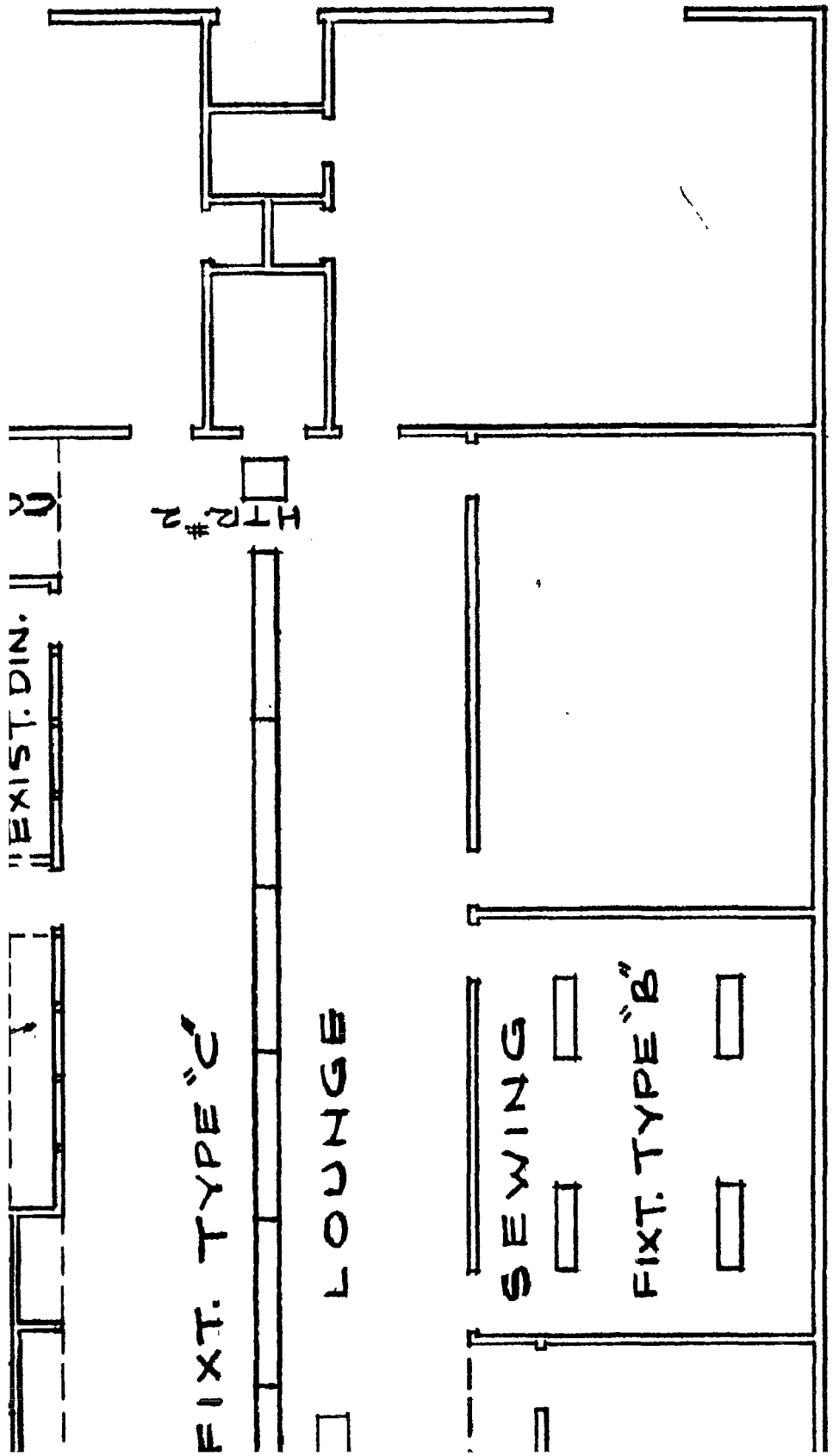


SS-15	GEAR DRIVEN STREAM ROTOR	50	56'	13.4	180°	SDI-103	ADD. ALT
SS-15	GEAR DRIVEN STREAM ROTOR	50	56'	13.4	360°	SDI-103	
	(E) WATER METER AND BACKFLOW PREVENTER						EXISTING IRRIGATION EQUIPMENT
	(E) SPRINKLER HEAD						
	(E) GATE VALVE						
	(E) QUICK COUPLING VALVE						
	(E) REMOTE CONTROL VALVE						
	(E) IRRIGATION MAIN LINE						
	(E) POTABLE MAIN LINE						
	(E) IRRIGATION LATERAL LINE						
	(E) IRRIGATION PULL BOX						
	MANUAL GLOBE VALVE					SDI-106, SDI-126	ADDITIVE ALTERNATE A
	QUICK COUPLING VALVE					SDI-105, SDI-126	
PRS	PRESSURE REGULATING REMOTE CONTROL VALVE					SDI-114, SDI-126	
	PVC CLASS 315 MAIN LINE					SDI-110	
	PVC SCH. 40 LATERAL LINE					SDI-110	
	DIRECT BURIAL CONTROL WIRE					SDI-110, SDI-115	
	IRRIGATION CONTROL WIRE PULL BOX					SDI-115	
-36+36	ADDITIVE ALTERNATE B: WALL MOUNT IRRIGATION CONTROLLER ASSEMBLY BY HYDROSCAPE OR APPROVED EQUAL. TWO (2) RAIN-MASTER RME EAGLE 36-STA. CONTROLLERS ON A STAINLESS STEEL BACKBOARD WITH POWER SWITCH, OUTLET AND TERMINAL STRIPS.					SDI-118	ADD. ALT. B

NUTE

**APPENDIX F**

**"AS BUILT" BUILDING DRAWINGS**



# FLOOR PLAN

SCALE 1/8" = 1'-0"



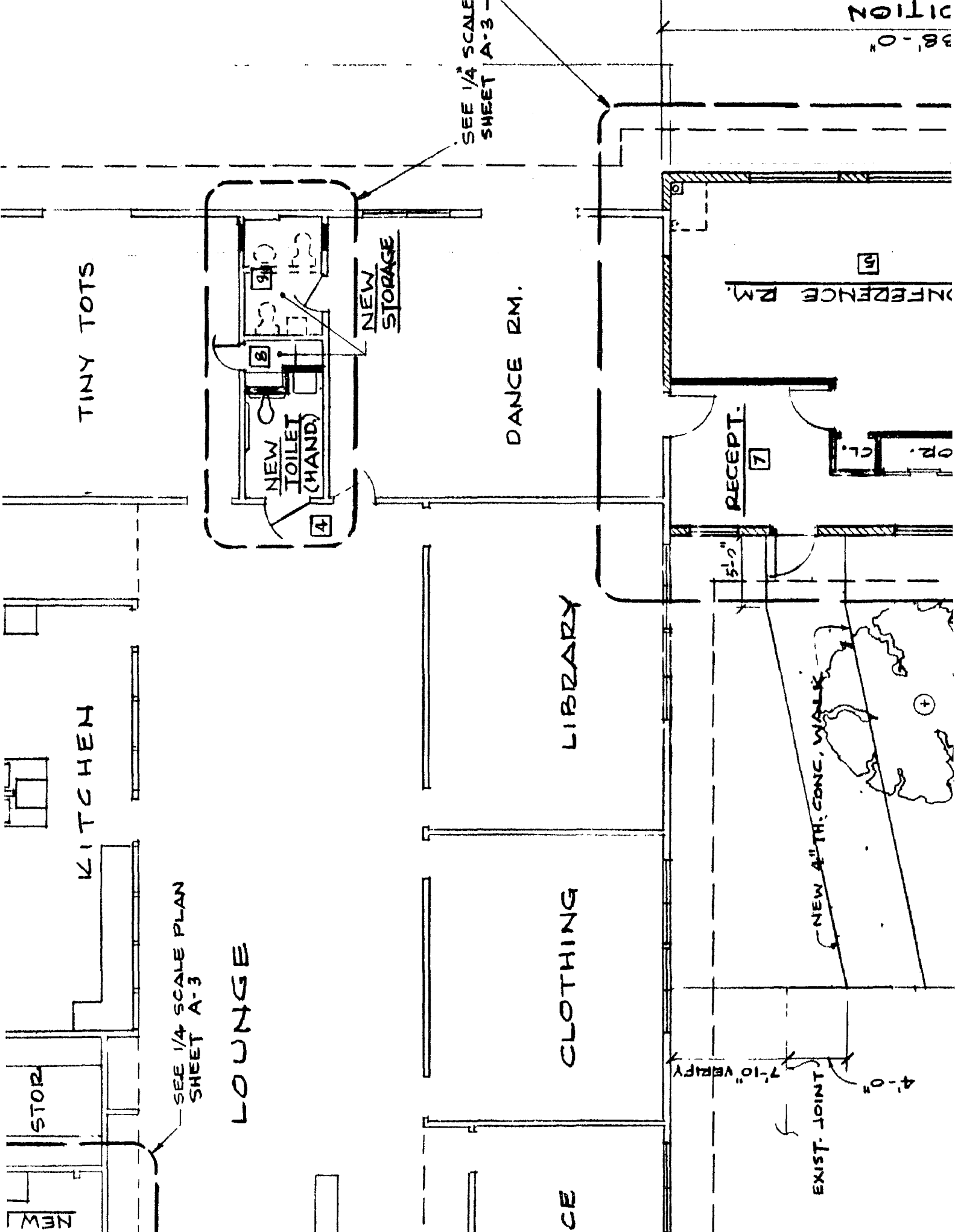


- R RANGE
- S STAINLESS STEEL SINK
- FIXT. - NEW FLUORESCENT LIGHT FIXTURE REPLACING EXISTING.
- HTR. NEW UNIT HEATER REPLACING EXISTING IN SAME LOCATION.

## NOTES

1. ALL NEW CABINETS SHALL BE W.I.C. CUSTOM GRADE, LAMINATED PLASTIC COVERED, FLUSH OVERLAY.
2. CABINETS SHALL BE COMPLETE WITH ALL HARDWARE OF A QUALITY CONSISTENT WITH THE GRADE SPECIFIED.





38'-0" NOTION

SEE 1/4 SCALE PLAN SHEET A-3

SEE 1/4 SCALE SHEET A-3

RECEPT.

NEW 4" TH. CONC. WALK

EXIST. JOINT

7'-10" VERIFY

4'-0"

5

7

4

NEW TOILET (HAND)

NEW STORAGE

DANCE RM.

LIBRARY

CLOTHING

TINY TOTS

KITCHEN

STOR.

NEW

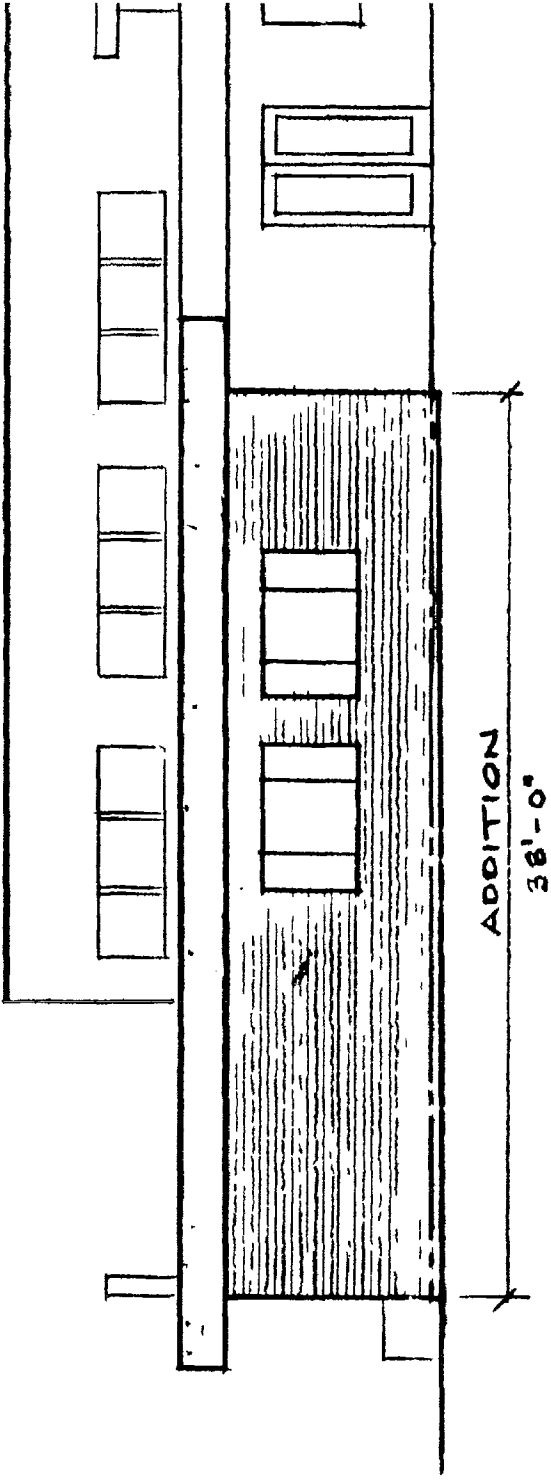
CONFERENCE RM.

OR. CL.

1/2 BOND BEAM

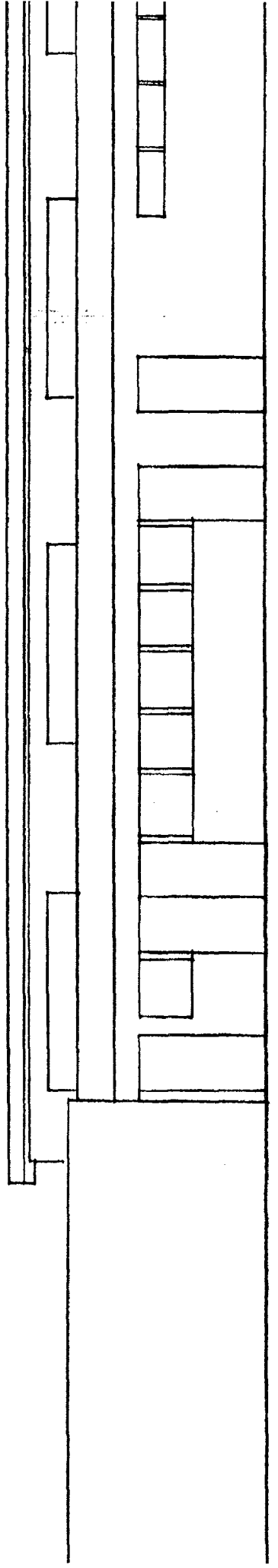
10. BLOCK

B & F 1/4.

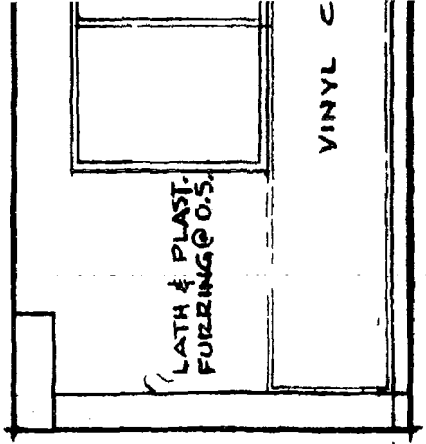


NORTH ELEVATION

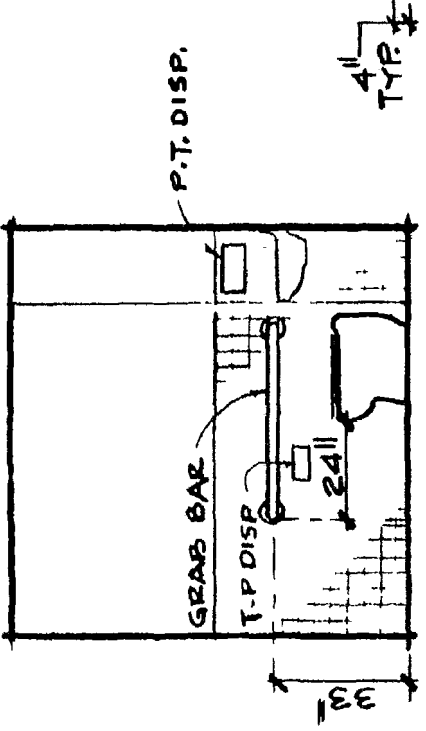
S



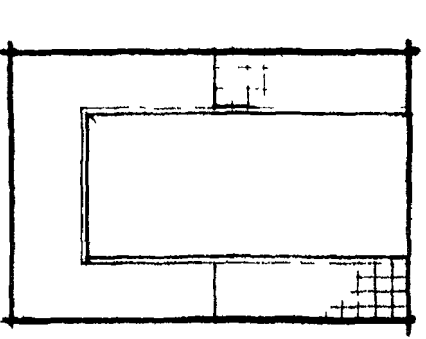
3 NE



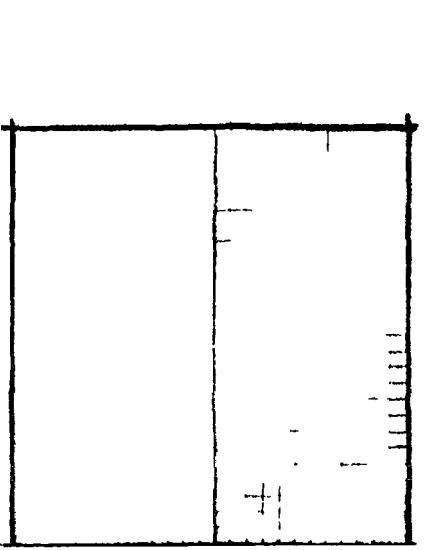
NORTH  
5 CONFERENCE R



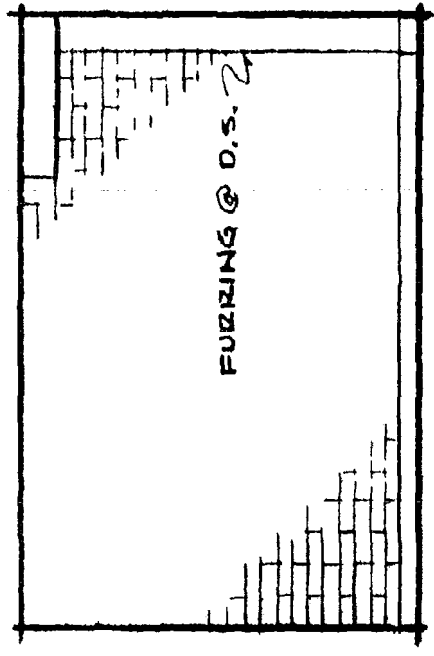
WEST



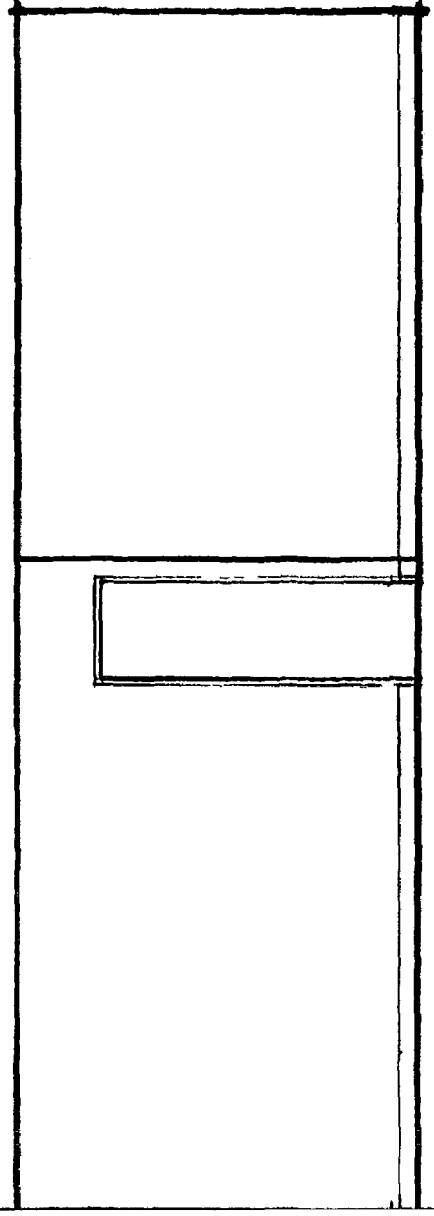
SOUTH



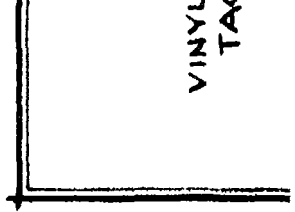
EAST  
4 (CONT.)



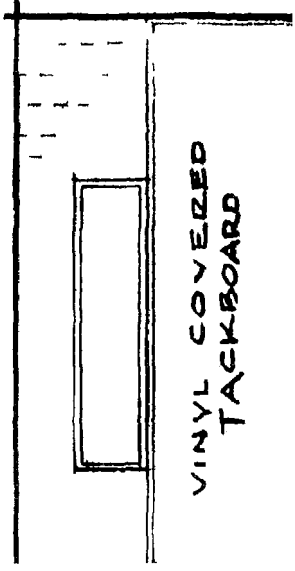
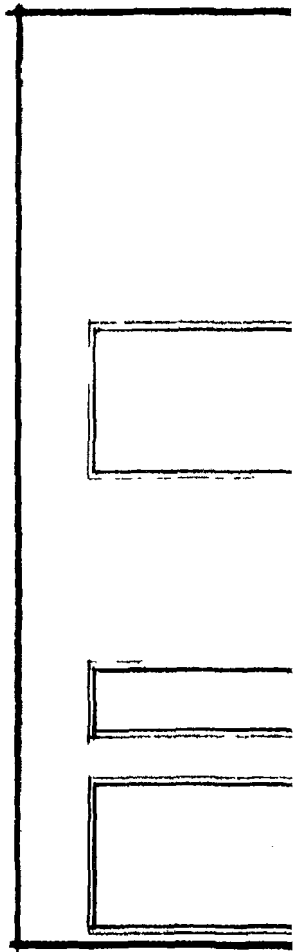
WEST



SOUTH



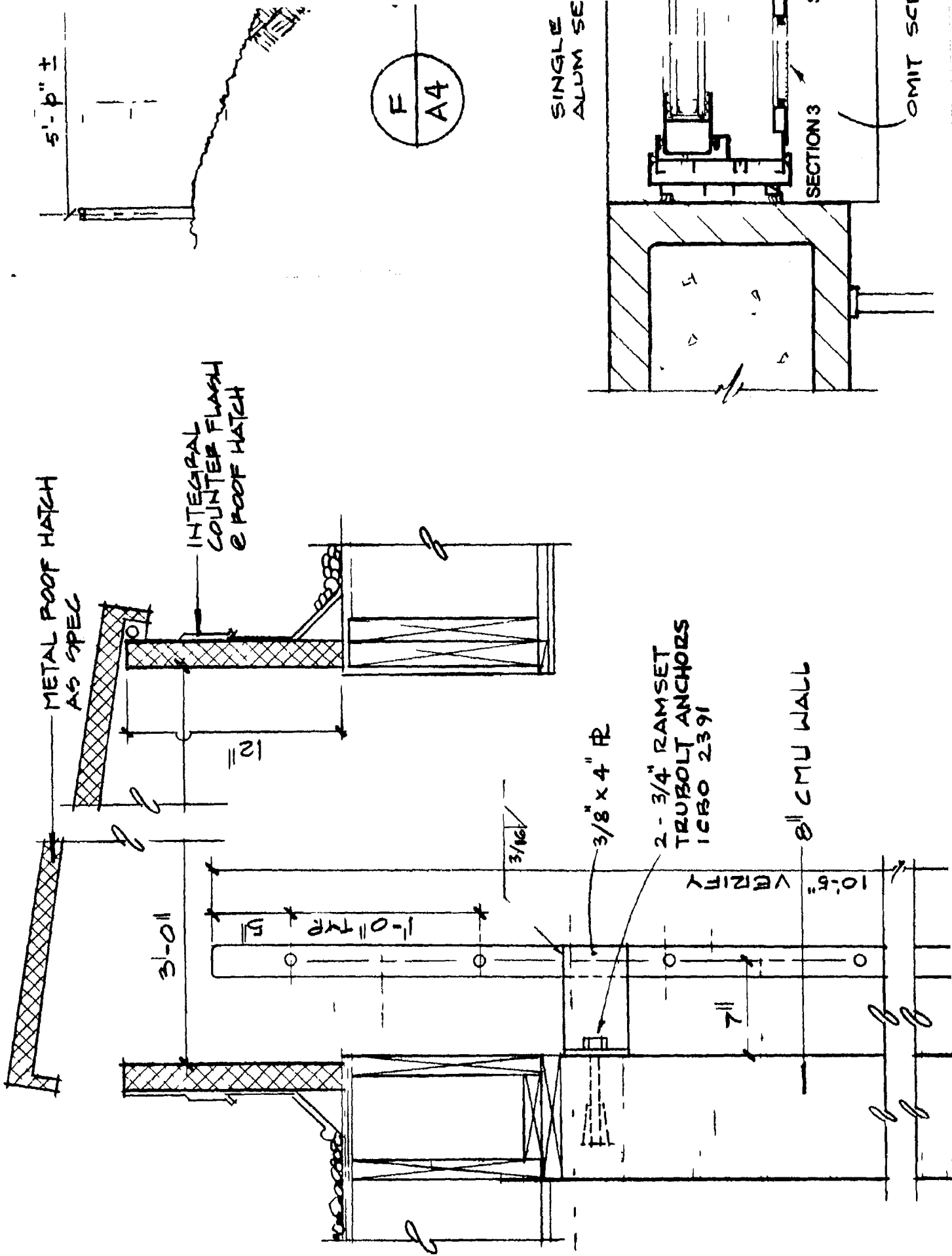
VINYL TAX



VINYL COVERED TACKBOARD

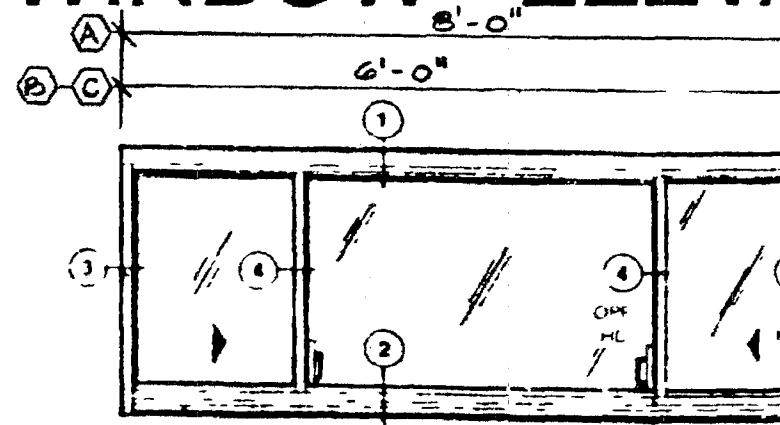
(D) SECTION  
A4

SCALE: 3/8" = 1'-0"



K		0	10	2'-0" X 6'-8" X 1 3/8"	I	●
K		7	11	1'-10" X 6'-8" X 1 3/8"	I	●
D		8	12	7'-0" X 6'-8" X 1 3/8"	II	●
D		9	13	2'-0" X 6'-8" X 1 3/8"	I	●
K	REMOVE EXIST. ACOUSTICAL TILE PREP CLG. AS REQD & INSTALL NEW AC-TILE	10	14	3'-0" X 6'-8" X 1 3/8"	I	●
K	REMOVE & REPLACE EXIST. MIRROR ON WALL 3.	11	15	X X		
E		12	16	X X		
	PATCH FLOOR & BASE CABINET AS REQUIRED @ DISHWASHER, MATCH EXIST. SEE SHEET P-1.	13	17	X X		
		14	18	X X		
		15	19	X X		
		16	20	X X		

## WINDOW ELEVATION



# WINDOW SCHEDULE

SIZE	TYPE	GLASS	FRAME

1 3"

ON SLAB

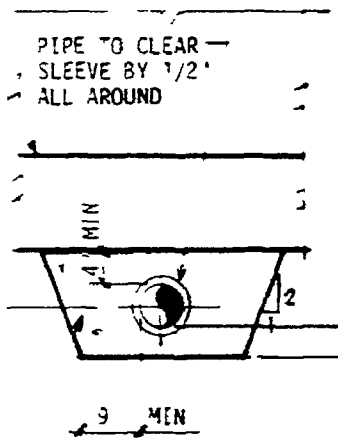
ON CURB



**NON-BEARING PARTITION**

**LUMBER**

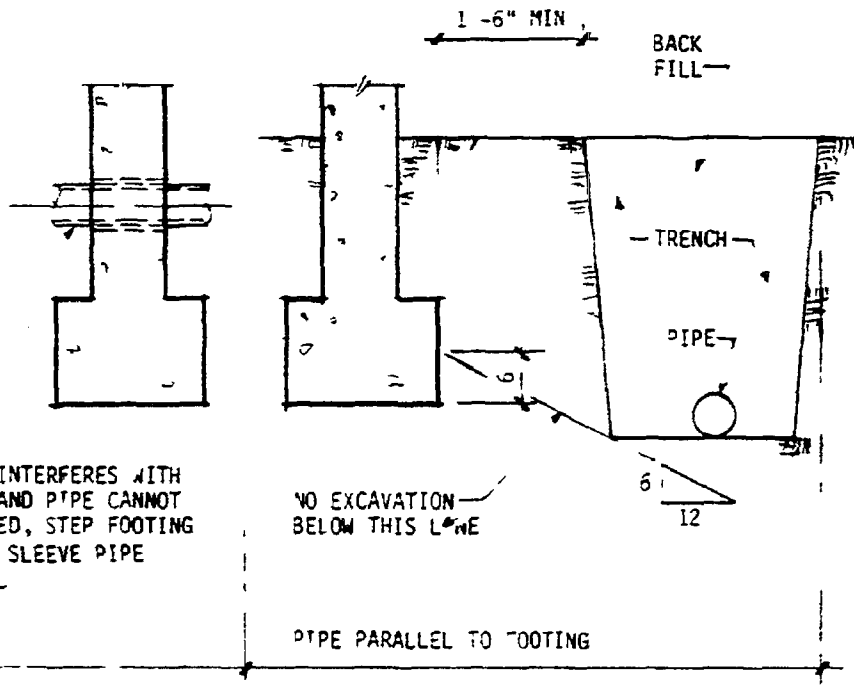
**FOOTING**



IF PIPE INTERFERES WITH FOOTING AND PIPE CANNOT BE DROPPED, STEP FOOTING DOWN AND SLEEVE PIPE THRU WALL

CONC FILL TO BE IN PLACE BEFORE FVG IS POURED

PIPE PERPENDICULAR TO FOOTING



NO EXCAVATION BELOW THIS LINE

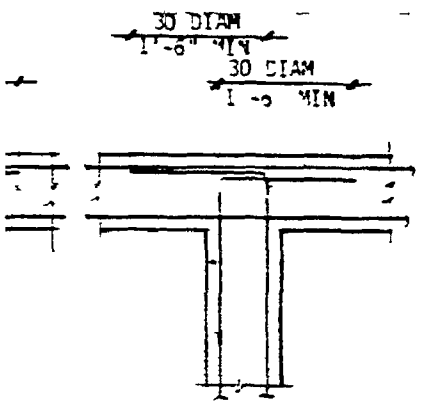
PIPE PARALLEL TO FOOTING

BACK FILL

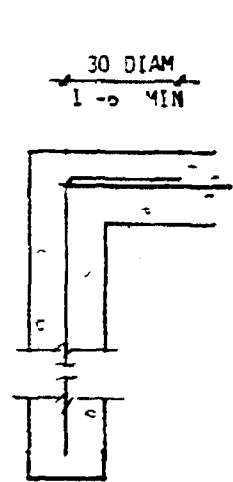
TRENCH

PIPE

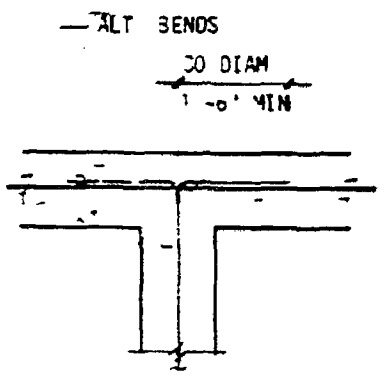
**AT WALL FOOTINGS**



INTERSECTION



CORNER



INTERSECTION

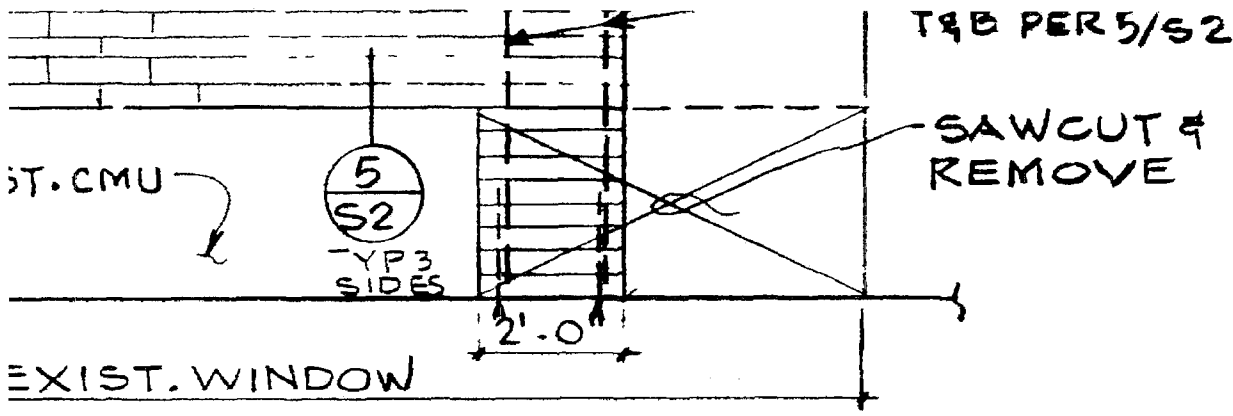
**DOUBLE CURTAIN**

**SINGLE CURTAIN**

- 1 FRAMING LUMBER GRADE STAMPED D F
- 2 TOP PLATES OF WOOD STUD WALLS T SPLICES 4'-0" MIN
- 3 TWO-INCH FULL WIDTH SOLID BLOCK WALLS AND FURRED SPACES SO THAT T SPACE IS NOT OVER 10 FEET
- 4 THE ENDS OF ALL ROOF AND FLOOR JOISTS ENDS HELD IN POSITION WITH
  - A FULL DEPTH SOLID BLOCKING
  - B BRIDGING
  - C NAILING OR BOLTING TO OTHER FRAMING
  - D APPROVED JOIST HANGERS.
- 5 ALL BOLTS AND NUTS SHALL BE FITTED
- 6 BOLTS IN THE WOOD SHALL BE NOT LESS THAN 1-2 DIAMETERS FROM THE EDGE UNLESS OTHERWISE SPECIFIED
- 7 BOLT HOLES 1/32" LARGER THAN THE BOLT
- 8 LAG SCREWS PREDRILL WITH A BIT FOR THE THREADED PORTION LEAVE UNTHREADED SHANK AND THE SAME DIAMETER UNLESS OTHERWISE SPECIFIED CUT WASHERS SHALL BE PROVIDED
- 9 SILL BOLTS PROVIDE 5/8 INCH DIAMETER AND 2 INCHES EMBEDMENT INTO THE CONCRETE OR MASONRY FOUNDATION AND THE PLATE
- 10 APPROVED PRESSURE-TREATED WOOD SHALL BE USED ON CONCRETE OR MASONRY FOUNDATION
- 11 FRAMING CONNECTORS SIMPSON STRONG-BOND SHALL BE I C B O APPROVED AND INSTALLED ACCORDING TO MANUFACTURER'S INSTRUCTIONS

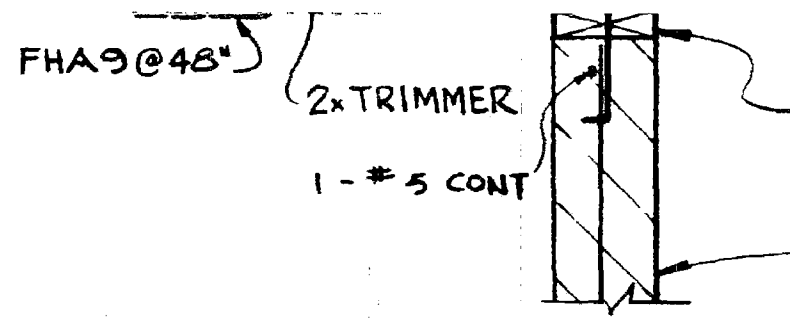
**LUMBER GRADES DOUGLAS FIR - GRADING RULE**

- 1 LIGHT FRAMING



EXIST. WINDOW

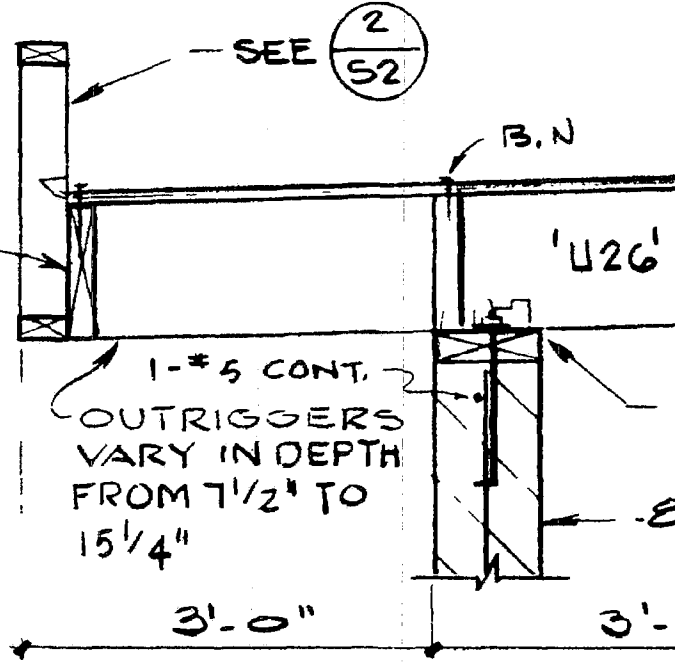
3/8" = 1'-0"



2  
S2

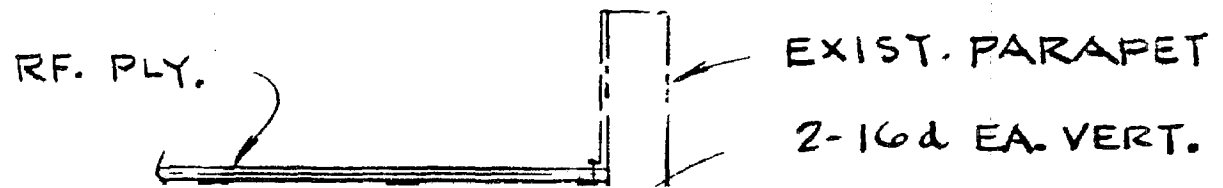
3/4" = 1'-0"

TAPERED JOIST  
W/3-16 & TO OUT-  
RIGGER



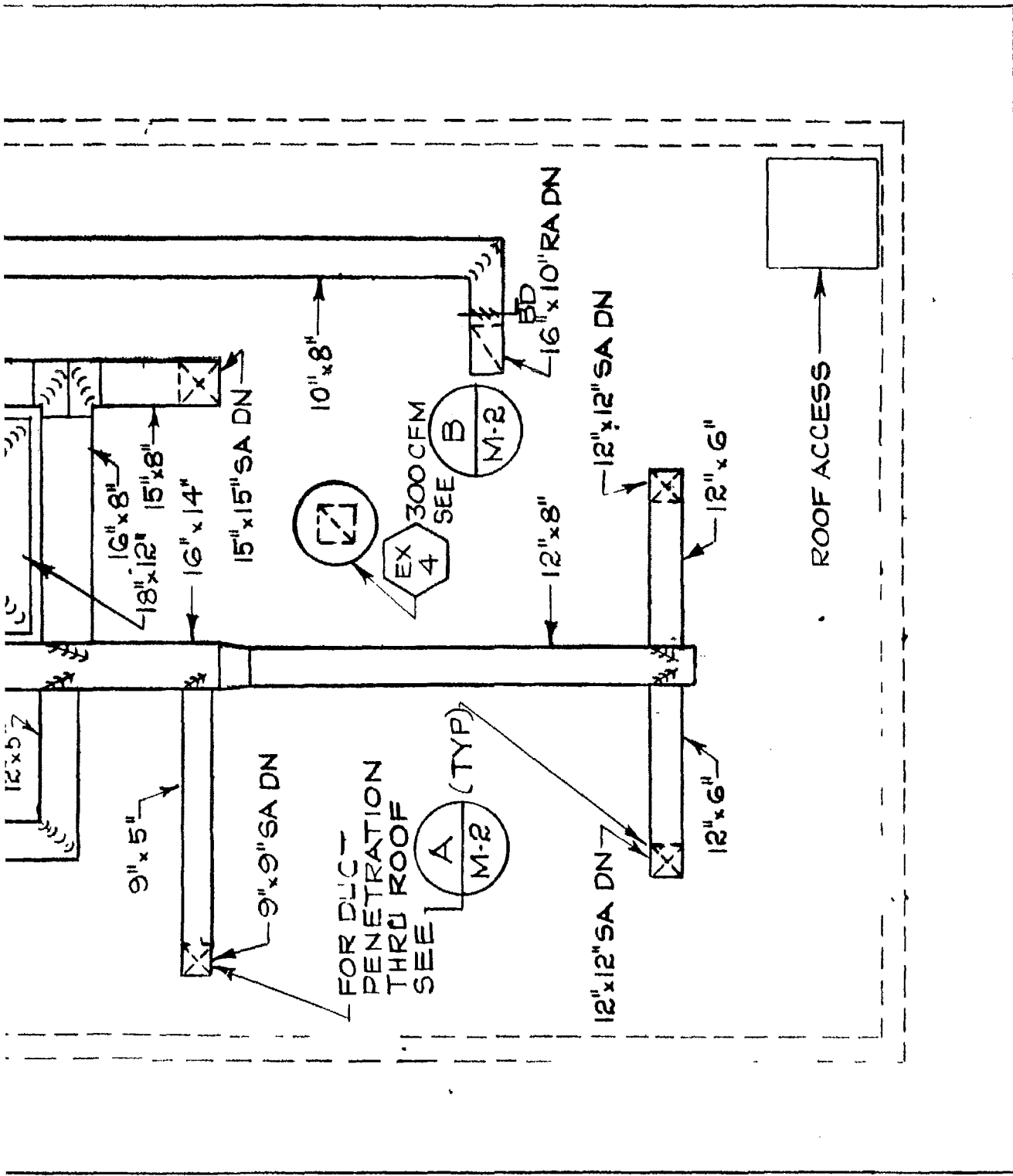
3  
S2

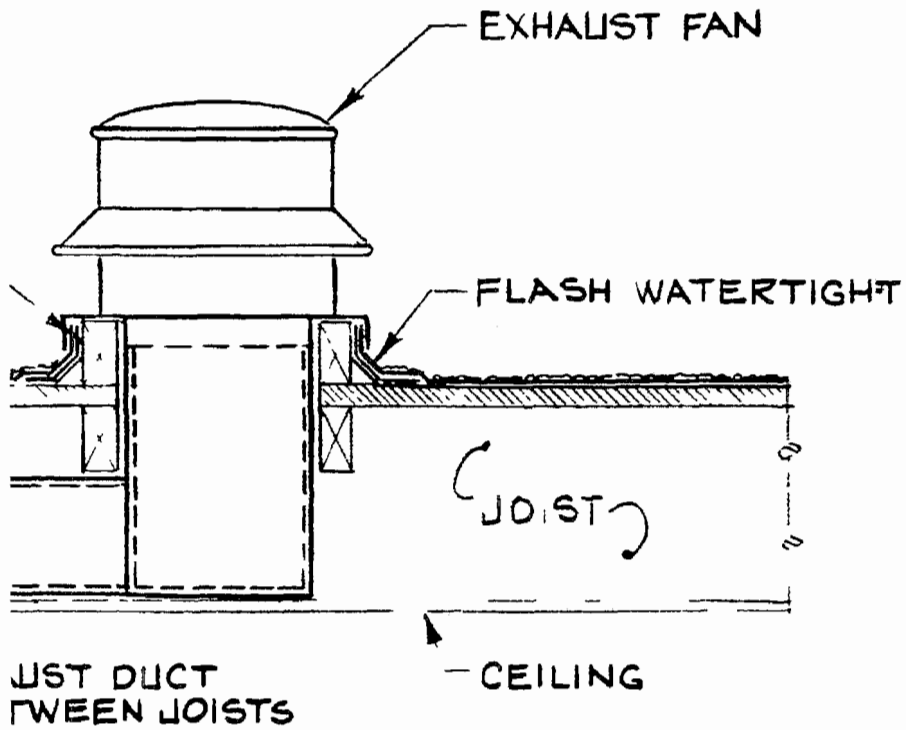
3/4" = 1'-0"





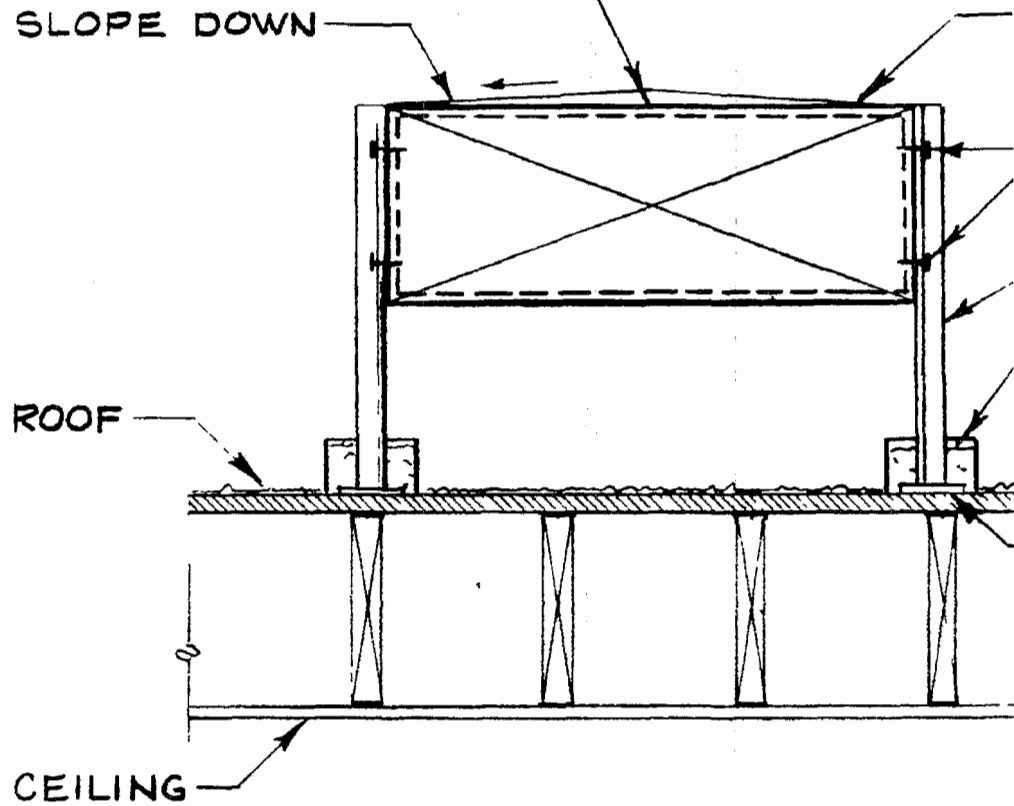
9" x 9"  
100 (



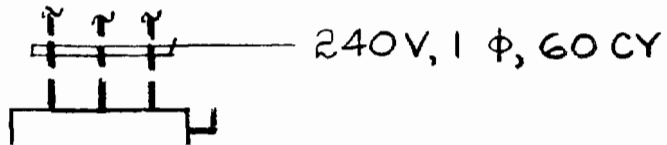


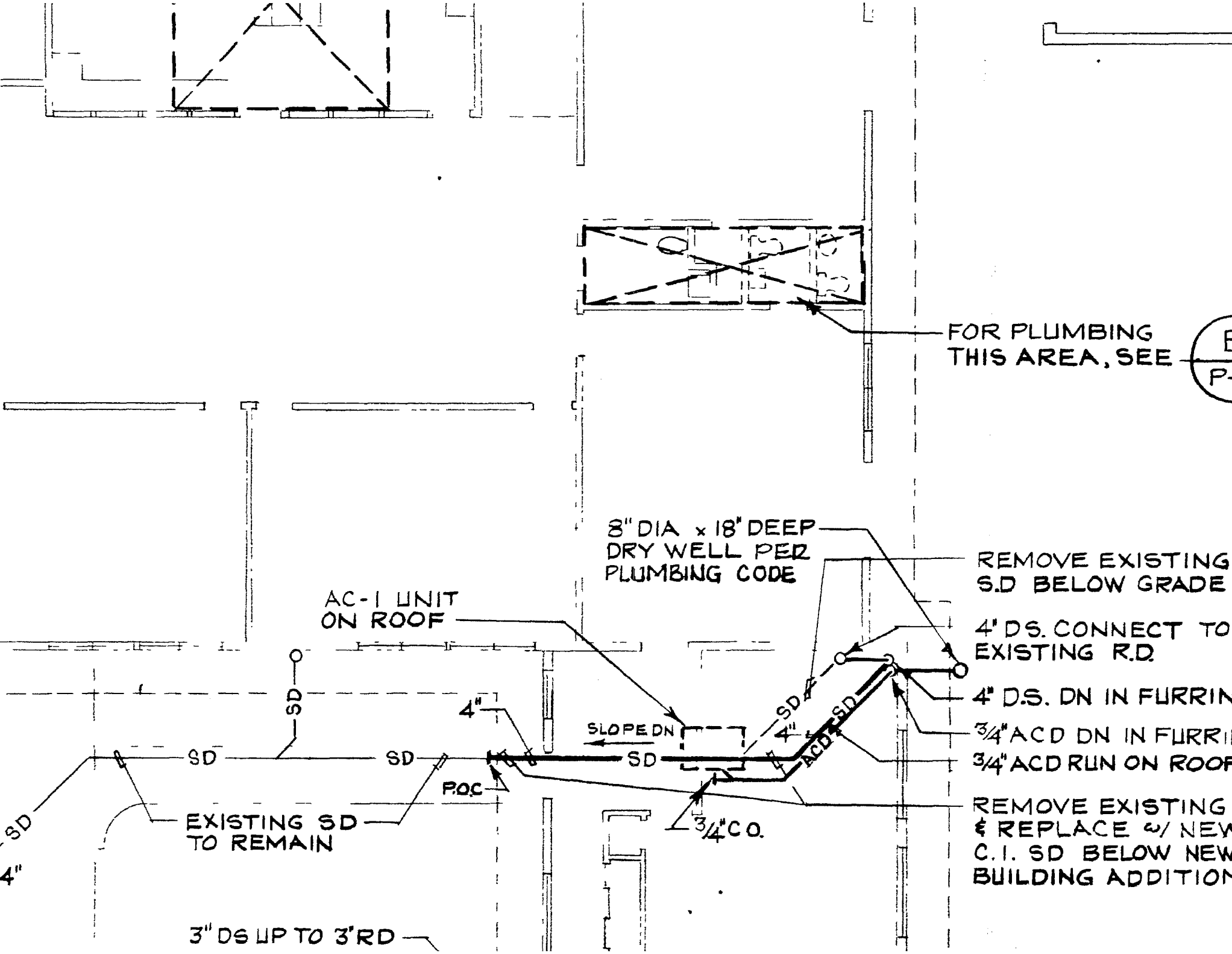
EXHAUST FAN DETAIL

B  
M-2



DUCT SUPPORT ON ROOF  
NO SCALE





FOR PLUMBING THIS AREA, SEE E  
P.

AC-1 UNIT ON ROOF

8" DIA x 18" DEEP DRY WELL PER PLUMBING CODE

REMOVE EXISTING S.D BELOW GRADE

4" DS. CONNECT TO EXISTING R.D.

4" DS. DN IN FURRIN

3/4" ACD DN IN FURRIN

3/4" ACD RUN ON ROOF

REMOVE EXISTING & REPLACE w/ NEW C.I. SD BELOW NEW BUILDING ADDITION

EXISTING SD TO REMAIN

3" DS UP TO 3" RD

SLOPED DN

P.O.C.

3/4" C.O.

4" SD

SD

SD

4"

SD

4" SD

4" ACD SD

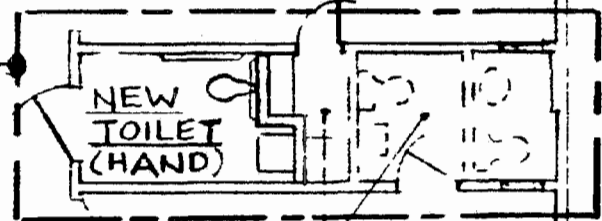
SD

21

KITCHEN

TO PROVIDE CONSTANT HOT (UNSWITCHED) CIRCUITRY TO NEW REPLACEMENT LIGHTING FIXTURE (TYPE F) EQUIPPED WITH INTEGRAL PHOTOCELL.

EXISTING AREAS TO BE REMODELED FOR NEW ELECTRIC WORK REQUIRED SEE ENLARGED PLANS AT SCALE 1/4" = 1'-0" ON SHEET E-2.



NEW STORAGE

CE

CLOTHING

LIBRARY

CORE DRILL THRU EXISTING CONCRETE BLOCK WALL AT AN ANGLE TO PERMIT NEW CONDUIT TO TERMINATE INSIDE EXISTING LIBRARY JUST BELOW FINISH CEILING. TERMINATE NEW CONDUIT WITH END BUSHING AT APPROX 3" FROM WALL SURFACE.

FOR FUTURE USE NEW 3" EMT. C.O. ROUTED CONCEALED ABOVE CEILING

RECEPT.

- 3' R  
6"



STOR. CL.

CONFERENCE RM


























- NEW 2" PVC, C.O. STUBOUT.

38'-0"

ELECTRICAL SYMBOLS AND ABBREVIATIONS

NOTE.

SEE SPECS END OF SECT 16050 FOR  
ELECT. SYMBOLS AT LARGER SCALE.

-  Junction Box, Wall or ceiling mounted, Flush U O N
-  Outlet Box for Lighting Fixture, Flush in Ceiling
-  Outlet Box for Lighting Fixture, Flush in Wall
- A 144 Lighting Fixture Description indicating Quantity-Type per Schedule-Wattage (Typical Example)
-  Recessed Lighting Fixture, Existing Incandescent or New Compact Fluorescent
-  Lighting Outlet with Designation of Controlling Switch (Typical Example)
-  Toggle Switch in Flush Wall Outlet Box at +48" U O N Switch & Plastic Coverplate Ivory Color Switch Rated 20 AMP @ 120/277V, 1-Pole, AC Quiet Type, Spec Grade
-  Toggle Switches stacked vertically Switch(es) shown nearest wall shall be installed at +48" U O N The next switch(es) (shown further from wall) shall be installed at +60" U O N The separate flush outlet boxes shall be interconnected with conductors in concealed 1/2" conduit (Where a third level of switch is shown, install at +72")
-  Toggle Switch with designation of outlets controlled (Typical Example)
-  Conduit routed concealed above floor
-  Conduit routed concealed underfloor or underground
-  Conduit routed exposed
-  Conduit shown with quantity of conductors therein (#12 CU-TW, U O N ) but not including equipment grounding conductor required in underground non-metallic conduit or aboveground flexible metallic conduit (Typical Example)
-  20 AMP 1-Pole (circuit breaker) Type Example
-  Flexible metallic conduit, water/oil-tight where exposed to moisture Installed with grounding connectors
- WIRING NOTE** Any conduit without further indication shall be regarded as 2 #12 CU-TW (+ground as required) in 1/2" conduit Other conduit size shall be as required per N E C For AWG size/quantity of conductors shown and including any equipment grounding conductors required (per N E C Article 250-95) but not shown
-  Conduit with arrow and number, indicating the branch circuit to which wiring is connected
-  Conduit homerun to panel, indicating panel designation and branch circuit to which wiring is connected
-  Existing to remain unchanged
-  Existing conduit to remain after replacement of existing conductors with new conductors as noted
-  Existing lighting outlet Remove existing fixture and replace with new fixture of type noted
-  Symbol (and number therein) reference plan note describing work/equipment required
-  Floodlight
-  Thermostat outlet, +60" U O N Flush outlet box and concealed conduit/conductors thereto provided by electrical contractor Thermostat device and wiring connections provided by mechanical contractor
-  Disconnect switch, heavy duty type, in suitable Nema enclosure, lockable, ampacity and number of poles as required, equipped with fuses equal to Bussmann FRM-RK5 sized to protect equipment served
-  Exhaust Fan
-  Manual motor-starting switch, toggle style, of suitable rating and equipped with overloads to protect motor

**APPENDIX G**

**ASBESTOS ABATEMENT SPECIFICATION**



THE CITY OF SAN DIEGO



## ASBESTOS ABATEMENT SPECIFICATION

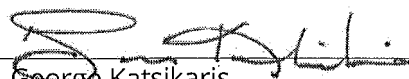
for

## MEMORIAL PARK COMMUNITY BUILDING

## CLEARANCE ACTIVITY

April 28, 2016

Prepared by:

  
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CA Asbestos Consultant #07-4265

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Asbestos & Lead Program Inspector

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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:*

4. *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.*
5. *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.*
6. *Transportation of hazardous materials shall be in accordance with the State of California Title 22 and the Department of Transportation regulations.*
7. *ABATEMENT CONTRACTOR shall comply with all provisions of California Title 8, Section 5208 and Section 1529.*
8. *ABATEMENT CONTRACTOR shall be in compliance with all provisions of Title 40 CFR Part 61.*
9. *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 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 (%)
6698-01A	9" Floor Tile (Brown) w/ Mastic (10,000 ft <sup>2</sup> )	Lounge – West Side	Fair	5% Chrysotile
6698-01B	9" Floor Tile (Brown) w/ Mastic (10,000 ft <sup>2</sup> )	Hall 1	Fair	5% Chrysotile
6698-01C	9" Floor Tile (Brown) w/ Mastic (10,000 ft <sup>2</sup> )	Conf. Rm. – E. Side	Fair	5% Chrysotile
6698-02A	12" Floor Tile (Brown) w/Mastic	MPR – N.W. Corner	Fair	ND*
6698-02B	12" Floor Tile (Brown) w/Mastic	MPR – East Side	Fair	ND*
6698-03A	Vinyl Sheet Flooring (Tan w/Pebble Pattern)	Dark Room – East Side	Poor	ND*
6698-04A	Base-cove (Brown) w/Mastic	Hall 2	Poor	ND*
6698-05A	Base-cove (Yellow) w/Mastic	Lounge – West Side	Poor	ND*
6698-06A	Interior Plaster	Office – South Side	Fair	ND*
6698-06B	Interior Plaster	Women's RR (2) – at entry	Fair	ND*
6698-06C	Interior Plaster	Janitor's Closet	Fair	ND*
6698-07A	Drywall w/Joint Compound	Reception Area – East Corner	Fair	ND*
6698-08A	1'x2' Ceiling Tile (random hole pattern)	Lounge – South East Side	Fair	ND*
6698-09A	Mirror Mastic (500 ft <sup>2</sup> )	Women's RR (2) – East Wall	Poor	20% Chrysotile
6698-10A	Corkboard Mastic	Arts & Crafts Rm. – East Wall	Fair	ND*
6698-11A	Wall Board (Behind Cork Board)	Arts & Crafts Rm. – East Wall	Fair	ND*
6698-12A	Yellow Carpet Glue	Office – At Entry	Fair	ND*
6698-13A	Built Up Roofing	Upper – East Side	Fair	ND*
6698-13B	Built Up Roofing	Lower – East Side	Fair	ND*
6698-14A	HVAC Duct Tape/Mastic	South East Portion of Roof	Poor	ND*
6698-15A	Roof Pitch Pockets (100 ft <sup>2</sup> )	South East Portion of Roof	Fair	4% Chrysotile
6698-16A	Penetration/Flashing Mastic	Composite Throughout Roof	Fair	ND*

No Asbestos Detected

**APPENDIX H**  
**LEAD CONTAINING MATERIALS AND**  
**UNIVERSAL WASTE ABATEMENT SPECIFICATION**



**LEAD CONTAINING MATERIALS AND UNIVERSAL WASTE  
ABATEMENT SPECIFICATION**

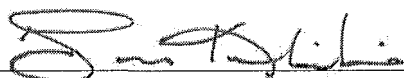
**for**

**MEMORIAL PARK COMMUNITY BUILDING**

**CLEARANCE ACTIVITY**

**April 28, 2016**


Prepared by:

  
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CDPH IA/PM License# 20618

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i. GENERAL REQUIREMENTS

**1. 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.*

**2. 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.*

**3. 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.*

**4. 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:*

1. Submit a detailed job-specific plan that includes:
  - a. The procedures proposed to comply with the requirements of this specification and all applicable regulations.
  - b. Detailed drawings that identify the location, size, layout and details of the Work Areas, any equipment, disposal storage, restrooms, and worker decontamination facilities.

- c. 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.
  - d. The methods to be used to assure the safety of occupants and visitors to the site.
  - e. A description of methods to be used to control dispersion of hazardous materials to the interior and exterior of the building.
  - f. The method of removal to minimize dust generation in the Work Area.
2. Work site coordination submittals including:
- a. 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.
  - b. Telephone numbers and locations of emergency services including but not limited to fire, ambulance, doctor, hospital, police, power company, telephone company.

*Notifications:*

- 3. 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.
- 4. Submit Cal/OSHA pre-job notification for lead-related construction work per Title 8 CCR 1532.1 subsection (p), "Lead-Work Pre-Job Notification".
- 5. Permits, notifications, and licenses needed to perform work (including hazardous waste hauler's registration)
- 6. 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.
- 7. 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.
- 8. 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:*

9. 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:
  - a. 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.
  - b. 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.
  - c. 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.
  - d. 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.
  - e. 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.
10. Identify state licensed transporter, disposal location, and associated permits for all hazardous waste.
11. Submit respiratory protection information and air monitoring data as per the following:
  - a. 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.
  - b. Respiratory Protection Program: Submit ABATEMENT CONTRACTOR's written respiratory protection program manual as required by 8 CCR 1531 and 5144.



- c. Respiratory Protection Schedule: Submit level of respiratory protection intended for each operation required by the project.
  - d. Copies of current respirator fit test: Fit tests must be performed every 6 months.
12. 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:
- a. Name and Social Security Number
  - b. Copies of Blood Lead Levels and Zinc Protoporphyrin tests
  - c. Physicians Written Opinion from examining physician including at a minimum the following:
    - i. *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.*
    - ii. *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.*
13. 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.
14. 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*

- 15. Copies of all Waste Shipment Records
- 16. 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:*

- 17. Personal Air Sample Results
- 18. Copies of Project Daily Logs
- 19. Containment Entry/Exit Logs
- 20. Waste Disposal Documentation
- 21. Certificate of Visual Inspection

## **5. 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.*

## **6. 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*

1. 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.
2. 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.
3. 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*

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

*Spray adhesive*

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

## **7. 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.*

## **H. DEFINITIONS**

DD. 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.

- EE. ABATEMENT CONTRACTOR: The designated sub-contractor performing the required abatement work outlined in this specification.
- FF. 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).
- GG. ACTION LEVEL: An 8-hour time weighted average (TWA) lead airborne concentration of 30 µg/m<sup>3</sup>.
- HH. AIR MONITORING: The process of measuring the lead content of a specific volume of air.
- II. 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.
- JJ. BARRIER: Any surface that seals off the work area to inhibit the movement of dust.
- KK. BREATHING ZONE: A hemisphere forward of the shoulders with a radius of approximately 6 to 9 inches.
- LL. CONTAINMENT: A process for protecting both workers and environment by controlling exposures to lead dust and debris created during abatement.
- MM. CONTAMINATE: Refers to lead-containing dust/debris.
- NN. DEMOLITION: The wrecking or taking out of any building component, system, finish or assembly of a facility together with any related handling operations.
- OO. DISPOSAL BAG: A properly labeled 6 mil thick leak tight plastic bags used for transporting lead waste from work site to disposal site.
- PP. 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.
- QQ. 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.
- RR. 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.
- SS. 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.
- TT. HIGH PHOSPHATE DETERGENT: Detergent which contains at least 5% tri sodium phosphate.

- UU. LEAD: Means metallic lead, all inorganic lead compounds, and organic lead soaps.
- VV. 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.
- WW. 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.
- XX. 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.
- YY. 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.
- ZZ. OWNER: Refers to the City of San Diego
- AAA. 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.
- BBB. 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.
- CCC. PERMISSIBLE EXPOSURE LIMIT (PEL): An 8-hour TWA lead airborne concentration of 50 µg/m<sup>3</sup>.
- DDD. PERSONAL MONITORING: Sampling of contaminant concentrations within the breathing zone of an employee.
- EEE. PROJECT MONITOR: City of San Diego Asbestos & Lead Management Program staff or their designated consultant.
- FFF. 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.
- GGG. 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.

- HHH. 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.
- III. RESPIRATOR: A device designed to protect the wearer from the inhalation of harmful contaminants.
- JJJ. 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.
- KKK. TIME-WEIGHTED AVERAGE (TWA): The average concentration of a contaminant in air during a specific time period.
- LLL. 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)].
- MMM. UNIVERSAL WASTE: Hazardous wastes including but not limited to: fluorescent lamps, mercury thermostats, and other mercury containing equipment.
- NNN. 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.
- OOO. 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.

## I. SITE WORK

### 1. 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.*

### 2. 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.*

### 3. 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.*

**4. 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.*

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*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.*

**6. 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.*

**7. 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.*

**8. 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.*

## **9. 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:*

### **1. California Occupational Safety and Health Administration (Cal/OSHA):**

- a. Division of Industrial Safety; Chapter 4
- b. 8CCR, Section 1532.1, Lead in Construction
- c. 8CCR, Section 5194, Hazard Communication Standard
- d. 8CCR, Section 1531, Construction Respiratory Protection Standard
- e. 8CCR, Section 1514, Construction Personal Protective Equipment
- f. 8CCR, Section 1509, Construction Injury Illness Prevention Program
- g. 8CCR, Section 6003-4, Accident Prevention Signs and Tags
- h. 8CCR, Section 3204, Access to Employee Exposure Medical Records

### **2. California Environmental Protection Agency (Cal/EPA):**

- a. 22CCR, Division 4.5, Environmental Health Standards for the Management of Hazardous Waste.

### **3. California Department of Public Health (CDPH):**

- a. 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:*

### **4. Federal Environmental Protection Agency (FED/EPA):**

- a. Hazardous Waste Standards, 40 Code of Federal Regulations (CFR), Part 261

- b. EPA Renovate, Repair, Painting (RRP), 40 CFR 745, Subpart E.

**5. U.S. Department of Transportation (DOT):**

- a. Hazardous Substances, 49CFR, Parts 171 through 180

**6. American National Standards Institute, Inc. (ANSI):**

- a. Z9.2-79 Fundamentals Governing the Design and Operation of Local Exhaust
- b. Z88.2-80 Practices of Respiratory Protection

**7. Department of Housing and Urban Development (HUD):**

- a. 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:*

**8. Air Pollution Control District (APCD) - San Diego County**

- a. APCD Rules and Regulations, Rule 51 (Public Nuisance), Rule 10-11 (permitting of equipment)

**9. San Diego Municipal Code §54.1001 etc. seq.**

- a. Prevents, identifies and remedies lead hazards within the City of San Diego

**10. 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.*

**11. 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*

- 1. 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).

2. 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.
3. 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.
4. 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*

5. 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.
6. 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.
7. 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.
8. 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.
9. 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*

### 10. Air Purifying Respirators

- a. Respirator Bodies: Provide half face or full face type respirators based upon appropriate protection factor as determined by the ABATEMENT CONTRACTORS competent person. .
- b. 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.
- c. Non permitted respirators: Do not use single use, disposable or quarter face respirators.
- d. 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.
- e. 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.
- f. Regardless of Airborne Levels: Require that the minimum level of respiratory protection used be half face air purifying respirators with high efficiency filters.

### 11. Fit testing

- a. 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.
  - b. 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).
12. 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*

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

*Water Service*

14. 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*

15. 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.
16. 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*

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

*Fire Extinguisher*

18. 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*

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

## **12. 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.*

## **13. 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.*

## **14. 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.*

## **15. 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).*

**1. Visual Examination for Determination of Completed Work:**

- a. 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.
- b. 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:*

- 2. 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

a. Interior Floors	40 µg/ft <sup>2</sup>
b. Interior Window Sills	250 µg/ft <sup>2</sup>
c. Exterior Horizontal Surfaces	400 µg/ft <sup>2</sup>
d. Exterior Soil*	1000 µg/ft <sup>2</sup>
e. Soil in Play Areas*	400 µg/ft <sup>2</sup>

- 3. Re-cleaning, at the Contractor's expense, will be required for surfaces that do not pass clearance criteria.
- 4. 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 than levels shall be used for clearances. ABATEMENT CONTRACTOR may take background soil samples to determine the preexisting soil conditions.

## 16. TRANSPORTATION AND DISPOSAL

### *Waste minimization*

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

### *Waste characterization*

2. 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*

3. 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.
4. 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.
  5. 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
22	RESTROOM 1	TOILET	METAL	WHITE	Positive	4.3	mg / cm ^2
23	RESTROOM 1	URINAL	METAL	WHITE	Positive	3.7	mg / cm ^2
26	RESTROOM 1	SINK	METAL	WHITE	Positive	4	mg / cm ^2
37	NEW SHOWER	WALL	CERAMIC TILE	TAN	Positive	< LOD	mg / cm ^2

### SUMMARY OF UNIVERSAL WASTE

MATERIAL	APPROXIMATE QUANTITY
FLOURESCENT LIGHT TUBES	200ea.
PCB CONATINING LIGHT BALLASTS	100ea.
MERCURY CONTAINING THERMOSTATS	5ea.

**APPENDIX I**  
**LEAD AND ASBESTOS INSPECTION REPORT**

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CITY of SAN DIEGO **4344**  
WORK REQUEST FOR ASBESTOS & LEAD MANAGEMENT PROGRAM

Department PARK AND RECREATION Dept#: 444 Division: COMMUNITY PARKS II

Work Requested By: FRANCISCO CASTRUITA MS#: 804C Phone/Fax: 619-235-1128

Facility Name/Address: 606 SOUTH 30<sup>TH</sup> STREET, 92113

Facility #: 010461 <sup>970203</sup> Age of Facility: 40 Plans Attached?  YES  NO Target Start: 12-15-11

Description of Proposed Work (explain detail of work as well as where in facility):

Please test the interior and exterior of this facility for lead and asbestos. The city took possession of this facility a few months ago.

For further questions, please call me at 619-980-6122.

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>1714131318</u>	<u>100000</u>	<u>511032</u>	<u>210002122</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 Francisco Castruita Title Area Manager II Date 12-12-11

Print Name FRANCISCO CASTRUITA Div. Analyst Name ADRIAN ZOLLA

Send completed form to: ASBESTOS & LEAD MANAGEMENT PROGRAM - 9601 Ridgehaven Court, Suite 310, San Diego, CA 92123 or MS 1103-A or Fax (858)492-5089

FOR OFFICE USE ONLY

Date Received 12/12/11 Inspector KATSIKARIS

Records/Inspection Information PER YOUR REQUEST A ASBESTOS/LEAD SURVEY WAS

CONDUCTED. FLOOR TILE (9"X9") & MASTIC, MIRROR MASTIC AND ROOF PITCH

POCKET MASTIC WERE FOUND TO BE ASBESTOS CONTAINING. SINKS, TOILETS & URINALS

THROUGHOUT WERE FOUND TO BE LEAD CONTAINING. SIX (6) AC PIPES, FIVE (5) MERCURY

Impact on Project SWITCHES & 96 PCB BALLAST WERE ALSO IDENTIFIED.

CONTACT ALMP TO GENERATE AN ESTIMATE FROM THE "AS NEEDED"

ABATEMENT CONTRACTOR FOR REMOVAL OF HAZARDOUS MATERIALS.

& IF ANY ADDITIONAL MATERIALS NOT IDENTIFIED WITHIN THE ATTACHED

SAMPLE DATA, ALMP MUST BE CONTACTED FOR ADDITIONAL SAMPLING.

& LAB REPORTS AND SAMPLE DATA ATTACHED.

- SEE ATTACHED MEMO #1504

[Signature]  
ASBESTOS & LEAD PROGRAM INSPECTOR

1-10-12  
DATE

[Signature]  
ASBESTOS & LEAD PROGRAM MANAGER

1/11/12  
DATE

Asbestos & Lead Management Program -- (858) 573-1262 (FAX) (858) 492-5089 #11098



THE CITY OF SAN DIEGO

MEMORANDUM

DATE: January 11, 2012

TO: Francisco Castruita, Area Manager II, Park & Recreation Department, Community Parks II Division

FROM: George Katsikaris, Asbestos & Lead Program Inspector  
 via Alan J. Johanns, Asbestos & Lead Program Manager, Environmental Services Department, Energy, Sustainability, and Environmental Protection Division

SUBJECT: Girl's Club of San Diego – Asbestos and Lead Inspection

Per your request, the Asbestos and Lead Management Program (ALMP) performed a site visit to assess the presence, condition, location and quantities of Asbestos and Lead containing materials at the Girl's Club of San Diego located at 606 S. 30<sup>th</sup> Street on December 21, 2011.

Asbestos and Lead samples collected are shown in the tables below. Inaccessible areas such as wall cavities and plenums were not assessed as a result of this inspection and if activities are to occur impacting those areas additional testing may be required.

Asbestos Sample Results

Sample #	Material	Location	Condition	Asbestos (%)
6698-01A	9" Floor Tile (Brown) w/ Mastic (10,000 ft <sup>2</sup> )	Lounge – West Side	Fair	5% Chrysotile
6698-01B	9" Floor Tile (Brown) w/ Mastic (10,000 ft <sup>2</sup> )	Hall 1	Fair	5% Chrysotile
6698-01C	9" Floor Tile (Brown) w/ Mastic (10,000 ft <sup>2</sup> )	Conf. Rm. – E. Side	Fair	5% Chrysotile
6698-02A	12" Floor Tile (Brown) w/Mastic	MPR – N.W. Corner	Fair	ND*
6698-02B	12" Floor Tile (Brown) w/Mastic	MPR – East Side	Fair	ND*
6698-03A	Vinyl Sheet Flooring (Tan w/Pebble Pattern)	Dark Room – East Side	Poor	ND*
6698-04A	Base-cove (Brown) w/Mastic	Hall 2	Poor	ND*

Sample #	Material	Location	Condition	Asbestos (%)
6698-05A	Base-cove (Yellow) w/Mastic	Lounge – West Side	Poor	ND*
6698-06A	Interior Plaster	Office – South Side	Fair	ND*
6698-06B	Interior Plaster	Women’s RR (2) – at entry	Fair	ND*
6698-06C	Interior Plaster	Janitor’s Closet	Fair	ND*
6698-07A	Drywall w/Joint Compound	Reception Area – East Corner	Fair	ND*
6698-08A	1’x2’ Ceiling Tile (random hole pattern)	Lounge – South East Side	Fair	ND*
6698-09A	Mirror Mastic (500 ft <sup>2</sup> )	Women’s RR (2) – East Wall	Poor	20% Chrysotile
6698-10A	Corkboard Mastic	Arts & Crafts Rm. – East Wall	Fair	ND*
6698-11A	Wall Board (Behind Cork Board)	Arts & Crafts Rm. – East Wall	Fair	ND*
6698-12A	Yellow Carpet Glue	Office – At Entry	Fair	ND*
6698-13A	Built Up Roofing	Upper – East Side	Fair	ND*
6698-13B	Built Up Roofing	Lower – East Side	Fair	ND*
6698-14A	HVAC Duct Tape/Mastic	South East Portion of Roof	Poor	ND*
6698-15A	Roof Pitch Pockets (100 ft <sup>2</sup> )	South East Portion of Roof	Fair	4% Chrysotile
6698-16A	Penetration/Flashing Mastic	Composite Throughout Roof	Fair	ND*

\*No Asbestos Detected

### Positive Lead Sample Results

Component	Location	Condition
Sinks	Throughout Building	Fair
Toilets	Throughout Building	Fair
Urinals	Throughout Building	Fair

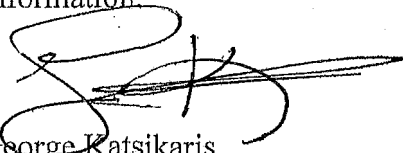
Additional materials identified during this inspection throughout the building were quantified and the condition assessed, approximately six (6) Transite asbestos containing pipes, five (5) Mercury containing thermostat switches and 96 PCB light ballasts were observed and recorded to all be in fair condition with a high potential of impact. The mirror mastic which is exposed in

Page 3 of 3  
Francisco Castruita  
January 11, 2012

the girl's restroom and has a high potential for disturbance will need to be properly abated prior to re-occupancy. In the meantime the restrooms should be sealed off and access restricted.

If any materials outside those detailed in this report are discovered at any time during the replacement project, ALMP should be contacted immediately. Upon your request the City's "as needed" abatement contractor will be provide a cost estimate for any or all abatement work required for the future use of the facility.

Please contact me at 858-627-3312 or [gkatsikaris@sandiego.gov](mailto:gkatsikaris@sandiego.gov) if you need any additional information



George Katsikaris

Attachments: Asbestos Lab Results  
Lead XRF Report

memo2012-1504

RECEIVED

JAN 05 12

Env Svs Dept  
ESEP Div



EMS LABORATORIES INC.

117 W. Bellevue Drive, Pasadena, CA 91105-2548 626-568-4065

National Institute of Standards and Technology (NIST) NVLAP Lab Code 101218-0  
California Department of Health Services Environmental Testing Laboratory ELAP 1119  
County Sanitation Districts of Los Angeles County ID No. 10120  
Nevada Environmental Laboratory Certification CA00245

CUSTOMER: City of San Diego  
9601 Ridgehaven Court Ste. 310  
San Diego CA 92123  
  
CONTACT:  
REFERENCE: 6698  
METHOD: EPA 600/R-93/116

PAGE #: 1 of 5  
REPORT #: 0148620  
PROJECT: PLM Analysis  
DATE COLLECTED: 12/21/2011  
COLLECTED BY: George Katsikaris  
DATE RECEIVED: 12/22/2011  
ANALYSIS DATE: 12/23/2011

**BULK SAMPLE ANALYSIS FOR ASBESTOS CONTENT BY POLARIZED LIGHT MICROSCOPY**

Laboratory ID - Sample No.	Sample Location Description	Layer No. Layer %	Asbestos Type	(%)	Non-Asbestos Components	(%)
0148620-001 6698-01-A	LAYER 1 Floor Tile, Brown, Homogeneous, solid, non-friable, melt, 22°C	LAYER 1 90%	Chrysotile	5%	Non-Fibrous Material	95%
	LAYER 2 Mastic, Black, Homogeneous, sticky, non-friable, melted, 22°C	LAYER 2 10%	Chrysotile	5%	Non-Fibrous Material	95%
0148620-002 6698-01-B	LAYER 1 Stop at first positive. Sample not analyzed.					
	LAYER 2 Stop at first positive. Sample not analyzed.					
0148620-003 6698-01-C	LAYER 1 Stop at first positive. Sample not analyzed.					
	LAYER 2 Stop at first positive. Sample not analyzed.					

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 REPORT #: 0148620  
 PROJECT: PLM Analysis

**BULK SAMPLE ANALYSIS FOR ASBESTOS CONTENT BY POLARIZED LIGHT MICROSCOPY**

Laboratory ID - Sample No.	Sample Location Description	Layer No. Layer %	Asbestos Type (%)	Non-Asbestos Components (%)
0148620-004 6698-02-A	LAYER 1 Floor Tile, Beige, Homogeneous, solid, non-friable, melted, 22°C	LAYER 1 95%	None Detected	Non-Fibrous Material 100%
	LAYER 2 Mastic, Yellow, black, Non-homogeneous, sticky, non-friable, melted, 22°C	LAYER 2 5%	None Detected	Non-Fibrous Material 100%
0148620-005 6698-02-B	LAYER 1 Floor Tile, Gray, Homogeneous, solid, non-friable, melted, 22°C	LAYER 1 95%	None Detected	Non-Fibrous Material 100%
	LAYER 2 Mastic, Yellow, black, Non-homogeneous, sticky, non-friable, melted, 22°C	LAYER 2 5%	None Detected	Non-Fibrous Material 100%
0148620-006 6698-03-A	Floor Tile, beige, gray, Non-homogeneous, Fibrous, non-friable, teased, 23°C	LAYER 1 100%	None Detected	Cellulose Fiber 40% Non-Fibrous Material 60%
0148620-007 6698-04-A	LAYER 1 Cove Base, Brown, Homogeneous, Rubbery, non-friable, ashed, 23°C	LAYER 1 80%	None Detected	Non-Fibrous Material 100%
	LAYER 2 Mastic, Brown, Homogeneous, solid, non-friable, melted, 23°C	LAYER 2 20%	None Detected	Cleavage Fragments 2% Non-Fibrous Material 98%
0148620-008 6698-05-A	LAYER 1 Cove Base, Gray, Homogeneous, Rubbery, non-friable, ashed, 23°C	LAYER 1 80%	None Detected	Non-Fibrous Material 100%
	LAYER 2 Mastic, Yellow, Homogeneous, sticky, non-friable, melted, 23°C	LAYER 2 20%	None Detected	Cleavage Fragments 2% Non-Fibrous Material 98%



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PAGE #: 3 of 5  
 REPORT #: 0148620  
 PROJECT: PLM Analysis

**BULK SAMPLE ANALYSIS FOR ASBESTOS CONTENT BY POLARIZED LIGHT MICROSCOPY**

Laboratory ID - Sample No.	Sample Location Description	Layer No. Layer %	Asbestos Type (%)	Non-Asbestos Components (%)
0148620-009 6698-06-A	Plaster, beige, gray, Non-homogeneous, solid, granular, non-friable, crushed, acid, 22°C	LAYER 1 100%	None Detected	Cellulose Fiber <1% Non-Fibrous Material 100%
0148620-010 6698-06-B	Plaster, beige, gray, Non-homogeneous, solid, granular, non-friable, crushed, acid, 22°C	LAYER 1 100%	None Detected	Non-Fibrous Material 100%
0148620-011 6698-06-C	Plaster, beige, gray, Non-homogeneous, solid, granular, non-friable, crushed, acid, 22°C	LAYER 1 100%	None Detected	Non-Fibrous Material 100%
0148620-012 6698-07-A	LAYER 1 Drywall, White, Homogeneous, Powdery, non-friable, crushed, 22°C  LAYER 2 Joint Compound, Beige, Homogeneous, Powdery, non-friable, acid, 23°C	LAYER 1 78%  LAYER 2 22%	None Detected	Non-Fibrous Material 100%  Non-Fibrous Material 100%
0148620-013 6698-08-A	Ceiling Tile, white, tan, Non-homogeneous, paint, fibrous, non-friable, teased, 23°C	LAYER 1 100%	None Detected	Cellulose Fiber 100% Non-Fibrous Material <1%
0148620-014 6698-09-A	Mastic, Black, Non-homogeneous, tar like, fibrous, non-friable, melted, 23°C	LAYER 1 100%	Chrysotile 20%	Non-Fibrous Material 4% Organic Matrix 76%
0148620-015 6698-10-A	Mastic, Brown, Homogeneous, solid, non-friable, melted, 23°C	LAYER 1 100%	None Detected	Non-Fibrous Material 100%

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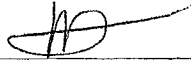
PAGE #: 4 of 5  
 REPORT #: 0148620  
 PROJECT: PLM Analysis

**BULK SAMPLE ANALYSIS FOR ASBESTOS CONTENT BY POLARIZED LIGHT MICROSCOPY**

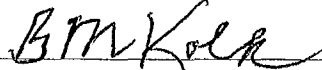
Laboratory ID - Sample No.	Sample Location Description	Layer No. Layer %	Asbestos Type (%)	Non-Asbestos Components (%)
0148620-016 6698-11-A	Wall board, Brown, Homogeneous, Fibrous, non-friable, teased, 23°C	LAYER 1 100%	None Detected	Antigorite 100% Non-Fibrous Material <1%
0148620-017 6698-12-A	Carpet Glue, Yellow, Homogeneous, Rubbery, non-friable, melted, 23°C	LAYER 1 100%	None Detected	Cellulose Fiber 75% Non-Fibrous Material 25%
0148620-018 6698-13-A	Roofing, Black, Non-homogeneous, tar like, fibrous, non-friable, melted, 23°C	LAYER 1 100%	None Detected	Fibrous Glass 10% Non-Fibrous Material 2% Organic Matrix 88%
0148620-019 6698-13-B	Roofing, Black, Non-homogeneous, tar like, fibrous, non-friable, melted, 23°C	LAYER 1 100%	None Detected	Fibrous Glass 10% Non-Fibrous Material 2% Organic Matrix 88%
0148620-020 6698-14-A	Duct tape mastic, Beige, Non-homogeneous, fibrous, solid, non-friable, ashed, 23°C	LAYER 1 100%	None Detected	Synthetic Fiber 30% Non-Fibrous Material 70%
0148620-021 6698-15-A	Mastic, black, tan, Non-homogeneous, tar like, granular, non-friable, melted, 23°C	LAYER 1 100%	Chrysotile 4%	Non-Fibrous Material 80% Organic Matrix 16%
0148620-022 6698-16-A	Mastic, black, tan, Non-homogeneous, tar like, granular, non-friable, melted, 23°C	LAYER 1 100%	None Detected	Cellulose Fiber 3% Non-Fibrous Material 70% Organic Matrix 27%

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San Diego CA 92123

PAGE #: 5 of 5  
REPORT #: 0148620  
PROJECT: PLM Analysis



Analyst - Heather Kilgore



Approved Signatory Laboratory Director

The EPA method is a semi-quantitative procedure. The detection limit is between 0.1-1% by area and dependent upon the size of the asbestos fibers, the means of sampling and the matrix of the sampled material. The test results reported are for the sample(s) delivered to us and may not represent the entire material from which the sample was taken. The EPA recommends three samples or more be taken from a "homogeneous sampling area" before friable material is considered non-asbestos-containing. Negative floor tile samples may contain significant amounts (>1%) of very thin fibers which cannot be detected by PLM. Confirmation by TEM is recommended by the EPA (Federal Register Vol.59, No.146). Asbestos fibers bound in a non-friable organic matrix may not be detected by PLM. Alternative preparation methods are recommended. This report, from a NIST-accredited laboratory through NVLAP, must not be used by the client to claim product endorsement by NVLAP or any agency of the U.S. government. This report shall not be reproduced, except in full, without the written approval of EMS Laboratories, Inc. Samples were received in good condition unless otherwise noted.



NVLAP Lab Code: 101218-0

City of San Diego/Lead Safe Neighborhoods Program

Project# 6698 - Girls Club of San Diego

XRF Assay Results

Reading No	Time	Type	Duration	Mode	Location	Room	Side	Component	Condition	Substrate	Color	Results	Action Level	PBC	PBC Error	Units
1	12/21/11 10:04	SHUTTER CAL	158.45											2.81	0	cps
2	12/21/11 10:06	PAINT	20	K & L				CALIB. CHECK				Positive	1	1	0.1	mg / cm ^2
3	12/21/11 10:07	PAINT	20	K & L				CALIB. CHECK				Negative	1	0.7	0.1	mg / cm ^2
4	12/21/11 10:08	PAINT	20	K & L				CALIB. CHECK				Negative	1	0.6	0.1	mg / cm ^2
5	12/21/11 10:10	PAINT	5.93	K & L	Interior	LOBBY	A	WALL	INTACT	BRICK	WHITE	Negative	1	< LOD	0.11	mg / cm ^2
6	12/21/11 10:11	PAINT	3.94	K & L	Interior	LOBBY	A	WALL	INTACT	PLASTER	WHITE	Negative	1	< LOD	0.03	mg / cm ^2
7	12/21/11 10:12	PAINT	2.53	K & L	Interior	LOBBY	A	DOOR CASING	INTACT	METAL	WHITE	Negative	1	< LOD	0.11	mg / cm ^2
8	12/21/11 10:12	PAINT	1.69	K & L	Interior	LOBBY	A	DOOR	INTACT	WOOD	BLUE	Negative	1	< LOD	0.03	mg / cm ^2
9	12/21/11 10:13	PAINT	1.41	K & L	Interior	LOBBY	A	DOOR	INTACT	WOOD	BLUE	Negative	1	< LOD	0.03	mg / cm ^2
10	12/21/11 10:13	PAINT	1.69	K & L	Interior	LOBBY	A	DOOR CASING	INTACT	METAL	WHITE	Negative	1	< LOD	0.11	mg / cm ^2
11	12/21/11 10:13	PAINT	4.49	K & L	Interior	LOBBY	B	DOOR CASING	INTACT	METAL	WHITE	Negative	1	0.14	0.07	mg / cm ^2
12	12/21/11 10:14	PAINT	2.25	K & L	Interior	LOBBY	B	DOOR	INTACT	WOOD	BLUE	Negative	1	< LOD	0.3	mg / cm ^2
13	12/21/11 10:14	PAINT	4.79	K & L	Interior	LOBBY	B	WALL	INTACT	BRICK	WHITE	Negative	1	< LOD	0.07	mg / cm ^2
14	12/21/11 10:15	PAINT	5.64	K & L	Interior	LOBBY	B	WALL	INTACT	PLASTER	WHITE	Negative	1	< LOD	0.03	mg / cm ^2
15	12/21/11 10:16	PAINT	1.97	K & L	Interior	LOBBY	B	DOOR	INTACT	WOOD	BLUE	Negative	1	< LOD	0.03	mg / cm ^2
16	12/21/11 10:17	PAINT	2.81	K & L	Interior	LOBBY	B	DOOR CASING	INTACT	METAL	WHITE	Negative	1	< LOD	0.2	mg / cm ^2
17	12/21/11 10:17	PAINT	1.69	K & L	Interior	LOBBY	C	DOOR CASING	INTACT	METAL	WHITE	Negative	1	< LOD	0.32	mg / cm ^2
18	12/21/11 10:17	PAINT	2.83	K & L	Interior	LOBBY	C	DOOR	INTACT	WOOD	BLUE	Negative	1	< LOD	0.03	mg / cm ^2
19	12/21/11 10:19	PAINT	5.94	K & L	Interior	LOBBY	C	WALL	INTACT	BRICK	WHITE	Negative	1	< LOD	0.04	mg / cm ^2
20	12/21/11 10:19	PAINT	3.67	K & L	Interior	LOBBY	D	WALL	INTACT	PLASTER	WHITE	Negative	1	< LOD	0.03	mg / cm ^2
21	12/21/11 10:20	PAINT	1.69	K & L	Interior	LOBBY	D	GATE	INTACT	METAL	BLACK	Negative	1	< LOD	0.11	mg / cm ^2
22	12/21/11 10:22	PAINT	1.14	K & L	Interior	RESTROOM 1	B	TOILET	INTACT	METAL	WHITE	Positive	1	4.3	2	mg / cm ^2
23	12/21/11 10:23	PAINT	1.14	K & L	Interior	RESTROOM 1	B	URINAL	INTACT	METAL	WHITE	Positive	1	3.7	1.8	mg / cm ^2
24	12/21/11 10:23	PAINT	7.87	K & L	Interior	RESTROOM 1	D	SINK	INTACT	METAL	WHITE	Negative	1	< LOD	1.05	mg / cm ^2
25	12/21/11 10:24	PAINT	8.17	K & L	Interior	RESTROOM 1	D	SINK	INTACT	METAL	WHITE	Negative	1	< LOD	0.96	mg / cm ^2
26	12/21/11 10:24	PAINT	1.12	K & L	Interior	RESTROOM 1	D	SINK	INTACT	METAL	WHITE	Positive	1	4	21	mg / cm ^2
27	12/21/11 10:25	PAINT	11.86	K & L	Interior	RESTROOM 1	D	PARTITION	INTACT	WOOD	WHITE	Negative	1	< LOD	0.03	mg / cm ^2
28	12/21/11 10:27	PAINT	2.84	K & L	Interior	MPR	A	WALL	FAIR	WOOD	WHITE	Negative	1	< LOD	0.03	mg / cm ^2
29	12/21/11 10:28	PAINT	1.42	K & L	Interior	MPR	B	DOOR CASING	FAIR	METAL	TAN	Negative	1	< LOD	0.19	mg / cm ^2
30	12/21/11 10:29	PAINT	1.7	K & L	Interior	MPR	C	CABINET	FAIR	WOOD	TAN	Negative	1	< LOD	0.08	mg / cm ^2
31	12/21/11 10:30	PAINT	1.41	K & L	Interior	PLATFORM	A	FLOOR	FAIR	WOOD	TAN	Negative	1	< LOD	0.04	mg / cm ^2
32	12/21/11 10:32	PAINT	3.66	K & L	Interior	PLATFORM	B	WALL	FAIR	BRICK	PINK	Negative	1	< LOD	0.03	mg / cm ^2
33	12/21/11 10:33	PAINT	1.41	K & L	Interior	PLATFORM	C	DOOR	FAIR	METAL	BLUE	Negative	1	< LOD	0.03	mg / cm ^2
34	12/21/11 10:33	PAINT	1.41	K & L	Interior	PLATFORM	C	DOOR	FAIR	METAL	WHITE	Negative	1	< LOD	0.03	mg / cm ^2
35	12/21/11 10:35	PAINT	3.1	K & L	Interior	JANITORS CLO.	C	WALL	FAIR	PLASTER	BLUE	Negative	1	< LOD	0.03	mg / cm ^2
36	12/21/11 10:36	PAINT	1.69	K & L	Interior	JANITORS CLO.	C	CABINET	FAIR	WOOD	BLUE	Negative	1	< LOD	0.07	mg / cm ^2
37	12/21/11 10:40	PAINT	0.84	K & L	Interior	NEW SHOWER	B	WALL	FAIR	CERAMIC TILE	TAN	Positive	1	< LOD	14.7	mg / cm ^2
38	12/21/11 10:41	PAINT	3.66	K & L	Interior	NEW SHOWER	B	FLOOR	FAIR	CERAMIC TILE	GRAY	Null	1	< LOD	0.03	mg / cm ^2
39	12/21/11 10:41	PAINT	3.95	K & L	Interior	NEW SHOWER	B	FLOOR	FAIR	CERAMIC TILE	GRAY	Null	1	< LOD	0.03	mg / cm ^2
40	12/21/11 10:41	PAINT	2.54	K & L	Interior	NEW SHOWER	B	FLOOR	FAIR	CERAMIC TILE	GRAY	Negative	1	< LOD	0.03	mg / cm ^2
41	12/21/11 10:45	PAINT	1.42	K & L	Interior	KITCHEN	C	DOOR	FAIR	WOOD	BROWN	Negative	1	< LOD	0.03	mg / cm ^2
42	12/21/11 10:46	PAINT	1.42	K & L	Interior	KITCHEN	C	DOOR	FAIR	WOOD	BROWN	Negative	1	< LOD	0.09	mg / cm ^2
43	12/21/11 10:47	PAINT	1.41	K & L	Interior	CRAFT ROOM	C	CABINET	FAIR	WOOD	YELLOW	Negative	1	< LOD	0.03	mg / cm ^2
44	12/21/11 10:48	PAINT	1.41	K & L	Interior	CRAFT ROOM	A	WINDOW CASING	FAIR	WOOD	TAN	Negative	1	< LOD	0.18	mg / cm ^2
45	12/21/11 10:49	PAINT	3.38	K & L	Interior	TV ROOM	C	WALL	FAIR	PLASTER	MURAL	Negative	1	< LOD	0.13	mg / cm ^2
46	12/21/11 10:49	PAINT	3.37	K & L	Interior	TV ROOM	C	WALL	FAIR	PLASTER	MURAL	Negative	1	< LOD	0.08	mg / cm ^2
47	12/21/11 10:52	PAINT	1.97	K & L	Interior	DIRECTOR ROOM	C	WALL	FAIR	DRYWALL	TAN	Negative	1	< LOD	0.18	mg / cm ^2
48	12/21/11 10:53	PAINT	2.24	K & L	Interior	RECEPTION	C	PARTITION	FAIR	WOOD	TAN	Negative	1	< LOD	0.19	mg / cm ^2

Memorial Park Community Building Clearance Activity  
Appendix I - Lead and Asbestos Inspection Report (Rev. July 2015)

City of San Diego/Lead Safe Neighborhoods Program

Project# 6698 - Girls Club of San Diego

XRF Assay Results

Reading No	Time	Type	Duration	Mode	Location	Room	Side	Component	Condition	Substrate	Color	Results	Action Level	PBC	PBC Error	Units
49	12/21/11 10:54	PAINT	1.41	K & L	Interior	RECEPTION	C	CABINET	FAIR	WOOD	TAN	Negative	1	< LOD	0.66	mg / cm ^2
50	12/21/11 10:54	PAINT	1.41	K & L	Interior	RECEPTION	C	CABINET	FAIR	WOOD	TAN	Negative	1	< LOD	0.14	mg / cm ^2
51	12/21/11 10:56	PAINT	5.65	K & L	Exterior		A	WALL	INTACT	BRICK	WHITE	Negative	1	< LOD	0.07	mg / cm ^2
52	12/21/11 10:56	PAINT	2.53	K & L	Exterior		A	WALL	INTACT	PLASTER	WHITE	Null	1	< LOD	0.03	mg / cm ^2
53	12/21/11 10:56	PAINT	3.96	K & L	Exterior		A	WALL	INTACT	PLASTER	WHITE	Negative	1	< LOD	0.05	mg / cm ^2
54	12/21/11 10:57	PAINT	1.4	K & L	Exterior		A	WINDOW SILL	INTACT	WOOD	PINK	Negative	1	< LOD	0.25	mg / cm ^2
55	12/21/11 10:58	PAINT	1.7	K & L	Exterior		A	PIPE	INTACT	METAL	WHITE	Null	1	< LOD	1	mg / cm ^2
56	12/21/11 10:58	PAINT	8.22	K & L	Exterior		A	PIPE	INTACT	METAL	WHITE	Negative	1	< LOD	1.05	mg / cm ^2
57	12/21/11 11:03	PAINT	20	K & L				CALIB. CHECK				Negative	1	0.8	0.1	mg / cm ^2
58	12/21/11 11:04	PAINT	20	K & L				CALIB. CHECK				Negative	1	0.9	0.1	mg / cm ^2
59	12/21/11 11:05	PAINT	20	K & L				CALIB. CHECK				Positive	1	1	0.1	mg / cm ^2

**APPENDIX J**  
**HAZARDOUS LABEL/FORMS**

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# HAZARDOUS WASTE

STATE AND FEDERAL LAW PROHIBITS IMPROPER DISPOSAL  
IF FOUND, CONTACT THE NEAREST POLICE, OR PUBLIC SAFETY  
AUTHORITY, OR THE U.S. ENVIRONMENTAL PROTECTION AGENCY  
OR THE CALIFORNIA DEPARTMENT OF HEALTH SERVICES

GENERATOR NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_ IN NO. OF  
PAGES

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

SPR. NO. \_\_\_\_\_ HAZARDOUS  
DISPOSAL NO.

SPR. WASTE NO. \_\_\_\_\_ CA  
WASTE NO. REGULATION  
START DATE

QUANTITIES, COMPOSITION \_\_\_\_\_

UNIFORM OR  
GENERIC NAME \_\_\_\_\_

TECHNICAL NAME (S) \_\_\_\_\_

UNIFORM NO. WITH PREFIX \_\_\_\_\_

FLAMMABLE  CORROSIVE  TOXIC  REACTIVE  OTHER \_\_\_\_\_  
 SOLID  LIQUID  GASEOUS  REACTIVE  OTHER \_\_\_\_\_

## HANDLE WITH CARE!

CONTAINS HAZARDOUS OR TOXIC WASTES

**APPENDIX K**  
**SAMPLE OF PUBLIC NOTICES**

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## PROJECT NAME

### **Trenching on your street is complete.**

#### **What you need to know:**

- Pipe installation on your street is complete and construction crews are now installing new pipeline for this project at another location.
- You may see temporary trench plates or trench caps for some time –even after construction activities have concluded on your street.

#### **Street resurfacing:**

- Your Streets will be resurfaced once the entire pipeline project is complete.
- Concrete streets will not be resurfaced curb to curb; only the trench will be backfilled.
- Street resurfacing may be delayed due to the City's slurry seal moratorium.

#### **Estimated resurfacing completion on your street:**

(Insert Date-Month and Year)

#### **For questions related to this work**

**Call: (619) 533-4207**

**Email: [engineering@sandiego.gov](mailto:engineering@sandiego.gov)**

**Visit: [sandiego.gov/CIP](http://sandiego.gov/CIP)**



This information is available in alternative formats upon request.



**ATTACHMENT F**

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**ATTACHMENT G**

**CONTRACT AGREEMENT**

# CONTRACT AGREEMENT

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## CONSTRUCTION CONTRACT

This contract is made and entered into between THE CITY OF SAN DIEGO, a municipal corporation, herein called "City", and Whillock Contracting, Inc., herein called "Contractor" for construction of **Memorial Park Community Building Clearance Activity**; Bid No.**K-17-6755-DBB-2-A**; in the amount of Three Hundred Seventy Thousand Five Hundred Twenty-Seven Dollars and .00/100 (\$370,527.00), which is comprised of the Base Bid plus Additive Alternates A &B.

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

1. The following are incorporated into this contract as though fully set forth herein:
  - (a) The attached Faithful Performance and Payment Bonds.
  - (b) The attached Proposal included in the Bid documents by the Contractor.
  - (c) Reference Standards listed in the Instruction to Bidders and the Supplementary Special Provisions (SSP).
  - (d) That certain documents entitled **Memorial Park Community Building Clearance Activity**, on file in the office of the Public Works Department as Document No. **21003756**, as well as all matters referenced therein.
2. The Contractor shall perform and be bound by all the terms and conditions of this contract and in strict conformity therewith shall perform and complete in a good and workmanlike manner **Memorial Park Community Building Clearance Activity**, Bid Number **K-17-6755-DBB-2-A**, San Diego, California.
3. For such performances, the City shall pay to Contractor the amounts set forth at the times and in the manner and with such additions or deductions as are provided for in this contract, and the Contractor shall accept such payment in full satisfaction of all claims incident to such performances.
4. No claim or suit whatsoever shall be made or brought by Contractor against any officer, agent, or employee of the City for or on account of anything done or omitted to be done in connection with this contract, nor shall any such officer, agent, or employee be liable hereunder.
5. This contract is effective as of the date that the Mayor or designee signs the agreement.

**CONTRACT AGREEMENT (continued)**

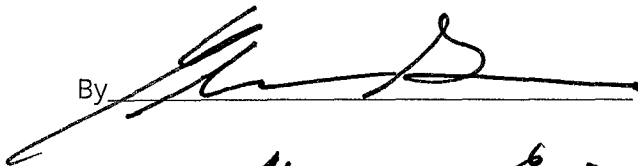
**IN WITNESS WHEREOF**, this Agreement is signed by the City of San Diego, acting by and through its Mayor or designee, pursuant to **Municipal Code 22.3102** authorizing such execution.

**THE CITY OF SAN DIEGO**

**APPROVED AS TO FORM**

Jan I. Goldsmith, City Attorney

By



By



Print Name: Clementina Giordano

Print Name: Mark M. Mene

Clementina Giordano, Contract Specialist,  
Public Works Contract

Deputy City Attorney

Date:

10/10/16

Date:

10/10/16

**CONTRACTOR**

By



Print Name: Tory M. Whillock

Title:

Secretary

Date:

9/8/16

City of San Diego License No.: B1991001382

State Contractor's License No.: 512217

DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) REGISTRATION NUMBER: 1000001767

## **CERTIFICATIONS AND FORMS**

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

## **Bidder's General Information**

To the City of San Diego:

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

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

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

State of California

County of San Diego

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



## **CONTRACTOR CERTIFICATION**

---

### **DRUG-FREE WORKPLACE**

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

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

## **CONTRACTOR CERTIFICATION**

---

### **AMERICAN WITH DISABILITIES ACT (ADA) COMPLIANCE CERTIFICATION**

I hereby certify that I am familiar with the requirements of San Diego City Council Policy No. 100-4 regarding the American With Disabilities Act (ADA) outlined in the WHITEBOOK, Section 7-13.2, "American With Disabilities Act", of the project specifications, and that;

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

## CONTRACTOR CERTIFICATION

---

### CONTRACTOR STANDARDS – PLEDGE OF COMPLIANCE

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

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

**AFFIDAVIT OF DISPOSAL**

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

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

\_\_\_\_\_  
(Name of Project or Task)

as particularly described in said contract and identified as Bid No. \_\_\_\_\_ ; SAP No. (WBS/IO/CC) \_\_\_\_\_; and WHEREAS, the specification of said contract requires the Contractor to affirm that "all brush, trash, debris, and surplus materials resulting from this project have been disposed of in a legal manner"; and WHEREAS, said contract has been completed and all surplus materials disposed of:

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

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

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

\_\_\_\_\_  
Contractor

by

ATTEST:

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

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

Notary Public in and for said County and State

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

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

**TO BE SUBMITTED IN ELECTRONIC FORMAT ONLY**

**SEE INSTRUCTIONS TO BIDDERS, FOR FURTHER INFORMATION**

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

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

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

**ELECTRONICALLY SUBMITTED FORMS**

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

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

**A. BID BOND – See Instructions to Bidders, Bidders Guarantee of Good Faith (Bid Security) for further instructions**

**B. CONTRACTOR’S CERTIFICATION OF PENDING ACTIONS**

**C. EQUAL BENEFITS ORDINANCE - CERTIFICATION OF COMPLIANCE**

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

**BID BOND**

ORIGINAL

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

KNOW ALL MEN BY THESE PRESENTS,

That Whillock Contracting, Inc as Principal, and  
Travelers Casualty and Surety Company of America as Surety, are

held and firmly bound unto The City of San Diego hereinafter called "OWNER," in the sum of **10% OF THE TOTAL BID AMOUNT** for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

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

Memorial Park Community Building Clearance Activity K-17-6755-DBB-2-A

NOW THEREFORE, if said Principal is awarded a contract by said OWNER and, within the time and in the manner required in the "Notice Inviting Bids" enters into a written Agreement on the form of agreement bound with said Contract Documents, furnishes the required certificates of insurance, and furnishes the required Performance Bond and Payment Bond, then this obligation shall be null and void, otherwise it shall remain in full force and effect. In the event suit is brought upon this bond by said OWNER and OWNER prevails, said Surety shall pay all costs incurred by said OWNER in such suit, including a reasonable attorney's fee to be fixed by the court.

SIGNED AND SEALED, this 23rd day of August,  
2016

Whillock Contracting, Inc (SEAL)

Travelers Casualty and Surety Company of America (SEAL)

(Principal)

(Surety)

Tory M Whillock, Secretary

Jerry E Mosier, Attorney-in-Fact

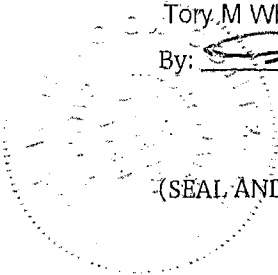
By: \_\_\_\_\_

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

(Signature)

(Signature)

(SEAL AND NOTARIAL ACKNOWLEDGEMENT OF SURETY)





POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 229473

Certificate No. 006899024

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Jerry E. Mosier

of the City of San Carlos, State of California, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 20th day of July, 2016.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
Robert L. Rancy, Senior Vice President

On this the 20th day of July, 2016, before me personally appeared Robert L. Rancy, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal. My Commission expires the 30th day of June, 2021.



[Signature]
Marie C. Tetreault, Notary Public



This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 23rd day of August, 2016.

  
Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at [www.travelersbond.com](http://www.travelersbond.com). Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

# 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 August 23, 2016 before me, Kathy L. Tilley, Notary Public  
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature Kathy L. Tilley

(Seal)



**CONTRACTOR'S CERTIFICATION OF PENDING ACTIONS**

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

CHECK ONE BOX ONLY.



The undersigned certifies that within the past 10 years the Bidder has NOT been the subject of a complaint or pending action in a legal administrative proceeding alleging that Bidder discriminated against its employees, subcontractors, vendors or suppliers.



The undersigned certifies that within the past 10 years the Bidder has been the subject of a complaint or pending action in a legal administrative proceeding alleging that Bidder discriminated against its employees, subcontractors, vendors or suppliers. A description of the status or resolution of that complaint, including any remedial action taken and the applicable dates is as follows:

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

Contractor Name: Whillock Contracting Inc.

Certified By Tony M. Whillock Title Secretary

Name



Signature

Date 8/23/16

USE ADDITIONAL FORMS AS NECESSARY

**EQUAL BENEFITS ORDINANCE  
CERTIFICATION OF COMPLIANCE**



For additional information, contact:  
**CITY OF SAN DIEGO**

**EQUAL BENEFITS PROGRAM**  
202 C Street, MS 9A, San Diego, CA 92101

COMPANY INFORMATION	
Company Name: <u>Whillock Contracting Inc</u>	Contact Name: <u>Tory M. Whillock</u>
Company Address: <u>PO Box 2322 La Mesa CA 91943</u>	Contact Phone: <u>(619) 579-0700</u>
Contact Email: <u>estimating@whillockcontracting.com</u>	

CONTRACT INFORMATION	
Contract Title: <u>Memorial Park Community Building Clearance Activity</u>	Start Date:
Contract Number (if no number, state location): <u>K-17-6755-DBB-2-A</u>	End Date:

**SUMMARY OF EQUAL BENEFITS ORDINANCE REQUIREMENTS**

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

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

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

**CONTRACTOR EQUAL BENEFITS ORDINANCE CERTIFICATION**

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

- I affirm compliance with the EBO because my firm (*contractor must select one reason*):
- Provides equal benefits to spouses and domestic partners.
    - Provides no benefits to spouses or domestic partners.
    - Has no employees.
    - Has collective bargaining agreement(s) in place prior to January 1, 2011, that has not been renewed or expired.
  - I request the City's approval to pay affected employees a cash equivalent in lieu of equal benefits and verify my firm made a reasonable effort but is not able to provide equal benefits upon contract award. I agree to notify employees of the availability of a cash equivalent for benefits available to spouses but not domestic partners and to continue to make every reasonable effort to extend all available benefits to domestic partners.

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

Tory M. Whillock - Secretary      [Signature]      8/23/16  
Name/Title of Signatory      Signature      Date

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

(Rev 02/15/2011)

## LOBBY PROHIBITION, CERTIFICATION AND DISCLOSURE

In acknowledgment that funds received under this agreement have been provided pursuant to a Federal grant, recipient hereby recognizes the prohibitions against lobbying the Federal government with any of these funds. Recipient agrees that it shall comply with the laws set forth at 31 U.S.C. § 1352 (1989) and 24 C.F.R. part 87, to wit:

A. Conditions on use of funds

Recipient shall not expend any funds received pursuant to this agreement to pay any person to influence an officer or employee of Federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with any of the following Covered Federal actions:

- (1) The awarding of any federal contract
- (2) The making of any Federal grant
- (3) The making of any Federal Loan
- (4) The entering into of any cooperative agreement
- (5) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

For purposes of defining the terms of this part of the agreement, the definitions set forth in 24 C.F.R. § 87.105 are hereby adopted and incorporated herein by reference.

B. Certification and Disclosure

Each recipient at every tier under this agreement shall file a certification regarding lobbying, and a Disclosure Form-LLL, where required by 24 C.F.R. § 87.110. The certification form and Disclosure Form-LLL are attached to this agreement.

C. Certifications must be filed:

- (1) By any person upon each submission that initiates agency consideration for an award of a Federal contract, grant, or cooperative agreement exceeding \$100,000, or a Federal loan or loan guarantee exceeding \$150,000.
- (2) Upon receipt by any person of a Federal contract, grant, or cooperative agreement exceeding \$100,000, or upon receipt of a Federal loan or loan guarantee exceeding \$150,000.
- (3) By any person who requests or receives from a person referred to in subsections 1 and 2 of this paragraph:
  - a. A subcontract exceeding \$100,000 at any tier under a Federal contract;
  - b. A subgrant, contract or subcontract exceeding \$100,000 at any tier under a Federal grant;
  - c. A contract or subcontract exceeding \$100,000 at any tier under a Federal loan exceeding \$150,000;
  - d. A contract or subcontract exceeding \$100,000 at any tier under a Federal cooperative agreement.

D. Disclosure Forms-LLL must be filed in every instance when a person applies for, requests, or receives Federal appropriations exceeding \$100,000 pursuant to a contract, subcontract, grant, subgrant, loan, or cooperative agreement when such person has paid or expects to pay any sum, in cash or in kind, to influence or attempt to influence any officer or employee of an agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress. Further, Disclosure Form-LLL must be filed by recipients at any tier at the end of each calendar quarter in which there occurs any event that requires disclosure or materially affects information submitted in prior disclosures. Such events include:

- (1) 1. An increase of \$25,000 in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action;
- (2) 2. A change in the person(s) influencing or attempting to influence a covered action;
- (3) 3. A change in the officer(s), employee(s), or member(s) contacted to influence a covered action.

All disclosure Forms-LLL, but not certifications, shall be forwarded from tier to tier until received by the principal recipient, which in turn will file them with the appropriate Federal agency.

## INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLLA Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing this report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLLA Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

**DISCLOSURE OF LOBBYING ACTIVITIES** Approved by OMB  
 Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352  
 (See reverse for public burden disclosure)

0348-0046

<b>1. Type of Federal Action:</b> <input type="checkbox"/> a. Contract a. Grant b. Cooperative agreement c. Loan d. Loan guarantee e. Loan insurance	<b>2. Status of Federal Action:</b> <input type="checkbox"/> a. bid/offer/application b. initial award c. post-award	<b>3. Report Type:</b> <input type="checkbox"/> a. initial finding b. material change <b>For Material Change Only</b> year _____ quarter _____ date of last report _____
<b>4. Name and Address of Reporting Entity:</b> Prime <input type="checkbox"/> Subawardee Tier _____, if known:  Congressional District, if known:		<b>5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:</b>  Congressional District, if known:
<b>6. Federal Department/Agency:</b>		<b>7. Federal Program Name/Description:</b>  CFDA Number, if applicable: _____
<b>8. Federal Action Number, if known:</b>		<b>9. Award Amount, if known:</b> \$ _____
<b>10. a. Name and Address of Lobbying Entity</b> (if individual, last name, first name, M)  (attach Continuation Sheet(s) SF-LLL4, if necessary)		<b>b. Individuals Performing Services</b> (including address if different from No. 10a) (last name, first name, MI):  (attach Continuation Sheet(s) SF-LLL4, if necessary)
<b>11. Amount of Payment</b> (check all that apply) \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned		<b>13. Type of Payment</b> (check all that apply) <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferral <input type="checkbox"/> f. other: specify: _____
<b>12. Form of Payment</b> (check all that apply) <input type="checkbox"/> a, cash <input type="checkbox"/> b. in-kind: specify: nature _____ Value _____		
<b>14. Brief Description of Services Performed or to be Performed and Date(s) of Service, Including officer(s), employee(s), or Member(s), contacted, for Payment indicated in item 11:</b>  (attach Continuation Sheet(s) SF-LLL4, if necessary)		
<b>15. Continuation Sheet(s) SF-LLL4 attached:</b> <input type="checkbox"/> Yes <input type="checkbox"/> No		
7		

**DISCLOSURE OF LOBBYING ACTIVITIES** Approved by  
**CONTINUATION SHEET**

OMB0348-0046

Reporting Entity: \_\_\_\_\_ Page \_\_\_\_ of \_\_\_\_

Authorized for Local Reproduction  
Standard Form - LLL-A



# City of San Diego

CITY CONTACT: Clementina Giordano, Contract Specialist, CGiordano@sandiego.gov  
Phone No.: (619) 533-3481, Fax No.: (619) 533-3633

## ADDENDUM "A"

 **e - Bidding** FOR



## MEMORIAL PARK COMMUNITY BUILDING CLEARANCE ACTIVITY

BID NO.: K-16-6755-DBB-2-A  
SAP NO. (WBS/IO/CC): 21003512  
CLIENT DEPARTMENT: 1714  
COUNCIL DISTRICT: 8  
PROJECT TYPE: GA  
CDBG #: B-16-MC-06-0542

---

### **BID DUE DATE:**

**2:00 PM  
AUGUST 23, 2016  
CITY OF SAN DIEGO  
PUBLIC WORKS CONTRACTS  
1010 SECOND AVENUE, 14<sup>th</sup> FLOOR, MS 614C  
SAN DIEGO, CA 92101**

**A. CHANGES TO CONTRACT DOCUMENTS**

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

**B. BIDDER'S QUESTIONS**

Q1. We are bidding the project listed above. The project documents that we have say that Federal Agencies must be contacted and solicitations posted.

I called the two Federal Agencies listed on Attachment D (page 43). I spoke to a Mike Chung in San Francisco who said that because this is a project in San Diego, I needed to call their office at (619)727-4883. I called and spoke to Cynthia Harris who said that the Federal Agencies do not have DBE certifications so was confused about posting any kind of solicitation for a project.

Can you please advise me on the proper method to get these solicitations posted?

We were able to post a solicitation with one of the state agencies.

I will wait for your response

A1. Bidders are to post to the U.S. Small Business Administration and Minority Business Development Agency websites as instructed in Attachment D, Section 13.9 Notes 2 & 3 of the bidding document.

To post a subcontracting opportunity on the U.S. Small Business Administration's website, use the following link to SUB-Net:

[https://eweb1.sba.gov/subnet/common/dsp\\_login.cfm](https://eweb1.sba.gov/subnet/common/dsp_login.cfm)

To post a subcontracting opportunity on the Minority Business Development Agency website, use the following link:

<http://www.mbda.gov/workspace>

The City has contacted MBDA and they confirmed that their Business Tools are undergoing maintenance with no knowledge of when the site will be up and running again. Since the website is down for maintenance with no completion date, it shall be the Contractor's responsibility to document their efforts to post on the MBDA website and to include the documentation in their GFE.

**C. NOTICE INVITING BIDS**

1. **ADD** the following:

**PRE-BID SITE VISIT / WALK THRU:** 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. The Pre-Bid Site Visit is scheduled as follows:

**Time: 11:00 AM**

**Date: August 10, 2016**

**Location: 606 South 30<sup>th</sup> Street, San Diego, CA 92113**

James Nagelvoort, Director  
Public Works Department

Dated: *August 5, 2016*  
San Diego, California

JN/RWB/egz

Bid Results for Project Memorial Park Community Building Clearance Activity (K-17-6755-DBB-2-A)														
Issued on 07/26/2016														
Bid Due on August 23, 2016 2:00 PM (Pacific)														
Exported on 08/23/2016														
Line Totals (Unit Price * Quantity)						1	2	3	4	5	6			
Item Num	Section	Item Code	Description	Unit of Measure	Quantity	Whillock Contracting Inc	GEM Industrial Electric	ADC Corp.	Just Construction	Blue Pacific Engineering & Construction	AMPCO Contracting, Inc.			
						VALID	NON-VALID	VALID	VALID	VALID	NON-VALID			
1	Main Bid	524126	Bonds (Payment and Performance)	LS	1	\$7,031.00	\$7,000.00	\$7,319.26	\$9,328.00	\$15,000.00	\$10,960.00			
2	Main Bid		Field Orders (EOC Type II)	AL	1	\$19,020.00	\$19,020.00	\$19,020.00	\$19,020.00	\$19,020.00	\$19,020.00			
3	Main Bid	236220	Permit Fees (EOC Type I)	AL	1	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00			
4	Main Bid	238910	Building Demolition, Site Demolition, Grading, and Mulch	LS	1	\$257,260.00	\$290,000.00	\$338,201.00	\$342,614.00	\$425,000.00	\$379,051.00			
5	Main Bid	541330	Water Pollution Control Program Development (WPCP)	LS	1	\$805.00	\$10,000.00	\$625.00	\$1,272.00	\$3,000.00	\$1,265.00			
6	Main Bid	561730	Water Pollution Control Program Implementation (WPCP)	LS	1	\$9,236.00	\$12,500.00	\$5,000.00	\$4,702.00	\$10,000.00	\$7,100.00			
						<b>Subtotal</b>	<b>\$295,352.00</b>	<b>\$340,520.00</b>	<b>\$372,165.26</b>	<b>\$378,936.00</b>	<b>\$474,020.00</b>	<b>\$419,996.00</b>		
7	AlternateItems	561730	Irrigation System, Sod, and Concrete Padding	LS	1	\$61,997.00	\$55,000.00	\$42,997.00	\$58,830.00	\$30,000.00	\$118,701.00			
8	AlternateItems	561730	Wall-Mounted Automatic Irrigation Controller Assembly	LS	1	\$13,178.00	\$25,000.00	\$19,437.00	\$22,790.00	\$5,000.00	\$20,851.00			
						<b>Subtotal</b>	<b>\$75,175.00</b>	<b>\$80,000.00</b>	<b>\$62,434.00</b>	<b>\$81,620.00</b>	<b>\$35,000.00</b>	<b>\$139,552.00</b>		
						<b>Total</b>	<b>\$370,527.00</b>	<b>\$420,520.00</b>	<b>\$434,599.26</b>	<b>\$460,556.00</b>	<b>\$509,020.00</b>	<b>\$558,948.00</b>		